

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

Subject: Department of Housing and Urban Development Continuity of Operations (COOP) Handbook/Policy

Scope: The scope of this agreement relates to the impact and implementation of HUD Handbook 3205.1, Continuity of Operations (COOP) Handbook, on bargaining unit employees.

1. **Supplement 47 Applicability:** Supplement 47 will be rescinded by this supplement.
2. **Employee Rights:** The establishment of the COOP Handbook will not affect any statutory or regulatory or contractual rights of employees.
3. **No Adverse Impact:** There will be no adverse impact on bargaining unit employees' career ladder, program area position/function, or EPPES evaluations based solely for following emergency procedures as defined, and carried out in the handbook.
4. **Adverse Actions:** Management will not subject employees to any discipline/adverse actions for requesting that they be replaced or having been replaced by request during a COOP event.
5. **COOP Handbook Availability:** COOP Handbooks will be made available to all bargaining unit employees prior to use in an emergency and for use during COOP procedures. Management has determined that only functions are essential.
6. **CERG Off-Duty COOP Response:** COOP Emergency Relocation Group (CERG) team members contacted while off-duty to respond to a COOP event may request, when available and practical, to have another employee assigned their essential functions recognized under the COOP Handbook.
7. **CERG Off-Duty Contact Information:** Only CERG team members will be requested to provide off duty contact information. Employees who do not provide personal off duty contact information will not have violated any HUD policy.
8. **Personal Information:** No employee personal information will be released to the public under a COOP plan/event.


9. **No Employee Involuntary Relocation:** No employee will be involuntarily relocated to another office under COOP Handbook procedures except for declared emergency COOP events and then only on a temporary basis, until the COOP event has ended, or other negotiated space arrangements have been concluded with the Union.
10. **Relocation Costs:** There are no relocations involved in COOP.
11. **Reassignments:** There are no reassignments for COOP purposes.
12. **Reasonable Accommodations:** Management agrees to all applicable reasonable accommodations agreements and policies.
13. **Pay and Leave:** CERG members will not suffer any loss of leave, any loss of pay, or be disciplined for not reporting to work on time due to any delay attributed to a COOP event.
14. **Leave Requests:** Management agrees that leave requests received from CERG members that have already been submitted and/or approved may be rescinded during a COOP event only as allowed by statute.
15. **Background Checks:** Management does not intend to require new or additional background checks.
16. **Program Work Assignments:** Management agrees that, when possible, out-stationed CERG members will continue to receive program work assignments from their remote supervisor.
17. **Security:** Alternate HUD office locations initiated under COOP will be safe and secure for HUD employees.
18. **Training Availability:** Bargaining Unit members of COOP emergency relocation group teams will be provided the necessary training and information related to their COOP duties.
19. **Data Security:** Management agrees that all employee/personnel data will remain secured during COOP events.
20. **Actual Travel Expenses:** Reimbursement of "Actual Travel Expenses" requires approval at the Assistant Secretary level. Consequently, the parties agree that the Office of the Chief Financial Officer will be requested to immediately develop streamlined procedures for obtaining Assistant Secretary approval of actual expenses where government approved rates are not available during a COOP event.
21. **Minimum Alternate Office Location Standards:** Management intends that any alternate HUD office location initiated under COOP will meet minimum Department of Labor, Occupational Safety and Health Administration (OSHA) standards.

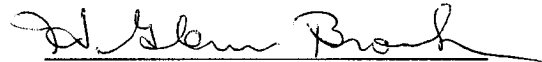
22. **Succession/Delegation:** Any employee delegated for succession of authority for a COOP event will be made aware of their responsibilities.
23. **Performance of Essential Functions:** Management agrees it is their intention to fill essential functions with current employees conducting those functions whenever and wherever possible during a COOP event.
24. **COOP Purpose:** It is not the intention of the agency that a COOP event will be used to prevent employees from performing their functions and duties and retaining their pay status. A COOP event is only intended to be a maximum of 30 days.
25. **Work-At-Home:** An employee may be authorized to work-at-home during a COOP event.
26. **Obligations during a COOP event:** During a COOP event, both parties recognize that the Department may be operating under emergency conditions as outlined under Section 7106 of the statute.
27. **Subsequent Agreements:** The provisions of this supplement will be considered in any future agreement relating to the subject of the COOP Handbook.
28. **Union Notification:** At the initiation of a COOP event, the COOP Coordinator and/or the Coordinator of the emergency relocation site (CERG) will notify the affected Local AFGE representative as soon as reasonably possible. In addition, the agency will follow the above procedures concerning any incident or threat that could have resulted in a COOP event.
29. **COOP Issues:** COOP subjects may be discussed at meetings designated for Labor Relations issues. Topic discussions will be considered by the agency.
30. **Local Bargaining:** Management agrees that in accordance with Article 5, bargaining shall be conducted at the local level as appropriate. National, HQ, Regional, Field, or other operational office's COOP plans shall be provided to the appropriate AFGE Union organization in a complete or "redacted for security reasons version" (as management shall determine). The Union agrees the full or "redacted" COOP plans are For Official Use Only, and are not to be redistributed by the union. However, Management agrees, COOP plans may be summarized for the union's internal purposes or for informational purposes to members. While Union operations are not considered an essential function under the COOP definition, Management recognizes the need for involvement of the Union in all phases of a COOP event.
31. **Union Rights:** Management agrees employees will be provided access to the Union for representational purposes during COOP events.
32. **Article 5 Requirement:** Any additions or changes to this COOP Handbook will result in a new Article 5 Notice.
33. **Signed and Distributed Supplement:** Management agrees to provide AFGE Council of HUD Locals 222 President, and all members of the negotiating team a copy of the signed Supplement within 30 days of execution and that it will be distributed.

34. **Effective Date:** The COOP Supplement and Handbook will become effective upon approval or no later than 30 days from the date signed by the parties.


For Management:

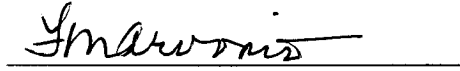
For AFGE:

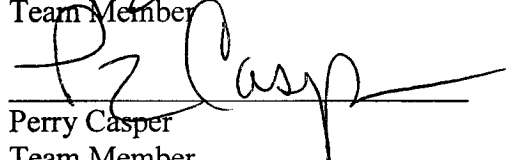

James L. Keys
Chief Negotiator

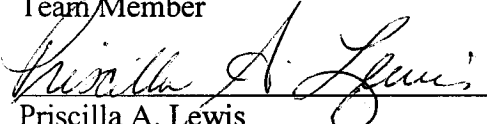

H. Glenn Brown
Chief Negotiator


Martin Turner
Team Member


Tim Oravec
Team Member


Faye Arvonio
Team Member


Perry Casper
Team Member


Priscilla A. Lewis
Team Member

Date: 2/11/05

Date: 2/11/05

Approved: _____
Deputy Assistant Secretary for
Human Resource Management

Approved: _____
President, AFGE, National
Council of HUD Locals 222

Date: _____

Date: _____