



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

451 7th Street, SW, Suite 3142
Washington, DC 20410

Salvatore T. Viola
President

Phone: (917) 607-1474
E-mail: salafge@outlook.com

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MEMORANDUM FOR: Michael P. Johnson, Branch Chief, Employee and Labor Relations
Division

Sonya Gaither, Director, Employee and Labor Relations Division

FROM:

Jerry Gross, Midterm Bargaining Committee Co-Chair, AFGE Council
222

SUBJECT:

Demand to Bargain: Space Management/New Chapter 13

On June 26, 2023, The Department of Housing and Urban Development (HUD) notified AFGE Council 222 (the Union) of HUD's intent to revise Chapter 13 of HUD Handbook 2200.01, Administrative Services Policy Handbook. The revised Chapter 13 is to be titled Space Design Standards Policy. Pursuant to the HUD-AFGE Collective Bargaining Agreement (CBA) Article 49, Section 49.04(1) and the Federal Service Labor-Management Relations Statute at 5 U.S.C. § 7114(a) and (b) and §7106(b)(2) and (3), the Union demands to bargain over the proposed changes and provides the preliminary proposals listed below.

Please note that Supplement 35, section 3, requires that "Management will provide to the Union an Article 49 Notice and will negotiate any proposed space sharing policies with the Union before implementation." The proposed Chapter 13, as shown by the Union's proposals below, falls far short of providing actual space sharing policies. For example, there is no mention of how HUD will decide whether to use hoteling or hot desking in any given location; given the different natures of these types of shared space, this is a critical omission and one that would have a significant effect on the conditions of employment for the bargaining unit. Similarly, HUD has provided no guidance on how or when an employee might reserve a hotel-type workstation. The proposed Chapter 13 contains numerous similar exceptions, and the Union reserves its right to require appropriate notice as well as to bargain over specific proposed changes once HUD develops its policies.

Furthermore, Management did not provide a proposed implementation date for its proposed Chapter 13, but instead provided general statements about lease expirations, office renovations, reductions, or reconfigurations, and staffing increases—yet provided no evidence of when or where any of those situations might occur.

1. Maintenance of Status Quo: Management agrees that it shall not implement the new Chapter 13 or any policies contained therein until the Parties (HUD and AFGE Council 222) complete mid-term negotiations and management has complied with all provisions that are required to be implemented before the Chapter 13 policies have taken effect.

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2. Corrections to Proposed Chapter 13: Management shall ensure that the proposed Chapter 13 shall be corrected to conform to the requirements of the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement) and any Supplements to that CBA, including but not limited to Supplement 35. These corrections include but are not limited to the following and may include other errors identified later:
 - a. Headers: Is this part of Handbook 2200.02 or 2200.01?
 - b. Page 13-3: Recommend removing “alternative” from definitions of Hoteling and Hot Desking, as no definition of “standard” is provided.
 - c. Page 13-4: Correct definition of Utilization Rate (which does not match page 13-8) to ensure it is calculated in accordance with the CBA and Supplement 35.
 - d. Page 13-9: Correct space allotted for a Non-Supervisory Workstation, as the stated 42 square feet is less than the required “approximately 30-35%” of the utilization rate of 175 square feet (30%=52.5 sq ft).
 - e. Page 13-10: The statement that “Permanent workspace assignments are for employees (PACS/EPPEs) who regularly work at least six (6) days per pay period in a HUD Office. Otherwise, desk sharing will be utilized” should be omitted until all bargaining has been completed and all required conditions have been met. Note that Supplement 35 states “Any bargaining unit employee who is not working in the office at least six (6) days per pay period *is subject to* space sharing arrangements.”
 - f. Page 13-12: Locker Room/Lockers is inconsistent with the requirements of Supplement 35 in that it does not provide for “sufficient space to store personal items (purse, briefcase), outerwear including winter or adverse weather items (parkas, boots, umbrellas), laptops in carrying cases, and work-related files and documents” and “sufficient shelving to permit items to be stored without getting dirty.”
3. Terminology: As used in this agreement, space sharing shall mean hoteling, hot desking, or any other means of temporarily assigning workstations and/or storage lockers to employees. Where hoteling and hot desking are mentioned, they shall be interpreted to mean all possible or future forms of space sharing.
4. Space Sharing Policies: Management shall provide its proposed space sharing policies, rules, guidelines, and instructions to the Union before implementing hoteling and/or hot desking. These shall include specific information on how the Agency will decide to use either hoteling and/or hot desking for any particular location or office and proposed floor plans showing workspace that is permanently assigned to specified employees, workspace that is available for hoteling, and workspace available for hot desking. The Union shall have an opportunity to bargain before those rules/guidelines are implemented.
5. Implementation Based on Actual Need: HUD shall not implement space sharing at any HUD office until HUD experiences an actual shortage of cubicle space due to increased hiring needs or lease expiration and space downsizing. Management shall provide evidence of such space needs with the Union at least 30 days prior to implementing hoteling/hot desking in

