SUPPLEMENT NO. 4

SUPPLEMENTAL AGREEMENT BETWEEN THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES COUNCIL 222 (HEREINAFTER "THE UNION") AND THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HEREINAFTER "MANAGEMENT") ON THE MULTIFAMILY ASSET MANAGEMENT PROJECT SYSTEM (AMPS)

<u>Scope:</u> This Supplement covers (1) the impact and implementation of the Asset Management Project System (AMPS), and (2) the impact of Management's implementation of AMPS in MFRT waves one, two and three prior to mid-term bargaining notice.

Section 1: <u>Performance Standards and Appraisals</u>: Management agrees to remove any specific reference to AMPS in the employees' performance elements and standards. There shall be no adverse impact upon any bargaining unit employee including, but not limited to, work flow, mission/goals, performance requirements and performance evaluation based solely on a supervisor's analysis of an AMPS report.

<u>Section 2:</u> <u>Adverse Action:</u> Management shall not take any adverse action against an employee exclusively in connection with implementing AMPS.

<u>Section 3:</u> <u>Adverse Impact:</u> Management agrees to provide remedies to employees in MFRT waves one, two and three who were adversely affected by Management's implementation of AMPS prior to mid-term bargaining notice. Management will apply remedies expeditiously.

<u>Section 4:</u> <u>Work Schedules, Telework:</u> Any changes to employees' alternate work schedules or existing employee telework agreements will be in accordance with the HUD-AFGE Agreement and any applicable supplements.

<u>Section 5: Reasonable Accommodations:</u> There shall be no adverse impact to any reasonable accommodation of any affected employee.

<u>Section 6: Training:</u> Management shall provide employees with a reasonable training period before implementing AMPS and will provide follow-up training as needed based on changes to the system.

<u>Section 7: Standard Operating Procedures (SOP) Standard Work (SW):</u> Management agrees to replace its office-by-office, region-by-region AMPS SOP/SW and punch lists with one SOP/SW for all impacted offices within 90-days of the execution of this agreement. Management agrees to solicit, consider, and incorporate input from impacted bargaining employees in the development of the AMPS SOP/SW.

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<u>Section 8: Employee Accessibility to AMPS:</u> Management agrees to "stop the clock" in AMPS if the achievement of a deadline is dependent on another HUD program area, HUD employee, or third party over which the Asset Management employee has no control. Employees will have the ability in a dedicated iREMS, or successor system, field(s) to write the log number of an AMPS action and record notes pertaining to that AMPS action, and when extenuating circumstances exist, Management agrees to consult with the employee and "stop the clock" when warranted. The iREMS notes will automatically be included in the AMPS reports.

<u>Section 9: Rights:</u> This Supplement shall not diminish or waive any rights that bargaining unit employees have under the HUD/AFGE Collective Bargaining Agreement, law, rule or regulation. All Provisions of the MFRT Supplement and its Appendices shall remain in effect.

<u>Section 10:</u> <u>Promotions/Upward Mobility</u>: Employee promotions, upward mobility or career ladder positions shall be governed in accordance with the HUD-AFGE Agreement and any applicable supplements.

<u>Section 11: Future Changes:</u> The Union will be notified of future changes to the AMPS System in accordance with Article 49 of the HUD-AFGE Collective Bargaining Agreement.

<u>Section 12:</u> <u>Disciplinary Action:</u> Management will not take any action against an employee exclusively as a result of implementing or making changes/upgrades/enhancements to AMPS; including, employees who are unable to access their work products/assignments/data or perform their work exclusively due to the implementation or changes/ upgrades/enhancements to AMPS.

<u>Section 13:</u> <u>Workload Management:</u> Supervisors will take into consideration the assignment of AMPS related work in relation to an employee's overall workload, and Management will adjust the employee's workload accordingly. All changes to performance standards/appraisals will be accomplished in accordance with the HUD-AFGE Collective Bargaining Agreement and relevant supplements.

<u>Section 14: Bargaining Unit Status:</u> No position will be removed from the bargaining unit as result of implementation of AMPS.

<u>Section 15: Leave:</u> Annual Leave and/or Sick Leave previously approved will not be rescinded as a result of implementation of AMPS.

AMPS SIGNATRUE PAGE

For the Union James Flynn

Chief Negotlator

Kari LaLonde

Negotiator

Rochelle Wilkerson

regotiator

Deborah Slakes

Negotiator

Antonio Carraway Negotiator

Date: February 25, 2016

For Management

Mark Zaltman

Chief Negotiator

Joe Dubose

Negotiator

Walter Wynn

Negotiator

SUPPLEMENT NO. 4 SIGNATURE PAGE

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