

AGREEMENT

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Memphis Insuring Office

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES

Local 259

AUGUST 27, 1974

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>
	Preamble
I	Recognition and Unit Designation
II	Definitions
III	Governing Regulations
IV	Matters Appropriate for Consultation and Negotiation
V	Rights and Obligations of Employer
VI	Rights and Obligations of Employees
VII	Rights and Obligations of Union
VIII	Mutual Obligations
IX	Use of Official Facilities and Services
X	Merit Promotion
XI	Details
XII	Reductions-In-Force
XIII	Employee Development and Training
XIV	Overtime
XV	Travel and Per Diem
XVI	Position Classification
XVII	Annual Leave
XVIII	Sick Leave
XIX	Other Leave
XX	Grievance Procedure
XXI	Arbitration
XXII	Disciplinary and Adverse Actions -
XXIII	Equal Employment Opportunity and Nondiscrimination
XXIV	Union Representation
XXV	Incentive Awards
XXVI	Official Personnel Folder
XXVII	Labor-Management Cooperation
XXVIII	Voluntary Allotment of Union Dues
XXIX	Duration and Extent of Agreement

PREAMBLE

Pursuant to the policy set forth in Executive Order 11491, as amended, issued by the President of the United States on August 26, 1971, the following articles of this basic agreement, together with any and all supplemental agreements and/or amendments which may be agreed to at later dates, constitute a total agreement by and between the United States Department of Housing and Urban Development, Memphis Insuring Office, hereinafter referred to as the EMPLOYER, and the National Federation of Federal Employees, Local 259, hereinafter referred to as the UNION, for the employees in the unit described below, hereinafter referred to as the EMPLOYEES.

This agreement is entered into under the authority granted in Executive Order 11491, as amended, the Federal Personnel Manual, and applicable Department and Agency regulations, and pursuant to the Certificate of Representative, dated 2 July, 1973.

The parties hereto, intending to be bound hereby, agree as follows:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

1.1 The EMPLOYER recognizes that the UNION is the exclusive representative of all employees in the unit described in Section 2 below, in accordance with Section 10 of the Executive Order; and this UNION recognizes its responsibility to represent all unit employees for as long as the UNION continues as the exclusive representative of such employees.'

1.2 The unit to which this agreement is applicable is composed of all employees of the Department of Housing and Urban Development, FHA, Memphis Insuring Office, excluding all professional employees, management officials, employees engaged in Federal personnel work in other than a "purely clerical capacity, and supervisors and guards as defined in Executive Order 11491, as amended.

ARTICLE II

DEFINITIONS

2.1 The following definitions of terms used in this agreement shall apply:

a. Consultation: Oral or written discussion between representatives of the EMPLOYER and the UNION for the purpose of exchanging views prior to formulating policies on matters of concern to employees of the unit, which are appropriate under Executive Order 11491, as amended. Consultation does not include discussions of complaints in progress under grievance and appeal procedures. It is not mandatory that the end result of consultation be agreement between the parties.

b. Grievance: A complaint of dissatisfaction and a request for adjustment of a management decision, or some aspect of the employment relationship or working conditions which is beyond the control of the employee or the UNION, but within the control of the EMPLOYER, and which the employee feels is in violation of this agreement.

c. Impasse: Failure or inability of the parties to negotiations to reach agreement on one or more negotiable matters.

d. Negotiation: Bargaining by the representatives of the EMPLOYER and the UNION on appropriate issues relating to terms of employment, working conditions, and personnel policies and practices applicable to employees of the unit with the view of arriving at a mutually acceptable position.

e. Emergency Situation: An emergency situation is one which poses sudden, immediate, and unforeseen work requirements for the EMPLOYER as a result of natural phenomena or other circumstances beyond the EMPLOYER'S reasonable control or ability to anticipate.

f. Union Official: Any accredited National Representative of the UNION, the duly elected officers of the Local, and Shop Stewards appointed in accordance with the provisions of this agreement.

g. Dispute: A disagreement between representatives of the EMPLOYER and the UNION on the interpretation or application of the terms of this agreement, Executive Order 11491, Standards of Conduct for Labor Organizations, or applicable laws and regulations as hereinafter defined.

h. Council: Means the Federal Labor Relations Council established by Executive Order 11491.

. Assistant Secretary: The Assistant Secretary of Labor for Labor-Management Relations.

a. Amendment: A modification to the basic agreement to add, delete, or change portions, sections, or articles of the agreement.

ARTICLE III

GOVERNING REGULATIONS

3.1 In the administration of all matters covered by this agreement, officials and employees are governed by existing or future laws and the regulations of appropriate authorities, including policies set forth in the Federal Personnel Manual, by published agency policies and regulations in existence at the time this agreement was approved; and by subsequently published agency policies and regulations required by law or by the regulations of appropriate authorities or authorized by the terms of a controlling agreement at a higher agency level.

