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

MEMORANDUM DATE: July 18, 2005

TO: The Federal Labor Relations Authority

FROM: ELI NASH
Chief Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF LABOR
WASHINGTON, D.C.

Respondent

and Case No. WA-CA-04-0077

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 12

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 stipulation, exhibits and any briefs filed by the parties.

Enclosures

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

U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 12 Charging Party	Case No. WA-CA-04-0077

NOTICE OF TRANSMITTAL OF DECISION

Pursuant to §2423.26 of the Authority's Rules and Regulations, the above-entitled case was stipulated to the undersigned Administrative Law Judge. 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. §§2423.40-41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **AUGUST 17, 2005**, and addressed to:

Office of Case Control
Federal Labor Relations Authority
1400 K Street, NW, 2nd Floor
Washington, DC 20005

ELI NASH
Chief Administrative Law Judge

Dated: July 18, 2005
Washington, DC

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

U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 12 Charging Party	Case No. WA-CA-04-0077

Gerard M. Greene, Esq.
For the General Counsel

David L. Peña
For the Respondent

Alex Bastani
For the Charging Party

Before: ELI NASH
Chief Administrative Law Judge

DECISION

Statement of the Case

The General Counsel of the Federal Labor Relations Authority (the Authority), by the Regional Director of the Boston Regional Office, issued a Complaint and Notice of Hearing on March 31, 2004, alleging that the U.S. Department of Labor, Washington, D.C. (herein Respondent) violated section 7116(a)(1) and (8) of the Federal Service Labor-Management Relations Statute (herein Statute). Specifically, the Complaint alleges that on November 14, 2003, Respondent refused to schedule an arbitration proceeding in a pending grievance.

Respondent filed an Answer in which it admitted some of the factual allegations but denied that a violation occurred.

A hearing was held in the captioned matter in Washington, D.C. All parties were afforded the full opportunity to be heard, to examine and cross-examine witnesses, and to introduce evidence bearing on the issues involved herein. The Respondent and the General Counsel submitted post hearing briefs which have been fully considered.

Findings of Facts

The American Federation of Government Employees, Local 12, (the Union or Charging Party) holds exclusive recognition for a bargaining unit that includes employees of the Respondent. The Union and the Respondent are parties to a collective bargaining agreement covering employees in that bargaining unit that includes negotiated grievance and arbitration procedures. Article 43 of the collective bargaining agreement, which addresses the negotiated grievance procedure, does not apply to the termination of probationary employees. Jt. Exh. 1, Art. 43, Section 3.b. The agreement does, however, provide that arbitrators "have the authority to make all determinations respecting grievability/arbitrability." Jt. Exh. 1, Art. 44, Section 9.

Brenda Vaughn was employed at the Respondent from December 1994 to October 2003. The record does not provide many details about Vaughn's employment history prior to December 1998 when she was assigned to the position of student trainee (administration) and converted to an excepted service appointment.[1] That appointment was intended to continue through completion of education and study-related work requirements and was in conjunction with Vaughn's pursuit of a bachelors degree at Strayer University. The Notification of Personnel Action (SF-50) that effectuated Vaughn's conversion stated that the agency could noncompetitively appoint Vaughn to a career or career-conditional appointment after successful completion of her educational program and satisfactory completion of career-related work requirements.

Vaughn received her bachelors degree in June 2002 and effective October 6, 2002, was converted to a career

[1] According to Vaughn, she did "administrative work, secretarial work" throughout her employment with the Respondent. Tr. 38. At the time of her conversion she occupied the position of "office automation clerk." Jt. Exh. 2. There is, however, no information about whether Vaughn served a probationary period when she was initially hired.

appointment in the competitive service. An SF-50 documenting this event was approved on August 14, 2003, and shows that the appointment was subject to completion of a one-year initial probationary period beginning October 6, 2002.[2] Jt. Exh. 4. That SF-50 identifies Vaughn's tenure as "permanent." *Id.* Although this SF-50 was submitted into evidence as a joint exhibit, Vaughn stated that she had not received a copy of it.[3] A later SF-50 that was approved on February 3, 2004, with an effective date of October 6, 2002, "corrected" Vaughn's tenure to "conditional." Jt. Exh. 7.

