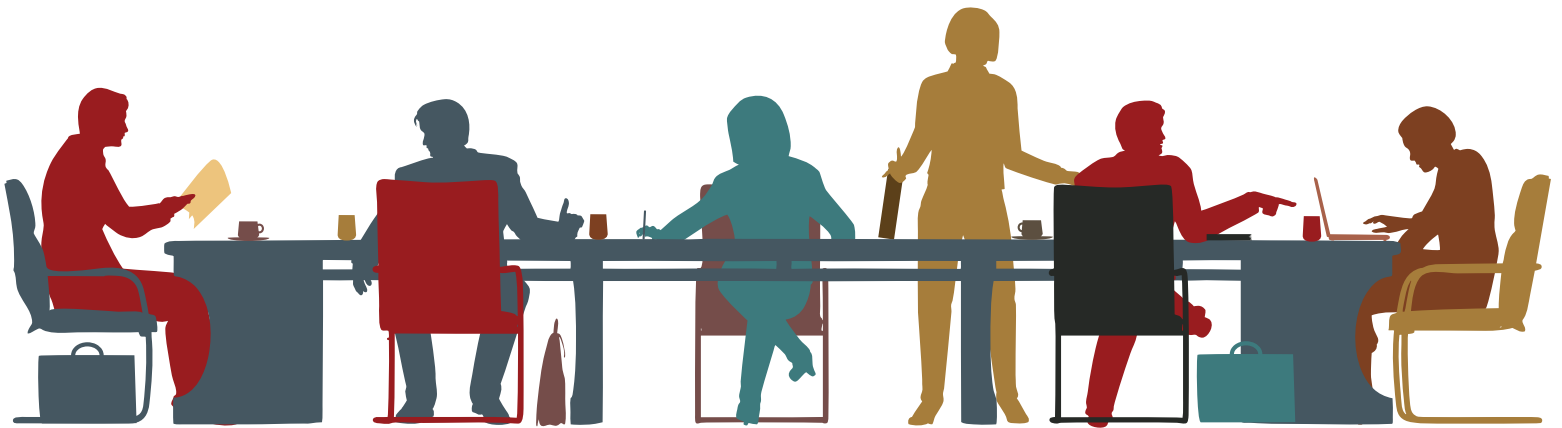




AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO



# Legal Framework: Participants' Workbook

Version 3.1 • February 2017

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## COURSE OVERVIEW

### Course Goal:

The goal of the course is to provide a basic introduction to the legal framework for federal sector collective bargaining.

### Course Objective:

At the end of this course, you should be able to demonstrate how to:

- Discuss the collective bargaining roles and requirements under 5 U.S.C Chapter 71.
- Define key terms and concepts used in federal sector collective bargaining.
- Evaluate common legal strategies used in federal collective bargaining.

### Course Materials:

- Collective Bargaining: Legal Framework Participant Workbook
- Collective Bargaining: Legal Framework Manual
- 5 U.S.C. Chapter 71 Federal Service Labor-Management Relations Statute

### Workshop Components and Icon Key:

The following icons are used throughout the Participant Workbook to indicate the different types of class activities. Given that effective collective bargaining relies on good teamwork, the course will emphasize the use of small group activities.



**Paired/Partner**

Activity to complete with another participant.



**Class Assignment**

Activity for the class to complete.



**Team Assignment**

Small group activity. Each team should select a reporter, a scribe, and timer.



**Report back**

Each team provides a report to the class.

## WELCOME AND INTRODUCTION

**Objectives:** At the conclusion of this session, participants should be able to:

- Review the course agenda and learning objectives.
- Identify other people in their learning community.
- Agree upon session norms.

### Activity – Federal Collective Bargaining and You (Introduction):

Write down your answer to the following questions.

**1** Have you been involved in bargaining?

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**2** Have you taken any training programs on negotiation or collective bargaining?

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**3** Have you ever been involved in negotiations or assisted someone with their negotiations as a union representative?

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Turn to a neighbor and introduce yourself by sharing your name, local, and answers to the questions (**10 minutes**). You and your partner will introduce each other to the class.

## WHAT IS COLLECTIVE BARGAINING?

**Objectives:** At the conclusion of this session, participants should be able to:

- Describe the term “collective bargaining” and how it determines the relationship between the employees and the Agency.



### Activity - Class Exercise

Write down five (5) words that define the term collective bargaining. The descriptions can be benefits, attributes, synonyms, etc. of the term collective bargaining.

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### Activity - Team Exercise

Working at your table, share your descriptors and, as a team, come up with a seven (7) word consensus definition or description of the term collective bargaining.

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Share your team definition with class.

## UNION RIGHTS UNDER 5 U.S.C. CHAPTER 71

**Objective:** Participants will:

- Identify the role, rights and responsibilities of union representatives in the collective bargaining process under 5 U.S.C. Chapter 71.



### Activity – Team Exercise

- Each team will be responsible for answering one or more of the following questions.
- Research the questions using 5 U.S.C. Chapter 71 handout. Read and review the relevant section and write your answer. Reference the page and cite the section where the answer was found.
- Do not write down all the information in the section, only summarize the main points that provide the answer to the question.
- Choose someone to report back.

