AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1345, FORT CARSON, COLORADO (IN TRUSTEESHIP) and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO Respondents	
and EDWARD VASQUEZ An Individual	Case No. DE-CO-40667

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© through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before **JULY 24, 1995**, and addressed to:

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

JESSE ETELSON
Administrative Law Judge

Dated: June 22, 1995
Washington, DC

MEMORANDUM DATE: June 22, 1995

TO: The Federal Labor Relations Authority

FROM: JESSE ETELSON
Administrative Law Judge

SUBJECT: AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
LOCAL 1345,
FORT CARSON, COLORADO
(IN TRUSTEESHIP)

and

AMERICAN FEDERATION OF
GOVERNMENT EMPLOYEES,
AFL-CIO

Respondents

and Case No. DE-CO-40667

EDWARD VASQUEZ

An Individual

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

1
As explained in the text of this decision, this party is substituted for American Federation of Government Employees, 13th District, Lakewood, Colorado (Trustee of American Federation of Government Employees, Local 1345, by and through the Office of National Vice-President), one of the originally named Respondents.

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

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1345, FORT CARSON, COLORADO (IN TRUSTEESHIP) and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO1 Respondents	
and EDWARD VASQUEZ An Individual	Case No. DE-CO-40667

Timothy Sullivan, Esquire
Matthew Jarvinen, Esquire
For the General Counsel

Alexia McCaskill, Esquire
For the Respondents

Before: JESSE ETELSON
Administrative Law Judge

DECISION

The Respondent Unions withdrew an employee's grievance on the eve of its scheduled hearing before an arbitrator. An unfair labor practice complaint alleges that American Federation of Government Employees, Local 1345, Fort Carson, Colorado, and American Federation of Government Employees, 13th District, Lakewood, Colorado, withdrew the grievance because the employee failed to pay dues and maintain his union membership. Such withdrawal, it is alleged, constituted a failure to comply with the unions' duty under section 7114(a)(1) of the Federal Service Labor-Management Relations Statute (the Statute) to represent all employees "without discrimination and

without regard to labor organization membership." By virtue of this alleged failure, the complaint further alleges that the Respondent Unions violated sections 7116(b)(1) and (8) of the Statute. The complaint also alleges an independent violation of section 7116(b)(1)--interfering with an employee's right to refrain from joining a labor organization--by the Respondent Unions' sending the employee a letter indicating that the arbitration of his grievance would be terminated unless he paid all of his back dues.

In their answer, the Unions deny that the withdrawal of the grievance was motivated by the employee's failure to pay dues or maintain membership. They also dispute the complaint's characterization of the letter to the employee, deny that the letter was authorized by a responsible Union official, and deny that they committed any unfair labor practices.

A hearing was held in Denver, Colorado. Counsel filed post-hearing briefs. Counsel for the Respondents requests that the complaint be dismissed as to Respondent American Federation of Government Employees, 13th District. Counsel represents that 13th District is not a labor organization but "purely an administrative office of AFGE National." Upon that representation, I find that American Federation of Government Employees, AFL-CIO (AFGE) and American Federation of Government Employees, Local 1345, are the proper Respondents. If 13th District is nothing but an administrative office of AFGE, service of the charge on 13th District and of the complaint on 13th District and AFGE gave AFGE adequate notice of the alleged unfair labor practices. The alleged unfair labor practices of 13th District were the acts of AFGE through its "administrative office." Therefore I order that AFGE is substituted for 13th District.

Findings of Evidentiary Facts[2]

Edward Vasquez was an employee of the United States Army at Fort Carson, Colorado, and a member of Local 1345, the exclusive representative of a unit of Fort Carson employees. Vasquez's Local 1345 dues were deducted from his pay. On March 5, the Army issued a "Decision on Letter of Proposed Removal," which constituted a removal action against Vasquez, effective March 27, 1993. Vasquez had no previous disciplinary record and had received "Exceptional" performance ratings on his two most recent appraisals. Local 1345 filed a grievance on his behalf and processed it to the arbitration stage, where the Army asserted that the grievance was not arbitrable because the Union was late in invoking arbitration. The grievance was submitted to the arbitrator on that threshold issue. In December 1993 the arbitrator issued a decision in Local 1345's favor, permitting arbitration on the merits to proceed. Meanwhile, Vasquez having lost his job, Local 1345 was no longer receiving dues for him from payroll deductions. It is not clear whether he made any direct dues payments during 1993. Nor is it clear on what periodic basis dues were collected in 1993 from members who did not pay through payroll deduction.[3]

