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

DEPARTMENT OF JUSTICE FEDERAL CORRECTIONAL INSTITUTION EL RENO, OKLAHOMA Respondent	Case Nos. DA-CA-90755 DA-CA-90821
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 171, AFL-CIO Charging Party	

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., Suite 415
Washington, DC 20424-0001

ELI NASH, JR.
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: ELI NASH, JR.
Administrative Law Judge

SUBJECT: DEPARTMENT OF JUSTICE
FEDERAL CORRECTIONAL INSTITUTION
EL RENO, OKLAHOMA
Respondent

and Case Nos. DA-CA-90755
DA-CA-90821

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 171, 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 transcripts, exhibits and any briefs filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ

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WASHINGTON, D.C.

DEPARTMENT OF JUSTICE FEDERAL CORRECTIONAL INSTITUTION EL RENO, OKLAHOMA Respondent	Case Nos. DA-CA-90755 DA-CA-90821
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 171, AFL-CIO Charging Party	

Melissa J. McIntosh, Esquire
William D. Kirsner, Esquire
For the General Counsel

Steven R. Simon, Esquire
For the Respondent

Sam E. Craven, Vice President, AFGE Local 171
For the Charging Party

Before: Eli Nash, Jr.
Administrative Law Judge

DECISION

Statement of the Case

This case arose under the Federal Service Labor-Management Relations Statute (the Statute), and the revised Rules and Regulations of the Federal Labor Relations Authority (the Authority).

On August 23 and September 23, 1999,[1] respectively, the American Federation of Government Employees, Local 171 (herein called the Union) filed unfair labor practice charges against the Department of Justice, Federal Correctional Institution, El Reno, Oklahoma (herein called the Respondent). Thereafter, on February 14, 2000, the Acting Regional Director of the Dallas Regional Office, issued a Complaint and Notice of Hearing in Case No. DA-CA-90755.

The complaint in Case No. DA-CA-90755 alleges that the Respondent violated section 7116(a)(1) of the Statute by telling Sam Craven, the Union's Chief Negotiator in negotiations for a new local collective bargaining agreement between the Union and the Respondent, that negotiations were taking too long and, that as a result, Craven was being moved to a different work unit, and by making statements to the effect that the Union should hurry up with the negotiations if they did not like the double workload given to Craven's co-workers in his absence, that his co-workers were insinuating that the negotiations were being dragged out, and that the Union should take what management had put on the table and move on. The complaint further alleges that these statements, which were made by Associate Warden Max Flowers, also constituted a separate violation of sections 7116(a)(1) and (5) of the Statute.[2]

On February 15 and March 22, 2000, respectively, the Union filed amended charges in Case No. DA-CA-90821. On March 30, 2000, the Regional Director of the Dallas Regional Office, issued a Complaint and Notice of Hearing in Case No. DA-CA-90821. This complaint alleges that the Respondent, by Flowers, violated section 7116(a)(1) of the Statute by stating words to the effect that, if the Union negotiators pushed the issue of getting new office space, not only would they not get new space but they could also lose their

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[1] All dates are in 1999 unless otherwise indicated.

[2] The pertinent subsections of section 7116(a) provide that it shall be an unfair labor practice for an agency --

> (1) to interfere with, restrain, or coerce any employee in the exercise by the employee 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[.]

present office space. The complaint alleges further that this conduct also constituted a separate violation of sections 7116(a)(1) and (5). These two complaints were consolidated.

Counsel for the Respondent filed a Motion for Summary Judgment and a Motion to Dismiss for Failure to State a Claim. The Chief Administrative Law Judge denied these motions on May 16, 2000. A hearing on the consolidated complaints was held in Oklahoma City, Oklahoma, on June 6, 2000, at which time all parties were represented and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and argue orally. Both the Respondent and the General Counsel filed helpful briefs in the cases.

Based on the entire record in these cases, including my observation of the witnesses and their demeanor, and from my evaluation of the evidence, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

A. Background and Principal Participants

In January 1999, the Respondent and the Union, the agent of the exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining, which included the employees at the Respondent, began negotiations for a local supplemental collective bargaining agreement (Tr. 14, 30). The Union's chief negotiator was its vice president, Sam Craven, who occupied a position of "case manager" as an employee of the Respondent. Craven's duties as case manager involve overseeing a case load of about 130 inmates with respect to their placement, security needs, transfers, education, correspondence, release, and anything that has to do with administrative work involving these inmates (Tr. 12-13).

