

NATIONAL SUPPLEMENT
Between
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
And
AMERICAN FEDERATION OF FEDERAL EMPLOYEES
HUD COUNCIL OF LOCALS 222

SUBJECT: Telework Policy

SCOPE: Impact and Implementation of the Departmental Telework Policy

1. Management agrees to adhere to the purpose identified in the Department's Telework Policy.

PROGRAM ELIGIBILITY

2. **Part-time Employees:** As stated in the Telework Policy, part-time employees are eligible to participate in telework.
3. **Employee Eligibility:** All Departmental positions are eligible for telework. Employee eligibility for telework will be based on the employee's duties and in accordance with Telework Eligibility Criteria and Employee Eligibility Criteria outlined in the Telework Policy. These criteria must be reviewed and considered prior to removing an employee from eligibility.

AUTHORITIES

4. **Current Collective Bargaining Agreement (CBA):** Other than Supplement 3, nothing in this supplement supersedes the current collective bargaining agreement or other supplements.
5. **Applicable Statutes, Regulations, Policies, etc.:** The Telework Policy is in accordance with the Office of Personnel Management (OPM) and General Services Administration (GSA) guidelines, and any applicable statutes, regulation or policies.

BENEFITS

6. **Benefits of Telework:** HUD agrees to promote the telework program to address the government's challenges of improving customer service, reducing energy consumption, safeguarding air quality, reducing traffic congestion, operating with limited funding, meeting employee needs, ensuring continuity of operations, improving the quality of work life and performance, improving morale by assisting employees in balancing work and family demands, and ensuring that the work of HUD continues in an emergency such as, natural disaster and/or event such as, a pandemic influenza.

DEFINITIONS

7. **Alternative Worksite:** An alternative worksite is a worksite other than the official worksite, where employees perform their official duties. Alternative worksites may include the employee's residence, GSA telework center, or office setting conducive to accomplishing work requirements.
8. **Approving Official:** The approving official is the employee's first-line supervisor or a management official within the employee's chain-of-command.
9. **Emergency Teleworker:** An emergency teleworker is an employee who continues to work at his/her alternative worksite during an emergency situation.
10. **Official Worksite for Teleworkers:** The employee's official worksite is documented on an employee's Notification of Personnel Action (Standard Form 50 or equivalent). The employee shall find this information in HIHRTS.
11. **Teleworker:** A teleworker is an employee with an approved telework agreement who works at an alternative worksite (i.e., home, telework center, or other work location) either on a regular or recurring schedule for a minimum of one day a week or on a temporary basis in those situations outlined in the telework agreement.

GENERAL

12. **Implementation:** Where provisions are inconsistent or contradict the policy, the policy will be changed to incorporate the language in the Supplement.
13. **Re-use of Equipment:** The Union may make requests to the Agency Head or Designee in accordance with 41 CFR 102-36.30 in order to obtain equipment for bargaining unit employees that is no longer needed for its original purpose.

14. **Reasonable Accommodation:** Work at home approved under reasonable accommodation provisions is not telework and will not be subject to telework requirements.
15. **Employee Freedom to Maintain Residence:** Management agrees that the remote work site is not a Government facility and that employees have the freedom to safeguard, insure and maintain the privacy of their home work place.
16. **Local Bargaining:** Impact and Implementation (I&I) bargaining may be conducted at the local level as required by the HUD/AFGE Agreement.
17. **Confidential and Privacy Act Information:** Confidential and Privacy Act information shall be properly safeguarded for all telecommuting applications pursuant to Federal regulatory requirements.
18. **Exceptions:** Assistant Secretaries may request exceptions for up to five (5) days of telework to the Deputy Secretary. If the necessary infrastructure is available for implementation, the Assistant Secretaries may request up to five (5) days of telework for employees for any function, section, division or office within his/her office. All management officials will adhere to the provisions of this policy and not create separate telework policies for their respective organizations.
19. **Reports to the Union:** Agency Telework Coordinator will submit a copy of telework reports to the AFGE Council President, or his designee designated in writing, that are submitted to OPM and Congress.
20. **Grievance Process:** Employees may file a grievance for any telework related issues.
21. **Implementation Calls:** Any party from the negotiating team may initiate a conference call with parties from the negotiating team to address challenges and opportunities associated with the implementation of the Telework Policy.
22. **Office Supplies:** Management agrees that the Department will provide supplies i.e., paper, pens, staples, and/or CD's to teleworkers that are routinely provided to employees in the office.

23. **Current Telework Agreements:** The telework agreement in place at the time of the implementation of this agreement will remain in effect unless the employee is no longer eligible for telework. If the employee requests a change based on the provisions of this supplement a new agreement will be prepared. The self certification safety checklist and IT approval form are not required to be resubmitted unless there are substantial changes in the situation.
24. **Renewal of Telework Agreement:** Telework agreements are not required to be resubmitted annually.

