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

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1666, AFL-CIO and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 1931, AFL-CIO and DEPARTMENT OF VETERANS AFFAIRS, NORTHERN CALIFORNIA SYSTEM OF CLINICS, PLEASANT HILL, CALIFORNIA and DEPARTMENT OF VETERANS AFFAIRS, WASHINGTON, D.C. Respondents and DENNIS C. PARTLOW, AN INDIVIDUAL BONNIE J. GREELMAN, AN INDIVIDUAL Charging Party	Case Nos. SF-CO-31242 SF-CO-31347 SF-CO-31426 SF-CO-31430 SF-CA-31427 SF-CA-31428 SF-CA-31429 SF-CA-31431

Alexia McCaskill and
Mark Roth, Esqs.
For the Respondents' Union

Burton A. Gruber, Esq.
For the Respondents' Agency

R. Timothy Sheils, Esq.
For the General Counsel

Before: ELI NASH, JR.
Administrative Law Judge

DECISION

Statement of the Case

On December 7, 1993, the Regional Director of the San Francisco Region of the Federal Labor Relations Authority (herein called the Authority), issued a Consolidated Complaint and Notice of Hearing which was duly served by certified mail upon the above-named Respondents. The Consolidated Complaint alleged that the American Federation of Government Employees, AFL-CIO (herein called the National Union or Respondent); the American Federation of Government Employees, AFL-CIO, Local 1666 (herein called Local 1666, Local Union or Respondent); and the American Federation of Government Employees, AFL-CIO, Local 1931 (herein called Local 1931, Local Union or Respondent) violated section 7116(b)(1), (2) and (8) of the Statute and, that the Department of Veterans Affairs, Northern California System of Clinics, Pleasant Hill, California (herein called Respondent Activity) and Department of Veterans Affairs, Washington, D.C. (herein called Respondent Agency) violated section 7116(a)(1), (2), (3) and (8) of the Statute by the Local Union's failure or refusal to act on employee's requests to assist them in revoking their membership and by the Respondent Activity's failure or refusal to process the revocation form submitted by an employee.

A hearing on the Consolidated Complaint was conducted in San Francisco, California at which all parties were afforded full opportunity to adduce evidence, call, examine and cross-examine witnesses and argue orally. All parties filed timely briefs which have been carefully considered.

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

Findings of Fact

The National Union and Respondent Agency are parties to a Master Agreement with an effective date of August 13, 1982. Article 31, section 6 of the agreement reads as follows:

> A. Employees may revoke their dues withholding only once a year, on the anniversary date of their original allotment, by submitting a timely SF 1188 to the union representatives designated for such purpose. The union representative must certify by date and signature the date the 1188 is given to the union representative or by some other appropriate date stamping device. In order for the SF 1188 to

be timely, it must be submitted to the Union between the anniversary date of the effective date of the dues withholding and 30 calendar days prior to the anniversary date.

B. The union official will, by reference to the remittance listing, determine the anniversary date of the allotment. The ending date of the pay period in which the anniversary date occurs will be entered in Item (6) on the SF 1188. The entry will be initiated by the union official, who will then deliver the form to the Fiscal Officer prior to the close of business of the Friday following the date entered in Item (6). If, through error of the Union, a form 1188 is received in the Fiscal office later than the agreed to date, the Fiscal office will process the form at the earliest possible time, but no later than the first pay period following receipt. Union representatives may be in a duty status while receiving and processing the SF 1188, and will be released from normal duties to carry out these duties under local release procedures.

Dennis C. Partlow and Bonnie J. Greelman are employees of the Veterans Affairs facility in Redding, California, which is one of the Respondent Activity's facilities. Sometime around April 16, 1992, both became members of Local 1666.[1/] For their own separate reasons, both later decided to rescind their union membership and thus, began contacting representatives of the Respondent Activity and the Local Union.

