

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

**Subject:** HUD Information Technology Service (HITS) Contract

**Scope:** The scope of this Supplement encompasses the impact of the implementation of the HITS Contract, on bargaining unit employees.

**I. Impact on IT staff:**

1. No Adverse Impact:

- a. There will be no adverse impact on affected employees' step increases, promotion potential, or career ladders and there will be no loss of grade or pay (including special pay) during the transition period from the former contract. Additionally, no employee will be involuntarily relocated or separated during the transition period from the former contract. Transition to the HITS contract is scheduled for completion on or by August 14, 2004.
  - b. No bargaining unit employee will be terminated or separated from employment with HUD as a result of implementation of the HITS contract. No bargaining unit employee will be down-graded as a result of implementation of the HITS contract.
  - c. Pay retention shall apply to any bargaining unit employee whose rate of basic pay would be reduced as a result of placement into a non-special rate position or into a lower special rate position by management direction from a special rate position as a result of implementation of the HITS contract.
  - d. In accordance with applicable laws, rules and regulations, Management shall make a good faith effort to ensure that no bargaining unit employee's non-special rate pay, step increase, promotion potential or career ladder is negatively impacted by implementation of the HITS contract.
  - e. Future changes in working conditions, occurring after the effective date of this supplement, resulting from implementation of the HITS contract will be subject to notice and bargaining consistent with the Agreement. In the event of any such bargaining, management will give good faith consideration to any proposal for an A-76 reverse study.
2. Further Contracting Out: Management agrees it is not the agency's intent, at this time, to contract out any further IT infrastructure functions beyond the HITS contract.
3. IT services not covered by contract: HUD shall identify services not covered by the contract, and shall consider providing the opportunity for HUD staff to perform the services before offering the HITS contractor additional funding to provide such services.

4. Bargaining unit status: It is not Management's intent to remove any affected employees from the bargaining unit as a result of the impact and implementation of the HITS contract.
5. Information to affected employees: Within one week of the effective date of implementation of this supplement, Management shall provide each IT employee an e-mail message outlining the basic duties and tasks the employee can expect to be assigned before February 13, 2004. Within two weeks, each IT employee shall receive an e-mail message outlining the basic duties and tasks the employee can expect to be assigned after February 13, 2004. Employees may reasonably rely upon the "from/to" list as an accurate statement of reassignment. Management shall provide the Union bargaining team and each affected employee an organization chart showing the employee's position in the organization to which they have been assigned.
6. No waiver of Rights: This supplement does not diminish or waive any rights the Union or individual employees may have under the HUD/AFGE Agreement, law, rule or regulation to address any adverse impact.
7. Position Descriptions (PDs): All affected bargaining unit employees will be assigned to positions with classified position descriptions (PDs). Employees shall receive copies of their new PDs within 30 days of assignment to new positions and/or duties. The PDs shall provide for duties and responsibilities consistent with the employee's grade. PDs shall accurately define, identify and describe the tasks and duties for which employees will be responsible. The Council shall be provided copies of the aforementioned PDs. If a PD is not available within 30 days, Management shall provide the Council with a list of all unavailable PDs, and an estimate of the time it will take to provide each PD. In no circumstance will it take more than 60 days to provide a properly classified PD.
8. SF-52/50: Any employee reassigned to a new position will have an SF-52 completed, signed and entered into the personnel system. Management shall make a good faith effort to ensure that a copy of the SF 50 is provided to the employee within 60 days from the effective date of the action. The effective date for all personnel action shall be December 28, 2003.
9. EPPES ratings:
  - a. Within 60 days of assignment to new positions and/or new duties, all affected IT staff shall receive a final performance evaluation (EPPES) for performance of previously assigned duties. No employee will be rated down or disciplined because of a lack of work or because s/he followed directions to not undertake tasks to be done by the HITS contractor.
  - b. Management shall provide all affected employees new performance elements and standards within 60 days of assignment to new positions and/or new duties. Management will solicit employee input into the performance elements and standards and provide the Union with a draft copy during their development.

