

LABOR-MANAGEMENT RELATIONS AGREEMENT

BETWEEN

U.S. DEPT. OF HUD, DETROIT OFFICE

AND

NATIONAL FEDERATION OF FEDERAL EMPLOYEES (NFFE)

LOCAL 1804

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PREAMBLE

This Agreement is made and entered into by and between the United States Department of Housing and Urban Development, Detroit and Flint Offices, hereinafter referred to as "Employer" and the National Federation of Federal Employees (NFFE), Local 1804, hereinafter referred to as the "Union," together referred to as the Parties." [Amended December 1, 2005.]

The Employer and the Union agree that the Labor-Management Relations within the Department are strengthened by the participation of employees in the formulation and implementation of personnel policies and practices related to their conditions of employment and through constructive and cooperative relationships with labor organizations.

The Parties affirm that the public purposes to which the Department is dedicated can be advanced through understanding and cooperation achieved through collective bargaining as defined in Public Law 95-454. The provisions of this Agreement shall be administered and interpreted in a manner consistent with the requirement of an effective and efficient, Government.

The terms and conditions of this Agreement apply only to employees within the bargaining unit.

Now, therefore, the Parties hereto do agree as follows:

DEFINITIONS

The following definitions of terms used in this Agreement shall apply:

- AGREEMENT** The collective bargaining agreement, between the Detroit and Flint HUD Office and the National Federation of Federal Employees (NFFE), Local 1804. [Amended December 1, 2005.]
- AMENDMENT** Modification to the basic Agreement: To add, delete, or change portions, Sections or Articles within the terms, of this Agreement.
- CONSULTATION** Actively seeking the participation of the Union in the formulation and implementation of personnel policies and practices affecting the conditions of their employment.
- EMERGENCY** A situation 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.
- EMPLOYEE** Member of the bargaining unit.
- EMPLOYER** The Manager and all management, officials and supervisors of the HUD Detroit Office having authority to act on any matters relating to the application or implementation of this Agreement, applicable laws, or regulations.
- FORMAL DISCUSSION** A meeting between one or more representatives of the Employer and one or more employees, or their representative, when the subject of the

discussion concerns grievances or working
conditions.

IMPASSE

The inability of the Employer and Union to arrive at a mutually agreeable decision concerning negotiable matters, through the negotiation process.

NEGOTIATION

Bargaining by the Employer and the Union on appropriate issues relating to terms of employment, working conditions, and personnel policies, practices and procedures with the view of arriving at, a formal agreement.

REGULATIONS

Existing laws, HUD handbooks and revisions thereto, HUD Circulars, Code of Federal Regulations and revisions thereto, and official written procedure or directives which are used by the Employer.
[Amended December 1, 2005.]

SUPERVISOR

An agent of the Employer having authority, in the interest of the agency, to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or is responsible to direct them, or to evaluate their performance, or to adjust, their grievance, or effectively to recommend such action, if in connection with the foregoing, the exercise of authority is not of merely routine or clerical nature, but, requires the use of independent judgment.

SUPPLEMENT

An attachment or addition to the basic Agreement.

UNION

National Federation of Federal Employees (NFFE)
Local 1804.

UNION OFFICIAL

Any national representative of the Union, the duly elected officers of the Local, and Stewards.

ARTICLE I
RECOGNITION AND UNIT DESIGNATION

- 1.1 - (1) The Union is recognized as the sole and exclusive representative for all bargaining unit employees as defined in Section 1.2 below.
- (2) As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing the interests of all employees in the bargaining unit without discrimination and without regard to Union membership.
- (3) The Employer agrees that in regard to the exclusive bargaining unit, it shall not do anything by custom or by practice that contravenes or violates this Agreement except as required by law or Government-wide regulations.
- 1.2 - Bargaining unit employees include all non-excluded employees of the Detroit Office of the Department of Housing and Urban Development, as determined by the Certification of Representation issued by the United States Federal Labor Relations Authority, dated February 16, 1989.
- 1.3 - Position Exclusions:
- (1) Supervisors, Managerial Personnel, Management Officials
- (2) Confidential employees

(3) Guards

Employees engaged in Federal personnel work in other than a purely clerical capacity.

ARTICLE II
MANAGEMENT RIGHTS

2.1 - In the administration of all matters covered by this Agreement, the Parties are governed by existing and future laws, Government-wide regulations and policies set forth in the Code of Federal Regulations. This includes published agency policies and regulations in existence at the time this Agreement was approved that are not in conflict with this Agreement. [Amended December 1, 2005.]

2.2 - Nothing in this Agreement shall affect the authority of any management official:

(1) To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

(2) In accordance with applicable laws

(a) to hire, assign, direct, lay off, and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees;

(b) to assign work, 'to make determinations with respect to contracting out and to determine the personnel by which agency operations shall be conducted;

(c) With respect to filling positions, to make selections for appointments from--

1. among properly ranked and certified candidates for promotion; or

2. any other appropriate source; and

(d) to take whatever actions may be necessary to carry out the agency's mission during emergencies.

2.3 - The provisions of this Article shall not nullify or abridge the rights of employees or the Union to grieve or appeal the exercise of the management, rights set forth in this Article through appropriate channels. In addition, the right to bargain over the impact of the decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this Article.

ARTICLE III EMPLOYER RIGHTS

3.1 - Each employee has the right, freely and without fear of penalty or reprisal, to form, join, or assist, the Union or to refrain from any such activity. Employees shall be protected in the exercise of this right.

3.2 - Except as otherwise expressly provided in this Agreement and in Public Law 95-454, the right to assist a labor organization extends to participation in the management of the organization and acting for the organization in the capacity of an organization representative, including presentation of views to officials of the Executive Branch, the Congress, or other appropriate authority.

- 3.3 - Each employee shall have the right to bring matters of personal concern to the attention of appropriate officials of the Employer and/or the Union.
- 3.4 - The initiation of a grievance by an employee shall not cause adverse reflection on his/her standing with his/her supervisor or on his/her loyalty or desirability to the Employer. Employees and Union representatives who have relevant information concerning .any matter for which remedial relief is available under this Agreement shall, in seeking resolution of such matter, be assured freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal. The Employer shall not impose any restraint, interference, coercion, or discrimination against any employee in the exercise of his/her right to designate a Union representative for the purpose of representing to the Employer any matter of Job-related concern or of representing the employee before any Government agency or employer.
- 3.5 - Nothing in this Agreement shall require an employee to become or 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 payment of dues through payroll deductions or by voluntary cash payment by a member.
- 3.6 - The Employer and the Union shall not discriminate against any bargaining unit employee because of age, sex, sexual orientation, race, religion, color, creed, national origin, handicap, veteran status, familial status, or lawful political affiliation. [Amended December 1, 2005.]
- 3.7 - (1) Each employee shall be represented by the Union at an examination -of the employee conducted by a representative of the Employer in connection with an investigation if-

(a) the employee reasonably believes that the examination may result in disciplinary action against the employee, and

(b) the employee requests representation.

(2) If, during a meeting between an employee and the Employer the employee believes the meeting may result in disciplinary action, the employee may request to be represented by the Union. If such a request is made, the Employer shall suspend the meeting. The employee shall immediately inform the Union. The Employer shall reschedule the meeting at a time when Union representation is available, not to exceed 5 work days.

(3) When the Employer schedules a meeting for the purpose of disciplining an employee, the Employer shall inform the employee of his/her right to representation by the Union.

(4) At any meeting described in this Section in which attendance participation or representation by an official of the Union takes place, that official shall continue on official time as provided in Article V of this Agreement.

(5) The Employer shall annually inform employees of their rights under this Section.

3.8 - The right of employees, individually or collectively, to petition Congress or a member of Congress, or to furnish information to either House of Congress, or to a committee or member thereof, may not be interfered with or denied.

3.9 - Any employee may elect to:

- (1) Be represented by an attorney or other representative, other than the exclusive representative, of the employee's own choosing in any statutory appeal action; or
- (2) File a grievance under the negotiated grievance procedure or file an appeal under a statutory appeal right. The Union will have the right to be present during the processing of the appeal or grievance as provided in Article IV, Union Rights.

3.10 - An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Within this context, the Employer affirms the right of an employee to conduct his or her private life as he or she deems fit. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertakings not related to their performance of official duties.

ARTICLE IV

UNION RIGHTS

- 4.1 - The Union is the exclusive representative of the employees in the bargaining unit and is entitled to act for all employees in the unit.
- 4.2 - The Union shall be provided opportunity to be present at discussions between the Employer and employees concerning grievances personnel policies and practices, and other conditions

of employment. Such opportunity shall include receipt of prior notice to the Union President or designee.

- 4.3 - The Union, in consonance with its right to represent, has a right to propose new policy, changes in policy or resolutions to problems. The Employer agrees to notify the Union, and upon request, meet with the Union regarding any new policy, or change in policy affecting employees or their working conditions, and negotiate such changes (or the impact of the changes, if the change itself is not negotiable) before such changes are implemented. Initiation of representation shall occur at the lowest level at which a matter could be resolved.
- 4.4 - The Parties recognize the right of the Union to submit proposals or views directly to the Secretary of HUD for consideration when changes in HUD procedures are proposed by HUD.
- 4.5 - The Union shall have the right to be present during an employee grievance being processed under the negotiated grievance procedure or during an employee's appeal proceedings under a statutory appeal.
- 4.6 - The Union shall be granted authority to conduct up to three membership drives of up to 60 days' duration each per year, before and after duty hours, and at break periods and lunch periods. Upon request, with 1 week advance notice, the Employer shall provide the Union with tables, bulletin boards and easels for use in such drives.
- 4.7 - There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this Agreement or the Civil Service Reform Act.

ARTICLE V

UNION REPRESENTATION AND OFFICIAL TIME

- 5.1 - Bargaining unit representatives (stewards and local officials) shall be designated by the Union. These designated representatives shall be recognized as employee representatives and shall be entitled to the use of official time.
- 5.2 - The Union President shall certify in writing to the Field Office Director and post on official bulletin boards--the names, duty locations, phone numbers and areas of representation of each Union representative. [Amended December 1, 2005.]
- 5.3 - The stewards will represent the employees of their designated area(s) in dealings with supervisors about the applications of personnel practices and policies, and other matters affecting working conditions of employees in the designated area(s). Officers and other Union representatives are authorized to represent individuals in any part of the bargaining unit. Upon request of either Party, Stewards and supervisors shall informally discuss items of concern in the application of this Agreement to avoid misunderstanding and to deter complaints from either Party.
- 5.4 - Stewards and local officials shall be granted official time for receiving, investigating, preparing and presenting complaints, grievances or appeals, as well as participation in functions described throughout this Agreement; i.e., Labor-Management meetings, discussions with employees, etc. All negotiations and preparations therefore shall be on official time. This shall include, but not be limited to, time to prepare and present matters to the Federal Mediation and Conciliation Service and Federal Service Impasses Panel.
- 5.5 - A Union official, after notifying and obtaining approval from his/her immediate supervisor or designee, shall be permitted

reasonable official time. Such approval shall not be denied except for just cause, and in no event for more than 24 hours.

- (1) Reasonable time must necessarily depend on the facts and circumstances of each case; e.g., the number and nature of supporting specifics; the volume of the supporting evidence; availability of documents; witnesses, and similar considerations. In consonance with the above, Union officials shall guard against using time unnecessarily.
- (2) Union officials will be given reasonable official time for meetings with the Employer concerning matters affecting the employees and their working conditions.

5.6 Deleted December 1, 2005.

ARTICLE VI

MIDTERM NEGOTIATIONS

6.1 - As of the date of this Agreement, all previous agreements, understandings, benefits, or practices applicable to unit employees, both written and oral, are cancelled, except that any such agreements, understandings, benefits, or practices not specifically covered by this Agreement or that are not in conflict with it shall remain in effect so long as they continue to be mutually acceptable to the Parties.

6.2 - In developing regulations relating to personnel policies and practices and matters affecting conditions of employment, the Employer shall have due regard for the statutory requirement to negotiate with the Union, including negotiating:

- (1) New or changed policy.
- (2) The impact of decisions which are retained Employer rights.

(3) Procedures for implementation of retained Employer rights.

6.3 - Changes during the term of the Agreement:

(1) During the term of this Agreement, the Employer shall transmit to the Union all proposed changes relating to personnel policies, practices, and matters affecting conditions of employment. These notices of proposed Employer changes shall be referred to the Union for review at least 30 days in advance of any change, or as soon thereafter as is practicable.

