



UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY

OALJ 22-11

Office of Administrative Law Judges
WASHINGTON, D.C. 20424

NATIONAL LABOR RELATIONS BOARD
WASHINGTON, DC

RESPONDENT

AND

NATIONAL LABOR RELATIONS BOARD
UNION, LOCAL 4

CHARGING PARTY

Case Nos. BN-CA-17-0303
BN-CA-17-0337

William Kirsner
Flor Garay
For the General Counsel

Sarah C. Blackadar
For the Respondent

Deena E. Kobell
Lisabeth A. Luther

For the Charging Party

Before: RICHARD A. PEARSON
Administrative Law Judge

DECISION

After initially denying that it unlawfully refused to provide information to the Union relating to the Agency's office relocation, the Respondent amended its answer to the complaint and admitted all of the material allegations against it. Since there were no longer

any disputes of any material facts, a hearing was unnecessary and was cancelled. The only disputes still remaining concern the appropriate remedy for the Respondent's unfair labor practice.

STATEMENT OF THE CASE

This is an unfair labor practice (ULP) proceeding under the Federal Service Labor-Management Relations Statute, Chapter 71 of Title 5 of the U.S. Code, 5 U.S.C. §§ 7101-7135 (the Statute), and the Rules and Regulations of the Federal Labor Relations Authority (the Authority or FLRA), 5 C.F.R. part 2423.

The National Labor Relations Board Union, Local 4 (the Union), filed two unfair labor practice (ULP) charges against the National Labor Relations Board (the Agency or Respondent), the first on June 27, 2017, and the second on July 20, 2017. GC Complaint at ¶ 1; Resp. Amended Answer. The Union amended both charges on October 23, 2017. Complaint at ¶ 2-3. After investigating the charges, the Regional Director of the FLRA's Washington Region consolidated the cases and issued a Complaint and Notice of Hearing (the Complaint) on February 23, 2022, on behalf of the FLRA's Acting General Counsel (GC). The Complaint alleges that the Agency violated § 7116(a)(1), (5), and (8) of the Statute by refusing to furnish the Union with eleven items of information requested by the Union relating to the Agency's proposed relocation of its Philadelphia Regional Office. *Id.* at ¶ 9, 10, 19, 20. A hearing was scheduled for May 24, 2022. The Respondent filed its Answer to the Complaint (the Answer) on March 25, 2022, denying many of the factual allegations of the Complaint and denying that it violated the Statute. On April 8, 2022, the General Counsel moved to amend its complaint (the Amended Complaint), and that motion was granted on April 22, 2022. On May 3, 2022, the Agency filed an Amended Answer, in which it stated:

The Agency admits and stipulates to the facts as asserted in the Consolidated Complaint as amended, in Counts #1-#17.

Counts #18-#20 contain legal conclusions rather than factual assertions, but the Agency does not dispute any factual assertions contained in the Consolidated Complaint and the Amended Complaint underlying the legal conclusions contained in these counts.

Along with its Amended Answer, the Respondent filed a Motion for a Decision Without a Hearing, asserting that because it had admitted all factual allegations, a hearing was not necessary. At a conference call conducted with the parties on May 6, 2022, the General Counsel and the Union agreed that a hearing is not needed, and a schedule was established for the parties to submit their positions regarding an appropriate remedy for the admitted unfair labor practice. On that date I also issued an order cancelling the hearing. Order Cancelling Hearing. Subsequently, the parties submitted briefs and supporting evidence regarding a remedy, and the record was closed on May 24, 2022.

I have thoroughly considered all the evidence and briefs, and based on the entire record, I make the following findings of fact, conclusions of law, and recommendations.

FINDINGS OF FACT

The Respondent is an agency within the meaning of § 7103(a)(3) of the Statute. Complaint ¶ 5. The National Labor Relations Board Union is a labor organization within the meaning of § 7103(a)(4) of the Statute and is the exclusive representative of a bargaining unit of the Respondent's employees; the Union is an agent of the National Labor Relations Board Union for the purpose of representing employees in the Respondent's Philadelphia Regional Office, also known as Region 4. *Id.* at ¶ 6, 7.