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- c. Performance Appraisals will take into account an employee's training status, location change (if applicable), and time needed to acquire and become proficient in the skills necessary for performance of the new position and/or duties.
  - d. Management agrees employees will be given a reasonable period to adjust to their new duties and tasks.
10. Specialized Training: IT employees assigned specialized duties, including but not limited to, IT security, systems analyst and/or customer support will receive specialized training to address new skill requirements.
11. Training plans:
- a. Within 30-45 days of this Supplement, Management shall provide the Council, affected IT employees and their supervisors and managers with copies of the general training plans setting forth the skills necessary to accomplish the new duties.
  - b. Within 30 days of the receipt of the general training plans, IT employees and their supervisors, Team Leaders and managers shall use these general training plans to prepare individualized training plans with short term goals tailored to the individual training needs of each IT employee to assure basic skill level competency for new duties. Funding levels for training and travel are dependent on departmental budget. However, Management will make every effort to secure the funds. Time and opportunity will be made available for IT employees to complete training outlined in their individualized training plans within one year after assignment of new duties. Quarterly reviews between IT employee staff and their supervisors and managers will be held to review status of the individualized training plans. Management shall not require IT staff to enter into training agreements for any training provided under these individualized training plans. An employee is not precluded from simultaneously creating an Individual Development Plan (IDP) as set forth in the HUD Individual Development Plan Handbook.
12. Written instructions. Management shall timely provide IT staff with written policies and procedures developed to support IT operations in the HITS environment.
13. Appropriate Supervision: No contract personnel will supervise, directly issue work assignments to or have input into any HUD employee's EPPES ratings at any time.
14. Travel: Consistent with Article 25, Section 25.02(1), Management shall, to the maximum extent practicable, minimize the requirement to travel on nonduty time for training or conferences.
15. Alternative Work Schedule (AWS): Affected employees remain eligible for alternative work schedules in accordance with the HUD/AFGE Agreement. IT employees will not need to resubmit AWS schedule requests upon assignment to new positions and /or duties.

16. Agency Initiated Voluntary Reassignment Programs: Management recognizes that IT employees assigned into new positions may choose to volunteer to reassign into other program positions. Reassigned employees will be considered for any voluntary reassignment process initiated by the agency within the next 13 months.

17. Voluntary Reassignment:

- a. Up to one year after completion of the transition, IT staff will be permitted to request voluntary reassignment to other positions including program positions. Management will give serious consideration to their requests and if denied, a written justification to the employee will be provided. Field IT staff interested in reassignment will submit requests in writing to their ASC Director; HQ IT staff will submit requests to their Division Chief; the ASC Director or HQ IT Division Chief will forward the request to the appropriate Management Official. Both Field and HQ IT staff interested in program positions, shall submit copies of their requests to the Directors of the program areas of interest. Management shall advise requesting IT staff within 60 days of its decision regarding the request.
- b. If Management agrees to the reassignment, they shall provide any necessary ceiling adjustments. Additionally, within 60 days of reassignment, the employee and his/her supervisor shall prepare an Individual Development Plan (IDP) tailored to the individual training needs of the reassigned employee. Sufficient opportunity will be made available for the employee to complete his/her IDP within two years after reassignment of new duties, within budget constraints. However, Management will make a good faith effort to secure the funds.
- c. A request for voluntary reassignment may include a request for voluntary relocation. It is understood that Management may, but is not required to, pay for relocation. In accordance with relevant law, rule or regulation, Management may grant Administrative Leave in connection with voluntary relocation.