In January 1994 AFGE placed Local 1345 in trusteeship and appointed as trustee National Vice President Donald Solano. Solano testified that he believed it was AFGE

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[2] Statements of fact in this section and recited without attribution are, unless indicated otherwise, those I deem to be undisputed. Credibility resolutions will be resolved separately.

[3] Local 1345 membership reports for May and December 1993 show that during each of those months it had one "direct pay active" and eight "direct pay retired" members.

policy to require "direct dues" (those not paid by payroll deduction) to be paid for a year in advance, and directed Local 1345 Treasurer Virginia Medina to maintain that policy.4 According to Solano, he also imposed a policy, of which he informed Medina, that any communication from the Local's office, either oral or in writing, was to be cleared by him.

Solano assigned National Representative Patrick O'Connor to handle the Vasquez arbitration, replacing the national and local officials who had processed the grievance up to that point. Vasquez discussed the grievance with both Solano and O'Connor in early 1994. The nature of the grievance was an attempt to ameliorate the discipline imposed, as Vasquez had admitted the offenses for which he was removed.

In late January or early February 1994, Medina phoned Vasquez and told him that, pursuant to Solano's instructions, Vasquez, as a member not on payroll dues deduction, had to pay the "full amount of union dues."5 Vasquez told Medina that he was not working, but would try to pay something every week or two. He went to the Local 1345 office on February 18, 1994, gave Medina $30 toward his dues, and told her he would try to pay more as soon as he could.

In March, the representatives of the parties to the Vasquez grievance selected a new arbitrator to hear the grievance on the merits, and Vasquez was so advised. He gave Medina a dues payment of $20 on April 15. Somewhere in that general time frame he was informed that the arbitration hearing was scheduled for May 13 or 14.

At this point a factual dispute appears. Vasquez testified that, on learning of the arbitration date, he went to the union office to talk to O'Connor about the case. O'Connor was not there, and Vasquez spoke with Medina, who reminded him that he had not paid his dues for awhile. She then told him, according to Vasquez, that Solano had called her and said that if Vasquez did not pay the "full amount" of his dues his arbitration would be "terminated." Medina also said, according to Vasquez, that Solano had told her to so inform Vasquez. She also said that Vasquez would be getting a letter concerning this. Medina testified that she did not discuss the arbitration with Vasquez. Solano denied that he gave Medina the instructions that, in Vasquez' account, Medina attributed to him.

Vasquez apparently paid no further dues. He called the union office two or three weeks before the scheduled arbitration hearing and asked to speak to O'Connor about his case. O'Connor told Vasquez that the hearing had been rescheduled to June 14. They arranged to meet on June 13 for final preparation. Meanwhile, on May 27, Medina sent Vasquez the following letter:

> Dear Mr. Vasquez,
>
> According to our records, you are currently a "direct pay" Union member. Under Mr. Solano's direction, Direct Pay members must remit Union dues on an annual basis; $11.00 x 26 pay periods = $286.00.

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On placing the Local in trusteeship, AFGE's national president removed all of its officers. Solano appointed Medina, who had served as treasurer for about six months, but no other former officers, to resume her position.

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This was Vasquez' characterization of what Medina said.

Therefore, a total amount of $236.00 (this amount includes deduction of $50.00 already paid), must be remitted to AFGE Local 1345 within 15 days to preclude any potential termination of your arbitration case.

Questions concerning the above matter may be directed to the undersigned.

[signature]
Virginia Medina
Treasurer
AFGE Local 1345

Medina testified that she sent the letter without authorization or clearance from Solano or O'Connor. She also sent a letter to another "direct pay" member, giving him or her a 15-day deadline to pay for the balance of the year.6 Medina testified that in Vasquez' case she, knowing about the arbitration case, decided on her own to "put that in" the letter to get him to pay. Solano also testified that he had nothing to do with, and had not been aware of, the letter.

