

# *Ground Rules*

## *Memorandum of Understanding*

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

**And**

**AFGE Council of HUD Locals 222, AFL-CIO**

**Joint Declaration:** Management and the Union will make a good faith effort to negotiate the collective bargaining agreement. The parties will endeavor to share information openly and participate in substantive discussion with the understanding that both parties share the same vision of ensuring HUD remains responsive to the Agency mission, employee working conditions and the value of HUD employees.

### **1. Parties to the Agreement**

The parties are the American Federation of Government Employees HUD Council of Locals #222, AFL-CIO, hereinafter know as the “Union” and the United States Department of Housing and Urban Development, hereinafter known as “Management” or “the Agency”.

### **2. Purpose**

The parties agree that the negotiated ground rules shall cover the conduct, procedures, resources and protocols that the parties will follow in negotiating a new HUD/AFGE Collective Bargaining Agreement (CBA or the Agreement).

### **3. Authority to Negotiate**

Individuals with the authority to negotiate shall be brought to the table. Both parties recognize the need and requirement for Union Ratification and Management Review and Approval before the Agreement becomes effective. Each party shall designate a Chief Negotiator to whom all proposals will be submitted, including requests for information and general concerns. Both parties will bargain in good faith and will make every effort to reach agreement. All initialing of agreements will be made at the bargaining table.

### **4. Bargaining Team**

Each party’s negotiation team will have a designated Chief Negotiator, and may have up to six additional team members. The Chief Negotiator and three other team members shall be considered permanent members of the team. Management will provide official (code 35) time for each team member and shall authorize travel/per diem for up to 7 bargaining-unit employees.

Both parties shall identify their permanent team members by name within 30 days from approval of this agreement. Each party shall provide the names of any other negotiating team

members as soon as known, but no less than 10 days before the beginning of negotiations. The parties shall name the next sessions' team members, if there is a substitution, as soon as known.

### **5. Record Keeping**

Either party may take notes during the negotiation sessions in the manner they deem appropriate. However, any type of audio, video, or verbatim transcript is strictly prohibited. Each team shall be allotted one Technical Assistant per bargaining session. Although not an official team member, Technical Assistants will be treated the same as a negotiation team member regarding official time, travel and per diem.

### **6. Location of Negotiations**

Management and the Union will each pick four potential site locations and alternately choose between any of the selected locations. Management will pre-select the first location in order to make appropriate hotel and travel arrangements. The Union has selected the following four locations: Denver CO, Albuquerque NM, St. Louis MO, and St. Petersburg FL. Management has selected: Baltimore MD, Chicago IL, Boston MA, and Buffalo NY. Negotiation sessions may be held more than once at any location. Additional locations will be chosen by alternating selections if necessary. Locations for Negotiations will be decided at least 30 days prior to the start of the negotiation session.

### **7. Negotiation Schedule**

Negotiations shall begin by September 13, 2010 but may begin as early as August of 2010 by mutual agreement of the parties. Negotiations will be conducted every successive month in increments of two weeks with breaks between sessions of one to three weeks. This schedule will be in place for the duration of the negotiations. The first Monday and last Friday will normally be considered travel days unless changed by mutual agreement. Weekends are not considered negotiation work days. Negotiations will begin at 9:00AM. Lunch breaks will be at the discretion of the parties and will normally be at least one hour in duration.

The parties will meet to bargain as frequently as necessary, but for at least one session per month once negotiations begin in September 2010, unless mutually agreed otherwise by the Chief Negotiators. Changes to this schedule may also be made by mutual agreement if necessary to accommodate special circumstances (i.e. blizzard, office closure) or holidays. The month of December will be excluded from the negotiation schedule.

### **8. Official Time**

Appropriate Official Time will be provided for all negotiation team members for travel, research and negotiations. Once identified to the Agency by the parties, permanent team members will be considered full time negotiators (code 35) for the duration of Union and Agency CBA negotiations. When appropriate, credit hours may be requested by either party.

### **9. Official Time Notification**

Management will notify the supervisors of Union bargaining team members and the Technical Assistant that they must ensure these employees are relieved of all duties and have their workloads adjusted accordingly, while conducting duties as part of the Master Agreement

Negotiations (code 35). In addition, no employee will be negatively impacted due to participation in the Master Agreement negotiation process.

