

ARTICLE 28
MANAGEMENT DIRECTED REASSIGNMENTS TO NEW LOCATION

Section 28.01 – General. This Article sets forth the guidelines for the implementation of management directed reassignments of bargaining unit employees to locations outside of their commuting area. This is not applicable to reductions in force (RIFs). All relocations shall be effected in accordance with law, rule, regulation, and the current collective bargaining agreement.

Section 28.02 – Employee Rights. This Article shall not diminish or waive any rights that bargaining unit employees have under the current collective bargaining agreement, law, rule or regulation. The Department shall not impose any prohibitions or limitations on employee rights, entitlements, or benefits unless expressly prohibited or limited under law or government-wide regulations.

Section 28.03 – Union Notification. Prior to issuing notices to employees of a management directed reassignment to a location outside of the commuting area covered in this article, management will provide the Union a copy of present and planned organizational charts showing the actual employees' relocation, including but not limited to organizational assignment, current position title, new position title, current position pay grade, new position pay grade, and current and planned geographic location of the employees' office(s). The Department shall provide notice according to Article 49 for impact and implementation negotiations for matters not directly addressed in this article.

Section 28.04 – Regulatory Governance and Financial Policies. The Department will notify the Union of any changes to the provisions of this article required by applicable statutes. The following shall include, but not limited to the following entitlements:

- (1) In addition to relocation allowances required under the Federal Travel Regulations (FTR), the Department will also approve the following up to the maximum allowed by the FTR:
 - (a) House-hunting per diem and transportation for the employee and spouse;
 - (b) Temporary quarters subsistence expense;
 - (c) Shipment of up to two (2) privately owned vehicles, if determined to be cost effective in accordance with FTR 302-9.301 and 302.
- (2) The Department will approve all relocation allowances required under the FTR up to the maximum allowed under the regulations. The Department is not obligated to hire relocation services companies, home marketing and property management services. The Department may negotiate with the Union regarding these services in the future.
- (3) The Department recognizes that affected employees may be “under water” on their mortgages (i.e., owe more on a mortgage than the value of the residence at the time of sale). The Department agrees that employees shall suffer no adverse employment impact within the Department, including but not limited to systems access, official travel access, or ethics/conduct for activities outside of the workplace related to the employee's failure to meet his/her mortgage obligation.

- (4) Service agreements shall not exceed twelve (12) months.

Section 28.05 – Timing of Relocations; Retirement

- (1) Any employee being reassigned to a duty station greater than 50 miles from their current duty station will be provided at least 60 days' notice before being required to report for duty at the new location. If the Department determines that there is a need to relocate an employee in a lesser period of time, then they will renegotiate the employee notice timeframe with the Union.
- (2) Retirement in lieu of acceptance of a directed reassignment to a location outside of the commuting area.
- (a) The Department agrees that if an employee requests and is eligible for retirement within 60 days of the report to duty date to another location, the employee will receive a directed reassignment report date for 61 days after the notice. The subject employee may work from his/her current duty station, or telework in accordance with the current telework policy and CBA, until the report date provided in the notice.
- (b) The Department agrees that if an employee is eligible for retirement within 60 days of a reassignment to another location/report-to-duty date, the employee may use their accrued and earned leave to extend their report date for an additional 30 days.
- (c) Upon request, the Department shall notify all affected employees if they are retirement eligible and their options if they receive notice of a reassignment.
- (d) The Department will consider reasonable requests for relocation extensions from employees who are soon to be retirement eligible.

Section 28.06 – Relocation Delays. The Department shall not require any employee to relocate while the employee is on annual or sick leave, whether short-term or extended, including any leave used under the Family and Medical Leave Act. Leave requests shall be approved following normal procedures.

Section 28.07 – Hardship Reassignments. Affected bargaining unit employees' hardship reassignment requests shall be processed in accordance with the Hardship Reassignment Article. Hardship Requests will be prioritized for a response and all hardship processing shall be completed prior to any employee being relocated.

Section 28.08 – Alternative Work Schedules, Telework, and Reasonable Accommodations

- (1) Relocating employees will keep previously approved alternative work schedules unless a work-related need to change the schedule is established. Any changes to a relocating employee's alternative work schedule shall be in accordance with the current collective bargaining agreement.

- (2) Relocating employees reporting to a new location shall keep their existing telework agreements. Any change in an employee's telework agreement shall be in accordance with the current collective bargaining agreement and if applicable, the HUD Telework Policy.
- (3) All employees teleworking from their new duty stations shall receive appropriate equipment and supplies in a timely manner. Affected employees shall not be required to live within the "normal commuting area" of any reassigned duty station.
- (4) Approved reasonable accommodations will remain in effect based on continual interactive process, including discussions, when an employee relocates to their duty location. If a modification is requested by the employee as a result of the relocation, the proposed modification will be processed in accordance with the Departmental Reasonable Accommodation Policy.

Section 28.09 – Miscellaneous.

- (1) The Department agrees that employees who are relocating to a non-AFGE-affiliated office will retain their bargaining unit affiliation with AFGE and their current AFGE Local until the effective date of reassignment. AFGE bargaining unit employees will be granted all provisions subsequently negotiated into and including the actual physical report date to the non-AFGE-affiliated office.
- (2) If an employee is relocating to a non-AFGE affiliated office, the Department will discontinue deduction of union dues from employee paychecks on the date the employee is reassigned to another office, including for employees who are members for less than one year, in accordance with Article 5 (Dues Withholding) of the HUD/AFGE Agreement.
- (3) For each employee who is notified of a directed reassignment to a new location outside the commuting area, the Department will identify the appropriate specialist who will assist them through the steps of the relevant process.
- (4) The Department agrees that errors in locality pay are beyond an employee's control. However, it is the responsibility of the employees to review their Personnel Actions and earnings and leave statements. The Department will take immediate and appropriate action to resolve/correct errors. The Department will notify the employee of any applicable waiver process.

Section 28.10 – No Adverse Impact. There shall be no adverse impact on existing EEO settlement agreements or grievance awards as a result of this article.