

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

SUBJECT: 2016 HUD Standard Operating Protocols

SCOPE: The scope of this supplement encompasses the impact and implementation of the 2016 HUD Standard Operating Protocols.

- 1) This Supplement shall not diminish or waive any rights that bargaining unit employees have under the AFGE Agreement, law, rule or regulation. The Protocols shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that no Operating Protocol shall be executed in any manner conflicting with the provisions of the Agreement.
- 2) No bargaining unit employee will be involuntarily separated or downgraded as result of the implementation of the 2016 HUD Standard Operating Protocols.
- 3) No position will be removed from the bargaining unit as a result of implementation of the 2016 HUD Standard Operating Protocols.
- 4) No bargaining unit employee will be involuntarily relocated as a result of implementation of the 2016 HUD Standard Operating Protocols.
- 5) Annual leave and/or sick leave previously approved will not be rescinded as a result of implementation of the 2016 HUD Standard Operating Protocols.
- 6) The implementation of the 2016 HUD Standard Operating Protocols will not affect employees' existing alternate work schedules.
- 7) The implementation of the 2016 HUD Standard Operating Protocols will not affect employees' existing telework agreements.
- 8) The implementation of the 2016 HUD Standard Operating Protocols will not affect employees' existing or pending reasonable accommodations. The decision maker of a reasonable accommodation will not change as a result of implementation of the 2016 HUD Standard Operating Protocols. The 2016 HUD Standard Operating Protocols shall not interfere with the required 30-day processing of a reasonable accommodation request.

- 9) The implementation of the 2016 HUD Standard Operating Protocols will not adversely affect approved or pending employees' hardship reassignment requests.
- 10) For out-stationed employees, the remote immediate supervisor shall be the approving official for telework requests. For on-site employees, the on-site immediate supervisor shall be the approving official for telework requests.
- 11) For an out-stationed employee, the employee's remote immediate supervisor shall be the approving official for sick and annual leave requests. For on-site employees, the employee's on-site immediate supervisor shall be the approving official for sick and annual leave requests.
- 12) There shall be no adverse impact on existing upward mobility and/or career ladder promotions and step increases as a result of implementation of the 2016 HUD Standard Operating Protocols.
- 13) The Department will continue to abide by all current settlement agreements (EEO) and grievance awards as a result of implementation of the 2016 HUD Standard Operating Protocols.
- 14) Out-stationed employees shall continue to receive program work assignments from the employee's remote immediate supervisor.
- 15) An out-stationed employee's rating official shall be the remote immediate supervisor in accordance with the Agreement.
- 16) Performance Ratings will be made in accordance with Article 30 of the Agreement.
- 17) Nothing shall affect management's right to assign work and nothing shall preclude the union from negotiating appropriate arrangements for employees affected by the 2016 HUD Standard Operating Protocols. The parties agree, to the extent possible, that Book of Business, Work Assignments, and/or priorities will be communicated to the employee by the employee's immediate supervisor or remote immediate supervisor.
- 18) An on-site employee's rating official shall be in accordance with Article 30 of the Agreement.

- 19) The 2016 HUD Operating Protocols will not adversely affect performance appraisals and discipline for problems with carrying out duties that require a professional degree or higher education to perform if the employees do not hold such degrees or have the higher education required.
- 20) The 2016 HUD Standard Operating Protocols will not adversely affect performance appraisals, discipline and/or adverse actions if they are denied security clearance and access to any HUD systems to perform duties.
- 21) The disciplinary process shall continue to be applied in accordance with Article 12 of the Agreement.
- 22) The 2016 HUD Standard Operating Protocols will comply with Article 30 of the Agreement.
- 23) The 2016 HUD Standard Operating Protocols will not adversely affect the designated lead personnel who are not classified as a supervisor (i.e. team leaders, lead specialists etc.) and will not perform supervisory duties or carry out supervisory administrative and/or personnel procedures and functions that are not consistent with OPM regulations/guidelines.
- 24) Grievance procedures shall be in accordance with Article 51 of the Agreement.
- 25) The 2016 HUD Standard Operating Protocols will not adversely affect proposed national, regional and/or local changes in personnel policies, practices, working conditions or general conditions of employment not already covered in the Agreement resulting from any Operating Protocol activity. Opportunity to engage in pre-decisional discussions and engage in national, regional and /or local bargaining will be in accordance with Article 49 of the Agreement and statutory provisions.
- 26) Mid-term bargaining shall be in accordance with Article 49 and space management shall be in accordance with Article 57 of the Agreement.
- 27) Evaluation of customer service feedback shall be used to identify trends, service gaps and opportunities ultimately leading to the development and implementation of strategies to further improve customer services. Evaluation of customer service feedback shall be administered in accordance with the Collective Bargaining Agreement. It is not management's intent to utilize customer service feedback to discipline an individual employee.
- 28) The 2016 HUD Standard Operating Protocols shall not adversely affect bargaining unit employees. To the extent possible, work will be distributed fairly and equitably among bargaining unit employees consistent with their classification.

