

SETTLEMENT AGREEMENT

The Department of Housing and Urban Development (HUD) and the American Federation of Government Employees, Local 476, AFL-CIO (AFGE or Union) agree to the following terms and conditions as full and complete settlement of the Union's May 3, 2021, Grievance of the Parties: OCIO Unfair Labor Practices and Violations of the Collective Bargaining Agreement, Laws, and Regulations, and the Union's June 11, 2021, Unfair Labor Practice Grievance of the Parties: Denial of Information Requested under 5 U.S.C. § 7114(b)(4) (OCIO).

1. HUD agrees to provide, within 30 days of signing this Settlement Agreement, a signed letter to each of the 17 affected employees in the Office of the Chief Information Officer (OCIO), Enterprise Program Management Division (EPMD) stating that the employee's letter of performance concern is rescinded and it will not be considered in any performance rating or other performance evaluation.
2. The Union shall provide a list to confirm the names of the affected employees and the dates of the letters of performance concern after the parties sign this agreement.
3. HUD agrees to issue performance standards for the 2022 performance period (October 1, 2021–September 30, 2022) for EPMD employees in a manner consistent with the CBA, including both the process for issuing the standards and the content of the standards, Management shall hold a performance management meeting(s) in accordance with CBA Article 30, Section 30.06(1)(b)(i), and Management shall notify the Union of the performance management meeting(s) in accordance with CBA Article 30, Section 30.06(1)(b)(iii) and Article 4, Section 4.04.
4. HUD agrees to provide the Union with a signed copy of each letter issued under paragraph 1, a copy of the 2021 performance rating for each affected employee, and a copy of the EPMD performance standards issued for the 2022 performance period. HUD will provide the copies to the Union at the same time that the documents are issued.
5. The Union agrees that immediately upon HUD's fulfillment of its obligations under this Settlement Agreement, as specified in paragraphs 1, 3, and 4, the Union will withdraw its May 3, 2021 Grievance of the Parties, its June 11, 2021 Unfair Labor Practice Grievance of the Parties, and related requests for information dated April 1, 2021, May 6, 2021, May 17, 2021, and June 14, 2021.
6. The Union does not waive any rights other than the withdrawal of the actions listed above contingent upon HUD's fulfillment of its obligations under this agreement. If HUD fails comply with any of the provisions of this agreement, management shall remain obligated to promptly respond to any outstanding requests for information.
7. Nothing in this Settlement Agreement constitutes an admission of liability or indication of guilt, wrongdoing, violation of contract, Unfair Labor Practice, violation of the Federal Service Labor-Management Relations Statute (5 U.S.C. §§ 7101-35) or violation of any other law, rule or regulation by any Party or individual, including HUD managers and supervisors who issued and/or rescinded the above-referenced letters of performance concerns.

8. This Settlement Agreement is non-precedential and cannot be cited in any future grievance, arbitration, Unfair Labor Practice proceeding or other matter unrelated to the Union's May 3, 2021, or June 11, 2021, Grievances mentioned above, but may be cited by the Agency or the Union in any proceeding, whether judicial or administrative, in order to enforce the terms of the Settlement Agreement.

For HUD:

ANDREA ALLEN

Digitally signed by ANDREA ALLEN
Date: 2021.10.26 17:18:21

A. Bobby Allen

A. Bobby Allen

for

Mark Zaltman
Acting Branch Chief
Employee and Labor Relations, HQ
HUD

For AFGE Local 476:

Jerry Gross

Jerry Gross
Steward
AFGE Local 476

DATE: October 26, 2021

October 26, 2021