A week or two before the scheduled June 14 arbitration hearing, on the suggestion of a management representative, O'Connor and management entered into grievance mediation with a mediator from the Federal Mediation and Conciliation Service. Their mediation session lasted 2 ½ to 3 hours. Each side presented its case and met privately with the mediator. The grievance was not settled.

O'Connor testified that after this session he looked at a videotape showing Vasquez engaged in the course of conduct for which he was removed. Management had discussed this tape at the mediation session. The tape showed a progression of events that, in O'Connor's view, substantiated management's characterization of the offenses. The Union had been provided with a copy of the tape earlier, but, according to O'Connor, it had been misplaced and he had not had the opportunity to view it until the agency provided him with another copy after the mediation session. At some point after the mediation session, O'Connor testified, he discussed the matter with Solano, who left with O'Connor the final authority for deciding whether to proceed with the arbitration.

Although Vasquez had admitted his offenses, O'Connor, in preparing the case, had been searching for weaknesses in the agency's case, such as defects in its specifications of the offense or its consideration of the *Douglas* [*v. Veterans Administration*, 5 MSPR 280 (1981)] factors. Shortly before the hearing date O'Connor decided not to pursue the case. He testified that his decision was based on his belief that the grievant's case had no merit and would not have been successful. O'Connor testified further that Vasquez, during their interviews, seemed cocky and not remorseful, thus

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Counsel for the General Counsel implies that Medina's testimony regarding the other letter is suspect, noting that she did not have a copy of that letter available at the hearing. However, Medina was the General Counsel's witness, albeit a reluctant one. It was not shown that she had been either asked or required to bring a copy of the letter with her.

detracting from his credibility if called as a witness.7 Finally, the mediator's private comments to O'Connor were "a big consideration."8

O'Connor informed Vasquez of his decision on June 13, when they met pursuant to their previous arrangement. O'Connor described to Vasquez the mediation session and his own evaluation of the merits. He told Vasquez that management continued to offer him the opportunity to resign instead of having a dismissal on his employment record. Vasquez declined that offer, as he had previously. O'Connor documented the substance of their June 13 meeting with a letter to Vasquez, stating, in pertinent part:

> A review of all the evidence plus the input from a Federal Mediator of the Federal Mediation and Conciliation Service leads us to the conclusion that your case is without merit, therefore we have cancelled the hearing.

Credibility and Inferences

The parties agree that the basic framework for analysis of this case is to be found in *Letterkenny Army Depot*, 35 FLRA 113 (1990), where, at 118, the Authority articulated the requirements for making a prima facie showing in all cases of alleged discrimination. Thus, the General Counsel must establish that:

> (1) the employee against whom the alleged discriminatory action was taken was engaged in protected activity; and
>
> (2) such activity was a motivating factor in the . . . treatment of the employee. . . .

Medina's letter suggests a connection between paying dues and proceeding to arbitration. The letter was timed so that its 15-day deadline for Vasquez to pay his dues expired just before the decision to drop the arbitration was communicated to him. This circumstantial evidence presents at least a ground for suspicion that Vasquez' failure to pay the balance of his dues was a motivating factor in the Union's decision. As support for that suspicion, we have Vasquez' disputed testimony that Medina also told him that Solano instructed her to tell Vasquez that his failure to pay would result in "terminating" his arbitration.

One must be wary of putting the cart before the horse. However, it would be difficult to assess the credibility of Vasquez' account without examining the substance of the Unions' defense, namely, that the decision to drop the arbitration was based on the unlikelihood of success. That is, while the asserted statement by Medina would constitute an admission attributable to the Unions, it is unlikely that such an admission actually was made unless Medina did in fact receive such instructions from Solano.

7
During a pre-removal interview with representatives of management and a union representative (not O'Connor), as summarized in a memorandum the accuracy of which Vasquez vouched for in his testimony, Vasquez had asserted that he had witnessed "worse abuses" than his and that "nothing was done to those perpetrators."

