

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Thursday, September 06, 2012 2:54 PM
To: Cruciani, Linda M
Cc: Eitches, Edward E
Subject: OGC reorg: U6
Attachments: 2012 OGC reorg U6.docx

Linda,

As you are aware, this is a very difficult issue for us--accepting truncated bargaining on negotiable issues caused by an alleged fiscal year deadline. But after much discussion, we are offering the attached counterproposal. Entering into this supplement would complete bargaining on the 2012 OGC Reorganization.

Please contact me at your earliest convenience.

Carolyn Federoff, EVP
AFGE Council 222
617/312-2871 (cell)

Union Proposal #6
September 6, 2012
2:50 pm EDT

Supplement 124

National Supplement

Between the

U.S. Department of Housing & Urban Development

And

American Federation of Government Employees
National Council of HUD Locals 222

SUBJECT: Reorganization of the Office of the General Counsel

BACKGROUND/SCOPE: The scope of this Supplement encompasses the impact and implementation of the Office of General Counsel's Realignment/Reorganization on bargaining unit employees in HUD's regional offices.

1. Implementation: The Parties agree to implementation by September 9, 2012. ~~When the bargaining unit status is changed, the Parties recognize that a clarification of unit petition may be filed and that the ultimate decision on bargaining unit status is a legal determination made by the Federal Labor Relations Authority (FLRA).~~

2. Effect on Outstationed Employees: The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters.

3. Bargaining Unit Status: ~~Deleted. No GS-14 bargaining unit attorneys will lose their bargaining unit status as a result of this reorganization.~~

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4. Affect of Personnel Work on Career Ladder Changes: ~~Deleted.~~

4.5. 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 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 in Region X nonetheless will be assigned to the new trial attorney or attorney advisor position descriptions. After the reorganization takes place, employees shall be given thirty (30) days 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.

- | 56. Reduction in Force (RIF): This reorganization will have no adverse effect 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.
- | 67. Furlough: This reorganization will have no adverse effect 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.
- | 78. Relocation, Separation, Downgrade: No bargaining unit employee will be involuntarily relocated, separated or downgraded as a result of this reorganization.
- | 89. Career Ladder Promotions/Upward Mobility: There will be no adverse impact on employees' career ladder promotions or upward mobility positions as a result of this reorganization.
- | 940. Teleworking and Work Schedules:
 - a. Telework agreements 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.
 - b. Work Schedules: Any change to employees' work schedules as a result of this reorganization shall be done in accordance with the HUD/AFGE Agreement.
 - c. 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.
- | 1011. Reasonable Accommodations: The reorganization will not create any adverse impacts to the reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization.
- | 1112. Annual Leave: Annual leave previously approved shall not be rescinded as a result of this reorganization.
- | ~~13. Work Schedules: Combined with 10.~~
- | 1214. Space: There shall be no adverse impact to any workspace of any affected employee. The Parties agree that if there are local office moves as a result of this reorganization, the Parties at the local level will address the changes in accordance with the HUD/AFGE Agreement and HUD Handbook 2200.01.
- | 1315. 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 minimal change in assignments and no change in supervisors until the end of the FY 2012 appraisal cycle. All employees will receive the final FY 2012 rating based upon the performance plan that existed as of the effective date of this agreement, and from their current supervisor as of the effective date of this agreement. These final ratings shall be communicated in writing to the employee by November 30, 2012.

~~16. Workload Management: Deleted.~~

1417. Training and Bar Membership:

- a. Training: HUD will provide subject matter training to all impacted employees appropriate to new position descriptions and assignments.
- ~~b. Rotations: deleted.~~
- ~~c. Exchange Program: deleted.~~
- ~~d. Ongoing Evaluation: Training needs will be assessed on an ongoing basis.~~
- c. Mentor Program: Every OGC employee who desires a mentor will be paired with a formal mentor designated with the employees' career goals in mind. The mentor may be outside of OGC.
- e. Bar Membership: If sequestration does not occur, HUD shall make available in FY 13 up to \$200,000 to reimburse attorneys for all or part of their 2013 bar dues.

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1518. Elements and Standards; Performance Appraisal: The Parties agree that employees' elements and standards may change 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. In FY 2013, the parties agree that assignments, resulting from the reorganization and involving new areas of law, may require additional supervision and that the performance standards regarding the level of supervision required of the journey level may need to be relaxed in these instances.

1619. Transfer of Function: There shall be no transfer of functions, as defined in Article 15.03(2) of the HUD/AFGE Agreement, as a result of this reorganization.

1720. Contracting Out: No OGC legal functions not already being contracted out, as of the effective date of this agreement, shall be contracted out as a result of this reorganization.

1824. Local Bargaining: The Local Union shall receive notifications in accordance with Article 5 of the Agreement regarding local changes, including but not limited, to moves that may occur to bargaining unit employees,

FOR MANAGEMENT:

FOR THE UNION:

Chief Negotiator

Chief Negotiator

Team Member

Team Member

Team Member

Team Member

APPROVED :

APPROVED:

By: _____
Office of the Chief Human
Capital Officer

By: _____
President National Council of
HUD Locals 222

Date Signed _____

Date Signed _____

Federoff, Carolyn

From: Cruciani, Linda M
Sent: Thursday, September 06, 2012 4:01 PM
To: Federoff, Carolyn; Eitches, Edward E
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B
Subject: RE: OGC reorg: M5
Attachments: 2012 OGC reorg M5.docx

Carolyn and Eddie,

Thank you for your counterproposal. We have reached agreement on all issues with the exception of Union counterproposal item #3.

Attached is Management Proposal 5. I prepared the document so that we can sign it today if you agree.

- I deleted Union item #3. Management needs to assign personnel cases to the current program enforcement attorneys and other litigation attorneys who are already at the GS-14 level. Additionally, the GS-14 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.
- I cleaned up the bar dues language a little—clarified the heading and added some commas and lettering “d”. I did not change the meaning.

Eddie, in response to your email, I agree that an attorney can only be reimbursed for one bar. Yes, the intent is to cover all interested bargaining and nonbargaining attorneys. I agree that it would be easiest to divide the \$200,000 by the number of attorneys seeking reimbursement and arrive at a ceiling. We just have to watch that the ceiling does not exceed the state with the lowest bar dues. We can't reimburse an attorney for more than what was charged by the state bar.

I am available to sign Management Proposal 5 today and tomorrow morning up until 11:00 a.m.

