

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

U.S. DEPARTMENT OF VETERANS AFFAIRS VETERANS AFFAIRS MEDICAL CENTER COATESVILLE, PENNSYLVANIA Respondent	
and	Case No. BN-CA-90497
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R3-35, SEIU, 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 **APRIL 11, 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: March 12, 2001
Washington, DC

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

MEMORANDUM
2001

DATE: March 12,

TO: The Federal Labor Relations Authority

FROM: GARVIN LEE OLIVER
Administrative Law Judge

SUBJECT: U.S. DEPARTMENT OF VETERANS AFFAIRS
VETERANS AFFAIRS MEDICAL CENTER
COATESVILLE, PENNSYLVANIA

Respondent

and
CA-90497

Case No. BN-

NATIONAL ASSOCIATION OF GOVERNMENT
EMPLOYEES, LOCAL R3-35, SEIU, 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 the transcript, exhibits and any briefs filed by the parties.

Enclosures

FEDERAL LABOR RELATIONS AUTHORITY

Office of Administrative Law Judges

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WASHINGTON, D.C.

U.S. DEPARTMENT OF VETERANS AFFAIRS VETERANS AFFAIRS MEDICAL CENTER COATESVILLE, PENNSYLVANIA Respondent	
and	Case No. BN-CA-90497
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, LOCAL R3-35, SEIU, AFL-CIO Charging Party	

Stephen M. Pahides, Esquire
For the Respondent

Edward J. Smith, Esquire
For the Charging Party

Richard D. Zaiger, Esquire
Alfred Gordon, Esquire
For the General Counsel, FLRA

Before: GARVIN LEE OLIVER
Administrative Law Judge

DECISION

Statement of the Case

The unfair labor practice complaint, as amended, alleges that 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), when, on or after August 26, 1998, the Respondent implemented VA Handbook 5451, Employee Recognition and Awards Procedures and Guides and/or when, on or about March 1, 1999, the Respondent implemented Medical Center Policy #ESD-11-99, Employee Recognition Program, without providing the Charging

Party (Union) with notice and an opportunity to bargain to the extent required by the Statute. The complaint further alleges that the Respondent violated section 7116(a)(1) and (5) of the Statute by failing to respond to the Charging Party's request to bargain over Medical Center Policy #ESD-11-99 and accompanying proposals and at no time informed the Union that it had decided not to implement the change.

Respondent's answer admitted the jurisdictional allegations as to the Respondent, the Union, and the charge, but denied any violation of the Statute.

For the reasons explained below, I conclude that the Respondent violated the Statute as alleged.

A hearing was held in Philadelphia, Pennsylvania. The Respondent, Union, and the General Counsel were represented by Counsel and afforded a full opportunity to be heard, adduce relevant evidence, examine and cross-examine witnesses, and file post-hearing briefs. The Respondent and General Counsel filed helpful briefs.¹ Based on the entire record, including my observation of the witnesses and their demeanor, I make the following findings of fact, conclusions of law, and recommendations.

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¹/ The General Counsel's motion to strike portions of the Respondent's brief as asserting certain facts and documents not in evidence is supported by the record and granted. See Tr. 6, lines 10-14. The Respondent's argument in its brief that the unfair labor practice charge is barred due to a previously filed grievance on the same matter was not previously raised in its answer, prehearing disclosure, or opening statement. Accordingly, the section 7116(d) defense is stricken as a sanction, pursuant to section 2423.24(e) of the Authority's Regulations, for failing to raise the defense in its prehearing disclosure. *U.S. Department of Housing and Urban Development*, 56 FLRA 592, 596 (2000). In the alternative, a preponderance of the evidence does not support the defense. The vague references to a grievance and arbitration in the testimony of George R. Pearson, Chief of Human Resources Management Service (Tr. 89, 124) and in General Counsel Exh. 3 (without attachments), are insufficient for a determination that the unfair labor practice arose from the same set of factual circumstances as the grievance and the theories advanced in support of the unfair labor practice and the grievance are substantially similar. See *Department of Defense, U.S. Army Reserve Personnel Command, St. Louis, Missouri*, 55 FLRA 1309, 1313 (2000).

Findings of Fact

The National Association of Government Employees, SEIU, AFL-CIO (NAGE) is the certified exclusive representative of a nationwide consolidated unit of employees appropriate for collective bargaining at the Department of Veterans Affairs. The Union is an agent of NAGE for the purposes of representing bargaining unit employees at the Respondent's Medical Center in Coatesville, Pennsylvania. The Union represents approximately 900 employees.

