

**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) Reassignment of Bargaining Unit Employees

**SCOPE:** The scope of this Supplement encompasses the impact and implementation of the reassignment of FHEO bargaining unit employees to other organizations to meet Fiscal Year 2004 Ceiling Requirements.

1. The Reassignment Process: The reassignment process shall be as follows:
  - a. Management shall determine where the vacancies exist;
  - b. Management shall prepare a list of all FHEO staff at the location, including the current title and grade of the employees;
  - c. Management shall prepare a list of FHEO staff who are qualified for the vacancies, indicating how the qualification determination was made i.e. held the position previously;
  - d. Management shall seek qualified volunteers via e-mail where vacancies have been identified. Employees will be allowed to submit a resume or OF-612 if they wish to volunteer. Management shall select from qualified volunteers;
  - e. If there are no qualified volunteers within 1 workday of the notification, Management agrees to select the least senior qualified employee. Seniority for the purpose of this Supplement is defined as the employees' Service Computation Date. If there is a tie in the Service Computation Date, the Entrance on Duty Date will be used.
2. Qualifications: Employees will be selected based on a review of qualifications in the Official Personnel Record and/or documents provided by the employee.
3. Report Dates: Employees reassigned within their commuting area shall have a minimum of two weeks to report to their new supervisor. This date may be changed by mutual agreement between the employee and both the losing and gaining managers. Employees who requested and received voluntary reassignment outside their commuting area shall receive a minimum of two weeks to report to their new supervisor and shall report to their new duty station within

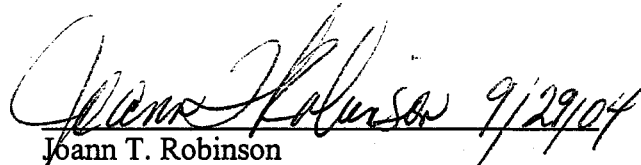
sixty (60) days. This date may be changed by mutual agreement between the employee and both the losing and gaining managers.

4. Communication to the Council: Until the process of reassignments is complete, Management shall report to the Council daily:
  - a. a list of additional vacancies, if any;
  - b. a list of additional volunteers, if any;
  - c. evidence of efforts to seek volunteers within the vacancy location;
  - d. an updated list of selections made (arranged as a from-to list); and
  - e. if involuntary reassignment is made, a list of qualified staff arranged by seniority, for each vacancy location, indicating how the qualification was made.
6. No adverse impact: Employees will not be involuntarily relocated, separated or down-graded as a result of any involuntary reassignment. There will be no adverse impact on employees' career ladders or career ladder promotions, nor on upward mobility entitlements.
7. Interim Rating: Within 30 days of the reassignment, FHEO Management shall provide the employees with an interim rating. "Interim rating" will be typed on the Performance Appraisal cover sheet.
8. Position Descriptions: All bargaining unit employees will be reassigned to positions with classified position descriptions (PDs). Employees shall receive copies of their new PDs within 60 days of reassignment. The position description shall accurately define the duties and responsibilities consistent with the employee's position and grade as classified. The Council shall be provided copies of the aforementioned PDs. If a PD is not available within 60 days, Management shall provide the Council with a list of all unavailable PDs, and an estimate of the time it will take to provide each PD.
9. Elements and Performance Standards: If by January 31, 2004, the employee who was reassigned has not performed under new Elements and Standards for 90 days, the Interim Rating shall become the rating of record. Performance appraisals under new Elements and Standards will take into account an employee's training status.
10. Training: Management agrees to complete a training needs assessment for all employees being reassigned. Management will provide supervisors with guidance regarding the specific skills and knowledge the employees will need to successfully perform their duties. The employees, consistent with Article 12, are encouraged to develop an IDP. If employees need on-the-job training, Management or senior program staff will provide the training.

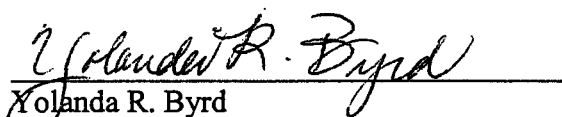
11. Local Bargaining: In accordance with Article 5 of the HUD/AFGE Agreement, bargaining shall be conducted at local offices concerning appropriate local issues related to the reassignments including but not limited to space changes.

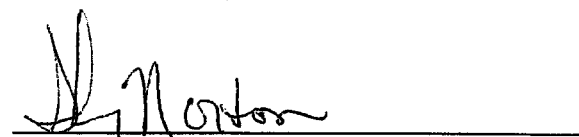
**MANAGEMENT**

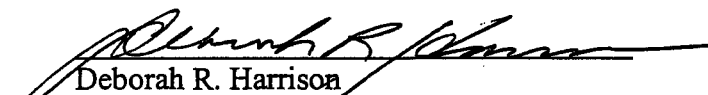
**UNION**


  
Joann T. Robinson  
Chief Negotiator

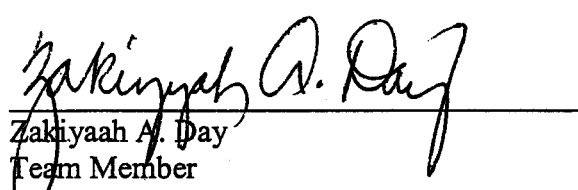
  
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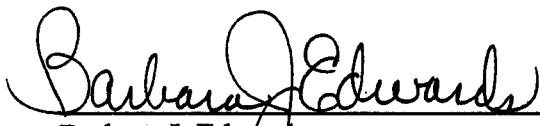
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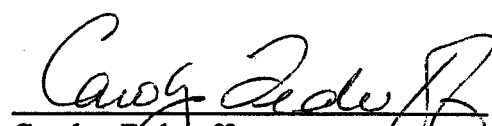
  
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**APPROVED**

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Date Approved 9/28/04

September 30, 2004