The Agency's lease for its offices in Philadelphia was set to expire in October of 2018. Ex. H of GC's Submission on Remedy (GC Brief) at 30. Starting as early as 2016, Agency officials began discussions regarding its needs and options concerning a new lease, a process that also involved officials at the General Services Administration. In early 2017, the Union filed one or more grievances complaining that it had been excluded from these discussions, which it alleged violated provisions of the parties' collective bargaining agreement requiring consultation with the Union. *Id.* at 23-26. And in conjunction with those grievances, the Union requested documents and information from the Agency regarding the entire space allocation process. Ex. C of Charging Party Motion on Remedy (Union Brief). Although the Agency provided the Union with some of the information requested, other documents were denied. The parties ultimately arbitrated the Union's grievance relating to the inadequate consultations, and an arbitration award was issued on November 9, 2017. Ex. H of GC Brief. Negotiations between the Agency and the Union regarding the selection and design of the office space continued until the Philadelphia Region moved into its new offices near the end of 2018. Agency Filing on Remedy (Resp. Brief) at 4.

While the office space itself was located in Philadelphia, many of the arrangements regarding the leasing process were coordinated at the Agency's headquarters in Washington, DC. While communications from the Agency to the Union regarding the process sometimes originated with the Philadelphia Regional Director, most communications regarding the specific physical aspects of the office layout and logistical arrangements for the lease came from either the Facilities and Property Branch or the Division of Operations Management in Washington, and the Agency's responses to the Union's requests for information were drafted by the Agency's Office of Special Counsel in Washington, which reports directly to the Agency's Deputy General Counsel and General Counsel in Washington. *See* multiple exhibits attached to both the GC Brief and the Union Brief. Indeed, early in the leasing process the Regional Director instructed the Union to direct its questions regarding the process to Special Counsel Harry Jones, and subsequent communications generally flowed directly between the Union and the various Special Counsels in Washington. Additionally, some of the correspondence relating to the arbitration of the Union's grievance regarding the lease

negotiations copied then-Deputy General Counsel Jennifer Abruzzo, who is now the Respondent's General Counsel. Ex. D of Union Brief.

The Union submitted its first request for information on February 1, 2017, to Regional Director Dennis Walsh. That request sought a wide range of documents, but the current dispute focuses on these four items:

All documents and information that is being used or relied upon by the Agency to make decisions about the allocation of office space, the procurement process, or the relocation of Region Four's office.

All calculations or projections, whether by the Agency, GSA, or a realtor, regarding the anticipated cost of a continuing lease or lease renewal for the Regional Office at its current location, including all costs for reduction or modification of the existing space, and any "build out costs."

The basis for Facilities' claim that the bathrooms, ceilings, lighting, or any other aspect of the currently configured Region Four space does not meet GSA's standards, and that the offices would have to be "taken down to the studs," or "gutted." This includes information on why any such deficiencies would not be "grandfathered."

All calculations or projections of "build out costs" for each of the other buildings for which RFPs are being solicited by Facilities and GSA, including moving costs in their entirety (i.e. cost of packing, moving, procuring new furniture and equipment and reinstalling it in the new space, new phone lines and internet, new business cards, and time during which the Region would not be operating and serving the public because it is packing and moving, etc.)

Complaint, ¶ 9.

On June 27, 2017, the Union submitted another request for information.¹ While this request also sought a wide range of documents, the current dispute focuses on the following:

All documents reflecting GSA and/or the Agency's decision-making process in awarding Region 4's lease.

All lease documents associated with Region 4's proposed move to 100 Penn Square East (Wanamaker Building) including but not limited to signed or unsigned lease documents, floor plans, price per square foot, and documents reflecting any other expenses associated with the space at the Wanamaker Building.

¹ The Complaint alleged that this request was submitted on July 27, 2017, but the Amended Complaint corrected this to June 27, 2017.

The Agency's plan to provide Region 4 employees with a safe and secure space in the Wanamaker Building, including but not limited to what security measures it plans to provide and how the security measures will be implemented.

