

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

MEMORANDUM

DATE: June 30, 1997

TO: The Federal Labor Relations Authority

FROM: SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF VETERANS
AFFAIRS, WESTERN NEW YORK
HEALTHCARE SYSTEM, BUFFALO,
NEW YORK

Respondent

and

Case No. BN-CA-60305

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 200-C

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, WESTERN NEW YORK HEALTHCARE SYSTEM, BUFFALO, NEW YORK Respondent	
and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200-C Charging Party	Case No. BN-CA-60305

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 30, 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: June 30, 1997
Washington, DC

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

U.S. DEPARTMENT OF VETERANS AFFAIRS, WESTERN NEW YORK HEALTHCARE SYSTEM, BUFFALO, NEW YORK Respondent	
and SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 200-C Charging Party	Case No. BN-CA-60305

Richard Billger
For the Respondent

Peter F. Dow, Esq.
For the General Counsel
of the FLRA

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

Based upon an unfair labor practice charge filed, and amended, by the Charging Party, Service Employees International Union (SEIU), Local 200-C (SEIU Local 200-C or Union), a Complaint and Notice of Hearing was issued on behalf of the General Counsel (GC) of the FLRA by the Acting

Regional Director for the Boston Region of the FLRA. The complaint, as amended, alleges that U.S. Department of Veterans Affairs, Western New York Healthcare System, Buffalo, New York (VA Buffalo and Respondent) violated § 7116(a)(1) and (2) of the Statute¹ on or about April 21, 1996 and April 28, 1996 when it implemented its decision to contract out the switchboard operation² at its Buffalo facility because of grievances filed in June 1995 by a switchboard/telephone operator. VA Buffalo filed an Answer denying it had violated the Statute.

A hearing was held in Buffalo, New York, at which 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 Buffalo 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

Respondent is an Agency within the meaning of § 7103(a)(3) of the Statute. SEIU Local 200-C is a labor organization within the meaning of § 7103(a)(4) of the Statute.

Employees at VA Buffalo's Buffalo Medical Center (Buffalo facility) are exclusively represented by SEIU. SEIU Local 200-C is the agent of SEIU for purposes of representing the employees at the Buffalo facility.

For many years prior to the events that are the subject of this case, VA Buffalo employed telephone operators to staff its switchboard operation at the Buffalo facility. The telephone operators were in the unit represented by SEIU. The switchboard operation was part of VA Buffalo's Medical Administration Service (MAS).

¹

At the hearing in this matter the complaint was amended, with the agreement of all parties, to delete an allegation that VA Buffalo violated § 7116(a)(1) and (5) of the Statute.

²

Also referred to as telephone operation.

Richard Droske has been Director of the Buffalo facility for about 10 years and has been Director of the VA's facility in Batavia, New York since the Spring of 1995, after it was consolidated with VA Buffalo³. He made the final decision to contract out the telephone operation, relying on the recommendation of his subordinates.

Ruth Kennedy was the first line supervisor of the telephone operators at the Buffalo facility from January 1990 until April 28, 1996, on which date VA Buffalo completed the contracting out of the switchboard operation. Since April 28, 1996, Kennedy has had the responsibility for overseeing the contractor's operation. Prior to becoming the supervisor, Kennedy worked as a telephone operator at VA Buffalo. Her combined experience with the switchboard operation at VA Buffalo totals 19 years. At the time of the contracting out, and prior thereto, in addition to Kennedy, there were four full time telephone operators, four full time employee operators, and one temporary operator, at the Buffalo facility.⁴

The switchboard was operated 24 hours a day, 365 days a year, and handled up to 8,000 calls per week. A lot of telephone calls went unanswered because the switchboard was understaffed. Also there were complaints that calls rang 30 to 50 times before it was answered or the caller hung up. The switchboard should have operated 18,000 operator hours a year, but was actually running 10,000 to 11,000 operator hours per year, because of its limited staffing.

B. Exploration of contracting out switchboard operation

William Feeley became the Associate Medical Center Director at the Buffalo facility in October 1994. Within the first eight to ten weeks after Feeley's arrival at the Buffalo facility, a task force was established to reduce the number of full time equivalent employees (FTEEs or FTEs). Feeley also directed Victor Heinrich, Respondent's Chief of Acquisition and Material Management, to explore contracting out options within the organization. VA Buffalo was under pressure to reduce its number of FTEs and there was a budget squeeze on filling new FTEs.

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The Batavia facility had two telephone operators. The switchboard operates 24 hours a day, 365 days a year. The two telephone operators are assisted by medical administrative assistants (MAAs).

