AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3615, AFL-CIO Respondent/Union	
and JEAN-CLAUDE AUMONT Charging Party	Case No. WA-CO-50463

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.26(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before **MARCH 18, 1996**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

GARVIN LEE OLIVER
Administrative Law Judge

Dated: February 14, 1996
Washington, DC

MEMORANDUM DATE: February 14, 1996

TO: The Federal Labor Relations Authority

FROM: GARVIN LEE OLIVER
Administrative Law Judge

SUBJECT: AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3615, AFL-CIO

Respondent

and Case No. WA-CO-50463

JEAN-CLAUDE AUMONT

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3615, AFL-CIO Respondent	
and JEAN-CLAUDE AUMONT Charging Party	Case No. WA-CO-50463

Albert B. Carrozza and
Kofi Boakye
Counsel for the Respondent

Susan L. Kane
Thomas F. Bianco
Counsel for the General Counsel, FLRA

Before: GARVIN LEE OLIVER
Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint alleges that Respondent (Union) violated section 7116(b)(1) and (8) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. §§ 7116(b)(1) and (8), by failing to provide non-Union members with adequate notice of and the opportunity to join the class of grievants for the arbitration of grievance UG-17-92, by refusing to permit the Charging Party, a bargaining unit employee, to join the class of grievants for the arbitration of the grievance, and separately violated section 7116(b)(1) of the Statute by essentially stating to the Charging Party that he was not permitted to join the class of grievants for the arbitration because he was not a member of the Union.

The Union denied any violation of the Statute. The Union claimed that the Charging Party had a longstanding

personality dispute with one of its former stewards. In view of this dispute, the Union's Second Vice President referred the Charging Party to the President of the Local in order to render a final decision, and the Charging Party elected not to discuss his problems with the President. The Union asserted that regardless of this election, the Charging Party and other non-members were part of the class for arbitration by virtue of the Union's requested relief and a stipulation entered by the Agency and the Union. The alleged statement was also denied.

A hearing was held in Washington, DC. The Union and the General Counsel were represented by counsel and afforded full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. The Union and General Counsel filed briefs which have been carefully considered. Based on the entire record[1], including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

The American Federation of Government Employees, AFL-CIO (AFGE) is the exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining at the Social Security Administration (Agency). The Union, Local 3615, is AFGE's agent for the purpose of representing employees at the Agency's Office of Hearings and Appeals.

On June 23, 1992, the Union filed a Union Grievance (UG) 17-92, under the provisions of the negotiated agreement with the Agency. The grievance alleged, among other things, that GS-12 analysts performed substantially similar duties to GS-13 analysts, but management was denying GS-12 analysts equal pay. The Union sought, among other items of relief, that the Agency "[r]etroactively promote all GS-12 analysts to GS-13, with back pay as of June 28, 1986." While the grievance was signed by Union President Albert Carrozza, it identified Gregory McKenna, Second Vice President, as the Union's grievance representative.

In July 1992, approximately fifty GS-12 analysts, all of whom were bargaining unit employees, submitted to the Agency and the Union forms indicating that they performed work comparable to that performed by GS-13 analysts. Some

[1] Counsel for the General Counsel's motion to correct the transcript is granted; the transcript is corrected as set forth therein.

of the analysts who submitted the forms were members of the Union, such as Robert Weinaug; some were not, such as Jean-Claude Aumont and Janet Anderson. The forms were prepared by the Union and distributed through the stewards and to anyone who expressed an interest.

The Union and the Agency agreed to postpone the processing of the grievance pending the results of a classification audit. In May of 1993, following the audit, the Agency promoted GS-12 analysts who met certain criteria to GS-13. Jean-Claude Aumont, Robert Weinaug, and Janet Anderson were among the analysts promoted. However, the promotion of GS-12 analysts to GS-13 did not resolve the issues of retroactivity and back pay raised by the grievance.

