UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

DEPARTMENT OF THE AIR FORCE RANDOLPH AIR FORCE BASE SAN ANTONIO, TEXAS Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1840, AFL-CIO Charging Party	Case No. DA-CA-00630

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. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **APRIL 8, 2002**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW., Suite 415
Washington, DC 20424-0001

ELI NASH

Chief Administrative Law Judge

Dated: March 6, 2002
Washington, DC

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: March 6, 2002

TO: The Federal Labor Relations Authority

FROM: ELI NASH
CHIEF ADMINISTRATIVE LAW JUDGE

SUBJECT: DEPARTMENT OF THE AIR FORCE
RANDOLPH AIR FORCE BASE
SAN ANTONIO, TEXAS

Respondent

and Case No. DA-CA-00630

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1840, AFL-CIO

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations, 5 C.F.R. § 2423.34(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

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ

02-22

WASHINGTON, D.C.

DEPARTMENT OF THE AIR FORCE RANDOLPH AIR FORCE BASE SAN ANTONIO, TEXAS Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1840, AFL-CIO Charging Party	Case No. DA-CA-00630

Phillip G. Tidmore
For the Respondent

Robert M. Bodnar, Esq.
Stefanie Arthur, Esq.
For the General Counsel

Before: ELI NASH
Chief Administrative Law Judge

DECISION

Statement of the Case

On September 26, 2000, the Regional Director for the Dallas Region of the Federal Labor Relations Authority, pursuant to a charge filed on June 20, 2000, by the American Federation of Government Employees, Local 1840, AFL-CIO (herein called the Union) issued a Complaint and Notice of Hearing. The complaint alleged that the Department of the Air Force, Randolph Air Force Base, San Antonio, Texas (herein called Respondent) violated section 7116(a)(1) of the Federal Service Labor-Management Relations Statute (herein called the Statute) when on or about March 1, 2000, the Respondent refused to allow the Union to distribute a

newsletter to non-appropriated fund employees in non-work areas during non-work times.

A hearing in this matter was held in San Antonio, Texas, on February 1, 2001. The parties were represented and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses and file post-hearing briefs. Respondent and the General Counsel filed timely briefs.

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

Background

The Union holds exclusive recognition for three separate bargaining units. One bargaining unit consists of approximately 1,800 appropriated fund employees and the other two consist of non-appropriated fund, or NAF, employees. One of the NAF bargaining units consists of employees located on Randolph Air Force Base and the other NAF unit consists of employees who were moved from Randolph Air Force Base to an off-base location a number of years ago.[1] The NAF unit that remains at Randolph Air Force Base consists of approximately 300 employees. At the time of the events relevant to this case, the appropriated fund unit was covered by a collective bargaining agreement; the NAF unit was not.

Mr. Gilbert Berryhill served as President of the Union from 1990 to 1997. Berryhill retired from Federal service in May 1998. According to Berryhill, Local 1840 was not very active in the NAF bargaining unit prior to September 1999.[2] Berryhill attributed this lack of activity to the

---

[1] In the General Counsel's post-hearing brief, the General Counsel states that the latter unit is not involved in this case. G.C. P-H Brief at 2 n.2. This is consistent with the manner in which the parties litigated the case at the hearing. Consequently, I find that the alleged violation involves only the NAF bargaining unit that consists of employees located on Randolph Air Force Base.

[2] The Respondent, however, maintained separate labor relations officers for the NAF and appropriated fund bargaining units both before and after 1999.

following: no NAF employees served as officers or stewards,
few NAF employees were members of the Union,
and appropriated fund employees couldn’t use official

time to represent the NAF employees. In September 1999,

Berryhill was appointed NAF representative for the Union and activity in that unit began to pick up.

Practice with respect to distribution of Union material

The collective bargaining agreement that covers the appropriated fund unit provides that the Union will submit material that it seeks to post or distribute for management approval. The collective bargaining agreement further provides that any material posted or distributed "on base must be in good taste, must not violate any law nor the security of the base, and it must not be libelous, vulgar, abusive or inflammatory." Tr. 79. Witnesses for both the Respondent and the Union testified that in the past the Union routinely submitted material that it intended to distribute or post in the appropriated fund bargaining unit to the Respondent for approval in accordance with the contractual provision.

