OFFICE OF ADMINISTRATIVE LAW JUDGESWASHINGTON, D.C. 20424

SOCIAL SECURITY ADMINISTRATION.PUEBLO DISTRICT OFFICE .PUEBLO, COLORADO . Respondent .. and . Case No. 7-CA-00721.AMERICAN FEDERATION OF .GOVERNMENT EMPLOYEES, .LOCAL 1802, AFL-CIO . Charging Party . Richard A. Matthews, Esq. For the Respondent
Hazel E. Hanley, Esq. For the General Counsel

Before: JOHN H. FENTON Chief Administrative Law Judge

DECISION

The Complaint alleges that Respondent revised the flextime procedures at its Pueblo District Office, reducing the number of employees required to work Shift 2, without providing Local 1802 with notice and an opportunity to negotiate the impact and implementation of such change. While Respondent's defenses are many, it essentially argues that the Union during negotiation of the National Collective Bargaining Agreement, waived its right to bargain over the procedures and arrangements for employees affected by management's decision to change the number of employees assigned to a specific shift.

FACTS

The Social Security Administration and the American Federation of Government Employees, AFL-CIO, have been parties to a National Agreement since January 25, 1990. A flextime plan for district and branch offices is set forth in Appendix A. In relevant respect, it provides as follows:[(1)]

Flextime Plan for District and Branch Offices

Section 1--Purpose

This agreement sets forth the flextime procedures to be followed in SSA district and branch offices.

Section 2--Implementation and Scope

A. **Implementation**

The provisions of this appendix will take effect ninety (90) days after the effective date of this agreement.

B. **Scope**

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3. Large Offices

Offices which have at least fifteen (15) full-time permanent bargaining unit employees on duty as of August 14, 1988, will be covered by the following provisions.

a. Flextime Shifts

Shift 1 begins forty five (45) minutes before the normal start time and ends forty-five (45) minutes after the normal start time. Shift 2 begins at the normal start time and ends forty-five (45) minutes after the normal start time.

b. Core Time

Core time is defined as that period of time when all employees are expected to be at work. It is the period forty-five (45) minutes after the normal start time to forty-five (45) minutes prior to the normal stop time. For example, if the normal office hours are 8 a.m. to 4:30 p.m. with one half (1/2) hour for lunch, the core hours are 8:45 a.m. to 3:45 p.m.

c. Flexible Band

Flexible band is defined as that part of the scheduled hours of work within which the employee may choose his/her time of arrival and departure from the office. The flexible band is a 1½ hour period starting forty-five (45) minutes before the normal start time and ending forty-five (45) minutes after normal start time. It will also be forty-five minutes prior to the normal end of the workday to forty-five (45) minutes after the end of the normal work day.

. . . . .

6. Common Provisions

The following provisions apply to both large and small offices:

a. The usual eight (8) hour workday plus lunch will be replaced by a working day which is

composed of two (2) different types of time: core time and flexible band.

b. In-office Training

Consistent with operational needs, training and meetings will be scheduled to minimize interference with the use of the morning flexband. On days that training and/or meetings are scheduled, employees will arrange their time of arrival so as to be present for such training and/or meetings.

c. Shift Assignments

Requests for preferred shift assignment will be accepted from employees no earlier than thirty (30) days prior to the implementation date. Management will assign the minimum number of employees it determines necessary to shift 2 to accommodate employee preference and operational needs.

d. Adjustments to Shift Assignments

In the event of unusual workload or staffing problems, management may assign employees to a different shift. Such assignment will be done equitably. When such adjustments are no longer necessary, employees will return to their scheduled shift assignment.

e. Shift Rotations

Shift rotations, where necessary, will be worked out at the local level taking into consideration the preferences of employees and the operational needs of the office. . . .

Only one witness addressed the extensive bargaining history of Appendix A. John D. Emmanuel, District Manager of SSA's Warren, Ohio Office, was Deputy Chief of Managements' negotiating team. He said that management consistently took the position that the traditional flextime plan was inappropriate in the over 1300 field offices because the public had to visit the offices and it was therefore mandatory that any plan would guarantee coverage at the end of the day, not always easily done because most employees prefer to start and leave early. Management therefore insisted upon two shifts, a mechanism which would allow it, if necessary, to staff the last hour or so with nonvolunteers. Appendix A was developed solely for field offices where members of the public were interviewed. Other offices not dealing directly with the public already had

traditional flextime in place.