When the local contract negotiations began, provisions had to be made to cover Craven's case load. At first, the work was divided among other case managers, who had to cover it in addition to their regular workloads. When the negotiations continued beyond the first few months, with no quick ending in sight, management officials discussed how to relieve these case managers of the extra load. A

corrections officer, Joe Haynes, was brought in for two or three months as a temporary case manager. However, his services were needed at his regular duty post and he had to return there (Tr. 18, 252-55). At some point, Craven's supervisor, Case Management Supervisor Lloyd Wilson, discussed with Associate Warden Max Flowers the advisability of assigning another temporary case manager to fill in, but this request was denied (Tr. 253-54, 263-64).[3]

B. Alleged August 3 Statement about Moving Craven to "the Camp"

Associate Warden Flowers, who had been on leave when the negotiations began, returned to work in April 1999 and subsequently joined the management negotiating team (Tr. 214). Along with another associate warden who sometimes participated in the negotiations, Flowers was the management negotiator with the highest grade or rank (Tr. 234-35). Witnesses from both negotiating teams, including Flowers himself, acknowledged that he sometimes met informally with the Union team out of the presence of other management negotiators (Tr. 87, 96, 106, 159, 229-30).

Craven, corroborated in whole or part by other members of the Union's negotiating team, testified that, during a break or a caucus on August 3, Flowers joined the Union team when they went outside. According to these witnesses, Flowers said to Craven something to the effect that the negotiations were going on too long, and that because Flowers needed a case manager in Craven's unit, Craven was going to be moved to the "camp," a minimum-security satellite facility outside the main institution that required more work of the case managers and to which Craven had been moved involuntarily in the past (Tr. 15-17, 21-22, 87, 102-03, 106, 126). That a conversation about moving Craven to the camp did in fact occur seems evident in light of the undisputed fact, corroborated by Flowers' superior, Warden Lester Fleming, that Craven came to Fleming and asked him, because Flowers had inferred that this would occur, whether he would be transferred to the camp. Warden Fleming

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[3] Craven testified that he asked Flowers, at the outset of the negotiations, about appointing a temporary case manager, and that Flowers refused (Tr. 19). However, Flowers testified credibly that he was on leave on account of an injury at the time negotiations began and did not return until April 1999 (Tr. 214).

testified further that he probably questioned Flowers about it afterward (Tr. 268, 272-73). In these circumstances, Flowers' blanket denial that he made such a statement (Tr. 216) is not very helpful:

> Q. [T]he union has stated that on August 3, 1999, you approached Mr. Craven and some others, other union people, by yourself, with no other management person present, and told Mr. Craven that he was going to be reassigned to the camp. Now, how do you respond to that allegation?
>
> A. It's simply not true. It's absolutely not true.

Flowers was not heard from further on this subject. Inasmuch as he either forgot this incident or rearranged his memory with respect to it, we do not have the benefit of his version of the event.[4] I find that it occurred substantially as described by the General Counsel's witnesses and as paraphrased and summarized above.[5]

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[4] It is undisputed that discussions about reassigning case managers, using Craven as a hypothetical example, occurred during the regular negotiation meetings. However, those discussions are pertinent only marginally as background, if at all, to the August 3 "outside" conversation. Although Flowers' use, during negotiations, of Craven as an example of the movement of employees among the units, was alleged in the complaint in Case No. DA-CA-90755, as part of the unlawful conduct, the General Counsel's opening statement at the hearing relegates this to background material (Tr. 9).

[5] Evidence of conduct affecting Craven that occurred after the August 3 incident and arguably related to it was adduced at the hearing. However, the complaint in Case No. DA-CA-90755 alleged only Flowers' statements as unfair labor practices, and the General Counsel's opening statement is consistent with that limitation (Tr. 8). Nor has it been established that the Respondent knew that this post-statement conduct was at issue. *See Bureau of Prisons, Office of Internal Affairs, Washington, DC and Phoenix, Arizona*, 52 FLRA 421, 429 (1996). In the absence of a clear showing to that effect, "fairness requires that any doubts about due process be resolved in favor of the respondent." *Id.* at 431. Here, there is substantial doubt that the Respondent understood or should have understood that anything other than Flowers' statements was being litigated as an unfair labor practice.

