

NATIONAL SUPPLEMENT  
Between  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
And  
AMERICAN FEDERAL OF GOVERNMENT EMPLOYEES  
NATIONAL COUNCIL OF HUD LOCALS 222

SUBJECT: Realignment for the Office of Labor Standards and Enforcement

SCOPE: The scope of this supplement encompasses the impact and implementation of realignment for the Office of Labor Standards and Enforcement for the Office of Field, Policy and Management (FPM) bargaining unit employees.

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation.
- 2) The realignment of the Office of Labor Standards and Enforcement shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that the realignment shall not be executed in any manner conflicting with the provisions of the Agreement including but not limited to Supplement 132 "Reorganization of the Office of Departmental Operations and Coordination (ODOC), transfer of the Office of Labor Relations (OLR) and non-OLR Headquarters Staff to the Office of Field Policy and Management (FPM), and abolishment of ODOC". This national supplement to the 1998 collective bargaining agreement is retained as a national supplement to the 2015 collective bargaining agreement.
- 3) Consistent with Supplement 132, item 11, the Department will conduct a workload and staffing assessment which will be shared with the Union and bargaining unit employees
- 4) The Department agrees that career ladders and promotion potential of bargaining unit employees will not be adversely affected by the realignment. The realignment will not change existing opportunities for affected employees' promotions, upward mobility or career ladder opportunities. No bargaining unit employees will be downgraded, involuntarily relocated, or separated, as a result of the realignment. No within-grade or other promotion will be delayed due to the reassignments No affected employee will be physically relocated as a result of the realignment Affected employees will remain at their current duty station.
- 5) No affected employee workload will be adversely affected by the realignment. To the maximum extent possible, any redistribution of work which is a direct result of the reassignments will be equitable.
- 6) No employee will be removed from the bargaining unit as a result of implementation

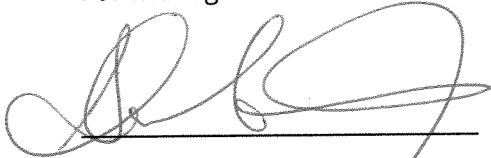
of the realignment.

- 7) Any necessary workstation moves will be locally negotiated with the AFGE Union Local as per the provisions of the Agreement.
- 8) To the extent possible, workload will be distributed fairly and equitably among personnel within job classification as a result of implementation of the realignment.
- 9) For affected bargaining unit employees who are reassigned work as a result of implementation of the realignment, their performance standards and critical elements shall be adjusted accordingly and will be consistent with their job classification as described in their position descriptions.
- 10) Annual leave and/or sick leave previously approved will not be rescinded as result of implementation of the realignment.
- 11) It is not Management's intent to affect employees' alternate work schedules as a result of implementation of the realignment. However, any change in an employees' alternate work schedule shall be in accordance with the current collective bargaining agreement.
- 12) It is not Management's intent to affect employees' telework agreements as a result of implementation of the realignment, since the majority of the work performed is portable. However, any change in a telework agreement shall be in accordance with the current collective bargaining agreement.
- 13) Approved reasonable accommodations will remain in effect and not be adversely affected as a result of implementation of the realignment. If a modification is requested by the employee the proposed modification will be processed in accordance with the Departmental Reasonable Accommodation Policy.
- 14) Affected Bargaining Unit Employees who are impacted by implementation of the realignment, shall receive guidance and/or refresher training as necessary to effectively perform the work assigned including but not limited to local municipality technical discipline information. Formal training shall be conducted in accordance with the provisions of the Collective Bargaining Agreement.
- 15) The Realignment Supplement shall be provided to employees. The local union representatives shall be allowed to brief bargaining unit members on this Supplement at a meeting. Regular work time shall be allowed for this meeting.
- 16) Management agrees that as a result of implementation of the realignment, all Office of Davis Bacon and Labor Standards (DBLS) bargaining employees will be properly classified based on their duties and responsibilities and will reflect grade parity for those employees with the same duties and responsibilities per applicable OPM regulations and the Agreement. If position descriptions need to be updated, then we will follow the applicable regulations and CBA, to include bargaining.

- 17) All Office of Davis Bacon and Labor Standards (DBLS) bargaining unit employees shall be treated fairly and equitably in the administration of this Supplement without interference, coercion or discrimination by Management.
- 18) Management shall separately notify and bargain with locals of any office moves resulting from the reorganization.
- 19) When applying performance element(s) and standards to an employee impacted by the implementation of the Proposed Realignment for the Office of Labor Standards and Enforcement, an employee's performance appraisal shall take into account all of the job functions the employee is expected to perform and the actual amount of time available (or not available) to perform those functions. Factors beyond an employee's control may include, but not limited to, unusual or extenuating circumstances such as availability of resources, delays attributable to others, unanticipated additional work assignments, changing priorities or high-volume workloads. Deadlines and quantitative goals should be extended or adjusted by management as conditions warrant.
- 20) Each employee reassigned to a new first line supervisor shall receive a rating of record from the former supervisor or second level rating official under this realignment. The rating of record shall be communicated in writing to the employee within thirty (30) workdays of the effective date of the implementation of the realignment.
- 21) Each employee reassigned to a new supervisor under this realignment shall receive a performance plan and meeting from the new supervisor. Employees shall be permitted to participate in the development of the performance plans. Performance Plans shall be administered in accordance with provisions of the Agreement.
- 22) Each employee assigned to a new first line supervisor as a result of implementation of the realignment shall receive a rating of record from the new supervisor after working 90 days or at the end the annual performance cycle, whichever is later. Performance appraisals shall be administered in accordance with the provisions of the Agreement.
- 23) In the event of temporary increases in DBLS workload and/or complexity of workload for a period of more than 120 days, then Bargaining Unit Employees shall receive temporary promotions in accordance with applicable OPM regulations and the Agreement.

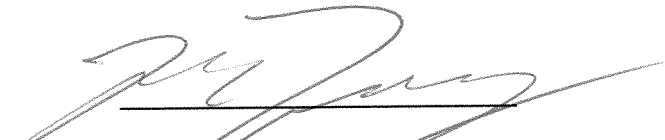
November 15, 2017

For Management:



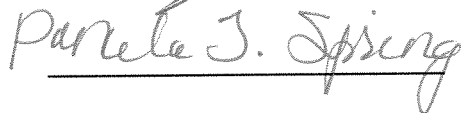
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Shaundrelle Watson  
Chief Negotiator




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Michael Lawyer



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Pamela Glekas



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Debra Bensala

For the Union:



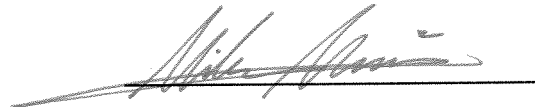
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Salvatore Viola  
Chief Negotiator




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Mary Player



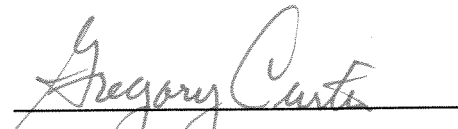
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Michael Moran



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Christopher Mclennon



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Gregory Curtis