

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

**SUBJECT:** Implementation of the Restructuring of the Office of Public and Indian Housing (PIH), Office of Troubled Agency Recovery and Troubled Agency Recovery Centers (OTAR/TARC) and the Field Operations Staff (FOS)

**SCOPE:** The scope of this agreement relates to the impact on bargaining unit employees of Management's decision to implement the restructuring of the OTAR/TARC and the Field Operations Staff (FOS)

1. Reassignments: The parties agree that an employee has the right to request a transfer and/or voluntary reassignment at any time. Individual requests for a voluntary transfer to another position will be considered from employees affected by this restructuring. Employees will be afforded the opportunity to provide information in support of their request. The Director of Field Operations in Public Housing will review all individual requests. Upon request, status reports will be provided to the Union on all requests for transfer.
2. Upward Mobility: A minimum of six upward mobility positions will be established in PIH for employees, when the opportunity to post positions in PIH becomes available.
3. Telecommuting: Management agrees to provide training to all Public Housing Supervisors regarding the Departmental telecommuting policy in order to provide consistent application of the policy within PIH including the provisions of 1.1.2: Modification/Termination of a Telecommuting Agreement. All OTAR/TARC employees moved to PIH Hubs or the Recovery and Prevention Corps (RPC) will be allowed to telecommute under the telework policies currently followed by OTAR, including telecommuting up to three days per week during the transition phase. Any changes after the transition phase will be completed in accordance with the Departmental policy. Any field office questions or concerns regarding telecommuting should be referred to the assigned PIH Field Operations Desk Officer or Field Operations representative.
4. Travel on Sunday: Consistent with Article 25.02 (1), management will attempt to minimize the requirement to travel on Sunday. Where feasible, Management staff in Field Operations agrees to plan all field office training and conferences to begin no earlier than noon on Monday and end no later than noon on Friday.

5. Bargaining Unit: All non-confidential and non-supervisory/managerial OTAR/TARC positions will be returned to bargaining unit status. Management will continue to negotiate at the local level regarding inclusion of positions in the bargaining unit.
6. Relocation, Separation and Downgrade: No employee will be involuntarily relocated, separated or downgraded as a result of this restructuring. Management agrees there will be no involuntary relocations due to Management's migration of the Recovery and Prevention Corps (RPC) from Cleveland, Ohio to Washington, DC.
7. Positions and Promotions: Management agrees there will be no adverse impact on employees' upward mobility or career ladder positions or promotions.
8. Position Descriptions and Elements of Standard: Management agrees to revise all Public Housing Field Office position descriptions as well as the Coordination and Compliance Division of Field Operations in accordance with HUD/AFGE Agreement Article 9, Section 9.01. Management agrees to provide the employee and the Union with copies of all classified Position Descriptions in accordance with the HUD/AFGE Agreement Article 9, Section 9.02, but not later than 30 days of receipt from Classification. In addition, Management agrees to provide the Union copies of performance standards upon assignment to employees. Management is currently consulting with the Office of Human Resources and will make all reasonable efforts to add terminology-identifying staff working in the Recovery and Prevention Corps as "Recovery and Prevention Specialist."
9. Local Bargaining: Management agrees that, in accordance with Article 5, bargaining will be conducted at the local level concerning local issues related to the OTAR/TARC restructuring.
10. Reasonable Accommodations: Management agrees that any Reasonable Accommodation request that has been previously approved will remain in force.
11. Details: Management agrees that details will be accomplished in accordance with Articles 13 and 14 of the HUD/AFGE Agreement.
12. Removal from Bargaining Unit: Management agrees to notify the local Union in the event of a formal detail of more than thirty (30) days that removes an employee from the bargaining unit.
13. Supplement 39 – Operating Protocols: Management agrees that Supplement 39 – Operating Protocols will be applicable to the employees under this restructuring.
14. Work Groups: Management agrees that it is a good business practice to develop working groups containing both PIH bargaining and non-bargaining unit employees to provide input into work assignments. Such a practice will be developed on a voluntary basis.
15. Leave Requests: Management agrees that any leave requests that have already been approved will not be rescinded.

16. Training: Management agrees to complete a training assessment for all employees. Management will provide supervisors with guidance regarding the specific skills and knowledge the employee will need to successfully perform their duties. The employees, consistent with Article 12, are encouraged to develop an IDP. Performance appraisals will take into account an employee's training status. Where employees need formal technical training, it will be provided by management and or senior program staff. Training schedules will be provided to the employees.
17. Transition Plan: Management agrees to develop a transition plan. Management will notify affected employees and Public Housing Agencies (PHAs) with at least 30 days advance notice. Plans will include at a minimum schedules for delivering files, records and data, providing a briefing meeting between Recovery Team members and Hub staff with new recovery responsibilities, and a period of availability of the recovery team members as a background and technical assistance resource for Hub staff with new recovery responsibilities.
18. Protocols: Management agrees to develop protocols establishing the working relationship between the RPC and Hub offices and the Coordination and Compliance Division of Field Operations detailing responsibilities.