The witnesses were in dispute as to whether the Union routinely submitted material destined for distribution in the NAF bargaining unit to the Respondent for review in the past. The Respondent's witnesses uniformly asserted that the Union had done so and that by "past practice" the parties observed the same standard relating to distributions in both the appropriated fund and NAF bargaining units.[3] In testifying in this regard, the Respondent's witnesses stated that the Union submitted for review and approval material that it sought to distribute in the NAF bargaining unit as well as material that it sought to post on bulletin boards. The Respondent's witnesses testified that they dealt with Berryhill and several other Union representatives over the years in the matter of approving Union material for distribution and posting. In their testimony, however, these witnesses did not differentiate between material that was to be posted on bulletin boards and material that was to be distributed. In reviewing the testimony of these witnesses, I find that the only thing that they clearly identified as intended for

---

[3] Testifying for the Respondent were: Nancy Steiner, a former labor relations officer for the NAF bargaining unit; Rodney Morris, the present labor relations officer for the NAF bargaining unit; Mary Larralde, a former labor relations officer for the appropriated fund unit; Linda Cotner, the present labor relations officer for the appropriated fund unit; and Jesse Solano, the chief of the "Workforce Effectiveness Flight." Although labor relations officers were designated as either NAF or appropriated fund, they testified that they provided back-up to each other.

distribution, as contrasted with posting, in the NAF bargaining unit were "lunch and learn fliers."4

According to Berryhill, the only thing that he knew of that the Union sought to distribute in the NAF unit in the past were lunch and learn fliers. Tr. 18-19. Although Berryhill acknowledged that once or twice the Union may have "given [the Respondent] a flier" prior to distributing them in the NAF unit, he insisted that the Union had not sought permission for distribution or given the Respondent the fliers on a regular basis. Tr. 19.

I find that the Union had in the past distributed material in the NAF bargaining unit. I further find that although there was no agreement that it would do so, the Union, **in some instances**, submitted the material to the Respondent in a manner that the Respondent reasonably

---

4
When asked to cite examples of material that the Union had submitted for approval prior to distributing it to the NAF bargaining unit, Solano testified that a couple of years ago, a Union president submitted a letter or bulletin that he wished to "put out." Tr. 81. Solano testified that he advised the Union president that the document was inappropriate for dissemination because it stated that the Union would treat dues paying members differently from non-dues paying members in matters of representation in third-party litigation, a concept that Solano believed violated the Statute. Tr. 73-74. Solano's testimony is not clear on whether the Union sought approval specifically for distribution within the NAF bargaining unit as contrasted with the appropriated fund unit. Also, it is not clear whether the Union sought to distribute the letter, post it on bulletin boards, or both. Tr. 73-74 and 84.

construed as seeking its approval prior to distribution.[5] I find, however, that the evidence does not support a conclusion that the Union **routinely** submitted material that it sought to distribute to the employees in the NAF bargaining unit. Witness testimony asserting that this was the case was imprecise and, in particular, did not differentiate between material to be posted on bulletin boards and material to be distributed.[6] Witness testimony indicated that documentation regarding the submission of material for approval existed.[7] The Respondent did not, however, submit such documentation to support its claim that as a matter of course the Union sought approval from the Respondent prior to distributing it to employees in the NAF bargaining unit.

I find that there is no evidence of any agreement between the parties as to what standard would be applied by the Respondent in reviewing material that was to be distributed to employees in the NAF bargaining unit. I find

5
On the point of whether the Union ever sought the Respondent's approval, I credit the testimony of the Respondent's witnesses over that of Berryhill. Although the Respondent's witnesses tended not to differentiate between material that was to be posted on bulletin boards and material that was to be distributed, they consistently testified that among the material submitted for approval prior to distribution in the NAF bargaining unit were lunch and learn fliers. The fact that these fliers were generally distributed and not simply posted was corroborated by Berryhill and by David McKibbin, the Union's President at the time of the hearing in this case. Although Berryhill's testimony indicates that he perceives a distinction between "giving" a copy of the fliers to the Respondent and requesting approval or permission to distribute them, he provided no explanation as to why he gave a copy to the Respondent.

