Office of Administrative Law Judges

SOCIAL SECURITY ADMINISTRATION
Respondent

and

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, COUNCIL 215, AFL-CIO
Charging Party

Case No. WA-CA-04-0604

H. Paul Vali, Esq.
For the General Counsel

Frieda R. Cheslow, Esq.
LaTina Burse Greene, Esq.
For the Respondent

Before: RICHARD A. PEARSON
Administrative Law Judge

DECISION

This is an unfair labor practice proceeding under the Federal Service Labor-Management Relations Statute, 5 U.S.C. §§ 7101-7135 (the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (the Authority), 5 C.F.R. part 2423 (2005).

This case was initiated on July 20, 2004, when the American Federation of Government Employees, Council 215, AFL-CIO (the Union or Charging Party) filed an unfair labor practice charge against the Social Security Administration, (the Agency or Respondent). After an investigation, the Regional Director of the Washington, D.C. Region of the Authority issued an unfair labor practice complaint on November 15, 2004, and an amended complaint on December 10, 2004, alleging that the Respondent violated § 7116(a)(1), (5) and (8) of the Statute by failing and refusing to provide necessary information to the Union. The Respondent filed a timely answer, admitting that it had refused to furnish the requested information to the Union for several months but denying that it was obligated to provide the information.

A hearing in this matter was held in Washington, D.C., at which all parties were represented and afforded an opportunity to be heard, to introduce evidence, and to examine witnesses. The General Counsel and the Respondent subsequently filed post-hearing briefs, which I have fully considered.

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.

FINDINGS OF FACT

The American Federation of Government Employees, AFL-CIO, (AFGE) is the exclusive representative of a nationwide bargaining unit of certain classes of employees of the Social Security Administration (SSA). The Union is an agent of AFGE for representing employees in the Respondent's Office of Hearings and Appeals (OHA), which is one of six major components of SSA and which has 139 hearing offices throughout the country. Tr. 114-16. Different councils within AFGE represent each of the national components of SSA, and the councils participate jointly in negotiating a collective bargaining agreement for all SSA employees represented by AFGE. At all relevant times, AFGE and SSA have been parties to a nationwide collective bargaining agreement (CBA).

Throughout the time that the events in this case occurred, AFGE and SSA were engaged in bargaining over a new CBA. Tr. 60. According to the parties' ground rules, they exchanged initial contract proposals on May 13, 2004, [1/] and bargaining sessions began within a week or two thereafter. Tr. 61. At the first session, each side explained its initial proposals, and then each week the chief negotiators would identify specific articles of the proposed contract to be discussed the following week. Tr. 75-77. The ground rules called for negotiations to be concluded by November, but subsequently the parties extended negotiations until at least March 2005. Tr. 77-79.

Article 10 of the old as well as the proposed new CBA covers hours of work. The contract is structured so that the main body of each article applies to the entire Agency, and several appendices to each article apply to the different component organizations of SSA. G.C. Ex. 4, Resp. Ex. 1. Appendix D of Article 10 addresses flexible work arrangements specifically for OHA employees, and Section 3B covers lunch and breaks. Section 3B in the old CBA provided:

> Management will continue the existing flexible lunch and break arrangements. If Management determines that an adjustment to lunch and/or breaks is necessary to solve any significant public service or operational problems caused by the flexible 5/4/9 work arrangement, the Union will be given the opportunity to bargain on such changes

1. All dates are 2004 unless otherwise noted.

> in working conditions, consistent with 5 USC 71 and the National Agreement.

Resp. Ex. 1 at 47. In its May 13 initial proposal for the new CBA, the Agency sought to delete this paragraph in its entirety and to replace it with a new Section 4 in the main body of Article 10, which would enable the Agency to "set different work schedules . . . to meet coverage requirements" and to "set different lunch/break schedules to accommodate operational needs." *Compare* Resp. Ex. 1 at 8 *and* Resp. Ex. 1 at 47.

After the first bargaining sessions, Union President James Marshall was not satisfied with the Agency's explanations of why it wanted to change the existing provision for flexible lunch and break periods. Tr. 97-98, 124-26. He therefore sent a letter dated June 14 to David Feder, SSA's Associate Commissioner for Labor-Management and Employee Relations, asking for information concerning five issues. Item 5 of the letter requested:

> Any documents that list, define or reference the normal time when each employee within each hearing office takes his/her breaks and lunch for each workday. Identify by name and position the normal times for each individual by hearing office location.

