UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATION LAW JUDGES
WASHINGTON, D.C. 20424

MARINE CORPS LOGISTICS BASE, BARSTOW, CALIFORNIA Respondent and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1482, AFL-CIO Charging Party	Case Nos. 8-CA-70003 8-CA-70048

Jonathan S. Levine, Esq.
For the General Counsel

Major Charles W. Dorman
and
Mr. William M. Petty
For the Respondent

Before: ELI NASH, JR.
Administrative Law Judges

DECISION

Statement of the Case

This is a consolidated proceeding under the Federal Service Labor-Management Relations Statute, 92 Stat. 1191, 5 U.S.C. section 7101 et seq. (herein called the Statute). It was instituted by the Regional Director of Region 8 based upon unfair labor practice charges filed on October 3, 1986 and October 28, 1986, respectively by the American Federation of Government Employees, Local 1482, AFL-CIO (herein called the Union) against Marine Corps Logistics Base, Barstow, California (herein called the Respondent). The consolidated

Complaint alleged that Respondent violated section 7116(a)(1) and (2) of the Statute by lowering an employee's appraisal because he engaged in protected activity on behalf of the Union; by making statements in a letter to bargaining unit employees which indicated that employees who engage in protected activity will suffer a lower annual performance appraisal as a result of engaging in such protected activity; and, by prohibiting a union representative from investigating an employee complaint unless the union representative identified the complaining employee by name.

Respondent's Answer denied the commission of any unfair labor practices.

A hearing was held before the undersigned in Barstow, California at which the parties were represented by counsel and afforded full opportunity to adduce evidence and to call, examine, and cross-examine witnesses and to argue orally. Timely briefs were filed by the parties and have been duly considered.

Upon consideration of the entire record in this case, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommendations.1/

Findings of Fact

A. Case No. 8-CA-70003.

Mr. Frank Wyman has been employed by Respondent for approximately four years as a fire fighter. Wyman had a total of about 17 years fire fighting experience, having previously worked for a city fire department. Wyman was removed from employment in 1985 and returned to work in January of 1986, after a 12 month absence, through the intervention of the Merit Systems Protection Board. That removal has no significance in this matter. During all pertinent periods, Wyman held the position of Union Steward and was the sole steward in Respondent's Fire Department where he filed numerous employee grievances.

1/ Respondent's uncontested motion to correct transcript is granted.

On April 28, 1986, Wyman was given his annual performance appraisal by his supervisor, Captain John Contreras. The appraisal covered the period of January 26 through April 28, 1986 and while it was for a 90-day period served as a yearly evaluation. On that date, Contreras called Wyman into this office and presented him with the performance appraisal which the two men began to discuss. Contreras began by telling Wyman that he had rated him as satisfactory in all the critical elements of his job. According to Wyman, Contreras told him that he was a "very good worker" and had given an "outstanding class" to fire department personnel on aspects of fire extinguishers. Contreras continued that in his 20-25 years as a fireman he had never heard of all the information that Wyman had taught and congratulated him on taking a small fire extinguisher class and expounding on it.

Notwithstanding this praise, Contreras allegedly then told Wyman that he could not rate him higher due to his absence from the job on union business. According to Wyman, Contreras said that he couldn't rate him if he was not on the job because he missed a lot of drills and classroom training sessions. He then told Wyman, "if you would give the fire department 110 percent like you give the Union 110 percent, I would have rated you higher."2/ Interestingly, Contreras' testimony concerning this meeting is similar in several crucial areas. Further, Contreras apparently realized after the meeting that he had made some statements to Wyman which were prohibited. Thus according to Contreras he was unable to give Wyman a "true" evaluation as his absence from the job meant he missed drills; in order for Wyman to improve his evaluation he had to be at the job more and when pressed by Wyman, Contreras acknowledged that he was specifically talking about Wyman's absence due to his union activities. The crux of Contreras' testimony is that he told Wyman that attendance on the job was required in order for him to get an improved evaluation. Specifically, Contreras states and I credit him, that he "included annual leave and union activities" in his analysis of Wyman's rating. Documentary evidence shows that Contreras did make a statement to Wyman during this meeting about "union duties affecting his work performance." However, it is my belief

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2/ Also of note is the fact that Contreras never denied Wyman's testimony that he told him that if he gave the Fire Department "110 percent like he gave the Union 110 percent, I would have rated you higher."

that Contreras, no matter at which point in the conversation he made the statement meant he had taken all of Wyman's absences, not only the absences due to union business, into account.