6
This is significant because although employee rights under section 7102 of the Statute encompass the distribution of union literature by employees, they do not encompass posting of material on bulletin boards by unions. *See, e.g., American Federation of Government Employees, Local 96 and U.S. Department of Veterans Affairs, Medical Center, St. Louis, Missouri*, 47 FLRA 922, 926 (1993).

7
Cotner testified that she reviewed files that contained documents in which Steiner had approved and disapproved requests relating to postings and distributions. Tr. 51-52. Morris testified that it is customary to respond to Union requests for approval in letter form. Tr. 64-65.

although the Respondent used the same standard that it applied to material intended for distribution in the appropriated fund bargaining unit, there is no evidence that it communicated this fact to the Union or that the Union acquiesced to it.

The Respondent's witnesses asserted that any disapproval was merely an opinion that the Union was free to disregard. According to the Respondent's witnesses, the Respondent would not have stopped the Union from distributing disapproved material but would have limited itself to challenging the Union's action by filing a grievance under the agency grievance procedure or an unfair labor practice charge. There is no evidence, however, that the Respondent ever communicated to the Union that it and, more importantly, its employee representatives were free to disregard the Respondent's disapproval and distribute the material anyway.

Distribution of the Winter 2000 newsletter

In approximately March 2000, the Union prepared a newsletter with the intention of distributing it to employees in both the appropriated fund and NAF bargaining units. According to McKibbin's uncontested account, he gave copies to Andy Hendricks, the Union's NAF representative, with instructions to hand them out in non-work areas during the non-work times of Hendricks and the recipient.[8] Tr. 29. McKibbin testified that although he did not seek Respondent's approval prior to distribution in the NAF unit, he did request approval prior to distribution in the appropriated fund unit.

There is no evidence as to whether Hendricks actually began handing the newsletters out to NAF employees; however, there is evidence that Berryhill began distributing copies

---

[8] McKibbin did not specifically state whether Hendricks was an employee or non-employee; however, the fact that he cautioned Hendricks to limit distribution to his non-work time indicates that Hendricks was an employee. Although there was no testimony that specifically identified who besides Hendricks and Berryhill was going to distribute the newsletter, it is clear that the Union did not intend to limit the task to non-employee Union representatives such as Berryhill.

of the newsletter in the NAF unit.[9] Shortly thereafter, Morris contacted Berryhill and informed him that distribution of the newsletter in the NAF bargaining unit was disapproved.[10] What led up to this contact is in dispute. Morris testified that Berryhill had telephoned him to request approval to distribute the newsletter; Berryhill denied that he made such a request. Although Morris' testimony was tentative with respect to the specific details surrounding the request, his recollection that the Union made the request is corroborated by a memo that he sent Berryhill dated March 16, 2000, that states, "Your request to distribute AFGE Local 1840 Newsletter 1 to NAF employees during non-duty time on Randolph AFB is not approved." G.C. Exh. 3. The memo went on to state that it was past practice to apply the standards contained in Article 9 of the appropriated fund collective bargaining agreement to distributions by the Union to NAF employees and that the newsletter violated those standards. I credit Morris, rather than Berryhill, that the Union requested approval for distribution of the newsletter in the NAF bargaining unit. The existence of a contemporaneous written record that corroborates Morris' version of events persuades me that his is the more reliable of the two accounts on whether the Union sought approval to distribute the Winter 2000 newsletter in the NAF unit.

Morris and Solano, the officials involved in the decision to disapprove distribution in the NAF bargaining unit, cited an article written by Vi Arredondo, the Union's Secretary/Treasurer, that they viewed as offensive to Hispanics as the reason for the disapproval. In particular, Solano cited a statement in the article that the only Hispanics who were being promoted were people who had lost their Hispanic identity.

The Union ceased distribution of the newsletter to employees on base; however, it mailed copies to its members.

Discussion and Conclusions

The arguments of the parties

---

[9] Berryhill testified that both he and the "AF steward" began handing the newsletter out. Tr. 14-15. Berryhill did not make clear, however, whether the "AF steward" was handing the newsletter out to NAF employees, appropriated fund employees, or both.

