UNITED STATES OF AMERICA
**FEDERAL LABOR RELATIONS AUTHORITY**
Office of Administrative Law Judges
WASHINGTON, D.C. 20424-000

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| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT<br><br>Respondent | |
| and<br><br>AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3701<br><br>Charging Party | Case No. CH-CA-90527 |

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 **OCTOBER 2, 2000**, and addressed to:

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

GARVIN LEE OLIVER
Administrative Law Judge

Dated: August 30, 2000
Washington, DC

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

MEMORANDUM DATE: August 30, 2000

TO: The Federal Labor Relations Authority

FROM: GARVIN LEE OLIVER
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT

Respondent

and Case No. CH-CA-90527

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3701

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
WASHINGTON, D.C.

OALJ 00-52

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| U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT<br><br>Respondent | |
| and<br><br>AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3701<br><br>Charging Party | Case No. CH-CA-90527 |

Ofelia C. Franco
Counsel for the Respondent

Jimmy Davis
Representative of the Charging Party

Susan L. Kane
Greg A. Weddle
Counsel for the General Counsel, FLRA

Before: GARVIN LEE OLIVER
Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint alleges that the U.S. Department of Housing and Urban Development (HUD or the Respondent) violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. § 7116(a)(1) and (5), by assigning four bargaining unit employees to receptionist duties on a rotating basis before completing negotiations with the Charging Party (AFGE Local 3701 or the Union). More specifically, the complaint alleges that Respondent improperly declared a Union proposal nonnegotiable and implemented the change in conditions of employment while such negotiable proposal was still pending.

Respondent's answer, as amended, admitted that it had declared a Union proposal nonnegotiable and that it had implemented a change in the assignment of receptionist duties on a rotating basis, but denied that the Union

proposal was negotiable or that its implementation of the change violated the duty to bargain in good faith under the Statute as alleged in the complaint.

For the reasons explained below, I conclude that the Respondent did not violate the Statute as alleged.

A hearing was held in Cleveland, Ohio. The parties were represented and afforded full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. The Respondent and the General Counsel filed helpful 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

### A. The Parties' Relationship

AFGE is the certified exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining at the Respondent, which includes the employees of the HUD Cleveland Area Office in Cleveland, Ohio (HUD Cleveland). AFGE Local 3701 is the agent of AFGE for the purposes of representing the bargaining unit employees at HUD Cleveland.

HUD and AFGE are parties to a Master Labor Agreement that provides for both national and local mid-term negotiations. As applicable here, Article 5 ("Mid-Term Bargaining") provides ground rules in Section 5.03 under which local management must notify the local Union of proposed changes in conditions of employment and bargain over timely-submitted Union proposals related to the proposed change. Under Section 5.03(4), "[t]he product of local mid-term bargaining shall be a local Supplement to this [Master] Agreement which shall become effective when signed by the parties at the local level." In Section 5.03 (11), the chief negotiators for the parties are to initial each item tentatively agreed upon, but either party may reconsider or revise such item(s) "until final agreement is reached on all items." Additionally, in Section 5.06(2) on "Bargaining Impasses," it is provided that "[i]f there are negotiability disputes, all agreed-upon terms shall be implemented upon agreement on all but the disputed items."

B. Assignment of Receptionist Duties at HUD Cleveland

Sometime prior to April 1996, the full-time Information Receptionist position at HUD Cleveland was discontinued when the incumbent, Aretha Young, was promoted to a higher-graded (GS-05) position. On April 15, 1996, Douglas Shelby, who was at that time HUD Cleveland's Area Coordinator, and Daniel Perhay, AFGE Local 3701's President, entered into an agreement to have the receptionist's duties (primarily answering the phones and greeting visitors) rotated among employees at or below the GS-07 level in a fair and equitable manner. According to Mr. Shelby, who became the Senior Community Builder/Coordinator in a 1998 HUD reorganization, with responsibility for running the overall operation of the HUD Cleveland Office, the rotation of the receptionist duties never worked well because the affected employees did not want to perform those duties, were rude to visitors, and frequently were late in covering the reception desk.

