

NATIONAL SUPPLEMENT ____

Between

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

And

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

Subject: Flexiplace Policy at HUD

Scope: Implementation of the Department of Housing and Urban Development's (HUD's) proposed Flexiplace Policy, dated January 10, 2022.

I. Introduction

1. Flexiplace Advantages. The parties recognize that HUD employees have worked successfully under maximum telework arrangements since March 2020 due to the COVID-19 pandemic. Given the ability of most—if not all—employees to perform their duties without being required to report to agency worksites, the parties agree that establishing policies that encourage remote work, expanded telework, and mobile work provide for greater flexibility for employees and offer both HUD and employees an opportunity to reduce expenses and improve productivity.
2. CBA 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 Supplemental Agreement will govern.
3. Rights. The parties agree that the implementation of this Supplemental Agreement shall not diminish or waive any rights that the parties have under the CBA, law, government-wide rule or regulation, or agency policies that exist as of the date of this agreement.
4. Reopener Clause. AFGE Council 222 and AFGE Locals may reopen negotiations to consider any problem or condition that arises after implementation of the Flexiplace Policy that is not expressly addressed in this Supplement.
5. Continuation of Terms. If this Supplemental Agreement is extinguished by issuance of a new collective bargaining agreement, the parties agree the terms of this agreement that are mandatory subjects of bargaining will continue, subject to the new collective bargaining agreement, to the extent necessary until lawfully changed.

6. Existing CBA Provisions. The covered-by (existing) provisions of the 2015 HUD-AFGE CBA addressing the rules, regulations, and policies related to time and attendance, overtime, leave, alternative work schedules, and regular telework are unchanged for any employee participating in a Flexiplace arrangement, including remote work and mobile work as well as telework.
 - a. Approval, denial, and use of credit hours, overtime, and compensatory time during telework, remote work, and mobile work shall be in accordance with Articles 15, 16 and 19 of the HUD-AFGE Agreement and the Fair Labor Standards Act.
 - b. Grounds for modification and termination of telework are covered by Article 18, Sections 18.06 and 18.07 of the HUD-AFGE Agreement. Management shall not impose any additional criteria or grounds for requesting, modifying, or terminating telework arrangements beyond Article 18 of the HUD-AFGE Agreement and 5 U.S.C. § 6502 of the Telework Enhancement Act of 2010.
 - c. Performance standards and performance management policies and procedures for bargaining unit employees participating in the Flexiplace Policy shall comply with Article 30 of the HUD-AFGE Agreement.
7. Definitions. The terms used in this Agreement shall have the definitions provided by the January 10, 2022, Flexiplace Policy, unless a different definition is given below
 - a. Mobile Workers/Employees: Employees who conduct all or most of their work in various customer locations or at other worksites as opposed to at a single authorized alternative worksite or HUD office. Mobile workers, unlike remote workers, do not ordinarily work from their home, nor do they report to a HUD office to perform their duties.
 - b. Official worksite shall have the definition in Office of Personnel Management (OPM) regulation at 5 CFR § 531.602 and 5 CFR § 531.605. Official duty station is synonymous and interchangeable with official worksite.
 - c. In accordance with OPM's 2021 Guide to Telework and Remote Work in the Federal Government, routine and situational telework mean the following:
 - i. Routine telework is telework that occurs as part of an ongoing regular schedule. Its characteristics are:
 - (1) It is the arrangement often thought of as the "typical" telework experience.
 - (2) Employees are approved to telework on a schedule that is regular and recurring, most often on an agreed-upon day or days during a bi-weekly pay period.

6:00 a.m. start time and 7:30 p.m. end time, management shall permit employees to work up to twelve hours per day without start and end restrictions, provided that employees' work schedules include at least two core hours on each of two workdays per pay period and the schedule does not adversely affect support to customers. This recognizes that employees can respond to email and perform other individual/solitary duties (e.g., research, analysis, writing) during the hours when they are most productive.