Information about the location of any asbestos or asbestos-containing material in the Wanamaker Building, whether or not it is encapsulated, including the location, amount, type, remediation or abatement and date; and the date and results of any air quality testing.

Documents showing whether the anticipated leased area(s) in the Wanamaker Building are serviced by a single ventilation system with other areas of the building, and if so, those showing the certified plans that meet applicable government and industry guidelines for reconfigured space where substantial alterations are made to the HVAC system, consistent with requirements set forth in Article 23, Section 13 of the collective bargaining agreement.

The security level for the space requirement set by the Agency and the Federal Protective Service, set forth in a Realty Services Letter or other documents for incorporation into the Solicitation for Offers in the requirements development phase, consistent with Interagency Security Committee Standards.

The Agency's Interagency Security Committee Risk Management Process, including but not limited to, Facility Security Level (FSL) determination, FSL Matrix, FSL determination factors considered, risk assessment methodology, any intangible adjustments, additional considerations, baseline Level of Protection (LOP), highest achievable LOP, any risk acceptance, and countermeasures taken or anticipated.

Since July 20, 2017, the Agency, by Special Counsels Harry Jones and Elizabeth Bach, has refused to provide the information listed above. Amended Answer.

POSITIONS OF THE PARTIES

General Counsel

The General Counsel requests that the Respondent's General Counsel be required to sign a notice, sent to all Region 4 bargaining unit employees, and to furnish the Union with all of the information cited in the Complaint.

Citing *Dep't of Transp., FAA*, 53 FLRA 312, 322 (1997), the GC says that the Authority typically requires the highest official of the activity responsible for the ULP to sign the notice to employees. Both the GC and the Union insist that in this case, the Respondent's national office was directly involved in the unlawful denials of the information requests. The director of Region 4 had advised the Union at the outset of the relocation process to direct information requests and other communications to the Special Counsel's office, and those special counsels were under the direct control of the General Counsel. GC Brief at 3; Union Brief at 2. The GC and Union further note that Ms. Abruzzo, who was at the time Deputy

General Counsel, was copied on much of the correspondence relating to the grievances concerning the office relocation and the information requests. While headquarters officials in the Facilities Branch and Operations Division were also involved in the logistical aspects of the lease and relocation, the actual unlawful conduct was committed by the Special Counsel's office and under the oversight of the General Counsel; therefore, the GC insists that the NLRB's General Counsel is the appropriate official to sign the notice.

Both the GC and the Union also assert that the Respondent should be required to furnish the information that it has unlawfully denied. Although Region 4 moved into its new offices at the end of 2018, the Union asserts that it still needs the requested information, as much of it relates to security, asbestos, and air quality issues in the new building. Union Brief at 6.

Charging Party

In addition to the remedies described above, the Union urges that the Respondent's "egregious conduct" in this case requires the implementation of "innovative remedies," in order "to rebuild . . . trust in the Agency" and "de-escalate lingering tensions." Union Brief at 6-7. The Union notes that the NLRB, which performs a similar role in private sector labor relations to that of the FLRA in the federal sector, has itself announced a policy of seeking "the full panoply of remedies available to ensure that victims of unlawful conduct are made whole for losses suffered as a result of unfair labor practices." Office of the General Counsel Memorandum GC 21-06, September 8, 2021, Ex. I of Union Brief. The Union believes the doctor should take some of her own medicine.

In furtherance of the objectives advocated by the NLRB in its regulatory capacity, as well as the remedial objectives cited in FLRA case law, the Union argues that the Respondent should be required to issue a letter of apology to employees; that its supervisors, managers, and special counsels should be required to attend outside training on how to properly respond to information requests; and that the notice to employees should be posted nationwide, for 90 rather than 60 days. Union Brief at 7.

