NATIONAL SUPPLEMENT between DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT and AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES NATIONAL COUNCIL OF HUD LOCALS 222

SUBJECT: HUD 2020 Management Reform Reorganization of Office of Native American Programs

- 1. Management agrees to retain employees, at current grade levels, which are not reflected on the proposed organization chart in the event that the current employee is not placed in an available position within the new structure. These positions will be identified as "incumbent" only.
- 2. Management agrees to consider employee preferences when determining placements within the new organizational structure.
- 3. Management agrees that no employee will be adversely affected or downgraded as a result of the reorganization.
- 4. Management agrees that all ONAP area office positions will be properly classified based on their duties and responsibilities and will reflect grade parity for those employees with the same duties and responsibilities.
- Management agrees to submit merit staffing requests to fill current and future vacancies within the ONAP FTE ceiling in all offices as authorized by the Deputy Assistant Secretary.
- 6. Management agrees to follow the cross-walk procedures to implement the new organization. For purposes of this agreement, the implementation period will begin with the initial "all employee" meeting and will end when all employees have received official notification of their new position and merit staffing requests have been submitted for all remaining vacant positions.

Crosswalk

- 1. Management will conduct a meeting to inform employees in each ONAP office of the process to be used to place employees into positions in the new ONAP organization. The union will be notified of the date and time of this meeting and invited to participate.
- 2. Employees will be reassigned to substantially similar positions using the following process:
 - Employees will be asked to identify their first and second placement choices;
 - To the maximum extent possible, Management will place employees in accordance with their first or second choices;
 - Management reserves the right to place employees into positions that are not an employee's first or second choice where necessary to fill substantially similar positions in the new organization;
 - Reassignments to substantially similar positions will be limited to the local commuting area;
- 3. Vacancies not filled after substantially similar placement will be merit staffed.
- 4. Employees for whom there is no substantially similar position in the new organization will remain in their current positions as "incumbent only."
- 5. The following definitions will be used to implement the reorganization:
 - Substantially Similar: a "substantially similar" position is defined as one that entails similar duties and qualification requirements or can be performed by the incumbent with little loss in productivity.
 - Local Commuting Area: "local commuting area" will be defined in accordance with applicable regulations under title 5 of the Code of Federal Regulations.

- 7. Management agrees to identify all vacancies before the crosswalk at the all employee meeting and after the crosswalk after all employees have received official notification of their new position.
- 8. Management agrees to provide a minimum of one Program Assistant under the supervision of each Grants Management Division Director and each Grants Evaluation Division Director in each area ONAP.
- 9. Management agrees to provide a minimum of one Team Leader for each Grants Management Division and one Team Leader for each Grants Evaluation Division, at the GS-13 grade level, in each area ONAP.
- 10. Management agrees to merit staff two Team Leaders for the Office of Grants Management in the Denver Program Office. The positions will be advertised as GS-13/14 with uniform position descriptions.
- 11. Management agrees to provide training to all employees after official notification of their new positions, in accordance with the Crosswalk Agreement, which is attached and made a part of this Supplement. Management further agrees to provide all employees with a training plan no later than 60 days of official position notification.
- 12. Management agrees to follow the Performance Appraisal procedures contained in the HUD/AFGE contract.
- 13. Management agrees that, in accordance with Article 5, midterm bargaining will be conducted at the local level concerning local issues related to the impact/implementation of the ONAP Reorganization.
- 14. Management shall provide the Union and each affected employee with the new organizational structure showing employees placed in substantially similar positions.
- 15. Nothing in this plan shall waive, limit or impair the statutory or legal rights of individual employees or their representatives.

Attachment

For Management: For the Union: Priscilla A. Lewis Jahe C. Graham Chief Negotiator Chief Negotiator Jennifer Ballough Jo **A**nn Teiken Team Member Team Member Deborah Lalancette Son ja Team Member Team Member Ken Bowring Anthony Baugh Team Member Team Member Team Member Team Member Margaret 76m Team Member **APPROVED:** APPROVED: Mortimer F. Coward

Director, Office of Human Resources

Date: 6/1/99

President, AFGE National
Council of HUD Locals 222

Date: 5/14/55