II. Policy Implementation

9. Telework Article Retained and Prevails. The Parties agree that the provisions of Article 18, Telework, in the 2015 HUD-AFGE CBA, remain in force with the addition of the provisions specified below, and any changes specified above. If there is any conflict between the new proposed Flexiplace Policy and the current provisions of Article 18, then Article 18 will govern, unless explicitly stated in this Supplemental Agreement.
 - a. Management shall permit employees to telework up to nine days per pay period.
 - b. Employees who telework are not restricted to residing or commuting within a 50-mile radius of the HUD office/duty station.
 - c. Employees are permitted to telework while children and other family members or dependents are present in the household as long as the employees are able to successfully perform their job duties. Employees will use appropriate leave, credit hours, compensatory time, travel compensatory time, etc. for absences from duties during their duty hours.
 - d. An employee's ability to telework shall not be canceled or suspended, nor the number of approved telework days reduced, unless the supervisor has evidence that the employee's teleworking has an adverse impact on work operations.
10. Policy Compliance with Negotiated Agreements. Management shall modify the Flexiplace Policy to eliminate any conflicts with the CBA and this Supplement before finalizing it.
11. Policy Compliance with OPM Guidance. The Department's Flexiplace Policy shall comply with U.S. Office of Personnel Management's (OPM) weather and safety leave regulations at 5 CFR § 630, Subpart P. Management shall ensure that language in the Flexiplace Policy is no more stringent, rigid, or strict than OPM's language in its most recent Telework Guidance (currently the November 2021 Guide to Telework and Remote Work in the Federal Government).
12. Flexiplace Participants Treated Same as Other Employees. In accordance with 5 U.S.C. § 6503(a)(3), management shall ensure that all participants in Flexiplace programs, whether telework, remote work, or mobile work, shall be treated the same as non-participating (in-office) employees for purposes of performance appraisals, training, awards, work

assignments, personnel and disciplinary actions, and all other acts involving managerial discretion.

13. Notice to Employees. The Department will notify all bargaining unit employees by email of both the new Departmental Flexiplace Policy and this Supplement within 30 days of signing this Supplement. Management shall ensure the final version of the Flexiplace Policy is consistent with the provisions in this Supplement. Management will post both the Flexiplace Policy and the Supplement on the Department's intranet (HUD@Work) at the time of issuance.
14. Formal Discussions. Management recognizes that the Union, at the national, regional, and local levels, is entitled to attend and participate in all formal discussions, including those related to implementation of the Departmental Flexiplace Policy, as provided in Article 4, "Rights and Obligations of the Parties," Section 4.03, of the CBA.
15. Demonstration of EFS. Management shall demonstrate the Electronic Flexiplace System (EFS) and related training to the Union before implementing EFS. Management shall provide copies of the proposed Flexiplace Application, Agreement, and Self-Certification to the Union for review prior to implementation.
16. Prompt Implementation of Flexiplace. Management shall not delay implementation of the Flexiplace program due to any lack of functionality of the EFS. If the EFS is not functional at the time this agreement is signed or upon termination of the current Maximum Telework status, whichever is later, management shall make all necessary forms available to employees in paper/digital copies and shall accept submission of and process paper/emailed requests to participate in remote work.
17. Flexiplace/Telework Managing Officer. In addition to the duties listed in the proposed Flexiplace Policy, the Flexiplace/Telework Managing Officer is also responsible for ensuring the Department's compliance with requirements of Public Law 106-346, General Services Administration (GSA) and Office of Personnel Management (OPM) regulations, and the HUD-AFGE Agreement and Supplements concerning telework, remote work, and mobile work.
18. Eligibility. All HUD positions and employees are eligible to participate in a Flexiplace arrangement in accordance with the criteria in Public Law 106-346 and 5 U.S.C. § 6502, except for those expressly excluded in 5 U.S.C. § 6502. Employees shall not be deemed ineligible for any reasons other than statutory. HUD shall notify employees of their eligibility status in accordance with 5 U.S.C. § 6502(a)(1)(C) at least once per year and shall include eligibility information in all position vacancy announcements.
19. Determination of Remote and Mobile Work Positions. Remote and mobile work determinations for a position may be made at the time of position classification, posted in a vacancy announcement, or requested by an employee in a position with duties that can be performed remotely at an alternative worksite.

