IMMIGRATION AND NATURALIZATION SERVICE, LOS ANGELES DISTRICT LOS ANGELES, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 505, AFL-CIO Charging Party	Case No. SA-CA-20810

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 **MAY 30, 1995**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW, 4th Floor
Washington, DC 20424-0001

ELI NASH, JR.
Administrative Law Judge

Dated: April 27, 1995

Washington, DC

MEMORANDUM DATE: April 27, 1995

TO: The Federal Labor Relations Authority

FROM: ELI NASH, JR.
Administrative Law Judge

SUBJECT: IMMIGRATION AND NATURALIZATION
SERVICE, LOS ANGELES DISTRICT
LOS ANGELES, CALIFORNIA

Respondent

and Case No. SA-CA-20810

AMERICAN FEDERATION OF GOVERNMENT
EMPLOYEES, LOCAL 505, AFL-CIO

Charging Party

Pursuant to section 2423.26(b) of the Rules and Regulations, 5 C.F.R. § 2423.26(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are the transcript, exhibits and any briefs filed by the parties.

Enclosures

UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY
OFFICE OF ADMINISTRATIVE LAW JUDGES
WASHINGTON, D.C. 20424-0001

IMMIGRATION AND NATURALIZATION SERVICE, LOS ANGELES DISTRICT LOS ANGELES, CALIFORNIA Respondent	
and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 505, AFL-CIO Charging Party	Case No. SA-CA-20810

Beth Eberle, Esq.
Herbert Maisa, Esq.
For the Respondent

Yolanda Shepherd-Eckford, Esq.
For the General Counsel

Mr. James Humble-Sanchez
For the Charging Party

Before: ELI NASH, JR.
Administrative Law Judge

DECISION

Statement of the Case

This proceeding arose under the Federal Service Labor-Management Relations Statute, 5 U.S.C. 7101, et seq., herein called the Statute, and the Revised Rules and Regulations of the Authority, 5 C.F.R. § 2411 et seq. the Regulations. The proceeding was initiated by an unfair labor practice charge filed against the Immigration and Naturalization Service, Los Angeles District, Los Angeles, California (herein called Respondent) by the American Federation of Government Employees, Local 505, AFL-CIO (herein called Union). The complaint alleges that Respondent violated section 7116(a)(1) and (5) of the Statute by discontinuing its practice of providing parking for detention officers' privately owned vehicles, thereby changing conditions of employment of these

employees, without fulfilling bargaining obligations owed to the Union.

A hearing on the Complaint was conducted in Los Angeles, California at which all parties were afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. The General Counsel filed a timely brief which has been carefully considered. The Respondent did not file a brief in this matter.

Upon the entire record in this matter, my observation of the witnesses and their demeanor and from all the testimony and evidence at the hearing, I make the following:

Findings of Fact

At all times material herein, the Union was the exclusive representative of a nationwide unit of Immigration and Naturalization Service employees, including employees in the Los Angeles District.

The Los Angeles District Office is located in the Federal Building in downtown Los Angeles. The Los Angeles District consists of five divisions: Investigations, Examinations, Detention and Deportation, Inspection and Management (presumably the administrative division of the Respondent). The employees involved here are detention officers who work in the Detention and Deportation Division and are included in the subject bargaining unit. These officers are responsible for detained aliens who are housed or transported by the Respondent.

From 1987 to 1992, Respondent's employees, including the detention officers, parked vehicles free of charge in a parking lot commonly referred to as the "South 40" lot located at the intersection of Ducommon and Commerce Streets. The South 40 lot is located approximately two blocks from the Federal Building and for several years Respondent sublet parking spaces in the South 40 lot from the U.S. Army Corps of Engineers. The lot which was fenced on all sides, was protected by a security guard present at the gate on a twenty-four hour basis, who restricted access to the parking lot to individuals authorized to park in the lot and who safeguarded vehicles parked in the lot. Respondent's employees, including its detention officers, were admitted to this fenced lot simply by presenting their badges at the gate or by recognition by the security guards.

It is uncontested that both government owned vehicles (GOVs) and privately owned vehicles were parked in the South 40 lot. Respondent's Investigators drive GOVs to and from work and for the most part, absent unusual circumstances

such as the need for a privately owned vehicle to use after work for personal business, parked GOVs in the parking lot. Other employees, however such as "ADP personnel and support services" and the detention officers drove privately owned vehicles to work and also parked their privately owned vehicles in the South 40 lot from 1987 to 1992.

