

Management's Counter Proposal to IUPEDJ 04/13/18 Proposals re: New Building at 445 Twelfth Street, S.W.

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From:	Lashawn Dennis, Labor Relations Specialist (Chief Negotiator)
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Re:	New Building @ 445 Twelfth Street, S.W. WDC

Section 7103(a)(12) of the Federal Service Labor Management Relations Statute requires Agencies (hereafter, "Management" or "Employer") to bargain over changes in the conditions of employment of bargaining unit employees (hereafter, "BUE" or "employee" or "BU") that are more than *de minimis*. However, when the subject itself is not negotiable and a given change is the result of management exercising one or more of its reserved rights, this obligation is limited to procedures and appropriate arrangements for bargaining unit employees adversely affected by the decision.

On December 14, 2017, Management provided the Union with official notification of the new lease award and of the new location to the Portals II, located at 445 12th Street, SW. The initial briefing regarding this move was held on March 5, 2018. The Union requested an extension to provide proposals until April 13, 2018 and, on that date, the Union submitted a total of seventy-five (75) proposals for bargaining. The Agency provided the Union with its counter proposals on May 1, 2018. The parties met several times (see above dates) prior to the parties seeking assistance from FMCS. Mediation began on October 24, 2018.

Pursuant to 41 CFR 102-79, the Employer will promote the maximum utilization of federal workspace, consistent with mission requirements, to maximize its value to the government and

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supports a quality workplace environment, program operations, improve productivity and preserves the value of real property assets.

This document represents a compilation of those seventy-six (76) proposals along with management's counter proposals:

Proposal #1: Except as otherwise provided by law, the Employer will not implement any aspect of the construction, furnishing, equipping, decoration, relocation process, or move except on a date agreeable to the Parties, but no sooner than an agreement is reached for these negotiations including Union ratification and Agency Head review and the resolution of any negotiability proceedings, impasse proceedings and unfair labor practice proceedings. Implementation includes, but is not limited to configuration of workspace, construction of workspace, floorplans, painting, carpeting, furnishing, packing, preparation, and office selection.

Management's Response #1: As written, this proposal is nonnegotiable as it is covered by the MOU concerning Negotiations Relating to Relocation to 445 Twelfth Street S.W. dated June 28, 2018.

Proposal #2: The Employer acknowledges and recognizes that private offices and the sizes of offices and workstations and procedures for selecting vacant offices are contained in the PBGC-UPE CBA (Article 32) and are the subject of current CBA negotiations and cannot be changed outside of the CBA bargaining process. CBA Ground Rules, November 24, 2015, as amended by MOU's dated October 7, 2016, and October 13, 2016.

Management's Response #2: As written, this proposal is nonnegotiable. The terms of this proposal do not constitute procedures and/or appropriate arrangements within the meaning of section 7106(b)(2) and (3). Therefore, this proposal is outside the duty to bargain under the Statute.

Proposal #3: No bargaining unit employee shall share offices or office space.

Management's Response #3: Non-negotiable as this proposal interferes with managements right to determine the organization and the budget.

Proposal #4 a and b: Workstations assigned to bargaining unit employees will include panel heights of 65 to 72 inches (seated privately). Workstations assigned to bargaining unit employees will have doorways. As it relates to the composition and quality of partitions, the Parties recognize that Management must solicit and acquire partitions through a required process. Management will provide 3 options and the union will provide three options. Each party will strike their two least favorite options. The final option for the workstation will be determined by the Union.

Management's Counterproposal #4a: As it relates to the first two sentences (4a): Workstations assigned to bargaining unit employees will include three (3) solid sides and will not have doors. The panel height will range from 61-64 inches including a 14-15-inch frosted glass stacker on top.

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4b: The remaining of this proposal is covered-by agreement # 15c: Management will implement paint, carpet and partition fabric closing resembling, but not necessarily an identical representation, of the grade, color, and patterns selected in the attached initialed pictures, dated 03/6/2019.