3.2 The requirements of Section 12, Executive Order 11491, shall apply to all supplemental, implementing, subsidiary, or informal agreements between the EMPLOYER and NFFE Local 259.

ARTICLE IV

MATTERS APPROPRIATE FOR CONSULTATION AND NEGOTIATION

4.1 It is agreed that matters appropriate for consultation or negotiation between the parties shall include the development, formulation, and implementation of personnel policies and working conditions, including but not limited to such matters as safety, training, labor-management cooperation, employee services, methods of adjusting grievances and appeals, granting leave, promotion plans, pay practices, reductions-in-force, dues deductions, and hours of work which are within the discretion of the EMPLOYER. 4.2 In prescribing regulations relating to personnel policies and practices and working conditions, the EMPLOYER shall have due regard for the obligation imposed by Paragraph 11(a), Executive order 11491. However, the obligation to meet and confer does not include matters with respect to the mission of the EMPLOYER; its budget; its organization; the number of employees; and the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or tour of duty; the technology of performing its work; or its internal security practices.

4.3 This agreement does not alter the responsibility of either party to meet with the other to advise or to discuss and conscientiously, seek mutually satisfactory solutions to other matters not covered by this agreement but otherwise appropriate for such discussion.

ARTICLE V

RIGHTS AND OBLIGATIONS OF EMPLOYER

5.1 Management officials of the agency retain the right, in accordance with applicable laws and regulations:

- a. to direct employees of the agency;
- b... to hire, promote, transfer, assign, and retain employees in positions within the agency, and to suspend, demote, discharge, or take other disciplinary action against employees;
- c. to relieve employees from duties because of lack of work or for other legitimate reasons.
- d. to maintain the efficiency of the Government operations entrusted to them;
- e. to determine the methods, means, and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the agency in situations of emergency.

5.2 The right to make reasonable rules and regulations shall be considered an acknowledged function of the EMPLOYER. In making rules and regulations relating to personnel policies, procedures, and practices, or to working conditions, the EMPLOYER shall give due regard and consideration to the obligations imposed by Executive Order 11491. In exercising the functions of management, the EMPLOYER shall not unilaterally nullify or abrogate the rights of the UNION of the employees, as contained in other provisions of this agreement.

5.3 The EMPLOYER will keep the UNION informed as to principal contact for Labor-Management activities. Such a designation does not relieve other management officials or supervisors of their responsibility for carrying out day-to-day dealings with the UNION.

5.4 The EMPLOYER will notify the UNION as early as practicable regarding the nature and expected duration of emergencies, when such emergencies involve temporary suspension of, or exception to, the provisions of this agreement.

5.5 The EMPLOYER will distribute copies of the agreement to all employees of the unit. The UNION will be furnished 25 copies:

5.6 The EMPLOYER will inform all new employees that the UNION is the exclusive representative of employees in the unit.

5.7 The EMPLOYER will provide each new employee with a copy of his official job description. 5.8 On a monthly basis, the EMPLOYER will furnish the UNION a copy of the regular personnel listing. 5.9 The EMPLOYER will assure that supervisors will receive a full orientation of the provisions of this agreement.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF EMPLOYEES

6.1 Each employee has, the right; freely and without fear or reprisal, to form, join, and assist a labor organization or to refrain from any such activity, and each employee shall be protected in the exercise of this right. Except as otherwise expressly provided in Executive Order 11491, as amended, the right to assist a labor organization extends to participation in the management of a labor organization as well as in the capacity of a labor organization representative. No interference, restraint, coercion, or discrimination shall be practiced within the unit by, the EMPLOYER or the UNION. To, encourage or discourage membership in any labor organization.

6.2 An employee shall not be disciplined or otherwise discriminated against because he has filed a complaint or given testimony under Executive Order 11491.

6.3 No employee, regardless of employee organization membership, shall be precluded from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable law, directive, regulation, or policy of the agency. An employee may, regardless of his employee organization membership, choose his own representative in a grievance or appellate action.

6.4 Nothing in the agreement shall require an employee to become or to remain a member of a labor organization, or to pay money to the organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF UNION

7.1 The UNION has the exclusive right to represent all employees in the recognized unit in consultations and negotiations with the EMPLOYER within the limits provided by this agreement and: applicable Executive Orders. As a condition of this right of exclusive recognition, the UNION accepts the responsibility and agrees to represent in good, -faith the interests of all employees in the recognized unit without discrimination and without regard to membership in the UNION. UNION representatives who are not employees of the Memphis Insuring Office will obtain permission from the Director's designated representative to visit offices during business hours. The designee will provide a suitable meeting room for the UNION representatives who shall confine their activities to matters relating to the agreement. 7.2

Subject to necessary requirements concerning the security or confidentiality of information to the EMPLOYER and/or employee, it is the right of the UNION to be present as an observer during formal hearings regarding grievances of employees in the unit even though it is not representing the employee involved in such hearing. However, where the grievance involves matters highly personal to the parties involved, the employee may suggest -suggests 'on the basis of mutual understanding, 'that the UNION forego its right- to be present. When the employee chooses the UNION as his representative, the representative will be excused without charge to leave, and any observer's absence charged to annual leave or leave without pay. When the employee chooses a non-union representative, the observer's time will be without-charge to leave.

