

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

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AMERICAN FEDERATION OF  
GOVERNMENT EMPLOYEES,  
LOCAL 3475, AFL-CIO  
(DEPARTMENT OF HOUSING  
AND URBAN DEVELOPMENT,  
NEW ORLEANS, LOUISIANA)  
  
Respondent  
  
and  
  
THOMAS DUPATY, JR.,  
AN INDIVIDUAL  
  
Charging Party  
.....

Case No. 96-CO-10007

Stefanie Arthur, Esq.  
For the General Counsel  
  
Ronald T. Wilson, Esq.  
For the Respondent  
  
Before: ELI NASH, JR.  
Administrative Law Judge

DECISION

Statement of the Case

This is a proceeding under the Federal Service Labor-Management Relations Statute, as amended, 5 U.S.C. § 7101, et seq., (herein called the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (herein called the Authority), 5 C.F.R., Chapter XIV, Part 2423.

Pursuant to an unfair labor practice charge filed on December 13, 1990 and first amended on July 18, 1991, filed by Thomas Dupaty, Jr., an individual (herein called Dupaty) against American Federation of Government Employees, Local 3475, AFL-CIO, (herein called the Local or the

Respondent) the Regional Director of the San Francisco Region issued a Complaint and Notice of Hearing on July 24, 1991 alleging that the Respondent repeatedly sought to have management of the Department of Housing and Urban Development, New Orleans Office (herein called HUD, New Orleans) discipline Dupaty for allegedly misusing government time and/or equipment because he was engaged in conduct protected by section 7102 of the Statute in violation of section 7116(b)(1) and (2) of the Statute.

Prior to the hearing scheduled for September 1991 the parties entered a settlement agreement, without the posting of notice. However, the Local repudiated the settlement agreement contending, among other things, that the agreement was signed by an employee of the American Federation of Government Employees who did not have approval of the Local Union Executive Board or President. Union President Dorothy Pleasant (herein called Pleasant) requested a "reinstatement" of the hearing. Thereafter, on October 25, 1991, the Acting Regional Director of the San Francisco Region issued a Complaint and Notice of Hearing rescinding the settlement agreement and ordering a hearing on December 6, 1991. Respondent's Pleasant appeared at a December 5, 1991 hearing concerning other matters and alleged that she needed a "lawyer since I got the wrong understanding of the case." Based on her representation, the undersigned postponed the hearing scheduled for December 6, 1991 indefinitely, instructed her to obtain an attorney and issued an order to show cause in 10 days why default judgment should not be issued in this, as well as two other matters pending before me. On December 11, 1991 Counsel for the General Counsel filed a motion in response to show cause proceeding. Respondent on December 14, 1991, filed an Appeal of the Motion of Default for this case and the other two pending matters. At that time, Respondent also filed a notice of designation of representative indicating that it had obtained an attorney. Accordingly, the hearing in this matter was scheduled for February 12, 1992.

The February 12, 1992 hearing was held before the undersigned in New Orleans, Louisiana. All parties were represented and afforded the full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. Both parties filed briefs which have been fully considered.

Based upon the entire record in this matter, my observation of the witnesses and their demeanor and my evaluation of the evidence, I make the following:

## Findings of Fact

1. The American Federation of Government Employees (herein called AFGE) is the exclusive representative of a nationwide bargaining unit of employees of the Department of Housing and Urban Development (HUD), including employees at the HUD, New Orleans Office. Respondent Local is an agent of AFGE for the purpose of representing employees at the HUD, New Orleans Office.

2. At all times material herein, Pleasant was the President of Respondent, acting on its behalf at the HUD, New Orleans Office.

3. Dupaty is an employee at the HUD, New Orleans Office. Until approximately April 1990 Dupaty was supervisor of the Property Disposition branch, Housing Management Division at the HUD, New Orleans Office. Since April 1990,<sup>1/</sup> Dupaty has worked in the Community Planning and Development (CPD) Division, first as a rehabilitation specialist and more recently, as a CPD representative. Dupaty's positions in CPD were bargaining unit positions.

4. In October, Dupaty joined Respondent Local. After joining, Dupaty began discussing the Local with other employees and encouraged others to join. Dupaty attended Local meetings and became interested in the Local's internal procedures. He requested to review the Local's financial records and sought information from the Secretary regarding the election of the Local's Treasurer; he also sought to review Local minutes. Pleasant's denial that Dupaty became a union member on October 12, when he signed a standard form 1187 providing for union dues allotment helped highlight her deep animosity toward Dupaty for his participation and interest in Local matters.