(2) Upon receipt, from the Employer of such notice, the Union may, within 10 work days, request negotiations concerning the proposed change. Failure to make a request to negotiate shall be deemed to constitute acceptance of the changes by the Union.

(3) Upon request from the Union, the Parties shall meet within 30 days from the date of the original notice for the purpose of negotiating. Both parties will negotiate in an expeditious manner to reach agreement. Implementation will not, begin until negotiations have been completed.

(4) Changes that are negotiated or agreed to pursuant to this Section shall be signed by a designated representative of Management and a designated representative of the Union for their respective Parties, and shall become an integral part of this Agreement, and subject, to all of its terms and conditions. [Amended December 1, 2005.]

(5) The time limits set, forth in this Section may be extended by mutual consent.

6.4 - The following procedures will be used for midterm negotiations:

- (1) The number of members on either negotiating team shall not exceed four, and two alternates. A chairperson and alternate chairperson will be designated in writing for each negotiating committee.
- (2) Upon reaching agreement on all Articles, the Agreement shall be signed by the members of both negotiating committees, ratified by the Union members in a manner prescribed by the Union and, upon ratification, signed by a designated representative of Management and a designated representative of the Union.
{Amended December 1, 2005.}
- (3) When the Parties to the Agreement cannot agree on a negotiable matter and an impasse has been reached, the item shall be set aside. After all negotiable items on which agreement can be reached have been disposed of the Parties shall again attempt to resolve any impasses. Either or both Parties may seek the services of the Federal Mediation and Conciliation Service. When the services of mediation do not resolve the impasse, either Party may seek the services of the Federal Service Impasses Panel.
- (4) When the Employer believes that a matter is non-negotiable, it will immediately advise the Union in writing of its rationale for such belief. The Union has the right to proceed to the Federal Labor Relations Authority in accordance with Section 7105 (a) (2) (E) of Title VII and the regulations of the Authority and Sections 7117(a), (b) and (c) of Title VII. To determine, whether or not a compelling need exists (if that is the reason for the claim of

non-negotiability), the criteria set out in the Authority's regulations will be used.

ARTICLE VII

LABOR-MANAGEMENT RELATIONS COMMITTEE MEETING(S)

- 7.1 - The Parties agree to participate in joint Labor-Management Relations Committee meetings.
- 7.2 - The primary purpose of the Joint Labor-Management Relations Committee shall be to promote and facilitate understanding, and constructive, cooperative relationships between Union and Employer. Committee meetings for this Article shall include routine exchanges of information and concern, but shall exclude negotiation.
- 7.3
- (1) Meetings shall be held no less than quarterly, during the first week of February, May, August and November.
 - (2) Each Party will confine its group to three individuals except by mutual agreement.
 - (3) Emergency meetings will also be arranged within 5 work days of a request by either Party.
- 7.4 - An agenda covering items to be discussed will be provided to the other Party, 5 work days prior to the scheduled meeting. Management will prepare the typed agenda. Meetings will not be held when agenda items have not been proposed by either Party. Joint meetings will be conducted during regular duty hours, with Union officials authorized official time.

ARTICLE VIII

GRIEVANCE PROCEDURE

8.1 -

(1) The purpose of this Article is to provide a mutually acceptable method for prompt and equitable settlement of the Parties' and employees' grievances over the interpretation and/or application of this Agreement, or any claimed violation, misinterpretation or misapplication of any law, rule or regulation affecting conditions of employment.

(2) This procedure excludes the following subjects and this Agreement does not apply to:

(a) any claimed violation relating to prohibited political activities

(b) retirement, life insurance, or health insurance;

(c) suspension or removal for National Security reasons;

(d) any examination, certification, or appointment;

(e) the classification of any position which does not result in the reduction in grade or pay of an employee, and

(f) Reduction-In-Force (RIF).

(3) This procedure shall be the exclusive grievance procedure for the Parties and the employees. The Employer's administrative grievance procedure shall not be invoked for any reason if an employee elects to be represented in his/her grievance, only a Union representative may provide the representation. If an employee presents a grievance directly to the Employer, without representation for settlement consistent, with the terms of this Agreement, the Employer shall provide the local Union representative an opportunity to be present at any

formal discussion, as defined above, with the employee concerning the grievance.

8.2 - (1) Most grievances arise from misunderstandings or disputes which can be settled promptly and satisfactorily on an informal basis at the immediate supervisory level. Every appropriate effort shall be made to adjust grievances at the lowest level.

(2) Inasmuch as dissatisfactions and disagreements arise occasionally among people in any work situation, the filing of a grievance shall not be construed as reflecting unfavorably upon an employee's good standing, performance, loyalty, or desirability to the organization. Upon advance approval, the Employer shall grant reasonable official time for an employee to prepare and present a grievance, including attendance at meetings with the Employer.

8.3 - The procedure for employees to follow in processing a grievance is as follows:

Step I

On or before 10 work days from the date of a grievable occurrence or date when the employee becomes aware of the occurrence, the concerned employee shall advise his/her immediate supervisor of the matter on an oral, informal basis. The local, Union official may be present, if the employee so wishes. The supervisor shall respond orally or, if requested, in writing within 10 work days.

An employee who is grieving about a merit staffing action, written reprimand, and/or disciplinary suspension is considered to have completed, this Step and may elect to begin at Step II.

Step II

If the matter is not satisfactorily settled following the supervisor's oral or written response, the employee and representative, if any, may, within 10 work days of the response, submit the matter in writing on the standard grievance form Appendix B (to be supplied by the Employer) to the next level supervisor. The intermediate supervisor shall send the employee(s) and Union representative a written reply on the standard grievance reply form Appendix C within 15 work days of the date of receipt. The reply shall state the grievance findings and action taken, if any, to settle the matter, and the designated official in Step III to whom the employee may escalate the grievance.

Step III

If the grievance is not settled at Step II, the employee or Union official, if any, may within 10 work days of receipt of the written reply, forward the grievance to the Field Office Director. That person shall review and take appropriate action to attempt, to settle the grievance and issue a final written decision within 20 work days after receipt of the matter from Step II. [Amended December 1, 2005.]

When a resolution of a grievance is reached at any step in the procedure, it will be reduced to writing and signed by all Parties.

- 8.4 - If the grievance is not Satisfactorily settled, the Union may refer the matter to arbitration in accordance with Article IX.
- 8.5 - Time limits in this Article may be extended by mutual consent of the Parties. Failure by the Employer to meet, time limits shall

entitle the grievance to be advanced. Failure by the employee and/or Union to meet time limits shall automatically cancel the grievance.

8.6 - When an Employer or Union grievance (including a Union Grievance-on behalf of more than one employee) has been filed, the Union's designated representative and the Manager, or designees, shall meet within 15 work days after the receipt of the grievance. The Employer or Union grievances shall be filed within 15 work days of the date of occurrence that prompted the grievance or date when the Party becomes aware of the occurrence that prompted the grievance. The responding Party shall send to the grieving Party a written answer within 20 work days after the meeting. If the grievance is not settled, the grieving Party may refer the matter to arbitration in accordance with Article

ARTICLE IX
ARBITRATION

9.1 - If the Employer and the Union fail to settle any grievance processed under the negotiated grievance procedure, such grievance, upon written request by either Party, signed by the Union President or Manager or designee, within 30 calendar days after receipt of the final decision, shall be submitted to arbitration.

9.2 - Within 5 work days from the date of the request for arbitration, either Party shall request the Federal Mediation and Conciliation Service (FMCS) to provide a list of five impartial persons qualified to act as arbitrator, requesting that the referred individuals be experienced in Federal-sector labor relations. The Parties shall meet within 10 work days after receipt of such list. If they cannot agree upon one of the listed arbitrators, the Employer and the Union shall each strike one arbitrator's name

from the list and then repeat this procedure until one person remains who shall be the arbitrator. A toss of a coin shall determine which Party strikes the first name.

9.3 - The FMCS shall be empowered to make a direct designation of an arbitrator to hear the case in the event

(1) Either Party refuses to participate in the selection of an arbitrator, or

(2) Expiration of the time frame cited above.

9.4 - The arbitrator shall not have authority to add to, subtract from, or modify any of the terms of this Agreement, or any supplement thereto.

9.5 - The arbitrator shall have the authority to make all grievability and/or arbitrability determinations. Questions of irritability shall be submitted to the arbitrator.

9.6 - A mini-arbitration may be mutually agreed to be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot, decision without an opinion. If the Parties do not agree on mini-arbitration, the full arbitration process will be used.

9.7 - If the Parties fail to agree on a Joint submission of the issue for arbitration, each shall submit a separate statement and the arbitrator shall determine the issue or issues to be heard.

9.8 - The arbitrator's fee and the expenses of the arbitration, if any, shall be shared by the Parties. The Employer shall pay 60 percent and the Union shall pay 40 percent of the total cost. The

arbitration hearing shall be held, if possible, on the Employer's premises during the regular hours. Persons having a direct interest in the arbitration are entitled to attend hearings. Either Party may require the sequestering of any witness or witnesses during the testimony of other witnesses. It shall be discretionary with the, arbitrator to determine the propriety of the attendance of any other persons. The expenses of witnesses for either side shall be paid by the Party producing such witnesses. Employees shall be granted official time for the purpose of appearing as witnesses in an arbitration proceeding under this Article.

9.9 - The arbitrator shall render a decision as quickly as possible, but in any event not later than 30 calendar days after the submission of final statements unless the Parties mutually agree to extend the time limit.

9.10 - The arbitrator's award shall be binding on the Parties. Either Party may file exceptions to the award with the Federal Labor Relations Authority.

9.11 - Either Party may purchase an official record. If such transcript is agreed by the Parties to be, or in appropriate cases determined by the Arbitrator to be, the official record of the proceeding, it must be made available to the Arbitrator, and to the other Party for inspection. The total cost of such a record shall be shared equally by those Parties that order copies.

ARTICLE X

VOLUNTARY ALLOTMENT OF UNION DUES

10.1 - The Employer shall deduct Union dues from the pay of employees in the unit, subjects to the following provisions:

- (1) The Union agrees to procure SF-1187, Request and Authorization of Voluntary Allotment of Compensation for Payment of Bargaining Unit Employee Dues, and furnish them to eligible members desiring to authorize an allotment for withholding of dues from their pay.
- (2) The Union accepts the responsibility for informing and advising its members concerning the program for the voluntary allotment of dues and the availability and uses of the SF-1187 (Request for Voluntary Allotment) and SF-1188 (Cancellation of Dues).
- (3) The President or other authorized officer of the Union will certify each SF-1187 and will insert the amount to be withheld. The Employer will submit, with the remittance check, a listing of the members and amounts withheld. A member may voluntarily request revocation of his/her allotment for the payment of dues at any time by initiating an SF-1188 (Cancellation of Dues) and submitting it to the designated Management official. [Amended December 1, 2005.]
- (4) The President or other authorized officer of the Union shall notify the Designated Management official when the Union's dues' structure changes. The Division will then notify the Regional Office Personnel Processing Unit of this change. The change will be effective the beginning of the first full pay period after receipt of such notice by the servicing Payroll Office. Such changes may not be effected more than twice in a 12-month period. [Amended December 1, 2005.]
- (5) Allotments will be effective at the beginning of the first full pay period after receipt of properly completed SF-1187's by the designated Management official. [Amended December 1, 2005.]

- (6) The Union will promptly notify the designated Management official, in writing, when a member of the Union is expelled or ceases to be a member in good standing. [Amended December 1, 2005.]

- (7) The Employer agrees to have the designated Management official prepare a bi-weekly remittance check at the close of each pay period for which deductions are made and forward it to the Treasurer of the Union. The check will be for the total amount of dues withheld for that pay period. The Employer also agrees to deduct all back dues from employees for whom allotments had been temporarily stopped due to insufficient income during a pay period, if authorized by the employee. [Amended December 1, 2005.]

- (8) The President of the Union will immediately notify, in writing, the designated Management official of any change in name and/or address of the Treasurer of the Union. [Amended December 1, 2005.]

- (9) The Employer will submit, with the remittance check, a listing of the members and amounts withheld.

10.2 - (1) A member may voluntarily request revocation of his/her allotment for the payment of dues at any time by initiating an SF-1188 (Cancellation of Dues) and submitting it to the designated Management official. The Employer shall provide the Union appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose. [Amended December 1, 2005.]

Except as provided under subsection (1) of this Section, any such allotment may not be revoked for a period of 1 year from

the date of authorization by the member of allotment for payment, of said dues.