Union officials reiterate the role that the Agency's special counsels, overseen directly by the Deputy General Counsel and General Counsel, played in denying the Union's information requests in 2017. Union Brief at 3. Accordingly, the Union views a notice to employees signed by the Regional Director or officials in the Facilities Branch or Operations Division as inadequate to properly demonstrate the Respondent's intent to cease and desist its unlawful conduct; *see U.S. Dep't of Veterans Affairs*, 56 FLRA 696, 699 (2000). Furthermore, the involvement of the national office in the unlawful conduct, and the relevance of the Region 4 office relocation to a variety of other NLRB office lease renewals and relocations around the country support the need for a nationwide posting of the notice. *U.S. Dep't of Homeland Sec., U.S. Customs & Border Prot., Swanton, Vt.*, 65 FLRA 1023, 1030 (2011).

Respondent

The Respondent submits that the Authority's traditional unfair labor practice remedies are adequate to address the improper denial of information. It asserts that the notice to employees should be signed by either the Regional Director or the Assistant General Counsel for Operations Management, not the General Counsel. The former two officials were the primary managers responsible for the relocation of the office in this case, and while the Special Counsel's office advised the managers regarding the information requests, the managers retained ultimate responsibility for the process. Resp. Brief at 2-3.

The Respondent further asserts that it should not be required to furnish the information cited in the Complaint, as that information is no longer needed by the Union. *Id.* at 3-4. Region 4 moved into its new building almost four years ago; the Union's grievance over the relocation was decided in 2017; and the information sought in 2017 is no longer relevant to any legitimate representational duty of the Union. In support of this argument, the Respondent cites *Veterans Admin., Wash., D.C.*, 28 FLRA 260, 267 (1987), where the Authority found that it would not effectuate the purposes and policies of the Statute to require the production of information relating to a grievance, since the grievance had been withdrawn.

ANALYSIS AND CONCLUSIONS

In light of the Respondent's Amended Answer, it has now admitted all of the factual allegations of the Complaint, as amended. I will highlight those allegations that are most important in concluding that the Respondent violated the Statute.

The Union submitted its first information request on February 1, 2017, seeking documents and other information relating to the possible lease renewal or relocation of the offices of NLRB Region 4, the Agency's space requirements, and the estimated costs of renovating the existing space or alternatively moving to a new location. Although the Agency provided the Union with some of the requested information, on March 10, 2017, it refused (through Special Counsel Harry Jones) to furnish the Union with the information described in Paragraph 9 of the Complaint. By June 27, 2017, when the Union submitted a second information request, the Agency had already decided to move its Region 4 offices to a new location, and the Union sought information relating to that decision-making process, as well as lease information, details regarding floor space, and information about whether the new offices will meet industry and government requirements for safety and security. Again, the Agency furnished some information but refused (through Special Counsel Elizabeth Bach) to provide the information described in Paragraph 10 of the Complaint, and it has continued to refuse to provide this information.

The information described in Paragraphs 9 and 10 of the Complaint is normally maintained by the Agency in the regular course of business; it is reasonably available; and it is necessary for full and proper discussion, understanding, and negotiation of subjects within

the scope of bargaining. With regard to this latter point, the record establishes that the requested information was directly relevant to the Union's interest in negotiating arrangements for the space in which its members worked, in assuring that the location chosen by the Agency for its lease would be most appropriate for bargaining unit employees and that the offices would be safe and secure – all of which are negotiable subjects of bargaining. Accordingly, the Union demonstrated a particularized need for the information described in Paragraphs 9 and 10 of the Complaint. By refusing to furnish this information, the Agency violated its obligations under Section 7114(b)(4) of the Statute and committed an unfair labor practice, in violation of Section 7116(a)(1), (5), and (8) of the Statute.

As for the appropriate remedy for this conduct, I conclude that the Respondent should be ordered to cease and desist its unlawful conduct; to furnish the information described in the Complaint; and to issue a notice to employees, signed by the General Counsel and distributed to all bargaining unit employees nationwide, as well as to supervisors and managers in the Respondent's Washington, DC headquarters. I do not believe that other, nontraditional remedies are necessary or appropriate.

