

UNITED STATES OF AMERICA

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

UNITED STATES ARMY INTELLIGENCE CENTER AND FORT HUACHUCA FORT HUACHUCA, ARIZONA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1662 Charging Party/Union	Case No. DE-CA-70033

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. §§ 2423.26(c) through 2423.29, 2429.21 through 2429.25 and 2429.27.

Any such exceptions must be filed on or before JULY 21, 1997, 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: June 19, 1997
Washington, DC

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

MEMORANDUM

DATE: June 19, 1997

TO: The Federal Labor Relations Authority

FROM: GARVIN LEE OLIVER
Administrative Law Judge

SUBJECT: UNITED STATES ARMY INTELLIGENCE
CENTER AND FORT HUACHUCA
FORT HUACHUCA, ARIZONA

Respondent

and

Case No. DE-

CA-70033

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 1662

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

**FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C.**

UNITED STATES ARMY INTELLIGENCE CENTER AND FORT HUACHUCA FORT HUACHUCA, ARIZONA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1662 Charging Party/Union	Case No. DE-CA-70033

George Reyes
Captain Alexander Thompson
Counsel for the Respondent

Herbert D'Albini
Representative of the Charging Party

Michael Farley
Counsel for the General Counsel, FLRA

Before: GARVIN LEE OLIVER
Administrative Law Judge

DECISION

Statement of the Case

The issue in this case is whether the Respondent committed an unfair labor practice in violation of section 7116(a)(1) and (2) of the Federal Service Labor-Management Relations Statute (the Statute), 5 U.S.C. §§ 7116(a)(1) and (2), when it prohibited a Union steward from acting in her individual capacity as a personal representative of a friend, a personnel staffing specialist and non-bargaining unit employee.

For the reasons explained below, I conclude that the Respondent did not commit an unfair labor practice and recommend that the complaint be dismissed.

A hearing was held in Tucson, Arizona. The Respondent, Charging Party, and the General Counsel 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 General Counsel filed helpful briefs, and the proposed findings have been adopted where found supported by the record as a whole. 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

The American Federation of Government Employees (AFGE), Local 1662, serves as the exclusive representative of a bargaining unit of certain employees who work for the Respondent, the United States Army Intelligence Center and Fort Huachuca, Fort Huachuca, Arizona. Herb D'Albini is the President of the Union, AFGE, Local 1662.

During approximately 1986-1994, Mary Christine (Chris) English worked as an equal employment opportunity specialist within Respondent's equal employment opportunity (EEO) office. In her capacity as an EEO specialist, English was the affirmative employment program manager, and she managed two special emphasis programs (the Hispanic employment program, and the federal women's program). While holding this position in the EEO office, English also provided EEO counseling and training to managers and employees, and she advised management officials concerning EEO matters. For about the last two years English has worked for Respondent as a program analyst, a position within the bargaining unit represented by AFGE, Local 1662. She has served as a Union steward since approximately April 1996 and as the Union's fair practice coordinator since approximately early March 1997. English's name appears on a list of stewards furnished periodically to management by the Union. The list is posted so that employees will know which steward to contact for assistance and management will also know the identities of employees who serve as Union representatives.

Prior to January 3, 1997, when she retired involuntarily, Maria Trosper worked as a personnel staffing

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Trosper has appealed her involuntary retirement to the Merit Systems Protection Board (MSPB). She is seeking reinstatement so that she may be eligible to take advantage of some retirement incentives. Union president D'Albini is scheduled to be a witness at Trosper's MSPB hearing to testify concerning a manager's comment regarding Trosper which D'Albini reported to Trosper.

specialist in Respondent's civilian personnel office. As a personnel staffing specialist, Trosper helped administer recruitment and placement actions. She provided staffing services and advice to management and made personnel decisions affecting bargaining unit employees. She advised management on selection criteria for positions, known as knowledge, skills, and abilities, and of the appropriate recruitment sources. She was in a position to have access to information generally held confidential by management, including crediting plans for positions, official personnel files of all employees, and, as necessary, management planning for downsizing, reductions in force, and reorganizations. In this position, Trosper was excluded from the bargaining unit by section 7112(b)(3) of the Statute as "an employee engaged in personnel work in other than a purely clerical capacity."

