UNITED STATES OF AMERICA

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MEMORANDUM DATE: April 6, 1998

TO: The Federal Labor Relations Authority

FROM: Samuel A. Chaitovitz
Chief Administrative Law Judge

SUBJECT: PUERTO RICO NATIONAL GUARD
PUERTO RICO AIR NATIONAL GUARD
SAN JUAN, PUERTO RICO

Respondent

and Case No. AT-CA-70505

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 3936

Charging Party

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

Enclosures

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

PUERTO RICO NATIONAL GUARD PUERTO RICO AIR NATIONAL GUARD SAN JUAN, PUERTO RICO Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3936 Charging Party	Case No. AT-CA-70505

NOTICE OF TRANSMITTAL OF DECISION

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

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

Any such exceptions must be filed on or before **MAY 6, 1998**, and addressed to:

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

SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

Dated: April 6, 1998
Washington, DC

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

PUERTO RICO NATIONAL GUARD PUERTO RICO AIR NATIONAL GUARD SAN JUAN, PUERTO RICO Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 3936 Charging Party	Case No. AT-CA-70505

Richard Jones, Esquire
For the General Counsel

David Carrion Baralt, Esquire
For the Respondent

Pedro Romero
For the Charging Party

Before: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the United State Code, 5 U.S.C. § 7101, *et seq.* (the Statute).

Based upon an unfair labor practice charge filed by the Charging Party, the American Federation of Government Employees, Local 3936 (AFGE Local 3936/Union), a Complaint and Notice of Hearing was issued on behalf of the General Counsel (GC) of the Federal Labor Relations Authority (FLRA/ Authority) by the Regional Director of the Atlanta Regional Office of the FLRA. The complaint alleges that the Puerto Rico National Guard (PRNG/Respondent), Puerto Rico Air National Guard (PRANG), violated section 7116(a)(1) and (5) of the Statute by repudiating a memorandum of understanding (MOU) which provided for a compressed work schedule (CWS) for bargaining unit employees assigned to Muñiz Air National Guard Base. Respondent filed an answer, which was amended at the hearing, denying it had violated the Statute.

A hearing was held in Hato Rey, Puerto Rico, at which time all parties were afforded a full opportunity to be represented, to be heard, to examine and cross-examine witnesses, to introduce evidence and to argue orally. PRNG and the GC of the FLRA filed post-hearing briefs, which have been fully considered.

Based upon the entire record, including my observation of the witnesses, I make the following findings of fact, conclusions, and recommendations.

Findings of Fact

A. Background

AFGE Local 3936 is the certified exclusive collective bargaining representative for a unit of employees of PRANG. The bargaining unit includes the maintenance personnel at Muñiz Air Force Base.

Although other National Guard facilities have had Alternative Work Schedules (AWS) for many years, there has never been such a schedule at Muñiz Air Force Base. For a number of years AFGE Local 3936 has been attempting to get the PRNG to agree to some form of AWS. In 1989, AFGE Local 3936 surveyed employees and managers and discovered near unanimous support for the AWS concept. On October 8, 1991, AFGE Local 3936 and the PRNG entered into a "Side Bar Agreement Regarding Compressed Time," where the parties essentially agreed to postpone negotiations until completion of conversion to a new type of aircraft:

> The parties understand that due to the conversion of equipment it would be disadvantageous to enter into a Compressed Time Schedule at this time.

> The parties agree to reconvene to negotiate on Compressed Time Schedule upon completion of conversion.
>
> This conversion is expected to be completed within the next three years.

AFGE Local 3936 agreed to delay negotiations because its leadership at that time was "a little bit insecure about the new equipment."[1]

B. AFGE Local 3936 Requests to Negotiate for a CWS

About a year and a half later, then-Union President Luis Marquez requested to begin negotiations as contemplated by the Side Bar Agreement. PRNG's then-Chief Negotiator, Vicente L. Linera, replied by stating that the conversion referenced in the Side Bar Agreement was not completed, but that bargaining would resume as soon as the conversion was completed. Linera stated, "I consider the Side Bar Agreement valid and will reconvene as soon as the conversion is considered completed."