#### **10. Substitutions**

Non-permanent team members may be substituted before the beginning of each succeeding negotiation session. Each Chief Negotiator will give the other notice of substitutions as soon as possible. Substitutions shall not result in delays to the scheduled negotiations. Both parties agree they may substitute negotiation team members in emergency situations or for reasons that may accommodate better negotiations between the parties.

#### **11. Travel and Expenses**

Once negotiation dates and locations have been agreed to, negotiation team members and Technical Assistants will have their travel approved in a timely manner. Travelers should act promptly in submitting expense reports, but in no circumstance will expense report(s) delay newly submitted travel authorizations. Expenses necessary for conducting the contract negotiations will be paid for by HUD.

#### **12. Subject Matter Experts**

Either party may need one or more subject matter expert(s) to present information or respond to concerns during the negotiation sessions. Typically this will be accomplished by conference call or video conferencing. Only one subject matter expert for either party may be allowed to present during a negotiation session at one time. The parties agree that subject matter experts who it is determined must attend negotiation sessions, shall be granted appropriate administrative time, travel and per diem.

#### **13. Caucuses**

Caucuses will be at the request of either Chief Negotiator. An estimation of the duration of the caucus break will be provided with the request. Both parties understand the need to keep caucuses as brief as possible.

#### **14. Caucus Space**

Caucus space will be separate from the main negotiation room, whenever possible. The number of individuals a team invites into their caucus room is determined by each negotiation team. Caucus space will be sufficient for meeting purposes.

#### **15. Supplies**

The Agency will provide the Union internet access and access to HUD@WORK. The Union will also be provided access to necessary items for negotiations including, but not limited to: private copier(s) (copiers must have the ability to accommodate the quantity of copies needed), telephone with speaker phone and long distance capability, printer, scanner, fax machine, and storage devices that can be shared between computers. In addition, Management will supply a laptop computer (with HUD standard MS Office software and active printer drivers), a keyboard, and typical office supplies, such as: pens, pencils, highlighters, paper, staplers, and binders. The parties agree that the teams' copies are confidential materials until shared.

## **16. Behavior of Participants**

Participants shall treat each other with dignity and respect notwithstanding a person's organizational standing. Both parties should be on time to negotiation sessions. Cell phones and PDA devices should be turned off during negotiation sessions. Team members may leave the room without recessing negotiations.

## **17. Tentative Agreements**

Upon reaching agreement of any portion of an article, the chief negotiators shall signify agreement by initialing the tentatively agreed upon section. All tentative agreements reached are subject to change prior to final agreement.

## **18. Completion of Agreement**

The Agreement is considered to have been completed when all issues have been agreed to, or have been through mediation, arbitration, the impasse process is completed, an FLRA negotiability decision for the issue raised, a settlement on the topic is completed, or by mutual consent of both parties.

## **19. Distribution and Ratification**

Management shall provide hard copies and electronic copies of the entire agreement to all Team members and the Technical Assistant at the completion of negotiations. Any discrepancies/errors shall be discussed with the other party within 30 days of receipt of the final draft. If necessary the Chief Negotiators may reconvene the negotiations to resolve any major differences.

Both parties shall have 90 days from the completion of the Agreement to approve or ratify the Agreement.

## **20. Facilities**

Contract negotiation space will be large enough to accommodate all participants. Hotels and meeting space will be compliant with government regulations/standards. (i.e. ADA)

## **21. Refreshments**

The first day of each two week session will have coffee and light refreshments provided by the Agency. Other days may have refreshments provided by mutual agreement of the parties. Water will be available in the negotiations and caucus rooms.

## **22. Observers**

Bargaining sessions shall be closed to the public. Observers shall be allowed, provided the parties mutually agree prior to the negotiation session. Observers shall be non-participants and shall be required to sign a non-disclosure statement.

## **23. Proposals**

The Parties will provide each other with a proposal package containing a majority of their proposals, no later than 30 days before the start date of negotiations. Counter proposals may

be given at any time. The parties may submit additional proposals for any Article or topic area, once negotiations have begun as long as the number of additional proposals does not exceed the original number of proposals presented before negotiations. If no initial proposals are made by either side for an Article contained in the current contract, those Articles will not be considered in these negotiations unless mutually agreed to by the parties. Initial proposals may be withdrawn at any time by the submitting parties.