English and Trosper had occasionally worked together while English was assigned to the EEO office. They also shared a long-standing personal friendship of some 20 years. They visited in each other's homes, had lunch together, and talked on the telephone.

On or about July 26, 1996, Trosper had a discussion with her second-level supervisor concerning Trosper's belief that she was being subjected to stressful working conditions. Following this discussion, Trosper remained dissatisfied and decided to discuss her work-related problems with Dan Valle, the Respondent's director of human resources.

In anticipation of a meeting with Valle, Trosper contacted English on or about July 29, 1996, and asked English to accompany her to the meeting with Valle. Trosper contacted English because she believed English was an expert in EEO matters and a trusted friend. Both Trosper and English anticipated that English would attend the meeting in order to provide personal representation, moral support, and act as a witness. English agreed to do so. At no time did Trosper or English propose or suggest that English act in her capacity as a Union representative on behalf of Trosper. An appointment was then made for Trosper to meet with Valle on August 1, 1996.

Prior to the meeting with Valle, English contacted Herb D'Albini, President of AFGE, Local 1662, and asked whether he saw anything improper in her representing a friend that worked in the civilian personnel office. In response, D'Albini advised English that he did not see any problem provided English made it clear that she was acting as a personal representative and not as a Union representative.

Trosper, accompanied by her husband and English, met with Valle in his office on August 1, 1996. During the meeting, English explained to Valle that she was acting as Trosper's personal representative and friend. English did not mention her position as a Union steward, and Valle did not ask her about it, nor did he raise any objections to her presence. In fact, Valle was not aware of the fact that English was a Union steward. When English attends a meeting in her role as a Union steward, she normally wears her Union badge and introduces herself as a Union representative. English did not take any of these steps during the meeting with Valle.

During the meeting with Valle, Trosper described the problems she was experiencing in her work, including her belief that she was being assigned more work than her co-workers, but receiving less support. English participated during this meeting and pointed out that if one employee is being treated differently than the others, then that would serve as a basis for discrimination. English suggested that Trosper be reassigned to a different supervisor. Valle stated that he would look into the matter and get back to them.

During the week following this meeting, Carol Prater, then the Respondent's civilian personnel officer, made arrangements to meet with Trosper to discuss her problems. As with her meeting with Valle, Trosper requested English to accompany her during the anticipated meeting with Prater, and English agreed. Both Trosper and English anticipated that English would attend the meeting with Prater in order to provide personal representation, moral support, and to act as a witness. At no time did Trosper or English propose or suggest that English act in her capacity as a Union representative on behalf of Trosper.

Trosper, accompanied by English, met with Carol Prater in her office on or about August 8, 1996. English had never met Prater before. Prater stated that she did not know why English was at the meeting, but that she guessed it was O.K. At that point, English explained that she was there as Trosper's friend, her personal representative, and to act as a witness and for moral support. English made no suggestion that she was attending in any Union capacity. Prater did not object to English's presence, and the meeting began.

During the meeting with Prater, Trosper described her difficulties at work, her heavy work-load, her fear that some disciplinary action might be pending against her, and alleged that she was receiving a lack of assistance and

information in the performance of her duties. In response, Prater asserted that the work was evenly distributed, that Trosper's views were unfounded, and that Trosper was responsible for her own difficulties at work. English spoke in defense of Trosper and suggested that Trosper was being subjected to discriminatory treatment. English proposed that Trosper be reassigned to a different supervisor. Prater said that she would talk to Trosper's supervisors concerning providing her additional support.

