NATIONAL SUPPLEMENT Between Department of Housing and Urban Development And American Federation of Government Employees National Council of HUD Locals 222

Subject: Operating Protocols

Scope: The scope of this supplement encompasses the impact and implementation of the Operating Protocols on the bargaining unit.

- 1. Excused Absence. Management agrees to advise Regional and Field Office Directors regarding their authority under Article 24 of the HUD/AFGE Agreement (Agreement) within sixty (60) days of the effective date of this Supplement.
- 2. <u>Program Work Assignments</u>. Management agrees that out-stationed employees receive program work assignments from the remote supervisor. Other assignments may be given to out-stationed employees by the on-site supervisor in consultation with the remote supervisor.
- 3. <u>Details</u>. Management agrees that details will be effected in accordance with Article 14 of the Agreement.
- 4. <u>Union Notice</u>. Management agrees to notify the local union representative (e.g. via Email) in the event a detail of more than thirty (30) days removes an employee from the bargaining unit.
- 5. Advance Notice of Details. Management agrees to provide an employee who is to be detailed for more than thirty (30) days with written (e.g. Email) notification of the detail prior to its commencement, except for emergency situations. This notification must provide: the effective date of the detail, the termination date of the detail, position to which he/she is to be detailed, the grade level of the position and the supervisor responsible for assigning duties.
- 6: <u>Supervision</u>. Management agrees that an individual who is not classified as a supervisor will not exercise administrative supervisory duties over out-stationed staff (e.g. Lead Equal Opportunity Specialists).
- Work plan. Management agrees that the remote supervisor of each out-stationed employee will develop a work plan in accordance with the terms of the Operating Protocols.

- 8. <u>Employee Input</u>. Management agrees that out-stationed employees shall be given the opportunity to provide input to their work plans.
- 9. <u>Supervisory Assignments</u>. Management agrees to give advance notice to out-stationed employees of the identities and locations of their on-site and remote supervisors. This information will be communicated to the union within thirty (30) days of the implementation of this Supplement. The on-site supervisors shall advise out stationed employees of required procedures for requesting leave.
- 10. <u>Local Bargaining Obligations</u>. Management agrees that local bargaining obligations associated with this Supplement will be honored in accordance with applicable laws, rules, regulations and the Agreement.
- 11. <u>Training</u>. Management agrees that training will be implemented in accordance with the terms and conditions of Article 12 of the Agreement.
- 12. <u>Administrative Supervision</u>. On-site supervisors shall be responsible for approving/disapproving leave requests and requests to work credit hours consistent with the Agreement, and for maintaining time and attendance records. Employees requesting leave and permission to work credit hours shall be required to submit their requests only to the on-site supervisor.
- 13. <u>Advisory Input</u>. The remote supervisors shall determine the program work assignments and time frames for work assignment completion by out-stationed employees. On-site supervisors shall provide advisory input to the remote supervisors of out-stationed employees concerning work assignments.
- 14. <u>Performance Appraisals</u>. Management agrees that the remote supervisor shall remain the rating official for out stationed employees.
- 15. <u>Communication</u>. Management agrees to communicate the Operating Protocols and this Supplement to all affected bargaining unit employees no later than thirty (30) days after the effective date of this Supplement.
- 16. <u>Training Requests</u>. Management agrees that training requests of out stationed employees shall be submitted to the on-site supervisor. Approval/disapproval of training requests will be determined by the funding organization.
- 17. No Adverse Impact. Management agrees that no employees shall be involuntarily relocated, separated or downgraded as a result of the implementation of the Operating Protocols.

- 18. <u>Labor-Management Relations</u>. While the Assistant Secretary for Administration or his/her designee is responsible for national contract negotiations, at the local level the RD/FOD will conduct bargaining and communicate information to local representatives in accordance with applicable union contracts.
- 19. <u>Travel Requests</u>. For out-stationed employees management agrees that travel authorizations and vouchers shall be submitted to the on-site supervisor.
- 20. <u>Not Out-Stationed</u>. Management agrees that employees who have an on-site program supervisor are not "out-stationed" within the meaning of the Operating Protocols.
- 21. <u>Telework</u>. For out-stationed employees the remote supervisor shall be the approving authority for telework requests.
- 22. <u>Grievance Procedure</u>. In accordance with Article 22 of the Agreement, management agrees that a management official may not serve as a deciding official in more than one step of the grievance procedure.

MANAGEMENT

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