



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

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July 11, 2023

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

FROM: Sonya Gaither, Director, Employee and Labor Relations Division
Jerry Gross, Bargaining Committee Co-Chair, AFGE National Council of HUD Locals 222

SUBJECT: Union Response to HUD Article 49 Notice: HUD Handbook 2200.01, Administrative Services Policy Handbook, Revised Chapter 13, Space Design Standards Policy

On June 26, 2023, the Department of Housing and Urban Development (HUD) notified AFGE Council 222 (the Union), as required by Article 49 of the HUD/AFGE Collective Bargaining Agreement (CBA), that it planned to revise Chapter 13 of HUD Handbook 2200.01, Administrative Services Policy Handbook. The Union issued a demand to bargain with preliminary proposals on July 10, 2023, in order to preserve our rights.

In our demand to bargain memo, the Union identified several failings and omissions in the Article 49 notice and the proposed revision to Chapter 13, as well as failures to comply with the Parties' 2015 CBA and its supplements, such as Supplement 35. This memo is to advise HUD that the Union considers such failures to be indicative of bad faith, and we will act on that assumption unless HUD takes steps to correct its notice and proposed revision to Chapter 13.

As noted in our July 10 memorandum, both the Article 49 notice and the proposed revision to Chapter 13 fail to provide any actual space sharing policies. We gave, as one example, the lack of any basis for determining where any specific space sharing method would be implemented, and the failure to provide a rationale for implementing hoteling, hot desking, or any other space sharing method. This is important, especially as HUD has proposed providing significantly less space and equipment for employees who use unreserved hot desks rather than reserved work stations. The Union notes that such differences are contrary to our negotiated agreements.

As another example, should a reservation-based system be implemented, HUD provided no information on its intended policies regarding how and when such reservations can be made, and what limits, if any, there may be on making such reservations.

While HUD's Article 49 notice provides negligible information related to the actual nature and scope of the proposed change, and the proposed new Chapter 13 is also short on details, HUD did provide some policy statements in the Article 49 notice under the heading of "proposed implementation date" (which did not provide an actual implementation date, or even data from

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which the Union could approximate an implementation year). Under that misleading heading, HUD stated its proposed policy that the Agency would implement the “new space standards” when, among other situations, staffing increases affect space availability. If that happens, when an organization reaches “90% occupancy of all current available seating for employees,” the new “space standards” will be implemented for that organization, and HUD intends to provide employees with a 15-day notice to vacate their previously assigned workstation. The Union has multiple objections to this proposed policy:

First, as this is a policy statement, it belongs in the written policy guidance, not buried under “proposed implementation date.” In its present location, the policy statement is unofficial and subject to change on a whim, as opposed to being included in a policy handbook that management would be obligated to follow once the handbook is implemented. As this and the rest of the “proposed implementation date” statements are not included in the proposed new policy guidance of Chapter 13, the Union considers it an act of bad faith to expect us to rely on statements that management is unwilling to put into its official handbooks.

Second, the “space standards,” as HUD calls them, are covered by existing agreements. The standard is that bargaining unit employees shall have workspaces that measure at least 30% of the utilization rate of 175 square feet; in other words, at least 52.5 square feet per bargaining unit employee, regardless of whether the work station is permanently assigned or some form of shared space. The proposed Chapter 13 fails to comply with that requirement in numerous cases. The Agency’s blatant disregard for our CBA and the recent Supplement 35 is another example of bad faith.

If HUD means space sharing policies rather than “standards,” we recommend that the Agency first establish precisely what those policies are and then use more accurate terminology. This will simplify and speed up our negotiations.

Third, the Union does not understand the rationale for implementing space sharing when an organization reaches 90% occupancy. As required under Supplement 35, “Management shall provide sufficient workstations/cubicles (or private offices if applicable) to accommodate the planned maximum occupancy pattern.” Thus, if an organization has 18 employees and 20 workstations (90% occupancy), there is no need to implement space sharing. Are you assuming the hypothetical organization will continue growing, and if so, what is the basis for that unstated assumption? Management is required to provide the rationale for its proposed changes, and the Union would like to receive the rationale for this policy change. The lack of a rationale for such an unnecessary policy is one more reason we consider the Article 49 notice to be deficient.

Additionally, many of the current space arrangements are based on local negotiations that resulted in local supplements; in some (if not most) of those cases, seating assignments were based on seniority. Any change to the current work station assignments without clear need (e.g., an actual and immanent reduction in leased space for that location) would be a violation of the applicable local supplement.

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Fourth, it is a blatant violation of our CBA and Supplement 35 to give employees 15-day notices to vacate their assigned workstations, regardless of the organization's occupancy level. This would clearly be a move (the employees would be moving out of their previously assigned workstations to use some yet-to-be determined form of space sharing in an unspecified location) and a change in conditions of employment (from permanently assigned workstations to shared workstations). As such, it requires notice to the Union pursuant to Article 49, Sections 49.03(4) and (5) and an opportunity for the Union to engage in bargaining. As Supplement 35, Section 6 requires, "Management shall not implement the space sharing requirements until after completion of **all** notification and bargaining obligations" (emphasis added). The Union has not, and does not, agree to waive any of our rights under either the Federal Labor Management Relations Statute or our negotiated agreements.

In addition to these violations of our negotiated agreements, the proposed Chapter 13 appears to disregard the requirement in Supplement 35, Section 9, which states, "Management shall provide an assigned individual lockable storage space (including any necessary lock/key sets or combination) to telework employees who report to a HUD office and who do not have an assigned individual permanent workstation." There are no exceptions to the requirement to provide such lockable storage space to all employees who are subject to space sharing. That section also describes the size that the lockable storage space must be and what it must be able to accommodate. The proposed Chapter 13 fails to meet these requirements.

While the Union provided a demand to bargain and preliminary proposals in order to preserve our rights, we consider the current notice, together with the vague and inadequate Chapter 13, to be deficient. We strongly encourage HUD to provide a comprehensive policy regarding space sharing together with a more complete Article 49 notice prior to bargaining.