Thank you,
Linda

From: Federoff, Carolyn
Sent: Thursday, September 06, 2012 2:54 PM
To: Cruciani, Linda M
Cc: Eitches, Edward E
Subject: OGC reorg: U6

Linda,

As you are aware, this is a very difficult issue for us--accepting truncated bargaining on negotiable issues caused by an alleged fiscal year deadline. But after much discussion, we are offering the attached counterproposal. Entering into this supplement would complete bargaining on the 2012 OGC Reorganization.

Please contact me at your earliest convenience.

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 12:39 AM
To: Cruciani, Linda M
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J; Matulef, Mark L; Eitches, Edward E; Kanovsky, Helen R
Subject: OGC Reorg: U7
Attachments: 2012 OGC reorg U7.docx

Linda,

Attached please find a revised proposed Supplement. We are resubmitting our proposal for a two phase implementation of your proposed reorganization, with a side bar clearly setting forth a proposal to be bargained after implementation of the first phase.

Although you've provided no evidence of a need to implement the career ladder promotions by September 9, we have accepted your allegation that this is a real deadline. We have set aside our traditional bargaining process (face to face and for multiple, consecutive days) to meet the alleged deadline. We have presented a proposal that meets your budgetary need, while preserving our fundamental right to bargain the impact of your proposed reorganization on the bargaining unit.

Whether the number is 36 or 28 young attorneys, the fact remains that you are unnecessarily holding their future promotion potential hostage, demanding in exchange their bargaining unit status and the bargaining unit status of 24 current GS-14s without full, appropriate, and good faith bargaining.

You have argued that our proposal would be inconvenient--requiring that Litigation division supervisors not include BU attys in the discussion of personnel matters until after the completion of negotiations. We're not asking you to do anything different than what is done today! Today, we have mixed units of BU and non-BU attys, and their supervisors do not include BU attys in the discussion of personnel matters. It's inconvenient, but not overly burdensome.

It is fundamentally an appropriate arrangement, and it is negotiable--if we were really bargaining.

After about a week of really trying to bargain this--of accepting you at your word that this must be done by September 9, and that your highest priority was accomplishing the career ladder promotions, and by providing options that meet your deadline and your professed highest priority, and after all that, being given a "Sophie's Choice" of which child to sacrifice-

Our proposal may be inconvenient, but yours is unconscionable. It is the essence of bad faith. I am going to remind you of your duty to bargain in good faith, and ask you to reconsider our proposal to implement this reorganization in two phases.

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

Union 7
September 6, 2012
10:30 pm EDT

Supplement 124

National Supplement

Between the
U.S. Department of Housing & Urban Development
And
American Federation of Government Employees
National Council of HUD Locals 222

SUBJECT: Reorganization of the Office of the General Counsel

BACKGROUND/SCOPE: The scope of this Supplement encompasses the impact and implementation of the Office of General Counsel's Realignment/Reorganization on bargaining unit employees in HUD's regional offices.

1. Implementation: ~~The Parties agree to implementation by September 9, 2012. 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 the issue that remained on September 9, and to implement the results expeditiously as phase two. The issue remaining concerns the impact of the reorganization on the bargaining unit status of OGC employees in the Regional Offices. The Union hereby waives its right to file an Unfair Labor Practice charge alleging unlawful implementation prior to the completion of bargaining.~~

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2. Effect on Outstationed Employees: The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters.

3. 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 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,~~ Employees 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.

4. Reduction in Force (RIF): This reorganization will have no adverse effect 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.

5. Furlough: This reorganization will have no adverse effect 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.

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

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

8. Teleworking and Work Schedules:

a. Telework agreements 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.

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

c. 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.

9. Reasonable Accommodations: The reorganization will not create any adverse impacts to the reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization.

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

11. Space: There shall be no adverse impact to any workspace of any affected employee. The Parties agree that if there are local office moves as a result of this reorganization, the Parties at the local level will address the changes in accordance with the HUD/AFGE Agreement and HUD Handbook 2200.01.

12. 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 minimal change in assignments and no change in supervisors until the end of the FY 2012 appraisal cycle. All employees will receive the final FY 2012 rating based upon the performance plan that existed as of the effective date of this agreement, and from their current supervisor as of the effective date of this agreement. These final ratings shall be communicated in writing to the employee by November 30, 2012.

13. Training and Reimbursement of Bar Membership Dues:

- a. Training: HUD will provide subject matter training to all impacted employees appropriate to new position descriptions and assignments.
- b. Ongoing Evaluation: Training needs will be assessed on an ongoing basis.
- c. Mentor Program: Every OGC employee who desires a mentor will be paired with a formal mentor designated with the employees' career goals in mind. The mentor may be outside of OGC.
- d. Reimbursement of Bar Membership Dues: If sequestration does not occur, HUD shall make available, in FY 13, up to \$200,000 to reimburse attorneys for all or part of their 2013 bar dues.

14. Elements and Standards; Performance Appraisal: The Parties agree that employees' elements and standards may change 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. In FY 2013, the parties agree that assignments, resulting from the reorganization and involving new areas of law, may require additional supervision and that the performance standards regarding the level of supervision required of the journey level may need to be relaxed in these instances.

15. Transfer of Function: There shall be no transfer of functions, as defined in Article 15.03(2) of the HUD/AFGE Agreement, as a result of this reorganization.

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

FOR MANAGEMENT:

FOR THE UNION:

Chief Negotiator

Chief Negotiator

Team Member

Team Member

Team Member

Team Member

APPROVED :

APPROVED:

By: _____
Office of the Chief Human
Capital Officer

By: _____
President National Council of
HUD Locals 222

Date Signed _____

Date Signed _____

Supplement 124 Side Bar

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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:

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- 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.

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Federoff, Carolyn

From: Cruciani, Linda M
Sent: Friday, September 07, 2012 8:58 AM
To: Eitches, Edward E; Federoff, Carolyn
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J; Matulef, Mark L; Kanovsky, Helen R
Subject: RE: OGC Reorg: U7

Eddie and Carolyn,

Management and the Union have agreed on all the implementation and impact items of the OGC reorganization. Among other items, Management has agreed to training for impacted employees, formally expand OGC's mentors program, the mechanism for closing out the FY2012 performance cycle, and a relaxation of the expected journey level performance for new work in FY2013. Management has also agreed to a 30 day period where staff can express interest in working for either the Litigation or Programs Divisions.

Management has gone far beyond the scope of the reorganization and offered to allow reimburse attorneys for bar dues in 2013.

Across 9 regions, 29 AFGE employees will initially be taken out of the bargaining unit to work on personnel cases, along with other litigation and ethics assignments. From the ETS information that Management provided to the union, it is clear that the personnel work is where we have seen the greatest litigation increase from FY 2011 to FY 2012. There are 60 more ETS reported cases in the first 3 quarters of FY 2012 than in all of FY 2011.