7.3. Solicitation of membership, the collection of dues; or. other internal business of the UNION shall be conducted during the non-duty hours and outside working area if the employees and solicitors concerned.

7.4 The UNION is obligated to keep the EMPLOYER informed on a timely basis of the name, union office, and date of assumption of such office of each elected or appointed union representative (including Steward).

7.5 The UNION is obligated to furnish the EMPLOYER on a timely basis a copy of any approved changes relating to the Union's Constitution and By-Laws or to the statement of its objectives.

ARTICLE VIII

MUTUAL OBLIGATIONS

8.1 Representatives of the UNION and the EMPLOYER shall meet regularly and confer with respect to personnel policies and practices, and matters of general interest affecting working conditions, subject to the provisions of the agreement. Such meetings will normally be held the first Tuesday of each month. Meetings will be held during regular work, hours without charge to leave.

8.2 UNION participants will be the Union Local President or designated representative and not more than top Union representatives of his choosing. EMPLOYER participants will not be more than three representatives of the EMPLOYER.

8.3 Where possible at least five working days prior to the date of the monthly meeting, the Union President, or designated representative, will submit to the EMPLOYER a list of proposed agenda items with an informal estimate as to the amount of time needed for discussion of each. At the same time, the EMPLOYER will submit to the Union President a similar list, if any, which the EMPLOYER wishes to discuss. If neither party submits such a list, it will be assumed that they have no items of general interest and no meeting will be held. However, no less than one meeting will be held each three months.

8.4 Special meetings may be called by mutual consent upon request of either party to the agreement.
8.5 Matters appropriate for handling by stewards will not be discussed at these meetings, except when the Steward has attempted to resolve the issue through organizational channels without success.

ARTICLE IX

USE OF OFFICIAL FACILITIES AND SERVICES

9.1 a. Space on the official bulletin board will be made available to the UNION for posting of official Union material. Union officials may post notices on the bulletin board without prior approval of the EMPLOYER.

9.1 b. The UNION is fully and solely responsible for the posted material, in terms of accuracy and adherence to ethical standards; and is responsible for any statements made against any individual or organization, to the extent that the UNION may have to substantiate the statements (or, otherwise answer for their charges) through the courts or other legal proceeding. The EMPLOYER reserves the right to post-audit the notices and take appropriate action, such as' suspension or revocation of the privilege., when it is abused.

9.1 Upon the request of the UNION, the EMPLOYER may, where available under the administrative control of the Director, make official space available to the UNION for its meetings another appropriate activity. The UNION will be responsible for the proper use and care of space that is made available and will observe all building security policies.

9.3 The EMPLOYER agrees to furnish. The UNION a copy of HUD personnel handbooks of general interest to employees.

ARTICLE X

MERIT PROMOTION

10.1 Employees serving in permanent appointments are covered by the provisions. Of this Article. Employees serving under temporary appointments are not covered by the provisions of this Article. 10.2 The parties acknowledge the necessity for administering the Departmental Merit Staffing procedure on a uniform and equitable basis. The EMPLOYER, when filling vacancies within the unit, shall select an observer to sit with the ad hoc panel on a non-voting, non-participating basis. The UNION shall furnish a list of at least three employees who occupy, the same type of position that is being filled or who have an understanding of the requirements of the position to be filled from which the selection will be made. The employee will have access to the papers used by the panel with the exception of APPS ratings.

ARTICLE XI

DETAILS

11.1 Details of more than thirty (30) days, exertions of" details for more than thirty (30) days, and terminated of details of more than thirty (30) days will be documented on SF 52, "Request for Personnel Action," to be submitted to the Personnel Officer:

11.2 On details of thirty (30) days or less, an employee may submit SF 172, "Supplemental Experience and Qualifications Statement," to be included in his Official Personnel folder

ARTICLE XII

REDUCTIONS-IN-FORCE

12.1 The EMPLOYER shall consult with the UNION before initiating any reduction-in-force action against employees of the Unit. The UNION and employees in the Unit may inspect the lists of all applicable competitive levels in the competitive area. Once a reduction-in-force has been declared the EMPLOYER will maintain at all times retention registers necessary to determine the-standing of its competing employees. These registers will be open to the UNION and employees in the Unit. Any employee who accepts an offer to a lower-graded position in the Memphis Insuring office as a result of a reduction-in-force shall be considered for any vacancy at his former or intervening grade for which he is qualified provided such vacancy is not filled by any mandatory action. The UNION may designate a representative to review all re-employment priority lists established as a result of a reduction-in-force.