[10] Cotner informed McKibbin that distribution of the newsletter in the appropriated fund bargaining unit was disapproved.

The General Counsel argues that the Union had a statutory right to distribute the newsletter in non-work areas and at non-work times and that the Respondent effectively prevented the Union from exercising this right in violation of section 7116(a)(1) of the Statute. The General Counsel asserts that the content of the newsletter was not so offensive that it constituted flagrant misconduct and lost the protection of the Statute. Additionally, the General Counsel contends that the Union did not limit its statutory right to distribute the newsletter either by agreement or past practice.

The Respondent asserts that a past practice existed in which the Union submitted material that it wanted to disseminate on the base for the Respondent's approval. The Respondent maintains that any disapproval by the Respondent was merely a recommendation. The Respondent argues that in view of the non-binding nature of the disapproval that occurred in this case, it is not responsible for the Union's decision not to distribute the newsletter in the NAF bargaining unit.

Right to distribute Union literature

It is well established that the right of employees under section 7102 of the Statute to "form, join, or assist any labor organization" includes the right to distribute union literature in non-work areas during non-work times. *E.g.*, *Federal Aviation Administration, Honolulu, Hawaii*, 53 FLRA 1762, 1772 (1998) (*FAA, Honolulu*); *Internal Revenue Service, North Atlantic Service Center (Andover, Massachusetts)*, 7 FLRA 596 (1982). Section 7116(a)(1) makes it an unfair labor practice for agencies to interfere with, restrain or coerce employees in any right under the Statute. Thus, unless an agency can establish special circumstances to justify the necessity of a more restrictive rule, employees have the right to distribute union literature in non-work areas during non-work times. Cf. *NLRB v. Babcock and Wilcox Co.*, 351 U.S. 105, 113 (1956) (*Babcock and Wilcox*) (In private sector, no restriction can be placed on employees' rights to engage in self-organization among themselves, unless the employer can demonstrate that a restriction is necessary to maintain production or discipline).

A different standard applies with respect to distributions by non-employees. *Cf. id.* (distinction between rights of employees and non-employees with respect to distributions on employer property is one of substance). This flows from the fact that sections 7102 and 7116(a)(1), by their terms, confer rights on employees. In this regard,

they are analogous to section 7 and section 8(a)(1) of the National Labor Relations Act (NLRA), which confer rights only on employees and not on unions or their non-employee representatives. *See Lechmere, Inc. v. NLRB*, 502 U.S. 527, 531-32 (1992) (*Lechmere*).

The Authority has concluded, however, that under certain circumstances, employees have a right to "learn the advantages" of labor organizations from non-employee organizers on agency property, pursuant to section 7116(a)(1) and section 7102. *See Social Security Administration*, 52 FLRA 1159, 1184 (1997) (*SSA*), *remanded as to other matters sub nom.*, *National Treasury Employees*

Union v. FLRA, 139 F.3d 214 (D.C. Cir. 1998), *Decision and Order on Remand*, 55 FLRA 964 (1999). In addressing the question of rights relating to access to agency property and distribution of union literature by non-employee union representatives, the Authority has looked to the private sector, in particular *Babcock and Wilcox,* as a starting point for applying section 7116(a)(1). *See SSA*, 52 FLRA at 1183-85, *Decision and Order on Remand*, 55 FLRA at 967. In *Babcock and Wilcox*, the Court determined that an employer may deny non-employee union representatives access for the purpose of engaging in distribution of union literature as long as the union has other channels of communications available for reaching employees and the employer does not discriminate against the union by allowing other distributions. 351 U.S. at 112. To establish a right of access for non-employee organizers, the union non-employee organizers bear the burden of showing that the employer's access rules discriminate against union solicitation or that no other reasonable means of communication exist. *See Lechmere*, 502 U.S. at 535 (*quoting Babcock and Wilcox*).

Any right to distribute union literature in non-work areas and at non-work times whether by employees or non-employees is not absolute. *See, FAA, Honolulu*, 53 FLRA at 1772. For example, the content of literature may justify restriction on its distribution. *See id.* Union literature that is otherwise protected does not lose its protection merely because its content is offensive, intemperate or insulting. *See id.* Generally, such remarks do not lose protection unless the activity amounts to flagrant misconduct. *See id.* at 1772-73.