**Question**

**Page / Citation**

1. Why does the law allow collective bargaining in the Federal Sector?

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**2. What rights do employees have?**

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**3. What agency has the authority to enforce labor relations in the Federal Sector?**

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**4. How is "collective bargaining" defined in the Statute?**

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**5. What are three (3) examples of a condition of employment?**

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**6. What are two (2) elements that are not considered a condition of employment?**

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**7. What are the Federal Labor Relations Authority duties with regard to collective bargaining?**

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**8. List four (4) items that the Agency does not have to negotiate with the Union:**

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**9. What three (3) areas does the Statute allow an agency to choose to negotiate but are not required to negotiate?**

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**10. Identify two (2) items the Union can negotiate with the Agency:**

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**11. What are three (3) requirements for a union to be accorded the exclusive recognition as a labor organization by an agency?**

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12. Describe five (5) requirements for good faith negotiations:

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13. What is Agency Head Review?

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14. Describe two (2) conditions when the agency does not have a duty to bargain in good faith matters that are subject of agency rule or regulation:

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**15. What is the first step for resolving an impasse in negotiations?**

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**16. If voluntary mediation attempts fail, what is the next option for resolving the impasse?**

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**17. When is official time authorized for collective bargaining?**

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**18. How many people can the union have on official time for their negotiating team?**

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## SPEAKING THE LANGUAGE

**Objective:** Participants should be able to define various terms used in federal collective bargaining.



**Class Activity – In your own words, define each of the terms which are used in federal collective bargaining.**

**1. Bargaining Unit Member:**

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**2. Conditions of Employment:**

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**3. Bypass:**

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**4. Chief Negotiator:**

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**5. Exclusive Representative:**

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**6. Subject Matter Expert:**

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**7. Union Member:**

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**8. FLRA:**

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**9. FSIP:**

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**10. FMCS:**

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## SUBSTANCE VS. IMPACT AND IMPLEMENTATION (I&I)

**Objective:** Participants should be able to identify proposals as either eligible for substance or I & I bargaining.



### Class Activity - Identify if the topic can be bargained for substance or for impact and implementation (I & I)

Review the following list of changes in the conditions of employment to determine if these topics can be bargained substantively or can only be bargained over their impact and implementation (see procedures and/or appropriate arrangements under 7106(b)(2) and (b)(3)). Check the correct line to indicate if the topic can be bargained on its substance or only for procedures and/or appropriate arrangements (impact & implementation).

**NOTE:** If you determine that the topic is limited to impact and implementation bargaining only, describe the management right under 5 U.S.C. Section 7106(a) the Agency is exercising.

1. The Agency wants to change the grievance procedure to eliminate one of the steps in the appeal process.

\_\_\_ Substance

\_\_\_ Impact and Implementation

*The management right is:*

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2. The Agency has asked to reduce the amount of official time that the union uses to represent cases.

\_\_\_ Substance

\_\_\_ Impact and Implementation

*The management right is:*

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3. The Agency is implementing a 30-day furlough for all employees.

\_\_\_ Substance

\_\_\_ Impact and Implementation

*The management right is:*

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4. The Agency is consolidating two units into one central unit. 50 employees will need to be transferred to a new location under this change.

\_\_\_ Substance

\_\_\_ Impact and Implementation  
The management right is:

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5. The Agency has implemented a new electronic system for travel vouchers to expedite the processing of employee travel expenses.

\_\_\_ Substance

\_\_\_ Impact and Implementation  
The management right is:

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6. The Agency has notified the Union of a new wellness program designed to promote physical fitness.

\_\_\_ Substance

\_\_\_ Impact and Implementation  
The management right is:

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## FEDERAL COLLECTIVE BARGAINING PROCESS

**Objective:** Participants will:

- Identify key elements of the federal collective bargaining process and role of the neutrals under the Statute.



### Activity – Class Exercise: Know Your Neutrals

Select the appropriate neutral (FMCS, FLRA, FSIP and/or Arbitrator) for each statement below.

1. We settle disputes between the union and the agency concerning how language in their contract should be interpreted.  
\_\_\_\_\_
2. We decide whether an unfair labor practice has been committed after either the union or the agency files a charge against the other.  
\_\_\_\_\_
3. We help the parties reach an agreement when they are bargaining a new contract.  
\_\_\_\_\_
4. We decide what language will go into a collective bargaining agreement when the parties cannot agree.  
\_\_\_\_\_
5. We decide which employees are in, or out of a bargaining unit.  
\_\_\_\_\_
6. We decide on grievances when an employee is fired.  
\_\_\_\_\_
7. We train union representatives and managers on how to bargain more effectively and cooperatively.  
\_\_\_\_\_
8. We resolve disputes when an agency wants to terminate an alternative work schedule. \_  
\_\_\_\_\_
9. We decide whether the parties have to negotiate over a proposal the union makes during bargaining.  
\_\_\_\_\_
10. We review an arbitrator's award if one party believes it is contrary to law.  
\_\_\_\_\_



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## DEMAND TO BARGAIN



### Team Activity - Goals for Workers' Compensation Programs

As a team, review the following notice and determine what steps would be appropriate for the Local to take to assist those members who are affected by this change in employment conditions.

