SUPPLEMENTAL AGREEMENT BETWEEN AFGE COUNCIL 222 (HEREINAFTER "THE UNION") AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HEREINAFTER "MANAGEMENT") REGARDING MULTIFAMILY WORKLOAD SHARING/INTRAREGIONAL DISTRIBUTION OF WORK

Scope: This Supplement covers (1) Workload Sharing, which involves transfer of work between Multifamily Regions, and (2) Intraregional Distribution of Work, which involves the transfer of work between offices within each Multifamily Region.

- 1) Rights: This Supplement shall not diminish or waive any rights that bargaining unit employees have under the HUD/AFGE Collective Bargaining Agreement, law, rule or regulation. All provisions of the MFRT Supplement including its Appendixes shall remain in effect.
- 2) Balanced Workload Distribution: To the maximum extent practicable, Management shall maintain balanced workloads among affected Multifamily bargaining unit employees.
- 3) Employee Skills and Job Classification: Employees assigned work through Workload Sharing and/or Intraregional Distribution of Work, will work within the provisions of their position descriptions in accordance with OPM regulations and the provisions of the HUD/AFGE Collective Bargaining Agreement.
- 4) Application of Performance Standards. Performance standards for employees affected by Workload Sharing and Intraregional Distribution of Work shall be adjusted based on SMART criteria methodology in accordance with the terms of the HUD /AFGE Collective bargaining Agreement.
- 5) Training: Affected bargaining unit employees who are impacted by Workload Sharing or Intraregional Distribution of Work shall receive guidance and/or training as necessary to effectively perform the work assigned including but not limited to necessary location or technical discipline information.
- 6) Workload Analysis: Management shall conduct a comprehensive workload assessment to facilitate the distribution of workload as part of Workload Sharing and/or Intraregional Distribution of Work. Upon the Union's request, Management will provide the most recent workload assessment, no more than six months old.
- 7) Annual/Sick Leave: Annual leave and/or sick leave previously approved will not be rescinded as result of implementing workload sharing and/or Intraregional distribution of Work.
- 8) Alternate Work Schedules: Alternate Work Schedules: Workload Sharing and/or Intraregional Distribution of Work shall not affect employees' existing alternate work schedules. Hours of duty shall continue to be administered in accordance with the provisions of the HUD/AFGE Collective Bargaining Agreement.

- 9) Telework: Workload Sharing and/or Intraregional Distribution of Work shall not affect employees' existing Telework agreements. Any change in a telework agreement shall be in accordance with the current HUD /AFGE Collective Bargaining Agreement.
- 10) Reasonable Accommodations: Approved reasonable accommodations will remain in effect and not be adversely affected as a result of Workload Sharing and/or Intraregional Distribution of Work. If a modification is requested by the employee as a result workload sharing and/or Intraregional Distribution of Work, the proposed modification will be processed in accordance with the Departmental Reasonable Accommodation Policy.
- 11) Temporary Promotions: In the event of workload demands resulting from Workload Sharing or Intraregional Distribution of Work, Management will abide by Article 26 of the Collective Bargaining Agreement and applicable laws and regulations regarding temporary promotions.
- **12) Workload Sharing Coordinator**: For bargaining unit employees who are designated Workload sharing Coordinators, their performance standards and critical elements shall be adjusted accordingly. Training and a reasonable amount of time to adjust to their new roles shall be provided.

Provisions 13-19 are separate provisions that pertain specifically to document preparation for the digitization of Asset Management files for the purpose of Workload Sharing ("Document Preparation")

- 13) Workload Distribution During Document Preparation: When it has been determined that portfolio documents will be shipped and/or scanned for Workload Sharing and/or Intraregional Distribution of Work, Management shall ensure a balanced workload within an office to the maximum extent practicable for the affected MF bargaining Unit employees
- **14) Performance Ratings During Document Preparation Process**: Participation in Document Preparation will be taken into consideration during the employee's performance rating.
- 15) Telework During Document Preparation Process: Except as covered by Appendix 5 to Supplement 135, Document Preparation for Workload Sharing and/or Intraregional Distribution of Work shall not affect employees' existing Telework agreements. Any change in a telework agreement shall be in accordance with the current HUD /AFGE Collective Bargaining Agreement.
- 16) Reasonable Accommodations During Document Preparation Process: Approved reasonable accommodations will remain in effect and not be adversely affected as a result of Document Preparation. If a modification is requested by the employee as a result of Document Preparation, the proposed modification will be processed in accordance with the Departmental Reasonable Accommodation Policy.

- 17) Annual/Sick Leave During Document Preparation Process: Annual leave and/or sick leave previously approved will not be rescinded as result of Document Preparation.
- 18) Alternate Work Schedules During Document Preparation Process: Except as covered by Appendix 5 to Supplement 135, Document Preparation for workload sharing and/or Intraregional Distribution of Work shall not affect employees' existing alternate work schedules. Hours of duty shall continue to be administered in accordance with the provisions of the HUD/AFGE Collective Bargaining Agreement.
- 19) Overtime/Comp Time During Document Preparation: Bargaining Unit Employees who are required to work in excess of their normal duty hours to perform Document Preparation will be given the option of overtime or compensatory time in accordance with the Fair Labor Standards Act and the terms of the HUD/AFGE Collective bargaining Agreement.
- 20) Contracting Out: Management shall administer any contracting out of work as a result of Workload Sharing and/or Intraregional Distribution of Work in accordance with the provisions of the HUD/AFGE Collective Bargaining Agreement.

For the Union:

For Management:

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