



# National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFFILIATED WITH AFL-CIO

## Council 222

July 26, 2016

MEMORANDUM FOR: Anita Crews, Human Resources Specialist (ER/LR)  
Office of The Chief Human Capital Officer (OCHCO)

FROM: Salvatore Viola, Executive Vice President   
AFGE National Council of HUD Locals #222

SUBJECT: Demand to Bargain: Innovation Pilot Workload Sharing

Pursuant to Article 49, Section 49.04 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 CPD's planned Innovation Pilot Workload Sharing.

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

- 1) 1) This Supplement shall not diminish or waive any rights that CPD bargaining unit employees have under the AFGE Agreement, law, rule or regulation. The planned Innovation Pilot Workload Sharing to address any adverse impact. Management shall immediately provide all the information specified under Article 49, Section 49.02.
- 2) Status Quo will remain and the Department shall delay the implementation of the Innovation Pilot Workload Sharing until mid-term bargaining is completed.
- 3) Participation in the planned Innovation Pilot Workload Sharing shall be voluntary.
- 4) The Parties agree that CPD's Innovation Pilot Workload Sharing will not be utilized as a prerequisite for a Departmental reorganization or consolidation of CPD offices nationwide.
- 5) No bargaining employee will be involuntarily separated or downgraded as result of the CPD's planned Innovation Pilot Workload Sharing.
- 6) No position will be removed from the bargaining unit as a result of implementation of CPD's planned Innovation Pilot Workload Sharing.

- 7) To the maximum extent possible, Management shall establish and maintain a balanced workload for each individual affected bargaining unit employee.
- 8) For affected bargaining unit employees, their skills will be utilized to the maximum extent possible within their job classification. To the extent possible, work will be distributed fairly and equitably among affected within job classification.
- 9) No bargaining employee will be involuntarily relocated as a result of implementation of CPD's planned Innovation Pilot Workload Sharing.
- 10) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of planned Innovation Pilot Workload Sharing.
- 11) The planned Innovation Pilot Workload Sharing will not alter employees' alternative work schedules as a result of implementation of planned Innovation Pilot Workload Sharing.
- 12) The planned Innovative Pilot Workload sharing will not alter existing employee telework agreements.
- 13) Local Union Presidents shall receive timely notifications in accordance with Article 49 of the Agreement regarding local changes in personnel policy practices and procedures as a result of implementation of CPD's planned Innovation Pilot Workload Sharing.
- 14) CPD' planned Innovation Pilot Workload Sharing shall be in compliance with the Departmental Reasonable Accommodation Policy and Article 45 of the Agreement. The planned Innovation Pilot Workload Sharing will not alter reasonable accommodations currently in effect.
- 15) To the maximum extent possible, work as a result of the pilot workload sharing will be distributed equitably among affected bargaining unit employees. The phrase "other related duties as assigned" as used in position descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to an employee not reasonably related to their basic position description.
- 16) The implementation the Innovative Pilot Workload Sharing shall be deemed as a factor beyond an affected employee's control and will not negatively impact an affected employee's performance evaluation. In the application of performance elements and standards to affected bargaining unit employees, management shall take into account factors beyond employees' control including, but not limited to: availability of resources, lack of or inadequate training,

frequent or authorized interruptions of normal work duties, additional work assignments, processing delays by others, understaffing of positions, leave, and other duties as assigned.

- 17) Affected bargaining unit employees who are reassigned the work of their colleagues as a result of the Pilot Workload Sharing shall receive guidance and/or training as necessary to effectively perform the work assigned including necessary location or technical discipline information. Training shall be in accordance with the Collective Bargaining Agreement.
- 18) Management shall conduct a workload analysis prior to deciding distributing individual employees' workload as a result of the Pilot Workload Sharing. This includes a baseline work study which will be conducted to determine what constitutes a full and fair workload for each Bargaining Unit employee. This workload analysis including a Bargaining Unit employee workload capacity methodology and calculations shall be provided to the Union within 5 days upon its request.
- 19) : In the event of temporary increases in workload and/or temporary increases in the complexity of workload, Bargaining Unit Employees shall receive temporary promotions in accordance with applicable OPM regulations and the Agreement.
- 20) Employees who voluntarily participate in the Workload Sharing and affected employees who are reassigned the work of their colleagues as a result of the Pilot Workload Sharing shall be recognized by the Department for their achievements. Awards shall be processed within the provisions of the Agreement.

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 or (917) 607-1474.

Thank you.