ARTICLE XIII

EMPLOYEE DEVELOPMENT AND TRAINING

13.1 The EMPLOYER will provide training and development opportunities to enable employees to do their present jobs effectively and to enhance their eligibility for advancement consistent with their individual capacity and consistent with the needs and resources of the Agency. Employees will be encouraged

regarding self-development and training towards obtaining their career objectives. The UNION will encourage employees to take advantage of suitable self-development opportunities.

13.2 Training opportunities will be offered without regard to race, color, religion, national origin, lawful political affiliations, sex, marital status, age, -or non-restrictive physical handicap.

13.3 The EMPLOYER is responsible for establishing training programs to improve employee efficiency. In development of such programs, the EMPLOYER agrees to consider the views of the UNION through the forum of the meetings -provided in Article VIII.

13.4 Supervisors at all levels are responsible for the training and development of their employees. They must identify needs for training and development, plan to meet the needs, and to see to conducting of activities planned, follow-up after training to evaluate its effectiveness. They should also stimulate the interests of employees in self-development by encouragement, guidance and assistance.

13.5 The EMPLOYER agrees to record training accomplishments in the employee's official personnel folder. This does not relieve the employee of his individual responsibility to maintain his personnel folder currently and completely to fully reflect his total employment experience, training, and education. The UNION agrees to encourage employees to review their personnel folders to assure that training records are accurately recorded.

13.6 The EMPLOYER agrees to make available to all employees enrolled in Agency approved training courses, academic aids such as desk calculators, typewriters, copying equipment, if available on the premises of the activity, at mutually acceptable times.

ARTICLE XIV

OVERTIME

14.1 The EMPLOYER shall make available to the UNION upon request a record of current overtime work. The scheduling of the overtime is an appropriate matter to be brought up in consultation sessions.

ARTICLE XV

TRAVEL AND PER DIEM

15.1 When requested in writing by the employee, a written explanation will be furnished showing the necessity for travel during other than normal duty hours, when travel is not compensable as overtime.

ARTICLE XVI

POSITION CLASSIFICATION

16.1 The EMPLOYER agrees that managers and supervisors will annually review all position descriptions under their supervision and when deemed necessary, amend or submit a description of the assigned duties for classification review.

16.2 A supervisor will initiate a request for a change in job description at any time there is reasonable basis for such request, however, no request for a change in an individual job will be submitted within thirty (30) days of a scheduled survey or until ninety (90) days has lapsed after completion of a survey. 16.3 The UNION and the EMPLOYER will protect the employees' rights to take any lawful action in regard to job description and/or classification without fear of restraint, prejudice, or reprisal.

16.4 Supervisors will have readily available a current file of. Position descriptions of employees under their supervision. The UNION will be permitted access to these files upon request for the purpose of resolving employees' complaints.

ARTICLE XVII

ANNUAL LEAVE

17.1 The EMPLOYER agrees to maintain a reasonable leave policy. Employees will be encouraged to take two consecutive weeks annual leave during each calendar year. The supervisor will make every effort, consistent with work requirements, to assure that an employee will not lose annual leave. The supervisor will endeavor to afford each employee leave at the time the employee considers convenient and desirable. Should the supervisor deem it necessary to cancel previously approved leave, he will inform the employee of the reasons for such action as soon as the requirement for such cancellation is known.

17.2 When personal emergency circumstances conflict with leave plans, an employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.

17.3 Use of annual leave is subject to prior approval of the appropriate supervisor. Although retroactive approval may be granted when circumstances warrant, failure to secure prior approval may result in the period being charged to absence without leave (AWOL) during which the employee receives no pay. Unforeseen circumstance of a personal, nature may prohibit an employee from requesting and obtaining

prior approval of his absence. In such cases, the employee is responsible for notifying his supervisor within a time span consistent with the nature and degree of the emergency. Subsequent approval of annual leave for such an absence is a supervisory decision.

17.4 The UNION recognizes that at times work conditions may necessitate curtailment of leave and at other times require mandatory use of leave. During such periods, the cooperation of affected employees shall be encouraged by the UNION in the best interest of the EMPLOYER.

ARTICLE XVIII

SICK LEAVE

18.1 The UNION joins the EMPLOYER in recognizing the insurance value of sick leave and agrees to encourage employees to conserve such leave, so it will be available to them in case of illness.

18.2 Sick leave will be granted to employees when they are incapacitated for the performance of their duties for reason of sickness, injury or other reasons as provided by sick leave regulations. Absences in excess of three consecutive working days are required to be supported by medical certificates or other administratively acceptable evidence. When an employee requires use of sick leave, he will notify his supervisor by telephone or other means generally within two hours of the start of the first day of absence.