Approximately 30 minutes after the meeting concluded, English received a telephone call from Prater. Prater advised English that an issue had been raised concerning a conflict based on English representing Trosper, and English being a Union representative. During this conversation, English stated that she never identified herself as a Union representative or steward and represented Trosper because she was her friend. Prater told English that management was going to check on this matter.

By letter dated August 22, 1996, Andrea Krawczyk, labor relations specialist, informed Herb D'Albini, president of AFGE, Local 1662, that English would not be permitted to represent Maria Trosper. D'Albini received this letter on or about August 22, 1996, and copies of the letter were also provided to Trosper and English's second-level supervisor. Specifically, the letter stated, in part, as follows:

It has come to my attention that Ms. Chris English, a Steward for AFGE, Local 1662 is representing Ms. Maria Trosper, a personnel specialist as a personal representative. It is clear that this poses a conflict of interest, and therefore, cannot be permitted. {G.C. Exh. 2}.

By letter to Krawczyk dated August 23, 1996, D'Albini stated, in part: "English has acted on her own time and outside the realm of the Union to represent Trosper." (G.C. Exh. 3).

Shortly thereafter, Trosper advised English of the letter and gave her a copy. English confirmed that her second-level supervisor had also received a copy of the letter and concluded that management was no longer going to permit her to represent Trosper. English then contacted

Trosper and told her that she could no longer represent her.²

Al Buhl, acting civilian personnel officer, authorized Krawczyk's letter. Buhl testified that this policy is currently in effect, and that it has not been rescinded or altered. As explained by Buhl, management's policy was not based on any objection concerning Maria Trosper having a personal representative during her meetings with management. In fact, according to Buhl, "[P]rovided there wasn't a conflict . . . [s]he's entitled by law to have a representative,"³ and a non-Union representative acting on behalf of Trosper would have been permitted, in duty status, to represent Trosper in her meetings with management. (Tr. 146-47).

According to Buhl, in the event that English was not a Union representative, she would have been able to represent Trosper, and management would have raised no objections. Buhl testified that the conflict of interest caused by English representing Trosper was general in nature and was not based on any actual or suspected disloyalty or untrustworthiness on Trosper's part. It is due to the conflict of interest caused by the nature of Trosper's duties as a staffing specialist in the civilian personnel office. Her access to confidential management information would create the presumption that the relationship could cause Trosper to feel some sense of gratitude to the Union and, therefore, provide confidential information or assistance to the Union. Buhl stated that the perception of such a relationship would also erode the confidence of managers in the advice she provided to them on behalf of the personnel office. Buhl stated that the prohibition on representation of a personnel staffing specialist by an employee who held the status of a Union representative would apply to any employee. Management would enforce this prohibition on representation in various ways, including involving the Union, refusing to meet with the employee and the representative, and, possibly, by taking action through the chain of supervision of the employee serving as a representative.

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English discontinued her personal representation of Trosper with the exception of later appearing as Trosper's personal representative on October 28, 1996, before an EEO counselor, and with the specific permission of the EEO counselor, in connection with an EEO complaint that Trosper had filed.

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No specific law or regulation was cited or provided for the record.

Discussion and Conclusions

Positions of the Parties

The General Counsel alleges that Respondent's prohibition of Chris English, a Union steward, from acting in her individual capacity as a personal representative for Maria Trosper, a personnel staffing specialist and non-bargaining unit employee, based solely on consideration of English's status as a Union representative, discriminated against her with respect to a condition of employment in violation of section 7116(a)(1) and (2) of the Statute. The General Counsel contends that the opportunity for English to act in her individual capacity as a personal representative involved a condition of employment under the Authority's definition of condition of employment, and the evidence revealed no legitimate justification for the Respondent's action. According to the General Counsel, it was made plain that English was not acting as a Union representative. Therefore, there is no reason to believe Trosper would feel any debt of gratitude toward the Union as a result of English's personal representation. Further, the fear that Trosper would pass confidential information to the Union is unfounded because the Union uses its statutory procedure to obtain information, disciplinary safeguards are in place if Trosper should do so, and management acknowledges that it has no reason to doubt Trosper's loyalty or trustworthiness. Thus, the General Counsel contends, there was no actual conflict of interest. The General Counsel claims that the Respondent's fear of the appearance of a conflict of interest is also unfounded. According to the General Counsel, this is because English distanced herself from any Union connection, and the limited nature of her representation amounted to little more than holding her friend's hand.