**II. Impact on all HUD staff:**

18. Improved customer service: Management recognizes the importance of IT Customer Service. Management will make every effort to continually improve IT service under the HITS contract. The contract provides disincentives for repeatedly poor performance by the Prime Contractor or Subcontractors.
19. Management responsibility: HUD Management is responsible for ensuring performance by the HITS contractor in conformance with all negotiated agreements, law, rule, and regulation. This includes, but is not limited to, the duty to make reasonable accommodations, to negotiate any changes in working conditions before implementation, and to follow this supplement, all other supplements and the HUD/AFGE Agreement. Management accepts its responsibility to ensure that the HITS contractor does not implement any hardware, software or other such policies that impact working conditions without notice and an opportunity to bargain by the Union.
20. Employee responsibility: HUD's personal property management policies will continue to be applicable to hardware covered by the HITS contract and there will be no change in the employee's responsibility.

21. Monitoring: If Management requires the HITS contractor to report any violations of HUD or HITS contractor IT policies, Management shall direct the HITS contractor to maintain a list of all reported violations, including the name and title of the employee.
22. Web Sites: Websites that do not violate the Recommended Executive Branch model Policy/Guidelines "Limited Personal Use" of Government Office Equipment Including Information Technologies will not be blocked.
23. No equipment cascading: The HITS contract sets forth a three-year cycle for equipment replacement. The oldest equipment will be replaced with the newest equipment. There shall be no equipment cascading, either from person to person or from program area to program area. Every person and program area will be treated fairly and equitably.
24. 1-800 Help Desk: The 1-800 help desk shall be made available to all employees via a toll free number, 24 hours per day, seven days per week. Employees will be able to call the number to receive Tier 1, 2 and 3 services.
  - a. The help desk wait time for connection to a service provider shall be no more than five (5) minutes. The contractor shall track the wait time, including in those instances where the employee disconnects while waiting. Upon connection, the service provider will provide his/her name. If the service provider cannot solve the entire problem at Tier 1, s/he shall provide the problem ticket number, update the trouble ticket, keep it open, and connect the employee to a Tier 2 service provider.
  - b. At Tier 2, the service provider will provide his/her name and verify the problem ticket number. The employee may be put on hold while waiting for Tier 2 service for no more than five (5) minutes. The contractor shall track the wait time, including in those instances where the employee disconnects while waiting. If the service provider determines that remote access is necessary to diagnose or resolve the problem, the service provider shall advise the employee and seek permission. If the employee grants permission, the service provider shall maintain telephone contact while remotely accessing the equipment. If the Tier 2 service provider is unable to resolve the problem entirely, the service provider will immediately dispatch a Tier 3 service provider, inform the employee that the service provider will be onsite and the work completed within no more than 24 hours, update the trouble call ticket and keep it open. The contractor shall track the wait time.
  - c. Customer Service satisfaction surveys/reports will be provided to the Council upon request. All performance metric reports for average seconds to answer (ASA), first call resolution (FCR) percentage and call abandonment rate reports will be provided to the Council upon request.
25. Changing or repairing equipment: With regard to equipment changes, employees shall be provided with a minimum of two weeks notice. For both change and repair: alternative dates for equipment changes/repairs will be provided to accommodate annual and sick leave, travel, training, and other similar circumstances; the HITS contractor will identify him/herself and, for a repair, provide the trouble call number; the HITS contractor will coordinate with the affected employee the location of all of his/her data files and folders

on the hard drives to be uploaded to another location while the equipment is being exchanged or upgraded; the HITS contractor shall reinstall the affected employee's files and folders to the new hard drive and/or equipment in the exact location, and shall contact the affected employee to verify that all of the information has been properly restored to its exact location. This includes but is not limited to software; the HITS contractor shall clean and make unreadable all hard drives before removing equipment from HUD premises; for repairs that cannot be resolved immediately, the HITS contractor will not leave until the employee is informed of the estimated date/time the HITS contractor will return to fix the problem; and for repairs that cannot be resolved immediately, the HITS contractor will update the trouble call ticket and keep it open.

