



**FEDERAL LABOR RELATIONS AUTHORITY**  
Office of Administrative Law Judges  
WASHINGTON, D.C.

OALJ 15-30

DEPARTMENT OF THE NAVY  
U.S. MARINE CORPS  
MARINE CORPS BASE  
QUANTICO, VIRGINIA

RESPONDENT

AND

AMERICAN FEDERATION OF GOVERNMENT  
EMPLOYEES, LOCAL 1786, AFL-CIO

CHARGING PARTY

Case No. WA-CA-13-0302

Douglas J. Guerrin  
For the General Counsel

Michael D. Sebastian  
For the Respondent

Ronald Burnett  
For the Charging Party

Before: CHARLES R. CENTER  
Chief Administrative Law Judge

**DECISION**

**STATEMENT OF THE CASE**

This case arose under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. §§ 7101-7135 and the Rules and Regulations of the Federal Labor Relations Authority (FLRA/Authority), part 2423.

The case was initiated on March 25, 2013, when the American Federation of Government Employees, Local 1786, AFL-CIO (Union/Local 1786) filed an unfair labor practice (ULP) charge against the Department of the Navy, U.S. Marine Corps, Marine Corps Base, Quantico, Virginia (Respondent). After investigating the charge, the Regional Director of the Washington Region of the FLRA, issued a Complaint and Notice of Hearing on

September 26, 2013, alleging that the Respondent had interfered with, restrained, and coerced employees in the exercise of their § 7102 rights by telling employee Ronald (Ron) Burnett that his official time was being restricted due to the activities of the Union's Vice President. The Respondent allegedly told Burnett that if the Vice President was less aggressive, Burnett would not have trouble getting approval for official time. The Respondent filed its Answer to the Complaint on October 17, 2013, denying that it had made a coercive statement or otherwise committed an unfair labor practice.

A hearing was held in this matter on January 28, 2014, in Washington, D.C. All parties were represented and afforded an opportunity to be heard, to introduce evidence, and to examine witnesses. The General Counsel and Respondent filed timely post-hearing briefs, which I have fully considered.

Based on the entire record, 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 Respondent is an agency within the meaning of § 7103(a)(3) of the Statute. G.C. Ex. 1(b), 1(c). The Union is a labor organization within the meaning of § 7103(a)(4) of the Statute and is the exclusive representative of a unit of the Respondent's employees at the Marine Corps Base in Quantico, Virginia. G.C. Ex. 1(b) & 1(c).

Ron Burnett was elected President of Local 1786 in April of 2012. Tr. 14-15. Bargaining unit employee Anne Corbin became Vice President of the Union at the same time. Tr. 16. Burnett served as the Local Secretary-Treasurer for two years and as Steward for six to eight years prior to becoming President of the Union. Tr. 15.

Burnett's first-line supervisor was responsible for determining the amount of official time granted to Burnett to perform his union duties. Tr. 15. Since both the first-line and second-line supervisor positions were vacant, Burnett's third-line supervisor approved his official time requests. *Id.* After Burnett and Corbin were elected to the union board, the Union became more active, filing numerous ULPs and grievances against the Respondent. Tr. 16, 35.

David Newman has been the Civilian Manpower Branch Head at the Respondent's base in Quantico for four years. Tr. 38. He is responsible for managing hiring so that the Respondent stays within its labor budget. *Id.* He is involved in workforce development and also administers performance management at the Command level. *Id.* Newman participates, on behalf of the Respondent, in negotiating Command policies with the Union, including dealing directly with Burnett and Corbin as representatives of the Union. Tr. 38-39, 53. Newman oversees seven civilian subordinates, none of whom are bargaining unit employees. Tr. 38-39.

Newman and Burnett first met while serving on the Respondent's Awards Committee approximately four years ago. Tr. 17, 39. Newman and Burnett allegedly had three conversations regarding Burnett's official time, the most recent conversation, which occurred on March 21, 2013, is the subject of the present case. According to Burnett, he also had a conversation with Newman in August 2012 at a Civilian Appreciation Picnic. Tr. 17. During that August conversation, Newman allegedly told Burnett that if Corbin were not so aggressive towards management, Burnett would not have such a hard time getting official time. Tr. 18. Burnett also testified that he and Newman had a conversation in the fall of 2012 where Burnett was told that if he could calm Corbin down, he would receive more official time. Tr. 18-19. The Union did not file a ULP or grievance following these conversations. Tr. 19.