20. Identification of On-Site Essential Functions. Management shall provide the Union with a complete and accurate listing of all bargaining unit positions that have essential functions that must be performed in a HUD office. The list shall include the names, position titles, office, and geographic location, and shall identify which duties cannot be performed remotely, and the estimated amount of time required to perform those duties in a HUD office. Management shall provide a copy of each identified position description to the Union. The information shall be provided within 30 days of signing this agreement.
21. Adjustment of Duties. Management shall to the greatest extent possible adjust employee duties as necessary to allow for remote work and telework flexibilities.
22. Designation of Official Duty Station for Locality Pay.
- a. In accordance with 5 CFR § 531.605(d)(1), employees who are scheduled to report to the agency worksite at least twice per pay period shall have the agency worksite designated as their official duty station.
 - b. Teleworking employees who report to an agency worksite only once a pay period shall have their alternative worksite (e.g., home) as their official duty station.
 - c. Remote workers who do not regularly report to an agency worksite shall have their alternative worksite (e.g., home) as their official duty station.
 - d. Mobile workers who do not regularly report to any HUD official worksite nor any locality pay commuting area of any HUD office on a regular and recurring basis at least twice per pay period, shall have as their official duty station the office from where the work is assigned, as permitted by OPM's Guide to Processing Personnel Actions, Chapter 23. The appropriate duty station for any bargaining unit employee who encumbers a full-time, recurring travel position throughout the United States and who does not travel to any particular HUD official worksite, or any specific locality pay commuting area of any HUD office, at least twice per pay period shall be the HUD office from where work is assigned.
23. Withholding of State and Local Taxes. The Department and its payroll processing agent, the U.S. Department of Agriculture's National Finance Center, or its successor, may not withhold state and local income or employment taxes from an employee's biweekly paycheck without the employee's written authorization in accordance with 5 CFR § 550.301, 5 CFR § 550.311(a)(4), 5 CFR § 550.312(a), 5 CFR § 550.351, and the U.S. Department of the Treasury Financial Manual Volume 1: Federal Agencies, Part 3: Payrolls, Deductions and Withholdings, Section 5065.20.
24. Training. Management shall ensure that all training related to Flexiplace is provided in a manner that accommodates any employees' disabilities.

- a. Employees who currently have telework agreements, are currently outstationed or participating in remote or mobile work, or who work from home as a reasonable accommodation shall not be required to undergo new or added training.
 - b. Management shall require employees to take Flexiplace-related training only once; it shall not be an annual training requirement.
25. No Recurring Assessments. Once an employee has been approved to participate in a Flexiplace program, the supervisor shall not subject the employee to repeated reviews of the employee's home or telework/remote work environment, or any other assessment aside from the employee's performance of assigned duties.

III. Remote Work Requests

26. Initiation of Remote Work Arrangement. Remote work arrangements may be initiated by an employee requesting to work remotely or by the agency posting a position announcement as one that will be performed remotely.
27. Remote Arrangements Not Required for Current Employees. No current employees shall be required to agree to a remote work arrangement if they were not explicitly hired as remote workers.
28. Submission of Flexiplace Applications. Employees may submit Flexiplace applications at any time and may request modification of any Flexiplace arrangement (including telework, remote work, or mobile work) at any time.
29. Outstationed Employees. Employees who have been working as outstationed employees shall continue to participate in remote work under their current arrangements; they shall not be required to sign new agreements.
30. No Recurring Applications. Once a bargaining unit employee has been approved to participate in a Flexiplace arrangement (including prior telework and outstationing arrangements that precede this agreement), management shall not require an employee to reapply or to sign a new agreement in order to continue with the same approved arrangement.
31. Requests Made Through Supervisor. Employees shall make requests for remote work through their immediate supervisor. Requests made through the EFS shall be directed to the employee's immediate supervisor. The supervisor shall normally be the approving official, unless the decision involves significant expense or change to office procedures that are outside the supervisor's authority.
32. Incomplete Applications. Management shall notify employees of an incomplete Flexiplace application within two business days, barring extenuating circumstances.

33. Supervisory Approval. A bargaining unit employee's approved Flexiplace application shall be submitted by the supervisor or management to the Program Office's Flexiplace Coordinator within two work days.
34. Approval/Denial Responses. Management shall approve or disapprove the employee's participation in the Flexiplace program in writing, within ten business days upon receipt of a complete application, unless extenuating circumstances preclude processing within this time period.
35. Telework Pending Approval of Remote Work Request. Management shall consider permitting an employee who requests a remote work arrangement and is not currently teleworking to telework pending the final decision on the remote work application.
36. Handling of PII. Employees shall not be prohibited from participating in Flexiplace arrangements on the basis of handling personally identifiable information (PII) or other sensitive information, barring national security classified information. Employees shall not be held responsible for any PII that is disclosed due to factors outside their control, such as due to inadequate system security tools or IT procedures.
37. Office Coverage. Management shall consider office coverage a factor only when the office serves the public directly and has regular walk-in external (non-HUD) clients or customers who require in-person support. Management shall use existing technology, such as call forwarding or recorded messages with alternative contact information, to provide telephone coverage when employees telework or work remotely. Video meetings shall be considered face-to-face interactions for all situations other than supporting walk-in external customers.
38. Locality Pay Information. Management shall advise employees who request a new Flexiplace arrangement of any impact that it may have on the employee's locality pay or any other condition of employment before the new agreement is finalized. Employees shall have the option of discontinuing the request. The Department shall inform employees of the locality pay implications and effects (i.e., possible significant pay cuts) if they do not report to a HUD office at least two days per pay period and do not reside in a county within the HUD office's established locality pay area as determined in 5 CFR § 531.603.
39. De Minimis Expenses. HUD shall consider certain costs to the agency, such as local travel or shipping required equipment or files, to be de minimis for Flexiplace workers and shall not consider such costs as a reason to deny/terminate a Flexiplace arrangement. If an employee agrees, management may have files shipped from a third party (e.g., a local housing authority) directly to an employee's remote work address, such as the home address, if that is more cost effective than having them delivered through a HUD office.

