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

ANTILLES CONSOLIDATED EDUCATION ASSOCIATION (OEA/NEA), SAN JUAN, PUERTO RICO Respondent and BETTE L. BENDER, An Individual ELIZABETH PAWSON, An Individual ANTOINETTE TORRES DE PEREZ, An Individual Charging Parties	Case No. 2-CO-70016

Hung T. Nguyen, Esq.
For the Respondent

Cecile M. O'Connor, Esq.
For the General Counsel

Before: SALVATORE J. ARRIGO
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. section 7101, et seq. (herein the Statute).

Upon an unfair labor practice charge having been filed by the captioned Charging Parties against the captioned Respondent, (herein sometimes the Union or ACEA) the General Counsel of the Federal Labor Relations Authority (herein the Authority), by the Regional Director for Region II, issue a Complaint and Notice of Hearing alleging Respondent violated the Statute when it assessed bargaining unit employees who were not members of the Union a sixty dollar annual fee if they wished to participate in Union administered dental/optical plans.

A hearing on the Complaint was conducted in San Juan, Puerto Rico at which all parties were represented by counsel and afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. Briefs were filed by counsel for the Respondent and counsel for the General Counsel and have been carefully considered.

Upon the entire record in this case, my observation of the witnesses and their demeanor and from my evaluation of the evidence, I make the following:

Findings of Fact

At all times material the Union has been the exclusive collective bargaining representative of various teachers and other professional employees employed by the Antilles Consolidated School System (herein ACSS or the Agency) at various locations in Puerto Rico. The Charging Parties are employees of ACSS and are in the bargaining unit.

In 1978 the United States Code was amended to ensure, inter alia, that education provided by certain facilities as the Antilles Consolidated School System would be comparable to the free public education provided for children in the District of Columbia. Comparability also extended to the working conditions of personnel delivering such education. Thus, 20 U.S.C. § 241, (herein sometimes the Comparability Law) states, in relevant part:

> "For the purpose of providing such comparable education, personnel may be employed and the compensation, tenure, leave, hours of work, and other incidents of the employment relationship may be fixed without regard to the Civil Service Act and rules and the following . . . (various Code citations not relevant herein). . . . Personnel provided for under this subsection outside of the continental United States, Alaska, and Hawaii, shall receive such compensation, tenure, leave, hours of work, and other incidents of employment on the same basis as provided for similar positions in the public schools of the District of Columbia."

In February 1983 ACSS and the Union entered into negotiations to replace a three year collective bargaining agreement which was due to expire. The Union was aware the District of Columbia provided its teachers and education employees

various benefits which ACSS employees did not receive and accordingly sought to have such benefits extended to unit employees, including provisions for contributory optical/dental benefits plans. The agreement between the District of Columbia Board of Education and the Washington Teachers Union, Local 6, AFT, AFL-CIO, effective September 30, 1985 had a "Benefits" provision which provided, inter alia:

> "1. **Optical Plan.** Effective the first pay period beginning on or after the effective date as provided in the Article entitled 'Duration of Agreement,' the Board agrees to provide the following amounts for an optical insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:
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> > "Four dollars and seventy-five cents ($4.75) per month, per participating employee, as the premium for self and self/family coverage.
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> "2. **Dental Plan.** Effective the first pay period beginning on or after the effective date as provided in the Article entitled 'Duration of Agreement,' the Board agrees to provide the following amounts for a dental insurance plan to be contracted for by the Union and approved by the joint Board/Union committee:
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> > "Six dollars and fifty cents ($6.50) per month for single coverage or up to thirteen dollars ($13.00) per month for self/family coverage per participating employee.
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> "3. There shall be a joint Board/Union committee appointed to review all aspects of the optical and dental plans. The Board shall be held harmless from any liability arising out of the implementation and

administration of the optical and dental plans.

"4. The benefit provider(s) shall be responsible for program administration and shall bear all such administrative costs. . . ."

On February 19, 1986 ACSS and the Union agreed upon a provision, Article 38 "Benefits", which provides, inter alia:

> "Section a: Optical plan - Effective the first pay period beginning on or after the effective date of this Agreement, the Employer agrees to pay for each participating employee an amount identical to that paid for participating employees in the public schools of the District of Columbia for an optical insurance plan to be recommended by the joint Employer-Association committee referred to in section c of this Article and contracted for by the Association.
>
> "Section b: Dental plan - Effective the first pay period beginning on or after the effective date of this Agreement, the Employer agrees to pay for each participating employee an amount identical to that paid for participating employees in the public schools of the District of Columbia for a dental insurance plan to be recommended by the joint Employer-Association committee referred to in section c of this Article and contracted for by the Association.
>
> "Section c: There shall be a joint Employer-Association committee appointed to review all aspects of the optical and dental insurance plans. The Employer shall be held harmless from any liability arising out of the implementation and administration of the optical and dental insurance plans. . . ."