The Respondent contends that it did not commit an unfair labor practice and the Statute, case law, and the collective bargaining agreement allowed the agency to take the action at issue. The Respondent claims that since Trosper is not a member of the unit, and the Union only has the right to represent employees with respect to conditions of employment of members of the unit, the matters here involved do not concern conditions of employment of bargaining unit employees. Respondent states that the fact that Ms. English sought to represent Trosper in her personal capacity does not change the fact that English is still a Union steward and, as an agent, is subject to the Union's legal restrictions. Respondent claims that to accept the General Counsel's argument that English could represent Trosper in a personal capacity would

mean the agency would be forced to accept the real possibility that one of its employees would be a potential fifth column in its ranks. Consequently, the sharp line recognizing the conflict of interest between management and labor would become blurred and virtually meaningless.

The Statute

Section 7116(a) (1) of the Statute provides that it shall be an unfair labor practice for an agency to interfere with, restrain, or coerce any employee in the exercise of any right provided by the Statute. Consistent with the findings and purpose of Congress as set forth in section 7101, section 7102 of the Statute sets forth certain employee rights including the right to form, join, or assist any labor organization freely and without fear of penalty or reprisal and that each employee shall be protected in the exercise of such right. Such right includes the right to act for a labor organization in the capacity of a representative. Section 7116(a) (2) of the Statute provides that it shall also be an unfair labor practice for an agency to encourage or discourage membership in any labor organization by discrimination in connection with hiring, tenure, promotion, or other conditions of employment.

The Authority's Analytical Framework

Under the Authority's analytical framework for resolving complaints of alleged discrimination under section 7116(a) (2) of the Statute, the General Counsel has, at all times, the overall burden to establish by a preponderance of the evidence that: (1) the employee against whom the alleged discriminatory action was taken was engaged in protected activity; and (2) such activity was a motivating factor in the agency's treatment of the employee in connection with hiring, tenure, promotion, or other conditions of employment. Where the respondent offers evidence that it took the disputed action for legitimate reasons, it has the burden to establish, by a preponderance of the evidence, as an affirmative defense that: (1) there was a legitimate justification for its action; and (2) the same action would have been taken even in the absence of protected activity. United States Air Force Academy, Colorado Springs, Colorado, 52 FLRA 874, 878-89 (1997) (Air Force Academy).

Protected Activity - Motivation

The General Counsel established, and it is undisputed, that English was engaged in protected activity as a Union steward and that this protected activity was a motivating

factor in the Respondent's treatment of the employee, that is, refusing to allow her to act in an individual capacity as a personal representative of Trosper, a non-bargaining unit employee.

Condition of Employment

Applying the statutory definition of "conditions of employment," and the Authority's interpretation of that definition, to the present case leads to the conclusion that the opportunity for a bargaining unit employee to act as a personal representative for a non-bargaining unit employee in meetings with management is a condition of employment. "Conditions of employment" are defined in 5 U.S.C. 7103(a) (14) as "personnel policies, practices, and matters, whether established by rule, regulation, or otherwise, affecting working conditions[.]" Section 7103(a) (14) (C) excepts from the definition of conditions of employment personnel policies, practices, and other matters to the extent that they are "specifically provided for" by Federal statute. The Respondent has not identified any statutory provision that specifically provides for employee representation in these circumstances. In deciding whether a matter involves a condition of employment of bargaining unit employees, the Authority considers whether: (1) the matter pertains to bargaining unit employees; and (2) the record establishes that there is a direct connection between the matter and the work situation or employment relationship of bargaining unit employees. See American Federation of Government Employees, Local 3013 and U.S. Department of Defense, National Guard Bureau, Maine Air National Guard, Augusta, Maine, 40 FLRA 203, 205 (1991); Antilles Consolidated Education Association and Antilles Consolidated School System, 22 FLRA 235, 237 (1986).