26. Help Desk care: HUD shall direct the HITS contractor to take care in providing service to HUD employees, especially being mindful that many HUD employees are not qualified IT technicians. Employees may be requested to, but not required, to check plugs or serial numbers, crawl on the floor, move or lift any equipment or undertake similar tasks associated with their hardware.
27. Telework support: Employees on telework shall have access to Tier 1 and limited Tier 2 services through the 1-800 help desk number. By limited Tier 2, it is understood that remote access to a non-HUD office may not be possible. Employees on telework shall bring their equipment into their duty stations for Tier 3 services. If other equipment is available for telework, the equipment will be provided to the employee until his/her equipment is repaired or replaced. The need for repair or replacement of computer equipment shall not be a reason to stop a telework agreement. The HITS contractor shall have no role in the approval or disapproval of employee applications for telework. Upon request by the approved employee's supervisor, the HITS contractor shall provide the employee with a laptop suitable for teleworking.
28. Support for employees in the field: Employees who are working away from their duty stations (other than teleworking) shall receive service, including, but not limited to, meeting the HITS contractor at the nearest field or Headquarters' office for Tier 3 services. They shall also have access to Tier 1 and limited Tier 2 services through the 1-800 help desk number. By limited Tier 2, it is understood that remote access to a non-HUD office may not be possible.
29. New Employees and Employee moves: The HITS Contractor shall install or move equipment within two business days of the equipment arriving at the installation site, for installs or moves of five workstations or less. Installs or moves of six workstations or more are considered a project and the schedule will be defined and coordinated at the time the implementation schedule and plan is approved or coordinated. Management shall advise the HITS contractor of the anticipated employee move at least two weeks prior. For new employees, the immediate supervisor shall immediately advise the designated Point of Contact, of the employees name, arrival date and proposed location.
30. Employee owned software: Recognizing that telecommuters can potentially need access to printer drivers, Management agrees to direct the HITS contractor to install printer drivers for personal printers used for telecommuting.
31. Continued access to local applications: Recognizing that some program areas have written local software application programs, Management agrees to direct the HITS

contractor to provide a central server configured to the HUD standard platform for all Field local development and local production. Multiple folders will be created for the various Field Offices and Programs on the central server. All new or modified applications would have to be tested and approved via the Test Center before execution and distribution into the production environments. This server is contingent on the identification of all Field and HQ applications systems within 90 days and the rewrite of all Field and HQ application systems to the HUD standard platform, so that they do not require privileged access within 180 days. The Configuration Control Management Board would handle software product control.

32. Remote access:

- a. Access etiquette. HUD and its contractor will use remote access etiquette: announce and ask before remotely accessing employee equipment. HUD and its contractor shall maintain a list of every person that has rights to remotely access employee equipment. If the HITS contractor remotely accessed an employee's computer, s/he shall enter this into the notes or remarks of the problem ticket (currently STARS).
- b. IG Access. Management shall record the number of times the IG seeks remote access annually, and shall provide this information to the Union upon request.

33. Protection in event of contractor failure: The Union has proposed that HUD maintain sufficient in-house capacity to ensure adequate services in the event the HITS contractor fails. Management believes that HUD does not have a sufficient quantity of technical expertise to manage and maintain the IT infrastructure in the event of contractor failure.

34. Employees held harmless: Employees shall be held harmless for loss and/or degradation of data or other work product that results from contractor, equipment, or software problems. Time spent by an employee working with the HITS contractor to resolve computer problems shall be recorded as Other Activities for the purpose of TEAM. Additionally, the employee shall report such time to his/her supervisor, as well as all time that computer services are not available to the employee. Management will consider lost time and productivity due to time spent by an employee working with the HITS contractor to resolve computer problems and may extend deadlines as appropriate.

35. Information Privacy: The HITS contractor will not have direct access to any personnel or payroll information through STAR Web. Employees can ask their timekeepers to deny access to the HITS contractor when personal identifiers are on the screen.

36. Security checks: Management agrees that no HUD employee is required to have a greater security background check than a non-HUD employee working with the same systems.

**III. Impact on Union representational rights and obligations:**

37. Part II proposals applicable in Part III: The following paragraphs shall apply to the Union as well as employees: 19, 20, 21, 22, 23, 24, 25, 26, 27 and 28.

