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

Subject: HUD Handbook 0432.01, Performance Based Reduction in Grade and Removal Actions

- 1. Management agrees that HUD Handbook 432.01, Performance Based Reduction in Grade and Removal Actions, will not be used in place of the Negotiated agreement between HUD and AFGE.
- 2. Management agrees that only a supervisor will issue a proposed performance based action and the deciding official will be at least one level above or the equivalent, except in cases where management is presented with adequate justification to assign a deciding official who is at least two levels above or the equivalent.
- 3. Management agrees that the supervisor will have the burden of proof with respect to the substantial evidence and production of information, e.g., work assignments/products, written documentation, notes, etc.
- 4. Management agrees to allow employees 16 hours of official time, and may approve additional time as needed, for the preparation of their oral and written response.
- 5. If Management determines that further investigation is necessary, management will conduct a review of the proposed performance-based action. The review may include handling the receipt of written and/or oral replies, conducting inquiries to obtain whatever additional information is deemed necessary and appropriate, reviewing documentation, and making a written report of results. Copies will be provided to the deciding official, employee and the employee's representative.
- 6. Management agrees to add the Performance Management Plan for the Performance Management System (PMS) to paragraph 1-2, Authorities, of the subject Performance Based Reduction in Grade and Removal Actions Handbook. Management agrees to comply with all the legal, regulatory and contract requirements prior to the initiation of a performance based action.

- 7. Management agrees that workload levels will be considered before any performance based action is taken.
- 8. Management agrees that appropriate workload assistance will be provided prior to a performance based action being taken
- 9 Management agrees to consider medical conditions raised by the employee before taking adverse performance based action.
- 10. A copy of this Supplement will be distributed to all Administrative Officers, all AFGE bargaining unit employees and all supervisors of AFGE bargaining unit employees.
- 11. Management agrees to conduct a distance learning session regarding the provisions of this Supplement. The session will include one Union Representative, one Employee Relations Specialist, and one Labor Relations Specialist. This session will cover Supplements 14 and 15.
- 12. Management agrees that no employee will have job functions eliminated solely for the purpose of having a performance based action taken.
- 13. Management agrees that they will comply with 5 CFR 432, during the opportunity to improve period.
- 14. Management agrees that Performance Based Reduction in Grade and Removal actions will not be used in place of a Reduction in Force (RIF).
- 15. Management agrees that Performance Based Reduction in Grade and Removal Actions are to be considered actions of last resort and used when other corrective actions are no longer available.
- 16. Management agrees that, in accordance with Article 5, midterm bargaining will be conducted at the local level concerning local issues related to the impact/implementation of this Supplement.
- 17. Nothing in this Supplement shall waive, limit or impair the statutory or legal rights of individual employees or their representatives.
- 18. When it is necessary for an employee to travel to present his/her oral response, management may also pay allowable travel expenses of his/her HUD Union Representative.

<u>Management</u>	<u>AFGE</u>
Priscilla A. Lewis Chief Negotiator	Loyal C. Denton, r. Chief Negotiator
Catherine M. Louden Team Membér	Consuella B. Duckett Team Member
Linda M. Johnson Team Member	Dorothy T. Pleasant Team Member
Dacqueline Lee Marceron Team Member	Perry H. Casper Team Member
	Jape C. Graham Team Member
	Salvatore T. Viola Salvatore T. Viola Team Member
	Videssa A. Woods Team Member
Approved: Associate Deputy Assistant Secretary for Technical Services	Approved: President, AFGE National Council
Date: 9/22/00	of HUD Locals 222 Date: 7/2000

NATIONAL SUPPLEMENT

Between the

Department of Housing and Urban Development And

AFGE National Council of HUD Locals 222

SUBJECT: The Department of Housing and Urban Development

Travel Management System (HTMS).

SCOPE: The scope of this supplement encompasses the impact and implementation of the Department's Travel Management System on bargaining unit employees.

- 1. <u>Implementation:</u> Management agrees that as a result of implementation of HTMS, no bargaining unit employee will have their position series or grade changed. No CFO employee will be involuntarily transferred, demoted or removed from the CFO's office as a result of the implementation of HTMS.
- 2. <u>Regulations:</u> Management agrees that implementation of the HTMS does not adversely impact on current law, regulation or agreements between Management and the Union.
- 3. <u>Local Bargaining:</u> Management agrees that local bargaining will be conducted in accordance with the HUD/AFGE Agreement as appropriate.
- 4. <u>Training:</u> Management agrees that all employees will have the opportunity to engage in computer based training on the LAN. To the extent possible, management will provide hands-on training.
- 5. <u>User Assistance:</u> Management agrees to establish one (1) global administrator, a minimum of three (3) geographical administrators and an agency Help Desk to provide assistance to users. To the extent possible, Management will formally train additional personnel to provide assistance to field personnel.
- 6. **Electronic Approval:** Management agrees that HTMS has the capability to assign alternate approvers at each approval level. The system also permits an individual to delegate her/his signing authority.

- 7. <u>Reimbursement:</u> Management agrees that implementation of the HTMS will have no adverse impact on the travel reimbursement or the Electronic Funds Transfer (EFT) process.
- 8. **System Failure:** Management agrees that in the event the HTMS is unavailable, travel authorizations may be manually submitted for immediate travel requirements. If the system fails for more than three (3) consecutive business days, affected employees may submit paper travel vouchers for processing.
- 9. <u>Implementation Plan:</u> Management agrees to provide the union with implementation plan updates as appropriate. Any substantial changes affecting the bargaining unit will result in Management discharging all appropriate labor relations obligations.

FOR MANAGEMENT:

Romeyn Rowlson Chief Negotiator

11 Summer

Barry A. Kakhi

Doris I Maybert

12

Thomas J. Stewart

FOR THE UNION:

Victoria R. Brown Chief Negotiator

Den Williams

Robert Aberasturi

Deborah L. Slakes

APPROVED:

Barbara Edwards

Director, OHR

Mortimer F. Coward President, National

Council of HUD Locals 222

Date