Application of the legal principles to this case

In this case, the Union sought to distribute its newsletter in non-work areas and during non-work times but the Agency disapproved the Union's request for approval to do so. The evidence presented specifically identifies only two individuals who were given newsletters to distribute, Berryhill, who was a non-employee, and Hendricks, an individual whom the evidence indicates was an employee. As I stated above, however, there is neither evidence that the Union intended to limit the task of distributing the newsletters to non-employees nor evidence that the Respondent limited its disapproval to non-employee representatives. The Respondent did not cite the identity of the distributor as a reason for disapproving the distribution, but, rather, cited only the content of the material being distributed as the reason for the disapproval. Thus, it can fairly be stated that the Respondent's disapproval encompassed distributions by

employees who under the Statute have the right to distribute union literature in non-work areas and at non-work times.[11]

The next question is whether the content of the newsletter removed its distribution from the statutory protection that it otherwise had. Although Arredondo's article was insulting to Hispanics who were successful in achieving promotion, I find that it did not constitute flagrant misconduct. Arredondo's article did not use ethnic slurs, epithets or stereotyping and was not of such an outrageous nature as to remove it from the protection of the Statute. In this regard, it is distinguishable from the types of statements that the Authority has found are not protected under the Statute. *See Veterans Administration, Washington, D.C. and Veterans Administration Medical Center, Cincinnati, Ohio*, 26 FLRA 114 (1987), *aff'd*, 878 F.2d 460 (D.C. Cir. 1989) (union president's article disparaging a manager by using racial epithets and stereotyping was not protected).

Turning to the Respondent's claim that the Union was free to disregard the disapproval and distribute the newsletter, I find that the letter disapproving the Union's request to distribute is expressed in terms of an unqualified disapproval. Moreover, there is no evidence that the fact that the disapproval was non-binding was communicated to the Union or employees by some other means. Thus, there is no basis on which to find that the Respondent communicated its disapproval in a manner that conveyed to the Union that employees nevertheless remained free to distribute the newsletter in non-work areas and non-work times. In view of the unqualified nature of the disapproval that the Respondent issued, I find that the Respondent's action reasonably would tend to deter employees from distributing the newsletter on its premises. *Cf. Federal Bureau of Prisons, Office of Internal Affairs, Washington, D.C. and Federal Bureau of Prisons, Federal Correctional Institution Englewood, Littleton, Colorado,* 53 FLRA 1500, 1508 (1998) (standard for determining whether conduct violates section 7116(a)(1) is whether, viewed objectively, it would reasonably tend to interfere with, restrain or coerce employees in the exercise of their rights).

---

[11] In view of this finding, I do not address the question of whether in the circumstances of this case statutory protection extended to distribution of the newsletter by non-employee Union representatives such as Berryhill.

Limitations on employee rights

In this case, the Respondent asserts that a past practice existed in which the Union submitted material that it wished to disseminate on base to Respondent for approval. The Respondent does not expressly argue, however, that this alleged past practice constituted a waiver of, or limitation on, any statutory right to distribute Union literature. For its part, the General Counsel argues that any contention by the Respondent that the Union modified its statutory right to distribute literature through a past practice must fail.

A Union may waive its statutory rights. *See, e.g., U.S. Department of the Treasury, Internal Revenue Service*, 56 FLRA 906, 912 (2000) (waivers of bargaining rights may be established by express agreement or bargaining history); *U.S. Department of the Navy, Naval Surface Warfare Center, Indian Head Division, Indian Head, Maryland and American Federation of Government Employees, Local 1923*, 56 FLRA 848, 850 (2000) (a waiver of a party's statutory right to file exceptions to an arbitrator's award under section 7122(a) of the Statute must be clear and unmistakable). A waiver may be established by a past practice. *See U.S. Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire*, 44 FLRA 205, 207 (1992). The Authority has not, however, definitively addressed the question of the extent to which a Union can waive **employee** rights to distribute union-related literature on agency premises. *Compare Department of Health and Human Services, Social Security Administration, Southeastern Program Service Center*, 21 FLRA 748, 752 (1986) (Authority stated that the right to distribute literature on subjects of statutorily protected interests at proper times and places is one guaranteed to employees by the Statute that bargaining representative has no authority to waive.) *with FAA, Honolulu*, 53 FLRA at 1763 n.1 (Authority noted that ALJ's statement that a union could not bargain away the employee's statutory right to distribute union literature "may be overly broad." The Authority observed that in the private sector some statutory rights of employees may be limited by way of contract; however, it found it unnecessary to determine the extent to which the union could waive the employees' right to distribute literature.).

