



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

December 1, 2022

MEMORANDUM FOR: Danielle Bastarache, HUD Deputy Assistant Secretary for Office of Housing Voucher Program, Public & Indian Housing, PN

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 the Office of Public Housing's Implementation of the new electronic Voucher Management System (eVMS)

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 Public Housing management's notification of its intent to implement a new electronic Voucher Management System (eVMS). 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 regarding the new electronic Voucher Management System (eVMS) in the Office of Public Housing, it shall maintain the status quo and not implement eVMS until the Parties (i.e., HUD and AFGE Council 222) complete mid-term negotiations in accordance with Article 49, Section 49.02 of the HUD-AFGE Agreement and the Federal Service Labor-Management Relations Statute.
2. Demonstration to the Union: Management shall provide a demonstration to AFGE Council 222 and AFGE Locals on how the new electronic Voucher Management System (eVMS) in the Office of Public Housing works at least three workdays prior to the commencement of mid-term negotiations.

3. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement, for the implementation of the new electronic Voucher Management System (eVMS) in the Office of Public Housing, 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. By mutual consent and unless covered by a new collective bargaining agreement, the Parties agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary. These 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.
4. No Adverse Impact: Management agrees that there shall be no separations, reductions in grade levels, changes in titles and series, or involuntary relocations for all the affected bargaining-unit employees solely due to the implementation of the new electronic Voucher Management System (eVMS) in the Office of Public Housing. Management agrees that there shall also be no adverse impact for affected employees on reasonable accommodations, previously approved leave, telework agreements, Employee Performance Planning and Evaluation System (EPPES), alternative work schedules, nor duty stations. No affected employees' bargaining-unit status shall change due to the implementation of the new electronic Voucher Management System (eVMS) in the Office of Public Housing.
5. Training: Affected Public Housing employees shall receive appropriate training on how to utilize the electronic Voucher Management System (eVMS) and understand and run reports of eVMS in accordance with Article 29 of the HUD-AFGE Agreement.
6. Performance Appraisal: Management agrees that deadlines and goals in performance elements and standards shall be adjusted for affected employees to account for the amount of time employees will be participating in training on the electronic Voucher Management System (eVMS) and to provide training and technical assistance to other colleagues and Public Housing Authorities' staff on the eVMS in accordance with Article 29, Section 29.01(10) and Article 30, Section 30.07(5) of the HUD-AFGE Agreement.
7. Hold Harmless: For a period of ninety days after the initial implementation of the electronic Voucher Management System (eVMS) in the Office of Public Housing, any operational errors or operational deviations occurring concerning eVMS will be attributed to the office rather than an affected bargaining-unit employee.
8. Implementation: This Supplemental Agreement shall be enforceable upon signature of the Parties' negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
9. Duration: This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement.
10. Renegotiations: AFGE Council 222 and AFGE Locals have the option to reopen negotiations to consider any problem or condition that arises after implementation of the electronic Voucher Management System (eVMS) in the Office of Public Housing that is

not expressly addressed in this Supplemental Agreement given that Management's Article 49 Notice to AFGE Council 222 did not provide a detailed explanation of the nature, scope, and impact of the proposed changes on affected bargaining-unit employees' conditions of employment due to the implementation of the electronic Voucher Management System (eVMS). 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