



UNITED STATES OF AMERICA  
**FEDERAL LABOR RELATIONS AUTHORITY**  
**CHARGE AGAINST AN AGENCY**

**FOR FLRA USE ONLY**

Case No.

Date Filed

Complete instructions are on the back of this form.

**1. Charged Activity or Agency**

Name: U.S. Department of HUD  
 Address: 451 7th Street, SW  
 Washington, DC 20202  
 Tel.#: (202) 708-1492 Ext.  
 Fax#: (202) 708-2155

**2. Charging Party (Labor Organization or Individual)**

Name: AFGE Council of HUD Locals 222  
 Address: 451 7th Street, SW  
 Washington DC 20202  
 Tel.#: ( ) Ext.  
 Fax#: ( )

**3. Charged Activity or Agency Contact Information**

Name: Alponso Jackson and Joann Robins  
 Title: Secretary of HUD and LR Rep.  
 Address: 451 7th Street, SW  
 Tel.#: (202) 708-1492 Ext.  
 Fax#: (202) 708-2155

**4. Charging Party Contact Information**

Name: Timothy Oravec  
 Title: Chief Negotiator  
 Address: 51 Corporate Circle  
 Albany, NY 12209  
 Tel.#: (518) 464-4200 Ext. 4250  
 Fax#: (518) 464-4200

5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and 7116(A)(5)

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

On August 9, 2005, negotiations began at 10 a.m. at the Department of Housing and Urban Development located at 451 7th Street SW, Washington DC room 2155. A demand to bargain containing preliminary proposals was submitted on April 8, 2005, by Lisa A. Lowery, Co-Chair, AFGE Council of HUD Locals 222 Mid-term Bargaining team. A proposal was submitted stating: "Space Allocations: Workstations occupied by non-supervisory employees in Headquarters and the Field will have a minimum of 64 square feet. Additional space will be provided for the required equipment necessary to perform his/her duties. Actual allocations will be determined by local negotiations." A discussion between the management (Joann Robinson, David Palladino, Patricia Shack, and Mike Lynn) and union (Timothy Oravec, Antonio Watts, Darlene Barr-Taylor and Lisa A. Lowery) teams occurred at approximately 10 a.m. regarding the preliminary proposal submitted in the demand to bargain. It was stated by David Palladino that the management team did not have a problem with the 64 square foot change in fact he thought it was reasonable. He requested that Joann Robinson inquire as to the types of changes that could be made to the draft chapter without requiring clearance. It was determined that no changes could be made to the draft chapter, thus all necessary corrections must be contained within the Supplement 69. Additional discussion took place regarding the need for additional space and it was determined to make this a separate proposal. The Union would make a change regarding the title of the proposal, the terminology used in the first and last sentence. This change was to accommodate managements desire to use the term guideline and their concern regarding the need to make any possible adjustments to the established guideline due to building configuration, etc. The proposed language was discussed and verbally agreed upon. The Union team did not receive enough copies of the draft chapter. Mr. Palladino gave his copy of the draft to be copied. He had struck out the size 56 and written in the size 64. It was also stated that 64 square feet is the current size of workstations currently being replaced or added.

At approximately 3:30 p.m., the Union submitted a revised Union 1 containing a proposal stating: "Non-Supervisory workstations: The guideline for the size of an individual non-supervisory employee workstation shall be 64 square feet. Adjustments to this guideline may be made via local negotiations." There was no additional discussion regarding this proposal.

Union submitted proposal Union 1-A at 11:15 a.m. on August 10, 2005. This also contained the above stated language with no comments from Management. Management submitted their first counters at 2 p.m. on August 10, 2005. They proposed the language: "Employee workstations: The guideline for the size of an employee's workstation shall be approximately 64 56 square feet." 56 was in bold. The Union asked about the change and it was stated by Mr. Palladino that while 64 square feet is the usual policy that due to GSA possibly not providing sufficient space for that size workstation, he thought it best to have the 56 stated but that 64 would be used if possible. The Union stated that the second sentence addressed this issue. It was stated by Mr. Lynn that management had reneged on their previous agreement.

See the attached

7. Have you or anyone else raised this matter in any other procedure?  No  Yes If yes, where? [see reverse]

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box]  Fax  1st Class Mail  In Person

Commercial Delivery  Certified Mail

*Copy (TIMOTHY ORAVEC)*  
 Type or Print Your Name

*(Original Signed)*  
*Timothy Oravec*  
 Your Signature

*8/12/05*  
 Date

The members of the Management negotiation team stated that while they are agreeable to the Union proposal, the powers that be have instructed them not to negotiate the 56 square feet requirement. One of the biggest employee concerns regarding space is size. Management has never put size on the table as a negotiable item. It has been stated that while size is a negotiable subject, Management refuses to negotiate.