Detention officers parked in a specific area of the South 40 lot which Respondent designated for use by its Detention and Deportation Division. The parking areas designated for use by the Investigations and Detention and Deportation Divisions were demarcated by signs and Respondent enforced these designated parking areas. Approximately twenty to twenty-five spaces were allocated to the Detention and Deportation Division in the South 40 lot. The Detention and Deportation Division had approximately ten GOVs assigned to it, including two buses. The remainder of the branch's spaces were used during 1987 to 1992 by detention officers for parking their privately owned vehicles. Since approximately seven detention officers worked on each shift, there were sufficient spaces for the officers' privately owned vehicles, in addition to those spaces occupied by the division's GOVs.

The undisputed evidence also disclosed that detention officers parked their privately owned vehicles in the South 40 lot between 1987 and 1992 with Respondent's knowledge and consent. In this regard, detention officers Robert Oliver, Jesus Ibarra and Rosalicia L. Simmons testified that their supervisors also parked their privately owned vehicles in the same area of the lot as they parked, the area designed for Detention and Deportation, and that supervisors observed detention officers parking in the lot. Detention Officer Simmons also stated that when she became a detention officer in 1989, her supervisor, Captain Ralph Lugo, informed her that she could park in the South 40 lot.

The record evidence also revealed that Respondent's upper level management was aware that detention officers were parking privately owned vehicles in the South 40 lot, but allowed the practice to continue. With respect to Respondent's knowledge, Assistant District Director for Detention and Deportation, Kenneth Elwood testified that a few months after he began working at the district office in 1990, he had a conversation with the Supervisory Detention and Deportation Officer, Margie Alvarez, concerning the matter. Alvarez informed Elwood that while she did not think that the parking of privately owned vehicles in the South 40 was authorized, that "the previous people who had run (the) program had kind of looked the other way . . . ." Elwood said that he told Alvarez that it was his understanding that private vehicles could not park in lots which had been contracted by the government. Although holding that opinion,

he took no further action and made no attempt to discontinue the practice of detention officers parking their privately owned vehicles in the South 40 lot.

In addition, a report of the status of parking at the district office Respondent prepared in May 1992, prior to its loss of parking spaces in the South 40 lot specifies an amount that Respondent spent per year in subsidizing private parking of privately owned vehicles. In this same vein, Special Assistant to the District Director, Paul Gilbert testified that the amount recounted in the report takes into account privately owned vehicles parked at the South 40 lot.

Deputy District Director, Donald B. Looney testified that he became aware that the detention officers were parking their privately owned vehicles in the South 40 lot in 1988. According to him, when he spoke with the program manager concerning the matter he was informed that the vehicles belonged to officers whose shifts concluded at night, and that the officers were allowed to park in the lot for reasons of officer safety. Looney also admitted that after learning of the reason for allowing the parking, he chose not to take any

action to discontinue the parking of privately owned vehicles in the South 40 lot.[1]

Respondent's District Director, Robert Moschorak, notified employees that it would no longer have parking spaces available at the South 40 lot by letter dated June 5, 1992.[2] Respondent sublet parking spaces in the South 40 lot from the U.S. Army Corps of Engineers but, when the Corps of Engineers failed to renew its lease on the parking lot, space was no longer available for Respondent's parking. According to Moschorak's letter, Respondent's employees were parking 12 privately owned vehicles and 80 GOVs in the district office's spaces in the South 40 lot. The letter also addresses alternative parking arrangements made by Respondent. It indicated further that GSA had made 123 parking spaces available at the Roybal building located behind the district office on a temporary basis. This arrangement later became permanent. The letter also stated that all of these parking spaces would be for government vehicles, except 25 parking

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[1] Respondent sought to establish that it discouraged detention officers from parking their privately owned vehicles in the South 40 lot by counseling employees and by towing away their cars is rejected. Looney's testimony that he ordered employees counseled about parking their privately owned vehicles in the South 40 parking lot is not credible, as it is inconsistent with his testimony that he decided to allow the parking of privately owned vehicles in the lot after another management official explained to him that the parking was being allowed due to officer safety concerns. Gilbert too testified of warning employees about parking in government spaces at the Federal Building, he also admitted that he could not identify a single detention officer's vehicle having been towed from either the Federal Building or South 40 parking lot due to unauthorized parking. Although Gilbert testified that he was aware of one employee's vehicle having been towed from the South 40 lot, he offered no specific information concerning the towing of the vehicle. Humble-Sanchez, an investigator, shed some light on the towing incident recalling that the employee whose vehicle had been towed was a fellow investigator who had parked in the Detention and Deportation designated area of the South 40 lot. Thus, Respondent did have a policy of towing an employee's vehicle where the employee had parked in an area of the lot not designated for the employee's division and the towing of this single vehicle seems to have been done pursuant to that policy. If so, the evidence of that towing is irrelevant to this matter.