On or about March 21, 2013, Newman and Burnett had a conversation in Newman's office. Tr. 19, 43. Burnett testified that he stopped by Newman's office to drop off MSPB appeal letters. Tr. 19. A conversation ensued during which Burnett told Newman that he was still having trouble getting approved for official time. Tr. 20. Newman allegedly told Burnett that he needed to "get a leash on her (Corbin) . . . put her in a box," and he would be getting more official time. *Id.* Burnett testified that he then asked Newman if Corbin was the reason he was not getting official time but Newman did not respond and the conversation ended. *Id.* Burnett also testified that the entire conversation lasted no more than a half-hour. Tr. 21.

Newman recalls the conversations with Burnett, including the one on March 21, 2013, differently. Newman acknowledged that Burnett approached him two or three times before March 21, 2013, and complained about not receiving official time. Tr. 41, 58. Newman testified that he did not respond to these statements by Burnett because he believed they were just comments by Burnett venting his frustration about the issue. Tr. 58. Newman did not recall the specific conversations referred to by Burnett in August 2012 or later in the fall of 2012. Tr. 59-60. Newman characterizes his conversation with Burnett on March 21, 2013, as primarily a social visit at the end of the day on a Friday. Tr. 44. Newman testified that they discussed various items both work-related and non-work-related. Tr. 44-45. Burnett eventually brought up the issue of official time during the conversation. Tr. 45. Newman said he was not an expert on the subject and that Burnett should speak to someone in human resources. Tr. 45-46. Newman testified that Burnett continued talking about the issue and Newman felt sympathetic. Tr. 46. Newman stated that he did not know why Burnett was not granted 100% official time and he did not think the Base Commander could grant 100% official time. *Id.* According to Newman, Burnett said that he was not getting enough official time and that he should be receiving 100% official time. Tr. 47. Newman testified that he was trying to think of a way to help Burnett get official time. Tr. 46. Newman indicated to Burnett that he knew there were several ULPs and letters to the Secretary of the Navy from the Union that did not have Burnett's name on them. *Id.* Newman suggested it would add more credibility to Burnett's case for official time to have his name on those types of documents. *Id.* Newman testified that Burnett agreed and that he did not know about one of the letters sent to the Secretary of the Navy by Corbin. *Id.* Newman testified that they

discussed the frustration between Burnett and Corbin and how she was “aggressive” towards management. *Id.* As he was leaving Burnett said that he had told Corbin, “you can get more bees with honey than vinegar.” *Id.* Newman testified that the conversation lasted about two hours. Tr. 47. Newman denies telling Burnett that if Corbin were less aggressive towards management, Burnett would receive more official time. Tr. 48. Newman also denies saying that Burnett’s official time was being restricted because of management’s feelings towards Corbin. *Id.*

## POSITIONS OF THE PARTIES

### General Counsel

The General Counsel cites the right of employees, under § 7102 of the Statute, to form, join, or assist a labor organization, and Authority precedent that an agency’s interference with this right violates § 7116(a)(1). *Nuclear Regulatory Comm’n*, 28 FLRA 820, 831 (1987). The General Counsel maintains there is an objective standard for determining if management’s statements violates § 7116(a)(1) and the question is whether, under the circumstances, the statements tend to coerce or intimidate the employee, or whether the employee could have drawn a coercive influence from the statement. *U.S. DOJ, Fed. BOP, FCI, Elkton, Ohio*, 62 FLRA 199, 200 (2007) (*FCI*). The General Counsel asserts that while the Authority takes the circumstances surrounding the statement into consideration, the standard is not based on subjective perceptions of the employee or the intent of the employer. *Id.* at 200. The General Counsel further contends that while § 7116(e) of the Statute protects the expression of personal views, it does not protect statements containing a promise of a benefit. *Okla. City Air Logistics Ctr. (AFLC), Tinker AFB, Okla.*, 6 FLRA 159 (1981) (*Tinker AFB*).

The General Counsel asserts that Newman’s statements clearly suggested the reason Burnett was not approved for more official time was because management did not like the way Corbin conducted herself. The General Counsel argues Newman told Burnett that if he could get Corbin to be less aggressive towards management, Burnett would be granted more official time. The General Counsel argues the fact that Newman made these statements on three different occasions, in addition to Newman’s management position and work on union-management issues, made it reasonable for Burnett to conclude Newman was expressing management’s feelings towards Corbin, and that Burnett would get more official time if he could control Corbin.