The parties also had agreed upon numerous other provisions to achieve comparability with the District of Columbia on working conditions, generally with some modification reflecting local needs or conditions, e.g.

Article 15 "Duty Day and Year," Article 24 "Performance Evaluation," Article 26 "Substitutes," Article 27 "Extra Duty Assignments," Article 28 "Salary/Compensation," and Article 31 "Summer School Employment and Employment Outside Regular School Year." The parties agreement also contains a grievance provision, culminating in arbitration at the request of either party. However, the contract provides that no grievance regarding "retirement, life insurance, or health insurance" can be raised under the grievance procedure.

While still bargaining on the new contract the Agency negotiating team had been advised by reviewing authority that some portions of the items they previously agreed upon might be declared nonnegotiable by higher management. Nevertheless, the Agency felt the matters dealing with comparability should be granted and accordingly, on February 19, 1986, the parties executed the following side-agreement:

> "The parties understand and agree that in the event specific provisions of the Agreement dealing with the D.C. comparability issue are declared non-negotiable by higher authority, the Employer will issue those provisions unilaterally as published policy, notwithstanding an Association appeal of such declaration of non-negotiability."

The parties concluded negotiations on the entire collective bargaining agreement on February 25, 1986. The agreement states the contract will be considered "executed" on the day the Agency received notice of Union ratification. The contract was ratified on March 21, 1986 but on April 28, 1986 the Union was notified the agreement was disapproved by the Agency head. On May 9 the Union filed a Petition for Review of the Agency's action with the Authority.

Meanwhile, on April 21, 1986 the Agency issued an appendix to the ACSS School Board Policy Manual which revised various Agency policies affecting working conditions by providing comparability between ACSS employees' terms and conditions of employment with those of similar employees in the District of Columbia. Among other provisions, the "Benefits" section of the parties February 17 agreement, supra, was made a part of this appendix. Thereafter, the Union proceeded to contact private companies to arrange dental and optical insurance plan coverage.

At a Union meeting on September 6, 1986 the ACEA Executive Board, after considering various costs to the Union related to the administration of the dental/optical plans, voted to charge nonmembers $5 a month to participate in the plans, such fee to be paid as a yearly payment of $60 collected upon enrollment and yearly thereafter with the payment of the insurance premiums.1/

On November 28, 1986 the Union issued a leaflet announcing details of the new dental/optical plans available to employees which included the notification that all employees would be required to pay a full year's premium upon enrolling. The leaflet also advised:

> "ACEA members, who pay their regular membership dues, will have the administrative costs of this program covered by their ACEA membership. These costs cover the extensive research into selecting these plans, initial sign up and collection from participants, and the accounting/bookkeeping/computer work required to see that SSS and Lee Borinquen get paid each month. ACEA is administering this program. Nonmembers of ACEA will be assessed $5.00 monthly in addition to the premium for the plan selected."

In December 1986, the Agency issued a newsletter to employees addressing a variety of topics, including the dental/optical plans. With regard to the plans, the letter stated:

1/ Around this time ACEA members' annual dues were increased from $200 to $230 a month but this increase was unrelated to the cost of administering the dental/optical plans. ACEA members have the option of paying their annual dues to the Union in November and December or use payroll deductions in 10 equal installments from January to May. In the District of Columbia, the dental/optical plans are union administered but the Washington Teachers Union does not require payment of a fee from participating unit employees who are not members of the Washington Teachers Union. However, in the District of Columbia unit employees who are not members of the union pay 50% of the normal dues to the union as an "Agency Fee."

"Dental and Optical Plans for ACEA Unit Members. Under the negotiated terms of Appendix F to the School Board Policy Manual, a joint ACSS-ACEA committee reviewed proposed dental and optical benefit plans for teachers and other non-supervisory professional employees. Two plans were approved: a dental plan offered by Triple S, and an optical plan from Optica Lee Borinquen. We have recently obtained approval from Navy officials to make government contributions to participating employees, and enrollment information is available from ACEA faculty representatives. ACEA, not the federal government, is the sponsor and administrator of the current plans. Please note that these plans are not part of the standard Federal government health benefits program, but are being implemented in accordance with provisions negotiated with ACEA to ensure compliance with the legal requirement that ACSS provide benefits on the same basis as provided for similar employees in the D.C. schools." (Emphasis in the original).