38. HITS Contract Impact on Future Bargaining: Management will not use the HITS contract to prohibit consideration of a proposal. Where Management alleges the HITS contract prohibits bargaining, Management shall consult with the GTR for the HITS contractor in responding to a Union proposal.
39. AFGE Union Mailboxes: Management recognizes the importance of Union mailboxes. Management will inform the HITS Contractor to continue the current HUD policy and procedure in Lotus Notes "NAS" to allow the creation, modification, and deletion of AFGE Union mailboxes, which includes designation of mailbox users permissions.
40. AFGE Local Area Network (LAN) Access: Implementation of the HITS contract will not result in the loss of equipment to the Union or the ability to bargain for equipment to enable Union locals to gain access to the LAN. The HITS contract will not change access to the LAN or the Active Directory Domain.
41. Union access to software:
  - a. Management shall provide the Council with a complete list of all software for which the agency holds licenses, and shall update the list as new software is acquired. If the Union at the national, regional or local level can provide information that any of the software would assist the Union in meeting its statutory or representational duties, and Management has available licenses, Management shall provide the software to the Union. If none are available, when management receives a new license, the Union request will be the next provided.
  - b. Software mandated by laws, rules, regulations or a regulatory agency for Union use will be installed by the HITS contractor. The Union shall provide the Labor Relations contact with the directive for the installation of the software. Labor Relations shall promptly forward it to HQ IT.
  - c. With regard to printer drivers, Management agrees to direct the HITS contractor to install printer drivers for Union printers.
  - d. For all other software, the Union shall complete a standard form. The Union shall submit the application to their Labor Relations contact, who will promptly forward the application to HQ IT.
  - e. The Parties agree the standard for approval is as follows: If there are no known problems with the interface of the software with HUD's infrastructure, Management shall approve the installation and/or connection of the software within 30 days. If it is unknown if problems will arise, Management will conduct tests to determine compatibility; these tests shall not exceed 30 days; if no problems arise, Management shall approve the installation and/or connection of the software within an additional 15 days; the software shall then be added to a list to be maintained by HUD of software that will be approved. If it is known that problems exist, Management shall issue a written justification for rejection, identifying the problems within 30 days.
  - f. If software is approved, the HITS contractor shall install the software within 2 days of notification from Management. If an interface problem arises in the



future, Management may authorize the HITS contractor to remove the software with written notice to the Union setting forth the specific problems. Whenever possible, Management shall provide the written notice 30 days in advance of the software removal.

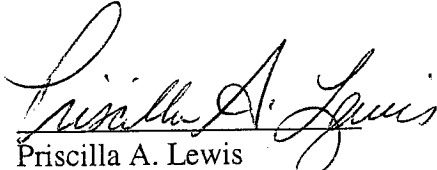
42. Council and Local Union access to technology updates: The Council and Local Union shall receive the same access to updated software provided to employees (i.e., no older than current version minus one).
43. Remote access of Union hardware/software: Neither Management nor the HITS contractor shall remotely access Union hardware/software except as follows: a) with authorization from the Union Designee; or b) as necessary for law enforcement purposes. Any remote access shall be limited to that approved.
44. Union Officials held harmless: Time spent by a Union Official or designee working with the HITS contractor to resolve computer problems shall be recorded as Other Activities in TEAM. Time spent in excess of one-half (1/2) hour by Union Officials or designee working with the HITS contractor shall not be counted as official time upon verification within one pay period. Additionally, the Union Official or designee shall report such time to his/her supervisor.
45. Union Equipment Moves/Relocations: Upon notice by the Union, Management, shall direct the HITS contractor to install or move equipment within two business days of the equipment arriving at the installation site, for moves of five workstations or less. Moves of six workstations or more are considered a project and the schedule will be defined and coordinated at the time the implementation schedule and plan is approved or coordinated.