G.C. Ex. 2 at 2. This information was sought "[f]or the period March 1, 2004 to present," presumably meaning the date of the letter. G.C. Ex. 2 at 1. The letter permitted the Agency to sanitize the documents of any employee names and other private information. The letter further stated:

> The Union's particularized need for this data/information is to have a full and complete understanding of the Agency's initial contract proposals relating to the Office of Hearings and Appeals. Additionally, the Union believes such information is critical to preparing counter contract proposals based on factual information, in an attempt to meet the Union's and Agency's concerns. In presenting its proposals to the Union the Agency indicated it did not have sufficient knowledge of the OHA hearing office process to discuss the matter thoroughly with the Union.

At the close of his June 14 letter, Marshall indicated he had learned that a management negotiator had already sought "similar information" from OHA "to apparently discredit statements made by" Marshall and "to embarrass him" with OHA officials. *Id.* at 3.

On June 21, Marshall followed up with a second letter, stating that he wished "to further elaborate on the Union's particularized need for this data/information." G.C. Ex. 3. Noting that the Agency was seeking to "limit/reduce/eliminate flexible lunch and break schedules . . . notwithstanding prior long-term agreements" and that the Agency was not making similar bargaining demands on the non-AFGE unions representing OHA employees, Marshall argued that:

> . . . [I]t appears the reasons for such proposals are without merit since office coverage, if proven needed, could be adjusted in many other ways. As such, the requested information is necessary to determine whether the Agency's proposals are based on legitimate operational needs or are simply hard ball negotiation tactics.

After acknowledging receipt of Marshall's information request (G.C. Ex. 5), Associate Commissioner Feder responded to the Union in a letter dated July 1. G.C. Ex. 6 at 1. Feder concluded that "the Union has failed to establish a particularized need for each item requested." [2/] After citing Authority decisions on the subject, and the Union's obligation to justify both the geographic and temporal scope of its requests, the Agency concluded that "the Union's request does not justify a particularized need for the information requested for each of the 139 OHA hearing offices." G.C. Ex. 6 at 3. The letter also asserted that the Agency had a countervailing interest against disclosure, as Feder determined that the Union had surreptitiously obtained an internal management memo seeking similar information from its hearing offices, and that the Union primarily wanted the information because it felt that Agency negotiators were trying to embarrass Marshall. *Id.* Based on this, Feder concluded that the requested documents were "inextricably intertwined with management collective bargaining strategy" pursuant to section 7114(b)(4)(C) of the Statute. *Id.*

Neither Marshall nor other representatives of the Union had any substantive discussions about this information request with officials of the Agency, either before or after Feder's July 1 letter. Tr. 89, 91. AFGE and the Agency began substantive negotiations on Article 10 of the CBA and its component appendices in

2. Although the Union's June 14 letter requested five separate items of information, and the Agency denied all five, the Union later withdrew from its unfair labor practice charge its allegations concerning the first four items. Thus the only disputed item remaining in this case is Item 5 in the Union's June 14 letter, pertaining to the normal times that each employee in each hearing office takes his/her lunch and breaks. Tr. 129-30.

November, during which the Union modified its initial proposal regarding Appendix D of Article 10. The modified Union proposal gave employees a limited degree of choice in taking lunch and breaks based on the time they arrived at work. Tr. 128-29. On approximately December 8 or 9, the Agency turned over to the Union what the Agency claimed were all the documents it had that were responsive to Item 5 in the Union's information request. Tr. 73, 154. As of the date of this hearing, in February 2005, the parties still had not reached agreement on either Article 10 or the CBA as a whole. Tr. 155.

DISCUSSION AND CONCLUSIONS

Positions of the Parties

At the start of the hearing, I limited the number of issues that were in dispute in this case to those issues which the Respondent had raised at or near the time it denied the information request. The Agency had refused to furnish the requested information to the Union because it felt the Union had not established a particularized need for the information, and because the information constituted guidance or counsel to management officials regarding its bargaining strategy. Accordingly, I ruled that the Respondent could not assert at the hearing other grounds for refusing to furnish the information. Tr. 48-50. *See United States Department of Justice, Immigration and Naturalization Service, Western Regional Office, Labor Management Relations, Laguna Niguel, California*, 58 FLRA 656, 659 (2003) (*INS, Laguna Niguel*); *Federal Aviation Administration*, 55 FLRA 254, 260 (1999) (*FAA*).