According to Emmanuel, the Union had resisted the shift concept from the beginning, but finally accepted it after management agreed to a number of its counterproposals, most importantly its modification of the Shift Assignments provision to commit management to schedule "the minimum number of employees necessary to Tour 2 in accordance with employee preference and operational needs." Also significant was management's agreement that changes in shift assignments would occur only in the event of "unusual work problems . . . (and) . . . will be done equitably." The Union's request that it be accompanied by sufficient advance notice was not accepted. The union also failed to secure its counter proposal concerning shift rotations which would have required that they be "equitably" worked out at the local level and that they take into consideration the preferences of employees but not the operational needs of the office. Thus management agreed to limit its right to make shift assignments with contract assurances against arbitrary use of such power.

Emmanuel said that the final version of shift assign-ments included the words "management will assign the minimum number of employees it determines necessary to Shift 2 to accommodate employee preference and operational needs" so that "it would clearly be understood that this was not something that was going to be debated or argued about or subsequently the subject of hearings, but that management would have the right to assign the minimum number of employees it determines necessary." Similarly, Section 6D provides that adjustment in shift assignments, in the event of unusual workload or staffing problems, was to be done by management without bargaining, with the Union receiving only a commitment that it would be done equitably, and that affected employees would be returned to their scheduled shift assignment when the unusual problem was gone. Such management action may be subject to the grievance procedures but would give rise to no bargaining obligation. Finally, said Emmanuel, only the matter of Shift Rotations was to be left to local bargaining, i.e. the mechanism and the timing of rotation. Management secured its approach to flextime by a trade-off involving the grant of Alternative Work Schedules, which it had originally resisted.

More to the point in this case, at least as pressed at trial by Counsel for the General Counsel, there was never, according to Emmanuel, any discussion or manifest intention by either party to throw on the bargaining table changes in shift rotation which might occur as a result of changes in shift assignment. That is to say, management's exercise of its right to determine the size of Shift 2 would not, according to Emmanuel, trigger bargaining about changes in rotation methodology simply because shift changes might alter rotation preferences. It was the only matter left to local bargaining, and it contemplated establishment of a procedure for assignment to Shift 2 as well as the duration of the cycle once for the duration of the contract. It was management's purpose to avoid the chaos of bargaining every time a sickness, hire, quit or change in operational needs altered the status quo.

Pursuant to the National Agreement's Appendix A, the parties in Pueblo negotiated a Memorandum of Agreement concerning flextime for the 18(2) employees working in Pueblo only (i.e. not those at the Canon City, Trinidad and La Junta offices of the Pueblo District). In that group were five Service Representative (SRs), four Title II Claims Representatives (CR2s), four Title XVI Claims Representatives (CR-16s), two generalist CRs who could do both Title II and Title XVI claims, and two clericals. Each filled out a form showing shift preference, if any, and the SRs were also asked to give their days of preference.

Under the National Agreement the normal workday ran from 8:00 a.m. to 4:30 p.m., and Shift 1 employees were allowed a flexband from 45 minutes before to 45 minutes after that reporting time, with the day to end

eight and one-half hours later. Shift 2 employees had to report between 8:00 a.m. and 8:45 a.m. and depart eight and one-half hours later. Thus it was possible for a Shift 1 employee to work from 7:15 to 3:45 whereas a Shift 2 employee could leave no sooner than 4:30. This coupled with the fact that the flexible band for Shift 1 employees was 90 minutes long as opposed to 45 for those on Shift 2 makes it obvious that most employees would prefer the greater latitude and earlier hours of assignment to Shift 1. For this reason SSA was anxious to preserve its power to assign non-volunteers to cover the later part of the day, and the Union equally anxious to get SSA's commitment that such assignments be held to a "minimum."

Respondent Pueblo, through Assistant District Manager Orland Bergene determined that the minimum staffing requirement for Shift 2 would be four SRs, two CR 2s, two CR 16s, one CR generalist and one clerical. That left one SR, two CR 2s, two CR 16s, one CR generalist and one clerical on Shift 1. In the MOU it was agreed that the minimum requirement "will be reviewed in 30 days to see if more employees can be moved to Shift 1."