(2) An allotment under subsection (1) of this Section for the deduction of dues with respect to any member shall terminate when--

(a) the Agreement between the Employer and the Union ceases to be applicable to the member, or

(b) the member is suspended or expelled from membership in the Union.

Failure of the Employer to process an SF-1188 will not result in any financial liability on the part of the Union for the dues which were improperly withheld.

ARTICLE XI

USE OF OFFICIAL FACILITIES

11.1 - (1) The Employer shall provide one-quarter of designated bulletin board space for Union purposes. Bulletin boards shall be so located as to be accessible to employees.

(2) All material placed on the board shall be on its face clearly identified as belonging to the Union. The Union shall maintain the bulletin board space at all times.

11.2 - The Employer shall permit Union officials to distribute' Union-sponsored information on the Department's premises in work areas to individual employees during lunch time and regularly schedule breaks, as well as before and after working hours. This distribution will not be done in a disruptive manner.

- 11.3 - Upon request and to the extent, space is not at the time being used for other purposes, the Employer shall make available meeting space for the Union's scheduled meetings, and special meetings before or after working hours and during lunch periods. Private space, when available for individual Union representative/employee discussion, shall be arranged on ad hoc basis by verbal request. When the request is of an emergency nature, priority shall be given to the Union request in making space available.
- 11.4 - Union representatives may use available telephones for performing local Office representation functions. The cost of improperly dialed calls will be borne by the Union. [Amended December 1, 2005.]
- 11.5 - Upon request, the Employer shall provide to the Union personnel data which is normally maintained, readily available, and not prohibited by law and which does not constitute guidance, advice, Counsel, or training provided for Management officials or supervisors.
- 11.6 - The Employer agrees to make available to the Union and employees, Office of Personnel Management and Merit System Protection Board publications, including regulations, supplements, and classification standards. Upon request, the Employer will provide the Union with one copy of all current agency and Detroit and Flint Offices policy directives, regulations, etc., relating to unit employees or their working environment, and one copy of all agency and/or Detroit and Flint Offices memoranda, instructions, reports or listings relative to the Labor-Management Relations Program. In cases where the material is not available in the Detroit and Flint Offices, the Employer shall make a reasonable effort to obtain it. [Amended December 1, 2005.]

11.7 - The Employer shall furnish, upon request by the local Union official and if available, two file cabinets and suitable space for placing the file cabinets. The Union also shall have access to a typewriter and computer to the extent available. The use of the photocopier will be limited to a maximum of 300 copies quarterly on paper provided by the Union. The contents of this reproduction will contain nothing derogatory to the Employer.

11.8 - The Employer shall conduct an Orientation Program to provide information to each new employee concerning agency programs and missions, and the employee's right, to Union representation under the Act and this Agreement. A representative of the Union shall be afforded a period of time to speak at, orientation sessions.

11.9 - The Employer shall furnish the President of the Union the following information regarding all new employees of the unit, within 1 month of the effective date of employment:

(1) Full name.

(2) Position title and grade.

(3) Organizational location.

(4) Date entered on duty.

11.10 - Copies of this Agreement, will be furnished to all bargaining unit employees; management personnel and all new employees. Fifteen (15) copies of the Agreement will be furnished to the Union for its use. The cost of preparation and printing this Agreement shall be borne by the Employer.

ARTICLE XII
SAFETY AND HEALTH

12.1 - The Employer shall provide and maintain, in conformance with all applicable laws, rules and regulations, including E.O. 12196 and Handbook 791.1-REV.1, safe and healthful working conditions for all employees. The Employer shall designate a safety and health representative. The designated representative is responsible for reporting any unhealthy, hazardous or unsafe working conditions to the appropriate Management official. The Employer shall initiate and promptly pursue to completion appropriate action to see that unhealthy or unsafe working conditions are corrected.

12.2 - Any employee who is assigned duties which reasonably could endanger health or well-being may notify the supervisor of the situation. Under hazardous or emergency conditions, a designated Union representative shall be contacted to appraise the situation and consult with the Employer in determining the appropriate relief.

The, Employer agrees to ensure, to the extent possible, adequate lighting and ventilation in work areas and shall not require employees to work in overly crowded, dark or inadequately ventilated areas. Regarding the adequacy of light, ventilation and space in any work area, corrective action, to the extent possible, will be taken by the Employer based on information and standards supplied to the Health and Safety Committee.

Whenever- unsafe or unhealthy working conditions cannot be abated promptly, the Employer, with recommendations from the Safety and Health Committee, shall develop an Abatement Plan setting forth a timetable for abatement and a summary of interim steps to protect employees. When abatement is dependent upon GSA, the employer will seek assistance from GSA, in preparing the plan.

12.3 - Employees should report to their supervisor immediately all injuries or illnesses which occur on the job; no matter how slight. The Employer will, as soon as possible, explain to the employee his/her rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Programs (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of the completed forms.

The Employer shall process and promptly forward to OWCP, employee and Employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim.

12.4 - A Safety and Health Committee, consisting of bargaining unit employees and representatives of the Employer, shall inspect the office facilities quarterly. Recommendations by the team shall be given prompt consideration by the Employer. Should any unsafe conditions be determined dangerous to life and limb and the repairs necessary to correct the unsafe condition(s) are of such an extensive nature that remedial measure cannot be made to render the area safe, the employee shall not be exposed to the hazard. Alternate accommodations shall be made until the area is made safe.

The Safety anti Health Committee shall confer on an ongoing basis with handicapped employees to assure that reasonable accommodations to their handicaps are met under both normal and hazardous conditions.

12.5 - Since it is of infinite benefit to the Employer to have employees in top physical and mental condition, the Employer agrees to adhere to the provisions of 5 USC 7901, and the OPM Employee

Health Services Handbook. Participation in this program shall be voluntary; however, both the Employer and the Union shall encourage employee participation in the program. Employees' time spent for examinations, immunizations, etc., pursuant to the program shall be considered as official duty time. [Amended December 1, 2005.]

12.6 - Health Benefits Open Season

The Employer acknowledges the importance of distributing literature in a timely fashion to all Employees during Open Season. Therefore the Employer agrees to inform the Union immediately upon receipt of any literature and strive to disseminate that information to Employees with Union assistance, if necessary.

12.7- The Employer acknowledges the importance of distributing literature in a timely fashion to all employees during the open season regarding Flexible Spending Accounts. {Amended December 1, 2005.]

ARTICLE XIII

DISCIPLINE

13.1 - (1) A disciplinary action is defined as any Employer action that causes anything critical of an employee to be placed in his/her personnel folder, including written admonishments and reprimands, and suspensions of up to 14 days. The least degree of disciplinary action likely to correct the problem shall be taken.

(2) No employee shall be the subject of a disciplinary action except for just, and sufficient, cause as will promote the efficiency of the Employer.

- (3) At any meeting between an employee and the Employer, which the employee reasonably believes may result in disciplinary action, the employee shall have the right to a Union representative as provided for in Article III. The Employer shall inform the employee of his/her right to representation by the Union.
- (4) When a supervisor is considering disciplinary action, he/she will inform the employee within 30 days of the incident in question, or within 30 days after the supervisor knew about the incident.

13.2 - If the Employer proposes to suspend an employee for 14 days or less the following procedures shall apply:

- (1) The Employer shall provide the employee with at least 10 days advance written notice, stating the reasons for the proposed action. Such notice shall include:
 - (a) the specific reasons for the proposed action;
 - (b) the name of the official to whom the employee may respond;
 - (c) that the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
 - (d) that the employee may be represented by a NFFE representative, an attorney or other representative, and
 - (e) the employee's status during the notice period.

- (2) The proposed action will not be executed until the procedure outlined in this Article has been completed.
- (3) The employee may respond orally and/or in writing within 7 work days of receipt of notice, including the opportunity to furnish affidavits and/or other documentary evidence in support of the response. Extensions to this time period may be granted if requested by an employee or designated representative.
- (4) In responding under this Article, the employee may be represented by an attorney or other representative.
- (5) The Employer shall issue a final written decision within 30 calendar days of the response, stating the specific reasons, including a statement of the employee's entitlement to grieve as provided for in Article VIII. [Amended December 1, 2005.]
- (6) Copies of the notice of proposed action; the answer of the employee if written; a summary thereof if made orally; the notice of decision and reasons therefore, and any order effecting the suspension, together with any supporting material, shall be maintained by the Employer and shall be furnished to the employee affected. Copies shall be furnished to the Merit Systems Protection Board upon its request.

13.3- If the Employer issues a reprimand, the following procedure shall apply:

- (1) The reprimand shall include specific language as to the reason(s) for the action.

- (2) The employee shall have 7 days to respond in writing to the reprimand.
- (3) The Employer shall consider the employee's response and provide a written reply to the employee indicating whether or not the employee's response contained sufficient mitigating information to withdraw the reprimand.
- (4) The action is grievable.

13.4 - If the Employer issues a written admonishment, the following procedure shall apply:

- (1) The admonishment shall include specific language as to the reason(s) for the admonishment.
- (2) Such admonishment shall be retained by the supervisor for a period not to exceed 1 year.

13.5 - This Article does not apply to employees (1) in the excepted service, or (2) who are serving a probationary or trial period under an initial appointment, or (3) who have not completed 1 year of continuous employment in the same or similar position(s) other than a temporary appointment limited to 1 year or less.

13.6 - This Article is subject to applicable laws and Government-wide regulations.

ARTICLE XIV
ADVERSE ACTIONS

14.1 - (1) An adverse action for the purposes of this Article is defined as:

- (a) a removal;
 - (b) a suspension for: more than 14 days;
 - (c) a reduction in grade;
 - (d) a reduction in pay, and
 - (e) a furlough of 30 days or less.
- (2) In addition to other statutory and regulatory exclusions, this Article does not apply to actions based on unacceptable performance.
- (3) When a supervisor is considering adverse action, he/she will inform the employee within 30 days of the incident in question, or within 30 days after the supervisor knew about the incident, or upon completion of an official investigation.
- (4) No employee shall be subject to an adverse action, except for Just and sufficient cause as will promote the efficiency of the Employer.
- (5) At any meeting between the employee and the Employer official, which the employee reasonably believes may, result in adverse action, the employee shall have the right to a Union representative as provided for in Article III. The Employer shall inform the employee of his/her right to representation by the Union.

14.2 - In all cases of proposed adverse actions, an employee is entitled to:

- (1) At least 30 days' advance written notice of the action, unless there is reasonable cause to believe the employee has committed a crime for which a sentence of imprisonment may be imposed. This notice shall state the reasons for the proposed action. Such notice shall include:
 - (a) the specific reasons for the proposed action;
 - (b) the name of the official to whom the employee may respond;
 - (c) that, the employee may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
 - (d) that the employee may be represented by a NFFE representative;
 - (e) the employee's status during the notice period, and
 - (f) that the employee and/or representative shall be granted a reasonable amount of official time to receive copies of, and review the material relied on to support the reasons in the notice; to secure affidavits or other written statements, and to prepare an answer to the notice.
- (2) The proposed action will not be executed until the procedure outlined in this Article has been completed.
- (3) At least 15 work days to respond orally and/or in writing, including the opportunity to furnish affidavits and other documentary evidence in support of the response. Extensions to this time period shall be granted if requested in writing

by-an employee or designated representative for demonstrated and valid reason.

- (4) Be represented by an attorney or other representative.
- (5) Copies of all the materials relied on to support the reasons in the advance notice of proposed adverse action.
- (6) A written decision and the specific reasons therefore at the earliest practicable date.

14.3 - An employee against whom an adverse action is taken under this Article is entitled to appeal to the Merit Systems Protection Board, or may grieve under the negotiated grievance procedure of this Agreement.

14.4 - (1) This Article does not apply to an employee:

- (a) who is serving a probationary or trial period under an initial appointment; or
- (b) who has not completed 1 year of current, continuous employment other than a temporary appointment limited to 1 year or less; or
- (c) who is in the excepted service, other than a preference eligible.

(2) This Article does not apply to:

- (a) a Reduction-In-Force (RIF) action, or
- (b) a reduction in grade of a supervisor or manager who has not completed the probationary period if the reduction

is to the grade held immediately before becoming the supervisor or manager.

ARTICLE XV.

UNACCEPTABLE PERFORMANCE

15.1 - (1) Subject to the provisions of this Article and applicable law, the Employer may reduce in grade or remove an employee, for unacceptable performance.

