UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL MEDICAL CENTER FORT WORTH, TEXAS Respondent	Case No. DA-CA-90712
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1298 Charging Party	

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **JULY 31, 2000**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW., Suite 415
Washington, DC 20424-0001

ELI NASH, JR.

Administrative Law Judge

Dated: June 29, 2000
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: June 29, 2000

TO: The Federal Labor Relations Authority

FROM: ELI NASH, JR.
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF PRISONS
FEDERAL MEDICAL CENTER
FORT WORTH, TEXAS
Respondent

and Case No. DA-CA-90712

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1298

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations, 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties.
Also enclosed are the transcripts, exhibits and any briefs filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ

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WASHINGTON, D.C.

U.S. DEPARTMENT OF JUSTICE FEDERAL BUREAU OF PRISONS FEDERAL MEDICAL CENTER FORT WORTH, TEXAS Respondent	Case No. DA-CA-90712
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1298 Charging Party	

Bobby R. Devadoss, Esquire
John M. Bates, Esquire
For the General Counsel

Kenneth Hyle, Esquire
For the Respondent

Before: Eli Nash, Jr.
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute (the Statute), and the revised Rules and Regulations of the Federal Labor Relations Authority (the Authority).[1]

[1] Although this case was consolidated for hearing with Case No. DA-CA-90711, the parties decided to sever the cases for a separate decision. Therefore, a separate decision will be issued in DA-CA-90711, today.

Based upon unfair labor practice charges filed on August 11, 1999 and first amended on September 22, 1999 and amended on November 24, 1999, respectively, by the American Federation of Government Employees, Local 1298 (herein called Union), against the U.S. Department of Justice, Federal Bureau of Prisons, Federal Medical Center, Fort Worth, Texas (herein called Respondent), a Complaint and Notice of Hearing issued on November 30, 1999, alleging that the Respondent violated section 7116(a)(1) and (2) of the Federal Service Labor-Management Relations Statute (herein called the Statute), by discriminating against Cindy Wright a bargaining unit employee, by suspending her for 3 days in retaliation for engaging in activities protected by the Statute.

A hearing was held in Dallas, Texas on February 9, 2000, at which time all parties were represented and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. Counsel for the Respondent and the General Counsel filed timely briefs.

Based on the entire record, including my observation of the witnesses and their demeanor, and evidence, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

Beginning around January 25, 1999 until March 26, 1999[2] Respondent and the Union engaged in negotiations involving a local supplemental agreement. During these negotiations, Cindy Wright was the Union President and served as its chief negotiator. On February 23, during the negotiations, Wright pointed a finger at one of the Respondent's negotiators, Linda Rieck, and stated "listen here you fucking bitch." After this statement the Union called a caucus and when negotiations resumed, Wright apologized to Rieck for the remark.

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2 All dates are 1999, unless otherwise noted.

Subsequently, however, an Office of Internal Affairs investigation was initiated by Warden Robert Guzik concerning the remark Wright made in reference to Rieck. On March 30, Wright was interviewed by David Huerta, an Office of Internal Affairs agent concerning the remark she made to Rieck at the February 23 negotiations meeting. Subsequently, on April 12, Wright was issued a Proposed Notice Suspension for 5 days by her supervisor Michael Heffron, for the remark she made to Rieck on February 23. The proposed suspension clearly noted that Wright was involved in "negotiations of a supplemental agreement." Heffron apparently did not recognize any obligation to consider the protected status of Wright's conduct.

After receiving the proposed notice of suspension, Wright met with Warden Guzik, along with her Union representative, Paul Rissler. During the meeting with Warden Guzik, Wright gave Warden Guzik her written response and explained to him that she was being suspended as a unit secretary for a remark she made during contract negotiations while acting as the Union's chief negotiator. Wright also informed Warden Guzik that during negotiations both sides were engaged in heated discussions and that both sides lost their tempers at times and that her remark towards Rieck was not intentional. Wright also informed the Warden that "[m]anagements team violated the negotiation process by threatening and attempted intimidation, which you are aware of." On May 13, Wright received a Letter of Suspension from Warden Guzik. The letter stated that Wright would be suspended for 3 days for the remark she made to Rieck during the February 23 negotiations meeting. The Warden testified that he did not consider the fact that Wright was acting as a Union official when he decided to suspend her for the remark she made to Rieck. The Warden also testified that in his mind, Wright was an employee who just happens to be a Union official. Subsequently, Wright served the suspension from May 24 through May 26.

