

**National Supplement
Between
U.S. Department of Housing and Urban Development
And
American Federation of Government Employees
National Council of HUD Locals 222**

Subject: Service Level Agreements (“SLA”)

Scope: The scope of this Supplement encompasses the impact of implementation of Service Level Agreements between the Office of Administration and client organizations as they are approved for implementation by the Secretary or his/her designee.

1. **Participation in SLA**: Management agrees to provide the Union notice when program cylinders are added to the SLA program. The notice shall include the SLA proposed for the cylinder. Changes to the SLA may trigger the Council’s right to bargain.
2. **Equitable Treatment**: Management agrees to treat employees equitably regardless of program participation in the SLA program.
3. **No Waiver**: Management agrees that the SLA does not supersede any provision of law, rule, regulation, policies or the parties’ collective bargaining agreement, including supplements and MOUs. Nor can the SLA be used to indicate consent by the Union to an interpretation of law, rule, regulation, policies or the parties’ collective bargaining agreement, including supplements and MOUs.
4. **Employee Training**: Management agrees to provide SLA training to the client organizations thirty (30) days prior to SLA implementation. A link to the SLA shall be made available on hud@work at the Office of Administration’s web pages.
5. **Contact Information**: SLA points of contact (Account Managers) shall be posted on the Office of Administration page of the hud@work site.
6. **Service Level Monitoring Reports**:
 - a. Management shall provide the Union with an electronic copy of the Service Level Monitoring Reports, at least quarterly, sorted by client organization.
 - b. Management shall provide the Union with an electronic copy of the tracking report referenced in the 120-Day Summary Report issued July 19, 2007, or such other report setting forth the date of the requested service, the nature of the request for service, and the status of the request.
7. **Benefits Counselors**: Management agrees that employees assigned to provide retirement benefits counseling are subject to 5 U.S.C. Section 8350.


8. **Pay and Benefits Problems:** Employees are encouraged to use the ESC electronic mailbox as a reporting tool for pay and benefits problems. Management agrees to publicize this on the hud@work web site under the pay and benefits drop down lists. Management also agrees to publicize it annually on the hud@work home page under “Highlights” or “Did you know?” This mailbox will be monitored each workday to identify and prioritize pay and benefits problems. Management shall provide employees with the time necessary to address the adverse impact of pay and benefit problems.
9. **Overpayments:** HUD shall not collect overpayments due to HUD from employees without notice and an opportunity to appeal under available appeal processes, including, but not limited, to the grievance process. The grievance may address, but is not limited to, waiver of all or part of the overpayment, the validity of the debt, the calculation of the debt, and the terms for repayment. HUD shall not start collection until the chosen appeal process has been exhausted.
10. **Relocation, Separation or Downgrade:** No employee will be involuntarily geographically relocated, separated, or downgraded as a result of an SLA.
11. **Bargaining Unit Status:** There is no intent to remove any employee from the bargaining unit as a result of an SLA. Bargaining unit status determinations will be made in accordance with Section 7112 of the Federal Service Labor-Management Relations Statute.
12. **Positions and Promotions:** There will be no adverse impact on employees’ upward mobility or career ladder positions or promotions.
13. **Reasonable Accommodation:** Any reasonable accommodation request that has been previously approved will remain in effect.
14. **Details and Reassignment of Employees:** The employees performing the transferred functions may be reassigned from client organizations to the Office of Administration pursuant to participation in an SLA. The details and reassignments of bargaining unit employees will not begin until completion of local bargaining. If the SLA is cancelled, employees will be returned to their previous position in the client organization, subject to local bargaining.
15. **Interim Reviews:** Employees assigned different supervisors shall be given an interim rating in accordance with the Performance Management Plan of the Performance Management System (the “Red Book”, dated 10/90).
16. **Local Bargaining:** In accordance with Article 5 of the HUD/AFGE Agreement, bargaining shall be conducted at the local level concerning appropriate local issues, including, but not limited to, the selection criteria for the detail and reassignment of bargaining unit employees. Pursuant to the recommendations of the final Pilot Service Level Agreement Report, the Local Union shall be involved at the start of planning, and the plan and objectives shall be shared with all impacted staff in the client organization and the Office of Administration.

17. **Copies of Supplements:** A copy of the signed supplement will be provided to the Council President and the Council Web Manager within thirty (30) days of the conclusion of these negotiations.

