

MEMORANDUM OF UNDERSTANDING  
Between  
United State Department of Housing and Urban Development  
And  
American Federation of Government Employees  
National Council of HUD Locals 222

Subject: The Department's planned closure of 11 small field offices within the Council's jurisdiction. Camden, NJ; Syracuse, NY; Orlando, FL; Tampa, FL; Springfield, IL; Cincinnati, OH; Grand Rapids, MI; Shreveport, LA; Dallas, TX; Lubbock, TX; and Spokane, WA.

BACKGROUND: HUD issued notice to AFGE National 222 of its intent to close eleven small field offices and to offer (1) buyouts with \$25K incentive for retirement eligible and early-out employees; and, (2) relocation for directed reassignments for bargaining unit employees. Voluntary Separation Incentive Payment (VSIP) and Voluntary Early Retirement Authority (VERA) [heretofore referred to as Buyouts] have been initiated by HUD from the Office of Personnel Management (OPM) for AFGE Bargaining Unit Employees affected by the Small Field Office Closure.

Scope: The scope of this memorandum of understanding (MOU) encompasses the impact and implementation of the Department's decision to close 11 small field offices.

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation to address any adverse impact. Nothing in this Agreement will prevent the Parties from negotiating over procedures and appropriate arrangements for adversely affected employees pursuant to 5 U.S.C. § 7106(b) (3).
- 2) Realignments, voluntary/ involuntary relocations, Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive program (VSIP) as a result of the Departments implementation of the 11 field office closures shall be conducted in accordance with law, rule, regulation and the terms of the Agreement.
- 3) The Department has received Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management. The Department shall seek Voluntary Early Retirement Authority (VERA) and Voluntary Separation Incentive Program (VSIP) authority from the Office of Personnel Management. The VERA/VSIP authority, if approved, shall be used together with concurrent with directed reassignments and relocation benefits other methods used to draw down the workforce and/or facilitate other to implement the Department's Small Office Closures project opportunities for the affected employees.
- 4) The Department agrees to minimize adverse effects by offering VERA/VSIP or relocation benefits to eligible affected employees. Affected employees may request voluntary transfers/relocation prior to implementation. Such requests are not an employee entitlement and are at the discretion of

management. If an employee requests such a transfer/relocation, the Department will make a good faith effort to accommodate the request, which may require a change in duty station.

5) Employees will be allowed to continue working in their currently assigned field offices until the last business day in October 2013 during the Department's Operation Agreements with GSA. Any reporting of unsafe and unhealthy conditions during the Small Office Closure process shall be addressed in accordance with the terms of the HUD/Agreement.

6) Management shall meet with the Union no less than once per month to brief the Union on the current progress made through directed reassignments and VERA/VSIP buyouts until the final closing day of the last small office in the AFGE jurisdiction. Either party shall be granted additional meetings upon request. If nothing changes between meetings, management shall notify the Council accordingly.

7) No employee will be involuntarily downgraded as a result of the Department's implementation of 11 field offices closures.

8) No position will be removed from the bargaining unit as a result of implementation of the 11 field office closures. The implementation of the Small Office Project will have no effect on the bargaining unit status of affected employees currently in the bargaining unit.

9) Management agrees to provide employees affected by the Small Office Closure initiative information on how they can use the Career Transition Assistance Program and the Interagency Career Transition Assistance Program to retain and/or secure Federal government employment. Employees who are displaced because they have declined a directed reassignment outside of the commuting area and meet the other CTAP-specific requirements would be afforded a selection priority for the Department's competitively recruited vacancies via CTAP. Employees applying for positions outside of the Department may use the ICTAP selection priority program and are bound by the procedures of that agency. The Department will afford a selection priority to CTAP-eligible candidates who apply for Department positions within their local commuting area and are determined to be well-qualified for the specific vacancy before placing another candidate in the position unless the placement is under one of the CTAP exceptions.

10) In recognition of the unique circumstances created by the closure of the affected field offices, the Department agrees to allow the following temporary arrangements which will be applied only to the bargaining unit employees covered by this supplement and for the periods of time outlined below will remain in force.

A) SF employees in the Tampa Office who are scheduled to retire by the end of calendar year 2015 and has location neutral work shall be allowed to telework 3-days per week until their retirement in January 2016.

B) Single Family, Public Housing, FHEO, FPM and IT Employees affected by the Small Office Closure Initiative may elect to telework for up to a maximum of 3-days a week for an additional 90 days

immediately following the telework allowance set forth in provision 14 of this agreement. All telework agreements will be reevaluated by the immediate supervisor after the 90 days.

C) The Multifamily Employees who work in the Tampa Office shall be allowed to telework and report to the Jacksonville Office 2 days per week until their respective Multifamily reorganization phase occurs in which they must report to the directed reassignment location.

D) The Multifamily Employees who work in the Shreveport La. Office shall be allowed to telework and report the New Orleans Field Office 2 days per week until their respective Multifamily reorganization phase occurs in which they must report to the directed reassignment location.