Agreement Reached: 03/6/2019

Proposal #5: The selection for and size of the offices are covered by Article 32 of the UPE CBA.

Management's Response #5: As written, this proposal is nonnegotiable. The terms of this proposal do not constitute procedures and/or appropriate arrangements within the meaning of section 7106(b)(2) and (3). Therefore, this proposal is outside the duty to bargain under the Statute.

Proposal #6 a, b and c: GS-13, GS-14, and GS-15 bargaining unit employees who have window offices at 1200 K Street, NW., as of 11/28/2018, will have private window offices at 445 Twelfth Street, S.W., when the Agency moves to the building at such address; Bargaining unit employees at the GS-12 level and below will be located in the interior private offices at 445 Twelfth Street, S.W. when the Agency moves to such new address. Thereafter, office moves and selections will be done in accordance with the rules outlined and covered by Article 32 of the PBGC-UPE CBA. Squatter's right may apply.

Management's Counterproposal #6a: As it relates to Office Size and Type (1st sentence): All bargaining unit employees, GS-11 and above in professional positions, will occupy 120 SF interior private offices.

Management's Response #6b: As it relates to the second sentence: This portion of the proposal is nonnegotiable as it is not within the mandatory duty to bargain under the Statute. The existing provision in Article 32 of the PBGC-UPE CBA, "*apply to all employees, whether or not in the bargaining unit...*" This provision does not constitute a mandatory subject of bargaining but is properly a permissive subject for bargaining. The Agency does not have a legal obligation to bargain over permissive subjects and does not elect to bargain over this provision. Further, the CBA is a terminated contract, having expired in May 2015. The Agency relies upon FLRA rulings which state in pertinent part, "*When an agreement expires, either party is free to terminate permissibly negotiated provisions.*" 60 FLRA 483; Customs and Border Protection 2004.

Management's Response #6c: As it relates to the last sentence: This portion of the proposal is nonnegotiable as it relates to "squatter's rights." The term squatter's rights reflect a legal doctrine called "adverse possession" which pertains to the disuse of property or property abandoned by the owner, which a party can occupy for an extended period, subsequently forming a basis for the squatter's claims to the abandoned property. None of the concepts of property, ownership or abandonment apply to the

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facts/circumstances of office assignment; thereby underscoring the Union's improper adoption of the expression and the facts.

Proposal #7: Offices and workstations for bargaining unit employees will be located and constructed on each floor of the New Building in accordance with the areas marked on the attached floor diagrams.

Management's Counterproposal # 7: All BU employees will occupy 120 SF interior private offices. However, BU employees who are GS-11 (career ladder does not exceed 11) and below in nonprofessional positions will occupy workstations.

Proposal #8: Bargaining unit employees in the Office of the General Counsel who are attorneys, paralegals and support staff will not be located on the same floor as nonbargaining unit attorneys who have responsibilities and duties in the areas of labor relations or personnel matters.

Management's Response #8: As written, this proposal is nonnegotiable as it is outside the duty to bargain because it unlawfully interferes with management's right to determine the agency's organization (where employees or organizational units will conduct agency operation(7106(a)(1)); interferes with management's right to determine its methods and means and proports to regulate the conditions of employment of nonbargaining unit employees and the Agency does not elect to bargain such.

Proposal #9: Management agrees that private offices will not be outfitted with systems furniture. Each office will be outfitted with the following furniture case goods (movable furniture that have no permanent connection to the structure of a building or utilities): desk, sideboard/credenza, a file cabinet (3drawer lateral) ergonomic desk chair, at least one guest chair and, upon request, one bookcase.

Agreement Reached: 11/14/2018

Proposal #10: In accordance with law and PBGC policy, any bargaining unit employee with a need for a reasonable accommodation will be provided a sit-to-stand desk. Other employees may be provided a sit-to-stand desk, upon request, on a first come first serve basis.