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## U.S. Department of Important Stuff

Government Center  
100 Washington Avenue  
Pennstreetoc, AZ 19000-3389

**DATE:** March 30, 20\_\_

**MEMORANDUM FOR:** Julie Milly, Local President, AFGE Local 90001

**FROM:** Jon Imawatchin, Senior Advisor, Employee & Labor Relations  
Ms. Marinda Agencia, Director, Office of Regulatory Affairs

**RE:** UNION NOTIFICATION-RELOCATION OF ADMINISTRATIVE OFFICE

Please accept this communication as notification pursuant to applicable provisions of the DIS/AFGE Agreement that the ORA will be relocating five bargaining unit employees in the Administrative Office to a new office facility on 52 Shore Street, four blocks from the main office location, effective December 1, 20\_\_, to address current space restrictions. The affected employees are listed below:

- Alicia Bumbry, Program Officer, GS-12010-11
- Tori Smith, Program Specialist, GS-12010-10
- Jim Palmer, Program Officer, GS-12010-11
- Lisa May, Program Specialist, GS-12010-10
- Ken Singleton, Program Specialist, GS-12010-10

All employees will maintain their current supervisor, Earl Weaver.

If you have questions, please contact Earl Weaver, Director, Administrative Office, at 777.555.9999 or Jim Imawatchin, Senior Advisor, Employee & Labor Relations, at 777.555.9991.

DEMAND TO BARGAIN



As a team, develop a Demand to Bargain for the following notification of a change in a condition of employment.

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## INFORMATION REQUESTS

### TEAM ASSIGNMENT



Develop a list of information that you need to be prepared to bargain over the relocation of the administrative office.

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TEAM ASSIGNMENT



1. Revise the following contract provision so it is in “clear language”. Clear language is contract language that your audience (bargaining unit members) will understand and that gives them the information they need.
2. There are a number of issues raised by this contract language that are unclear. Do not attempt to resolve these issues in the rewrite of the contract provision. Make a list of the unresolved issues.

ARTICLE 20 – LEAVE

**Section 5. Sick Leave**

Section 5.1. It is the Agency’s policy that all Employees shall be entitled to continuation of pay in accordance with the provisions of this Article when absent due to illness, injury, disability, or illness of an immediate family member (immediate family member is defined as spouse and dependent children, parents or grandparents of the Employee residing with the Employee).

**REWRITE:**

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**ISSUES:**

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## LEGAL DOCTRINE AND ANALYTICAL FRAMEWORKS

**Objective:** Participants will:



- Review scenarios that demonstrate one or more legal strategies used by the agency to end bargaining and propose the union response.

### **Team Assignment**

Identify one or more legal strategies that management is using to end bargaining. Develop a plan for the union to counter this strategy and have the agency return to bargaining.

## SCENARIO 1: NEW REMOTE ACCESS REQUIREMENTS

### **BACKGROUND:**

Local 22000 received a notice that a new Remote Access Requirement would be implemented within five days. The notification of this change occurred through an email sent to all members of the bargaining unit:

*Due to the increased use of telework and new federal security requirements from NIST and OMB, the Office of the Chief Information Officer will be deploying a new two-step login process to access [www.agencymobile.agency.gov](http://www.agencymobile.agency.gov). To enable this, each employee will receive a unique plastic 3" x 2" grid card that will be used to enter the challenge response after entering the Agency ID and password credentials.*

*The grid cards will be shipped to your office this week. We are requesting that distribution of the cards each employee be completed within ten (10) days after the material have arrived at your office.*

*If you have any questions or concerns about this process, please contact Selma Itech at 505.727.310A.*

*Thank you for your assistance.*

### **PROPOSAL LANGUAGE:**

The Union submitted a demand to bargain with the following proposals:

1. **No Adverse Action:** No adverse action would be taken against an employee who did not have access to the new Remote Access Card due to the card being lost, damaged or stolen, the card being compromised and/or is unable to access the Agency system due to this change.
2. **Replacement Cards:** Replacement cards shall be issued to employees at no cost and shall be sent to employees who are out of the office and require cards or replacement cards.

### **AGENCY RESPONSE:**

These proposals restrict Management's discretion regarding how the agency will be structured to accomplish its mission to strengthen the internal security practices of the agency in a cost-effective manner. Therefore, these proposals excessively interfere with Management's right to determine the mission, budget, organization, and internal security practices of the agency.

## SCENARIO 1: UNION ANALYSIS AND RECOMMENDED RESPONSE

1. Use the checklist below to identify the technique or collective bargaining doctrine the Agency is using in its response:

- Covered-by*
- Inconsistent with government-wide regulation or rule*
- Management Right violation*
- Permissive topic agency had decided not to bargain*
- Agency Head Review will overturn*
- De Minimis*
- Bargaining for employees not impacted by management action*
- Not allowed under mid-term bargaining*
- Compelling need*
- Not meeting the timeline for demand to bargain*
- Union is not bargaining in good faith*

2. Cite the appropriate section(s) of 5 USC Chapter 71 the Agency is referencing.

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3. What option(s) are available for the Union to respond? Cite the section of 5 USC Chapter 71 or FLRA case law that supports each option.

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## SCENARIO 2: NEGOTIATING TEAM ARRANGEMENTS

### **BACKGROUND:**

Local 22000 is bargaining a term contract with the Agency. As part of the Ground Rules negotiation procedure, the Union is proposing the number of representatives it should have on its team and how they will be reimbursed.

### **PROPOSAL LANGUAGE:**

The Union submitted a demand to bargain with the following proposals:

The Union is entitled to at least (3) three representatives to negotiate over any proposed changes or their impact and implementation. Negotiations shall be held at mutually agreed upon convenient locations. All negotiations over proposed changes in personnel policies, practices and working conditions shall be held when the Union representatives are otherwise in duty time during the work day and negotiators designated by the Union shall be entitled to travel and per diem in addition to official time provided by law for negotiations and impasse proceedings. Union representatives shall be entitled to two days of official time to prepare for each day of negotiations or impasse proceedings.