8
O'Connor also testified that the agency had informed him that it had developed more evidence, and that if Vasquez was taken back it intended to remove him again the next day.

Further (at the risk of belaboring the obvious), Solano is not likely to have given her such instructions unless he meant it and intended to act accordingly.

In evaluating the probabilities of what actually occurred here, I cannot fail to consider the background of the key individuals involved and the nature of the alleged violation. First, Solano, at whose door the alleged discriminatory decision is laid, is a seasoned labor relations professional, employed by AFGE (not by Local 1345 or by the employer agency) and appointed as trustee to rescue Local 1345 from what AFGE regarded as its mismanagement. Because of his background, I infer that Solano was aware of the fiduciary nature of his position as a trustee and the prospect that his conduct might well be scrutinized, by employees and perhaps by management, more closely than the conduct of locally-elected officials. Solano can also be expected to have realized that an instruction to be relayed directly to an employee in Vasquez' circumstances, specifically making dues payment a condition of continuing to represent him, would constitute a blatant violation of the Unions' statutory duty. Presenting such a linkage to an affected employee, might, of course, be an effective method of coercing dues payments. However, from Solano's vantage point, it would also have the easily foreseeable effect of eliciting an unfair labor practice charge and, not incidentally, providing incriminating evidence.

O'Connor is also an experienced labor relations professional, employed by the national AFGE union and familiar with the special responsibilities of trusteeship. He presented a plausible explanation for the decision, for which he accepted responsibility, to refuse to proceed with the arbitration. While Counsel for the General Counsel rely heavily on the timing of the decision, the legitimacy of the timing was adequately explained. O'Connor's participation in mediation of the grievance is undisputed despite some uncertainty as to whether it occurred one or two weeks before the scheduled arbitration hearing. Nor do I find any substantial basis to question O'Connor's testimony that he examined the videotape of Vasquez after its contents were discussed during the mediation session, and that he considered how it might influence the arbitrator. The parties' presentation of the substance of their cases before the mediator also gave O'Connor the opportunity to evaluate the Army's case for possible weaknesses and to consider the mediator's reaction to the presentations. As the dispute to be arbitrated was solely whether or not removal was a justifiable disciplinary response to Vasquez' offenses, it was also reasonable for O'Connor to assess Vasquez as a witness with regard to the credibility of his asserted remorse over his actions. Finally, although O'Connor did not mention it specifically in the context of his reasons for withdrawing the grievance, I note his testimony that the Army represented to him that it had additional evidence of wrongdoing by Vasquez, and that it intended to use this evidence if necessary to remove him again. This information would have suggested the possible futility of contesting the original removal.

The credibility of all of O'Connor's assertions is, of course, in the balance. So, too, is the credibility of Solano's denial that he instructed O'Connor how to proceed or that he instructed Medina to inform Vasquez that his arbitration depended on his dues payment. Ultimately, the credibility of all three of these Union officials must be balanced against Vasquez' testimony that Medina told him that she was so instructed, as well as the weight of Medina's May 27 letter.

No one witness seemed inherently more credible than any other. There was, of course, a crucial difference between Vasquez and Medina about one conversation in the union office. The circumstances persuade me that if, consistent with her letter but

inconsistent with her testimonial recollection, Medina did mention the arbitration to Vasquez, she said no more than what she wrote in the letter, and did not tell Vasquez that she was relaying instructions from Solano linking Vasquez' dues payments with his arbitration.

The circumstances concerning the plausibility of the Unions' explanation, as related above, constitute one set of factors. The General Counsel, disputing the credibility of this explanation, urges a finding that Solano's course of conduct with respect to Vasquez was infected by a bad motive from the very beginning. Thus, it is argued that his imposition of the requirement for "direct pay" members to pay their annual dues in advance was aimed at Vasquez, "[i]n order to squeeze as much money [as] possible" from him.