5. Dupaty, at the outset, requested copies of the Local's by-laws and after familiarizing himself with the by-laws, became concerned that they were not being followed. In letters to Pleasant on October 19, Dupaty questioned whether special meetings were being called without proper notice or authority. Pleasant replied, demanding that Dupaty explain who prepared his October 19 letter and when and who witnessed their preparation. She also demanded "a complete and accurate list of the membership you represent

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<sup>1/</sup> Unless otherwise noted all dates are 1990.

in your October 19, 1990 letter" and she accused him of campaigning for union office "on HUD time and during union meetings." Dupaty responded to Pleasant's charges by assuring her that he did not purport to speak for anyone in the Local membership but himself and that he had no desire to hold union office. He apparently attempted to placate her by reminding her of his commitment to the Local:

In summary, and as I have stated to you verbally, I am only interested in what we can accomplish as a united body within the established Constitution and Bylaws of Local 3475. Our motto is "Justice" (for all), "Fraternity" (all for one and one for all), and "Progress" (through unit and cooperation). I am still holding on to my olive branch, are you?

Pleasant rejected Dupaty's apparent attempt to stabilize the situation. In a letter dated October 25, she ordered him to "cease and desist from placing unknowing and confused employees in jeopardy of disciplinary actions for using Government time and equipment to type, copy and decipher your initiated correspondence regarding internal Union business in front of witnesses."

Dupaty responded by letter of October 29, excepting to the tone and content of Pleasant's October 25 letter and expressed concern about the "animosity directed by you towards me because I have exercised my right to ask questions regarding our Local."<sup>2/</sup> The battle was joined. Thereafter, the Local served internal charges on Dupaty. When Dupaty requested a copy of the national Constitution in order to ascertain the proper appeals procedure, Pleasant directed him to the national office. In this letter, Pleasant again charged that Dupaty had "been observed and overheard discussing internal Union business" and she again demanded that he cease and desist from "discussing Union business on

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<sup>2/</sup> As Pleasant acknowledges in the October 25 letter, at this point Dupaty's only correspondence consisted of three letters--the two October 19 letters and his undated letter of October 25. Some reaction to Dupaty's overly technical approach and the smugness he revealed at the hearing is understandable. However, Pleasant's responses, as evidenced in her October 24 letter, shed light on her real motivation because there it is clearly shown that, at least one of her concerns, was about Dupaty's ability to rally employees to oppose her in the next Local election.

Government time with bargaining unit employees and Management."

6. Sometime thereafter, Dupaty distributed copies of his correspondence with Pleasant to other Local members in the office. All of the correspondence of record from Dupaty to Pleasant and others is clearly legitimate inquiry from a member concerning the internal operation of the Local. Despite vague references to unidentified documents, Respondent produced no evidence whatsoever of any materials not protected by section 7102 of the Statute.

7. Beginning with its first letter on October 29, Respondent embarked on a campaign to have Dupaty disciplined for allegedly misusing government time and equipment.<sup>3/</sup> On October 29, the Local's Executive Board wrote HUD, New Orleans' management about its "New Policy of Unlimited Government Time to Perform Union Activities." In that letter, the Local contended that since October 19 Dupaty had been afforded unlimited use of government time for the performance of "Internal Union Business and the Circulation of Union Correspondence" and requested similar "unlimited Government Time to do Union Business." When HUD, New Orleans refused to provide the Local with the unlimited government time it requested, Respondent escalated its attack on Dupaty. In letters dated November 7, 15 and 30, respectively, Respondent complained of Dupaty's alleged unlimited use of "government time to conduct Union business," and to "circulate internal Union business without Union authorization" and called for HUD, New Orleans to take action against Dupaty. When no action was forthcoming, Pleasant elevated her complaints against Dupaty to the Assistant to the Secretary for Field Coordination at HUD's national office.<sup>4/</sup>

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<sup>3/</sup> Asked by her counsel, "Did you or any other union individual seek to have him disciplined by HUD?", Pleasant replied "We reported fraud, waste and mismanagement in accordance with the standards of conduct and our union contract." Pleasant's lack of denial is viewed as an admission that she and the other union individuals did seek to have Dupaty disciplined by HUD, New Orleans.

<sup>4/</sup> Respondent's failure to fully comply with Items 1 and 3 of the subpoena duces tecum issued in this case warrants the inference that additional correspondence from Respondent attempting to pressure HUD, New Orleans to discipline Dupaty exists.