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Some six or seven months earlier there had been about seven FTE telephone operators.

In February of 1995 Feeley attended a conference where he dealt with Cheryl Corman, Chief of MAS at the VA facility in Manchester, New Hampshire. Corman informed Feeley that VA Manchester was in the process of contracting out the switchboard functions through the Javits Wagner O'Day Act program.

Upon returning from the conference, in March 1995, Feeley directed Fabiane Erb, Chief of MAS at the Buffalo facility, to look specifically into contracting out the switchboard operation in the Buffalo facility.

The report dated April 4, 1995 was issued by the FTEE Task Group 10 or Less. Under "MAS" the report listed the contracting out of the telephone operations as an option to reduce the number of FTEEs.

In early 1995 Jack Martin, the Buffalo facility's Chief of Office Operations, the second level supervisor of the telephone operation, received unsolicited material about the Javits Wagner O'Day Act program from the National Industries for the Blind (NIB). During mid March 1995, Erb instructed Martin to find out what other VA facilities had contracted out their telephone operations. During the middle of April 1995, Erb instructed Martin to start looking into contracting out the telephone operation and the cost benefits of such an action and to prepare and modify a scope of work involving telephone operators to fit local needs, and to look at cost benefits, in preparation to contracting out the telephone operation.⁵

On June 8, 1995, Phyllis Sharp, a telephone operator with 18 years service at the Buffalo facility, filed a grievance under the negotiated agreement over a lack of two 15 minute breaks and a lack of a 10 minute wash-up at the end of the day. On June 16, 1995, Sharp filed a second grievance alleging that VA Buffalo's decision to strictly enforce the telephone operators' 10.5 hour shift was a retaliation for the first grievance. In both grievances Sharp was represented by a steward for SEIU Local 200-C. Management officials at all level of MAS at VA Buffalo were aware of the two grievances when they were filed. They were apparently the first and only grievances involving telephone operators since at least 1990.

Prior to the filing of the two grievances, Martin was in the habit of dropping by the telephone operators' work

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A number of VA Medical Centers in the Northeast and in New York state were engaged in contracting out their telephone operations.

area two or three times a day and was very friendly. In June 1995, after the grievances had been filed, Martin did not visit the telephone operators' work area nearly as often as he had before, sometimes a day or week would go by without a visit, and he was cold and "standoffish".

By middle to late June or early July 1995, Martin, after getting some assistance from a contracting officer, finished the scope of work, so that contracting out the telephone operation could be pursued further. While working on the scope of work, Martin mentioned it to Kennedy that it was a possibility of contracting out the telephone operator work.⁶

On July 24, 1995, Pamela Nicastro became the Business Representative for SEIU and SEIU Local 200-C, with responsibility for representing unit employees at the Buffalo facility. Nicastro's relationship with VA Buffalo's management was "stormy" and "rocky".

In approximately late July 1995, Kennedy met with Nagy in his office to solve a scheduling problem. Because of the grievance Kennedy wanted to make sure that breaks were covered, etc. Nagy told Kennedy that the telephone operators should mind their "P's and Q's" because they could go to contracting out.

In mid August, Erb requested Acquisition and Material Management's (A&MM) assistance in proceeding with contracting out the switchboard operations. A&MM's first question was how many FTEEs were involved.

About a month later, in about late August 1995, Kennedy met with Martin, her immediate supervisor, in his office, and discussed matters resulting from the change of the telephone operators' shifts from ten hours to eight hours,

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Kennedy testified that it was sometime after the August 1995 conversation with Martin and Steve Nagy, Assistant Chief of MAS, that she first heard the rumor concerning possible contracting out the switchboard operation by VA Buffalo, sometime between late August and early October 1995. Martin testified that he advised Kennedy of this possibility while he was working on the scope of work in June. In this situation I credit Martin. I find him a more credible witness, with a clearer recollection, and it also seems likely that Martin's comments to Kennedy might not have registered with her and she did not grasp their import. Also, Kennedy's version was inconsistent with her testimony that contracting out was mentioned to her during July 1995 meeting. I conclude that Martin's version is more consistent with the surrounding circumstances.

and the two weeks notice required for such a change. Nagy, walking by Martin's office, overheard the conversation and came in and told Kennedy that the operators work could be contracted out and they should be a bit mindful of the situation.

During August or September 1995, Martin was instructed by Erb to prepare cost figures for contracting out the switchboard operation. It was completed in late September or October 1995.

