



# National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFFILIATED WITH AFL-CIO

## Council 222

January 10, 2013

MEMORANDUM FOR: Jackie Mercer-Hollie, Director  
HUD Employee and Labor Relations Division

FROM: Ricardo Miranda, Assistant Chief Steward  
AFGE National Council of HUD Locals #222

SUBJECT: Demand to Bargain, Human Resources Pilot in the Office of Housing

On January 4, 2013 the AFGE National Council of HUD Locals #222 (Council) found out about a pilot program to contract out human-resources (HR) services to the U.S. Department of the Treasury for HUD Office of Housing bargaining-unit employees through an email sent to all Housing employees. The Agency has failed to comply with Article 5, Section 5.02 of the HUD-AFGE Council 222 Agreement (Agreement) to notify the Council to bargain the impact and implementation of the change in conditions of employment caused by this HR pilot on Housing and Office of Chief Human Capital Officer bargaining-unit employees.

This memorandum will serve as the Council's Demand to Bargain over the impact and implementation of the change in conditions of employment caused by this pilot on Housing and Office of Chief Human Capital Officer bargaining-unit employees. In accordance with Article 5, Section 5.02(13) of the Agreement, the below proposals are preliminary proposals and are not to be considered all of the proposals that the Council may submit. A complete listing of proposals may be presented at the time of bargaining.

### Initial Proposals:

1. HUD agrees that no current HUD Housing bargaining-unit employees will be down-graded or lose current opportunities for grade promotions in a job, job classification, or function due to the HR pilot for the Office of Housing.
2. HUD agrees that no current Office of Chief Human Capital Officer bargaining-unit employees will be down-graded or separated from Federal service due to the HR pilot for the Office of Housing.
3. HUD agrees not to use the establishment of the HR pilot program in the Office of Housing to eliminate current Housing bargaining-unit positions, grades, or as a Reduction in Force (RIF).

4. HUD agrees that no employee will lose their bargaining-unit status because of the establishment of the HR Pilot in the Office of Housing.
5. HUD agrees that there will be no change in Telework Agreements and Work Schedules for affected Office of Housing and Office of Chief Human Capital Officer bargaining-unit employees.
6. HUD agrees that Office of Housing bargaining-unit employees subject to the HR pilot shall not receive lower quality of HR services than any other HUD bargaining-unit employee.
7. HUD agrees that affected Office of Housing employees shall be made whole to the fullest extent of the law for any mistakes in the processing Standard Form (SF) SF-50 personnel actions, including, but not limited to mistakes made in tax withholdings, incorrect salary and locality pay due to the HR pilot.
8. HUD shall provide AFGE National Council of HUD Locals #222 a list of all affected Office of Housing and Office of Chief Human Capital Officer bargaining-unit employees.
9. HUD shall provide AFGE National Council of HUD Locals #222 a copy of the contract with the U.S. Department of Treasury including the cost for the HR pilot.
10. HUD shall provide AFGE National Council of HUD Locals #222 a list of Department of Treasury contacts for labor and employee relations services for each affected Office of Housing field office and Headquarters so that the Council can carry out its representational responsibilities.
11. There shall be no change in the terms of the HUD-AFGE Council 222 Agreement due to the HR pilot in the Office of Housing.

These are preliminary proposals and there may be additional proposals once the bargaining is to take place in accordance with Article 5, Section 5.02(13) of the Agreement. Should the Agency refuse to bargain the impact and implementation of this HR pilot in the Office of Housing on bargaining-unit employees, the Council will proceed to file a Grievance of the Parties for violating the Agreement, including, but not limited to Article 5. If there are any other questions or concerns, the Agency may contact me as the designated representative regarding this Article 5 Demand to Bargain.