

NATIONAL SUPPLEMENT

Between

U.S. DEPARTMENT OF HOUSING URBAN DEVELOPMENT

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

SUBJECT: 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.

SCOPE: The scope of this supplement encompasses the implementation and impact of the proposed reorganization and realignment of OLR and non-OLR Headquarters Staff to FPM per notice to AFGE dated June 27, 2013, and supplemented per notice to AFGE of September 12, 2013.

1. **Retention of Rights:** The terms of this Supplement shall not constitute waivers of any Union and/or employees' rights under established law, rule, regulation or the National HUD/AFGE Agreement (Agreement).
2. **Implementation:** The Department shall not effect any changes in personnel policies, practices or working conditions not specified in the Article 5 notices to the Union. The Department agrees that the reorganization will not affect the office assignment, work station assignment, first level supervisor, grade, classification number, title, bargaining unit status, position description, or performance for Labor Relations Specialists currently in ODOC, unless otherwise specifically provided for in these proposals. The Department shall not implement the reorganization and realignment until the parties have completed bargaining including the resolution of any impasse declared by either party.
3. **Orientation:** Within 30 days of the effective date of the reorganization, affected employees will attend an orientation to learn about the other work performed in FPM. Affected employees will have the opportunity to discuss with their supervisors new assignments, rotations, or temporary assignments.
4. **Telework:** There shall be no adverse impact to existing telework agreements as a result of the implementation of this supplement.
5. **Reasonable Accommodation:** There shall be no adverse impact to existing reasonable accommodations as a result of the implementation of this supplement.

6. **Leave:** Annual leave, credit hours, compensatory time, and/or sick leave previously approved shall not be rescinded as a result of the implementation of this supplement.
7. **Previously Awarded Relief:** The Department will abide by all current settlement agreements (including, but not limited to, Reasonable Accommodation or Equal Employment Opportunity settlements) and grievance arbitration awards affected by the ODOC reorganization. If there are circumstances caused by the reorganization 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.
8. **Bargaining Unit Status:** No employee will be removed from the bargaining unit as a result of this reorganization.
9. **Post Implementation Review:** Affected employees will be permitted to request assignments to a different supervisor or location. If an affected employee's duties are added, removed or modified, management shall provide an accurate position description in accordance with Article 9, Section 9.02 of the Agreement. Affected employees are encouraged to submit ideas involving the redistribution of work that arises from the reorganization and additional opportunities created by its implementation.
10. **Implementation and Impact Team Meetings:** Starting no later than 30 days after the effective date of this supplement, and for a period not to exceed nine (9) months after the effective date of this supplement, the Department, the Union, and affected employees will conduct ongoing meetings to discuss topics related to the implementation of the reorganization. Topics appropriate for discussion include but are not limited to:
 - Opportunities for new work assignments and development of individual development plans (IDP).
 - Employee ideas involving the redistribution of work that arises from the reorganization or additional duties created by its implementation, workload assessment of the duties of labor relations staff, workload volume, the number of full-time equivalent positions available, staffing level needs to perform the work and training needs of affected employees in consultation with the Union and former ODOC employees.
 - Training and orientation for any new duties being assigned that former ODOC employees did not previously perform.
 - Resources and support for the identified training plan goals.
 - Structural organizational support for former ODOC employees who do not have supervisors in their current regional structure.
 - Upward mobility and career-ladder promotion opportunities for ODOC administrative and clerical staff.
 - The opportunity for affected bargaining unit employees reorganized from ODOC to continue doing the same work in the new organization.
 - Review the effectiveness and functionality of the reorganization.

11. **Workload and Staffing Analysis:** Management and the Union recognize that staffing is of critical importance. Management and the Union will work collaboratively to address workload and staffing needs.
- The Department agrees to conduct a workload study that will include an assessment of duties of OLR staff, workload volume and staffing levels needed to efficiently and effectively perform OLR work.
 - Management will coordinate with the Union on the status of ongoing workload studies and share the results with the Union.
 - Management will consider all Union and employee ideas and recommendations as a result of the workload study.
12. **Staffing Plan:** Management will provide the Union with the most current staffing plan for OLR upon the agreement of this supplement. As critical vacancies are identified and receive budget approval, the Union will be notified.
13. **Training Assessment:** Management will assess training needs of affected employees. The Department will share the results of the assessment with the Union.
14. **Employee Training and Development:** The Parties agree that where bargaining unit members identify a skills gap, local Management will assist staff with development of an individualized training plan to develop the needed skills. The training plan is responsive to both the needs of the program and the employee. When possible, staff will be partnered with a mentor to assist with skills development. To the maximum extent practical, Management will provide resources and support for the identified training plan goals. Management is committed to extending or adjusting deadlines and quantitative goals as conditions warrant. The affected OLR employees will be offered training opportunities consistent with the Agreement.
15. **Other Duties as Assigned:** The phrase “other duties as assigned” or “other related duties as assigned” as used in position descriptions or performance standards means duties related to the basic job. These phrases will not be used to regularly assign work to an employee which is not reasonably related to the employee’s basic position description.

