

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

MEMORANDUM

DATE: November 26, 1997

TO: The Federal Labor Relations Authority

FROM: Samuel A. Chaitovitz
Chief Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF VETERANS AFFAIRS

Respondent

and

Case No. CH-CA-70255

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
LOCAL 2400, AFL-CIO

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
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U.S. DEPARTMENT OF VETERANS AFFAIRS Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2400, AFL-CIO Charging Party	Case No. CH-CA-70255

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 **DECEMBER 29, 1997**, 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: November 26, 1997
Washington, DC

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

WASHINGTON, D.C. 20424-0001

U.S. DEPARTMENT OF VETERANS AFFAIRS Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2400, AFL-CIO Charging Party	Case No. CH-CA-70255

Greg A. Weddle, Esquire
Judith Ramey, Esquire
For the General Counsel

Roger T. Gray, Esquire
For the Respondent

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 U.S. Code, 5 U.S.C. § 7101, *et seq.* (the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (FLRA/Authority), 5 C.F.R. § 2411 *et seq.*

Based upon an unfair labor practice charge filed by the Charging party, American Federation of Government Employees, Local 2400, AFL-CIO (AFGE Local 2400/Union), a complaint and notice of hearing was issued on behalf of the General

Counsel (GC) of the FLRA, Regional Director of the Chicago Regional Office. The complaint alleges that the U.S. Department of Veterans Affairs (VA) violated section 7116(a) (1) and (5) of the Statute by refusing to negotiate over the increase in parking rates at the VA Medical Center in Nashville, Tennessee (VAMC Nashville) and implementing those parking rates. VA filed an answer denying it had violated the Statute.

A hearing was held in Nashville, Tennessee, 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. VA and GC of the FLRA filed post-hearing briefs, which have been fully considered.

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

Findings of Fact

A. Background

AFGE is the certified collective bargaining representative of a nationwide unit of VA employees, including the employees at VAMC Nashville. AFGE Local 2400 is the agent of AFGE for the purposes of representing the unit employees at VAMC Nashville.

38 U.S.C. § 8109(c) (1) provides, *inter alia*, that each employee having business at a medical facility for which parking fees have been established under subsection (d) of this section shall be charged the applicable parking fee.

38 U.S.C. § 8109(d) (1) and (2) provides:

(1) For each medical facility where funds from the revolving fund described in subsection (h) of this section are expended for-

(A) a garage constructed . . . by the Department at a cost exceeding \$500,000 . . . ; or

(B) a project for the alteration of a garage at a cost exceeding \$500,000,

the Secretary shall prescribe a schedule of parking fees to be charged at

all parking facilities used in
connection with such medical facility.

(2) The parking fee schedule prescribed for
a medical facility referred to in paragraph (1)
of this subsection shall be designed to
establish fees which the Secretary determines are
reasonable under the circumstances.

38 C.F.R. § 1.303(b) provides, in part, that the
parking fees assessed VA employees, pursuant to 38 U.S.C. §
8109, shall be set at one-half of the appropriate fair
rental value for the use of equivalent commercial space.
The Secretary of the VA is to determine the fair rental
value through the use of generally accepted appraisal
techniques. This section also provides that the parking
rates established by the Secretary shall be reviewed
biannually by the Secretary to reflect any increase or
decrease in value as determined by appraisal updating.

By letter dated October 14, 1987, VA transmitted to
AFGE a copy of a draft of Circular 00-87, and asked for
comments from the AFGE. The draft of Circular 00-87
provides in paragraph 5(c), "The method for determining
parking fees will be promulgated by separate VA regulation."
Paragraph 13 of this Circular provided that it would expire
on March 15, 1989. AFGE, by letter dated December 21, 1987,
advised VA that AFGE accepted the proposed policy in
Circular 00-87.

On February 2, 1988 the Administrator of the Veterans
Administration¹ issued Circular 00-88-5 which implements the
U.S. Code and CFR provisions for setting parking fees by the
Secretary. Paragraph 10 provides a means of appealing the
parking rates by the Medical Center Director, to the
Administrator through the Chief, Real Property Program
Management Division. Paragraph 8(c) provides:

8(c) Any facility implementing a parking fee
program that impacts on employees represented by a
union should make sure it meets its bargaining
obligations with the union local(s) before
implementing the program. Advice from the VACO
labor relations staff should be sought to assure the
proper union participation.