The agreement provided for weekly rotation from Shift 2 to Shift 1 for all employees except SRs, who would rotate daily. Each employee had the right to request rotation of his/her supervisor by Wednesday for the following week. Placement on the rotating roster was by service computation date. In the event of unusual workload or staffing problems, management retained the right to assign employees to a different shift temporarily, with volunteers to be sought, and in their absence, assignment to be made from the top of the roster for the group (there being a roster grouped by position). Employees were permitted to informally change a shift assignment for one day with a consenting employee and approval of the supervisor. The parties reached agreement on May 15, 1990. It specifically provided that "the flextime agreement may be reopened at any time by either party".

The 30-day period for review of the established minimum Shift 2 assignment passed, apparently while Vice President Bouchard was out of the office. On July 17 he wrote the District Manger requesting computer print-outs showing the times of incoming phone calls to the Pueblo office from April 1 through July 15 in order to "prepare for mid-term negotiations, i.e., review of the local flextime agreement and . . . to police Article 10 of the AFGE/SSA contract." He also requested leave records for the period October 1, 1989 through July 18, 1990 for the same purpose as well as for the purpose of determining whether age or sex discrimination was taking place in leave administration.

On July 27 Bouchard (who worked in Canon City) heard from a Pueblo employee that management, at a staff meeting, had indicated that too many people were assigned to Shift 2, but that it was unwilling to undertake the 30-day review until it was approached by the Union. The informant said that many employees were upset about the failure to re-negotiate, believing that the Union was dragging its feet.

On July 30, Bouchard called Bergene to demand re-negotiation of the MOU. Bergene proposed a reduction of Shift 2 from four SRs to three, from two Title II CRs to one and from Two Title XVI CRs to one. Thus three Shift 2 positions were to be eliminated. In addition, the District or generalist position was to be eliminated. One incumbent was to be transferred to the Title XVI CR group and one to the Title II CR group. Bouchard requested negotiations to develop procedures for suspending flextime and for providing Shift 2 coverage during emergency leave, noting that an employee had been denied leave sought in order to attend his grandmother's funeral. Bouchard requested that Bergene send him the proposed changes in writing. Bergene did so that same day. The proposal modified the MOU of May 16 in several respects in addition to those already conveyed orally. Thus the procedures for rotation would be changed to add to managements' right to

temporarily assign employees to a different shift in the event of unusual workload or staffing problems, the right to extend a work day. In addition, emergency leave was "added" to workload and staffing problems as a contingency justifying temporary reassignment. The provision noting that Shift 2 employees will be the primary late interviewers was supplemented with a statement that they "may be required to assist the branch offices with a telephone interview due to coverage problems." The provision permitting an employee to change a shift for a day with a consenting employee and the supervisor's approval was supplemented with the statement that Shift 2 employees must arrange for coverage if they wished to take nonemergency annual leave.

On August 2 Bouchard telephonically made a bargaining demand, the precise nature of which is unclear. However, his ambiguous follow-up written demand of August 3 tends to confirm Bergene's testimony that he wished to bargain on "everything" i.e. on all the matters set forth in the latter's memo of July 30 which would have modified the May 16 MOU.(3) Bouchard requested "negotiations on your proposed changes dated July 30" and told Bergene he was "not to implement any aspect of your proposal . . . (including) . . . changing any organizational subdivision of employees for flextime purposes." He acknowledged that "there may be contention as to whether bargaining is appropriate in determining the minimum number of employees for shift 2" adding that, "to protect its rights the Union demanded that there be no changes until I&I bargaining has taken place."

On August 10 Bergene wrote Bouchard, announcing that he was "withdrawing the proposed memorandum dated July 30 . . . (and) in accordance with our memorandum of May 16, 1990, we have changed 3 of the minimum shift 2 requirements as follows: 3 SR's, 1 Title II CR, 1 Title XVI CR . . . effective August 6." The unfair labor practice charge was filed four days later.