The General Counsel argues the Respondent’s portrayal of the exchange as a casual conversation between co-workers, in which Newman lacked any intent to coerce Burnett, is not relevant in determining whether Newman made a statement that violated the Statute. *FCI*, 62 FLRA at 200. The General Counsel contends that Respondent’s depiction of Newman as having little or no dealings with the Union and no knowledge of official time is contradicted by Newman’s testimony that he interacted with Burnett and Corbin on various union-management issues.

The General Counsel rejects the Respondent's contention that Newman was expressing his personal views and his statements were therefore protected by § 7116(e) of the Statute. The General Counsel cites *Tinker AFB*'s holding that § 7116(e) protects expression of personal views if it contains no threat or reprisal or force or promise of benefit. *Tinker AFB*, 6 FLRA at 161. The General Counsel argues that Newman's statements made a promise to Burnett that he would receive more official time if he could control the actions of his Union Vice President.

The General Counsel argues that even if Newman's recollection of his conversations with Burnett are correct, Newman's statements still violated § 7116(a)(1) of the Statute. The General Counsel asserts that the conversation explicitly included statements by Newman telling Burnett how he should delegate authority to the other Union officials. Newman stated that if Burnett signed more of the Union correspondence, such as ULPs, grievances and letters to the Secretary of the Navy, Burnett would be more "credible" and his need for official time would be "better justified." R. Ex. 1 at 1. The General Counsel contends Newman's statements constituted a promise that if Burnett took authority away from other union officials, including Corbin, Burnett would be more likely to get official time. Newman's promise of more official time in exchange for reducing or eliminating Corbin's authority was thus coercive and not protected as a personal opinion. *Tinker AFB*, 6 FLRA at 161.

Finally, the General Counsel requests an Order requiring the Respondent to post a Notice to all bargaining unit employees for 60 days, in conspicuous places, to be signed by David Newman, as Civilian Manpower Branch Head. The General Counsel also requests a copy of the Notice be distributed electronically to all bargaining unit employees.

### **Respondent**

The Respondent contends Burnett's testimony, that Newman stated Burnett would receive more official time if Corbin were less aggressive, is false. Newman said that in his opinion, it would help Burnett's argument to be approved for official time if Burnett himself signed more of the documents submitted by the Union instead of delegating the authority to other union officials. The Respondent argues Newman indicated to Burnett that he was not an expert in the area of official time and was just giving Burnett his personal opinion.

The Respondent asserts that the statements made by Newman are protected by § 7116(e) of the Statute. *Tinker AFB*, 6 FLRA at 159; *Army & Air Force Exch. Serv. (AAFES), Ft. Carson, Colo.*, 9 FLRA 620 (1982). The Respondent contends the expression of personal views, even if critical of the union, is not an unfair labor practice provided such expression is not made in the context of a representational election, was not made under coercive conditions, and contains no threat or reprisal or force or promise of benefit. *Id.* The Respondent argues none of these conditions were present for the conversation between Newman and Burnett. The Respondent maintains that both parties were using their normal speaking voice and Burnett never had any prior or subsequent difficulty with Newman.

The Respondent asserts that Newman never suggested Corbin withdraw from the Union, stop exercising her protected rights, or stop acting in her elected capacity. The Respondent contends that even if § 7116(e) does not apply, there was no witness testimony indicating Newman made statements that interfered with, restrained, or coerced the union in the exercise of its protected rights.

The Respondent credits Newman's testimony that characterizes the conversation in March 2013, as primarily a social visit between two friends. Newman testified that Burnett had just come from the Commanding Officer's office and initially he and Burnett discussed conducting focus groups based on the results of a recent climate survey. The Respondent maintains that Burnett could not recall who he met with before meeting Newman; he only recalled that he was supposed to drop off MSPB appeal letters to Newman. The Respondent implies that Burnett's testimony lacks credibility because he could recall the purpose of his visit to Newman's office and details of their conversation, but he could not recall whether he visited with the Commanding Officer before that. The Respondent claims it was impossible that Burnett would have come to Newman's office to drop off the MSPB appeal letters because decisions of furloughs were not made by the Respondent until June 2013, and the Respondent did not receive furlough appeals from the MSPB until July 2013, well after the conversation in March 2013.

