




National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

July 11, 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: Implementation of HUD Operating Protocols

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 Union) demand to bargain the impact and implementation of the new HUD Standard Operating Protocols HUD AFGE Bargaining Unit Employees submitted in draft form to the Council on July 6, 2016.

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation. The Protocols shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that no Operating Protocol shall be executed in any manner conflicting with the provisions of the Agreement.
- 2) Status Quo will remain and the Department shall delay the implementation of the new HUD Operating Protocols until mid-term bargaining is completed.
- 3) No bargaining unit employee will be involuntarily separated or downgraded as result of the implementation of the new HUD Operating Protocols.
- 4) No position will be removed from the bargaining unit as a result of implementation of the new HUD Operating Protocols.
- 5) No bargaining employee will be involuntarily relocated as a result of implementation of the new HUD Operating Protocols.
- 6) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of the new HUD Operating Protocols.

- 7) The implementation of the new HUD Operating Protocols will not affect employees' existing alternate work schedules.
- 8) The implementation of the new HUD Operating Protocols will not affect employees' existing employee telework agreements.
- 9) The implementation of the new HUD Operating Protocols will not affect employees' existing or pending reasonable accommodations. The decision maker of a reasonable accommodation will not change as a result of implementation of the new HUD Operating Protocols. The new HUD Operating Protocols shall interfere with the required 30-day processing of a reasonable accommodation request.
- 10) The implementation of the new HUD Operating Protocols will not affect approved or pending employees' hardship reassignment requests.
- 11) For out-stationed employees, the remote immediate supervisor shall be the approving official for telework requests. For on-site employees, the on-site immediate supervisor shall be the approving official for telework requests.
- 12) For an out-stationed employee, the employee's remote immediate supervisor shall be the approving official for sick and annual leave requests. For on-site employees, the employee's on-site immediate supervisor shall be the approving official for sick and annual leave requests.
- 13) There shall be no adverse impact on existing upward mobility and /or career ladder promotions and step increases as a result of implementation of the new HUD Operating Protocols.
- 14) The Department will continue to abide by all current settlement agreements (EEO) and grievance awards. If there are circumstances caused by implementation of the new HUD Operating Protocols that prevent the Department from abiding by any such agreement or award, it shall immediately notify the Union.
- 15) Any new performance standards provided to employees as a result of implementation of the new HUD Operating Protocols shall be issued in accordance with the terms of the Agreement.
- 16) Out-stationed employees shall continue to receive program work assignments from the employee's remote immediate supervisor. Other assignments given to an on-site employee by

a RA/DRA/FOD/PAO or PD shall be in consultation with the employee's remote immediate supervisor.

- 17) An out-stationed employee's rating official shall be the remote immediate supervisor in accordance with the Agreement. Input regarding work assigned by the on-site supervisor may be given to the remote immediate supervisor for consideration in the performance rating.
- 18) Performance Ratings will be made in accordance with Article 30 of the Agreement.
- 19) On-site employees shall continue to receive program work assignments from the employee's immediate supervisor. Other assignments given to an on-site employee by a RA/DRA/FOD/PAO or PD shall be in consultation with the employee's immediate supervisor.
- 20) Decisions regarding work assignments and priorities will be communicated to the employee by the employee's immediate supervisor or remote immediate supervisor or an out-stationed employee's remote immediate supervisor..
- 21) An on-site employee's rating official shall be the immediate supervisor in accordance with the Agreement.
- 22) Employees will be held harmless in performance appraisals and discipline for problems with carrying out duties that require a professional degree or higher education to perform if the employees do not hold such degrees or have the higher education required as a result of implementation of the new HUD Operating Protocols.
- 23) Employees will be held harmless in performance appraisals, discipline and/or adverse actions if they are denied security clearance and access to any HUD systems to perform duties as a result of implementation of the new HUD Operating Protocols.
- 24) The disciplinary process shall continue to be applied in accordance with Article 12 of the Agreement. In the event the RD is the Proposing Official, the Deciding Official will remain in the program area chain for the purpose of this supplement This will not alter any other section or provision of the Agreement and will set no precedent.
- 25) The implementation of the new HUD Operating Protocols shall be deemed as a factor beyond an employee's control and will not negatively impact an 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.