As set forth in Respondent's Drill Bulletin 93-7, dated July 9, 1993, the "official conversion period" ended June 30, 1993. Respondent, however, refused to negotiate. Respondent put this refusal in writing, when the Adjutant General, Emilio Diaz-Colon, declared, in part:

> 1. In paragraph 1-1a of NGB TPR 990-2, Book 610, subchapter 1; the Chief, National Guard Bureau delegates the authority, under 32 USC 709, to establish work schedules of less than five (5) or more than six (6) workdays to the Adjutant General.
>
> 2. In accordance with 32 USC 709(9)(2) and the authority delegated, I have decided not to exercise the authority to implement a compressed or alternate work schedule at the Puerto Rico Army and Air National Guard.
>
> 3. My decision has no impact in our collective labor agreement negotiations,

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[1] The new "equipment" refers to a different type of aircraft. Prior to that time, the maintenance employees worked on A-7Ds, but switched during the 1991 time period to F-16s.

> since compressed or alternate work schedule will not be implemented in our organization.

AFGE Local 3936 then filed an unfair labor practice charge, alleging that the Adjutant General's announcement (that there would be no CWS or AWS) repudiated the 1991 Side Bar Agreement to negotiate such a schedule. Respondent settled that case, agreeing to post a Notice which provided, in part:

> WE WILL NOTIFY Pedro Romero, President, AFGE, Local 3936, not later than November 30, 1994, to commence negotiations on the compressed work schedule.
>
> WE WILL COMMENCE negotiations not later than December 12, 1994, or notify Pedro Romero and mutually agree to a date and time.
>
> WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce our employees in the exercise of their rights protected by the Federal Service Labor-Management Relations Statute.
>
> WE WILL ABIDE by the Side Bar Agreement Regarding Compressed Time, dated October 8, 1991.

C. AFGE Local 3936 Again Requests to Negotiate a CWS

Shortly thereafter AFGE Local 3936 President Pedro Romero[2] submitted, pursuant to a mediation meeting, substantive proposals for the CWS. Respondent refused to negotiate. Rather, Respondent responded by stating that the Union's proposal would have an adverse impact on the agency; was not practical; was detrimental to the normal operations; and would directly affect the agency's mission. Thus, Respondent proposed to simply keep the hours of work "as it is at present." Respondent did not elaborate further or give any specifics as to how or why a CWS would be harmful. Instead, according to Union President Romero's uncontradicted testimony, Respondent simply told the Union that "the general didn't like it."

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[2] It must be noted that there are two persons named Pedro Romero in this case. One is the AFGE Local 3936 President and the other is the AFGE National Representative.

AFGE Local 3936 filed another unfair labor practice charge. The parties again entered into a settlement agreement on March 6, 1996, to resolve that charge. There, they agreed to seek the services of a mediator not later than March 31, 1996, and "[s]hould the efforts of the mediator be unsuccessful, either the Agency, the Union, or both may seek the services of the Federal Services Impasses Panel (FSIP)."

D. The MOU

Thereafter, the parties exchanged proposals, leading up to a meeting on October 31, 1996, with the assistance of a Federal mediator. The parties then reached an agreement. The MOU provided as follows:

> AFGE Local 3936 and the Puerto Rico National Guard (also referred to as the Parties) agree to the following 4 day, 10 hours schedule for the Muñiz ANGB.
>
> 1. Management will prepare a schedule so that employees will have Mondays or Fridays off, working 10 hours for 4 days per week (two shifts/day), subject to change based on mission requirements.
>
> 2. This will be in effect from the end of March, 1997 thru September 1997.
>
> 3. An evaluation of this project will be made by the parties at the end of the six month period. Final determination will be made by TAG-PR.
>
> 4. Management will distribute to all sections monthly reports of flying activities and any other information related to this project.
>
> 5. Lunch periods will be extended to 45 minutes in lieu of an additional 15 minutes break period as stated in article XI of the Negotiated Agreement.
>
> 6. In the work areas where the number of employees do not allow to implement a 4 x 10 schedule, a regular 5 x 8 will continue to be in effect. The Base Air Commander will determine which areas will be affected.

7. The parties will keep in constant communication in order to fine tune the process as it evolves.

8. This agreement is effective upon the signature of the parties.

9. The Adjutant General of Puerto Rico retains the rights to terminate this conditions [sic] at any given time when in his judgement the same has become an obstacle for the accomplishment of the military mission.

10. The trial period will be evaluated and the effectiveness of this new working

conditions will be determined based on the following indicators:

a. Average sorties/hours per month. Baseline will be established using a one year period.

b. Absenteeism-annual and sick leave utilization. Baseline will be the leave used during the last year.

c. Utilities expenses-electricity/ water. Baseline will be the bills during the last year.

d. Morale-A survey will be conducted prior to the implementation and at the end of the six month period.

e. Overtime/compensatory/night differential time used. Baseline will be the overtime, compensatory and night differential used during the last year.

f. Accidents/injuries/incidents- Baseline will be the accident, injuries, incidents during the last year.

