

## **ARTICLE 57 SPACE MANAGEMENT**

**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.

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 5 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.

**Section 57.02 - Notification to Union of Space Change.** When Management makes a decision to acquire or alter space, it shall notify and negotiate with the Union at the local level in accordance with Article 49 of the HUD/AFGE Agreement. The Union shall be advised of the implementation schedule and any other plan for the implementation of the change. The Union shall be advised throughout the planning and implementation process after a decision has been made.

- (1) **Space Alterations.** The Local Union shall be consulted and included in the overall planning process of any space alterations -in advance of any changes and, to the extent possible, in advance of formal notification of alterations per Article 49 of this Agreement, so that all space needs can be known.
- (2) **Local Bargaining.** Impact and implementation will be negotiated at the Local level in accordance with Articles 49 and 50 of the HUD/AFGE Agreement.
- (3) **Planning Process.** The Local Union shall be consulted and given the opportunity to provide input in the development of the plans. Management will provide a copy of the plan.
- (4) **Advance Consultation.** Management agrees that the Local Union shall be consulted and included in the overall space planning process.
- (5) **Floorplans and Workspace Assignments.** Employee specific seating assignments shall be determined at the local office level in accordance with existing Memorandum of Understandings on this topic in effect at the date of this agreement. Upon an office relocation

or space realignment, all Memoranda of Understanding and Supplements related to the change may continue or may be renegotiated.

- (6) **Post-alteration Walk Through.** For space moves, the local Union will be given the opportunities to participate in walk-throughs during the alterations process, as permitted by GSA.
- (7) **Pre-Occupancy and Post-Occupancy Review.** A pre-occupancy and post-occupancy review of the facility will be conducted by the appropriate HUD representative and the local Union.

#### **Section 57.03 - Provisions for Employees With Disabilities.**

- (1) **General.** The Department agrees to provide appropriate reasonable accommodations for any employee with a disability requiring assistance in accordance with Article 45 of this Agreement.
- (2) **Accessibility Standards.** All HUD space designs and alterations shall comply with applicable accessible design standards under the Americans for Disabilities Act, Section 504 of the Rehabilitation Act and, the Architectural Barriers Act.
- (3) **Accessibility of Electronic Communications (Section 508).** HUD shall make its electronic and information technology (EIT) accessible to persons with disabilities, including but not limited to its intranet website for employees. The Agency and Union shall meet at least once annually to discuss ways of developing technology to meet the goals of Section 508 of the Rehabilitation Act and to review the accessibility of new and enhanced EIT.
- (4) **Reporting Accessibility Concerns.** Upon receipt of any concerns from employees or the Union regarding the accessibility of the office space, the Department agrees to examine the office space for compliance with applicable accessibility standards, and will address such concerns, as appropriate, in a timely fashion.

#### **Section 57.04 - Office Space.**

- (1) **Selection of Site.** When HUD offices are not located in a government-owned building, the Department shall coordinate with GSA to assure that Government leased buildings are provided within the designated Central Business District with access to public transportation and public parking to provide the maximum access to employees and the public. Site Selection will conform to GSA space policies; and Executive Orders and Presidential Memoranda concerning real property, energy, environmental issues, and all required security including what the Department considers necessary.
- (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. Space shall be calculated for all allocated positions. 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.

Floor plans must include the following aspects:

- (a) Sustainability: Floor plans must account for all current and amended regulations and requirements concerning a sustainable workplace as directed by GSA, -Executive Orders, and Presidential Memoranda.
- (b) Telework: Floor plans may include efficiencies to be gained through the use of Telework.
- (c) Work Stations: Floor plans for new or renovated space will allow for a mix of workstation sizes and types based on job function and actual occupancy. Sustainability issues will conform to the size and quantity of workstations on a floor plan. Workstations should be designed to take advantage of collaboration and available technology. Workstations may include shared collaborative spaces and other innovative space on a floor plan that allows individuals, groups, and distance workers either in the office or working remotely, to achieve the Department's business.
- (d) Employees outstationed from Headquarters or other Field Offices will be provided space that conforms to the office standard where the employee is physically located.
- (e) Management agrees that HUD employees shall have preferences in space, workstation location over contracted employees.
- (f) All enclosed office space must have at a minimum one (1) direct air vent.

**Allocation of Space.** Management shall consider the Department's organizational mission and the functions necessary to perform that mission efficiently when determining space allocations for work and common areas. Management agrees to provide, as necessary, sufficient space and furnishings, such as file cabinets, work surface, bookcases, etc., to adequately maintain an efficient work environment and for employees to perform the organizational mission.

- (a) The Department and Union agree that if an open office configuration for work units within Headquarters or an entire office in a regional or field location is used, it must be based on the balance of needs for a collaborative workplace and the needs for private and/or confidential communications.
- (b) The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA. 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.
- (c) Employees who do not have private offices shall be afforded temporary access within a reasonable timeframe, to private space as needed for communications of a private or confidential nature, and when open space office configurations do not afford a quiet

working environment. Also, closed offices, meeting rooms, or interview rooms will be provided to assure employee privacy and confidentiality e.g., in equal employment opportunity, employee assistance, and reasonable accommodations activities.

- (4) **Public Access to Work Areas.** Consideration to limit public access to open work areas shall be given when office layouts are developed.
- (5) **Moveable Partitions.** Employees located in open space areas may have free-standing acoustic screens (area dividers) used to:
  - (a) Partition large areas;
  - (b) Provide a degree of visual privacy;
  - (c) Reduce noise levels; and
  - (d) Regulate traffic.

