Local Supplement 57

between

U.S. Department of Housing and Urban Development

and

American Federation of Government Employees Local 476

SUBJECT: Reassignment and Office Move of [redacted], Office of the Chief Financial Officer

SCOPE: [redacted] is being reassigned and physically moved from the Travel Management Division in the Office of the Assistant Chief Financial Officer for Accounting to the Resource Management and Analysis Division in the Office of the Assistant Chief Financial Officer for Budget as a result of implementation of the Concur Travel and Relocation System, which is governed by Supplement 138 (July 31, 2014) to the HUD-AFGE Collective Bargaining Agreement.

1. Status Quo: The status quo will remain and no changes will be made to [redacted]'s assignment or seating location until all bargaining is completed in accordance with the Agreement.

2. No Waiver of Rights: This negotiation and any resulting agreement hall not diminish or waive any rights that the Union and bargaining unit employees have under the Agreement, law, rule or regulation.

3. Notice: The Department will notify [redacted] and any other affected bargaining unit employees of the effective date at least one week prior to implementing the reassignment and office move.

4. Employee Briefing: In accordance with Supplement 138, the Department will offer [redacted] the opportunity to receive a briefing to explain the changes being made to her positions. The Department will provide five business days' advance notice to Local 476 of the time and date of the briefing, and will allow Union representatives to attend and participate in the briefing.

5. Promotion Potential: There shall be no adverse impact on existing opportunities for [redacted] in terms of promotion potential, eligibility for promotions, or career ladders as a result of the reassignment.

6. Office Moves/Space Allocation: The Department shall provide all necessary packing materials and grant sufficient time during the work day for [redacted] to box her office belongings on the designated date, and to unpack their belongings upon completion of the proposed move. [redacted] shall not be required to pack or unpack outside of duty hours. [redacted] shall not be required to lift, move, or carry boxes outside of her immediate work space.

a. As required by Article 5, the Department will provide the Union with the average square feet per employee in [redacted]'s current and proposed offices and the total number of [redacted]'s allotted square feet in her present and proposed offices.

b. As required by Article 5, the Department will provide the Union with the estimated cost of the move.

c. The Department shall identify to the Union any other bargaining unit employee who may be moved or whose space allocation may be affected by [redacted]'s reassignment.

7. Work Schedules and Reasonable Accommodations: As provided by Supplement 138, there shall be no adverse impact to [redacted]'s alternative work schedules, telework agreements, or reasonable accommodations. Any change in a telework agreement or alternative work schedule shall be in accordance with the collective bargaining agreement.

8. Leave: Any leave previously approved for [redacted] shall not be rescinded as a result of the proposed reassignment and move.

9. Reassignment: The Department will notify the Union if there have been any changes in [redacted]'s proposed reassignment since the information was provided in July 2014, including changes to any proposed organization charts, proposed first or second line supervisors, nature of [redacted]'s duties, and impact of the reassignment on any other bargaining unit employees.

10. Position Description: In accordance with Supplement 138, [redacted]'s position description will not change as a result of her reassignment. The Department will notify Local 476 and [redacted] if any changes are made subsequently as a result of the reassignment, and will provide copies of the new position description to both Local 476 and [redacted]. The Department will also provide [redacted] with a detailed description of her new duties immediately upon her reassignment.

11. Training: The Department shall provide all necessary and appropriate formal, informal, and on-the-job training opportunities necessary for [redacted] to perform successfully any new duties with consideration of the employee's input.

12. Performance Appraisal:

a. [redacted] shall receive a rating of record from the former supervisor. The rating of record shall be communicated in writing to the employee within 30 days of the effective date of the permanent position change.

b. [redacted] shall receive a new performance plan from the new supervisor. She shall be permitted to participate in the development of performance plans. The Department shall communicate applicable critical elements and performance standards to [redacted] within 30 days of the reassignment.

c. [redacted] shall receive a rating of record from the new supervisor after working 90 days or at the end of the annual performance period, whichever is later.

d. [redacted] will receive interim ratings from her new supervisor.

Date: 1/28/2015

For Management:

Anita O. Crews, Human Resources Specialist

For the Union:

Jerry Gross, Steward, AFGE Local 476