This argument is based in part on suggested inferences that (1) Vasquez was the Local's only "direct pay active" member and (2) that Solano had taken the trouble to inform himself of this. Each of these suggested inferences is at least partly speculative. As to the first, the General Counsel points to their being only one "direct pay active" member, in May and December 1993. The assumption is that the sole member was Vasquez. I cannot be completely satisfied that this is so. The record does not reveal whether or not Vasquez continued paying dues after his March 1993 discharge and was carried on the Local's records as a member from then until his February 1994 partial dues payment. Further, I credit Medina that she had sent a letter to another "direct pay" member (probably near the time of her May 1994 letter to Vasquez) informing him or her of the new policy and requesting payment within 15 days. However, other circumstantial evidence, principally Vasquez' credited testimony that Medina called him and referred to him as a member not paying by payroll deduction, persuades me that he probably was the sole "direct pay active" member at the end of 1993.

Assuming that such an inference is warranted, the propriety of the further inference that Solano actually went through the process of so identifying Vasquez as such in his own mind is more difficult to determine. Ultimately, however, I am not persuaded that Solano devised the new dues payment policy to "squeeze as much money as possible" from Vasquez. The obvious risks of carrying through such a plot (witness the instant case, for example) so far outbalance the meager financial benefit to the Unions that I do not believe the dues policy was so motivated.[9] Moreover, such a policy, if aimed at a member whose continued payment of dues was known to be difficult because he was unemployed, would hardly have served to encourage other bargaining unit employees to become or remain members while they were still employed.

In the absence of such a plot, there remains the question of Medina's credibility when she denied receiving instructions from Solano to link Vasquez' dues payment with his arbitration and to so inform Vasquez. I credit her denials and her testimony that the suggestion of a possible linkage, in her May 27 letter, was her own idea. If, contrary to

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Such a plot would have had dubious potential for the Unions even from a strictly financial viewpoint. Had Vasquez paid his annual dues and the Unions proceeded to arbitration and lost, the cost of the arbitration would have far exceeded his dues and he, no longer a bargaining unit employee, would have been unlikely to renew his membership in future years. Had arbitration proceeded and resulted in Vasquez' reinstatement, the Unions could almost be assured of his continuation as a loyal dues-paying member. Only if Solano plotted from the beginning to collect Vasquez' dues and **still not proceed to arbitration** would the Unions have benefited financially.

her recollection, Medina also linked dues with the arbitration in a conversation with Vasquez, he may well have assumed that the instructions came from Solano. However, I think it more likely that, as noted above, and consistent with the general tenor of Medina's testimony, she said nothing to him that was more specific than the "potential" for termination of the arbitration if he did not pay his dues. Whether she said even that I am unable to determine, nor do I feel capable of determining whether Vasquez believed he heard what he said he heard.10

Finding that Solano's denials are not contradicted by the phantom admission by Medina to Vasquez concerning Solano's intentions, I credit these denials and O'Connor's explanations for the decision that he, independently, made. Counsel for the General Counsel offers some reasons why O'Connor might rationally have decided otherwise, but has not succeeded, in my view, in showing that the decision was based on other than a good-faith assessment of the prospects for a successful conclusion to the arbitration. Nor do I find that the presumably truthful testimony of Patrick Crotty, chief of management-employee relations for the Army at Fort Carson, that O'Connor asked to borrow the Vasquez videotape a few days before the hearing in this case, warrants the discrediting of O'Connor's testimony that he watched the tape before the scheduled arbitration hearing. And notwithstanding Vasquez' admission of guilt, it would not have been unreasonable for O'Connor to fear that the arbitrator would admit the tape into evidence and be influenced by what it showed.

A suggestion by the General Counsel that O'Connor could have been more specific in describing the information he relied on is no more convincing. O'Connor was available for cross-examination. He made no discernible attempt to evade any questions that tested his explanation of his decision.11 Nor do any of O'Connor's actions suggest that he was aware that his proceeding with the arbitration was contingent on Vasquez' dues payment.

Conclusions

Based on the above findings, I conclude that the General Counsel has not established a prima facie case that the Respondent Unions violated their statutory duty under section 7114(a)(1) of the Statute. I further conclude that they have not violated sections 7116(b)(1) or (8) by virtue of such conduct.