C. Alleged September 14 Statement that the Union Could Lose its Present Office Space

Negotiations continued into September. On September 14, the parties were discussing a Union proposal that it be provided with a larger house to accommodate its office needs. Management rejected this proposal but offered some improvements in the house that the Respondent was then providing to the Union. In the course of the parties' discussions, Flowers questioned the legality of the Union's occupying its existing house. That much is undisputed. According to Flowers, he told the Union negotiators that "[w]e need to check . . . out" whether the Union's use of the house was legal, "before we can continue negotiating on [another] house." (Tr. 223-25). No other witnesses from the management negotiating team had any recollection of this. It is not clear which of them, if any, were present on that date.

According to witnesses from the Union's negotiating team, Flowers went further in addressing this subject. As Craven testified that he remembered it, Flowers said that he was checking "to see if we could even have the house that we have legally" and that "if we continued to press this issue, we could wind up back in a closet inside the institution" (Tr. 28).[6] According to Union Secretary/ Treasurer Donald Boyte, Flowers told them, at the negotiating table, that the Union was "lucky to have what you've got, you know: If you don't back off of this, you could lose this union house, the one you have now." (Tr. 92). As Union President Wood remembered it, Flowers said that it was his understanding that the Union "may be in the house illegally and that we had to be very careful of what we were doing here or we'd find ourselves in a closet somewhere." (Tr. 108). Union Sergeant-At-Arms Ronal Davis testified that Flowers said something to the effect that he was checking with the GAO or GSA and that "[W]e're not sure it's legal that you even have this house." (Tr. 141). Chief Steward Rickey Miller purported to hear an even stronger

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6 Apparently the Union had occupied a very small office that, according to Union President William Glen Wood, was "literally a closet," before being given the use of the house it occupied at the time of the negotiations (Tr. 109).

statement: "that if we didn't move on to the next proposal, not only was we not going to get that house, but we would lose the one that we presently occupied." (Tr. 129).

Most convincing was the testimony of Darla Hazelwood, the camp secretary and a member of the Union's negotiating team. Called to the stand by the Respondent, she answered affirmatively to the question of whether Flowers "threaten [ed] to take the house away from the union[.]" She testified further that Flowers said that "we were lucky to have the house that we have now." (Tr. 168-69). On cross-examination by the General Counsel, she added that Flowers continued to the effect that:

> [T]hey could take [the house away] and put us in a broom closet somewhere, or something of that nature. I don't remember the exact words, but I do remember asking the guys, Can he do that?

(Tr. 171). Hazelwood also confirmed that Flowers said "something about that he didn't know if we were even entitled to what we had." (Tr. 172).

Since Hazelwood is allied with the Union, her testimony that is adverse to the Respondent is entitled to no less scrutiny on account of her being called by the Respondent as a witness. However, her testimony about her own reaction -- asking "the guys" whether Flowers could do that -- is a persuasive detail that lends credibility to her version of the event. I find, based on her testimony and credible parts of the testimony of the General Counsel's witnesses, that Flowers gave the Union negotiators to understand that the Union was at risk of losing its existing house, and getting a closet-like facility instead, if it continued to insist on a new facility. I find, however, that Chief Steward Miller's version -- that Flowers said that the Union *would* lose its present house if it did not "move on to the next proposal" -- which is out of line with the testimony of the other witnesses, overstates the case.

Discussion and Conclusions

For the following reasons, I conclude that the Respondent, by virtue of Flowers' statements, violated section 7116(a)(1) of the Statute, but did not violate section 7116(a)(5).

A. Case No. DA-CA-90755

The complaint in this case alleges that Associate Warden Flowers' statement about moving Craven to the camp constituted, first, an independent violation of section 7116(a)(1) of the Statute and, second, a violation of section 7116(a)(5) carrying with it what is usually considered a "derivative" violation of section 7116(a)(1). An independent violation of section 7116(a)(1) is established when an agency has interfered with, restrained, or coerced an employee with respect to the exercise of his or her statutory rights.

The standard for determining whether management's statement or conduct violates section 7116(a)(1) of the Statute is an objective one. The question is whether, under the circumstances, the statement or conduct would tend to coerce or intimidate the employee, or whether the employee could reasonably have drawn a coercive inference from the statement. In order to find a violation of section 7116(a)(1), it is not necessary to find other unfair labor practices or to demonstrate union animus. Although the circumstances surrounding the making of the statement are taken into consideration, the standard is not based on the subjective perceptions of the employee or the intent of the employer.

