

 <p>UNITED STATES OF AMERICA FEDERAL LABOR RELATIONS AUTHORITY</p> <p>CHARGE AGAINST AN AGENCY</p>	FOR FLRA USE ONLY
	Case No. _____
	Date Filed _____

Complete instructions are on the back of this form.

<p>1. Charged Activity or Agency Name: U.S. Dept of HUD Address: 451 Seventh St. SW Washington, DC 20410 Tel.#: _____ Ext. _____ Fax#: _____</p>	<p>2. Charging Party (Labor Organization or Individual) Name: AFGE Council 222 Address: P.O. Box 23076 Washington, DC 20026-3076 Tel.#: _____ Ext. _____ Fax#: _____</p>
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<p>3. Charged Activity or Agency Contact Information Name: Jackie Mercer-Hollie Title: Director, Employee & Labor Relations Division Address: 40 Marietta Street Room 1408 Atlanta, GA 30303-2806 Tel.#: <u>678/732-2526</u> Ext. _____ Fax#: <u>404/730-2655</u></p>	<p>4. Charging Party Contact Information Name: Carolyn Federoff Title: Executive Vice President Address: 108 Ashland Street Melrose, MA 02176 Tel.#: <u>617/994-8264</u> Ext. _____ Fax#: <u>617/778-6944</u></p>
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5. Which subsection(s) of 5 U.S.C. 7116(a) do you believe have been violated? [See reverse] (1) and (5), (6) and (8)

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.
 See attachment.

7. Have you or anyone else raised this matter in any other procedure? No Yes If yes, where? [see reverse] _____

8. I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT, 18 U.S.C. 1001. THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX #3 BY [check "x" box] Fax 1st Class Mail In Person

Commercial Delivery Certified Mail

Carolyn Federoff _____ Carolyn Federoff _____ 03/01/0201 _____
 Type or Print Your Name Your Signature Date

March 1, 2013

In the matter of U.S. Department of HUD and AFGE Council 222

6. Tell exactly WHAT the activity (or agency) did. Start with the DATE and LOCATION, state WHO was involved, including titles.

The agency, through its agents, engaged in bad faith bargaining concerning a proposed realignment/reorganization of the Office of General Counsel. The facts are as follows:

By memorandum dated August 6, 2012, James Reynolds, Deputy Director Employee & Labor Relations & Performance Management Division, advised Edward Eitches, President, National Council of HUD Locals 222, of a proposed Office of General Counsel Realignment/Reorganization (Exhibit 1). The plan included two key features: 1) the career ladder for field and regional attorneys would be increased to GS-14; and 2) approximately 32 bargaining unit attorneys and six bargaining unit support staff would be reclassified as non-bargaining unit.

By memorandum dated August 10, 2012, Carolyn Federoff, Executive Vice President, AFGE Council 222, submitted the Union's demand to bargain with initial bargaining proposals (Exhibit 2). Bargaining proposals included a demand for *status quo* until all bargaining was completed, including impasse and negotiability proceedings. By electronic mail dated August 28, 2012, Linda Cruciani, General Deputy General Counsel for Operations, responded to the Union's demand (Exhibit 3). In response to the *status quo* proposal, Ms. Cruciani advised that all bargaining had to be completed by September 7, 2012, to ensure that the increased career ladder could be accomplished. To delay implementation would risk the promotions of more than 50 attorneys, most of whom were bargaining unit at the time of the negotiations.¹

Negotiations proceeded via telephone and electronic mail. The Union was particularly concerned about the changes to the bargaining unit; Management had failed to provide evidence that the confidential workload had increased sufficiently to support a three-fold increase in non-bargaining unit attorneys and support staff. Management continued to insist that the only way it could ensure the promotional opportunities for attorneys was to reassign them to the new position descriptions by September 9, 2012. The Union looked more closely at the affected class, and determined that approximately 24 of the 32 attorneys to be removed from the bargaining unit were already at GS-14; these attorneys did not need to be switched to a new, confidential position description in order to be eligible for promotion. In its second set of proposals, the Union proposed that current bargaining unit GS-14 attorneys would not be affected by the reorganization, and that all other bargaining unit employees would only be removed from the unit at the time Management assigned them confidential work (Exhibit 4).

¹ Management's proposal included two new position descriptions for attorneys that included career ladder potential to GS-14. One was for "Program" attorneys whose bargaining unit status would be unaffected by the proposed reorganization. The other was for "Litigation" attorneys, most of whom were currently part of the bargaining unit and would be removed as a consequence of the reorganization. Similar changes were being made to support staff PDs, depending upon which unit they were being assigned to.

Over the course of the negotiations, the Union offered counterproposals to meet Management's stated need to implement by September 9. These included a proposal allowing for early implementation, but providing that the parties would "expeditiously pursue further negotiations, impasse proceedings and/or negotiability appeals, as appropriate, to resolve all issues outstanding as of September 9, and to implement the results expeditiously" (Exhibit 5, August 31, 2012, at 11:34 AM). Later in the day, the Union proposed:

Implementation will be accomplished in two phases, so as to allow the Parties to complete the bargaining process. In the first phase, to be accomplished on or about September 9, 2012, Management shall implement the new Position Descriptions for attorneys at GS-13 and below. No other employees' Position Descriptions will be changed until the completion of bargaining. The Parties further agree to expeditiously pursue further negotiations, interest based bargaining, impasse proceedings and/or negotiability appeals, as appropriate, to resolve all issues outstanding as of September 9, and to implement the results expeditiously as phase two. The Union hereby waives its right to file an Unfair Labor Practice charge alleging unlawful implementation prior to the completion of bargaining. (Exhibit 6, August 31, 2012, 5:57 PM)

The following day was Saturday of Labor Day weekend, and the Union's chief negotiator, Carolyn Federoff, was in travel status traveling to main contract negotiations in Tampa, Florida, on the next business day, September 5, 2012. Upon arrival in Tampa, Ms. Federoff sent an electronic mail to General Counsel Helen Kanovsky explaining the counterproposal. This email expressed concern that Management was being overly coercive in its bargaining, and that we could meet both Parties' stated objectives, if in fact, good faith bargaining was an objective (Exhibit 7). Ms. Kanovsky did not respond.

On Thursday, September 6, 2012, at 2:54 pm, the Union submitted its sixth set of proposals (Exhibit 8). These proposals conceded that negotiations were complete, but that current bargaining unit GS-14s would not be affected by the reorganization. In earlier phone conversations, the Union had reminded Management that they always had the right to assign work, and that assignment of confidential work would result in the removal of an employee from the bargaining unit; nothing in the Union's proposal was intended to interfere with Management's right to assign, but that until such assignments were made, an employee's bargaining unit status should remain unchanged.

At 4:01 pm on September 6, Management advised that it could not accept the Union's proposal. Essentially, even if confidential work was not assigned to every litigation attorney,

litigation attorneys cannot be excluded from team meetings and group strategy sessions where personnel cases will be discussed. This would make the work in the Litigation Divisions unmanageable. (Exhibit 9)

At 12:39 am on September 7, the Union provided Management with its seventh set of proposals (Exhibit 10). The electronic mail message responded to Management's argument that litigation attorneys could not conveniently be excluded from team meetings involving personnel matters. The

Union reminded Management that this had been the practice (for more than two decades) in every office that had mixed litigation units; it was not unreasonable to continue this practice until the Union exercised its right for third party review of its proposals. The Union inveighed that it was bad faith for Management to threaten the promotion of all GS-13 and below attorneys if the Union didn't concede the bargaining unit status of present GS-14 attorneys. The Union's attached proposals included a restatement of the proposal for two-phase implementation, with a side-bar narrowly setting forth the remaining item to be negotiated at the second phase:

In furtherance of paragraph 1 of Supplement 124, after September 9, 2012, the parties will commence bargaining on the following Union proposal:

Bargaining Unit Status:

- a. No GS-14 bargaining unit attorneys will lose their bargaining unit status as a result of this reorganization.
- b. Bargaining unit employees below GS-14 shall maintain their bargaining unit status until such time as the employee is assigned work appropriately considered "confidential" pursuant to 5 U.S.C. Section 7103.
- c. Management maintains the right to assign work pursuant to 5 U.S.C. Section 7106 in accordance with applicable laws.