1

The Veterans Administration is the predecessor of the U.S. Department of Veterans
Affairs and the Administrator was the head of the Veterans Administration, in effect the
predecessor of the Secretary of the VA.

Paragraph 5(c) provides that the method for determining parking fees would be promulgated by separate VA regulation. Paragraph 13 provides that the circular was to expire on March 15, 1989. 2

VA issued Circular 00-90-31, dated November 1, 1990. This circular is virtually identical with 00-88-5, except it was changed to reflect the change in the status with the VA becoming a cabinet department headed by a secretary, and also the expiration date of the circular was set as October 1, 1991. AFGE, by letter dated January 4, 1991, demanded to bargain about the circular and asked that the circular be rescinded until negotiations were completed. VA, by letter dated January 15, 1991, refused to bargain with AFGE about Circular 00-90-31 because the changes from Circular 00-88-5 were "de minimis" and the previous circular had been negotiated with AFGE.

B. Parking Facility at VAMC Nashville

On March 13, 1991, VAMC Nashville notified AFGE Local 2400 that a parking garage had been approved for the VAMC and parking fees would be established. Circular 00-90-31 was enclosed for AFGE Local 2400's information.

By letter dated April 8, 1991, to VAMC Nashville, AFGE Local 2400 asked to bargain "on impact and implementation" of all proposals in Circular 00-90-31.

By letter dated June 4, 1991, to AFGE Local 2400, VAMC Nashville Personnel Officer William Hardwick responded to the Union's request to bargain over the impact and implementation of the proposals in Circular 00-90-31. Because the parking garage was to be constructed in the next few years, VAMC Nashville stated that it was too early to begin implementation of the circular. The VAMC Nashville Personnel Officer Hardwick went on to state that he would review any specific proposals the Union forwarded to him by June 14, 1991.

By letter dated June 11, 1991, to Hardwick, AFGE Local 2400 President B.R. Hardison stated that because there was uncertainty as to when or if there will be a parking garage, it was making demands for such time when a parking facility becomes a certainty. The demands were: (1) a copy of the survey used to determine parking fees; (2) to negotiate how parking spaces are to be allocated; (3) to negotiate how payments are to be made by employees; (4) to negotiate that all employees who pay for parking have a

2

This is the circular under number (00-87), that had been sent to AFGE for its review.

guaranteed designated space; and (5) to "negotiate [the] amount of payment made by employees based according to wages."

During February 1994, the new parking facility was completed at the VAMC Nashville, which was constructed at a cost exceeding \$500,000. On February 3, 1994, parking rates for employees were set for this new garage. The rates set were \$7.50 monthly, \$6.00 daily, and \$1.00 hourly. VAMC Nashville and AFGE Local 2400 apparently engaged in bargaining over the impact and implementation of these rates and entered into a Memorandum of Understanding, which dealt with, among other things, the assignment of spaces.

In October 1996, the Union learned that VAMC Nashville planned to substantially increase the parking rates charged to unit employees. By memorandum dated October 16, 1996, AFGE Local 2400 requested to bargain over the impact and implementation of the proposed rate increases. On October 29, 1996, the Union requested to bargain over the increase itself.

By E-mail dated November 1, 1996, Hardwick advised the Union "we are anxious to meet with you to discuss your request to bargain on the impact and implementation of the recently announced parking fees; your request to bargain on the rates and the methodology of the rates and assigned/reserved parking spaces. However, we only have the verbal announcement that the rates will increase at this time. I suggest we wait until we know, in writing, that the Secretary has approved the proposed increase for Nashville. Please let me know if this is satisfactory with you. Thanks."

By memorandum dated January 30, 1997, VAMC Nashville Chief of Human Resources Management Service advised the President of AFGE Local 2400, that VAMC Nashville had reviewed the Union's request to bargain over the impact and implementation of the new parking rates, the rates, the methodology of determining rates, and assigned/reserved parking spaces and the Union's request that the collection of parking fees cease until bargaining is completed. VAMC Nashville stated that it would not negotiate over the increase in parking rates because the rates and the methodology of determining rates were not negotiable and the determination of the parking rates had been negotiated at the national and headquarters level. VAMC Nashville also advised the Union that VAMC Nashville would not bargain over the impact and implementation of the rate change since "paid parking" had been negotiated at the local level three years previously. The memorandum went on to advise the Union that

the new rates in an employee parking rate of \$10.96 per pay period would become effective on March 2, 1997.