(2) An employee whose reduction in grade or removal is proposed for unacceptable performance is entitled to:

(a) a 60-day advance written notice of the proposed action which identifies:

1. specific instances of unacceptable performance by the employee on which the proposed action is based;

2. the critical elements of the employee's position involved in each instance of unacceptable performance, and

a. that the employee has a 60-day period to bring performance to a satisfactory level;

b. how the work supervisor will assist the employee in that effort;

c. what the employee must do to bring performance to a satisfactory level in the 60-day period, and

d. that the employee's performance will be re-evaluated at the end of the 60-day period.

3. the notice period under this Section shall be amended to include any regulations published by the Department during the term of this Agreement providing for extensions of the notice period.

(b) be represented by an attorney or other representative;

(c) a reasonable time, but no more than 15 work days, to answer orally and/or in writing. Extensions to this time period shall be granted if requested in writing by an employee or designated representative for demonstrated and valid reason, and

(d) a written decision which:

1. specifies the instances of unacceptable performance by the employee on which the reduction in grade or removal is based;

2. unless proposed by the Secretary, has been concurred in by an employee who is in a higher position than the employee who proposed the action, and

3. addresses the efforts, if any, the employee has made to improve his/her deficiencies, or how these efforts have fallen short.

15.2 - The decision to retain, reduce in grade, or remove an employee:

(1) Shall be made within .30 days after the date of expiration of the notice period, and

(2) In the case of a 'reduction in grade or removal, may be based only on those instances of unacceptable performance by the employee:

(a) which occurred during the 1-year period ending on the date of the notice under this Article, and

(b) for which the notice and other requirements of this Article are complied with.

15.3 - If, because of performance improvement by the employee during the notice period, the employee is not reduced in grade or removed, and the employee's performance continues to be acceptable for 1 year from the date of the advance written notice provided under this Article, any entry or other notation of the unacceptable performance for which the action was proposed under this Article shall be removed from any Employer record relating to the employee.

15.4 - This Article does not apply to:

(1) A reduction in grade previously held by a supervisor or manager;

(2) A reduction in grade or removal of an employee who is serving a probationary or trial period under an initial appointment or has not completed 1 year of current, continuous employment under other than a temporary appointment limited to 1 year or less, or

(3) A reduction in grade or removal of an employee in the excepted service who has not, completed 1 year of current, continued employment in the same or similar positions.

ARTICLE XVI

POSITION CLASSIFICATION AND PERFORMANCE APPRAISAL

16.1 - The Parties agree to the principle of equal pay for equal work. Complete and accurately written position descriptions are two procedures available for the realization of this principle. Therefore, the Employer shall maintain a written, accurate, complete and numbered position description for each employee. Position descriptions of the same title, series, grade and identical assignments under the same supervisor, as defined in Public Law 95-454, shall, to the extent practicable, be uniform. The Employer shall provide each employee a complete, accurate and current copy of his/her position description.

The description shall reflect, the significant recurring duties assigned to the employee and shall be reviewed annually.

The phrase "performs other duties as assigned" in an employee's position description shall not be construed to require the employee, to perform regularly recurring duties outside his/her regular field of work (duties that should be included in the employee's position description). Any employee in the unit who feels that he/she is performing duties outside the scope of the position description or that, his/her position is inaccurately described or classified, may request, through the immediate supervisor, that, the position description be reviewed. The Employer shall conduct a review of the, employee's duties and responsibilities within 30 days to determine the, proper description. Any revised description will be sent for classification determination. If this action does not resolve the situation, the employer will request that a desk audit be performed in a timely fashion. [Amended December 1, 2005.]

16.2 - The Department's performance appraisal system, to the extent practicable, provide a fair, accurate and objective evaluation of Job performance. Each employee's evaluation shall be directly related to his/her official duties. Management shall provide assistance to employees in meeting performance standards.

16.3 - Critical elements shall be based on the duties contained in the official written description of the employee's position. To the extent practicable, critical elements should be related to the grade controlling duties of a position. Standards used for the evaluation of performance shall be fair, valid, objective, reasonable and directly related to the employee's official position description. They shall be developed and applied in a fair and equitable manner.

To the maximum extent feasible, each employee should participate in establishing his/her critical elements and performance standards. This shall include the right of the employee to meet with his/her supervisor to discuss the critical elements and performance standards.

The final responsibility for establishing critical elements and performance standards is the supervisor's.

Amendments may be made during the rating year, and these amendments should be noted with the Parties' initials. Employees will not be evaluated on standards until the employee has been aware of the standards for at least 90 days.

16.4 - The Employer shall make a sincere effort to assist the employee in improving his/her performance to a satisfactory level. To this end, the Employer shall give employees a written warning at least 30 days before issuing any statutory notice of proposed action in accordance with Article XIV, identifying shortcomings in the

employee's, performance and suggesting ways for the employee to improve the quantity and quality of work in order to more satisfactorily perform duties at expected levels. In no case shall the decision to take action be based on matters not stated in the: proposed notice.

16.5 - Union representatives shall not be penalized in their rating for carrying out their labor management representational functions under the terms of this Agreement and the, provisions of Public Law 95-454. Reasonable workload adjustments shall be made by supervisors and higher Employer officials in order that Union representatives may carry out their functions.

16.6 - The Employer shall inform the Union of any and all studies it conducts bearing on performance appraisals. The Employer shall also inform the Union of any Department-wide changes in performance standards.

16.7 - Employees who are detailed to classified positions or reassigned to another position shall be furnished a copy of the position description. The critical elements and performance standards shall be discussed with the employee upon detail or reassignment.

16.8 - New employees shall be informed of all critical elements and performance standards as part of their initial orientation.

ARTICLE XVII

POSITION CLASSIFICATION REVIEW

17.1 - The Union will be notified in writing whenever a unit is scheduled for a position management review. Prior to any position review, employees will receive, upon request, copies of their position descriptions and classification standards.

17.2 - Audit findings will be discussed with the employee occupying an audited position, with a written copy of the audit given to the employee upon request. The Union will be notified specifically of a final determination that a position in the bargaining unit is overgraded or undergraded. An employee who does not agree with the determination has the right to appeal the decision to Regional Office and/or Office of Personnel Management (OPM) per HUD Handbook 511.2-REV.

ARTICLE XVIII

AWARDS

18.1 - The Employer and the Union recognize that various employees at all levels make outstanding achievements and significant contributions to the mission of the Employer and to constructive labor-management relations. The Employer and the Union agree that it is to the benefit of both Government and Labor to recognize employees who make such achievements and contributions.

18.2 - At least, annually, the Employer will schedule a public presentation to recognize recipients of awards.

ARTICLE XIX

MERIT PROMOTION AND INTERNAL PLACEMENT

19.1 - **General.** This Article sets forth the merit promotion and internal placement policy and procedures to be followed in staffing positions within the bargaining unit. The parties agree that the provisions of this Article shall be administered by the parties to ensure that employees are evaluated and selected solely on the basis of merit in accordance with valid job-related criteria. Management agrees that it is desirable to develop or utilize programs that facilitate the career development of tree Department's employees. To that end, Management shall consider

filling positions from within the Department and developing bridge and/or upward mobility positions, where feasible, to help promote the internal advancement of employees.

19.2 - **Equal Employment Opportunity.** The parties agree that the staffing of all positions within the bargaining unit, shall be accomplished without regard to political, religious, or labor organization affiliation or no affiliation, marital status, race, color, sex, national origin, no disqualifying disability or age.

19.3 - **Definitions.** The following words and phrases shall have the meanings indicated for the purposes of the application of this Article:

(1) **Position Change.** A promotion, demotion, or reassignment made during an employee's continuous service within the Department.

(2) **Promotion.** The change of an employee, while serving continuously within the Department:

(a) To a higher grade when both the old and new positions are under the General Schedule or under the same, type graded wage schedule; or

(b) To a position with a -higher rate of pay when both the old and the new positions are under the soma type upgraded wage schedule, or in different pay method categories,

(3) **Demotion.** The change of an employee, while serving continuously within the Department:

- (a) To a lower grade when both the old and the new positions are under the General Schedule or under the same type graded wage schedules: or
 - (b) To a position with a lower rate of pay when both the old and the new positions are under the same type ungraded wage schedules, or in different pay method categories.
- (4) **Reassignment.** The change of an employee from one position to another without promotion or demotion.
- (5) **Area of Consideration.** The area in which an intensive search is made for agency candidates who are eligible for consideration in a specific competitive placement action.
- (6) **Career Ladder.** A series of positions of increasing complexity and at successively higher grades in the same line of work, through which employees may progress from entrance levels to the full-performance, or Journey level. A career ladder may exist within one (1) organizational unit or it may crass organizational lines.
- (7) **Full-Performance Level.** The target or journey level in a specific occupational career ladder.
- (8) **Known Promotion Potential.** The projected full-performance level of a position to which an employee may be non-competitively promoted based on a prior selection through competitive procedures.
- (9) **Career Promotion.** A promotion without current competition when:

- (a) The employee was previously appointed or competitively selected for an assignment intended to prepare him/her for the position currently being filled.
 - (b) The employee's position is reclassified to a higher grade because of additional duties and responsibilities.
 - (c) The employee's position is upgraded without significant change in its duties and responsibilities due to issuance of a new classification standard or the correction of a prior classification error.
- (10) **Job Analysis.** The systematic process of analyzing the duties of a position to identify the knowledges, skills, abilities and other characteristics (KSAOs) required for successful job performance.
- (11) **Crediting Plan.** An evaluation method, based on job-related criteria developed through job analysis, to:
- (a) Rate candidates qualifications; and
 - (b) Rank candidates for referral in a competitive placement action.
- (12) **Qualified Candidates.** Those candidates who meet the minimum Office of Personnel Management (OPM) Qualification Standards for a position and, also, any appropriate selective placement factors. (Amended December 1, 2005.)
- (13) **Best Qualified Candidates.** Those candidates whose qualifications are clearly superior when compared with other qualified candidates for the position to be filled, and who

are referred to the selecting official on a competitive placement certificate.

(14) **Selective Placement Factor.** A selective placement factor is a knowledge, skill, ability or other characteristic in addition to the basic qualification standard that is essential for satisfactory performance on the Job. The following are examples of appropriate selective factors for determining eligibility when the factors are- essential for successful Job performance:

- (a) Ability to speak, read, and/or write a language other than English;
- (b) Knowledges and abilities pertaining to a certain program or mission, when these cannot readily be acquired after selection; and
- (c) Ability in a functional area (for example, ability to evaluate alternative ADP systems).

(15) **Competitive Placement Certificate.** A list of the best qualified candidates identified through competitive placement procedures, for use by a selecting official in filling a vacancy.

19.4 - **Notification to Union of Staff Vacancies.** As a bargaining unit position becomes available, Management agrees to notify the Union within ninety (90) days of its intent to staff or cancel the vacancy.

19.5 - **Simultaneous Consideration in Filling Unit Vacancies.** Management agrees to provide simultaneous selection consideration of:

- (1) Properly ranked and certified candidates for either immediate or potential promotion, identified through the competitive procedures of this Article; and
- (2) Qualified candidates eligible for appointment from an OPM or DEU/PAC-register, by reinstatement or-by transfer.

Simultaneous consideration shall not, apply to the filling of positions with no greater promotion potential than GS-4, as well as critical shortage or hard to fill positions identified by the Office of Personnel Management.

Consideration of candidates from appropriate sources outside the Department shall not be required-except at Management's option.

19.6 - Actions Covered by-Competitive Procedures. Competitive placement procedures shall apply to the following types of personnel actions concerning bargaining unit positions:

- (1) Promotions, unless excluded by Section 19.7;
- (2) Temporary promotions exceeding eighty-nine (89') days;
- (3) Details to higher graded positions or to positions 'with known promotion potential for more than eighty-nine (89) days;
- (4) Selection for training which is given primarily to prepare an employee for advancement and is required for promotion;
- (5) Reassignment or demotion to a position with more promotion potential than the employee's current position;

- (6) Transfer from another Federal agency to a higher grade position; and
- (7) Reinstatement to a permanent or temporary position at a higher grade than they last no temporary position held in the competitive service.