Since Contreras informed Wyman that he had not rated him higher on his performance appraisal due to missing training drills and classroom time because of his union business, and annual leave Wyman submitted a request for information to the F & S Division Administrative Officer on September 4, 1986. The letter requested a listing of the training and drills Wyman missed due to his union activities and copies of the Captain's Log Book, the Dispatcher's Log Book and the training and drilling reports.

Respondent replied by letter dated September 23, 1986,3/ and signed by Contreras, by providing the following information to Wyman:

> Subj: REQUEST FOR INFORMATION
>
> Ref: (a) AFGE letter F86-219-DB dated 4 Sep 1986 FW/ca
>
> 1. The following information is provided as requested by the reference:
>
> a. Dates/time of union business that conflicted with formal drills, continuous equipment

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3/ Despite Wyman's testimony that he received Respondent's September 23, 1986, informational response via the guard mail, Respondent at the hearing, appeared to argue either that it never meant to provide this letter to Wyman or that Contreras did not know it would be provided to Wyman. I frankly do not understand Respondent's point. Apart from Wyman's testimony in this regard, Respondent's own transmittal sheet clearly indicates that the September 23, 1986 letter was intended to be sent to Wyman. In addition, Contreras testified that in his view, the information contained in the document was accurate. Thus according to Contreras the Fire Chief asked Contreras to provide him with information so that he could answer Wyman's September 4 request for information. Accordingly, he researched the matter, checked the log books, and provided a written response to the Fire Chief ostensibly to be given to Wyman.

familiarization and exposure to daily work routines (all three are required to insure proficiency through attendance on the job in the fire house, on the trucks and at industrial sites) are as follows:

DATES	TIMES
27 Feb 86	1325-1503
7 Mar 86	0900-1100
27 Mar 86	1315-1450
14 Apr 86	1205-1608
18 Apr 86	1305-1640
22 Apr 86	1205-1528
24 Apr 86	1215-1555

Since in Wyman's opinion the September 23, 1986 informational response failed to provide all of the information he requested in his September 4 letter again on October 8, 1986, Wyman requested copies of the Captain's Log Book, Dispatcher's Log Book and training and drilling reports for training and drills he was alleged to have missed due to his union duties. The Dispatchers Log indicates who is assigned to which engine company on a particular day, the station captain and assistant chief on duty, and daily events of the fire station, including the times when training and drills are accomplished. The Captain's Log serves a similar function, with its primary emphasis being to keep track of what the Captain deems of importance. By letter dated October 30, 1986, Respondent provided the information requested on September 23.

In reviewing the information provided by Respondent, Wyman discovered that although it was true that he had used 1-1/2 hours of official time on February 27, 1986, according to the Fire Department Dispatcher's Log and Captain's Log, no training or drills occurred on that particular date. Similarly, a review of the logs and drill reports or March 7 and 27, and for April 14, 22 and 24, 1986, revealed that while Wyman had indeed been engaged in union functions, he missed no formal drills for training, contrary to Contreras' assertions in his September 23, 1986 information response. The one instance where Wyman's union activities conflicted with a formal drill occurred on April 18, 1986. Wyman also missed a fire sprinkler inspection on April 24, due to his use of official time but testified that he had attended an

identical inspection previously on the same piece of equipment, at the same building site, and also gave credited testimony that he was totally proficient on the sprinkler system.

B. Case No. 8-CA-70048.

Sometime around October 16, 1986, Wyman was told by a fellow worker, Mr. John Noxon, of a problem he had concerning working mandatory overtime. Noxon's concern obviously must have had some validity to Wyman. Noxon apparently had complained to others about the problem. It would be reasonable to assume, noting the number of individuals Noxon complained to, that there was a potential matter for investigation. The next day, October 17, 1986, Wyman reported for duty at the Yermo fire station and was granted official time by his supervisor, Acting Captain George Dennis. Wyman reported to the Nebo fire station soon thereafter where he began a meeting with Captain John Carmichael, Noxon's supervisor. However, Carmichael told Wyman that there was a problem with his official time and inquired if Wyman had been granted official time to speak with him? Wyman told Carmichael that Dennis, Wyman's supervisor, at Yermo had granted him official time, but Carmichael insisted that Wyman get it clarified.

