



American Federation of Government Employees
Local 476

Affiliated with AFL-CIO

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March 13, 2015

MEMORANDUM FOR: Keisha M. Hurst, Branch Chief, Employee and Labor Relations
Division

FROM: Jerry Gross, Steward, AFGE Local 476

SUBJECT: Demand to Bargain – Move of Employee and Installation of Furniture in the Office
of General Counsel

This will serve as AFGE Local 476's demand to bargain over the proposed move of one employee, Erik Heins, in the Office of General Counsel (OGC) to a new office on March 20, 2015, and the replacement of furniture for five OGC employees on March 19-20. Those five employees are Christopher Hartenau, Arlissa Ardito, Deena Jih, Elisabeth Assae-Bille, and Kirk Dryer. You provided notice of the proposed moves by email dated March 13, 2015.

Your notice stated that employees receiving replacement furniture will be allowed to telework on the days that the furniture is installed. Ms. Jih does not wish to have her furniture replaced. As of this date, Mr. Hartenau is undecided and will notify OGC staff regarding his decision about the new furniture.

Please remember that Article 5.03 requires that the Union have seven calendar days in which to respond with a demand to bargain, and allows another seven days in which bargaining may *begin*. Additional time must be allowed for actual negotiations. Thus, we request that in the future, we be provided with more advance notice about planned changes in bargaining unit employees' working conditions. It is helpful if you advise the Union even before move and installation dates are set to avoid the possibility of delays.

Additionally, Erik Heins is being moved from one 100-square-foot office to another. Mr. Heins, like other trial attorneys, is entitled to 150 square feet of office space under Supplement 69, which implemented Handbook 2200.1, Chapter 13, Space Management. The Union expects to see Mr. Heins and all other similarly situated attorneys provided with offices that meet the requirements of our collective bargaining agreement.

Attached is a proposed agreement regarding Mr. Heins' planned office move and the installation of new furniture for the other five affected employees. I expect the agreement will be satisfactory, as it is almost exactly the same as the one we signed last month for similar moves and furniture installations.

Local Supplement 60

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees Local 476

SUBJECT: Move of Employees and Installation of Furniture in the Office of General Counsel

SCOPE: This Supplement establishes the conditions for a move of one employee in the Office of General Counsel (OGC) to new offices on March 20, and the replacement of furniture for additional OGC employees beginning on March 19. The affected employees are:

Office Move: Erik Heins

Furniture Replacement: Christopher Hartenau (undecided), Arlissa Ardito, Elisabeth Assae-Bille, Kirk Dryer, Deena Jih (will keep existing furniture)

BACKGROUND: Due to vacancies in some office space, and the availability of new furniture to replace older furnishings, some OGC employees will move to new office space and/or have their furniture replaced.

1. New Furniture Information: Management will provide the Union with pictures and descriptions of the proposed new furniture, and will identify which furnishings will be removed from the affected offices (e.g., desks, chairs, bookcases, file cabinets) before implementing any changes.
2. Reasonable Accommodations: There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.
3. Alternative Work Schedules and Telework Agreements: There shall be no adverse impact to the alternative work schedule and/or telework agreement of any affected employee as a result of the proposed changes. Any situational telework shall be on a voluntary basis.
4. Leave: Any leave previously approved shall not be rescinded as a result of the proposed changes. Management shall not charge any employee leave as a result of the proposed changes if the employee has not requested leave for personal reasons.
5. Training: Any training previously approved shall not be rescinded as a result of the proposed changes.
6. Retention of Existing Furniture: Any employee who wishes to keep existing furniture in lieu of the replacement furniture shall be permitted to do so.
7. Packing Time: All affected employees shall be provided packing materials and granted sufficient time during the work day to box their office belongings on the

designated date, and to unpack their belongings upon completion of the proposed moves/furniture replacement. Employees shall not be required to pack or unpack outside of duty hours. Employees shall not be required to lift, move, or carry boxes outside of their immediate work space.

8. Disruption of Work Site: Management will permit affected employees to telework while the work site is unavailable at the option of the employees. Employees shall not be required to publicize their private home or cell telephone numbers. There shall be no adverse impact on any employee for whom teleworking is not feasible while the office is disrupted.
9. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed changes.
10. Preservation of Rights: Implementation of an agreement related to the proposed OGC moves and office furniture replacement shall not diminish or waive any rights that bargaining unit employees have under the HUD-AFGE Collective Bargaining Agreement, law, or government-wide rule or regulation.

Date: _____

For Management:

For the Union:

Keisha M. Hurst, Branch Chief
Employee and Labor Relations Division

Jerry Gross, Steward,
AFGE Local 476