19.7 - **Actions Not Covered by Competitive Procedures.** Nothing in this Agreement shall preclude the selection or placement of a person entitled to a higher order of consideration by law or Governmentwide rule or regulation. In addition, the following actions are specifically excluded from coverage of the competitive placement procedures of this Agreement:

(1) **Appointments.**

- (a) Appointment from, an Office of Personnel Management register or a register under the Department's delegated examining and/or Schedule B appointment authority process for the Office of Personnel Management;
- (b) Reinstatement to the same or lower grade than the last-held permanent grade;
- (c) Reinstatement from the Department's Reemployment Priority List (RPL) for a position at a higher grade than the one last held in the competitive service;
- (d) Transfer to the same or lower grade from another Federal agency;
- (e) Conversions to competitive appointment of an employee who has successfully satisfied the specific requirements

of a special, employment program.
programs include:

Examples of such

Cooperative Education;
Veteran's Readjustment;
Selective Placement; and
Presidential Management Intern.

(f) Action to fill a position which has no greater promotion potential than GS-4.

(2) Position Changes - Permanent.

- (a) Reassignment or demotion, to a position, with no greater promotion potential than the employee's current position; including to a position that might require a -training plan and/or qualifications waiver;
- (b) Career promotion resulting from the upgrading of a position without significant changes in the duties and responsibilities due to issuance of a new classification standard or the correction of an initial classification error;
- (c) Career promotion resulting from-an employee's position being reclassified at a higher grade because of additional duties and responsibilities;
- (d) Career promotion without current competition when an employee was previously appointed or competitively selected for an assignment intended to prepare the employee for the position to be filled;

- (e) Repromotion to a grade or position from which an employee was demoted without personal cause and not at his/her request;
- (f) Promotion resulting from priority consideration granted because of failure in the past to receive proper placement consideration;
- (g) Promotion through career ladders after employees are converted from a special employment program to career or career-conditional;
- (h) A position change permitted by reduction-in-force regulations;
- (i) Placement of an employee who failed to satisfactorily complete a supervisory/managerial probationary period; and
- (j) Permanent promotion of an employee competitively selected for temporary assignment, provided the initial announcement stated that a permanent promotion could result.

(3) Position Changes - Temporary.

- (a) Temporary promotions of eighty-nine (89) days or less; and
- (b) Details of eighty-nine (89) days or less to higher-graded positions or to positions with known promotion potential.

19.8 - **Locating Candidates and Publicizing Vacancies.** Vacancies in the bargaining unit which are to be filled by competitive placement procedures shall be announced and posted in the area of consideration. The procedures described below shall be followed:

(1) **Area of Consideration.** The minimum area of consideration shall be:

- (a) Department-wide: GS-14 and above;
- (b) Region-wide or throughout Headquarters: GS-13; and
- (c) Local Commuting Area: GS-12 and below.

When the minimum area of consideration does not generate an adequate number of candidates, or to fill vacancies that are hard to fill, it may be expanded at the discretion of the servicing personnel office.

(2) **Vacancy Announcements.** Vacancy announcements shall include the following information:

- (a) Announcement number and opening and closing dates;
- (b) Title, series and grade of the position;
- (c) Number of vacancies to be filled;
- (d) Geographic and organizational location;
- (e) Summary statement of the principal duties and responsibilities;

- (f) Minimum Office of Personnel Management (OPM) qualifications and eligibility requirements;
- (g) All selective placement factors;
- (h) Summary statement of the evaluation method and criteria, including relative weights, to be used to rate and rank candidates. The criteria shall be expressed in terms of knowledges, skills, abilities= and ' other ' characteristics (KSAOs);
- (i) Description of known promotion potential, if any;
- (j) Permanent or temporary nature and, if temporary, the duration and whether the assignment can be made permanent
- (k) The area of consideration;
- (l) Coverage of position under the Fair Labor Standards Act (FLSA);
- (m) Whether or not position is in the bargaining unit;
- (n) Where additional information may be secured;
- (o) Where applications should be sent and what they should include;
- (p) Written examinations to be used, if any;
- (q) A statement on Equal Employment Opportunity;
- (r) A statement on smoking restriction; and

(s) Where applications can be accepted or submitted.

(3) Posting Periods.

(a) The number of calendar days that a vacancy announcement is open shall be determined by its area of consideration. The opening and closing dates shall be specified on the vacancy announcement.

(b) Positions advertised Department-wide shall be open a minimum of twenty-one (21) calendar days.

(c) Positions advertised Headquarters-wide or Region-wide shall be open a minimum of fourteen (14) calendar days.

(d) Positions advertised within an area of consideration smaller than those specified above shall be open to a minimum of fourteen (14) calendar days.

(e) Open continuous announcements, without specific closing dates, may be used to advertise recurring vacancies.

(4) Reporting, Extension or Cancellation.

(a) If a vacancy announcement has been posted and any significant information is later found to have been omitted or in error, an amended announcement shall be reported (citing the changes) and whether or not the original applicants must refile in order to be considered. Posting periods shall be adjusted, if necessary.

(b) Extension of the closing date of an announcement shall be done by an amendment to the original announcement.

(c) Cancellation of an announcement shall be done by an amendment to the original announcement. The reasons for cancellation shall be noted on the amended announcement.

(5) **Posting Vacancy Announcements.** When positions are advertised, Management agrees to post vacancy announcements for both unit and nonsuit positions on bulletin boards or other appropriate places within the area of consideration. It is further agreed that a copy of each vacancy announcement (including DEU/PAC) shall be provided to the designated Union official. These provisions also apply to vacancy announcements which are reposted, extended or canceled.

19.9 - Employee Applications.

(1) **Filing an Application.** To be considered for, a vacancy, an employee must file an application (Personal Qualifications Statement, SF-171) with the servicing personnel office responsible for staffing the vacancy or with the local office where the vacancy is located.

(2) **Full and Complete Information.** An employee is responsible for providing full and complete information, in writing, on his/her application for a posted vacancy, as follows:

(a) The employee should identify the announcement number and position title.

(b) The employee should describe experiences, awards and performance ratings as they relate to (each of the) knowledges, skills, abilities and other characteristics

(KSAOs) for the vacancy, in a supplemental qualification statement.

(c) The employee shall describe any training or outside activities related to the vacancy.

(d) All pages of the most recent performance appraisal shall be submitted.

(e) The employee shall give organization location, and/or home address, home and/or work telephone number, and shall sign and date the application

(f) Other information required by the announcement.

(3) Failure to Provide Information. Failure to provide any necessary and relevant information such as SF-171s, Supplemental Qualifications Statements, and latest performance appraisals, etc., required by the vacancy announcement, shall be disqualifying.

(4) Time Limits. Applications forwarded in response to individual announcements shall be accepted if they are received in the servicing personnel office staffing the vacancy by close of business (COB) of the last open day of the announcement or the

COB in the local office where the vacancy is located.

19.10 - **Evaluation of Candidates.**

(1) Determining Basic Eligibility. The minimum Qualification Standards (X-118) prescribed by the Office of Personnel Management and, in addition, selective placement factors, if any, identified as essential to satisfactory job performance,

shall be used to determine basic eligibility of candidates for competitive placement consideration.

(a) The minimum qualification standards and selective placement factors, for a position to be filled by competitive placement procedures, shall be stated in the vacancy announcement.

(b) Candidates -who shall meet all requirements within thirty (30) calendar days after the closing date of the-vacancy shall be considered qualified and eligible for further consideration.

(c) Ineligible applicants shall be promptly notified in writing of the reasons for their ineligibility.

(2) **Criteria for Evaluation of Candidate Qualifications.** The evaluation process shall be based on a comparison of the qualified candidates' qualifications against a set of job-related criteria that have been developed for the position to be filled.

(a) Job-related criteria shall go beyond the minimum standards for basic eligibility and-shall be expressed in terms' of the spec-if is knowledges, skills, abilities, and other characteristics (KSAOs) that, shall -be used to distinguish BEST QUALIFIED candidates from a group of QUALIFIED applicants.

(b) Evaluation criteria shall be identified through analysis of the duties and 'responsibilities of the position to =b4 filled or of a group of related positions having common characteristics and no critical differences in duties and responsibilities.

(c) A crediting plan shall be developed by Management for the position to be filled. It shall specify how each knowledge, skill, ability and other characteristic (KSAU) is to be measured and the credit levels for each. The plan must equate the quality of candidates' possession of essential KSAOs to specific credit levels.

(d) A candidate's rating shall be determined on the basis of relevant Job-related information derived from a specific combination of the following sources:

SF-171, Personal Qualifications Statement;

Supplemental Qualifications Statements;

Supervisory Appraisals;

Structured interviews; and

Written aptitude/ability tests (if required by the Office of Personnel Management).

(3) Rating and Ranking of Candidates and Certificates.

(a) Rating is the process of evaluating the qualifications of QUALIFIED candidates by use of a crediting plan to identify those who are QUALIFIED in terms of the KSAOs of the position to be filled.

(b) Ranking is another step in the candidate evaluation process involving the comparison of QUALIFIED candidates based on rating with each other to determine if there is a natural break. Those who clearly stand out are the BEST QUALIFIED.

(c) Candidates may be rated and ranked utilizing a merit staffing panel. However, when there are fewer than ten

(1-C1) qualified candidates in Headquarters and Regional Offices and fewer than six (6) qualified candidates in Category A, B, or C Offices at any one grade level, the personnel specialist shall apply the crediting plan to determine the best qualified candidates to be referred to the selecting official; a panel shall not be convened. If there are five (5) or fewer qualified, the personnel representative shall forward all candidates to the selecting official without the need to rate or rank.

(d) Merit Staffing Panel

1. If a merit staffing panel is used, the selecting official shall not be a member of the panel.
2. Members of the panel must evaluate candidates in accordance with the applicable crediting plan. They must take into consideration all job-related information derived from the application forms, supplemental qualifications statements, supervisory appraisals; and, if used, structured interviews and/or written tests. If necessary, the panel may ask the personnel specialist for clarification/verification of the information on any candidate.
3. Ratings of applicants may be done Jointly, or individually, and then averaged. Ratings shall be sufficiently documented in order to reconstruct the action.
4. Determination of the number of BEST QUALIFIED candidates referred shall be based on a natural break between the relative ranking of QUALIFIED candidates.

Normally three to five names shall be submitted to the selecting official. The lowest ranking candidate above the break should be able to perform the Job with substantially equal success as all candidates with higher scores.

a. In case of ties, candidates with the same numerical ranking shall be considered as one referral and all such candidates shall be referred. When a selecting official has more than one vacancy to fill, two (2) additional names may be added for each vacancy.

(4) Extending the Search. Ordinarily, the search may be extended if there are less than three (3) BEST QUALIFIED candidates and the search is likely to increase this number in a reasonable period of time.

(5) Additions to the Certificate. In the event of declinations after referral, additional candidates may be added to the Competitive Placement Certificate in accordance with the general rule as to the number to be referred in 4(a) above.

(6) Validity of Certificate. Certificates are valid for up to sixty (60) days. However, if a selectee declines before assuming the duties of the vacancy, the certificate may be used again to make a selection.

(7) Reuse of Certificate. The same certificate may be used again within sixty (60) days from the date of selection or cancellation for additional identical positions.

19.11 - **Selection Consideration.** Management shall ensure that the evaluation of candidates complies with this Agreement and shall

forward the Competitive Placement Certificate to the selecting official.

(1) **Action by Selecting Official.** The selecting official is entitled to select, or not select, any of the candidates on the Competitive Placement Certificate. The selecting official is expected to make a selection normally within thirty (30) days following receipt of the certificate.

(2) **Interviewing Candidates.**

(a) The selecting official or a designee shall interview all or none of the BEST QUALIFIED candidates referred.

(b) Telephone interviews are acceptable for candidates located outside of the local commuting area.

(c) Supervisors shall release employees for such interviews for the necessary length of time.

(3) **Notification to Candidates.** When a selection is made, the employee shall be notified and a release date arranged by Management. Candidates who were certified but not selected shall be promptly advised of their nonselection by Management and also the name of the selectee.

(4) **Effective Dates of Actions.**

(a) An employee selected for a position shall be released from the former position at the earliest practicable date after approval of the action, but not later than forty-five (45) days from the date of selection.

(b) When an employee is competitively promoted, the effective date of the promotion shall normally be not later than the beginning of the second complete pay period following the date of selection.

19.12 - **Priority Consideration.**

(1) **Definition.** Priority consideration is special placement consideration for an appropriate vacancy given to an employee who did not receive proper consideration in a prior competitive placement case due to a documented procedural, regulatory, or program violation.

(2) **Appropriate Vacancy.** An appropriate vacancy is the next available position for which the employee is interested and fully qualified and which has the same or less promotion potential as the one for which proper consideration was not given.

