

National Supplement 37
Between
The United States Department of Housing and Urban Development
And
American Federation of Government Employees
National Council HUD Locals 222

SUBJECT: FHA RESOURCE CENTER MODERNIZATION PROJECT - PHASE 1

Scope: This Supplement covers the impact and implementation of the FHA Resource Center Modernization Project - Phase 1 (RCMP-P1), as described in the Agency's June 15, 2021, Article 49 Notification to the Union and as amended on July 8, 2021.

1. Negotiations shall begin on a mutually agreeable date and time.
2. This Supplement shall not diminish or waive any rights that the affected BU employees have under the AFGE Agreement, law, rule or regulation.
3. No employee or position will be removed from the bargaining unit as a result of the above subject matter.
4. Annual leave and/or sick leave previously approved will not be rescinded as result of the above subject matter.
5. There shall be no adverse impact to employees' alternative work schedules as a result of the above subject matter.
6. There shall be no adverse impact to existing employees telework agreements as result of the above subject matter.
7. There shall be no adverse impact to existing reasonable accommodations as a result of the above subject matter. If the Agency believes that a reasonable accommodation must be altered, it will inform the employees and provide Article 49 notice to the Union in a confidential manner.
8. Withdrawn.
9. There will be no negative impact on an employee's performance during FY 2023 that is a result of the implementation of RCMP-P1.
10. There shall be no adverse impact to employees' duty station.

11. Upon completion of negotiations, Management will provide the Union with an updated RCMP-P1 Project Schedule and data evidencing User Acceptance Testing (UAT) resolutions, on a quarterly basis, through FY23.
12. Withdrawn
13. The Union will be notified of future changes and updates impacting RCMP-P1 in accordance with Article 49 of the HUD-AFGE Collective Bargaining Agreement.
14. Bargaining Unit Employee will be provided a minimum of 6 months of training to get acclimated with RCMP-P1. Management will ensure and provide adequate training for affected BUEs for any future release, version, and/or iteration of RCMP-P1.
15. Regarding future releases, Management agrees to develop and provide a Training Plan to the Union that includes training outlines, timeframes, and methods of delivery. In developing the refresher training plan, Management shall solicit and include input from the affected BUEs.
16. The implementation of RCMP-P1 will include basic and advanced system training and ongoing support.
17. Bargaining unit employees affected by the implementation of RCMP-P1 shall not be held responsible for any errors made in the performance of their duties prior to the final negotiations of this supplement. BUE's performance evaluations shall not be lowered due to tasks performed in the newly implemented RCMP-P1.
18. Employee performance elements and standards for FY23 will not be changed related to the implementation of RCMP-P1. Should the agency decide to make changes to the performance elements in the future, the Agency will fulfill its obligations under the CBA.
19. No bargaining unit employee will be involuntarily separated or downgraded as result of the implementation of RCMP-P1.
20. RCMP-P1 and its successor systems shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that RCMP-P1 and its successor shall not be executed in any manner conflicting with the provisions of the Agreement, including but not limited to Supplement 9 "HUD Standard Operating Protocols" of the Agreement.
21. The primary use of RCMP-P1 is to improve the delivery of HUD customer service to citizens, constituents, and stakeholders. Subsequently, data collected (e.g., metrics, direct feedback, etc.) at either itemized and/or aggregate levels will not be used to discipline an individual employee without substantiation.
22. The primary use of the RCMP-P1 is to improve the delivery of HUD customer service to citizens, constituents, and stakeholders. Data collected (e.g., metrics, direct feedback,

etc.) at either itemized and/or aggregate levels, and/or feedback collected on an individual's performance will not be used prior to the FY23 performance appraisal cycle.