In order to rescind her membership, Greelman on February 3, 1993, sent union representative Patricia Drake a computer message asking for union assistance in obtaining the form needed to quit the Union. Thereafter, Drake replied, telling Greelman that she would do her best to obtain the forms. Greelman also spoke with union representative Marla Thompson, who was located in Respondent's Benecia, California office, again asking for the SF 1188 to end her union membership. Nothing came of these efforts and Greelman sent a letter to the Union Local's business agent on March 23, 1993, in an attempt to provide written notification of her withdrawal from the Union. In April, Greelman received a blank

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1/ Until June 1, 1993, Local 1666 administered the Master Agreement in regard to the employees at the Respondnet Activity involved herein. That role was assumed by Local 1931 effective June 1, 1993 and Local 1666 was merged into Local 1931.

SF 1188 form in the office mail which she filled out on April 22, 1993 and sent to the payroll office. She also sent copies to the Local Union and to the Respondent Activity's personnel office. Respondent Activity refused to process the form because it had not been dated and signed by a Union official.[2/]

The Respondent Activity's Chief of the Human Resources Division, Sandy Collins, confirmed that it would not process Greelman's original SF 1188 because it lacked any union certification. Collin's testimony was that it has been a long-standing policy of the Respondent Activity to refer all employees who wished to quit the Union to the Union Local and to not maintain any SF 1188s. Instead, it was left to the Union Local to keep copies of the SF 1188s and to provide them to employees who desired to quit the Union. Collin's added, that the Activity interpreted the contract to mean that the SF 1188 should be obtained from the Local Union, and that the Activity did not provide the forms for fear of an unfair labor practice being filed for its not following the contract in that regard.

Partlow had similar difficulties in his effort to end his union membership. When he decided to terminate his membership, Partlow contacted his personnel office and was told, "if the union was not going to provide me with an 1188, that this letter would be considered revocation permission. . . ." On January 28, 1993, Partlow sent a letter to Marla Thompson informing her that he was resigning from the Union. On February 17, 1993 Partlow sent Thompson a computer message requesting confirmation that she had received his letter and, at that time requested a SF 1188 (mistakenly referring to it as an "1199"). On March 8, 1993 Partlow sent Patricia Drake a computer message telling her that this was notification of his resignation from the union and reminded her that he had not received a SF 1188. On March 10, 1993 Partlow followed up with a computer message to union official David White inquiring why his requests for termination of union membership were being ignored. Partlow never received a SF 1188 from the Local Union and at the time the unfair labor practice charges

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2/ It must be noted that in December 1993, after the instant unfair labor practice charges were filed, Greelman's request to end her union membership was honored. All parties agree that both Greelman and Partlow were reimbursed in December 1993 for the dues wrongfully withheld from their pay after their anniversary dates. While Greelman was reimbursed, she was required to sign another SF 1188 in January 1994 which was initialed by Local president, James Wright.

were filed he was still a member. As already noted, Partlow was reimbursed for dues withheld in December 1993.

Conclusions

The General Counsel presented two separate theories concerning an employees' right to revoke their union membership. Initially, the General Counsel alleges that Article 31, section 6 of the Master Agreement between the two national bodies of the Respondent organizations per se unlawfully interferes with employees' right under the Statute. Second, the General Counsel asserts that the local Respondents each interfered with those same statutory rights by their conduct in response to the attempts of Greelman and Partlow to rescind their union membership and, thereby revoke their authorization for withholding union dues from their pay. Specifically, it is urged that the Local Unions failed and refused to act on Greelman and Partlow's requests to assist them in revoking their membership and the Respondent Activity failed and refused to process the revocation form submitted by Greelman.

In Respondent Unions' view, the certification requirement in this case is simply an administrative procedure between the parties for the processing of the forms to indicate the date on which the employee submitted the revocation. Consequently, it implores that the requirement does not invade any employee rights or coerce employees in their ability to exercise rights under the Statute. This is a matter, according to the Respondent Unions, of first impression since the "parties may define through negotiations the procedures for implementing section 7115. . . ." Finally, Respondent Unions urge that the contract provision here is less restrictive than other provisions already found lawful by the Authority and, furthermore the contractual procedure is reasonable and make sense in light of the other elements of Article 31, section 6.