While there is no evidence of any further discussion of precisely what the Union wished to negotiate respecting either substance or impact and implementation, there is evidence that at least some unit employees wished to have the union negotiate new rotation cycles, and Bouchard testified that a change in minimum Shift 2 coverage would affect his stance on rotation. However, the matter was never raised in any specific way. Rather it appears that the Union wished to raise many matters of substance (as well as undefined impact and implementation matters) and that Bergene saw no requirement that he bargain over the only change he made on August 6, and communicated on August 10 - reduction of the staff assigned to Shift 2.

Discussion

The briefs range widely across many matters, including the bargainability of the proposed but withdrawn changes, other changes allegedly made thereafter, and a number of subjects the Union claims it desired to negotiate pursuant to the MOU reopener provision, but never specifically placed on the table, perhaps because bargaining was foreclosed by management's preemptive strike. In consequence, the issue framed by the Complaint is subordinated and almost drowned in a welter of facts and arguments having little or nothing to do with it. Thus, for example, the prosecutor argues that, assuming arguendo the Union was limited to impact and implementation bargaining. Respondent was required to maintain the status quo until negotiations were complete. Nevertheless, it is argued at length that flextime requires full negotiations and the remedy sought includes an order that Respondent afford the Union an "opportunity to bargain concerning flextime changes" as well as restoration of the status quo ante, requiring "recission of all unilaterally implemented flextime procedures put in affect since August 6, 1990."

One must therefore start with the Complaint and explore the question whether Respondent joined issue on matters not encompassed thereby, and is vulnerable to a finding that such matters were fully litigated and established the basis for findings and remedial relief.

The Complaint allegation is clear. It is that Respondent "revised its flextime procedures to reduce the number of employees required to work on Shift 2 . . . without providing Local 1802 with notice and an opportunity to negotiate the impact and implementation of the change." It was not amended in relevant respect at the hearing. While facts were elicited by both sides on many of these collateral issues, there was objection to most if not all of it, and, at least as to instances of alleged unilateral changes occurring after the August 6 matter which is the subject of this Complaint, the explanation offered for inquiry into such matters was that they showed that the adverse effects of the August change were reasonably foreseeable and not de minimis. Furthermore, Respondent made clear in its brief that only its action on August 6 was properly before me pursuant to paragraph 13 of the Complaint, thus ignoring the further limitation set forth in paragraph 14: the impact and implementation of such change. Thus it is fair to say that the question whether Respondent was obligated to negotiate about its decision to reduce staffing on Shift 2 was fully litigated and requires resolution herein, as was also the question whether it provided the Union with sufficient notice and an adequate opportunity to negotiate concerning impact and implementation. All other arguments will be ignored as neither alleged nor fully litigated.

The question whether the decision itself was required to be bargained is, of course, easily resolved, as the Complaint recognized in limiting the duty to impact and implementation. The national negotiations produced subsection 6(c) which clearly and unmistakably states that "management will assign the minimum number of employees it determines necessary to Shift 2 to accommodate employee preference and operational needs." (Emphasis supplied) While such concession arguably gives rise to grievance/

arbitration proceedings concerning whether the promised accommodation was in fact faithfully made, it is accompanied by an unmistakable waiver of the Union's rights to require negotiations concerning each decision to alter the allocation of personnel by shift.[(4)]

Of course the fact that management was free unilaterally to decide upon appropriate shift assignments does not free it from the usual obligation to bargain, upon request, about the procedure it will observe in doing so, and about appropriate arrangements for employees thereby adversely affected. The Union here clearly demanded such bargaining and that demand was simply ignored when management reduced the personnel assigned to Shift 2 three days later. Even assuming that the written request was not received before implementation occurred, and that management believed, based on the July 30 telephone conversation, that Bouchard wished only to bargain over the decision itself, it cannot reasonably be concluded that Respondent afforded the Union a reasonable opportunity to negotiate impact and implementation. Rather it foreclosed such opportunity by announcing in response to the demand that it had already instituted the change.

Respondent attempts to defend such conduct on the ground that Bouchard really sought only to bargain over reserved management rights, i.e., that his August 3 letter says that management could not change the number of employees on Shift 2 until it had negotiated that number. It asserts this argument is fortified by the fact that Bouchard never submitted a proposal "concerning the alleged impact and implementation of the change in numbers." Whatever emphasis Bouchard may have placed on his right to bargain about the substance of many proposed changes (most of which were withdrawn), his demand that this change not occur

"until I&I bargaining has taken place" is crystal clear and was simply ignored.

