



American Federation of Government Employees
Council 222 of HUD Locals

Affiliated with AFL-CIO

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MEMORANDUM FOR: Jacqueline Mercer-Hollie, Director, Employee & Labor Relations & Performance Management Division

FROM: Eddie Eitches, President

SUBJECT: Demand to Bargain – Pilot Zipcar Program

This will serve as AFGE Council's (the Union's) demand to bargain over the Pilot Zipcar Program in accordance with Article 5 of the HUD-AFGE Agreement.

Below are our preliminary proposals:

1. Written Responses: Management shall provide written responses regarding the Union proposal provided below within five business days of receipt of this memo.
2. Meeting Time: Management shall work with the Union to set a mutually agreeable meeting time within two weeks to negotiate a national supplement regarding the proposed Pilot Zipcar Program.
3. Implementation Date: Management shall not implement the Pilot Zipcar Program until a minimum of two weeks after the Union and Management have signed a supplement in order to allow time to inform all affected bargaining unit employees.
4. Participating Offices: Management shall identify all offices covered by the pilot program before implementation. Office directors and the corresponding local or regional union presidents will confer and the union officials will convey the bargaining unit employees' interest in the program prior to office directors expressing an interest in their respective offices' participation in the pilot.
5. Employee Participation: Employee participation in the Pilot Zipcar Program shall be optional. No employee shall be forced to drive either for local transportation or while traveling on temporary duty orders. If an employee is unwilling or unable to use a Zipcar for official government business, or a Zipcar is not suitable for the required purpose, Management shall provide an alternative means of transportation, such as a rental car or taxi.
6. Passengers: No employee shall be required to transport other passengers or others' belongings in a Zipcar. No employee shall be required to ride as a passenger in a Zipcar.
7. Distance: Employees shall not be required to walk more than .25 mile to a Zipcar location to pick up a Zipcar. Management shall provide transportation to and from Zipcar locations that are greater than that distance when requested by employees.

8. Reasonable Accommodations: Management shall provide reasonable accommodations as necessary for employees participating in the Pilot Zipcar Program. Employee participation in the pilot program shall not adversely affect reasonable accommodations provided to them.
9. Unsafe Conditions: Employees shall not be required or expected to travel in or operate a Zipcar under conditions that the employee determines to be unsafe.
10. Emergency Situations: In the event a weather, road hazard, vehicle or emergency repairs affects an employee while using a Zipcar on official authorized travel or authorized local transportation, the employee will remain in official status until the emergency situation is resolved. If necessary, Management will provide an alternative means of transportation as soon as practical, and will authorize overtime, credit hours, and/or compensatory time for all affected employees as appropriate.
11. Training and Information: Management shall train employees in all rules and requirements of the Pilot Zipcar Program and shall advise employees of all their rights and options before employees participate in the program.
12. Personal Information: Employees participating in the Pilot Zipcar Program shall not be required to provide personal information or data, nor shall Management collect or maintain records of personal information, except as required by statute or GSA Rental Supplemental Vehicles Program (RSVP) regulations. The Department shall safeguard all personal information in accordance with privacy laws.
13. Charge Cards and Travel Authorization: Employees participating in the Pilot Zipcar Program shall not be required to obtain a Government Travel Charge Card for the sole purpose of using Zipcars. Employees shall not be required to use personal charge cards when using Zipcars under the pilot program. Employees shall utilize the normal travel authorization procedures. If the Zipcar is to be used for local travel from the employee's duty station or alternative work station, and the local HUD office does not require travel authorization through the Department's automated travel system, then the employee shall not be required to use the automated travel system for authorization, payment, or reimbursement. The pilot will include an agency direct billing option.
14. Citations: A traffic citation for a moving violation during official duty time does not necessarily constitute misconduct. The nature of the offense and the totality of the circumstances must be taken into consideration. Disciplinary or adverse action shall be in accordance with the Discipline Article of the HUD-AFGE Agreement.
15. Damage and Injuries: Employees participating in the Pilot Zipcar Program shall not be responsible for damages resulting from an accident while on official travel or authorized local transportation. Employees who are drivers of or passengers in a Zipcar used for work-related travel and transportation shall be eligible for workers' compensation in the case of accident-related injuries based on a direct nexus of the injury to work requirements.
16. No Adverse Action: There shall be no adverse action taken against employees based on participation or non-participation in the Pilot Zipcar Program.

17. Program Implementation: Management shall not implement the Pilot Zipcar Program prior to completing negotiations with the Union, as indicated by a signed agreement. Management shall not implement a permanent Zipcar Program without conducting and completing negotiations with the Union upon the conclusion of the pilot program.

These are preliminary proposals only, and the Union reserves the right to bargain or amend or add proposals, in accordance with Article 5 of the collective bargaining agreement. Jerry Gross will serve as Chief Negotiator.