Mark D. Bailey, Sr., serves as the President of the Union, a position he has held for 12 years. However, Mr. Bailey has been removed from service as an employee of the Respondent and has had his access to Respondent's facility severely limited. Because of these limitations, the parties have arranged on previous occasions to hold negotiations at the Coatesville Memorial Community Center at 9th and Chestnut Streets in Coatesville, Pennsylvania.

In 1998, the Department of Veterans Affairs (DVA) changed from a five-tiered performance rating system to a two-tiered (pass/fail) performance rating system for Title 5 employees. When this happened, performance awards for these employees were no longer linked to employee performance ratings. DVA then sought to implement two publications: VA Directive 5451, Employee Recognition and Awards, to bring VA's policy into alignment with the performance appraisal system, and VA Handbook 5451, Recognition and Awards Procedures, a related handbook for carrying out the policies in the directive.

To accomplish these matters, DVA negotiated a Memorandum of Understanding (MOU) with NAGE regarding the Employee Recognition and Awards Policy on July 23, 1998. Paragraph 4 of the MOU states:

The parties agree that pending final and binding agreement over proposals relating to incentive awards and employee recognition, the DVA may implement Directive 5451, subject to impact bargaining obligations at the facility level. (G.C. Exh. 4).

The negotiators for NAGE proposed this paragraph to ensure that NAGE Local Unions would retain their impact bargaining rights with regard to this new recognition program. The DVA negotiator accepted this proposal with no modifications. In drafting and signing the MOU, the parties did not intend to limit the Respondent's bargaining obligations to only the Directive and not to the

accompanying Handbook, as the Handbook is the implementing tool for the Directive, and the two documents together make up DVA's new Employee Recognition and Awards Policy.

The Respondent received VA Directive 5451 and the related new appendices to VA Handbook 5451 from the DVA in August 1998. (Jt. Exh. 2 & 3). However, the Respondent did not notify the Union that it had received the Directive and Handbook or that it planned to implement the new policy at the Coatesville facility.

In an October 30, 1998 letter to the Union concerning a grievance (not further described in the record), the Respondent, through George R. Pearson, Chief of Human Resources Management Service, stated that it was still "following our existing incentive awards policy." Pearson added that "[i]t is unfortunate that local NAGE R3-35 refuses to recognize the [DVA's] new two tier rating system which no longer automatically compensates employees for a performance rating of Outstanding, Highly Successful or Fully Successful ratings." (G.C. Exh. 9). Pearson's letter went on to state:

As far as incentive awards are concerned, management has not made any changes. Employees still receive special contribution awards, time off awards, group awards, special advancement for achievement awards, employee of the month/year awards and special act awards. . . . (G.C. Exh. 9).

The incentive awards Pearson referred to were set forth in the Respondent's incentive awards policy, Medical Center Policy #05-16-93 of May 1993. (G.C. Exh. 10). It was the Union's understanding that Pearson meant that the Medical Center was still following its 1993 policy.

On February 4, 1999, Sue W. Scott, the Respondent's Performance Manager, sent a copy of Draft Medical Center Policy #ESD-11-99, Employee Recognition Program, to the Union. The transmittal slip that accompanied the policy stated that supervisors and employees would receive training on this "new policy" between March and June of 1999. (Jt. Exh. 4). The Union responded to this new policy with ground rules proposals and bargaining proposals dated February 6, 1999. (G.C. Exh. 5 & 6). The Respondent received the proposals on February 16, 1999 (G.C. Exh. 5 at 1; 6 at 8), well within the 15-day time

limit required by the parties' Master Agreement.² (Jt. Exh. 1 at 8-9). Nevertheless, the Respondent did not respond to the Union's proposals and bargaining request.

The Union subsequently received further information regarding the Respondent's plans for implementing a new performance awards program. Paragraph 4(g) of the minutes from a Chief of Information Office staff meeting on February 11, 1999, stated:

The medical center is in the process of implementing the new performance awards program. Services will be allocated funds and will be in control of their own awards program. CIO has asked for suggestions from the staff on the type of awards that they prefer. (G.C. Exh. 7).

Union President Bailey was also advised by Supervisors Lucille Williams, William Griffin, and Spence Sidkner that they had received training on ESD-11-99.

