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June 18, 2019

Mr. Chris Grondalski
Labor Relations Officer
Personnel and Labor Solutions (PALS), HRD, AFM, ARS, USDA
5601 Sunnyside Avenue
Mail Stop 5102 Building 3-1194-GWCC
Beltsville, MD 20705-5102

Dear Mr. Grondalski:

AFGE Local 3403 hereby demands to bargain, to the fullest extent allowed by the law, on the proposed relocation of those bargaining unit employees among the 253 ERS employees slated to be relocated to the Kansas City area.

Management provided notice of the relocation on June 13, 2019 (only to employees) concerning the employer's notice that it desired to implement this change in conditions of employment but has not provided formal notice to the Union. However, AFGE Local 3403 hereby gives notice of its demand to bargain on the matter. The Union hereby proposes to have all bargaining relating to this subject conducted within the context of an agreed-upon ground rules and to have all implementation of the relocation be held in abeyance until ERS has fulfilled its collective bargaining obligations. This would include a freeze on all individual relocation decisions until after bargaining is completed.

Our proposals include but are not limited to that:

1. AFGE Local 3403 stewards and officers be granted official time to attend all the "small group sessions" regarding relocations plans.
2. ERS conduct a Civil Rights Impact Analysis for this move, focused on the impact on those ERS staff who have dedicated their lives to the agency but don't have college degrees and their ability to find work at the same pay they are making currently.
3. Employees with a hardship reason for wishing to retain a "stay" position and not be relocated shall be entitled to have their case for a hardship exemption related to disability, family circumstances, etc., be heard directly by Administrator Liebttag.



4. Employees who choose to relocate will be notified in writing that:
 - a. they may change their decision any time before September 27, 2019,
 - b. An employee who is removed by adverse action for declining geographic relocation is eligible for the benefits that are available to a displaced employee separated by reduction in force (e.g., intra- and interagency hiring priority, severance pay, discontinued service retirement, etc.).
 - c. Those employees electing to relocate will receive a notice that will indicate that "Relocation expenses will be paid,"
 - d. Upon request all relocating employees will be detailed to the National Capital Region for 90 days after their relocation date.
 - e. The notice will also indicate that those employees dissatisfied with ERS reimbursement decisions may appeal to the GSA Civilian Board of Contract Appeals.
5. All employees who do not agree to relocate be granted priority consideration for a period of two years for any and all REE Missions Area posted vacancies for which they are qualified, including all ERS positions.
6. All employees who do agree to relocation be granted, upon request, shall be granted one year of remote telework to be accomplished from any location in the United States, and the employee's official worksite shall be the location of the employee's telework site, which may be extended indefinitely.
7. ERS furnish the Union with a copy of all travel authorizations and service agreement signed by the employee prior to incurring relocation expenses
8. ERS agree that, per Chapter 57, that these expenses shall be paid for all relocating employees:
 - a. roundtrip transportation for a house hunting trip (not to exceed 10 days) for an employee and/or spouse,
 - b. transportation of the employee or employee and family to the new worksite,
 - c. the actual subsistence expenses of the immediate family of the employee for *en route* travel between the employee's old and new official stations.
 - d. The actual subsistence expenses of the employee and the employee's immediate family for a period of up to 60 days while the employee or family is occupying temporary quarters
 - e. shipment of household goods (HHG),
 - f. temporary storage of HHG,
 - g. real estate expenses incurred in home sales and purchases,
 - h. home marketing incentive,
 - i. property management expenses in lieu of a home sale,
 - j. shipment of a privately-owned vehicle,
 - k. temporary quarters subsistence, and

9. That in addition to payment of relocation expenses, that ERS provide all employees agreeing to relocate as a relocation incentive a payment of 25% of basic pay.
10. That ERS supply a like and comparable office space to the existing space in Washington for all ERS employees agreeing to relocate, or, in the alternative, that all 100 seats for ERS employees at the relocation site be reserved for bargaining unit employees.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Winch". The signature is written in a cursive, flowing style with a large initial "P" and "W".

Peter Winch
Special Asst. to the NVP