The new parking rates increased from \$3.46 per pay period to \$10.96 per pay period (or \$23.75 monthly) on March 12, 1997.

Discussion and Conclusions of Law

The GC contends that VA violated section 7116(a)(1) and (5) of the Statute when VAMC Nashville failed and refused to bargain with AFGE Local 2400 concerning the increase in the parking rates at VAMC Nashville and concerning the impact and implementation of this change.

It is unlawful for an agency to implement a change in conditions of employment for bargaining unit employees without providing the exclusive representative with notice of the change and an opportunity to bargain over those aspects of the change that are within the duty to bargain. *U.S. Army Corps of Engineers, Memphis District, Memphis, Tennessee*, 53 FLRA 79, 81-82 (1997); and *U.S. Department of Veterans Affairs, Veterans Administration Medical Center, Memphis, Tennessee*, 42 FLRA 712, 713 (1991).

A. Parking Arrangements are Negotiable

Parking arrangements are negotiable conditions of employment. *Immigration and Naturalization Service, Los Angeles District, Los Angeles, California*, 52 FLRA 103 (1996) (INS). Consequently, prior to implementing a change in parking arrangements, management must provide the exclusive representative an opportunity to bargain over the substance, impact, and implementation of such changes. *Department of Veterans Affairs, Veterans Administration Medical Center, Decatur, Georgia*, 46 FLRA 339, 344-45 (1992) (VAMC Decatur). Thus, any change in parking rates and arrangements is negotiable. See, *VAMC Decatur*, and *Service Employees International Union, Local 200-B and U.S. Department of Veterans Affairs, Veterans Administration Medical Center, Syracuse, New York*, 44 FLRA 821, 825 (1992).

B. VAMC Nashville Parking Rates

AFGE Local 2400 asked to bargain about both the substance of the change of parking rates and about the impact and implementation of the change of parking rates. AFGE is the collective bargaining representative for a nationwide unit of VA employees and AFGE Local 2400 is the

agent of AFGE for representing unit employees at VAMC Nashville.

The method for implementing and changing parking rates at the local medical centers was established by the VA nationwide and has been set forth in VA circulars since February 1988. In 1997 the first proposed circular was shown to AFGE for its comments and AFGE stated it had no objection to the new procedure. The circular was reissued under a new number in 1990, keeping the parking rate setting procedures unchanged but making adjustment to the terms of the circular because VA had become a cabinet level department. AFGE asked to bargain about the procedure, but VA refused.³

The procedures for implementing and changing rates was a nationwide policy and any bargaining concerning these procedures and policy had to take place at the national level. There is no contract between VA and AFGE regarding the procedures for setting parking rates, rather AFGE was notified of this nationwide VA parking rate procedures and was, originally, given an opportunity to bargain about them. Any request to change these VA nationwide procedures, therefore, would have to be made at the national level, and not by a local union with one of the VA components. In this regard, I note that the procedures set forth in the VA circulars provide the method for implementing the parking rates at all VA facilities, and the local medical center directors do not have the authority to change these procedures.

The level of recognition⁴ in the subject case is nationwide VA with AFGE. The procedures for setting the parking rates in the garages covered by 38 U.S.C. § 8109(d) (2) were established by VA in its circulars that were issued at the national level, after notifying AFGE and receiving its consent. Thus, any decision to change the VA national policy with respect to implementing and changing parking rates, as set forth in the circulars, would have to be done at the national level. Accordingly, to the extent AFGE Local 2400 asked VAMC Nashville to negotiate about these procedures, such request was made at the wrong level, and VAMC Nashville did not violate the Statute to the extent it

3

The refusal by the VA to bargain at the national level, when so requested by AFGE, is not alleged by the GC of the FLRA to be an unfair labor practice in this case.

4

A full and insightful discussion and analysis of "level of recognition" in Authority decisions is set forth in the Administrative Law Judges Decision in *U.S. Food and Drug Administration, Northeast and Mid-Atlantic Regions*, Case No. BN-CA-50168, OALJ 96-23, slip op. at 6-8 (1996), pending before the Authority.

refused to bargain about the procedures set forth in the circulars or the Secretary's exercise of discretion in setting parking rates⁵. Such a request to change the VA's procedures for setting parking rates or the Secretary's exercise of discretion, would have to be made to VA at the national level by AFGE. See *American Federation of Government Employees, National Border Patrol Council v. FLRA*, 114 F.3d 1214 (D.C. Cir. June 3, 1997); and *Department of the Air Force, Ogden Air Logistics Center, Hill Air Force Base, Utah and Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio*, 39 FLRA 1409, 1517-18 (1991).⁶ In this regard I conclude that VA has not had any determination made that there was a compelling need for such a uniform national regulation. See *VAMC Decatur*.⁷