The problem was solved temporarily when an employee named Anne Dunne, whose work area in the "single family" unit was adjacent to the reception desk, volunteered in November 1997 to perform both the receptionist's duties and her regularly assigned duties. Respondent and the Union amended their April 1996 agreement on November 17, 1997, to specify that the terms thereof would become operative again upon termination of Ms. Dunne's voluntary assignment to the information receptionist position. Ms. Dunne served as the receptionist until her retirement in March 1999.[1]

C. Parties Bargain over Respondent's New Rotation Plan

In light of Ms. Dunne's retirement, Perhay sent an e-mail message to Shelby on April 27, 1999,[2] stating that the Union demanded to negotiate over any change in the manner that the position of information receptionist is staffed, and asking for notice of any such proposed change in accordance with the parties' agreement. On April 29, Patricia Hartwig, HUD Cleveland's Administrative Officer, e-mailed Perhay a copy of the draft notice that the Respondent intended to send to four specific unit employees

[1] Shelby testified that he thought Dunne had retired in May or June 1998, whereas Perhay testified that she retired in March 1999, although neither witness was certain. Absent any independent evidence, I credit Perhay's recollection, since it fits the chronology of subsequent events.

[2] Unless otherwise indicated, all of the events described in this decision occurred in 1999.

informing them that they would be responsible for covering the receptionist desk on a rotating basis once the Office of Field Policy assumed those duties on a full-time basis.[3] Hartwig's cover memo to Perhay stated that the Union was being notified of "this change" pursuant to Article 5, Section 5.03 of the parties' agreement.[4] Perhay's e-mail response dated May 6 attached the Union's 17 bargaining proposals concerning the Respondent's announced change in the way that the receptionist's duties would be handled in the future. By e-mail dated May 19, Hartwig sent Perhay the Respondent's counter-proposals and suggested that Perhay call her to set up a meeting to discuss them. In its counter-proposals, Respondent agreed to 10 of the Union's proposals as written, changed the language of five others, and declared two (Union proposals 2 and 6) nonnegotiable.

The parties met to negotiate on May 20 and 21. The Union was represented by its Vice-President, Melvin Silver, and two (Hospodka and Hensel) of the four employees directly affected by management's proposed rotation plan. Hartwig represented the Respondent at the bargaining sessions, with Mark Zaltman participating via speaker phone from HUD's Regional Office in Chicago. Although the parties discussed and agreed upon many of the Union's proposals, Silver made it clear that proposal 2 was the key provision. That proposal provided that: "All HUD employees assigned to the Cleveland HUD Office shall staff the position of receptionist on a fair and equitable basis." The Respondent's representatives, primarily Zaltman, explained why management thought the proposal excessively interfered with management's right to assign work and thus was nonnegotiable. Zaltman noted that the Union's proposal would require all the attorneys and other high-graded professionals (GS-13 through GS-15) located at HUD Cleveland to rotate into and perform the receptionist's duties. When

[3] The four employees were Joan Hospodka, Jackie Hensel, Gwen Hampton, and Aretha Young. Ms. Young once had served as the information receptionist under Shelby's supervision. The other three employees were assigned to Shelby's supervision as part of the 1998 HUD reorganization.

[4] There is no dispute that the rotation proposed by the Respondent was a change from the previous plan agreed upon by the parties in 1996 and 1997, before Ms. Dunne volunteered to be the receptionist. While the record does not so indicate, I surmise that among the 120 employees at HUD Cleveland, there are more than the four named employees who are at or below the GS-07 grade level who would be subject to rotation into the receptionist's duties under the parties' prior agreement.

