



American Federation of Government Employees  
Local 476

*Affiliated with AFL-CIO*

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August 13, 2015

MEMORANDUM FOR: Anita Crews, HR Specialist, Employee & Labor Relations, AHEDA

FROM: Jerry Gross, Steward, AFGE Local 476

SUBJECT: Demand to Bargain – Move of Employees in Office of the Chief Financial Officer  
Management Staff Division

This will serve as AFGE Local 476's demand to bargain over the proposed move of two employees, Talaya Waller, Management and Program Analyst, GS-343-13, and Cortiena Forney, Systems Accountant, GS-510-13, within the Office of the Chief Financial Officer (OCFO) Management Staff Division. You provided notice of the proposed moves to the Union by email dated August 12, 2015, 4:34 p.m. Under Article 49.02, any notice sent after 4:00 p.m. shall be deemed to be received on the next business day.

Your notice stated that the managers requested the move to the new location and management will meet with the employees on Friday, August 21, with the move being scheduled for Monday, August 24, 2015.

Under Article 49.04 of the 2015 collective bargaining agreement, the Union has fifteen days to submit a demand to bargain over the Department's proposed changes. That section also allows another ten 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 before move and installation dates are set to avoid the possibility of delays.

I am available to meet with management and the affected employees on Tuesday, August 18 or Tuesday, August 25.

Additionally, the notices provided regarding Ms. Waller's and Ms. Forney's moves did not include the present and proposed floor plans, including work station number and square footage for each employee. Please make sure that information is provided right away.

I have attached the Union's preliminary demands regarding the planned OCFO Management Staff Division office moves in the form of a proposed agreement. These are preliminary proposals only, and the Union reserves the right to bargain and amend or add proposals, in accordance with Article 49 of the collective bargaining agreement.

I will serve as the contact for this matter.

## **Local Supplement 65**

**between**

**U.S. Department of Housing and Urban Development**

**and**

**American Federation of Government Employees Local 476**

**SUBJECT:** Move of Employees in Office of the Chief Financial Officer (OCFO) Management Staff Division

**SCOPE:** This Supplement establishes the conditions for a move of two employees in the Office of the Chief Financial Officer (OCFO) Management Staff Division to new offices within the Headquarters Weaver building. The affected employees are:

Talaya Waller, Management and Program Analyst, GS-343-13, from room 2135 to room 3216

Cortiena Forney, Systems Accountant, GS-510-13, from room 3106 to room 3216

- a. Scheduling: All meetings between management and the affected employees related to the OCFO Management Staff Division employees' move will be scheduled so that the designated Union representative can attend the meetings. The move will not take place before all bargaining is completed, as indicated by this signed agreement, and all terms of the agreement are fulfilled.
2. Space and Furniture Information: Management will provide the Union with the present and proposed floor plans, including information on the size and furnishings of the present and proposed work space (office or work station) for each affected employee before implementing any move.
  - a. Management will provide the Union and affected personnel with pictures and descriptions of any proposed new furniture, and will identify which furnishings will be moved from the affected offices (e.g., desks, chairs, bookcases, file cabinets) before implementing any changes.
  - b. Management will provide employees, with the same or greater access to shared equipment as they presently have.
3. Emergency Plans: Management will provide the Union and the affected employees with the applicable emergency and safety plan(s) for the new space assignments.
4. Reasonable Accommodations: There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.
5. 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.

6. 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.
7. Training: Any training previously approved shall not be rescinded as a result of the proposed changes.
8. Retention of Existing Furniture: Any employee who wishes to keep existing furniture in lieu of the replacement furniture shall be permitted to do so.
9. 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.
10. 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.
11. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed changes.
12. 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:

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Anita O. Crews  
Employee and Labor Relations Division

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Jerry Gross, Steward,  
AFGE Local 476