18.3 Medical certificates may be required, regardless of duration, in individual cases where the EMPLOYER has reason to believe that the sick leave privilege is being abused. The individual employee will be advised of this requirement in advance.

ARTICLE XIX

OTHER LEAVE

19.1 Guidance and details concerning the policy to be observed in voting and registration are contained in Federal Personnel Manual Chapter 630 and implementing publications of the Department of HUD and EMPLOYER.

19.2 Employee representatives elected or appointed to a UNION office at local or national level may apply for leave without pay to accept such temporary UNION position. EMPLOYER agrees to give valid consideration to request in accordance with regulations in effect at that time. If granted, all job protection rights and benefits authorized in governing regulations will prevail.

19.3 An employee who is an official or representative of the UNION may be excused without charge to leave in conjunction with attendance at a training session sponsored by the UNION, provided the subject matter of such training is of mutual concern to the EMPLOYER and the employee in his capacity as an organization representative and the EMPLOYER'S interest will be served by the employee's attendance. Excused absence for this purpose will normally not exceed eight (8) hours for any individual within a twelve (12) month period.

19.4 Court leave will be administered in accordance with existing directives.

ARTICLE XX

GRIEVANCE PROCEDURE

20.1 The EMPLOYER and the UNION recognize the importance of settling disagreements and disputes promptly, fairly, and in an orderly manner that will maintain the self-respect of the employee and be consistent with the principles of good management. To accomplish this, employees are encouraged to discuss their problems with the supervisors in an effort to resolve them at the lowest practical level. 20.2 Questions as to the interpretation of published agency policies or regulations, provisions of law, or regulations of appropriate authorities outside the Agency are not subject to this grievance procedure even though they may be cited, quoted, or otherwise incorporated or referenced in this agreement. 20.3 The negotiated grievance procedure will be used to resolve disagreements and disputes only over the interpretation and application of the agreement. The grievances may be undertaken by the UNION, an employee, or group of employees within the exclusive unit.

20.4 Grievances and appeals on any matters other than the interpretation and application of this agreement may be initiated by employees but not the UNION. Such grievances and appeals will be processed in accordance with appropriate HUD handbook.

20.5 When a group of employees has an identical grievance, it will be considered as a single grievance provided all parties agree. If the appeal is denied, any or all employees in the group has full right to appeal the decision to succeeding steps as provided in this Article. If a decision is satisfactory to the majority of the employees filing the grievance, the grievance will be considered settled and any benefits applied to all employees who filed.

20.6 The following procedures are established for the resolution of grievances over the interpretation and application of this agreement.

a. Informal Procedure: The informal grievance shall first be taken up by the employee (and his representative, or Union Steward, if he elects to have one) with his supervisor. The informal step must be initiated within fifteen (15) days of the incident that gave rise to the grievance, unless the employee could

not reasonably be expected to be, aware of the incident by such time, in which case the informal step must be initiated within fifteen (15) work days of the date the employee became aware of the incident and may be presented orally and/or in writing.

A decision will be given to the employee within seven (7) work days after his initial presentation of his informal grievance. Such decision shall be in writing, if presented in writing. Every effort will be made to ensure that it is clearly communicated and understood. The grievant will be apprised of his right to submit a formal grievance to the Director.

b. Formal Procedure: If the aggrieved employee is dissatisfied with the decision reached through the Informal Procedure, the informal grievance may be reduced to writing by the aggrieved and become a formal grievance. Within ten (10) work days after receipt of the decision, the formal grievance shall be presented by the aggrieved or his representative to the Director.

Step 1. The grievance shall be submitted on a form provided by the UNION and will contain the following:

- (a) A statement of, the grievance,
- (b) A statement of the remedial action or relief sought,
- (c) Evidence (documentary, if available) to support his grievance,
- (d) A copy of the written decision on the informal grievance or a summary of the oral decision,
- (e) A statement of reason(s) why the aggrieved believes the remedy should be granted, and
- (f) The name of the designated representative, if one has been designated.

Step 2. Upon receipt of the formal grievance, the Director, shall, within ten (15) work days, render a decision. Such decision, and its basis, shall be in writing.

Step 3. If the aggrieved is dissatisfied with the decision reached in Step 2, he may request the UNION to refer the grievance to arbitration by filing a request with the Director within fifteen (15) work days of the decision. The request for arbitration will be valid only if signed by the UNION President.

20.7 Employees and employee representatives will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting the grievance at each step in the procedure. Employees who are made available as witnesses at any step will not suffer loss of pay or charge to leave while they are serving in that capacity...

20.8 Failure of the EMPLOYER to answer an issue within time limits specified shall permit the case to be referred to next step in the process. Failure of grievant to adhere to specified time limits will constitute a basis for denial of the dispute. All time limits herein may be extended by mutual agreement of the EMPLOYER and the grievant or his designated representative.