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those locations. Note: HUD cited a vacancy rate of 73.21% with an associated cost of over \$69.5 million. The Parties recognize that cost savings cannot be achieved by implementing space sharing unless there is an actual reduction in rented space.

6. Reservation Software: Management shall not implement space sharing until it makes software such as Condeco available to employees. All reservation software shall permit employees to reserve workstations and nearby locking storage space.
7. Digital Maps: Management shall make digital maps of all shared workspace available to employees prior to implementing space sharing. The maps shall show which space is for hoteling and which is for hot desking.
8. Training: Management shall provide employees with training on how to use the online reservation system to reserve workstations and reserve and use locker/storage space at the HUD offices for employees' supplies, working files, and personal items before implementing any such system. Management shall email the training and all written guidance to employees at least one week prior to implementation of any hoteling/hot desking policies and associated systems, shall provide the guidance in new employee packages after such policies and systems have been implemented, and shall make the training and guidance available on a continuing basis on HUD@work while the system is in place.
9. Demonstration to the Union: Management shall provide a demonstration to AFGE Council 222 and AFGE Locals on how to access and utilize any proposed reservation system at least 30 days before launching the system and implementing any hoteling/hot desking in HUD, including any Pilot Program.
10. Pilot Program: Before space sharing is implemented in HUD, Management shall implement a pilot program to test the effectiveness of the system in headquarters and field offices that involves no more than 10% of the personnel in any location. The pilot program shall run for at least 6 months (unless it is cut short due to being determined a failure) before it is expanded to other sites. After any pilot program is ended and before it is either implemented permanently at the test site or expanded, the Agency shall share the results of the pilot program with the Union and shall seek feedback from the Union. The Union shall be afforded the opportunity to bargain over any changes that might be required, whether proposed by the Agency or the Union in response to the pilot. All proposals that refer to requirements that must be met before implementing hoteling and hot desking shall be interpreted to include the obligation to meet those requirements before implementing any pilot program.
11. Article 49 Notice for Moves: The Article 49 Notice regarding changes to Chapter 13 does not provide specific notice about specific employee moves from one workstation to another. Before space sharing is implemented for any specific office, organization, or location, Management shall treat the shift from assigned permanent workstations to space sharing as a move and shall provide Article 49 notice with the required information as listed in Article 49, Section 49.03(5). The floor plans shall identify the workspace that is permanently assigned and to whom, available for hoteling, and available for hot desking. If the implementation is

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part of a national pilot or other national effort, bargaining may be done at the national rather than the local level, at the Union's discretion.