The discordant note in Respondent's rebuttal is its inability or refusal to recognize that a coercive effect can exist in a situation such as this, where an employee union member is required to obtain the approval of the very organization that the individual is attempting to escape. Thus, it ignores the prospect that an employee in reading the revocation requirements might well sense the coercive impact of Article 31, section 6. It seems to me that even the case law cited by the parties makes it clear that, so long as the individual's attempt to revoke union membership is within the established time frame of the negotiated procedures there are or should be no other constraints on rescinding or revoking that membership. A requirement that the individual obtain the

SF 1188 from a union official may not be coercive in itself. On the other hand, however, a requirement that the individual leave the SF 1188 with the union after filling it out, thus leaving the responsibility of seeing that the SF 1188 is delivered, is in the union's hands, when clearly all the employee wants is out, offers a distinct possibility for anxiety and tension and, indeed can reasonably be seen as creating a coercive effect. That is the substance of this case. Primarily, the last word on whether the measurable effect of such coercion violates the Statute must be made by the Authority, but my recommendation, as seen below, is that the negotiated procedure is coercive in nature and therefore, per se unlawful.

My review of the legislative history of section 7115 of the Statute[3/] and the cases cited by all parties convinces me, that even considering the Master Agreement as a whole, Article 31, section 6 of the Agreement although seemingly harmless on its face, creates a requirement for union members which is inappropriate under the present case law.

A. Article 31, section 6 of the Master Agreement, per se interferes with employees' Statutory rights.

The General Counsel insists that the negotiated procedure herein unlawfully interferes with the employees' statutory right to revoke dues membership in three different ways. First, the employees are forced to obtain the SF 1188s from the Union rather than from more neutral personnel staffer. Second, it is not the employee who is allowed to submit the completed form to the Fiscal office, rather it is the union that delivers it for processing. In other words, once an employee has filled out the SF 1188 and signed it, that employee is required to turn the form over to the union, the very organization from which the employee seeks to remove himself or herself, and leave it to the union to process the form. Finally, only after that union official has "certified" the form by signature and date will the Fiscal Officer process the form. The end result being, the Respondent Activity will not honor an employee's request to rescind union membership that lacks union certification.

Respondents claim, in essence, that the negotiated procedures herein are not so extreme as to result in

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3/ H.R. Rep. No. 1403, 95 Cong., 2d Sess. 48 (1978), reprinted in Legislative History of the Federal Service Labor-Management Relations Statute, Title VII of the Civil Service Reform Act of 1978, at 677, 694.

invalidation of the contract provisions at issue. Furthermore, it urges that the certification procedures might not "unfairly impinge upon employee rights to revoke their dues withholding." Here it is not the degree of unfairness which is at issue, but rather, the question to be asked is whether any unfair results occur at all.

Although the specific impediments found in this negotiated procedure have not all been addressed by the Authority, it has considered some very similar restrictions to revocation. While Respondents might challenge whether the employees involved sought to revoke dues withholding authority within an established time frame, it cannot, in my opinion, ignore a compromise of employee rights in exercising those rights without interference from the collective bargaining representative.

Department of the Navy, Portsmouth Naval Shipyard, Portsmouth, New Hampshire, 19 FLRA 586 (1985)(Portsmouth), is a factually similar case. There the parties' negotiated procedures also required that revocation of dues withholding authorizations were to be executed on forms which could only be obtained from the Union at the Union hall, and which had to be executed and submitted directly to the Union there. In these factually similar circumstances, the Authority found that the requirements of the negotiated procedure were "inherently coercive of the employees' right to refrain from joining or assisting a labor organization." While specifically noting that it did not find the dues revocation forms provided by the exclusive representative were per se unlawful, it relied on the Union's control of the forms as the basis for the unlawful coercion. Although the lawfulness of the SF 1188 is not in question here, the issue of control most certainly is.