The Union filed an unfair labor practice charge. In response to the charge and an investigation by the Boston Region of the Authority, the Respondent advised the Boston Region in November 1999 that there was "no active Medical Center Policy by that name or number [ESD-11-99]," that no such policy was listed on the current Center list of policies, and that "[m]anagement adheres to VA Handbook 5451, Employee Recognition and Awards Procedures and Guides, regarding awards." (G.C. Exh. 2, 3; Jt. Exh. 6). At about the same time, the Respondent, by Chief Executive Officer

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NAGE and the Department of Veterans Affairs entered into a Master Agreement on April 28, 1992. (Jt. Exh. 1). Article 11, Section 2, of the Master Agreement concerns procedures for bargaining and contains the following language:

A. The Employer shall notify the Union prior to the planned implementation of a proposed change to conditions of employment. The notice shall advise the Union of the reason for the change and the proposed effective date.

B. The Union shall have fifteen (15) calendar days from the date of notification to request bargaining and to forward written proposals to the Employer except in emergency situations where a 15 day notice would not be practicable. . . .

D. Upon timely request by the Union, bargaining will normally commence within ten (10) calendar days, unless otherwise agreed upon by the parties.

Gary W. Devansky, advised Union President Bailey simply that no Center policy "has yet been issued." However, Pearson advised Bailey that the Respondent had implemented the VA Directive.

Mr. Pearson testified that a decision was made by the Chief Executive Officer not to implement ESD-11-99 and the VA Directive as it was concluded that the proposed policy "just parrot[ed] the [VA] Handbook." (Tr. 97, 116). Mr. Pearson testified that his understanding of the MOU executed at the national level required bargaining only if there was a change in conditions of employment. Pearson stated that Respondent's current policy is Medical Center Policy #05-16-93 of May 1993 and there has been no change.

I do not credit Mr. Pearson's testimony that Respondent's current policy is, or was at relevant times, the Medical Center's Policy #05-16-93 of May 1993 or that there has been no change in the awards policy. Medical Center Policy #05-16-93 states a mandatory reissue date of May 1996 (G.C. Exh. 10), and Respondent's own list of current Center policies does not include Medical Center Policy #05-16-93 (Jt. Exh. 6). Moreover, bargaining unit employees no longer receive performance-based awards, as authorized by Medical Center Policy #05-16-93, and the ad hoc awards committee designated to review nominations and recommend monetary awards for performance under Medical Center Policy #05-16-93 no longer exists.

The record reflects that Respondent has made changes in the incentive awards system from Medical Center Policy #05-16-93 in that it is now admittedly "adhering" to the VA Handbook 5451. A common dictionary meaning of "adhere" is "to follow without deviation." Webster's II, New Riverside University Dictionary (1988). As noted, VA Directive 5451 brought VA's recognition and awards policy into alignment with the performance appraisal system, a two-tiered (pass/fail) performance rating system for Title 5 employees, whereby performance awards for Title 5 employees were no longer linked to employee performance ratings as under Medical Center Policy #05-16-93. VA Handbook 5451, Recognition and Awards Procedures, provided facilities with the procedures and guides for carrying out the policies in the directive. In addition, VA Handbook 5451 authorized On-the-Spot and Time-Off Awards as specifically included in the category of Special Contribution Awards. These awards were not specifically included in Special Contribution Awards in Medical Center Policy #05-16-93. Bargaining unit employees have since received On-the-Spot Awards.

Respondent did not notify the Union that it had made a decision not to implement Medical Center Policy #ESD-11-99, as had been proposed, nor did it notify the Union and afford it an opportunity to bargain concerning its decision to implement VA Handbook 5451 instead of Medical Center Policy #ESD-11-99.

Discussion and Conclusions

Unilateral Change in Conditions of Employment

The record reflects that the Respondent made a change in conditions of employment of bargaining unit employees when, on or after August 26, 1998 the Respondent implemented VA Handbook 5451 (and VA Directive 5451, the basis for the relevant provisions of the Handbook), concerning employee recognition and awards procedures and guides. *Department of Veterans Affairs Medical Center, St. Louis, Missouri*, 50 FLRA 378, 380 (1995) (award program a condition of employment); *National Treasury Employees Union and Internal Revenue Service*, 27 FLRA 132, 136-37 (1987) (proposals relating to incentive awards concern a condition of employment); *National Association of Government Employees, Local R1-144, Federal Union of Scientists and Engineers and U.S. Department of the Navy, Naval Underwater Systems Center, Newport, Rhode Island*, 38 FLRA 456, 481 (1990) (performance awards concern a condition of employment).

