

National Supplement
Between
Department of Housing and Urban Development
and
American Federation of Government Employees Council #222.

Subject: ADP Security Program

1. **Scope.** The scope of this agreement relates to the impact and implementation of Management's proposed Handbook 2400.23, ADP Security Handbook.

2. **Purpose.** The purpose of this supplement to the ADP Security Handbook is to balance the statutory and regulatory requirements that the Department adequately protect the security of the data and information of its systems, while ensuring that such ADP security requirements do not deny, as stated in Executive Order 10450, "individual employees fair, impartial, and equitable treatment at the hands of Government, or rights under the Constitution and laws of the United States or this order."

3. **Corrections to Background Investigation.** Employees will be given an opportunity to correct or add to the records of an ongoing background investigation.

4. **Sensitivity Levels.** The parties agree that the sensitivity of positions will be determined in relation to the sensitivity level(s) of Departmental systems accessed by employees, and that such sensitivity relates to system-by-system designation as to its data sensitivity and mission criticality of the Department in accordance with standards established in FPM 732. Any determination that an employee must undergo a security screening will be based strictly on sensitivity level(s) of Departmental systems accessed by the employee.

The Union will be given notice of the sensitivity level of all sensitive systems, which will be updated annually and provided by Management.

5. **Orientation and Training.** As a part of new employee orientation, all entering HUD employees will receive, as a part of their Orientation Process, materials describing their responsibilities relative to their potential access and use of sensitive and critical data or systems. The Union will receive an advance copy of orientation materials intended for the new employees. Employees will be required to acknowledge receipt of such materials.

Employees whose positions require access to sensitive data and systems will be offered periodic (at least annual) training on ADP Security awareness and practices. Management will determine and designate which employees will receive such training based on the sensitivity of systems accessed. The Union will receive copies of material distributed during this training.

6. **Debriefing.** Supervisors shall debrief all employees terminating assignments with sensitive systems. Such debriefings will constitute such discussions as employee reminders regarding non-disclosure of sensitive data to which employees may have been exposed. The contents of these debriefings will contain the standard elements identified in Section 4-7 of the ADP Security Handbook. Management will identify to the employees those permissible persons to whom subsequent disclosures may be made, if any, the nature of the sensitive material which should not be disclosed. Employees will be briefed on their continuing responsibilities and will be asked to sign an acknowledgement of receipt of such debriefing.

7. **Access Removal.** Management should provide notice to the Union and employee at the time it removes an employee's access to sensitive materials as a result of any adverse action and describe the reason for the action, consistent with the contract and Federal personnel law.

8. **Sensitive Position Designations.** Management determinations regarding sensitive position designations will be made in accordance with applicable law and regulation. A determination as to position sensitivity regarding other programs will be made independent of the provisions of the HUD Handbook on ADP Security, based on criteria of those programs.

9. **Grievances.** The negotiated grievance procedure will be available with respect to any personnel actions resulting from findings made in connection with the ADP Security Handbook. This provision in no way diminishes the availability of employees' rights to grieve in accordance with the Master Agreement between the parties.

10. **Work Product Retrieval.** Employees' rights to access or retrieve HUD work products electronically stored in Department systems shall be protected while the employee remains in a specific sensitive position, unless an ongoing investigation results in management's determination of the need to limit access. Upon leaving such a position, management will give consideration for reasonable requests for employees' final access to that system.

11. **Badges.** The parties recognize that the Agency's current need for ADP security is being met without resort to the wearing of badges, and is expected to continue, except as identified in selected highly sensitive locations determined by management.

12. **Penalties.** Whenever "penalties" are discussed in the ADP Security Handbook, the meaning shall be in accord with the definition of penalties contained in the FPM and appropriate implementing HUD guidance.

13. **Positions Identified for Background Investigations.** Management will make every effort to keep to a minimum those positions requiring security background investigations, consistent with prudent deployment of staff and program mission accomplishment. However, when positions have been designated as requiring security background investigations, the incumbents must meet security requirements. Employees who choose not to undergo Background Investigation which would be required because of a position's ADP security sensitivity may be reassigned to other available positions at management's option.

14. **Password Disclosure.** Non-negligent inadvertent disclosure of one's password shall not necessitate disciplinary action.