In a March 1991 letter, Pleasant again demanded that disciplinary action be taken against Dupaty for his alleged use of official time to prepare and distribute "internal union correspondence," i.e. his letters to Pleasant and other union officials. Pleasant charged that Dupaty was being allowed to:

[I]mpede the efficiency of the Government, violate the Standards of Conduct, abuse and misuse of Government time by disrupting employees' work during regular hours and overtime to discuss internal Union business; initiate and have letters, Unfair Labor Practice Charges and attachments typed and copied by HUD employees on Government time and equipment; circulate his letters and attachments . . . since Dupaty joined the Union on October 12, 1990.

In September 1991, Pleasant repeated these same charges against Dupaty in a letter to Congressman Billy Tauzin, a letter which was forwarded to HUD, New Orleans' management for investigation and response.

8. Each time HUD, New Orleans received one of Respondent's charges that Dupaty was misusing government time and equipment for his "internal union" correspondence, Dupaty was questioned by his supervisor about his activities.

9. The evidence is undisputed that employees at the HUD, New Orleans Office freely discuss personal matters during work time and on their breaks. This includes discussions of the Local and its internal activities. Although Pleasant charged that Dupaty's discussion of union matters during work time was improper, Respondent offered no evidence to rebut the testimony that employees freely discussed the union, as well as other personal matters, during duty time as well as during breaks.

10. Employees at the HUD, New Orleans Office work flexible schedules with differing start and quit times. There are no set break periods.<sup>5/</sup> During the October/November time

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<sup>5/</sup> In light of the hostility she let show toward Dupaty, Perkins' unsubstantiated testimony that Dupaty was not on break when he allegedly held meetings with employees in the training room, is not credited. Not only did Perkins acknowledge that these were not secret meetings, an admission (Footnote continued on next page.)

frame, Dupaty was working from 7:00 a.m. until 3:30 p.m. He normally distributed the materials in question prior to beginning work or after 3:30 in the afternoon. On occasion, he would distribute such materials while on break during the day but he never distributed material while on duty time.<sup>6/</sup> There is no evidence that any of Dupaty's correspondence was prepared<sup>7/</sup> or copied using government equipment or personnel.

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(Footnote continued from previous page.)

which belies any impropriety, but at the time of these alleged meetings, Perkins no longer worked in the same unit with Dupaty, making it more doubtful that she had any way of knowing whether or not he was on break. Indeed, Perkins' testimony indicates that employees do not take breaks at any set time.

<sup>6/</sup> Respondent offered no testimony to refute Dupaty's claim, which was confirmed by Local member Kay Rohlinger, that he distributed materials before or after work or while he was on break. One of Respondent's witnesses, Para Lee, testified that she saw Dupaty handing out papers during the day. However, Lee's testimony that the handouts occurred during business hours does not address the question whether Dupaty was or was not on break. While this testimony might establish that Dupaty distributed materials, on occasion to an employee who was not on his or her break at the time, it is Dupaty's uncontroverted testimony that Local representatives delivered internal union materials to Dupaty while he was at his desk working. Furthermore, chief steward Mona Lisa Dogans' admits that she is given Local materials while at her desk working. Thus, standing alone, this single allegation of misconduct offers little or no basis for the Local to complain about Dupaty to management. The absence of evidence as to when the materials were distributed compels a finding that it was not during work hours.

<sup>7/</sup> Perkins' who has already been discredited regarding other events, testified that she saw Debbie MacMillian typing an unidentified document for Dupaty at an unidentified date. Her unabashed hostility certainly detracts from her credibility. Even if true, however, this testimony standing alone fails to rebut Dupaty's denial that he used government equipment or personnel to prepare his correspondence. Finally, in spite of all the charges about Dupaty's alleged misuse of government equipment and time since October, Respondent provided little to substantiate those charges.

11. The evidence is uncontroverted that Local representatives not only discuss union matters throughout the work day but indeed prepare and distribute internal union materials during working time. For example, the internal union charges against Dupaty were handed to him by Pleasant and the other union members at about 1:30 in the afternoon while Dupaty was at his desk working. The report of the investigations committee relative to those charges was also delivered to Dupaty while he was at his desk working. Likewise, Trudy Criddle found a copy of an internal union trial committee report in the copier suggesting that the Local had used the copier.<sup>8/</sup> In fact, as previously noted, chief steward Dogans admitted that union materials are brought to her desk or handed to her during duty hours while she is at her desk working.