Nine of those 29 employees are dues paying AFGE members and we have agreed that the 7 GS-14s in that category can move to the Programs Divisions in the Regional offices, if they want to stay in the bargaining unit. And as I have previously noted, all the employees will have the opportunity to express interest in working in either Division.

OGC's reorganization plan is positive and NFFE understands this. The reorganization is intended to allow OGC to meet the legal needs of our clients in the face a shrinking FTE ceiling, correct a historic career-ladder disparity between Headquarters and the Field, and reduce the levels of supervision in the regional offices.

Respectfully, I believe you are focusing on a very narrow interest and not recognizing the broad, positive impacts of this reorganization.

Thank you,
Linda

-----Original Message-----

From: Eitches, Edward E
Sent: Friday, September 07, 2012 8:19 AM
To: Federoff, Carolyn; Cruciani, Linda M
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J; Matulef, Mark L; Kanovsky, Helen R
Subject: RE: OGC Reorg: U7

I thought that segregating out the present 14's make sense. We had two divisions in OGC. You only need two managers to do the segregation.

Note that we were told the 13 to 14 was for OPM purposes. We reluctantly agreed.

But the present 14's have it already. And to suggest that there are incredible unfilled personnel needs in every regional office is simply not true.

For example, look at Boston and Denver.

I hate to say it, but this looks like union busting. Sort of like Scott Walker's attempt to pit the police against the teachers.

We don't need this.

From: Federoff, Carolyn

Sent: Friday, September 07, 2012 12:39 AM

To: Cruciani, Linda M

Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J;

Matulef, Mark L; Eitches, Edward E; Kanovsky, Helen R

Subject: OGC Reorg: U7

Linda,

Attached please find a revised proposed Supplement. We are resubmitting our proposal for a two phase implementation of your proposed reorganization, with a side bar clearly setting forth a proposal to be bargained after implementation of the first phase.

Although you've provided no evidence of a need to implement the career ladder promotions by September 9, we have accepted your allegation that this is a real deadline. We have set aside our traditional bargaining process (face to face and for multiple, consecutive days) to meet the alleged deadline. We have presented a proposal that meets your budgetary need, while preserving our fundamental right to bargain the impact of your proposed reorganization on the bargaining unit.

Whether the number is 36 or 28 young attorneys, the fact remains that you are unnecessarily holding their future promotion potential hostage, demanding in exchange their bargaining unit status and the bargaining unit status of 24 current GS-14s without full, appropriate, and good faith bargaining.

You have argued that our proposal would be inconvenient--requiring that Litigation division supervisors not include BU attys in the discussion of personnel matters until after the completion of negotiations. We're not asking you to do anything different than what is done today! Today, we have mixed units of BU and non-BU attys, and their supervisors do not include BU attys in the discussion of personnel matters. It's inconvenient, but not overly burdensome.

It is fundamentally an appropriate arrangement, and it is negotiable--if we were really bargaining.

After about a week of really trying to bargain this--of accepting you at your word that this must be done by September 9, and that your highest priority was accomplishing the career ladder promotions, and by providing options that meet your deadline and your professed highest priority, and after all that, being given a "Sophie's Choice" of which child to sacrifice--

Our proposal may be inconvenient, but yours is unconscionable. It is the essence of bad faith. I am going to remind you of your duty to bargain in good faith, and ask you to reconsider our proposal to implement this reorganization in two phases.

Carolyn Federoff, EVP

AFGE Council 222

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 9:20 AM
To: Cruciani, Linda M; Eitches, Edward E
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J; Matulef, Mark L; Kanovsky, Helen R
Subject: RE: OGC Reorg: U7

Linda,

The issue at the moment is our right to bargain in good faith. If we had the option of going to impasse, the arguments you've made would be relevant. If we were going to impasse, you would be engaging in hard bargaining. The fact that you've given us an unnecessary 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.

I can respect hard bargaining. I have no respect for bad faith bargaining.

Agree to continue bargaining the side bar proposal through impasse, and maintain a modicum of respect for the law.

Carolyn Federoff, EVP

From: Cruciani, Linda M
Sent: Friday, September 07, 2012 8:58 AM
To: Eitches, Edward E; Federoff, Carolyn
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B; Crowwillard, Dorothy C; Finer, Douglas J; Matulef, Mark L; Kanovsky, Helen R
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Across 9 regions, 29 AFGE employees will initially be taken out of the bargaining unit to work on personnel cases, along with other litigation and ethics assignments. From the ETS information that Management provided to the union, it is clear that the personnel work is where we have seen the greatest litigation increase from FY 2011 to FY 2012. There are 60 more ETS reported cases in the first 3 quarters of FY 2012 than in all of FY 2011.

Nine of those 29 employees are dues paying AFGE members and we have agreed that the 7 GS-14s in that category can move to the Programs Divisions in the Regional offices, if they want to stay in the bargaining unit. And as I have previously noted, all the employees will have the opportunity to express interest in working in either Division.

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 11:49 AM
To: Cruciani, Linda M
Cc: Eitches, Edward E
Subject: FW: Management Proposal #4, Management Response to Union #5, Impact
Attachments: Supp 124 signature page.jpg

Linda,

I've been unable to confirm with Eddie that he gave this to you. If there is no change in mgmt's position, I have signed the signature page of mgme's last offer. A scanned copy is attached. Please advise me if this is acceptable. I can provide the original to JR if you prefer.

Carolyn Federoff, EVP
AFGE Council 222

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 9:24 AM
To: Eitches, Edward E; Finer, Douglas J; Crowwillard, Dorothy C; Matulef, Mark L
Subject: RE: Management Proposal #4, Management Response to Union #5, Impact

Eddie,

. . . I'm signing the signature page of the last offer Linda sent. It's attached. Linda says that she'll hold that offer open until 11am. If we don't get some response by 10:45am, I suggest that you take a copy of her last offer with the scanned page to Linda, sign it, and hand it to her.

Thank you.

Carolyn

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

FOR MANAGEMENT:

FOR THE UNION:

Chief Negotiator

Carol Federoff 9/7/12

Chief Negotiator
Carol Federoff

Team Member

Team Member

Team Member

Team Member

APPROVED :

APPROVED:

By: _____
Office of the Chief Human
Capital Officer

By: _____
President National Council of
HUD Locals 222

Date Signed _____

Date Signed _____

Federoff, Carolyn

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 12:08 PM
To: Cruciani, Linda M
Subject: RE: OGC reorg: M5

I'm printing out the entire Supp, scanning with signature page, and emailing to you.