15. **Security Standards.** HUD's ADP Security Handbook standards are promulgated in accordance with the standards established by the Secretary of Commerce pursuant to the Computer Security Act of 1987, and other relevant laws, rules, and regulations.

16. **Uniform Criteria.** The criteria used to assess the sensitivity and criticality of HUD ADP systems, and the positions within those systems, will be uniformly applied on a Department-wide basis.

17. **Privacy Act Training.** ADP Security Handbook training will include appropriate treatment of the requirements of the Privacy Act.

18. **Union Receipt of Background Investigation Lists.** As the information identifying positions requiring Background Investigations becomes available, the Union will periodically receive lists of those affected positions.

19. **Lack of Opportunity for Training.** Management will give appropriate consideration to an employee's lack of opportunity to attend ADP Security training during any determination of the consequences of the employee's violation of security requirements.

20. **Allegation of Security Breach.** In determining whether disciplinary action is appropriate with respect to a security breach, management will weigh all of the relevant facts, including whether the breach was a mere allegation.

21. **Repeat Background Investigations.** Employees who have undergone the appropriate Background Investigation and can demonstrate its currency, will not be required to undergo another one unless their current job requires a higher level of investigation or the period of the current investigation expires.

22. **Vacancy Announcements.** To be added to Position Vacancy Announcements, as appropriate: To the extent possible, vacancy announcements will state the sensitivity level of the position to be filled, and will state that the position may be subject to Background Investigations to fulfill execution of functions relative to access to sensitive and critical data and/or systems of the Department.

23. **PD's and EPPES.** Where appropriate, management will review and amend position descriptions and/or performance standards to reflect any changed or additional duties relating to ADP security.

24. **Access to Systems.** The Department will ensure that systems security controls will be consistently applied so as to enable adequacy of employees' security access to systems required to accomplish position functions.

25. **ADP Security Reviews.** When possible, the Union will be notified of management's intent to perform planned reviews of ADP security in a specific work environment.

26. **Log Notice.** Where an employee's name is placed on a security violations log, the employee will be notified and provided an opportunity to respond to the person responsible for keeping the log.

27. **ADP Security Implementation.** With regard to implementing ADP security systems responsibilities, management will make every effort to minimize the effect on employees.

28. **Information Disclosure.** No employee having access to or possession of critical or sensitive information shall disclose this information to another individual not cleared for that information, or having the need to know the information, without authorization from the responsible supervisor.

29. **Reassignment.** Employees who choose not to undergo Background Investigations which would be required because of a position's ADP security sensitivity may be reassigned to other available positions at management's option. Employees choosing to leave such positions may do so without prejudice.

30. **Handbook Changes.** Pursuant to this Supplemental Agreement, the draft proposed ADP Security Handbook 2400.23 will incorporate the following changes into the final ADP Security Handbook 2400.23:

- a. Paragraph 3-1. a., ... serious breaches of security, such as sharing of passwords; alteration of systems to enable illicit personal gain; and installing personal, unauthorized software which might result in infecting the system or equipment of the Department with a computer virus
- b. Paragraph 4.5. a. (Substitute) Management shall review program functions to ensure that control of an entire sensitive function, such as collection, disbursement, and validation of collections, including automated entry of relevant data and systems, are not under a single individual's control.
- c. Paragraph 4-5 - Delete the last sentence of b. "The operator who ... to security."
- d. Delete paragraph 4-6, Labor Disputes, in its entirety.
- e. Paragraph 4-7. b. (Substitute) Removal, Suspension, and/or Furlough. Supervisors should be particularly sensitive to conditions surrounding intended actions on employees, such as removal, suspension, or notification to furlough for 30 days or less. The supervisor may consider removing the employee from the sensitive area(s) before informing him/her of such actions. Consideration might be given to rotating the employee to a non-sensitive position before such an action (an easy procedure if the jobs rotate regularly), or to removing him/her from the sensitive job's site and not allowing him/her to return to that location. Where the supervisor determines to take such action, the employee should not have access to sensitive materials after receiving that notice and may require an escort.

- f. Paragraph 5-4 e. (3) (Substitute) Employee Awareness. Employees are encouraged to be alert to the presence of unknown visitors in their work space as it may affect the security of data, systems, or equipment of the Department and report any unusual circumstances to appropriate management.

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