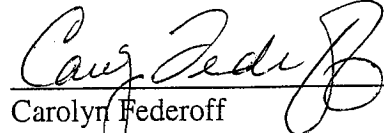
#### **IV. Definitions and Miscellaneous Matters**

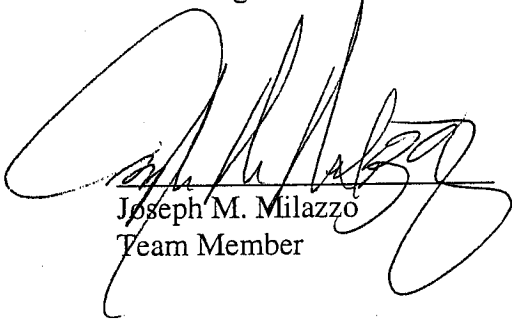
46. HITS Contract: As used herein, the HITS contract shall include the contract and any subcontract.
47. HITS Contractor: As used herein, the HITS contractor shall include the contractor and any subcontractor.
48. Transition: As used herein, transition includes the period up until full implementation of the HITS contract. The Union shall be notified when the HITS contract is fully implemented.
49. Future Changes: The parties agree to engage in good faith bargaining over any unforeseen or later identified issues.
50. Local Bargaining: Any impact not negotiated or proposed for negotiation at the national level may be the subject of bargaining at the local level upon the local unions request.
51. Effective Date: This supplement shall become effective December 28, 2003.

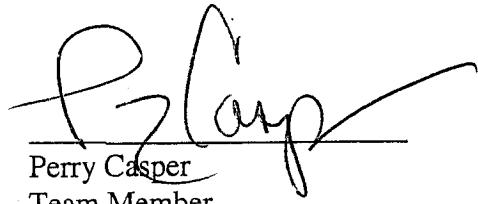
For Management:

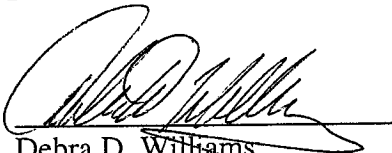
For the Union

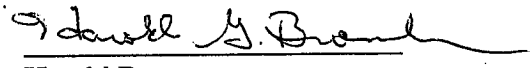
  
Priscilla A. Lewis  
Chief Negotiator

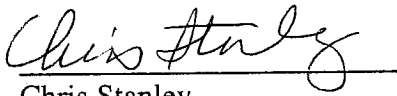
  
Carolyn Federoff  
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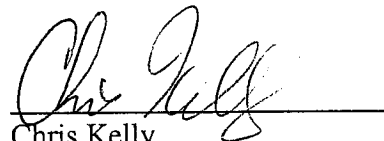
  
Joseph M. Milazzo  
Team Member


  
Perry Casper  
Team Member

  
Debra D. Williams  
Team Member

  
Harold Brown  
Team Member

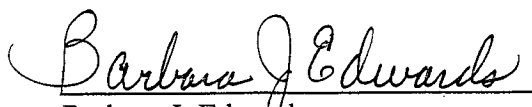
  
Chris Stanley  
Team Member

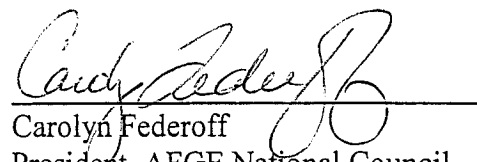
  
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**APPROVED**

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Carolyn Federoff  
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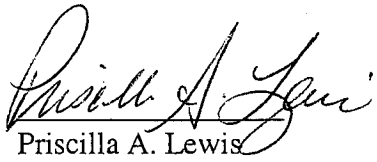
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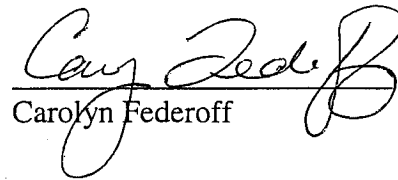
Date Signed 1/26/04

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HUD/AFGE AGREEMENT SUPPLEMENT 52

Provision 50 is intended to apply only to Supplement 52 and doesn't create a precedent.

  
Priscilla A. Lewis

  
Carolyn Federoff