By electronic mail dated September 7 at 8:58 am, Management set forth arguments why it could not accept Union 7 (Exhibit 11). By electronic mail at 9:20 am, the Union advised that Management's arguments would be appropriate to put before a third party at impasse,

If we were going to impasse, you would be engaging in hard bargaining. The fact that you've given us an unnecessary [sic] ultimatum—give up your right to bargain to impasse, or lose promotion potential for 28+ BU attys—pushes this from hard bargaining to bad faith bargaining. (Exhibit 12)

By electronic mail dated September 7 at 11:49 am, the Union reluctantly sent Management a signed copy of the signature page of Management's proposed Supplement 124 (Exhibit 13). Management asked that the entire document be provided (Exhibit 14). The Union sent the entire document by email at 12:14 pm (Exhibit 15).

Almost six months after the completion of negotiations, as of March 1, 2013, Management has yet to provide a signed copy of the document, and has not posted the Supplement on its website. In fact, it has posted a different (and later negotiated) matter as Supplement 124 (Exhibits 16 and 17). Additionally, although Management argued that negotiations had to be completed to allow for implementation by September 9, 2012, it appears that the actual paperwork was not accomplished until 30-90 days later. For example, an SF-50 notifying Ms. Federoff of her reassignment to the new position

description was not transmitted until December 14, 2012, although the actual SF 50 states that it was effective September 9, 2012 (Exhibit 18). Finally, to our knowledge, although they have been removed from the bargaining unit, no or very few formerly bargaining unit employees have received confidential assignments beyond being included in staff meetings where personnel matters are discussed.

We believe the facts of this matter set forth a basis for a claim that Management has engaged in bad faith bargaining.

Union witnesses:

Carolyn Federoff – 617/994-8264

Dorothy Crow-Willard – 303/672-5344 x1351

Mark Matulef – 202/402-5763

Eddie Eitches – 202/402-2098



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-3000

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

Date: August 6, 2012

MEMORANDUM FOR: Edward Eitches, President, National Council of HUD
Locals 222

FROM: 
James Reynolds, Deputy Director Employee & Labor Relations &
Performance Management Division, AHED

SUBJECT: Office of General Counsel Realignment/Reorganization

This memorandum serves as notification pursuant to Article 5 of the HUD/AFGE Agreement that the Office of General Counsel plans to realign/redistribute the staff in the regional offices to create a high-performing, nimble workforce to face the workload challenges of the current housing and lending crisis. Specifically, OGC intends to eliminate the small practice groups in regional offices and create two divisions within each Office of Regional Counsel in Regions I-XIII. This structure will allow OGC to staff the legal work of the Department as funding for salaries decreases and assist with succession planning and attorney development. As part of the reorganization and in recognition of the new position descriptions, OGC plans to move the field and regional attorneys onto a 12/13/14 GS-905 career ladder.

Additionally, OGC plans to officially change OGC headquarters organization charts to reflect the transfer of two divisions to the Consumer Financial Protection Bureau.

Please see the attached realignment/reorganization plan which contains affected bargaining unit employees and their current and proposed position descriptions for your review. Please send all bargaining proposals to Employee & Labor Relations Division within ten (10) calendar days upon receipt of this notice.

Enclosure: FY 2012 OGC Realignment/Reorganization Plan

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OC LEGAL SERVICE CENTER - BOSTON	O'CONNELL, SYBIL A	Current PD# FC0014	BOSTON, MA	Change - Report to Deputy Gen Cnst
	BRANDWEIN, ABRAHAM	Current PD# 100666	BOSTON, MA	New PD# FC0063
OC LITIGATION	D ARPINO, ANN	Current PD# 100083	BOSTON, MA	New PD# FC0063
	GERRICK, REGINA	Current PD# FC0033	BOSTON, MA	New PD# FC0063
	GWOREK, BENJAMIN	Current PD# FC0010	BOSTON, MA	New PD# FC0062/FC0083
	LENOCI, KIMBERLY	Current PD# FC0010	BOSTON, MA	New PD# FC0062/FC0063
	LIGATTI, CHRISTOPHER	Current PD# FC0010	BOSTON, MA	New PD# FC0062/FC0063
	BATCHO, ERIC	Current PD# FC0011	BOSTON, MA	New PD# FC0061/FC0062/FC0063
	HOLLOWAY, REGINA	Current PD# FC0037	BOSTON, MA	Pen and Ink
	DONAHUE, CHARLOTTE	Current PD# FC0009	BOSTON, MA	New PD# FC0058
	FEDEROFF, CAROLYN	Current PD# 100082	BOSTON, MA	New PD# FC0058
	JANSEN-PORTER, TONYA	Current PD# FC0034	BOSTON, MA	New PD# FC0058
OFFICE OF COUNSEL - HARTFORD	KATZ, LINDA	Current PD# FC0009	BOSTON, MA	New PD# FC0058
	LODI, JOAN	Current PD# FC0014	BOSTON, MA	No Change
	MILLER, NOEL	Current PD# FC0010	HARTFORD, CT	New PD# FC0057/FC0058
	GIBSON-LARA, NICOLE	Current PD# FC0012	HARTFORD, CT	No Change
	MANGANARO, JOANNE	Current PD# FC0012	MANCHESTER, NH	No Change
	CUNZ, CHERYL	Current PD# FC0014	PROVIDENCE, RI	No Change
	ALVARADO, LORENA	Current PD# FC0021	NEW YORK, NY	New PD# FC0063
	CHAPPELL, NICOLE	Current PD# FC0009	NEW YORK, NY	New PD# FC0063
	DE MOURA, ANA ISABEL	Current PD# FC0009	NEW YORK, NY	New PD# FC0063
	GOIA, LOUIS	Current PD# FC0009	NEW YORK, NY	New PD# FC0063
OFFICE OF COUNSEL - MANCHESTER	KELLY, SEAN PATRICK	Current PD# FC0009	NEW YORK, NY	New PD# FC0063
	MURRAY, JULIA	Current PD# FC0021	NEW YORK, NY	New PD# FC0063
OFFICE OF COUNSEL - PROVIDENCE				
OC LEGAL SERVICE CENTER - NEW YORK				
OC LITIGATION				

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OC LITIGATION - Cont'd	SPRINGER-ELKERSON, IRIS	Current PD# FC0009	NEW YORK, NY	New PD# FC0063
	DANIELE-GILIBERTI, VALERIE	Current PD# FC0010	NEW YORK, NY	New PD# FC0062/FC0063
	CHENG, MABEL	Current PD# FC0014	NEW YORK, NY	Pen and Ink
	ELLWOOD, THOMAS	Current PD# FC0014	NEW YORK, NY	Pen and Ink
	CHUNG, JAEHOON	Current PD# FC0009	NEW YORK, NY	New PD# FC0058
	CRUISE, PATRICIA	Current PD# FC0009	NEW YORK, NY	New PD# FC0058
	LEVIN, ERICA	Current PD# FC0009	NEW YORK, NY	New PD# FC0058
	TROVATO, CHRISTOPHER	Current PD# FC0009	NEW YORK, NY	New PD# FC0058
	MITCHELL, SUSANNA	Current PD# FC0011	NEW YORK, NY	New PD# FC0056/FC0057/FC0058
	ROSS, ILENE	Current PD# FC0014	NEW YORK, NY	No Change
OFFICE OF COUNSEL - BUFFALO	LARVEY, BRENDA	Current PD# FC0014	BUFFALO, NY	No Change
	PROBIS, JENNIFER	Current PD# FC0012	BUFFALO, NY	No Change
OFFICE OF COUNSEL - NEWARK	LUBIN, JAMES	Current PD# FC0009	NEWARK, NJ	New PD# FC0058
	CABALLERO, DIANNA	Current PD# FC0010	NEWARK, NJ	New PD# FC0057/FC0058
	LAYTON, KAREN	Current PD# FC0014	NEWARK, NJ	No Change
	STOKES, MARGO	Current PD# 200130	NEWARK, NJ	No Change
	ROSS, ELIZABETH	Current PD# FC0014	PHILADELPHIA, PA	Pen and Ink
	KNEBELS, PATRICIA	Current PD# FC0023	PHILADELPHIA, PA	New PD# FC0063
	MARCHESE, RICHARD	Current PD# FC0040	PHILADELPHIA, PA	New PD# FC0063
	MCDERMOTT, LAWRENCE	Current PD# 300672	PHILADELPHIA, PA	New PD# FC0063
	CARAMENICO, MICHELE	Current PD# FC0010	PHILADELPHIA, PA	New PD# FC0062/FC0063
	BALDWIN, MARGARET	Current PD# FC0011	PHILADELPHIA, PA	New PD# FC0061/FC0062/FC0063
OC LEGAL SERVICE CENTER - PHILADELPHIA	CHAZIN, THERESA	Current PD# FC0014	PHILADELPHIA, PA	Pen and Ink
	SMITH, DONNA	Current PD# FC0014	PHILADELPHIA, PA	Pen and Ink
OC LITIGATION				

