

**NATIONAL SUPPLEMENT**  
**Between**  
**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**  
**And**  
**AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES**  
**NATIONAL COUNCIL OF HUD LOCALS 222**

**SUBJECT:** Office of Fair Housing and Equal Opportunity (FHEO) Realignment

**SCOPE:** The scope of this Supplement encompasses the impact and implementation of the Office of Fair Housing and Equal Opportunity realignment on bargaining unit employees.

1. Merit Staffing – Management agrees to merit staff “vacant” positions identified in the Realignment (To/From Charts - dated August 24, 2004) to include the lowest grade level established for each Headquarters position or Field position.
2. Establishment of New Offices - Management agrees that employees currently outstationed at the location of the new offices will not be required to apply for their position.
3. Details – All details will be accomplished in accordance with Articles 13 and 14 of the HUD/AFGE Agreement.
4. Relocation, Separation and Downgrade - No employee will be involuntarily relocated, separated or downgraded as a result of this realignment.
5. Local Bargaining – Management agrees to conduct the local bargaining at the local level concerning local issues in accordance with Article 5 of the HUD/AFGE Agreement.
6. Bargaining Unit Status – The bargaining unit status of positions affected by this realignment will be determined in accordance with the Federal Service Labor-Management Relations Statute and Article 1 of the HUD/AFGE Agreement.
7. Copies of Supplements: Management agrees to provide all members of this negotiation team with a copy of this signed supplement within 30 days.
8. Positions and Promotions: Management agrees there will be no adverse impact on employees’ upward mobility or career ladder positions or promotions.
9. Telecommuting – Employees whose positions, duties and/or responsibilities did not change as a result of this realignment shall not be required to submit new applications. Management may reassess the employee’s Telework arrangement ninety (90) days after


implementation of the realignment. If a new Telework application is required for an employee whose positions, duties and/or responsibilities changed as a result of this realignment, Management agrees that the employees will be given consideration to telecommute under the Department's Telework Program and Supplement 3.

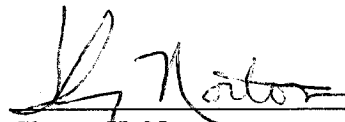
10. Reassignment - The parties agree that an employee has the right to request a transfer and/or voluntary reassignment at any time. Individual requests for voluntary transfer to another position will be considered from employees affected by this realignment. Employees may provide information in support of their request.
11. Reasonable Accommodations – All Reasonable Accommodations will be in accordance with Supplement 41. Employees whose positions, duties and/or responsibilities did not change as a result of this realignment shall not be required to submit new applications for reasonable accommodations. If a reassessment of a reasonable accommodation is required for an employee whose position, duties and/or responsibilities changed as a result of this realignment, Management will not require new or additional documentation unless it specifically relates to the new position.
12. Leave Requests – Management agrees that due consideration will be given to any leave requests that have already been approved. Management agrees that any leave requests that have already been approved will not be cancelled, except in accordance with Article 24, 24.04 of the HUD/AFGE Agreement.
13. Training – Management agrees to provide training for employees to obtain the specific skills and knowledge needed to successfully perform the duties of their new positions. Where employees need formal training, the training will be provided by Management or senior program staff.
14. Briefing - Management agrees to hold a briefing session with all employees of FHEO within 30 days of the completion of the negotiation to allow employees an opportunity to discuss the supplement and the affect that the realignment will have on them.
15. Fair Labor Standards Act (FLSA) - Prior to implementation management agrees to review all position descriptions identified in the realignment for conformance with the new FLSA, and to exempt from coverage only those employees meeting the criterion for exemptions. When Management completes its review, they will provide the Union a list of the FLSA status for every new position description.
16. Performance Appraisal – If an employee has not performed under the new Elements and Standards for 90 days, the rating of record shall be based on the previously issued Elements and Standards. Performance appraisals will take into account an employee's training status.
17. Pen and Ink Changes to Position Descriptions: Management agrees that any pen and ink changes referenced in their proposals will not include changes to the duties and/or responsibilities of the position description.

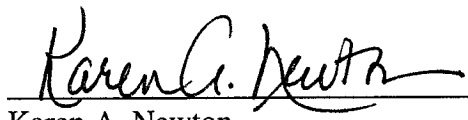
- 18. Education and Outreach Position: Management agrees that individuals encumbering the Education and Outreach Positions need not be physically located in the Regional Office.