The record reflects that management has a personnel policy of allowing a bargaining unit employee to act as a personal representative for a non-bargaining unit employee in meetings with management. The acting civilian personnel officer testified that the non-bargaining unit employee is entitled to have a representative and a bargaining unit employee, who was not a Union representative, would have been permitted, in duty status, to represent Trosper in her meetings with management. (Tr. 146-47). Thus, the matter pertains to bargaining unit employees. There is a direct connection between the matter and the work situation or employment relationship of bargaining unit employees as management would generally permit an employee to provide such representation. Management would also allow such representation while in a duty (paid) status. Cf. Department of the Army, Fort Riley, Kansas, 26 FLRA 222, 239

(Ft. Riley) (Official time was a condition of employment under EEO regulations, was not precluded by the negotiated agreement, and agency violated Statute by denying Union steward such time as the personal representative of a non-bargaining unit employee). Compare Nuclear Regulatory Commission, 17 FLRA 972 (1985) (agency had no obligation to bargain concerning the role of the union, if any, in agency procedures to challenge supervisory selections; therefore, the agency did not violate the Statute by terminating the alleged past practice of allowing union stewards to represent employees as personal representatives in supervisory selection grievances).

The Respondent's Defenses

It remains to be determined whether the Respondent has demonstrated a legitimate justification for its action. Air Force Academy, 52 FLRA at 891. The Respondent's sole justification for its action is the conflict of interest posed by English's representation of Trosper in a personal capacity in view of English's status as a Union steward. Section 7120(e) of the Statute clearly provides that a conflict of interest or apparent conflict of interest can disqualify an employee from acting as a representative of a labor organization.⁴ In order to determine whether the proscription in section 7120(e) applies in a given case, a respondent's "conduct must be judged by the reasonableness of its actions in all the circumstances." Department of Health, Education and Welfare, Region VIII, Denver, Colorado, and Social Security Administration, Denver District, Denver, Colorado, 6 FLRA 628, 638 (1981) (HEW) (agency did not violate Statute by terminating the appointment of a union vice president as an equal employment opportunity officer, noting no evidence of anti-union

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Section 7120(e) of the Statute provides:

This chapter does not authorize participation in the management of a labor organization or acting as a representative of a labor organization by a management official, a supervisor, or a confidential employee, except as specifically provided in this chapter, or by an employee if the participation or activity would result in a conflict or apparent conflict of interest or would otherwise be incompatible with law or with the official duties of the employee.

Respondent also relies upon a comparable provision of the collective bargaining agreement, Article 6, Section 3 (Respondent's Exhibit 1).

motivation and no doubt of the legitimacy of the anticipated conflict of interest).

Trosper is a personnel staffing specialist in the Respondent's civilian personnel office, an employee excluded from the bargaining unit by section 7112(b)(3) of the Statute as "an employee engaged in personnel work in other than a purely clerical capacity." By definition a "position is excluded under section 7112(b)(3) when the character and extent of involvement of the incumbent is more than clerical in nature and the duties of the position in question are performed in a nonroutine manner or are of such a nature as to create a conflict of interest between the incumbent's union affiliation and job duties." U.S. Department of the Army, Headquarters, 101st Airborne Division, Fort Campbell, Kentucky and American Federation of Government Employees, Local 2022, 36 FLRA 598, 602 (1990) (emphasis added, citations omitted).

