

NATIONAL SUPPLEMENT 39
Between
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222

Subject: Office of the Chief Financial Officer Establishment of the Financial Data Reporting and Analysis Division

Scope: The scope of this supplement addresses impact and implementations of the Office of the Chief Financial Officer Establishment of the Financial Data Reporting and Analysis Division.

1. Maintenance of Status Quo: Management agrees; regarding the establishment of the Financial Data Reporting and Analysis Division, the Status quo will remain in accordance with Article 49, Section 49.02 of the HUD/ AFGE collective bargaining agreement (CBA).
2. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement, for the implementation of the reassignments to new positions and creation of new division(s) in the Office of Chief Financial Officer in the Forth Worth, Texas and Washington, D.C. offices, shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), law, or government-wide regulation
3. Pre-Decisional Meeting: Management shall conduct a pre-decisional meeting with AFGE Council 222's Chief Negotiator and/or bargaining team to explain the changes in affected bargaining-unit employees' conditions of employment for the reassignments to the new positions and division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices prior to commencement of negotiations.
4. No Adverse Effects: Management agrees that there shall be no separations, reductions in grade levels, or involuntary relocations for all the affected bargaining-unit employees solely due to the reassignments to the new positions and division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices.
5. Position Descriptions: Management agrees to provide all affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices with their corresponding position descriptions in accordance with Article 25 of the HUD-AFGE Agreement.
6. Training: Management agrees to provide all the affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices with appropriate training for their new positions in accordance with Article 29 of the HUD-AFGE Agreement.

7. Performance Appraisal: Management agrees that the performance planning meetings, elements, standards, and appraisals of all the affected bargaining-unit employees reassigned to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices shall comply with Article 30 of the HUD-AFGE Agreement.
8. Hold Harmless: For a period of ninety days after the initial implementation of the reassignments to the new positions and division(s) in the Office of Chief Financial Officer in Fort Worth, Texas and Washington, D.C. offices, any operational errors or operational deviations occurring will be attributed to the office rather than an affected bargaining-unit employee.
9. Implementation: This Supplemental Agreement shall be enforceable upon signature of the Parties' negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
10. Duration: This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement.
11. Renegotiations: By Mutual agreement, management and AFGE Council 222 and AFGE Locals may reopen negotiations to consider any problem or condition that arises after implementation of the reassignments of the affected bargaining-unit employees to the new positions and creation of the new division(s) in the Office of the Chief Financial Officer's Fort Worth, Texas and Washington, D.C. offices that is not expressly addressed in this Supplemental Agreement. Renegotiations shall be limited to matters that are not already expressly addressed in this Supplemental Agreement.

Date Signed: December 5, 2022

For the Agency:

**MICHAEL
L BAILEY**

Digitally signed by: MICHAEL
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DN: CN = MICHAEL BAILEY C = US
O = U.S. Government OU =
Department of Housing and Urban
Development, Office of Administration
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Michael I. Bailey
Labor Relations Advisor,
ELR Division, OCHCO

**TAMIEKA
COX**

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Tamieka E. Cox, Team Member

For the Union:



Ricardo Miranda
AFGE Council 222, Chief Negotiator
AFGE Council 222



Sal Viola, President, AFGE Council 222

Richard Robinson, AFGE Local 1568 steward