The dental/optical plans were put into effect in January 1987.2/ Agency contributions and employee contributions are paid to the Union which in turn pays all premium costs of the plans to the companies providing them. With regard to participation in the plans, either one or the other of the plans had originally enrolled approximately 128 ACEA members, 9 unit employees who are not members of ACEA and 7 non-bargaining unit employees. However, 5 to 7 employees left the plan when they ceased being employed by the Agency during the year.

The record reveals that on July 23, 1987 the Authority issued its decision on the negotiability appeal filed by the ACEA, supra. Antilles Consolidated Education Association and Department of Defense, Department of the Navy, Antilles

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2/ In July 1987 the Agency denied a request by an employee that the Agency provide equal payment for a non-union administered dental/optical plan for bargaining unit employees on the basis that such conduct would constitute "bypassing" the exclusive representative.

Consolidated School System (ACSS), 28 FLRA 118. The Authority dismissed the Union's petition for review finding the head of the Agency's disapproval was not timely served on the Union and accordingly the parties' agreement went into effect leaving nothing for the Authority to consider in a negotiability determination.3/

Testimony by the Union Treasurer reveals that the Union has incurred various expenses related to the administration of the dental/optical plans. The Treasurer, who had been receiving a $500 annual stipend, had the stipend raised to $1000 in 1986 and then to $4000 in September 1987 in large measure due to the additional work involved in administering the plans. The Union Treasurer further testified that in addition, the Union, in order to effectively administer the plans, purchased a computer and related software at a cost of approximately $3100 and also uses a copy machine, which carries an annual maintenance fee of approximately $460.4/ Due to added work load related to the plan on ACES building

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3/ Section 7114(c) provides in relevant part:

> "(c)(1) An agreement between any agency and an exclusive representative shall be subject to approval by the head of the agency.
>
> "(2) The head of the agency shall approve the agreement within 30 days from the date the agreement is executed if the agreement is in accordance with the provisions of this chapter and any other applicable law, rule, or regulation (unless the agency has granted an exception to the provision).
>
> "(3) If the head of the agency does not approve or disapprove the agreement within the 30-day period, the agreement shall take effect and shall be binding on the agency and the exclusive representative subject to the provisions of this chapter and any other applicable law, rule, or regulation."

4/ The computer and copy machine are also used for various other Union related tasks.

representatives, the representatives are paid a total of approximately $1000. Other expenses of an undetermined amount are incurred by the Union in connection with administering the plans such as the cost of office supplies, newsletters, postage, telephone calls and travel to the servicing companies.

Discussion and Conclusions

The General Counsel contends that when the Union took upon itself the administration of the dental/optical plans it also incurred the duty to administer the plans in a nondiscriminatory manner. The General Counsel takes the position that there is nothing inherently discriminatory about charging a reasonable fee to members and nonmembers for administration of the plans.5/ However, the General Counsel essentially alleges the $60 fee assessed each nonmember exceeded the per capita cost for each member and the Union's failure to segregate funds and maintain specific accounts of expenditures for administration of the plans compels the conclusion that the nonmember's assessment was arbitrary and discriminatory. Accordingly, the General Counsel concludes the Union thereby violated section 7116(b)(1) and (8) of the Statute.6/

5/ Based upon the specific allegations herein I will not address the question of whether any fee to a nonmember unit employee to participate in the plans would constitute a violation of the Statute.

6/ Section 7116(b)(1) and (8) of the Statute provides:

> "(b) For the purpose of this chapter, it shall be an unfair labor practice for a labor organization -
>
> "(1) to interfere with, restrain, or coerce any employee in the exercise by the employee of any right under this chapter;
>
> . . . . .
>
> "(8) to otherwise fail or refuse to comply with any provision of this chapter."

(Footnote continued on next page)

Respondent takes the position that no unfair labor practice has been established, contending ACEA does not act as the exclusive representative for unit employees regarding dental/optical benefits and, in any event, the administrative fee assessed each nonmember is essentially equal to the amount paid indirectly through dues by each participating Union member.