### **AGENCY RESPONSE:**

The Agency notes that the proposal does not require that officials designated to represent the Union travel away from their normal job sites in order to obtain travel and per diem payments. According to the Agency, the proposal conflicts with the Federal Travel Regulations (FTRs) and the Joint Travel Regulations, an Agency regulation for which a compelling need exists.

The Agency cites specifically only to 5 U.S.C. 5702 which provides that a Federal employee “traveling on official business away from his designated post of duty . . . is entitled to . . . a per diem allowance” in support of its position.

The Agency alleges that payment of travel expenses is not a condition of employment under section 7103(a) (14)(C) of the Statute and is not subject to bargaining. The Agency also relies on a decision of the Comptroller General, 46 Comp. Gen. 21 (1966), authorizing payment of travel and per diem expenses to employee representatives when the agency head has certified that the travel would be in the “primary interest of the Government.” The general rule, according to the Agency, would be to deny such payments. This certification, it is argued, must be made by the agency head and the decision-making cannot be shared.

## SCENARIO 2: UNION ANALYSIS AND RECOMMENDED RESPONSE

1. Use the checklist below to identify the technique or collective bargaining doctrine the Agency is using in its response:

- \_\_\_ *Covered-by*
- \_\_\_ *Inconsistent with government-wide regulation or rule*
- \_\_\_ *Management Right violation*
- \_\_\_ *Permissive topic agency had decided not to bargain*
- \_\_\_ *Agency Head Review will overturn*
- \_\_\_ *De Minimis*
- \_\_\_ *Bargaining for employees not impacted by management action*
- \_\_\_ *Not allowed under mid-term bargaining*
- \_\_\_ *Compelling need*
- \_\_\_ *Not meeting the timeline for demand to bargain*
- \_\_\_ *Union is not bargaining in good faith*

2. Cite the appropriate section(s) of 5 USC Chapter 71 the Agency is referencing.

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3. What option(s) are available for the Union to respond? Cite the section of 5 USC Chapter 71 or FLRA case law that supports each option.

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## SCENARIO 3: ASSIGNMENT OF MEDICAL ASSISTANTS

### **BACKGROUND:**

Local 22000 and the Agency are engaged in impact bargaining over the agency's decision to change its practice regarding the assignment of medical assistants to accompany high-risk patients during routine daily treatments.

### **PROPOSAL LANGUAGE:**

The Union proposes continuation with the "status quo" of assigning medical assistants to accompany high-risk patients until good faith negotiations are completed. This will ensure that the high-risk patients will have the assistance of qualified medical assistants who will accompany them during routine daily treatments. This proposal is a negotiable arrangement and a procedure which the employer will observe while negotiating the action of changing a practice. The proposal will have no impact it is not changing the current practice that is in effect.

### **AGENCY RESPONSE:**

The Agency stated that the proposal would unduly restrict and interfere with the Agency's right to assign work to medical assistants.

## SCENARIO 3: UNION ANALYSIS AND RECOMMENDED RESPONSE

1. Use the checklist below to identify the technique or collective bargaining doctrine the Agency is using in its response:

- Covered-by*
- Inconsistent with government-wide regulation or rule*
- Management Right violation*
- Permissive topic agency had decided not to bargain*
- Agency Head Review will overturn*
- De Minimis*
- Bargaining for employees not impacted by management action*
- Not allowed under mid-term bargaining*
- Compelling need*
- Not meeting the timeline for demand to bargain*
- Union is not bargaining in good faith*

2. Cite the appropriate section(s) of 5 USC Chapter 71 the Agency is referencing.

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3. What option(s) are available for the Union to respond? Cite the section of 5 USC Chapter 71 or FLRA case law that supports each option.

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## SCENARIO 4: CIVILIAN ACCESS TO COMMISSARY

### BACKGROUND:

The Shoppette, part of the base exchange, sells food, gas, and certain health and household items. Local 3300 unit employees currently have access to the Shoppette only to purchase food that can be consumed on the premises. These unit employees work varying shifts during the week and on weekends, and many have limited break periods. And they often have to drive off of the base during breaks in their shifts to “satisfy their shopping needs,”<sup>4</sup> which can contribute to traffic congestion on the base.

The Union and the Agency went arbitration over the negotiability of the proposal. The arbitrator ruled that the proposal was acceptable under the Statute.

### PROPOSAL LANGUAGE:

The Union proposed to grant unit employees broad access to base commissary and exchange facilities, including the Shoppette. The proposal stated:

*Bargaining unit employees with a valid DOD [identification] card shall be granted full access to the Luke Air Force Base Exchange Shoppette, including the gas station. Employees may not purchase uniform items, “tax free” tobacco items, and “tax-free” alcoholic beverages.*

The Union and the Agency went arbitration over the negotiability of the proposal. The arbitrator ruled that the proposal was acceptable under the Statute.

### AGENCY RESPONSE:

The Agency head disapproved the provision, without elaboration, as contrary to “law, rule, or regulation.”



