

LOCAL SUPPLEMENT 79  
Between  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
And  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
LOCAL 476

Subject: Move 65 bargaining unit employees in the Office of Policy Legislative Initiatives and Outreach and the Office of Enforcement and Programs within the Office of Fair Housing and Equal Opportunity.

Scope: This Supplement establishes the conditions for the move of the Office of Fair Housing and Equal Opportunity bargaining unit employees from their current workspace to new space on the 5th floor in the Headquarters Weaver Building.

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 CBA, as indicated by a signed agreement.
2. Construction/Repairs: Management to provide description of any construction, repair or other physical improvement plans to include, but not limited to installing modular furniture, moving/installing filing cabinets, laying or shampooing carpet, installing partitions, painting walls, exterminating, installing network computer/printer cables, moving phone jacks or electrical outlets, or taking out or installing walls. If any such activity is planned, when the activity will take place and how the employees will be affected and, what arrangements will be made for affected employees, if necessary.
3. Space and Furniture Information: Management will provide the Union with information on the size and furnishings of the present and proposed office for each affected employee before implementing any move.
  - a. Management will provide the Union and affected personnel with pictures and descriptions of proposed new furnishings, or a sample workstation, to demonstrate any proposed new furnishings.
  - b. Management will identify which current furnishings (e.g., desks, chairs, bookcases, file cabinets) will be moved from the current offices to new office space before implementing any changes.
  - c. Management will survey all of the affected employees on the two cubicle partition choices provided by the Union (rendering #4 and #6). The partition will be selected by a majority vote.

4. 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 AFGE 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 information so that bargaining may be completed before any scheduled move date.
5. Reasonable Accommodations: There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.
6. 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.
7. 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.
8. Training: Any training previously approved shall not be rescinded as a result of the proposed move.
9. Disruption of Work Site: Management will permit affected employees to telework while the worksite 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. 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 the proposed moves/furniture replacement.
  - a. Employees shall not be required to pack or unpack outside of duty hours.
  - b. In the event that that an affected employee has approved leave or training on the packing/ move dates, the employee may be required to pack prior to taking leave/attending training. Management may approve compensatory time or credit hours, if needed.
  - c. Employees shall not be required to lift, move, or carry boxes outside of their immediate workspace.
  - d. Management shall provide packing and unpacking assistance to any employee whose physical well-being requires such help, regardless of whether the employee has an approved reasonable accommodation.

11. Seating Plan: Offices will be equitably distributed between the divisions. Upon the completion of construction, updated seating floor plans will be provided to the Union. A rendering will be given to employees for them to work with their supervisor to make the decision where each employee would like to sit. Each employee's seniority (as calculated in items (a) through (d) below) will dictate the order that each employee would be contacted by their supervisor to select their seating choice. Seating priority with each division will be made available subject to the following criteria:
  - a. First by seniority within the division
  - b. Second by seniority within FHEO
  - c. Third by seniority within HUD
  - d. Fourth by seniority within the Federal service
  
12. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed changes. Management will not relocate an employee as a punitive measure.
  
13. Scheduling: All meetings between management and the affected employees related to the affected employees' move will be scheduled so that the designated Union representative can attend the meetings.
  
14. Site Inspection: Management will permit the Union and affected employees to walk through the space prior to the move at a mutually agreeable time and date.
  
15. Adverse Impact: Affected employees shall not suffer any adverse impact if they are unable to perform assigned work or meet deadlines due to factors caused by the move, such as the inability to access electronic files. There shall be no other adverse impact on any affected employee as a result of the proposed move.
  
16. Availability: Management makes the space available so the Union can conduct an official walk-through and inspection of the proposed seating arrangements.
  
17. 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.
  
18. Break room/galley: Management will provide two kitchenettes of approximately 150 feet each with tables and chairs to accommodate at least 3 seated persons. Each kitchenette will have a standard commercial refrigerator w/freezer, a nook in the cabinetry for two commercial microwaves, 24-inch counter tops with underneath cabinets, and 12-inch overhead cabinets.