[2] At the time of the hearing, Moschorak was no longer District Director.

spaces which had been set aside for carpools.[3] Thus, when Respondent secured parking spaces to replace those lost at the South 40 lot, it terminated the practice of furnishing parking for detention officer's privately owned vehicles.

The determination to eliminate agency-sponsored parking for privately owned vehicles and replace privately owned vehicle parking with vanpool and carpool parking was an intentional decision on the part of Respondent. Gilbert, the Special Assistant to the District Director, testified that in view of pressure from the Air Pollution Control Board to provide carpool and vanpool parking, Respondent determined at this juncture to begin providing carpool and vanpool parking when it replaced the spaces that it lost in the South 40 lot.

In June 1992, detention officers notified Union president James Humble-Sanchez that Respondent had terminated its practice of providing parking for detention officer's privately owned vehicles. According to the testimony of Looney, Respondent did not believe it was required to give the Union notice of the change. Consequently, the Union did not receive any notice of Respondent's intention to discontinue parking for the detention officers' privately owned vehicles.

Upon learning of the termination of the practice of providing parking for detention officers' privately owned vehicles, approximately one week after having been notified by employees of the change, Humble-Sanchez met with Elwood, and requested bargaining concerning the change in past practice. Elwood acknowledged meeting with Humble-Sanchez, and also admits refusing to bargain concerning revocation of the detention officers' parking privileges.

Around that same time, Humble-Sanchez also contacted Looney, and requested bargaining concerning the decision to terminate agency-provided parking for detention officers' privately owned vehicles. Again Respondent refused to

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[3] Respondent submitted documents suggesting that budgetary concerns were at issue when it attempted to find alternative parking for its Investigations vehicles. Gilbert testified that parking is funded by program, or divisions, as referred to in the hearing. Respondent also submitted documentation which showed projected parking costs for each of its divisions. Although Gilbert testified that the Investigations program had a more severe budgetary problem than other programs at that time, even these problems appear to have been resolved by December 1, 1992. In sum, the record evidence does not support a finding that budgetary concerns or constraints were a consideration to Respondent with respect to parking for the Detention and Deportation Division, in which the detention officers work.

bargain, based on its belief that employees were not entitled to the parking, and therefore, there was no duty to bargain. Looney testified that he informed Humble-Sanchez that he did not believe that management was required to give the Union notice of the change.

Respondent acquired no parking for detention officers who had up until that time parked free of charge at Respondent's South 40 parking lot. After Respondent discontinued its practice of providing parking for detention officers' privately owned vehicles free of charge, detention officers parked in a downtown parking garage at a rate of $50 per month, or in parking lots at a cost of $2.50 to $7.50 per day.

Finally there is evidence that detention officers' privately owned vehicles were vandalized, and at least one detention officer's vehicle was stolen since Respondent's discontinuation of its practice of providing parking for detention officers' privately owned vehicles.[4]

Discussion and Conclusions

a. Positions of the parties.

In this parking case, Respondent contends, in essence, that it was never its intention to provide parking for privately owned vehicles for its bargaining unit or management employees and the loss of its parking spaces in the South 40 parking lot did not change that policy. According to Respondent, the South 40 lot was established as a government parking lot, and the movement for parking of government owned vehicles was not a negotiable item.

In response, the General Counsel contends that Respondent gave neither notice nor the opportunity to bargain concerning its decision to terminate the practice of providing parking for detention officers' privately owned vehicles free of charge. Accordingly, it asserts that the termination of a past practice which had become a condition of employment, without fulfilling the Statutory bargaining obligation was a violation of the Statute.

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[4] In stating the need for secured parking spaces for Investigations vehicles to its Office of Support Services, Respondent's Assistant District Director, Christopher M. Fowler, noted the hazard of parking vehicles on the streets around the Federal Building saying, "Alternatives include parking the vehicles on the street and having them vandalized
. . . .".

b. Did a past practice of parking detention officers' privately owned vehicles in the South 40 lot ripen into a condition of employment?