The record establishes that the parties at the level of exclusive recognition - i.e., at the national level - planned to bargain over incentive awards and employee recognition. In the parties' MOU regarding VA Directive 5451, NAGE agreed to allow the DVA to implement the Directive pending final and binding agreement over proposals relating to incentive awards and employee recognition, subject to impact bargaining obligations at the facility level. Apart from the MOU, "[i]t is long established [under the Statute] that an agency 'must meet its obligation to negotiate prior to making changes in established conditions of employment[.]'" *U.S. Department of Justice, Immigration and Naturalization Service, Washington, DC*, 56 FLRA 351, 356 (2000) (INS) (quoting *Department of the Air Force, Scott Air Force Base, Illinois*, 5 FLRA 9, 11 (1981)). Accordingly, Respondent violated section 7116(a)(1) and (5) of the Statute when, on or after August 26, 1998, the Respondent implemented VA Handbook 5451, Employee Recognition and Awards Procedures and Guides, and VA Directive 5451 on which it was based, without providing the Union with notice and an opportunity to bargain to the extent required by the Statute.

Failure to Respond to Bargaining Request

The record reflects that the Respondent started the bargaining process by sending to the Union a proposed change in working conditions in the form of Medical Center Policy #ESD-11-99. The Union responded with a request to bargain and a comprehensive set of bargaining proposals.³ The Respondent never responded to the Union's bargaining request or its bargaining proposals, and it never informed the Union that the Chief Executive Officer had decided not to implement Medical Center Policy #ESD-11-99 and had concluded that the proposed policy "just parrot[ed] the [VA] Handbook" to which it was "adhering."

The bargaining process requires on-going communications. *INS*, 56 FLRA at 357. While management certainly has the right to withdraw a proposed change in working conditions prior to implementation, it would frustrate the purposes of the Statute for management to withdraw a proposed change without notifying the union, especially once the bargaining process has begun. "[T]he statutory obligation to bargain includes, at a minimum, the requirement that a party respond to a bargaining request." *Army and Air Force Exchange Service, McClellan Base Exchange, McClellan Air Force Base, California*, 35 FLRA 764, 769 (1990); *INS*, 56 FLRA at 356; *U.S. Department of Justice, Immigration and Naturalization Service*, 55 FLRA 892, 901 (1999). It is not unreasonable to expect of a party to collective bargaining that he display a degree of diligence comparable to that which he would display in his other business affairs of importance. *Cf. J.H. Rutter-Rex Manufacturing Company, Inc.*, 86 NLRB 470, 506 (1949).

The Respondent's failure to respond to the Union's bargaining request or its bargaining proposals and its failure to advise the Union that the Executive Officer had decided not to implement the proposed Medical Center Policy #ESD-11-99 amounted to a refusal to discuss or negotiate on conditions of employment in good faith, as required by section 7114(b)(1) and (2) of the Statute, and violated section 7116(a)(1) and (5) of the Statute, as alleged.

The Remedy

In addition to the usual cease and desist order and posting required of the Respondent, Counsel for the General

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3/ The Respondent claims that the Union did not include a specific date to commence bargaining in its ground rules. Such a date was covered by Article 11, Section 2.D., *n.2 supra*, which provides that "bargaining will normally commence within ten (10) calendar days, unless otherwise agreed upon by the parties."

Counsel requests a retroactive bargaining order and a make whole relief. Counsel for the General Counsel does not seek a *status quo ante* remedy because such a remedy would require the Respondent to rescind any awards it may have made to bargaining unit employees since implementing VA Handbook 5451.

The Authority has held that a retroactive bargaining order "is appropriate where a respondent's unlawful conduct has deprived the exclusive representative of an opportunity to bargain in a timely manner over negotiable conditions of employment affecting bargaining unit employees." *United States Department of the Air Force, Air Force Materiel Command*, 54 FLRA 914, 922 (1998) (quoting *Federal Aviation Administration, Northwest Mountain Region, Renton, Washington*, 51 FLRA 35, 37 (1995) (*Renton FAA*)). Such an order "approximate[s] the situation that would have existed had the Respondent fulfilled its statutory [bargaining] obligations." *Renton FAA*, 51 FLRA at 37. The Authority has also recently held that a make whole order regarding performance awards is appropriate under the Back Pay Act, 5 U.S.C. § 5596. *Federal Aviation Administration*, 55 FLRA 1271 (2000).