Hensel commented that she had not been hired as a receptionist, Zaltman responded that, as a result of the 1998 HUD reorganization, many employees were now performing new functions.[5] Although other options were explored by the parties, no agreement was reached. When the parties met again the following day and Respondent continued to assert that Union proposal 2 was nonnegotiable, Silver told the Respondent's representatives that the Union would file a negotiability appeal with the Authority[6] and bargaining over the rotation of receptionist duties ended. Thereafter, the Union neither submitted a revised version of proposal 2 to the Respondent nor sought to discuss the exclusion of any HUD Cleveland employees from the scope of that provision.[7]

On May 26, Perhay received a three-page document entitled "Local Bargaining Supplement to the National Agreement" which contained the unaltered language of all 15 Union proposals as originally submitted, but omitted any reference to proposals 2 and 6 previously declared nonnegotiable. The supplement was signed by Shelby and Hartwig and dated May 25, and contained signature lines for the Union's representatives. There was no accompanying

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[5] As Zaltman and Shelby testified without contradiction, the HUD reorganization eliminated a number of staff positions, but HUD Secretary Andrew Cuomo decided that no employee would be terminated through a reduction-in-force. Instead, those employees were reassigned. Hospodka, Hensel and Hampton were three such employees assigned to Shelby, and they were given clerical responsibilities which did not fill their entire work days. Accordingly, when Shelby was deciding how to cover the receptionist's desk after Dunne retired, he decided to rotate the employees whose work schedules could most readily allow for additional responsibilities.

[6] The Union's negotiability appeal, Case No. O-NG-2494, was dismissed due to a procedural deficiency on July 19, without prejudice to the Union's right to re-file the appeal.

[7] Perhay testified that when proposal 2 referred to "all employees," it was understood to mean all bargaining unit employees only. However, Perhay was not present during the negotiations and none of the negotiators testified concerning any discussion of such a limitation on the scope of the Union proposal. In any event, there is no dispute that attorneys and other professionals at HUD Cleveland in GS-13 through 15 positions are unit employees and would be subject to rotation even under the Union's uncommunicated interpretation of its proposal.

explanatory memo from the Respondent.[8] The Union never signed the supplement.[9] Nevertheless, Respondent implemented its plan to rotate the receptionist duties among the four designated employees effective June 1 without further notice to the Union. When Perhay discovered that the rotation plan had been implemented, he filed an unfair labor practice charge which led to the instant complaint.[10]

## Discussion and Conclusions

### A. The Applicable Law

Before implementing a change in conditions of employment affecting bargaining unit employees, an agency is required to provide the exclusive representative with notice of, and an opportunity to bargain over, those aspects of the change that are within the duty to bargain. *See Federal Bureau of Prisons, Federal Correctional Institution, Bastrop, Texas,* 55 FLRA 848, 852 (1999)(*FCI, Bastrop*); *U.S. Army Corps of Engineers, Memphis District, Memphis, Tennessee,* 53 FLRA 79, 81 (1997). Absent a waiver of bargaining rights, the mutual obligation to bargain must be satisfied before changes in conditions of employment are implemented. *Id.; National Weather Service Employees Organization and U.S. Department of Commerce, National Oceanic and Atmospheric*

[8] Zaltman testified that he advised Hartwig to prepare the supplement and submit it to the Union in exactly such format in order to eliminate any dispute except with respect to the two proposals which the Respondent had declared nonnegotiable. It was his intention thereby to permit the Respondent freedom under Section 5.06(2) of the parties' agreement to implement the plan to rotate the receptionist duties immediately, while the negotiability issues were awaiting a determination by the Authority. Zaltman further advised Hartwig to prepare a cover memo explaining this to the Union. Hartwig testified that she could not remember sending such a memo, and I conclude that she simply forgot to do so.

[9] Perhay previously had notified the Respondent in January that the Union would not be bound by any local supplements unless they were in writing, executed by the parties, and approved in writing by the Union President.

[10] According to the General Counsel's post-hearing brief, the Respondent's refusal to bargain over Union proposal 6 is not encompassed by the complaint, and therefore proposal 6 will not be addressed herein.

