



American Federation of Government Employees Local 476

Affiliated with AFL-CIO

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September 3, 2015

MEMORANDUM FOR: Anjanette D. Twiggs, Employee and Labor Relations Division

FROM: Jerry Gross, Steward, AFGE Local 476

SUBJECT: Demand to Bargain – Move of Employees in OCIO Desktop and Headquarters Service Delivery Division

This will serve as AFGE Local 476's (the Union's) demand to bargain over the proposed move of bargaining unit employees in the Office of the Chief Information Officer (OCIO) Desktop and Headquarters Service Delivery Division (DHSDD) from room 3284 to renovated space in rooms 4154-4156 within the Weaver Building on September 8, 2015. You provided notice of the proposed moves by email dated Thursday, August 27, 2015, 5:25 p.m. Notice delivered after 4:00pm is considered effective the next business day.

The Department has advised the Union that the affected employees are: Kyle Curry, Chris Goodwin, Michael Harrison, Malik Jackson, Karen Kennedy, Jose Perez, Linda Sarkis, Sylvia Wilson, and Dennis Vearrier. The Union cannot find a working email address for Ms. Wilson.

Please remember that Article 49 of the 2015 collective bargaining agreement (CBA) requires that the Union have fifteen calendar days in which to respond with a demand to bargain, and allows another ten days in which bargaining may *begin*. Additional time must be allowed for actual negotiations. For this reason, Article 49 states, "If feasible, management will provide advance written notice at least 30 days prior to the proposed implementation date, of any change affecting conditions of employment." In this case, notice was provided only eleven days before the proposed move.

In the future, the Department must provide the Union 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. Article 57 requires: "The Local Union shall be consulted and included in the overall planning process of any space alterations in advance of any changes and, to the extent possible, in advance of formal notification of alterations." Conformance with the CBA's early notification requirements will help the Department plan moves and relocations more efficiently.

Additionally, as stated in my email of August 31, the Department's notice did not comply with the requirements of Article 49. Failure to provide complete information only

delays the process. Please ensure that all future midterm notices include all information required under Article 49.

Following are our preliminary proposals:

1. Written Responses: Management shall provide written responses regarding the AFGE Local 476 (Union) proposal provided below within five business days of receipt of this memo.
2. 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 (CBA), as indicated by a signed agreement.
3. Compliance with CBA: Management agrees to comply with all of the terms of the CBA in this and all future moves affecting bargaining unit employees, including consulting with Local 476 during the planning process of space alterations; providing the Union with an opportunity to participate in walk-throughs during the alteration process; involving the Union in pre- and post-occupancy reviews, providing the Union with sufficient notice and complete and accurate data so that bargaining may be completed before any scheduled move date.
4. Complete Information: Management will provide the Union with all of the information regarding the proposed move required under Article 49 before negotiations begin. Management will ensure that the Union has access to current e-mail addresses for all affected bargaining unit employees.
5. New Furniture Information: Management will provide the Union with pictures and descriptions of the proposed new furniture, and will identify which furnishings will be moved from the present offices (e.g., desks, chairs, bookcases, file cabinets) to the new space before implementing any changes.
6. Reasonable Accommodations: There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.
7. 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.
8. 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.
9. Training: Any training previously approved shall not be rescinded as a result of the proposed changes.

10. 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. Management shall provide assistance to any employee who is unable to pack, or to lift filled boxes within the workspace after the boxes are packed or when they are to be packed. Bargaining unit employees shall not be tasked with providing such labor to other affected employees.
11. 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.
12. Workload Adjustment: Management will adjust employees' workloads and deadlines that are affected by the move, including by time needed to pack and unpack, by inability to access physical or electronic files, and by any other disruption to the worksite caused by the move.
13. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed changes.
14. Preservation of Rights: Implementation of an agreement related to the proposed move 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.

These are only preliminary proposals and the Union reserves the right to bargain or amend or add proposals in accordance with Article 49. I will serve as Chief Negotiator.