



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

May 3, 2013

MEMORANDUM FOR: Karen Newton-Cole, Deputy Chief Human Capital Officer

FROM: Deborah Slakes, Chief Negotiator
AFGE National Council of HUD Locals #222

SUBJECT: Demand to Bargain: Reorganization of the Office of Multifamily

Pursuant to Article 5, Section 5.02 of the HUD /AFGE Collective bargaining Agreement (the Agreement) this memorandum serves as HUD Council of AFGE Locals (the Council) demand to bargain the impact and implementation the Department's planned reorganization of the Office of Multifamily (MFH). Status quo shall remain and no planned action shall take place until statutory and contractual bargaining is completed.

The Council is offering the following preliminary proposals for consideration and negotiation:

- 1) This Supplement shall not diminish or waive any rights that MFH bargaining unit employees have under the AFGE Agreement, law, rule or regulation to address any adverse impact. Management shall immediately provide all the information specified under Article 5, paragraphs 5.04(2) and (3). Nothing in this Agreement will prevent the Parties from negotiating over procedures and appropriate arrangements for adversely affected employees pursuant to 5 U.S.C. § 7106(b) (3).
- 2) Internal reorganizations, transfers of function, realignments, voluntary/ involuntary relocations, Reductions in Force, Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive program (VSIP) as a result of the Departments implementation of the reorganization of MFH shall be conducted in accordance with law, rule, regulation and the terms of the Agreement.
- 3) The Department agrees to minimize adverse actions, involuntary relocations and reduce separations of affected MFH bargaining unit employees. The Department shall seek voluntary transfers/relocations prior to implementation of the reorganization of MFH.
- 4) The Department shall seek Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel

Management .The VERA/VSIP authority, if approved, shall be concurrent with other methods used to draw down the workforce and/or facilitate other Department opportunities for the affected employees.

- 5) Status Quo will remain and the Department shall delay the implementation of the reorganization of MFH until voluntary transfers/relocations and VERA /VSIP are fully exhausted.
- 6) The Department shall provide bi-weekly conference call meetings with the Union to discuss progress, problems, ideas and concerns on the current progress made through voluntary transfers/relocations and VERA /VSIP until full implementation of the reorganization of MFH.
- 7) No MFH bargaining unit employee will be involuntarily separated or downgraded as result of the Department's implementation of the reorganization of MFH.
- 8) No position will be removed from the bargaining unit as a result of implementation of the reorganization of MFH
- 9) There shall be no adverse impact on upward mobility and /or career ladder promotions as result of implementation of the reorganization of MFH
- 10) Upon implementation of this Supplement, on an on-going basis, the Department shall provide AFGE Council 222 and all AFGE Locals at HUD a list of all Departmental vacancies in other program offices and divisions for which the affected MFH bargaining unit employees who are involuntarily relocated may be qualified.
- 11) In the directed reassignment of MFH bargaining-unit employees to different duty stations for the same positions or equivalent positions with the same duties currently being performed by the employees for which they are qualified, HUD will first ask for volunteers from among the qualified employees at the affected duty station. If there are too many volunteers, the employees with the greatest seniority based on the Federal computation date for leave purposes shall be given the reassignment.
- 12) .MFH bargaining-unit employees who do not retire, take a buyout, and cannot relocate for personal hardship reasons to another duty station and would otherwise be separated from Federal service shall be provided to the maximum extent feasible reassignments to vacant positions that they are qualified for in other program areas and divisions within their current duty station minimize the hardship and impact on their families and finances as an appropriate arrangement.

- 13) MFH bargaining unit requests for retirement information or separation information initiated through the Bureau of Public Debt Human Resource services will not be shared with the employee's managers.
- 14) Affected MFH bargaining unit employees shall continue to have access to the Department's Pay, Benefits and Retirement Division. Regional points of contacts regarding benefits questions and problems shall be provided to affected employees.
- 15) The Department shall allow the affected MFH employees who do not apply for VERA/VSIP and cannot relocate for personal hardship reasons to work 5-days per week in a 21st-Century virtual office (i.e., telework at home or alternative worksite such as a GSA telework center), or out-stationed from their current duty station to minimize the hardship and impact on the families and finances of affected bargaining-unit employees as an appropriate arrangement. Affected employees shall not be required to live within the "normal commuting area" of any reassigned duty station for the purposes of teleworking.
- 16) All settlement agreements, grievance awards or mutually agreed solutions and/or negotiated agreements between the union and employees with the Department shall remain in place.
- 17) In accordance with the terms of Article 5 of the Agreement, midterm bargaining will be conducted at the local level concerning local issues related to the Department's implementation of the reorganization of MFH.
- 18) The floor plans in new HUD space for affected MFH employees shall be in accordance with Administrative Handbook. 2200.01, Chapter 13 guidelines and Supplement 69 regarding work stations for full time bargaining unit, temporary, part time and out stationed employees.
- 19) The Department shall release affected MFH employees' obligation for the repayment of student loan subsidy, training, other programs due to dislocation.
- 20) Annual leave and/or sick leave previously approved will not be rescinded as result of implementation of the Department's implementation of the reorganization of MFH.
- 21) There shall be no adverse impact on to employees' alternative work schedules as result of the Department's implementation of the reorganization of MFH.

- 22) There shall be no adverse impact to existing employee telework agreements as result of the Department's implementation of reorganization of MFH.
- 23) . The relocations of MFH bargaining unit employees with disabilities who currently have reasonable accommodations or disabilities shall be in compliance with the Americans with Disabilities Act and the Rehabilitation Act of 1973. The Department shall provide reasonable accommodations to disabled employees affected by office closures. The Department shall inform affected employees with disabilities of their right to request reasonable accommodations and obtain Union representation in pursuit of reasonable accommodations, and shall provide the name and contact information for a reasonable accommodations counselor.
- 24) The Department's implementation of the reorganization of MFH shall not alter reasonable accommodations currently in effect. There shall be no adverse impact to existing reasonable accommodations. If the Department believes that a reasonable accommodation must be altered, it will inform the employee and provide Article 5 notice to the Union in a confidential manner.
- 25) Affected MFH bargaining unit employees shall be provided position descriptions for newly assigned positions and/or duties. The Department shall provide the Council evidence of OPM approval of new position descriptions' classifications prior to implementation of MFH's reorganization.
- 26) To the extent possible, work as a result of the MFH reorganization will be distributed equitably among affected bargaining unit employees. The phrase " other related duties as assigned" as used in position descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to an employee which is not reasonably related to their basic position description.
- 27) The MFH's reorganization shall be deemed as a factor beyond an employee's control and will not negatively impact an employee's performance evaluation. In the application of performance elements and standards to affected MFH bargaining unit employees, management shall take into account factors beyond employees' control including, but not limited to: availability of resources, lack of or inadequate training, frequent or authorized interruptions of normal work duties, additional work assignments, processing delays by others, understaffing of positions, leave, and other duties as assigned as described in Proposal 26. In applying performance elements and standards, affected MFH bargaining-unit employees' performance appraisals shall take into account all of the job functions they are expected to perform and the actual amount of time available (or not available) to perform those functions.

28) Affected MFH employees who have no previous or recent experience with newly assigned duties shall or with no prior background, experience and training in new or complex work assignment shall be given no less than 90 days to train so as to satisfactorily perform the duties as an appropriate arrangement. Training for newly assigned duties shall be in accordance with the terms of the Agreement.

These are preliminary proposals for the purpose of negotiating the changes under the subject line above and additional proposals may be added prior to the start of any necessary negotiations. I can be reached at (414) 935-6693.

Thank you.