

NATIONAL SUPPLEMENT 42
Between the
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222

Subject: Housing Information Portal (HIP) Implementation

Scope: The scope of this Supplement applies to the implementation of the Housing Information Portal (HIP) for HUD AFGE Bargaining Unit Employees within the Office of Public and Indian Housing's (PIH). HIP is a modernized replacement for the current PIH Inventory Management System/PIH Information Center (IMS/PIC), which is responsible for maintaining and gathering data about all PIH's programs, including but not limited to inventories of PHAs, Developments, Buildings, Units, Tribal Designated Housing Entities (TDHEs), PHA Officials, HUD Offices and Field Staff and IMS/PIC Users. This supplement goes into effect upon signatures of both parties.

- 1) **No Waiver of Applicable Rights:** The parties agree that the implementation of this Supplemental Agreement, relative to the planned implementation of the Public Housing Information Portal (HIP), which will replace the current Inventory Management System/Public and Indian Housing Information Center (IMS/PIC), does not waive any rights HUD Bargaining Unit Employees have under HUD-AFGE Collective Bargaining Agreement (CBA), law, government-wide rule or regulation, or agency policies.
- 2) **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, agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary. These negotiations shall be limited to the scope of this Supplemental Agreement.
- 3) **Future Union Notification:** The Parties agree to comply with Article 49 regarding mid-term bargaining. The Parties agree that they only have to negotiate changes in conditions in employment that rise to the level that trigger bargaining obligations under the federal Service Labor-Management Relations Statute as interpreted by precedential Federal Labor Relations Authority case law at the time (e.g., de minimis or substantial impact standard).
- 4) **System Access:** In order to perform their essential duties, the Parties agree that each BUE in Public and Indian Housing that requires access to HIP, will be granted access based upon the essential functions of their position. The Parties agree that to the maximum extent feasible, employees will not be assigned additional responsibilities beyond what staff are normally required to do solely as a result of the HIP implementation. Management retains its right to assign work under 5 U.S.C. 7106(a)(2)(b).

- 5) **Performance:** The Parties agree that BUEs who are designated Office HIP Coaches, will not be utilized to provide comments, or rate affected BUEs in performance appraisals of critical elements and/or performance standards regarding HIP implementation or usage. In applying performance elements and standards as a result of final implementation of HIP, 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 in accordance with Article 30 of the HUD/AFGE CBA.
- 6) **Technical Assistance:** BUEs will not be responsible for the accuracy or correction of information submitted by external clients in the HIP. It is not management's intent for employee's use of the HIP to require additional responsibilities for data accuracy validation, beyond what staff are normally required to do. Management agrees that PIH Staff shall be the point of contact (POC) for policy and program questions. Management does not intend for PIH staff to provide technical assistance. Technical assistance requests will be escalated to REAC Technical Assistance Center (TAC).
- 7) **Distribution of Work:** The Parties agree that until the duties of a HIP Coach are defined by management, employees will receive a reasonable amount of time to respond to notifications of PHA activity. To the maximum extent possible, work as a result of implementation of the HIP will be distributed equitably among affected BUEs. Workload, new and existing, created by the implementation of the HIP 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.
- 8) **Training:** Affected Bargaining Unit Employees shall receive training as necessary to effectively perform the work assigned as a result of the Department's implementation of HIP. Formal training shall be conducted in accordance with the provisions of Article 29 of the HUD AFGE Collective Bargaining Agreement. Management will provide training and support for employees for a minimum 120 days from the date of the signing of this agreement throughout the date of the HIP final implementation for PHA use. This includes the HIP technical training plan and other job aids that include a getting started guides, knowledge articles, webinars, and videos. The REAC Technical Assistance Center (TAC) will also be available to answer questions.
- 9) **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 HIP. Management agrees that there shall also be no changes to affected employees' reasonable accommodations, previously approved leave, telework agreements, remote work, alternative work schedules, flexi-tour, annual or sick leave, nor duty stations. No affected employees' bargaining-unit status shall change due to the implementation of the HIP. No employee or position will be removed from the bargaining unit as a result of the above subject matter.
- 10) **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 in the HIP system in accordance with Article 29 and Article 30 of the HUD-AFGE Agreement. Management agrees that Bargaining Unit Employee's performance evaluations shall not consider tasks performed in the newly implemented HIP for 1 full performance year after the employee is trained. 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 until the implementation of the HIP for PIH use. Any subsequent changes to employee EPPES will be in accordance with Article 30 of the HUD-AFGE collective bargaining agreement.

- 11) **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 by taking or using earned leave.

FOR MANAGEMENT:

Sheila P. Sayles

4-5-23

Chief Negotiator
Sheila P. Sayles, ELRD

Date

JUAN GARCIA ROLON Digitally signed by JUAN GARCIA ROLON
Date: 2023.04.05 10:14:02 -04'00'

DAS REAC
Juan C. Garcia Rolon

Date

APRIL MILNER Digitally signed by APRIL MILNER
Date: 2023.04.05 18:48:08 -04'00'

Program Manager REAC
April Milner

Date

Laymond P. Wilburn 4/4/2023

Director, OBS
Laymond Wilburn

Date

FOR THE UNION:

KIMBERLY HORTON

Digitally signed by KIMBERLY HORTON
DN: CN = KIMBERLY HORTON C + US O = U.S.
Government OU = Department of Housing and
Urban Development
Date: 2023.04.06 11:09:22 -05'00'

Chief Negotiator
Kimberly Horton, AFGE 222

Date

Salvatore Viola

President AFGE Council 222
Sal Viola

4/6 2023

Date

Eric Jackson

AFGE Alt RVP, Region 4
Eric Jackson

4/6/2023

Date

Craig Vandervort

AFGE RVP, Region 7
Craig Vandervort

Date