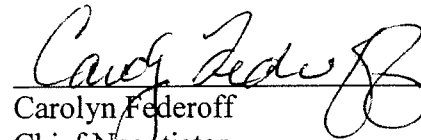
18. **Status of Previous Supplements:** This Supplement supersedes Supplement 87.

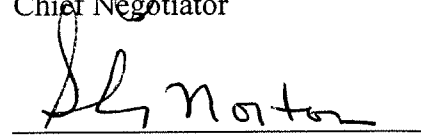
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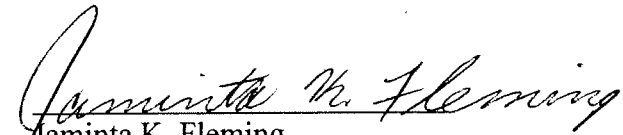

Priscilla A. Lewis
Chief Negotiator

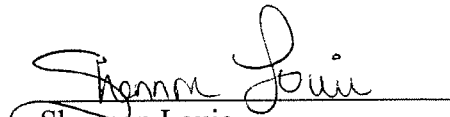

Herbert Sims
Team Member

FOR AFGE

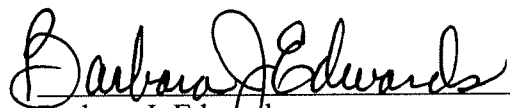

Carolyn Federoff
Chief Negotiator


Sherry K. Norton
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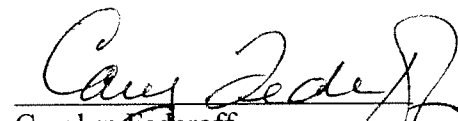

Jaminta K. Fleming
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APPROVED:


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Carolyn Federoff
President, AFGE National Council
of HUD Locals 222

Date Signed January 24, 2008

Date Signed December 19, 2007

Sidebar:

1. Changes to webpages:

- a. Worker's compensation: Management agrees to add a link to the Jobs and Benefits page for information about Worker's Compensation at HUD. The information shall include the fact sheet prepared by the Council, and shall include links to the relevant Department of Labor webpages.
- b. EAP: Management agrees to add a link to the Jobs and Benefits page for information about Reasonable Accommodation at HUD. Additionally, Management shall change the Benefits portion of the Jobs and Benefits page as follows: Change the title of EAP to Employee Assistance and Worklife Programs Office. Management shall add sub-bullets to specifically include Child Care Subsidy and "all other Employee Assistance and Worklife Programs." The Child Care Subsidy webpage shall be changed to advise employees of who should be contacted in the event of payment problems.

2. Changes to Business Function Pages:

- a. Space Management: The parties recognize that the Business Function charts may be improved as a result of the pilot. The Council will be provided a copy of the updated Business Function charts before implementation.
- b. Fellow's Program: Management shall provide the Fellows with elements and standards by November 15, 2007.
- c. ESC/Staffing and Classification: Management agrees to develop Business Function Charts that reflect the following:
 - a. Retirement counseling: Estimates based upon information available in HUD within 2 weeks of request by employee. If information must be gathered from outside of HUD, the estimate will be provided within one week of receipt of the necessary information. Estimates will include debts/overpayments owed HUD.
 - b. Requests for Pay and Benefits information: Employees shall receive a response to their requests within two business days of the request.
 - c. Pay and Benefit problems:
 - i. Management will determine if a pay problem is due to non-payment within one work day. If it is non-payment, management will initiate "quick pay" within one work day. If information is needed from the timekeeper, "quick pay" will be initiated within one work day of receipt of the information.
 - ii. Management will determine if a pay problem is due to deposit to the wrong account within one work day. Management shall confirm that the funds were returned within two workdays. Management will initiate a "quick pay" upon confirmation.

- iii. Management will determine if a pay problem is due to partial payment within one work day. If it is partial payment because of a time and attendance error, mgmt shall initiate “quick pay” within one work day.
- iv. Management will determine if a pay problem is due to garnishment or other similar deduction without notice within one work day. If notice wasn't provided, within two work days, Management shall notify the NFC to suspend deductions. Refunds shall be provided with next full pay period.
- v. If a pay problem involves benefits, benefits shall be restored retroactively within one pay period.