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

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE INDIAN HEALTH SERVICE QUENTIN N. BURDICK MEMORIAL HEALTH CARE FACILITY, BELCOURT, NORTH DAKOTA Respondent and	Case No. CH-CA-00465
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 580, AFL-CIO Charging Party	

NOTICE OF TRANSMITTAL OF DECISION

The above-entitled case having been heard before the undersigned Administrative Law Judge pursuant to the Statute and the Rules and Regulations of the Authority, the undersigned herein serves his Decision, a copy of which is attached hereto, on all parties to the proceeding on this date and this case is hereby transferred to the Federal Labor Relations Authority pursuant to 5 C.F.R. § 2423.34(b).

PLEASE BE ADVISED that the filing of exceptions to the attached Decision is governed by 5 C.F.R. §§ 2423.40-2423.41, 2429.12, 2429.21-2429.22, 2429.24-2429.25, and 2429.27.

Any such exceptions must be filed on or before **JULY 23, 2001**, and addressed to:

Federal Labor Relations Authority
Office of Case Control
607 14th Street, NW., Suite 415
Washington, DC 20424-0001

GARVIN LEE OLIVER
Administrative Law Judge

Dated: June 20, 2001
Washington, DC

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

MEMORANDUM DATE: June 20, 2001

TO: The Federal Labor Relations Authority

FROM: GARVIN LEE OLIVER
Administrative Law Judge

SUBJECT: DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE, INDIAN HEALTH SERVICE
QUENTIN N. BURDICK MEMORIAL HEALTH CARE FACILITY
BELCOURT, NORTH DAKOTA

Respondent

and Case No. CH-CA-00465

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 580, AFL-CIO

Charging Party

Pursuant to section 2423.34(b) of the Rules and Regulations, 5 C.F.R. § 2423.34(b), I am hereby transferring the above case to the Authority. Enclosed are copies of my Decision, the service sheet, and the transmittal form sent to the parties. Also enclosed are motions, exhibits, and other documents filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY
Office of Administrative Law Judges OALJ

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WASHINGTON, D.C.

DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLIC HEALTH SERVICE INDIAN HEALTH SERVICE QUENTIN N. BURDICK MEMORIAL HEALTH CARE FACILITY, BELCOURT, NORTH DAKOTA Respondent and	Case No. CH-CA-00465
LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 580, AFL-CIO Charging Party	

E. Denise Goodface
Representative for the Respondent

Gerald Schmitt
Representative for the Charging Party

John F. Gallagher
Counsel for the General Counsel, FLRA

Before: GARVIN LEE OLIVER
Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint alleges that the Department of Health and Human Services, Public Health Service, Indian Health Service, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota (the Respondent), violated section 7116(a)(1) and (5) of the Federal Service Labor-Management Relations Statute (the

Statute), 5 U.S.C. § 7116(a)(1) and (5), by failing to provide the Laborers' International Union of North America, Local 580, AFL-CIO (the Union), with notice and an opportunity to negotiate to the extent required by the Statute before implementing a housing rental rate increase affecting bargaining unit employees.

The Respondent's answer denied any violation of the Statute.

The case was submitted in accordance with section 2423.26(a) of the Federal Labor Relations Authority's Rules and Regulations based on a waiver of a hearing and stipulation of facts by the parties, who have agreed that no material issue of facts exists. The stipulation of facts and attached exhibits constitute the entire record in this case. The Respondent and General Counsel filed briefs.

Based on the record, I make the following findings of fact, conclusions of law, and recommendations.

Findings of Fact

The parties stipulated the following facts, and I so find that:

1. The Laborers' International Union of North America, Local 580, AFL-CIO, (Union), is a labor organization under 5 U.S.C. § 7103(a)(4) and was certified on April 3, 1997, as the exclusive representative of a unit of professional and nonprofessional employees appropriate for collective bargaining at the Respondent.

2. The Department of Health and Human Services, Public Health Service, Indian Health Service, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota (Respondent), is an agency under 5 U.S.C. § 7103(a)(3).

