

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

**SUBJECT:** Fleet Management Handbook 2300.4, Revision 4

**SCOPE of NEGOTIATIONS:** The scope of this Supplement relates to the impact and implementation of Management's HUD Handbook 2300.4, REV 4, Fleet Management Program (hereafter referred to as Handbook), on HUD bargaining unit employees.

1. **Definitions:** The following definitions apply to this Supplement:

**Agreement** – HUD/AFGE Negotiated Agreement, 1998

**Home to work transportation** (also known as home to work) – “the use of a Government passenger carrier to transport an employee between his/her home and place of work.” (Title 41 CFR 102-5.30) Home to work transportation is approved by the Secretary.

The following employees are not covered under the home to work transportation program: (a) Employees who are on official travel (TDY); or (b) Employees who are on permanent change of station (PCS) travel; and (c) Employees who are essential for the safe and efficient performance of intelligence, counterintelligence, protective services, or criminal law enforcement duties when designated in writing as such by their agency head. (Title 41 CFR 102-5.20)

**Emergency** (under home to work) – “Circumstances that exist whenever there is an immediate, unforeseeable, temporary need, to provide home to work transportation for those employees necessary to the uninterrupted performance of the agency's mission. An emergency may occur where there is a major disruption of available means of transportation to or from a work site, as an essential Government service must be provided, and there is no other way to transport those employees.” (Title 41 CFR 102-5.30(3))

**Employee** – HUD bargaining unit employee represented by AFGE, National Council of HUD Locals Council 222 and affiliated Locals.

**Government Furnished Vehicle (GFV)** – a motor vehicle owned, leased, or rented by the United States Government.

**Rental vehicle program** (also known as rental vehicle) – is a GSA rental Program and its actual program title is RSVP. RSVP provides rented vehicles to augment federal fleets and other vehicle needs for employees on non-temporary duty travel

Typical rental requirements (under the RSVP) include but are not limited to:

- Temporary replacement of a fleet vehicle damaged as a result of an accident or incident.
- Temporary replacement of a fleet vehicle undergoing maintenance.
- Supplemental transportation support for fleets.
- Supplemental transportation support for special events (e.g., political events, G8, training).
- *Transportation support for national and natural disasters, emergencies, and/or continuity of operations tests and drills, deployments in support of mission requirements.*

The terms "vehicle operators," "operators," "drivers," are used in the Handbook and this Supplement interchangeably.

2. **Utilization of Resources:** HUD's fleet shall be managed by designated positions at HUD headquarters and Field Offices that report through the chain of command to the Chief Human Capital Officer (CHCO). Management shall provide a listing of Fleet Coordinators by Region, City, and name on HUD web site (i.e., HUD@work).
3. **Accretion of Duties/Non-Competitive Promotions:** Employees assigned additional duties based on the issuance of this Handbook (beyond their normal duties) shall be given the opportunity to have their duties evaluated for accretion of duties which may result in a promotion under Article 13.03 (9)(b) of the Agreement.
4. **Promotions/Upward Mobility:** There shall be no adverse impact on any employee's promotion, upward mobility or career ladder position as a result of the duties related to the issuance of the Handbook.
5. **Involuntary Relocation:** Employees shall not be involuntarily relocated, separated or downgraded as a result of the issuance of the Handbook.
6. **Telework:** There shall be no adverse impact to the telework agreements of employees due to the issuance of the Handbook.
7. **Reasonable Accommodations:** Reasonable accommodations will be made according to HUD's Reasonable Accommodation Program Policy (HUD Handbook 7855.1) and Supplement 41. Use of a GFV may be considered provided that it complies with the Federal Regulations, the Handbook and Supplement.
8. **Annual Leave:** Annual leave approved prior to the issuance of this Supplement shall not be rescinded solely on the basis of the duties related to the issuance of the Handbook.