- 26) Designated lead personnel who are not classified as a supervisor (i.e. team leaders, lead specialists etc.) will not perform supervisory duties or carry out supervisory administrative and/or personnel procedures and functions.
- 27) Grievance procedures shall be in accordance with Article 51 of the Agreement. A designated Management official as a result of implementation of the new HUD Operating Protocols may not serve as a deciding official in more than one step of the grievance procedure.
- 28) When proposed national, regional and/or local changes in personnel policies, practices, working conditions or general conditions of employment not already covered in the Agreement resulting from any Operating Protocol activity, the union shall be given an opportunity to engage in pre-decisional discussions and engage in national, regional and /or local bargaining in accordance with Article 49 of the Agreement and statutory provisions.
- 29) In accordance with Article 49 of the Agreement, mid-term bargaining shall be conducted at the local level concerning local space issues and realignments not negotiated at the national level related to the Department's implementation of the new HUD Operating Protocols. Space management shall be in accordance with Article 57 of the Agreement.
- 30) Evaluation of customer service feedback shall be used to identify trends, service gaps, and opportunities, ultimately leading to the development and implementation of strategies to further improve customer services. Negative customer service feedback shall not be used to discipline or carry out an adverse action to any bargaining unit employee.
- 31) . Affected Employees 'skills will be utilized to the maximum extent possible within their job classification as a result of implementation of the new HUD Operating Protocols. To the extent possible, work will be distributed fairly and equitably among personnel within job classification. The phrase" other related duties as assigned" as used in position descriptions means duties related to the basic classified position description. This phrase will not be used to regularly assign any work to an employee not reasonably related to their basic position description.
- 32) Affected bargaining unit employees who have no previous or recent experience with newly assigned duties as a result of implementation of the new HUD Operating Protocols shall be provide necessary training. Training for newly assigned duties shall be in accordance with the terms of Article 29 of the Agreement. Employees shall be given a reasonable training period to become proficient in performing new duties as a result of implementation the new

HUD Operating Protocols. Additional training, follow-up, and refresher instruction will be provided upon the employee's request.

- 33) In the event RA/DRA/FOD or PAO establishes deadlines that have short turnaround times and requirements that may conflict with an employee's assigned program work, they shall coordinate with the PD and the employee's immediate supervisor to ensure adjusted reasonable program deadlines are immediately established. While sensitive to the priorities of program activities in the Field, it is understood that full communication of priorities and deadlines must be conducted by Management to ensure that the employee is provided enough opportunity for the employee to reach the full performance level of his/her program assigned work and goals.
- 34) The individual portfolio or book of business for which program office employees are responsible will be in the Operating Plan goals in the event the portfolio work overlaps with cross-cutting initiatives.
- 35) Once the parties successfully complete negotiations of this supplement Management will notify the employees of the new operating protocols within 60 days after the date of this signed supplement. The parties agree that the terms of this supplement shall be completely communicated to the before any implementation begins.
- 36) As a result of implementation of the new HUD Operating Protocols, in the event the RA/DRA/FOD leadership establishes continuity of operations activities and local disaster preparation due to a local, regional or national emergency incident, the parties agree that they will be handled in accordance with Article 41 Agreement, any subsequent applicable supplements.in the Agreement and all applicable Health and Safety Federal regulations and directives. This includes but is not limited to:
 - a) Continuity of Operations (COOP), emergency/disaster incident reporting, interagency disaster preparedness, response and recovery initiatives.
 - b) Interagency initiatives include, but are not limited to, Federal Continuity Directives (FCD), the National Response Framework (NRF), and the National Disaster Recovery Framework (NDRF). FPM Regional Disaster Recovery Coordinators, in collaboration with the Office of Disaster Management and National Security (ODMNS) and the Office of Administration (OA), support field office objectives and provide guidance, technical assistance, training and oversight across COOP, emergency/disaster incident reporting, and interagency preparedness, response and recovery initiatives.

- 37) In the event, a RA/DRA/FOD request employees from Program Field Working Group or employees who are program subject-matter experts to attend place-based, cross-program meetings and others related to agency priorities, these meetings shall be conducted during regular duty hours. Hours of duty shall be administered in accordance with Article 16 and Supplement 3 of the Agreement.
- 38) The Department will provide travel and per diem for the employees to attend place-based, cross-program meetings and other meeting related to agency priorities. This also includes travel for remote program delivery. All employee travel shall be administered in accordance with Article 23 “Travel and Travel Charge Cards” of the Agreement.
- 39) Assigned work outside of their program work area shall be used for special awards to all participating bargaining unit employees. Incentive awards resulting from work assigned due to the new HUD Operating Protocols shall be administered in accordance with the Agreement.
- 40) The parties agree that no later than six months after implementation of the new HUD Operating Protocols, both the Union and Management will conduct a conference call to discuss any concerns resulting from the implementation of this supplement.

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.