By letter dated October 1, 2003, Kim L. H. Green, Director of Continuous Learning and Career Management, notified Vaughn that effective October 3, 2003, she was being terminated during her probationary period because of failure to comply with time and attendance requirements and unsatisfactory performance. According to Vaughn, it was when she received this letter that she learned she was serving a probationary period. An SF-50 documenting Vaughn's termination with an effective date of October 3, 2004, was approved on October 9, 2003.

On or about October 8, 2003, the Union filed a grievance at step 2 of the negotiated grievance procedure challenging Vaughn's termination. By memorandum dated October 27, 2003, Kathryn Schultz, a representative of the Respondent, advised Bastani that because the separation of Vaughn occurred during her probationary period, the matter was not grievable. In her memorandum, Schultz also canceled a meeting previously scheduled to discuss the grievance.

By letter dated October 27, 2003, Bastani invoked arbitration in the Vaughn termination. In a response dated

[2] A witness for the Respondent testified that the approval date on an SF-50 indicated when the action was processed by the personnel office and that "oftentimes the actual actions are processed after the date they take effect for whatever reason." Tr. 68. The witness went on to state that the gap between the effective date of actions and the point at which the SF-50's were processed was "just because of the way our Personnel Office's workload operates." Tr. 68-69.

[3] Alex Bastani, the Executive Vice President of the Union, stated that he reviewed this particular SF-50 at some point around October 27, 2003. There is no information in the record as to how or at what point this SF-50 became available to the Union. In the absence of any evidence that the Union obtained a copy of the SF-50 from Vaughn, Bastani's testimony does not conflict with Vaughn's assertion that she did not receive a copy of that SF-50.

November 14, 2003, Schultz again asserted that the matter of Vaughn's termination was neither grievable nor arbitrable and declared the case closed. Bastani then sent an e-mail to Carol Qualls, who was acting for the Director of the Respondent's Office of Employee and Labor-Management Relations, contending that although the Respondent could raise issues of grievability or arbitrability, it did not have the right to refuse to schedule the case for arbitration. In his e-mail, Bastani also contended that the Vaughn case involved the same issues as another case in which the Union "successfully defeated" a removal action.[4] Jt. Exh. 13. Bastani informed Qualls that if the Respondent refused to place the Vaughn grievance on the agenda of a November 19 meeting called for the purpose of scheduling arbitrations, the Union would file an unfair labor practice charge. Qualls replied by e-mail that the Respondent was not processing the Vaughn case further and would not place it on the agenda for the November 19 meeting.

On November 19, Bastani met with Teresa Padua Perez, representative of the Respondent, to schedule cases for arbitration. At the meeting, Perez declined to place the Vaughn case on the arbitration schedule as Bastani requested.

The only witness called by Respondent was Jerry Lelchook, who was the Deputy Director of Human Resources at the Respondent. According to Lelchook, both Gabriel and Vaughn participated in a program under which Respondent hired individuals who were generally full-time students. Although the individuals in the program served on excepted appointments, the Respondent had discretion to convert them non-competitively to career status in the competitive service once they obtained a degree. Lelchook asserted that upon Vaughn's noncompetitive conversion to a career appointment, she was required to serve a probationary period notwithstanding her prior employment at the Respondent. Lelchook contended that, in contrast to Gabriel who had not completed the program and was still in the excepted service

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[4] Bastani testified that the earlier case involved the termination of Claire Gabriel, an employee in the same student program as Vaughn who was removed prior to completing the program. According to Bastani, he assumed that if Gabriel was not in probationary status, it followed that Vaughn who had completed the program was not in probationary status and that her termination should be subject to the arbitration process. Bastani testified that another reason for his belief that Vaughn was not a probationary employee was that her tenure was listed as "permanent" on two SF-50's that were approved on August 14, 2003.

at the point she was terminated, Vaughn completed the program, was converted to career status and was serving a probationary period at the point she was terminated.

