

NATIONAL SUPPLEMENT 137

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees Council 222 of HUD Locals

SUBJECT: Implementation of the Rotational Assignment Program.

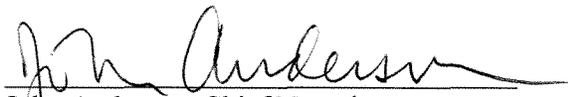
1. HUD shall provide training and information to all bargaining unit employees regarding the Rotational Assignment Program and how to participate.
2. No employee rights under the HUD/AFGE Agreement shall be waived as a result of participating in the Rotational Assignment Program.
3. No employee shall be permanently removed from the bargaining unit as a result of the Rotational Assignment Program. Management is responsible for advising employees when a rotational opportunity is outside the bargaining unit.
4. No adverse action shall be taken against any bargaining unit employee in connection with either participation in the Rotational Assignment Program or request(s) to participate in the Program. Implementation of the Rotational Assignment Program shall not have any adverse impact on any employees' promotions, within-grade increases, upward mobility, or career ladder positions, whether they participate in the program or not.
5. Decisions related to employee participation in the Rotational Assignment Program, including selection, may not be based on political affiliation, labor organization affiliation or non-affiliation, marital status, race, color, religion, gender, sexual orientation, sex, national origin, disability, or age, and shall be based solely on job-related criteria.
6. Employees will obtain the approval of their supervisor prior to applying for a rotational assignment. Managers will not unreasonably withhold approval of these requests.
7. Any denial by a home supervisor or home organization official that precludes an employee from applying for or accepting a rotational position shall be in writing, with a copy to the employee, and shall be made solely on job-related and/or organizational need criteria, such as office coverage, staffing shortages, and workload constraints. The denial will also include time-relevant factors, if applicable, such as when (e.g., after another employee returns from extended leave or training) or under what conditions (e.g., upon filling a vacancy) the employee might be allowed to participate, provided the rotation is still available.
8. Bargaining unit employees who meet all other eligibility criteria and are under either a pending disciplinary action (i.e., any proceedings that are not finalized) or a disciplinary action may participate in the Program provided that the employee advises the host supervisor

of the details of the pending or actual disciplinary action and that both the home and the host supervisors agree to the rotation. The employee's participation in the rotation may be cancelled if the host supervisor is not aware of the details of the disciplinary action.

9. Management will notify the Union in accordance with Article 5 when an office engages in moves, space reassignments, or changes to bargaining unit employees' duties (other than the rotational assignment participant's) or otherwise has changes covered by Article 5.
10. Bargaining unit employees' eligibility for other training opportunities and training funds through their home offices shall not be affected as a result of applying for a rotational assignment or participating in or not participating in the Rotational Assignment Program. Employees participating in the Rotational Assignment Program will be permitted to attend training that was previously scheduled before the rotational assignment was finalized.
11. Employees who participate in the Rotational Assignment Program shall have the same rights to telework and alternative work schedules as other employees in their new office. In accordance with the Telework Supplement, if the host supervisor modifies or terminates the participant's existing telework agreement, the supervisor will provide written notice to the employee identifying the reason(s) for modification or disapproval.
12. Employees who participate in the Rotational Assignment Program and who agree to change or suspend their previously existing telework agreement for the duration of the rotational assignment shall be permitted to return to their prior telework arrangement without adverse impact immediately upon return to their permanent assignment.
13. There shall be no adverse impact to any reasonable accommodation of any affected employee who participates in the program or who works in organizations hosting a rotational assignment employee. Management shall not discriminate against any employee with a reasonable accommodation who applies to participate or who participates in this program provided that the employee is able to perform the duties of a specific rotational assignment under the existing reasonable accommodation. If a previously approved reasonable accommodation will prevent an employee from performing the duties of the rotational position, the host supervisor will explain the reason in writing and will identify what reasonable accommodations, if any, could be made for an applicant with a disability. Denial of a reasonable accommodation must comply with all applicable law, government-wide regulations, and the Collective Bargaining Agreement including supplements.
14. Any leave approved prior to the start of a rotational assignment shall not be rescinded as a result of participation in the Program provided that the needs of the host office are met. A participating employee must advise the host supervisor of any pending leave prior to rotation; the host supervisor shall advise the employee in writing before the rotation begins if, and in what way, the leave will interfere with the employee's ability to perform the rotational assignment. The employee may choose to cancel the scheduled leave or to not accept the rotational position if the leave is shown to interfere with the performance of the assignment. Alternatively, if the host supervisor, home supervisor, and employee all agree, the dates of the assignment may be modified to accommodate the scheduled leave.

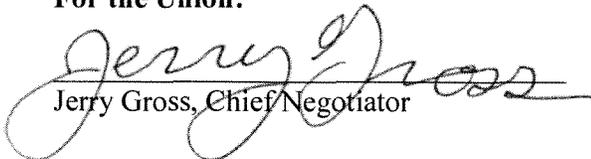
15. Any employee participating in a rotational assignment for a period of 90 days or more, shall receive a copy of a written performance plan for the rotational assignment within 30 days and shall receive ratings in accordance with Supplement 125. Host supervisors shall provide informal feedback to participating rotational employees throughout the assignment period, even if it is for less than 90 days. Host supervisors will be responsible for making known all expectations and evaluation criteria at the start of a rotational period regardless of length.
16. Any changes to Handbook 655.1 as agreed to and finalized following the conclusion of the current negotiations shall be subject to notice and negotiation. All changes to operating procedures and forms referenced by Handbook 655.1 shall also be negotiated in accordance with Article 5.04.
17. The terms of the agreement reached in this mid-term negotiation shall be incorporated into the successor collective bargaining agreement that follows the existing 1998 HUD-AFGE national collective bargaining agreement.
18. Upon request by the Union, HUD shall provide a copy of each Rotational Assignment Program position announced and information about positions filled and announcements cancelled. Notwithstanding that, all relevant information will be posted on HUD@work.
19. When provisions of the Departmental policy are inconsistent with or contradict this supplement, this supplement will prevail.

For Management:


John Anderson, Chief Negotiator

Date: 9/16/2014

For the Union:


Jerry Gross, Chief Negotiator

Date: 9/16/2014