



American Federation of Government Employees  
Local 476

*Affiliated with AFL-CIO*


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

Eddie Eitches  
President  
Regional Vice President, Council 222

Phone: 202-402-3077  
Fax: 202-708-7638  
E-mail: Edward.E.Eitches@hud.gov

March 6, 2012

MEMORANDUM FOR: Jacqueline Mercer-Hollie, Director, Employee & Labor Relations & Performance Management Division

FROM: Jerry Gross, Steward, AFGE Local 476 

SUBJECT: Demand to Bargain –Reorganization of Government National Mortgage Association

This will serve as AFGE Local 476's demand to bargain over the proposed reorganization of employees in the Government National Mortgage Association (Ginnie Mae). The proposed reorganization was described in a memorandum from Kim Adams, dated March 1, 2012, and received by AFGE Local 476 (the Union) on March 2, 2012.

Ms. Adams' memorandum states that only the employees in the Office of Enterprise Data & Technology Solutions, the Communications and Congressional Relations Division, and the Office of Securities Operations will be affected by the reorganization. Please inform the Union immediately if any of the conditions of employment for employees of any other Ginnie Mae offices will be affected by the reorganization.

Below are our preliminary proposals:

1. Vacancies: Management will first utilize a Personnel Clearinghouse for Ginnie Mae employees to fill all vacancies that result from this reorganization. Management will fill any positions that cannot be filled through the Clearinghouse through internal merit staffing. If vacancies that result from this reorganization cannot be filled through the Clearinghouse or through internal merit staffing, management will provide the Union with a justification explaining why the positions cannot be filled internally before advertising positions for merit staffing outside of the Department.
2. Union Briefing: Management shall brief designated Union representatives as soon as possible on the nature and impact of the proposed relocation.
3. Employee Meeting: Management shall provide the Union with an opportunity to meet with all affected employees. Management shall permit the affected employees to meet with the Union representative, and shall take no adverse actions against the employees for doing so.
4. Bargaining Unit Status: No employee shall be removed from the bargaining unit as a result of this reorganization.

5. Promotions/Upward Mobility: There shall be no adverse impact on any employees' promotions, upward mobility, or career ladder positions as a result of this reorganization.
6. Telework: There shall be no adverse impact to the telework agreements of affected employees.
7. Reasonable Accommodations: There shall be no adverse impact to the reasonable accommodation of any affected employee. Any reasonable accommodation request that has been previously approved will remain in force.
8. Annual Leave: Annual leave previously approved shall not be rescinded as a result of this reorganization.
9. Training: There shall be no adverse impact on training plans of affected employees. Management shall provide all necessary and appropriate training to employees affected by the reorganization.
10. Performance Appraisals:
  - a. Each employee reassigned to a new first line supervisor under this reorganization shall receive a rating of record from the former supervisor. The rating of record shall be communicated in writing to the employee within thirty (30) workdays of the effective date of the permanent position change.
  - b. Each employee reassigned to a new first line supervisor under this reorganization shall receive a new performance plan from the new supervisor. Employees shall be permitted to participate in the development of performance plans.
  - c. Each employee reassigned to a new first line supervisor under this reorganization shall receive a rating of record from the new supervisor after working 90 days or at the end of the annual performance period, whichever is later.
  - d. Affected employees will receive interim ratings from their new supervisors.
11. Maintenance of Status Quo: The Department will maintain status quo until completion of bargaining.
12. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed reorganization.

These are preliminary proposals only, and the Union reserves the right to bargain or amend or add proposals, in accordance with Article 5. Bernard Morton shall serve as Chief Negotiator.