

MEMORANDUM OF UNDERSTANDING
Between the
US Department of Housing and Urban Development
And
American Federation of Government Employees
National Council of HUD Locals 222

SUBJECT: Sustaining Our Investment

BACKGROUND/SCOPE: The scope of this Memorandum of Understanding relates to the implementation of the Office of Multifamily Housing Programs initiative entitled “Sustaining our Investments.” Implementation of Waive One is scheduled to begin on Monday, June 4, 2012, in Chicago, Minneapolis, and Philadelphia Hubs. This initial implementation will be a pilot; therefore, the Union does not waive its right to bargain any negotiable impact that results from implementation of “Sustaining our Investments.” This pilot will last for eight to ten weeks and will involve the above identified locations.

1. **Documentation of Duties:** The Agency will document in an employee’s Official Personnel File all special or new duties assigned to the employees. *AFGE Local 32 and OPM, 22 FLRA 570, 570-71 (1986)*. During the Pilot, Housing will review duties assigned to the employees to ensure they are consistent with the current position description, and make necessary adjustments where appropriate. Changes will be reflected in an appropriate departmental system.
2. **Update of Position Descriptions:** All positions classifications impacted by the “Sustaining our Investment” Implementation Playbook for field rollout, will be updated, prior to implementation. The position classification shall distinguish with the portfolio, a project from a program; *i.e.* a project, which has a defined beginning and end, a program as an ongoing operation. Additionally, a project serves to develop, modify, or enhance a product, service, or system and is constrained by the relationships among scope, resources, and time. Programs, on the other hand, encompass the missions, functions, operations, activities, laws, rules, and regulations that an agency is authorized and funded by statute to administer and enforce. Programs normally provide products and/or services to the public. Agencies distribute available funding to carry out these continuing programs and any ongoing staff support they require.

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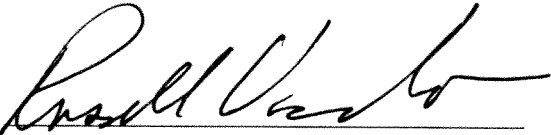
3. **Selection of Navigators:** Selections of personnel for the Navigator position will be via Voluntary assignments , with consideration for the merit procedures. Where there several equally qualified individuals who volunteer, management will consider procedures that rotate the duties all qualified employees.
4. **Promotions/Upward Mobility:** There shall be no adverse impact on any employees' promotions, upward mobility, or career ladder positions as a result of this reorganization.
5. **Teleworking:** There shall be no adverse impact to the telework agreements of the affected employees.
6. **Reasonable Accommodations:** There shall be no adverse impact to any reasonable accommodation of any affected employee.
7. **Annual Leave:** Annual leave previously approved shall not be rescinded as a result of this initiative.
8. **Interim Rating:** Currently no employees have been identified to be reassigned as a result of this initiative. If reassignment does result during the implementation of this initiative, we will adhere to current performance assessment procedures.
9. **Bargaining Unit Status:** No employee shall be removed from the bargaining unit as a result of this initiative.
10. **Implementation Period:** Management agrees that a implementation period of ninety (90) days will be allow for impacted employees to become acclimated with the new way of doing business. During the acclamation period, impacted employee will not be evaluated or have any adverse actions taken against them based on performance of the "Sustaining our Investment" Implementation Playbook duties.
11. **Use Information:** During the pilot management will "safe harbor procedures," which will allow open discussion during whiteboard, huddles, or other fact finding sessions, in an open and non-adversarial environment.
12. **Local Bargaining:** Management agrees that in accordance with Article 5 of the HUD/AFGE Agreement, midterm bargaining will be conducted at the local level concerning issues that are unique to the local unit members and more appropriately bargained at that level.
13. **Training:** Management agrees to have union representatives involved in the development of the training that will be provided under this initiative. Management recognizes the goal of the training is to provide the impacted employees with the necessary knowledge to perform their duties.

Management and the union agree to assess the impact on the bargaining unit during this Pilot period and resolve any adverse impact on affected bargaining unit employees. Management and the Union agree to bargain any jointly identified impacts upon completion of the pilot.

FOR MANAGEMENT:

FOR AFGE:


James Reynolds, Deputy Director, ELRD


Russell Varnado, President AFGE National
Council of HUD Local 222

31 May 2012
Date

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Date