



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

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MEMORANDUM FOR: John Anderson, Acting Deputy Director, Employee & Labor Relations
Division, AHED

FROM: Jerry Gross, Mid-term Bargaining Chair, AFGE Council 222 of HUD Locals

Subject: Demand to Bargain – Rotational Assignment Program and Handbook 655.1

This will serve as Council 222's (the Union's) demand to bargain over the Rotational Assignment Program and the related Handbook 655.1 in accordance with Article 5 of the AFGE-HUD collective bargaining agreement. Management provided a draft of the Rotational Assignment Pilot Program policy to the Union on May 2, 2014.

Below are our preliminary proposals:

1. Management shall provide written responses regarding the Union's proposal 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 Rotational Assignment Program and Handbook 655.1.
3. The Union shall have the right to review and bargain the Rotational Assignment Program Agreement Form before the program is implemented.
4. HUD shall provide training and information to all bargaining unit employees regarding the Rotational Assignment Program and how to participate.
5. No employee rights under the HUD/AFGE Agreement shall be waived as a result of participating in the Rotational Assignment Program.
6. No employee shall be removed from the bargaining unit as a result of the Rotational Assignment Program, regardless of participation or non-participation in the Program.
7. No adverse action shall be taken against any bargaining unit employee in connection with either participation in the Rotational Assignment Program or request(s) to participate in the Program. Implementation of the Rotational Assignment Program shall not have any adverse impact on any employees' promotions, within-grade increases, upward mobility, or career ladder positions, whether they participate in the program or not.
8. Decisions related to employee participation in the Rotational Assignment Program, 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, and shall be based solely on job-related criteria.

9. Home offices shall not deny employees the right to apply for rotational assignments.
10. Any denial by a home supervisor or home organization official that precludes an employee from accepting a rotational position shall be in writing, with a copy to the employee, and shall be made solely on job-related and/or organizational need criteria, such as office coverage, staffing shortages, and workload constraints. The denial will also include time-relevant factors, such as when (e.g., after another employee returns from extended leave or training) or under what conditions (e.g., upon filling a vacancy) the employee might be allowed to participate.
11. There shall be no limitation, other than the employee's qualifications, on reassignments to different cylinders.
12. The only qualification limitations for assigning an employee to a temporary rotational assignment shall be:
 - a) The employee cannot be placed in a different interval series position than he/she currently occupies.
 - b) The employee must meet any positive education requirements of the position.
 - c) The employee may not be placed in a position more than one grade level above or below his/her position of record.
13. Bargaining unit employees who meet all other eligibility criteria shall not be barred from participating in the Rotational Assignment Program due to a pending disciplinary action (i.e., any proceedings that are not finalized). Employees who are under a disciplinary action may participate if both the home and the host supervisors agree, and the host supervisor is aware of the details of the disciplinary action.
14. HUD shall notify each Local Union, in accordance with Article 5 of the HUD/AFGE Agreement, regarding local changes that may occur to bargaining unit employees in connection with the Rotational Assignment Program, including but not limited to moves, details, and reassignments.
15. Bargaining unit employees' eligibility for other training opportunities and training funds through their home offices shall not be affected as a result of applying for a rotational assignment, or participating in or not participating in the Rotational Assignment Program
16. Employees who participate in the Rotational Assignment Program may telework more than one day per week if the host supervisor if the host supervisor agrees that the training and evaluation opportunities will not be hurt by increasing the number of telework days.
17. Employees who participate in the Rotational Assignment Program and who agree to change or suspend their previously existing telework agreement for the duration of the rotational assignment shall be permitted to return to their prior telework arrangement without adverse impact immediately upon return to their permanent assignment.
18. Employees who participate in the Rotational Assignment Program shall have the same rights to alternative work schedules as other employees in their host office.

19. There shall be no adverse impact to any reasonable accommodation of any affected employee who participates in the program or who works in organizations hosting a rotational assignment employee. Management shall not discriminate against any employee with a reasonable accommodation who applies to participate or who participates in this program.
20. Any annual leave approved prior to the start of a rotational assignment shall not be rescinded as a result of participation in the Program.
21. Any employee participating in a rotational assignment shall receive a copy of a written performance plan for the rotational assignment and shall receive separate ratings for each assignment, whether temporary or permanent, that has a different performance plan.
22. Any changes to Handbook 655.1 as agreed to and finalized following the conclusion of the current negotiations shall be subject to notice and negotiation.
23. The terms of the agreement reached in this mid-term negotiation shall be incorporated into the successor collective bargaining agreement that follows the existing 1998 HUD-AFGE national collective bargaining agreement.
24. HUD shall provide a copy of each Rotational Assignment Program position announced to the Local that represents the host 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.