

**NATIONAL SUPPLEMENT 35
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

SUBJECT: Amendments to Article 57, Space Management, in the 2015 AFGE-HUD Collective Bargaining Agreement

SCOPE: This Supplemental Agreement modifies the current Space Management Article due to the Department's implementation of a broader Flexiplace policy, which includes remote work and mobile work. The Department and Council 222 reached agreement on Supplement 33, Flexiplace Policy. This Supplement does not waive any rights of the Parties and modifies only those specific provisions of Article 57 mentioned below.

1. Limitations. The Parties agree that no provision of Article 57 other than those specifically identified below are modified by this Supplement.
2. Precedence. The Parties agree that HUD's new Flexiplace Policy does not supersede any provisions of the HUD-AFGE Collective Bargaining Agreement (CBA) unless explicitly stated in this Supplemental Agreement. If there is any conflict between the new proposed Flexiplace Policy and the provisions of this Supplemental Agreement, the terms of this Supplement will govern. If there is any conflict between the new proposed Flexiplace Policy and provisions of the CBA that are not modified under this Supplement, the terms of the CBA will govern.
3. Section 57.01, General. The Parties agree to replace Section 57.01 in its entirety with the following language:

Section 57.01 – General. Unless otherwise specified, the Department's plans and Union proposals on matters covered in this article are subject to notice and bargaining in accordance with Article 49 of this Agreement. The provisions of this Article are supplemental to the HUD Administrative Services Handbook, Handbook 2200.1 ("Handbook" or "Administrative Services Handbook 2200.1"), applicable federal property management regulations, all Executive Orders, and other federal requirements and the Randolph-Sheppard Act regulating the operation and placement of vending machines and concessions in Federally owned or leased space, in effect on the effective date of this Agreement.

Management will provide to the Union an Article 49 Notice and will negotiate any proposed space sharing policies with the Union before implementation in compliance with the CBA and Statute. The Parties agree that the language in the preceding sentence does not alter existing provisions in the CBA, regulation, or Statute.

Existing offices will be allowed to maintain their current configurations until the office is reconfigured or relocates to a new location in the field or a designated area in Headquarters at which time the below provisions will apply.

- (1) When federal space management requirements are revised, including but not limited to, Administrative Services Handbook 2200.1 or any successor, the Department shall issue an Article 49 notice to the Union when required.
 - (2) Where there is a conflict between this Agreement and the Administrative Services Handbook 2200.1, this Agreement will prevail.
4. Section 57.03, Provisions for Employees with Disabilities. The Parties agree to add the following language at the end of Section 57.03:
 - (5) **Space Sharing for Employees with Reasonable Accommodations.** Management shall ensure that space-sharing arrangements accommodate the needs of employees with approved reasonable accommodations.
5. Section 57.04(2), Floorplans. The Parties agree to replace the first paragraph of Section 57.04(2) with the following language:
 - (2) **Floorplans.** Existing offices will be allowed to maintain their current configuration until the office is reconfigured or relocates to a new location in the field or a designated area in Headquarters, at which time the below principles will apply. Part-time and temporary employees shall be counted in the program of requirements and work space will be provided in accordance with work space percentages in this Article.
6. Section 57.04(2)(b), Telework. The Parties agree to replace Section 57.04(2)(b) with the following language:
 - (b) Telework: Floor plans may include efficiencies to be gained through the use of Telework. Management shall provide any bargaining unit employee who regularly works at least six (6) days per pay period in a HUD office with an assigned permanent workstation/cubicle of a size and type that complies with the requirements of the Parties' Collective Bargaining Agreement. 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. Management shall not implement the space sharing requirements until after completion of all notification and bargaining obligations.
7. Section 57.04(2)(d), Outstationed Employees. The Parties agree to replace Section 57.04(2)(d) with the following language:
 - (d) Outstationed Workers: Employees outstationed from Headquarters or other Field Offices will be provided space that conforms to the office standard where the employee is physically located. (Note: Outstationed employees are those who are assigned to an agency office in one location but who physically report to an agency office in a different locality.)
8. Section 57.04(3), Allocation of Space. The Parties agree to replace Section 57.04(3)(b) with the language provided below and to add new subsections (d) and (e) as shown below:

- (b) The utilization rate for office space including conference rooms, break rooms, and other space occupied by personnel, shall be 175 square feet per person or the maximum allowed by GSA. Management shall determine specific offices' space requirements based on the planned maximum occupancy pattern of that location. Management shall provide sufficient workstations/cubicles (or private offices if applicable) to accommodate the planned maximum occupancy pattern. The amount of workspace for employees shall be approximately 30-35% of the utilization rate. If a bargaining unit employee requires privacy as an essential part of their position, private office space will be provided.
 - (d) Management shall provide any bargaining unit employee who regularly works at least six (6) days per pay period in a HUD office with an assigned permanent workstation/cubicle.
 - (e) If an employee chooses to modify (temporarily or permanently) or terminate a Flexiplace arrangement, the employee may need to participate in desk sharing, hot desking, or hoteling temporarily until such time as sufficient workspace becomes available. If the decision is made by management, then subsection (d) above shall be applied to the maximum extent practicable.
9. Section 57.04(14), Storage Space. The Parties agree to add the following Section 57.04(14) to the end of Section 57.04:
- (14) Individual Storage Space. 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. The storage space shall provide the employees with a place to keep limited HUD records and personal items secure and to enable them to access these items while at HUD. In circumstances where storage space is not immediately available, Management will provide space as soon as practicable. If available, Management will provide lockable storage space to remote and mobile workers when their supervisors or their duties require them to work in a HUD office on a temporary basis.
 - (a) Individual lockable storage space shall be located in the same general area as the workstations that will be used by employees who do not have permanently assigned workstations unless the employee chooses to work in a location outside the general area of the storage locker assigned to the employee. Management will provide at least one individual lockable storage space for each employee who does not have a permanently assigned workstation.
 - (b) Individual lockable storage space shall have 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.

- (c) Individual lockable storage space shall have sufficient shelving to permit items to be stored without getting dirty (e.g., shelves for files, laptops, purses separate from boots or wet hats).
- (d) If management provides a physical key or keycard for a storage locker, management shall provide lanyards for carrying the keys.
- (e) Management will follow Article 45 when processing requests for reasonable accommodations related to lockable storage spaces.
- (f) Management will assign permanent storage lockers to teleworking employees who do not have a permanently assigned workstation.
- (g) Loss of any physical key or keycard is covered by Article 56, Government Personal Property Management. Management shall not charge employees a fee for any lost or stolen keys unless management can prove the loss of, or damage to, Government property was caused by the employee's negligence in safeguarding it or the deliberate destruction of property or equipment.
- (h) Management shall not open locked storage spaces, regardless of whether they are secured by employees' personal locks or HUD-issued locks, nor inspect or remove personal belongings without sufficient advance notice to the employee and evidence that the employee received that notice, barring exceptional circumstances such as for reasons related to safety and security.
- (i) Management shall maintain a supply of disposable anti-bacterial wipes near shared lockable storage space for employees' use.
- (j) Management shall provide Article 49 notice to the Union of any rules, policies, and procedures it plans to implement related to use of lockable storage space as part of its Article 49 notice related to shared space policies except for those items already covered by this supplement.

Effective Date: This supplement shall become effective upon signature of the Parties.

FOR MANAGEMENT:

D. Hankinson

D'andra Hankinson, Chief Negotiator

Lori Michalski, Team Member

FOR AFGE:

Salvatore Viola

Sal Viola, President, AFGE Council 222

Jerry Gross

Jerry Gross, Co-Chief Negotiator

JAMES FOX

Digitally signed by JAMES FOX
Date: 2022.04.12 11:11:52
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James Fox, Team Member



Ricardo Miranda, Co-Chief Negotiator

Christina Peterson, Team Member

Kimberly Horton, Team Member

Anju Mathew, Team Member



Sajid Shahria, Team Member

Lisa Surplus, Team Member

Crystal Bland, Team Member

JODI DORAN

Digitally signed by: JODI DORAN
DN: CN = JODI DORAN C = US O = U.S.
Government OU = Department of Housing and
Urban Development, Office of Administration
Date: 2022.04.12 11:36:12 -04'00'

Jodi Doran, Team Member

Date Signed: April 11, 2022