

NATIONAL SUPPLEMENT 48

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

SUBJECT: Space Sharing Implementation Plan

SCOPE: This Supplemental Agreement addresses the implementation of a Space Sharing plan as provided by HUD to the Union on January 16, 2024.

1. **Maintenance of Status Quo:** Management agrees that regarding the new Space Sharing Implementation Plan, it shall maintain the status quo in accordance with Article 49, Section 49.02 of the HUD-AFGE Agreement and the Federal Service Labor-Management Relations Statute.
2. **Notification:** Parties agree that it is a moot issue.
3. **Amendment to Space Sharing Implementation Policy:**
 - a: Management agrees to update the Implementation Policy for Part II, #10 as follows:
“Management shall permanently assign locking storage space, which shall meet the requirements of Article 57, Section 57.04(14) as amended by Supplement 35, to all routinely teleworking employees who are not eligible for permanently assigned workstations. 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.”
 - b: Managements agrees to update the Implementation Policy for Part III to add the following language: “Management shall permanently assign locking storage space, which shall meet the requirements of Article 57, Section 57.04(14) as amended by Supplement 35, to all routinely teleworking employees who are not eligible for permanently assigned workstations. 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.”
 - c: Employees who regularly telework on a given day will have the opportunity to reserve a hoteling desk on their routine telework day, on a routine basis. Any vacant hoteling/hot desking spaces will be available on a first-come basis for employees directed to report to the office on a non-routine teleworking day. Situational telework may be authorized, if required, during transition to space sharing in a specific location.

4. **General Guidance:** Management agrees to update the Space Sharing Implementation Plan as follows:

General Guidance Section: Item 1, Add: Each Regional or Field Office will transition as one unit. Headquarters Satellite offices may transition either as a unit or by Program Area or Major Component.

Item 2: In the Weaver Building, transition to Space Sharing will by Program Area or Major Component.

Management Agrees to add the following definition section.

Definitions

Maximum Occupancy Pattern/Day: The greatest number of people expected to be physically present on any given day in a field office or a program office or major component in headquarters. The people counted shall include non-teleworking employees, teleworking employees scheduled to report to the HUD office on a given day, and contractors (if required to have workspace). The maximum occupancy day is the day of the week/pay period on which the most people are scheduled to be in a given field office, program office or major component. The maximum occupancy pattern shall be established once it is determined that desk sharing is necessary in a particular location. In addition to regular, full-time employees assigned to a specific office or location, employees also include out-stationed workers assigned to that location and temporary or part-time employees.

Program Areas:

Chief Financial Officer

Chief Information Officer

Community Planning and Development

Congressional/Intergovernmental Relations

Departmental Enforcement Center

Equal Employment Opportunity

Fair Housing/Equal Opportunity

Center for Faith Based and Neighborhood Partnerships

Field Policy and Management

General Counsel

Ginnie Mae

Healthy Homes and Lead Hazard Control

Housing

Office of the Assistant Secretary for Administration

Chief Administrative Officer

Chief Human Capital Officer

Chief Procurement Officer

Office of Economic Development

Office of Hearing and Appeals

Office of Inspector General

Policy Development and Research

Public Affairs

Public and Indian Housing

Small/Disadvantaged Business Utilization

Major Component: Large unit within a Program Area (i.e. Multi-Family within Housing, Native

5. There shall be no hierarchy between bargaining and non-bargaining employees when reserving certain types of rooms (e.g. meeting rooms, larger conference rooms). Reservations will be available on a first come first serve basis, except for supervisory cubicles and or offices which will be reservable based on position requirements. Bargaining Unit Employees (BUEs) entitled to private office space, as outlined in the CBA and HUD Handbook 2200, based on their official position, shall be provided such space to reserve.
6. **Terminology: Delete: Management has agreed to proposal #4**
7. **Space Sharing Implementation:** The Parties agree that the implementation of Space Sharing will be on a case-by-case and office-by-office basis. Space sharing will be implemented at a specific location when the Field Office, HQ Satellite Location(s) or a Program Office/Major Component within the Weaver Building reaches 90% capacity or is scheduled for renovation or relocation. If space sharing is being implemented as a result of reaching the 90% threshold, Management shall provide the Union projections of space shortages, including quantity of workspaces, organization/field office, date, and cause of the shortage (e.g., increased hiring, termination of lease) at least 30 days prior to implementing space sharing in those locations. The Parties agree that the Office of Space and Project Management (OSPM) will provide the

following to affected AFGE local based on the data at the point in time of the 90% determination:

1. Total number of workspaces by program area/major component within **Headquarters or within the Field Office.**
2. The maximum number of full time positions (FTP) program area/major component within Headquarters or within the Field Office.
3. The actual number of current FTPs
4. Number of funded and approved FTPs to be hired
5. Number of Part-time employees
6. Number of Non-teleworking employees
7. Number of Teleworking employees
8. Number of Contractors
9. Cause of shortage
10. Date of shortage
11. *Date of Lease Expirations (if applicable)*

The Union and Management agree to include language to notify the Union Official in the affected office of its intent of implementing the Space Sharing Policy within 30 days of reaching the 90% threshold. **Within 30 days of signature of this Supplement, the Office of Space and Project Management will provide the Union with a list of the known Offices presently at or above the 90% threshold, including which location(s) will be implemented first.**

8. **Implementation Based on Actual Need or Demonstration of Benefits:** Implementation Based on Actual Need or Demonstration of Benefits: See Proposal #7
9. **Demonstration to the Union:** Management shall provide a demonstration to AFGE Council 222 and AFGE Locals on how to access and utilize the proposed reservation process at least 30 days before its use in the initial location. This shall include Outlook/Sharepoint as an interim process, Nuvolo and any successor process. Management shall provide the Union with a copy of all *instruction manuals. Management will address valid problems identified by the Union (e.g., failure of the system to work as planned, incomplete or inaccurate instructions for use).*
10. **Reservation Software:** The reservation process shall permit employees to reserve hoteling cubicles, private offices (as authorized), conference, meeting, and teaming rooms up to two weeks in advance. Management shall provide guidance on reserving multi-worker spaces (e.g., meeting rooms) further in advance and/or for extended periods, if necessary, for meetings or conferences. Absent extenuating circumstances an employee should make a concerted effort to cancel their reservation if unable to use it. The intended purpose of the reservation process is to reserve space, however, Management reserves the right to use data obtained for just and sufficient cause. The reservation process shall be accessible from HUD-issued laptops.
11. **Digital Floorplans:** Management shall make digital floorplans of shared workspace available to employees prior to implementing space sharing in the designated location. The floor plans shall identify individual workstation, workspace, meeting, conference, and other types of multi-user

rooms, and lockers. The floor plans will show which workstations are permanently assigned and which are available for hoteling and/or hot desking in any area.

12. **Training:** Management shall provide employees with training on how to use the online reservation process, along with step-by-step guidance to reserve space. Management shall email the guidance to employees at least 30 days prior to implementation of the reservation process in the affected location/program office. Management shall also provide guidance in new employee orientation packages in locations where such processes have been implemented. The training and guidance will be available on a continuing basis on HUD@work while the process is in place. The guidance will include information on whom to contact for additional assistance (e.g., the HITS Help Desk).
13. **Article 49 Notice for Moves:** When space sharing is implemented at a specific location as a result of an office move or reconfiguration, Management agrees to comply with Article 49 in accordance with the CBA, and applicable negotiated supplements. The Article 49 notice shall include all required information listed in Article 49, Section 49.03(5).
14. **Core Days:** Covered by CBA and applicable negotiated supplements.
15. **Maximum Occupancy Calculations: Delete:** Management agreed to Proposal #4
16. **Space Sharing. Deleted.**
17. **Type of Shared Workstations:** Type of Shared Workstations: The reservation process shall permit employees to reserve hoteling workspace, private offices (as authorized), conference, meeting, and teaming rooms up to two weeks in advance. Conference/meeting rooms may be reserved for meetings or group collaborations in lieu of individual workspace reservations. Hot desking will be available on a first come, first served basis. The parties agree that the number of hoteling and hot desks will be determined at the time the local field office or program office/major component in HQ transitions to shared space and will be based on the maximum occupancy calculation for that specific location at the time of transition to shared space.
18. **Co-location of Shared Workstations:** All shared workspaces within a field office or a program area/major component in HQ, except for those positions that require a specific workspace location based on business requirements, (e.g. OGC litigation attorneys, employees with applicable Reasonable Accommodations) will be available to all employees in that location and will not be restricted to reservations by work unit.
19. **Size of Shared Workstations:** Management proposes that this proposal is deleted. Covered by See Proposal 13 – Article 49 Notice for Moves.
20. **Size of Work Surface/Desk:** Management proposes to Delete: See Proposal #13. We agreed that when space sharing is implemented at a specific location as a result of an office move or reconfiguration, Management agrees to comply with Article 49 in accordance with the CBA, and applicable negotiated supplements. The Article 49 notice shall include all required information listed in Article 49, Section 49.03(5).