With regard to the Union's request that VAMC Nashville bargain about the impact and implementation of the change in rates, the situation is different. As admitted, AFGE Local 2400 is the agent of AFGE for representing the unit employees employed at VAMC Nashville. Further, the circulars stated, in part, "Any facility implementing a parking fee program that impacts on employees represented by a union should make sure it meets its bargaining obligations with the union local(s) before implementing the program." In light of the foregoing I conclude that both AFGE Local 2400 and VAMC Nashville have been designated and authorized by their parent organizations to bargain about the impact and implementation of the application of the procedures for implementing and changing parking rates, as set forth in the circulars.

Thus, when the parking rates were being changed in VAMC Nashville, AFGE Local 2400 was entitled to bargain concerning the impact and implementation of the change in rates in 1997. See *VAMC Decatur*. In this regard VA's argued that AFGE Local 2400 somehow waived its right to negotiate the change because it did negotiate, when offered such an opportunity concerning the change in parking rates

5

Although VA did not specifically argue that the demand to bargain was made at the wrong level. It did argue that the procedures set forth in the circulars had already been negotiated on the national level by AFGE and, they could not be bargained again. In these circumstances I infer an argument concerning the appropriate level of recognition.

6

In so concluding I am not finding that the national circulars were "contracts" that somehow covered this situation. Rather, I am concluding the circulars set forth national VA policy, which was set after asking AFGE's input. If AFGE wishes to change this existing national policy, it must make this request at the national level.

7

The "level of recognition" issue was not discussed in *VAMC Decatur*, and therefore that case is not controlling in this area.

in 1994. I conclude that no such waiver occurred. Rather, the Union and VAMC Nashville did bargain about certain aspects of the change in parking rates, but the Union did not protest the \$7.50 monthly rate.

The subject change involved raising this monthly rate to \$23.75. AFGE Local 2400 apparently felt this change was sufficiently large to justify the request to bargain.

In light of the foregoing, I conclude that VA, through its agent VAMC Nashville, violated section 7116(a)(1) and (5) of the Statute when it refused to bargain with AFGE Local 2400 concerning the impact and implementation of the change in parking rates at VAMC Nashville. See *Id.*

C. Remedy

In so holding I note that paragraph 10 of the VA circulars provide a procedure for the local facility directors to appeal the rates. Accordingly, to the extent requested to do so and to the extent he has the discretion to do so, the Director of VAMC Nashville, as part of the obligation to bargain about the impact and implementation of the new rates, must also bargain about whether and to what extent, he will exercise his discretion to appeal the rates set. *Id.*

The Authority set forth factors to be considered in determining when a *status quo ante* remedy is appropriate in cases involving a failure to bargain about the impact and implementation of a change in conditions of employment in *Federal Correctional Institution*, 8 FLRA 604, 605-06 (1982). See also, *Army and Air Force Exchange Service, Waco Distribution Center, Waco, Texas*, 53 FLRA No. 66, slip op. at 11-12 (1997). In applying this analytical framework I note that AFGE Local 2400 learned about the impending new rates by Mid-October 1996 and on October 16, 1996, asked to bargain about the impact and implementation of parking rates change, some five months before the new rates went into effect. I further note that after first welcoming the Union's request and stating that they would be glad to bargain, VAMC Nashville, on January 30, 1997, flatly refused to bargain about any aspects of the Union's request to bargain. The three fold increase in the parking rates clearly had a substantially adverse impact on the employees at VAMC Nashville. Finally, I note that the record fails to establish that there would be any substantial disruption or impairment in the operation of VAMC Nashville if a *status quo ante* remedy is imposed.

In light of all of the foregoing, I conclude that a *status quo ante* is appropriate, including the reduction of the monthly parking rates to their pre March 12, 1997 levels. See *U.S. Department of the Army, Lexington-Blue Grass Army Depot, Lexington, Kentucky*, 38 FLRA 647, 649-50 (1990).

I conclude further that "a make whole" remedy involving money damages is not available in this case. See *INS*. To the extent the GC of the FLRA is asking for an additional reduction of parking rates sufficient to make employees whole for the additional cost they experienced since March 12, 1997, I reject this request because it is an attempt to award money damages in a different guise.