The Authority has treated numerous situations wherein a union's duty of fair representation under the Statute was at issue. See, e.g. National Treasury Employees Union, 10 FLRA 519 (1982), enf'd. 721 F.2d 1402 (D.C. Cir. 1983), dealing with denying attorney representation to nonmembers generally while supplying attorneys to union members; National Treasury Employees Union and National Treasury Employees Union, Chapter 121, 16 FLRA 717 (1984), rev'd. sub nom. NTEU v. FLRA, 800 F.2d 1165, (D.C. Cir. 1986) (herein NTEU II), treating denying attorney representation to nonmember employees while providing such representation to members involved in removal actions at the MSPB; American Federation of Government Employees, AFL-CIO, 17 FLRA 446 (1985), petition for review filed sub nom. AFGE v. FLRA, No. 85-1333 (D.C. Cir. June 5, 1985), remanded per motion of the Authority, September 3, 1987, decision on remand 30 FLRA 35 (1987), dealing with charging nonmember employees a greater fee than members to participate in a class action suit under the Back Pay Act; and American Federation of Government Employees, AFL-CIO, Local 916, 18 FLRA 5 (1985), rev'd. sub nom. AFGE, Local 916 v. FLRA, 812 F.2d 1326 (10th Cir. 1987), treating refusing to provide representation to nonmembers in proceedings before the MSPB while providing such representation to members.

(Footnote continued from previous page)

Section 7114(a)(1) of the Statute provides:

> "(a)(1) A labor organization which has been accorded exclusive recognition is the exclusive representative of the employees in the unit it represents and is entitled to act for, and negotiate collective bargaining agreements covering, all employees in the unit. An exclusive representative is responsible for representing the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership."

The Authority subsequently reviewed its decisions and the court decisions in the above cases in Fort Bragg Association of Educators, National Education Association, Fort Bragg, North Carolina, 28 FLRA 908 (1987), a case wherein the union informed unit employees that dues paying members of the unit would receive preferential treatment in a lawsuit being brought concerning their status as Federal employees. As a result of its review and particularly its analysis of court decisions on the matter, the Authority concluded that the scope of the "duty of fair representation" under section 7114(a)(1) of the Statute was the same as that in the private sector. The Authority cited and quoted various Supreme Court cases treating the duty of fair representation in the private sector including the Court's holding in Humphrey v. Moore, 375 U.S. 335, 342 (1964) that: "(the) undoubted broad authority of the union as exclusive bargaining agent in negotiation and administration of a collective bargaining contract is accompanied by a responsibility of equal scope, the responsibility and duty of fair representation."

As a result of concluding that section 7114(a)(1) was intended by Congress to incorporate the private sector duty of fair representation, the Authority held in Fort Bragg, supra:

> ". . . we will analyze a union's responsibilities under section 7114(a)(1) in this and future cases in the context of whether or not the union's representational activities on behalf of employees are grounded in the union's authority to act as exclusive representative. Where the union is acting as the exclusive representative of its unit members, we will continue to require that its activities be undertaken without discrimination and without regard to union membership under section 7114(a)(1). We will not, however, extend those statutory obligations to situations where the union is not acting as the exclusive representative, nor will we continue to decide these cases based on whether or not the union's activities relate to conditions of employment of unit employees. Previous Authority decisions to the contrary will no longer be followed."

Thereupon the Authority applied this new standard to the facts in Fort Bragg and found the union's representation of employees in that case was not grounded in any way on its role as exclusive representative. The Authority noted, inter alia, that "nothing in the record indicates that the parties' collective bargaining agreement addressed or defined the employees' status as Federal employees," the subject of the lawsuit which gave rise to the union's discriminatory treatment of members and nonmembers, supra, and the complaint was dismissed.

The establishment of dental/optical benefits to unit employees in the case herein has its origin in the Comparability Law. That law provided that ACSS employees would receive employment benefits "on the same basis" as similar District of Columbia employees. The District of Columbia negotiated agreement provided numerous employee benefits not being received by ACSS employees including specific amounts of money the employer would fund for employee dental/optical benefits, such plans to be contracted for and administrated by the Washington Teachers Union. The Comparability Law did not require by its terms that before this benefit could be received by ACSS employees it would have to be inserted into a collective bargaining agreement or indeed administered by an exclusive representative. The thrust of the Comparability Law was to confer those benefits received by District of Columbia public school employees on ACSS and similar employees. By virtue of its being the exclusive representative, ACEA sought and received inclusion in its contract with ACSS articles providing dental/optical funding with Union administrative authority, and other employee benefits as well. As contract provisions the dental/optical and other benefits were thereafter due employees not only under the Comparability Law, but also as a matter of contractual right enforceable as such by the Union on behalf of all unit employees.7/