Conclusions

The yardstick for evaluating section 7116(a)(1) and (2) violations is found in *Letterkenny Army Depot*, 35 FLRA 113 (1990). Under *Letterkenny*, the General Counsel establishes a *prima facie* showing of discrimination by establishing that a preponderance of the evidence shows that: (1) the employee against whom the alleged discriminatory action was taken was engaged in protected activity; and (2) such activity was a motivating factor in the agency's treatment of the employee. Once a *prima facie* showing has been made, an agency may seek to establish an affirmative defense by showing: (1) there was a legitimate justification for its allegedly discriminatory action; and (2) the same action would have been taken even in the absence of protected activity. After presentation of a respondent's evidence of nondiscriminatory reasons, the General Counsel may seek to establish that these reasons are pretextual. An Administrative Law Judge may conclude that a respondent's asserted reasons for taking the action are a pretext even if those reasons were not asserted to be such during the unfair labor practice hearing.

The General Counsel has established a *prima facie* showing that Wright was engaged in protected activity as the Union's chief contract negotiator during the local supplemental agreement negotiations involved in this case. The General Counsel also established that Respondent's motivation for suspending Wright for 3 days was because of the remark she made to Rieck during the February 23 contract negotiations. Further, it was shown that the remark was the only reason for Wright's suspension. Wright served the suspension from May 24 through May 26. Accordingly, it is found that the General Counsel proved its *prima facie* case by a preponderance of the evidence under the *Letterkenny* criterion.

Respondent asserts that Wright's remark was flagrant misconduct, and therefore, constituted a legitimate reason for the disciplinary action it took against her. Hence, the issue here is whether Wright's alleged flagrant misconduct was within the ambit of protected activity. *See for example*, *Internal Revenue Service*, *Washington, DC*, 6 FLRA 96 (1981). Certainly flagrant misconduct such as remarks or

conduct that are of an outrageous and insubordinate nature may be removed from the protection of the Statute. *U.S. Air Force Logistics Command, Tinker Air Force Base, Oklahoma City, Oklahoma and American Federation of Government Employees, Local 916*, 34 FLRA 385, 389-90 (1990).

Heretofore, the Authority has balanced the employee's right to form, join, or assist any labor organization, or to refrain from such activity, without fear of penalty or reprisal, with the right of an agency to discipline an employee who is engaged in otherwise protected activity for remarks or actions that exceed the boundaries of protected activity such as flagrant misconduct. *American Federation of Government Employees, National Border Patrol Council and U.S. Department of Justice, Immigration and Naturalization Service, El Paso Border Patrol Sector*, 44 FLRA 1395 (1992). Clearly a union representative may use intemperate, abusive, or insulting language without fear of restraint or penalty, if he or she believes such rhetoric to be an effective means to the Union's point. *Department of the Navy, Naval Facilities Engineering Command, Western Division, San Bruno, California*, 45 FLRA 138, 155 (1992)(quoting *Old Dominion Branch No. 46, National Association of Letter Carriers, AFL-CIO v. Austin*, 418 U.S. 264, 283 (1984)).

In deciding whether an employee has engaged in flagrant misconduct, the balance clearly permits leeway for impulsive behavior, against the employer's right to maintain order and respect for its supervisory staff on the job site. In striking this balance the Authority considers the following: (1) the place and subject matter of the discussion; (2) whether the employee's outburst was impulsive or designed; (3) whether the outburst was in any way provoked by the employer's conduct; and (4) the nature of the intemperate language and conduct. *Department of the Air Force, Grissom Air Force Base, Indiana*, 51 FLRA 7, 11-12 (1995)(referring to *Department of Defense, Defense Mapping Agency, Aerospace Center, St. Louis, Missouri*, 17 FLRA 71, 80 (1985) and *Department of the Navy, Puget Sound Naval Shipyard, Bremerton, Washington*, 2 FLRA 54, 55 (1979)).