### Conclusions

As a foundation, I agree with the General Counsel that this case is not about a union's right to discipline its members, including expulsion, for violations of the union's constitution and by-laws. Such internal union discipline is not subject to scrutiny in this forum. 5 U.S.C. § 7116(c); American Federation of Government Employees, Local 2000 and Wilder M. Nixon, 8 FLRA 718 (1982); see AFGE Local 1738, 29 FLRA 178, 186 (1987). There is nothing new about its theory which is where a union goes beyond its own internal process and seeks to interfere in the employee's relationship to his employer, then that union's actions are subject to examination and its motives scrutinized. Furthermore, where the evidence clearly establishes an unlawful motive -- that the union sought to have a bargaining unit employee disciplined because he engaged in activity protected by the Statute -- then the union should be found in violation of section 7116(b)(1) and (2) of the Statute.

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<sup>8/</sup> Dupaty's testimony again is corroborated by Rohlinger who testified that after hearing other Local members charge that Dupaty was using the government copier for his materials, she asked him about it. At the time, Dupaty denied the charges and offered to provide Rohlinger with receipts. Respondent counsel's suggestion, that Rohlinger's failure to actually see the receipts minimizes the corroborative usefulness of this testimony, is misplaced. Since Respondent charged that Dupaty used the government copier for his "internal union correspondence", it appears to the undersigned that Respondent has the obligation to support that accusation on the record.



In analyzing this case, I have rejected Respondent's approach that the matter is personal and not an unfair labor practice and applied the theory of the General Counsel. The evidence is persuasive that Dupaty was engaged in protected activity and that Respondent sought to have him disciplined for that activity. Whether Local officials sought to prevent him from supporting other candidates or engaging in other protected activities for personal reasons is immaterial. Also rejected is Respondent's attempt to credit Dupaty with distributing materials which were insensitive to race since it was never established on the record that Dupaty had anything to do with those materials. In applying the General Counsel's theory, I have sought to keep in mind that the General Counsel has to establish by a preponderance of the evidence that such a violation occurred. It is concluded, based on the record as a whole, that Respondent violated the Statute. The aforementioned analysis was applied as follows:

1. Charging Party Engaged in Activities Protected by Section 7102 of the Statute.

Section 7102 of the Statute protects an employee's right to join a labor organization. It clearly protects an employee's right to speak out, for or against the union, Overseas Education Association, 11 FLRA 377 (1983) (OEA), or to support rival candidates for office, cf. Social Security Administration, Southeastern Program Service Center, 21 FLRA 748, 751 (1986) (Southeastern Program Service Center). It also encompasses the right of employees to distribute literature in "non-work areas during non-work time", General Services Administration, 9 FLRA 213 (1982) and to solicit in work areas, absent any disruption of the agency's operations. Social Security Administration, 13 FLRA 409 (1983).

In the instant matter, the General Counsel established by a preponderance of the evidence that Dupaty was engaged in the protected right to join the labor organization and to speak out about the labor organization. The evidence reveals that he used non-work time to prepare correspondence to the Local questioning its internal operations; he used non-work time to distribute copies of the correspondence to other union members. Dupaty also discussed the Local with other employees and made known his criticisms of Pleasant and other officers of the Local. Dupaty's conduct, in my view, is clearly protected within the meaning of section 7102 of the Statute. OEA, supra; Southeastern Program Service Center, supra.

Respondent's attempt to negate the showing that Dupaty was engaged in protected activity under the Statute is woefully inadequate. This record reveals no credible evidence illustrating that Dupaty's activities involved anything other than protected criticism of the Local as demonstrated by the correspondence between Dupaty and the Local. Further, Respondent's unsubstantiated references to other allegedly unprotected materials does not rebut the documentary evidence in the record. In this regard, none of the inflammatory racial material introduced was shown to be authored or distributed by Dupaty. Rather than dispel the evidence of Dupaty's protected activity, much of Respondent's own testimony strengthens the conclusion that Dupaty was engaged in protected activity. For example, Dupaty's alleged misconduct relating to the Local's internal election in August or September 1991 appears to be simply support for a rival candidate. Opposing candidates for Local office and attempts to persuade other members or employees to unseat incumbents are certainly within the sphere of activities protected by section 7102.