IV. Denials of Flexiplace Requests, Termination or Modification of Flexiplace Arrangements, and Appeals

40. Statutory Criteria. Denial or modification of remote or mobile work must be based only on the criteria in 5 U.S.C. § 6502. The statute at 5 U.S.C. § 6502(a)(2) does not impose a permanent ban on telework based on these misconduct criteria; the limitation applies only as long as the documentation of disciplinary action is maintained in an employee's Official Personnel Folder (OPF). Therefore, a bargaining unit employee is not eligible to telework in any calendar year in which the employee was disciplined for the offenses in 5 U.S.C. § 6502(a)(2).
41. Basis for Denial, Modification, or Termination of Flexiplace Arrangement. Any decision by management to deny, modify, or terminate a Flexiplace arrangement must be based on business needs or performance, not arbitrary or capricious reasons. Management shall provide the denial/modification/termination and the reason for the action in writing. The written reason must demonstrate how the agency's business needs or the employee's performance will be improved by denying, modifying, or terminating the remote work arrangement. Management shall not terminate, modify, or deny a remote work or other Flexiplace arrangement simply as a punishment or a form of discipline.
42. Denial Based on Office Coverage. Management shall not abuse the need for office coverage by denying a request for a Flexiplace arrangement or requiring employees participating in Flexiplace programs to report to the HUD office when the office does not serve the public directly or have regular walk-in external (non-HUD) clients or customers who require in-person support. Management shall, upon request from the Union, provide a detailed written description of the need for each such instance that office coverage is required.
43. Initial Appeal of Denial. An employee whose Flexiplace request is disapproved initially has the right to appeal the decision to the next higher management official above the deciding official within the employee's chain of command. If management denies the request, either initially or upon appeal, management must document the reason(s) and provide the employee with a detailed written memorandum as to why the Flexiplace request was denied.
44. Prior Notice. Employees who are initially hired under remote work arrangements shall not be subject to having those remote work arrangements terminated unless the employee was informed, prior to accepting the job offer, that the remote work arrangement is subject to termination by the agency due to performance or business needs.
45. Termination or Modification of Remote Work Arrangement due to Performance. Before modifying or terminating a remote work arrangement due to performance, management shall first take steps to help the employee improve performance, such as by providing additional training or guidance or placing the employee on a Performance Improvement Plan (PIP) or Opportunity to Improve Performance (OIP) plan at the remote worksite

before giving the employee a directed reassignment to a HUD office as the official worksite/duty station.