*Administration, National Weather Service*, 37 FLRA 392, 395 (1990).

The nature of the change in conditions of employment that management proposes to make dictates the extent of its duty to bargain. If the change is substantively negotiable, a union may bargain over the actual decision whether the change should be made. *See, e.g., Department of the Navy, Puget Sound Naval Shipyard, Bremerton, Washington*, 35 FLRA 153, 155 (1990). If the decision to change a condition of employment constitutes the exercise of a management right under section 7106 of the Statute, the substance of the decision to make the change is not negotiable, but the agency is nonetheless obligated to bargain over the impact and implementation of that decision if the resulting change will have more than a *de minimis* effect on conditions of employment. *See Department of Health and Human Services, Social Security Administration*, 24 FLRA 403, 407-08 (1986). In such circumstances, an agency which fails to provide adequate prior notice of the change to the affected employees' exclusive representative or rejects the union's timely request for negotiations pursuant to section 7106(b)(2) and (3) of the Statute will be found to have violated section 7116(a)(1) and (5) of the Statute. *See FCI, Bastrop*, 55 FLRA at 852, and cases cited.

Additionally, where an exclusive representative submits bargaining proposals and the agency refuses to bargain over them based on the assertion that they are not negotiable, the agency acts at its peril if it then implements the proposed change in conditions of employment since a later holding that the proposals were negotiable will result in a finding that the agency's implementation without bargaining over such negotiable proposals violated section 7116(a)(1) and (5) of the Statute. *Id.; see also U.S. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland,* 39 FLRA 258, 262-63 (1991).

B. The Respondent's Change In Conditions Of Employment Was More Than *De Minimis*

There is no dispute that the Respondent's decision to rotate the receptionist's duties at HUD Cleveland among four named employees following the retirement of Anne Dunne, rather than revert to the parties' prior agreement that such duties would be rotated among all HUD Cleveland employees at or below the GS-07 level on a fair and equitable basis, constituted a change in conditions of employment. However, the Respondent contends that it had no duty to bargain over the reassignment of receptionist duties because the effect

of the change on unit employees was *de minimis*. I disagree, for the reasons set forth below.

The four employees who were ordered to share receptionist duties as of June 1, experienced significant changes in their work schedules. They are now required to work two or three shifts of four hours and twenty minutes each per week at the receptionist desk, which accounts for 30% of their time. They may not work a flexible schedule on the days when they are required to cover the receptionist desk, but must arrive at work by 8:00 a.m. if they have the morning shift and stay at work until 4:40 p.m. if they have afternoon coverage. An employee who arrives at work after 8:00 a.m. when scheduled for a morning shift at the receptionist desk must take leave starting at 8:00 a.m., even though her arrival fell within the core hours specified in the parties' agreement.[11] In addition, the four designated employees faced the possibility of discipline if they regularly failed to cover the reception desk in a timely manner.[12] Under these circumstances, I conclude that the change in how receptionist duties were to be rotated led directly to a more than *de minimis* effect on unit employees' conditions of employment.

C. Respondent Fulfilled Its Statutory Duty To Bargain

1. The change involved an exercise of reserved rights

The right to assign work under section 7106(a)(2)(B) of the Statute includes the right to determine the particular duties and work that will be assigned and the particular employees or positions to which the duties and work will be

[11] Even more significantly, an employee such as Gwen Hampton who was assigned to receptionist duties lost the opportunity for a compressed work schedule of four 10-hour days. She therefore had to discontinue college courses on the Fridays that she otherwise would have been off work. Her commuting costs increased as well.