Lelchook claimed that tenure designation does not signify whether an employee is a probationary employee and that an employee may be identified as "permanent" insofar as tenure group and be a probationary employee. Lelchook suggested that if Vaughn had any question about her status and the action taken against her, her sole avenue of appeal was to the Merit Systems Protection Board and not through the grievance and arbitration procedures.

Analysis and Conclusions

Relevant Law

Section 7121 of the Statute requires that all collective bargaining agreements contain procedures for the settlement of grievances including questions of arbitrability. 5 U.S.C. §7121(a)(1). That section also provides that any collective bargaining agreement may exclude any matter from the application of the grievance procedures. 5 U.S.C. §7121(a)(2). The Authority has held that a refusal by either party to a collective bargaining agreement to participate in negotiated grievance procedures, including arbitration, conflicts with section 7121 and violates section 7116(a)(1) and (8). *See, e.g., Department of Labor, Employment Standards Administration/Wage and Hour Division, Washington, D.C.*, 10 FLRA 316 (1982).

With respect to probationary employees, the Authority long ago adopted an approach taken by the U.S. Court of Appeals for the District of Columbia Circuit and finds that Congress did not intend negotiated grievance and arbitration procedures to cover grievances concerning the termination of probationary employees. *See, e.g., U.S. Department of Labor, Labor-Management Services Administration, Cleveland, Ohio*, 13 FLRA 677 (1984).

Positions of the Parties

The General Counsel contends that the parties are in dispute over whether Vaughn was a probationary employee when she was terminated. The General Counsel argues that this dispute is within the jurisdiction of an arbitrator to decide as a question of arbitrability under section 7121(a) of the Statute. The General Counsel acknowledges that an arbitrator could not review the merits of Vaughn's termination if she was indeed a probationary employee. The General Counsel asserts, however, that neither the court's

nor the Authority's decisions that preclude grievances over the termination of probationary employees prohibit an arbitrator from determining the threshold question of whether an employee was, in fact, in probationary status and, by extension, whether the grievance is arbitrable. The General Counsel adds that the arbitrator's decision regarding Vaughn's status would be subject to review on appeal. Finally, the General Counsel maintains that the Respondent was obligated to proceed to arbitration on the threshold question of arbitrability regardless of its view on the merits of that question and that its refusal to do so constituted a violation of section 7116(a)(1) and (8).

As remedy, the General Counsel seeks an order requiring the Respondent to cease and desist, cooperate with the Charging Party in scheduling the Vaughn grievance for arbitration, refrain from asserting any claim that arbitration of the Vaughn grievance is untimely, and post a notice to employees.

The Respondent contends that the court and the Authority have recognized that agencies have the discretion to summarily terminate probationary employees and that such terminations may not be challenged through negotiated grievance and arbitration procedures. According to the Respondent, although employees may challenge their probationary status through Merit Systems Protection Board (MSPB) procedures, they cannot do so through negotiated grievance and arbitration procedures.

The Respondent recognizes that although Vaughn's grievance itself does not challenge whether she was properly designated as a probationary employee that issue is central to the General Counsel's case. Respondent disagrees, however, with the General Counsel's claim that an arbitrator can be empowered to determine whether Respondent correctly identified Vaughn as a probationary employee. Respondent argues that allowing an arbitrator to entertain Vaughn's grievance is inconsistent with law and regulations that foreclose collective bargaining agreements from imposing any impediments on agencies' discretion to summarily terminate probationary employees.