In the face of documentary evidence establishing that Dupaty's correspondence with the Local was protected, Respondent's generalized allegations that Dupaty sought to undermine the Local are short of the mark. In fact, the testimony of Pleasant and other Local witnesses clearly demonstrates that the true motivation behind Respondent's actions was its opinion that he sought to undermine the incumbent president Pleasant. The resentment toward Dupaty for daring to question Pleasant's conducting Local business and for encouraging new members to join who might oppose Pleasant's control was intimidating to them. After all, here was an individual who had formerly been a management person taking such interest in the Local. The sum of their testimony, to me, showed a fear, beyond belief that there was a plot, for which Dupaty was responsible, to undermine the Local. Such fear is witnessed by the Local's reference to Dupaty as an "alleged former" supervisor and as engaged in "his Union busting". The record, however, does not support that fear. While, I sense that Dupaty's initial efforts were sincere, once he discovered how vulnerable the Local leadership really was, he decided to have some fun. Why not? Indeed, Respondent's witnesses uniformly testified that a member has no right to publicly criticize the union president, thereby exposing deep seated hostility they had toward this former manager in the exercise of his statutory rights to speak out, for or against, Local leadership and the manner in which the Local operated. This view is naive and shows that they were polarized against Dupaty. The only

visible reason for the hostility on this record is that Dupaty was engaged in protected activity. Consequently, it is found that Dupaty was engaged in activity protected by section 7102 of the Statute.

2. Respondent sought to have HUD, New Orleans discipline Dupaty because he engaged in rights protected by the Statute.

The General Counsel firmly established that Dupaty's protected activity was a motivating factor in the Local's effort to have him disciplined. As a direct consequence of that protected activity, Respondent accused Dupaty of using government time for internal union activity. Use of government time for internal union activity can subject one to discipline. Oklahoma City Air Logistics Center, Tinker AFB, 30 FLRA 482 (1987). However, the Respondent in this case never showed that Dupaty was engaged in such activity during his work time or the work time of others he may have solicited. Although Respondent's stated purpose in reporting Dupaty's activities was to secure equal treatment for the Local, i.e. official time for preparation for negotiations as well as for internal union business, in fact, the purpose of Respondent's correspondence, acknowledged by Pleasant, was to force HUD, New Orleans to discipline Dupaty for his activities.

Pleasant's claim that she harbored no animosity toward Dupaty, but was only reporting fraud, waste and abuse in accordance with law and Standards of Conduct does not withstand close scrutiny. Pleasant's own testimony and her correspondence to Dupaty and to HUD officials reveal that it is actually the content of Dupaty's correspondence -- his requesting information concerning the workings of the Local, his seeking to understand his rights and responsibilities as a Local member and Pleasant's perception that Dupaty intended to use this information to undermine her authority -- to which she objected. Thus, one need only look at some of Pleasant's assertions to discover what her motive really was. Pleasant's testimony shows her real motivation in such statements as: "Because he kept doing things that I asked him to stop, like holding meetings and making all kind of derogatory statements about the union, me, members."; "He was telling us about the union wasn't doing nothing for the people and we shouldn't have this, how much he hated me and this stuff . . ."; "Mr. Dupaty, under the guise of meeting with the employees, tried to make it seem that he was soliciting membership for the union; when, in fact, Mr. Dupaty was critiquing and trying to build up animosity

towards the union with both union members and non-union members." What Pleasant and the others fail to recognize is that Local officials are always vulnerable to attacks from rank and file members about the quality of Local leadership. In many circumstances, these attacks are indeed protected activity. This is simply one of those cases where the opponent was engaged in conduct protected by the Statute. Had Dupaty's activities been in Pleasant's behalf, she would have welcomed his support. Since it is also clear that Local officials engaged in precisely the same conduct about which Respondent complained to management, the Local's claim that it only intended to enforce Standards of Conduct must be rejected.

Respondent's conduct in this case is equivalent to that of the Respondent union in the OEA case. In that case the charging party filed a grievance under the collective bargaining agreement between OEA and the Department of Defense Dependents Schools (DODDS). When the Local president, after first agreeing to do so, then stated that she would not answer his questions concerning the processing of his grievance because he was not a member, the charging party drafted an open letter to the faculty in which he recited his exchange with the Local president, questioned the propriety of the statements made and actions taken by the president, and stated that the exclusive representative had an obligation to represent all unit members irrespective of membership in the union. The charging party also stated his recommendations to improve the situation, including recall of the Local president. The following day, the charging party made copies of his open letter on the school ditto machine and distributed the copies of the letter to the faculty members. The Local president and the Facility Representative took the open letter to the school principal, demanding that the charging party be disciplined for having distributed the letter. When the principal stated that this was a personal matter, not involving him or the school and a reprimand was not in order, the union officials then cited the charging party's use of the school ditto machine to reproduce his letter. The principal still refused to discipline the charging party, citing the fact that others had reproduced non-official materials on the ditto machine. Although acknowledging that others had used the school ditto machine, the union representatives, together with a national representative, nevertheless repeated their demand that the charging party be disciplined on two additional occasions. No disciplinary action was taken against the charging party. The Authority concluded that the union's call for discipline was based upon the charging party's open letter

to the faculty, not his unlawful use of the ditto machine, and that such activity falls within the rights accorded an employee under section 7102 of the Statute. Consequently, the Authority found that OEA's conduct violated section 7116(b)(2) as well as section 7116(b)(1) of the Statute.