The record as a whole demonstrates that Wright's remark was clearly impulsive and not designed. Wright characterized the negotiations area as a "war zone." She testified that Respondent negotiator Hector Solis, constantly made comments such as "I don't know who you think you are; you are not shit; you are not running shit; all you are . . . is a lowly unit Secretary, you will never be anything more." Respondent's other negotiators agreed that during the negotiations profanity was used by both sides. I credit Wright that this sort of language was also used by Respondent's negotiators. Additionally, Wright testified that Brad Eskridge, another management official, threatened Union negotiators with AWOL, if they failed to be in their seats by 7:00 a.m., if they left the Training Center for any reason, even if it was to represent employees or if the Union negotiators did not go to lunch when management negotiators wanted them to go to lunch. Eskridge does not deny that he made such statements. Eskridge's view was that all of the hostility came from the Union. I find sufficient corroboration for Wright's testimony, therefore her version of what occurred is credited. Rieck's candid acknowledgment was that management's team were not saints and indeed, used profanity such as "shit" and "damn." This testimony provides further credibility to Wright's statement that Solis made profane and demeaning statements to her during negotiations. Record evidence such as the May 7 memorandum also suggests that the Union believed, whether or not it is true, that there was "a problem with Warden Guzik's of how Ms. Wright is perceived." The record clearly suggests that Respondent's management did not respect Wright's position and also that she and her positions were under constant attack during the negotiations.

Along this same line, Wright stated that on February 23 Rieck constantly interrupted her with snide remarks. Wright also testified that she became angry because she was not able to get the Union's proposals out due to Rieck's constant interruptions. The record also disclosed that the parties had been negotiating a particular proposal for about one and one half to two hours, before Wright got frustrated and made the remark, "listen here you fucking bitch" to Rieck. As soon as Wright made the comment, she immediately

called a caucus. Wright testified that she called a caucus because she lost her cool and that she had not intended to make that remark. When the parties returned from a caucus, Wright apologized to Rieck in front of both teams, for the remark she made earlier. In all the circumstances, it is concluded that Wright's remark was no more than an impulsive reaction to what she may have felt was a lack of respect for the negotiation process.

The record also supports a finding that Wright's outburst was provoked by the Respondent's conduct. It appears from the record that Rieck and Wright had past dealings in several other labor-management related matters. Wright testified that she felt, before the negotiations began, that Rieck had constantly retaliated against employees for going to the Union and that she had filed unfair labor practice charges against Rieck. During negotiations, Wright testified that from the first day of the negotiations Rieck's behavior was very negative. Rieck, according to Wright, would sit across the table from the Union negotiators with her arms folded in front of her, tapping her foot and constantly making snide remarks. Alluding to an incident that took place only a few days before the February 23 meeting, Wright testified that Rieck's behavior at the negotiating table became even worse after she asked Wright to use her lunch break to review changes that Rieck wanted to make in nursing policy, and Wright refused to do this because the Union negotiator's had been threatened with AWOL and disciplinary action.

Wright also testified that on February 23 during the one and one half to two hours before she made the remark for which she was suspended, Rieck kept interrupting her with snide remarks. Wright also mentioned conduct that took place, whenever Wright was not at the table, such as Rieck making comments indicating that Respondent's negotiator's were easy to get along with compared to the Union's negotiating team. When Wright was at the table, however, she says it was just an all out war. According to Wright, after the constant interruptions by Rieck, she became angry and made the remark "listen here you fucking bitch" to Rieck. In these circumstances, it is concluded that Rieck's

remarks and behavior provoked Wright to impulsively voice the remark.