SIGNATURE PAGE

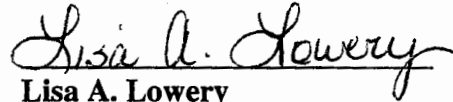
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SUPPLEMENT 42

MANAGEMENT

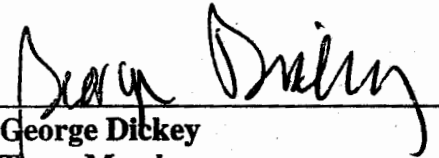
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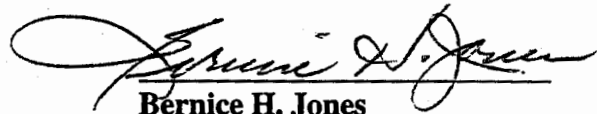
Michael A. Hubbard  
Chief Negotiator



Lisa A. Lowery  
Chief Negotiator



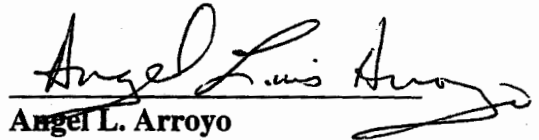
George Dickey  
Team Member



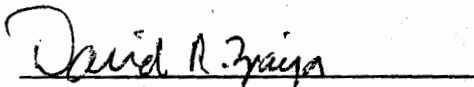
Bernice H. Jones  
Team Member



Merrie Nichols-Dixon  
Team Member



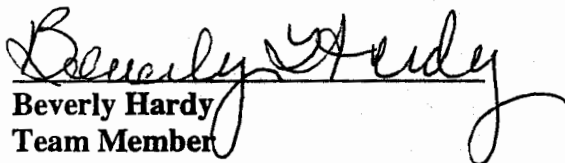
Angel L. Arroyo  
Team Member



David R. Ziaya  
Team Member



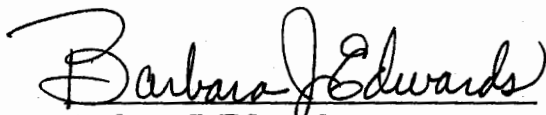
Victoria R. Brown  
Team Member



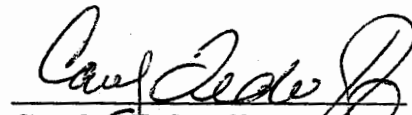
Beverly Hardy  
Team Member

APPROVED:

APPROVED:



Barbara J. Edwards  
Deputy Assistant Secretary



Carolyn Federoff  
President, AFGE National

For Human Resource Management


of HUD Locals 222

Date Signed May 14, 2003

MEMORANDUM FOR UNDERSTANDING  
between  
LABOR EMPLOYEE RELATIONS, WASHINGTON D.C.  
AND  
AFGE LOCAL 3980 AND AFGE LOCAL 530

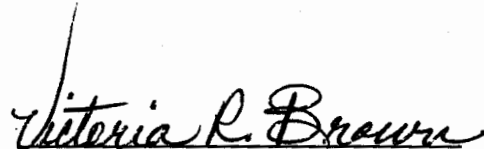
The Labor Employee Relations Division in Washington, D.C., acknowledges its responsibility to inform all Management Officials in the Memphis HUD Office of their responsibility to conduct communications and/or negotiations with AFGE Locals 3980 (Nashville) and 530 (Knoxville) for all matters included in the HUD/AFGE Agreement and Supplement <sup>44</sup>~~42~~ relating to bargaining unit employees in the Nashville and Knoxville HUD Offices.

For Management:

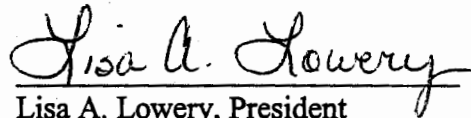


Michael A. Hubbard  
Human Resources Specialist

For Union:



Victoria Brown, President  
AFGE Local 3980



Lisa A. Lowery, President  
AFGE Local 530

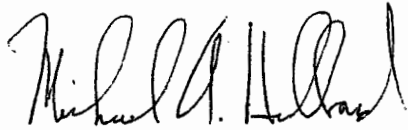
Date: May 1, 2003

**NOTE: NOT FOR DISTRIBUTION WITH THE SUPPLEMENT**

**SIDEBAR TO SUPPLEMENT 4244**

This sidebar relates to the bargaining status of Gail S. Ballard, Sharon S. McArthur, Kathryn Marie Edgar, the vacant Program Assistant CCD position and Kevin J. Laviano. Management agrees to include the above named individuals in the bargaining unit.

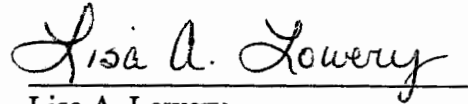
For Management:



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Michael A. Hubbard  
Chief Negotiator

For Union:



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Lisa A. Lowery  
Chief Negotiator

Date: May 1, 2003