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OC PROGRAMS	DURHAM, ANDREA	Current PD# FC0009	PHILADELPHIA, PA	New PD# FC0058
	LEGO, JOHN R	Current PD# FC0052	PHILADELPHIA, PA	New PD# FC0058
	EDWARDS, WILLIAM	Current PD# FC0011	PHILADELPHIA, PA	New PD# FC0058/FC0057/FC0058
OFFICE OF COUNSEL - BALTIMORE	DROZ, BERRIOS, TERESITA	Current PD# FC0014	PHILADELPHIA, PA	No Change
	NILSSON, KEVIN	Current PD# FC0010	BALTIMORE, MD	New PD# FC0057/FC0058
	MOHR, AMBER	Current PD# FC0011	BALTIMORE, MD	New PD# FC0058/FC0057/FC0058
OFFICE OF COUNSEL - PITTSBURGH	GIBSON, STACY	Current PD# FC0014	BALTIMORE, MD	No Change
	BEHREND, DANIEL	Current PD# FC0019	PITTSBURGH, PA	New PD# FC0058/FC0057/FC0058
	DAUGHERTY, GERRY	Current PD# FC0014	PITTSBURGH, PA	No Change
OFFICE OF COUNSEL - RICHMOND	AUSTIN, DARRYL	Current PD# FC0049	RICHMOND, VA	New PD# FC0058
	JOHNSON, TERESA	Current PD# FC0014	RICHMOND, VA	No Change
	BROWDER, MARY	Current PD# FC0010	WASHINGTON, DC	New PD# FC0057/FC0058
OFFICE OF COUNSEL - WASHINGTON, DC	HIRKO, ELIZABETH	Current PD# FC0010	WASHINGTON, DC	New PD# FC0057/FC0058
	REDMOND, JANET	Current PD# FC0053	WASHINGTON, DC	No Change
	ALLEN, CAROLENE	Current PD# FC0012	ATLANTA, GA	Pen and Ink
OC OFFICE OF COUNSEL - ATLANTA	ALLEN, FRANKLIN	Current PD# FC0018	ATLANTA, GA	New PD# FC0065
	BROOKS-COWANS, FANTA	Current PD# FC0033	ATLANTA, GA	New PD# FC0063
	BURNS, JEFFREY	Current PD# 400532	ATLANTA, GA	New PD# FC0063
OC LITIGATION	de la CRUZ, SILVA	Current PD# FC0031	ATLANTA, GA	New PD# FC0063
	DELAY, CLARA	Current PD# FC0009	ATLANTA, GA	New PD# FC0063
	GOLDEN, EVELYN	Current PD# FC0021	ATLANTA, GA	New PD# FC0063
	MCMATT, JUD	Current PD# 400553	ATLANTA, GA	New PD# FC0063
	SMITH, SHERRI	Current PD# 300860	ATLANTA, GA	New PD# FC0063
	HOLLOWAY, SAMANTHA	Current PD# FC0010	ATLANTA, GA	New PD# FC0062/FC0063
	NGUYEN, TRUNG Q.	Current PD# FC0010	ATLANTA, GA	New PD# FC0062/FC0063
	GREEN, SHIRLEY	Current PD# 400621	ATLANTA, GA	Pen and Ink
	WILLIAMS, LESTER	Current PD# FC0014	ATLANTA, GA	Pen and Ink

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change	
OC PROGRAMS	HABER, JAN	Current PD# FC0009	ATLANTA, GA	New PD# FC0058	
	HARRY, JENNIFER	Current PD# FC0016	ATLANTA, GA	New PD# FC0058	
	STRONG-WOODSON, OTTINA	Current PD# FC0009	ATLANTA, GA	New PD# FC0058	
	LAMPKIN, SYLLORIS D	Current PD# FC0010	ATLANTA, GA	New PD# FC0057/FC0058	
	BROWN TUCKER, GLADYS	Current PD# FC0014	ATLANTA, GA	No Change	
	SOCKWELL, SANDRA	Current PD# FC0012	ATLANTA, GA	No Change	
	LECZNAK, ROBERTA	Current PD# FC0014	BIRMINGHAM, AL	No Change	
	YOMA AWIN, MONICA	Current PD# FC0010	SAN JUAN, PR	New PD# FC0057/FC0058	
	COIRA, LAURA	Current PD# FC0014	SAN JUAN, PR	No Change	
	ANDERSON, JONATHAN	Current PD# FC0010	GREENSBORO, NC	New PD# FC0057/FC0058	
OFFICE OF COUNSEL - GREENSBORO	REIS, ERIN	Current PD# FC0019	GREENSBORO, NC	New PD# FC0058/FC0057/FC0058	
	TEMPLE, TERESA	Current PD# HC0298	GREENSBORO, NC	No Change	
	MITCHELL, KENDRA	Current PD# FC0013	JACKSON, MS	No Change	
	SHAPIRO, JESSICA	Current PD# FC0010	JACKSONVILLE, FL	New PD# FC0057/FC0058	
	WERSHBALE, JAMIE	Current PD# FC0010	JACKSONVILLE, FL	New PD# FC0057/FC0058	
	BRUSH, LYDIA	Current PD# FC0014	JACKSONVILLE, FL	No Change	
	ABSHER, BARBARA	Current PD# FC0014	LOUISVILLE, KY	No Change	
	MCKENZIE-JOHN, KOREN	Current PD# FC0047	MIAMI, FL	New PD# FC0058	
	ROCHE GARCIA, CHALI	Current PD# FC0009	MIAMI, FL	New PD# FC0058	
	JACOBS, SORELLA	Current PD# FC0010	MIAMI, FL	New PD# FC0057/FC0058	
OFFICE OF COUNSEL - NASHVILLE	ROWELLS, MICHAELNE	Current PD# FC0014	MIAMI, FL	No Change	
	MONACO, CHRISTA	Current PD# FC0012	NASHVILLE, TN	No Change	
	FIGUEROA, DOLORES	Current PD# FC0014	CHICAGO, IL	Pen and Ink	
	FRANCO, OFELIA	Current PD# FC0009	CHICAGO, IL	New PD# FC0083	
	MASSOURAS, THOMAS	Current PD# FC0009	CHICAGO, IL	New PD# FC0083	
	WEBSTER, JAMES	Current PD# FC0009	CHICAGO, IL	New PD# FC0083	
	YOCHIM, ELISA	Current PD# 500487	CHICAGO, IL	New PD# FC0083	
	OC LEGAL SERVICE CENTER - CHICAGO				
OC LITIGATION					