The record shows that Wyman went back to Yermo and that he did indeed obtain Dennis' permission to take official time to investigate an employees' problem in Building 18. Dennis apparently was unaware of any problem and called Carmichael on Wyman's behalf. When Dennis returned a few minutes later, he told Wyman that he could meet with Carmichael after lunch. Wyman also confirmed his appointment with Carmichael over the telephone. Up to this point Wyman was not challenged as to whether he had been authorized official time in the afternoon to see Captain Carmichael.

Wyman checked in with the dispatcher at about 2:45 p.m. and was directed to Carmichael's office where he was told to sit down. After exchanging initial pleasantries, they began to discuss the overtime issue. Carmichael proceeded to show Wyman the overtime roster when suddenly, Carmichael's door was opened by his supervisor, Assistant Fire Chief, John Harris. Harris asked a startled Carmichael, "What is he doing here?" referring to Wyman. Before Carmichael could complete his answer, Harris interrupted and asked Wyman,

"Who gave you official time to be here?" Wyman began to answer when Harris cut him off and continued, "Who are you here representing?"

Wyman responded that he was there on official time representing a bargaining unit member on a complaint. Harris then asked, who is that? Who is it? Tell me his name? Who are you representing. Wyman answered, "Chief, I really don't have to give you the employee's name. This is just a simple union steward investigation. The man doesn't have a grievance yet. I don't know what's happening. I'm here investigating it." Harris then told Wyman, "Well, you just can't come waltzing into my fire house unannounced. You get your ass back to Yermo if you're not going to give me . . . the employee's name." Accordingly, after a brief meeting in Harris' office, Wyman returned to the Yermo fire station. The record reveals that Noxon talked with Carmichael and Harris concerning the overtime matter. According to them, Noxon did not want to file a grievance. There is no indication however, that Noxon informed Wyman that he wanted to drop the matter. In such circumstances, it is found that Wyman was investigating a specific employee complaint. I credit Wyman concerning what occurred during the two meetings of October 17, 1986.

The testimony of Harris and Carmichael, although containing some differences in fact essentially corroborates Wyman. Thus both Carmichael and Harris testified that the latter approached Wyman during his meeting with Carmichael, asked him who had filed the grievance which he was investigating and when Wyman refused to reveal the name of the complaining employee, terminated the properly authorized meeting and sent him back to Yermo. In fact, according to Harris' approach to a steward's use of official time, it doesn't matter if a first level supervisor has granted an employee official time. Harris testified, "I felt that wasn't a good reason to be over investigating any kind of complaint because there was no evidence of any complaint being filed."

Discussion and Conclusions

A. Was previous settlement agreement set aside.

At the outset, Respondent moved to dismiss this matter contending that the Regional Director of Region 8 set aside a settlement agreement in Case No. 8-CA-60354 which involved

the conduct in Case No. 8-CA-70003, alleged to be violative of the Statute, without affording Respondent an opportunity to be heard before the Regional Director reached his decision to set the settlement agreement aside. Respondent then questions whether the decision to set aside the settlement agreement was predicated on proof that it violated the terms of the settlement agreement or whether the agreement was set aside on mere allegations of counsel. Respondent's motion to dismiss was taken under advisement and is ruled on herein.

The General Counsel by way of opposition, argues that the issues in 8-CA-70003 and 8-CA-60354 are markedly different. In its view, one case involves an oral statement made by a supervisor to an employee while the other alleges a specifically alleged discriminatory performance appraisal and an alleged unlawful written statement issued to an employee. The General Counsel insists that the settlement agreement in 8-CA-60354 had not been revoked; that withdrawal by the Charging Party of its 7116(a)(2), (4) and (8) allegations in 8-CA-60354 was unrelated to the settlement of the charge in that case; and, that there is no documentary evidence that withdrawal of portions of the change was a quid pro quo for settlement of Case No. 8-CA-60354.

Respondent correctly asserts that there is no evidence of noncompliance with 8-CA-60354. Furthermore, Respondent is also right in suggesting that a review of the charges, specifically the 7116(a)(1) charge shows a striking similarity. However, it is clear that the settlement agreement in 8-CA-60354, in its final form, involves only the allegation involving "statements to unit employees who happen to be union representatives to the effect that their performance evaluation probably would have been higher had they not spent so much time on activity on behalf of [the Union]." The section 7116(a)(2), (4) and (8) allegations of the charge in 8-CA-60354 were withdrawn on August 25, 1986, several days before the settlement agreement was mailed to Respondent's representative. Thereafter, on January 5, 1987, the Regional Director corrected an inadvertence regarding the withdrawal and notified Respondent that the section 7116(a)(1) portion of the charge "remained open pending compliance." The Regional Director makes no mention of the 7116(a)(2), (4) and (8) allegations having been settled.