[12] Although there is no record evidence that any employee had been disciplined for failing to arrive at work or return from break on time to cover a scheduled shift as the receptionist, I find that the Respondent created the impression that late coverages or unexcused absences could have that consequence. Thus, Shelby left a note reminding Gwen Hampton of the need to arrive at work on time to avoid having other employees cover the reception desk for her, and testified to considerable frustration over the experience of employees taking leave on the mornings that they were scheduled for receptionist duties.

assigned. *See American Federation of Government Employees, Local 3509 and U.S. Department of Health and Human Services, Social Security Administration, Greenwood, South Carolina District*, 46 FLRA 1590, 1598 (1993). Respondent's decision to rotate the receptionist's duties among four specific unit employees therefore constituted the exercise of a reserved management right. *Id; American Federation of Government Employees, AFL-CIO, Local 1501 and Department of Health and Human Services, Social Security Administration, Baltimore, Maryland*, 24 FLRA 470, 473 (1986)(*SSA*).

2. Respondent notified the Union and bargained over the impact and implementation of its decision

Recognizing its obligation under section 7106(b)(2) and (3) of the Statute, the Respondent on April 29 notified the Union about the new plan for rotating the receptionist's duties and bargained early in May over the Union's 17 proposals submitted in response to such notice. Ultimately, Respondent accepted 15 of the Union's proposals without change, declaring two to be nonnegotiable. One of the latter two (proposal 6) is not at issue in this case. As to the other, specifically proposal 2, the Union was advised from the start of bargaining that the attempt to include all employees at HUD Cleveland into the rotation of receptionist duties was inconsistent with management's right to assign work and thus not within the duty to bargain, but the Union never submitted a modified proposal before management implemented the new rotation plan on June 1. Silver, the Union's chief negotiator, testified paradoxically that the Union never modified proposal 2 *because* Respondent had declared nonnegotiable the Union's proposal as submitted. Silver also testified that he notified the Respondent of the Union's intention to file a negotiability appeal with the Authority unless management offered a counter-proposal to proposal 2,[13] an action which the Union subsequently took. Under these circumstances, I conclude that even though the Respondent implemented the rotation of receptionist duties on June 1 without specifically notifying the Union in advance of the exact date when the rotation would begin, the Respondent fulfilled its obligation to bargain under the

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13 Once again, the Union's expectation defies logic. Having declared Union proposal 2 nonnegotiable, the Respondent could not be required to submit a counter-proposal. Otherwise, the Respondent in effect would be bargaining with itself over the announced plan to rotate receptionist duties among four (and only four) unit employees. It was incumbent upon the Union, not the Respondent, to narrow the scope of proposal 2.

Statute unless, as discussed below, proposal 2 is found to be negotiable.[14]

3. Union proposal 2 is not an "appropriate arrangement"

In cases where a party's defense to an unfair labor practice complaint rests on its contention that a particular proposal is nonnegotiable, resolution of the negotiability dispute is necessary to determine whether an unfair labor practice has been committed. *See, e.g., U.S. Department of Health and Human Services, Social Security Administration, Baltimore, Maryland, et al.*, 36 FLRA 655, 669 (1990). In this case, it must be determined whether Union proposal 2, even though it constitutes a direct interference with the exercise of Respondent's right to assign work (see cases cited at C. 1. above), is an "appropriate arrangement" within the meaning of section 7106(a)(3) of the Statute. For the reasons set forth below, I conclude that it is not.

Applying the Authority's established analytical framework as described in *National Association of Government Employees, Local R14-87 and Kansas Army National Guard*, 21 FLRA 24, 31-33 (1986), I conclude, first, that Union proposal 2, even though it directly interferes with management's choice of who is to perform receptionist duties, nevertheless was intended as an "arrangement" for employees adversely affected by Respondent's exercise of its right to assign work. As discussed above, management's decision to rotate the receptionist duties among four specified unit employees had a more than *de minimis* adverse effect upon them, and the Union's proposal to rotate the work in question among all (approximately 120) employees at HUD Cleveland clearly was intended to spread the unwanted duties among as many employees as possible for the least amount of time, thus reducing the adverse impact on any one individual.