The agreement was signed by the parties in February 1986. Although the contract was later disapproved by the head of the Agency, nevertheless as subsequently found by the Authority in July 1987 in 28 FLRA 118, supra, the

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7/ While the contract indicates grievances regarding health insurance may not be raised under the contractual grievance procedure, there are other legal avenues the Union might utilize to enforce employer compliance with such commitments if the occasion warranted.

agreement was in effect at all times material by operation of law. Indeed, even though the contract was not signed by the head of the Agency, the Union, as the exclusive representative of unit employees, signed a side agreement with ACSS that the dental/optical benefits would be put into effect "unilaterally" as published policy. By such action the Union waived its right as the exclusive representative to object to any unilateral conduct on the employer's part in effectuating the dental/optical arrangement. Accordingly, in all the circumstances herein I conclude the dental/optical arrangement was put into effect by virtue of the Union being the exclusive representative of unit employees acting on behalf of all unit employees regardless of whether the plans proceeded from the collective bargaining agreement or the Agency's policy manual revision. When the Union took on the function of administering the dental/optical plans it also took on the obligation to administer the program in a nondiscriminatory manner vis a vis nonmember unit employees.

Turning now to the question of the Union's record keeping, in my view the Statute does not require the Union to maintain a separate account to administer the dental/optical plans. Nor do I find anything inherently violative of the Statute by the Union commingling Union dues with dental/optical fees and assessments. However, given the responsibility of administering such plans the Union must be prepared at any time to trace all costs and funds when challenged that the assessment to nonmember unit employees is discriminatory. As the administrator of the plans it alone is capable of justifying the assessment to nonmember unit employees and accounting for costs and expenditures. The burden thus falls upon the Union in this regard.

As to whether the amount assessed nonmember unit employees was arbitrary and indeed excessive, counsel for the Union suggests that the fee paid indirectly by dues paying members is essentially equal to the $60 fee paid by non-dues paying members. Acknowledging it is impossible to arrive at an exact amount since the Union did not maintain records of specific expenditures for time and equipment, counsel nevertheless attempts to use available data to arrive at an approximate amount. Thus counsel calculates: Treasurer stipend increased to $4000 from $1000 due to added dental/optical plan workload; $3100 for computer and software; $460 annual cost of copy machine maintenance; and $1000 payment to representatives. Based upon the Treasurer having his stipend increased from $1000 to $4000 due to additional work related to the plan, counsel would apply a three-quarter factor to the computer and copy machine costs

and add that figure to the $3000 Treasurer's stipend and $1000 representative's payment. That total would then be divided by 121 (128 less 7 dropouts, supra) dues paying members who participate in the plan to produce a figure of $55.12 which counsel indicates is the administrative cost per member. Adding to that other expenses (travel, telephone and postage) will, counsel suggests, produce an equal or even higher cost than the $60 fee assessed nonmembers.

I find counsel for the Union's calculations to be unacceptable. The $3000 annual stipend to the Treasurer for work with the plans is supported by record. Similarly, the $1000 payment to Union representatives, whether a one-time start-up cost or a recurring annual cost is supported by the record. However, counsel would charge off the $3100 computer purchase as an annual cost instead of prorating such costs over the expectant life of the equipment. In addition, using a three-quarter factor for other costs is highly speculative. Moreover, whatever annual total costs are involved, the amount should be divided by the number of plan participants and not the number of dues paying participants to ascertain whether the $60 annual fee bears a reasonable relationship to the Union's administrative costs in running the plans. The record reveals there were 128 dues paying members, 9 nonmember unit employees and 7 non-unit employees who originally subscribed to one or both plans, the total of which was decreased by about 6 when these participants left employment sometime in 1987. Thus, the total number of participating employees numbered about 138 around mid-1987. If that number is divided into the total ascertainable annual costs of administering the plans, it is readily apparent that the actual cost per participant would be substantially below $60 per year. Accordingly, I reject Respondent's contention that the cost to nonmembers and members alike is essentially equal. Rather I conclude the fee assessed nonmember unit employees was in excess of that paid per capita through Union payments from its treasury for members and ACEA thereby failed to meet its obligations under section 7114(a)(1) in violation of 7116(b)(1) and (8) of the Statute.