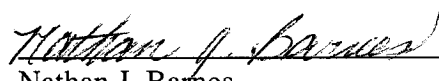
**MANAGEMENT**

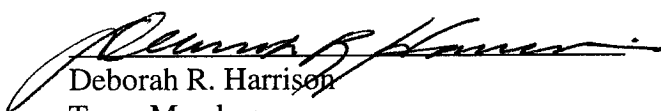
**UNION**

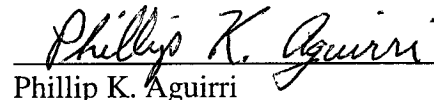
  
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 Joann T. Robinson  
 Chief Negotiator

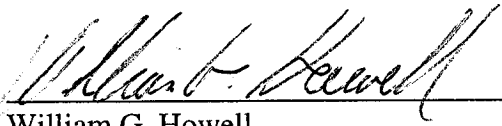
  
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 Sherry K. Norton  
 Chief Negotiator

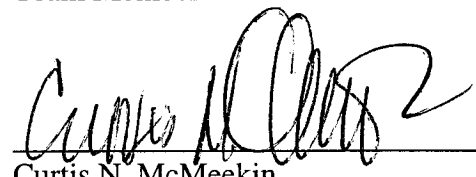
  
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 Karen A. Newton  
 Team Member

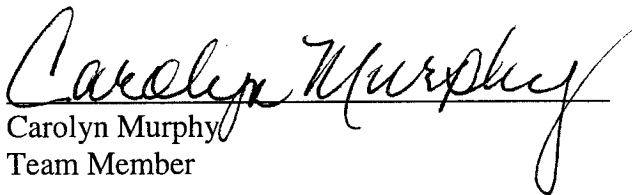
  
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 Nathan J. Barnes  
 Team Member

  
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 Deborah R. Harrison  
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 Phillip K. Aguirri  
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 Carolyn Murphy  
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 Lloyd Davis  
 Team Member

**APPROVED**

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 Barbara J. Edwards  
 Deputy Assistant Secretary  
 for Human Resource Management

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 Carolyn Federoff  
 President, AFGE National Council  
 of HUD Locals 222

Date Approved \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
NATIONAL COUNCIL OF HUD LOCALS 222**

**SUBJECT:** Area of Consideration

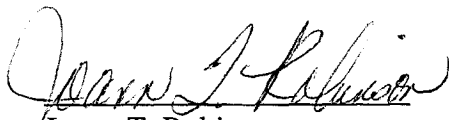
FHEO is prepared to demonstrate that sufficient work for Equal Opportunity Specialists exists at the GS-13 level to support 44 positions based upon workload analyses and the complexity of duties contained in a GS 13 position. The positions are to be distributed proportionately in the Intake Branch, Centers and Field Offices, if supportable. Demonstration of need shall be made by FHEO and submitted to the Office of Human Resources (OHR) within 60 days. The Office of Human Resources will review the information presented by FHEO and determine whether or not the documentation supports classification at the GS-13 level. If the GS-13 is supported the position will be advertised. The Union agrees to waive the conditions contained in Article 13, Section 13.08(1) of the HUD/AFGE Agreement relating to the "Area of Consideration" thereby enabling FHEO to restrict the area of consideration for the GS-13 positions identified above.


Management agrees that the positions approved by the OHR will be simultaneously posted (in equal numbers of GS-13 to management positions, i.e., one for one) with the other vacant positions identified in the realignment. If the number of GS-0360-13, Equal Opportunity Specialist positions advertised is less than thirty-five (35), the parties agree to re-negotiate this MOU.

Management agrees to consider backfilling any resulting vacancies. The Union at the local level may consider waiving the conditions contained in Article 13, Section 13.08(1)(c) of the HUD/AFGE Agreement relating to the "Area of Consideration" thereby enabling FHEO to advertise the vacancies at GS-12 and below.

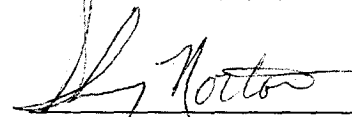
In addition, Management agrees to advertise the eight (8) bargaining unit positions in Headquarters. The Union agrees to waive the conditions contained in Article 13, Section 13.08(1)(b) of the HUD/AFGE Agreement relating to the "Area of Consideration" thereby enabling FHEO to restrict the area of consideration for the eight (8) bargaining unit positions located in Headquarters.


**FOR MANAGEMENT**

  
Joann T. Robinson  
Management Representative

  
Karen A. Newton  
DAS, Operations and Management

**FOR THE UNION**

  
Sherry K. Norton  
Chief Negotiator

  
Eddie Eitches  
President AFGE Local 476

*Sp 2, 2004*