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change	
OC LITIGATION - Cont'd	ROSENTHAL, DANA	Current PD# FC0009	CHICAGO, IL	New PD# FC0063	
	SUWA, BARBARA	Current PD# FC0009	CHICAGO, IL	New PD# FC0063	
	FISHMAN, JARET R	Current PD# FC0010	CHICAGO, IL	New PD# FC0062/FC0063	
	KALVEN, MICHAEL	Current PD# FC0010	CHICAGO, IL	New PD# FC0062/FC0063	
	KIM, SOL TERENCE	Current PD# FC0010	CHICAGO, IL	New PD# FC0062/FC0063	
	JACKSON-WALKER, MARILYN	Current PD# FC0014	CHICAGO, IL	Pen and Ink	
	WASHINGTON, BENITA	Current PD# FC0014	CHICAGO, IL	Pen and Ink	
	ADAMS, LISA	Current PD# FC0009	CHICAGO, IL	New PD# FC0058	
	BAGUIO, MARIA	Current PD# FC0021	CHICAGO, IL	New PD# FC0058	
	SHOTO, LORRAINE	Current PD# FC0021	CHICAGO, IL	New PD# FC0058	
	TURNER, CAROL	Current PD# FC0009	CHICAGO, IL	New PD# FC0058	
	WILLIAMS, CHARLES	Current PD# FC0009	CHICAGO, IL	New PD# FC0058	
	BERKE, MICHAEL	Current PD# FC0010	CHICAGO, IL	New PD# FC0057/FC0058	
	HARRIS, KIM	Current PD# FC0010	CHICAGO, IL	New PD# FC0057/FC0058	
OFFICE OF COUNSEL - CLEVELAND	SMITH-CONROY, AMYJO	Current PD# FC0010	CHICAGO, IL	New PD# FC0057/FC0058	
	TOWEY, MATTHEW	Current PD# FC0010	CHICAGO, IL	New PD# FC0057/FC0058	
	FLOWERS, ALISON	Current PD# FC0011	CHICAGO, IL	New PD# FC0056/FC0057/FC0058	
	CHAMBERS, VIRGINIA	Current PD# FC0014	CHICAGO, IL	No Change	
	BELL, LINDA	Current PD# FC0014	CHICAGO, IL	No Change	
	ARROYO, ANGEL	Current PD# 500486	CLEVELAND, OH	New PD# FC0058	
	EDMONDS, J. TIMOTHY	Current PD# FC0010	CLEVELAND, OH	New PD# FC0057/FC0058	
	SWIATEK, MARY	Current PD# FC0014	CLEVELAND, OH	No Change	
	GLOVER, ROSALIND	Current PD# FC0014	COLUMBUS, OH	No Change	
	JOHNS, HEATHER	Current PD# FC0010	INDIANAPOLIS, IN	New PD# FC0057/FC0058	
	WESTERMAN, MARCIA	Current PD# FC0014	INDIANAPOLIS, IN	No Change	
	PETERS, MARGARET	Current PD# FC0015	MILWAUKEE, WI	New PD# FC0015/FC0014	
	OFFICE OF COUNSEL - MILWAUKEE				

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OFFICE OF COUNSEL - MINNEAPOLIS	SCHWARZ, AMY	Current PD# FC0010	MINNEAPOLIS, MN	New PD# FC0057/FC0058
	SORENSEN JR, S. CHARLES	Current PD# FC0010	MINNEAPOLIS, MN	New PD# FC0057/FC0058
	KIELAS, MICHELLE	Current PD# FC0014	MINNEAPOLIS, MN	No Change
OC LEGAL SERVICE CENTER - FORT WORTH	ALLEN, ERIN	Current PD# 600266	FORT WORTH, TX	Pen and Ink
	HOLLAND, DEBBIE	Current PD# 600218	FORT WORTH, TX	Pen and Ink
	KENYON, SUSAN	Current PD# 600671	FORT WORTH, TX	Pen and Ink
	HOLIDAY, WANDA	Current PD# 600670	FORT WORTH, TX	Pen and Ink
	BAILEY, DERENDA	Current PD# FC0014	FORT WORTH, TX	Pen and Ink
	KINNEAR, CHRISTOPHER	Current PD# FC0009	FORT WORTH, TX	New PD# FC0058
	HORTON, CAROL	Current PD# 600164	FORT WORTH, TX	No Change
OFFICE OF COUNSEL - HOUSTON	SPINKS, VICKIE	Current PD# FC0014	FORT WORTH, TX	No Change
	LEWIS, NANETTE	Current PD# FC0014	HOUSTON, TX	No Change
OFFICE OF COUNSEL - LITTLE ROCK	HOLLAND, BRIDGETTA	Current PD# FC0014	LITTLE ROCK, AR	No Change
	TUCKER, GWENDOLYN	Current PD# FC0014	NEW ORLEANS, LA	No Change
OFFICE OF COUNSEL - NEW ORLEANS	TURNER, EMILY	Current PD# HC0291	NEW ORLEANS, LA	No Change
	FOX, GAYLENE	Current PD# 601075	OKLAHOMA CITY, OK	No Change
OFFICE OF COUNSEL - OKLAHOMA CITY	SURRATT, BRIAN	Current PD# FC0011	SAN ANTONIO, TX	New PD# FC0056/FC0057/FC0058
	CABALLERO, SYLVIA	Current PD# FC0014	SAN ANTONIO, TX	No Change
OC LEGAL SERVICE CENTER - KANSAS CITY	EASON, ALPHONSO	Current PD# FC0042	KANSAS CITY, KS	New PD# FC0063
	MCTIGHE, KRISTY	Current PD# FC0038	KANSAS CITY, KS	New PD# FC0063
	VARNEY, KATHERINE	Current PD# FC0023	KANSAS CITY, KS	New PD# FC0063
	LEVITAN, YULIYA	Current PD# FC0010	KANSAS CITY, KS	New PD# FC0062/FC0063

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OC LITIGATION - Cont'd	OUSLEY, HEATHER	Current PD# FC0010	KANSAS CITY, KS	New PD# FC0062/FC0063
	MONSON, MARY	Current PD# FC0035	KANSAS CITY, KS	Pen and Ink
	PHILLIPS, DEBORAH	Current PD# 500255	KANSAS CITY, KS	No Change
OC PROGRAMS	LAXSON, BRADLEY	Current PD# FC0009	KANSAS CITY, KS	New PD# FC0058
	PARK, LAWRENCE	Current PD# FC0033	KANSAS CITY, KS	New PD# FC0058
OFFICE OF COUNSEL - DES MOINES	HAN, SANG KI	Current PD# FC1049	DES MOINES, IA	New PD# FC0058
	GAUMER, SUSAN	Current PD# FC0012	DES MOINES, IA	No Change
OFFICE OF COUNSEL - OMAHA	JONES, JOHN	Current PD# FC0015	OMAHA, NE	New PD# FC0015/FC0014
OFFICE OF COUNSEL - ST. LOUIS	FINER, DOUGLAS	Current PD# FC0047	ST LOUIS, MO	New PD# FC0058
OC LEGAL SERVICE CENTER - DENVER	BERKEN, MICHELLE	Current PD# FC0015	ST LOUIS, MO	New PD# FC0015/FC0014
	TURNER, PAULINE BETTY	Current PD# FC0015	DENVER, CO	New PD# FC0015/FC0014 and Rpt to Deputy Gen Cnsl
OC LITIGATION	ALLARD, NICOLE	Current PD# FC0009	DENVER, CO	New PD# FC0063
	MUSSETTER, MATTHEW	Current PD# FC0009	DENVER, CO	New PD# FC0063
	WALTERS, GREGORY	Current PD# FC0009	DENVER, CO	New PD# FC0063
	LOPEZ, GABRIEL B	Current PD# FC0010	DENVER, CO	New PD# FC0062/FC0063
	MOUNTAIN, ZACHARY	Current PD# FC0011	DENVER, CO	New PD# FC0061/FC0062/FC0063
	RATTERMAN, COLIN	Current PD# FC0010	DENVER, CO	New PD# FC0062/FC0063
	VASQUEZ, ANGELA	Current PD# FC0014	DENVER, CO	No Change
	CROW WILLARD, DOROTHY	Current PD# FC0009	DENVER, CO	New PD# FC0058
	MEYER, LESLEY A	Current PD# FC0009	DENVER, CO	New PD# FC0058
	RICHTER, MICHAEL	Current PD# FC0009	DENVER, CO	New PD# FC0058
	ROLAND, KENNETH	Current PD# FC0016	DENVER, CO	New PD# FC0058
	CYPERS, ELIZABETH	Current PD# FC0010	DENVER, CO	New PD# FC0057/FC0058
	LOPER, JESSE	Current PD# FC0010	DENVER, CO	New PD# FC0057/FC0058
OC PROGRAMS	PINGLEY, MELISSA	Current PD# FC0010	DENVER, CO	New PD# FC0057/FC0058
	BEAMAN, TAMAR	Current PD# FC0014	DENVER, CO	No Change

