

NATIONAL SUPPLEMENT 45  
Between  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
And  
AMERICAN FEDERATION Of GOVERNMENT EMPLOYEES  
COUNCIL 222

**Subject:** Office of Community Planning and Development (CPD) reorganizing of the Office of the Deputy Assistant Secretary for Operations (DASOP)

**Scope:** This supplemental agreement concerns The Office of Community Planning and Development (CPD) reorganizing of the Office of the Deputy Assistant Secretary for Operations (DASOP). This covers both its headquarters and field components in accordance with the FY23 Congressional Budget authorization.

1. **Maintenance of Status Quo:** Management agrees that it shall not implement the proposed reorganization of the Office of Community Planning and Development (CPD) until the Parties (i.e., HUD and AFGE Council 222) complete mid-term negotiations in accordance with Article 49, Section 49.02 of the HUD-AFGE Agreement (Agreement, collective bargaining agreement, or CBA) and the Federal Service Labor-Management Relations Statute.
2. **No Waiver of Applicable Rights:** The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement, for the implementation of the reorganization of CPD, shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), law, or government-wide regulation. The Parties may mutually agree to incorporate this Supplement into a successor collective bargaining agreement.
3. **Reorganization Effects:** Management agrees that there shall be no separation (i.e., layoff), reduction in grade level, or involuntary relocation for any affected bargaining-unit employee solely due to the establishment of the new CPD organizational structure identified in management's November 15, 2023, CBA Article 49 Notification.
4. **Bargaining-Unit Status:** No current affected bargaining-unit employee shall be removed from the bargaining unit solely due to the establishment of the new CPD organizational structure identified in management's November 15, 2023, CBA Article 49 Notification.
5. **Creation of New Positions/New Hires:** Management agrees to create new positions that range from General Schedule (GS) 11 to 14 and some career ladder positions that will be posted by region, available to be staffed in any of the field offices within the region; however, nothing precludes CPD bargaining-unit employees from other regions and bargaining-unit employees from other Program Offices from applying for the positions in accordance with Article 24 of the CBA. The positions include: Regional Senior CPD Representative; Regional Senior Financial Analyst; and Regional Program Environmental Specialist. Opportunities for these career ladder positions will be available to all qualified

field staff regardless of location, providing new upward mobility to locations that previously lacked access to a GS-14. A career-ladder GS-5-7-9 position will also be created, Regional Program Support Specialist.

Management shall seriously consider to the maximum extent possible hiring 28 employees in Headquarters identified in management's November 15, 2023, CBA Article 49 Notification as a result of this reorganization subject to available budget funding.

A selected employee will be expected to report to the office or duty station listed in the vacancy announcement for the position they applied for.

6. **Workload:** Management agrees that regional workload will routinely be assigned to the new regional positions (e.g., Regional Senior CPD Representative; Regional Senior Financial Analyst; Regional Program Environmental Specialist, Regional Program Support Specialist, etc.) and that CPD Field Office bargaining-unit employees will routinely continue to be assigned field-office-specific workload. The regional positions listed above may also be assigned field-office-specific workload. Should management assign regional workload to any CPD Field Office bargaining-unit employee, to the maximum extent possible, the Parties agree that the regional workload will be assigned on a fair and equitable basis.
7. **Regional Workload and Grade Classification:** Should higher-graded regional workload duties be assigned to any CPD Field Office bargaining-unit employee, the affected employee retains the right to a file desk audit and grade-classification appeal in accordance with Article 25 of the CBA.
8. **Regional Positions, Workload, and Flexiplace:** Any bargaining-unit employee occupying a new regional positions (e.g., Regional Senior CPD Representative; Regional Senior Financial Analyst; Regional Program Environmental Specialist, Regional Program Support Specialist, etc.) shall be eligible for Flexiplace arrangements in accordance with Article 18 of the CBA, Supplements 33 and 34, and the HUD-AFGE Agreement, and applicable HUD policy as long as HUD policy does not conflict with Article 18 of the Agreement, Supplements 33 and 34, and/or any other provision of the CBA. Should a Departmental decision or a third party mandate be made to allow remote work for these positions, management will consider approval of remote work based on management's future decision or will approve remote work if mandated by a third party based on the circumstances at that time.
9. **Position Descriptions:** In accordance with Article 25 of the HUD-AFGE Agreement, management agrees to provide the corresponding position description to each bargaining-unit employee hired for any new regional position such as the Regional Senior CPD Representative, Regional Senior Financial Analyst, Regional Program Environmental Specialist, Regional Program Support Specialist as well as the new hires for Headquarters identified in the proposed organizational charts in management's November 15, 2023, CBA Article 49 Notification.

10. **Training:** Management agrees to provide any bargaining-unit employee hired into a new regional or Headquarters position listed in Nos. 5 and 8 above with appropriate training for the new position in accordance with Article 29 of the HUD-AFGE Agreement.
11. **Performance Appraisal:** The performance planning meeting, critical elements, standards, and appraisal of any affected current bargaining-unit employee and any bargaining-unit employee hired into a new regional or Headquarters position listed in Nos. 5 and 8 above shall comply with Article 30 of the HUD-AFGE Agreement.
12. **Hold Harmless:** For a period of ninety days after the initial implementation of the new CPD organizational structure, an affected employee assigned new duties related to the new organizational structure and new operating protocols shall be held harmless for errors.
13. **Implementation:** This Supplemental Agreement shall be effective upon signature of the Parties' negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
14. **Duration:** This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement.
15. **Renegotiations:** AFGE Council 222 and AFGE Locals may reopen negotiations to consider any problem or condition that arises after implementation of the new CPD organizational structure that is not expressly addressed in this Supplemental Agreement. Renegotiations shall be limited to matters that are not already expressly addressed in this Supplemental Agreement.

**FOR MANAGEMENT:**

Mark Zaltman  
Digitally signed by Mark Zaltman  
 Date: 2024.01.19 08:41:20 -06'00'

Chief Negotiator  
 Mark Zaltman

EBONYII BOYKIN  
Digitally signed by EBONYII BOYKIN  
 DN: CN = EBONYII BOYKIN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Administration  
 Date: 2024.01.18 18:23:26 -05'00'

HQ Ebonyii S. Boykin  
 Negotiator

Edward Turner  
Digitally signed by Edward Turner  
 Date: 2024.01.22 13:03:40 -05'00'

Edward Turner  
 Negotiator

**FOR THE UNION:**

RICARDO MIRANDA  
Digitally signed by RICARDO MIRANDA  
 Date: 2024.01.22 17:34:54 -04'00'

Chief Negotiator  
 Ricardo Miranda

*Salvatore Viola*

Salvatore Viola  
 Negotiator

INGRID BROWN  
Digitally signed by INGRID BROWN  
 DN: CN = INGRID BROWN C = US O = U.S. Government OU = Department of Housing and Urban Development, Office of Administration  
 Date: 2024.01.23 08:06:27 -05'00'

Ingrid Brown  
 Negotiator

FOR MANAGEMENT:

<b>ERICA JONES</b>	Digitally signed by: ERICA JONES DN: CN = ERICA JONES C = US O = U.S. Government OU = Department of Housing and Urban Development Date: 2024.01.22 10:09:37 -05'00'
--------------------	---

Erica Jones  
Negotiator

<b>KATHLEEN BURKE</b>	Digitally signed by KATHLEEN BURKE Date: 2024.01.22 08:36:34 -07'00'
---------------------------	--

Kathleen Burke  
Negotiator