E) The Multifamily Employees who work in the Grand Rapids Office shall be allowed to telework and report to the Detroit Field Office 2 days per week until their respective Multifamily reorganization phase occurs in which they must report to the directed reassignment location.

F) The Multifamily Employees who work in the Cincinnati Office shall be allowed to telework and report the Columbus Field Office 2 days per week until their respective Multifamily reorganization phase occurs in which they must report to the directed reassignment location.

G) The Multifamily Employee who works in the Spokane Office shall be allowed to telework and report the Seattle Field Office 2 days per week until the respective Multifamily reorganization phase occurs in which that must report to the directed reassignment location.

The Department will provide a list of available locations specific to each program area. From this list employees shall be allowed to submit up to three (3) choices in priority order, for reassignment, one of which is the proposed directed reassignment locations from the From/To List. HUD shall reassign the employee to one of his/her three (3) choices in descending order. If there is a tie, Seniority will determine the placement using the Service Computation Date. If there is a tie in the Service Computation Date, the Entrance on Duty Date will be used. If HUD determines it cannot grant one of the employee's alternate choices it shall document the reason why. Regardless of the location determined by Management, employees will receive relocation benefits as agreed to in this supplement.

11) Affected AFGE employees' hardship reassignment requests shall be processed in accordance with Hardship Reassignment Article negotiated but not yet ratified between the Department and AFGE 222 in 2013. The Department shall provide web-based training on Hardship Reassignment requests to the affected employees within 30 days of the complete signing of this Supplement. SOC Hardship Requests will be prioritized for a response by the Department within 30 days of submission.

12) For out-stationed employees, the Department and the Union agree that Supplements 39 and 86 between the parties shall be observed, including provisions regarding notification to employees of their chains of command for work assignments and disciplinary matters within 5 days of the affected employees reporting to their new duty station. Such employees will not be denied a preferred location solely because their immediate supervisor is not collocated at the preferred location.

13) If employees have telework agreements in place they shall be able to telework in their new duty station. Any changes to an affected employee's telework schedule shall be in accordance with Supplement 110 and the Department's Telework Policy. The Department will also consider new telework requests by affected employees. Employees who telework from the new duty station shall receive appropriate equipment and supplies in a timely manner subject to availability. Affected employees shall not be required to live within the "normal commuting area of any reassigned duty station.

14) The Department shall allow the affected employees to telework 5-days per week for a period for the 90 day period following the effective date of the reassignment to help with the employee's transition to the new duty station.

15) The Department will abide by all current settlement agreements (EEO) and grievance awards affected by the small office closures decision. If there are circumstances caused by the small office closure that prevent the Department from abiding by any such agreement or award, it will notify the Union as soon as possible. Employees may avail themselves of any applicable enforcement procedures if they believe an agreement has been breached.

16) In accordance with the terms of Article 5, Section 5.03 of the Agreement, midterm bargaining will be conducted at the local level concerning local issues related to the Department's implementation of the 11 field offices closures. This includes but not limited to space allocation bargaining within each receiving field office and all local move issues within each office scheduled to close.

17) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of the Department's implementation of the 11 field offices closures.

18) Any changes to an affected employee's alternative work schedule shall be in accordance with Sections 17.04, 17.06, and 17.07 of the Labor Management Agreement and current supplements.

19) The Department will comply with the HUD Reasonable Accommodation Policy, the Americans with Disabilities Act and the Rehabilitation Act of 1973 as it relates to disabled employees affected by office closures. The Department shall provide the name and contact information for the HQ Reasonable Accommodation Disability Program Manager on HUD@work. Department's implementation of the 11 field office closures shall not alter employee's reasonable accommodations. Requests and processing for Reasonable Accommodations shall be given priority in the context of the Small Office Closure. The Department shall provide web-based training on Reasonable Accommodations to the affected employees within 10 days of the complete signing of this Supplement.

20) The Department will comply with the Federal Travel Regulation (FTR), and all other applicable regulations and Department policies in regards to relocation benefits. HUD will approve the below entitlements up to the maximum shown if the employee requests an extension or additional time:

A) additional 60 days of temporary quarters for a total of 120 days if requested/needed

B) additional year to complete all aspects of relocation for a total of 2 years

C) additional 90 days of temporary storage of household goods for a total of 150 days

D) an additional year to complete real estate sale and purchase for a total of 2 years.

21) Service agreements provided to employees shall not exceed 12 months from the date of signature for relocation benefits. If the affected employee leaves Government service prior to the expiration of the service agreement, he/she shall be provided a payment plan in accordance applicable laws and regulations to reimburse costs that the agency has paid toward the relocation expenses.

Pursuant to 5 CFR 531.107 and the terms and provisions of HUD's Service Agreement for Receipt of Repayment of Student Loan(s), the Department agrees to waive Student Loan Repayment Service Agreements for employees involuntarily separated by the Small Office Closures.

22) All affected employees shall be provided packing materials and granted up to 16 hours during the work day to box their office work station belongings on the designated moving date, and up to 12 hours to unpack their belongings upon arriving to the new duty station. Employees shall not be required to pack or unpack outside of duty hours unless the Department approves comp time/overtime or credit hours. Employees shall not be required to lift, move, or carry boxes outside of their immediate work space.