Respondent contends that the Union, in the National Agreement, waived any right to bargain over the procedures to be used in effecting a change in shift assignments and appropriate arrangements for employees affected thereby. It offers two arguments in support of such claim:

(1) that the Union gave up any such right in a series of tradeoffs in which the Union surrendered the right to bargain anything except the duration of shift rotation cycles and management secured its right not to accept a bargaining obligation respecting impact and implementation every time a hre, a termination, or a decision to redeploy existing personnel occurred, in return for its pledge to hold assignments to Shift 2 to a minimum, and to make adjustments in shift 1 assignment equitably;

(2) that negotiations concerning changes in the duration, or timing of, assignment in rotation to shift 2 would necessarily intrude upon management's unquestionable right to change such assignments, i.e. the consequences of the privileged change are locked in by numbers.

The answer to the first argument is that while the Union may not have secured a contract recognizing what it wanted, there is simply no evidence that it clearly and unequivocally waived its statutory right to negotiate impact and implementation (IRS, Washington DC and NTEU, 39 FLRA 1568). Even if the promise to keep assignments to Shift 2 to a minimum creates a contract right which may be viewed as a trade-off for negotiation of such numbers, it is silent respecting procedures or appropriate arrangements. The same is true of the "equitable" adjustments in shift assignments, which feature of the Appendix is in any event inapplicable here, as it clearly contemplates short-term changes based on "unusual workload or staffing problems."

The answer to the second argument is that it addresses only one of a number of matters the Union may have wished to address concerning impact and implementation bargaining. The matters Bouchard testified he desired to negotiate appear to be, as Respondent contends, matters of substance rather than procedures for accomplishing the privileged change or appropriate arrangements for adversely affected employees. It should be noted that Respondent's initial notice of contemplated changes encompassed many matters in fact not implemented. As General Counsel's brief amply illustrates, there were many features of the MOU which could have been substantively negotiated under its reopener provision: e.g. changes in rotation method or cycle, and procedures for covering emergency or nonemergency annual leave when assigned to Shift 2. They may have served to alleviate some adverse impact, but they were not encompassed by the Complaint, which addresses the failure to negotiate impact and implementation of the decision to downsize Shift 2. Like the shoemaker required to stick to his last, I am required to confine my inquiry to whether there was a deprivation of impact

and implementation bargaining, and may not explore the question whether other substantive matters were at that moment in time negotiable.

Here the change in shift size necessarily altered the timing of rotational assignments to each shift and in consequence disrupted such matters as car-pooling arrangements, babysitting arrangements, schooling or other such activities. Such changes would affect everyone in the office. Under the teaching of SSA, 24 FLRA 403, numbers are no longer a controlling consideration, but nevertheless will be "applied to expand rather than limit the number of situations where bargaining will be required." As the change affected the entire office and had significant impact, it cannot be deemed trifling or de minimis as Respondent contends.

Had Respondent not launched a preemptive strike, negotiations would have occurred on the Union's request for "I and I" bargaining. What matters might have arisen concerning procedures and/or arrangements in connection with good faith bargaining we do not know. Thus no determination can be made concerning the negotiability of any proposal it might have advanced, given the opportunity to do so. We can only conclude that Respondent violated Section 7116(a)(1) and (5) by making a privileged change in shift assignment without providing the Union adequate notice or an opportunity to bargain concerning procedures to be observed in making such change and appropriate arrangements for those employees thereby adversely affected.

