



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