I find that the NLRB's General Counsel is the appropriate person to sign the notice to employees on behalf of the Respondent. While the office relocation in this case involved the Agency's Philadelphia region, the unlawful refusals to furnish information concerning the relocation were communicated to the Union by the Agency's Special Counsel office at its Washington headquarters. Although the Respondent asserts that the Special Counsels simply advised the operational managers who retained decision-making authority on all aspects of the relocation, the evidence in the record demonstrates that the Special Counsels served as the primary point of contact for the Union in its efforts to bargain over the relocation. Indeed, since they report directly to the General Counsel, they effectively communicated to the Union the views of the General Counsel as well as the views of lower-level managers. Consistent with FLRA precedent, the notice to employees should be signed by the highest official of the activity responsible for the unlawful conduct, which in this case is the General Counsel. *U.S. Dep't of Veterans Affairs*, 56 FLRA 696, 699 (2000) (*VA*).

Similar considerations dictate that the notice to employees should be distributed nationwide, rather than simply to employees in Region 4. The relocation of the Philadelphia office was an operation involving officials at both the regional and national levels, and headquarters officials played a leading role in coordinating the project, including negotiating with the Union and responding to information requests. Moreover, many aspects of the relocation were, and continue to be, of interest and import to employees in other regions. Not least of these issues are the safety and security of the building and offices, both during the moving process and afterward. The record establishes that the Respondent and Union have a number of ongoing office relocations, and it will effectuate the policies of the Statute, including the deterrence of future misconduct, for the Respondent's General Counsel to communicate to the entire bargaining unit her commitment to her agency's obligation to

furnish the Union with such information, upon a showing of particularized need. *See SSA, Balt., Md.*, 60 FLRA 674, 682 (2005); *VA*, 56 FLRA at 699; *see generally, F.E. Warren AFB, Cheyenne, Wyo.*, 52 FLRA 149, 162 (1996).

I also find that the notice to employees should be distributed to supervisors and managers at the Respondent's headquarters in Washington, but not to supervisors and managers outside Washington. The Authority has, in appropriate cases, required such direct notification to supervisors and managers. *See VA*, 56 FLRA at 699; *U.S. Penitentiary, Florence, Colo.*, 53 FLRA 1393, 1394 (1996). Officials in at least three divisions of the Respondent's headquarters were involved directly in the events of this case; accordingly, they and their colleagues should be made aware of the resolution of this case. There is no evidence, however, that managers outside Washington, other than the director of Region 4, were involved.

When an agency unlawfully refuses to furnish information required under Section 7114(b)(4), it follows directly that it should be required to provide that information – however belatedly – to the union. Since this is the traditional remedy for 7114(b)(4) violations, the Respondent must show that this does not effectuate the purposes and policies of the Statute. There may be situations, as in *Veterans Administration, Wash., D.C.*, 28 FLRA 260, 267 (1987), in which the requested information is no longer needed by a union, but the Respondent has not demonstrated that is true here. Although Region 4 long ago relocated to its new offices, the Union asserts that it still needs much, if not all, of the information described in the Complaint. Some of this information relates to safety and security issues in the new offices, which allegedly continue to concern and affect bargaining unit employees and their current working conditions. Accordingly, the information cannot be considered moot or irrelevant. If there are items that no longer affect the bargaining unit, these issues can be addressed during the compliance stage of this case.

I do not, however, find that the record supports the other nontraditional remedies sought by the Union. The Union points to no case precedent for requiring letters of apology or that supervisors and managers attend outside training on how to respond to information requests; instead it points to a policy memo issued in 2021 by the NLRB General Counsel advocating new and alternative remedies for unfair labor practices committed by private sector employers and unions. I do not find that policy memo particularly relevant or applicable to the instant case. As its title suggests, the memo is general in nature, and the types of ULPs that are addressed in the memo do not match the specific facts of our case. Furthermore, I disagree with the Union's characterization of the Agency's violations as "egregious" or "serious recidivist conduct," or more particularly that the refusals to furnish the information sought here justify additional remedies. *See Resp. Brief at 1, 7.* Thus, while the Authority has indicated that it will consider nontraditional remedies when a respondent has engaged in a pattern of ULPs, but it did not consider one prior finding of unlawful conduct to constitute a pattern. *U.S. Dep't of Justice, INS W. Reg'l Office Labor Mgmt.*

Relations, Laguna Niguel, Cal., 58 FLRA 656, 661 (2003). I believe that the remedies I have recommended are adequate to redress the wrongs committed by the Respondent's conduct.