From: Cruciani, Linda M
Sent: Friday, September 07, 2012 12:06 PM
To: Cruciani, Linda M
Cc: Federoff, Carolyn; Eitches, Edward E; Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B
Subject: Re: OGC reorg: M5

Correction Management's

On Sep 7, 2012, at 12:04 PM, "Cruciani, Linda M" <Linda.M.Cruciani@hud.gov> wrote:

Is this the version you are signing? It is Management last proposal.
Thanks,
Linda

On Sep 6, 2012, at 4:01 PM, "Cruciani, Linda M" <Linda.M.Cruciani@hud.gov> wrote:

Carolyn and Eddie,

Thank you for your counterproposal. We have reached agreement on all issues with the exception of Union counterproposal item #3.

Attached is Management Proposal 5. I prepared the document so that we can sign it today if you agree.

- I deleted Union item #3. Management needs to assign personnel cases to the current program enforcement attorneys and other litigation attorneys who are already at the GS-14 level. Additionally, the GS-14 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.
- I cleaned up the bar dues language a little—clarified the heading and added some commas and lettering "d". I did not change the meaning.

Eddie, in response to your email, I agree that an attorney can only be reimbursed for one bar. Yes, the intent is to cover all interested

Federoff, Carolyn

From: Hendricks, Joni R
Sent: Friday, September 07, 2012 12:14 PM
To: Federoff, Carolyn
Subject: RE: please print
Attachments: Picture 005.jpg; Picture 002.jpg; Picture 003.jpg; Picture 004.jpg

Here are the scanned documents.

From: Federoff, Carolyn
Sent: Friday, September 07, 2012 8:41 AM
To: Hendricks, Joni R
Subject: please print

Joni,

Can you please print page 4 (the signature page)?

Thank you.

Carolyn

From: Cruciani, Linda M
Sent: Thursday, September 06, 2012 4:01 PM
To: Federoff, Carolyn; Eitches, Edward E
Cc: Reynolds, James M; Anderson, John E; Kelly, Sinthea; Griggs, Kiara B
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Thank you for your counterproposal. We have reached agreement on all issues with the exception of Union counterproposal item #3.

Attached is Management Proposal 5. I prepared the document so that we can sign it today if you agree.

- I deleted Union item #3. Management needs to assign personnel cases to the current program enforcement attorneys and other litigation attorneys who are already at the GS-14 level. Additionally, the GS-14 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.
- I cleaned up the bar dues language a little—clarified the heading and added some commas and lettering “d”. I did not change the meaning.

Eddie, in response to your email, I agree that an attorney can only be reimbursed for one bar. Yes, the intent is to cover all interested bargaining and nonbargaining attorneys. I agree that it would be easiest to divide the \$200,000 by the number of attorneys seeking reimbursement and arrive at a ceiling. We just have to watch that the ceiling does not exceed the state with the lowest bar dues. We can't reimburse an attorney for more than what was charged by the state bar.

I am available to sign Management Proposal 5 today and tomorrow morning up until 11:00 a.m.

Thank you,

Linda

From: Federoff, Carolyn
Sent: Thursday, September 06, 2012 2:54 PM
To: Cruciani, Linda M
Cc: Eitches, Edward E
Subject: OGC reorg: U6

Linda,

As you are aware, this is a very difficult issue for us--accepting truncated bargaining on negotiable issues caused by an alleged fiscal year deadline. But after much discussion, we are offering the attached counterproposal. Entering into this supplement would complete bargaining on the 2012 OGC Reorganization.

Please contact me at your earliest convenience.

Carolyn Federoff, EVP

AFGE Council 222

617/312-2871 (cell)

Management #5
September 6, 2012
3:30 pm EDT

Supplement 124

National Supplement

Between the

U.S. Department of Housing & Urban Development

And

American Federation of Government Employees
National Council of HUD Locals 222

SUBJECT: Reorganization of the Office of the General Counsel

BACKGROUND/SCOPE: The scope of this Supplement encompasses the impact and implementation of the Office of General Counsel's Realignment/Reorganization on bargaining unit employees in HUD's regional offices.

- 1. Implementation:** The Parties agree to implementation by September 9, 2012.
- 2. Effect on Outstationed Employees:** The reorganization shall have no effect on the working conditions of OGC employees outstationed from Headquarters.
- 3. 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 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 in Region X nonetheless will be assigned to the new trial attorney or attorney advisor position descriptions. After the reorganization takes place, employees shall be given thirty (30) days 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.
- 4. Reduction in Force (RIF):** This reorganization will have no adverse effect 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.
- 5. Furlough:** This reorganization will have no adverse effect 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.

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

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

8. Teleworking and Work Schedules:

a. Telework agreements 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.

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

c. 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.

9. Reasonable Accommodations: The reorganization will not create any adverse impacts to the reasonable accommodation of any affected employee. Management agrees that any reasonable accommodation, submitted but not yet approved or denied, will not be delayed as a result of this reorganization.

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

11. Space: There shall be no adverse impact to any workspace of any affected employee. The Parties agree that if there are local office moves as a result of this reorganization, the Parties at the local level will address the changes in accordance with the HUD/AFGE Agreement and HUD Handbook 2200.01.

12. 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 minimal change in assignments and no change in supervisors until the end of the FY 2012 appraisal cycle. All employees will receive the final FY 2012 rating based upon the performance plan that existed as of the effective date of this agreement, and from their current supervisor as of the effective date of this agreement. These final ratings shall be communicated in writing to the employee by November 30, 2012.

13. Training and Reimbursement of Bar Membership Dues:

a. Training: HUD will provide subject matter training to all impacted employees appropriate to new position descriptions and assignments.

b. Ongoing Evaluation: Training needs will be assessed on an ongoing basis.

- c. Mentor Program: Every OGC employee who desires a mentor will be paired with a formal mentor designated with the employees' career goals in mind. The mentor may be outside of OGC.
- d. Reimbursement of Bar Membership Dues: If sequestration does not occur, HUD shall make available, in FY 13, up to \$200,000 to reimburse attorneys for all or part of their 2013 bar dues.

14. Elements and Standards; Performance Appraisal: The Parties agree that employees' elements and standards may change 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. In FY 2013, the parties agree that assignments, resulting from the reorganization and involving new areas of law, may require additional supervision and that the performance standards regarding the level of supervision required of the journey level may need to be relaxed in these instances.

15. Transfer of Function: There shall be no transfer of functions, as defined in Article 15.03(2) of the HUD/AFGE Agreement, as a result of this reorganization.

16. Contracting Out: No OGC legal functions not already being contracted out, as of the effective date of this agreement, shall be contracted out as a result of this reorganization.