On or about April 15, 1995, the Union distributed a letter and certification form. The letter informed each recipient that, since the promotions, the grievance had evolved into a back pay claim, and the Union intended to take UG-17-92 to arbitration. The recipient was advised that the Union had identified the employee as a "potential member" of the class of grievants, and that "in order to include your case in the Union's grievance we must complete your claim and submit it to the Union's Executive Board for a formal vote as required by the Union's Constitution." The letter also included a request that the employee submit to the Union office the "required" one-time payment of one hundred dollars, made out to "AFGE Local 3615 Arbitration Fund," to help offset the cost of arbitration. The letter stated further that the Union needed the employee to complete and review an attached certification form and submit it to the Union office as soon as possible, and to mark the calendar, as the arbitrator might require individual testimony at some point. Mr. Carrozza signed the letter, but employees were informed to call Mr. McKenna if they had "any questions at all about this document."[2]

The letter and certification form were mailed to Union members at their homes and one was also mailed to a non-member who called, expressed an interest, and gave a home address. The letter and certification were also given to Union stewards so they could answer questions. No

[2] Mr. McKenna testified that he wanted to deal directly with those submitting the forms and checks to make sure they understood what would be required in terms of testimony and documentation. He told Mr. Weinaug, when Weinaug submitted his money and form, that although some employees would have to testify, they would probably volunteer, and "most of us wouldn't unless we wanted to."

restriction was placed on the stewards' dissemination of the documents. The Union had requested of the Agency a list of affected employees, but the list that was furnished did not contain employee names. The Local does not have routine access to personnel, financial, and/or pay records of Agency employees.

The Charging Party, Jean-Claude Aumont, did not receive a copy of the April 15, 1995 letter at home, or anywhere else, from the Union. Aumont was a member of the Union from approximately 1990 to 1992, but was not a member when the letter was mailed.

The Union did not post the letter on its bulletin boards and did not contact Aumont or other non-Union members at work by telephone to tell them about the requirements for joining the arbitration of UG-17-92 set forth in the April 15 letter. Although the parties' collective bargaining agreement permits desk drops, Union stewards did not circulate the April 15 letter to employees in the work place. Whatever reference to UG-17-92 may have been made in the Union newsletter was not intended for viewing by non-Union members since the newsletter is mailed only to members at their homes and not distributed at the work place. The Union never gave Aumont or non-member Janet Anderson specific notice of the requirements it had established, and had set forth in the April 15 letter, for joining the arbitration of UG-17-92.

Aumont received a copy of the April 15 letter and attached certification form from co-worker Robert Weinaug on or about April 18, 1995. Weinaug is a Union member but not a Union official. On or about April 20, 1995, Aumont filled out the certification form, and gave it to Weinaug along with an undated, one hundred dollar check made out to "AFGE Local 3615 Arbitration Fund." Aumont asked Weinaug to take them to the Union office when Weinaug presented his own check and certification form.

Weinaug took his and Aumont's checks and certification forms to the Union office early on the afternoon of April 20. He tried to submit them to Union steward Thomas Webb, but Webb would not accept them because he was not handling that matter. Webb told Weinaug that McKenna was handling that matter and that Weinaug should come back later when McKenna returned from lunch.

Later in the afternoon of April 20, 1995, McKenna or Webb told Weinaug telephonically that McKenna was now in the Union office. Weinaug returned to the Union office and gave McKenna both his check and certification form and Aumont's

check and certification form. McKenna accepted Weinaug's check and certification form but refused to accept Aumont's. McKenna said that he would not accept Aumont's check or certification form because he thought that "Mr. Aumont was a bad person." McKenna told Weinaug that Aumont had a "run-in" sometime in the past with John Ruiz, a Union steward, who accused Aumont of making harassing telephone calls, and Mr. Carrozza had to complain to Aumont's branch chief about the situation.

Upon returning from the Union office after presenting the checks and certification forms to McKenna, Weinaug told Aumont that McKenna would not accept Aumont's check and certification form from Weinaug and that Aumont should present his own check and certification form. Aumont then went to the Union office with those documents. When he knocked on the office door, he was admitted by McKenna. Aumont told McKenna that he had been advised by Weinaug to bring the check and certification form to the Union office. Aumont also said that he was willing to pay one hundred dollars.

McKenna refused to accept Aumont's check and certification. McKenna told Aumont that he should deal with Union President Carrozza because of their prior history. Aumont asked if Carrozza was in and McKenna said that he was not. Aumont left shortly thereafter. Their conversation lasted only a couple of minutes. When refusing to take Aumont's check or certification form, McKenna did not tell Aumont that his check or certification form was defective in any manner.

