



# National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFFILIATED WITH AFL-CIO

## Council 222

September 22, 2011

MEMORANDUM FOR: John Anderson, Employee & Labor Relations & Performance Management  
Division, AHEDA

FROM: Russell Varnado, President, Council 222

SUBJECT: Office of Multifamily Housing Buffalo Reorganization

This memorandum serves a notification of the Union's demand to bargain, Office of Multifamily Housing Buffalo Reorganization.

The Office of Multifamily Housing Buffalo Reorganization entails a change in conditions of employment of the affected bargaining unit members.

Below are our preliminary proposals:

1. **Promotions/Upward Mobility:** There shall be no adverse impact on any employees' promotions, upward mobility, or career ladder positions as a result of this reorganization.
2. **Teleworking:** There shall be no adverse impact to the telework agreements of the affected employees.
3. **Reasonable Accommodations:** There shall be no adverse impact to any reasonable accommodation of any affected employee.
4. **Annual Leave:** Annual leave previously approved shall not be rescinded as a result of this organization establishment.
5. **Interim Rating:** Any employee having a new first line supervisor as a result of this reorganization shall begin an interim rating by his/her former supervisor.
6. **Bargaining Unit Status:** No employee shall be removed from the bargaining unit as a result of this organization establishment.
7. **Reasonable Accommodations:** Management agrees that any Reasonable Accommodation request that has been previously approved will remain in force.
8. **Performance Appraisals:** Management agrees to issue an interim rating to each employee reassigned in accordance with the Act. The interim rating shall be a rating of record, and shall be communicated in writing to the employee within thirty (30) workdays from the effective date of the permanent position change.

9. **Maintenance of Status Quo**: The agency will maintain status quo until completion of bargaining.

These are preliminary proposal only and the union reserves the right to amend, add, or delete provisions in accordance with Article 5 of the HUD/AFGE Agreement. I will notify you of the Chief Negotiator's names at a later date.

Thank you in advance for your cooperation and assistance. If you have any questions about the above items, please do not hesitate to contact me at (202) 402-8033.

**Delegation of Authority**

This communication provides the delegation of authority to negotiate the issue of Office of Multifamily Housing Buffalo Reorganization, under the authority of American Federation of Government Employees ("AFGE") Council 222.

The Office of Multifamily Housing Buffalo Reorganization is a national issue, and as such is negotiated under the authority of AFGE Council 222. Effective immediately, \_\_\_\_\_ is delegated the authority to negotiate the Office of Multifamily Housing Buffalo Reorganization. In this capacity the Chief Negotiator will act under the authority of the AFGE Council 222, in accordance with the Agreement between The U.S. Department of Housing and Urban Development and the American Federation of Government Employees, Council 222, and the Constitution and Bylaws, National Council of HUD Locals, Council 222.

This delegation may not be redelegated without my written approval of the President of the Council.

Respectfully,

\_\_\_\_\_  
Russell D. Varnado  
President, Council 222

## **GROUND RULES**

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### **Negotiation Ground Rules for Collective Bargaining**

**Between**

**The U.S. Department of Housing and Urban Development**

**And**

**AFGE Council 222**

**On the**

**Office of Multifamily Housing Buffalo Reorganization**

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Management and labor mutually agree to the following ground rules governing the upcoming Mid-Term bargaining of the Office of Multifamily Housing Buffalo Reorganization. Both parties agree to bargain in good faith and will make every effort to reach agreement.

**TEAM STRUCTURE**

***Spokesperson and Number of Participants***

Negotiations will be conducted with one Chief Spokesperson for each side, plus up to four (4) additional Team members participating at the negotiation table. The Team shall be composed of up to three Negotiation Team members and one (1) Technical Advisor.

The Chief Negotiator for Management will be \_\_\_\_\_. The Chief Spokesperson will have full authority to negotiate and sign a supplement to the Agreement. The negotiating team will consist of:

- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Technical Advisor

The Chief Spokesperson for the Union will be \_\_\_\_\_. The Union's Chief Spokes Person will have the authority to enter into an agreement. The Union's negotiating team will consist of:

- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Member
- \_\_\_\_\_ Negotiation Team Technical Advisor

Management and the Union mutually agree to the following ground rules governing negotiations of the Office of Multifamily Housing Buffalo Reorganization, which begin on or about \_\_\_\_\_.

1. Authority to negotiate shall be brought to the table. The Union negotiation team shall have the authority to enter into an agreement.
2. Alternative negotiation method, such a telephonic, or video conferencing will be utilized only upon the written approval of the Council 222 President; the authority to approve such alternative is not delegated to the Chief Negotiator.