Accordingly, I recommend that the Authority adopt the following Order:

ORDER

Pursuant to § 2423.41 of the Rules and Regulations of the Authority and § 7118 of the Statute, it is hereby ordered that the National Labor Relations Board (the Agency) shall:

1. Cease and desist from:
 - (a) Refusing to furnish the National Labor Relations Board Union, Local 4 (the Union) with the following information requested by the Union on February 1, 2017, and June 27, 2017:
 1. All documents and information that is being used or relied upon by the Agency to make decisions about the allocation of office space, the procurement process, or the relocation of Region Four's office.
 2. All calculations or projections, whether by the Agency, GSA, or a realtor, regarding the anticipated cost of a continuing lease or lease renewal for the Regional Office at its current location, including all costs for reduction or modification of the existing space, and any "build out costs."
 3. The basis for Facilities' claim that the bathrooms, ceilings, lighting, or any other aspect of the currently configured Region Four space does not meet GSA's standards, and that the offices would have to be "taken down to the studs," or "guttled." This includes information on why any such deficiencies would not be "grandfathered."
 4. All calculations or projections of "build out costs" for each of the other buildings for which RFPs are being solicited by Facilities and GSA, including moving costs in their entirety (i.e. cost of packing, moving, procuring new furniture and equipment and reinstalling it in the new space, new phone lines and internet, new business cards, and time during which the Region would not be operating and serving the public because it is packing and moving, etc.)
 5. All documents reflecting GSA and/or the Agency's decision-making process in awarding Region 4's lease.
 6. All lease documents associated with Region 4's proposed move to 100 Penn Square East (Wanamaker Building) including but not limited to signed or unsigned lease documents, floor plans, price per square foot,

and documents reflecting any other expenses associated with the space at the Wanamaker Building.

7. The Agency's plan to provide Region 4 employees with a safe and secure space in the Wanamaker Building, including but not limited to what security measures it plans to provide and how the security measures will be implemented.
 8. Information about the location of any asbestos or asbestos-containing material in the Wanamaker Building, whether or not it is encapsulated, including the location, amount, type, remediation or abatement and date; and the date and results of any air quality testing.
 9. Documents showing whether the anticipated leased area(s) in the Wanamaker Building are serviced by a single ventilation system with other areas of the building, and if so, those showing the certified plans that meet applicable government and industry guidelines for reconfigured space where substantial alterations are made to the HVAC system, consistent with requirements set forth in Article 23, Section 13 of the collective bargaining agreement.
 10. The security level for the space requirement set by the Agency and the Federal Protective Service, set forth in a Realty Services Letter or other documents for incorporation into the Solicitation for Offers in the requirements development phase, consistent with Interagency Security Committee Standards.
 11. The Agency's Interagency Security Committee Risk Management Process, including but not limited to, Facility Security Level (FSL) determination, FSL Matrix, FSL determination factors considered, risk assessment methodology, any intangible adjustments, additional considerations, baseline Level of Protection (LOP), highest achievable LOP, any risk acceptance, and countermeasures taken or anticipated.
- (b) In any like or related manner, interfering with, restraining, or coercing employees in the exercise of the rights assured them by the Statute.
2. Take the following affirmative action in order to effectuate the purposes and policies of the Statute:
 - (a) Furnish the Union with all of the information described in Paragraph 1(a) above.
 - (b) Post at all offices of the National Labor Relations Board copies of the attached Notice on forms to be furnished by the Federal Labor Relations Authority. Upon receipt of such forms, they shall be signed by the General Counsel of the National Labor Relations Board, and shall be posted and maintained for 60 consecutive days thereafter, in conspicuous places, including all

bulletin boards and other places where notices to employees are customarily posted, nationwide. Reasonable steps shall be taken to ensure that such Notices are not altered, defaced, or covered by any other material. In addition to physical posting of paper notices, the Notice shall be distributed electronically, such as by email, posting on an intranet or Internet site, or other electronic means, to all bargaining unit employees of the Union and to all supervisors and managers in the Agency's Washington, DC headquarters.