#

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

FOR MANAGEMENT:

FOR THE UNION:

Chief Negotiator

 9/7/12

Chief Negotiator
Carolyn Federoff

Team Member

Team Member

Team Member

Team Member

APPROVED :

APPROVED:

By: _____
Office of the Chief Human
Capital Officer

By: _____
President National Council of
HUD Locals 222

Date Signed _____

Date Signed _____



**Supplements, Agreements, and Understandings
Between
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

Supplemental #	Title
124	Union Representation and Official Time
123	HUD Rotational Assignment Program (RAP) Pilot Handbook 655.1
122	Establishment of the Office of Housing Counseling (OHC)
121	Bank of Official Time Interim Agreement to Augment Official Time Provisions of the 1998 HUD and AFGE Master Agreement - <i>(This supplement has been recalled by the parties.)</i>
119A	Nationwide 6:00 a.m. arrival time program and flexitour credit hours
119	Nationwide 6:00 a.m. arrival time program
118	Emerging Professionals Program (EPP)
117	Fleet Management Handbook 2300.4, Revision 4
116	The Transfer of the PIV Function to GSA.
115	Proposed Transformation - Office of Administration
114	Creation of the Office of Healthcare Programs
113	General Service Administration (GSA) Smoking Policy
112	Student Loan Repayment Program
111A	Nationwide 6:00 a.m. arrival time program
111	6:00 a.m. arrival time program and flexitour credit hours
110	Departmental Telework Policy
109	Reassignment of Office of Field Policy and Management (FPM) GS-0303
108	Transfer of Department Staff to the Federal Housing Finance Agency (FHFA)
107	Pay, Benefits and Retirement Center (PBRC)
106	Transfer of function 232 Mortgage Insurance Program for Residential Care Facilities
105	HUD Handbook 2400.25, Rev-2 - Information Technology Security Policy
104	OCIO Information Technology (IT) Desktop Office Automation (OA) Enhancements (IT OA Enhancements)
103	Implementation of the Asset Management Approach to the Agency's Public Housing (low rent) Program
102	Implementation of Supervisory Changes in the Quality Assurance Division (QAD) of the Office of Public and Indian Housing
101	Implementation of webTA System
100	New Federal ID Credential

Ex 16

99	Pandemic Planning and Response Guidance
98	TRANSFER & REALIGN FINANCIAL MGMT CTR (FMC) FROM PIH TO HOUSING
97	SERVICE LEVEL AGREEMENTS(SLA)
96	Office of Fair Housing and Equal Opportunity (FHEO) Transfer of Section 3 responsibilities from Headquarters to the Field
95	Reassignment of employees of the Office of Field Policy and Management (FPM)
94	Office of Administration Reorganization
93	Handbook on Pay, Leave and Other Benefits during Emergency Disaster Situations
92	DETAIL EXCHANGE PROGRAM
91	Implementation of ePerformance at HUD
90	Automated SF-50 Notice of Personnel Action
89	USA Staffing/eRecruit
88	Voluntary Separation Incentive Payments (Buyout) for AFGE Bargaining Unit Employees in the Office of Field Policy and Management (FPM) and the Office of the Chief Information Officer (OCIO)
87	Service Level Agreements (SLAs) Pilot Program
86	NEW FPM OPERATING PROTOCOLS
85	HUD HANDBOOK, INCENTIVE AWARDS, 2195.1
84	Homeland Security Presidential Directive 12
83	RECRUITMENT, RELOCATION AND RETENTION INCENTIVES HANDBOOK
82	Pandemic Influenza Outbreak Guidance
81	Implementation of ePerformance at HUD
80	Employee's Mandatory Entry of Information into the Emergency Contact Information Component of HIHRTS
79	The HUD Emergency Information Hotline (Emergency Hotline) 1-866 INFO-HUD (1-866-463-6483)
78	The OCIO IT Modernization Initiative for Fiscal Year 2006
76	RightNow Technologies System
75	Change in Limitation on Permitted Times to Work Credit Hours covered by Section 17.04(2)(a)3 of the HUD/AFGE Agreement and Supplement 67, Section 7
74	Reorganization of the Office of the Chief Procurement Office (OCPO)
73	Voluntary Separation Incentive Payments (Buyouts) for employees in the Office of Administration
72	Information Technology Security Policy - Handbook 2400.25, Rev 1
71	Voluntary Separation Incentive Payments (Buyouts) for employees in the Office of Housing
70 (Sidebar)	Sidebar Statement Interim Ratings/New Critical Elements and Standards
70	Realignment of Office of the Chief Information Officer (OCIO)
69	HUD Handbook 2200.01, Chapter 13 - Space Management
68	IT Buyouts
67A	Nationwide 6:00 A.M. Arrival Time Program Amended

67	Implementation of the nationwide 6:00 A.M. Arrival Time Program
66	FedTraveler System (e-Travel)
65	Implementation Of The HUD Integrated Human Resources Tracking System (HIHRTS)
64	Office Of Field Policy And Management (FPM) Voluntary Separation Incentive Program (Buyout)
63	Department Of Housing And Urban Development Continuity Of Operations (COOP) Handbook/Policy (replaces Supplement 47)
62	Reassignment Of Customer Service Employees
61	Office Of Fair Housing And Equal Opportunity (FHEO) Reassignment Of Bargaining Unit Employees
60	Establishment Of The Office Of Affordable Housing Preservation
59	Office Of Fair Housing And Equal Opportunity (FHEO) Realignment
58	Establishment Of Quality Assurance And Program Support Divisions With The Office Of Public And Indian Housing (PIH)
57	Reorganization/Realignment Office Of Native American Programs (ONAP)
56	Child Care Subsidy Program
55	Student Loan Repayment Program
54	Buyouts
53	CPD (Office Of Community Planning & Development) Reorg/Realignment
52	HUD Information Technology (HITS) Contract
51	Interim Supplement Concerning Implementation Of Information Technology Service (HITS) Contract
50	Entry Proc Inq & Correction Sys (EPIC) & Sys For Time/Attendance Report (STAR) Web
49	Single Family Point Of Contact
48	Reorganization/Realignment OGC/DEC
47	Implementation Of Continuity Of Operations (COOP) Handbook (replaced by Supplement 63)
46	Pilot Program 6:00 AM Arrival Time
45	Relocation Allowance Policy
44	Restructuring Of OTAR/TARC To PIH
43	Electronic Mail Policy
42	Windows XP
41	Reasonable Accommodations
40	HUD Field Environment Staff
39	Operating Protocols
38	Realignment Office Of DAs/CFO And PAHD
37	Travel Bonus While On Official Travel
36	TEAM
35	Field Policy Management
34	Restructuring Office Of Assistant Secretary For Administration
33A	HUD Handbook 2200.01, Administrative Services Policy - Chapter 12