(3) **Entitlement.** An employee is entitled to only one (1) priority consideration for noncompetitive placement for each instance in which he/she was previously denied proper consideration. An employee shall exercise his/her entitlement to priority consideration for a specific, advertised vacancy by written request to the servicing personnel office staffing the vacancy. If not exercised within two (2) years from official notification, an employee's entitlement to priority consideration shall expire.

(4) **Processing.** The procedure for processing priority consideration(s) shall be:

(a) Before referring a Competitive Placement Certificate to the selecting official, Management shall provide the

selecting official with a list of employees interested and eligible for priority consideration.

- (b) The selecting official shall interview and give bona-fide consideration to those employees on the priority consideration list.
- (c) Management shall notify the employee of nonselection under priority consideration. Nonselection under this Section shall not preclude an employee from subsequent selection from a Competitive Placement Certificate for the same position provided that the employee has submitted all the required application document supplemental statements and performance appraisals.
- (d) Upon request, the employee shall be provided the reasons for nonselection.

19.13 - **Career Ladder Promotion.** Management shall make prompt determinations regarding career ladder promotions of their employees. Management shall notify the employee by his/her anniversary date whether or not a promotion shall be recommended and provide a written explanation if the employee shall be not promoted. A career ladder promotion is dependent on:

- (1) The employee's demonstration of the ability to perform the duties of the next higher grade to the satisfaction -of his/her supervisor. A copy of the promotion criteria shall be given to an employee as he/she enters each level of a career ladder.
- (2) The availability of enough work at the next higher grade.

(3) Meeting the minimum qualification and time-in-grade requirements.

19.14 - **Employee Information.**

(1) **Information, on Certificates.** Upon request, the Union shall have access to information on the certificate not prohibited by-law, or Governmentwide regulation. For purposes of the Privacy Act, the Union shall be considered a party with a need to know when it requests information under this Article.

(2) **Information on Selection.** Quarterly announcements of persons selected for positions within the preceding period shall be posted at the locations at which vacancies are advertised. Copies shall be given to the Union.

19.15 - **Union-Management Review of Competitive Placement Actions.** Upon request, appropriate Union and Management representatives shall review and audit any competitive placement records pertaining to unit employee positions. The disclosure of such information shall not be contrary to Governmentwide rule, regulation, the law, or the Privacy Act. Such reviews shall take place within five (5) days, unless the position was staffed in an office other than the office where the vacancy is located, after Management has received a formal request from the Union following the competitive placement action. The review may be done in the office where the vacancy is located.

19.16 - **Corrective Action.** If a violation of the competitive placement procedures of this Agreement is officially determined to have occurred, Management shall take prompt action to rectify the situation. The nature and extent of the corrective action(s) to be taken shall be determined on the basis of all the facts in a

case, to the equitable and legal rights of the parties concerned, and to the interest of the Government.

ARTICLE XX

DETAILS

20.1 - A detail is the temporary assignment of an employee to a different position for a specified period of time not to exceed 120 days, unless officially extended. A position is not permanently filled by a detail, as the employee continues to be the incumbent of the position from which detailed.

20.2 - Details may only be used to meet emergencies or situations resulting from abnormal workload, changes in mission or organization, or absences of personnel. However, in any situations occasioned by significant changes in workload or changes in mission or organization that would result in detailing of employees, the Employer shall meet with the Union prior to initiating any personnel actions.

The detail procedure shall not become a device to afford certain individuals an undue opportunity to gain qualifying experience or to prevent others from gaining such experience.

20.3 - The Employer will make every effort to detail an employee who possesses the same grade as the detailed position, has appropriate qualifying experience and would not be adversely affected by the detail. If the detailed employee is not qualified for the position, he/she will receive on-the-job training in all the critical elements of the job in order to function effectively in the position.

20.4 - An employee shall receive notification in writing via a memo for a detail lasting 30 days or less, and an SF-50 and memo for longer

details. Receipt by the employee of the memo notification shall occur prior to the effective date of the detail. If the detail results from situations of significant changes in workload or changes in mission or organization, notification shall occur 5 work days prior to the effective date of the detail, except for emergency situations. The Union will be notified of all details exceeding 30 days.

20.5 - Temporary promotions shall be used for details to higher grade positions when the employee meets the qualification requirements for the position (OPM X-118 Standard) and when the Employer determines that the employee can perform the full scope of the position (subject to approval by higher-level authorities). In all instances, the temporary promotion request will be sent to higher level authority at the same time as the detail action.

ARTICLE XXI
REASSIGNMENTS

21.1 - Reassignment means the movement of an employee, while serving continuously within .the same agency, from one position to another without promotion or demotion. Reassignments of employees to different positions shall be effected by the appropriate personnel action.

21.2 - Reassignments will not be used for disciplinary purposes or arbitrary reasons.

21.3 - Employees requesting voluntary reassignments shall receive prompt and fair consideration.

ARTICLE XXII

EQUAL EMPLOYMENT OPPORTUNITY

- 22.1 - There shall- be no discrimination as prohibited under law, rule, or regulation because of race, color, religion, sex, national origin; age, handicap, marital status, or political affiliation. The Parties agree to promote the full realization of Equal Employment Opportunity (EEO) through a- positive and continuing effort.
- 22.2 - When the Affirmative Action Plan for the Detroit Office (HUD) is being developed or revised, the EEO Committee, appointed by the Employer, shall meet to develop recommendations for the Plan. The Committee shall include Union representation. The Committee shall also review the effectiveness of applicable EEO Plans and make recommendations to remedy shortcomings in them.
- 22.3 - When appointing and training EEO Counselors, the Employer shall appoint and train EEO Counselors selected from a list of nominees which shall include the names of any employees who have been nominated by the Union. Counselors shall not be Union officers or stewards.
- 22.4 - Discrimination complaints shall be processed in accordance with statutory procedures and not under this Agreement's grievance-arbitration procedure. At any stage in the presentation of a complaint, including the counseling stage, the complainant shall have the right to be accompanied, represented, and advised by a representative of his own choosing. The complainant shall have a reasonable amount of official time to present his complaint if he is otherwise in an active duty status. If the complainant designates another employee of the agency as his representative, the representative shall have a reasonable amount of official time, if he is otherwise in an active duty status, to present the complaint.

22.5 - The Employer agrees to establish an Upward Mobility Program in consonance with the following:

- (1) Definition: Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level, employees (below GS-9 or equivalent) who are impositions or occupational series which do not enable them to realize their full work potential. Upward Mobility opportunity will be made available on a non-discrimination basis.
- (2) The program shall have an Upward Mobility Coordinator. The Coordinator:
 - (a) is the central point of coordination;
 - (b) shall work with the EEG/Upward Mobility Committee in establishing, effecting, monitoring and revising the program, and
 - (c) shall ensure that all elements of the program fit together and that elements of management (training personnel, evaluation, budget, counseling, and supervisory and management levels) participate in planning and implementing the program,
- (3) Will identify specific jobs which appear suitable to be converted to Upward Mobility positions.
- (4) Will suggest that the hiring branch fill a position at a trainee level.

(5) The program shall make maximum use of skills and potential of employees currently in the agency's workforce. It is not a new-hire program, does not guarantee anything except an opportunity and is not to be limited 'to any one occupational area.

22.6 - The Coordinator must' review all vacancies at` the GS 5-12 (or their equivalent) levels prior to the vacancy being announced. For each vacancy, the Coordinator must give consideration to designating the vacancy as an Upward Mobility position.

22.7 - The following will not be considered `a part of .the Upward Mobility Program:

(1) Career Intern Program:

(2) Cooperative Education Programs

(3) Student Employment Program.

(4) Training for normal staff development or to improve performance in an employee's assigned job.

(5) Outside recruitment programs.

ARTICLE XXIII

EMPLOYEE ASSISTANCE PROGRAM

23.1 - The Employer agrees to continue the Department's Employee Assistance Program (program for troubled individuals, including alcoholism, drug abuse, emotional illness, and other personal problems that may affect Job performance) arid to make employees and supervisors aware of the program. Management shall advertise the program` once a year. The notification shall include a

statement of the purpose of the program and telephone numbers of the program Coordinators and Counselors. Although the existence and functions of counseling and referral programs shall be publicized to employees, no employee shall be required to participate or be penalized for merely declining referral to an available counseling service.

23.2 - Employee participation in the program shall be voluntary.

- (1) The Employer recognizes that medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism and drug abuse, can interfere with an employee's Job performance. Employees with these illnesses shall receive the same consideration as employees who have other illnesses.
- (2) The Employer acknowledges that such problems may be resolved with proper treatment. Appropriate assistance will be offered to help overcome problems. Written communications shall be performed in a manner which protects the confidentiality of the employee.
- (3) A supervisor shall refer to the program any employee who acknowledges having, or is reasonably believed to have, a medical/behavioral problem either of his or her own, or of a family member. UP to 4 hours of administrative leave will be made available for initial assessment and counseling.
- (4) The Parties recognize that the program is designed to deal with problems at an early stage when the situation may be more likely to be correctable. If an employee requests assistance under the program, and participates in the program, the responsible supervisory official shall give

consideration to this fact in determining any appropriate disciplinary and adverse action.

(5) The Employer shall recognize the opinion of the professional to whom the employee is referred in establishing reasonable expectations for recovery.

(6) The program counselor shall inform the employee of his/her right to have a representative present at any discussion of the worker's progress in treatment with the Employer.

23.3 - If an employee requests assistance and is undergoing a prescribed program of treatment and care, sick leave shall be granted and administered in accordance with the provisions of Article XXXII of this Agreement.

23.4 - The confidential nature of medical records of employees with medical/behavioral problems shall be maintained. Neither counselors nor any Employer official shall, reveal the name of a person voluntarily seeking assistance without the employee's written consent.

23.5 - The provisions of HUD Handbook 792.2-REV. shall apply to this Article.

ARTICLE XXIV

TRAINING

24.1 - Training and development of employees within the bargaining unit is a matter of importance and in the public interest? The Employer agrees to provide opportunity for and consider input from the Union in order to maintain forward-looking, effective policies and programs designed to primarily:

- (1) Aid employees in improving performance in current positions.
- (2) Provide career mobility opportunity within the Department.

24.2 - The Employer is responsible for establishing training opportunities to supplement employee's knowledge and skills necessary to perform and to improve the employee's job efficiency. The Employer will provide counseling on career development, opportunities as a part of annual performance reviews.

24.3 - The union may submit comments and recommendations at any time on training opportunities and program development. The Union, upon request, may meet with Employer's representative to resolve training problem areas.

24.4 - The purpose of the Training Committee is to assist the Employer in implementing an Detroit office training policy to assure that training funds are expended in a consistent manner to achieve maximum benefit and to enhance the capability the Detroit Office to meet goals through the increased skills and abilities of its employees.

The scope of the committee is limited to those requests for training which encompass other than HUD program training; i.e., inter-agency training, Office of Personnel Management (OPM) and non-Government training sponsored by universities, colleges, and other private entities initiated at the employee's request.

The committee shall be chaired by a chairperson elected by the committee.

If an employee is required to train a new employee, supervisor shall recognize the training effort in the EPPES review

24.5 - The Employer agrees to make available all employees enrolled in approved training courses academic aids, such as desk calculators and typewriters, if available on the premises of the office at mutually agreeable times.

ARTICLE XXV

LABOR-MANAGEMENT RELATIONS TRAINING

25.1 - The Employer agrees to grant administrative leave to employees who are Union officials and representatives for the purpose of attending Union-sponsored and other training sessions, provided the training is mutually beneficial to the Parties. Administrative leave for this purpose will not exceed 100 hours within a 12-month period. A written request for administrative leave will be submitted at least 2 weeks in advance by the Union President to the Personnel Officer. The request will contain information about the duration, purpose and nature of the training.

25.2 - Management will make available opportunities to Union officials to attend HUD management training if the training is determined to be of mutual benefit to the Employer and Employees.

ARTICLE XXVI

HOURS OF DUTY - ALTERNATE WORK SCHEDULES

Superceded by Supplement No. 9.

ARTICLE XXVII-OVERTIME

27.1- Employees shall be compensated for overtime work in accordance with governing law, rule, and regulation. Fifteen (15) minutes is the minimum period of overtime that may be authorized.

