



American Federation of Government Employees
Local 476

Affiliated with AFL-CIO

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May 29, 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 moves of employees and installation of furniture in the Office of General Counsel Office of Insured Housing. The employees' current offices will be repainted, have carpeting replaced, and furniture will be replaced.

Attached are the Union's preliminary proposals in the form of a proposed agreement. 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. The Union does reserve the right to amend and add to these proposals.

cc: Sinthea Kelly
Steve Wagstaff

Local Supplement 62

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees Local 476

SUBJECT: Moves of Employees and Installation of Furniture in the Office of General Counsel Office of Insured Housing.

SCOPE: This Supplement establishes the conditions for employees in the Office of General Counsel (OGC) Office of Insured Housing to move to new offices in the Portals building on June 5, and return to their present location in the Weaver Building on or about June 26. The employees' current offices will be repainted, have carpeting replaced, and furniture will be replaced. The affected employees are:

Barbara Watson	Kelly Gil	Marshall Adam Pecsek
Mark Abraham	Michael Montagne	Elizabeth Davis
Deborah Brain	Karen Foskey	Chandra Branch
Edward Ferguson	Janette Hays	Walter Kryptavich
Brenda Joseph-Chambers	David Jacobs	
Stephanie Chaharbaghi	Juan Burgos	

1. Status Quo: The status quo will remain and the Department will not implement the proposed changes until all bargaining is completed in accordance with the HUD-AFGE Collective Bargaining Agreement, as indicated by a signed agreement.
2. 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.
3. Reasonable Accommodations: There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.
4. 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.
5. 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.

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 Training: Any training previously approved shall not be rescinded as a result of the proposed changes.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

Sinthea Kelly
Team Member

Steven Wagstaff
Technical Advisor