**SCENARIO 4: UNION ANALYSIS AND RECOMMENDED RESPONSE**

1. Use the checklist below to identify the technique or collective bargaining doctrine the Agency is using in its response:

- \_\_\_ *Covered-by*
- \_\_\_ *Inconsistent with government-wide regulation or rule*
- \_\_\_ *Management Right violation*
- \_\_\_ *Permissive topic agency had decided not to bargain*
- \_\_\_ *Agency Head Review will overturn*
- \_\_\_ *De Minimis*
- \_\_\_ *Bargaining for employees not impacted by management action*
- \_\_\_ *Not allowed under mid-term bargaining*
- \_\_\_ *Compelling need*
- \_\_\_ *Not meeting the timeline for demand to bargain*
- \_\_\_ *Union is not bargaining in good faith*

2. Cite the appropriate section(s) of 5 USC Chapter 71 the Agency is referencing.

\_\_\_\_\_

3. What option(s) are available for the Union to respond? Cite the section of 5 USC Chapter 71 or FLRA case law that supports each option.

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## SCENARIO 5: FURLOUGHS

### **BACKGROUND:**

The Agency will be conducting a furlough due to budget concerns and provided a 60-day notice as provided by the current Agreement. The collective bargaining agreement currently has the following language on this topic:

#### **Section 5.0 Furloughs**

##### **Section 5.1**

Employees who are furloughed during a temporary lapse of appropriation will be retroactively paid and otherwise compensated to the extent permitted by law and regulation, if appropriations are approved.

##### **Section 5.2**

The Agency will ensure that the government's share of the employee's health insurance premium is paid during any period of furlough to the extent permitted by law and/or regulation.

### **PROPOSAL LANGUAGE:**

The Union is proposing the following language:

*If the Agency places an employee(s) on furlough for more than 30 days in a reduction in force, the Agency will explore options to allow the employee(s) to serve the furlough on a discontinuous or continuous basis so as to qualify for unemployment compensation.*

### **AGENCY RESPONSE:**

The Agency states that the decision to furlough employees is a management right protected from collective bargaining. Additionally, the Agency states that this matter is currently addressed through the current collective bargaining agreement.

## SCENARIO 5: UNION ANALYSIS AND RECOMMENDED RESPONSE

1. Use the checklist below to identify the technique or collective bargaining doctrine the Agency is using in its response:

- Covered-by*
- Inconsistent with government-wide regulation or rule*
- Management Right violation*
- Permissive topic agency had decided not to bargain*
- Agency Head Review will overturn*
- De Minimis*
- Bargaining for employees not impacted by management action*
- Not allowed under mid-term bargaining*
- Compelling need*
- Not meeting the timeline for demand to bargain*
- Union is not bargaining in good faith*

2. Cite the appropriate section(s) of 5 USC Chapter 71 the Agency is referencing.

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3. What option(s) are available for the Union to respond? Cite the section of 5 USC Chapter 71 or FLRA case law that supports each option.

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## REVIEW/WRAP UP

**Objective:** Participants will:

- Recall key points of the legal framework federal collective bargaining
- Review the content from the course
- Complete evaluation forms

Write down 1-2 key points that you remember on the following topics:

- **Requirements of 5 U.S.C. Chapter 71**

- **Common legal strategies that the Agency can use as an obstacle to negotiations**

- **Actions the Union can take to prepare for federal collective bargaining**

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## APPENDIX A: OFFICE RELOCATION CASE STUDY MATERIALS

- **A-1: Collective Bargaining Agreement, Article 30 – Office Relocation and Renovation, Section 1.0**
- **A-2: Office Relocation Member Survey Results**
- **A-3:**

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## A-1: DIS/AFGE MASTER LABOR AGREEMENT

### Article 30 – Office Relocation and Renovation

#### Section 1.0 Policy

The efficient and effective use of office space supports the performance of the Agency's mission. The layout, features, and design of office space contribute to the quality of employees' work life. The parties will work together to see that the space used by employees achieves these goals.

## A-2: AFGE LOCAL 90001 MEMBER SURVEY RESULTS

**Q1: Before you received this survey, did you know that there's a Union for the staff at the U.S. DIS?**

- Answered: 5
- Skipped: 0

Answer Choices	Responses
...	60.00%
Yes	3
...	40.00%
No	2
Total	5

**Q2: Did you know that the Union, Local 90001 of the American Federation of Government Employees (AFGE), negotiates a contract with DIS covering working conditions at the agency?**

- Answered: 5
- Skipped: 0

Answer Choices	Responses
...	20.00%
Yes	1
...	80.00%
No	4
Total	5

**Q3: Did you know that union members are eligible for representation in workplace disputes?**

- Answered: 5
- Skipped: 0

Answer Choices	Responses
...	40.00%
Yes	2
...	60.00%
No	3
Total	5

**Q4: The agency is proposing to relocate your work area to a new building on Primrose Street. Please rank the top three (3) areas of concern you may have regarding this move:**

- Answered: 5
- Skipped: 0

Answer Choices	Responses
...	00.00%
Office format	0
...	100.00%
Parking	5
...	20.00%
Desk Location and set up	1
...	60.00%
Access to the main building	3
...	20.00%
Access to cafeteria and eating areas	1
...	40.00%
Impact on hours of work	2

**Comments:**



**Q5: How can we best communicate with you about the negotiations we will have with the agency regarding this issue (we will communicate on your personal device to avoid agency monitoring):**

- Answered: 5
- Skipped: 0

Answer Choices	Responses
Responses	100.00%
Personal email	5

- ksing@wiredtothemax.net*
- maylee@famous.com*
- paljim@its.com*
- tsmitty@its.com*
- balicia@itworld.com*