Discussion

Although the Authority initially held that probationary employees could grieve their terminations, that holding was rejected by a reviewing court in *U.S. Department of Justice, Immigration and Naturalization Service v. FLRA*, 709 F.2d 724 (D.C. Cir. 1983) (*INS*). As both parties recognize and as noted above, the Authority subsequently adopted the approach

taken by the court in *INS* and has since then held that agencies retain the right to summarily terminate probationary employees with minimal due process and protections. *See, e.g., National Treasury Employees Union and Federal Deposit Insurance Corporation, Division of Bank Supervision, Chicago Region, Chicago, Illinois*, 39 FLRA 848, 851-52 (1991) (*FDIC, Chicago*). Consistent with that right, establishment through collective bargaining of any additional procedural protections applying to the termination of probationary employees is barred as inconsistent with law and regulation. *See, e.g., FDIC, Chicago*, 39 FLRA at 851-53. It is now well established and both parties in this case accept that probationary employees may not grieve their separations. *See, e.g., U.S. Department of the Air Force, Nellis Air Force Base, Las Vegas, Nevada*, 46 FLRA 1323, 1326-27 (1993) (*Nellis AFB*).

In this case, the parties disagree whether an arbitrator can resolve as a threshold question the issue of whether Vaughn was a probationary employee at the time of her separation as claimed by the Respondent and, hence, whether the grievance is arbitrable. As noted above, section 7121(a) of the Statute provides that arbitrators may resolve questions of arbitrability. Over time, in a number of instances arbitrators have issued awards that determined the arbitrability of grievances relating to the termination of probationary employees. A number of those awards were the subject of exceptions filed with the Authority. Prior to the court's decision in *INS*, the Authority's decisions on exceptions to awards in which arbitrators had ruled on the arbitrability of a grievance challenging the termination of a probationary employee reflected its then-held view that such grievances were not barred from inclusion within the scope of negotiated grievance procedures. *See, e.g., Veterans Administration Hospital and American Federation of Government Employees, AFL-CIO, Local No. 2281*, 9 FLRA 1075 (1982). Following *INS* and relying on that decision, the Authority began setting aside arbitrator's awards where the arbitrator found a grievance concerning the termination of an employee during a probationary period arbitrable. *See, e.g., Department of Health and Human Services, Social Security Administration and American Federation of Government Employees, Local 3342*, 14 FLRA 164 (1984) (*SSA I*); *U.S. Department of Labor, Labor-Management Services Administration, Cleveland, Ohio and National Union of Compliance Officers*, 13 FLRA 677 (1984).

In *SSA I*, the arbitrator had determined that a grievance concerning the termination of the grievant during his probationary period was arbitrable and that the

separation was in violation of the parties' collective bargaining agreement. 14 FLRA at 164. In ruling on the exceptions, the Authority concluded that "the award, both by finding the grievance arbitrable and by resolving the grievance on the merits and ordering the grievant reinstated with backpay, is deficient in its entirety[.]" *Id.* at 164-65. In other cases, arbitrators found a grievance that concerned the separation of an employee during his probationary period was arbitrable but denied the grievance on its merits. *See, e.g.*, *The Veterans Administration National Cemetery, Calverton, New York*, 16 FLRA 646 (1984) (*VA, Calverton*). In ruling on the exceptions in that situation, the Authority concluded "that the award, by finding the grievance arbitrable and resolving the grievance on the merits, is deficient in its entirety [.]" *E.g., id.* at 646-47.

A more recent decision involved an arbitration award concerning a grievance that alleged the termination of a probationary employee constituted a violation of the parties' collective bargaining agreement. *American Federation of Government Employees, Local 2006 and Social Security Administration*, 58 FLRA 297 (2003) (*SSA II*). In his award, the arbitrator found that the grievance was not arbitrable because it challenged the agency's right to terminate the grievant during his probationary period. *Id.* at 297. Despite finding the grievance was not arbitrable, the arbitrator proceeded to address the merits of the grievance and, ultimately, denied the grievance on both the matter of arbitrability and the merits. *Id.* at 297-98. The union excepted to the arbitrator's findings on both arbitrability and the merits of the grievance. In ruling on the exceptions to the award, the Authority concluded that the award was not deficient insofar as the arbitrator's finding that the grievance was not arbitrable. In view of that conclusion, the Authority did not address the union's other exceptions. *Id.* at 298-99.