Finally, the Respondent argues that little weight should be placed on the two conversations that allegedly occurred between Burnett and Newman at the Civilian Appreciation Picnic and then at the base theater. The Respondent suggests that if the conversations really took place as Burnett has alleged, the issue should have been brought to management's attention prior to the day of the hearing in this case, whether through a ULP or grievance. The Respondent points out that the Union did not file a ULP or grievance after either of these incidents. The Respondent also asserts that both conversations allegedly took place in a public setting and since Burnett did not bring this up until the hearing, the Respondent was prevented from potentially finding witnesses to corroborate Burnett's testimony. Lastly, the Respondent questions why Burnett did not personally file the ULP in this case when he was present during the conversation at issue here. The Respondent also questions Burnett's explanation that he was too busy to file the ULP in this case. The Respondent observed that the ULP was filed three days after the conversation took place even though there is a six month time limit under the Statute for filing ULPs.

## DISCUSSION

An agency violates § 7116(a)(1) of the Statute when it interferes with an employee's rights under § 7102 to form, join, or assist any labor organization freely and without fear of penalty or reprisal. *USDA, U.S. Forest Serv., Frenchburg Job Corps, Mariba, Ky.*, 46 FLRA 1375 (1993).

Newman's recollection of his conversation with Burnett is markedly different from Burnett's testimony regarding their meeting on March 21, 2013 meeting. However, even if I found Newman's version of the conversation more reliable, his statements to Burnett would violate the Statute. Newman testified that Burnett had complained to him about not receiving enough official time to perform his union duties on at least two occasions prior to their conversation in March 2013. Tr. 41. When Burnett brought up the issue of official time during the March 2013 conversation, Newman told Burnett he was "aware of some ULPs and a couple of letters . . . to the Secretary of the Navy from the Union here, and it seems like they're all signed by stewards or the Vice President." Tr. 46. Newman then suggested Burnett would have more "credibility" to argue for official time if those documents came from Burnett. Tr. 46, 48. Newman's advice thus indicated that if Burnett took away the ability of Corbin and other Union officials to file ULPs and other Union correspondence, then Burnett would be more likely to receive official time. In a letter he drafted five days after the conversation occurred, Newman explicitly stated that he told Burnett it might help his argument for 100% official time if Burnett "pulled back the delegated authority he gave Anne (Vice President) and the Stewards to sign ULPs, and Union correspondence . . ." R. Ex. 1 at 1. Newman's comments conveyed the impression that management was not granting Burnett as much official time as he requested because he had delegated authority to Corbin and other union officials to file ULPs and other union correspondence. Thus, the statements created a chilling effect on Burnett's ability to delegate responsibility to Corbin and other union officials to file ULPs, a right protected by § 7102 of the Statute. *AFGE, AFL-CIO*, 29 FLRA 1359 (1987).

While it is apparent from Newman's testimony that he believed he was just giving personal advice during a conversation with a friend and he never intended to restrain or coerce Burnett regarding filing ULPs, the standard for determining whether a management statement violates § 7116(a)(1) is an objective one. The test is whether, under the circumstances, the statement could reasonably tend to coerce or intimidate the employee or whether the employee could reasonably have drawn a coercive inference from the statement and not whether they actually did so. *Fed. Mediation & Conciliation Serv.*, 9 FLRA 199 (1982); *Dep't of the Air Force, Scott AFB, Ill.*, 34 FLRA 956, 962 (1990); *U.S. DOJ, Fed. BOP, FCI, Safford, Ariz.*, 59 FLRA 318, 322 (2003). Neither the subjective perception of the employee nor the employer's intent is determinative because an objective standard which considers the circumstances surrounding the comments must be used. *Bureau of Engraving & Printing*, 28 FLRA 796 (1987); *Ogden Air Logistics Ctr., Hill AFB, Utah*, 51 FLRA 1459 (1996).