46. Choice of Appeal or Grievance Process. Employees have the right to choose to grieve the denial or termination of their Flexiplace arrangement through the negotiated grievance process (within 45 days), file an EEO complaint, or appeal the action through the Employee Flexiplace System (within 15 days).
47. Administrative Appeal Response. If a bargaining unit employee files an appeal of the denial of the Flexiplace application through Management's internal administrative procedures, the Deciding Official shall provide a response within 15 calendar days of the submission of the appeal.
48. Discussion with Union. By mutual agreement of the supervisor and the employee, an employee may discuss the denial or termination notice with the supervisor and have a union representative attend and participate in this discussion.
49. Notice of Termination. Due to the logistical challenges of terminating a remote work arrangement, supervisors shall give affected employees at least two full pay periods notice before the proposed termination date. If an employee files a grievance or EEO complaint about the termination of the remote work arrangement, management shall not implement the termination until the employee has exhausted all appeals.
50. Notice to Union. Any management-imposed decision to terminate or modify a Flexiplace arrangement is a change in conditions of employment and requires notice to the Union.
51. Relocation Costs. When management terminates a remote work arrangement and directs the employee to report to a HUD office, the Agency shall pay the cost of relocation for any remote worker whose new official station (the HUD office) is at least 50 miles further from the employee's current residence than is the old official duty station (the residence or alternative worksite), including all relocation expenses covered by the GSA Federal Travel Regulation at 41 CFR Chapter 302.
52. Availability of Work Station/Office Space. Management shall be responsible for ensuring that employees whose remote work is terminated by management shall have a work station or office (depending on the nature of their work) comparable to that of their peers and collocated with the other members of their work unit before the employee is required to return to an agency worksite.
53. Severance Pay. If management terminates an employee's remote work arrangement for any reason other than unacceptable performance, the employee will be eligible for a severance payment if the employee chooses to separate from HUD instead of accepting the reassignment to the new duty station (i.e., the HUD office) pursuant to 5 CFR Part 550, Subpart G. A bargaining unit employee may not be persuaded, misled and/or compelled to waive severance pay as a condition for approving the remote work or mobile work application.

54. Employee Decision to Terminate Flexiplace Arrangement. Employees may terminate participation in the Flexiplace program at any time, for any reason. Employees shall provide the termination notice to their supervisor in writing and state the effective date of the termination. Employees do not need to provide a reason. Employees who choose to terminate their participation in remote work may need to participate in desk sharing, hot desking, or hoteling temporarily until such time as sufficient workspace becomes available.

V. Implementation of a Remote Work or other Flexiplace Arrangement

55. Bargaining Unit Status. Changes to or from participation in remote work shall not affect an employee's status as a member of the AFGE bargaining unit. An employee engaging in remote work shall remain part of the Local that covers the employee's agency worksite unless the Union determines otherwise. Newly hired remote workers shall be part of the Local that covers the office that supervises them unless the Union determines otherwise.

56. Initial Discussion. Upon approval of a new remote work request, the employee and the supervisor will meet (either in person or virtually/by telephone) to discuss the employee's current and likely future duties at the alternative work site. The supervisor will adjust the employee's performance plan accordingly so that the employee's performance can be completed successfully.

57. Position Description Changes. If a supervisor makes any changes to an employee's position description to ensure that the employee's duties are suitable for remote work, management shall provide the employee with the updated position description within thirty days and provide notice to the Union.

58. Performance Management. At the beginning of each performance cycle, it is the employee's direct supervisor's responsibility to discuss performance expectations for Flexiplace participants to perform and accomplish all assignments and tasks associated with their position of record from their remote or alternative work location.

59. Fair and Equitable Treatment. Bargaining unit employees who participate in a Flexiplace arrangement will receive the same fair and equitable treatment and opportunities as non-remote workers for awards and recognition, training and development opportunities, promotions, equipment and software delivery and upgrades, leave scheduling, and other conditions of employment.

60. Impact on Work Group. To the extent possible, bargaining unit employees should avoid any negative impact of Flexiplace arrangements on other members of the work group (e.g., normally, others in the office should not have to perform the duties assigned to someone else working remotely or performing mobile work).

61. Perceived Performance. Flexiplace participants shall not be responsible for and shall be held harmless for other employees' subjective perceptions regarding the participating workers' performance of the duties of their position descriptions.

62. Self-Certification of Time Worked. In accordance with the HUD-AFGE CBA, Article 16, Section 16.09, employees who work remotely, telework, or have mobile work arrangements, like those employees who report to agency worksites, will self-certify their time using the current Departmental automated time-keeping system, and will not be required to use time recording equipment, sign-in/sign-out sheets, security systems, or communication systems for timekeeping.
- a. Management shall not require employees to email, call, or otherwise contact supervisors or other personnel to inform them when the employees start or end their workday or otherwise take breaks.
 - b. Management shall not use automated systems such as Microsoft Teams or email sign-ins to determine when employees start or end their workday or as a means of tracking employee hours.
 - c. Flexiplace participants shall not be subject to disciplinary actions for entering the wrong code(s) in webTA regarding use of telework, remote work, or mobile work as long as they do not intentionally misstate the hours worked and leave taken.
63. Personal Telephone Numbers. Management shall not require employees with a Flexiplace arrangement to provide a personal telephone number to supervisors or other management officials, to HUD clients, or the public, in accordance with the Privacy Act.
- a. Management shall not disseminate or publish employees' personal phone numbers or other personal information.
 - b. If an employee does not choose to share a personal telephone number, then HUD management, clients, and the public shall communicate with the employee by Microsoft Teams or other successor communications equipment/software, HUD-furnished cell phone, call-forwarding from a HUD telephone number if the employee chooses, and/or email.
 - c. If an employee uses a personal telephone to make outgoing work calls, HUD shall either provide the employee with the technology for Caller ID to show a HUD phone number or permit the employee to block the personal phone number from appearing in Caller ID.
64. Supervisors' Contact Information. Supervisors are responsible for ensuring that all employees participating in the Flexiplace program have alternative means of contacting the supervisor in the event that email is not available (due to HUD system failures, weather, or other conditions).
65. Video Conferencing. Employees shall not be required to turn on cameras for videoconferencing while working outside a HUD office due to privacy concerns associated with an employee's personal home and family life. A supervisor or management may request that a bargaining unit employee turn on the video camera in