Having concluded that VA violated section 7116(a) (1) and (5) of the Statute by refusing to bargain over the impact and implementation over the increase in parking rates at VAMC Nashville, I recommend the Authority issue the following Order:

ORDER

Pursuant to section 2423.29 of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Statute, the U.S. Department of Veterans Affairs, through its agent Veterans Affairs Medical Center, Nashville, Tennessee, shall:

1. Cease and desist from:

(a) Refusing to bargain with the American Federation of Government Employees, Local 2400, AFL-CIO, the exclusive representative of certain of its employees, concerning the impact and implementation of increasing parking fees at the Nashville, Tennessee parking garage, including the exercise of discretion by the Director of the Veterans Affairs Medical Center in Nashville to appeal any such increase.

(b) Unilaterally implementing an increase in parking fees at its Nashville, Tennessee parking garage without bargaining and completing negotiations with the American Federation of Government Employees, Local 2400, AFL-CIO, over the impact and implementation of any increase in parking rates, including the exercise of discretion by the Director of the Veterans Affairs Medical Center in Nashville to appeal any such parking rate increase.

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

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

(a) Rescind the increase in parking rates at the Nashville, Tennessee parking garage instituted on March 12, 1997.

(b) Notify the American Federation of Government Employees, Local 2400, AFL-CIO, of any proposed increase of parking rates at the Nashville, Tennessee parking garage.

(c) Upon request of the American Federation of Government Employees, Local 2400, AFL-CIO, negotiate over the impact and implementation of any increase in parking rates at the Nashville, Tennessee parking garage, including the exercise of any discretion of the Director of the Veterans Affairs Medical Center in Nashville, Tennessee to appeal any such parking rate increase.

(d) Post at all locations throughout the VAMC Nashville, Tennessee, facilities where bargaining unit employees represented by the American Federation of Government Employees, Local 2400, AFL-CIO, 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 Director, 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.

(e) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Chicago 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, November 26, 1997.

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 U.S. Department of Veterans Affairs violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this notice:

We hereby notify bargaining unit employees that:

WE WILL NOT refuse to bargain with the American Federation of Government Employees, Local 2400, AFL-CIO, the exclusive representative of certain of our employees, concerning the impact and implementation of an increase in parking fees at our Nashville, Tennessee parking garage, including the exercise of discretion by the Director of the Veterans Affairs Medical Center in Nashville to appeal any such increase.

WE WILL NOT unilaterally implement an increase in parking fees at our Nashville, Tennessee parking garage without bargaining and completing negotiations with the American Federation of Government Employees, Local 2400, AFL-CIO, over the impact and implementation of any increase in parking rates, including the exercise of discretion by the Director of the Veterans Affairs Medical Center in Nashville to appeal any such parking rate increase.

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

WE WILL rescind the increase in parking rates at our Nashville, Tennessee parking garage instituted on March 12, 1997.

WE WILL notify American Federation of Government Employees, Local 2400, AFL-CIO, of any proposed increase of parking rates at our Nashville, Tennessee garage.

WE WILL upon request of the American Federation of

Government Employees, Local 2400, AFL-CIO, negotiate over the impact and implementation of any increase in parking rates at the Nashville, Tennessee parking garage, including the exercise of any discretion of the Director of the Veterans Affairs Medical Center in Nashville to appeal any such parking rate increase.

(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 its provisions, they may communicate directly with the Regional Director, Chicago Regional Office, Federal Labor Relations Authority, whose address is: 55 West Monroe, Suite 1150, Chicago, IL 60603, and whose telephone number is: (312)353-6306.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by Samuel A. Chaitovitz, Chief Administrative Law Judge, in Case No. CH-CA-70255, were sent to the following parties:

CERTIFIED MAIL, RETURN RECEIPT

CERTIFIED NOS:

Gregg Weddle, Esquire
Judith Ramey, Esquire
Federal Labor Relations Authority
55 West Monroe, Suite 1150
Chicago, IL 60603

P600-695-791

Roger Gray, Esquire
Dept. of Veterans Affairs
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110 Ninth Avenue South
Nashville, TN 37203

P600-695-792

REGULAR MAIL:

AFGE, AFL-CIO
80 F Street, N.W.
Washington, DC 20001

Dated: November 26, 1997
Washington, DC