Mr. Aumont testified that McKenna stated that people did not appreciate what he (McKenna) had done for the GS-12s in trying to get them promoted, that Aumont was not a Union member and McKenna was unwilling to represent him, and if Aumont didn't like it, he could go see Mr. Carrozza.

Mr. McKenna testified that he did not tell Mr. Aumont that he would not represent him because he was not a Union member. McKenna explained that he and Aumont had an unpleasant encounter in about 1991. In 1991, McKenna was trying to resolve a complaint against Aumont brought by a coworker of Aumont, Union steward John Ruiz, who was being represented by Carrozza. According to McKenna, Union Steward Ruiz had complained that Aumont was pulling pranks on him and the object of McKenna's encounter with Aumont was to get Aumont to cease these alleged activities. During this conversation in 1991, Aumont bitterly complained about the Union and Steward Ruiz. In response, McKenna recommended that Aumont drop his membership in the Union.

Aumont did so shortly thereafter. McKenna tried to avoid Aumont after this confrontation.

Regarding the instant occasion, Steward Thomas Webb, who was in an adjoining office, testified that he heard McKenna tell Aumont that he would have to see Carrozza, that "I have a history with you and I'm not going to deal with you." Webb testified that he did not hear McKenna tell Aumont that he would not deal with him because he was not a member of the Union, but that, on the contrary, when Aumont said, "You mean you're not going to represent me?" McKenna replied, "No, that's not what I'm telling you. I'm telling you [to] come back tomorrow and deal with Al [Carrozza]."

I credit the testimony of Mr. McKenna and Mr. Webb in this respect. The reference to the prior history and personality conflict between Mr. Aumont and Mr. McKenna, as reported by Mr. McKenna and Mr. Webb, is also consistent with Mr. Weinaug's testimony concerning his earlier conversation with Mr. McKenna regarding this matter.

Mr. Aumont concluded that it would be futile to see Mr. Carrozza because McKenna was the Union's designated grievance representative and he felt that McKenna's statement to go see Carrozza may have been more of a challenge than a real offer. Instead, he wrote a letter to AFGE National President John Sturdivant on April 25, 1995, stating, among other things, that McKenna had refused to accept his one hundred dollar payment to join the class of grievants for arbitration and that McKenna's reason for that refusal was Aumont's status as a non-Union member. Aumont asked AFGE headquarters "whether this apparent exclusionary policy and abuse of power practiced by Local 3615 is consistent with AFGE policy."

Mr. Sturdivant sent a memorandum to James Marshall, AFGE Council 215, dated May 17, 1995, asking him to investigate Aumont's allegations. Aumont received a copy of the memorandum, but heard nothing more from the AFGE National or from Marshall or the Local about the matter.

The Union never advised Aumont that he was part of the class of grievants for the arbitration of UG-17-92 or that he was not required to pay one hundred dollars or complete the certification form to join the class of grievants for the arbitration.

On or about May 4, 1995, a two-paragraph note was posted on the Union's bulletin board. The first paragraph concerned a Fair Labor Standards Act backpay issue that was not related to UG-17-92. The second paragraph stated:

"Also we need everyone pursuing a claim within UG-17-92 to complete their claim with the Union office by noon this Friday, May 5." No information posted on the Union bulletin board explained what UG-17-92 referred to or the requirements for completing a claim for that grievance. This was atypical of grievance-related notices posted on Union bulletin boards because such notices usually included such an explanation.

Aumont saw the May 4, 1995 note, but did not know what it referred to until he returned to his desk and read documents he had kept in which UG-17-92 was identified as the promotion/retroactivity grievance.

Anderson saw the reference to the grievance number in the note on the bulletin board, but did not see the April 15 letter explaining, in detail, what the grievance involved.

On or about May 5, 1995, during lunch with several co-workers who were members of the Union, Anderson heard for the first time that they had been informed by the Union both that it was going to arbitrate the equal pay for equal work grievance and that they were required to pay the Union one hundred dollars in order to join the class of grievants. Later that day, Anderson asked co-worker Aumont whether he was aware of the arbitration and of the requirement that employees pay one hundred dollars. Aumont replied that he had gotten a copy of the form and had tried to submit it, but that the Union would not take it. Upon hearing this from Aumont, Anderson decided not to bother trying to submit the form because she was not a Union member either. Anderson did not contact the Union for advice concerning the matter.