U.S. Department of Agriculture, U.S. Forest Service, Frenchburg Job Corps, Mariba, Kentucky, 49 FLRA 1020, 1034 (1994). Although the statement at issue here was made in the context of contract negotiations, and although "robust give-and-take discussions . . . can be expected around the bargaining table." *Department of Defense, Department of the Air Force, Armament Division, AFSC, Eglin Air Force Base*, 13 FLRA 492, 506 (1983), this does not change the standard to be applied for section 7116(a)(1) purposes. That is, while negotiators have been known to exchange insults and other incivilities within what sometimes passes for normal bargaining behavior, the bargaining context does not clothe those who otherwise exercise authority over the employees who, at the bargaining table, are their union counterparts, with a privilege to coerce them in the exercise of their rights.

One of an employee's statutory rights, of course, is to assist a labor organization. Section 7102. This includes the right to negotiate on a union's behalf, in a manner that the employee believes to be in the best interest of the bargaining unit. By linking conditions of Craven's employment to the manner in which he and his Union colleagues proceeded with the negotiations, Flowers engaged in coercive conduct within the meaning of section 7116(a)(1).

A violation of section 7116(a)(5) by bargaining in bad faith, as the General Counsel would have me find here, is conduct of a different order. While the Authority looks, as it does with section 7116(a)(1), to the totality of the circumstances, the focus in (a)(5) is on the respondent's compliance with such obligations as follows: (1) to approach the negotiations with a sincere resolve to reach a collective bargaining agreement; (2) to be represented by duly authorized representatives prepared to discuss and negotiate on any condition of employment; and (3) to meet at reasonable times and convenient places as frequently as may be necessary, and to avoid delays. *See* section 7114(b) of the Statute; *U.S. Geological Survey, Caribbean District Office, San Juan, Puerto Rico*, 53 FLRA 1006, 1014, 1045 (1997); *U.S. Department of the Air Force, Headquarters, Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio*, 36 FLRA 524, 531 (1990).

As with any other alleged statutory violation, the burden remains with the General Counsel to prove that the accused party negotiated in bad faith. *Division of Military and Naval Affairs, State of New York (Albany, New York)*, 7 FLRA 321, 341 (1981). Flowers' single coercive statement to Craven, in the course of the bargaining that had continued for approximately seven months at that time, is simply insufficient to establish a refusal to negotiate in good faith. It does not demonstrate an unwillingness to reach an agreement or to discuss and negotiate on any condition of employment, nor does it otherwise establish a pattern of

behavior that is anti-thetical to the bargaining obligation imposed by the Statute.7

B. Case No. DA-CA-90831

As in Case No. DA-CA-90755, the complaint here alleges separate violations of section 7116(a)(1) and section 7116 (a)(5) with a derivative (a)(1) violation, this time all arising from Flowers' remarks about the Union's house. Again, the 7116(a)(5) allegation is based on bad faith bargaining.

While Flowers was free to question the legality of the Union's occupancy of the house it had been provided, he moved into section 7116(a)(1) territory when he linked the Union's risk of losing its facility with its refusal to abandon its bargaining proposal for a better facility. This response from Flowers was more than a counter-proposal. In fact, as the Respondent has taken pains to point out, the Respondent never made a formal proposal to relocate the Union's facility. Instead, Flowers held out the threat that if, but only if, the Union stuck to its guns, he would pursue an investigation into whether the Union could legally occupy the premises that the Respondent, in its formal bargaining posture, was willing to continue to provide. This interfered with and coerced the employees who were the Union's negotiators in the exercise of their right to assist the Union, in violation of section 7116(a)(1).

The alleged section 7116(a)(5) and (1) violation is a more complicated matter. The Union negotiators testified that Flowers' threat caused them to abandon their original proposal and to settle for some enhancements to their existing facility. I credit this testimony in part, because the statement that I find it fair to characterize as a threat probably did influence their bargaining posture. On

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Even if I were to consider, in connection with Flowers' statement about moving Craven, the unalleged incident in which Flowers, shortly thereafter, is supposed to have told Craven to move his possessions out of his previous work unit, I would find the combined effect of this conduct to be insufficient to establish an overall pattern of bad faith bargaining. The Respondent's post-negotiation reassignment of Craven to another unit, on which the General Counsel also seeks to rely on at this stage, has no bearing on the issue of bad faith bargaining.

the other hand, they were undoubtedly influenced also by the improvements in the existing facility that the Respondent offered and that they ultimately accepted.