The MOU sets forth no reason for delaying the implementation five months from October 1996 to March 31, 1997. However, according to the uncontradicted testimony of both Union negotiators, AFGE National Representative Pedro

Romero and AFGE Local 3936 President Pedro Romero, the Union agreed to delay negotiations until completion of an organizational readiness inspection (ORI) scheduled for March 1997. There was absolutely no discussion or consensus between the parties that passing the inspection was a contingency for implementation or that keeping the same airplanes was a contingency.3

The MOU attempted to accommodate all of Respondent's concerns. In addition to the five-month delay discussed above, the MOU provided that the CWS would be a six month experimental program to be evaluated and analyzed at the end of the period by comparing various factors to data based on the previous one-year period. Moreover the MOU provided that the Adjutant General of the PRNG had the right to terminate the experiment simply based on his own judgment that it had "become an obstacle for the accomplishment of the military mission."4

E. The MOU Is Not Implemented

The ORI was conducted in March 1997, and PRANG failed the inspection.

On March 31, 1997, and thereafter, Respondent did not implement the agreement. When Chief Negotiator AFGE National Representative Romero inquired about the matter, he was told that the general "just didn't like it." No other reason was given, nor did Respondent present any testimony at the hearing to suggest that the Union was given any other reason for refusing to implement the MOU.

3 Although Respondent's witness, Lt. Col. Angel Siberon, voiced his opinion at the hearing that it would not be proper to implement the MOU "right now" because of various future uncertainties in the workplace, he was not involved in the negotiation of the MOU or privy to any of the discussions or conversations leading up to the agreement. Respondent produced none of its negotiators to testify or contradict the testimony of the Union negotiators that no side agreements modifying or changing the MOU were reached.

4 The parties negotiated their own procedures in the event Respondent wished to terminate the compressed work schedule apparently because the normal statutory termination provisions would not be enforceable. Section 709(g)(2) of the National Guard Technicians Act of 1968, 32 U.S.C. § 709, appears to exempt the National Guard Bureau from the requirements of the Flexible and Compressed Work Schedules Act of 1982.

Respondent never gave the Union any reasons for its refusal to implement the agreement other than that general did not like it.5

As of the date of the hearing, well after the originally scheduled September 1997 expiration of the experimental compressed work schedule in the MOU, there still had been no change in equipment, nor does anyone know when the contemplated change in aircraft (to C-130s) will occur. Rather, PRNG's only witness testified simply that nothing can be done until Respondent finds out when the training for the new aircraft will begin. PRANG officially learned it flunked the inspection in April 1997, after the CWS should have already been implemented, although it had already learned it had failed the first phase of the ORI.

Discussion and Conclusions of Law

A. The Statute

Section 7116(a)(1) and (5) of the Statute provides:

> (a) For the purpose of this chapter it shall be an unfair labor practice for an agency--
>
> (1) to interfere with, restrain, or coerce any employee in the exercise of any right under this chapter;
>
> * * * *
>
> (5) to refuse to consult or negotiate in good faith with a labor organization as required by this chapter[.]

B. MOU Is A Binding Agreement

The Authority has held that, as a general rule, AWS/CWS are conditions of employment negotiable under the Statute, subject only to the Federal Employees Flexible and Compressed Work Schedules Act of 1982, Pub. Law No. 97-221, 96 Stat. 227 (codified at 5 U.S.C. §§ 6101 note, 6106, 6120-6133) (the Work Schedules Act). *National Treasury*

5 At the hearing Respondent offered three reasons: (1) Respondent flunked the March 1997 ORI; (2) Respondent changed commanders; and (3) PRANG is scheduled to change equipment, from servicing F-16s to servicing C-130s.

Employees Union, Chapter 24 and U.S. Department of the Treasury, Internal Revenue Service, 50 FLRA 330, 332 (1995).

In *National Guard Bureau and Adjutant General, State of Pennsylvania,* 35 FLRA 48 (1990)(*National Guard Bureau*), the Authority recognized that an exception to the general rule discussed above was created by section 709(g)(2) of the National Guard Technicians Act. The Authority found that section 709(g)(2) of the National Guard Technicians Act provides that notwithstanding any other provisions of law, the Secretary may prescribe the hours of duty for technicians and that the National Guard Bureau did not have the duty to negotiate over a CWS. *National Guard Bureau,* 35 FLRA at 54.[6] In this regard the National Guard Technicians Act, although it provides that the National Guard is not compelled to bargain about AWS/CWS, does not, by its terms, forbid the National Guard from bargaining about AWS/CWS, if it so chooses.

