



National Council of HUD Locals **FILE COPY**
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO
Council 222

November 29, 2011

MEMORANDUM FOR: Norman Mesewicz, Labor and Employee Relations Division
FROM: Russell D. Varnado, President
AFGE Council of HUD Locals 222
SUBJECT: Proposed Handbook 650.1, Hardship Transfer Policy & Procedure

This will serve as AFGE Council of HUD Locals 222 demand to bargain over the Proposed Handbook 650.1, Hardship Transfer Policy & Procedure.

The Union proposes to utilize abbreviated bargaining procedures to bargain over the Proposed Handbook 650.1, Hardship Transfer Policy & Procedure. Below are our preliminary proposals:

1. **Definition of "Family":** "Family member" is defined in the HUD/AFGE Agreement at Article 2, Section 2(6).
2. **Appeal Rights:** While we have no issue with excluding the policy from the negotiated grievance process; there must be an appeals process built into the proposed policy. (**Violations of the MOU:** Alleged violations of the Article are grievable in accordance with Article 22 of the Collective bargaining Agreement.
3. **Confidentiality:** Information regarding an employee's hardship situation will be maintained to the extent possible.
4. **Assistance:** The employee may request assistance and advice through the Union and/or the Employee Assistance Program.
5. **Notice to the Union:** Annually in January, Management shall provide the Union with a list of all hardship transfer requests, sanitized to remove the names of the employees and the office locations, that includes for each requesting employee: the nature of the hardship, the grade of the employee, the final decision, and whether relocation assistance was provided. The Union may seek additional information in accordance with law, rule, regulation or the parties' collective bargaining agreement.
6. **Categories:** Transfers under verified hardship conditions shall be classified in one of the following three categories and are listed in order of priority. For the purposes of this MOU, the parties agree that in order to effectively comply with

the intent of the definition of a geographic area, employees must provide a list of all Offices and / or cities that will meet the needs of their specific hardship.

CATEGORY I: The medical condition of the employee, the employee's spouse, or dependent children residing in the employee's household requires a geographical move from the employee's present duty station assignment to a geographical area deemed necessary to improve or maintain the health or receive health services.

CATEGORY II: Transfer of an employee to another geographical area, when the employee or employee's spouse is the primary caretaker of a dependent parent, or the medical condition of the parent requires the employee or employee's spouse to relocate.

CATEGORY III: Transfer of an employee in case of an estranged family (divorce) where dependent children are involved and the transfer of an employee to a geographical area would allow the employee to maintain contact with his/her children. Not all situations of separation from children will be considered a hardship. In order to be considered, the geographical separation from the children must have been involuntary. Other factors that should be considered are:

- has the employee previously used this issue as a hardship;
- distance and ease of commute;
- length of time of separation
- age & health of children
- unique circumstances

7. **Confidentiality:** Confidentiality regarding an employee's hardship situation will be maintained to the extent possible.
8. **Supporting Documentation:** The Agency shall identify the necessary documentation required to support the hardship transfer request.

Delegation of Authority

The purpose of this communication is to provide the delegation of authority to negotiate the proposed Handbook 650.1, Hardship Transfer Policy & Procedure, under the authority of American Federation of Government Employees ("AFGE") Council 222.

The proposed Handbook 650.1, Hardship Transfer Policy & Procedure, 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 proposed Handbook 650.1, Hardship Transfer Policy & Procedure. In this capacity _____ 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

Negotiation Ground Rules for Collective Bargaining
Between
The U.S. Department of Housing and Urban Development
And
AFGE Council 222
On the
Proposed Handbook 650.1
Hardship Transfer Policy & Procedure

Management and labor mutually agree to the following ground rules governing the upcoming Mid-Term bargaining of the proposed Handbook 650.1, Hardship Transfer Policy & Procedure. 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 proposed Handbook 650.1, Hardship Transfer Policy & Procedure, which begins 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. 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.
3. Both parties will bargain in good faith and will make every effort to reach agreement.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Each party is responsible for keeping its own notes. No audio recording devices shall be used in negotiations.

12. Each party reserves the right to caucus, as it deems necessary. Any person has the ability to call a caucus.
13. 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.

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 proposed Handbook 650.1, Hardship Transfer Policy & Procedure, 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.

1. A list of all approved hardship transfers effected during the past twelve (12) calendar months. Please provide the information by name, program area, who approved the transfers, the location of departure and the location relocated to, and date of transfer.

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 proposed Handbook 2300.04, REV-4, Fleet Management Program Handbook.

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.

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.