20.9 When the parties fail to agree as to whether a grievance is subject to this negotiated grievance procedure, the question will be referred to the Assistant Secretary of Labor for Labor Management Relations for resolution under procedures prescribed by the Assistant Secretary.

20.10 Other Grievances:

a. Grievances and appeals on matters other than that set forth in this Article may be initiated by employees (either singly or jointly); they may not be initiated by the UNION. Such grievances and appeals will be processed in accordance with the provisions in appropriate HUD handbook.

b. The UNION will be afforded the opportunity to be present at formal discussions with aggrieved employees, subject to necessary requirements as to security and confidentiality of information.

Furthermore, whenever grievances lead to consideration of possible modifications of personnel policies or other matters which management is obligated to discuss with the UNION, decisions on such matters will not be rendered until this obligation is discharged.

ARTICLE XXI

ARBITRATION

21.1 Within five (5) work days from the date of receipt of a valid arbitration request, the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrators. A brief statement of the nature of the issues in dispute will accompany the request, to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement or stipulation. In the event that the entire agreement is not available, a verbatim copy of the provisions relating to arbitration shall accompany the request. The parties shall meet within three (3) work days after the receipt of such list to select an arbitrator. If they can not agree upon one (1) of the listed persons, the EMPLOYER and the UNION will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one name remains. The remaining name shall be the only and duly selected arbitrator. The UNION may withdraw the grievance at anytime prior to actual convening of a hearing or submission of the case to the arbitrator.

21.2 The arbitrator's fees and expenses shall be borne equally by the EMPLOYER and the UNION. The fee and other costs shall not exceed those authorized by applicable regulations. Further, the EMPLOYER and the UNION shall share equally the expenses of any mutually agreed upon services in connection with the arbitration hearing.

21.3 Arbitration Process:

a. The process to be utilized by the arbitrator may be one of the following:

- (1) "A stipulation of facts to arbitrator" can be used when both parties agree to the facts of the issue and a

hearing would serve no purpose. In this case, all facts, data documentation, etc., is jointly submitted to the arbitrator with a request for a decision based upon the facts presented.

(2) "An arbitrator inquiry" can be used when, a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he deemed necessary (e.g., inspecting work sites, taking statements, etc.).

(3) "A submission to arbitration hearing" should be used when a formal hearing is necessary to develop and establish the facts relevant to the issue. In this case, a formal hearing is convened and conducted by the arbitrator.

b. The parties may mutually agree on one of the above processes.

c. If the parties can not agree on the process, the arbitrator shall decide the process, except that if one party requests a hearing, then the arbitration hearing will be the process utilized.

21.4 The arbitrator will be requested to render his decision and remedy to the EMPLOYER and the UNION as quickly as possible, but in any event, no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree.

21.5 The arbitrator's decision shall be final and binding; and his remedy shall be effected in its entirety, to the extent that it is not limited by statute or higher level regulations. -

21.6 The arbitrator shall have the authority to define the explicit terms of this agreement as set forth. He shall have no authority to add or modify any term of this agreement.

21.7 Within ten (10) days after receipt of the arbitrator's decision, the parties to the arbitration will notify one another in writing whether or not they are filing for an exception to the Federal Labor Relations Council (FLRC) in accordance with council procedures. An exception to the arbitrator's decision must be filed with FLRC within twenty (20) calendar days following receipt of the decision and will stay implementation of the decision. If no exception is filed, the arbitrator's decision and remedy will be effected immediately.

ARTICLE XXII

DISCIPLINARY AND ADVERSE ACTIONS

22.1 The UNION and EMPLOYER mutually guarantee the rights of employees concerning disciplinary and adverse actions as outlined in appropriate regulations.

22.2 As provided in appropriate regulations, in the event an employee is issued a notice of proposed suspension or adverse action, that employee must be afforded and made aware of all the rights and privileges due him. In all cases, the employee and/or his representative shall be given the opportunity to review the evidence against him and to reply to the charges orally and/or in writing, using the assistance of the UNION as desired. Evidence against an employee shall be made available to him and his representative and both shall be given time to review such evidence and prepare a reply.

22.3 Prior to making a determination as to whether a disciplinary or adverse action is warranted, the immediate supervisor may undertake preliminary investigations and discussions with the employee concerned. Employees of the unit are entitled to UNION representation at such discussions and shall be notified of this right to representation.

22.4 Disciplinary Actions:

a. Definition: A disciplinary action is any action taken against an employee which causes a letter or other document which is critical of the employee to be placed in the personnel folder, up to and including suspension of thirty (30) days or less.

b. The EMPLOYER shall inform the UNION of all proposed disciplinary actions against any employee of the Unit except cases where the action is based on a matter personal to the employee and the employee requests that the action be kept confidential.

c. If a notice of proposed action is issued to an employee, upon request and prior to the notice of decision, the EMPLOYER shall meet with the employee and his UNION representative, if he chooses to have one, for the purpose of providing any additional facts on the case.

d. In the event the employee is issued an unfavorable decision, he shall be advised of all appeal procedures Available to hire and of the time limit on filing an appeal.