3. (a) The charge was filed by the Union with the Chicago Regional Director on May 2, 2000 (Jt. Exh. 1(a)).

(b) The first amended charge was filed by the Union with the Chicago Regional Director on November 3, 2000 (Jt. Exh. 1(b)).

4. Copies of the charge and amended charge were served on the Respondent.

5. The Complaint and Notice of Hearing in this case issued on January 29, 2001 (Jt. Exh. 1(c)).

6. The Respondent filed its Answer dated February 15, 2001 (Jt. Exh. 1(d), and dated February 26, 2001 (Jt. Exh.1 (e)(1)-(10)).

7. Respondent provides on-site rental housing for bargaining unit employees because Belcourt, North Dakota is a remote area and private housing is not readily available (Jt. Exh. 1(e)(9) at 18, B-2a. Assignment Priority). This is a benefit for the Respondent and employees. The employees must pay rent. The amount of rent is determined pursuant to 5 U.S.C. § 5911, Office of Management and Budget Circular No. A-45 (Jt. Exh. 1(e)(10)), and with Respondent's own procedures as set forth in Jt. Exh. 1(e)(9) and Jt. Exh. 2.

8. On or about February 25, 2000, the Union requested that Respondent negotiate concerning a proposed housing rental rate increase which affected approximately 35 bargaining unit employees. Depending upon the rental unit, rental rates were increased between 25-70% approximately, which means that an individual employee had a monthly rental increase between $50.00 and $150.00.

9. On or about March 8, 2000, Respondent refused to negotiate, stating that the issue referred to in paragraph 8 was nonnegotiable.

10. On or about March 12, 2000, Respondent implemented a housing rental rate increase which is described in paragraphs 7 and 8.

11. Respondent implemented the housing rental rate increase described in paragraphs 7 and 8 without providing the Union with notice and an opportunity to negotiate over the change.

12. OMB Circular A-45, Section 9e, (Jt. Exh. 1(e) (10)), requires that the Respondent provide a procedure for dealing with tenant-employees' requests for reconsideration of rental determinations. Respondent has established such a procedure as set forth (Jt. Exh. 1(e)(9) at 11-15).

The parties also stipulated concerning the Respondent's defense, as follows:

A. the rental housing at issue in this case is not a condition of employment which affects bargaining unit employees; and

B. pursuant to OMB Circular A-45, Section 9e (Jt. Exh. 1(e)(10)), which requires that the Respondent provide an appeal procedure for employees affected by rental rate increases and pursuant to the Indian Health Manual, Part 5 – Management Services, Chapter 13 – Quarters Management Program (Jt. Exh. 1(e)(9)) which sets forth appeal procedures for the bargaining unit employees affected by the rental increase in this case, affected employees have an appeals procedure. Therefore consistent with 5 U.S.C. § 7116(d), the FLRA is precluded from raising the issue which it alleges in Paragraphs 9 through 13 of the Complaint. (Jt. Exh. 1(c)).

Discussion and Conclusions

The General Counsel contends that the Respondent violated section 7116(a)(1) and (5) of the Statute by failing to provide the Union with notice and an opportunity to bargain on the substance, impact and implementation of its decision to increase rental rates.

Section 7116(a)(5) of the Statute makes it an unfair labor practice for an agency to fail or refuse to bargain in good faith with an exclusive representative of its employees. Prior to implementing a change in conditions of employment of bargaining unit employees, an agency is required to provide the exclusive representative with notice and an opportunity to bargain over those aspects of the change that are within the duty to bargain. *See, e.g.*, *Federal Bureau of Prisons, Federal Correctional Institution, Bastrop, Texas*, 55 FLRA 848, 852 (1999). Absent a waiver of bargaining rights, an agency must satisfy its obligation to bargain before implementing changes in conditions of employment. *Id.* Even if the subject matter of the change is outside the duty to bargain, an agency must bargain about the impact and implementation of a change in conditions of employment that has more than a *de minimis* impact on unit employees. *Id.*

Respondent admits that it implemented the increase in housing rental rates without providing the Union with notice and an opportunity to negotiate over the change. Stip. at ¶11. It denies that it committed a unfair labor practice however, based upon the following reasons.