**Office of General Counsel
Current and Proposed Staffing Plan FY 2012 - Reorganization**

Office Name	Employee Name	Current PDs	Duty Station	Proposed Staffing Change
OC LEGAL SERVICE CENTER - SEATTLE	JACOBSON, REBECCA	Current PD# FC0023	SEATTLE, WA	New PD# FC0063
	LAMPERT RYAN, MELANIE	Current PD# FC0009	SEATTLE, WA	New PD# FC0063
	RIGGS, JO ANN	Current PD# FC0023	SEATTLE, WA	New PD# FC0063
	BROADHEAD, ROXANNE	Current PD# FC0009	SEATTLE, WA	New PD# FC0058
	HALL, ERIKA	Current PD# S00177	SEATTLE, WA	New PD# FC0058
	STEHR, BARBARA	Current PD# FC0014	SEATTLE, WA	No Change
	CARRATURO, ANNE	Current PD# FC0024	SEATTLE, WA	No Change
	HARRIS, ROBERT	Current PD# FC0012	ANCHORAGE, AK	No Change
	EVERT, JENNIFER	Current PD# FC0009	PORTLAND, OR	New PD# FC0058
OFFICE OF COUNSEL - ANCHORAGE	PAOLLILI, TAWNAYA L	Current PD# FC0015	PORTLAND, OR	No Change
OFFICE OF COUNSEL - PORTLAND				



Request for Messenger Service

U.S. Department of Housing and Urban Development

INSTRUCTIONS: Indicate sequence of action by inserting a "1" in appropriate box below to show which action is first and "2" for that which follows.

Pickup From		Deliver To	
Name	Phone No.	Name	Phone No.
Samuel Williams	432-2222	Eddie S. Johnson	
Location		Location	
2150		N.A. 100	
Sender Signature		Recipient Signature	
<i>[Signature]</i>		<i>[Signature]</i>	
Date	Time	Date	Time
1/1/81	4:07	1/1/81	4:07

Check Box(es) Regarding Service Quality

Sender

Timely Pickup

Late Pickup

Recipient

Timely Delivery

Late Delivery

Comments:

OCC Building/Room 1924

Messenger Name: *[Signature]*

- White - To be signed and returned to Courier
- Yellow - For receiving unit
- Pink - Copy for sending office
- Gold - To be returned to sending office

Previous editions are obsolete

Retain this record for three to six years.



HUD-33 (10-84)
 HB-2222 Rev. 1 &
 HB-2222.3



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

August 10, 2012

MEMORANDUM FOR: James Reynolds, Deputy Director, Employee & Labor Relations
& Performance Management Division, AHED

FROM: Carolyn Federoff, Executive Vice President, AFGE Council 222

SUBJECT: Demand to Bargain
Office of General Counsel Realignment/Reorganization

Please accept this demand to bargain in response to your August 6, 2012, notice of the subject change in working conditions issued pursuant to Article 5 of the HUD/AFGE Agreement. Additionally, we are seeking information missing from the notice. Council President Eitches will advise you of a Chief Negotiator in this matter. For the time being, please continue to send information to the Mid-Term Bargaining committee as previously identified by CP Eitches.

Article 5 Section 5.04(3) of the Agreement lists the information that is to be provided to the Union with the Article 5 notice. The notice that was received on August 6, 2012, is deficient in the following areas:

1. Item 3(b), impact, if any, upon upward mobility and/or career ladder positions;
2. Item 3(c), list of employees who will have a different first or second line supervisor as a result of the reorganization;
3. Item 3(d), impact, if any, upon employee's receipt of performance ratings;
4. Item 3(e), copies of the position descriptions for new positions identified in the staffing plan;
5. Item 3(g), identification of any new positions created as a result of the reorganization;
6. Item 3(i), names of any employees who will be moved as a result of the reorganization; and
7. Item 3(j), a copy of the before and after organization charts.

Please provide this information within 5 days, so as not to delay the Union's ability to prepare proposals.

Below are the Union's preliminary proposals. We reserve the right to amend, add, or delete provisions in accordance with Article 5 of the Agreement.

1. **Status Quo:** The Department shall maintain status quo until all bargaining, including impasse and negotiability proceedings, are completed.
2. **Affect on Outstationed Employees:** The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters.
3. **Bargaining Unit Status:** No employee shall be removed from the bargaining unit as a result of this reorganization.
4. **Affect of Personnel Related Work on Career Ladder Changes:** Management acknowledges that the career ladder to GS-14 for Attorneys in the Field is not dependent upon the reassignment of personnel related work.
5. **Expression of Interest:** Employees shall be given thirty (30) days to express interest in remaining in their current position or in being assigned to a new position. Management agrees to consider the employee's expression of interest. Where multiple qualified employees express interest in reassignment, employees shall be offered reassignment in seniority order.
6. **Reduction in Force (RIF):** This re-organization shall have no adverse affect on employees who remain in their current position or are transferred to another position in the application of RIF criterion. e.g. No adverse impact on competitive area, or competitive level
7. **Furlough:** This re-organization shall have no adverse affect on employees who remain in their current positions or are transferred to another position as a result of this reorganization in the implementation of furlough, should one occur.
8. **Relocation, Separation, Downgrade:** No bargaining unit employee shall be involuntarily relocated, separated or downgraded as a result of this reorganization.
9. **Promotions/Upward Mobility:** There will be no adverse impact on any employees' promotions, upward mobility, or career ladder position as a result of this reorganization.
10. **Teleworking:** There shall be no adverse impact to telework agreements of the affected employees. OGC will issue a notice affirming the ability of all employees to participate in the Department's telework program 3 day per week.
11. **Reasonable Accommodations:** There shall be no adverse impact to any reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation previously approved will remain in force. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization.

12. **Annual Leave:** Annual leave previously approved shall not be rescinded as a result of this reorganization.
13. **Work Schedules:** There shall be no change to employees work schedules as a result of this reorganization. i.e. flex schedule, 4-10, 5/4/9's or 6:00 a.m. start.
14. **Space:** There shall be no adverse impact to any workspace of any affected employee.
15. **Interim Rating:** Any employee being reassigned from one position to another or from one supervisor to another shall be given an interim rating by the current supervisor. The interim rating shall be a rating of record, and shall be communicated in writing to the employee within thirty days of the effective date of the change in position. The final ratings of employees shall not be delayed as a result of this reorganization.
16. **Workload Management:** The workload changes as a result of this reorganization shall be discussed with the Union in a collaborative forum.
17. **Training:**
 - a. Initial Training: HUD will provide subject matter training within twelve months appropriate to new position descriptions and assignments, including but not limited to training that provides continuing education units (CEUs) to attorneys who are licensed in CEU states.
 - b. Rotations: HUD will provide the opportunity for rotations to Headquarters, Regional Offices, and Field Offices to provide on-the-job training for attorneys with new PDs and assignments.
 - c. Exchange Program: HUD will establish an attorney exchange program between Headquarters and the Field to facilitate cross-training and HQ-field collaboration.
 - d. Ongoing Evaluation: The Parties agree that training needs will be assessed on an ongoing basis.
18. **Elements and Standards. Performance Appraisal:** The Parties agree that employees' elements and standards may change as a result of this reorganization. The Agreement, including Supplement 91, will be followed. This includes, but is not limited to, following the SMART guidelines and permitting the Union to participate in the meetings to facilitate the expected changes. Employees' performance appraisals shall not be adversely affected on the basis of the reorganization and assignment in areas of the law in which employees are not certified or otherwise formally trained.
19. **Transfer of Function:** There shall be no transfer of functions, as defined in Article 15 of the CBA as a result of this reorganization.
20. **Contracting Out:** No functions shall be contracted out as a result of this reorganization.