The Union's request for attorney fees for this proceeding should be initially addressed to the Authority pursuant to the Back Pay Act, 5 U.S.C. § 5596(b)(1), in the event the Authority, in its action on this decision pursuant to 5 C.F.R. § 2423.41, corrects or directs the correction of an unjustified or unwarranted personnel action. See *U.S. Department of Veterans Affairs Medical Center, Allen Park, Michigan*, 49 FLRA 405, 406 n.2 (1994); *U.S. Customs Service*, 46 FLRA 1080 (1992).

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 U.S. Department of Veterans Affairs, Veterans Affairs Medical Center, Coatesville, Pennsylvania, shall:

1. Cease and desist from:

(a) Changing the conditions of unit employees by implementing VA Directives, VA Handbooks, or any related policy dealing with employee recognition and awards, without providing the National Association of Government Employees,

Local R3-35, SEIU, AFL-CIO, the agent of the exclusive representative of its employees, with notice and an opportunity to negotiate to the extent consistent with the Federal Service Labor-Management Relations Statute.

(b) Failing or refusing to respond to a bargaining request from the National Association of Government Employees, SEIU, AFL-CIO, Local R3-35, and, if submitted in response to proposed policies, failing to advise the Union promptly of any substantive change in the status of the proposals.

(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) Upon request, bargain with the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, to the extent consistent with the Statute over its implementation of VA Directive 5451 and VA Handbook 5451, concerning the employee recognition and awards policy, and apply retroactively to the date of implementation the terms of any agreement that may result.

(b) Make whole any bargaining unit employee for any loss of pay and/or benefits suffered as a result of the its failure to negotiate with the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, over the implementation of VA Directive 5451 and VA Handbook 5451 concerning the employee recognition and awards policy. Any such payment will be made in accordance with the Back Pay Act, 5 U.S.C. § 5596, as amended, and will include the payment of interest.

(c) Post at its facilities at the Coatesville Medical Center where bargaining unit employees represented by the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO are located, 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 Chief Executive Officer 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 ensure that such Notices are not altered, defaced, or covered by any other material.

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

Issued, Washington, DC, March 12, 2001.

GARVIN LEE OLIVER
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

POSTED BY ORDER OF THE

FEDERAL LABOR RELATIONS AUTHORITY

The Federal Labor Authority has found that the U.S. Department of Veterans Affairs, Veterans Affairs Medical Center, Coatesville, Pennsylvania, 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 change the conditions of employment of bargaining unit employees by implementing VA Directives, VA Handbooks, or any related policy dealing with employee recognition and awards, without providing the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, the exclusive representative of our employees, with notice and an opportunity to negotiate to the extent consistent with the Federal Service Labor-Management Relations Statute.

WE WILL NOT fail or refuse to respond to a bargaining request of the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, and if submitted in response to

our proposed policies, we will advise the Union promptly of any substantive change in the status of our proposals.

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 upon request, bargain with the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, to the extent consistent with the Federal Service Labor-Management Relations Statute concerning our implementation of VA Directive and Handbook 5451 concerning the employee recognition and awards policy, and we will apply retroactively to the date of our implementation the terms of any agreement that may result.

WE WILL make whole any bargaining unit employee for any loss of pay and/or benefits suffered as a result of our failure to negotiate with the National Association of Government Employees, Local R3-35, SEIU, AFL-CIO, over our implementation

of VA Directive 5451 and VA Handbook 5451 concerning the

employee recognition and awards policy. Any such payment will be made in accordance with the Back Pay Act, 5 U.S.C. § 5596, as amended, and will include the payment of interest.

(Respondent/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: 99 Summer Street, Suite 1500, Boston, MA 02110, and whose telephone number is: (617)424-5730.

CERTIFICATE OF SERVICE

I hereby certify that copies of the **DECISION** issued by GARVIN LEE OLIVER, Administrative Law Judge, in Case No. BN-CA-90497, were sent to the following parties:

CERTIFIED MAIL AND RETURN RECEIPT

CERTIFIED NOS:

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CATHERINE L. TURNER, LEGAL TECHNICIAN

DATED: MARCH 12, 2001
WASHINGTON, DC