Compromise on settlement negotiations antedating issuance of complaint long been held to have no probative value as evidence of guilt or liability. See Lexington

Telephone, 39 NLRB 1130. Besides, the National Labor Relations Board found in a similar factual setting "it is necessary that [the] Regional Director expressly approve in writing the offered settlement in its totality after all the disputed issues are resolved. Anything short of this position opens the door to possible confusion and misunderstanding as to whether or not a settlement has been effectuated . . . ." Campbell Soup Company, 152 NLRB 1645 (1965). Here Respondent's reliance on conversations with an FLRA employee during negotiations for settlement is misplaced. Thus, express approval by the Regional Director is necessary to close a settlement agreement. The record is devoid of such express approval. The only approval by the Regional Director shown in this matter concerns the 7116(a)(1) allegation.

A review of both charges in this matter shows a striking similarity. As previously noted, however, the 7116(a)(2), (4) and (8) sections of the charge were withdrawn prior to settlement leaving only the 7116(a)(1) statement. The settlement agreement in 8-CA-60354 addresses an oral statement made to unit employees who happen to be union representatives which was not the allegation of the present complaint. Also the earlier settlement did not deal at all with the section 7116(a)(2) violation alleged herein. Under these circumstances, it is found that 8-CA-60354 did not settle the 7116(a)(1) and (2) allegation regarding the lowering of Wyman's appraisal found in 8-CA-70003. Further, the section 7116(a)(1) statement settled in Case No. 8-CA-60345 differs from the allegation in this case. Accordingly, Respondent's motion to dismiss is denied.

B. Case No. 8-CA-70003.

1. The respective burdens of proof in the matter are delineated by Internal Revenue Service, Washington, D.C., 6 FLRA 96 (1981) where the Authority stated that the burden is on the General Counsel to make a prima facie showing that the employee involved had engaged in protected activity and that such conduct was a motivating factor in the agency's conduct towards that employee. To avoid a finding of a section 7116(a)(2) the agency then has the opportunity to show by a preponderance of the evidence that it would have reached the same decision regarding its action even in the absence of the employees protected activity.

Having credited Wyman and further because Contreras' own testimony corroborates Wyman's that he was told he was not

rated higher because of his absence from the job on union business, it is found that Wyman's protected activity was considered in the preparation of the appraisal at issue. In this regard, it is clear from Contreras' testimony and from the September 23, 1986 informational response that part of the motivation for the rating was Wyman's absence from the job. And part of the reason for Wyman's absence was his engaging in protected activity. Since the settlement agreement in Case No. 8-CA-60354 involved the very statement attributed to Contreras, its limited use herein is only to establish motivation for the appraisal and it is not used herein to establish a statutory violation. Accordingly, a prima facie case was established by the General Counsel.

With regard to the allegation that Wyman's appraisal was lowered because of this protected activity, it is found, however, that the General Counsel never established that Wyman's appraisal was lowered to satisfactory from a higher rating nor was it disclosed that Wyman's work was ever more than satisfactory. The General Counsel attacks the rating as improper and suggests that Respondent's defense became "unravelled" because the reasons given at the hearing were pretextual. The crucial question to be answered here is not whether Respondent's reasons were pretextual, but whether Wyman's performance appraisal was lowered. The record evidence in this matter does not suggest at any juncture that Wyman would have been rated higher than satisfactory. According to Wyman, he was told that he was a "very good worker" and had given an "outstanding class." These statements, standing alone, fail to establish that his rating in any area would have been higher or even that his overall rating would have been higher or that it was lowered. At best it shows only that he had been outstanding in one aspect of his work. Such a showing however, falls far short of establishing that Wyman's overall appraisal rating for the period he was rated would have been better had he been present more often or had he not been engaged in protected activity. See United States Treasury Department, Bureau of Engraving and Printing, 19 FLRA 366 (1985)); Veterans Administration Medical Center Buffalo, New York, 13 FLRA 283 (1983). What the record evidence does establish is that Wyman had never been rated higher than "satisfactory." The question thus, must be asked, why if he were complimented on one aspect of his work would a rating of higher than satisfactory be expected. The answer is that it would not. Contreras' praise to Wyman was merely preliminary and appears to contain some idle chatter prior to giving Wyman the already prepared appraisal. Contreras' statement cannot