21. **Local Bargaining:** The Local Union shall receive notifications in accordance with Article 5 of the Agreement regarding local changes that may occur to bargaining unit employees including but not limited to moves, details and reassignments.

If you have any questions, please call me at 617/994-8264.

cc: Eddie Eitches, Council President
Sherry Norton, Chair, Mid-Term Bargaining Committee
Executive Board and Local President, AFGE Council 222

Federoff, Carolyn

From: Cruciani, Linda M
Sent: Tuesday, August 28, 2012 1:19 PM
To: Federoff, Carolyn
Cc: Reynolds, James M; Kelly, Sinthea; Washburn, Tenille E; Griggs, Kiara B
Subject: Management response to AFGE's proposal on the OGC reorganization
Attachments: Management response to AFGE re OGC reorganization.docx

Carolyn,

I have attached management's response to your proposal. Most of the red are comments noting issues that we should discuss.

I have someone amending the to/from chart to identify which employees will be getting a new supervisor.

Here is the link to the position descriptions and reorganization charts:

<http://hudatwork.hud.gov/po/c/aboutus.cfm>

If you want to have in-person negotiations, OGC would pay for the travel. In the interest of time and being mindful of your upcoming negotiations, I would like to have some or all of negotiations by phone.

Dates that work:

I can move some items on Friday, August 31 and try to be available all day.

Tuesday, September 4 before 1:00 pm.

All day on Friday, September 7.

Thank you,
Linda

1. **Status Quo:** The Department shall maintain status quo until all bargaining, including impasse and negotiability proceedings, are completed. AFGE understands that all bargaining must be completed by September 7, 2012, for the attorney career ladder promotions, created by the reorganization, to go into effect in FY2012 and that there is no guarantee that these attorney career ladder promotions will be available in FY2013.

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2. **Affect on Outstationed Employees:** The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters. [Note: we should discuss this. Outstationed DEC employees are not impacted. DEC attorneys/Field Program Enforcement attorneys were reassigned to regional offices under George Weidenfeller and absorbed into the bargaining units of the regional offices (both AFGE and NFFE.) The two outstationed attorneys who are not program enforcement attorneys are Dennis Murikamy and Faye Austin and they are covered by the NFFE agreement and NFFE has been representing them.]

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3. **Bargaining Unit Status:** No employee shall be removed from the bargaining unit as a result of this reorganization.

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4. **Affect of Personnel Related Work on Career Ladder Changes:** Management acknowledges that the career ladder to GS-14 for Attorneys in the Field is not dependent upon the reassignment of personnel related work.

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5. **Expression of Interest:** After the reorganization takes place, employees shall be given thirty (30) days to express interest in remaining in their current position or in being re assigned to a trial attorney or attorney advisor a new position. Management agrees to consider the employee's expression of interest. Where multiple qualified employees express interest in reassignment, employees shall be offered reassignment in seniority order.

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4. **Reduction in Force (RIF):** This reorganization will have no adverse affect on employees who remain in their current position or are transferred to another position in the application of RIF criterion, e.g. no adverse impact on competitive area, or competitive level, should one occur.

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6. This re-organization shall have no adverse affect on employees who remain in their current position or are transferred to another position in the application of RIF criterion. e.g. No adverse impact on competitive area, or competitive level.

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7. **5. Furlough:** This re-organization shall will have no adverse affect on employees who remain in their current positions or are transferred to another position as a result of this reorganization in the implementation of furlough, should one occur.

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8. **6. Relocation, Separation, Downgrade:** No bargaining unit employee shall will be involuntarily relocated, separated or downgraded as a result of this reorganization.

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7. **Promotions/Upward Mobility:** There will be no adverse impact on any employees' promotions, upward mobility, or career ladder position as a result of this reorganization

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10. **8. Teleworking and Work Schedules:** Telework agreements and work schedules of the employees reassigned to either the Litigation or Programs Division within the Regional Office may

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be revisited to provide appropriate office coverage and legal services to the Department. The rework agreements and work schedules of the bargaining unit employees in the Offices of Associate Regional Counsel for Housing Finance and Programs are not impacted by this reorganization. There shall be no adverse impact to telework agreements of the affected employees. OGC will issue a notice affirming the ability of all employees to participate in the Department's telework program 3 day per week.

9. Reasonable Accommodations: The reorganization will not create any adverse impacts to the. There shall be no adverse impact to any reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation previously approved will remain in force. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization. [Note: Some accommodations are for temporary disabilities. We should discuss "remain in force." It is not our intent to disrupt any reasonable accommodations.]

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11.

10. Annual Leave: Annual leave previously approved shall not be rescinded as a result of this reorganization.

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2. Work Schedules: There shall be no change to employees work schedules as a result of this reorganization. i.e. flex schedule, 4-10, 5/4/0's or 6:00 a.m. start.

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11. Space: There shall be no adverse impact to any workspace of any affected employee. The parties agree there will be some local office moves as a result of this reorganization and the Agency will follow the CBA and HUD Handbook 2200.01.

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12. Interim-Final Rating: All employees will receive the final FY 2012 rating based upon the performance plan that existed as of September 8, 2012, and from their current supervisor as of September 8, 2012. These interim and final ratings shall be communicated in writing to the employee by October 31, 2012. The Union hereby waives any further notice or opportunity to bargain this change to the appraisal cycle performance period under the CBA.

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4. Any employee being reassigned from one position to another or from one supervisor to another shall be given an interim rating by the current supervisor. The interim rating shall be a rating of record, and shall be communicated in writing to the employee within thirty days of the effective date of the change in position. The final ratings of employees shall not be delayed as a result of this reorganization.

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5. Workload Management: The workload changes as a result of this reorganization shall be discussed with the Union in a collaborative forum.

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6. 13. Training:

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a. Initial Training: HUD will provide subject matter training to all impacted employees within twelve months, appropriate to new position descriptions and assignments, including but not limited to training that provides continuing education units (CEUs) to attorneys who are licensed in CEU states.

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b. Rotations: HUD will provide the opportunity for rotations to Headquarters, Regional

Offices, and Field Offices to provide on-the-job training for attorneys with new PDs and assignments. (OGC favors rotations, but the President has cut travel by 30% in FY2013.)
e. Exchange Program: HUD will establish an attorney exchange program between Headquarters and the Field to facilitate cross-training and HQ-field collaboration.
d. Ongoing Evaluation: The Parties agree that training needs will be assessed on an ongoing basis.

7. **14. Elements and Standards. Performance Appraisal**: The Parties agree that employees' elements and standards ~~may will~~ change as a result of this reorganization in FY2013. The Agreement, including Supplement 91, will be followed. This includes, but is not limited to, following the SMART guidelines and permitting the Union to participate in the meetings to facilitate the expected changes. ~~Employees' performance appraisals shall not be adversely affected on the basis of the reorganization and assignment in areas of the law in which employees are not certified or otherwise formally trained. [The reorganization involves attorneys who have received a formal legal education. There are no certifications involved. Please clarify what is meant by this.]~~

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8. ~~Transfer of Function~~: There shall be no transfer of functions, as defined in Article 15 of the CBA as a result of this reorganization.