Responses	80.00%
Email address	4
Responses	40.00%
Personal cellphone	2
Responses	0.00%
Personal cellphone #	0
Responses	20.00%
Home phone:	1
Responses	00%
Home phone #	0

## A-4: DIS/AFGE LOCAL 90001 OFFICE RELOCATION CORRESPONDENCE

- A-4.1 UNION NOTIFICATION-RELOCATION OF ADMINISTRATIVE OFFICE
- A-4.2 REQUEST FOR INFORMATION: OFFICE RELOCATION
- A-4.3 INFORMATION ON RELOCATION OF ADMINISTRATIVE OFFICE

## **A-4.1: U.S. Department of Important Stuff**

Government Center  
100 Washington Avenue  
Pennstreeotoc, AZ 19000-3389

**DATE:** March 30, 20\_\_

**MEMORANDUM FOR:** Julie Milly, Local President, AFGE Local 90001

**FROM:** Jon Imawatchin, Senior Advisor, Employee & Labor Relations  
Ms. Marinda Agencia, Director, Office of Regulatory Affairs

**RE:** UNION NOTIFICATION-RELOCATION OF AFFECTED PERSONNEL

Please accept this communication as notification pursuant to applicable provisions of the DIS/AFGE Agreement that the ORA will be relocating five bargaining unit employees from the main DIS Administrative Office to a new office facility on 52 Shole Street, approximately four blocks from the main DIS Administrative office location, effective December 1, 20\_\_, to address current space restrictions. The affected employees are listed below:

- Alicia Bumbry, Program Officer, GS-12010-11
- Tori Smith, Program Specialist, GS-12010-10
- Jim Palmer, Program Officer, GS-12010-11
- Lisa May, Program Specialist, GS-12010-10
- Ken Singleton, Program Specialist, GS-12010-10

All employees will maintain their current supervisor, Earl Weaver.

If you have questions, please contact Earl Weaver, Director, Administrative Office, at 777.555.9999 or Jim Imawatchin, Senior Advisor, Employee & Labor Relations, at 777.555.9991.

## A-4.2: AFGE Local 90001

**DATE:** April 5, 20\_\_

**MEMORANDUM FOR:** Jon Imawatchin, Senior Advisor, Employee & Labor Relations  
Ms. Marinda Agencia, Director, Office of Regulatory Affairs

**FROM:** Julie Milly, Local President, AFGE Local 90001

**RE:** REQUEST FOR INFORMATION: OFFICE RELOCATION

Pursuant to 5 U.S.C. §7114 (b)(4) and Article 30 of the DIS/AFGE Collective Bargaining Agreement (the Agreement), AFGE Local 90001 requests that the Department of Important Stuff (“DIS”, “the Agency”, “the Department”, or “Management”) provide information to the Local concerning the Department’s planned relocation of five bargaining unit employees in the main DIS Administrative Office to a new office facility on 52 Shole Street.

On March 30, \_\_\_\_, the Local received the Department’s Notification-Relocation of Administrative Office. In anticipation of bargaining the office relocation, the Local is submitting this request for information.

The standard adopted by the U.S. Federal Labor Relations Authority (FLRA) requires a union requesting information under 5 U.S.C. §7114 (b)(4) to establish a particularized need for the information by articulating with specificity why it needs the requested information including the uses to which the union will put the information and the connection between those uses and the union’s representational responsibilities under the statute.

The Local, as exclusive representative of the Department’s bargaining unit requires the information requested in this memorandum for full and proper analysis in order to determine the impact of the Department’s planned relocation of five members of the bargaining unit to the Shole office facility and to assist the Union in formulating collective bargaining proposals and negotiating with the Department on the Office Relocation Supplement to the Agreement.

The Local must have specific information requested in this memorandum to allow it to ensure that AFGE bargaining unit employees are treated fairly and equitably and their rights under the Agreement, law, rule or regulation are not diminished as a result of the impact and implementation of the office relocation. This information will assist the Local in negotiating over the procedures and appropriate arrangements for the affected bargaining unit employees pursuant to 5 U.S.C. §7106 (b)(2) and (3).

Therefore, the Local requests the following information in unsanitized form. This request is consistent with the guidance established by FLRA General Counsel guidelines. The Local has shown the necessity for the information and has established the right to such information to fulfill its representational duties towards bargaining unit employees.

This information is or should be normally maintained by the Department in its regular course of business. The information should be reasonably available and accessible and is necessary for a full and proper discussion. There is no inconsistency with the provisions of the Privacy Act, 5 U.S.C. 552a related to the information being requested.

Additionally, the Union contends the unsanitized information is to be correctly provided since such disclosure is clearly defined as serving the public interest in assuring the actions of the Department are done in accordance with law, rule, and regulation.

For this purpose, and that of FLRA guidance, the public interest is considered under the extent this information will shed light on the Department's performance of its statutory duties.

Therefore, the Union requests the following information, including any documentation in paper, electronic and other form justifying the requested information:

- 1. Complete and accurate rationale for the Administrative Office Relocation including the expected savings for relocating the Administrative Office to the Shore facility.**
- 2. Copies of the proposed floor plans that reflect the office format for the Shore Street facility**
- 3. Parking costs for the proposed Shore Street office location and the Washington Avenue location where the bargaining unit employees are currently stationed.**
- 4. Copies of documentation indicating the desk location and set up in the new office.**
- 5. Access to the main building for relocated employees.**
- 6. Access to the cafeteria and other eating areas for relocated employees.**
- 7. Hours of work for relocated employees.**

In accordance with the principles established in FLRA case law we need and expect to receive this information no later than April 17, 20\_\_.