It is undisputed in this case that Newman was a supervisor or management official at the times material to the complaint. G.C. Exs. 1(c) & 1(d). Both Newman and Burnett were aware that Corbin and other Union Stewards had filed multiple ULPs and written letters to the Secretary of the Navy. Tr. 27, 35, 46, 55; R. Ex. 1. Even if I credit Newman's testimony that he was just trying to be helpful and lacked hostility toward the Union, the standard for determining whether a statement violates § 7116(a)(1) is not based on the intent of the employer. *Dep't of the Army Headquarters, Wash., D.C.*, 29 FLRA 1110, 1124 (1987). It

was understandable that Burnett would have drawn a coercive inference from Newman's comments based on the surrounding circumstances. Newman knew that Burnett was frustrated about not receiving enough official time since Newman admitted that Burnett had brought up the issue several times before the March 2013 conversation. Tr. 41. Newman contended that he did not have much involvement with the Union or know much about official time; however, he knew that it was Burnett's third-line supervisor who was responsible for approving Burnett's official time. *Id.* Newman pointed out specifically to Burnett that he knew there were several ULPs and letters to the Secretary of the Navy that were signed by Corbin instead of Burnett. Tr. 46, 48-49, 55. The fact that Newman knew who had signed the ULPs and other correspondence suggested that he was at least familiar with union issues despite his assertion that he did not know anything about official time. Newman explicitly suggested a connection between the filing of ULPs and Burnett's official time. Tr. 46, 48-49. His comments made it appear that if Burnett impeded the filing of grievances and ULPs by Vice President Corbin and other union officials, he would be more likely to receive official time. Although Newman indicated he had little to do with union issues in his position, this would not have been readily apparent to Burnett since he and Newman negotiated with each other regarding policies and procedures on behalf of the Union and the Respondent, respectively. Tr. 54. It was thus reasonable for Burnett to infer from Newman's comments that management was not allowing him more official time because of the ULPs and other correspondence that came from Corbin and the other union stewards. By linking protected activity with management's willingness to grant official time, Newman effectively discouraged Burnett and Corbin from engaging in protected activity. Newman's statements therefore can be construed as having interfered with, restrained, and coerced Burnett in the exercise of his § 7102 right to file ULPs and thus violated § 7116(a)(1).

While the Respondent argues that Newman and Burnett were just engaged in a friendly, casual conversation and did not occur under coercive conditions, I find the circumstances of Newman's conversation with Burnett do not offset the coercive tendency of his remarks. That is, even if Newman's remarks lacked any hostility toward the union and were meant as friendly advice to Burnett, those factors do not counter their coercive impact. In this regard, advice from a friendly figure can be more convincing and have a coercive impact that is the same or greater than messages delivered by someone who is openly hostile to protected activity. *See NLRB v. Big Three Industrial Gas & Equip. Co.*, 579 F.2d 304 (5th Cir. 1978) (court noted friends can unlawfully threaten their friends and warnings of retaliation cast as friendly advice from a familiar associate might be more credible and, hence, more offensive than generalized utterances by distant management officials). There was no reason to conclude that Newman had any influence over management's decision over how much official time to grant to Burnett, but it was significant that Newman's comments showed that he knew Burnett had not signed several ULPs and other union correspondence, information that Newman had access to, due to his management position. Tr. 46, 48; R. Ex. 1. Newman's awareness of the ULPs and letters to the Secretary of the Navy made his opinion seem more credible and would cause Burnett to infer a connection between the ULPs filed and his official time.



The Respondent asserts there is no evidence that Newman's comments actually restrained or coerced Burnett, Corbin or other union officials in the exercise of their protected rights. However, the test for determining whether comments violate the Statute is an objective one and not necessarily based on an employee's reaction to them. Therefore, whether remarks are successful in deterring a particular employee from engaging in protected activity is not determinative of whether the remarks would tend to coerce or intimidate employees and, thereby, violate the Statute. See *U.S. Dep't of the Air Force, Griffiss AFB, Rome, N.Y.*, 38 FLRA 1552, 1559-60 (1991) (despite the fact that two employees resisted management coercion to participate in interviews regarding an upcoming unfair labor practice hearing, it was reasonable to assume other employees would not have withstood pressure to do so, and management efforts to force employees to participate violated § 7116(a)(1). In the present case, there was no evidence that Corbin or other union officials stopped or reduced the number of grievances and ULPs being filed; in fact, Corbin filed the ULP in this case. G.C. Ex. 1(a). However, Burnett testified that based on Newman's comments, he believed that management did not appreciate Corbin's aggressive representation and this was the reason he was not getting approved for official time. Tr. 30, 31. According to Newman, Burnett had actually agreed with Newman that Corbin was too aggressive towards management and said he had already advised Corbin that he wanted to see all union documents before they were issued. Tr. 51.

