

**From:** Matulef, Mark L  
**Sent:** Thursday, August 11, 2011 03:04 PM  
**To:** Kelly, Sinthea; Reynolds, James M  
**Cc:** Eitches, Edward E; Morton, Robert B  
**Subject:** Demand to Bargain - Proposed Office Moves (Portals)

MEMORANDUM FOR: Sinthea M. Kelley  
Director, Administration Management/HR, Office of General Counsel

Through: James Reynolds  
Deputy Director, Labor Relations

From: Mark Matulef  
Senior Steward

Subject: Demand to Bargain – Proposed Office Moves (Portals)

Pursuant to Article 5 of the HUD-AFGE Contract, Local 476 invokes bargaining and presents preliminary demands and a request for information in response to the August 4, 2011, move notice. The scope of the notice concerns moving OGC bargaining unit staff to the 5<sup>th</sup> Floor of the Portals Building. If there are bargaining unit employees who have been or will be relocated from the Weaver Building to the 2<sup>nd</sup> Floor of the Portals Building for the same reason as the move to the 5<sup>th</sup> Floor, then the scope of the notice and bargaining should be expanded.

### Questions

Earlier this week, we submitted the following questions, and we are repeating them in this memorandum:

1. Is it Management's view that Local Supplement 51 applies or does not apply to Portals relocation? It is the Union's view that it does, but not all provisions may apply perfectly. We would like to base negotiations on Supplement 51.
2. What is planned for fitness center access for employees?
3. What is planning for parking access, in particularly employees who park at the Weaver Building?
4. What is the before and after square footage for work space for bargaining unit employees to be moved - especially the square footage in the Portals?
5. What furnishings need to be acquired or space built out?
6. What is the cost to the Department?
7. Would Management consider extending the deadlines for completing the No Fear Act and IT Security training?
8. What is the Section 504 Plan?
9. What is the timetable for repairs to the 10th floor of the Weaver Building?

We would appreciate responses to these questions in advance of bargaining.

### Other Preliminary Matters

1. We understand that OGC 10<sup>th</sup> Floor Weaver Building employees have been relocated to the second floor of Portals for the same or similar reasons as those specified in the August 4 notice. We are concerned that there has been, apparently, no Union notice. As noted in the introductory paragraph to this memorandum, we request that the scope of the notice and bargaining include moves to the 2<sup>nd</sup> Floor of Portals.

2. As noted in the questions above, the Union views the move to Portals as covered by Local Supplement 51 (“Swing Space in the Capitol View Building during Weaver Building Renovation”). The work in the Weaver Building that led to the Capitol View move is one of the reasons for the proposed Portals move. It would be more efficient to negotiate the Portals move as a modification to Local Supplement 51 than leading to a separate Local Supplement.

3. The August 4 notice is not complete and should be revised and reissued with a new date, to address the following deficiencies: (a) per section 5.04(2)(c) and (d) of the Contract, the notice provides no square footage of work space per employee or an average work space square footage; (b) per section 5.04(2)(i), no estimated cost is provided; (c) per section 26.06, Management needs to inform the Union of health and safety concerns and convene the Management-Union Health and Safety Committee to monitor health and safety conditions, make recommendations, make plans for abating hazards, and so forth; (d) per section 26.08, Management has not reported to the Union on unsafe or unhealthful working conditions, except in an informal and cursory means; (e) per section 26.13, the Union must be allowed to accompany GSA or other inspectors on workplace inspections. The Union has not been informed of such inspections, although a visit to the Portals 5<sup>th</sup> floor was arranged for the Union; and (f) the notice contains no information on space for fitness facilities (section 45.03(3)), public access and confidentiality (section 45.03(4)), parking (section 45.04), or provisions for handicapped employees (45.02).

### Proposals

I. Alternative 1 - Extension and modification of Local Supplement 51. The Union seeks to apply provisions 1-4 of Local Supplement 51, subject to modification for differences in minimum work space. Capitol View minimum work spaces are 6’x6’ and we understand Portals minimum work spaces are 6.5’x6.5’. In addition, we seek an expansion of training, cross-training, detail, and rotation opportunities as described in the proposals below. We reserve the right to add proposals – for example, furnishings and facilities for secure file storage.

II. Alternative 2 – Full bargaining.

1. Training. Management will make best efforts to increase off-site training opportunities, including Westlaw, DOJ Office of Legal Education, and other legal training. Managers and their supervisees will meet and reassess training needs and professional development. Management will endeavor to approve more off-site training. OGC Management and the Union will convene a training, cross-training, detail, and rotation committee of an equal number of members to identify, develop, and facilitate opportunities for off-site training and professional development.

2. Telework Committee. OGC Management and the Union will convene a committee of equal number of members to explore how telework and other off-site work arrangements may be expanded and facilitate high-quality work.
3. Sabbatical. Employees with at least 10 years of service to the Federal government may propose the use of up to 12 weeks of leave during the relocation period at Portals to pursue educational, cultural, health-related, volunteer, or other opportunities.
4. Extended Deadlines for Completing Mandatory On-Line Training (e.g., IT Security, No Fear Act).
5. Periodic Monitoring of Security, Information Security, and Handicap Accessibility. Management and the Union will schedule regular (at least monthly) assessments of safety, security, and accessibility arrangements.
6. Confidential Conversations. Management will provide closed office space for employees to conduct confidential conversations, provide confidential and privileged advice, and address other matters that are private, confidential, or privileged.
7. Locked File Storage. Each employee will be allocated a locked file cabinet or assigned space in a locked file cabinet adjacent to his or her work space.
8. Fitness Facilities. Employees will receive free access to the Fitness Facility in the Weaver Building.
9. Parking. Employees will retain Weaver Building parking privileges and arrangements.

We reserve the right to modify or add proposals.