It is well settled that a condition of employment may be established by past practice of the parties. *U.S. Department of Labor, Washington, D.C.*, 38 FLRA 899 (1990); *Department of the Navy, Naval Weapons Station Concord, Concord, California*, 33 FLRA 770 (1988); *Department of the Treasury, Internal Revenue Service (Washington, D.C.) and Internal Revenue Service Hartford District (Hartford, Connecticut)*, 27 FLRA 322 (1987). Furthermore, the cases are legion holding that parking arrangements, including the providing of parking facilities for employees is a condition of employment. *U.S. Department of Labor, Washington, D.C.*, 44 FLRA 988 (1992); *United States Immigration and Naturalization Service*, 43 FLRA 3 (1991); *U.S. Department of the Air Force, Williams Air Force Base, Chandler, Arizon*a, 38 FLRA 549 (1990).

A past practice is demonstrated if it is shown that a particular practice had been exercised consistently by both parties for a significant period of time, and followed by one party and not challenged by the other party. *Department of Labor, supra*. Here the evidence discloses that for approximately four years, detention officers parked their privately owned vehicles free of charge in the South 40 lot and that Respondent's supervisors had knowledge of that parking practice, but allowed it to continue.

Despite Respondent's argument that it had no intention of providing parking for privately owned vehicles in the South 40 lot, it is my opinion, based on the instant record, that a past practice of providing such parking existed at the Los Angeles District. In this regard, the record shows that not only did Respondent's lower level supervisors observe employees parking in the South 40 lot, but upper echelon management, as well, admitted being aware of the practice, but allowed it to continue unabated. Further, some lower level supervisors used the South 40 lot, along with the employees, to park their own personal vehicles. Similarly, at least one detention officer was informed by a supervisor that parking was available at the South 40 lot. Notwithstanding Respondent's knowledge of the practice of employees using the parking lot free of charge for privately owned vehicles, there is no evidence disclosing that any supervisors or managers acted to end the practice.[5]

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[5] Accordingly, it is found that Respondent's effort to show that it took action against employees for using the South 40 parking lot were unpersuasive.

While Respondent insists that it never intended to furnish parking for employees' privately owned vehicles, the instant record belies that argument.6 In this regard, the evidence reveals that Respondent was well aware of the parking practice of its detention officers in the South 40 lot. Yet it took no action to change that practice which had gone on for a considerable period of time. Under the circumstances, it must be concluded that Respondent tacitly consented to the practice. Moreover, it was revealed through Respondent's own witnesses that employees were allowed to use the South 40 lot for safety reasons, thereby undermining any other explanation that the practice did not exist with Respondent's knowledge or consent.

Since it is abundantly clear that over an extended period of time, the practice of allowing employees to park free of charge at the South 40 lot existed with the knowledge and consent of Respondent's supervisors and managers, it is concluded that such a past practice in this case developed into a condition of employment.

c. Was the condition of employment terminated when Respondent acquired new parking facilities?

In this particular case, a claim that the termination of the South 40 lot lease and the relocation of Respondent's parking facilities relieved it of the Statutory obligation to notify the Union and give it the opportunity to bargain is unconvincing. If, as here, a condition of employment is established by past practice, an agency cannot escape its obligation to notify and give the exclusive representative an opportunity to bargain simply because it moves its parking

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6 This argument is unavailing since the issue in this case is not whether Respondent is required to bargain over the movement of parking for government owned vehicles. Similarly, Respondent claimed that the matter was not negotiable, but merely presented evidence concerning budgetary limitations as justification for its failure to notify the Union and give it an opportunity to bargain. "Only where an agency makes a substantial demonstration that an increase in costs is significant and unavoidable and is not offset by compensating benefits can an otherwise negotiable proposal be found to violate the agency's right to determine its budget under section 7106(a) of the Statute." *United States Department of the Treasury, Internal Revenue Service and United States Department of the Treasury, Internal Revenue Service, Houston District*, 25 FLRA 843, 849 (1987) aff'd sub nom. *National Treasury Employees Union v. FLRA*, 910 F.2d 964 (D.C. Cir. 1990)(en banc). The budgetary evidence of Respondent failed to make such a demonstration in this case.

facility to another site.[7] Furthermore, as the General Counsel mentions, there is no evidence that the condition of employment here was established based on any restriction that the benefit would be limited to a particular location. *U.S. Department of Health and Human Services, Social Security Administration and Social Security Administration Field Operations, Region II*, 38 FLRA 193 (1990). Since no restrictions existed, it can only be found that the condition of employment was not expunged simply because Respondent ceased having subleased parking space in the South 40 lot.

