



American Federation of Government Employees
Local 476

Affiliated with AFL-CIO

451 7th Street, SW, Suite 3143
Washington, DC 20410

Ashaki Robinson Johns, PhD
President
Regional Vice President, Council 222

Phone: 202-402-3077
Fax: 202-708-7638
E-mail: Ashaki.Robinson-Johns@hud.gov

February 18, 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 Employees 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 six employees in the Office of General Counsel (OGC) to new offices on February 18, and the replacement of furniture for additional OGC employees beginning on February 17. You provided notice of the proposed moves by email dated February 12, 2015. A list of the affected employees is attached.

Specifically, 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 object to the proposed date of the move**, which has been scheduled for less than seven days after notice was given.

Below are our preliminary proposals:

1. Written Responses: Management shall provide written responses regarding the 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, as indicated by a signed agreement.
3. 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.
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 Leave: Any leave previously approved shall not be rescinded as a result of the proposed changes.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. 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.

These are only preliminary proposals and requests for information, and the Union reserves the right to bargain or amend or add proposals, in accordance with Article 5. I will serve as Chief Negotiator.

Affected Employees:

Office of Finance and Administrative Law, Finance Division

Jerry Gross
Dana Boyd
Theresa Giannavola
Aimee Aceto
Ayauly Ainashbekova
Lynne Tucker-Chandler*
Angela Ayers
Kimberly Yeh
Carolyn Rosenthal

Office of Assisted Housing & Community Development

Lynn Morgan
Jad Atallah
Brain Varrieur
Carey Whitehead*
Daniel Behrend
Makani Drummond*
Alyce Thompson
Terri Montague*
Vickie Longosz
Jeffery Hall*
Richard Washington
Hugh Lutz
Rori Bailin
Heather Waigand
Chaundi Randolph
Meti Zegeye*

Office of Finance and Administrative Law, Procurement Law Division

Todd Maiberger
AudreyRoh
Blythe Rodgers
William Taylor
Kasey Podzius
Jonathan English
Rosamond Xiang
Dunia Capdevila
Lisa Johnson-Bey

*Moving offices as well as receiving replacement furniture.