

NATIONAL SUPPLEMENT

Between

U. S. Department of Housing and Urban Development

And

American Federation of Government Employees  
National Council of HUD Locals 222, AFL-CIO

**SUBJECT:** Office of Field Policy and Management (FPM) Realignment/Reassignment.

**Scope:** The scope of this Supplement encompasses the impact and implementation of the realignment/reassignment of FPM bargaining unit employees. Entering into this Supplement cannot be construed as Union agreement with individual assignments.

1. No waiver of rights: Reassignment decisions under this realignment will be based on objective criteria. This Supplement does not diminish any rights the union or individual employees may have under the HUD/AFGE Agreement, law, rule or regulation to address any adverse impact.
2. Position Descriptions: All bargaining unit employees reassigned during this realignment will be assigned to positions with classified position descriptions (PDs). Employees shall receive copies of their new PDs within 30 days of reassignment. The PDs shall provide for duties and responsibilities consistent with the employee's grade. PDs shall accurately define, identify and describe the tasks and duties for which employees will be responsible. The Council shall be provided copies of the aforementioned PDs. If a PD is not available within 30 days, Management shall provide the Council with a list of all unavailable PDs, and an estimate of the time it will take to provide each PD. In no circumstance will it take more than 60 days to provide a properly classified PD.
3. Upward Mobility/Worker Trainees: Employees' upward mobility and Worker Trainee status will not be adversely affected by this realignment. Worker Trainees can be non-competitively promoted up to the GS-4 level.
4. Relocation, Separation and Downgrade: No employee will be involuntarily relocated, separated or downgraded as a result of this realignment.
5. Bargaining Unit Positions: Management does not intend significant changes to the total number of bargaining unit employees. Most current bargaining unit employees will remain in the bargaining unit. Some employees currently not in

the bargaining unit will be reassigned to bargaining unit positions. The bargaining unit status of positions affected by this realignment will be determined in accordance with the Federal Service Labor-Management Relations Statute.

6. Early Retirement: The Department has early out retirement authority through September 30, 2002. Management may pursue early out retirement authority for fiscal year 2003.
7. Career Ladders: Career Ladder promotions shall be effected in accordance with Article 13, Section 13.13 of the HUD/AFGE Agreement.
8. Pending Grievances: Management, in accordance with applicable law, rule and regulation, will comply with any pending grievance/arbitration decisions regarding career ladder promotions.
9. Requests for Reassignments: Employees shall be permitted to request reassignment. Employees will be afforded the opportunity to provide information in support of their request. Local Management officials will be encouraged to resolve such requests. Request for reassignment can include a request for voluntary relocation to another office at their own expense.
10. Training:
  - A. In cases where qualifications were waived to effect a reassignment, management will ensure the preparation of an Individual Development Plan (IDP) within 30 days of the effective date of reassignment. Management will provide supervisors with guidance regarding the specific skills and knowledge the employee will need to perform successfully in the position. The supervisor and employee shall work together to develop the IDP. The IDP shall extend for no more than 1 year.
  - B. In cases where qualifications were not waived to effect reassignment, supervisors and employees shall develop an IDP, as appropriate, to assist the employee in meeting the critical elements and standards for satisfactory job performance. Management shall provide supervisors with guidance in the development of IDPs.
  - C. Performance appraisals will take into account an employee's training status.
  - D. Management shall provide the Council within 30 days of reassignment with a list of the employees for whom qualifications were waived.
  - E. Where reassigned employees need formal technical training, it will be provided, as feasible, by management and or senior program staff.
11. Performance Elements and Standards: Management shall provide all employees reassigned under this realignment new performance elements and standards within 30 days of reassignment.

12. Advertisement of Vacancies:

- a. For the remainder of Fiscal Year 2002, and for bargaining unit positions at or with potential to a GS-13 or above, the parties agree that 50% of advertised positions will be posted for internal applicants only. The remaining 50% will be processed under the terms of the HUD/AFGE Agreement.
- b. The Union has raised concerns relative to upward mobility and has proposed that HUD agree to establish 150 upward mobility positions.

HUD is willing to use a process to address the Union's concerns which includes assessment of needs and discussion of potential solutions.

Therefore, the parties agree to meet and confer over the subject of upward mobility commencing within 30 days of this agreement and concluding within 60 days of this agreement in an effort to achieve a mutually beneficial resolution on the subject of upward mobility.

13. Local Bargaining: In accordance with Article 5 of the HUD/AFGE Agreement, bargaining shall be conducted at local offices concerning appropriate local issues related to this realignment including but not limited to space changes.
14. Ongoing Dialog: The Parties agree that no later than 60 days after implementation, they may meet to discuss additional concerns at the request of either Party.