23. Management will ensure RCMP-P1 complies with applicable federal law, department standards and terms of the collective bargaining agreement pursuant to The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990 (ADA), and 2008 as amended.
24. To the maximum extent possible, work as a result of implementation of RCMP-P1 will be distributed equitably among affected bargaining unit employees. Workload, new and existing, created by the implementation of RCMP-P1 shall be commensurate with grade and position description. The phrase, "other duties as assigned", as used in position descriptions means duties basic to the job. This phrase will not be used to assign work not reasonably related to an employee's basic position description.
25. In applying performance elements and standards as a result of final implementation of RCMP-P1 after all training has been completed, affected BUE performance appraisals shall take into account all of the job functions employees are expected to perform and the actual amount of time available (or not available) to perform these functions.
26. Training(s)
 - a. Management agrees that all other trainings previously approved shall not be rescinded as a result of RCMP-P1 implementation.
 - b. Management agrees to provide the Union with a list of all of the 250 Tier 3 BUEs selected for the NICE inContact CXone.
 - c. Management shall develop the criteria to be used to select BUEs for the HUD Tier 3 Network and BUEs for the CTI Pilot/Small Group allowing feedback from the Union within 15 days of receipt of the criteria prior to the implementation of the criteria.
 - d. RCMP-P1 Test-and-Learn Pilot programs will be conducted in accordance with Article 55 - Pilot Programs and Demonstration Project of the CBA.
27. The Regional Customer Experience Officer will not be utilized to rate affected employees in their performance appraisal.
28. Management and the Union agree to negotiate any new provisions, requirements, or other action items, dictated by Congress or the OIG to the Agency (HUD) on matters that will have a direct or indirect impact on bargaining unit employees in the performance of their duties. The parties agree that only the provisions specified in the directives from Congress, or the OIG and not previously negotiated or otherwise addressed in this supplement shall be negotiated.
29. Management agrees to assign work consistent with SMART standards. System generated assignments, monthly, weekly, or daily quotas shall be adjusted to account for BUEs vacation, leave (including use or lose), unanticipated sick leave, and holidays. BUEs

shall not be penalized for unmet quotas, or target numbers resulting from these circumstances. Under these circumstances, workloads shall be appropriately adjusted or otherwise modified, and timelines shall be extended consistent with their time away from the office. BUEs will not be penalized by taking or using earned leave.

October 5, 2022

For Management
SHEILA SAYLES

Digitally signed by: SHEILA SAYLES
DN: CN = SHEILA SAYLES C = US O = U.S.
Government OU = Department of Housing and
Urban Development, Office of Administration
Date: 2022.10.07 14:19:50 -04'00'

Sheila P. Sayles, ELRD
Chief Negotiator

JULIE SHAFFER

Digitally signed by: JULIE SHAFFER
DN: CN = JULIE SHAFFER C = US O = U.S.
Government OU = Department of Housing and
Urban Development, Office of Administration
Date: 2022.10.07 10:53:22 -04'00'

Julie Shaffer
Team Member

ANTHONY
TRIOLO

Digitally signed by: ANTHONY TRIOLO
DN: CN = ANTHONY TRIOLO C = US O = U.
Government OU = Department of Housing
and Urban Development, Office of Housing
Date: 2022.10.07 13:37:50 -04'00'


Anthony T. Triolo
Team Member

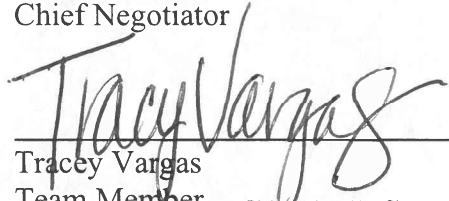
DANIEL
RICHARDSON

Digitally signed by: DANIEL RICHARDSON
DN: CN = DANIEL RICHARDSON C = US
O = U.S. Government OU = Department of
Housing and Urban Development, Office of
Housing
Date: 2022.10.07 11:29:25 -06'00'

Daniel L. Richardson
Team Member

For the Union


James B. Flynn, AFGE
Chief Negotiator


Tracey Vargas
Team Member

Sharron A
Mullen

Digitally signed by: Sharron A
Mullen
DN: CN = Sharron A Mullen email =
Sharron.A.Mullen@hud.gov C = US
Date: 2022.10.11 14:18:34 -06'00'

Sharron Mullen
Team Member

Antonio Gaines
Team Member

Jeffrey Hoffman
Team Member