- 29) Affected bargaining unit employees who have no previous or recent experience with newly assigned duties as a result of implementation of the 2016 HUD Standard Operating Protocols shall be provide necessary training. Training for newly assigned duties shall be in accordance with the terms of Article 29 of the Agreement. Employees shall be given a reasonable training period to become proficient in performing new duties as a result of implementation the 2016 HUD Standard Operating Protocols. Additional training, follow-up, and refresher instruction will be provided upon the employee's request.
- 30) In the event RA/DRA/FOD or PAO establishes deadlines that have short turnaround times and requirements that may conflict with an employee's assigned program work, they shall coordinate with the PD or the employee's immediate supervisor to ensure adjusted reasonable program deadlines are immediately established. While sensitive to the priorities of program activities in the Field, it is understood that full communication of priorities and deadlines must be conducted by Management to ensure that the employee is provided enough opportunity for the employee to reach the full performance level of his/her program assigned work and goals.
- 31) Once the parties successfully complete negotiations of this supplement, Management will notify the employees of the 2016 HUD Standard Operating Protocols within 60 days after the date of this signed supplement. The parties agree that the terms of this supplement shall be completely communicated before any implementation begins.
- 32) In the event the RA/DRA/FOD leadership establishes continuity of operations activities and local disaster preparation due to an emergency incident (local, regional or national) resulting from the implementation of the 2016 HUD Standard Operating Protocols, the parties agree that they will be handled in accordance with Article 41 of the Agreement. Any subsequent supplements to this Agreement shall be consistent with all applicable Health and Safety regulations, statutes and directives.

This includes but is not limited to:

- a) Continuity of Operations (COOP), emergency/disaster incident reporting, interagency disaster preparedness, response and recovery initiatives.
- b) Interagency initiatives include, but are not limited to, Federal Continuity Directives (FCD), the National Response Framework (NRF), and the National Disaster Recovery Framework (NDRF). FPM Regional Disaster Recovery Coordinators, in collaboration

with the Office of Disaster Management and National Security (ODMNS) and the Office of Administration (OA), support field office objectives and provide guidance, technical assistance, training and oversight across COOP, emergency/disaster incident reporting, and interagency preparedness, response and recovery initiatives.

- 33) The 2016 HUD Standard Operating Protocols will be administered in accordance with Article 16 and Supplement 3 of the Agreement.
- 34) The 2016 HUD Standard Operating Protocols will provide travel and per diem costs consistent with the FTR (Federal Travel Regulation) for employees to attend organizational meetings (e.g. place-based, cross-program). This shall also include meetings related to agency priorities and contractual obligatory meetings concerning employee training and adverse actions. All employee travel shall be administered in accordance with Article 23 "Travel and Travel Charge Cards" of the Agreement.
- 35) Incentive awards resulting from work assigned due to the 2016 HUD Standard Operating Protocols shall be administered in accordance with the Agreement.
- 36) The parties agree that no later than six months after implementation of the 2016 HUD Operating Standard Protocols, both the Union and Management will conduct a conference call to discuss any concerns resulting from the implementation of this supplement.
- 37) When provisions of the 2016 HUD Standard Operating Protocols are inconsistent with or contradict this supplement, this supplement shall prevail.

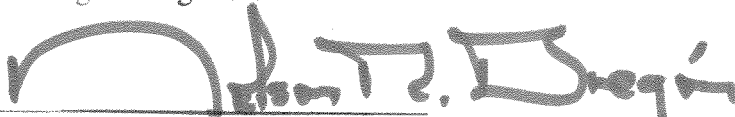


August 11, 2016

For Management:



Anjanette Twiggs,
Chief Negotiator

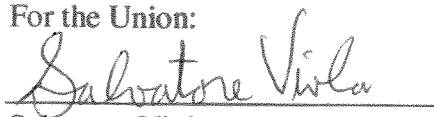


Nelson R. Bregon
Team Member



Jane Vincent
Team Member

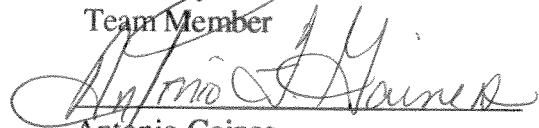
For the Union:



Salvatore Viola,
Chief Negotiator



James Flynn
Team Member



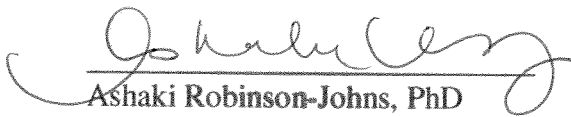
Antonio Gaines
Team Member



Paula Newcomb
Team Member



Victor Oluwole
Team Member



Ashaki Robinson-Johns, PhD
Team Member