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Counsel for the General Counsel argues that Medina should be discredited because it is unlikely that, as Medina testified, Vasquez would have come to the union office in 1994 to pay his dues and not have mentioned to her why he was doing so. I have made no determination as to whether the arbitration was mentioned. However, I see no reason to suppose that either Vasquez or Medina would have found it necessary to bring up the arbitration in 1994 in connection with the dues payments that Vasquez was either continuing or resuming. For one thing, Vasquez would likely have presumed that Medina already knew about the arbitration. For another, Vasquez testified that his dues payments were pursuant to Medina's request.

11
O'Connor cannot be faulted for failing to volunteer what the mediator told him in private. O'Connor's testimony presents a clear implication of the drift of these comments, and he was not asked to be more specific. Therefore I need not reach the interesting question of whether the mediator's actual comments are privileged.

Notwithstanding these conclusions, I find that Medina's May 27 letter interfered with, restrained, or coerced Vasquez in the exercise of his right to refrain from assisting Local 1345. The letter was on Local 1345's official letterhead, signed by its treasurer, and gave Vasquez a reasonable basis to fear that his failure to pay the remainder of his annual dues within 15 days could result in the "termination of [his] arbitration case." In this respect, the General Counsel's failure to establish that Medina had actual authority to suggest such a connection does not absolve the Local. *American Federation of Government Employees, Local 916, AFL-CIO*, 28 FLRA 988, 1001-12 (1987). It is sufficient that Vasquez could reasonably have drawn from its contents the coercive inference that such a connection existed. *See American Federation of Government Employees, Local 987, Warner Robins, Georgia*, 35 FLRA 720, 724-25 (1990); *American Federation of Government Employees, Local 987*, 35 FLRA 563, 570-72 (1990).

Further, as the Local was in trusteeship under the auspices of AFGE, Medina also had apparent authority to speak for the trustee, AFGE's responsible representative for managing Local 1345's affairs. Therefore, AFGE is jointly responsible for the coercive effect of the letter. I find that Respondents Local 1345 and AFGE have violated section 7116(b)(1) of the Statute by giving an employee the impression that his failure to pay dues would jeopardize his opportunity to have his grievance heard by the arbitrator.

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 1345, Fort Carson, Colorado (in Trusteeship), and American Federation of Government Employees, AFL-CIO, shall:

1. Cease and desist from:

(a) Stating or implying that failure to pay dues or maintain union membership will be a factor in determining whether arbitration of an employee's grievance will proceed.

(b) In any like or related manner interfering with, restraining or coercing its 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) Post at their respective business offices, in normal meeting places, and at all other places where notices to members and bargaining unit employees at Fort Carson, Colorado, 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 on behalf of American Federation of Government Employees, Local 1345, by its Trustee, and on behalf of American Federation of Government Employees, AFL-CIO, by its National Vice President, 13th District, 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) Submit appropriate signed copies of such notices to the Commanding Officer of Fort Carson 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.

(c) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the Denver Region, 1244 Speer Boulevard, Suite 100, Denver, Colorado 80204-3581, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

IT IS FURTHER ORDERED that all remaining allegations of the complaint are dismissed.

Issued, Washington, DC, June 22, 1995

JESSE ETELSON
Administrative Law Judge

NOTICE TO ALL MEMBERS AND 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 EMPLOYEES THAT:

WE WILL NOT state or imply that failure to pay dues or maintain union membership will be a factor in determining whether arbitration of an employee's grievance will proceed

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.

American Federation of Government
Employees, Local 1345

Date: By:

(Signature) (Title)

American Federation of Government
Employees, AFL-CIO

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 Federal Labor Relations Authority, Denver Region, 1244 Speer Boulevard, Suite 100, Denver, Colorado 80204-3581, and whose telephone number is: (303) 844-5224.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by JESSE ETELSON, Administrative Law Judge, in Case No. DE-CO-40667, were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Timothy Sullivan, Esquire and
Matthew Jarvinen, Esquire
Federal Labor Relations Authority
1244 Speer Boulevard, Suite 100
Denver, CO 80204-3581

Alexia McCaskill, Esquire
American Federation of Government
Employees, AFL-CIO
80 F Street, NW
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Mr. Edward Vasquez
4515 Lancaster
Colorado Springs, CO 80916

REGULAR MAIL:

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

Dated: June 22, 1995
Washington, DC