ROLES AND RESPONSIBILITIES (ALSO IN APPLICATION PROCESS AND PROCEDURES)

25. **Employee Requests:** Employees may apply for telework at any time.
26. **Adverse Impact:** There shall be no adverse impact based on the implementation of this policy/supplement.
27. **Fair and Equitable:** This agreement and the policy will be equitably applied to all employees with like and attendant circumstances.
28. **Application:** Applications shall be submitted to the employee's first line supervisor. The application package must include the certification that the prerequisite training has been completed, application, a signed "Rules of Behavior for Remote Access User Agreement" and the "Teleworker Self-Certification Safety Checklist." The supervisor will review the application package and provide the employee with an approval or denial, in writing within 15 days of receipt of the package. If the package is incomplete, the employee will be advised by the supervisor or telework coordinator.
29. **Submission of Telework Application:** The employee is required to provide the telework application to his/her first-line supervisor or their designee.
30. **Rules of Behavior Agreement:** Rules of Behavior for Remote Access User Agreements must be prepared by employees listing the systems to be used while on Telework. The Agreement may be updated with a listing of new systems used by the employee without further need to issue a new Telework Agreement. The application process for the Rules of Behavior Agreement will be reviewed as quickly as possible so as not to delay the approval process.
31. **Approved Applications:** Teleworkers may begin teleworking immediately upon approval of the telework application as identified in the Telework Agreement.

32. **Denial of Telework for Cause:** All telework applications will be assessed in a fair and equitable manner. Denials must be justified in writing to the employee. The Department agrees that the denial of telework and any justification/documentation is appropriate for distribution to the union under a request for information in accordance with 7114(b) (4).
33. **Justification of Denial of Telework:** Telework may be denied for the efficiency of the service. When terminating a Telework Agreement, the supervisor will provide the employee two weeks notice of the termination of the agreement in writing and indicate the reason (s) for the termination.
34. **Reapplication following Denial:** An employee whose telework request has been denied may resubmit a revised application. The employee may use the same application when re-applying for telework.
35. **Emergency Approvals:** In an emergency situation, requests for participation in the telework program must be approved or denied as soon as possible, but no later than 24 hours and the decision communicated to the employee.
36. **Dependent or Other Family/Household Member Care:** HUD cannot require an employee to have specific dependant care arrangements. The supervisor's responsibility is to monitor the employee's performance output, productivity, and overall results while on telework.

TYPES OF TELEWORK ARRANGEMENTS (IN THE POLICY THIS IS REPEATED ON PAGE 18 UNDER TELEWORK WORK SCHEDULES)

37. **Regular Telework Agreement:** A written agreement signed by the employee and the employee's first line supervisor that outlines the terms and conditions of the telework agreement. The Agreement shall clearly document the number of telework days approved. Holidays, leave, or assigned work travel shall not adversely impact an employee's approved telework schedule. If the employee's telework day falls on a holiday or approved day off, upon request, the supervisor will consider changing the telework day for that week.

38. **Situational Telework Arrangement:** The parties agree that situational telework is non-recurring, and/or irregular telework. Situational telework is ideal for employees who encounter infrequent periods of time when projects/assignments have short turnaround times and/or require intense concentration. If operational demands can be met, other circumstances may be considered as a reason for situational telework. Under such arrangements, the employee may work for a day or more at an alternative worksite. The supervisor will approve the exact number of days the employee will work from the alternative worksite. Examples for initiating a situational telework arrangement may include the following:
- a) An employee has a short-term work assignment that could be performed at an alternative worksite free from interruptions;
 - b) The official worksite is not usable i.e., during office renovation projects, emergencies, etc.

TELEWORK AGREEMENT – TERMS & CONDITIONS OF APPOINTMENT

39. **Contact Information:** Employees will provide a phone/contact number (home, cell etc.) where he/she may be reached by the supervisor and appropriate HUD staff. Employee's personal telephone number will not be provided to clients. The Department will not request that an employee provide a personal telephone number on a Departmental voice mail or on Departmental correspondence. An employee shall be required to provide their supervisor and other appropriate HUD personnel with personal contact information.
40. **Notification of Start and End of Work Period:** Employees will not be required to contact their supervisor at the beginning or end of their tour of duty as a method of signing in or out. An employee may be required to contact their supervisor, co-worker or customer as part of their assigned duties and responsibility.
41. **Reporting Requirements:** The reporting requirements for telework will be applied in a fair and equitable manner to all employees and will not impede the productivity of the employees.
42. **Call Forwarding:** Employees may use call forwarding while on telework during their approved tour of duty with the approval of their supervisor. Due to the limitations of existing HUD phone capabilities, call-forwarding cannot be required unless technology is available to afford the teleworker to cancel the call forwarding at the alternative worksite at the end of their tour of duty.