Microsoft Teams or successor communications equipment/software only if use of the camera is essential for the employee to perform assigned duties (e.g., training event for HUD employees, clients, the public, etc.) or for cause (e.g., investigating possible time and attendance violation, etc.).

66. Contact Outside Duty Hours. Supervisors and managers shall not contact employees by phone (text or voice call) outside of duty hours barring emergency situations. Emergency shall mean a situation that causes substantial disruption, damage to property, or interruption of services that may result in severe adverse effects; it is distinct from an urgent situation that should be resolved promptly during business hours. Employees on Flexiplace arrangements are not obligated to respond to emails received outside of duty hours until the employee's next business day at the earliest. Written Flexiplace agreements may not require employees to respond outside of duty hours to emails, text messages, voicemail, or other means of contact.
67. Use of Microsoft Teams. Employees shall not be required to log in to Microsoft Teams or any equivalent teleconferencing program and to remain logged in, barring a specific Teams-based meeting. The Parties agree that employees and managers can communicate effectively via email without incurring a cost to the government, and that Microsoft Teams or any equivalent teleconferencing program can be used when specifically needed based on mutually agreed scheduling via email or other communication means.
68. Loss of and Damage to Government Equipment. Management shall not hold bargaining unit employees liable for lost, stolen, or damaged HUD-provided Flexiplace equipment unless the loss is due to the employee's deliberate negligence or destruction, in accordance with the HUD Administrative Services Policy Handbook 2200.01, Chapter 9: Personal Property Management, Section 6, No. 3.A.
69. Failure of Agency Equipment. Employees shall not be required to take leave if they are unable to perform their duties due to failure of agency equipment and the agency's inability to replace it promptly. It is the agency's responsibility to ensure they have sufficient functioning laptops and other equipment for all employees regardless of whether they work at an agency worksite or an alternative worksite.
70. Use of Personal Equipment. Consistent with the HUD-AFGE CBA Section 18.12(4), employees participating in Flexiplace programs may use their own equipment for work and to access the HUD network, files, and records.
71. Loss of and Damage to Privately Owned Property. A bargaining unit employee has the right to file a claim against the government for loss, theft, or damage of privately owned property officially approved by management for use in a Flexiplace arrangement in accordance with HUD Administrative Services Policy Handbook 2200.01, Chapter 9: Personal Property Management, Section 1, No. 6.C. This shall include damage to cell phones and personal computers due to viruses that were spread through HUD systems.

72. Personal Injury. Employees who are directly engaged in performing the duties of their jobs are covered by the Federal Employees' Compensation Act (FECA), regardless of whether the work is performed on the agency's premises or at an approved alternative worksite. Injuries that arise in the performance of duty at the Flexiplace work location are subject to FECA. Flexiplace program participants shall not have fewer rights to report, qualify for, and/or receive workers' compensation than what are provided for in Article 43 of the HUD-AFGE Agreement, FECA, and U.S. Department of Labor regulations.
- a. There is no waiver or statement (such as a safety checklist) that an employee can sign to negate this coverage.
 - b. Although an employee has the burden of establishing that an injury was sustained in the performance of duty, eyewitnesses are not required.
 - c. All of the same traditional checkpoints of establishing that an injury occurred apply to remote work as well. Office of Workers' Compensation Programs (OWCP) procedures would require the claims examiner to request detailed information about the remote work arrangement and how/when the injury was reported.
73. Weather and Emergency Conditions. All employees with Flexiplace agreements may be required to continue work from their alternative work location when HUD offices are closed due to weather or emergency situations. Management may provide participants in Flexiplace programs with weather and safety leave when a participant could not have reasonably anticipated the severe weather or emergency and thus is not prepared to telework or a when a participant is prepared to work at the designated worksite but is prevented from doing so due to the severe weather or emergency situation (e.g., due to safety considerations or power outages).
74. Early Dismissal for Goodwill. Early dismissals at the employee's official HUD worksite when the Agency announces early release for holidays and special events, shall be granted to Flexiplace workers to the same extent as granted to those employees reporting in person to the official HUD worksite.
75. Unscheduled Telework/Leave Operating Status. When the Federal Government (or HUD) is open but operating under a status of "unscheduled leave or unscheduled telework," employees shall notify their supervisor as soon as possible but no later than one hour after core hours begin if they will be performing unscheduled telework or using unscheduled leave. When emergency conditions prevent employees from contacting supervisors (e.g., when cell towers are not functioning or power is out), they shall notify the supervisor as soon as practicable.