The nature of the intemperate language and conduct needs also to be considered. *Defense Mapping Agency* deals with the nature of the intemperate language and conduct. Here, the Respondent asserts that the single remark "listen here you fucking bitch", constitutes flagrant misconduct because it was of such an outrageous and insubordinate nature that it must be removed from the protection of the Statute. It is well established that an employee, when acting in his/her capacity as a union representative, is entitled to greater latitude in both speech and action than in normal circumstances. *Grissom AFB,* 51 FLRA at 7; *INS*, 44 FLRA at 1395. Conduct that has been found flagrant misconduct and outside the ambit of protected activity can be found in *Veterans Administration Medical Center, Birmingham, Alabama and American Federation of Government Employees, Local 2207*, 35 FLRA 553 (1990); *Veterans Administration, Washington, DC and Veterans Administration Medical Center, Cincinnati, Ohio*, 26 FLRA 114 (1987)(VA). The instant case, however, does not involve either life-threatening conduct or racial epithets as found in the above cases.

Respondent argues that the use of the term "bitch" in this case had gender connotations which should not be tolerated. It has been found that racial epithets constitute flagrant misconduct. The rationale in *VA* is that racial epithets carry vilification of an individual by reference to an entire group by race rather than a particular course of action. Since there is a clearly expressed public policy against racial discrimination in the workplace and racial stereotyping tends to undermine that policy, it was found that racial epithets do not fall within the protections of the Statute. There were no life-threatening situations or racial epithets in this case.

There is a similarly expressed policy against sexual discrimination in the workplace and sexual stereotyping tends to undermine that policy, and sexual epithets could fall outside the protection of the Statute. The

undersigned, however, was unable to find any case holding that sexual epithets do not fall within the protection of the Statute. Even though a public policy against ethnic discrimination exists (as there is against sexual discrimination) in the workplace, the Authority has held that even an ethnic epithet did not constitute flagrant misconduct. *Department of the Navy*, 45 FLRA at 138. Thus, if references to an agency official breaking kneecaps because of his ethnic origin does not amount to a flagrant misconduct, then calling an Agency official a "fucking bitch" certainly, without considering whether it is indeed flagrant misconduct under the considerations set out by the Authority, would not be. The remark in *Department of the Navy* is far more outrageous, in my opinion, than the remark made by Wright since it appeared from the record that the term "fucking bitch" is simply a commonly used form of name calling, while the remark in *Department of the Navy* indicates that the agency official would commit an illegal action because members of his ethnic group have a propensity for committing such actions.

Finally, I agree with the General Counsel that even if the term "bitch" is considered to be a sexual epithet, the use of such language by union officials while engaged in protected activity does not necessarily constitute flagrant misconduct. Besides, the record clearly established in my opinion, that the term "bitch" is not considered a sexual epithet at Respondent's facility. Sexism, in my view, is an attitude not exhibited in the remark that occurred here, where one female called another an obscenity that is widely used as cursing at this facility. Rather, the record displays that this term is commonly used by employees who work at the prison. Again Wright's uncontested testimony that managers and supervisors have referred to her as a "bitch" and have made comments such as "you know, you can be a real bitch" is uncontradicted. Furthermore, Wright's testimony discloses that employees at the prison use profanity frequently on the job, and the use of profanity is common in a prison environment. Moreover, Wright testified that during the negotiations, both sides exchanged profanity back and forth. Indeed Rieck acknowledged that Respondent's negotiators used profanity during the negotiations. Thus,

it was shown that employees and management officials at the prison, use the term "bitch" as a form of profanity and that profanity was used by both sides during the negotiations in this case. In the circumstances of this case, it is concluded that the remark by Wright was no more outrageous than many remarks made by other employees, with impunity.