Thus, although PRNG could have lawfully declined to bargain about the CWS, it did not. On the contrary, PRNG exercised its discretion and chose to bargain with AFGE Local 3936 about a CWS, reached an agreement and entered into the MOU providing for an experimental CWS for a period of six months.

The GC of the FLRA argues that the CWS, since the Respondent agreed to bargain about it and entered into the MOU, should be treated as any other permissive subject of bargaining. I find this argument to be persuasive and I note that Respondent does not take issue with it.

The CWS is a "tour of duty" normally covered by section 7106(b)(1) of the Statute that can be negotiated at the election of the agency, a so called permissive subject of bargaining. The Work Schedules Act made the CWS fully negotiable, with the exception, created by the National Guard Technicians Act, that the National Guard does not have to bargain about the CWS. Thus, we are back where we started and the CWS tour of duty was negotiable at the election of PRNG.

Thus, although PRNG could have refused to bargain about a CWS, PRNG chose to exercise its discretion and elected to bargain with AFGE Local 3936 about the CWS and to enter into the MOU providing for a CWS. In these circumstances I

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6 It must be noted that Respondent has not, at any time, raised the National Guard Technicians Act as a defense in this case or as a justification for not complying with the MOU.

conclude that PRANG is bound by the MOU and Respondent must honor it. *See U.S. Department of Commerce, Patent and Trademark Office,* 53 FLRA 858, 873 (1997).

In concluding that Respondent is bound by the MOU concerning the CWS, I note that Respondent has not argued that it was not bound by the MOU concerning the CWS, or even that it was not obliged to bargain about the CWS.

C. PRNG Was Not Permitted to Refuse to Implement the MOU

Respondent argues that it was permitted to refuse to implement the MOU for three reasons: (1) PRANG failed its ORI in March 1997; (2) PRANG changed its commanding officer; and (3) an impending change in the aircraft to be serviced.

Respondent argues that throughout the process of reaching the MOU there was an unarticulated premise that PRANG was going to successfully complete the ORI, and that after the ORI the same type of aircraft would continue to be serviced and the operation would remain unchanged. The PRANG failed the ORI, the Base Commander and Chief of Maintenance resigned, and the type of aircraft assigned was going to be changed from the F-16 to the C-130 by the end of Fiscal Year 1998. Accordingly, Respondent argues, PRANG was confronted with a whole set of circumstances that precluded the implementation of the test CWS. Further, relying on section 6131(a) of the Work Schedules Act, PRANG argues it was justified in delaying implementation of the MOU until conditions are appropriate and the level of service can be guaranteed so as to test the efficiency of the CWS.

Two of the representatives of the Union that had negotiated the MOU testified at the hearing that there were no reservations, implied or explicit, limiting putting the MOU in effect. The three reasons put forth by Respondent were not agreed upon or even discussed. In fact, the only limitation was that the MOU was not to go into effect until the end of March 1997, which, in fact, was to be after the ORI was to be completed, which it in fact was. There was no discussion that the ORI had to be passed. It seems obvious to me that if the PRNG wanted the three issues precedent to the MOU being implemented, they would have been discussed, negotiated and agreed upon. The lone witness for Respondent was not present at, nor did he participate in, the MOU negotiations. Rather, without any support, he merely asserted that these limitations were somehow unarticulated. He was unable to testify as to what had actually occurred or what was said during the bargaining sessions.

I conclude that the record establishes no limitations were placed on the implementation of the MOU by the negotiators. Further, there is nothing in the language of the MOU that persuades me that any such limitations were implied.

The MOU provides great leeway and freedom for the Base Commander to determine which areas would be subject to the CWS and further, that the Adjutant General of Puerto Rico retained the right to terminate the CWS "when in his judgement the
[CWS] has become an obstacle for the accomplishment of the military mission." In light of the foregoing provisions, I conclude that if the parties had wanted to provide other limitations on implementing the MOU, they would have done so explicitly.

Further, I reject any argument that the change in airplanes assigned or in the commanding officers made it impossible to implement the MOU at the end of March 1997. Although Respondent states that these changes make the implementation of the MOU impossible, it did not provide any evidence to support this, other than the mere assertion. In this regard, I note that Respondent did not notify the Union that PRANG would not implement the MOU or provide any reasons for its failure to implement it. It merely stated that the general did not like it. Further, by the time the MOU would have expired by its own terms, there had been no change in the airplanes assigned.