Agreement Reached: 08/29/2018

Proposal #11: Construction at the New Building will include, on each floor, a breakroom with the dimensions of at least 250 square feet equipped with up to two refrigerators, two microwave ovens, tables and chairs for at least eight (8) persons, a sink with a garbage disposal, soap, and paper towel dispensers, counter top, and trash cans. The Agency will provide ice machines on each floor. The amenities will be comparable to what currently exists at 1200 K. Street, N.W.

Agreement Reached: 08/29/2018

Proposal #12: The parties expect that the breakroom, pantries and refrigerator will be maintained in a clean and safe condition at all times. The pantries and breakrooms will be cleaned regularly to ensure clean and healthy conditions, pursuant to Article 20 section 1.

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Agreement Reached: 09/20/2018

Proposal #13: The parties expect that the breakroom, pantries and refrigerator will be maintained in a clean and safe condition at all times. The pantries and breakrooms will be cleaned regularly to ensure clean and healthy conditions, pursuant to Article 20 section 1.

Agreement Reached: 09/20/2018

Proposal #14: ~~The Employer will provide high quality bottled (non tap) drinkable water available from dispensers in the break rooms on each floor, in at least three other locations on each floor, and in all conference rooms that seat six or more people. The Employer will ensure that the bottled water is always available and does not run out. The Employer will provide sanitary, disposable paper cups. The water will be provided at no charge to employees.~~

Withdrawn: 10/24/2018

Proposal #15 a, band c: Management will provide numerous conference rooms with varied sizes to accommodate 4-6 employees, 8-12 employees, 16-30 employees and more than 30 employees. There will be multiple conference rooms located in the interior of the office space on each floor to allow for window offices for bargaining unit employees. As it relates to carpet and paint color, the Parties recognize that Management must solicit and acquire partitions through a required process. Management will provide three options and the Union will provide three options. Each party will strike their two least favorite options. The final option for the color will be determined by Management.

15a: To the extent feasible, Agency and Department support space will be similarly located on each floor to improve wayfinding including numerous conference rooms with varied sizes to accommodate 4-6 employees, 8-12 employees, 16-30 employees and more than 30 employees.

Agreement Reached: 02/06/2019

15b: There will be multiple conference rooms located in the interior of the office space on each floor to allow for window offices for bargaining unit employees.

Management's Counterproposal #15b: Conference rooms will be located along the perimeter of the building (window wall). All BU employees will occupy 120 SF interior private offices. Bargaining unit employees who are GS-11 (career ladder does not exceed 11) and below in nonprofessional positions will occupy workstations.

15c: Management will implement paint, carpet and partition fabric closing resembling, but not necessarily an identical representation, of the grade, color, and patterns selected in the attached initialed pictures, dated 03/6/2019.

Agreement Reached: 03/06/2019

Proposal #16: Management will provide (make available for reservation) at least one conference room to accommodate up to 100 people or more. The room(s) will be reserved on a first-come,

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first-serve basis by reservation. The room(s) will be equipped with the necessary automation equipment, furniture and supplies.

Agreement Reached: 09/20/2018

Proposal #17: All conference rooms not exclusively reserved for management will be available to employees and employee organizations by reservation. The employer anticipates that only a limited number of conference rooms will be exclusively reserved for management.

Agreement Reached: 7/12/2018

Proposal #18: The employer will provide the union a secure onsite office of approximately 240 sq. ft. The Union's office will be designed and located to provide privacy to the union to the extent practicable. If options are available, the Union will choose.

The employer will provide the union with a network-connected computer with internet capability, a printer, fax capabilities, two telephones with conference call capability and a lock on the door. Subject to space configuration, safety and availability, the employer will provide lockable file cabinets, conference table(s) and chairs comparable to what currently exists.

Agreement Reached: 7/12/2018

Proposal #19: All relocated bargaining unit employees can amend commuting cost in accordance with the PBGC Transportation Benefits Program Policies and Law, to include any increased costs resulting from this relocation.