First, Respondent argues that rental rates are not a condition of employment within the meaning of section 7103(a)(14) of the Statute. Second, Respondent asserts that bargaining is prohibited by section 7117(a)(1) because the rates are set in accordance with 5 U.S.C. § 5911 and OMB Circular A-45. Third, Respondent contends that it provides an appeal procedure for employees affected by increase in

rental rates and, therefore, section 7116(d) of the Statute precludes the Authority from addressing the issue.1

The Rent Increase is a Change in Conditions of Employment

Section 7103(a)(14) of the Statute defines conditions of employment, with exceptions not relevant here, as "personnel policies, practices and matters, whether established by rule, regulation, or otherwise, affecting working conditions." 5 U.S.C. § 7103(a)(14). An agency's bargaining obligation is limited to such matters affecting bargaining unit employees. 5 U.S.C. § 7103(a)(12).

In deciding whether a matter involves a condition of employment of bargaining unit employees, the Authority considers whether: (1) the matter pertains to bargaining unit employees; and (2) the record establishes that there is a direct connection between the matter and the work situation or employment relationship of bargaining unit employees. *Antilles Consolidated Education Association and Antilles Consolidated School System*, 22 FLRA 235, 236-38 (1986)(*Antilles*).

The Authority has previously determined that government housing can be a condition of employment. *See Department of the Army, Dugway Proving Ground, Dugway, Utah*, 23 FLRA 578, 582-83 (1986)(*Dugway*)(change in policy regarding government housing is a change in "conditions of employment"); *United States Department of Justice, INS*, 14 FLRA 578, 579 (1984) (holding that "the assignment of government-owned housing was a condition of employment directly affecting the unit employees' work situation and employment relationship"). *Cf. AFGE, Local 1786 and U.S. Department of the Navy, Marine Corps Combat Development Command, Marine Corps Base, Quantico, Virginia*, 49 FLRA 534, 539-41 (1994)(determining that exchange privileges are a matter related to employees' conditions of employment); *Department of the Army, Fort Greely, Alaska*, 23 FLRA 858, 863-64 (1986)(finding that withdrawal of commissary and exchange privileges affected employees' conditions of employment).

With regard to the first *Antilles* consideration, the Authority has found that government housing pertains to bargaining unit employees if such employees are eligible for

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1/ Respondent also asserts that the Union's February 25 request for bargaining violated the parties' collective bargaining agreement (CBA) because it did not contain counter-proposals. I find that this argument lacks merit. First, the Union's obligation to provide counter-proposals is contingent on Respondent's provision of notice of a change. (Jt. Exh. 1 (e)(4), Article V, Section 1-2 of the CBA). Respondent admits that it did not provide such notice. Second, the Union's February 25 request included a proposal that Respondent maintain the status quo. (Jt. Exh. 1(e)(3)).

the housing. *Dugway*, 23 FLRA at 583. Here, Respondent admits that it provides on-site rental housing for bargaining unit employees. Stip. at ¶7.

With regard to the second *Antilles* consideration, in *Dugway* the Authority found a direct connection between government housing and the employment relationship. In support of this conclusion, the Authority noted that the housing was used to recruit or retain employees in a relatively isolated area with a lack of available housing. *Dugway*, 23 FLRA at 583. The Authority also recognized that on-post housing was a benefit to employees because it reduced daily commuting costs. *Id.* Consequently, the Authority concluded that the agency's practice regarding government housing involved conditions of employment and was within the duty to bargain under the Statute. *Id.*

Similarly, in this case, there is a direct connection between the on-site housing and the employment relationship. Respondent concedes that it provides on-site rental housing because Belcourt, North Dakota is a remote area and private housing is not readily available. Stip. at ¶7. Respondent also acknowledges that the housing is a benefit for both Respondent and bargaining unit employees. *Id.* In this regard, Respondent's assertion that employees are not *required* to occupy the housing does not negate its admission that such housing is a benefit. Accordingly, based on these facts and the above-cited precedent, I find that the rental increase is a change of a "condition of employment" within the meaning of section 7103(a)(14) of the Statute.