19. Workstations: Management will provide white boards, bulletin boards, and hanging hardware upon request. Security screens will be provided for employees upon request.
20. Décor: Management will support employees who want to form a décor committee to secure decorative items in the HQ sub-basement. Décor may include posters, paintings, other artwork, and plants. Management shall designate a management official as a point of contact to implement the provisions.
21. Records management: Management will continue to work with the team on records management and storage to transition reference and training paper documents to the internal SharePoint site for FHEO. There will be at least one storage room which will be approximately 10' x 10' that will contain lateral files for additional working documents that may need to be stored. The Department's goal is to eliminate all paper files and move to an electronic platform. Management will continue working with the POC's in the Divisions to identify and scan all working paper files and permanent records to make them available electronically. The Office of Information Services and Communication in FHEO will continue to assist the program areas in identifying/storing/destroying paper documents as part of the move. Management shall procure adequate file cabinets for working documents and bookshelves upon furniture selection and purchase. Each employee shall have upon request and as needed two drawers in central lateral files within a lateral file cabinet in close proximity of their cubicle for filing. See item #24.
22. Meeting and conference room: There will be two conference rooms which will accommodate at least 10 employees. Once complete if additional soundproofing is needed, Management will submit an ANSRS request to resolve the issue. Management agrees to have a large-screen monitor, computer workstation and conferencing and video call equipment. A white board will be provided as well. If additional equipment is needed and is available, it will be provided at that time.
23. Workstation furnishings: Management will give employees the option of the standing cabinet (closet), filing unit, bookcase, or longer work surface.
24. Records management, file management, and scanning: Prior to and during the construction, management will continue to work on NARA-compliance record systems for all divisions and offices. A record is an official document that has a retention period, and a working file is a file that is maintained by an employee for reference. Currently, the Office of Information Services and Communications within FHEO is assisting the offices (designated POC) in identifying paper records from working documents and providing scanning assistance. The current process consists of going through boxes of hard-copy files and file cabinets to identify what needs to be retained as a working file, an official record or what can be destroyed. If it is a working file or a record the Office of Information Services and Communications in FHEO along with the Office of Administration will assist with the scanning of those documents and providing electronic

storage to be accessible by the employees. If it is a permanent record that is no longer in use, it will be sent to the record center for retention as an electronic file. This process will be ongoing during the construction period. Management will make every effort to complete this activity prior to re-occupancy and ideally management would like to minimize storage of paper copies. See item #21.

25. Reasonable and other accommodations: Prior to employees going on 100 percent telework, management will solicit confidentially the disability-related needs of all employees that could result in a modification of the design, furnishing, and operation of the redesigned space. Management will solicit confidentially health-related modifications to the design, furnishing, and operation of the redesigned space – for example, ergonomic computer equipment, non-standard chairs. Management will accommodate the reasonable requests and other health related requests.
26. Electrical: Removal and replacement of all “tombstone” electrical floor outlets.
27. Lighting: Management will provide individual desk lighting for employees by request. Management will provide lighting in the workstations to address employee needs and different levels of ambient lighting in different areas of the space in accordance with employees request, inclusive of any reasonable accommodation request.
28. Air and other environmental quality: Management will provide the specifications detailed in the CBA for mold, mildew, and other indoor pollutants, as well as on-going air monitoring. Prior to occupancy, Management will arrange for a licensed inspector to test the air and dust for indoor pollutants and, prior to re-occupancy, provide evidence to the Union that the space meets Federal, state, and local standards for air and dust quality.
29. Disruption of Work Site: Management shall permit affected employees to work from home if their work site is unavailable for any reason related to the move. Employees who have packed their office space will be allowed to telework full-time (up to 5 days per week) during the renovation of the office space.
30. Move-in Protocol: Employees will be provided at least two (2) weeks advance notification for completion of renovations.
31. Renovation Schedule Changes: The Union will be informed of any changes to the renovation schedule as they occur.
32. Packing Supplies: Employees will be allowed in excess of six cartons per employee

33. Cubicle Style: Employees are provided a standing electric height adjustable desk with one mobile pedestal with drawers. An Extra mobile pedestal with drawers is available upon request.
34. Swing Space: During the 5th floor renovation phase, Management shall provide at least two workstations to be used if a bargaining unit employee must come into the Weaver Building.
35. 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 employees are located.
36. Updated Floorplans: The Union will be provided with all updated floorplans.

For the Agency:

---

Keith Johnson, Chief Negotiator



---

Lisa Abell, Team Member

---

Doris Carey, Team Member

---

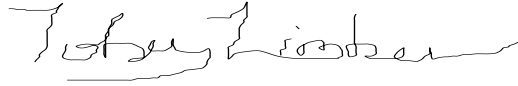
James Fox, Team Member

For the Union:



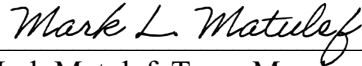
---

Ashaki Robinson, Chief Negotiator



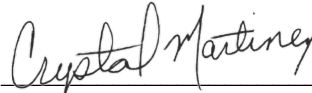
---

Tobey Zimmer, Team Member



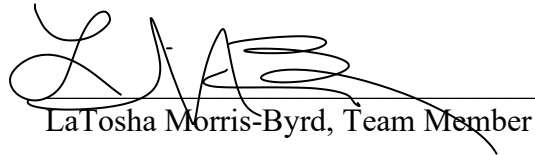
---

Mark Matulef, Team Member



---

Crystal Martinez, Team Member



---

LaTosha Morris-Byrd, Team Member