Agreement Reached: 09/19/2018

Proposal #20: ~~The Employer will provide shuttle buses and shuttle vans to transport employees at no charge from subway stations and bus stops within a half mile radius of the New Building. The buses and vans will be in service from 6:00 a.m. to a.m. and 2:00 p.m. to 7:00 p.m. and will be scheduled to run every five minutes. There will be no charge to employees.~~

Withdrawn: 01/31/2019

Proposal #21: After 7:00 p.m., the Employer will provide security services to escort employees to subway stations and bus stops. There must be sufficient security manpower so that these security services can be provided with no more than a 10-minute wait.

Management's Response #21: The proposal is nonnegotiable because it violates Management's 7106(a)(1) right to determine security practices; and, 7106 (a)(2)(B), management's right to assign work, specifically when work will occur. Further, this proposal is covered by article 44, Section 3.

Proposal #22: Office doors to bargaining unit offices shall be made of at least 75% frosted glass while the four walls shall be made of 75% sheet rock with 25% glass at the top.

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Management's Counterproposal #22: Bargaining unit employee's office doors will be made of up to 25% frosted glass. Three of the four walls will be made of 100 % sheet rock and the fourth wall shall be made of glass (e.g. frosted or etched glass).

Proposal #23: The walls of private window offices adjacent to hallways shall be made of 75% sheet rock with 25% glass at the top.

Management's Response #23: As written, this proposal is nonnegotiable as it exceeds the scope of bargaining and purports to regulate the conditions of employment of non-bargaining unit employees and the Agency does not elect to bargain such. Bargaining unit employees will not occupy window offices.

Proposal #24: Management will implement paint, carpet and partition fabric closing resembling, but not necessarily an identical representation, of the grade, color, and patterns selected in the attached initialed pictures, dated 03/6/2019.

Agreement Reached: 03/06/2019

~~**Proposal #25:** Common areas, including, for example, corridors, conference rooms, lunch rooms, pantries and reception areas, shall be painted once a year, in colors negotiated by the Parties.~~

~~**Withdrawn: 01/31/2019**~~

Proposal #26: A bulletin board, comparable to what currently exists in size and design as at 1200 K Street as of 3/6/2019, will be placed in the breakroom on each floor except for the 2nd agency boardwalk. The space allocated to the Union is covered by Article 51, Section 4 of the UPE CBA.

Agreement Reached: 03/06/2019

~~**Proposal #27:** The Union may select 80 paintings or posters to be used for decoration on each floor at the New Building. The Employer will purchase the selected posters and place them in glass or plastic covered frames approved by the Union. The Union will designate where to place these decorations.~~

~~**Withdrawn: 09/26/2018**~~

Proposal #28: The Employer will lease and otherwise provide seven to ten fully paid parking spaces at the New Building for the exclusive use of the Union.

Management's Response #28: As written, this proposal is nonnegotiable as it is covered by CBA, Article 33, Parking. Further, the Employer is not proposing a change in parking therefore there is no duty to bargain.

Proposal #29: The Employer will ensure that at least the same number of parking spaces are available for employees as are available at 1200 K Street. The Employer will pay the full cost of parking.

Agreement Reached: 11/28/2018

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Proposal #30: In accordance with the law, the Employer will require that PBGC space in the New Building will be totally smoke free.

Agreement Reached: 09/19/2018

Proposal #31: The employer will ensure that air quality, air circulation, lighting, temperature and all other internal factors at the New Building will meet all regulatory and code requirements. The employer will provide the Union with an initial report upon receipt from the Lessor.

Agreement Reached: 10/24/2018

Proposal #32: In accordance with Section 3.51 of the Lease between the Lessor and GSA, Management will comply with the health and safety standards during construction and before occupancy, including providing filtered "safe" drinking water and acceptable air quality in accordance with OSHA.

Agreement Reached: 09/26/2018

Proposal #33: Agreed upon language covering proposals #32-34.