The Agency denied UG-17-92 in a decision letter dated May 10, 1995. In that letter, the Agency specified the relief that the Union had sought at the time that the grievance was filed -- "retroactively promote all GS-12 analysts to GS-13, with back pay" -- and stated that, pursuant to a letter dated January 19, 1995, the Union was seeking "liquidated damages up to $2,500,000."

The arbitration hearing for UG-17-92 took place on May 23-25, 1995. At the hearing, the Union submitted a list of 50 employees, with accompanying certification statements, who were clearly identified as the grievants for the purposes of the arbitration. Three non-members of the Union were included. The Union asked the arbitrator to, among other things, "[o]rder the Agency to retroactively and temporarily promote those identified employees, GS-12 analysts, who were assigned and performed work duties at the

GS-13 level, as outlined on their certification statements."

The parties entered into a stipulation in connection with the arbitration stating, in part, that the "agency may, within its own discretion, and consistent with the arbitrator's award, expand the list to other employees." The Union did not communicate to the Agency that the class of grievants for the arbitration included all affected GS-12 analysts. It is clear, therefore, that only the 50 employees named on the list the Union submitted were members of the class of grievants being represented by the Union at the arbitration.3 Since the list did not include Aumont or Anderson, they were not part of the represented class.

The arbitrator denied the grievance in UG-17-92 in a decision and award dated August 29, 1995. The Union did not file exceptions to the decision and award.

Discussion and Conclusions

The Statute provides that an exclusive representative is responsible for representing the interests of all employees in the unit without discrimination and without regard to labor organization membership. 5 U.S.C. § 7114(a)(1). The Authority has consistently found that a union acts as the exclusive representative of all unit employees, members and nonmembers alike, with regard to all stages of grievance processing, and, consequently, has a duty of fair representation, including representation at the arbitration stage for all unit employees, and that it violates section 7114(a)(1) of the Statute if it breaks that duty. National Treasury Employees Union and U.S. Department of the Treasury, Internal Revenue Service, 38 FLRA 615, 623 (1990).

Alleged Failure to Provide Non-Union Members Adequate Notice

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3 Union Vice President McKenna testified that it was the Union's intent concerning the stipulation that the list submitted to the arbitrator was not all-encompassing and that all affected employees would be covered by the arbitration award. Based on the credited contrary testimony of the Agency Labor Relations Specialist Marybeth Pepper and the documentary evidence, I have found that only the 50 named employees were specifically represented by the Union and any further expansion of a remedy would depend on the agency's discretion and the specific terms of an award.

In the April 15, 1995 letter, the Union established specific requirements for employees to join the class of grievants for the arbitration of grievance UG-17-92. However, the Union mailed the letter almost exclusively to Union members at their homes and breached its duty of fair representation by failing to provide non-Union members with adequate notice of and the opportunity to join the class of grievants for the arbitration.

Although the Union did not have access to the names and home addresses of non-Union members, the record establishes that it had several readily available methods for communicating with non-Union members other than through the public mail. The Union had access to Union bulletin boards, a directory of employees' work phone numbers, and a contractual right to desk drop materials to unit employees. It also had a monthly newsletter that could have been distributed at the work place. None of these methods was used to inform non-Union members of the arbitration or the requirements for joining the class of grievants for that arbitration. The Union did post a note on its bulletin board on May 4, 1995, but that vague note referred only to the grievance number and did not set forth the arbitration requirements with any specificity. As a result, non-Union members, such as Janet Anderson, were not given the same opportunity to timely obtain and submit the required certification form and check to join the class of grievants for arbitration.

By failing to adequately inform the non-Union members of the bargaining unit it represents that there were requirements for employees to participate in the arbitration of UG-17-92, much less what those requirements were, the Union discriminated among bargaining unit members based solely on their Union membership status. Such conduct is contrary to section 7114(a)(1) of the Statute and, therefore, violative of section 7116(b)(1) and (8). Cf. National Treasury Employees Union, and NTEU, Local 204, 18 FLRA 299 (1985); Local 282, International Brotherhood of Teamsters, 267 NLRB 1130 (1983), enforced, 740 F.2d 141 (2d Cir. 1984).