Assuming that the Respondent intends its argument to suggest that the alleged past practice limits the statutory right to distribute Union literature, I find that the evidence fails to support the Respondent's contention that the alleged past practice existed. In order to establish the existence of a past practice, there must be a showing that the practice has been consistently exercised over a

significant period of time and followed by both parties, or followed by one party and not challenged by the other. *See, e.g., Department of Veterans Affairs, Ralph H. Johnson Medical Center, Charleston, South Carolina*, 57 FLRA 495, 500 (2001). As discussed above, the evidence does not show that in the past the Union consistently sought the Respondent's approval prior to distributing Union material in the NAF bargaining unit. Moreover, the evidence does not show that the Union acquiesced in the adoption of the standard contained in the appropriated fund collective bargaining agreement as the criteria by which approval would be determined with respect to material distributed in the NAF unit.

Based on the record, the undersigned concludes that by its action in disapproving the Union's request to distribute its Winter 2000 newsletter on base, the Respondent interfered with the right of employees to distribute Union literature in non-work areas at non-work times. Accordingly, I conclude that Respondent violated section 7116(a)(1) of the Statute.

It is therefore recommended that the Authority adopt the following order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, it is hereby ordered that the Department of the Air Force, Randolph Air Force Base, San Antonio, Texas, shall:

1. Cease and desist from:

(a) Interfering with employees' protected rights under the Statute to distribute union literature in non-work areas during non-work times by disapproving the distribution of the American Federation of Government Employees, Local 1840's Winter 2000 (Issue 1) newsletter to non-appropriated fund (NAF) employees.

(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) Permit employees to distribute copies of the Winter 2000 (Issue 1) newsletter to NAF employees.

(b) Post at its facilities at Department of the Air Force, Randolph Air Force Base, San Antonio, Texas, where non-appropriated fund bargaining-unit employees 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 the Commander, Randolph Air Force Base, 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 ensure that such Notices are not altered, defaced, or covered by any other material.

(c) Pursuant to section 2423.41(e) of the Authority's Rules and Regulations, notify the Regional Director, San Francisco Regional Office, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, March 6, 2002.

_____
ELI NASH
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 Air Force, Randolph Air Force Base, San Antonio, Texas, violated the Federal Service Labor-Management Relations Statute (the Statute), and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT interfere with employees' protected rights under the Statute to distribute union literature in non-work areas during non-work times by disapproving the distribution of the American Federation of Government Employees, Local 1840's Winter 2000 (Issue 1) newsletter to non-appropriated fund (NAF) employees.

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

WE WILL permit employees to distribute copies of the Winter 2000 (Issue 1) newsletter to NAF employees.

_____
(Respondent/Activity)

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, San Francisco Regional Office, Federal Labor Relations Authority, whose address is:

901 Market Street, Suite 220, San Francisco, California 94103, and whose telephone number is: (415) 356-5000.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by ELI NASH, Chief Administrative Law Judge, in Case No. DA-CA-00630, were sent to the following parties:

_____

CERTIFIED MAIL AND RETURN RECEIPT **CERTIFIED NOS:**

Stefanie Arthur, Esq. 7000 1670 0000 1175 0450
Robert M. Bodnar, Esq.
Federal Labor Relations Authority
901 Market Street, Suite 220
San Francisco, CA 94103-1791

Phillip G. Tidmore 7000 1670 0000 1175 0467
Central Labor Law Office
Department of the Air Force
Air Force Legal Services Agency
1501 Wilson Boulevard, Seventh Floor
Arlington, Virginia 22209-2403

Regular Mail

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

Dated: March 6, 2002
Washington, DC