3. Each party shall designate a chief negotiator to whom all proposals will be submitted, including requests for information, and general concerns. Negotiations will be conducted by the chief negotiator for each side. Only the chief negotiator will speak for their side unless the negotiator designates a person on a specific topic.
4. Both parties will bargain in good faith and will make every effort to reach agreement.
5. Both parties acknowledge that open communications is essential to the process. Both chief negotiators should encourage members of their negotiating teams to provide input during the negotiations.
6. In the interest of reaching a new agreement as soon as possible, at the conclusion of each session, the parties will establish the date, time, and agenda for the next session.
7. Parties will agree to three (3) negotiation days, during the week of negotiations (Tuesday, Wednesday and Thursday); Monday and Friday will be travel days for members located outside of the headquarters. Additional sessions may be added by mutual agreement of the parties.
8. Contract language, which is tentatively agreed to, shall be initialed by the chief negotiator for each party and put aside. All tentative agreements reached on Articles or sub-sections of Articles are subject to change prior to final agreement on all items. Throughout the negotiations, counter proposals shall be presented in written form, using legislative format for additions and deletions.
9. If the parties reach impasse on a particular article or issue, they agree to move forward with discussion of other articles and to return to the impasse articles at a later time in the negotiation process before requesting the services of a mediator.
10. With one day's notice to the other side's chief negotiator, either party may invite specialists or subject matter experts to present and to respond to questions during negotiation sessions when pertinent topics are under discussion. Only one specialist or subject matter expert for each party may attend the negotiations at any one time. Specialists or subject matter experts who attend negotiation sessions at the request of the union will be granted administrative leave if they are scheduled to work on the date of the session. The cost of required travel to and/or from the formal negotiation sessions shall be paid for by the side requesting the attendance of the specialist or subject matter expert.
11. Bargaining sessions shall be closed to the public. Observers shall be allowed, provided the parties mutually agree. Observers shall be non-participants. Both parties shall refrain from discussing specifics regarding ongoing negotiations outside of the negotiation area. Each team may communicate with its respective constituency. No negative personal characterizations will be made.
12. Each party is responsible for keeping its own notes. No audio recording devices shall be used in negotiations.
13. Each party reserves the right to caucus, as it deems necessary. Any person has the ability to call a caucus.

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14. Each side shall name their negotiating team members before the beginning of negotiations. The Union bargaining team shall be equal to the number of management team members.
15. The Agency Head review will commence promptly at 12:01 a.m. following the last day of negotiation, unless a written agreement between the parties is arrived upon.

The ground rules are agreed to.

\_\_\_\_\_  
Management Chief Negotiator

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Council 222 Delegated Chief Negotiator

\_\_\_\_\_  
Date:

### **Request for Information**

To enable the Council full prepare for negotiation of the Office of Multifamily Housing Buffalo Reorganization and to enable a full and proper analysis, position formulation, discussion, understanding and negotiation of this matter. Pursuant to Title 5 U.S.C. § 7114(b)(4)(A) and (B); and Articles 3, 4, 17, 18, 22 and 23 of the HUD/AFGE Agreement, we seek the following information:

The terms "documentation" and "communication" shall be interpreted to the broadest extent possible and shall include, but not be limited to, documents in paper, electronic and other form.

Any and all workload statistics that support the assertions:

1. the workload of the Buffalo Office has steadily declined over the last few years and it had and continues to have one of the smallest portfolios of any of the Hubs.
2. The Buffalo Hub is processing less than two percent (12 applications) of the FHA Multifamily applications being processed nationwide (736 applications) and has one percent (\$143 million) of the loan volume nationwide (over \$11 billion). In regards to asset management, the Buffalo Hub has less than two percent (627 properties) of the total portfolio of managed properties (26,649 Properties).
3. The resources of this Office could effectively assist the New York Hub on a regional level.
4. Our constituency (owners, property managers and other partners such as the State of New York's Community Development Division) has had issues and valid concerns regarding the inconsistency in the application and interpretation of HUD's policies and processes between the two Hubs for projects located in New York State.
5. Management of the Performance Based Contract Administration functions has already being moved from the Buffalo Hub to the New York Hub to achieve greater consistency in the administration of the project-based Section 8 Housing Assistance Payments (HAP) program.
6. Moving toward a regional approach to administering its programs and this proposed reorganization will allow for the Department to achieve that initiative in the State of New York.

### **Particularized need:**

The Union requires the requested information to enable a full and proper analysis, position formulation, discussion, understanding and negotiation of this matter. Additionally, it will be used to develop proposal and counter-proposal during the negotiation of the Office of Multifamily Housing Buffalo Reorganization.

This information is or should be normally maintained by HUD in its regular course of business. The information should be reasonably available and accessible and is necessary for a full and proper discussion, understanding and negotiation concerning appropriate arrangements for employees adversely affected by projected budget shortfalls. There is no inconsistency with the provisions of the Privacy Act, 5 U.S.C. 552a related to the information being requested. AFGE Council 222 has established the right to such information to fulfill its representational duties towards the bargaining unit employees.



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The Union requests that the above specified information be furnished within a reasonable time not to exceed fifteen (15) calendar days. If this request is denied, in whole or in part, please state in writing the name, position title, and grade of the official making the decision, and the statutory, regulatory, or contractual citation it is based upon.

If the Agency is unable to fulfill any request in full, please fulfill it in non-objectionable part, and articulate any denial in detail and/or the Agency's interest in non-disclosure at the time that it denies the request for information. See *U.S. Department of Justice, Immigration and Naturalization Service, Northern Region, Twin Cities, Minnesota*, 51 FLRA 1467, 1473 (1996), *reconsideration denied*, 52 FLRA 1323 (1997), *aff'd*, 144 F.3d 90 (1998); *IRS-Kansas City*, 50 FLRA at 670.