



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

May 3, 2013

MEMORANDUM FOR: Karen Newton-Cole, Deputy Chief Human Capital Officer

FROM: Salvatore T. Viola, Assistant Chief Steward, *Salvatore Viola*
Mid Term Bargaining Committee,
AFGE National Council of HUD Locals #222

SUBJECT: Demand to Bargain: Closure of 11 Field Offices

Pursuant to Article 5, Section 5.02 of the HUD /AFGE Collective bargaining Agreement (the Agreement) this memorandum serves as HUD Council of AFGE Locals (the Council) demand to bargain the impact and implementation the Department's planned closure of 11 small field offices within the Council's jurisdiction. Status quo shall remain and no planned action shall take place until statutory and contractual bargaining is completed.

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

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation to address any adverse impact. Management shall immediately provide all the information specified under Article 5, paragraphs 5.04(2) and (3). Nothing in this Agreement will prevent the Parties from negotiating over procedures and appropriate arrangements for adversely affected employees pursuant to 5 U.S.C. § 7106(b) (3).
- 2) Internal reorganizations, transfers of function, realignments, voluntary/ involuntary relocations, Reductions in Force, Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive program (VSIP) as a result of the Departments implementation of the 11 field office closures shall be conducted in accordance with law, rule, regulation and the terms of the Agreement.
- 3) The Department agrees to minimize adverse actions and reduce separations of employees affected by the office closure decision. The Department shall seek voluntary transfers/relocations prior to implementation.

- 4) The Department shall seek Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management .The VERA/VSIP authority, if approved, shall be concurrent with other methods used to draw down the workforce and/or facilitate other Department opportunities for the affected employees.
- 5) Status Quo will remain and the Department shall delay the implementation of the 11 field office closures until voluntary transfers/relocations and VERA /VSIP are fully exhausted.
- 6) The Department shall provide bi-weekly conference call meetings with the Union to discuss progress, problems, ideas and concerns on the and current progress made through voluntary transfers/relocations and VERA /VSIP until the closure process of the 11 field offices is completed
- 7) No employee will be involuntarily separated or downgraded as a result of the Department's implementation of 11 field offices closures.
- 8) No position will be removed from the AFGE bargaining unit as a result of implementation of the 11 field office closures.
- 9) Upon implementation of this Supplement, on an on-going basis, the Department shall provide AFGE Council 222 and all AFGE Locals at HUD affected by the 11 field office closures a list of all Departmental vacancies in other program offices and divisions for which the affected employees may be qualified.
- 10) Affected employees who do not apply for a voluntary transfer/relocation or VERA/VSIP shall be reassigned to another office closest to the field office they are currently assigned. HUD will provide a list of vacant sites for which the employee is qualified. From these vacant sites, the bargaining-unit employee shall be allowed to submit his/her top three (3) choices for reassignment. HUD shall reassign the employee to one of his/her top three (3) choices if at all possible. If HUD determines it cannot grant one of the employee's top three (3) choices, it shall document the reasons why. Absent just cause, the employee will be permitted to select two additional choices from the above referenced list.
- 11) The Department shall allow the affected employees who do not apply for VERA/VSIP and cannot relocate for personal hardship reasons to work 5-days per week in a 21st-Century virtual office (i.e., telework at home) or alternative worksite such as a GSA telework center, etc. to minimize the hardship and impact on the families and finances of

affected bargaining-unit employees as an appropriate arrangement. Affected employees shall not be required to live within the “normal commuting area” of any reassigned duty station for the purposes of teleworking.

- 12) All current protocols for out stationed employees will be re-negotiated prior to any office closure where the movement, transfer, reassignment, forced relocation or forced retirement of any employee is completed. Currently out-stationed employees shall not have any additional or more rigorous supervision or reporting requirements imposed as a result of the office closures than they currently have (e.g., if their supervisor/manager is not currently co-located with the employee, the employee shall not be forced to move to the supervisor's office).
- 13) All settlement agreements, grievance awards or mutually agreed solutions and/or negotiated agreements between the union and employees with the Department shall remain in place.
- 14) In accordance with the terms of Article 5 of the Agreement, midterm bargaining will be conducted at the local level concerning local issues related to the Department's implementation of the 11 field offices closures.
- 15) The Department shall release affected employee's obligation for the repayment of student loan subsidy, training, other programs due to dislocation.
- 16) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of the Department's implementation of the 11 field offices closures.
- 17) There shall be no adverse impact on to employees' alternative work schedules as a result of the Department's implementation of the 11 field offices closures.
- 18) There shall be no adverse impact to existing employee telework agreements as result of the Department's implementation of the 11 field offices closures.
- 19) . The relocations of employees with disabilities who currently have reasonable accommodations or disabilities shall be in compliance with the Americans with Disabilities Act and the Rehabilitation Act of 1973. The Department shall provide reasonable accommodations to disabled employees affected by office closures. The Department shall inform affected employees with disabilities of their right to request reasonable accommodations and obtain Union representation in pursuit of reasonable accommodations, and shall provide the name and contact information for a reasonable accommodations counselor.

20) The Department's implementation of the 11 field offices closures shall not alter reasonable accommodations currently in effect. There shall be no adverse impact to existing reasonable accommodations. If the Department believes that a reasonable accommodation must be altered, it will inform the employee and provide Article 5 notice to the Union in a confidential manner.

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. If you have any questions, I can be reached at (973) 776-7391

Thank you.