What the Authority's treatment of the exceptions in *SSA I*; *VA, Calverton*; and *SSA II* indicates is that arbitrators are not barred from ruling on the arbitrability of grievances that involve the termination of employees during their probationary period even where there is no apparent dispute about the employee's probationary status. In none of those cases, did the Authority find that the arbitrator lacked jurisdiction to address the question of arbitrability. It was only where the outcome reached by the arbitrator on the question of arbitrability contravened the statutory and regulatory scheme relied on in *INS* that the Authority set an arbitrator's award aside. Otherwise, the Authority let the arbitrator's award stand. In other words,

where the arbitrator found a grievance concerning the termination of a probationary employee arbitrable, the Authority set the award aside; where, however, the arbitrator found such a grievance was not arbitrable, the Authority let the award stand. This approach is consistent with section 7121(a)(1), which envisions that arbitrability questions will be resolved through the negotiated grievance procedure. *Cf. United States Department of the Air Force, Headquarters, 92nd Air Refueling Wing, Fairchild Air Force Base, Washington, D.C. and Fairchild Federal Employees Union, Local 987*, 59 FLRA 434 (2003) (The agency excepted to an arbitrator's award in which the arbitrator found a grievance concerning the termination of a probationary employee was not arbitrable and required the parties to split the costs of the arbitration. In its decision, the Authority rejected the agency's argument that the arbitrator forced it to participate in the arbitration hearing despite the fact that the grievance was not arbitrable noting that the Statute expressly requires that collective bargaining agreements shall provide for the settlement of grievances, including questions of arbitrability.).

It is clear from *INS* that arbitrators may not resolve grievances that concern the substance of termination actions taken against probationary employees or the procedures relating to those actions. *INS* does not, however, address whether arbitrators may resolve threshold questions of arbitrability that arise in conjunction with grievances concerning terminations that purport to relate to probationary employees.

A critical factor in determining whether arbitrators may decide such a threshold question is that the preservation of the right of agencies to summarily terminate probationary employees was central to the court's conclusion in *INS*. Clearly, permitting arbitrators to resolve grievances over the merits of an agency's termination of a probationary employee is inconsistent with preserving that right. Allowing arbitrators to entertain and rule on threshold questions of arbitrability, however, would not undermine that right. A ruling on a threshold question of arbitrability is a preliminary step that is separate from addressing the merits of a grievance and would not necessarily lead to a determination on the merits of a grievance regarding the termination of a probationary employee much less an enforceable decision. It is possible that an arbitrator presented with a question of whether such a grievance was arbitrable could find that it was not and end the inquiry there. Undeniably, the potential exists that after resolving the arbitrability question, the arbitrator might proceed to the merits of a grievance

pertaining to the termination of an employee claimed to be a probationary employee. Assuming that the arbitrator correctly determined that the employee was not, in fact, in probationary status, *INS* and its progeny would not preclude the arbitrator from ruling on the merits of the grievance. If, however, the arbitrator incorrectly decided the threshold question and addressed the merits of a termination action taken against an employee who was at the time of termination, in fact, in probationary status, that award would be subject to being set aside on review.

I find that the circumstances presented in this case are distinguishable from those involved in *Director of Administration, Headquarters, U.S. Air Force*, 17 FLRA 372 (1985) (*Air Force*). In *Air Force*, the Authority, among other things, dismissed an allegation that the respondent violated the Statute by refusing to proceed to arbitration in a grievance over a probationary employee's termination. Citing *INS* and its progeny, the Authority found that it would be a "pointless and hollow exercise" to require parties to proceed to arbitration over an issue that, as a matter of law, "is not cognizable under any grievance procedure negotiated under the Statute." 17 FLRA at 375. In reaching its decision, however, the Authority noted that there was no threshold question that could legitimately be resolved by an arbitrator. Here, there is a threshold issue concerning whether Vaughn was a probationary employee.