The General Counsel asserts that the Respondent violated section 7116(a)(1), (5) and (8) of the Statute by refusing, from July to December of 2004, to provide the Union with the information requested in Item 5 of the Union's June 14 letter. The GC argues that all elements of a valid data request under section 7114(b)(4) were met: the data was normally maintained by the Agency; it was reasonably available; it was necessary for full and proper discussion of subjects within the scope of bargaining; it did not constitute guidance or advice to supervisors relating to collective bargaining; and its disclosure was not prohibited by law.

Relying on the standard set forth in *Internal Revenue Service, Washington, D.C. and Internal Revenue Service, Kansas City Service Center, Kansas City, Missouri*, 50 FLRA 661 (1995) (*IRS, Kansas City*), the GC maintains that the Union articulated its particularized need for the information about employee lunch and break times, and that the Agency's refusal to furnish the information on this basis was unlawful. By telling Feder that it needed the information in order to understand and bargain over the Agency's proposal to limit, reduce or eliminate flexible lunch and break schedules, the Union met its obligation to explain why it needed the information. By telling Feder that it would use the information to evaluate the factual basis for the Agency's contract proposal and to prepare counter-proposals of its own, the Union met its obligation to explain how it would use the information. And by explaining that the request was made pursuant to the parties' CBA negotiations, the Union demonstrated the relationship of the request to the Union's statutory role in negotiating a CBA. By asking only for information from hearing offices with employees represented by the Union, and only for a three-and-one-half month period, the GC argues that the Union limited the scope of its request to information which was truly necessary to the Union's stated purpose.

The General Counsel further defends the Union's information request by denying that the information was guidance for management concerning collective bargaining. Citing cases such as *Department of Health and Human Services, Washington, D.C.*, 49 FLRA 61, 68 (1994), the GC asserts that the data about employee break and lunch periods was strictly factual information that would enable both parties to understand and discuss the subject better, not guidance or advice about management's bargaining strategy.

The Respondent makes several arguments to support its contention that the Union was not entitled to the information it requested. First, Respondent asserts that the information request was based on a faulty premise: while the Union explained its request for the lunch and break information as necessary to understand the Agency's proposal to "limit/reduce/eliminate flexible lunch and break schedules", the Agency notes that its proposal only sought to eliminate its obligation to bargain over any subsequent changes, not to actually change the lunch and break schedules themselves. In the Agency's reasoning, a union cannot meet its burden of demonstrating the need for information when it is premised on a false assertion. Second, the Respondent argues that its bargaining proposal concerning lunch and break schedules was an exercise of its management right to assign work; thus the Union had no right to information on a non-negotiable subject. It cites *Social Security Administration, Baltimore, Maryland and Social Security Administration, Region IX, Mesa District Office, Mesa, Arizona*, 55 FLRA 1122, 1127 (1999), for this principle.

The Respondent argues next that the Union did not establish a particularized need for the full range of information it sought. Noting in particular the Authority's statement that general or conclusory assertions of need are not sufficient to meet the statutory burden, the Agency submits that the Union never explained its need for the lunch and break period information in anything more than conclusory terms. The Union's statement that it needed the information to understand the Agency's contract proposals, to prepare counter-proposals based on factual information, and to determine whether the Agency's proposals are based on legitimate operational needs, is just as vague and unhelpful as the explanations rejected by the Authority in *Department of the Air Force, Washington, D.C. and Air Force Logistics Command, Wright-Patterson Air Force Base, Ohio*, 52 FLRA 1000, 1009 (1997). In his response to the information request, Feder advised the Union, among other things, that it had failed to explain why it needed lunch and break information for all 139 of the Agency's hearing offices and for a three-month period. After Feder explained to the Union why it had not met its statutory burden, it was up to the Union to provide a more detailed explanation to the Agency precisely how the requested information would assist the Union in bargaining. Because the Union failed to offer any additional explanation, the Respondent urges that the complaint be dismissed.

