



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

April 16, 2013

MEMORANDUM FOR: John Anderson, Senior Advisor, Employee and Labor,
Performance Management Division AHED

FROM:

Eddie Eitches, President
AFGE National Council 222 of HUD Locals

SUBJECT: Demand to Bargain: Human Resource Initiative

Pursuant to Article 5, Section 5.02 of the HUD /AFGE Collective Bargaining Agreement (the Agreement), this memorandum serves as HUD Council 222 of AFGE Locals' (the Council's) demand to bargain the impact and implementation the Department's planned deployment of several new systems that will replace and/or supplement current Human Resources (HR) systems.

The Council is offering the following preliminary proposals for consideration and negotiation:

- 1) Status quo will remain and no changes to existing current HR Systems will take place until all bargaining is completed in accordance with the Agreement.
- 2) No employee will be involuntarily relocated, separated or downgraded as a result of implementation of the Cornerstone on Demand HR System including but not limited to the use of Cornerstone's Learning Management System (LMS)
- 3) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation.
- 4) The HR Systems replacement/supplementation provided by Cornerstone on Demand will have no adverse impact upon any bargaining unit employees, including but not limited to work flow, mission goals, performance requirements and performance evaluation.
- 5) Employee Performance Standards entered into Cornerstone on Demand's Performance and Compensation System shall continue to be in accordance with the terms of the Agreement. Employees shall continue to be able to enter their accomplishments during the appraisal cycle and enter comments after receipt of their performance ratings.

- 6) No position will be removed from the bargaining unit as a result of implementation of Cornerstone on Demand's LMS.
- 7) The HR Systems replacement/supplementation provided by Cornerstone on Demand will not change existing opportunities for employee's promotions, upward mobility or career ladder opportunities.
- 8) Employee historical data retained in the Cornerstone on Demand Performance and Compensation System will only be used for routine purposes. Routine purpose is deemed the use of data necessary to perform assigned duties in carrying out the mission of the Department.
- 9) Employees shall be given a reasonable training period to become proficient in using the Cornerstone on Demand's HR systems. Employees will be provided the opportunity to voluntarily participate in hands-on training of Cornerstone on Demand HR systems. Additional training, follow-up, and refresher instruction will be provided upon the employee's request.
- 10) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of the planned deployment of replacement/supplement of the Department's current HR systems..
- 11) There shall be no adverse impact on to employees' alternative work schedules as a result of implementation of the Department's HR systems replacement/supplement.
- 12) There shall be no adverse impact to existing employee telework agreements as result of implementation of the Department's HR systems replacement/supplement.
- 13) Local Union Presidents shall receive timely notifications in accordance with Article 5 of the Agreement regarding local changes in personnel policy, practices and procedures as a result of implementation of HR systems replacements.
- 14) The replacement/supplementation of the Department's HR systems shall be in compliance with the Americans with Disabilities Act and the Rehabilitation Act of 1973.
- 15) Implementation of the Department's HR systems replacement/supplementation by Cornerstone on Demand will not alter reasonable accommodations currently in effect, nor will they delay the processing and approval of future requests for reasonable accommodations during and following the implementation of these systems.

- 16) The Department shall establish strong measures to be put in place to ensure that employee personal information in all HR systems cannot easily be shared or accessed by personnel at the service provider.
- 17) If an employee mistakenly inputs information on Cornerstone On Demand's systems or if any Cornerstone HR system incorrectly populates erroneous information including but not limited to education, disability status, and job related skills, the employee will not be subject to disciplinary action. The Department shall ensure that errors can and will be promptly corrected.
- 18) The Department shall ensure that employee requests for retirement information or resignation information initiated through the shared Bureau of Public Debt/Administrative Resource Center (BPD/ARC) HR shared services will not be shared with the employee's managers.
- 19) Employees shall continue to have access to the Department's Pay, Benefits and Retirement Division (or its successor) regional points of contacts regarding benefits questions and problems.
- 20) The implementation of BPD/ARC's HR shared services will not adversely affect or delay employees' existing retirement application submissions.
- 21) Employees shall continue to have full access and maintenance to their personnel data including but not limited to all data contained in their Electronic Official Personnel Folder (eOPF) as a result of implementation of BPD/ARC's HR shared services.

These are preliminary proposals for the purpose of negotiating the changes under the subject line above and additional proposals may be added prior to the start of any necessary negotiations. Thank you.