



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

October 6, 2017

MEMORANDUM FOR: Shaundrelle Watson, Advisor, Employee and Labor Relations, AED

FROM:

Salvatore Viola, Regional Vice President,
AFGE National Council of HUD Locals #222

SUBJECT:

Demand to Bargain: Proposed Realignment for Office of Labor Standards and Enforcement

Pursuant to Article 49, Section 49.04 of the HUD /AFGE Collective Bargaining Agreement (referred herein as the Agreement), this memorandum serves as HUD Council of AFGE Locals (referred herein as the Union or the Council) demand to bargain the impact and implementation of the Office of Field Policy (FPM) proposal to realign the office of Labor Standards and Enforcement which is now labeled Office of Davis Bacon and Labor Standards (DBLS)

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

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation.
- 2) The realignment of the Office of Labor Standards and Enforcement shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that the realignment shall not be executed in any manner conflicting with the provisions of the Agreement including but not limited to Supplement 132 "Reorganization of the Office of Departmental Operations and Coordination (ODOC), transfer of the Office of Labor Relations (OLR) and non-OLR Headquarters Staff to the Office of Field Policy and Management (FPM), and abolishment of ODOC". This national supplement to the 1998 collective bargaining agreement is retained as a national supplement to the 2015 collective bargaining agreement.
- 3) Consistent with Supplement 132, item 11, the Department will conduct a workload and staffing assessment which will be shared with the Union and bargaining unit employees.

- 4) Status Quo will remain and the Department shall delay the implementation of the planned realignment until mid-term bargaining on anything not already covered by the Agreement is completed
- 5) The Department agrees that career ladders and promotion potential of bargaining unit employees will not be adversely affected by the realignment. The realignment will not change existing opportunities for affected employees' promotions, upward mobility or career ladder opportunities. No bargaining unit employees will be downgraded, involuntarily relocated, or separated, as a result of the realignment. No within-grade or other promotion will be delayed due to the reassignments. No affected employee will be physically relocated as a result of the realignment. Affected employees will remain at their current duty station.
- 6) No affected employee workload will be adversely affected by the realignment. To the maximum extent possible, any redistribution of work which is a direct result of the reassignments will be equitable.
- 7) No employee will be removed from the bargaining unit as a result of implementation of the realignment.
- 8) Any necessary workstation moves will be locally negotiated with the AFGE Union Local as per the provisions of the Agreement.
- 9) To the extent possible, workload will be distributed fairly and equitably among personnel within job classification as a result of implementation of the realignment.
- 10) For affected bargaining unit employees who are reassigned work as a result of implementation of the realignment, their performance standards and critical elements shall be adjusted accordingly and will be consistent with their job classification as described in their position descriptions.
- 11) Annual leave and/or sick leave previously approved will not be rescinded as result of implementation of the realignment.
- 12) Management agrees that employees affected by implementation of the realignment. will keep their previous alternative work schedules. Any changes to an affected employee's alternative work schedule shall be in accordance with the current collective bargaining agreement.

- 13) The Department agrees that employees affected by the realignment shall keep their existing telework agreements. Any change in a telework agreement shall be in accordance with the current collective bargaining agreement.
- 14) Approved reasonable accommodations will remain in effect and not be adversely affected as a result of implementation of the realignment. If a modification is requested by the employee the proposed modification will be processed in accordance with the Departmental Reasonable Accommodation Policy.
- 15) Employee they shall be given a reasonable training period to become proficient in performing new duties as a result of implementation of the realignment. This includes but is not limited to duties with the Native American program as it pertains to Davis Bacon and Related Acts. Additional training, follow-up, and refresher instruction will be provided upon the employee's request. Training shall be conducted in accordance with the provisions of the agreement.
- 16) The Realignment Supplement shall be provided to employees. The local union representatives shall be allowed to brief bargaining unit members on this Supplement at a meeting. Regular work time shall he allowed for this meeting.
- 17) Management agrees that result of implementation of the realignment, all Office of Davis Bacon and Labor Standards (DBLS) bargaining employees will be property classified based on their duties and responsibilities and will reflect grade parity for those employees with the same duties and responsibilities.
- 18) All Office of Davis Bacon and Labor Standards (DBLS) bargaining unit employees shall be treated fairly and equitably in the administration of this Supplement without interference, coercion or discrimination by Management.
- 19) Management shall separately notify and bargain with locals of any office moves resulting from the reorganization.
- 20) The implementation of the Proposed Realignment for Office of Labor Standards and Enforcement 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.

- 21) Each employee reassigned to a new first line supervisor under this realignment shall receive a rating of record from the former supervisor. The rating of record shall be communicated in writing to the employee within thirty (30) workdays of the effective date of the implementation of the realignment.
- 22) Each employee reassigned to a new supervisor under this realignment shall receive a new performance plan from the new supervisor. Employees shall be permitted to participate in the development of the performance plans. Performance Plans shall be administered in accordance with provisions of the Agreement.
- 23) Each employee assigned to a new first line supervisor as a result of implementation of the realignment shall receive a rating of record from the new supervisor after working 90 days or at the end the annual performance cycle, whichever is later. Performance appraisals shall be administered in accordance with the provisions of the Agreement.
- 24) In the event of temporary increases in DBLS 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.

These are preliminary proposals for 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 (917) 607-1474.

Please note that my email address is now salunion@outlook.com. Please use this email to communicate with me in the future.

Thank you.