On or about September 12, 1995, Nicaastro, on behalf of SEIU Local 200-C, received a letter from Erb informing the Union of VA Buffalo's intention to contract out the switchboard operation. In mid and late September Nicaastro asked Erb to bargain about the impact and implementation of the change.

A meeting was held on October 4, 1995. Nicaastro, Erb, Martin, and Labor Relations Specialist John Quagliana met in the MAS conference room for about 30 minutes. Nicaastro asked prepared questions and Martin responded. Martin pointed out the large number of calls that came in a week and that it was almost impossible to handle the work with four FTEs. There were just not enough FTES to handle the work and that there were scheduling problems. I here credit Martin's testimony that Nicaastro became upset and said the work was being contracted out in retribution for the grievances.⁷

At the close of the meeting VA Buffalo's representatives agreed to look further into the scheduling problems and to give it 30 to 45 days to see if a new schedule worked out as a result of the grievances would work.

On November 17, 1995, Nicaastro and Union Vice President Bob LeCastre met with Erb, Quagliana and Nagy. Erb said that VA Buffalo had decided to contract out the telephone operations. Nicaastro asked what had changed since the last

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In this regard I credit Martin's version of the conversation. Although Nicaastro allegedly took notes, I find them less persuasive than Martin's testimony. Further looking at the notes as a whole, and noting people often hear what they wish, I conclude that Nicaastro's notes included her own conclusion as to why the work was contracted out. In this regard I note Nicaastro's notes, allegedly made during the meeting, were not offered in evidence. Martin's version of what was said is also more consistent with the testimony of other witnesses.

meeting and Erb responded that nothing had changed. No further explanation was given. At this point Nicastro admits telling the management representatives that this was in retribution for the grievances.

In December 1995, Nagy advised Nicastro that the contracting out was being done to achieve cost savings of ten to fifteen percent. By letter dated December 15, 1995 Erb provided Nicastro with projected cost figures for the Buffalo and Batavia facilities. Nicastro pointed out some clerical errors in the figures.

In December 1995, Clyde Hubbard, Chief of VA Buffalo's Human Resources Management Service, advised employees that the change was based upon the cost effective realignment of resources.

By letter dated December 29, 1995, Droske advised Congressman Jack Quinn that in the interest of maintaining a high level of service, VA Buffalo was exploring whether contracting out the telephone operation would provide more flexibility in increasing coverage and improving response time with more cost effectiveness.

Notices to the operators, were issued in April 1996, advising them of the contracting out, VA Buffalo gave cost effectiveness as the only reason for the action. The contracting out was completed by April 28, 1996, at which time three of the full time operators had been reassigned and one had retired. The temporary operator's appointment was terminated. The operators that were reassigned lost the opportunity to earn shift differentials for nights and holidays and overtime.

Discussion and Conclusions of Law

The GC of the FLRA alleges that VA Buffalo violated § 7116(a)(1) and (2) of the Statute by contracting out the switchboard operation in the Buffalo facility because two grievances had been filed.

A. Analytical Framework

In *Letterkenny Army Depot*, 35 FLRA 113 (1990) the Authority set out its framework for deciding discrimination cases under § 7116(a)(2) of the Statute. See also, *Department of the Air Force, Warner Robins Air Logistics Center, Warner Robins Air Force Base, Georgia*, 52 FLRA 602, 605, (1996) (*Warner Robins*); *Federal Emergency Management Agency*, 52 FLRA 486, 490 n.2 (1996) (*FEMA*); and *United*

States Air Force Academy, Colorado Springs, Colorado,
52 FLRA 874, 878 (1997) (*Air Force Academy*).

Under the Authority's analytical framework for resolving complaints of alleged discrimination in violation of § 7116(a)(2) of the Statute, the GC of the FLRA 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 treatment of the employee in connection with hiring, tenure, promotion, or other conditions of employment. As a threshold matter the GC of the FLRA must offer sufficient evidence on these two elements to withstand a motion to dismiss. However, satisfying this threshold burden establishes a violation of the Statute only if the respondent offers no evidence in its defense. The respondent 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. *Air Force Academy*, at 878-79 and *Warner Robins*, at 605.

B. The *Prima Facie* Case

Applying this analytical framework to the subject case is somewhat awkward. If the GC of the FLRA's case is taken in isolation, without considering evidence to the contrary, it would withstand a motion to dismiss.

Telephone operator Sharp engaged in activity protected by the Statute when, in June 1995, when she filed the two grievances under the collective bargaining agreement.