If the Department believes that it cannot provide the Local with some of its information because of legal impediments, or if there are questions concerning the contents of this request, please contact me by close of the business the day of receipt. In this manner, we may discuss the problem and I may be able to revise my request so as to remove the impediment(s) and you will be able to provide me the information.

If this request is denied, in whole or in part, please state in writing the name, position, title, and grade of the official making the decision, and the statutory, regulatory, or contractual citation it is based upon.

If you have any further questions regarding this memo, please contact me at 777.933.9366.

Thank you in advance for providing this information.

## A-4.3: U.S. Department of Important Stuff

DIS Administrative Office  
100 Washington Avenue  
Pennstreeoc, AZ 19000-3389

**DATE:** April 17, 20\_\_

**MEMORANDUM FOR:** Julie Milly, Local President, AFGE Local 90001

**FROM:** Jon Imawatchin, Senior Advisor, Employee & Labor Relations  
Ms. Marinda Agencia, Director, Office of Regulatory Affairs

**RE:** INFORMATION ON RELOCATION OF AFFECTED PERSONNEL

Per the request for information from Local 90001, the following is a comprehensive response in full compliance with the statutory requirements of 5 U.S.C. 7114(b). No further information on this topic can be disseminated at this time.

### **Reason for the Administrative Office Relocation:**

The formation of several new Acting Assistant Deputy Directors to the Lower Undersecretary of the DIS Office of Regulatory Affair Division has generated a requisite requirement for supplementary office arrangements in the main DIS Administrative Office facility located at 100 Washington Avenue. After a thorough and expeditious exploration of alternate layouts and designs, the 52 Shole Office facility has been identified as the prime candidate for affected DIS employee relocation. Given the intensive documentation involved in this decision and its subsequent implementation, the agency cannot provide further documentation at this time due to the excessive and extreme measures requisite to the collection, organization and dissemination of said data.

### **Office Format:**

See Attachment A to see the office format layout for the 52 Shole Street location.

### **Parking:**

See Attachment C for a description of the parking costs for the garage at the 52 Shole Street location. As requested, a description of the costs for current parking options available at the 100 Washington Avenue location is included in Attachment D. A street map of the office locations and associated parking facilities is included in Appendix E.

### **Desk location and set up:**

The appropriate desk location can be identified on Attachment A with the following assignments:

Alicia Bumbry, Program Officer, GS-12010-11	Office 13
Tori Smith, Program Specialist, GS-12010-10	Office 15
Jim Palmer, Program Officer, GS-12010-11	Office 14
Lisa May, Program Specialist, GS-12010-10	Office 15
Ken Singleton, Program Specialist, GS-12010-10	Office 15

Specific desk assignments to Office 15 will be determined by the acting supervisor.

A sample of the desk arrangement is located in Attachment B. Each desk will be set up in the same arrangement as found in the main DIS Administrative Office location on Washington Avenue, including a desk, office chair and two guest chairs, file cabinet, computer, bookcase (optional), and phone.

**Access to the main building:**

Access to the main DIS Administrative Office building will remain the same. A 24-hour building pass for the main DIS Administrative Office on 100 Washington Avenue will be provided to the ORA employees relocated to the Shole Street office location.

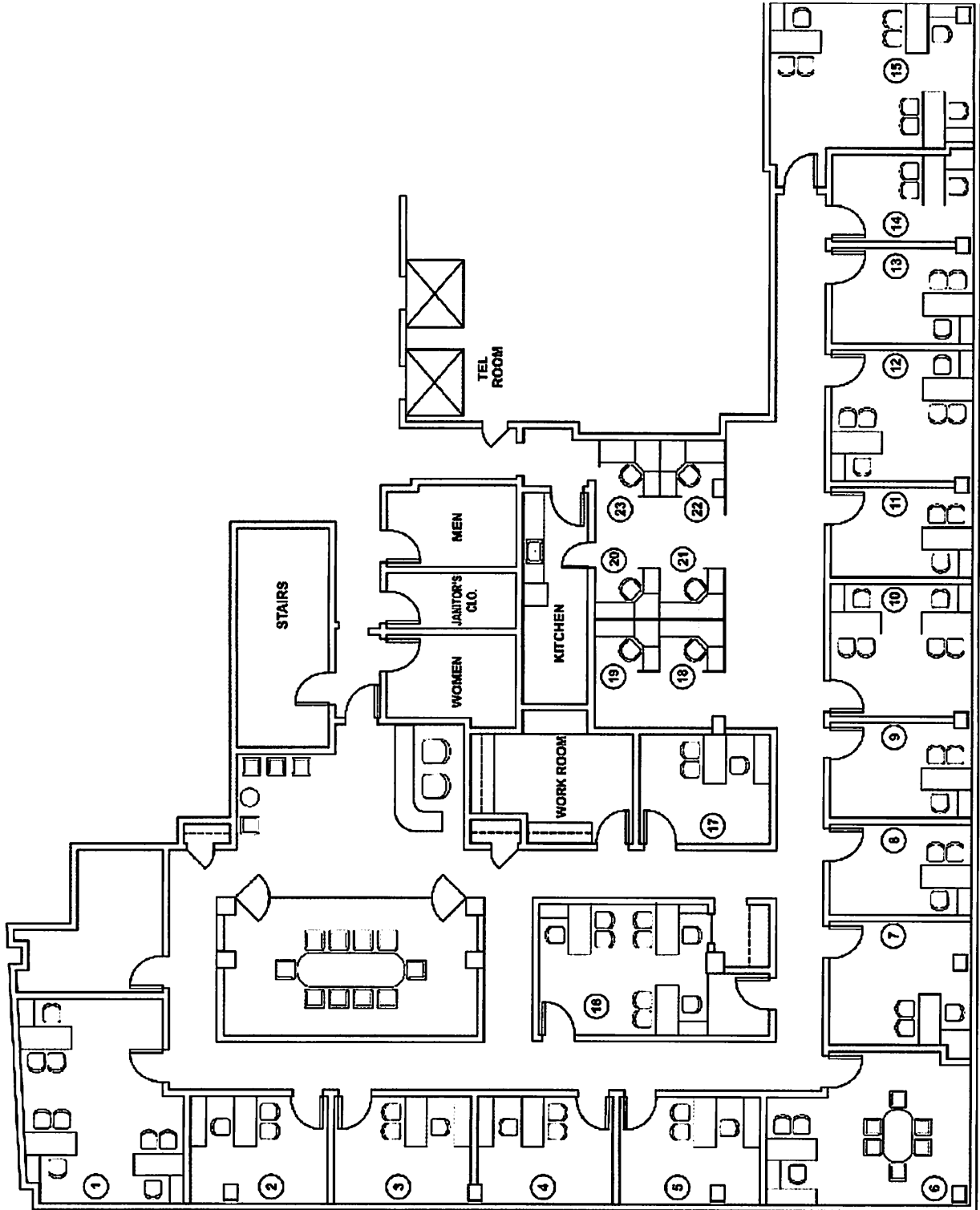
**Access to the cafeteria and other eating areas:**