There is no question that the "parties' may define through negotiations the procedures for implementing section 7115 of the Statute. . . ." Federal Employee Metal Trades Council, AFL-CIO, Mare Island Naval Shipyard and Dan Goin, 47 FLRA 1289, 1292 (1993)(Goin). Goin goes on to say, however, that in the federal sector, "[t]he initiation and termination of dues withholding is controlled by section 7115 of the Statute, not by a dues allotment agreement between the parties." In that regard, dues allotment in the federal sector stands in contrast to dues allotment in the private sector. See American Federation of Government Employees v. Federal Labor Relations Authority, 835 F.2d 1458 (D.C. Cir. 1987). Such a negotiated procedure however, may not intrude on the employees right to revoke his or her authorization.

Respondent urges that the procedures of the Master Agreement are valid since they are merely an administrative procedure for processing forms to indicate the date on which the revocation form was submitted by the employee. Furthermore, Respondent urges that Portsmouth does not stand for the proposition that any ministerial contractually established procedure for the handling of SF 1188s is per se unlawful since it was limited by the Authority solely to the situation before it in that case. In its view, such a reading of the decision would fly in the face of the Authority's more recent statement in Goin concerning the ability of labor organizations and agencies to negotiate provisions implementing section 7115, but my reading of that case is that the Authority merely reiterated its prior holdings that both the authorization and termination of dues withholdings is governed by the Statute and that such right cannot be compromised by the terms of a collective bargaining agreement or by the conduct of either signatory to a contract without the willingness of the member. Therefore, if an employee might sense from the reading of Article 31, section 6 that it is coercive, the provision does emperil the employee's right to revocation and the requirement might be held per se unlawful.

The Authority's holding above is also consistent with the deference that the Supreme Court has given to the revocation right of employees. In Felter v. Southern Pacific Co., 359 U.S. 326 (1959), the Court, applying the Railway Labor Act, noted the hesitancy which should be observed before this right is allowed to be compromised:

> [W]e doubt whether the right to revoke could be waived at all in advance of the time of its exercise, but in any event, a waiver through the collective bargaining agreement would under the statute, be the last conceivably permissible.

The Court also noted that the bargaining agents' need to negotiate a dues checkoff procedure cannot intrude on the employees' revocation right as follows:

> [C]arriers and labor organizations are authorized to bargain for arrangements for a checkoff by the employer on behalf of the organization. Latitude is allowed in terms of such arrangements, but not past the point such terms impinge upon the freedom expressly reserved to the individual employee to decide whether he will authorize checkoff in his case. Similarly Congress consciously and deliberately chose to deny carriers and labor organizations authority to reach terms which would

> restrict the employee's complete freedom to revoke an assignment by a writing directed to the employer after one year. Congress was specifically concerned with keeping these areas of individual choice off the bargaining table . . . We see no authority given by the Act to carriers and labor organizations to restrict the employee's individual freedom of decision by such regulations as were agreed upon in the Dues Deduction Agreement. The question is not whether these restrictions might abstractly be called "reasonable" or not. (Emphasis supplied).

According to Respondents, the decision in Felter resulted under a statutory scheme that made it "lawful to bargain collectively for 'union-shop' and 'checkoff' arrangements[.]" Therefore, Respondents see this case as inapposite. I disagree for it certainly makes the point that the right to revoke is the individual's choice, which should be protected from "outside undue influence."