22.5 Adverse Actions:

a. Definition: An adverse action is a discharge, suspension for more than thirty (30) days, furlough without pay, or nonvoluntary reduction in grade or pay. It does not include any action directed by or subject to the approval of the Civil Service Commission, a reduction-in-force action, an action based on security determinations, or an action terminating a temporary promotion within a period of two (2) years and returning the employee to the position from which he was temporarily promoted or to an equivalent position.

b. The EMPLOYER shall inform the UNION of all notices of proposed adverse action against any employee of the unit, except, in cases where the action is based on a matter personal to the employee and the employee requests, that the action be kept confidential.

c. When an employee is issued a thirty (30) day notice of Proposed Adverse Action, upon request and prior to the Notice of Decision, the EMPLOYER shall meet with the employee and his UNION representative, if he chooses to have one, for the purpose of rebutting, the proposed action and/or providing any additional facts on the case. It is further agreed that upon request; of the employee, the

EMPLOYER shall permit the UNION to review pertinent record, as permissible without violating laws or government policy, for substantiating the claims of the parties.

d. The Notice of Decision shall advise the employee of his appeal rights through the Agency procedure.

e. Questions arising under this Article are not subject to grievance or arbitration procedures of this contract.

ARTICLE XXIII

EQUAL EMPLOYMENT OPPORTUNITY AND NONDISCRIMINATION

23.1 The EMPLOYER and the UNION agree to cooperate in continuing to provide equal opportunity for all employees in the Unit of recognition to prohibit discrimination against them because of age, sex, race, creed, color or national origin, and to promote the full realization of equal employment opportunity for them through a positive and continuing effort.

23.2 Through procedures established for EMPLOYER-UNION cooperation as provided in Article VIII each party agrees to advise the other of any existing equal employment opportunity problems in the Unit of recognition of which they are aware. The EMPLOYER and the UNION agree to jointly seek solutions to such problems.

23.3 Selection for training programs which are or may be conducted by the EMPLOYER shall be made without regard to sex, race, color, age, religion, marital status, national origin, lawful political affiliation, or non-disqualifying physical handicap.

23.4 The UNION agrees that the policies and practices of the UNION; the concepts and principles of the HUD Equal Employment opportunity program will be fully supported and practiced.

ARTICLE XXIV

UNION REPRESENTATION

24.1 The EMPLOYER agrees to recognize the officers and stewards duly authorized by the UNION, subject to the following condition: The number of stewards shall be the number reasonably required to assure each employee in the Unit reasonable access to a steward.

24.2 It is agreed that the original point of contact by the UNION for discussion of an issue affecting the employee shall be the lowest level supervisor having authority to act on the matter.

24.3 Union stewards are authorized a reasonable amount of time during duty hours to perform duties such as processing employee grievances and for consultations with the EMPLOYER on matters pertaining to this ' agreement. Stewards will request permission from their immediate supervisors prior to leaving the work area or to confer within the work area on Union matters. Unless circumstances require the steward's continued performance of his official duties, his supervisor will grant such request.

Stewards are obligated to inform their supervisor of the general nature of their business and to report to the supervisor over the area visited the purpose of his visit and to obtain his permission before contacting any other person in the area. An employee desiring to consult with a steward during duty hours will request approval from his supervisor. The supervisor will grant this permission as soon as possible. If such requests are not approved because of heavy workloads or other special reasons, the supervisor will advise the UNION representative of the reason for the denial and shall state when they can reasonably expect to transact such appropriate union-management business.

24.4 The EMPLOYER agrees that there will be no restraint, coercion or discrimination against stewards because of the performance of these duties. Stewards shall neither use this assignment for matters outside the scope of this Agreement nor solicit complaints or grievances from employees in the Unit. Stewards will conduct their business with dispatch. Time used during the normal duty hours will be with the knowledge and approval of the appropriate supervisor. If a steward's use of regular working hours for consultation with employees or EMPLOYER interferes unduly with the proper performance of his official duties as an employee, the matter will be objectively discussed with him or other officers of the UNION in order to find a satisfactory solution. No overtime will be paid for such representation duties.

ARTICLE XXV

INCENTIVE AWARDS

25.1 The EMPLOYER agrees that the UNION may have a representative at meetings of the Incentive Awards Committee if and when such a committee is established. Said representative will participate in deliberations and discussions with respect to planning the suggestion program to stimulate participation, to establishing suggestion program goals and targets, to evaluating suggestion program progress and appraisal of employee, supervisor, and management reactions.