(c) Pursuant to § 2423.41(e) of the Authority's Regulations, notify the Regional Director of the Washington Regional Office of the Federal Labor Relations Authority in writing, within thirty (30) days from the date of this Order, as to what steps have been taken to comply.

Issued, Washington, D.C., August 10, 2022

Richard A. Pearson

RICHARD A. PEARSON
Administrative Law Judge

**NOTICE TO ALL EMPLOYEES
POSTED BY ORDER OF THE
FEDERAL LABOR RELATIONS AUTHORITY**

The Federal Labor Relations Authority has found that the National Labor Relations Board violated the Federal Service Labor-Management Relations Statute (the Statute), and has ordered us to post and abide by this notice:

WE HEREBY NOTIFY EMPLOYEES THAT:

WE WILL furnish the National Labor Relations Board Union, Local 4 (the Union) the following information, requested by the Union on February 1, 2017, and June 27, 2017:

1. All documents and information that is being used or relied upon by the Agency to make decisions about the allocation of office space, the procurement process, or the relocation of Region Four's office.
2. All calculations or projections, whether by the Agency, GSA, or a realtor, regarding the anticipated cost of a continuing lease or lease renewal for the Regional Office at its current location, including all costs for reduction or modification of the existing space, and any "build out costs."
3. The basis for Facilities' claim that the bathrooms, ceilings, lighting, or any other aspect of the currently configured Region Four space does not meet GSA's standards, and that the offices would have to be "taken down to the studs," or "guttled." This includes information on why any such deficiencies would not be "grandfathered."
4. All calculations or projections of "build out costs" for each of the other buildings for which RFPs are being solicited by Facilities and GSA, including moving costs in their entirety (i.e. cost of packing, moving, procuring new furniture and equipment and reinstalling it in the new space, new phone lines and internet, new business cards, and time during which the Region would not be operating and serving the public because it is packing and moving, etc.)
5. All documents reflecting GSA and/or the Agency's decision-making process in awarding Region 4's lease.
6. All lease documents associated with Region 4's proposed move to 100 Penn Square East (Wanamaker Building) including but not limited to signed or unsigned lease documents, floor plans, price per square foot, and documents reflecting any other expenses associated with the space at the Wanamaker Building.
7. The Agency's plan to provide Region 4 employees with a safe and secure space in the Wanamaker Building, including but not limited to what security measures it plans to provide and how the security measures will be implemented.

8. Information about the location of any asbestos or asbestos-containing material in the Wanamaker Building, whether or not it is encapsulated, including the location, amount, type, remediation or abatement and date; and the date and results of any air quality testing.
9. Documents showing whether the anticipated leased area(s) in the Wanamaker Building are serviced by a single ventilation system with other areas of the building, and if so, those showing the certified plans that meet applicable government and industry guidelines for reconfigured space where substantial alterations are made to the HVAC system, consistent with requirements set forth in Article 23, Section 13 of the collective bargaining agreement.
10. The security level for the space requirement set by the Agency and the Federal Protective Service, set forth in a Realty Services Letter or other documents for incorporation into the Solicitation for Offers in the requirements development phase, consistent with Interagency Security Committee Standards.
11. The Agency's Interagency Security Committee Risk Management Process, including but not limited to, Facility Security Level (FSL) determination, FSL Matrix, FSL determination factors considered, risk assessment methodology, any intangible adjustments, additional considerations, baseline Level of Protection (LOP), highest achievable LOP, any risk acceptance, and countermeasures taken or anticipated.

WE WILL NOT fail or refuse to furnish the Union with the information described above.

WE WILL NOT, in any like or related manner, interfere with, restrain, or coerce bargaining unit employees in the exercise of the rights assured them by the Statute.

National Labor Relations Board – General Counsel

Date: _____ By: _____
Signature

This Notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material.

If employees have any questions concerning this Notice or compliance with its provisions, they may communicate directly with the Regional Director, Washington Regional Office, Federal Labor Relations Authority, whose address is 1400 K Street, NW, 2nd Floor, Washington, DC 20424-0001, and whose telephone number is (202) 357-6029.