

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

Subject: HUD Handbook 0752.02 REV-03, Adverse Actions

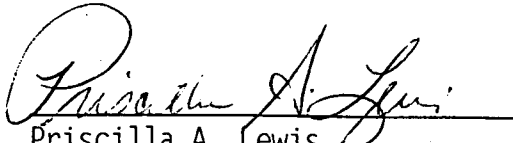
1. Management agrees that the first corrective action toward discipline is an oral admonishment; and that this shall be considered in selecting an appropriate corrective action for a first offense of misconduct. Oral admonishments which are not recorded in writing are not grievable. Management also agrees that oral admonishments which are recorded in writing are considered as the first step of progressive discipline and are grievable.
2. Management agrees that during the advance notice period if management feels that an employee constitutes a threat to himself/herself, to other employees, to the program operation, or to HUD's mission, Management will fully consider the use of all possible alternatives prior to enforcing leave.
3. Management will consider requests for official time up to 16 hours for the preparation of oral and written responses to suspensions of 14 days or less.
4. If management determines that further investigation is necessary, or in those instances where the union has made a sufficient showing that further investigation is necessary, the Proposing and/or Deciding Officials will carry out a review through an impartial designated official. Copies will be provided to the Deciding Official, the employee and the employee's representative.
5. When management issues a notice of proposal and/or decision to suspend, reduce in grade, or remove an employee in the Unit, management shall provide to the Union a general statement of the charges, proposed action, and subsequent decision.

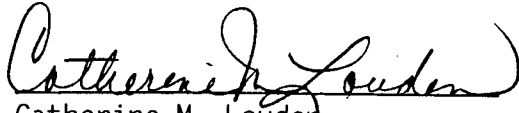
6. Management agrees that when the Deputy Secretary is both the Proposing and Deciding Official, the written decision must be concurred in by either an organizationally higher level official (if there is such a higher level position and it is then encumbered) or by the Secretary.
7. Management agrees to permit employees up to 16 hours of official time, or additional time as needed, once the employee has returned to his/her work status, to prepare his/her MSPB appeal or arbitration.
8. The deciding official will not participate in the meeting to issue a proposed disciplinary action.
9. Nothing in this Supplement shall waive, limit or impair the statutory or legal rights of individual employees or their representatives.
10. Management agrees to provide to an employee's designated representative all evidence along with citations to rules, regulations, policies, guidance, and handbooks used to prepare, propose and issue adverse actions.
11. Management agrees that enforced leave for 15 days or more is an adverse action and subject to the provisions of Article 20 of the HUD/AFGE Agreement. Employees placed on enforced leave for 14 days or less will have grievance rights in accordance with Article 22.
12. Management agrees supervisors/managers imposing disciplinary or adverse actions must not make arbitrary or capricious decisions.
13. Management agrees that a reasonable amount of time will be afforded to employees and their representatives for their oral response.
14. Management agrees that when an employee is reduced in grade, the reduction may be less than a full grade, but will not result in a higher basic rate of pay.
15. A copy of this Supplement will be distributed to all Administrative Officers, all AFGE bargaining unit employees and all supervisors of AFGE bargaining unit employees.
16. Management agrees to conduct a distance learning session regarding the provisions of this Supplement. The session will include one Union Representative, one Employee Relations Specialist, and one Labor Relations Specialist. The session will cover Supplements 14 and 15.

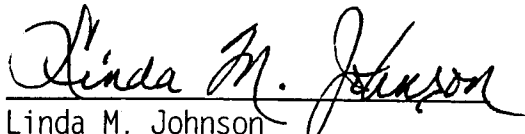
SUPPLEMENT 15


17. Management agrees that, in accordance with Article 5, midterm bargaining will be conducted at the local level concerning local issues related to the impact/implementation of this Supplement.
18. When it is necessary for an employee to travel to present their oral response, management may also pay allowable travel expenses of his/her HUD Union Representative.

Management

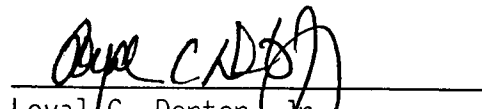

Priscilla A. Lewis
Chief Negotiator

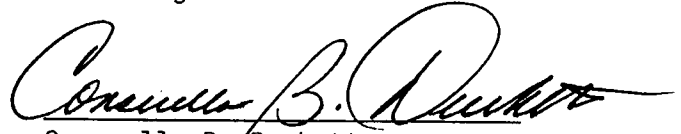

Catherine M. Loudon
Team Member

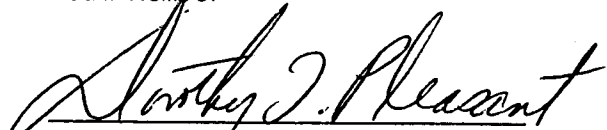

Linda M. Johnson
Team Member

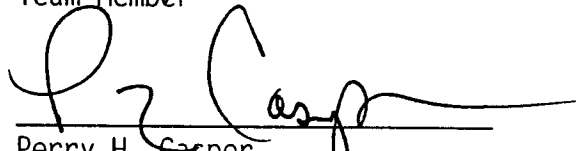

Jacqueline Lee Marceron
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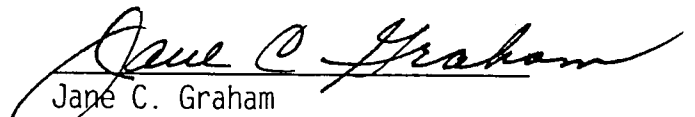
AFGE

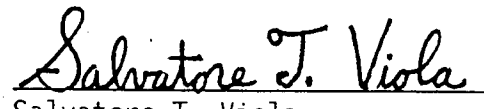

Loyal C. Denton, Jr.
Chief Negotiator

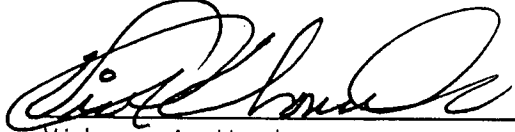

Consuella B. Duckett
Team Member

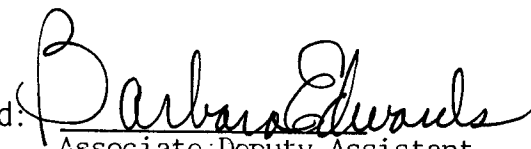

Dorothy T. Pleasant
Team Member


Perry H. Gasper
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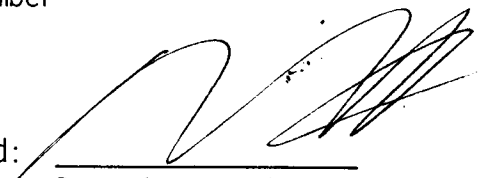

Jane C. Graham
Team Member


Salvatore T. Viola
Team Member


Videssa A. Woods
Team Member

Approved: 
Associate Deputy Assistant
Secretary for Technical
Services

Date: 9/22/00

Approved: 
President, AFGE
National Council
of HUD Locals 222

Date: 9/20/2000