The contractual requirements of Portsmouth and Felter are even less restrictive than those presented in this case. Here, it is not merely a matter of the employees being limited to obtaining the SF 1188 forms from the union; rather, the employees must present the completed form to a union official for union certification and then leave the form with the Union to be processed. Furthermore, Respondents can not argue that the terms of the Master Agreement were not meant to be applied in a coercive manner, since the undisputed testimony of the Chief of Human Resources, Collins, revealed that while the Master Agreement may not expressly limit the source of the SF 1188 forms to the union offices, in fact, the long-standing practice at the Local Union and Respondent Activity has been for the Union alone to maintain copies of the form and for the Activity to refer employee inquiries to the Union. Thus, any employee reading the article on revocation here might reasonably infer a coercive message, as already set out above. If the limits to revocation in Portsmouth and Felter are violative of employee rights, then there is all the more reason to find the negotiated procedures here to constitute an unlawful interference with employees' rights. See also, Department of the Navy, Naval Weapons Station, Concord, California, 32 FLRA 1023, 1027-29 (1988).

In such circumstances, it is found that the Respondent National Union violated section 7116(b)(1), (2) and (8) of the Statute and the Respondent Agency violated section 7116(a)(1), (2), (3) and (8) of the Statute by negotiating and executing Article 31, section 6 of their Master Agreement.

B. The conduct of the Local Unions and the Respondent Activity in response to Greelman and Partlow's efforts to revoke their dues withholding authorization interfered with their statutory rights.

U.S. Department of the Treasury, U.S. Mint, 35 FLRA 1095 (1990) (Treasury), is a case where the Authority discussed the obligation of an employer under section 7115(a) of the Statute to deduct dues upon receipt of a written assignment authorizing the withholding of dues from an employee. In Treasury, the employer refused to honor the authorizations because there was no labor contract having a union dues provision in effect. In describing the independence of the employee in controlling dues withholding, the Authority said the following:

> Section 7115(a) of the Statute provides that if an agency receives from an employee in an appropriate unit a written assignment authorizing a deduction of dues, the agency shall honor the assignment and make an appropriate allotment to the exclusive representative. The legislative history of section 7115 indicates that the employee alone controls the manner of dues payment and that an agency's obligation to honor dues check-off authorizations is mandatory and nondiscretionary. . . . Section 7115(a) imposes an affirmative duty on an agency to honor current dues assignments of unit employees by remitting regular and periodic dues deducted from their accrued salaries to their exclusive representative. . . . An agency must process dues assignments expeditiously. . . . An agency is obligated to honor employees' dues assignments from their effective date even when it questions the unit status of such employees. (Emphasis supplied.)

The instant matter differs from Treasury, in that the issue here is the revocation of dues rather than the withholding of dues. Notwithstanding that difference, the above analysis is equally applicable here since the Authority made it clear that both the authorization and termination of dues withholdings is governed by the Statute and that such right cannot be compromised by the terms of a collective bargaining agreement or by the conduct of either signatory to a contract without the willingness of the member. Goin. In Goin the exclusive representative unilaterally ordered that a member's dues withholding be halted contrary to the wishes of the employee/member. The Authority, citing both Portsmouth and Treasury, found the union in violation of the Statute because, "[t]he initiation and termination of dues withholding

is controlled by section 7115 of the Statute, not by a dues allotment agreement between the parties."

Partlow and Greelman both made timely requests to revoke their union membership. Nevertheless, the Respondent Activity and the Local Unions, simply by their inaction, failed to act on the employees' wishes, thereby refusing to terminate the dues withholding. Such conduct by the Local Unions and the Respondent Activity is found to violate section 7116(b)(1), (2) and (8) and section 7116(a)(1), (2), (3) and (8) of the Statute, respectively.