The Agency further argues that the lunch and break information sought by the Union fits within the prohibition of section 7114(b)(4)(C). Because that prohibition covers "courses of action agency management should take with respect to negotiations[,]" (Resp. Brief p. 17) the Agency asserts that it is applicable to the information sought by the Union here. *See National Labor Relations Board*, 38 FLRA 506, 522 (1990) (*NLRB*). It notes that Marshall's information request was expressly made in response to comments made by an Agency negotiator at a bargaining session, and that it was based on Marshall's having learned of an intra-management request for information. The Agency asserts that its negotiators were seeking assistance from field offices to assist in their bargaining strategy, and thus the information was guidance to management.

The parties also disagree on a remedy, should an unfair labor practice be found. Because the Union has received the information it requested, the General Counsel recognizes that an order that the Agency furnish the information to the Union is unnecessary; instead, it requests a cease-and-desist order and the posting of a notice signed by the Commissioner of Social Security. The Agency argues that a notice posting would be punitive in this case, but that if a notice were ordered, it should be signed by the Agency's Chief Spokesperson at the negotiations.

Analysis

Section 7114 of the Statute provides, in pertinent part:

> (b) The duty of an agency and an exclusive representative to negotiate in good faith under subsection (a) of this section shall include the obligation –
>
> . . .
>
> (4) in the case of an agency, to furnish to the exclusive representative involved, or its authorized repre-sentative, upon request and, to the extent not prohibited by law, data–
>
> (A) which is normally maintained by the agency in the regular course of business;
>
> (B) which is reasonably available and necessary for full and proper discussion, understanding, and negotiation of subjects within the scope of collective bargaining, and
>
> (C) which does not constitute guidance, advice, counsel, or training provided for management officials or supervisors, relating to collective bargaining[.]

In response to several court decisions, the Authority, in *IRS, Kansas City*, reviewed its policy for determining whether information is "necessary" under section 7114(b)(4)(B). In that decision, the Authority adopted an analytical framework for determining necessity that requires unions requesting information to show a "particularized need" for the information and agencies to show countervailing anti-disclosure interests. The determination of whether requested information is "necessary" is made based on weighing the needs and interests articulated by the parties regarding the request.

Under the framework adopted in *IRS, Kansas City*, a union has the initial responsibility of establishing a particularized need for information requested. To establish a particularized need, the union must articulate with specificity why it needs the information requested, including the uses to which it will put the information and the connection between those uses and the union's responsibilities as exclusive representative. 50 FLRA at 669. Generally, the question of whether the union has met its responsibility will be judged by whether it ade-

quately articulated its need at or near the time of its request, rather than at the hearing in any litigation over the request. *See, e.g., U.S. Department of Justice, Immigration and Naturalization Service, Northern Region, Twin Cities, Minnesota*, 51 FLRA 1467, 1473 (1996) (*INS, Twin Cities*).

Once a union makes a request and articulates its need, the agency must respond. In responding, an agency cannot simply say "no." Rather, the agency must, in denying a request for information, identify and articulate its countervailing anti-disclosure interests. *IRS, Kansas City*, 50 FLRA at 670. As appropriate under the circumstances of each case, the agency must either furnish the information, ask for clarification of the request, identify its countervailing or other anti-disclosure interests, or inform the union that the information requested does not exist or is not maintained by the agency. *See, e.g., FAA*, 55 FLRA 254, 260 (1999); *INS, Twin Cities*, 51 FLRA at 1472-73; *Social Security Administration, Dallas Region, Dallas, Texas*, 51 FLRA 1219 (1996); *Social Security Administration, Baltimore, Maryland and Social Security Administration, Area II, Boston Region, Boston, Massachusetts*, 39 FLRA 650, 656 (1991).

Moreover, an agency must fulfill these responsibilities in a timely manner. For example, it must articulate its anti-disclosure interests to the union at or near the time it denies the union's information request. *See, e.g., FAA*, 55 FLRA at 260. It cannot wait months after the request to raise anti-disclosure interests or do so for the first time during litigation of any dispute over the information request. *See, e.g., INS, Laguna Niguel*, 58 FLRA at 659; *FAA*, 55 FLRA at 260. Once an agency requests clarification or raises legitimate anti-disclosure interests, it is incumbent on the union to respond in a timely and constructive manner. *See, e.g., U.S. Department of the Treasury, Internal Revenue Service, Washington, D.C.* and *U.S. Department of the Treasury, Internal Revenue Service, Oklahoma City District, Oklahoma City, Oklahoma*, 51 FLRA 1391, 1396 (1996).