Alleged Failure to Permit Mr. Aumont to Join the Class of Grievants

The Union's April 15 letter specifically set forth two requirements for joining the class of grievants for the arbitration of UG-17-92: payment of one hundred dollars and submission of a specific certification form to the Union. Mr. McKenna, the Union's designated representative, refused to accept the submissions from Mr. Aumont because of their

prior history and referred him to Union President Carrozza.

Where union membership is not a factor, the standard for determining whether a union has violated section 7114(a)(1) is whether the union "deliberately and unjustifiably treated one or more bargaining unit employees differently from other employees in the unit." National Federation of Federal Employees, Local 1453, 23 FLRA 686, 691 (1986) (NFFE). The union "must have acted arbitrarily or in bad faith, and the action must have resulted in disparate or discriminatory treatment of a bargaining unit employee." Id.

As the Union official in charge of the class requirements, Mr. McKenna was obligated to represent all affected employees, not only those he liked or with whom he agreed. He was obligated to accept checks and certification forms of unit employees unless he had a valid, rational reason not to do so, i.e. that the employee was not qualified to be part of the class. By refusing to represent Mr. Aumont based on personal animosity, the Union deliberately and unjustifiably treated Mr. Aumont differently from other unit employees. While Mr. Aumont would ordinarily have been expected to take up the matter with Union President Carrozza, as Mr. McKenna suggested, in order to obtain a final determination in the case of a disagreement between an employee and a Union official, Mr. Aumont's failure to do so in this instance was reasonable because Mr. McKenna was the designated official, Mr. Corrozza had represented Mr. Ruiz in his complaint against Mr. Aumont, and Mr. Aumont could reasonably conclude, based on the personal history referenced by Mr. McKenna, that Mr. Carrozza would not be any more willing than Mr. McKenna to accept Aumont's check and certification form. Instead, Mr. Aumont reasonably asked AFGE headquarters "whether this apparent exclusionary policy and abuse of power practiced by Local 3615 is consistent with AFGE policy." He was informed that the matter had been referred to the local Union Council for an investigation, but never received any further reply. As Counsel for the General Counsel points out, if the Union's refusal to accept Mr. Aumont's check and certification form and his perception that he was not included in the class was all a misunderstanding, in the Union's view, the Union could could have communicated its position to Mr. Aumont at this time. Under all the circumstances, I conclude that the Union failed in its duty of fair representation of Mr. Aumont in violation of section 7116(b)(1) and (8) of the Statute, as alleged. Cf. American Federation of Government Employees, Local 1857, AFL-CIO, 28 FLRA 677 (1987).

Alleged Statement Interfering with Protected Rights

The Complaint alleges that the Union violated section 7116(b)(1) of the Statute when Vice President McKenna told Mr. Aumont, in essence, that he was not a Union member and that Mr. McKenna was not willing to represent him.

As set out above, Mr. McKenna did not directly relate his refusal to represent Mr. Aumont to his lack of Union membership, but rather to their prior history, which included an unpleasant encounter growing out of allegations that
Mr. Aumont was harassing a coworker, who was also a Union Steward, John Ruiz. During the conversation, Mr. Aumont complained bitterly about the Union and Mr. Ruiz, and Mr. McKenna recommended that Mr. Aumont leave the Union, which he did shortly thereafter.

The Statute provides that among the rights of each employee is the right to refrain from joining any labor organization and that the employee shall be protected in the exercise of such right. 5 U.S.C. § 7102. It is an unfair labor practice for a labor oraganiation to interfere with, restrain, or coerce any employee in the exercise of such right. 5 U.S.C. § 7116(b)(1).

"In determining whether statements made by union representatives to employees constitute an infringement of section 7116(b)(1) of the Statute, the test is whether, under the circumstances, the statements tend to interfere with or coerce employees in the exercise of rights protected by the Statute. Statements made by union representatives will be deemed coercive or threatening if an employee could reasonably infer coercion or a threat. Objective, rather than subjective, standards are the appropriate guidelines in determining whether section 7116(b)(1) has been violated." See Overseas Education Association, 15 FLRA 488 (1984) (OEA). American Federation of Government Employees, Local 1931, AFL-CIO, Naval Weapons Station Concord, Concord, California, 34 FLRA 480, 486-87 (1990).