27.2 - Opportunity for overtime assignments will be rotated and equitably distributed among qualified employees in each branch in accordance with their particular skills. Priority will be given to qualified employees within the branch. The steward may consult with the supervisor concerning the assignments of overtime in an effort to keep the overtime work equitable among all employees. Overtime will not be assigned to employees as a reward or penalty. One 15-minute rest break is authorized within each 4-hour period of overtime worked. Employees shall be allowed to take the rest break away from the immediate worksite.

27.3 - In the assignment of overtime, the Employer agrees to provide the employees with advance notice when possible. When work outside of the normal tour of duty is scheduled on a holiday, 7 days' advance notice will be given to the employees affected, where possible.

Overtime can be declined on the basis of medically certifiable reasons and, if requested, a certificate will be produced. In the event an employee does not desire to work overtime, the Employer shall make every effort to accommodate the employee's request to be excused from overtime work provided that another qualified employee is available for the overtime.

The Employer will normally schedule travel during an employee's regular work hours. Employees will not be expected to travel on their own time.

27.4- Compensatory time shall be governed by applicable statutory or regulatory provisions. [Amended December 1, 2005.]

ARTICLE XXVIII
CONTRACTING OUT OF WORK

28.1 - The Employer will give to the Union all known information relating to a proposal to contract out at the earliest possible date.

28.2 - The Employer recognizes the right, of the Union to bargain the impact on employees as-a result of proposals to contract out.

ARTICLE XXIX

OUTPLACEMENT

29.1 - The Employer agrees that in the event, of a Reduction-In-Force (RIF), an active Outplacement Program will be implemented. The aim of this program will be to find a position in the Federal service or in the non-Federal sector for each employee to be terminated, commensurate with that employee's skills, experience and career-goals.

29.2 - Contact will be made with Government (Federal, State, County, Municipal) and private sources to achieve the aim of the program.

ARTICLE XXX

REDUCTION-IN-FORCE

30.1 - This Article governs Reduction-In-Force (RIF). The activities covered in the Article shall be accomplished in accordance with applicable laws, rules, regulations and this Agreement. The Parties recognize the benefit of retaining experienced employees in the case of a RIF. To accomplish this goal, the Employer will restrict new hires and retrain affected employees whenever possible.

30.2 - (1) When it, is determined that a Reduction-In-Force (RIF) is necessary, associated Employer policies or decisions will be transmitted via written notification to the appropriate Union representatives no less than 30 days in advance of the

anticipated issuance date, or as much in advance as possible. Union notification of a RIF will contain the reasons therefor and define the extent of the reduction of general and specific positions affected.

(2) As soon as it is available for disclosure and upon request, the Employer shall provide the Union with all information concerning the matter. If requested, the Union will be given sufficient time and opportunity to review the procedures under which the RIF will be conducted and bargain on the impact upon employees prior to initiation of RIF action by the Detroit Office.

30.3 - (1) An individual employee who is adversely affected by actions stated in this Article shall, as a minimum, be given specific notice not less than 30 days in advance of the effective date.

(2) An individual employee who is separated because of a RIF, shall be given notice at least 30 days in advance of the proposed effective date.

30.4 - The Employer shall attempt to assist employees who request counseling on questions or problems caused by the RIF.

30.5 - Where it can be determined that an employee being separated qualifies for a vacant position or does not qualify for a vacant position but has the capacity to perform the duties of that position in a satisfactory manner within a 90-day period, the employee will be given due consideration for placement in the position.

30.6 - Upon request, the Employer will provide to the Union a written summary detailing specific actions that resulted in specific individual employees) being adversely affected by a RIF.

ARTICLE XXXI

GRADE AND PAY RETENTION

31.1 - This Article governs grade and pay retention. Activities under this Article shall be in accordance with this Agreement, except as modified by applicable laws, regulations or other authorities.

31.2 - All employees, except those who have temporary or term appointments, are entitled to retain their grade for 2 years when, through no fault of their own, they are placed in a lower grade position because of reclassification action or application of Reduction-In-Force procedures, providing the following criteria are met:

- (1) If an employee's position is reclassified to a lower grade, the position must have been classified at the higher grade for at least 1 year immediately preceding the change to lower grade.
- (2) If an employee is placed in a lower grade position through application of reduction-in-grade procedures, the employee must have been at a higher grade for 52 consecutive weeks preceding placement in a lower grade.

31.3 - Eligible employees are entitled to keep their retained grade for 2 years, unless they decline a reasonable offer of a properly classified position at the same grade as their retained grade.

31.4 - For the purpose of applying Section 5362(d)(3) of the Civil Service Reform Act, a reasonable offer is a written offer in the

employee's commuting area with an attached position description to a permanent, properly classified position for which the employee qualifies at the employee's retained grade or a higher grade.

31.5 - Commuting area is defined as the geographic area that usually constitutes one area for employment, in which people live and reasonably can be expected to travel back and forth daily from home to their place of employment at the time the employee becomes eligible under this Plan for retained grade benefits, except that they shall not cross Regional boundaries.

31.6 - Eligible employees are responsible for submitting, upon request, an updated SF-171, Personnel Qualifications Statement, within 20 work days from their receipt of notification that they are eligible for placement consideration. If an employee does not submit an updated SF-171, the most recent SF-171 in his/her Official Personnel Folder shall be used.

Employees are responsible for submitting, upon request, appraisals of performance and/or other forms and information necessary for consideration for vacant positions.

Employees are responsible for responding to reasonable offers*within 20 work days of receiving the offer. If no response is made, the employee is considered to have declined the offer.

31.7 - Employees who are terminated from this Plan as the result of declining reasonable offer may appeal the termination to the Office of Personnel Management. A written appeal must, be submitted not later than 20 calendar days after the notice of termination of grade retention benefits. The appeal must, state the reasons why the employee believes the offered position was not a reasonable offer.

ARTICLE XXXII

LEAVE

32.1 - Annual leave is a right of the employee and not a privilege. Consistent with the needs of the Department, annual leave requested in advance shall be approved. For vacation purposes, supervisors shall schedule workloads and annual leave to the extent practicable.

32.2 -(1) The Employer shall grant excused leave to permit an employee to report for work 3 hours after the polls open or to leave work 3 hours before the polls close, whichever requires the lesser amount of time off.

(2) If an employee's voting place is beyond normal commuting distance` and vote by absentee ballot is not permitted, sufficient time off may be granted to enable the employee to make the trip to the voting place. Where more than 1 day is required, a liberal leave policy shall be observed, and time off in excess of 1 day shall be charged to annual leave, if available, or to leave without pay.

(3) For an employee who votes in a Jurisdiction which requires registration in person, time off may be granted on the same basis as for voting, except that time off shall not be granted if registration can be accomplished on a non-work day and the place of registration is within reasonable 1-day, round-trip travel distance of the employee's residence.

32.3 -(1) When group dismissals in a local area are authorized by the Employer, employees who are in an actual duty status shall be excused without charge to annual leave. An employee is considered to be in an actual duty status if the employee is:

- (a) actually on duty at the time of dismissal;
 - (b) excused from duty at the time of dismissal with an expected return to duty before the close of the business day, or
 - (c) on duty when the dismissal notification is received, but requests and is granted leave between the notification and dismissal.
- (2) When hazardous or other extraordinary circumstances develop during non-work hours and it is determined that Federal employees should not report for work, information concerning such determination shall be released to the public by radio. Under such circumstances, no charge to leave shall be made even though an employee may have been granted approval to take leave on that day. In their attempts to get to work in severe or hazardous weather, employees will not be penalized for obeying State or municipal law.
- (3) All employees of the Department are expected to make reasonable adjustments in their arrangements for getting to work when it is anticipated that hazardous or other extraordinary circumstances that disrupt public or private transportation may complicate the arrival of employees at their post of duty. Such arrangements should include exploring alternative means of transportation if they are available, and taking the preliminary steps necessary to have private vehicles in operating conditions if employees normally travel to work in them.
- (4) When the Employer determines that a hazardous or other extraordinary circumstance exists, the Employer shall excuse

tardiness without charge to leave. In determining the time period to be excused, the Employer shall consider factors such as the distance between the employee's residence and place of work; the modes of transportation available to an employee; the efforts made by the employee to get to work, and the success of other employees traveling under similar circumstances in getting to work on time.

(5) During the first week of November of each year, the Employer will notify each employee of:

(a) whether he or she is essential and therefore must report to work despite the general shutdown;

(b) what radio stations will carry information on closure of the HUD office, and

(c) that HUD is participating in the Emergency Dismissal Plan, so that any announcement concerning that plan applies to HUD employees.

32.4 -(1)

Except as modified by applicable law, Government-wide regulations, or other outside authority binding on the Employer, where an employee is summoned-or subpoenaed in connection with a judicial proceeding by a court or other authority responsible for the conduct of that proceeding:

(a) for jury duty; or

(b) to appear as a witness on behalf of the Federal, District of Columbia, State, or local Government; or

- (c) to appear as a witness on behalf of a private party in an official and job-related capacity or to produce official records, or
 - (d) to appear as a witness on behalf of a private party in an unofficial capacity and one of the parties to the proceeding is either the United States, the District of Columbia, or a State or local Government; the employee shall be authorized to attend the Judicial proceeding without, charge to leave or loss of pay.
- (2) Except as modified by applicable law, Government-wide regulations, or other outside authority binding on the Employer where an employee:
- (a) is subpoenaed to appear as a witness on behalf of a private party in a Judicial proceeding in an unofficial capacity, and none of the parties is the United States, the District of Columbia, or State or local Government; or
 - (b) appears at a Judicial proceeding without, being summoned or subpoenaed by a court or other authority responsible for the conduct of that proceeding, the absence from duty must be charged to annual leave or leave without pay.
- (3) Jury and/or witness fees shall be disposed of in accordance with HUD Handbook 600 .1-REV. 2.

32.5 - The Employer agrees that all absence covering pregnancy and confinement shall be treated the same as any other medically certified temporary disability. An absence for maternity purposes is chargeable to sick leave, annual leave, or leave without pay,

as appropriate. Request for sick leave due to confinement must be supported by a medical certificate. Absences not medically certified as due to incapacitation for the performance of duty shall be charged to annual leave, if available, or to leave without pay.

32.6 - Consistent with the needs of the Department, a male employee may be absent on annual leave or leave without pay for purposes of aiding, assisting, or caring for a wife or minor children while the wife is incapacitated for maternity reasons. The amount of time allowed, if any, shall depend upon the circumstances of the individual case.

32.7 - Employees shall state in advance the desired times for their vacation leave. If several employees desire the same time for leave and personnel or workload requirements are such that all the employees cannot take leave at the same time, the supervisor and the employees will attempt to formulate an alternate schedule. If a satisfactory arrangement cannot be agreed upon, leave shall be granted to the employee(s) with most seniority. However, this rule shall not require an employee to cancel two or more consecutive leave requests. Approval for annual leave scheduled in advance shall not be withdrawn by the Employer except in emergencies. For deaths in the family or other emergencies, leave will be granted if at all possible.

32.8 - (1) Sick leave shall be granted only when an employee is incapacitated for the performance of duties because of sickness or injury, or for the following reasons: exposure to a contagious disease that would endanger the health of co-workers; presence of contagious disease in an employee's immediate family which requires the employee's personal care; or dental, optical, or medical examination or treatment.

- (2) When an employee is unable to report for duty or remain on duty because of any reason, notification must be given to the appropriate supervisor as soon as possible. It is the responsibility of the employee to keep supervisors advised regarding a continuing absence on sick leave. Failure to give early notice or to keep supervisors advised of the need to continue sick leave absence may result in the absence being charged to absence without leave or may lead to disciplinary or adverse action in accordance with this Agreement.
- (3) A period of absence on sick leave in excess of three consecutive work days must ordinarily be supported by a medical certificate. However, if the circumstances surrounding the employee's absence indicate that the service of a physician were not available or required, the employee's written statement describing the circumstances may be accepted in lieu of a medical certificate. When an employee's absence indicate a possible abuse of sick leave, the submission of a medical certificate may be required to support any sick leave absence regardless of its duration. An abuse of sick leave may lead to disciplinary or adverse action in accordance with this Agreement.

32.9 - Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may be granted leave without pay upon request. Employees may also be granted leave without pay upon request if they have leave to their credit but for some reason choose not to take it. The possibility of granting advanced sick leave or advanced annual leave in lieu of leave without pay will be examined in each individual case and will be granted where possible. Leave without pay shall be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military

training duties. Leave without pay may also be granted on an extended basis for educational purposes or while awaiting action on a retirement or OWCP claim.