21. **Access to Locking Storage:** When a field office or program office/major component in HQ reaches 90% capacity and transitions to shared space, the existing office layout will be used to the greatest extent possible. When providing access to lockable storage space, Management agrees to follow the provisions outlined in Supplement 35 regarding Individual Storage Space.
22. **Workstation Equipment:** Management will provide workstation equipment as follows: *Hoteling* locations will include two (2) monitors, one (1) keyboard, and one (1) mouse. *Hot desking* locations will include one (1) connection to the network and one (1) monitor, if feasible.
23. **Telephones:** Deleted.
24. **Cleaning and Sanitizing:** Management shall not implement space sharing until all workspaces and offices designated as shared, at a specific location, have been fully sanitized. Management shall ensure that adequate sanitizing supplies are available to employees for cleaning and sanitizing work surfaces, keyboards, mouse, and telephones. Routine cleaning shall include vacuuming, waste removal and sanitization of commonly touched items (doorknobs, light switches, etc.). *Management shall provide, at HUD's expense, sanitizing supplies throughout offices and common gatherings such as hand sanitizers, anti-bacterial soap, and sanitizing wipes.*
25. **Unavailable Workstations:** Management will ensure that there are sufficient permanently assigned or shared workspaces/cubicles, (and private offices, if applicable) within a specific field office or program office/major component in headquarters, for all employees who are scheduled to come into the office on any given day in accordance with Article 57, Section 57.04(3)(b)(d) and (e), as amended by Supplement 35. Employees who are directed to report to the office by their manager or supervisor may need to use hot desks. In the event no workspace is available, the affected employee shall notify their supervisor of the situation, and the supervisor may consider approving situational telework or other options.
26. **Reasonable Accommodations:** When an office transitions to shared space, Management shall ensure that space-sharing arrangements accommodate the needs of employees with an approved reasonable accommodation. Approved accommodations may require the permanent assignment of a specific workstation, or private workspace. When required by the approved accommodation, the workstation will be removed from the reservation process for the duration of the reasonable accommodation.

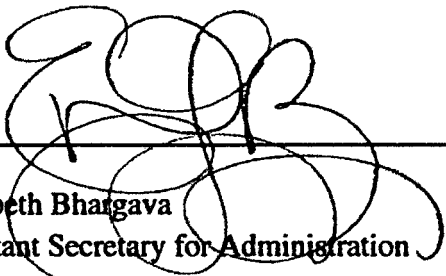
Management agrees to ensure that reasonable accommodation equipment, provided as part of an approved reasonable accommodation, will be securely stored and accessible for employees' use when they report to their respective worksite. Management shall provide guidance on the process of securely storing and obtaining larger equipment, such as a chair, to impacted employees.
27. **Notice to Employees:** Management will notify affected bargaining-unit employees at least 45 days before implementing shared workspace in a specific location. This timeframe will include at least 30 days for employees to remove personal belongings from their current permanently assigned workspaces, and up to 15 days for management to sanitize the workspaces to be shared. The notification shall include information about removing personal belongings. Information regarding location of shared workspaces, location of assigned locking storage, and reservation process

guidance will be provided to affected employees at least 30 days in advance. The Department shall copy AFGE Council 222 and the affected AFGE Local.

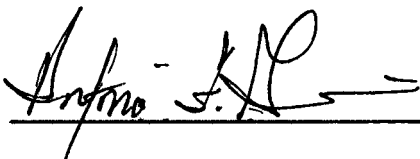
28. **No Waiver of Applicable Rights:** The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), any Supplements to that CBA, law, or government-wide regulation.
29. **No Adverse Effects:** Management agrees that if there is no shared space available for the employee's use and/ or problems occur with reservation system, it shall be considered extenuating circumstances and factors beyond the employees' control. If either of these situations occur, employees must contact their supervisor for guidance.
30. **Implementation:** This Supplemental Agreement shall be effective upon signature of the Parties' chief negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
31. **Renegotiations:** Management agrees to meet with the Union to discuss guidelines, or procedures/processes that may have not been revealed at the time of this negotiation. The parties may consider reopening negotiations, in accordance with the CBA. Any renegotiations shall be limited to matters that are not already expressly addressed in this Supplemental Agreement, or the CBA.

Date December 18, 2024

Date December 18, 2024



Elizabeth Bhargava
Assistant Secretary for Administration



Antonio F. Gaines
President
National Council 222