

NATIONAL SUPPLEMENT 44
Between
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222

Subject: Office of Community Planning and Development Reorganization (PD&R)

Scope: This Supplement addresses the Impact and Implementation of the reorganization for the FY23 Congressionally approved realignment of the Technical Assistance Division (TAD) from directly reporting to the DAS of Operations within the Office of Community Planning and Development (CPD) to PD&R and other alignments within PD&R as approved. The reorganization will align functions, workloads, and aid in program efficiencies in support of the Department's mission.

1. **Implementation:** Management shall not implement this reorganization before the completion of negotiations and an agreement is signed evidencing mutually agreed-upon settlement terms.
2. **Justification for Reorganization:** Management will provide copies of all written directives and the congressionally approved plan for the realignment and reorganization to the Union confirming receipt of Congressional approval, and at the direction of the HUD Secretary.
3. **Compliance with CBA:** Management agrees to comply with all of the terms of the CBA in this reorganization affecting bargaining unit employees.
4. **Complete Information:** Management agrees to provide the Union with all relevant information provisioned under the HUD/AFGE Collective Bargaining Agreement and relevant Statute, Management further agrees to provide all requested and relevant information necessary to understand the full scope of this proposed change as required under Article 49 before negotiations begin.
5. **Vacancies, Details, and Temporary Promotions:** Management agrees that the reorganization of PD&R will not adversely impact upward mobility, reassignment opportunities, or promotional opportunities for any bargaining unit employee. Management agrees consistent with Merit Systems Principles, the HUD/AFGE CBA, and existing Federal laws to consider existing bargaining unit employees for current and future vacancies occurring as a result of this reorganization. It is management's intent to create as many new opportunities as possible for all affected bargaining unit employees.

6. **Bargaining Unit Position Grade Eligibility:** Management Agrees that no bargaining unit positions will be utilized to create non-bargaining unit, supervisory or senior positions. All recruitment for any newly created positions as a result of this reorganization will be done in accordance with Merit Systems Principles, the HUD/AFGE CBA, and existing Federal laws. No bargaining unit employees be downgraded, involuntarily relocated, or separated, as a result of this reorganization. No within-grade or other promotions will be delayed due to the reorganization or change in supervisory assignments. No affected bargaining unit employees will be physically relocated as a result of the realignment.

7. **Reasonable Accommodations:** There shall be no adverse impact to any reasonable accommodation of any affected employee as a result of the proposed changes.

8. **Alternative Work Schedules and Telework Agreements:** There shall be no adverse impact to the alternative work schedule and/or telework agreement of any affected employee as a result of the proposed changes. Any situational telework shall be on a voluntary basis.

9. **Leave:** Any leave previously approved shall not be rescinded as a result of the proposed changes. Management shall not charge any employee leave as a result of the proposed changes if the employee has not requested leave for personal reasons.

10. **Adverse Impact:** There shall be no adverse impact on any affected employee as a result of the proposed changes. Management will not relocate an employee as a punitive measure.

11. **Preservation of Rights:** Implementation of an agreement related to the proposed change shall not diminish or waive any rights that bargaining unit employees have under the HUD-AFGE Collective Bargaining Agreement, federal law, or government-wide rule or regulation.

FOR MANAGEMENT:

Sheila Sayles 8/29/23
 Chief Negotiator Date
 Sheila P. Sayles, HQ ELRD

FOR THE UNION:

Antonio Carraway _____
 Chief Negotiator Date
 Antonio Carraway, 2nd VP, AFGE Local 476
 Chief Steward Council 222 of HUD Locals

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Kimberly Collins
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Date

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Stephanie Stone, Director
CPD Technical Assistance Division

Date