The Remedy

Having found that the Respondents violated the Statute it is necessary in this matter to consider a remedy which will effectuate its purposes. Even though both Charging Parties have been reimbursed for the wrongfully withheld dues, there is no assurance that valid requests to terminate member-ship of other employee/members may not have been similarly rejected by the Respondents. Thus, the recommended remedy should, in my opinion, include a make-whole remedy for those employee/members who can prove that they, like Partlow and Greelman, requested termination of their dues withholding and were unsuccessful only because the request was not certified by the Respondent Unions' designated representatives. Thus, the attached Notice to All Members and Notice to All Employees should contain a paragraph informing the employees throughout the nation of this remedy. Finally, the remedy should include an order requiring Respondents to discontinue the enforcement of Article 31, section 6 of the collective bargaining agreement. Accordingly, it is recommended that the Authority adopt the following:

ORDER

Pursuant to section 2423.29 of the Federal Labor Relations Authority's Rules and Regulations and section 7118 of the Statute, it is hereby ordered that American Federation of Government Employees, AFL-CIO, Washington, D.C., American Federation of Government Employees, Local 1666, AFL-CIO, American Federation of Government Employees, Local 1931, AFL-CIO, Department of Veterans Affairs, Northern California System of Clinics, Pleasant Hill, California, and Department of Veterans Affairs, Washington, D.C., shall:

1. Cease and desist from:

(a) Maintaining and enforcing any provision of its collective bargaining agreement, including Article 31,

section 6, which requires employees to submit a form SF 1188 through a designated American Federation of Government Employees representative who must then certify and date the form, in order to revoke dues withholding authorization.

(b) Requiring employees to obtain a form SF 1188 for dues withholding from the local American Federation of Government Employees and will assure that these forms can be obtained from the local Department of Veterans Affairs personnel office.

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

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

(a) Post at its local business offices, at all its normal meeting places, and at all other places where notices to members and to employees of the Department of Veterans Affairs, 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 Presidents of the American Federation of Government Employees, Local and National and, by the Directors of the Department of Veterans Affairs, Northern California System of Clinics and by the Secretary, Department of Veterans Affairs, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all bulletin boards and other places where notices to employees are customarily posted. Reasonable steps shall be taken to insure that such Notices are not altered, defaced, or covered by any other material.

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

Issued, Washington, DC, January 31, 1995

ELI NASH, JR.
Administrative Law Judge

NOTICE TO ALL EMPLOYEES

AS ORDERED BY THE FEDERAL LABOR RELATIONS AUTHORITY

AND TO EFFECTUATE THE POLICIES OF THE

FEDERAL SERVICE LABOR-MANAGEMENT RELATIONS STATUTE

WE HEREBY NOTIFY OUR EMPLOYEES THAT:

WE WILL NOT maintain and enforce any provision of our collective bargaining agreement, including Article 31, section 6, which requires employees to submit a form SF 1188 through a designated American Federation of Government Employees representative who must then certify and date the form, in order to revoke dues withholding authorization.

WE WILL NOT require employees to obtain a form SF 1188 for dues withholding from the local American Federation of Government Employees and will assure that these forms can be obtained from the local Department of Veterans Affairs personnel office.

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

WE WILL make whole any employee for those dues wrongfully withheld because that employee's request to revoke dues withholding authorization was denied or delayed because the employee's request form had not been certified and/or dated by an American Federation of Government Employees representative.

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Department of Veterans Affairs

Date: _____ By: _____

(Signature) (Secretary)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material.

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

NOTICE TO ALL MEMBERS

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 MEMBERS THAT:

WE WILL NOT maintain and enforce any provision of our collective bargaining agreement, including Article 31, section 6, which requires employees to submit a form SF 1188 through a designated American Federation of Government Employees representative who must then certify and date the form, in order to revoke dues withholding authorization.

WE WILL NOT require employees to obtain a form SF 1188 for dues withholding from the local American Federation of Government Employees and will assure that these forms can be obtained from the local Department of Veterans Affairs personnel office.

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

WE WILL make whole any employee for those dues wrongfully withheld because that employee's request to revoke dues withholding authorization was denied or delayed because the employee's request form had not been certified and/or dated by an American Federation of Government Employees representative.

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American Federation of
Government Employees

Date: _____ By: _____

(Signature) (President)

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material.

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