V. Temporary Modifications to Flexiplace Arrangements

76. Employee-Requested Modifications. Employees may request temporary modifications of their remote work locations, including both working at an agency office or working in a different geographic location, for a specified number of pay periods up to one year. Any request for a change of one year or longer shall be considered a permanent request.
- a. Employees approved for remote work may request a temporary change in their Flexiplace arrangement (e.g., reporting to the office on a regular basis) to temporarily support an assignment that can be performed more effectively at the agency worksite.
 - b. Upon completion of this status or project, the employee will return to their remote work status.
 - c. These temporary changes shall not affect the employee's bargaining unit status, locality pay, or other conditions of employment. Employees may report to the HUD office nearest to where they are located, providing there is space available.
 - d. Employees may request temporary changes to their work locations without limit.
 - e. Requests that increase an employee's presence at an agency's worksite will be subject to space availability, and may require the employee to hot desk, share a desk, or hotel (reserve space).
77. Return to Permanent Arrangement. Employees whose requests for temporary changes to their Flexiplace arrangements are approved shall not be required to reapply for their permanent arrangement at the conclusion of the temporary change.
78. No Limits on Change Requests. HUD shall not impose limitations on requests to change work locations, such as annual open seasons, as those fail to respond to agency and employee needs in a timely manner.
79. Management-Mandated Reporting to Agency Worksite. A remote or mobile worker shall not be subject to being called to report to the agency worksite due to the logistical issues involved, including the possibility that the remote worker may live outside the commuting area.
- a. If a remote or mobile worker is required to attend a training session or meeting or conference, the supervisor shall first attempt to make arrangements for the remote worker to attend virtually/through digital means.
 - b. If a remote or mobile worker's presence is required in the agency workplace or at a training site for a reason that cannot be handled through virtual meetings, management shall provide at least two weeks' notice, barring emergency situations that cannot be handled by any on-site personnel.

80. Travel to Agency Worksite. When remote or mobile workers need to go to an agency worksite either due to management direction or due to the failure of provided equipment (e.g., a laptop), to obtain required materials, or to deliver required materials, management shall provide the employees who live outside the commuting area with travel orders and overnight accommodations, and employees who live within the commuting area with local travel approval and reimbursement.
81. Duty Hours for Travel. Time spent traveling between a Flexiplace participant's official worksite (e.g., the home) and an agency worksite (e.g., HUD office, training site, or meeting location) shall be considered duty time. An employee who lives more than 50 miles from the agency worksite and is directed by management to report to the HUD office qualifies for temporary duty travel allowances in accordance with GSA regulations at 41 CFR Chapter 301.
82. No Disciplinary Action. Because remote and mobile workers are employed with the understanding that they are not required to report to the agency worksite, they shall not be subject to disciplinary action when they are not able to comply with requests to report to the agency or other designated worksite with less than two weeks' notice; this includes not being subject to termination of the remote/mobile work arrangement based on that reason.