Agreement Reached: 09/26/2018

Proposal #34: Agreed upon language covering proposals #32-34.

Agreement Reached: 09/26/2018

Proposal #35: Air circulation, including air quality, will be maintained at OSHA's standards at all times. Temperature will be comfortable.

Agreement Reached: 11/28/2018

Proposal #36: Management will adhere to the Lease (section 3.07 ADHESIVES AND SEALANTS) and comply with all applicable government-wide regulations.

Agreement Reached: 12/18/2018

Proposal #37: Management will adhere to the Lease (section 5.11 PAINTING) and comply with all applicable government-wide regulations regarding types of paints.

Agreement Reached: 12/18/2018

Proposal #38: Management will adhere to the Lease (section 6.08 SELECTION OF CLEANING PRODUCTS) and comply with all applicable government-wide regulations regarding the cleaning of carpets.

Agreement Reached: 12/18/2018

Proposal #39: Management will adhere to applicable government-wide regulations regarding the use and types of vacuums.

Agreement Reached: 01/31/2019

Proposal #40: As defined in the Lease, painting will be done during non-work hours.

Agreement Reached: 12/18/2018

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Proposal #41: Management will adhere to the Lease (section 6.08 SELECTION OF CLEANING PRODUCTS) and comply with all applicable government-wide regulations regarding the cleaning of carpets.

Agreement Reached: 12/18/2018

Proposal #42: Management will adhere to the Lease (Section 3.44 B LIGHTING LEVELS) and comply with all applicable government-wide regulations regarding lighting levels.

Agreement Reached: 12/18/2018

Proposal #43a and b: The better of warm-white LED bulbs or fluorescent bulbs shall be used in all work areas, including offices and conference rooms. All lighting in work areas will be placed on adjustable dimmer switches.

Management's Response #43a: This first sentence of this proposal language is nonnegotiable as it is covered-by agreement # 31.

Management's Counterproposal #43b: The last sentence: As it relates to adjustable, dimmer switches, management will provide adjustable lighting in conference rooms.

Proposal #44: Light bulbs will be replaced, as required.

Agreement Reached: 12/18/2018

Proposal #45: There shall be occupancy sensor-controlled lighting placed in bargaining unit individual private offices.

Agreement Reached: 12/18/2018

Proposal #46: All window offices or workspaces shall be equipped with adjustable window blinds.

Agreement Reached: 09/19/2018

Proposal #47: The Union will have access to all floor and suites with any bargaining unit employees, 24 hours a day, seven days a week.

Management's Response #47: This proposal is nonnegotiable because it violates management right to determine security protocols.

Proposal #48: The Employer shall provide access for authorized employees to their designated work areas at all times when the building is open.

Agreement Reached: 09/19/2018

Proposal #49: BUE private offices will be secured with a locking mechanism.

Agreement Reached: 09/19/2018

Proposal #50: In accordance with section 3.38 of the Lease between the Lessor and GSA, Management will ensure compliance with the restroom requirements. While management will propose to GSA the following modern updates: Automatic water controls and at least one large

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sink with the ability to control the temperature of the water, for all public restrooms, these changes can't be guaranteed. If GSA is successful, the Lease will be amended.

Agreement Reached: 09/19/2018

Proposal #51: Bathrooms will be equipped with hand paper towels dispensers which will dispense in a manner so that only the towel itself will be touched.

Agreement Reached: 08/29/2018

Proposal #52: Management will provide a print center within 100ft. of all BU employees. Within that center there will be 2 copier printers, a work surface, supplies and a system for shredding paper products.

Agreement Reached: 08/29/2018

Proposal #53: The Employer will provide faxing capabilities to each employee. If faxing is accomplished via a fax machine, the employer will provide a fax machine in each print center within 100 feet of all bargaining unit employees.

Agreement Reached: 08/29/2018

Proposal #54: The Employer will provide one shredder for every 12 employees on each floor. The shredders will be capable of shredding cardboard.

