

NATIONAL SUPPLEMENT 43

Between the

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

Subject: ONAP's Tribal HUD VASH Reporting Tool Implementation

Scope: The scope of this Supplement applies to the implementation of ONAP's Tribal HUD Veterans Affairs Supportive Housing (Tribal HUD VASH/THV) Reporting Tool for HUD AFGE Bargaining Unit Employees in the Office of Public and Indian Housing's (PIH) Office of Native American Programs (ONAP). The Tribal HUD VASH (THV hereafter) Reporting Tool is an electronic replacement for the current paper-based reporting of required tenant data information based on the information in the Form HUD-50058, designed to house data in a central location.

1. Pilot/Test Program: The Agency shall conduct a pilot/test program prior to releasing the THV Reporting Tool to ensure that each employee that utilizes the system has a comprehensive understanding of the THV Reporting Tool. The pilot shall consist of a minimum of 25% of all ONAP workforce that represents a diversity of series, pay grades, job titles, and duty stations that utilize the THV Reporting Tool in any capacity.
2. User Acceptance Testing (UAT): The Agency shall conduct appropriate User Acceptance Testing (UAT) and feedback protocols in accordance with appropriate IT development and implementation standards as dictated by federal law, executive order and any HUD policy governing access to databases. Such UATs shall commence after each iteration, development enhancement, modification, customizations not realized at the time of bargaining, or analogous change. The UAT shall include a minimum of 10% of all ONAP workforce that represents a diversity of series, pay grades, job titles, and duty stations that utilize the THV Reporting tool in any capacity.
3. Status Quo: Management agrees that regarding the new THV Reporting Tool, it shall maintain the status quo and not implement THV Reporting Tool until the Parties (i.e., HUD and AFGE Council 222) complete mid-term negotiations in accordance with Article 49, Section 49.02 of the HUD-AFGE Agreement and the Federal Service Labor-Management Relations Statute.
4. Future Union Notification: In accordance with Article 49, Management shall provide a notification and demonstration to AFGE Council 222 and AFGE Locals of any more than de minimis changes to the THV Reporting Tool, which could include iterations, enhancements, or customizations., which trigger a duty to bargain shall be subject to bargaining consistent with the collective bargaining agreement.

5. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement, for the implementation of the new THV Reporting Tool shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), law, or government-wide regulation.

6. No Adverse Effects: Management agrees that there shall be no separations, reductions in grade levels, changes in titles and series, or involuntary relocations for all the affected bargaining-unit employees solely due to the implementation of the new THV Reporting Tool. Management agrees that there shall also be no changes to affected employees' reasonable accommodations, previously approved leave, telework agreements, remote work, alternative work schedules, nor duty stations. No affected employees' bargaining-unit status shall change due to the implementation of the new THV Reporting Tool. No employee or position will be removed from the bargaining unit as a result of the above subject matter.

7. Staffing Training and Resources:

- a. Employees shall receive appropriate training on how to access, utilize, understand, and run reports of THV Reporting Tool. The THV Reporting Tool training shall be archived and/or posted on a HUD website and/or SharePoint for affected employees to be able to access and view the training on an as-needed basis; the Department will provide all affected employees with an electronic copy of the THV Reporting Tool Training Plan and User Guide/Knowledge Articles by email as an available reference tool.
- b. Management will provide training and support for employees for a minimum 120 days from the date of THV Reporting Tool formal implementation for tribal use. This period will be used to train employees and will afford employees the opportunity to get acclimated to the new system and acquire the necessary skills to perform the new duties. Management agrees to develop and provide a Training Plan that includes training outlines, timeframes, and methods of delivery and incorporate it as a part of this supplement. In support of training, Management shall provide a Training Plan and User Guide/Knowledge Articles for the THV Reporting Tool to ONAP staff. All other trainings previously approved shall not be rescinded as a result of THV Reporting Tools implementation.
- c. Management shall provide User Guides/Knowledge Articles for the THV Reporting Tool to employees that will have at a minimum, step-by-step instructions on how to access and utilize the new THV Reporting Tool. The User Guide/Knowledge Articles shall include, at a minimum, written or visual information sources with, and not limited to, answers to common questions, tutorials to use, explanatory features, or procedures to troubleshoot and resolve customer support requests. The Department will provide all affected employees with an electronic copy of the THV Reporting Tool Training Plan and User Guide/Knowledge Articles by email as an available reference tool.

