



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

November 23, 2022

MEMORANDUM FOR: Michael Bailey, HUD Employee & Labor Relations Specialist

Ricardo Miranda

FROM: Ricardo Miranda, Mid-Term Bargaining Committee Co-Chair
AFGE National Council of HUD Locals No. 222

SUBJECT: Demand to Bargain and Preliminary Bargaining Proposals for Reassignment of Affected Employees to New Positions and Division(s) in the Office of Chief Financial Officer, Fort Worth, Texas and Washington, D.C. Offices

In accordance with Article 49, Section 49.04(1) of the HUD-AFGE Agreement and the Federal Service Labor-Management Relations Statute at 5 U.S.C. § 7114(a) and (b) and §7106(b)(2) and (3), enclosed please find the AFGE National Council of HUD Locals No. 222's (AFGE Council 222 or Union) demand to bargain and preliminary bargaining proposals in response to HUD management's notification of its intent to reassign affected employees in the Fort Worth, Texas and Washington, D.C. HUD offices to new positions and division(s) in the Office of the Chief Financial Officer. In accordance with Article 49, Section 49.06(i) of the HUD-AFGE Agreement, the Union reserves the right to submit additional bargaining proposals until negotiations commence, based on new information received during negotiations, and/or discovery occurring after the implementation.

Preliminary Bargaining Proposals

1. Maintenance of Status Quo: Management agrees that it shall not implement the affected bargaining-unit employees' reassignments to new positions and division(s) in the Office of Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices until the Parties (HUD and AFGE Council 222) complete mid-term negotiations.
2. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement, for the implementation of the reassignments to new positions and creation of new division(s) in the Office of Chief Financial Officer in the Fort Worth, Texas and Washington, D.C. offices, shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), law, or government-wide regulation. If this Supplemental Agreement

expires because of the implementation of a new collective bargaining agreement, the Parties agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary, and if requested by either Party. The negotiations shall be limited to the scope of this Supplemental Agreement. The Parties, however, may also mutually agree to incorporate this Supplement into the successor collective bargaining agreement.

3. Pre-Decisional Meeting: Management shall conduct a pre-decisional meeting with AFGE Council 222's Chief Negotiator and/or bargaining team to explain the changes in affected bargaining-unit employees' conditions of employment for the reassignments to the new positions and division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices prior to commencement of negotiations.
4. No Adverse Effects: Management agrees that there shall be no separations, reductions in grade levels, or involuntary relocations for all the affected bargaining-unit employees solely due to the reassignments to the new positions and division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices.
5. Position Descriptions: Management agrees to provide all affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices with their corresponding position descriptions in accordance with Article 25 of the HUD-AFGE Agreement.
6. Training: Management agrees to provide all the affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices with appropriate training for their new positions in accordance with Article 29 of the HUD-AFGE Agreement.
7. Performance Appraisal: Management agrees that the performance planning meetings, elements, standards, and appraisals of all the affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices shall comply with Article 30 of the HUD-AFGE Agreement.
8. Hold Harmless: For a period of ninety days after the initial implementation of the reassignments to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices, any operational errors or operational deviations occurring will be attributed to the office rather than an affected bargaining-unit employee.
9. Implementation: This Supplemental Agreement shall be effective upon signature of the Parties' negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.

10. Duration: This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement.

11. Renegotiations: AFGE Council 222 and AFGE Locals may reopen negotiations to consider any problem or condition that arises after implementation of the reassignments of the affected bargaining-unit employees to the new positions and creation of the new division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices that is not expressly addressed in this Supplemental Agreement. Renegotiations shall be limited to matters that are not already expressly addressed in this Supplemental Agreement.

cc: Salvatore Viola, AFGE Council 222 President
Jerry Gross, AFGE Council 222 Mid-Term Bargaining Committee Co-Chair
AFGE Council 222 Executive Board & Stewards
AFGE Local Presidents