

American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

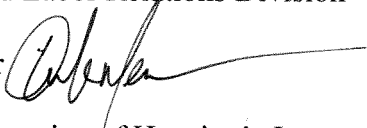
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September 22, 2016

MEMORANDUM FOR: Yvette N. White, Employee and Labor Relations Division

FROM: Kirk Mensah, Chief Negotiator 

SUBJECT: Demand to Bargain - Implementation of Housing's Loan Review System

This will serve as Council 222's (the Union's) demand to bargain over the Office of Single Family Housing's intent to implement a new Loan Review System (LRS) effective March 1, 2017. You provided notice of the proposed implementation by email dated Monday, September 19, 2016, 4:11 p.m. Notice delivered after 4:00pm is considered effective the next business day.

The Department has advised the Union that there are 338 impacted employees across the four Homeownership Centers and headquarters.

Please remember that Article 49 of the 2015 collective bargaining agreement (CBA) requires that the Union have fifteen calendar days in which to respond with a demand to bargain, and allows another ten days in which bargaining may begin. Additional time must be allowed for actual negotiations. For this reason, Article 49 states, "If feasible, management will provide advance written notice at least 30 days prior to the proposed implementation date, of any change affecting conditions of employment."

Following are our preliminary proposals:

1. Written Responses: Management shall provide written responses regarding Council 222's proposal provided below within five business days of receipt of this memo.
2. Status Quo: Status Quo will remain until completion of bargaining in accordance with Article 49 of the AFGE Agreement.
3. Employment: No bargaining unit employee will be involuntarily separated or downgraded as result of the Department's implementation of the Loan Review System.
4. Bargaining Unit Employees: No position will be removed from the bargaining unit as a result of implementation of the Loan Review System.

5. Reasonable Accommodations: The implementation of the Loan Review System will not affect employees' existing or pending reasonable accommodations. The implementation of the Loan Review System shall be in compliance with the Departmental Reasonable Accommodation Policies and the AFGE Agreement.
6. Alternative Work Schedules and Telework Agreements: There shall be no adverse impact to the alternative work schedule and/or telework agreement of any affected employee as a result of the proposed changes. Any situational telework shall be on a voluntary basis.
7. Time and Attendance: The implementation of the Loan Review System will not affect employees' existing Alternate work schedules. Time and attendance/Hours of Duty shall be administered in accordance with the Agreement.
8. Leave: Any leave and/or sick leave previously approved shall not be rescinded as a result of the implementation of the Loan Review System.
9. Transition Plan: Management will provide the Union its proposed transition plan three months prior to the go live date of the Loan Review System.
10. Performance Management: Affected bargaining unit employee's performance metrics for FY17 will remain the same as those currently in place for FY16. Management will provide FY18 performance metrics to the Union no later July 1, 2017.
 - a. To the maximum extent possible, work as a result of implementation of the Loan Review System 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.
 - b. In applying performance elements and standards as a result of implementation of the Loan Review System, affected bargaining-unit employees' performance appraisals shall take into account all of the job functions they are expected to perform and the actual amount of time available (or not available) to perform those functions.
11. Training: Management agrees that training will not commence prior to conclusion of bargaining. Any training previously approved shall not be rescinded as a result of the proposed changes.
 - a. Management will adhere to the terms of the Agreement to provide training as identified by either the bargaining unit or Management for new or critical duties of affected Single Family Housing employees that they currently do not perform. Any bargaining unit

employee that conducts this training will have their workload adjusted pursuant to the Agreement.

- b. Before expecting employees to perform the new duties assigned to a fully successful performance level, Management will ensure and provide adequate training on new duties.

12. Adverse Impact: There shall be no adverse impact on any affected employee as a result of the proposed changes.

13. Preservation of Rights: Implementation of an agreement related to the Loan Review System shall not diminish or waive any rights that bargaining unit employees have under the HUD-AFGE Collective Bargaining Agreement, law, or government-wide rule or regulation.

These are only preliminary proposals and the Union reserves the right to bargain or amend or add proposals in accordance with Article 49. I will serve as the Chief Negotiator.