33	HUD Handbook 2200.01, Administrative Services Policy
32	Office of Administration Field Reorganization
31	Alternative Dispute Resolution (ADR) Program
30	Realignment - Office of Labor Relations
29	Advance In Pay
28	Multifamily Accelerated Processing
27	Payment Of Imprest Funds
26	Reorganization CPO NY And Philadelphia
25	REAC And PIH Income Verification Center
24	Limited Personal Use Of Computers
23	2000
22	Sr. Cb To Supervise Single Family Employees W/No On-Site Supervisor
21	Reorganization Single Family Loss Mitigation
20	Payment For Travel
19	Payment By HTMS
18	Telephone System In Homeownership Centers
17	Handbook 2400.24 Information Security Program
16	CFO Reorganization Of Field Account Center
15	Handbook 0752.02 Adverse Action
14	Handbook 0432.01 Performance Based Reduction In Grade
13	HHTMS
12	Business Cards
11	Reorganization Of The Office Of Administration
10	2020 Reorganization Of Office Of Native American Programs
9	Reorganization Field Economists Policy Dev And Research
8	Reorganization Office Of Das For Single Family
7	Implementation Automated Teller Machine (ATM) Cash Advance Program
6	Reorganization Of Contracting Functions
5	Administration Transformation Plan
4	Establishment Of 4-10 Work Schedule
3	Telework
2	HUD Enforcement Center
1	Elimination Of Sign-In Sign-Out Establishment Of FlexITour
Memorandums of Agreement	
MOA	Student Loan Repayment Program
MOA	Employee Skills Assessment Survey
MOA	The 2009-2010 H1N1 Health Emergency
Memorandums of Understanding	
MOU	Office of Housing, Multifamily Asset Management, implementation of new business processes and procedures: "Sustaining Our Investment"

	Project Management by Risk
MOU	Career Ladder Promotions During FY 2012 Continuing Resolution
MOU	Analysis of Asset Management Functions in the Office of Housing and the Office of Public and Indian Housing
MOU	Survey of Multifamily Staff
MOU	The Office of Housing plans to survey its operational staff
MOU	The Office of Multifamily Housing Program implementation of new business processes and procedures: " Breaking Ground: Delivering Results " Playbook.
MOU	Office of Single Family Housing's reassignment of the Account Liaisons
MOU	Administrative Leave for Nonprofit Volunteers
MOU	GSA Smoking Policy
MOU	Office of Chief Information Officer - Modernization of HUD Correspondence Tracking Report
MOU	Voluntary Separation Incentive Payments (Buyout) for AFGE Bargaining Unit Employees in the Office of Administration
MOU	Fiscal Year 2010 Voluntary Separation Incentive Payments (VSIP) and Voluntary Early Retirement Authority (VERA) (Hereinafter referred to jointly as Buyouts) for AFGE Bargaining Unit Employees in the Office of General Counsel
MOU	Department's Solicitation of Volunteers for Strong Cities, Strong Communities (SC2) Initiative

Union Information page

Office of Human Capital Services

OCHCO Home

Comments and Questions

Content current as of February 1, 2013

Supplement Number 124
between
U.S. Department of Housing and Urban Development
and
American Federation of Government Employees National Council 222

SUBJECT: Union Representation and Official Time

SCOPE: This supplement applies to the allocation and use of official time throughout National Council 222.

PURPOSE: The parties agree that this supplement provides an immediate update to the terms of the existing (1998) collective bargaining agreement, and intend for it to be included as the Article regarding Union Representation and Official Time upon completion of a subsequent collective bargaining agreement.

Section 1. Representational Functions.

(1) Official time allocated under this Agreement is authorized for:

- a. Attending investigatory interviews;
- b. Meetings with the Department representatives, except as noted below;
- c. Meeting with employees to resolve complaints and grievances;
- d. Attending grievance meetings with managers and employees;
- e. Attending formal discussions;
- f. Participating as a representative of the Union at an arbitration;
- g. Attending a meeting with the Federal Labor Relations Authority (FLRA) Field Agent or Attorney, pursuant to an Unfair Labor Practice charge or complaint;
- h. Completing business required by the Department of Labor;
- i. Participating as the representative of the Union at an arbitration or unfair labor practice hearing related to the AFGE/HUD unit;
- j. Communicating with Congress in their capacity as Union representatives regarding matters concerning bargaining unit working conditions, except when prohibited by federal statute; and
- k. Other representational functions permitted by law.

(2) Time spent on the following representational activities is not counted against the allocation of official time in this Agreement:

- a. Collective bargaining with the Department including mediation, impasse resolution, and reasonable preparation; and
- b. Meetings with the Union requested by Management that do not include employees.

(3) Although not covered as representational time under this Agreement, Union representatives may spend administrative time, without it counting against the allocation of official time, on the following activities, subject to Management notification or approval as necessary:

- a. Time granted under the regulations of the Equal Employment Opportunity Commission (EEOC);
- b. Time granted to participate in Merit Systems Protection Board (MSPB) matters;
- c. Time granted in connection with an Office of Special Counsel (OSC) matters;
- d. Time granted in connection with an Office of Workers' Compensation Program (OWCP) claim;
- e. Time granted in connection with a matter before the Employee Compensation Appeals Board (ECAB); and
- f. Time granted during Occupational Safety and Health Administration (OSHA) visits.

Participation in proceedings, including reasonable preparation time as well as attendance at meetings, shall be governed by the applicable statutory provisions.

Section 2. Certification of National and Local Representatives. National and Local office representatives certified by the Union in accordance with this Agreement shall be recognized as employee representatives for bargaining unit employees and shall be entitled to the use of official time under the provisions of this Agreement. No other person shall be entitled to such use of official time except as specifically authorized in this Agreement. Prior to the start of each quarter, the respective presidents shall certify to the appropriate Department official at the National and Local levels, in writing via e-mail, fax, hard copy, or other written means, the name, title, duty station, phone number, and allocation of official time of the Union's representatives who are authorized to use official time as provided under Section 3 of this Agreement. Any official or representative not identified in this manner shall not be entitled to the use of official time. An employee from one Union Local's office may not be designated as a representative or steward in another Union Local's office.

Section 3. Representatives and Amounts of Official Time.