The record herein establishes that Respondent repudiated the entire MOU and, by failing to put it into effect, it clearly and patently breached the MOU. Respondent's total repudiation and breach of the MOU went right to the heart of the agreement and the relationship between AFGE Local 3936 and Respondent. Respondent's breach and repudiation of the MOU violated section 7116(a)(1) and (5) of the Statute. *See Department of the Air Force, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia,* 52 FLRA 225 (1996); *Department of the Air Force, 375th Mission Support Squadron, Scott Air Force Base, Illinois,* 51 FLRA 858 (1996); and *Department of Defense, Warner Robins Air Logistics Center, Robins Air Force Base, Georgia,* 40 FLRA 1211 (1991)(*DOD*).

D. Remedy

To adequately remedy the violation herein Respondent must be required to implement the MOU and to extend its term for six months from the date of implementation. *See DOD,* 40 FLRA at 1222-23. Further the Notice should be posted

throughout the facility, the Muñiz Air National Guard Base, where the MOU is to apply, and should be signed by the PRNG Adjutant General, who, the MOU provides, can terminate the CWS experiment.

Having concluded that Respondent violated section 7116 (a)(1) and (5) of the Statute when it failed to implement the MOU, I recommend the Authority adopt the following Order:

ORDER

Pursuant to section 2423.41 of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, the Puerto Rico National Guard, Puerto Rico Air National Guard, San Juan, Puerto Rico, shall:

1. Cease and desist from:

(a) Failing and refusing to honor the Memorandum of Understanding (MOU) it negotiated with the American Federation of Government Employees, Local 3936 (Union), the exclusive representative of its employees, by failing to implement, on a 6 month trial basis, a 4-10 compressed work schedule whereby its employees will work 10 hours, 4 days a week with either Mondays or Fridays off, as required by the MOU.

(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 (the Statute).

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

(a) Upon request by the Union, implement the MOU and prepare a schedule for the Muñiz Air National Guard Base so that employees will have Mondays or Fridays off, working 10 hours, 4 days per week (2 shifts/day), subject to change based on mission requirements, as required by the MOU, and maintain the terms of the MOU for 6 months from the date of implementation.

(b) Post at its Muñiz Air Force Base facilities where employees in the bargaining unit 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 Adjutant General, Puerto Rico National Guard, 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 of the Authority's Rules and Regulations, notify the Regional Director, Atlanta, Georgia 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, April 6, 1998.

_____

SAMUEL A. CHAITOVITZ
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 Puerto Rico National Guard, Puerto Rico Air National Guard, San Juan, Puerto Rico, violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this Notice.

WE WILL NOT, fail and refuse to honor the Memorandum of Understanding we negotiated and agreed to on October 31, 1996, with the American Federation of Government Employees, Local 3936, the exclusive representative of our employees by failing and refusing to implement a 4-10 compressed work schedule for employees at Muñiz Air Force Base as required by the agreement.

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, upon request by the American Federation of Government Employees, Local 3936, implement the Memorandum of Understanding and prepare a schedule for the Muñiz Air National Guard Base so that employees will have Mondays or Fridays off, working 10 hours, 4 days per week (2 shifts/ day), subject to change based on mission requirements as required by the Memorandum of Understanding, and maintain its terms for 6 months from the date of implementation.

_____

_____ (Activity)

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 any of its provisions, they may communicate directly with the Regional Director, Atlanta Regional Office, Federal Labor Relations Authority, whose address is:

Marquis Two Tower, 285 Peachtree Center Avenue, Suite 701, Atlanta, GA 30303, and whose telephone number is: (404) 331-5212.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by Samuel A. Chaitovitz, Chief Administrative Law Judge, in Case No. AT-CA-70505, were sent to the following parties:

CERTIFIED MAIL, RETURN RECEIPT — **CERTIFIED NOS:**

Richard Jones, Esquire — P168-059-531
Federal Labor Relations Authority
Marquis Two Tower, Suite 701
285 Peachtree Center Avenue
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David Carrion Baralt, Esquire — P168-059-532
Puerto Rico Air National Guard
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P.O. Box 2266
Guaynabo, PR 00970-2266

Pedro Romero, President — P168-059-534
AFGE, Local 3936
P.O. Box 4141
Carolina, PR 00984-4141

REGULAR MAIL:

President
AFGE, AFL-CIO
80 F Street, NW
Washington, DC 20001

Dated: April 6, 1998
Washington, DC