

APPENDIX 3 TO MFRT SUPPLEMENT-JOB EXCHANGE

1. This Appendix does not alter or amend any provisions and protections negotiated in the MFRT Supplement and its Appendices.
2. No employee will be involuntarily separated or downgraded as a result of implementation of the Multifamily Housing Transformation Job Exchange Program.
3. At either party's request, the parties will meet telephonically prior to or during each Wave to discuss problems, ideas, concerns and the progress made through the Multifamily Housing Transformation Job Exchange Program. In the alternative the Job Exchange program may be discussed during the regular monthly conference calls as required in (2) of the Supplement. If Job Exchange issues are incorporated into the regular monthly conference call, the call will be extended by one hour, to permit sufficient time to discuss Job Exchange issues.
4. The Job Exchange shall be open in two windows in each wave. The first window will be open for five days which will be open for applications from employees required to relocate. In accordance with Article 38 of the MFRT Supplement the second window will be open to employees seeking to swap into jobs made available for swap by applications submitted in the first window. The second window will be open for ten days with the exception of Wave 2 which will be open for five days. After receiving notification from Management that a swap has been approved, employees will have 48 hours to accept the swap with the exception of Wave 2 in which employees will have a minimum of 24 hours to accept. Up to 48 hours may be allowed if feasible.
5. Approved employees must be qualified for positions to which they are exchanging. Qualified means that each employee must possess the skills and experience essential to perform the duties of the exchanged position at a fully satisfactory performance level within 90 days of placement in the position with a reasonable amount of training. At the time the position is posted as available for swap, management shall include in the posting: a) the duties of the position; and b) a description of the core skills and abilities that will be the basis for the job exchange approval. Employees found to be not qualified will be notified. Qualified employees will be notified of a final decision. Determinations on qualifications are grievable. Determinations on selections are not grievable. The notice to employees shall also advise the employee if they are ineligible for the program and the

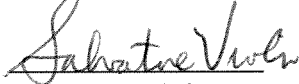
reasons for any ineligibility, including, but not limited to, specific performance-related issues, geographical location or other reasons.

6. In applying for positions through the Multifamily Housing Transformation Job Exchange Program, if an employee unintentionally provides incorrect information including but not limited to education, disability status and job related skills, no disciplinary action will be taken.
7. Management agrees that employees who receive reassignments as a result of the Multifamily Housing Transformation Job Exchange Program will receive 90 days of training to allow them to learn and perform the functions of the position. This training may be formal training including on the job training. In the application of performance elements and standards to affected bargaining unit employees, Management shall take into account the date the employee was assigned to the new position, the new duties, and the type and amount of training provided to the employee.
8. If there are any conflicts between agency policy and this Appendix, the Appendix shall take precedence.
9. Submitting an application for a job exchange will not negate, alter or otherwise impact an employee's previously-expressed duty station preference, unless the exchange is accepted.
10. Performance based actions such as a Performance Improvement Plan (PIP), an Opportunity to Improve Notice (OIP) or a performance based removal or demotion proposal within the year prior to the Job Exchange application may disqualify an employee from the Job Exchange program. An employee who is in receipt of a decision notice of involuntary separation for misconduct or unacceptable performance is not eligible for the Job Exchange Program.
11. The parties agree that the Pilot Job Exchange program is completed. The parties acknowledge that they disagree on the meaning and scope of paragraph 38 of the MFRT Supplement, and specifically, whether employees outside of the consolidating employee's geographical location are eligible to apply to swap with a consolidating employee. Based on this acknowledgement, the parties agree: a) Waves 2 through 5 of the Job Exchange may proceed, provided all of the agreed upon negotiated provisions of this Appendix are incorporated into the Job Exchange process as applied to AFGE bargaining unit employees; b) Management will provide the name, program office and

geographical location of all bargaining unit employees who were found to be ineligible for the Job Swap in the Wave 1 Pilot by Monday, July 14th; c) for subsequent waves, upon request Management agrees to provide the name, program office and geographical location of all bargaining unit employees found ineligible for the swap, and the reasons therefore, within 10 days after the request; d) ineligibility determinations based on geographical location or wave association may be grieved based on the language of paragraph 38 of the MFRT Supplement; and e) the meaning and scope of paragraph 38 of the MFRT Supplement may be determined in any such grievance proceedings and the signing of this Appendix does not waive any rights to pursue these grievances and any other appropriate remedies under law, regulation or contract.

12. The terms of this Appendix shall be incorporated into the Supplement.

For the Union



Salvatore Viola
Chief Negotiator

For Management



Mark Zaltman
Chief Negotiator

July 10, 2014