- (1) **Allocation of Official Time.** Both parties recognize that an organization's effectiveness depends on its ability to assign work as it deems necessary and appropriate among the members of the organization. Therefore, just as the Union shall respect Management's right to assign work among its employees, Management shall not in any way control how the Union allocates duties among its representatives. Management recognizes that it is an internal Union function to determine the number of representatives needed at full-time or part-time levels to carry out its responsibilities. The only restriction on the Union's allocation of official time is the maximum amount of official time that may be allocated each quarter, which shall be as stated below.
 - a. Time shall be allotted on a quarterly basis. Quarters shall begin on the first day of January, April, July, and October.
 - b. Allocations shall be provided in four pools: National, Regional Vice Presidents, Headquarters and Field Offices.
 - c. Two weeks prior to the beginning of the quarter, the Council President shall provide in writing via e-mail, fax, hard copy, or other written means to the appropriate Headquarters official any changes to the current pool allocations.

Failure to provide a timely quarterly allocation in writing to the Headquarters official designated by Management shall result in the use of the designations and allocations from the previous quarter. Notifications of transfers from one pool to another pool will be provided by the Council President or designee.

- d. Management shall be responsible for notifying the relevant supervisors of current allocations in a timely manner upon receipt of the National, Regional, or Local president's allocation of time to designated Union representatives. The Union shall not be responsible for such notification, nor shall any representative's assumption of Union responsibilities be delayed due to the lack of timely notice to a supervisor.
- e. A representative may receive official time from more than one pool. This may result in individual field offices being allocated more official time than shown below.
- f. Nothing precludes the Union from requesting or the Department from granting additional official time as reasonable, necessary and in the public interest.
- g. Unused allocated hours may not be rolled over from one quarter to another.

(2) Allocations are expressed as a total number of hours per quarter.

(3) Union representatives assigned 364 hours or more in a quarter will complete administrative tasks, e.g. Time & Attendance, on Union official time.

(4) The Union may request one (1) change in distribution during the quarter, except that the Council President, in unusual circumstances, may request one (1) additional change.

(5) **Quarterly Official Time Allocations.** The number and types of Union representatives and the amount of official time provided are as follows:

- a. **National:** 1700 hours per quarter.
- b. **Regional Vice Presidents (RVP):** 1690 hours per quarter to be used by a maximum of 10 Regional Vice Presidents.
- c. **Local:**
 - (1) **Headquarters,** including the Washington, D.C. Field Office and the Los Angeles Departmental Enforcement Center: 3130 hours.
 - (2) **Field Offices -** Field Offices and Regional Offices shall be allocated a total of 8112 hours per quarter. (See Appendix.) Local presidents shall distribute their allocation of the official time among representatives from their local offices.
 - (3) If a substantial change in the number of bargaining unit employees, relative to the size of the affected pool, through attrition, hiring, RIF, transfer of function, office closure, or other condition, occurs in any of the pools for which official time is allocated, the change in the amount of official time allocated to that pool shall be negotiated by the parties promptly upon either party's request. All negotiations under this section shall be in accordance with Article 5.

Section 4. Adjustments of Workload. In order to facilitate release of Union representatives on official time, individual workloads shall be adjusted up front, where practical, to reflect time needed away from official duties. Up-front workload adjustments may not be appropriate when small amounts of official time are allocated and used in irregular patterns. In these circumstances, the adjustment may be made at the time of usage. Such adjustments shall not diminish an employee's right to fair and equitable treatment with regard to performance appraisals and promotions. If a dispute arises with respect to the fairness of the workload adjustment, the parties are encouraged to resolve it informally prior to any formal actions.

Section 5. Official Time for Union Representatives Outside of Immediate Offices. A representative who goes from his/her duty station to another office during duty hours in order to represent the Union or a bargaining unit employee, is on official time for representational purposes and when traveling. The official time used shall count against that individual's allocation. There shall be no travel expenses and/or per diem for Union-designated representatives except where expressly stated in this Agreement.

Section 6. Procedure.

- (1) When it is necessary to use official time, the representative shall first obtain approval from his/her immediate supervisor or designee who has supervisory authority in advance.
- (2) The representative must, in addition, when entering a work area to meet with an employee, obtain advance approval from the supervisor of the employee if meeting with the employee for more than ten (10) minutes on duty time. Upon conclusion of the representational activity, the representative should inform the representative's supervisor or designee that the activity has been completed.
- (3) Supervisors may deny the use of official time based only on Departmental mission-critical necessities; e.g., emergency conditions. If denied, the supervisor shall give the reason in writing at the time of denial and the supervisor will discuss an alternative time when official time can be utilized. Such denial may be appealed to the representative's second line supervisor who shall promptly meet with the Union representative to make a determination on the appeal. Denials of official time are subject to the grievance procedure. The Union may immediately reallocate any official time that a representative is unable to use due to mission-critical emergency situations to another representative or to designate a new representative to fulfill the affected representative's Union responsibilities.
- (4) All designated Union representatives who are entitled to official time under this Agreement shall record the use of all representational time in WebTA or its successor system(s).

Section 7. Official Time for Union-Sponsored Training. Up to forty (40) hours per year of official time may be granted to designated representatives authorized under Section 7.03 to attend appropriate Union-sponsored instruction or briefing consistent with applicable decisions of the Comptroller General. Official time for such Union-sponsored training shall be in addition to the number of hours of official time allocated under Section 7.03 above. The number of hours may be increased when the instruction or briefing is mutually deemed to benefit both the Department and the Union. Official time may be used for travel; however, Union representatives

shall not be eligible for, or entitled to, travel expenses and per diem. Requests, including an agenda describing the training to be conducted, shall be submitted in writing via hard copy, e-mail, or fax, at least seven (7) days in advance to the representative's immediate supervisor.


Section 8. Leave of Absence for Union Officials.

- (1) Consistent with the needs of the Department, the Department agrees to approve a leave of absence, without pay, not to exceed three (3) years for a bargaining unit employee who is elected to a position of National officer of the American Federation of Government Employees, AFL-CIO, for the purpose of serving full time in the elected position, or who is selected as an AFGE National Union representative. The Department shall be given not less than two (2) weeks advance notice.
- (2) The Union agrees that all of the leaves of absence granted or approved in accordance with this Section are subject to appropriate Government-wide regulations or other outside authority binding on the Department. The Department, to the extent of its authority, shall place the employee, at the end of the leave of absence, in the position the employee left, or one of like seniority, status, grade, and pay.

