

Appendix 5 to National Supplement 135

SUBJECT: Multifamily Housing (MF) office-wide temporary limitation of telework initiated during the 45 days following the 90-day training period immediately following implementation of each wave of the Multifamily for Tomorrow Transformation.

SCOPE: The scope of this Memorandum of Understanding (MOU) is limited to MF Management's office-wide temporary limitation of telework for MF bargaining unit employees initiated during the 45 days following the 90-day training period for 35 consecutive calendar days immediately following implementation of each wave of the Multifamily for Tomorrow Transformation (MFT), and covers all MF Headquarters, Regional, and Field Offices. This MOU does not modify any provisions of the AFGE Collective Bargaining Agreement (the Agreement) or HUD's Telework Policy and shall in no way serve as precedent.

- 1. Period of Telework Limitation:** During the 35 consecutive day telework limitation period, employees will be required to be in the office 3 days per week, that are designated by MF Management. Employees on an approved AWS schedule or telework agreement may utilize a combination of AWS or telework 2 days per week.
- 2. Rights of the Parties:** This Appendix does not diminish or waive any rights that bargaining unit employees or Management have under the AFGE Agreement, law, rule or regulation.
- 3. Reasonable Accommodation.** The implementation of this Appendix shall be in compliance with the Departmental Reasonable Accommodation Policy and Supplement 41 of the Agreement. It will not alter reasonable accommodations currently in effect.
- 4. Future Telework Limitations:** The parties agree that for future MFT waves (beyond Wave 1) Management in each of those waves has the right to choose not to temporarily limit telework after the initial training period. Should Management in future waves choose to require that employees be in the office 3 days per week immediately following wave implementation, such limitations will be in accordance with this Appendix.
- 5. Annual and Sick Leave:** Annual leave and/or sick leave previously approved will not be rescinded because of implementation of the 35 day telework limitation period.
- 6. Alternate Work Schedules:** There shall be no adverse impact on to employees' alternative work schedules as a result of implementation of the 35 day telework limitation period.
- 7. Region VI and VII Implementation:** The parties agree that Management is not required to give the full pay period prior notice to staff in Regions VI and VII, and may immediately notify staff that implementation of the 35 day telework limitation period begins the week of February 16, 2015.

8. **Bargaining:** For future waves of the MFT, the parties agree that if MF Management's justification for the 35 day telework limitation period differs from that contained in notices of telework limitations in Regions VI and VII (including reasons not related to face to face (visual) employee collaboration or team building), then the locals, Regional Vice-Presidents, and/or Council have the right to bargain. Additionally, locals shall receive timely notifications in accordance with Supplement 110 and Article 5 of the Agreement regarding local changes in personnel policy, practices and procedures as a result of implementation of Management's 35 day telework limitation initiated immediately following the 90-day training period.

FOR MANAGEMENT

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Chief Negotiator

D'Andra Hankinson

2/9/15
Date:

FOR AFGE Council 222

Salvatore Viola
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