8. Career Development and Performance: Management agrees that deadlines and goals in performance elements and standards shall be adjusted for affected employees to account for the amount of time they will be participating and/or providing training or working the THV Reporting Tool in accordance with Article 29, Section 29.01(10) and Article 30, Section 30.07(5) of the HUD-AFGE Agreement. Employee's performance evaluations shall not be

lowered due to tasks performed in the newly implemented ONAP THV Reporting Tool. Data collected (e.g., metrics, direct feedback, etc.) at either itemized and/or aggregate levels, and/or feedback collected on an individual's performance for any operational errors or operational deviations will not be used prior to performance cycle occurring for one (1) full performance rating period after completion of final implementation of the THV Reporting Tool for Tribal use. Any subsequent changes to employee EPPES will be in accordance with Article 30 of the HUD/AFGE collective bargaining agreement.

9. Technical Assistance: BUEs will not be responsible for the accuracy or correction of information submitted by external clients in the THV Reporting Tool. It is not management's intent for employee's use of THV Reporting Tool to require additional responsibilities for data accuracy validation, beyond what staff are normally required to do. Management agrees that ONAP Staff shall be the point of contact (POC) for THV grantees for policy and program questions. Management does not intend for ONAP staff to provide technical assistance to tribes or other customers if not provided for in THV resource materials. Technical assistance that cannot be resolved by ONAP staff utilizing said resource materials will be escalated to REAC Technical Assistance Center (TAC).

10. Duration of the Supplement: This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement. Should this Supplemental Agreement expire due to the implementation of a successor collective bargaining agreement and is not covered by or incorporated into the successor collective bargaining agreement, the Parties, by mutual consent, may agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary.

11. New/Modified Information. Management will issue notice to the Union and an opportunity to negotiate over changes to the THV which trigger a duty to bargain, consistent with the collective bargaining agreement. The parties agree that the Agency will provide the Union with the following information within sixty (60) calendar days from the date of this Supplement:

- Final User Acceptance Testing (UAT) results;
- Technical Direction Letter(s);
- Final Versions of User Guides/Knowledge Articles;
- Training Plan (Including Train the Trainer) for employees, both for THV Reporting Tool training to Tribes and internally for staff knowledge and understanding;
- Standard Operating Procedures (SOP).

It is the intent of both parties to renegotiate any new and/or modified information within the above referenced documents that is inconsistent with information provided by the Agency to the Union during negotiations and/or this supplement can result in a new duty to bargain consistent with Article 49 of the HUD/AFGE CBA.

12. No Conflicting Provisions: The ONAP THV Reporting Tool and its successor systems shall work in conjunction with and be administered in accordance with the Agreement. The Parties agree that the THV Reporting Tool and its successor shall not be executed in any manner conflicting with the provisions of the Agreement, including but

not limited to National Supplement 9 "HUD Standard Operating Protocols" of the Agreement.

13. ADA: Management will ensure the ONAP THV Reporting Tool 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.

14. Distribution of Work: To the maximum extent possible, work as a result of implementation of the ONAP THV Reporting Tool will be distributed equitably among affected BUEs. Workload, new and existing, created by the implementation of the ONAP THV Reporting Tool 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.

15. Hold Harmless: Management agrees to assign work consistent with S.M.A.R.T 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 for taking or using earned leave.

FOR MANAGEMENT:

Sheila P. Sayles 4-13-23
Chief Negotiator Date
Sheila P. Sayles, ELRD

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