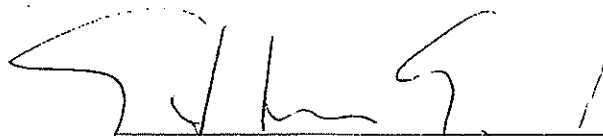
Approved:

Management

AFGE Council 222



Karen Newton Cole
Acting Chief Human Capital Officer



Eddie Eitches
President, Council 222
Chief Negotiator

Date Signed: 23 January, 2013

Date Signed: 23 Jan 2013

Appendix: Field Office Official Time Allocations by Region

<u>Region 1</u>		<u>Region 4</u>		<u>Region 7</u>	
Burlington	26	Washington NC	26	Kansas City MO	26
Bangor	26	Tampa	26	Omaha	26
Manchester	104	Orlando	26	Kansas City KS	312
Providence	26	Knoxville	26	Des Moines	26
Hartford	104	Nashville, TN	104	St Louis	104
Boston	312	Jackson MS	104	Total Region 7	494
Total Region 1	598	Louisville	104	<u>Region 8</u>	
<u>Region 2</u>		Birmingham	104	Helena	26
Syracuse	26	San Juan	130	Denver	468
Albany	104	Columbia SC	130	Fargo	26
Buffalo	130	Miami	130	Salt Lake City	26
Newark	260	Greensboro NC	130	Total Region 8	546
New York	416	Jacksonville	130	<u>Region 9/10</u>	
Total Region 2	936	Atlanta	520	Agana GU	26
<u>Region 3</u>		Total Region 4	1690	Spokane WA	26
Wilmington DE	26	<u>Region 5</u>		Boise	26
Charleston	26	Cincinnati	26	Honolulu	26
Pittsburgh	130	Grand Rapids	26	Anchorage	26
Richmond	130	Milwaukee	104	Portland	104
Baltimore	130	Columbus	104	Seattle	312
Philadelphia	468	Indianapolis	130	Total Region 9/10	546
Total Region 3	910	Minneapolis	130		
		Cleveland, OH	130		
		Chicago	468		
		Total Region 5	1118		
		<u>Region 6</u>			
		Dallas	26		
		Lubbock	26		
		Shreveport	26		
		Tulsa	26		
		Albuquerque	26		
		Little Rock	26		
		San Antonio	130		
		New Orleans	130		
		Houston	130		
		Oklahoma City	312		
		Fort Worth	416		
		Total Region 6	1,274		

Total All Field Offices 8112

Federoff, Carolyn

From: SF-50@hrconnect.treas.gov
Sent: Friday, December 14, 2012 11:04 AM
To: Federoff, Carolyn
Subject: Personnel Action Notification (SF-50)

You have received one or more personnel actions. To view the action(s), access <https://www.hrconnect.treas.gov>. Click on the Report Output tab. In the Report Output section you should see a link to an SF-50 document. The link to this SF-50 will remain displayed for 7 calendar days. If the link is no longer displayed you can still print your SF-50 by going to My Information on the Employee Tab and clicking the Notification of Personnel Actions link.

The SF-50 is an official OPM personnel document that contains personal information which is protected under the Privacy Act. Forwarding the document to your home PC or an unencrypted laptop will put your personal information at risk for identity theft.

If you have any questions, please contact your HR Connect contact point.

To identify your HR Connect contact, please go to https://www.hrconnect.treas.gov/contact_us.html.

This message was sent from an automated system that cannot receive e-mail.

Please do not reply to this message.

NOTIFICATION OF PERSONNEL ACTION

U.S. Office of Personnel Management

FPM Supp. 296-33, Subch. 4

1. Name (Last, First, Middle) FEDEROFF, CAROLYN L				2. Social Security Number ██████████				3. Date of Birth 11-26-1960				4. Effective Date 09-09-2012																							
FIRST ACTION								SECOND ACTION																											
5-A. Code 721		5-B. Nature of Action REASSIGNMENT						6-A. Code		6-B. Nature of Action																									
5-C. Code WDM		5-D. Legal Authority SCH A 213.3102D						6-C. Code		6-D. Legal Authority																									
5-E. Code		5-F. Legal Authority						6-E. Code		6-F. Legal Authority																									
7. FROM: Position Title and Number ATTY ADVSR GEN 15003575 100082								15. TO: Position Title and Number ATTORNEY-ADVISOR (GENERAL) 65720917 FC0058																											
8. Pay Plan		9. Occ. Code		10. Grade or Level		11. Step or Rate		12. Total Salary .00		13. Pay Basis		16. Pay Plan GS		17. Occ. Code 0905		18. Grade or Level 14		19. Step or Rate 10		20. Total Salary/Award \$137,410.00		21. Pay Basis PA													
12A. Basic Pay .00			12B. Locality Adj. .00			12C. Adj. Basic Pay .00			12D. Other Pay .00			20A. Basic Pay \$110,104.00			20B. Locality Adj. \$27,306.00			20C. Adj. Basic Pay \$137,410.00			20D. Other Pay .00														
14. Name and Location of Position's Organization												22. Name and Location of Position's Organization HOUSING AND URBAN DEVELOPMENT BOSRO, OC HU 830101030000000000 PP 24 2012																							
EMPLOYEE DATA																																			
23. Veterans Preference												24. Tenure						25. Agency Use				26. Veterans Preference for RIF													
1-None		3-10 Point/Disability				5-10 Point/Other						0-None		2-Conditional						YES		X		NO											
1		2-5 Point		4-10 Point/Compensable				6-10 Point/Compensable/30%						1		1-Permanent				3-Indefinite															
27. FEGLI												28. Annuitant Indicator						29. Pay Rate Determinant																	
B0		WAIVED																						9		NOT APPLICABLE				0					
30. Retirement Plan						31. Service Comp. Date (Leave)						32. Work Schedule						33. Part-Time Hours Per Biweekly																	
K		FERS AND FICA				11-09-1986						F		FULL TIME						Pay Period															
POSITION DATA																																			
34. Position Occupied												35. FLSA Category						36. Appropriation Code						37. Bargaining Unit Status											
2		1-Competitive Service				3-SES General				E		E-Exempt						1010																	
		2-Excepted Service				4-SES Career Reserved						N-Nonexempt																							
38. Duty Station Code						39. Duty Station (City-County-State or Overseas Location)																													
25-0120-025						BOSTON SUFFOLK MA																													
40. Agency Data				41.				42.				43.				44.																			
45. Remarks POSITION IS AT THE FULL PERFORMANCE LEVEL OR BAND.																																			
46. Employing Department or Agency HOUSING AND URBAN DEVELOPMENT												50. Signature/Authentication and Title of Approving Official E/S BY: ZAKIYYAH DAY DEPUTY DIR, OFC OF HUMAN CAP SVS																							
47. Agency Code HU 83				48. Personnel Office ID 4401				49. Approval Date 09-09-2012																											