Counsel for the General Counsel seeks as a remedy, inter alia, recision and reimbursement of the $60 fee and the issuance of an order requiring Respondent, should it seek to establish an administrative fee for nonmembers, to set such fee at an amount equal to the actual fee assessed members, and a separate account be set up regarding the plans.

In my view the actual existence of a separate account, while it might be helpful or desirable in administering the dental/optical plans, is not required to remedy the violation found herein. Obviously, the Union has expended substantial sums to operate the plans and the General Counsel acknowledges that the Union should receive from nonmembers the prorated cost on a non-discriminatory basis. But on the state of the record, due to the Union's failure to keep accurate and detailed accounts, I cannot calculate the total actual administrative costs to the Union nor precisely how much should be reimbursed to nonmember unit employees to put them on an equal footing with members. Three-thousand dollars of the annual stipend received by the Union's Treasurer was specifically and directly attributable to administering the plans, supra. Similarly, the $1000 payment to the Union representatives is a legitimate cost item. However, the other sums claimed to have been expended in the administration of the plans are indefinite, highly speculative and incapable of being calculated with any degree of certainty based upon the record herein. It is the responsibility of the Union, as the administrator of the plans, to support and come forward with reasonable and ascertainable proof of costs. An opportunity to do so was presented at the hearing. Having failed to do so with regard to some claimed costs, supra, I shall disregard such claims.

Thus, Respondent has supported a total of $4000 in costs. The $4000 when divided by 138, the number of employees participating in the plans, comes to approximately $30 per person. Accordingly, this being the only sum certain the Union has shown to have specifically expended, I shall order the Union to reimburse to each nonmember unit employee $30 ($60 less $30) for each yearly assessment.

Accordingly, having found Respondent violated section 7116(b)(1) and (8) of the Statute, I recommend the Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the Antilles Consolidated Education Association (OEA/NEA), San Juan, Puerto Rico, shall:

1. Cease and desist from:

(a) Assessing non-dues paying bargaining unit members an annual administrative fee to participate in ACEA

administered dental/optical plans which fee is in excess of that paid by dues paying unit employees through payment from the ACEA treasury.

(b) Interfering with, restraining, or coercing employees in the exercise of their rights to refrain from joining, freely and without fear of penalty or reprisal, the Antilles Consolidated Education Association (OEA/NEA), San Juan, Puerto Rico.

(c) In any like or related manner interfering with, restraining, or coercing unit 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 Federal Service Labor-Management Relations Statute:

(a) Represent all employees in units of exclusive recognition without discrimination and without regard to membership in the Antilles Consolidated Education Association (OEA/NEA), San Juan, Puerto Rico.

(b) Refund to any employee in the bargaining unit who paid the $60 annual assessment to participate in the ACEA administered dental/optical plans $30 on an annual basis.

(c) Post at its business offices and its normal meeting places, including all places where notices to members and other employees of the Antilles Consolidated Education Association are customarily posted, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms they will be signed by the President of the Antilles Consolidated Education Association and they shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to members and to other employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(d) Submit appropriate signed copies of such Notices to the Superintendent of the Antilles Consolidated School System, for posting in conspicuous places where unit employees are located, where they shall be maintained for a period of 60 consecutive days from the date of posting.

(e) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Region II, Federal Labor Relations Authority, 26 Federal Plaza, Room 3700, New York, NY 10278 in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, D.C., July 27, 1988

SALVATORE J. ARRIGO
Administrative Law Judge

NOTICE TO ALL MEMBERS AND 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 MEMBERS AND OTHER EMPLOYEES THAT:

WE WILL NOT assess non-dues paying bargaining unit members an annual administrative fee to participate in ACEA administered dental/optical plans which fee is in excess of that paid by dues paying unit employees through payment from the ACEA treasury.

WE WILL NOT interfere with, restrain, or coerce employees in the exercise of their rights to refrain from joining, freely and without fear of penalty or reprisal, the Antilles Consolidated Education Association (OEA/NEA), San Juan, Puerto Rico.

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

WE WILL represent all employees in units of exclusive recognition without discrimination and without regard to membership in the Antilles Consolidated Education Association (OEA/NEA), San Juan, Puerto Rico.

WE WILL refund to any employee in the bargaining unit who paid the $60 annual assessment to participate in ACEA administered dental/optical plans $30 on an annual basis.

_____

(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 II, whose address is: 26 Federal Plaza, Room 3700, New York, NY 10278, and whose telephone number is: (212) 264-4934.