The record confirmed by a preponderance of the evidence that Wright was engaged in protected activity at the time she made the remark to Rieck and that the remark did not constitute flagrant misconduct because: (1) the comment was made during robust contract negotiations in a closed room rather than in a public area; (2) the comment was impulsive, not designed; (3) Wright was provoked by Rieck's constant interruptions; and (4) the language used by Wright was within the "leeway" afforded to employees acting as union representatives. Despite all the factors mentioned in *Defense Mapping Agency* were met here, it should be noted that the Authority has also held that the factors need not be applied in any particular way in determining whether an action or conduct constitutes flagrant misconduct. *U.S. Department of Defense, Defense Logistics Agency and American Federation of Government Employees, Local 2963*, 50 FLRA 212 (1995). In *Defense Logistics Agency*, the Authority held that even though the grievant's statements were found by the arbitrator to be not impulsive and not made as a response to a specific act by the supervisors, the statement was still found not to be of such outrageous and insubordinate nature as to remove it from the protection of the Statute.

Respondent's action in suspending Wright for a violation of the Standards of Employee Conduct without taking into account that she was acting in an representational capacity when she made the remark, was at its peril. The record clearly shows that Wright was acting in a representational capacity when she made the remark which has already been found within the ambit of protected activity. It also revealed that the Warden was aware of the protected nature of the statement, but chose to ignore that in his consideration of Wright's suspension. Thus, the Warden admitted that in his mind Wright was an employee who just happens to be a Union official. Based on the record

evidence, it is concluded that Wright was suspended for conduct as an employee and that Respondent ignored Wright's status as a Union official who was engaged in protected activity when it suspended her for the remark she made.

Respondent's effort to prove a legitimate justification for Wright's 3 day suspension does not withstand scrutiny. The Warden stated, in essence, that he could not condone personal conflicts which might impact on inmates; that it is important for management to present a united front in order to prevent manipulations by the inmate populations. The record on the other hand, revealed that negotiations took place in a separate building outside of the institution. It also shows that the rooms where the negotiations were conducted, were blocked off where nobody would be able to see into the room and that everything was fairly private. Indeed there was no evidence that any inmate was or could have been privy to the remark Wright made. Since there is no corroboration or documentation to support this reason, I am constrained to conclude that the reasons asserted for suspending Wright for protected conduct that she engaged in as a union representative are pretextual. *Department of the Air Force, Ogden Air Logistics Center, Hill Air Force Base,* 35 FLRA 891 (1990); *Internal Revenue Service, Philadelphia Service Center*, 54 FLRA 674 (1998); *Department of Housing and Urban Development, Pennsylvania State Office, Philadelphia, Pennsylvania*, 53 FLRA 1635 (1998).

It is worthwhile repeating, that Respondent's officials also engaged in profane and demeaning conduct during the negotiations. It is also noteworthy, that the Warden did not deny that management official's conduct was brought to his attention and he did nothing about their misconduct, which certainly had the same potential for impacting on inmates, had they overheard the remarks. Failing to take any action against Respondent's officials undercuts, in my view, the Warden's claim that Wright's remark could have had a potential impact on the inmate population.

In addition, Respondent's rebuttal that it would have taken the same action regardless of the employee's union activity misses the point. Here again, it is uncontested

and I find that Respondent's negotiators directed offensive remarks toward Wright, that Wright told the Warden of the misconduct directed at her during negotiations, yet there is no evidence that any of Respondent's negotiators received any discipline for their profane and equally offensive remarks. Where Respondent's negotiators also used profanity and in it is uncontested that profanity including the term "bitch" was used by employees at the prison, I conclude that the reasons advanced by the Warden to support Wright's discipline are pretextual.

Furthermore, Respondent's claim that it adhered to a policy against workplace violence in disciplining Wright is short of the mark. The totality of the circumstances disclose, that although Rieck might have been shocked and offended by the remark, it did not contain any threat of violence towards her. Moreover, immediately after she made the remark, Wright called a caucus and later apologized to Rieck for the remark. Thus, there is ample evidence to conclude that this isolated remark which was not only impulsive, but provoked, did not constitute a threat or intimidation. In this regard, it is again noted that the term, "bitch" is commonly used at Respondent's facility as profanity. Furthermore, the Authority has found threats containing more potential for violence than the remark made by Wright not to constitute flagrant misconduct. Therefore, it is concluded that the policy on workplace violence relied on by Respondent was not a motivating factor for the disciplinary action against Wright.