25.2 The UNION representative will not participate in discussion or vote with respect to nomination or consideration of nominations for cash or performance or honorary awards.

ARTICLE XXVI

OFFICIAL PERSONNEL FOLDER

26.1 The EMPLOYER agrees that employees have the right to periodically review their official personnel folders in the presence of Administrative personnel.

ARTICLE XXVII

LABOR-MANAGEMENT COOPERATION

27.1 The EMPLOYER and UNION agree to encourage employee self-development, to endeavor to improve employee performance through communication and counseling in the Placement and Promotion Program and the Incentive Awards Program, and to support the letter and spirit of the Employer's Equal Employment Opportunity Plan of Action.

27.2 The UNION agrees to assist the employer in accomplishing maximum production, in reducing waste, and in stimulating participation in the suggestion program.

27.3 The UNION agrees that it will support the EMPLOYER in reasonable efforts to promote good relations between the EMPLOYER and Local communities by participating in civic programs.

ARTICLE XXVIII

VOLUNTARY ALLOTMENT OF UNION DUES

The EMPLOYER shall deduct Union dues from the pay of employees in the Unit, subject to the following provisions.

28.1 The Local agrees to procure SF1187, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organization Dues," and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.

28.2 The Local accepts the responsibility of informing and educating its members concerning the program for the allotment of dues and the uses and availability of SF 1187 and SF 1188.

28.3 The President or other authorized officer of the Local will certify each SF 1187, that the employee is a member in good standing in the Local, will insert the amount to be withheld, and will submit completed SF

1187's to the Administrative officer for forwarding to the Central Payroll Office.

28.4 The President or other authorized officer of the Local shall notify the Administrative officer of the agency when the Local's dues structure changes. The change shall be affected at the beginning of the first full pay period after receipt of such notice, or as soon as possible thereafter. Such a change may not be affected more than twice in a twelve (12) month period.

28.5 . Allotments will be effective at the beginning of the first full pay period after receipt of SF 1187's by the payroll servicing officer, if possible.

28.6 The Local will promptly notify the Administrative Officer in writing when a member of the Local is expelled or ceases to be a member.

28.7 The Agency agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the Secretary-Treasurer of the Local. The check will be for the total amount of dues withheld for that pay period, less a service charge of two cents (\$.02)/per deduction.

28.8 The President of the Local will immediately notify, in writing, the appropriate Administrative Officer of any change in the name and/or address of the Secretary-Treasurer of the Local.

28.9 The Agency will submit with the remittance check a positive listing of the members and amounts withheld.

28.10 A member may voluntarily revoke his allotment for the payment of dues at any time by filling out an SF 1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the Administrative Officer. After receipt of such notice by the Administrative Officer, revocation in any case will not become effective until the first full pay period following either March 1 or September 1, whichever is earlier. The Administrative officer will provide the Local appropriate notification of the revocation. The duplicate copy of SF 1188 when completed by the member can be used for this purpose.

ARTICLE XXIX

DURATION AND EXTENT OF AGREEMENT

29.1 The effective date of this Agreement shall be the date signed by the parties' subject to required Agency review. It shall remain in effect for three (3) years. Thereafter, the Agreement shall be automatically renewed each year on the anniversary date, unless between ninety (90) and sixty (60) calendar days prior to such anniversary date either party gives written notice to the other of its desire to terminate or renegotiate the Agreement. The notice must be acknowledged by the other party promptly

upon receipt. If such notice indicates intention to modify the Agreement, this Agreement shall remain in full force and effect until such changes have been negotiated and signed. If such notice indicates intention to terminate the Agreement, this Agreement shall terminate on the anniversary date.

29.2 This Agreement shall not be enforceable at any time after it is determined under the provisions of Executive Order 11491, as amended, that the UNION is no longer entitled to Exclusive Recognition, or after such recognition has been relinquished.

29.3 This Agreement may be amended or supplemented by negotiations:

- a. Six months from the effective date of this Agreement and, thereafter, each year beginning with the anniversary date of the Agreement; and/or
- b. within a reasonable time after abridgement of any of the provisions of this Agreement by any newly enacted law or policy or regulation of higher authority. Changes in this Agreement which are required by law, regulation or policy issued by higher authority shall be placed in effect without respect to the provisions of this Agreement. The EMPLOYER agrees to consult with the UNION before effecting such required changes.
- c. By mutual consent at any time.

Any request by either the EMPLOYER or the UNION to negotiate an amendment or supplement to this Agreement shall include a summary of the proposal and the reasons therefor. When such a proposal is submitted, representatives of the, EMPLOYER and the UNION shall meet as soon as practicable to negotiate the proposal. Any agreement reached as a result of such a negotiation shall be signed by the EMPLOYER and the UNION in the same manner as this Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Chairman, Negotiating Team

Chairman, Negotiating Team

APPROVED: Acting Director Union President