43. **Personal Cell Phones:** Employees shall not be required to provide their supervisor or coworkers with their personal cell phone number unless it is identified as the contact number while on telework. If the employee chooses to utilize a personal cellular phone as the means of contact while on telework, he or she will not be reimbursed if they exceed their minutes.
44. **Home Voice Messaging System:** Employees are not required to have a home voice messaging system to meet the eligibility for telework.
45. **Position Descriptions and SMART/Standards:** No change is required to position descriptions or performance standards for teleworkers.
46. **Telephone Calls:** Employees should answer the phone in a professional manner when on telework.

MODIFICATIONS OF THE TELEWORK ARRANGEMENT

47. **Recall:** On the occasion where a supervisor has an operational need to recall a teleworker, supervisors will communicate directly with the employee the decision to recall. Reasonable commute time and end of tour of duty will be taken into consideration when establishing the employee's return/report time to the office. Recalls shall not be routine.
48. **Temporary Modifications to the Telework Agreement:** Based on needs, a supervisor or employee may initiate a temporary modification of the telework agreement. The supervisor may approve this via email.
49. **Permanent Modifications to the Telework Agreement:** A supervisor or employee may initiate permanent modifications to an employee's telework agreement whenever elements of the telework agreement change. The supervisor may agree to pen and ink changes.

TERMINATION OF TELEWORK AGREEMENT

50. **Reapplication after Termination:** If an employee is terminated from telework, the employee may reapply.

TELEWORK WORK SCHEDULES

51. **Time and Attendance Procedures:** The same time and attendance rules and procedures governing an employee at the official work site shall apply at the employee's remote work location.
52. **Alternative Work Schedules:** In accordance with the Office of Personnel Management guidance, employees teleworking continue to be eligible for all Alternative Work Schedules. This includes compressed and flexitime. Management is responsible for ensuring that the mission of the Department is carried out effectively and efficiently and for determining the operational requirements of the Department.
53. **Credit Hours:** Full time and part time employees who are not working compressed work schedules shall be allowed to work credit hours from a remote location subject to the provisions of the HUD/AFGE negotiated agreement.

TELEWORK DURING EMERGENCY SITUATIONS

54. **Emergencies:** When teleworkers are not affected by an emergency that results in an office closure, they shall continue to work through their scheduled work day without interruption. When the situation which caused the office to close e.g. severe weather such as, hurricanes, floods, etc., that also affects the teleworkers ability to work; the employee will be granted the same leave provision provided to non-telework employees.
55. **Early Dismissals:** If a telework employee is working from an alternative worksite, and the office closes or dismisses employees early as a gesture of good will, telework employees will be notified and given the same benefit as non-telework employees. If the office is dismissed early due to a special event in the area of the office i.e., a sporting event which may cause increased traffic, the teleworker shall continue to work without interruption.

56. **Emergency at the Alternative Worksite:** On a case by case basis, management will excuse a telework employee from duty during an emergency situation if the emergency a) adversely affects the telework site (e.g., disruption of electricity, loss of heat, etc.); or b) if the teleworkers' duties are such that he or she cannot continue to work without contact with the regular worksite. When an emergency affects only the alternative worksite for a major portion of the day, HUD shall require the teleworker to report to the official worksite or approve leave or leave without pay (LWOP).
57. **Employee Safety:** HUD agrees that the safety of HUD employees is a HUD priority and no employees will be placed into a telework situation that is knowingly unsafe.
58. **Pandemic Event:** In accordance with the Handbook on Pay, Leave, and other Benefits, and Supplements 82 and 93, during an emergency or disaster, an employee may be authorized to telework in the event of an emergency or publicly declared pandemic event. Approved telework agreements may remain in effect during a pandemic event or may be expanded based on the need for employee social distancing.
59. **COOP-Events:** HUD may approve employees to telework during a COOP event.

GUIDELINES

60. **High Speed Internet Access:** The employee shall be eligible to participate in the telework program with or without high speed internet service as long as the lack of service does not adversely impact or impede the mission of the organization.
61. **Reimbursement for Telephone Calls:** Eligible teleworkers may be authorized to use an agency issued phone card for official business long-distance telephone calls or be reimbursed for long distance telephone calls approved on the SF-1164.
62. **Reimbursement for Mail Facsimiles, Copying:** Employees will be reimbursed for mail charges, facsimile charges, and copies if they are instructed to do so by their supervisor while at their alternative work site.
63. **WebTA:** Employees are authorized to access WebTA during telework either utilizing a HUD laptop or the employee's personal computer.