Management's Response #54: This proposal is nonnegotiable as it is covered by the agreement reached in proposal #52.

Proposal #55: Consistent with the Lessor's standards, an employee will have up to three coat hooks to be attached to a standard wood door. However, in the event there is a glass door for all offices, there will be hooks attached to furniture or a coat stand located in the office.

Agreement Reached: 09/19/2018

Proposal #56: As it relates to workstations and cubicles, the BUEs assigned to such will have lockable storage space for personal items.

Agreement Reached: 09/06/2018

Proposal #57: The Employer will provide physical mailboxes (inboxes) for all employees similar to the stackable ones currently provided at 1200 K Street, N.W. The mailboxes will be located in groups of mailboxes within 60 feet of employees' offices and workstations.

Counter proposal #57: The Agency will deliver mail to central stops located within each copy/print center on each floor for the adjacent Department/Organization.

Proposal #58: All employees will receive fully paid membership in the Fitness Center at the New Building.

Management's Response #58 Nonnegotiable, as written. Agencies may not use appropriated funds to pay the costs of medical or health care treatment for civilian

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government employees since such costs are considered personal to the employees; such is not considered a necessary expense. 64 Cop. Gen. 835 (1985)

Proposal #59: The Employer will ensure that there is a Fitness Center in the New Building that is at least twice as large and has at least twice the equipment and facilities as the Fitness Center at 1200 K Street, and will include at least 10 showers for men, 10 showers for women, and 60 lockers. The design, layout and floor plans as well as equipment and facilities must be and will be as negotiated by the Parties

Management's Response #59: This proposal is nonnegotiable because it is outside the scope of bargaining. The Fitness Center in the new building is an amenity of the building and a privately-owned entity and is also a tenant of the building. Management has no input or control over the property that the Fitness Center encumbers. Further, the Fitness Center is open to all tenants of the Building, not just PBGC employees. However, management will make recommendations to have sufficient showers and lockers.

~~**Proposal #60:** The Employer will ensure that there is a Child Care facility in the New Building that can accommodate at least 35 children of employees and at least five infant children of employees. The design, layout and floor plans as well as equipment and facilities must be and will be negotiated by the Parties.~~

~~**Management's Response #60:** As written, this proposal is nonnegotiable because it violates management's right to hire, assign work, determine the budget and organization. Further, this subject is covered by CBA, Article 5.~~

Withdrawn: 03/15/2019

Proposal #61: Management will provide a Nurse's office/Health Unit comparable to which is provided in current building.

Agreement Reached: 09/06/2018

Proposal #62: Management will provide an appropriate secure space for lactation in accordance with applicable laws and regulations, to include OPM and GSA. This designated area will be approximately 120 square feet, and it will not be within the nurse's unit. This area will be furnished with a chair, table, refrigerator, sink, necessary electrical outlets, and appropriate lighting.

Agreement Reached: 09/06/2018

Proposal #63: The Employer will ensure that there is an onsite cafeteria of at least 2,400 square feet. The design, layout and furnishing as well as the service provider and operator and menus must be and will be negotiated by the Parties. The Parties will renegotiate the service provider, operator and menu once a year. The Parties will jointly survey employees at least once a year concerning the acceptability of food service and suggestions for improvement. Responses to surveys will be voluntary. Unless otherwise prohibited by law, the Employer will provide a subsidy so that employees who purchase breakfast or lunch at the cafeteria receive a 25% discount.

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Management's Response #63: As written, this proposal is nonnegotiable because it violates management's right to hire, assign work and determine the budget. Further, it is in violation of Comptroller General Rules. (See Principles of Federal Appropriations Law: Chapter, Availability of Appropriations: Purpose, Fourth Edition, 2017, revision) <https://www.gao.gov/products/GAO-17-797SP>

~~**Proposal #64:** Each workday the Employer will solicit and take orders from employees for meals for lunch from restaurants, meal providers and caterers negotiated by the Parties. The Employer will pay for all delivery charges. Orders must be in by 10:30 a.m. each day. Delivery must be by 12:00 noon.~~

Withdrawn: 10/24/2018

Proposal #65: Management will ensure that all lighting levels and maintenance are consistent with applicable codes for the type of space, including the elevators.