be construed to mean that he felt Wyman was an outstanding employee or that he had thought about rating Wyman higher than satisfactory. Moreover, Contreras' answer, if he is to be believed, was in response to Wyman asking how he could improve his appraisal. If Wyman's asking how he could improve is the case, not even Wyman expected a higher rating at that time. Nor is there any record evidence that any employee similarly situated to Wyman had been rated higher than satisfactory when complimented on one area of his work.4/ Since there is no record evidence that Wyman's appraisal was lowered from a previous higher rating or that Wyman's work performance should have been judged as something more than satisfactory, it is found that the General Counsel has not met its burden of proving that the Respondent violated section 7116(a)(1) and (2) of the Statute by lowering the performance appraisal of Wyman.

2. The General Counsel also alleged that Respondent violated section 7116(a)(1) of the Statute by informing Wyman, in writing, that employees who engage in protected conduct will receive a lower annual performance appraisal. Respondent, contrarily, asserts that the statement of the letter is ambiguous, therefore, it should be determined from the surrounding circumstances whether the employee could reasonably have drawn a coercive inference from the statement.

The letter, dated September 23, 1986 informed Wyman that there were occasions when union business conflicted with his job requirements. The clear import of the letter being that Wyman could only be proficient through attendance on the job, thereby precluding his participation in the union business mentioned above. The clear inference of the letter, particularly since Wyman had just been told by Contreras that he needed to forego some protected activities in order to improve his appraisal, is that protected activity could be a "negative factor" in such ratings, and that engaging in such protected activity would affect how an employee is rated. Even Contreras recognized, in afterthought, that his

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4/ Respondent erroneously asserts in its brief that Wyman was counselled at the time of his appraisal review. The record evidence disclosed that neither Contreras or Wyman considered this a counselling session as Contreras said there was no need to counsel an employee for "satisfactory" work, which is how he rated Wyman. This meeting was merely to review Wyman's appraisal.

messages to Wyman concerning not being rated higher infringed his right to engage in protected activity. Surely, Wyman received the same message from the letter. Accordingly, it is found that the written statement explicitly linked chances for future improved performance appraisals to Wyman's level of protected activity and is violative of section 7116(a)(1) of the Statute.

C. Case No. 8-CA-70048.

The Complaint alleges that Respondent violated the Statute by prohibiting a union representative from investigating an employee complaint unless the union representative identified the complaining employee by name. The record leaves no doubt that Respondent prevented such action. At the hearing, however, certain credibility problems, arose which were not totally resolved by the documentary evidence offered. Thus it was not clear when the events occurred and the record did not aid in entirely resolving that problem. Wyman was straight forward in his testimony in this matter, therefore, I credit him.

The record disclosed that on October 16, 1986, Wyman was told by John Noxon, a fellow fire fighter, that Noxon had a problem concerning mandatory overtime. As a result, on October 17, Wyman requested and was granted official time by his supervisor, George Dennis, to go to the Nebo side of the Base and talk with Noxon's supervisor, John Carmichael. Although Respondent attempts to establish different time frames in which events occurred, as already noted, I credit Wyman who to some extent is corroborated by the various work logs of that day. In any event, once on official time and talking with Carmichael, Wyman was cut off by Assistant Chief Harris who demanded to know which employee Wyman was representing. When Wyman told Harris that he was only involved in a simple union steward investigation, Harris told Wyman that unless he told him the name of the complaining employee, he would have to get his "ass back to Yermo." Wyman refused to identify the grievant and as a result, returned to Yermo. Harris testified that he returned Wyman because of Article 8, Section (3)(a) of the Master Labor Agreement allows official time to discuss and investigate only specifically identified complaints of employees with respect to matters covered by the agreement.

The grievance/complaint herein was specifically identified. Noxon told Wyman that he was having a problem with mandatory overtime. Unquestionable this is the

complaint Wyman was investigating, on official time granted by his supervisor Dennis. Record evidence clearly reveals that Wyman was released by Dennis on October 17, 1986, around 1445 and he was authorized 2 hours official time to investigate an employee complaint in Building 18.