Soon after the grievances were filed VA Buffalo notified the Union that it was seriously considering contracting out the telephone operation and it did so. This timing is suspicious and is evidence that the protected activity was a motivating factor for the agency's decision. See *U.S. Department of Veterans Affairs Medical Center, Northampton, Massachusetts*, 51 FLRA 1520 (1996) (*VA Northampton*); *Department of Agriculture, Forest Service, Frenchburg Job Corps, Mariba, Kentucky*, 49 FLRA 1020 (1994); and *U.S. Customs Service, Region IV, Miami District, Miami, Florida*, 36 FLRA 489 (1990).

Additionally, Nagy's threat on October 4, 1995, as testified to by Nicastro, that scheduling problems, relationship with staff and the number of grievances were the reasons for subcontracting the telephone operation. If

credited, Nicastro's testimony established a discriminatory motivation for VA Buffalo's decision to contract out the telephone operation.

In light of the foregoing, I conclude that GC of the FLRA has established, if the evidence he has offered is fully credited, that VA Buffalo decided to contract out the telephone operation for discriminatory reasons and in violation of § 7116(a)(2) of the Statute. Thus, I conclude the GC of the FLRA has made the required *prima facie* showing as required by *Letterkenney* at 118. Accordingly I must now analyze the record to determine, with respect to VA Buffalo, whether (1) there was a legitimate justification for the action; and (2) the same action would have been taken even in the absence of protected activity. *Letterkenney* at 118.8

C. Reasons for Contracting Out the Switchboard

In looking at the record herein, as a whole, I conclude that VA Buffalo decided to subcontract the telephone operation at the Buffalo facility because of the limit on FTEs and because it decided it could operate the telephone service more efficiently, providing better service, by contracting it out than it could with the four FTEs. I conclude further that the filing of the grievances was not a motivating factor for the agency's decision. Thus, as discussed below, I conclude this is neither a "mixed motive" nor a "pretext" case.

In examining VA Buffalo's motivation in deciding to contract out the telephone service I note that I did not credit Nicastro's testimony that Martin, at the October 4, 1995 meeting, that at least one of the reasons was the number of grievances. Rather I credit Martin that he did not make that statement, but rather Nicastro did. Thus, I find that while VA Buffalo was stating that the scheduling problems and the small number of FTEs employed as telephone operators to staff the operation full time, Nicastro then drew the relationship between the scheduling problems and the grievances, which also dealt with the scheduling problems.

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I note that the Authority, on occasion, skips the first step of this analysis, *i.e.*, whether the GC of the FLRA established a *prima facie* case, when the Authority is satisfied that respondent had a legitimate justification for its action and that it would have taken the same action in the absence of protected activity. *Warner Robins* at 605; and *Air Force Academy* at 879. It is not clear that an ALJ can apply such an approach. Thus, I have attempted to apply the full *Letterkenney* analysis.

Feeley came to VA Buffalo in October 1994, and in a couple of months a task force was established to reduce the number of FTEs. He also instructed the Chief of Acquisition and Material Management to look into contracting out options within VA Buffalo. The task force report dated April 4, 1995 listed , as an option under MAS, contracting out the telephone operations.

At about the same time, in March 1995, Feeley also became aware, at a conference, that the VA facility in Manchester, New Hampshire was in the process of contracting out the switchboard functions. In March, Feeley instructed Erb to look into contracting out the telephone operation. In March 1995, well before the filing of the grievances, Erb instructed Martin to work on this project.

Thus, well before the filing of the grievances, VA Buffalo was already seeking a way to deal with the limit on the number of FTEs, the need to keep the telephone operation operating 24 hours a day, seven days a week, and 52 weeks a year. VA Buffalo was already exploring contracting out the telephone operation. By April 1995, Martin was preparing a scope of work for the contracting out.

VA Buffalo was initiating this process which had already been instituted in a number of VA medical centers in the Northeast.

Feeley, soon after arriving at VA Buffalo, became aware of VA Buffalo's budget situation and the pressure to reduce the number of FTEs while, at the same time maintaining the necessary telephone service. There were problems providing this telephone service with only four FTEs, including scheduling problems. In this regard the telephone service at the Buffalo facility handled about 8,000 calls per day.

Thus, I conclude that the preponderance of the credited evidence establishes that VA Buffalo Director Droske, at Feeley's urging, decided that contracting out the telephone operations was the most efficient and effective way of maintaining the necessary level of services, at the most reasonable cost, while at the same time reducing the number of FTEs.