Bargaining Over the Change is Not Prohibited by Section 7117 (a)

The duty to bargain does not extend to matters that would bring about an inconsistency with federal law or government-wide regulation. 5 U.S.C. § 7117(a). Respondent argues that the rent rates are set in accordance with 5 U.S.C. § 5911(f) and OMB Circular A-45. Further, Respondent asserts that the regulatory procedures for determining and implementing rental rates are set by OMB Circular A-45.

However, as the General Counsel points out, the mere existence of a Federal law or government-wide regulation that addresses the matter does not relieve an agency of its duty to bargain. *Department of the Treasury, United States Customs Service v. FLRA*, 873 F.2d 1473, 1476 (D.C. Cir. 1989) (affirming the Authority's determination that an agency must bargain where a statute provided it with

discretion). Thus, while the General Counsel concedes that "not all provisions of 5 U.S.C. § 5911 or A-45 allow agencies the ability to make discretionary determinations," nevertheless "many of the provisions do permit discretionary determinations." GC's Brief at 13. For example, OMB Circular A-45 provides agencies discretion as to how to implement rental increases of 25% or more incrementally over a year's time (Jt. Exh. 1(e)(10) at 13), and the rental increase in this case is more than 25%. (Jt. Exh. 1(e)(3)). Respondent has simply declared the entire subject of rental rates to be outside the duty to bargain without regard to specific matters within its discretion. I find that 5 U.S.C. § 5911 and OMB Circular A-45 do not, as a general matter, relieve Respondent of its obligation to bargain over the increase in rental rates to the extent of its discretion and the Statute.

The General Counsel also argues that, even if the subject matter is nonnegotiable, Respondent was obligated to bargain over the impact and implementation of the change. The General Counsel asserts and Respondent does not disagree that because of the rental increase the 35 bargaining unit employees had an additional $50 to $150 taken out of their paychecks each month. I agree with the General Counsel that this change is more than *de minimis*. Therefore, I find that Respondent had a duty to bargain pursuant to section 7106(b)(2) and (3).

Section 7116(d) Does Not Operate as a Bar in this Case

Section 7116(d) of the Statute prevents the raising as an unfair labor practice "[i]ssues which can properly be raised under an appeals procedure." *See generally United States Small Business Administration, Washington, DC*, 51 FLRA 413 (1995)(*SBA*). I find that section 7116(d) does not operate as a bar in this case.

First, Respondent's rent-increase reconsideration procedure is not an "appeals procedure" within the meaning of section 7116(d). This section does not encompass appeals procedures that do not provide for third-party review of an agency action. *Veterans Administration Regional Office, Denver, Colorado*, 7 FLRA 629, 639 (1982)(ALJ Decision). Respondent's procedure is an intra-agency review process and, therefore, section 7116(d) is not applicable here.

Second, the legal theory pursued by the Union in the unfair labor practice proceeding is different from that pursued by individuals in Respondent's rent-increase reconsideration procedure. Authority precedent makes it clear that if the legal theories are different, section 7116(d) does not act as a bar to the unfair labor practice

charge. *Olam Southwest Air Defense Sector (TAC), Point Arena Air Force Station, Point Arena, California*, 51 FLRA 797, 802 (1996). In *SBA*, the Authority explained that, while it would decline jurisdiction in cases where the alleged unfair labor practice focuses on the rights of an individual employee, it would assert jurisdiction "when the ULP focuses on the union's institutional interest in protecting the rights of other employees." *SBA*, 51 FLRA at 422.

In this case, Respondent's rent-increase reconsideration procedure focuses exclusively on individual employees and their right to appeal rental increases. The unfair labor practice, in contrast, focuses on the Union and concerns only the Agency's statutory obligation to bargain over a change in working conditions. The Union would not be able to pursue the statutory bargaining issue in Respondent's reconsideration procedure. Accordingly, I find that, even if it were applicable, section 7116(d) would not bar the unfair labor practice in this case because Respondent's appeal procedure covers different issues than those raised by the unfair labor practice in this case.