In summary, an employee when acting in his/her capacity as a union representative, is entitled to greater latitude in both speech and action than in normal circumstances. In this matter, Wright was engaged in protected activity when she made the remark "listen here you fucking bitch" to Rieck and the remark, therefore, fell within the ambit of protected activity. Respondent, while calling the remark flagrant misconduct, admittedly did not consider that Wright's remark was made while she was engaged in protected representational activity and therefore, acted at its own peril in suspending Wright for 3 days for conduct that occurred while she was engaged in contract negotiations.

Based on the record as a whole, it is found that the General Counsel established by a preponderance of the evidence that Wright's 3-day suspension was motivated solely by her protected activity. Furthermore, it is found that the Respondent's proffered reasons for its actions were pretextual and not supported by the record. Accordingly, it is found that Respondent violated section 7116(a)(1) and (2) of the Statute by suspending Cindy Wright for conduct that occurred during the course of protected representational activity.

In view of the above conclusions and findings, it is recommended that the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, the U.S. Department of Justice, Federal Bureau of Prisons, Federal Medical Center Fort Worth, Texas, shall:

1. Cease and desist from:

(a) Interfering with, restraining, or coercing its employees by disciplining Cindy Wright or any other representative of the American Federation of Government Employees, Local 1298, the exclusive representative of a unit of our employees, for conduct engaged in while performing union representational duties under the Statute.

(b) In any like or related manner, interfering with, restraining, or coercing our employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Expunge from its files all records of, and references to, the 3-day suspension given to Cindy Wright,

and make him whole by reimbursing her for all losses he incurred as a result of the 3-day suspension, including backpay with interest, and any other benefits lost due to the suspension.

(b) Post at its facilities where bargaining unit employees represented by the American Federation of Government Employees, Local 1298 are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the Warden, U.S. Department of Justice, Federal Bureau of Prisons, Federal Medical Center, Fort Worth, Texas, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(c) Pursuant to section 2423.41(e) of the Authority's Rules and Regulations, notify the Regional Director, Dallas Regional Office, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, June 29, 2000.

_____

ELI NASH, JR.
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the U.S. Department of Justice, Federal Bureau of Prisons, Federal Medical Center, Fort Worth, Texas, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT interfere with, restrain, or coerce our employees by disciplining Cindy Wright or any other representative of the American Federation of Government Employees, Local 1298, the exclusive representative of our employees, for activity protected by the Federal Service Labor-Management Relations Statute.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

WE WILL expunge from our files all records of, and references to, the 3-day suspension given to Cindy Wright and make her whole by reimbursing him for all losses he incurred as a result of the 3-day suspension, including backpay with interest, and any other benefits lost due to the suspension.

_____
(Respondent/Agency)

Dated:_____
By:_____
(Signature) (Warden)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or

compliance with its provisions, they may communicate directly with the Regional Director, Dallas Regional Office, whose address is: 525 Griffin Street, Suite 926, Dallas, TX 75202 and whose telephone number is: (214)767-4996.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by ELI NASH, JR., Administrative Law Judge, in Case No. DA-CA-90712, were sent to the following parties:

CERTIFIED MAIL & RETURN RECEIPT	**CERTIFIED NOS:**
Bobby Devadoss, Esquire John Bates, Esquire Federal Labor Relations Authority 525 Griffin Street, Suite 926 Dallas, TX 75202	P168-060-202
Kenneth Hyle, Esquire Federal Bureau of Prisons 320 First Street, NW, Rm. 726 Washington, DC 20534	P168-060-203
Cindy Wright, President AFGE, Local 1298 3150 Horton Road Ft. Worth, TX 76119	P168-060-204

REGULAR MAIL:

President
AFGE, AFL-CIO
80 F Street, NW.
Washington, DC 20001

_____
CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: JUNE 29, 2000
WASHINGTON, DC