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9. ~~Contracting Out~~: No functions shall be contracted out as a result of this reorganization. ~~[OGC is currently contracting out a limited number of closings. This contract is expected to expire when the refinancing market for FHA cools and is only being used by Regional Offices that have exceeded their capacities.]~~

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10. **15. Local Bargaining**: The Local Union shall receive notifications in accordance with Article 5 of the Agreement regarding local changes that may occur to bargaining unit employees including ~~but not limited to moves, details and reassignments.~~ [No details are anticipated. The reassignments will all be done with the reorganization. A limited number of local moves may occur and they will be subject to bargaining.]

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U-2 8/30/12

1. Status Quo: The Department shall maintain status quo until all bargaining, including impasse and negotiability proceedings, ~~is~~ are completed. ~~AFGE agrees to make reasonable efforts to complete~~ ~~understands that all bargaining must be completed by September 7, 2012, to assist Management in ensuring that for the attorney career ladder promotions, created by the reorganization, to go into effect in FY2012, and that there is no guarantee that these attorney career ladder promotions will be available in FY2013.~~

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2. Affect on Outstationed Employees: The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters. [Note: we should discuss this. Outstationed DEC employees are not impacted. DEC attorneys/Field Program Enforcement attorneys were reassigned to regional offices under George Weidenfeller and absorbed into the bargaining units of the regional offices (both AFGE and NFFE.) The two outstationed attorneys who are not program enforcement attorneys are Dennis Murikamyi and Faye Austin and they are covered by the NFFE agreement and NFFE has been representing them.] [Let's discuss. We may be able to eliminate this based upon your statement above.]

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~~3. Bargaining Unit Status: No employee shall be removed from the bargaining unit as a result of this reorganization.~~

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3. Bargaining Unit Status: The proportion of bargaining unit employees shall not be reduced as a result of the reorganization. GS-14 bargaining unit attorneys currently handling litigation (including, but not limited to, Fair Housing, procurement, bankruptcy, defensive litigation, etc.) shall not be removed from the bargaining unit as a result of this reorganization. Other employees shall be members of the bargaining unit until such time as the employee is assigned a Labor-Management arbitration or personnel hearing. Management agrees not to assign a Labor-Management arbitration or a personnel hearing to an attorney serving in an elected or appointed Union position.

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~~4. Affect of Personnel Related Work on Career Ladder Changes: Management acknowledges that the career ladder to GS-14 for Attorneys in the Field is not dependent upon the reassignment of personnel-related work.~~

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4. Affect of Personnel Related Work on Career Ladder Changes: Management acknowledges that the career ladder to GS-14 for Attorneys in the Field is not dependent upon the reassignment of personnel related work.

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5. 5.3. Expression of Interest: With the exception of Region X which will maintain a single division, on the date the reorganization takes effect, all employees will be assigned to the Litigation or Program division so as to allow them to perform work substantially consistent with their current duties. Although remaining in a single division, employees in Region X nonetheless will be assigned to positions that allow them to perform work substantially consistent with their current duties. After the reorganization takes place, employees attorneys shall be given thirty (30) days to express interest in remaining in their current position or in being re-assigned to a trial attorney or attorney advisor a new position. Support staff shall be given thirty (30) days to express interest in being re-assigned to another division. Management agrees to consider the employee's expression of interest. Where multiple qualified employees express interest in reassignment, employees shall be offered reassignment in seniority order. Where multiple qualified employees express interest in reassignment, employees shall be offered reassignment in seniority order.

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~~64. Reduction in Force (RIF): This reorganization will have no adverse affect on employees who remain in their current position or are transferred to another position in the application of RIF criterion: (e.g. no adverse impact on competitive area, or competitive level), should one occur.~~

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~~6. This re-organization shall have no adverse affect on employees who remain in their current position or are transferred to another position in the application of RIF criterion. e.g. No adverse impact on competitive area, or competitive level.~~

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~~7. 75. Furlough: This re-organization shall will have no adverse affect on employees who remain in their current positions or are transferred to another position as a result of this reorganization in the implementation of furlough, should one occur.~~

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~~8. 86. Relocation, Separation, Downgrade: No bargaining unit employee shall will be involuntarily relocated, separated or downgraded as a result of this reorganization.~~

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~~9. 97. Promotions/Upward Mobility: There will be no adverse impact on any employees' promotions, upward mobility, or career ladder position as a result of this reorganization.~~

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~~9.~~

~~10. 108. Teleworking and Work Schedules: Telework agreements and work schedules of the employees reassigned to either the Litigation or Programs Division within the Regional Office may be revisited in accordance with HUD's negotiated telework policy. to provide appropriate office coverage and legal services to the Department. The telework agreements and work schedules of the bargaining unit employees in the Offices of Associate Regional Counsel for Housing Finance and Programs are not impacted by this reorganization. There shall be no adverse impact to telework agreements of the affected employees. OGC will issue a notice affirming the ability of all employees to participate in the Department's telework program 3 day per week.~~

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~~11. 119. Reasonable Accommodations: The reorganization will not create any adverse impacts to the. There shall be no adverse impact to any reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation previously approved will remain in force. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization. [Note: Some accommodations are for temporary disabilities. We should discuss "remain in force." It is not our intent to disrupt any reasonable accommodations.] [Let's discuss.]~~

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~~11.~~

~~1. 124. Annual Leave: Annual leave previously approved shall not be rescinded as a result of this reorganization.~~

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~~2. Work Schedules: There shall be no change to employees work schedules as a result of this reorganization. i.e. flex schedule, 4-10, 5/4/9's or 6:00 a.m. start.~~

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~~13. Work Schedules: Any change to employees' work schedules as a result of this reorganization shall be done in accordance with the HUD/AFGE Agreement.~~

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~~1. 141. Space: There shall be no adverse impact to any workspace of any affected employee. The parties agree that if there are will be some local office moves as a result~~

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of this reorganization, the Parties at the local level will address the changes in accordance with the HUD/AFGE Agreement and the Agency will follow the CBA and HUD Handbook 2200.01.

3.

~~1512. Interim-Final Rating: Because of the impracticability of changing performance plans and/or supervisors with only three weeks remaining in the appraisal cycle, the Parties agree that there will be no change in assignments or supervisors until the end of the appraisal cycle. If need be, employees will be considered to be on detail to their former positions until the end of the appraisal cycle to allow for timely final ratings. All employees will receive the final FY 2012 rating based upon the performance plan that existed as of August 31/September 8, 2012, and from their current supervisor as of August 31/September 8, 2012. These interim and final ratings shall be communicated in writing to the employee by October 31, 2012. The Union hereby waives any further notice or opportunity to bargain this change to the appraisal cycle performance period under the CBA.~~

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~~4. Any employee being reassigned from one position to another or from one supervisor to another shall be given an interim rating by the current supervisor. The interim rating shall be a rating of record, and shall be communicated in writing to the employee within thirty days of the effective date of the change in position. The final ratings of employees shall not be delayed as a result of this reorganization.~~

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~~5. Workload Management: The workload changes as a result of this reorganization shall be discussed with the Union in a collaborative forum.~~

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6. ~~1613. Training:~~

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~~a. Initial Training: HUD will provide subject matter training to all impacted employees within twelve months appropriate to new position descriptions and prior to new assignments thereunder, appropriate to new position descriptions and assignments, including but not limited to training that provides continuing education units (CEUs) to attorneys who are licensed in CEU states.~~

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~~b. Rotations: Subject to funding availability, HUD will provide the opportunity for rotations to Headquarters, Regional Offices and Field Offices to provide on-the-job training for employees with new PDs and assignments. Rotations: HUD will provide the opportunity for rotations to Headquarters, Regional Offices, and Field Offices to provide on-the-job training for attorneys with new PDs and assignments. (OGC favors rotations, but the President has cut travel by 30% in FY2013.)~~