While English conscientiously attempted to separate her personal representation of Trosper from her position as Union steward and to dispel any impression that she was acting on behalf of the Union, I agree with Respondent that her efforts were unavailing. Given that the Union cannot represent employees outside its unit, the same legal restrictions were applicable to its agent, English.

To accept the General Counsel's argument that English (and presumably other Union officials) could maintain a Union position while acting in a personal capacity for management personnel would provide the Respondent no protection at all in conflict of interest situations and render the prohibition meaningless. English is a Union steward and publicly identified as such. She is normally an adversary of management and an advocate for bargaining unit employees. Trosper, on the other hand, as a personnel staffing specialist, makes personnel decisions affecting bargaining unit employees, and must have the trust, confidence, and respect of managers in order for them to believe that she is providing them sound information and advice. I agree with the Respondent that to allow English, a Union steward, to represent Trosper before management officials in a personal capacity would cause them to believe that her work performance may be clouded by such a close association with the Union and that her decisions, consciously or unconsciously, may be influenced by a desire to advance the interests of the Union rather than the best interests of management. Requiring management to endure this situation in light of the conflict of interest provision would not be an interpretation "consistent with the requirement of an effective and efficient Government,"

as required by section 7101 of the Statute. Cf. Alberio v. Hampton, 433 F. Supp. 447 (D.P.R., 1977) (Federal Employee Appeals Authority properly determined that a conflict of interest would exist should a union official be allowed to personally represent a federal supervisor whose subordinates are members of the union); Arnstein v. Dep't of the Army, 10 M.S.P.R. 515, 517-18 (1985) (Supervisors' functions were such that it was reasonably foreseeable that the supervisors represented by the bargaining unit's representative might have their judgment compromised in the future were they successful in the appeal and returned to supervisory functions; therefore, conflict of interest existed).

I agree with the Respondent that English's status as a Union steward created a conflict or apparent conflict of interest precluding her from acting as a personal representative for Trosper. As in HEW, there is no evidence of anti-union motivation and no doubt of the legitimacy of the stated reason, the anticipated conflict of interest. I find the cases of Department of the Army, Fort Riley, Kansas, 26 FLRA 222 (Ft. Riley) and Immigration and Naturalization Service, El Paso District Office, ALJ Dec. Rep. No. 79, (Case Nos. 6-CA-70304 and 70305, Nov. 2, 1988) (INS), cited by the General Counsel, to be inapposite. As noted, in Ft. Riley it was held that official time was a condition of employment under EEO regulations, was not precluded by the negotiated agreement, and the agency violated the Statute by denying a union steward such time as the personal representative of a non-bargaining unit employee. However, a conflict of interest issue was not involved in the case. In INS it was concluded that the agency violated the Statute when it generally prohibited union officials from serving as acting supervisors where the acting supervisor did not have access to confidential information or process grievances and no other conflict or apparent conflict of interest was established by the record. Here Trosper has confidential duties which pose a conflict with her choosing a Union steward as her personal representative. Cf. Directorate of Maintenance, Manufacture and Repair Production Branch, Warner Robins Air Material Area, Robins Air Force Base, Georgia, 4 A/SLMR 191 (1974) (where person detailed as supervisor dealt with union and employee grievances and performed all the duties of a supervisor, requirement that shop steward give up his shop steward duties for the period he would serve as supervisor did not violate section 19(a) (1) and (2) of Executive Order 11491, as amended).

Accordingly, it is concluded that a preponderance of the evidence does not establish that the Respondent violated section 7116(a) (1) and (5) by prohibiting English from continuing to serve as a personal representative of Trosper

due to English's status as a Union steward, and it is recommended that the Authority issue the following Order:

ORDER

The Complaint is dismissed.

Issued, Washington, DC, June 19, 1997

GARVIN LEE OLIVER
Administrative Law Judge

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by GARVIN LEE OLIVER, Administrative Law Judge, in Case No. DE-CA-70033, were sent to the following parties in the manner indicated:

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Dated: June 19, 1997
Washington, DC