However, I further conclude that Union proposal 2 is not "appropriate" because it would excessively interfere with the Respondent's right to assign work. That is, it would preclude management from assigning the clerical

[14] That is, Respondent informed the Union, from the outset, of its intention to implement the new rotation plan as soon as it took over full-time responsibility for the receptionist function, and agreed to all but the one Union proposal it declared nonnegotiable. In the absence of a revised proposal from the Union sometime during the entire month of May, the Respondent was free to implement when it did, unless proposal 2 is negotiable.

receptionist duties to the four lower-graded employees who are not fully utilized due to the elimination of their previous positions and therefore have the time to perform those duties. Instead, it would compel the Respondent to assign those duties to professional employees as highly-graded as GS-15 even though management has concluded that they should continue performing their regular duties on a full-time basis. In short, it would eliminate Respondent's discretion to determine the particular employees to whom the duties will be assigned, and would substitute the Union's judgments for those of management regarding the appropriateness of work assignments without regard for valid work-related considerations. *See SSA,* 24 FLRA at 474. Furthermore, the rotation of so many employees into the receptionist's duties clearly would create administrative difficulties for the Respondent that could threaten the effectiveness and efficiency of its operations.

Accordingly, I find and conclude that the Respondent did not violate section 7116(a)(1) and (5) of the Statute, as alleged, by refusing to bargain over Union proposal 2 before implementing its new plan to rotate receptionist duties among four unit employees as of June 1, 1999, because that proposal is not an appropriate arrangement within the meaning of section 7106(b)(3) of the Statute.[15]

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In so concluding, I find it unnecessary to reach and do not rely upon the Respondent's additional contention that it had no duty to bargain by virtue of Article 5, Section 5.06(2) of the parties' agreement. However, if I were to decide that question, I would reject the Respondent's contractual defense. *See Internal Revenue Service, Washington, D.C.*, 47 FLRA 1091, 1103 (1993). Thus, Section 5.03(4) of Article 5 provides that any local supplement (which the parties here were negotiating) "shall become effective when signed by the parties at the local level," and the draft agreement prepared by Hartwig was never signed by the Union negotiators. As I interpret Section 5.06(2) (in the absence of any contrary bargaining history submitted by the Respondent in support of its affirmative defense), it authorizes, "upon agreement," implementation of terms on which the parties have reached accord, even though negotiability disputes exist as to other items. In other words, Section 5.06(2) contemplates that the parties have executed and signed an "agreement" to implement those items agreed upon thus far while negotiability disputes with respect to other items are resolved elsewhere. Since there was no such mutual "agreement" on a partial implementation here, I would have concluded that Section 5.06(2) is inapplicable.

Having found that the Respondent, U.S. Department of Housing and Urban Development, did not violate the Statute as alleged, it is recommended that the Authority adopt the following:

ORDER

The complaint in Case No. CH-CA-90527 is dismissed.

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GARVIN LEE OLIVER
Administrative Law Judge

Issued: August 30, 2000
Washington, DC

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by GARVIN LEE OLIVER, Administrative Law Judge, in Case No. CH-CA-90527, were sent to the following parties in the manner indicated:

| **CERTIFIED MAIL & RETURN RECEIPT NUMBER** | **CERTIFIED** |
|---|---|
| Susan L. Kane<br>Greg A. Weddle<br>Federal Labor Relations Authority<br>55 West Monroe Street, Suite 1150<br>Chicago, IL 60603-9729 | P 726 680 982 |
| Ofelia C. Franco, Attorney<br>U.S. Department of Housing and Urban Development<br>Office of the General Counsel<br>77 West Jackson Boulevard, Room 2622<br>Chicago, IL 60604-3507 | P 726 680 983 |
| Jimmy Davis<br>Representative of the Charging Party<br>American Federation of Government Employees, Local 3701<br>77 West Jackson Boulevard<br>Chicago, IL 60604-3507 | P 726 680 984 |

Dated: August 30, 2000
Washington, DC