Agreement Reached: 09/06/2018

Proposal #66: For all employees who are moved to the New Building, the Employer will pack all equipment, supplies, files, books, decorations, and personal items identified by employees. The Employer will unpack these items at the New Building. Packing and unpacking will be in the presence of the employee. All personal items will be kept secure and safely handled to prevent damage and loss.

Management's Response #66: This proposal is nonnegotiable because it violates management's right to assign work.

Proposal #67: All BU employees relocated to the new building shall receive written notice at least 60 calendar days in advance of the move. Upon request, the Employer will provide moving (packing) assistance.

Agreement Reached: 09/06/2018

Proposal #68: Employees shall receive sufficient duty time to prepare for and carry out the move to the new location.

Agreement Reached: 09/19/2018

Proposal #69: The Employer shall take into account to the maximum extent feasible the duty time necessary for employees to carry out the move and relocation in assigning work and setting deadlines. The Employer also shall take into account to the maximum extent feasible the time during which an employee does not have access to a computer in assigning work and setting deadlines. More specifically, a work deadline falling between (a) the start of any packing or moving of an employee's assigned furniture, equipment, supplies or files, or photocopiers or other common equipment customarily used by that employee and (b) completion of their movement, positioning, and fully functional set up at the new location and establishment of a normal work environment (for example, without noise due to other move activity) shall be extended at least until after completion of fully functional set up, and establishment of the normal work environment, by the amount of time equal to the period from the start stated in (a) to that deadline.

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Management's Counterproposals #69: Employees shall receive sufficient duty time to prepare and carry out the move to the new location. Upon employee's request, management will consider making appropriate adjustments, including maximizing workplace flexibilities.

Proposal #70: In addition to and in conjunction with the immediately preceding proposal, employees may provide estimates of the amount of duty time needed in connection with the whole move process and may request adjustments of work assignments and deadlines. The Employer shall respond to the requests in writing. If the request is denied or not granted in full, the Employer shall provide the employee with a complete, written explanation and provide a copy to the Union.

Management's Counterproposal #70: Subsumed in Management's Counterproposals #69.

Proposal #71: In evaluating performance, assigning work, setting work priorities and setting work deadlines, the Employer will take into account worktime lost and all inconveniences, interruptions, distractions and stresses that arise from the process of moving and relocation to the New Building, and will take into account the considerations that arose under the two immediately preceding proposals

Management's Response #71: This proposal is nonnegotiable because it is outside the scope of bargaining and violates management's right to assign work.

Proposal #72: Telephone lines and computer hookups will be installed prior to occupancy

Management's Response #72: Non-negotiable as it interferes with management's right to assign and direct employees.

Proposal #73: Within workdays after the Parties' agreement becomes final, employees will receive two hours duty time to meet with the Union to discuss the terms of the Parties' agreement. Supervisors will approve duty time unless there is a valid work reason. The meetings with the Union will occur on as many as four dates chosen by the Union. The Employer will provide large conference rooms for the meetings.

Management's Response #73: This proposal is nonnegotiable as it is covered by Article 26, Section M, Union Consultation of the CBA which outlines when employees can be permitted to attend a meeting with the Union and for how long. Management does not agree with any provision that is contrary to the instructions provided in Article 26, Section 6, M (Union Consultations).

Proposal #74: In accordance with the ground rules, the union may supplement these proposals.
Agreement Reached: 09/19/2018 (See Attached)

Proposal #75: Agreement is subject to ratification by the Union's members.

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Management's Response #75: This proposal is nonnegotiable; as written because it is covered by the CBA Ground Rules dated November 24, 2015.

Proposal #76: Article 35 CBA – Offices

Withdrawn: 02/04/2019