23) Information will be provided to all employees identifying the amenities available at or nearby the new duty location. This includes if applicable, Federal Credit Union, Fitness Center, Federal Protective Service, and food, etc. A local orientation meeting shall be conducted as new employees arrive to the duty location. The Union shall be invited to orientation meetings to make presentations.

24) Work assignments shall be adjusted to accommodate the move when applicable without adversely impacting employees' performance appraisals and the mission of the program office.

25) The Department will encourage managers to allow employees to take full advantage of the EAP services. Additionally, employees will be allowed duty-time of no less than 2 hours per week up to report date for EAP career transition services.

26) The Department agrees to issue notice to the local Union Official in accordance with Article 5, Sections 5.03 and 5.04 of the HUD/AFGE Agreement.

27) The Department agrees that affected employees will retain their bargaining unit affiliation with AFGE until the actual physical report date in a non-AFGE affiliated office (i.e. Detroit).

28) The Department agrees to provide to the Union a final from/to list of employees assigned to each receiving office. This list would include their names, title, grade and new duty station. As part of the reassignment process the Department agrees to provide a notice to each affected employee that will include their new duty station, report date, office location, program area, title, grade, series, salary including locality pay and contact information for supervisory chain of command. A relocated employee will retain the same position, grade, and EPPES standards and elements.

29) In the event the employee receives a different position due to the Small Office Closures initiative, the Department will provide the employee with a position description, new performance standards and elements and appropriate training. Training and performance plans shall be given in accordance with the HUD/AFGE Contract.

30) The Department agrees that the office closures shall be deemed as a factor beyond the employee's control and shall not negatively impact an employee's performance evaluation. In the application of performance elements and standards to affected employees, management shall take into account factors beyond employee's control. Performance evaluations shall be in accordance with Supplement 125. Unacceptable Performance shall be in accordance with Article 21 of the Agreement. Employees currently on Performance Improvement Plans (PIP) or Opportunity to Improve Plans (OIP) may request additional time to demonstrate improved performance.

31) The Department agrees to discontinue deduction of union dues from employee paychecks on the date the employee is reassigned to another office including employees who are members for less than one year in accordance with Article 33 of the HUD/AFGE Agreement.

32) The Department agrees to pay for shipping of official Union files of the closed HUD office to the receiving HUD office.

33) FERS-COVERED EMPLOYEES AND SICK LEAVE CREDIT - The Department agrees to allow 5-days a week telework for those Federal Employees Retirement System (FERS)-covered employees who will be eligible to retire October 1, 2013, but will not want to separate until January 1, 2014, in order to take advantage of a change in the law allowing all FERS-covered employees retiring January 1, 2014, or later to add 100 percent of their unused sick leave at the time of retirement to the calculation of their FERS annuity. Failure to retire by first week of January 2014, will result in immediate notice of reassignment based on location previously provided. Employees affected by the FERS sick leave credit shall submit a retirement application by September 27, 2013, for January 2014.

34) Following the consideration of employee preference as described in provision 10, employees must confirm in writing their decision to accept or reject the directed reassignment within 15 days of receiving notice, or they may cancel their decisions to take a buyout or relocation or other arrangement pursuant to the Small Office Closures initiative prior to it becoming effective.

35) HUD bargaining unit employees affected by the Small Office Closures initiative shall have up to eight hours of duty time, as needed, to access paper and electronic information about federal relocation procedures and benefits including, but not limited to the hud@work website, OPM websites and AFGE websites, or other sources.

36) The parties agree that the Department will maintain records of all relocation travel orders according to applicable records retention policy. It is further agreed that the Department will provide Union officials with such records upon request to the extent permitted by law.

37) Employees affected by the Small Office Closures initiative currently working on an upward mobility program or other career development programs will continue in the program at their reassigned location.

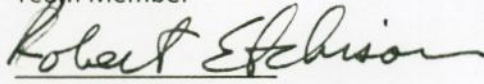
38) Multifamily employees in offices closed by the Small Office Closures initiative who do not want to be reassigned to the office selected by the Department may seek voluntary transfers and/or apply for job announcements pursuant to provisions 4 and 10.

39) The Department agrees not to require certification as a precondition for holding any position if certification was not required prior to the Small Office Closures initiative.

Management

  
Donald Gerrish Date 7/11/13  
Chief Negotiator

Peter Constantine  
Team Member

  
Robert Etchison  
Team Member

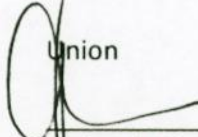
Margaret Salazar  
Team Member

Krista Mills

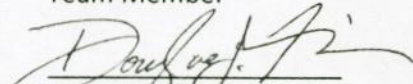
Team Member

Kathy Brantley  
Team Member

Union

  
Deborah Slakes Date 07/11/2013  
Chief Negotiator

Salvatore Viola  
Team Member

  
Douglas J. Finer  
Team Member

Asha N. LittleJohn  
Team Member

Kenneth J. Brucks  
Team Member

Jerry Gross  
Team Member