Access to the cafeteria and associated eating areas will remain the same. A 24-hour building pass for the main DIS Administrative Office on 100 Washington Avenue will be provided to the ORA employees relocated to the Shole Street office.

**Hours of work:**

The hours of work for the Shole Street office will be 9:00 am to 5:00 pm MST, these are the same hours of work as the main DIS Administrative Office at the Washington Street location. The relocation of employees to the Shole Street office location will not affect the employees' schedule or working hours.

ATTACHMENT A: SHOLE STREET OFFICE FORMAT





**ATTACHMENT B: DESK SETUP**



## ATTACHMENT C: SHOLE STREET PARKING

### Shole Street Garage (Shole and Primrose)

Weekday rates (6 a.m. to 5 p.m.)            \$1.50 each half hour  
   \$20.00 daily maximum charge

Evening Rates (5 p.m. to 6 a.m.)            \$1.50 each half hour  
   \$10 nightly maximum charge

## ATTACHMENT D: MAIN DIS ADMINISTRATIVE OFFICE PARKING

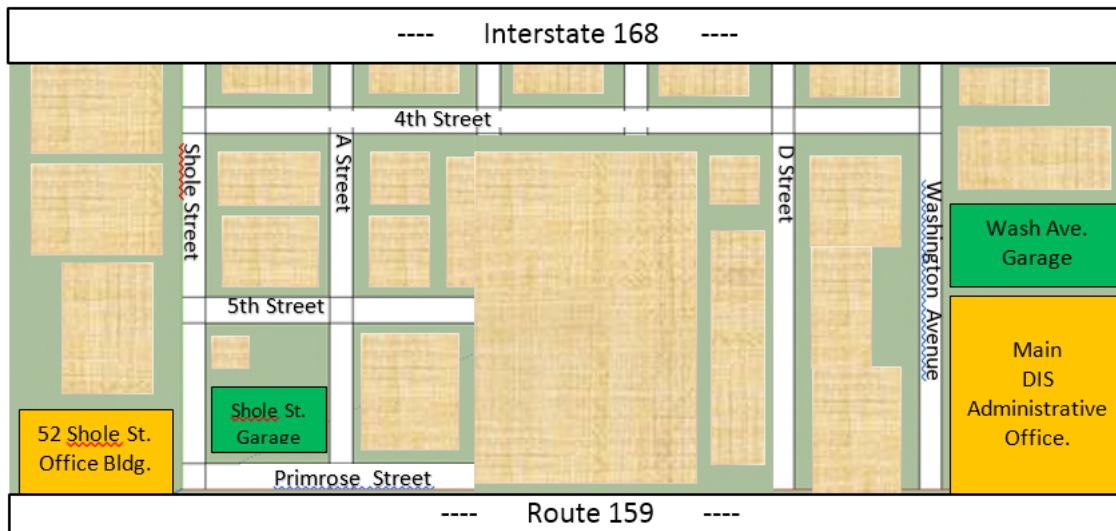
### Washington Avenue Garage (105 Washington Avenue)

Weekday rates (6 a.m. to 5 p.m.)            \$1.00 each half hour  
   \$15.00 daily maximum charge

Early Bird Rate is available Monday through Friday at the Washington Avenue Garage. Commuters must be "IN" by 9:30 a.m. and "OUT" after 4:30 p.m. for the rate of \$6 all day (until midnight). No discounts, coupons or validations are accepted with this rate.

Evening Rates (5 p.m. to 6 a.m.)            \$1.50 each half hour  
   \$8.00 nightly maximum charge

## ATTACHMENT E: STREET VIEW







AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, AFL-CIO  
80 F Street, N.W. • Washington, DC 20001  
***[www.afge.org](http://www.afge.org)***