



American Federation of Government Employees  
National Council of HUD Locals 222

*Affiliated with AFL-CIO*

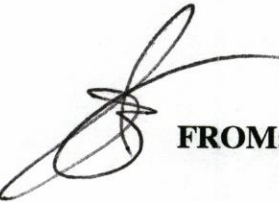
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October 8, 2014

**MEMORANDUM FOR:** Jaqueline Mercer-Hollie, Director, Employee and Labor Relations Division, AHED  
Michael Stein, Deputy Director, Employee and Labor Relations Division, AHED  
Anita Crews, Human Resource Specialist, Employee and Labor Relations



**FROM:** James P. Flynn, Mid-Term Bargaining Committee, AFGE National Council of HUD Locals 222

**SUBJECT:** Demand to Bargain – Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments Policy and Handbook 750.1

This will serve as Council 222's (the Union's) demand to bargain over the Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments Policy and the related Handbook 750.1 in accordance with Article 5 of the HUD-AFGE Collective Bargaining Agreement. Management provided a draft of the Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments Policy to the Union on September 30, 2014.

Below are our preliminary proposals:

1. Management shall provide written responses regarding the Union's proposals provided below within ten days of receipt of this memo.
2. Management shall work with the Union to set a mutually agreeable meeting time within thirty days to negotiate the Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments Policy and Handbook 750.1
3. HUD shall provide training and information to all bargaining unit employees regarding Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments programs and how to participate.
4. No employee rights under the HUD-AFGE Collective Bargaining Agreement shall be waived as a result of participating in Details, Interagency Agreement Assignments or Intergovernmental Personnel Act Assignments.
5. No employee shall be removed from the bargaining unit as a result of the Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments programs.

6. No adverse action shall be taken against any bargaining unit employee in connection with either participation in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments or request(s) to participate in the programs.
7. Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments shall not have any adverse impact on any employees' promotions, within-grade increases, upward mobility, or career ladder positions, whether they participate in the programs or not.
8. Decisions related to employee participation in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments, including selection, may not be based on political affiliation, labor organization affiliation or non-affiliation, marital status, race, color, religion, gender, sexual orientation, sex, national origin, disability, or age.
9. HUD shall notify each Local Union, in accordance with Article 5 of the HUD-AFGE Collective Bargaining Agreement, regarding local changes that may occur to bargaining unit employees in connection with Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments.
10. Bargaining unit employees' eligibility for other training opportunities and training funds available through their permanent program offices shall not be affected as a result of applying for Details, Interagency Agreement Assignments or Intergovernmental Personnel Act Assignments, or by their participation or non-participation in the programs.
11. Employees who participate in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments may telework more than one day per week if their temporary supervisor agrees that an increased number of telework days will not impede their progress.
12. Employees who participate in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments and who agree to change or suspend their previously existing telework agreement for the duration of the program, shall be permitted to return to their prior telework arrangement without adverse impact immediately upon return to their permanent assignment.
13. Employees who participate in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments shall have the same rights to alternative work schedules as other employees in the Gaining Organization.
14. There shall be no adverse impact to any reasonable accommodation of any affected employee who participates in Details, Interagency Agreement Assignments, and Intergovernmental Personnel Act Assignments, or who works in Gaining Organizations with a temporarily detailed or assigned employee. Management shall not discriminate against any employee with a reasonable accommodation who applies to participate or who participates in these programs.

15. Any annual leave approved prior to the start of a Detail, Interagency Agreement Assignment or Intergovernmental Personnel Act Assignment, shall not be rescinded as a result of participation in the programs.
16. Any employee participating in a Detail, Interagency Agreement Assignment or Intergovernmental Personnel Act Assignment shall receive a copy of a written performance plan for the detail or assignment and shall receive separate ratings for each detail or assignment, whether temporary or permanent, that has a different performance plan.
17. Any changes to Handbook 750.1 as agreed to and finalized following the conclusion of the current negotiations shall be subject to notice and negotiation.
18. The terms of the agreement reached in this mid-term negotiation shall be incorporated into the successor HUD-AFGE Collective Bargaining Agreement that follows the existing 1998 HUD-AFGE Collective Bargaining Agreement.
19. HUD shall provide a copy of each Detail, Interagency Agreement Assignment or Intergovernmental Personnel Act Assignment position announced to the Local that represents the Gaining Organization's bargaining unit, and shall provide information about positions filled and announcements cancelled.

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. I will serve as Chief Negotiator.