The requirement that an agency fulfill its bargaining obligation with the exclusive representative before making changes is a past practice which has ripened into a condition of employment is firmly established. *Department of Labor, supra*; *Department of the Air Force, Scott Air Force Base, Illinois*, 5 FLRA 9 (1981). As already found, the practice of providing parking free of charge for detention officer's privately owned vehicles was fixed as a condition of employment in the Los Angeles District Office. Any change in that condition of employment would, therefore, require notice to the Union and an opportunity to bargain over the elimination of the free of charge spaces.

Respondent's loss of its sublease on the South 40 lot, making it necessary for it to find new parking spaces for its government vehicles nothwithstanding, it produced no evidence to show that its ability to continue furnishing parking spaces for its detention officers ceased to exist. Thus, neither 41 CFR 101 nor Respondent's apparent concern over budgetary limitations reveal any persuasive reason to relieve Respondent of its Statutory obligation to provide the Union with notification and an opportunity to bargain in this matter. Without any demonstration that the condition of employment in this case was dependent on the location of the parking lot, I agree with the General Counsel that an inquiry into Respondent's control or discretion at the expiration of the lease at the South 40 lot is not relevant. It is concluded, therefore, that the issue here was never whether the loss of the Respondent's government parking spaces at the South 40 lot relieved it of its Statutory duty to give notice and an opportunity to bargain, but rather, it is whether once a condition of employment is established by the past practice of providing free of charge parking for its detention officers at the South 40 lot, Respondent is obligated to give notice and

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[7] The change in this case involved the relocation of parking facilities in which employees, including detention officers, had been allowed to park free of charge for sometime. Such a change, contrary to Respondent's position, has been found to give rise to a bargaining obligation. *Internal Revenue Service, supra*.

an opportunity to the Union to bargain concerning the termination of that condition of employment. That issue, in my opinion, must be answered in the affirmative.

Consistent with the above findings that a condition of employment was established by past practice of the parties and that Respondent failed to give notice to the Union and an opportunity for it to bargain over the elimination of the free of charge spaces for its detention officers, it is concluded that Respondent violated section 7116(a)(1) and (5) of the Statute.

In accordance with the above, and in the absence of any evidence to the contrary, I am in agreement with the General Counsel that a **status quo ante** remedy is appropriate in the instant matter.

Accordingly, it is recommended that the Authority issue the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that the United States Immigration and Naturalization Service, Los Angeles District, Los Angeles, California, shall:

1. Cease and desist from:

(a) Changing policies governing employee parking at the Los Angeles District Office without first affording the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, notice and an opportunity to bargaining concerning any proposed change in such policies.

(b) Refusing to bargain with the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, concerning
any change in policies governing employee parking at the Los Angeles District Office.

(c) In any like or related manner, interfering with, restraining or coercing its employees in the exercise of their rights assured by the Federal Service Labor-Management Relations Statute.

2. Take the following affirmative action in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Rescind the changes in the policy governing employee parking at the Los Angeles District Office made on June 5, 1992, whereby employees were forbidden to park in reserved spaces on South 40 parking lot, and return to the policy in effect prior thereto.

(b) Notify and, upon request, bargain with the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, concerning any proposed change in policy regarding employee parking at the Los Angeles District Office.

(c) Post at its facilities, copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the District Director, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

(d) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director of the San Francisco Region, 901 Market Street, Suite 220, San Francisco, CA 94103-1791, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, DC, April 27, 1995

ELI NASH, JR.
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT change policies governing employee parking at the Los Angeles District Office without first affording the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, notice and an opportunity to bargaining concerning any proposed change in such policies.

WE WILL NOT refuse to bargain with the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, concerning any change in policies governing employee parking at the Los Angeles District Office.

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

WE WILL rescind the changes in the policy governing employee parking at the Los Angeles District Office made on June 5, 1992, whereby employees were forbidden to park in reserved spaces on South 40 parking lot, and return to the policy in effect prior thereto.

WE WILL notify and, upon request, bargain with the American Federation of Government Employees, Local 505, AFL-CIO, the employees' exclusive collective bargaining representative, concerning any proposed change in policy regarding employee parking at the Los Angeles District Office.

(Activity)

Date: 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 any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, San Francisco Region, 901 Market Street, Suite 220, San Francisco, CA 94103-1791, and whose telephone number is: (415) 744-4000.

CERTIFICATE OF SERVICE

I hereby certify that copies of this DECISION issued by ELI NASH, JR., Administrative Law Judge, in Case No. SA-CA-20810, were sent to the following parties in the manner indicated:

CERTIFIED MAIL:

Beth Eberle, Labor Relations Specialist
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Yolanda Shepherd Eckford Esq.
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Dated: April 27, 1995
Washington, DC