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~~c. Exchange Program: Subject to funding availability, HUD will establish an attorney exchange program between Headquarters and the Field to facilitate cross-training and HQ/Field collaboration. Exchange Program: HUD will establish an attorney exchange program between Headquarters and the Field to facilitate cross-training and HQ field collaboration.~~

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~~d. Ongoing Evaluation: The Parties agree that training needs will be assessed on an ongoing basis.~~

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7. ~~1714. Elements and Standards. Performance Appraisal: The Parties agree that employees' elements and standards may will change as a result of this reorganization in FY2013. The Agreement, including Supplement 91, will be followed. This includes, but is~~

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not limited to, following the SMART guidelines and permitting the Union to participate in the meetings to facilitate the expected changes. ~~Employees' performance appraisals shall not be adversely affected on the basis of the reorganization and assignment in areas of the law in which employees are not certified or otherwise formally trained.~~ Employees' performance appraisals shall not be adversely affected on the basis of the reorganization or on assignments in areas of the law in which employees are not trained or experienced at the appropriate grade level. [The reorganization involves attorneys who have received a formal legal education. There are no certifications involved. Please clarify what is meant by this.] [We've tried to clarify the above. The thought is that if a journey level attorney is suddenly assigned work that is completely new to him/her, s/he will not be held to the journey level standard for that work. A GS-14 Fair Housing attorney suddenly assigned LEAN closings should not be held to a GS-14 Program Operations attorney standard.]

~~8. **Transfer of Function:** There shall be no transfer of functions, as defined in Article 15 of the CBA as a result of this reorganization. [Why did you strike this? Is there a plan for a transfer of function?]~~

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~~9. **18. Contracting Out:** No functions not already being contracted out shall be contracted out as a result of this reorganization. **Contracting Out:** No functions shall be contracted out as a result of this reorganization. [OGC is currently contracting out a limited number of closings. This contract is expected to expire when the refinancing market for FHA cools and is only being used by Regional Offices that have exceeded their capacities.]~~

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~~10. **1915. Local Bargaining:** The Local Union shall receive notifications in accordance with Article 5 of the Agreement regarding local changes that may occur to bargaining unit employees including ~~but not limited to~~ but not limited to moves, details and reassignments. [No details are anticipated. The reassignments will all be done with the reorganization. A limited number of local moves may occur and they will be subject to bargaining.]~~

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Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, August 31, 2012 11:34 AM
To: Cruciani, Linda M
Cc: Crowwillard, Dorothy C; Matulef, Mark L; Eitches, Edward E
Subject: OGC Reorg: paragraph 1, U3

I'll explain our thoughts about this in our Live Meeting, but I want you to have the text:

1. **Implementation:** Though issues may remain outstanding, the Parties agree to implementation by September 9, 2012. The Parties further agree to expeditiously pursue further negotiations, impasse proceedings and/or negotiability appeals, as appropriate, to resolve all issues outstanding as of September 9, and to implement the results expeditiously.

Carolyn Federoff, EVP
AFGE Council 222
617/994-8264

5 CFR § 500.404 (2) 52 wks for promotion at GS-12
& above.

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, August 31, 2012 5:57 PM
To: Cruciani, Linda M
Cc: Anderson, John E; Washburn, Tenille E; Griggs, Kiara B; Reynolds, James M; Crowwillard, Dorothy C; Matulef, Mark L; Eitches, Edward E; Finer, Douglas J
Subject: OGC reorg: U5 paragraphs 1, 3, 4, 5, 16b&c

Linda,

Please accept the following as U5 with regard to the paragraphs that remain unresolved.

1. **Implementation:** Implementation will be accomplished in two phases, so as to allow the Parties to complete the bargaining process. In the first phase, to be accomplished on or about September 9, 2012, Management shall implement the new Position Descriptions for attorneys at GS-13 and below. No other employees' Position Descriptions will be changed until the completion of bargaining. The Parties further agree to expeditiously pursue further negotiations, interest based bargaining, impasse proceedings and/or negotiability appeals, as appropriate, to resolve all issues outstanding as of September 9, and to implement the results expeditiously as phase two. The Union hereby waives its right to file an Unfair Labor Practice charge alleging unlawful implementation prior to the completion of bargaining.
 2. [agreed]
 3. **Bargaining Unit Status:** [counter forthcoming. Need to review information received August 31 and requested April 20 identifying bargaining unit membership of Field employees. This information is necessary for us to identify the impact on the bargaining unit. Additionally please provide us with the following PDs not on the website nor otherwise provided, but which appear to involve change: FC0015/FC0014 and PDs showing "Pen and ink" changes.]
 4. [subject to agreement with U5 paragraph 1, delete]
 5. **Expression of Interest:** With the exception of the Regional Counsel Office in Region X, which will not be split into divisions, on the date the first phase of the reorganization takes effect, all employees will be assigned to the Litigation or Programs division so as to allow them to perform work consistent with their current duties. Employees Attorneys at or below GS-13 in Region X nonetheless will be assigned to the new trial attorney or attorney advisor position descriptions. After the reorganization takes place, eEmployees shall be given thirty (30) days after implementation of the first phase, and again at the completion of bargaining, to express interest in being reassigned to the Litigation or Programs division. Management agrees to consider employees' expression of interest. Where workloads support reassignment and multiple employees express interest in reassignments, reassignments shall be offered with consideration for seniority, experience, and skills. [side bar agreement: Dorothy Crow Willard shall remain a bargaining unit attorney and shall be assigned to the Litigation division.]
- 16(b) Rotations: Management will make a reasonable effort to secure funding for rotations. If funding is secured, HUD will provide the opportunity for rotations to Headquarters, Regional Offices and Field Offices to provide on-the-job training for employees with new PDs and assignments.
- 16(c) Exchange Program: Management will make a reasonable effort to secure funding for an attorney exchange program. If funding is secured, HUD will establish an attorney exchange program between Headquarters and the field to facilitate cross-training and HQ/field collaboration.

Thank you for your consideration.

Carolyn Federoff, EVP
AFGE Council 222
617/994-8264
617/312-4278 (cell)

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Wednesday, September 05, 2012 1:43 PM
To: Kanovsky, Helen R
Cc: Eitches, Edward E
Subject: seeking your intervention in OGC Reorg

Helen,

I understand from Eddie that your primary interest is in securing the new career ladder, not in diminishing the bargaining unit. Because of the time constraints, we are not able to fully explore alternatives. We've proposed something to allow for partial implementation, but still allow for the completion of negotiations.

Essentially, reassignments to new teams could be done by Sept 9, as well as reassignment to new PDs for attorneys at GS-13 and below. Other BU employees would be unaffected until we complete the bargaining process.

We will probably be able to resolve all other issues prior to Sept 9 except for the issue of removal from the bargaining unit. But for the deadline, we would be able to go to impasse (or if mgmt declared our proposal non-negotiable, the FLRA) to have a third party resolve the matter.

Despite a deadline not of our making, we will concede the bargaining unit status of those attorneys switching to the new career ladder. The interests of the other bargaining unit employees, however, shouldn't be swept aside simply because we didn't leave enough time to bargain properly.

The proposal is:

1. Implementation: Implementation will be accomplished in two phases, so as to allow the Parties to complete the bargaining process. In the first phase, to be accomplished on or about September 9, 2012, Management shall implement the new Position Descriptions for attorneys at GS-13 and below. No other employees' Position Descriptions will be changed until the completion of bargaining. The Parties further agree to expeditiously pursue further negotiations, interest based bargaining, impasse proceedings and/or negotiability appeals, as appropriate, to resolve all issues outstanding as of September 9, and to implement the results expeditiously as phase two. The Union hereby waives its right to file an Unfair Labor Practice charge alleging unlawful implementation prior to the completion of bargaining.

Linda is refusing the counter. She wants all--or nothing. This feels extremely cohesive and unfair. Your intervention would be most appreciated. Please let me know if this will be possible.

Thank you for your consideration.

Carolyn Federoff
EVP, AFGE Council 222
617/312-4278 (cell)