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64. **Issuance of Laptops:** HUD will make every effort to provide a laptop to all teleworkers. However, there is nothing that precludes employees from using their own equipment.
65. **Telework Security:** Management agrees that remote access is available for teleworkers. The HUD/AFGE Agreement and HUD IT Security Handbook 2400.25, Rev. 2 address security issues of HUD employees.
66. **Use of Personal Computers:** Employees who have personal computers at home and have high-speed Internet access will be provided remote access to the HUD system via hudmobile.hud.gov or the most recent system available.
67. **Computer Security Requirements:** HUD Information Technology Security Policy is found in HUD Handbook 2400.25, Rev. 2 and HUD/AFGE Contract Supplement #105. Teleworkers must follow the organizational IT Security requirements agreed upon in the above documents. Reasonable measures to insure equipment is not stolen, damaged, or accessed by unauthorized users should be practiced.
68. **Equipment Downtime:** Employees will not be penalized as a result of technology failure. Employees shall notify their supervisor when such failure exists so as to determine the need to return to work.
69. **Limited Personal Use Policy:** Employees may use HUD equipment and software programs at a remote location subject to the Recommended Executive Branch Model Policy/Guidance on “Limited Personal Use” of Government Office equipment including information technology.
70. **Accountability for Loss or Damaged Equipment:** Teleworkers must take reasonable precautions in preventing any loss or damage to equipment issued to them. If HUD equipment is lost, stolen, or damaged, due to employee negligence, the employee may be held accountable for replacement. HUD shall provide replacement equipment as soon as it becomes available. If employees have personal equipment or other equipment is available, teleworking will continue. If not, the employee shall report to the office on the next business day. The employee shall report lost or stolen equipment to the HUD Help Desk at 1-888-297-8689 during the Help Desk hours to report the incident. HUD Help Desk services must be available to teleworkers.

71. **Fair Labor Standards Act (FLSA):** FLSA applies to employees on telework. Employees must obtain supervisory approval to work overtime or compensatory time while on telework.
72. **Federal Employees Compensation Act (FECA):** Employees working from a remote location are covered by FECA.
73. **Transit Subsidy:** Every effort shall be made to ensure that the employee's transit subsidy is not adversely impacted by telework.

HOTELING and HOT DESKING

74. **Hoteling and Hot-Desking:** Hoteling and Hot desking locations will be selected based on availability of space.
75. **Dedicated Work Space:** Hot Desking and Hoteling work space must be dedicated work space.
76. **Space:** Dedicated Hoteling/Hot Desking space will not dislocate current employees who are not participating, do not wish to move, and high demand or premium space (windows or office space with doors) will not be used for hoteling prior to offering the space to other employees. If it is necessary for the efficiency of service to move employees, Article V notification will be issued to the local principal Office Representative.
77. **Space and Equipment:** HUD will follow the HUD/AFGE Agreement with regard to space and equipment when dedicating space for Hoteling/Hot Desking. All OSHA requirements will apply to Hoteling/Hot Desking.
78. **Personal Items:** Employees shall be allowed to have personal and religious items in the desk space assigned to them for Hot Desking/Hoteling. These same items will be removed by the employee when they are not utilizing the space.
79. **Union Space:** Union space will be maintained in accordance with the HUD/AFGE Agreement. There is no intent to utilize current union space for Hoteling/Hot Desking.
80. **Privacy:** Employees participating in hoteling or hot desking will have the ability to secure personal items when in the office.

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81. **Implementation of Hoteling/Hot Desking:** Hoteling and hot desking will be implemented in accordance with the Telework Policy.
82. **Eligibility of Hoteling/Hot Desking:** To be eligible for approval of Hoteling/Hot Desking, an employee must have demonstrated successful teleworking for at least three months and there must be a mutual expectation by the employee and supervisor that the employee will remain on a regular telework agreement for an extended period of time.
83. **Individual Work Space:** Employees that are no longer participating in telework will be assigned individual work space and the provisions of this supplement/telework policy no longer apply.
84. **Work Related Files:** Employees will maintain work related files and work items at an approved work location in accordance with the HUD/AFGE Agreement.
85. **Hoteling/Hot Desking Locations:** Hoteling/Hot Desking locations will be determined at the local office and program area level after negotiations with the Local Union.
86. **Space Allocation:** Space allocated for Hotel/Hot Desking will be provided to employees who volunteer first.
87. **Hoteling:** To be eligible for hoteling, employees must be out of the office a minimum of two days a week excluding holidays, leave, and work related travel.