D. No Shifting Explanations

GC of the FLRA argues that representatives of VA Buffalo shifted reasons in explaining the contracting out and that this was evidence of unlawful intent. See, *United States Air Force, Dyess Air Force Base, Texas*, 3 FLRA 809,

819 (1980). Thus, it is argued that Director Droske's statement in his letter to Congressman Quinn that their desire to maintain a high level of service led them to consider contracting out the switchboard operation and they were exploring whether contracting out would provide more flexibility, improve the operation and be cost effective, was pretextual and these reasons lacked merit. I conclude that these proffered reasons were consistent with the surrounding circumstances and the other evidence. The limit on the number of FTEs meant that only four were available to staff the switchboard, and this was leading to scheduling problems and problems in staffing the switchboard. That contracting out might cost more than the existing system does not mean that contracting out would not be more cost effective. Similarly, the fact that the cost analysis had not been completed by the October 4, 1995, meeting, does not mean that VA Buffalo was not anticipating that contracting out would be cost effective.

In light of the above, I conclude that VA Buffalo was not shifting defenses, but was merely expressing the reasons for contracting out the switchboard operation in different terms. The limit on the number of FTEs and the use of contracting out to provide good service while not increasing the number of FTEs is somewhat arcane and difficult to express to the public and to Congress.

Similarly, the GC of the FLRA points to the fact that the cost analysis was not completed until December 1995, contained an error,⁹ and the then cost of contracting out, in fact, cost more than the cost of providing the service "in house", as indicating that VA Buffalo subcontracted out the telephone operation for discriminatory reasons. However, in light of the desire of VA Buffalo to work within its limited number of FTEs in the entire facility, to provide the necessary telephone service, and to do all of this as cost effectively as possible, I find these facts cited by the GC of the FLRA are not inconsistent with VA Buffalo's lawful objectives.

GC of the FLRA also argues that the FTE telephone operators were reassigned and not separated, thus not decreasing the number of FTEs, and that there were other MAS employees that could have been used to man the switch-board, so all necessary service could be provided without contracting out the telephone operation. It is argued that

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It apparently overstated the annual cost of using the FTEs to provide the service by \$29,210.06. I find this cost analysis was apparently originally completed by Martin in October 1995.

this is evidence that saving and reducing the number of FTEs and improving telephone services were not the reasons for contracting out the telephone operation. I find this argument unpersuasive. In fact, by reassigning the telephone operator FTEs elsewhere in the Buffalo facility and by not assigning other MAS FTEs to the telephone operation, VA Buffalo was able to provide more services and staff its facility more fully, without having to hire more FTEs, while maintaining and even improving its telephone operation without using any FTEs.¹⁰

E. No Disparate Treatment

Finally, the GC of the FLRA argues that to the extent the FLRA in *American Federation of Government Employees, AFL-CIO*, 51 FLRA 1427, n.11 at 1439 (1996), requires a showing of disparate treatment to establish a violation of § 7116(a)(2) of the Statute, such disparate treatment is established by the fact that the telephone operation at the Batavia facility had not been contracted out. Batavia's telephone operator employees did not come under the control of VA Buffalo until Spring 1995.

The record herein establishes that a substantial number of other VA medical centers have contracted out their telephone operations, with no showing of any discriminatory motivation. Thus the telephone operators at the Buffalo facility were not treated differently than telephone operators at other facilities.

In light of all of the foregoing I conclude that a preponderance of the evidence establishes that VA Buffalo contracted out the telephone operation at the Buffalo facility because of the pressure to reduce the number of FTEs, to provide good telephone service, and to do all of this in as cost effective way as possible. The record fails to establish by a preponderance of the credited evidence that it was contracted out because two grievances had been

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These separate limitations on agencies on the number of FTEs and on the total budget sometimes lead to these kinds of arcane results where FTEs are saved, or even reduced, by contracting out the work, which may result in no budget savings, or may even result in increased costs.

filed.¹¹ Accordingly, I conclude that VA Buffalo did not violate § 7116(a)(2) and (1) of the Statute and that the complaint in this case should be dismissed.

ORDER

The Complaint in Case No. BN-CA-60305 is dismissed.

Issued, Washington, DC, June 30, 1997

SAMUEL A. CHAITOVITZ
Chief Administrative Law Judge

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I do note that one of the reasons the work was contracted out, the difficulty of scheduling good telephone service, and the subject of the grievances, scheduling breaks, etc, are similar. However, it was not the filing of the grievances that motivated the contracting out; rather, it was motivated by the difficulty in scheduling full telephone coverage with only four FTEs.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by SAMUEL A. CHAITOVITZ, Chief Administrative Law Judge, in Case No. BN-CA-60305, were sent to the following parties in the manner indicated:

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Dated: June 30, 1997
Washington, DC