9. **Performance Standards:** Employees whose responsibilities increase significantly due to the implementation of rules and procedures in the Handbook shall engage in a discussion with their supervisor. These discussions may result in performance elements and standards being updated using the SMART standards in Supplement 91.
10. **Performance Rating:** Performance ratings will comply with Article 37 of the Agreement.
11. **Administrative, Corrective Actions:** Management may take corrective action under Article 20, Discipline, based on the nature and severity of any GFV related incidents. Management agrees that progressive discipline is designed to correct and improve behavior.
12. **Bargaining Unit Status:** Employee shall not be removed from the bargaining unit solely as a result of duties related to the issuance of the Handbook.
13. **Training:** Management will provide Defensive Driver's Training as well as pertinent topics from the Handbook for employees who operate a GFV for work purposes within 30 days of the signing of this agreement. Management will provide training to employees who maintain and administer the Fleet Management Program within 120 days of the signing of this supplement.
14. **Fleet Management Email box:** Employees may utilize the Fleet Management Email box to provide information regarding fleet management issues, for instance safety issues regarding vehicle design problems such as blind spots.
15. **Emergency Contacts:** GSA required publications, such as the "Motor Vehicle Accident Reporting Kit" and "Guide to your GSA Fleet Vehicle," shall be included in the vehicle information package located in each GFV. Employee shall call 1-800-400-0411 to report accidents and seek assistance.
16. **Unmarked GFVs:** Employee shall utilize HUD's certification process to request use of unmarked GFVs. The certification must state that identifying the motor vehicle would endanger the security of the vehicle occupants or otherwise compromise the agency mission. The certification may last from one day up to 3 years, and then must be re-certified for continued exemption. Only the Secretary of HUD or designee may authorize the use of an unmark vehicle. This process is regarded as a pertinent topic for training.
17. **GFV Maintenance:** Employees who operate GFVs are not required to provide maintenance on GFVs. Employees shall report any required maintenance or safety-related concerns, including missing GSA publications specified in the **Emergency Contacts** provision above, to the Fleet Control Personnel (FCP) so that GFVs are maintained in good working order. Management may assign the employee with another GFV, authorize use of a rental vehicle, or permit the use,

if requested by the employee, of a Privately Owned Vehicle (POV) to accomplish the program-related travel.

18. **Safety:** GFVs will be maintained per GSA regulations to provide safe and reliable transportation. Employees who discover that the GFV is inoperable or unsafe shall contact their supervisor (or in the absence thereof another supervisor in the chain of command) and the FCP to report these conditions.

19. **Local Bargaining:** Parties agree to follow the provisions of local bargaining in accordance with Articles 5 and 34 of the Agreement .

20. **Driver's License:**

- a. Employees will not be required to provide greater evidence of a valid automobile driver's license than that required by GSA regulations, State laws, and United States statutes.
- b. Employees shall show their valid driver's license to the FCP or designee each time they request the use of a GFV.
- c. Management agrees not to utilize SHAREPOINT to maintain employee's driver's license information.

21. **Vehicle Operator Responsibilities:**

- a. Vehicle operators are personally responsible for any violations of Federal, State or local traffic laws. Article 25, Section 25.08 (2) of the Agreement addresses traffic ticket citations.
- b. Employees who use GFVs are responsible for the reasonable safekeeping of the vehicle.

22. **Rental Vehicles under GSA's RSVP:** Management has the responsibility for utilizing the RSVP program to augment fleet as appropriate.

23. **Rental Vehicle Approval when in Travel Status:** Employees shall refer to applicable Federal regulations, i.e., Federal Travel Regulations, HUD's Travel Handbook 2300.2, Rev.3, the Agreement and Supplement.

24. **Privately Owned Vehicles (POV):**

- a. Section 4-6 of the Handbook is covered by Article 25 of the Agreement.
- b. Employees can request, but are not required to use their POV for official travel. Management retains the right to authorize the use of POV.