Remedy

The General Counsel seeks a cease and desist order, a notice posting, and an affirmative order directing Respondent to return to the *status quo ante*, to make whole the adversely affected bargaining unit employees, and to notify and upon request bargain with the Union concerning any proposed change in rental rates.

The requested relief is appropriate. The Authority has repeatedly recognized that remedies should be designed to "restore, so far as possible, the status quo that would have obtained but for the wrongful act." *See, e.g., Department of Defense Dependents Schools*, 54 FLRA 259, 269 (1998). Since the Respondent in this case has unlawfully refused to bargain over the substance of a decision that affects working conditions, it is not necessary to review the criteria governing whether to award a *status quo ante* relief in those cases involving an agency's failure to bargain over the impact and implementation of a decision reserved to managerial discretion. *See Navajo Area Indian Health Service, Winslow Service Unit, Winslow, Arizona,* 55 FLRA 186, 189 (1999); *Federal Correctional Institution*, 8 FLRA 604, 606 (1982)(*FCI*).

Even if the Respondent had a duty to bargain over only section 7106(b)(2) and (3) matters, the *status quo ante* remedy is appropriate. Where an agency has failed to

bargain over the impact and implementation of a management decision, the Authority evaluates the appropriateness of a *status quo ante* remedy using the factors set forth in *FCI*, 8 FLRA at 606. In this connection, the Authority considers: (1) whether, and when, an agency notified the union concerning the change; (2) whether, and when, the union requested bargaining over procedures for implementing the change and/or appropriate arrangements for employees adversely affected by the change; (3) the willfulness of the respondent's conduct in failing to bargain; (4) the nature and extent of the impact upon adversely affected employees; and (5) whether, and to what extent, a *status quo ante* remedy would disrupt the respondent's operations. *U.S. Department of Energy, Western Area Power Administration, Golden, Colorado*, 56 FLRA 9, 13 (2000).

Each of the *FCI* factors supports a *status quo ante* remedy in this case. With respect to the first *FCI* factor, it is undisputed that Respondent did not provide the Union with prior notice of the rental increase. With regard to the second factor, the Union promptly requested bargaining. With respect to the third *FCI* factor, I find that Respondent's failure to bargain was willful based on the undisputed fact that Respondent denied the Union's request to bargain. *See U.S. Department of the Army, Lexington-Blue Grass Army Depot, Lexington, Kentucky*, 38 FLRA 647, 649 (1990)(holding that if a respondent's actions are otherwise intentional, then the respondent's erroneous belief that it had no duty to bargain does not support a conclusion that the respondent's actions were not "willful" for the purposes of FCI).

With regard to the fourth *FCI* factor, I find that the rental increases ranging from approximately 25% to 70%, had a severe impact on the bargaining unit employees. And with regard to the fifth factor, Respondent has not asserted -- and the record does not indicate -- that the remedy would disrupt agency operations.

Concerning the make-whole aspect of the remedy, I agree with the General Counsel that such an order is an appropriate equitable remedy because it "attempt[s] to give the plaintiff the very thing to which he was entitled." *U.S. Department of Veterans Affairs*, 55 FLRA 1213, 1216 (2000)(*Veterans Affairs*). In *Veterans Affairs*, the Authority found that the respondent violated the Statute when it unilaterally implemented an increase in parking fees. The Authority ordered a make-whole remedy, instructing the respondent to reimburse the employees by reducing parking rates charged to employees for a period of time necessary to offset the difference between the

unlawfully implemented rate and the former rate. *Id.* at 1216. In light of this precedent, I find the make-whole remedy urged by the General Counsel to be appropriate.