Respondent cites Social Security Administration, Baltimore, Maryland, 18 FLRA 55, 67 (1985) as controlling. That reliance is completely misplaced. In Social Security, supra, the union representative in question was found to be engaged in wasteful time practices. The finding there was a balance of management's right or duty to run its operation as efficiently and economically as possible. Norfolk Naval Shipyard, 15 FLRA 867 (1984) however, clearly establishes that any action in curtailing official time of representatives must be "warranted." That rationale is applicable to this case.

Respondent asserts, as previously stated that this is a matter of contract interpretation. However, the record is devoid of any bargaining history suggesting that the Union waived its right to investigate grievances or that management alone, as Respondent argues in brief, determines when and where meetings with union representatives are to take place. Absent a clear and unmistakable waiver of that right, I am unable to defer to Respondent's interpretation. Department of the Air Force, Scott Air Force Base, Illinois, 5 FLRA 9 (1981).

Similarly, Respondent insists that it believed Wyman was abusing official time and that it had a duty to minimize that abuse. This suggestion does not hold water. There is absolutely no evidence of abuse of official time, by Wyman or any other union representative, on this record. What is on the record is officiousness by Assistant Chief Harris in an unwarranted attempt to stop an investigation of a potential complaint for which official time had already been authorized. Clearly there was a specific complaint from Noxon to Wyman. Further, Noxon apparently complained to everyone about the overtime situation including Carmichael and Harris, as well as Wyman. Noxon it seems told those two he was satisfied and Carmichael testified that he "apologized" to Noxon. So obviously, something was amiss with Noxon. Wyman legitimately, after being requested by Noxon to look into the matter sought to investigate. Unfortunately for Wyman, Noxon apparently told everyone that

the problem was settled, except Wyman. Consequently, Wyman drew the ire of Harris who was sure that no complaint existed and used the opportunity to castigate Wyman.

Under all the circumstances, I agree with the General Counsel, and find that the evidence establishes that Harris' intrusion into the already authorized grievance investigation meeting and his ordering Wyman to return to Yermo because he would not reveal the name of an employee grievant, although such identification is not required, is violative of section 7116(a)(1) of the Statute. Accordingly, it is recommended that the Authority adopt the following:

ORDER

Pursuant to Section 7118(a)(7)(A) of the Federal Service Labor-Management Relations Statute, 5 U.S.C. Section 7118(a)(7)(A) and Section 2423.29(b)(1) of the Rules and Regulations, 5 C.F.R. Section 2423.29(b)(1) the Authority hereby orders that the Marine Corps Logistics Base, Barstow, California shall:

1. Cease and desist from:

(a) Making written statements to bargaining unit employees which carry the impression that they will suffer a lower annual performance appraisal or other consequences because they exercised their statutory right to act as a union representative.

(b) Interfering with the investigation of bargaining unit employee complaints by union representatives by rescinding official time granted to a union representative for purposes of investigating such complaints unless and until the complaining employees are identified by name.

(c) In any like or related manner, interfering with, restraining, or coercing any employee in the exercise of the rights guaranteed by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action designed and found necessary to effectuate the policies of the Statute:

(a) Pursuant to Section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region 8, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

(b) Post at its Barstow, California facility 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 Base Commanding Officer 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 insure that Notices are not altered defaced, or covered by any other material.

Eli Nash, Jr.

ELI NASH, JR.
Administrative Law Judge

Dated: February 22, 1988
Washington, D.C.

NOTICE TO ALL EMPLOYEES

PURSUANT TO

A DECISION AND ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

AND IN ORDER TO EFFECTUATE THE POLICIES OF

CHAPTER 71 OF TITLE 5 OF THE

UNITED STATES CODE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT make written statements to bargaining unit employees which carry the impression that they will suffer a lower annual performance appraisal or other consequences because they exercised their statutory right to act as a union representative.

WE WILL NOT interfere with the investigation of bargaining unit employee complaints by union representatives by rescinding official time granted to a union representative for purposes of investigating such complaints unless and until the complaining employees are identified by name.

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

_____
(Activity)

Dated: _____ By: _____
(Signature) (Title)

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 any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Region VIII, whose address is: 350 South Figueroa Street, 3rd Floor, Room 370, Los Angeles, California 90071, and whose telephone number is: (213) 894-3805.