All proposals will be provided in electronic format to the Chief Negotiator and a hard copy to each Negotiation Team Member and the Technical Assistant. The proposals will be identified as either Union or Agency and indexed numerically and dated. Each party will explain their proposals and answer questions as necessary.

Proposals may be written in any form including statements of interest. The parties may submit additional proposals throughout the course of negotiations. Proposals will be negotiated until agreement is reached or tabled. After all proposals have been discussed, those which have been tabled will then be revisited, however, tabled items may be revisited at any time by mutual agreement of the parties.

#### **24. Provisions to be Negotiated**

It is understood that if an Article or issue is opened for negotiations that the entire Article may be negotiated or only specific sections of that Article. The Parties understand that Articles may be created, eliminated, or renumbered. The parties agree that multiple Articles or issues may be negotiated in a negotiation session or in any given day.

#### **25. Supplement Review Process**

The parties agree to exchange lists of the supplements they believe should be eliminated, added as a new Article, or combined into an existing Article, within 60 days after agreement of the ground rules. These lists are recommendations for the negotiation teams.

#### **26. Order of Provisions to be Negotiated**

Within 10 days after the receipt of the Supplement review process, the Chief Negotiators shall meet to determine the order of Articles, or issues to be bargained. This order may be changed by mutual consent of the Chief Negotiators before any negotiation session or to facilitate the negotiation process. If the Chief Negotiators are unable to agree to an order then the parties will select Articles by alternating selections. (Management; Union; Management; Union; and so forth).

#### **27. Impasse**

The Parties agree to enter into the impasse process (FSIP). The parties shall make every effort to resolve impasses expeditiously and will seek Federal Mediation and Conciliation Service (FMCS) as needed.

#### **28. Document Shipping**

The Agency will provide for mailing of materials and/or equipment to the negotiation team members home office location and/or to the next negotiation location as necessary.

### **29. Continuing Negotiations**

If the parties reach impasse on a particular article or issue, they agree to move forward with discussion of other articles. The parties may return to the impasse articles at any later time in the negotiation process by mutual agreement.

### **30. Alternative Work Schedules**

Employees will have no adverse affect to their work schedules resulting from participation in the negotiations. Employees on an Alternative Work Schedule (AWS) shall not be limited to any number of changes per quarter allowed under current AWS.

### **31. Research Official Time**

Management agrees to provide a bank of 480 hours of official time (code 35) for union representatives to research and work on preparation for the negotiations. This official time bank will be available for use by the union upon completion of these ground rules. Use of the hours will be determined by the union and a request for bank time will be made to appropriate management officials.

### **32. Preparation Status**

All negotiation team members, and employees who are assigned official time for research, may work from any location, including off-site locations, while on official code 35 time.

### **33. Summaries of Sessions**

The parties agree that each negotiation session will have a formal summary of the issues bargained, initialed, what is left to bargain, what was tabled, etc. This brief summary (hard and electronic copy) will be provided to all negotiators as preparation for the next session within three work days of the end of the session.

### **34. Agreement Support**

All team members will have an opportunity to fully discuss their concerns during negotiations. As such, they shall promote the negotiation process and work toward the ratification and/or approval of the final agreement.

### **35. Types of Bargaining**

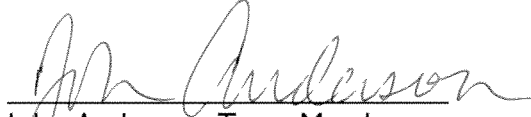
The Parties agree that the negotiations will be a combination of traditional and interest based bargaining.


### **36. Distribution of Ground Rules**

Management shall provide hard copies and an electronic copy of the final ground rules agreement to all Ground Rules Negotiation Team members. The Union may distribute copies to bargaining unit employees.

For HUD Management:

  
George Corsoro, Chief Negotiator

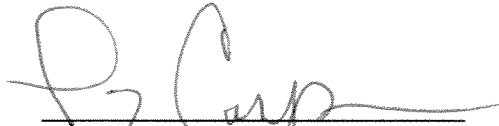
  
John Anderson, Team Member


  
Michaela Bratten, Team Member

Approving Official:

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Janie L. Payne, GDAS  
Office of the Chief Human Capital Officer

For AFGE Council of Locals 222:

  
Perry Casper, Chief Negotiator

  
Timothy Oravec, Team Member

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Lisa Lowrey, Team Member

Approving Official:

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Russell D. Varnado, President  
AFGE Council of Locals 222

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