General Counsel seeks restoration of the statusquoante. Absent serious disruption of government operations, such remedy has the salutary effect of requiring a respondent to be serious about its bargaining obligations because saddled with doing business in a way it sought to avoid. Nevertheless, I think such an order is inappropriate here. First, it will disrupt operations at the Pueblo office, forcing Respondent to again overload the mandatory second shift, in noncompliance with its contractual commitment to keep assignment to such shift to a minimum consistent with employee preference and operational needs. It is perhaps appropriate to observe that the employees expressed, unanimously, a preference for the first shift. Respondents' operational need is clear: to tailor hours to the traffic in calls or visits from Social Security applicants and recipients. It is far from clear that mandatory reassignments to Shift 2 would not seriously undermine that effort, as several months' experience led to a determination that Shift 2 was far too large. It is to be recalled also, that the original assignments were tentative, and were by agreement to be adjusted after 30 days' experience with the new flextime program. There is, further, an unknown ingredient - the fact that there may have been even further adjustments in the light of experience, so that a return to the original assignments, fashioned in advance of any experience with flextime, would be utterly unrealistic and seriously impair that office's efficiency and effectiveness. Under Federal Correctional Institution, 8 FLRA 604, it is also necessary to consider the timing of the notice provided the Union, as well as that of any Union request for bargaining, the willfulness of Respondent's conduct and the nature and extent of adverse impact. Here the Union had known, since the May 16 MOU, that an assessment of the tentative assignments to Shift 2 was scheduled to be made in late June. It sought information relevant to that subject. It did not, however, learn that management had decided to reduce the number of employees assigned to Shift 2 until the Union made a phone call on July 30. Implementation, of only one of a number of planned changes, occurred six days later. The Union requested impact and implementation, but never set forth specific subjects except for indicating a desire to discuss changes in rotation cycles. Respondent's violation was willful in the sense that it acted too quickly to permit the Union an adequate opportunity to place on the table requests related to impact and implementation of the one change actually made. I cannot say it was willful in the sense of a deliberate or wanton act in violation of the Union's rights, as opposed to action taken in the belief it was not required to bargain in the circumstances. On balance, I would reject rolling the clock back and recommend imposition of a prospective bargaining order.

Having found that Respondent violated Section 7116(a)(1) and (5) by refusing to bargain over the impact and implementation of its decision to reduce the numbers of employees assigned to Shift 2, I recommend the authority issue the following order:

ORDER

Pursuant to section 7118 of the Statute and section 2423.29 of the Authority's Rules and Regulations, the Authority hereby orders that the Social Security Administration, Pueblo District Office, Pueblo, Colorado, shall:

1. Cease and desist from:

(a) Changing shift assignments of its employees without first affording American Federation of Government Employees, Local 1802, AFL-CIO, the employees' exclusive bargaining representative, an opportunity to negotiate, upon request, with respect to the procedures which management will observe in implementing such changes and concerning appropriate arrangements for employees adversely affected thereby.

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

2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:

(a) Notify and bargain in good faith with the American Federation of Government Employees, Local 1802, AFL-CIO, upon request, concerning the procedures to be observed in implementing changed shift assignments, and concerning appropriate arrangements for employees adversely affected by such changes.

(b) Post at its facilities at all offices of the Pueblo District Office, 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 Manager and shall be posted and maintained by him for 60 consecutive days thereafter in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. The District Manager shall take reasonable steps to insure that such notices are not altered, defaced, or covered by any other material.

(c) Pursuant to section 2423.30 of the Authority's Rules and Regulations, notify the Regional Director, Denver Regional Office, in writing, within 30 days from the date of this Order, as to what steps have taken to comply herewith.

Issued, Washington, DC, December 3, 1992

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JOHN H. FENTON

Chief 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 the shift assignments of our employees, without first affording the American Federation of Government Employees, Local 1802, AFL-CIO, the employees' exclusive bargaining representative, upon request, an opportunity to negotiate with respect to the procedures which management will observe in implementing such changes and concerning appropriate arrangements for employees adversely affected thereby.

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 Statute.

WE WILL notify and bargain in good faith with the American Federation of Government Employees, Local 1802, AFL-CIO, upon request, concerning the procedures to be observed in implementing changed shift assignments and concerning appropriate arrangements for employees adversely affected by such changes.

_____

(Activity)

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 any of its provisions, they may communicate directly with the Regional Director of the Federal Labor Relations Authority, Denver Regional Office, whose address is: 1244 Speer Boulevard, Suite 100, Denver, CO 80204, and whose telephone number is: (303) 844-5224.

1. I have underscored particularly important subsections.

2. Two people shared a position, hence there were 17 positions.

3. Or, as Bouchard testified he "wanted to bargain the whole thing", i.e. to "fine-tune" the May MOU.

4. 4/ Normally, flextime matters are fully negotiable, pursuant

to Public Law 97-221. Griffis AFB, 38 FLRA 1136, 1162.