As noted above in connection with Case No. DA-CA-90755, bad faith bargaining is a conclusion that must be based on the totality of the circumstances. Thus, with the exception of certain conduct that may be considered to constitute a *per se* violation of the duty to bargain, individual acts of bargaining conduct, such as withdrawal of a tentative agreement, or of a previous proposal, can be evidence of bad faith but must be considered in light of all other relevant circumstances. *See Army and Air Force Exchange Service*, 52 FLRA 290, 304 (1996).

Flowers' improper linkage of the Union's bargaining position with the risk that it might be removed to an inferior office facility was not representative of the Respondent's overall behavior during this extended period of negotiations. From all indications, it would appear that the management negotiating team, including Flowers, otherwise conducted itself within accepted norms.

The parties negotiated over more than 300 proposals and ultimately reached a new local supplemental agreement (Tr. 111-12, Resp. Exh. 7). During the period of negotiations, management agreed to request the assistance of the Authority's Collaboration and Alternative Dispute Resolution Office (CADRO) to resolve the underlying issue concerning reassignment of employees, over which a negotiability dispute had arisen, and, with CADRO's assistance, promptly reached an agreement (Tr. 43-44, Resp. Exh. 5)[8] This action on management's part, as one example, is much more consistent with a sincere resolve to reach a collective bargaining agreement than with a resolve to do otherwise. Thus, even after considering Flowers' unlawful September 14 statement and his earlier August 3, unlawful statement about moving Craven to the camp, and, for sake of argument, his ordering Craven to move his possessions, the totality of the Respondent's conduct during these negotiations did not, in my opinion, constitute bad faith bargaining.

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[8] I take official notice of the fact that use of the CADRO program is voluntary.

Accordingly, it is recommended that the Authority issue 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, the Department of Justice, Federal Correctional Institution, El Reno, Oklahoma, shall:

1. Cease and desist from:

(a) Making statements to employees to the effect that they may be moved from their duty stations because the negotiations in which they are participating are taking too long.

(b) Making statements to employees negotiating on behalf of the American Federation of Government Employees, Local 171, the exclusive representative of certain of its employees, to the effect that the Union's present office space could be taken away if it continued to demand new office space.

(c) In any like or related manner, interfering with, restraining, or coercing our 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 Statute:

(a) Post at its facilities where bargaining unit employees represented by the American Federation of Government Employees, Local 171 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 Warden, U.S. Department of Justice, Federal Correctional Institution, El Reno, Oklahoma, 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.

(b) Pursuant to section 2423.41(e) of the Authority's Rules and Regulations, notify the Regional Director, Dallas 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 herewith.

IT IS FURTHER ORDERED, that except as specifically found above, all other allegations of the complaints in Case Nos. DA-CA-90755 and DA-CA-90821 are dismissed.

Issued, Washington, DC, August 30, 2000.

_____

ELI NASH, JR.
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 Justice, Federal Correctional Institution, El Reno, Oklahoma, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT make statements to employees to the effect that they may be moved from their duty stations because the negotiations in which they are participating are taking too long.

WE WILL NOT make statements to employees negotiating on behalf of the American Federation of Government Employees, Local 171, the exclusive representative of certain of its employees, to the effect that the Union's present office space could be taken away if it continued to demand new office space.

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.

_____

(Respondent/Agency)

Dated:_____
By:_____
(Signature) (Warden)

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, Dallas Regional Office, whose address is: 525 Griffin Street, Suite 926, Dallas, TX 75202 and whose telephone number is: (214)767-4996.

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION**, issued by ELI NASH, JR., Administrative Law Judge, in Case Nos. DA-CA-90755 & DA-CA-90821, were sent to the following parties:

CERTIFIED MAIL & RETURN RECEIPT **CERTIFIED NOS**:

Melissa McIntosh, Esquire P168-060-211
William Kirsner, Esquire
Federal Labor Relations Authority
525 Griffin Street, Suite 926
Dallas, TX 75202

Steve Simon, Esquire P168-060-212
Federal Bureau of Prisons
320 First Street, NW, Rm. 726
Washington, DC 20534

Sam Craven, Vice President P168-060-213
AFGE, Local 171
P.O. Box 1000
El Reno, OK 73036

REGULAR MAIL:

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

_____

CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: AUGUST 30, 2000

WASHINGTON, DC