As interpreted by the Authority, section 7114(b)(4) requires parties to engage in an exchange or dialogue with respect to the information request for the purpose of communicating respective interests and attempting to work out an accommodation of those interests and agreement on disclosure of information. Often, one party's satisfaction of its responsibilities will depend on the degree to which it has responded to the interests and concerns raised by the other party, rather than simply saying "no" or resorting to litigation.

If the parties do not reach agreement and the dispute proceeds to litigation,

> an unfair labor practice will be found if a union has established a particularized need, as defined herein, for the requested information and either: (1) the agency has not established a countervailing interest; or (2) the agency has established such an interest but it does not outweigh the union's demonstration of particularized need.

50 FLRA at 671.

As I noted earlier, the only reasons given by the Agency in denying the requested information in this case, and thus the only issues that remain in dispute, are whether the Union demonstrated a particularized need for the information and whether the information constituted guidance to management relating to bargaining strategy.

I agree with the Respondent that the Union has not met the "particularized need" standard for obtaining the information it requested, although I do not accept some of the arguments raised by the Respondent on this point. For instance, the fact that the Union may have misstated somewhat the effect of the Agency's initial contract proposal for Article 10 is not dispositive of the issue of whether the Union demonstrated a need for the information. Even though the Agency's proposal would not have immediately limited, reduced or eliminated flexible lunch and break schedules for any employees, it would have eliminated the Union's right to bargain over such an action at a later time; thus it was incumbent on the Union to explore the basis for such a proposal during the CBA term negotiations, rather than waiting until the issue was no longer negotiable.

I also do not agree with the Respondent's contention that the entire issue of lunches and breaks was non-negotiable. The fact is that the parties had a CBA which expressly obligated the Agency to continue existing practices concerning flexible lunch and break arrangements, and the parties were negotiating on that very provision in a new CBA. Moreover, the Agency did not assert during bargaining that the issue was non-negotiable, nor did Feder make such an assertion in his July 1 letter to the Union. The Agency placed the issue of flexible lunches and breaks on the table by seeking to eliminate its obligation to bargain about specific changes in lunch and break schedules, and the Union had a right to obtain information that was "necessary for full and proper discussion, understanding, and negotiation" of this issue. The real issue here is whether the Union

demonstrated, with particularity, how the information it requested was "necessary" for that purpose.

The Union sought "[a]ny documents that list, define or reference the normal time when each employee within each hearing office takes his/her breaks and lunch for each workday." It asked that the data be broken down by employee and job title, but the employee need not be named. While I can agree that the requested information is in some general and vague sense relevant to the dispute over whether the long-standing flexible scheduling practices should be continued, I cannot accept, on the existing record, that the Union has demonstrated the "necessity" of the information to the stated purpose. *See, e.g., U.S. Equal Employment Opportunity Commission*, 51 FLRA 248, 257 (1995).

From the record, we know that OHA employees represented by the Union have historically been able to schedule their own lunch and break times, within certain legal parameters. We also know from the Agency's bargaining proposal that the Agency sought to give its local managers more authority to change lunch and break schedules, without being required to bargain, in order to "accommodate operational needs." Resp. Ex. 1 at 8. In his June 21 letter to Feder, Marshall said, "it appears the reasons for such proposals are without merit since office coverage, if proven needed, could be adjusted in many other ways." G.C. Ex. 3.[3/] Marshall then concluded that the information regarding the times that each employee normally takes lunch and breaks is necessary "to determine whether the Agency's proposals are based on legitimate operational needs or are simply hard ball negotiation tactics." *Id*. But Marshall never explained how the specific information about break times and lunch times for every AFGE-represented employee at OHA would enable him to determine whether there was a "legitimate operational need" for a contract change.