The Respondent contends Newman was expressing his personal opinion and thus his statements were protected by § 7116(e) of the Statute. The Authority held in *Tinker AFB*, 6 FLRA at 161, that, outside of the context of a representational election, § 7116(e) of the Statute protects the expression of personal views, arguments, or opinions by management as long as such expression contains no threat of reprisal or force or promise of benefit or was not made under coercive conditions. As discussed above, Newman's comments linked the filing of ULPs by Corbin and other union officials with the promise of more official time for Burnett. Newman's comments were therefore coercive and not protected under § 7116(e) since they implied a promise of benefit of more official time for Burnett in exchange for restricting Corbin's authority to file grievances and ULPs.

### CONCLUSION

Based upon the foregoing, I find that Newman made statements to Burnett on or about March 21, 2013, linking a restriction upon Corbin's and other union officials' protected activities with the promise of more official time for Burnett, and made them in such manner and under circumstances that gave them the appearance of being management's position rather than simply representing Newman's personal opinion. I find Newman's statements would reasonably tend to coerce or intimidate an employee in the exercise of rights assured by the Statute and thus violated § 7116(a)(1) of the Statute.

Accordingly, I recommend that the Authority adopt the following Order:

**ORDER**

Pursuant to § 2423.41(c) of the Rules and Regulations of the Authority and § 7118 of the Federal Service Labor-Management Relations Statute (Statute), the Department of the Navy, U.S. Marine Corps, Marine Corps Base, Quantico, Virginia shall:

1. Cease and desist from:

(a) Making statements to its employees that interfere with, restrain, or coerce bargaining unit employees or union officials in the exercise of their rights assured by the Statute, including the right of union representatives to use official time in accordance with the Statute and the parties' collective bargaining agreement.

(b) In like or related manner, interfering with, restraining, or coercing bargaining unit employees in the exercise of their rights assured by the Statute.

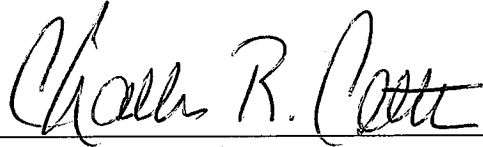
2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Post at its facilities where bargaining unit employees represented by the Union are located, 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 David Newman, Civilian Manpower Branch Head, U.S. Marine Corps, Marine Corps Base, Quantico, Virginia, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(b) In addition to physical posting of paper notices, disseminate a copy of the Notice through the Respondent's email system to all bargaining unit employees in the Quantico, Virginia, office. This Notice will be sent out on the same day that the Notice is physically posted.

(c) Pursuant to § 2423.41(e) of the Rules and Regulations of the Authority, notify the Regional Director, Washington Region, Federal Labor Relations Authority, in writing, within 30 days of this Order, as to what steps have been taken to comply.

Issued, Washington, D.C., May 21, 2015

A handwritten signature in cursive script, reading "Charles R. Center", written over a horizontal line.

CHARLES R. CENTER  
Chief Administrative Law Judge

**NOTICE TO ALL EMPLOYEES**

**POSTED BY ORDER OF**

**THE FEDERAL LABOR RELATIONS AUTHORITY**

The Federal Labor Relations Authority has found that the Department of the Navy, U.S. Marine Corps, Marine Corps Base, Quantico, Virginia, violated the Federal Service Labor-Management Relations Statute (Statute) and has ordered us to post and abide by this Notice.

**WE HEREBY NOTIFY OUR EMPLOYEES THAT:**

**WE WILL NOT** make statements or comments that interfere with, restrain, or coerce bargaining unit employees or union officials in the exercise of their rights assured by the Statute, including the right of union representatives to use official time in accordance with the Statute and the parties' collective bargaining agreement.

**WE WILL NOT**, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of their rights assured by the Statute.

\_\_\_\_\_  
(Agency/Respondent)

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 its provisions, they may communicate directly with the Regional Director, Washington Region, Federal Labor Relations Authority, whose address is: 1400 K Street, N.W., 2nd Fl., Washington, DC 20424, and whose telephone number is: 202-357-6029.