Other Subjects

16. **Reports:** To the maximum extent feasible, Management’s reporting requirements for affected employees shall minimize duplicative reporting on the same information.
17. **Electronic Payrolls:** The Department shall consider affected employees’ views as expeditiously as possible and within a reasonable time of not more than 120 days. The Department shall begin to review options for use of electronic payrolls for all applicable programs.

18. **Regional Organizational Support:** OLR Employees who do not have onsite OLR supervisors in their current regional structure will have structural organizational support where they are treated as if they were part of the Region, and as if they were a member of a team. Labor Relations employees shall have equitable access to Departmental resources regardless of whether supervisory positions are filled.
19. **Local Bargaining:** In accordance with Article 5, Section 5.03 of the Agreement, midterm bargaining will be conducted at the local level concerning local issues related to the ODOC reorganization. This includes, but is not limited to, space allocation and local move issues within each office. The Union reserves the right to bargain over negotiable local subjects not covered by this supplement.
20. **Office Closure:** The Department has determined that this reorganization will not result in an office closure.
21. **Contracting Out:** Davis-Bacon work is inherently governmental. No function shall be contracted out as a result of the reorganization.
22. **Career-ladder Promotions:** The Department agrees that no career-ladder promotions shall be affected by this reorganization.
23. **Distribution:** In accordance with past practice, Management agrees to post this supplement on HUD@work.
24. **Sphere of Control:** Employees will not be held responsible for matters beyond their control, including budget and travel.
25. **Career Advancement:** The Department agrees to consider upward mobility and career-ladder promotion opportunities for former ODOC administrative and clerical staff.
26. **Employee Notice, Communications:**
- On at least a quarterly basis, the Department agrees to conduct regular, meaningful, two-way communications between FPM management and affected bargaining-unit staff.
 - Electronic Notification to Employees: Affected bargaining unit employees shall be provided an electronic copy of their SF-50, which shall include their position title and description, and salary including locality pay.
27. **Office Title:** The Department will consider a new name for the division that will be responsible for compliance with labor standards. The Union will provide suggestions.
28. **Duration of Supplement:** This supplement shall be incorporated into the current Agreement in accordance with Article 5, Section 5.02 (4) of its terms.

Individual Employees

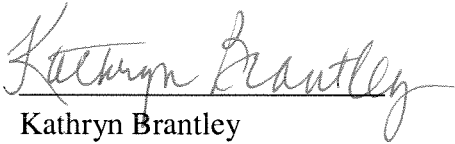
29. **Non-OLR Employees:** Within 60 days of implementation, the Department will meet with each of these employees and develop a transition plan to address knowledge and skills gaps for their new positions.

30. **Administrative Supervisory Authority:** Within OLR, employees shall receive workload assignments only through their first line supervisors.

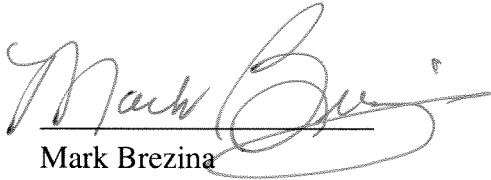
FOR MANAGEMENT:



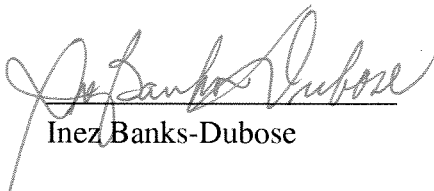
Norman Mesewicz
Chief Negotiator



Kathryn Brantley



Mark Brezina



Inez Banks-Dubose

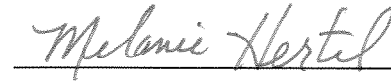


Tresa Rice

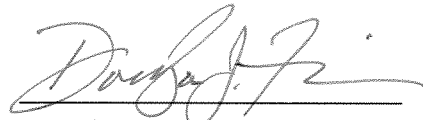


Karen Newton Cole
Deputy Chief Human
Capital Officer

FOR THE UNION:



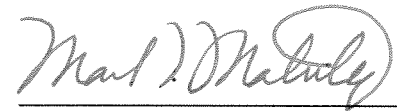
Melanie Hertel
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22 Oct 2013


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President, National Council of HUD
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