

## LOCAL SUPPLEMENT #49

Between

U.S. Department of Housing and Urban Development

And

American Federation of Government Employees

Local 476, AFL-CIO

**SUBJECT:** The establishment of the Office of Sustainable Housing and Communities (OSHC).

**SCOPE:** The scope of this supplement encompasses the impact and implementation of the establishment of OSHC on bargaining unit employees.

1. **No Adverse Impact:** The establishment of OSHC will not adversely affect any employee's career ladder or upward mobility rights. No employee will be separated or downgraded.
2. **Moves:** Management will not move the work station of any OSHC employee without the agreement of the union. Management will provide notice of the location of employees within thirty (30) days of the effective date of this supplement. The union will have an opportunity to bargain on the location of employees consistent with National Supplement 69.
3. **Performance Standards:** Management recognizes that it cannot hold OSHC employees accountable for their performance elements and standards absent advance notice to them with an opportunity to comment. The union shall receive these elements and standards at the same time as they are delivered to the employees.
4. **Reassignments and Details:** Details and reassignments of OSHC employees will be effected in accordance with the terms of the HUD/AFGE Agreement.
5. **Performance Awards:** OSHC employees will receive performance awards based on their performance appraisals of record.
6. **Bargaining Unit Status:** HUD employees who are detailed or reassigned to OSHC shall retain their bargaining unit status under the HUD/AFGE Agreement, and in accordance with applicable case law.

7. **Position Descriptions:** Management will provide OSHC employees and the union copies of new position descriptions within two full pay periods of their availability.
8. **Staffing:** OSHC positions will be filled in accordance with the HUD/AFGE Agreement and applicable law, rule and regulation.
9. **Briefing:** Management agrees to hold at least one briefing with the union and employees no earlier than April 26, 2010 but within thirty (30) calendar days of the effective date of this supplement.
10. **Reasonable Accommodations:** OSHC employees' existing reasonable accommodation agreements will remain in effect.
11. **Telework:** OSHC staff may participate in the HUD Telework program. If management identifies a need to terminate the telework agreement(s) of any OSHC staff, the employee(s) and the union will receive no less than five (5) days advance notice. The notice shall provide the rationale for the termination.
12. **Senior Advisors, Specialists and Analysts:** Management recognizes Senior Advisor, Specialist and Analyst positions will be part of the bargaining unit. Management and the Union have not agreed whether all Specialist and Analyst positions should be a career ladder GS-14. Further discussion on this matter will commence within ninety (90) days.
13. **Career Ladder Developmental Positions:** Management recognizes that career development is in the interest of both employees and OSHC.
14. **Effective Date:** This supplement will become effective upon the signature of the Parties.

For Management:

Norman Mesewicz 5/14/2010  
 Norman Mesewicz  
 Chief Negotiator

Shelley R. Poticha 5/14/2010  
 Shelley R. Poticha  
 Negotiator

Zuleika K. Morales-Romero 5/14/2010  
 Zuleika K. Morales-Romero  
 Negotiator

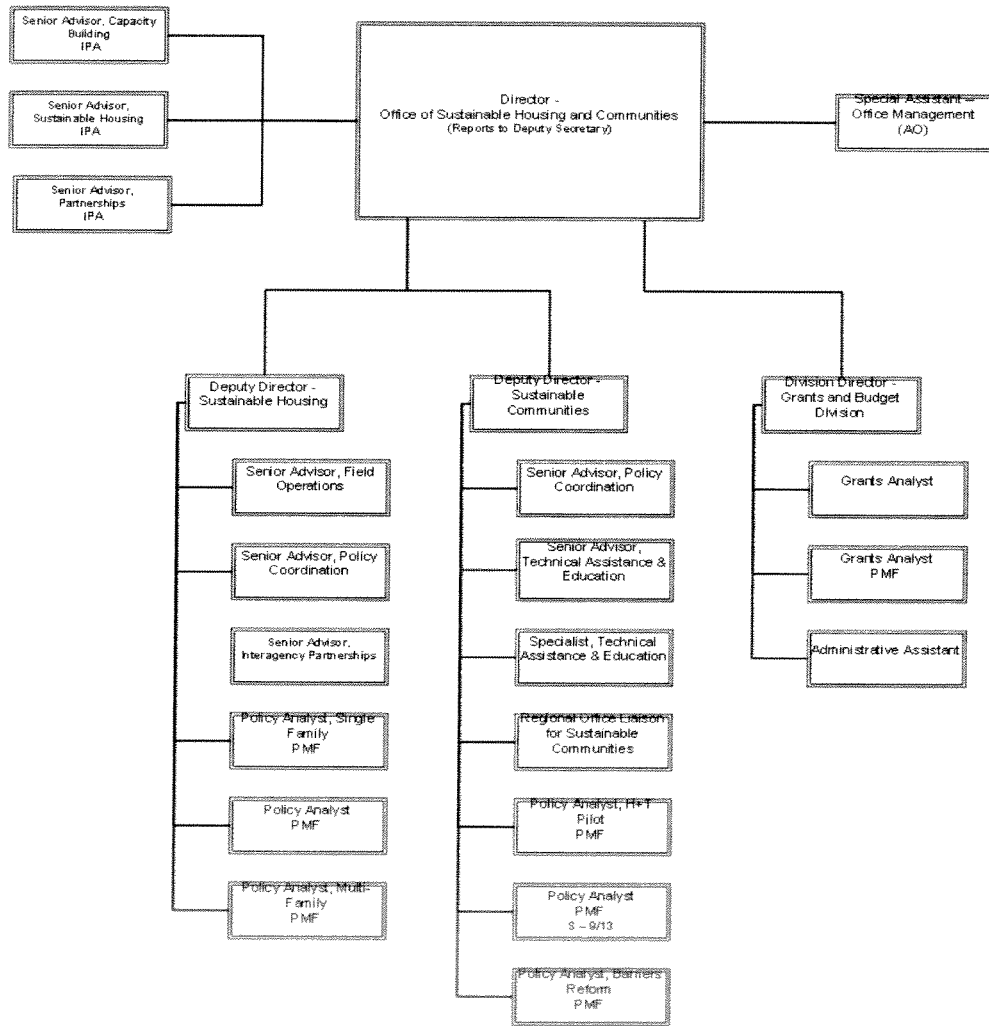
For the Union:

Eddie Eitches 5/14/10  
 Eddie Eitches  
 Chief Negotiator

Avril Sisk 5/14/10  
 Avril Sisk  
 Negotiator

Stephen A. Cerny 5/24/10  
 Stephen A. Cerny  
 Negotiator

Office of Sustainable Housing and Communities



05/10/2010

ee 5/14/10  
MW 5/14/10