Here, even more than in OEA, the credited evidence belies the Local's stated reason for seeking discipline of Dupaty. It was not because of his alleged use of government time to prepare or distribute his materials that the Local complained to management, rather, it was because of the materials themselves -- materials which are the expression of Dupaty's protected right to criticize the Local and its officers. This conclusion is consistent with the uncontroverted evidence that Local officials engaged in precisely the type of allegedly unauthorized use of government time and equipment for which they sought to have Dupaty disciplined. Thus, Local officials distributed internal union charges, as well as the results of the internal union investigation of those charges, to Dupaty on duty time; materials regarding the union's election of officers were distributed to members on duty time; the union even used the copy machine to make copies of the trial committee report against Dupaty. And the Local's own chief steward Dogans, acknowledges that Local related materials are given to her during the day while she is at her desk working. There is simply no difference between Dupaty handing a package of materials to Rohlinger to read on her break and Virginia Cockerham leaving her workplace during working hours to take that package of materials across the office to Pleasant.

It is thus apparent that Respondent's persistent attempts to have HUD, New Orleans discipline Dupaty were motivated solely by Dupaty's activity protected by section 7102 of the Statute. Respondent's rebuttal evidence does not persuade me that the General Counsel did not establish a violation by a preponderance of the evidence.

Based on the foregoing, and noting particularly that Respondent's representatives engaged in the same activities which Respondent charged against Dupaty, it is found that Respondent's attempts to have HUD, New Orleans discipline Dupaty for his alleged misuse of government time and equipment were motivated by Dupaty's exercise of his statutory right to join a labor organization, and to speak out for or against the labor organization. Accordingly, it is found that Respondent violated section 7116(b)(1) and (2) of the Statute.

Based on the following, it is recommended that the Authority adopt 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 American Federation of Government Employees, Local 3475, New Orleans, Louisiana, shall:

1. Cease and desist from:

(a) Attempting to cause the Department of Housing and Urban Development, New Orleans Office to discriminate against Thomas Dupaty, Jr., or any other employee in the bargaining unit represented by American Federation of Government Employees, Local 3475, AFL-CIO, because the employees have exercised their rights under section 7102 of the Federal Service Labor-Management Relations Statute to form, join or assist a labor organization.

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

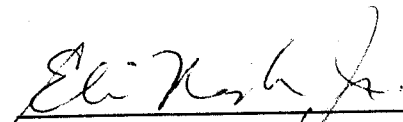
2. Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Post at its business offices and its normal meeting places, including all places where notices to members or employees of the Department of Housing and Urban Development, New Orleans Office, Louisiana 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 shall be signed by the Union President of American Federation of Government Employees, Local 3475 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 such Notices are not altered, defaced, or covered by any other material.

(b) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the San Francisco 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 herewith.

Issued, Washington, DC, May 22, 1992

A handwritten signature in cursive script, reading "Eli Nash, Jr.", written over a horizontal line.

ELI NASH, JR.  
Administrative Law Judge

NOTICE TO ALL MEMBERS AND OTHER EMPLOYEES  
AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY  
AND TO EFFECTUATE THE POLICIES OF THE  
FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR MEMBERS AND OTHER EMPLOYEES THAT:

WE WILL NOT attempt to cause the Department of Housing and Urban Development, New Orleans Office to discriminate against Thomas Dupaty, Jr., or any other employee in the bargaining unit represented by American Federation of Government Employees, Local 3475, AFL-CIO, because the employees have exercised their rights under section 7102 of the Federal Service Labor-Management Relations Statute to form, join or assist a labor organization.

WE WILL NOT in any like or related manner, interfere with, restrain, or coerce employees in the exercise of their rights assured 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, San Francisco Regional Office, whose address is: 901 Market Street, Suite 220, San Francisco, California 94103, and whose telephone number is: (415) 744-4000.