

Memorandum of Understanding Between
NOAA Office of General Counsel and the NOAA Attorneys Guild
Regarding the Relocations of the Silver Spring Enforcement Section Office

This Memorandum of Understanding (MOU) sets forth the agreement between the NOAA Office of General Counsel (Management) and the NOAA Attorneys Guild (Union) regarding the relocation of the Silver Spring Enforcement Section Office (Enforcement Section) from its current office suite on the 15th floor of SSMC3 (current location) to the temporary offices described in this MOU (temporary locations) on or about November 5, 2015, and the relocation of the Enforcement Section from the temporary location to the permanent office suite being constructed on the 15th floor of SSMC3 (permanent location) no later than January 29, 2016.

1. Management and the Union agree that the previous April, 2015 agreement reached between Management and the Union on the design, features, and finishes, of the new permanent location being prepared for the Enforcement Section on the 15th floor of SSMC3 shall remain in effect unless specifically addressed in this MOU.
2. Management agrees to pay for all pack up, moving, and unpacking of Enforcement Section employees from their current location to the agreed upon temporary location, and from the temporary location to the new permanent location. Contract movers will pack OGC on November 5, 2015 and will relocate property to the temporary location identified in paragraph 4 of this MOU where the movers will unpack property on November 6, 2015. Contract movers will pack OGC on January 26, 2016, and will relocate property from the 5th floor to the permanent location on the 15th floor of building SSMC3 where the movers will unpack on January 27, 2016.
3. Management agrees to take care of all information technology needs for the agreed temporary location, including phone hookups and continuation of current numbers, LAN hookups, etc., by November 6, 2015. Management agrees to take care of all information technology needs within the new permanent location, including phone hookups and continuation of current numbers, LAN hookups, etc., by January 29, 2016.
4. Employees in the Enforcement Section will be relocated from the current location on the 15th floor of building SSMC3 to the temporary location within the same building on the fifth floor. Specifically, employees will occupy built rooms 5851, 5852, 5854, 5856, and the following three workstations: 5837, 5838 and 5827 all along the window wall. Additionally, a private office 5123 with window will be supplied.
5. Management agrees to install, in the new permanent location for the Enforcement Section on the 15th floor, newer modular furniture surfaces and finishes including but not limited to, gray/blue flipper drawers and tack boards, and integrated sit to stand desks (similar to that currently in use on SSMC3 2nd and 14th floors).

6. Management agrees to build eight (8) private offices within the permanent location (consistent with attached blueprint for the new permanent space). The parties agree that this provision of the MOU means that all private offices will be built using the same materials (i.e. demountable glass and glass and metal walls).
7. The Union is invited to attend weekly construction status meetings. Management agrees to provide the Union with status and progress reports from CAO. The parties agree that these reports may be provided by email to Meggan Engelke-Ros, Robert Hogan, Mitch MacDonald, and Lauren Smoker.
8. During the Enforcement Section's tenancy of the temporary location, requests by bargaining unit attorneys within the Enforcement Section to increase telework will be favorably considered by Management within the needs of the office.

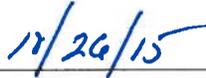
9. DURATION OF THIS AGREEMENT

- A. Terms of this MOU will be effected upon receipt of the approval from the Department of Commerce's Agency Head Review. Upon approval the terms of this MOU will remain in effect for the duration of the occupation of the temporary space identified in paragraph 4 and through transition back to the permanent location on the 15th floor of building SSMC3.
- B. All above identified dates are approximated based on the construction schedule presented by NOAA Office of the Chief Administrative Officer. Should any of the above dates change to include extending the timeframe of the temporary location occupation, management will discuss the reasons and possible effects of the delay at the soonest practicable opportunity with the union.
- C. Management reserves the right to review this MOU with interaction from the Union officials. Process for cancellation or amendments of/to this MOU will be subject to bargaining and mutually agreed upon between Management and Union officials.
- D. The parties agree that the Enforcement Section will not move to the temporary location while this MOU is under Agency Head Review or if the parties must resume negotiations.

On behalf of Management,



Leila Afzal
Deputy Section Chief
Sustainable Fisheries and Protected Resources



Date

On behalf of the Union,



Robert Hogan
Chief Negotiator
NWSEO, NOAA Attorneys Guild

10/26/15
Date