25. **Travel Routes:** Employees will select the route of travel which is most advantageous to the Government. Employees will be trained in the cost and fuel saving benefits of the most direct travel routes; however, there are no specified/required routes by GSA or HUD. For instance, employees may use a circuitous route when a direct route is closed due to an accident or there are lengthy road construction delays which would hinder the employee from meeting mission requirements.
26. **Fuel Purchases:** Employees may purchase fuel from commercial gas stations using a government issued fleet charge card or personal funds that will be reimbursed according to the Department's current reimbursement policy.
27. **Self-Serve Pump:** Employees must use self-service fuel pumps to the fullest extent possible. Management recognizes that state laws may require employees to utilize full service pumps as well as need for employee safety.
28. **Vehicle Use Complaints:**
  - a. Any reported complaints (such as through GSA's HOWSMYDRIVING Email site) regarding HUD GFV's shall be reviewed by the Fleet Manager or designee. As part of additional fact finding employees are generally contacted for information regarding the reported complaint.
  - b. Employees shall retain their rights to defense as described under Article 20, Discipline, of the Agreement.
29. **Daily Vehicle Utilization Reports:** Employees utilizing a GFV shall complete the Daily Vehicle Utilization Report, HUD Form 21016, or any other information for the agency regarding the use of the GFV. Completion of this form or other information is performed during the course of duty.
30. **Seat Belts:** Employees (drivers and occupants) utilizing a GFV shall wear safety belts whenever the vehicle is in operation. The vehicle operator shall ensure that all vehicle occupants are wearing their safety belts prior to operating the vehicle. (41 CFR 101-39.300(c))
31. **Electronic Devices:** Employees shall adhere to Federal laws and regulation, i.e., GSA, as well as State and Local laws that may be more restrictive when operating a GFV. The use of electronic devices, i.e. cell phones, PDA, etc., is prohibited while operating a GFV. For example, texting or the use of hand-held electronic devices is not permitted. (E.O. 13513) Hands free electronic devices, i.e., Bluetooth, are permissible. However, employee-operators need to ensure that they are not distracted when utilizing these hands free devices.
32. **GFV Usage:** GFV shall not be taken home unless approved under the Home to Work Transportation Program.

33. **Vehicle Accidents:** Employees' first priority in case of vehicle accident is their own safety and the safety of other passengers. Employees who have been involved in an accident with their GFV shall furnish all known information as outlined in Section 7-1 of the Handbook.
34. **Accident Investigations:** The responsibility for accident investigations rests with the Department's Safety and Health Officer for accidents involving Headquarter employees-operators and with designated Safety Representatives for field office employee-operators. Employees are to refer to Article 26, Safety and Health, of the Agreement.
35. **Accident Reports:** Employees involved in vehicle accidents who cannot complete the appropriate paperwork (SF 91 and SF 94) due to their injuries shall not be responsible for its accuracy if the report is prepared and signed for by the employee's supervisor. Employees shall provide their signed report to their supervisor as soon as the report to work.
36. **Retention of Accident Reports:** SF 91 and SF 94 will be maintained according to HUD's records management schedule. Any Tort claim against the United States that arises as a result of vehicle accidents shall be forever barred unless it is presented in writing to HUD in accordance with time requirements of the Federal Tort Claims Act. Destruction of forms shall be in accordance with standard records disposition requirements/schedule.
37. **Reports:** Union will utilize procedures for information requests to obtain access to GSA maintenance records. All Federal Fleet Annual Reports are located at [www1.eere.energy.gov](http://www1.eere.energy.gov).
38. **Accessibility of Handbook Information:** The Handbook, referenced forms, and governing documents contained in this Supplement will be made available on the HUD web site (i.e., HUD@work).
39. **Supplement Reference:** Management agrees to add the following statement to the Transmittal sheet for HUD Handbook 2300.4, REV 4: "Bargaining unit employees should also refer to any negotiated labor/management agreements regarding the Fleet Management Handbook."
40. **Retention of Previous Supplements:** Nothing in this Supplement will supersede any previously negotiated articles or supplements to Agreement.
41. **Effective Date:** This Handbook is in effect once this supplement has been signed, approved, and made available to employees.

**SUPPLEMENT 117**

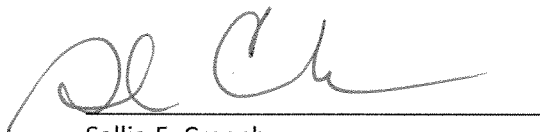
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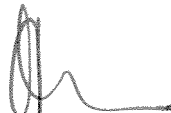
**APPROVED:**



Janie L. Payne  
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Date Signed July 12, 2010

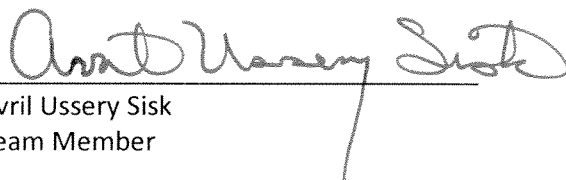
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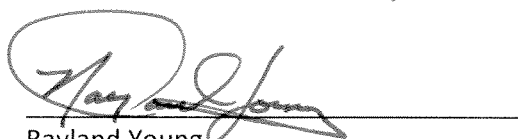
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Date Signed July 8, 2010