I find that requiring an agency to proceed to arbitration to resolve a dispute over an employee's probationary status as a threshold question of arbitrability is consistent with section 7121(a) of the Statute and does not conflict with *INS*. I further find that the evidence establishes that the Respondent refused to proceed to arbitration on the question of the arbitrability of the Vaughn grievance. I find that Respondent's refusal to participate in the arbitration to resolve the arbitrability question conflicts with section 7121 of the Statute.

Accordingly, it is concluded that the Respondent's refusal constituted a violation of section 7116(a)(1) and

(8) of the Statute and it is recommended that the Authority adopt the following:[5]

ORDER

Pursuant to §2423.41(c) of the Rules and Regulations of the Federal Labor Relations Authority, 5 C.F.R. §2423.41(c), and section 7118 of the Federal Service Labor-Management Relations Statute, 5 U.S.C. §7118, the U.S. Department of Labor shall:

1. Cease and desist from:

(a) Failing or refusing to proceed to arbitration on the question of the arbitrability of the grievance filed by the American Federation of Government Employees, Local 12, on behalf of Brenda Vaughn.

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

2. Take the following affirmative actions in order to effectuate the purposes of the Statute:

(a) Upon request of the American Federation of Government Employees, Local 12, proceed to arbitration on the question of arbitrability of the grievance filed by the American Federation of Government Employees, Local 12, on behalf of Brenda Vaughn.

(b) Post at facilities at the U.S. Department of Labor, Washington, D.C., where bargaining unit employees represented by the American Federation of Government Employees, Local 12, are located, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt, such forms shall be signed by the Secretary of Labor and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be

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[5] In its proposed remedy, the General Counsel requests that Respondent be ordered to cease and desist from asserting any claim or defense that arbitration of the Vaughn grievance is untimely in view of the time lapsed since Respondent refused to schedule the grievance for arbitration. There is neither an allegation made in the complaint nor evidence that Respondent engaged in such action. Consequently, I deny the General Counsel's request.

taken to ensure that these Notices are not altered, defaced, or covered by any other material.

(c) Pursuant to §2423.41(e) of the Authority's Regulations, notify the Regional Director of the Boston Regional Office, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, DC, July 18, 2005.

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ELI NASH
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 Labor, Washington, D.C., has violated the Federal Service Labor-Management Relations Statute and has ordered us to post and abide by this notice.

We hereby notify employees that:

WE WILL NOT fail or refuse to proceed to arbitration on the question of the arbitrability of the grievance filed by the American Federation of Government Employees, Local 12, on behalf of Brenda Vaughn.

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

WE WILL, upon request of the American Federation of Government Employees, Local 12, proceed to arbitration on the question of arbitrability of the grievance filed by the American Federation of Government Employees, Local 12, on behalf of Brenda Vaughn.

_____
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(Agency)

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, Boston Regional Office, Federal Labor Relations Authority, whose address is: Thomas P. O'Neill, Jr. Federal Building, 10 Causeway Street, Suite 472, Boston, MA 02222, and whose telephone number is: 617-565-5100.

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION** issued by ELI NASH, Chief Administrative Law Judge, in Case No. WA-CA-04-0077, were sent to the following parties:

_____

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

Gerard M. Greene **7000 1670 0000 1175 6339**
Counsel for the General Counsel
Federal Labor Relations Authority
Thomas P. O'Neill, Jr. Federal Bldg.
10 Causeway Street, Suite 472
Boston, MA 02222

David L. Peña **7000 1670 0000 1175 6346**
U.S. Department of Labor
Office of the Solicitor
200 Constitution Avenue, NW
Room N-2428
Washington, D.C. 20210

Alex Bastani **7000 1670 0000 1175 6322**
200 Constitution Avenue, NW
Suite N-1501
Washington, D.C. 20210

REGULAR MAIL:

President
AFGE
80 F Street, NW
Washington, DC 20001

DATED: July 18, 2005
Washington, DC