On its face, the Union was making a very broad request here: it was asking the Agency to obtain information about every bargaining unit employee in 139 different offices around the country. While the issue of whether the requested information was "reasonably available" is not before me, unions are required under *IRS, Kansas City* and its progeny to justify the need not only for the type of information requested, but also the temporal and geographic aspects of the request. *United States Customs Service, South Central Region, New Orleans District, New Orleans, Louisiana*, 53 FLRA 789, 797-99 (1997). However, it is not clear to me what, precisely, the Union believed the break and lunch time data would demonstrate, even from one office, much less 139 offices. Assuming the Union received a list of unnamed employees in an office, and the list showed that some employees normally ate lunch from 11:00 to 11:30 a.m., others ate lunch from 11:30 to noon, and others ate lunch from 1:00 to 1:30 p.m., how is this going to prove or disprove the parties' contractual proposals? I can speculate that this information might show that the Agency had adequate coverage to serve its operational needs, or it might show precisely the opposite, but it is not at all clear to me that the information would actually serve that purpose. More importantly, the Union did not explain how the information would serve that purpose. Marshall spoke about trying to determine the "operational need" for a change in the contract language regarding lunches and breaks, but he never gave any explanation as to how these particular items of information (normal break time and lunch time for every employee) would establish (or disprove) that operational need. That is what the Authority meant in *IRS, Kansas City* by "particularized need," and that is the missing link in the Union's case.

In this regard, it is useful to note that the Union asked for five separate sets of information in its June 14 letter to Feder, yet it didn't bother to explain the need for each item separately. Instead, it gave one standard justification for all of the items: it needed each item "to have a full and complete understanding of the Agency's initial contract proposals . . . to preparing counter contract proposals based on factual information . . ." G.C. Ex. 2 at 2. Similarly, when Marshall supplemented his statement of need in his June 21 letter, he discussed his reasons for all of the requested information collectively, rather than individually. Moreover, he never addressed the need for this information from all 139 hearing offices.

The Agency's response to the Union explained in detail where it believed the Union had failed to meet the statutory requirement of particularized need. It concluded with the assertion, "absent satisfaction of all of the elements of section 7114(b)(4) for each requested piece of information for each temporal and geographic factor, there is no statutory duty to furnish the requested information." G.C. Ex. 6 at 3. While this wasn't a direct request by the Agency for the Union to clarify its explanation, it certainly left the door open to the Union to pursue the issue with more specificity. The Union did not walk through that door, however, and it chose instead to litigate the issue. *See United States Depart-*

3. The Union's information request had also sought information regarding a proposed second shift in hearing offices, and Marshall's statement here is referring to that proposal as well as the proposal concerning lunches and breaks.

ment of the Air Force, Air Force Materiel Command, Kirtland Air Force Base, Albuquerque, New Mexico, 60 FLRA 791, 794-95 (2005). I agree with the Agency's assertion in the July 1 letter that the Union needed to explain in more detail how the requested information about employee break times and lunch times would assist negotiators in evaluating the operational need for a change in lunch and break scheduling procedures. Based on the record available in this case, one can only speculate as to how the requested information would have helped the Union in bargaining, and this is insufficient to satisfy the Union's burden.

I do not believe that it helps the Union to assert that it was merely asking for data that management had already sought from its hearing office officials. While this might help to demonstrate that the information was normally maintained or reasonably available, it does not help us understand why it was necessary to the Union. It should also be noted here that the Respondent's witness, its chief spokesperson at the CBA negotiations, disputed Marshall's assertion that the information sought internally by the Agency asked for details about the times employees took lunch and breaks. Tr. 152. The Union's information request must stand or fall on its own merits, and the explanation provided by the Union as to its necessity for legitimate representational goals did not meet that standard.

For all of the reasons stated above, I conclude that the Union did not demonstrate a particularized need for the information it requested. [4/] Therefore, the Respondent was not obligated to furnish the information under section 7114(b)(4) of the Statute.

I therefore recommend that the Authority issue the following order:

ORDER

It is ordered that the complaint be, and hereby is, dismissed.

Issued, Washington, DC, August 3, 2006.

RICHARD A. PEARSON
Administrative Law Judge

4. Because the Union did not satisfy its burden on this basis, it is unnecessary for me to determine whether the information constituted guidance to management relating to collective bargaining, pursuant to section 7114(b)(4)(C). However, in case the Authority were to find it necessary to rule on that question, it is clear from the record that the information sought by the Union was purely factual in nature, and that it did not constitute guidance, advice, counsel, or training. While the information may have been related to the parties' collective bargaining negotiations, there is no indication in the record that the requested information discussed the Agency's internal bargaining strategy. *See NLRB*, *supra*, 38 FLRA at 522-23.