The number, type, and location of screens shall be determined by the parties at the local level. Where job related requirements are a factor, workflow and work assignments shall be the major criteria in determining the placement of acoustic screens. Management may propose alternative means of providing privacy and sound-proofing. Partition cleaning may be determined at the local level.

- (6) **Existing Walls.** Full consideration shall be given to the costs of renovations and the adverse impact on working conditions, in determining the prospective benefits of eliminating or moving existing floor to ceiling partitions.
- (7) **Decorations.** Employees with individual workstations have the right to decorate their interior working areas with such items, but not limited to, prints, photographs, awards, posters, and artistic or symbolic representations appropriate to the working environment. The display of these items must not be inconsistent with governing regulations or laws. Both the employee and Management have a responsibility not to deface Government property or impair its function.
- (8) **Wireless Capability.** The impact and implementation of wireless capability in offices may be bargained, in accordance with Article 49.
- (9) **Conference Rooms.** Changes in workload and in the mission of the Department may create a need for adjustments in space allocations. This may require the conversion of conference rooms to office space or vice versa. The conversion of conference rooms to office space shall be consistent with the needs and requirements of the organization.
- (10) **Furnishings.**
  - (a) Ergonomic furniture may be bargained at the local level.

- (b) To ensure systems furniture workstations are equitable, when it has been determined that an office will receive new systems furniture; the typical workstation interior components shall be negotiated at the local level from the options provided to the Department from the vendor. The Department will provide the Union typical as they are updated.
- (11) **File and Other Storage.** The Department shall provide employees with sufficient physical file and other storage space to store materials essential to job functions. Files and other storage units shall be located conveniently to the employees who use them. All storage devices shall provide adequate security to protect the material stored from improper access. The Department will comply with all Executive Orders and regulations concerning electronic records management. The Department will conform with National Archives and Records Administration (NARA) mandates for records management retention retrieval and destruction.
- (12) **Appliances.** The Department will comply with lessor's mandatory requirements regarding personal appliances.
- (13) **Name Plates and Other Signage.** Management shall provide signage to indicate offices, divisions, bureaus, and other work units, and shall provide name plates or signs for all employees.

#### **Section 57.05 - Parking.**

- (1) **Existing Carpool Parking.** Existing carpool spaces under the Department's control shall be retained as long as there are qualified and interested employees, and the HUD office remains at its present location.
- (2) **Release of Carpool Parking.** If the work force at a given office decreases, the Department will assess parking needs and, if it determines there is excess parking space, it may release excess parking spaces subject to local bargaining.
- (3) **Bicycle Facilities.** The Department will provide, where available, bicycle and other non-motorized vehicle parking. Local bargaining may take place on space for two wheeled vehicles.

#### **Section 57.06 - Maintenance and Environment.** Buildings that house Departmental office space should adhere to all mandatory, legal GSA leasing requirements.

- (1) **Heating, Ventilation, and Air Conditioning (HVAC).** The Department shall coordinate with GSA in providing an adequate HVAC system and in maintaining HVAC at an acceptable working environment within the temperature and ventilation range outlined in GSA regulations and specifications in offices under GSA's jurisdiction.
- (2) **Compliance with Building Codes.** The Department shall coordinate with GSA to assure that: (1) office space, whether leased or Government-owned, complies with the Government's fire and building codes, as determined by GSA; (2) lease agreements require compliance with applicable Government building and fire codes, as determined by GSA; and (3) the lessor is to comply with State and local codes and ordinances, as appropriate, applicable to the ownership and operation of the building in which the leased space is situated.

- (3) **Lighting.** Lighting shall be adequate for its intended purpose in accordance with Government regulations. The access to natural light shall be maximized in the space occupied by employees.
- (4) **Routine Maintenance.** Management shall request from GSA a copy of its routine and scheduled maintenance schedule and upon receipt, a copy of the schedule shall be posted on Management's bulletin board. Management shall carefully monitor the landlord's compliance with the provision of routine and scheduled maintenance services in accordance with the GSA schedule. If scheduled services are not provided, Management shall bring it to GSA's attention and request that GSA take corrective action.

**Section 57.07 - Moving of Employee Work Stations.** Space adjustments shall be implemented in such a way as to minimize disruption to employees. Relocation of or major adjustments to modular work stations will be treated as any other move under Article 49, Mid-term Bargaining.

**Section 57.08 - Information Requested by the Union.** Upon written request, management shall provide the Union with:

- (1) Copies of the Building Lease Agreement and all Addenda, if available.
- (2) HUD's Request for Space, Forms SF-81, and floor plans with detailed specifications.
- (3) A copy of the Quarterly Building Services Report and the Consolidated Geographic Area Report on Building Services. These reports shall be provided to the Union's Principal Geographic Area representatives, rather than to each Local.
- (4) Any other material necessary to provide the Union with complete information on a space move.

**Section 57.09 - Temporary Office Space.** Temporary or swing space may be provided and may be contingent upon GSA's procurement and availability. Employees will be provided temporary office space during any transition, or other arrangements will be made for them. Temporary office space shall be subject to notice and negotiation, if requested, under Article 49 of this Agreement.

**Section 57.10 - Demonstrations.** The Department or Union may recommend space management related demonstrations and experiments. Notice, negotiation, and implementation of the proposals will follow procedures under Article 49 of this Agreement. Plans and arrangements under a demonstration or experiment must be evaluated prior to broader implementation.