



OPM Human
Resources

UNITED STATES OFFICE OF PERSONNEL MANAGEMENT
Washington, DC 20415

MEMORANDUM FOR MARLO BRYANT-CUNNINGHAM
President, AFGE Local 32

FROM: ANNE MORTENSEN
Employee and Labor Relations Manager
OPM Human Resources

DATE: July 31, 2020

SUBJECT: Agency Response to Local 32 Demand to Bargain on the
Reorganization of OCIO Federal Data Solutions, Office of
Strategy and Innovation, and HR Line of Business

I am writing in response to the Union's July 28, 2020 demand to bargain over the reorganization and submission of proposals. For the reasons previously explained and discussed again below, the Agency does not agree to engage in bargaining over the reorganization.

As an initial matter and as explained in the Agency's July 24, 2020 notification, procedures relating to reorganizations are covered by the CBA and therefore not subject to bargaining.

Further, as also explained in its July 24, 2020 notification to Local 32, the reorganization will not result in a change to conditions of employment for bargaining unit employees and to the extent which there are such changes, they will be *de minimis*.

Changes in organizational affiliation and supervisory structure alone do not constitute changes to conditions of employment for the purpose of generating a duty to bargain. Likewise, individual supervisory decisions relating to subjects such as work assignments, work schedules, and telework are not subject to bargaining and are not proper subjects for union involvement.

If there are future changes that require notice and an opportunity to bargain, the Agency will, as stated in its July 24, 2020 notification, follow the CBA, applicable agreements between the parties, and the federal labor statute. As explained, for example, if employees are reassigned to new duties – as distinguished from simply given new assignments that fall under their current standards and PD – the Agency will provide notice to the extent required by law and the CBA.

Similarly, the Agency would again reiterate that when employees return to the workplace, to the

extent that space re-configuration is necessary, the Agency will provide appropriate notice in a timely manner.

Notwithstanding that the Agency has no duty to bargain, as a courtesy, the Agency will respond generally to the Union's proposals. As a general matter, the proposals raise questions that are appropriately discussed between employees and first-line supervisors and have thus been forwarded to the management team for its information. Supervisors are prepared to discuss individual employees' questions relating to subjects raised such as reporting and work schedules. Many of the items listed in the proposals are not in fact proposals but instead requests for information. The Agency provided the information required by Article 33 of the CBA in its July 24, 2020 notification. If the Union seeks additional information, it should file a request pursuant to 5 U.S.C. 7114(b)(4). Please also understand that proposals relating to subjects such as PDs, performance appraisals, telework, and work schedules, even if the parties were engaged in bargaining, would not be negotiable because they are covered by other articles of the CBA.

For purposes of clarification, the Union asserted in its Demand to Bargain that Kenneth Simons was not included in the notice. Please note that Mr. Simon and his position is listed in both Exhibit 1 and Exhibit 2. Finally, Ms. Wilson has been continuously assigned to IT Strategy and Policy since March 2015. Therefore, she is not affected by this reorganization.