

## Local Supplement 78

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees Local 476

**SUBJECT:** Move of the Office of Assisted Housing and Community Development (OAHCD) to 8<sup>th</sup> Floor Space (Rooms 8140-8154) in the Weaver Building.

**SCOPE:** This Supplement establishes the conditions for the move of the Office of General Counsel OAHCD bargaining unit employees from their current workspace to new space on the 8<sup>th</sup> floor in the Headquarters Weaver Building.

**BACKGROUND:** The OAHCD employees' previous workspace in the Weaver Building will be renovated and reconfigured as part of the Office of Inspector General construction project. The OAHCD employees were scheduled to be relocated to the 10<sup>th</sup> floor (in the Weaver Building) renovated space on/around April 9, 2021 (the "proposed move date"). The supplement confirms the agreement for the OAHCD to remain on the 8<sup>th</sup> floor in new office space that will be located in Rooms 8140 through 8154 ("New Workspace").

The Department provided the Union notification on March 8, 2021 which identified 21-bargaining unit employees of the Office of General Counsel that would be impacted by the proposed move.

1. **Compliance with CBA:** Management agrees to comply with all terms of the CBA in this and all future moves affecting bargaining unit employees, including consulting with Local 476 in accordance with Article 57 Space Management.
2. **Affected Personnel:** Management has provided the Union a list of impacted employees. Management will notify the Union of any changes to the list of impacted employees in accordance with the CBA.
3. **Notification to Union:** Management will provide the Union with full and complete information regarding this move, to include complete employee list, requested environmental reports, and any employee reports of health issues associated with this proposed space.
4. **Space Alterations:** Management agrees that the 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 per Article 57 of the CBA, to the new workspace.

5. **Size of Private Offices for Attorney-Advisors:** The private offices for bargaining unit Attorney-Advisors in the Weaver Building shall meet the minimum size of square footage, as specified by The Space Handbook, 2200.01, Chapter 13, Space Design Standards, Effective March 2016. The Space Handbook says Attorney-Advisors are entitled to 120 maximum square feet. See link below:  
  
<https://www.hud.gov/sites/documents/22001C13ADMH.PDF>
6. **Employee Preference:** Management shall give preference to HUD employees over any contractor employees in terms of selecting seating assignments.
7. **Break Rooms:** Management will provide break rooms for affected employees as required by Supplement 69 and Article 57 Space Management.
8. **Seating Plan:** Offices will be evenly distributed between the two divisions. Any Attorney-Advisor that currently has a window office will be placed in a window office. Any vacant window offices within each division will be made available subject to the following criteria:
  - First by seniority within the division
  - Second by seniority within OGC
  - Third by seniority within HUD
  - Fourth by seniority within the federal service
9. **Meeting Rooms and Other Space Utilization:** Management will provide huddle area, file storage, rest rooms, and convenient access to a Multifunction device on the same floor where the OAHCD employees are located.
10. **During the 8<sup>th</sup> floor renovation phase,** Management shall provide two offices to be used if a bargaining unit employee from OAHCD must come into the Weaver Building.
11. **Parking:** All employees who currently have parking privileges at the Weaver Building and are still qualified (e.g., still in a carpool) shall be allowed to continue to park there.
12. **Reasonable Accommodations:** There shall be no adverse impact to any reasonable accommodation of any affected employee because of the move.
13. **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 because of the move.
14. **Leave:** Any leave previously approved shall not be rescinded because of the proposed move.
15. **Training:** Any training previously approved shall not be rescinded because of the proposed move.
16. **Packing Time:** All affected employees shall be provided packing materials and granted sufficient time during the workday to box their office belongings on the designated date, and to unpack their belongings upon completion of proposed office move. 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 workspace. Employees may elect to have movers pack some or all of their office belongings.


17. **Disruption of Work Site:** Management may provide alternative workspace. Management shall permit affected employees to work from home if their work site or the alternative workspace is unavailable for any reason related to the move or renovation until such time suitable workspace is made available.
- Sidebar: The purpose of this proposal is to ensure that if the proposed renovated space is not available and there is no suitable workspace available, the employees will be allowed to continue to telework from home until such time as the space has been completed or a suitable workspace has been located.
18. **Adverse Impact:** There shall be no adverse impact on any affected employee because of the proposed relocation to the 8<sup>th</sup> floor reconfigured space.
19. **Preservation of Rights:** Implementation of an agreement related to the proposed OAHCD 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.

APPROVAL OF SUPPLEMENTAL AGREEMENT ON OFFICE OF ASSISTED HOUSING & COMMUNITY DEVELOPMENT MOVE

**MANAGEMENT:**

**AFGE:**

  
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 Sinthea M. Kelly, Administrative Officer/Date: 4/1/2021

  
 \_\_\_\_\_  
 Ashaki Robinson, PhD/Date  
 1<sup>st</sup> Vice President  
 AFGE Local 476

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 Office of Administration, Facilities/Date

 4/5/2021  
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 Yvette White, Employee Labor Relations/Date