Based on the above findings and conclusions, it is recommended that the Authority issue the following Order:

ORDER

Pursuant to section 2423.41(c) of the Authority's Rules and Regulations and section 7118 of the Federal Service Labor-Management Relations Statute, it is hereby ordered that the Department of Health and Human Services, Public Health Service, Indian Health Service, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota, shall:

1. Cease and desist from:

(a) Failing to give notice and refusing to bargain with the Laborers' International Union of North America, Local 580, AFL-CIO, concerning the increase in rents that it charged unit employees beginning on March 12, 2000.

(b) Unilaterally implementing changes in working conditions of its unit employees' government-provided housing without first providing the Laborers' International Union of North America, Local 580, AFL-CIO, with notice of the change and an opportunity to bargain over the change to the extent required by the Federal Service Labor-Management Relations Statute.

(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 actions in order to effectuate the purposes and policies of the Federal Service Labor-Management Relations Statute:

(a) Rescind the March 12, 2000, increase in rental rates for bargaining unit employees.

(b) Effect a further decrease in rental rates charged bargaining unit employees for a period of time necessary to offset the difference between the unlawfully implemented rate and the former rate until such time as the affected employees have been made whole.

(c) Notify, and upon request, bargain with the Laborers' International Union of North America, Local 580, AFL-CIO, concerning any proposed change in rental rates.

(d) Post at the Quentin N. Burdick Memorial Health Care Facility, 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 Director, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota, and they shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material.

(e) Pursuant to section 2423.41(e) of the Authority's Rules and Regulations, notify the Regional Director, Chicago Regional Office, Federal Labor Relations Authority, in writing, within 30 days from the date of this Order, as to what steps have been taken to comply herewith.

Issued, Washington, DC, June 20, 2001.

_____

GARVIN LEE OLIVER
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Relations Authority has found that the Department of Health and Human Services, Public Health Service, Indian Health Service, Quentin N. Burdick Memorial Health Care Facility, Belcourt, North Dakota, violated the Federal Service Labor-Management Relations Statute, and has ordered us to post and abide by this Notice.

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT fail to provide the Laborers' International Union of North America, Local 580, AFL-CIO, the exclusive representative of our employees, with notice concerning increases in rental rates that were implemented on March 12, 2000.

WE WILL NOT unilaterally implement changes in working conditions of bargaining unit employees by increasing rental rates for government-provided housing without first notifying and providing the Laborers' International Union of North America, Local 580, AFL-CIO, with notice and an opportunity to negotiate over the impact and implementation of the increase in rental rates as required by the Federal Service Labor-Management Relations Statute.

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 March 12, 2000, increase in rental rates for government-owned housing rented by bargaining unit employees.

WE WILL effect a further decrease in rental rates charged unit employees for a period of time necessary to offset the difference between the unlawfully implemented rate and the former rate until such time as the affected employees have been made whole.

WE WILL notify, and upon request, bargain with the Laborers’

International Union of North America, Local 580, AFL-CIO, over any proposed change in rental rates for bargaining unit employees.

_____
(Respondent/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, Chicago Regional Office, Federal Labor Relations Authority, whose address is:

55 W. Monroe, Suite 1150, Chicago, IL 60603, and whose telephone number is: (312)353-6306.

CERTIFICATE OF SERVICE

I hereby certify that copies of this **DECISION** issued by GARVIN LEE OLIVER, Administrative Law Judge, in Case No. CH-CA-00465, were sent to the following parties:

CERTIFIED MAIL AND RETURN RECEIPT NOS:	**CERTIFIED**
John Gallagher, Esquire Federal Labor Relations Authority 55 West Monroe, Suite 1150 Chicago, IL 60603	P168-060-298
E. Denise Goodface AA, Indian Health Service 115 4th Avenue, SE., Rm. 309 Aberdeen, SD 57401	P168-060-299
Gerald Schmitt, Business Manager LIUNA, Local 580 1323 E. Front Avenue, #8 Bismarck, ND 58504	P168-060-300
Shelly Harris, Chief Steward LIUNA, Local 580 P.O. Box 915 Belcourt, ND 58316	P168-060-301

_____
CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: JUNE 20, 2001
WASHINGTON, DC