

Agreement between AFGE and HUD

SUBJECT: Return to Safe Workplace Plan and Flexiplace Negotiations

The Parties agree to the following provisions:

1. No provisions of National Supplement 25 or National Supplement 28 shall be rescinded by this agreement unless expressly stated herein.
2. Prior to ending the current voluntary five-day Maximum Telework status per National Supplement 28 signed on April 8, 2021, Management shall provide 30-day notice to the Union and bargaining unit employees.
3. Management shall provide such 30-day notice to end Maximum Telework no earlier than February 14, 2022. The Parties understand that once the 30-day notice has been issued, Management may lift Maximum Telework provisions and the occupancy limit referenced in Supplement 28 at the end of that 30-day notice period.
4. From the date Maximum Telework ends until April 15, 2022, or the conclusion of Flexiplace negotiations, whichever occurs first, Management will assess COVID-19 transmission rates of each HUD office weekly as informed by the CDC's COVID-19 Data Tracker County View (<https://covid.cdc.gov/covid-data-tracker/#county-view>) and data provided by Johns Hopkins University to determine whether to authorize full time telework with the option of voluntary re-entry, in accordance with the following criteria.
 - a. When the level of transmission related to a given HUD office is at a substantial or high transmission rate and remains at a substantial or high level based on a weighted average of: i) the general population of the commuting counties within each office and ii) the average transmission level over the previous one week period in commuting counties within each office, the Agency will authorize full time telework. It shall be voluntary for an employee to work from the HUD office while full time telework is authorized. Paragraph 8 of Supplement 25 shall continue to apply.
 - b. When the level of transmission related to a given HUD office is at a moderate or low level based on a weighted average of: i) the general population of the commuting counties within each office and ii) the average transmission level over the previous two week period in commuting counties within the HUD office, the Agency will no longer authorize full time telework.

c. Management agrees to assess the Pandemic transmission rates as April 15, 2022 approaches.

5. For those employees who do not currently have Telework Agreements for telework in place, Management shall expedite the signing of Telework Agreements to the greatest extent possible and Management will allow such agreements to be signed virtually.

6. After execution of this agreement, the Parties agree that they will continue to negotiate proposals 1-49 in the Return to Safe Workplace Plan negotiations.

a. The Parties acknowledge that Management issued its Article 49 notice to the Union on Flexiplace on January 10, 2022, which was received by the Union on January 11, 2022. Nonetheless, negotiations on Flexiplace will not begin until negotiations on proposals 1-49 are completed and the Parties reach an agreement, or the Parties declare impasse on those proposals, or 30 days from execution of this agreement whichever date is soonest. Thus, negotiations on Flexiplace shall commence no later than 30 days from execution of this agreement.

b. After starting the Flexiplace negotiations, the Parties will pause all other negotiations on Return to Safe Workplace Plan for 30 days or until completing negotiations on Flexiplace, whichever is soonest.

c. Upon completing Flexiplace negotiations, or declaring impasse on the Flexiplace negotiations, or reaching the 30 day timeline set out in 6(b), the Parties will resume bargaining on all other provisions in the Return to Safe Workplace Plan negotiations and continue negotiations on Flexiplace (unless negotiations on Flexiplace have concluded and the Parties have reached agreement) and engage in both negotiations concurrently.

For the Agency:

D. Hankinson

D'Andra Hankinson, Chief Negotiator, HUD

Date: *1/15/22 RM*
1/14/22

For the Union:

Ricardo Miranda

Ricardo Miranda, Chief Negotiator, AFGE