32.10 - Employees who are members of the National Guard or Reserve components of the Armed Forces will be granted up to 15 calendar days' military leave per year for active duty or training, upon presentation of valid orders. If an employee is called on duty as a member of the National Guard or Reserves and has used all his military leave, he must be granted leave without pay upon request or may be granted annual leave if he desires, upon presentation of valid orders.

32.11 - (1) Consistent with the needs of the Department, the Employer agrees to approve a leave of absence without pay not to exceed 3 years for a bargaining unit employee who is elected to a position of National Officer of the National Federation of Federal Employees (NFFE), or the purpose of serving full-time in the elected position, or who is selected as an NFFE National Union Representative. The Employer shall be given not less than 30 days' advance notice.

(2) The Union agrees that all of the leaves of absence granted or approved in accordance with this section are subject to appropriate Government-wide regulations or other outside authority binding on the Employer. The Employer, to the extent of its authority, shall place the employee at the end of the leave of absence in the position the employee left, or one of like seniority, status, grade and pay.

ARTICLE XXXIII
PAY AND LEAVE STATEMENTS

33.1 - The Employer will assist any employee who does not receive a paycheck in a timely fashion to the maximum extent possible.

33.2 - Deleted December 1, 2005.

33.3 - Deleted December 1, 2005.

ARTICLE XXXIV

GOVERNMENT CHARGE CARD PROGRAM ,FOR OFFICIAL TRAVEL EXPENSES

34.1 - **SCOPE.** This results from negotiations on the impact and implementation of HUD's proposal -to issue a Government charge card to eligible employees for payment of official travel expenses.

34.2 - **PURPOSE.** Implementation of the Government employee individual charge card program will improve service to HUD employees traveling on official Government business away from the permanent duty station. This will also limit the amount of cash advance for travel expenses.

34.3 - **CENTRALLY BILLED.** Charges for airline tickets will be centrally billed through Travel Management Centers (TMC). Other charges will be individually billed to individual cardholders. HUD will give future consideration to central billing of lodging and rental car charges when GSA indicates that such billing is recommended.

87 34.4 -**CARD ISSUANCE.** Diners Club Charge cards will be issued to permanent HUD employees who submit an application and (a) make two or more trips a year, and (b) who request a card, when authorized to travel. Employees who decline to apply for the card will not

suffer any sort of reprisal or discriminatory treatment, for nonparticipation in the credit card program. Also, employees will not be promised or receive any benefit, beyond that established by the program, as an inducement to apply for the Diners Credit, card.

34.5 - **TRAINING.** Following completion of HUD briefings designed to fully acquaint employees with the program, to inform them of their rights and responsibilities, and to give them the opportunity to raise questions and concerns about program operations, employees applying for the credit, card will sign form HUD-21017, Employee Acknowledgement.

34.6 - **AUTOMATIC TELLER MACHINE (ATM!).** As soon as ATM service is available from Diners Club, and within a reasonable period of time after the service is available, HUD will seriously consider providing this service for cardholders.

34.7 - **LATE PAYMENT.** Management will not consider charge card payments past due if the late payment of the bill results from an untimely reimbursement by HUD of an employee's properly completed claim which was submitted on time. In the event of an emergency and the employee is unable to file a claim for reimbursement within 30 days after returning from the trip, she/he shall notify the Program Coordinator who may assist the employee in avoiding suspension/cancellation of the card.

34.8 - **OUT-OF-POCKET-EXPENSES.** Out-of-pocket expenses are those which cannot be charged to the card and must be paid with cash. Meals and incidental expenses, and miscellaneous expenses for taxis, tolls, parking, etc. will be considered out-of-pocket expenses.

A travel advance will be issued to any employee for out-of-pocket expenses in accordance with HUD Notice, Travel and Transportation

Expense Payment System Government Charge Card Program for Official Travel Expenses. Should an employee decide not to use a Diners Club Government charge card for official travel, an advance cannot exceed the out-of-pocket expenses shown on the travel authorization. Employees will be provided a full travel advance when they meet the criteria contained in Section 17C, Parts 1 and 2 in the HUD Notice on Travel and Transportation Expense Payment System Government Charge Card Program for official Travel Expenses.

- 34.9 - **TELEPHONE CHARGING.** The Diners Club card may be used to pay for telephone calls made in connection with official travel while away from the permanent duty station.
- 34.10 - **EMERGENCY CHARGING.** Emergency circumstances, such as an official vehicle breakdown, may justify the use of the charge card for food, lodging, and other expenses covered under the Federal Travel Regulations while the employee is away from his/her permanent duty station in an official travel status.
- 34.11 - **CREDIT CHECKS.** The parties understand that Diners Club credit checks will only be made when an employee requests reinstatement of a cancelled Diners Club card. HUD's involvement in the program will not be a basis for any cardholder's credit checks by HUD.
- 34.12 - **CARD USE INFORMATION.** Monthly charge card reports are considered highly confidential material, subject to the privacy act, and must be secured from observation by any party other than persons who have a need to know.
- 34.13 - **USE OF THE CHARGE CARD.** Use of the charge card does not relieve Management or the employee from observance of rules and regulations governing official travel as set forth in the Federal

Travel Regulations and HUD Handbook 2300.2 REV-3, Travel, or successor.

- 34.14 - **CARD SECURITY.** Each participant in the contractor-issued charge card program is responsible for safeguarding his/her card. This does not preclude cardholders from securing the card at their work stations.

- 34.15 - **BLACKING OUT CARD NUMBERS.** Blacking out the account, number from a receipt, is a suggested precaution every traveler may observe.

- 34.16 - **CUMULATIVE REPORTS.** Cumulative 9-month charge activity reports will be utilized for the purposes of determining whether or not employees meet program eligibility criteria, the level of participation and for establishing budget estimates for travel.

- 34.17 - **REVOLVING ADVANCE.** Employees holding a revolving advance must liquidate the revolving advance within 30 days of receipt of the charge card or obtain a written certification from the appropriate Regional Administrator that a legitimate need exists for continuing a revolving travel advance.

- 34.18 - **TIMELY REIMBURSEMENT.** In order to facilitate reimbursement of the travel voucher under the credit card program, all travel vouchers for temporary duty (not relocation) will be processed in the following manner

Travelers will complete Vouchers within 5 working days of completion of a trip. Vouchers will normally be processed and submitted to Treasury for payment within 18 workdays or less, after receipt by the immediate supervisor. This IS workday period allows 3 workdays for the supervisor to approve the voucher and 15 workdays for the finance office to process the voucher to

Treasury, after receipt of a proper voucher. In the event there is a delay in reimbursement, the accounting office will assist the employee to resolve the matter.

34.19 - **DELAYED REIMBURSEMENT.** In the event of unanticipated delays in HUD processing of the voucher for reimbursement, and upon notification by the employee, the Program Coordinator may assist the employee in avoiding suspension/cancellation of the card.

34. - **UNUSED TRANSPORTATION TICKETS.** Management will coordinate with Travel Management Centers (TMC) to develop a system which allows employees to attach unused tickets to the travel Vouchers for forwarding to the Travel Management Centers for appropriate crediting.

34.21 - **LOST/STOLEN TICKETS.** When a ticket is lost/stolen through no fault of the traveler, the refund application service charge shall be reimbursed. When a replacement ticket cannot, be provided, the employee may, with supervisory concurrence, postpone or reschedule the trip.

34.22 - **GRIEVANCE RIGHTS.** Employees may grieve HUD actions relative to the charge card program that fall within the scope of the negotiated grievance procedure.

54.23 - **DEBT COLLECTION.** HUD shall provide no more "assistance" with the collection of Diners Club debts than is currently available regarding the collection of privately owed debts. Unpaid card debts will be treated as any non-work related debt.

ARTICLE XXXV

DURATION OF AGREEMENT

35.1 - This Agreement will take effect 30 calendar days after local signature and shall remain in effect for 1 year, unless extended through agreement. (Amended December 1, 2005.)

35.2 - It will remain in effect for yearly periods thereafter, automatically renewing itself on the effective anniversary date, unless either Party serves the other Party with written notice not more than 105 calendar days, nor less than 60 calendar days prior to the expiration date of its-desire to terminate or modify this Agreement.

35.3 - Upon receipt by either Party of notice of the other Party of its desire to terminate or modify this Agreement, both Parties shall meet within 30 calendar days to begin negotiations or as soon thereafter if mutually agreed.

35.4 - This Agreement may be amended or supplemented:

(1) When required because of changes in applicable laws or regulations affecting the provisions of this Agreement. In such cases, and upon the written request of either Party, the Parties will meet within a reasonable time for purposes of negotiating new provisions that will meet the requirements of such laws or regulations.

(2) By mutual consent of the Parties at any time. The request for negotiations shall indicate the Articles to be amended and/or supplemented, and

(3) Such amendments or supplements shall remain effective concurrent with the basic Agreement.

Date Signed: September 28, 1990

SUPPLEMENT BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, DETROIT OFFICE

and NATIONAL FEDERATION OF FEDERAL EMPLOYEES LOCAL 1804

SUBJECT: Employee Compensation and Leave During Lapse of Appropriation

- (1) Employees who are required to report for duty during a lapse of appropriations shall be fully compensated in accordance with law and regulation.
- (2) Employees who are furloughed because of lapse of appropriations shall be retroactively paid and otherwise compensated in accordance with law and regulation and the availability of funds.
- (3) When a furlough is required due to a lapse in appropriation, employees on approved annual leave shall be permitted to complete the approved leave. Upon expiration of the approved leave, if the absence of an appropriation persists, the employee shall be furloughed. Under no circumstance shall an employee be allowed to take unaccrued annual leave during a lapse of appropriation.
- (4) When a furlough is required due to a lapse in appropriation, employees on sick leave which commenced prior to the furlough may continue on sick leave to the extent of the employee's accrued sick leave and as long as the employee remains sick.

APPROVAL BY NEGOTIATING TEAMS

Redacted

Redacted

Date Signed: September 28, 1990



STANDARD GRIEVANCE FORM

Employees must use this form for filing grievances at STEP II and STEP III of the Grievance Procedure. Use of this form is optional at .STEP I

NAME OF GRIEVANT OFFICE SYMBOL DUTY PHONE

UNION REPRESENTATIVE OFFICE SYMBOL DUTY PHONE

BRIEFLY DESCRIBE THE INCIDENT CAUSING THIS GRIEVANCE: (include date, time and place; management officials involved; witnesses, if any) (If more space is needed, continue on reverse or use separate sheet of paper.)

IDENTIFY THE ARTICLE (S) OR SECTIONS (S) OF THE AGREEMENT/REGULATION ALLEGED TO HAVE BEEN VIOLATED

IDENTIFY THE REMEDY YOU SEEK:

QUESTIONS AND/OR FURTHER CORRESPONDENCE IN THIS MATTER SHOULD BE SENT TO: (Name and Address)

NOTE: ATTACH A COPY OF THE RECORD OF INFORMAL GRIEVANCE DISCUSSION, IF ANY.

I HEREBY DESIGNATE AS MY REPRESENTATIVE IN THIS MATTER.

SIGNATURE OF GRIEVANT DATE

IF YOUR GRIEVANCE IS NOT RESOLVED TO YOUR SATISFACTION, YOU MAY SUBMIT THE GRIEVANCE TO THE NEXT STEP OF THE GRIEVANCE PROCEDURE BY SIGNING AND DATING THIS FORM BELOW AND ATTACHING A COPY OF MANAGEMENT'S WRITTEN REPLY. -----ANY ADDITIONAL INFORMATION YOU BELIEVE IS PERTINENT SHOULD ALSO BE ATTACHED.

SIGNATURE OF GRIEVANT DATE

RECORD OF GRIEVANCE
MANAGEMENT GRIEVANCE REPLY FORM

This is to certify that an attempt was made to resolve this grievance on:

DATE

TIME

THE FOLLOWING IS MY DECISION ON THE GRIEVANCE AND THE BASIS THEREFOR:

Check one of the blocks below:

GRIEVANCE RESOLVED (Briefly describe resolution)

GRIEVANCE NOT RESOLVED--IF GRIEVANT DECIDES TO PURSUE THE GRIEVANCE AT-STEP II OR STEP III OF THE GRIEVANCE PROCEDURE, A COPY OF THIS FORM MUST BE RETAINED AND ATTACHED TO THE ONGOING GRIEVANCE.

SIGNATURE
RES

SUPERVISOR OR MANAGEMENT OFFICIAL GRIEVANT REPRESENTATIVE, IF ANY.

DELETED DECEMBER 1, 2005