VI. Reimbursements

83. Supplies. Consistent with Section 18.12(5) of the CBA, HUD shall provide employees participating in in Flexiplace programs with supplies (e.g., paper, pens, staplers/staples, file folders, printer ink) to Flexiplace participants that are routinely provided to employees in the office, or reimbursement for those supplies.
84. Travel Reimbursements. Management shall reimburse remote and mobile workers for the cost of traveling to a HUD office when it is at management's direction or due to the failure of provided equipment (e.g., a laptop), to obtain required materials, or to deliver required materials. The reimbursable costs shall include mileage, mass transit fees, ridesharing fees (e.g., Uber/Lyft), and parking fees. For employees who are outside the local commuting area, management shall provide travel orders and shall cover the expense of meals and overnight accommodations as needed.
- a. Employees shall travel for these purposes on duty time; such travel shall not be considered "commuting" to be done outside duty hours.
 - b. When practical, the agency may provide a means of shipping the materials, either through a courier service or a delivery service such as FedEx or UPS. This shall include providing necessary boxes and shipping labels and arranging for the pick-up or delivery of the materials. The employee shall not be responsible for the safe delivery of any equipment or materials shipped through a third party.

85. Internet Expenses. Recognizing that the Department may save significant amounts of money by reducing its need for office space and related expenses for items such as utilities, equipment such as phone lines and copiers, and support space such as meeting rooms, management shall reimburse remote and mobile work employees for \$100/month toward the cost of their internet access.

VII. Agency Work Spaces

86. Assigned Permanent Workstations. Providing appropriate workspace is a management responsibility. Management shall provide any bargaining unit employee who works at least four days per pay period in a HUD office with an assigned permanent workstation/cubicle and will not subject the employee to hoteling and/or hot desking for workstation assignments.

87. Hoteling/Hot Desking. Management must negotiate any proposed space-sharing policies and hoteling/hot-desking pilot programs with the Union before implementing hoteling, hot-desking, or other shared space policies. Management shall notify Council 222 as well as any affected Local of any proposed pilot program in accordance with Article 49.

88. Employees Subject to Hoteling/Hot Desking/Shared Work Space. Any bargaining unit employee who teleworks for at least seven days per pay period, or who engages in remote work or mobile work is subject to hoteling and hot desking or to sharing work space for workstation assignment in any HUD Office.

- a. It is the teleworking bargaining unit employee's option to choose either hoteling or hot desking as defined in HUD's Flexiplace Policy for the days when the employee works in the HUD Office depending upon the availability of workstations.
- b. Teleworking employees may choose to share a permanently assigned space if they do not come into the agency worksite on the same days.
- c. Employees shall not be subject to hoteling/hot desking or other shared space until all negotiations on the subject, including any impasse procedures, have been completed.

89. Local Negotiations. Bargaining unit employees' workstation/cubicle assignments on a permanent, hoteling, or hot-desking basis shall be negotiated at the local HUD office level with the corresponding AFGE Local in accordance with Article 57 of the HUD-AFGE Agreement.

90. Cleaning/Sanitizing of Shared Work Spaces. HUD shall establish a cleaning and sanitizing process to minimize transmission of any type of pathogen or disease through the use of shared workspaces and equipment. The process shall meet or exceed any standards established by regulation, recommended by the CDC, or set forth under any negotiated agreement.

91. Storage Lockers. Management shall provide lockable storage lockers (including any necessary lock/key sets or combination) to telework employees who report to a HUD office and who do not have an assigned permanent workstation, and to remote workers and mobile workers who need to work at any HUD office on any workday. The storage lockers shall provide the employees with a place to keep their HUD records for their work portfolio/workload and personal items secure and to enable them to access these items while at HUD. The storage lockers shall be provided on a permanent basis for telework employees who regularly report to a HUD office but do not have an assigned, individual workstation, and on a temporary basis for the duration of any remote/mobile worker's attendance at the HUD worksite.

VIII. Union Representatives

92. Flexiplace on Official Time. Union representatives shall not be required to report to HUD offices while they are on official time. Full-time Union representatives shall not be required to have a Flexiplace application approved unless they perform agency duties at a location other than the agency worksite or they intend to perform remote work outside their designated geographic locality on a permanent basis.

93. Benefits to Union Representatives. Union representatives shall be eligible for all benefits and reimbursements provided under this Agreement, even while they are on official time.

IX. Reasonable Accommodations

94. Flexiplace as Reasonable Accommodations. Article 45 of the 2015 HUD-AFGE Agreement shall remain in force and shall apply to all employees who currently have or who request a Flexiplace or equivalent arrangement as a reasonable accommodation. Reasonable accommodations, once approved, shall not be subject to review or modification by management in accordance with Article 45, Section 45.05 of the CBA. Management shall not require employees who have telework or remote work (work from home) as reasonable accommodations to reapply for remote work under the Flexiplace Policy, to modify their reasonable accommodation arrangements to reflect any portion of the Flexiplace Policy, or to be subject to any review of their reasonable accommodation arrangement.