Considering the objective facts and circumstances in this case, Mr. McKenna's statement was too vague and ambiguous
to conclude that McKenna was threatening or coercing him in his right to make anti-Union remarks or to refrain from joining the Union. McKenna's remarks referred to their prior unpleasant encounter which arose out of the allegations against Mr. Aumont by a coworker and did not directly concern his Union membership. Accordingly, the

statement did not constitute an independent violation of section 7116(b)(1), as alleged.

Based on the above findings and conclusions, it is recommended that the Authority issue the following Order:

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 American Federation of Government Employees, Local 3615, AFL-CIO, shall:

1. Cease and desist from:

(a) Failing to fairly represent Jean-Claude Aumont, or any other unit employee, as required by section 7114(a)(1) of the Federal Service Labor-Management Relations Statute.

(b) Failing to provide non-Union members of the bargaining unit with notice of specific requirements it has established for bargaining unit employees to join the class of grievants for arbitration of a grievance and the opportunity to join such class.

(c) In any like or related manner interfering with, restraining or coercing bargaining 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 the interests of all employees in the unit it represents without discrimination and without regard to labor organization membership, as required by section 7114(a)(1) of the Federal Service Labor-Management Relations Statute.

(b) Post at its business offices and its normal meeting place, including all places whlere notices to members, and to employees of the Social Security Administration, Office of Hearings and Appeals 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 President of the American Federation of Government Employees, Local 3615, AFL-CIO, and shall be posted and

maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where Union notices to members and unit employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(c) Submit appropriate signed copies of such Notice to the Director, Social Security Administration, Office of Hearings and Appeals for posting in conspicuous places where unit employees are located, where they shall be maintained for 60 consecutive days from the date of posting.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the Washington Region, Federal Labor Relations Authority, 1255 22nd Street, NW, 4th Floor, Washington, DC 20037-1206, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

3. The allegation that AFGE Local 3615 Vice president Greg McKenna made a statement to the Charging Party on or about April 20, 1995 violative of section 7116(b)(1) of the Statute is dismissed.

Issued, Washington, DC, February 14, 1996

GARVIN LEE OLIVER
Administrative Law Judge

NOTICE TO ALL 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 ALL MEMBERS AND OTHER EMPLOYEES THAT:

WE WILL NOT fail to fairly represent Jean-Claude Aumont, or any other unit employee, as required by section 7114(a)(1) of the Federal Service Labor-Management Relations Statute.

WE WILL NOT fail to provide non-Union members of the bargaining unit with appropriate notice of specific requirements we have established for bargaining unit employees to join the class of grievants for arbitration of a grievance and the opportunity to join such class.

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

WE WILL represent the interests of all employees in the unit we represent without discrimination and without regard to labor organization membership, as required by section 7114 (a)(1) of the Federal Service Labor-Management Relations Statute.

(Labor Oganization)

Date: 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 Washington Region,
Federal Labor Relations Authority, 1255 22nd Street, NW, 4th Floor, Washington, DC 20037-1206, and whose telephone number is: (202) 653-8500.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by GARVIN LEE OLIVER, Administrative Law Judge, in Case No. WA-CO-50463, were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Albert B. Carrozza, President
American Federation of Government
Employees, Local 3615, AFL-CIO
c/o Social Security Administration
Office of Hearings and Appeals
5107 Leesburg Pike, Suite 706
Falls Church, VA 22041

Kofi Boakye, National Representative
American Federation of Government
Employees, Local 3615, AFL-CIO
80 F Street, NW
Washington, DC 20001

Ms. Susan L. Kane and
Mr. Thomas F. Bianco
Federal Labor Relations Authority
1255 22nd Street, NW, 4th Floor
Washington, DC 20037-1206

Jean-Claude Aumont
4732 Wilson Boulevard
Arlington, VA 22203

REGULAR MAIL:

National President
American Federation of Government
Employees, Local 3615, AFL-CIO
80 F Street, NW
Washington, DC 20001

Dated: February 14, 1996
Washington, DC