12. Core Days: Management shall not implement hoteling or hot desking for any office that requires all employees to come in on the same core day.
13. Co-location of Shared Workstations: Management shall ensure that there are sufficient shared workstations within an employee's assigned office/organization/work unit for all employees who are scheduled to report to the office on any given day. This includes employees regularly scheduled to work in the office on that day and those who may have been directed to change their in-office day.
14. Size of Shared Work Stations: In accordance with the CBA and Supplement 35, all shared work stations must provide at least 52.5 square feet per person, regardless of whether they are permanently assigned, used for hoteling, or used for hot desking.
15. Size of Work Surface/Desk: All employees shall be provided work surfaces that are no less than 60 inches long (left to right) and 36 inches deep (front to back).
16. Access to Locking Storage: Shared work stations must include access to locking storage in accordance with Supplement 35.
17. Workstation Equipment: Management shall provide to all employees, whether assigned to a permanent or shared work station, with two (2) monitors of at least 23 inches each, one (1) keyboard, one (1) mouse, a desk phone, and locked storage that conforms to the requirements of Supplement 35, Section 9. If the specifications for equipment routinely provided to employees assigned to permanent workstations are improved, management shall provide the same improvements to shared workstations.
18. Telephones: Should it prove impractical to provide a floating phone number (i.e., a phone number assigned to the employee rather than the workstation) to use with desk phones at shared workstations, Management shall provide all employees who use those hotel/hot desk workstations with a government-issued cell phone.
19. Cleaning and Sanitizing: Management shall ensure that all shared workstations and locked storage space are cleaned sanitized every evening, including sanitizing all surfaces, keyboards, and telephones.
20. Unavailable Workstations: If an employee is unable to reserve or identify an available workstation within the employee's work unit, the employee shall not be required to report to the office that day. There shall be no penalties for the employee working from home that day, nor shall the employee be required to report on a different, non-scheduled in-office day.
21. Reasonable Accommodations: No current reasonable accommodation will be affected by the implementation of the proposed Chapter 13, the policies contained therein, or any space sharing policy. Management shall ensure that all reasonable accommodations are provided in

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accordance with Article 49. Such accommodation may require the permanent assignment of a specific workstation. When that is the case, management shall promptly remove the permanently assigned workstation from the list or display of workstations available for hoteling/hot desking. Alternatively, such an accommodation may require the permanent reservation of a specific workstation for specified days of a pay period.

22. Notice to Employees: Management will notify all affected bargaining-unit employees at least 30 days before implementing any shared workspace. The information shall include information about training, location of workstations, location of locking storage, and, if applicable, the duration of any pilot program. The Department shall also copy the Union (AFGE Council 222 and AFGE Locals at HUD) on the notice(s) provided to affected bargaining-unit employees.
23. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), any Supplements to that CBA, law, or government-wide regulation. If this Supplemental Agreement will expire when a new collective bargaining agreement takes effect, the Parties agree that the provisions of this supplement shall be included in the Article related to Space Management.
24. No Adverse Effects: Management agrees that there will be no adverse effects for bargaining-unit employees merely because of the implementation of new space sharing policies and associated reservation/access systems. Management agrees that affected bargaining-unit employees who are unable to reserve a workstation or locking storage, or who cannot access their data and electronic work files due to space sharing systems, locations of shared workstations, equipment available at such workstations, or other consequences of space sharing, shall not be adversely affected including in their performance appraisals due to such lack of access and any resulting delays in performing assigned work.
25. Implementation: This Supplemental Agreement shall be effective upon signature of the Parties' negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
26. Duration: This Supplemental Agreement shall remain in effect in accordance with Article 53 of the HUD-AFGE Agreement.
27. Renegotiations: AFGE Council 222 and AFGE Locals may reopen negotiations to consider any problem or condition that arises after implementation of a Pilot Program or any other implementation of hoteling/hot desking and associated systems that is not expressly addressed in this Supplemental Agreement.

In accordance with Article 49, Section 49.06(i) of the HUD-AFGE Agreement, the Union reserves the right to submit additional bargaining proposals until negotiations commence or based on new information received during negotiations, or discovery occurring upon implementation of new space management policies, such as hot desking and hoteling.

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The Union's negotiating team includes Salvatore Viola, Chief Negotiator, Ricardo Miranda, Ashaki Robinson, and Jerry Gross. Please send all responses to salafge@outlook.com, ricardo.miranda@hud.gov, Ashaki.Robinson@hud.gov, and jerry.gross@hud.gov.