NATIONAL SUPPLEMENT 11

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

Subject: Implementation of the new Loan Review System in the Office of Single Family Housing

Scope: The scope of this supplement encompasses the impact and implementation of the new Loan Review System on bargaining unit employees. The new automated system and associated business process changes will unify loan and lender level quality control processes that are currently managed in multiple systems. The system will be used by Single Family staff to manage all loan-level and lender compliance review activity.

- 1. <u>Status Quo:</u> Status Quo will remain until completion of bargaining in accordance with Article 49 of the HUD AFGE Agreement.
- 2. <u>Employment:</u> No bargaining unit employee will be involuntarily separated or downgraded as a result of the Department's implementation of the new Loan Review System.
- 3. <u>Bargaining Unit Employees:</u> No position will be removed from the bargaining unit as a result of implementation of the new Loan Review System.
- 4. <u>Reasonable Accommodations:</u> The implementation of the Loan Review System will not affect employees' existing or pending reasonable accommodations. The implementation of the Loan Review System shall be in compliance with the Departmental Reasonable Accommodation Policies and the HUD AFGE Agreement.
- 5. <u>Alternative Work Schedules:</u> There shall be no adverse impact to the alternative work schedule of any affected bargaining unit employee as a result of the proposed changes. In the event that alternative work schedules need to be temporarily suspended or adjusted to prepare for implementation of the new Loan Review System, management will adhere to Article 16 of the HUD AFGE Agreement.
- 6. <u>Telework:</u> There shall be no adverse impact to the telework agreement of any affected bargaining unit employee as a result of the proposed changes. In the event that telework agreements need to be temporarily suspended or adjusted for training for the new Loan Review System, supervisors may require the teleworker to modify his/her telework schedule in order to

participate in a mandatory training activity in accordance with HUD Handbook 625.1.

- 7. <u>Leave:</u> Any leave and/or sick leave previously approved shall not be rescinded as a result of the implementation of the Loan Review System.
- 8. <u>Transition Plan:</u> Management will implement a transition plan that recognizes the learning curve associated with the new Loan Review System and will extend file review work deadlines. Management will apply performance management standards to bargaining unit employees as described in proposal 9 (performance management) below. According to management's final transition plan provided to the Union, beginning with month one of the Loan Review System operation, workload will resume at 50% of normal capacity, in month two at 75% of normal capacity, and workload will return to 100% of normal capacity in month three. Any subsequent changes to the final transition plan is subject to Article 49 of the HUD AFGE Agreement.
- 9. <u>Performance Management</u>: Affected bargaining unit employees' performance standards for FY17 will remain the same as those currently in place for FY16. Management will provide FY18 performance standards to the Union no later July 1, 2017.
- a. To the maximum extent possible, work as a result of implementation of the Loan Review System will be distributed equitably among affected bargaining unit employees. The phrase "other related duties as assigned" as used in position descriptions means duties related to the basic job. This phrase will not be used to regularly assign work to an employee not reasonably related to their basic position description.
- b. In applying performance elements and standards as a result of implementation of the Loan Review System, affected bargaining unit employees' performance appraisals shall take into account all of the job functions they are expected to perform and the actual amount of time available (or not available) to perform those functions.
- c. The parties agree that affected bargaining unit employees will be required to continue to perform work assigned to them consistent with their FY17 performance standards. To ensure that they are afforded every opportunity to be successful, management will provide them with regular and ongoing feedback on their performance.
- d. Bargaining unit employees who have work products in the pipeline that are caught in the transition from the Underwriting Review System and Approval, Recertification and Review Tracking System to the new Loan Review System shall not be adversely impacted for errors, timeframes or other requirements directly related to the implementation of the new Loan Review System consistent with Article 30 of the HUD AFGE Agreement.

- e. Upon notification of the "Go Live" date, bargaining unit employees will be held harmless for not meeting the metrics as outlined in their FY17 performance standards (element) "Workload Management" for any subsequent work assigned through the end of FY17.
- 10. <u>Training:</u> Management agrees that new Loan Review System training will not commence prior to the conclusion of bargaining. All other trainings previously approved shall not be rescinded as a result of the proposed changes.
- a. Management will adhere to the terms of the Agreement to provide training as identified by either the bargaining unit or Management for new or critical duties of affected Single Family Housing employees that they currently do not perform. Any bargaining unit employee that conducts this training will have their workload adjusted pursuant to the Agreement.
- b. Before expecting employees to complete assignment in the new Loan Review System to a fully successful performance level, Management will ensure and provide adequate training.
- c. Management will provide its proposed training plan along with the Standard Operating Procedures for the new Loan Review System to the Union immediately upon completion. Upon receipt, the Union reserves the right to negotiate the impact and implementation of the training plan and Standard Operating Procedures on bargaining unit employees.
- 11. <u>Adverse Impact</u>: There shall be no adverse impact on any affected employee as a result of the proposed changes.
- 12. <u>Preservation of Rights:</u> Implementation of an agreement related to the new Loan Review System shall not diminish or waive any rights that bargaining unit employees have under the HUD-AFGE Collective Bargaining Agreement, law, or government-wide rule or regulation.
- 13. <u>Out-stationing:</u> Management shall continue to provide out-stationing to employees impacted by the implementation of the new Loan Review System.

For Management

Wette White

ef Negotiator

Ion Hadley

Antonio Gaines

Sem & Dumont

Glenn Dumont

Nyaisha McDaniel

Christopher Mclennon

Kijin Gordor

Lisa Morris Union Observer

12/1/2016

December 1, 2016 Date: