NATIONAL SUPPLEMENT \_\_

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

Note: This revision to U-1 is due to additional changes in the proposed revision to Chapter 13 provided by HUD to the Union on July 24, 2023. The new information includes both the highlighted changes on the draft Chapter 13 and the information provided during the Management team’s briefing to the Union on July 24, 2023. Changes in this U-1-Rev from the previous U-1 are highlighted.

Note 2: For ease finding and reading the latest proposals, the Union has provided U-3 counterproposals in **bold** and U-3 notes in *italics*. Provisions for which tentative agreement has been indicated have been marked in **green**. The Union requests that Management follow the same convention.

SUBJECT: 2023 Revision of Handbook 2200.1, Chapter 13, Space Management.

SCOPE: This Supplemental Agreement addresses the implementation of the revised Chapter 13 as provided by HUD to the Union on June 26, 2023, and revised on July 24, 2023.

1. U-1 Maintenance of Status Quo: Management agrees that it shall not implement the new Chapter 13 or any policies contained therein until the Parties (HUD and AFGE Council 222) complete mid-term negotiations and management has complied with all provisions that are required to be implemented (including revisions to the July 24 proposed Chapter 13) before the revised Chapter 13 policies take effect.

M-1 Maintenance of Status Quo: Management agrees that it shall maintain Status Quo in accordance with Article 49 of the HUD-AFGE Agreement.

U-2 Maintenance of Status Quo: Management agrees that it shall maintain Status Quo in accordance with Article 49 of the HUD-AFGE Agreement and the Federal Service Labor Management Relations Statute. Management shall not implement the new Chapter 13 or any policies contained therein until the Parties (HUD and AFGE Council 222) complete mid-term negotiations and management has complied with all provisions that are required to be implemented (including revisions to the July 24 proposed Chapter 13) before the revised Chapter 13 policies take effect.

M-2 Maintenance of Status Quo: Management agrees that it shall maintain Status Quo in accordance with Article 49 of the HUD-AFGE Agreement.

U-3 Maintenance of Status Quo: Management agrees that it shall maintain the status quo in accordance with Article 49 of the HUD-AFGE Agreement and the Federal Service Labor Management Relations Statute. Management shall not implement the new Chapter 13 or any policies contained therein until the Parties (HUD and AFGE Council 222) reach a final agreement that completes mid-term negotiations and Management has complied with all contractual obligations, including but not limited to those identified in Articles 49 and 57, and provisions that are required to be implemented (including revisions to the July 24 proposed Chapter 13) before the revised Chapter 13 policies take effect.

*U-3 Note: It is unclear why Management refuses to include the details of what maintaining the status quo entails unless it is because Management does not intend to honor all of its obligations. Management’s failure to provide specific information about the procedures and policies that Management plans to use upon implementing space sharing suggests that Management does not intend to fully comply with its bargaining obligations.*

M-3 Maintenance of Status Quo: Management agrees that it shall maintain Status Quo in accordance with Article 49 of the HUD-AFGE Agreement.

*M-3 Note: Article 49 of the CBA provides the negotiated process regarding negotiability disputes and bargaining impasse procedures.*

U-4 Maintenance of Status Quo: Management agrees that it shall maintain the status quo in accordance with Article 49 of the HUD-AFGE Agreement and the Federal Service Labor Management Relations Statute.

*U-4 Note: The Union will accept Management’s language if it also mentions the Statute, as that is another governing obligation in addition to the CBA.*

**M-4 Maintenance of Status Quo: Agree.**

1. U-1 Responses to Proposals: Each Party shall respond to the other’s proposals in writing, preceding their response with the number of their counter (e.g., U-1, M-1). The Parties shall indicate agreement to proposals by writing “Agree.” The Parties shall indicate any objections to proposals by submitting a substantive counterproposal, and, if the reason for the counterproposal is not self-explanatory, the countering Party shall include a note explaining its reason for the objection and counterproposal.

M-1 Responses to Proposals: Covered by the CBA Article 49, Section 49.06.

U-2 Responses to Proposals: Each Party shall respond to the other’s proposals in writing, preceding their response with the number of their counter (e.g., U-1, M-1). The Parties shall indicate agreement to proposals by writing “Agree.” The Parties shall indicate any objections to proposals by submitting a substantive counterproposal, and, if the reason for the counterproposal is not self-explanatory, the countering Party shall include a note explaining its reason for the objection and counterproposal.

U-2 Note: Union may be willing to withdraw Proposal 2 once the parties reach final agreement on the supplement.Section 49.06 concerns after agreement has been reached not prior to agreement during negotiations.

M-2 Responses to Proposals: Covered by the CBA Article 49, Section 49.06.

M-2 Note: Management will respond to the Union’s proposals in writing and continue numbering our counters and indicating agreement by writing agree. Management is not comfortable renegotiating Article 49 procedures.

U-3 Responses to Proposals: Same as U-1 and U-2.

*U-3 Note: Management has previously agreed to these terms, and during recent negotiations the inclusion of written explanations of the reasons for an objection or a counterproposal has greatly helped move negotiations along. The Union does not intend to renegotiate the Article 49 procedures, as claimed by Management. Section 49.06 (o) provides for “the resolution of mid-term bargaining issues through informal methods.” The exchange of explanatory notes that will not become part of the final agreement is consistent with this provision. It is insufficient for Management to claim “covered by the CBA Article 49, Section 49.06” because that ignores the fact that Article 49 was drafted before the Parties ever envisioned internet-based negotiations, such as the current meetings over Teams. Management waives no rights by agreeing to the Union’s proposal. If the attorneys in OGC can agree to this language during a negotiation earlier this year, there is no reason for Management to reject it now.*

M-3 Responses to Proposals: Covered by the CBA Article 49, Section 49.06.

*M-3 Note: Management is responding to the Union’s proposals in writing and will continue numbering our counters and indicating agreement by writing agree.*

U-4 Responses to Proposals: Same as U-1.

*U-4 Note: As stated in U-3 Note, Section 49.06(o) provides for “the resolution of mid-term bargaining issues through informal methods.” The exchange of explanatory notes that will not become part of the final agreement is consistent with this provision. Not only is this proposal consistent with Section 49.06, it is permitted and even encouraged by subsection (o). That is why OGC agreed to this provision in a recent negotiation. Management’s current refusal to agree to explaining its counters in writing indicates the bad faith that Management has shown in these proceedings.*

M-4 Responses to Proposals: Same as M-3.

*M-4 Note: In review of the U-4 Note, it is agreed that Section 49.06 covers what the Union is proposing. No proposal is necessary.*

U-5 Responses to Proposals: Same as U-1.

*U-5 Note: The Union considers Management’s attempt to twist facts to be an act of bad faith. Management knowingly erroneously claimed in M-4 Note that no proposal is necessary because “it is agreed that Section 49.06 covers what the Union is proposing.” The Union does not agree with this statement. The Union stated clearly in its Notes above that Section 49.06 permits what the Union has proposed; that section does not include a provision that specifically states what the Union proposed in U-1. Management’s attempt to mislead readers—whether the Union, mediator, or anyone else—into thinking that the Union’s proposal is “covered by” the CBA is bad faith bargaining. The Union repeats (again) that if HUD’s lawyers in OGC can accept this language, why can’t ELR?*

M-5 Responses to Proposals: Same as M-3.

*M-5 Note: This is part of the ground rules.*

**U-6 Responses to Proposals: Same as U-2.**

*U-6 Note: This is not explicitly stated as part of the ground rules, but is permitted under the ground rules, and the Agency has agreed to this in past negotiations. The Union considers it to be bargaining in bad faith when the Agency refuses to explain its reasons for objecting to other proposals in writing, apparently out of fear of being held to a specific position.*

1. U-1 No Waiver of 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 previously executed Supplements to that CBA, law, or government-wide regulation.
   1. The delivery of a new/revised copy of the proposed Chapter 13 at the start of negotiations is a revision of the Article 49 notice that would ordinarily restart the calculations of the deadline for requesting negotiations, pursuant to Article 49, Section 49.02 (“Receipt of the proposed changes by the designated Union representatives, or their designee, shall constitute receipt by the Union for the purpose of calculating the deadline for requesting negotiations”). The Union’s agreement to a delay of only one week rather than 15 days shall not set a precedent for any future Article 49 notices or negotiations and shall not be deemed a waiver of any rights afforded under the CBA.
   2. Pursuant to Article 53, Sections 53.01 and 53.05, the provisions of the CBA and its incorporated Supplements shall remain in effect regardless of any revisions to Chapter 13 of Handbook 2200.1, unless the Union expressly agrees to the renegotiation.
   3. If this Supplemental Agreement will expire when a new collective bargaining agreement takes effect, the Parties agree that the provisions of this Supplemental Agreement shall be incorporated into the Article related to Space Management.

M-1 No Waiver of Rights: If this Supplemental Agreement expires because of the implementation of a new collective bargaining agreement (Agreement or CBA), the Parties agree the terms of this agreement that are mandatory subjects of bargaining may continue as part of a new CBA if specifically agreed-to by the parties, and as set forth in the body of the new CBA at the time that a new CBA becomes effective.

U-2 No Waiver of Rights: Same as U-1

U-2 Note: Management’s proposal only addressed C. The Union wants to avoid disputes over a and b in the future.

M-2 No Waiver of Rights: C. Same as M-1

M-2 Note: U-1 (a and b) are outside the scope of these negotiations regarding space sharing.

U-3 No Waiver of Rights: Same as U-1.

*U-3 Note: Contrary to Management’s assertion, U-1 #3(a) and (b) are not outside the scope of these negotiations, which are not limited to space sharing. These negotiations are over the implementation of Management’s proposed revision to Handbook 2200.1, Chapter 13, Space Management. Management delivered one version of Chapter 13 on June 26. The Union had 15 days to review and respond to the June 26 proposed changes. Management delivered a different version of Chapter 13 once negotiations began, on July 24, but did not allow the Union the contractually permitted 15 days to review and respond, as permitted by Section 49.04(1) (“Upon receipt of Management's notice of proposed change(s), the Union may submit a demand to bargain over the change(s) within fifteen (15) days by submitting preliminary proposals”). Thus, #3(a) is relevant to and within the scope of negotiating over the implementation of the revised Chapter 13 as provided by HUD to the Union on June 26, 2023, and revised on July 24, 2023. Proposal #3(b), regarding the duration of the CBA and the requirement that any reopening clause must be by mutual agreement, is relevant to the implementation of the revised Chapter 13 and is necessary to include in order to ensure the Union’s rights are not waived because Management’s proposed changes negate or violate the terms of existing CBA and Supplement provisions.*

M-3 No Waiver of Rights: C. Same as M-1

*M-3 Note: The Union agreed to provide additional proposals on July 31, 2023, after receiving the correct revised version of Chapter 13 on July 24, 2023. The U-1 (a and b) are outside the scope of these negotiations regarding space sharing.*

U-4 No Waiver of Rights: Same as U-1.

*U-4 Note: Management’s M-3 Note misstated the bargaining history. The Union was forced by Management to limit its response time to only one week upon receiving a new version of the proposed revision to Chapter 13 after negotiations began. The Union was entitled to 15 days under Article 49. Subsections (a) and (b) are relevant to these negotiations, as the Union wants to ensure that Management’s behavior is not precedent setting. Management’s M-1 proposal has nothing to do with not waiving rights.*

M-4 No Waiver of Rights: Same as M-3.

*M-4 Note: The Union’s U-4 note is not accurate as during our discussions, Chief Negotiator Viola agreed to provide additional proposals on July 31, 2023, after receiving the correct revised version of Chapter 13 on July 24, 2023. The U-1 (a and b) are outside the scope of these negotiations regarding space sharing.*

U-5 No Waiver of 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 previously executed Supplements to that CBA, law, or government-wide regulation. If this Supplemental Agreement will expire when a new collective bargaining agreement takes effect, the Parties agree that the provisions of this Supplemental Agreement shall be incorporated into the Article related to Space Management.

*U-5 Note: The Union objects to Management’s M-4 Note, as it omits the fact that Chief Negotiator Viola agreed to provide additional proposals only one week after receiving the correct revised version of Chapter 13 on July 24, 2023, because he was under duress: Management had refused to allow the 15 days he requested pursuant to the CBA terms, and he faced the threat that Management would falsely claim that the Union had walked away from the table. The Union also disagrees with Management’s characterization of subsections (a) and (b) being outside the scope of this negotiation. Nevertheless, the Union has modified its proposal and omitted those points in an effort to reach an agreement.*

M-5 No Waiver of Rights: Same as M-3.

*M-5 Note: The Union’s U-4 and U-5 notes are not accurate as during our discussions, Chief Negotiator Viola agreed to provide additional proposals on July 31, 2023, after receiving the correct revised version of Chapter 13 on July 24, 2023. Chief Negotiator Viola was not under any duress from Management as he presented the July 31, 2023, date to provide additional proposals, which Management agreed to.*

**U-6 No Waiver of Rights: Same as U-5**

*U-6 Note: The M-5 note focuses on the Parties’ disagreement over the nature of the Parties’ discussions regarding the Union’s submission of additional proposals on July 31. Management did not respond to or focus on the content of the U-5 proposal, which (as mentioned in the U-5 Note) dropped all reference to the points of disagreement.*

1. U-1 Order of Precedence: If there is any conflict between the revised Chapter 13 and any negotiated agreement, then the CBA, this Supplemental Agreement, and prior supplements shall prevail. If there is any conflict between a local supplement and this Supplemental Agreement, the provisions of this Supplemental Agreement shall prevail.

M-1 Order of Precedence: If there is any conflict between this supplement and Chapter 13 of HUD Handbook 2200.01, this supplement shall prevail.

U-2 Order of Precedence: Same as U-1.

U-2 Note: The Union’s language is consistent with the Federal Service Labor-Management Relations Statute (Statute) that the CBA prevails over any conflicting agency rule or regulation.

M-2 Order of Precedence: If there is any conflict between this supplement and Chapter 13 of HUD Handbook 2200.01, the terms of this supplement or the CBA in effect at the time will prevail.

U-3 Order of Precedence: If there is any conflict between the revised Chapter 13 and any negotiated agreement—whether CBA, this supplement, another national supplement, or a local supplement— then the negotiated agreement will prevail. If there is any conflict between a local supplement and this Supplemental Agreement, the provisions of this Supplemental Agreement shall prevail.

*U-3 Note: The Union revised the language in U-3 to clarify that negotiated agreements prevail over any revised Chapter 13 and that this supplement prevails over local supplements pursuant to CBA Article 50, Local Supplements, Section 50.01 (“any supplements to this Agreement shall not delete, modify, or otherwise nullify any provision, policy, or procedure in this Agreement; nor shall any provision in a supplement be in conflict with or duplicate any provision of this Agreement”). Management’s proposal omits some key elements: conflicts between the revised Chapter 13 and the CBA, and conflicts between the revised Chapter 13 and local supplements. It is necessary to be clear that if there are any conflicts between the revised Chapter 13 and any contractual agreement, the agreement—whether CBA, this supplement, another national supplement, or a local supplement—will prevail.*

M-3 Order of Precedence: If there is any conflict between this supplement and Chapter 13 of HUD Handbook 2200.01, the terms of this supplement or the CBA in effect at the time will prevail.

*M-3 Note: Management’s proposal reflects that the parties will comply with the terms of the Supplement and the CBA in effect. Article 50 states, “the parties agree that any supplements to this Agreement shall not delete, modify, or otherwise nullify any provision, policy, or procedure in this Agreement; nor shall any provision in a supplement be in conflict with or duplicate any provision of this Agreement, Statute or regulation of the Department, Government-wide regulation, or outside authority binding on Management. All supplements shall be a part of and subject to the terms and control of this Agreement and shall simultaneously terminate with this Agreement.”*

U-4 Order of Precedence: If there is any conflict between the revised Chapter 13 and any negotiated agreement—whether CBA, this supplement, another national supplement, or a local supplement—then the negotiated agreement in effect at the time will prevail.

*U-4 Note: Management’s proposed language is incomplete, discussing only a possible conflict between this supplement and Chapter 13, but omitting mention of any other contractual agreements with which Management is obligated to comply. Management did not explain why it quoted from Article 50. Management is obligated to comply with all negotiated agreements at all times they remain in effect and should not hesitate to acknowledge that.*

M-4 Order of Precedence: Same as M-3.

*M-4 Note: Management’s position on this proposal remains as stated in the M-3 Note.*

U-5 Order of Precedence: If there is any conflict between the revised Chapter 13 and this supplement, any other national supplement, or the CBA, then the terms of the negotiated agreement in effect at the time will prevail. Neither this supplement nor the implementation of the revised Chapter 13 shall invalidate any Local Supplements, unless the terms of this supplement specifically contradicts a Local Supplement’s provisions.

*U-5 Note: The M-3 Note does not explain Management’s position, although it suggests that Management is using this negotiation and its planned implementation of the revised Chapter 13 as a means of invalidating previously signed National and Local Supplements. The Union has attempted to revise its proposal in order to reach an acceptable compromise.*

M-5 Order of Precedence: Same as M-3.

**U-6 Order of Precedence: Same as U-5.**

*U-6 Note: The Union’s language is consistent with the FLRA’s holding in* Department of the Army and American Federation of Government Employees (AFGE) Local 2022*, 37 FLRA 186 (1990), which stated that “collective bargaining agreements, and not agency rules and regulations, govern the disposition of matters to which they both apply when there is a conflict between the agreement and the rule or regulation” and* Department of Veterans Affairs and AFGE Locals 903 and 3399*, 66 FLRA 856 (2012), which stated, “the master CBA governs over the Handbook, to the extent they conflict.”*

1. U-1 Definitions: Terms shall be defined and used in accordance with their meanings as used in the CBA; Supplements 33, 34, and 35; and the 2016 version of Chapter 13; unless otherwise noted. Definitions used in this Supplemental Agreement that differ from those used in previous Agreements shall apply only to this Supplemental Agreement and the 2023 negotiated revisions to Chapter 13. If new terms such as “neighborhood” will be used with specific workspace reservation software, Management will propose the use and definition of those terms prior to their adoption and shall afford the Union an opportunity to comment and bargain over the implementation of the new terms.

M-1 Definitions: Management shall agree to the following definitions for the purpose of this Supplement.

U-2 Definitions: Same as U-1

M-2 Definitions: Same as M-1

*U-3 Note: Does the lack of an M-2 indicate Management’s agreement to #5?*

M-3 Definitions: Same as M-1

U-4 Definitions: The following definitions shall apply to this Supplemental Agreement and the 2023 negotiated revisions to Chapter 13. Any terms not mentioned below shall be defined and used in accordance with their meanings as used in the CBA; Supplements 33, 34, and 35; and the 2016 version of Chapter 13.

*U-4 Note: Management suggests its bad-faith intent to define terms as they are used in this supplement but then use them with different meanings in other situations, such as Management’s varying definitions of workspace and workstation. The Union considers it essential to agree that we will use terms as they are defined in the CBA and supplements to the CBA, and as we’ve agreed historically about the 2016 version of Chapter 13.*

M-4 Definitions: Same as M-1.

U-5 Definitions: Same as U-4.

*U-5 Note: See U-4 Note. Management’s consistent refusal to explain why it objects to the Union’s definition appears to be an act of obstructive bad faith.*

M-5 Definitions: Same as M-1.

**U-6 Definitions: Same as U-4.**

* 1. U-1 Circulation Space: Area needed to move around the office and special space within the office and building. Tenant circulation within the office is part of the useable square footage (USF); external hallways are not. Circulation space needed for movement around a building or outside the tenant space may be part of the rentable square feet (RSF).

M-1 Circulation: Area needed to move around the office and special space within the office and building. Tenant circulation within the office is part of the USF. Circulation space needed for movement around a building or outside the tenant space may be part of the RSF.

U-2 Circulation Space: Same as U-1

**M-2 Circulation Space: Agree.**

* 1. U-1 Collaboration Space: Small and medium size, open and closed meeting areas or special space designed to further team collaboration efforts while controlling noise levels.

M-1 Collaboration Space: an informal or formal gathering area designed to accommodate group meetings. It can be enclosed or within an open area.

U-2 Collaboration Space: An informal or formal gathering area designed to accommodate group meetings. It can be enclosed or within an open area. The space will be located in an area away from employee workstations so as to not adversely affect employees’ concentration and noise levels.

M-2 Collaboration Space: An informal or formal gathering area designed to accommodate group meetings. It can be enclosed or within an open area. The collaboration space will be designed to enhance group collaboration and not cause disruption to employees.

Note: Additionally, the design will provide locations for employees who need quiet time i.e. phone booths or other private areas.

**U-3 Agree with M-2.**

*U-3 Note:* *Management’s comment about private space and phone booths needs to be in a different section and/or in Chapter 13 as it does not apply to collaboration space. What is a "phone booth" in this context? Please add a definition and identify where it is mentioned in Chapter 13.*

* 1. U-1 Hoteling: A system in which an employee reserves a workstation in a HUD facility for individual use on an as-needed basis, rather than having a permanently assigned workstation.

M-1 Hoteling: An alternative work arrangement in which employees reserve workstations on an as-needed basis. Rather than each employee having their own desk, workstations are shared throughout the agency and reserved by employees when necessary.

U-2 Hoteling: Same as U-1

U-2 Note: The Union does not understand management’s intent for the word arrangement. The dictionary definition does not seem to apply in this context (i.e., state of being or order of placement).

M-2 Hoteling: An alternative workplace concept in which employees reserve workstations on an as-needed basis. Rather than each employee having their own desk, workstations are shared throughout the agency and reserved by employees when necessary.

Note: Management does not want to confuse the act of hoteling with the system that governs it.

U-3 Hoteling: A type of workspace sharing in which employees reserve the workspace they will use in a HUD facility on an as-needed basis.

M-3 Hoteling: An alternative workplace concept in which employees reserve workstations or other workspace in a HUD facility on an as-needed basis.

U-4 Hoteling: A form of space sharing in which employees reserve the workspace they will use in a HUD facility on an as-needed basis.

*U-4 Note: It is inaccurate to use “alternative” when a norm or standard has not been established first. It is unclear what this is alternative to. Also, the use of “concept” is inaccurate and misleading as management is proposing to implement a specific procedure. Management has failed to explain what was wrong with the Union’s U-3.*

M-4 Hoteling: A form of space sharing in which employees reserve workstations or other workspace in a HUD facility on an as-needed basis.

**U-5 Hoteling**: **Agree.**

* 1. U-1 Hot Desking: A system in which individuals use, on a first-come, first-served basis, non-dedicated, unreserved workstations in HUD facilities that are not permanently assigned to an employee. Also known as free address or touchdown workstations.

M-1 Hot Desking: An alternative work arrangement in which employees use non-dedicated, non-permanent workstations assigned on a first-come, first-served basis. Also known as free address or touchdown workstations.

U-2 Hot Desking: Same as U-1

U-2 Note: The Union does not understand management’s intent for the word arrangement. The dictionary definition does not seem to apply in this context (i.e., state of being or order of placement).

M-2 Hot Desking: An alternative work concept in which employees use non-dedicated, non-permanent workstations assigned on a first-come, first-served basis. Also known as free address or touchdown workstations.

U-3 Hot-Desking: A type of workspace sharing in which employees use non-dedicated, non-permanent, unreserved workstations on a first-come, first-served basis. Also known as free address or touchdown workstations.

M-3 Hot-Desking: An alternative workplace concept in which employees use non-dedicated, non-permanent workstations assigned on a first-come, first-served basis. Also known as free address or touchdown workstations.

U-4 Hot-Desking: A form of space sharing in which employees use non-dedicated, non-permanent, unreserved workstations on a first-come, first-served basis. Also known as free address or touchdown workstations.

*U-4 Note:**It is inaccurate to use “alternative” when a norm or standard has not been established first. It is unclear what this is alternative to. Also, the use of “concept” is inaccurate and misleading as management is proposing to implement a specific procedure. Management has failed to explain what was wrong with the Union’s U-3.*

M-4 Hot-Desking: A form of space sharing in which employees use non-dedicated, non-permanent, unreserved workstations or workspace on a first-come, first-served basis. Also known as free address or touchdown workstations.

**U-5 Hot-Desking: Agreed.**

* 1. U-1 Maximum Occupancy Pattern: The greatest number of people expected to be physically present on any given day in a given area or office. The people counted shall include non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, contractors, and visitors who require added workspace. In addition to regular, full-time employees assigned to a specific office or location, employees also include outstationed workers assigned to that location and temporary or part-time employees. The maximum occupancy day is the day of the week on which the most people are expected to be in a given area or office. The maximum occupancy pattern shall be determined no earlier than 30 days before space sharing is implemented in a specified location.

M-1 Maximum Occupancy Pattern: The maximum occupancy pattern will be calculated by gathering an office location’s telework data for each workday. Once the maximum occupancy day is identified, the office space calculation will be the UR x number of employees on maximum occupancy day.

U-2 Maximum Occupancy Pattern: Same as U-1

M-2 Maximum Occupancy Pattern: The maximum occupancy pattern will be calculated by gathering an office location’s telework data for each workday. Once the maximum occupancy day is identified, the office space calculation will be the UR x number of employees on maximum occupancy day. All employees assigned to a duty station will be included in the number of employees counted.

Note: Due to timelines for space development and hiring, this needs must be identified earlier than 30 days.

U-3: Maximum Occupancy Pattern: The greatest number of people expected to be physically present on any given day in a given area or office. The people counted shall include non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, contractors, and visitors who require added workspace. In addition to regular, full-time employees assigned to a specific office or location, employees also include outstationed workers assigned to that location and temporary or part-time employees. The maximum occupancy day is the day of the week/pay period on which the most people are expected to be in a given area or office. The maximum occupancy pattern shall be determined no earlier than 30 days before space sharing is implemented in a specified location.

*U-3 Note: Management will need to address how far in advance it intends to calculate the MOP and how it will ensure that the MOP remains current so that each work area provides sufficient space. The Union will consider deleting the last sentence if Management provides, in a separate provision if necessary, a sufficient explanation of how it will ensure that its space plans are not outdated before the furniture is even in place.*

M-3 Maximum Occupancy Pattern: The greatest number of people expected to be physically present on any given day in a field office or a program area in headquarters. The people counted shall include non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, and contractors. There will be hot desks available for visitors. In addition to regular, full-time employees assigned to a specific office or location, employees also include outstationed workers assigned to that location and temporary or part-time employees. The maximum occupancy day is the day of the week/pay period on which the most people are expected to be in a given area or office.

*M-3 Note: Please define what the Union’s U-3 Note means in “a sufficient explanation of how it will ensure that its space plans are not outdated before the furniture is even in place.”*

U-4 Maximum Occupancy Pattern: The greatest number of people expected to be physically present on any given day in a field office or a program area in headquarters. The people counted shall include non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, and contractors. There will be hot desks available for non-employee visitors. In addition to regular, full-time employees assigned to a specific office or location, employees also include outstationed workers assigned to that location and temporary or part-time employees. The maximum occupancy day is the day of the week/pay period on which the most people are expected to be in a given area or office.The maximum occupancy pattern shall be determined no earlier than 30 days before space sharing is implemented in a specified location.

*U-4 Note: In response to Management’s question in M-3 Note above, the Union is seeking an explanation from Management of how it will be sure that a maximum occupancy pattern will remain accurate once space sharing is implemented if that pattern was established more than a month earlier. The Union understands that Management may need preliminary estimates of the maximum occupancy pattern several months in advance, but their continued accuracy would have to be verified close to the space-sharing implementation date in order to account for changes in in-office staffing.*

M-4 Maximum Occupancy Pattern: The greatest number of people expected to be physically present on any given day in a field office or a program area in headquarters. The people counted shall include non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, and contractors. In addition to regular, full-time employees assigned to a specific office or location, employees also include outstationed workers assigned to that location and temporary or part-time employees. The maximum occupancy day is the day of the week/pay period on which the most people are expected to be in a given area or office.The maximum occupancy pattern shall be established once it is determined that desk sharing is necessary in a particular location.

*M-4 Note: It would be very difficult to implement desk sharing in a 30-day period; therefore, maximum occupancy must be known at the time a decision is made to move to desk sharing. Management will to the best of its ability monitor the situation for any changes in the maximum occupancy rate prior to implementation.*

**U-5 Maximum Occupancy Pattern: Agree.**

* 1. U-1 Mobile Work: Work characterized by routine and regular travel to conduct work at customer or other varying worksites as opposed to a single authorized agency or alternative worksite.

M-1 Mobile Work: Work characterized by routine and regular travel to conduct work in customer or other varying worksites as opposed to a single authorized agency or alternative worksite.

U-2 Mobile Work: Accept (Same as U-1)

**M-2 Mobile Work: Agree.**

* 1. U-1 Remote Work: Remote work is a type of alternative work arrangement by which an employee, under a written remote work agreement, is scheduled to perform work at an alternative worksite within or outside the local commuting area (as defined below) and is not expected to regularly report to an agency worksite at least twice a pay period on a regular and recurring basis.

M-1 Remote Work: Delete, covered by the Flexiplace Supplement

U-2 Remote Work: Same as U-1

U-2 Note: This is the definition from the Flexiplace Supplement #33. Remote workers would need workstations if called into the office by management/supervisors.

M-2 Remote Work: Remote work is a type of alternative work arrangement by which an employee, under a written remote work agreement, is scheduled to perform work at an alternative worksite within or outside the local commuting area and is not expected to regularly report to an agency worksite at least twice a pay period on a regular and recurring basis.

**U-3 Agree.**

* 1. U-1 Space sharing: The use of space that is not permanently assigned to a designated person for either individual or collaborative work. Space sharing may include reserved spaces (hoteling) and unreserved spaces (hot desking).

**M-1 Space Sharing: Agree.**

* 1. U-1 Support Space: Space needed to complement workstations, including collaboration space, storage, LAN rooms, break areas and kitchenettes, large conference rooms, and training rooms.

**M-1 Support Space: Agree.**

* 1. U-1 Telework: A work arrangement where the employee, under a written Flexiplace agreement, is expected to report to work at an agency worksite on a regular and recurring basis at least twice each pay period and also works from an alternative worksite on a regular and recurring basis or on a situational basis for an agreed upon period of time.

M-1 Telework: Refers to a voluntary arrangement where the employee, under a written Flexiplace agreement, is expected to report to work at an agency worksite on a regular and recurring basis each pay period and also works from an alternative worksite on a regular and recurring or situational basis for an agreed upon period of time.

U-2 Telework: Same as U -1

U-2 Note: Telework is defined by Supplement 34, Section 3.

M-2 Telework: Refers to a work flexibility arrangement under which an employee

performs the duties and responsibilities of [the] employee’s position . . . from

an approved worksite other than the location from which the employee would

otherwise work.” Telework is simply a way of getting work done from a

different location.

M-2 Note: Definition taken directly from Supplement 34, Section 3.

U-3 Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of the employee’s position from

an approved worksite other than the location from which the employee would otherwise work. Telework is simply a way of getting work done from a

different location.

*U-3 Note: To simplify the definition, took out the phrase “refers to” and modified the punctuation as this doesn’t claim to quote the U.S. Code directly.*

**M-3 Telework: Agree with U-3.**

* 1. U-1 Usable Square Feet (USF): The square footage used exclusively by HUD that includes workstation and collaboration areas, support space, and circulation space within HUD’s space. It does not include building common areas.

M-1 Usable Square Feet (USF): The square footage used exclusively by the tenant and includes the main workstations, collaboration areas, special use space, and circulation within the tenant space. It does not include building common areas.

U-2 Usable Square Feet (USF): Same as U-1.

**M-2 Usable Square Feet (USF): Agree.**

* 1. U-1 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel (non-teleworking employees, teleworking employees scheduled or expected to report to the HUD office on a given day, contractors, and visitors who require added workspace; employees also include outstationed workers assigned to that location and temporary or part-time employees) on the maximum occupancy pattern day identified. The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA.

M-1 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel on the maximum occupancy pattern day identified.

U-2 Utilization Rate (UR): Same as U-1

U-2 Note: Management’s language is vague and ambiguous. The Union will not agree to vague and ambiguous language.

M-2 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel on the maximum occupancy pattern day identified. All employees assigned to a duty station will be included in the number of employees counted. The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA.

U-3 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel on the maximum occupancy pattern day identified. All personnel expected to report to a HUD location will be included in the number of individuals counted, including contractors, visitors, and anyone else requiring workspace. The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA.

*U-3 Note: The Union considers it necessary to include all individuals who may require workspace, even if they are not employees.*

M-3 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel on the maximum occupancy pattern day identified. All personnel expected to report to a HUD location will be included in the number of individuals counted, including permanently assigned contractors requiring a workstation. The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA.

U-4 Utilization Rate (UR): The total usable square footage (USF) divided by the total number of personnel on the maximum occupancy pattern day identified. All personnel expected to report to a HUD location will be included in the number of individuals counted, including but not limited to permanently assigned contractors requiring a workstation. The utilization rate for office space including conference rooms, break rooms, etc., shall be 175 square feet or the maximum allowed by GSA.

M-4 Utilization Rate (UR): Same as M-3

*M-4 Note: Management cannot acquire space from GSA for “but not limited to” individuals. GSA only will acquire office space for HUD based upon government employees and contractors.*

**U-5 Utilization Rate (UR): Agreed.**

* 1. U-1 Workspace or Workstation: An individual’s work area, exclusive of any circulation space. May be a private office or cubicle, whether hot desk, hotel desk, or collaboration space. Workspace and workstation may be used interchangeably. The amount of workspace for bargaining unit employees shall be approximately 30-35% of the utilization rate (for a utilization rate of 175 square feet, the bargaining unit employee workspace shall be no less than 52.5 square feet), as required by Article 57, Section 57.04(3)(b), as amended by Supplement 35.

M-1 Workstation: An individual’s work area (e.g., private office, cubicle, hot desk, hotel desk, collaboration space).

U-2 Workspace or Workstation: Same as U-1.

M-2 Workspace and Workstation: Workstation is an individual’s work area (e.g., private office, cubicle, hot desk, hotel desk, collaboration space). Workspace is the total area within an office that houses employees’ workstations. The amount of workspace for employees shall be approximately 30-35% of the utilization rate.

U-3 Workspace or Workstation: Same as U-1.

*U-3 Note: The Union considers it an act of bad faith to attempt to define workspace and workstation differently when (1) the Parties have consistently used the terms interchangeably, (2) both terms referred to individual work areas (see, e.g., current 2016 version of Chapter 13, which was in effect when the Parties agreed to Supplement 35; Article 49, Section 49.03(5)(d): “Current floor plan (with work space assignments showing names”), and (3) neither term included circulation space. Management’s attempt to include circulation space in the amount of workspace allotted to employees is a violation of Article 57, Section 57.04(3)(b), as amended by Supplement 35.*

M-3 Workspace or Workstation: Same as M-2.

*Note M-3: Linked to Proposal 6d.*

U-4 Workspace or Workstation: Same as U-1.

*U-4 Note: Regardless of the corrections that Management is willing to make pursuant to Proposal 6d, the Union considers it an act of bad faith and a contract violation to attempt to contradict the meaning of workspace as used in the past by the Parties. “Workspace”—as shown by the current Chapter 13—never referred to “the total area within an office that houses employees’ workstations.” Management has gone back and forth on whether “workspace” includes circulation space or not and continuing to include this sentence in the M-2 definition contradicts Management’s latest claim that it never intended to include circulation space in calculating the size of workspace. Management’s oral statements contradicting what it puts in writing is a sign of bad faith bargaining. The Parties have consistently used the terms “workspace” and “workstation” interchangeably. Both terms refer to individual work areas (see, e.g., current 2016 version of Chapter 13, which was in effect when the Parties agreed to Supplement 35; Article 49, Section 49.03(5)(d): “Current floor plan (with work space assignments showing names”), and neither term has ever included circulation space.*

M-4 Workspace or Workstation: Same as M-2.

U-5 Workspace or Workstation: Same as U-1.

*U-5 Note: Management has not provided any response to U-4 Note nor has it justified its attempts include circulation space in workspace, despite Management’s negotiators’ oral assertions to the contrary. This is an act of bad faith.*

**M-5 Workspace or Workstation: Same as M-2.**

*M-5 Note: Management does not agree that workspace and workstation can be used interchangeably. Management has informed the Union of the meaning and intent of these terms.*

**U-6 Workspace or Workstation: Same as U-1.**

* 1. M-1 Huddle Pod: A self-contained room which can be placed within a larger office space. It can be used for team rooms, huddle rooms or other community spaces.

**U-2 Huddle Pod: Agree**

U-4 Huddle Pod: A self-contained room which can be placed within a larger office space. It can be used as a team room, huddle room (soundproof self-contained room) or other community spaces.

*U-4 Note: Although the Union previously agreed with the definition, Keywauna modified the definition in her side comment. It’s still unclear how huddle pods/huddle rooms differ from teaming or conference rooms, what is a pod is as opposed to a room, or what “self-contained” means.*

M-4 Huddle Pod: Same as M-1.

M-4 Note: Huddle Pod is the built environment furniture solution and not a hard wall room. While huddle pods have sound attenuation, they are not 100% sound proof.

U-5 Huddle Pod: See note below.

*U-5 Note: M-1 does not provide a complete or accurate definition based on Management’s later notes. Management continues to insert new concepts without explanation. What is a “built environment furniture solution” and how does it fit into a room? If Management is going to use terms such as Huddle Pod in a handbook, recommend including an illustration. If Management also wants to refer to a huddle room in a definition of a huddle pod and has said in its notes that a huddle room is soundproof but a huddle pod is not, then please include a parenthetical that defines huddle room vs huddle pod. Also, please explain in the definition that Huddle rooms/pods are intended for impromptu brief meetings so they cannot be reserved.*

*Additionally, searching the term “Huddle Pod” reveals that Huddle Pods are made by Nook and measure 30 x 79 inches—or about 16 square feet, far less than the 80–100 square feet that the revised Chapter 13 specifies for a meeting/huddle pod on page 13-12. See* [*https://nookpodusa.com/product/nook-huddle/*](https://nookpodusa.com/product/nook-huddle/)*.*

M-5 Huddle Pod: A self-contained room which can be placed within a larger office space. It can be used as a team room, huddle room (provides sound attenuation) or other community spaces.

**U-6 Huddle Pod: Accept.**

1. U-1 Corrections to Proposed Chapter 13: Management shall correct the proposed Chapter 13 to conform to the requirements of the 2015 CBA and all Supplements to that CBA, including but not limited to Supplement 35 and this Supplemental Agreement. Management shall review all changes to the revised version of Chapter 13 with the Union before finalizing them, and shall afford the Union an opportunity to bargain, if necessary, over those additional changes. The necessary corrections to the July 24, 2023, version of Chapter 13 include but are not limited to the following and may include other errors identified later:

M-1 Corrections to Proposed Chapter 13: Management shall agree to the following corrections to Chapter 13.

U-2 Corrections to Proposed Chapter 13: Same as U-1

M-2 Corrections to Proposed Chapter 13: Management shall agree to the following corrections to Chapter 13.

U-3 Corrections to Proposed Chapter 13: Same as U-1

*U-3 Note: It is unclear whether Management accepted U-2 (same as U-2). The Union considers it necessary to include not only the following corrections but also that Management shall ensure any future revisions to the draft Chapter 13 are reviewed with the Union and consistent with Management’s contractual agreements.*

M-3 Corrections to Proposed Chapter 13: Management shall agree to the following corrections to Chapter 13.

*M-3 Note: Management agrees to correct the revised 2023 Chapter 13 with the information below.*

U-4 Corrections to Proposed Chapter 13: Management shall correct the proposed Chapter 13 to conform to the requirements of the 2015 CBA and all Supplements to that CBA, including but not limited to Supplement 35 and this Supplemental Agreement. The required corrections to the July 24, 2023, version of Chapter 13 include but are not limited to the following:

*U-4 Note: Management is obligated to correct all conflicts with negotiated agreements, not just the ones identified below.*

*U-5 Note: Management did not respond to U-4.*

M-5 Corrections to Proposed Chapter 13: Same as M-3.

**U-6 Corrections to Proposed Chapter 13: Agree.**

* 1. U-1 Headers: Should correct to show this is part of Handbook 2200.1.

**M-1 Headers: Agree.**

* 1. U-1 Page 13-8: Correction of Space Utilization Rate Calculation to match requirements of CBA and Supplement 35: The utilization rate for office space including conference rooms, break rooms, and other space occupied by personnel, shall be 175 square feet per person, or the maximum allowed by GSA. Specific offices’ space requirements will be based on the planned maximum occupancy pattern of that location. Sufficient workstations/cubicles (or private offices if applicable) to accommodate the planned maximum occupancy pattern will be provided. The amount of workspace for employees shall be approximately 30-35% of the utilization rate.

M-1 Space Calculation: The utilization rate for office space including conference rooms, break rooms, and other space occupied by personnel, shall be 175 square feet per person or the maximum allowed by GSA. Management shall determine specific offices’ space requirements based on the planned maximum occupancy pattern of that location. Management shall provide sufficient workstations/cubicles (or private offices if applicable) to accommodate the

planned maximum occupancy pattern. The amount of workspace for

employees shall be approximately 30-35% of the utilization rate.

U-2: Page 13-8: Correction of Space Utilization Rate Calculation to match requirements of CBA and Supplement 35: The utilization rate for office space including conference rooms, break rooms, and other space occupied by personnel, shall be 175 square feet per person or the maximum allowed by GSA. Management shall determine specific offices’ space requirements based on the planned maximum occupancy pattern of that location. Management shall provide sufficient workstations/cubicles (or private offices if applicable) to accommodate the planned maximum occupancy pattern. 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.

U2 Note: This language is a verbatim quote of Supplement 35, Section 8(b). Covered by.

**M-2 Page 13-8: Correction of Space Utilization Rate Calculation to match requirements of CBA and Supplement 35: Agree.**

* 1. U-1 Page 13-8: Correction of Office Space Calculation: Office space calculation will be the UR x number of people who will be in the office on the maximum occupancy day. Office space calculations need to include all people who may occupy space in an office, as described in the Utilization Rate definition at 5.l. The policy needs to describe how changes in maximum occupancy patterns will be handled and how frequently they will be recalculated; it should include a mention of extra workstations to allow for both temporary and long term/permanent changes in occupancy patterns.

M-1 Office Space Calculation: Specific offices’ space requirements will be based on the planned maximum occupancy pattern of that location. The maximum occupancy pattern will be calculated by gathering an office location’s telework data for each workday. Once the maximum occupancy day is identified, the office space calculation will be the UR x number of employees on maximum occupancy day.

U-2 Page 13-8: Correction of Office Space Calculation: Same as U-1

M-2 Office Space Calculation: Specific offices’ space requirements will be based on the planned maximum occupancy pattern of that location. The maximum occupancy pattern will be calculated by gathering an office location’s telework data for each workday. All employees assigned to a duty station will be included in the number of employees counted. Once the maximum occupancy day is identified, the office space calculation will be the UR x number of employees on maximum occupancy day.

U-3 Page 13-8: Correction of Office Space Calculation: Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office will be included in the number of individuals counted, including contractors, visitors, and anyone else requiring workspace. Management shall include in the policy an explanation of how changes to maximum occupancy patterns will be identified and how frequently they will be recalculated. Management shall also address the inclusion of extra workstations in office space calculations to allow for both temporary and long term/permanent changes in occupancy patterns, including but not limited to Management-directed changes to teleworking employees’ in-office days.

*U-3 Note: The Union considers it an act of bad faith for management to expect the Union to bargain over and agree to the implementation of incomplete policies.*

M-3 Office Space Calculation: Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office will be included in the number of individuals counted, including contractors. Space will be available for HUD employees to interact with visitors.

*M-3 Note: Management may make adjustments to flexiplace days to ensure adequate space is available. Inclusion of extra workstations would be determined at the time of identifying specific office requirements.*

U-4 Page 13-8: Office Space Calculation: Management shall correct the Office Space Calculation paragraph to read: “Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office will be included in the number of individuals counted, including contractors and visitors who require workspace. Space will be available for HUD employees to interact with non-employee visitors.” The section shall also include an explanation of how changes to maximum occupancy patterns will be identified and how frequently they will be recalculated.

*U-4 Note: Management’s proposed policy is incomplete because it falsely assumes that the initial planned maximum occupancy pattern for an office will remain stagnant. In order to provide a thoroughly thought-out policy, Management needs to address how it will respond to changes in occupancy patterns.*

M-4 Page 13-8: Office Space Calculation: Management shall correct the Office Space Calculation paragraph to read: Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office will be included in the number of individuals counted, including contractors. Space will be available for HUD employees to interact with non-employee visitors.

*M-4 Note: Please refer to Management’s proposed definition of Maximum Occupancy Pattern in Proposal 5.*

U-5 Page 13-8: Office Space Calculation: Management shall correct the Office Space Calculation paragraph to read: “Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office who require workspace will be included in the number of individuals counted, including contractors. Space will be available for HUD employees to interact with non-employee visitors.” The section shall also include an explanation of how changes to maximum occupancy patterns will be identified and how frequently they will be recalculated.

*U-5 Note: The Union has removed the reference to visitors. Where in the Chapter 13 policy does Management intend to address changes to maximum occupancy patterns?*

M-5 Page 13-8: Office Space Calculation: Management shall correct the Office Space Calculation paragraph to read: Specific offices’ space requirements will be calculated by multiplying the Utilization Rate times the number of personnel on the planned maximum occupancy day for that office. All personnel expected to report to a specific office will be included in the number of individuals counted, including contractors. Space will be available for HUD employees to interact with non-employee visitors. Management will review the maximum occupancy pattern at the time a lease is due to be renewed, an office move is scheduled, or a renovation/reconfiguration is planned.

**U-6 Page 13-8: Office Space Calculation: Agreed.**

* 1. U-1 Page 13-9: Correct space allotted for a Non-Supervisory Workstation, as the stated 42 square feet is less than the required “approximately 30-35%” of the utilization rate of 175 square feet (30%=52.5 sq ft). As used in the CBA, Article 57, Supplement 35, and the 2016 Chapter 13, “workspace” or “workstation” refers only to the individual’s work area and does not include circulation space. Also correct space allotted for Hot Desks.

M-1 Delete

U-2 Page 13-9: Same as U-1

U-2 Note: It is bad-faith bargaining to delete and not offer a counterproposal to union proposal language or a rationale for the deletion.

M-2 Page 13-9: Workstation is an individual’s work area (e.g., private office, cubicle, hot desk, hotel desk, collaboration space). Workspace is the total area within an office that houses employees’ workstations. The amount of workspace for employees shall be approximately 30-35% of the utilization rate. Shared workstations provided for hoteling will be 45 to 49 square feet and workstations provided for hot desking will provide up to 36 inches of work surface.

M-2 Rev Page 13-9: Management agrees to remove this proposal and revert back to language under Workspace Standards for Office Space, on page 13-6 of existing Chapter 13, including the work pattern descriptions notated on page 13-9.

U-3 Page 13-9: Correct Space Allotted for Non-Supervisory Workstations and Hot Desks. Change the amount of space indicated for non-supervisory workstations from “42 square feet” and for Hot Desks from “N/A” to “52.5–61.25 square feet” for each category.

*U-3 Note: Management’s revised M-2 proposal is vague and unclear. The Union does not see “Workspace Standards for Office Space” on page 13-6 of the current Chapter 13. The reference to the work pattern descriptions on 13-9 refer to GSA descriptions that don’t comply with our contract. Regardless of GSA descriptions, Management must comply with its contractual obligations.*

*Both the CBA, Article 57 as amended by Supplement 35 and the 2016 Chapter 13 use “workspace” and “workstation” interchangeably to refer only to an individual’s work area exclusive of circulation space; no exception to the amount of square footage allocated for each employee is made for hot desking or hoteling. The Union considers it an act of bad faith to attempt to change the Parties’ historically shared meaning of workspace (as synonymous with workstation) in order to provide less space per employee than the Parties had agreed to in the CBA, Supplement 35.*

M-3 Page 13-9: Management agrees to remove this proposal and revert back to language under Workspace Standard for Office Space, on page 13-7 of existing Chapter 13, including the Work Pattern Descriptions notated on page 13-9.

Workspace Standard for Office Space: Provides the criteria for office space standards and the establishment of Work Patterns (see below) for an office workspace design process to develop the most efficient and effective space including: shared workstations that minimizes the number of dedicated and assigned employee workstations; effective collaborative work space; and mobile work and telework considerations. The Workspace Standard outlined below is to be used to deliver space accommodations and applies to full office relocations and renovations and new space requirements. Space design that does not incorporate the new Workspace Standards herein must have the OCAO approval prior to initiating the acquisition process.

Graphical user interface, text, application

Description automatically generated

 Work Pattern Descriptions

The General Service Administration (GSA) has six Typical Work Patterns and these follow:

Desk Bound Interactive (48-56 NSF): Spends more than 75 percent of the workday at their desk: while at their desk, communicating with others more than 50 percent of the time.

Desk Bound Concentrative (48-56 NSF): Spends more than 75 percent of the workday at their desk; while at their desk, working individually more than 60 percent of the time.

Internally Mobile Interactive (36-48 NSF): Spends less than 75 percent of the workday at their desk and more than 25 percent out of the office: while at their desk, communicating with others more than 50 percent of the time.

Internally Mobile Concentrative (36-48 NSF): Spends less than 75 percent of the day at their desk and more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

Externally Mobile Interactive (24-36 NSF): Spends more than 25 percent out of the office; while at their desk, communicates with others more than 50 percent of the time.

Externally Mobile Concentrative (24-36 NSF): Spends more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

*M-3 Note: Management will continue to follow Workspace Standard for Office Space and Work Pattern Descriptions of the existing Chapter 13.*

U-4 Page 13-9: Office Space Standards—General Definitions: Management agrees to delete this section, from “Provides the criteria for office space standards” through the table below that paragraph, and to substitute for it the text from the current Chapter 13 that begins on page 13-7 beginning with “Workspace Standard for Office Space” and ends on page 13-9 with the paragraph for “Externally Mobile Concentrative . . . more than 50 percent of the time.” Inclusion of GSA definitions of work pattern descriptions in a HUD handbook does not supersede the requirements of any negotiated agreement. Management shall ensure that all terms and acronyms used in this section are identified and defined in the Acronyms and Definitions sections.

*U-4 Notes: (1) Management did not make it clear whether the sections labeled “Space Assignment—Headquarters (Weaver Building and Satellite Offices)” and “Space Assignment – (Regional and Field Offices)” are to be included in this retention of the original text, and if not, why they are to be omitted. The Union notes that by omitting them, certain specifics are lost. For example, while the included table shows that closed offices for attorneys are to be 100 - 120 NSF, the lists for Headquarters and Regional/Field Offices show that attorneys are entitled to the full 120 square feet. NSF is not defined in the proposed revision. The Union will agree to substitute SF (square feet) in lieu of the current NSF if Management chooses to make that change to the current text. (2) The Union would like Management to explain how the GSA definitions are relevant, especially since several of them have the same suggested square footage, e.g., the “concentrative” and “interactive” versions.*

M-4 Page 13-9: Office Space Standards—General Definitions: Same as M-3.

*M-4 Note: Management did not include “Space Assignment—Headquarters (Weaver Building and Satellite Offices)” and “Space Assignment – (Regional and Field Offices)” because the space references in these tables are for managers and supervisors, with the exception of the attorneys which is included in the small table above, and we are proposing to reduce some of these sizes in our new Chapter 13. We do not want to have conflicting language in the Supplement. The list for Headquarters and Regional/Field Offices show that attorneys are entitled to a* ***maximum*** *of 120 square feet.*

U-5 Page 13-9: Office Space Standards—General Definitions: Management agrees to delete this section, from “Provides the criteria for office space standards” through the table below that paragraph. In lieu of the deleted section, Management will insert the language from the current (2016) Chapter 13 on page 13-7 that begins with “Workspace Standard for Office Space” through the table immediately following that paragraph, and on page 13-9, the section labeled “Work Pattern Descriptions” ending with the paragraph for “Externally Mobile Concentrative . . . more than 50 percent of the time.” Inclusion of GSA’s work pattern descriptions and related workspace allocations does not indicate that the Union has waived any of its rights established under the CBA or Supplements to the CBA. Management shall ensure that all terms and acronyms used in this section are identified and defined in the Acronyms and Definitions sections.

*U-5 Note: The Union has agreed to the essence of M-3’s proposal. Management has not explained either the relevance of GSA’s descriptions or the use of new terms that were not defined or explained (e.g., NSF). The Union does not agree to waive any rights under existing agreements.*

M-5 Page 13-9: Office Space Standards—General Definitions: Management agrees to remove this proposal and revert back to language under Workspace Standard for Office Space, on page 13-7 of existing Chapter 13, including the Work Pattern Descriptions notated on page 13-9.

Workspace Standard for Office Space: Provides the criteria for office space standards and the establishment of Work Patterns (see below) for an office workspace design process to develop the most efficient and effective space including: shared workstations that minimizes the number of dedicated and assigned employee workstations; effective collaborative work space; and mobile work and telework considerations. The Workspace Standard outlined below is to be used to deliver space accommodations and applies to full office relocations and renovations and new space requirements. Space design that does not incorporate the new Workspace Standards herein must have the OCAO approval prior to initiating the acquisition process.

Graphical user interface, text, application

Description automatically generated

NSF: Net Square Feet

Work Pattern Descriptions

The General Service Administration (GSA) has six Typical Work Patterns and these follow:

Desk Bound Interactive (48-56 NSF): Spends more than 75 percent of the workday at their desk: while at their desk, communicating with others more than 50 percent of the time.

Desk Bound Concentrative (48-56 NSF): Spends more than 75 percent of the workday at their desk; while at their desk, working individually more than 60 percent of the time.

Internally Mobile Interactive (36-48 NSF): Spends less than 75 percent of the workday at their desk and more than 25 percent out of the office: while at their desk, communicating with others more than 50 percent of the time.

Internally Mobile Concentrative (36-48 NSF): Spends less than 75 percent of the day at their desk and more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

Externally Mobile Interactive (24-36 NSF): Spends more than 25 percent out of the office; while at their desk, communicates with others more than 50 percent of the time.

Externally Mobile Concentrative (24-36 NSF): Spends more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

U-6 Page 13-9: Office Space Standards—General Definitions: Management agrees to remove this section and revert back to language under Workspace Standard for Office Space, on page 13-7 of existing Chapter 13, including the Work Pattern Descriptions notated on page 13-9.

Workspace Standard for Office Space: Provides the criteria for office space standards and the establishment of Work Patterns (see below) for an office workspace design process to develop the most efficient and effective space including: shared workstations that minimizes the number of dedicated and assigned employee workstations; effective collaborative work space; and mobile work and telework considerations. The Workspace Standard outlined below is to be used to deliver space accommodations and applies to full office relocations and renovations and new space requirements. Space design that does not incorporate the new Workspace Standards herein must have the OCAO approval prior to initiating the acquisition process.

NSF: Net Square Feet

Work Pattern Descriptions

The General Service Administration (GSA) has six Typical Work Patterns and these follow:

Desk Bound Interactive (48-56 NSF): Spends more than 75 percent of the workday at their desk: while at their desk, communicating with others more than 50 percent of the time.

Desk Bound Concentrative (48-56 NSF): Spends more than 75 percent of the workday at their desk; while at their desk, working individually more than 60 percent of the time.

Internally Mobile Interactive (36-48 NSF): Spends less than 75 percent of the workday at their desk and more than 25 percent out of the office: while at their desk, communicating with others more than 50 percent of the time.

Internally Mobile Concentrative (36-48 NSF): Spends less than 75 percent of the day at their desk and more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

Externally Mobile Interactive (24-36 NSF): Spends more than 25 percent out of the office; while at their desk, communicates with others more than 50 percent of the time.

Externally Mobile Concentrative (24-36 NSF): Spends more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.

**U-6 Page 13-9: Office Space Standards—General Definitions: Management agrees to remove this** **section from the proposed Chapter 13 and replace it with the language under Workspace Standard for Office Space, on page 13-7 of existing Chapter 13, and the Work Pattern Descriptions notated on page 13-9, as follows:**

**Workspace Standard for Office Space: Provides the criteria for office space standards and the establishment of Work Patterns (see below) for an office workspace design process to develop the most efficient and effective space including: shared workstations that minimizes the number of dedicated and assigned employee workstations; effective collaborative work space; and mobile work and telework considerations. The Workspace Standard outlined below is to be used to deliver space accommodations and applies to full office relocations and renovations and new space requirements. Space design that does not incorporate the new Workspace Standards herein must have the OCAO approval prior to initiating the acquisition process.**

**NSF: Net Square Feet**

**Work Pattern Descriptions**

**The General Service Administration (GSA) has six Typical Work Patterns and these follow:**

**Desk Bound Interactive (48-56 NSF): Spends more than 75 percent of the workday at their desk: while at their desk, communicating with others more than 50 percent of the time.**

**Desk Bound Concentrative (48-56 NSF): Spends more than 75 percent of the workday at their desk; while at their desk, working individually more than 60 percent of the time.**

**Internally Mobile Interactive (36-48 NSF): Spends less than 75 percent of the workday at their desk and more than 25 percent out of the office: while at their desk, communicating with others more than 50 percent of the time.**

**Internally Mobile Concentrative (36-48 NSF): Spends less than 75 percent of the day at their desk and more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.**

**Externally Mobile Interactive (24-36 NSF): Spends more than 25 percent out of the office; while at their desk, communicates with others more than 50 percent of the time.**

**Externally Mobile Concentrative (24-36 NSF): Spends more than 25 percent out of the office: while at their desk, working individually more than 50 percent of the time.**

*U-6 Note: The Union has accepted Management’s language changing only the word “proposal” in the first sentence to read “section from the proposed Chapter 13” because this refers to a section in the proposed Chapter 13, not to the deletion of a bargaining proposal.*

* 1. U-1 Page 13-9: The statement that “Permanent workstation assignments are for employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD Office. Otherwise, desk sharing will be utilized” should be omitted or amended until all bargaining (including local bargaining) has been completed and all required conditions have been met. Note that Supplement 35 states “Any bargaining unit employee who is not working in the office at least six (6) days per pay period *is subject to* [not automatically assigned to] space sharing arrangements.” The Union notes that HUD failed to highlight the change of terms (workspace to workstation) used in this paragraph from the June to the July 24 version. A recommended re-wording is “Workstations will be permanently assigned to employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD office. For employees who work in a HUD office fewer than six days per pay period, desk sharing may be utilized when required by available space.”

M-1 Permanent workstation assignments are for employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD Office. Any bargaining unit employee who is not working in the office at least six (6) days per pay period *is subject to* space sharing arrangements.”

U-2 Same as U-1

U-2 Note: Management’s counterproposal language lacks necessary specificity.

M-2 Page 13-9: Permanent workstation assignments are for employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD Office. Any bargaining unit employee who is not working in the office at least six (6) days per pay period *is subject to* space sharing arrangements.”

M-2 Note: Management is using agreed upon language from Supplement 34. Do not understand what is meant by “lacks necessary specificity.”

U-3 Page 13-9: Correct Statement Under Space Assignment – Headquarters and Field: Management will modify the first two sentences of this paragraph to read: “Permanent workstation assignments will be provided for employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD Office. Any bargaining unit employee who is not working in the office at least six (6) days per pay period is subject to space sharing arrangements.

*U-3 Note: The U-3 language is more consistent to the language of Supplement 35. The Union objects to the use of “are for” as it unnecessarily precludes teleworking employees from having permanent workstation assignments even if such workstations are available (due to the quantity of workstations) or in the interest of the Agency (e.g., to ensure personnel handling sensitive matters, such as attorneys, consistently have access to the same private office/workstation).*

M-3 Page 13-9: Statement Under Space Assignment – Headquarters and Field: Management will modify the first two sentences of this paragraph to read: “Permanent workstation assignments will be provided for employees (PACS/EPPES) who regularly work at least six (6) days per pay period in a HUD Office. Any employee who is not working in the office at least six (6) days per pay period is subject to space sharing arrangements.

*M-3 Note*: *This policy applies to all employees.*

**U-4 Agree.**

* 1. U-1 Page 13-12: Meeting/Huddle Pods: Requires definition of “Huddle” and “Pods” in order for the Union to review this.

M-1 Huddle Pods: This definition was added under Item 5 for definitions.

**U-2 Huddle Pods: Agreed above in #5.**

* 1. U-1 Page 13-12: Locker Room/Lockers is inconsistent with the requirements of Supplement 35 in that it does not provide for “sufficient space to store personal items (purse, briefcase), outerwear including winter or adverse weather items (parkas, boots, umbrellas), laptops in carrying cases, and work-related files and documents” and “sufficient shelving to permit items to be stored without getting dirty.”

M-1 Delete. Covered by Supplement 35, Item 9. See Proposal #29.

U-2 Page 13-12: Same as U-1.

U-2 Note: Management’s Ch. 13 revision is trying to eliminate storage lockers for hot desking and does not conform with all of the terms of Supplement 35, Section 9.

M-2 Page 13-12: Same as M-1.

M-2 Note: The language dependent on size of office regarding locker room/lockers means that the number of lockers will vary by location depending on the total number of employees reporting to that location.

U-3 Page 13-12: Locker Room/Lockers. Modify the notes section to state “at least one individual lockable storage space for each employee who does not have a permanently assigned workstation” or delete the reference to Locker Room/Lockers.

*U-3 Notes: (1) The number of lockers does not depend on size of office but on the number of teleworking employees in that office. (2) If management intends to locate lockers in a locker room, that will require further discussion and negotiations, at least on the local level. For example, “locker rooms” traditionally are sex-segregated toilet and changing facilities. Management needs to explain what its intent is regarding locker rooms.*

M-3 Page 13-12: Locker Room/Lockers. Management agrees to delete the reference to locker room/lockers.

**U-4 Agree.**

1. U-1 Space Sharing Policies: Management shall provide its proposed specific space sharing policies, rules, guidelines, and instructions to the Union before implementing hoteling and/or hot desking.

M-1 Space Sharing Policies: Delete. Management has provided the Union with updated Space Sharing Policies.

U-2 Space Sharing Policies: Same as U-1

U-2 Note: Management has not provided detailed space sharing policies, rules, guidelines, and instructions, for example, the actual workstation reservation system and how the workstation inventory subject to space sharing shall be determined. It is bad-faith bargaining to propose to delete union proposals without offering substantive counterproposal language.

M-2 Note: Management has provided its specific space sharing policies to the Union. Management has stated that hoteling and hot desking will be implemented at a specific location once that location reaches 90% occupancy or in the case of a relocation or reconfiguration. Teaming/General Conference Rooms are addressed in Chapter 13.

U-3 Space Sharing Policies: Management shall provide proposed specific space sharing policies such as how it will decide to use hoteling vs. hot desking; rules and guidelines such as how lockers will be assigned, meeting/huddle/conference space reserved, priorities or precedence for reserving space, how far in advance reservations may be made, and for how many days/dates; and instructions on using the reservation system to the Union before implementing space sharing.

*U-3 Note: Management has failed to provide policies such as those listed in U-3 and below. It is bad faith to expect the Union to bargain when Management’s proposals lack specific information. Management’s statement that a 90% occupancy rate, relocation, or reconfiguration will trigger space sharing does not provide information about how Management will decide between hoteling or hot desking at any location. Furthermore, the discussion of Teaming/General Conference Rooms on page 13-11 only addresses field offices, not Headquarters, and leaves the “exact number and size” undefined. Will there be 1 teaming room per 100 employees? How will management determine how large they should be—based on a square foot allocation per employee? How will they be reserved?*

M3 Space Sharing Policies: Hoteling will be used for employees who are working a routine telework schedule. Hot desking will be used for employees who come into the office on an infrequent basis (ie. remote workers). Employees will be able to reserve hoteling stations and conference/meeting/huddle rooms one pay period in advance. Reservations will be available on a first-come, first-serve basis. Lockers will be permanently assigned.

*M3 Note: Specific items outlined in a – c will be identified when space sharing is implemented in a specific location.*

U-4 Space Sharing Policies: Management shall include in the revised Handbook 2200.1, Chapter 13, its space sharing policies, including but not limited to the following: Once space sharing is implemented in an office or location, bargaining unit employees shall not be required to use hot desking. Management shall ensure that there are enough appropriate “hoteling” workspaces (including private offices) to be reserved by all bargaining unit employees who may need to report to the office on any given day. Management may make hot desks (unreserved space) available for non-bargaining unit employees, non-employee visitors, contractors, and bargaining unit employees who choose to use a hot desk rather than reserving a workspace in advance. All bargaining unit employees who report to a HUD office on any given day will be permitted to reserve hoteling workspaces, conference rooms, meeting rooms, and huddle pods up to two weeks in advance, on a first-come, first-served basis. All hoteling workstations within a field office location or a program area in HQ will be available to all employees in that location or program area and will not be restricted to reservation by work unit. Management shall not penalize employees for any failure to cancel any reservation they do not use. Management’s reservation system shall identify whether any meeting, conference, huddle, or teaming rooms are limited to reservation by employees of a particular organization, and shall also identify the amenities of each meeting, conference, huddle, or teaming room. Management shall permanently assign lockers to teleworking employees in accordance with Article 57, Section 57.04(14), as amended by Supplement 35. Management shall provide the Union with notice of any proposed policies related to the maximum number of reservations that an employee may make for individual workspace or conference/meeting/huddle/teaming rooms; any requirements related to cancellation policies; and any limits that may be placed on who can reserve meeting, conference, huddle, or teaming rooms, either generally or specifically. The Union does not waive its right to bargain over these and any other guidelines related to space sharing for which Management has not yet provided notice and an opportunity to bargain.

*U-4 Notes: (1) There is no reason to prohibit remote workers from reserving workspace when they need to come into the office, especially since they would only go to a HUD office for the benefit of the Agency. (2) Management’s proposal here, to have remote workers use hot desks, is inconsistent with M-3 in #8. (3) Using pay periods to determine how far in advance a reservation for space can be made raises challenges for most systems, which would have to be programmed with pay periods rather than simple calendar functions. It is also unfair to anyone who wants to reserve an early day in the week because pay periods are large blocks of time rather than rolling periods: An employee wanting to reserve space for the first Monday of a pay period would be at a disadvantage compared to someone wanting to reserve on the second Friday. (4) What arrangement will be made if an employee needs to reserve a conference room more than two weeks before a critical meeting? Or if an employee has recurring needs, such as weekly group meetings? (5) It is hypocritical and bad faith of management to claim that specific items in subsections (a)-(c) below will be bargained locally when space sharing is implemented at specific locations, yet to simultaneously claim that for item (d), Management is bargaining space sharing guidelines now. (5) The Union has a right to bargain over new conditions of employment including but not limited to the physical sets of workstations from which employees may choose when making reservations and any other as-yet unspecified guidelines.*

* 1. U-1 The space sharing policies shall include specific information on how the Agency will decide to use either hoteling and/or hot desking for any particular location or office and proposed floor plans showing workspace that is permanently assigned to specified employees, workspace that is available for hoteling, and workspace available for hot desking.

U-2: Same as U-1

*U-3 Note: Management did not reply to U-2. Management has failed to provide policies such as those listed in U-3 and below. It is bad faith to expect the Union to bargain when Management’s proposals lack specific information.*

**U-4 Withdrawn.**

* 1. U-1 The policies shall also identify what workspaces are assigned to specific organizations, at the lowest organizational level that is assigned groups of workstations or other shared spaces.

U-2: Same as U-1

*U-3 Note: Management did not reply to U-2. Management has failed to provide policies such as those listed in U-3 and below. It is bad faith to expect the Union to bargain when Management’s proposals lack specific information.*

**U-4 Withdrawn.**

* 1. U-1 The guidelines shall also address policies for the use of meeting rooms and other group spaces, whether reserved or used on a first-come/first-served basis, whether assigned to a specific organization or multiple organizations. They shall also identify the amenities offered by each meeting room.

U-2: Same as U-1

*U-3 Note: Management did not reply to U-2. Management has failed to provide policies such as those listed in U-3 and below. It is bad faith to expect the Union to bargain when Management’s proposals lack specific information.*

**U-4 Withdrawn.**

* 1. U-1 The Union shall have an opportunity to bargain before the space sharing rules/guidelines are implemented.

U-2: Same as U-1

*U-3 Note: Management did not reply to U-2. Management has failed to provide policies such as those listed in U-3 and below. It is bad faith to expect the Union to bargain when Management’s proposals lack specific information.*

*M-3 For Item d. Management is bargaining space sharing guidelines now.*

**U-4 Withdrawn.**

M-4 Space Sharing Policies: Management shall ensure that there is sufficient workspace available for all bargaining unit employees required to report to the office on any given day. Hot desks will be available for non-bargaining unit employees, HUD employees that may be visiting and bargaining unit employees. Bargaining unit employees required to report to the HUD office on any given day will be able to reserve appropriate workspace up to two weeks in advance, on a first-come, first-served basis. All hoteling workstations within a field office location or a program area in HQ will be available to all employees in that location or program area and will not be restricted to reservation by work unit. Absent extenuating circumstances, if an employee makes a reservation and is unable to use it, they must cancel the reservation, no later than the start of the day the reservation is made for. Management’s reservation system shall identify whether any meeting, conference, or teaming rooms are limited to reservation by employees of a particular organization, and shall also identify the amenities of each meeting, conference, or teaming room, including maximum occupancy. Management shall permanently assign lockers to routine teleworking employees in accordance with Article 57, Section 57.04(14), as amended by Supplement 35.

U-5: Space Sharing Policies: Management shall ensure that there are enough appropriate “hoteling” workspaces (including private offices) to be reserved on any given day by all bargaining unit employees who do not have permanently assigned workstations but may need to report to the office. Bargaining unit employees shall not be required to use hot desks. Management may make hot desks (unreserved space) available for non-bargaining unit employees, non-employee visitors, contractors, and bargaining unit employees who choose to use a hot desk rather than reserving a workspace in advance. All bargaining unit employees who report to a HUD office on any given day will be permitted to reserve hoteling workspaces, conference rooms, meeting rooms, and huddle pods up to two weeks in advance, on a first-come, first-served basis. All hoteling workstations within a field office location or a program area in HQ will be available to all employees in that location or program area and will not be restricted to reservation by work unit. Management shall provide employees with information about reservation policies, including the requirement, absent extenuating circumstances, to cancel reservations that cannot be used by the start of the day the reservation is for; however, as an appropriate arrangement, Management shall not penalize employees for any failure to cancel any reservation they do not use. Management’s reservation system shall identify whether any meeting, conference, huddle, or teaming rooms are limited to reservation by employees of a particular organization, and shall also identify the amenities of each meeting, conference, huddle, or teaming room. Management shall permanently assign lockers to teleworking employees in accordance with Article 57, Section 57.04(14), as amended by Supplement 35. Management shall provide the Union with notice of any proposed policies related to the maximum number of reservations that an employee may make for individual workspace or conference/meeting/huddle/teaming rooms; any requirements related to cancellation policies; and any limits that may be placed on who can reserve meeting, conference, huddle, or teaming rooms, either generally or specifically. The Union does not waive its right to bargain over these and any other guidelines related to space sharing for which Management has not yet provided notice and an opportunity to bargain.

*U-5 Notes: (1) Management’s M-4 language contradicts its oral statements that employees will not have to use hot desks. (2) The last two sentences of U-4 and U-5, which management has omitted from M-4, are essential, as they identify several policy issues that Management has failed to address. The Union does not waive any rights regarding new policies that Management may develop related to space sharing. (3) The Union’s inclusion of no penalties for failure to cancel reservations is an appropriate arrangement related to the various circumstances that may interfere with an employee’s failure to cancel a reservation by the “start of the day.” For one thing, “start of the day” can mean anywhere from 6:00 to 9:30 a.m. (exclusive of flexitime bands); for another, “extenuating circumstances” is a vague and imprecise term. (4) Management has—again—failed to explain its objections to any parts of U-4, an omission the Union sees as obstructive and not indicative of good-faith bargaining.*

M-5: Space Sharing Policies: Management shall ensure that there are enough appropriate “hoteling” workstations (including private offices, if applicable) to be reserved on any given day by all bargaining unit employees who do not have permanently assigned workstations but are routinely expected to report to the office. Bargaining unit employees may be required to use hot desks. Management may make hot desks (unreserved space) available for non-bargaining unit employees, non-employee visitors, contractors, and bargaining unit employees who choose to use a hot desk rather than reserving a workspace in advance. Hoteling workstations, conference rooms, and meeting rooms may be reserved up to two weeks in advance, on a first-come, first-served basis. Employees may only reserve one workstation and/or meeting room on a day they are reporting to the office. Employees are prohibited from reserving meeting space for their individual use when they are routinely expected to report to the office.

All hoteling workstations within a field office location or a program area in HQ will be available to all employees in that location or program area and will not be restricted to reservation by work unit. Management shall provide employees with information about reservation policies, including the requirement, absent extenuating circumstances, to cancel reservations that cannot be used by the start of the day the reservation. Management’s reservation process shall identify whether any meeting, conference, or teaming rooms are limited to reservation by employees of a particular organization, and shall also identify the amenities of each meeting, conference, or teaming room. Management shall permanently assign lockers to teleworking employees in accordance with Article 57, Section 57.04(14), as amended by Supplement 35.

**U-6: Space Sharing Policies: Management shall ensure that there are enough appropriate “hoteling” workstations (including private offices, if applicable) to be reserved on any given day by all bargaining unit employees who do not have permanently assigned workstations but are expected to report to the office. Bargaining unit employees shall not be required to use hot desks unless the hot desks meet the same specifications as hoteling desks in terms of size and furnishings. Management may make hot desks (unreserved space) available for non-bargaining unit employees, non-employee visitors, contractors, and bargaining unit employees who choose to use a hot desk rather than reserving a workspace in advance. Hoteling workstations may be reserved up to two weeks in advance, on a first-come, first-served basis. Employees may reserve only one workstation for each day they are reporting to the office. Conference rooms and meeting rooms may be reserved as far in advance as necessary for the purpose of the meetings and the planned attendees.**

**All hoteling workstations within a field office location or a Program Office in HQ will be available to all employees in that location or program office and will not be restricted to reservation by work unit. Management shall provide employees with information about reservation policies, including the requirement, absent extenuating circumstances, to cancel reservations that cannot be used by the start of the day the reservation is for; however, as an appropriate arrangement, Management shall not penalize employees for any failure to cancel any reservation they do not use. Management’s reservation process shall identify the amenities of each meeting, conference, or teaming room. Management shall permanently assign lockers to teleworking employees in accordance with Article 57, Section 57.04(14), as amended by Supplement 35.**

**Management shall provide the Union with notice of any additional proposed space sharing policies** **not expressly covered in this Supplement. The Union does not waive its right to bargain over these and any other guidelines related to space sharing for which Management has not yet provided notice and an opportunity to bargain.**

*U-6 Note: The Union objects to Management’s creation of new policies (e.g., proposing to limit employees to reserving one meeting room or workstation on a given day) at this late stage of negotiations. (1) There should be no limits on either the time or number of conference/meeting rooms that can be reserved, as there are presently no such limits. (2) Employees may need to reserve meeting rooms on the same day as they need to use a workstation, e.g., to prep for the meeting and to store materials, and to work in between meeting sessions or before/after a part-day meeting. (3) The time in advance for scheduling depends on the nature of the meeting and the attendees. Employees may need to reserve a room a month (or more) in advance and notify invited personnel of the location of the meeting when the announcement goes out. (4) Employees may need to use meeting rooms for individual work to spread out for a large project or if no appropriate workstation is available.*

8. U-1 Employee Choice: If Management implements both hot desking and hoteling at a

specific location, bargaining unit employees shall have the option of choosing whether to

use hoteling (reserve a workstation in advance) or hot desking (use any available workstation

upon arrival) on the days the employee works in the HUD office depending upon the

availability of workstations. Pursuant to Article 57, Section 57.04(2)(e), HUD employees

shall have preference in workstations over contracted employees. Bargaining unit employees

shall not be required to use hot desking.

M-1 Employee Choice: Bargaining unit employees shall have the option of choosing whether to use hoteling (reserve a workstation in advance) or hot desking (use any available unreserved workstation upon arrival) on the days the employee works in the HUD office depending upon the availability of workstations. This excludes permanently assigned workstations. Pursuant to Article 57, Section 57.04(2)(e), if an employee is eligible for a permanent workstation, HUD employees shall have preference over contracted employees.

U-2 Employee Choice: If Management implements both hot desking and hoteling at a specific location, bargaining unit employees shall have the option of choosing whether to use hoteling (reserve a workstation in advance) or hot desking (use any available workstation upon arrival) on the days the employee works in the HUD office depending upon the availability of workstations. This excludes permanently assigned workstations. Pursuant to Article 57, Section 57.04(2)(e), HUD employees shall have preference in workstations over contracted employees. Bargaining unit employees shall not be required to use hot desking.

M-2 Employee Choice: Bargaining unit employees shall have the option of choosing whether to use hoteling (reserve a workstation in advance) or hot desking (use any available unreserved workstation upon arrival) on the days the employee works in the HUD office depending upon the availability of workstations. This excludes permanently assigned workstations. Pursuant to Article 57, Section 57.04(2)(e), if an employee is eligible for a permanent workstation, HUD employees shall have preference over contracted employees. Bargaining unit employees may have to use hot desking if a hoteling space reservation is not available on a given workday.

U-3 Employee Choice: If Management implements both hot desking and hoteling at a specific location, bargaining unit employees who are not entitled to permanently assigned workstations (because they do not regularly report to a HUD office at least six times a pay period) shall have the option of choosing whether to use hoteling (reserve a workstation in advance) or hot desking (use any available workstation upon arrival) on the days the employee works in the HUD office. Permanently assigned workstations shall not be included among the options available for hoteling or hot desking. Pursuant to Article 57, Section 57.04(2)(e), HUD employees shall have preference in workstations over contracted employees. Bargaining unit employees shall not be required to use hot desking. Management shall provide an assigned locking storage locker to each employee who does not have a permanently assigned workstation, regardless of whether the employee is a teleworker or remote/mobile worker and regardless of the employee’s choice of hoteling or hot desking.

*U-3 Note: Management has not made it clear how it will determine whether to use hoteling or hot desking in a given location, or the basis for deciding what percentage of shared workstations will be established as either hotel spaces or hot desks; this is why the Union’s proposal begins with “If Management implements both . . . .” Management assured the Union during verbal discussions on the first day of negotiations that hot desks were intended for visitors; in subsequent discussions, Management later said hot desks were also for employees who had not reserved workspace but failed to address availability of reservable workstations. That latter statement contradicts Management’s initial assertions that there would be sufficient reservable space for all employees. Bargaining unit employees shall not be required to use any workstation that has less space than required under the current CBA and less equipment than is now provided to employees. Article 57, Section 57.04(2)(e) applies to all bargaining unit employees, not just those who are eligible for a permanent workstation. The Union modified the second sentence above in U-3 for clarity and added the last sentence in response to Management’s M-2 note to #14.*

M-3 Employee Choice: If Management implements both hot desking and hoteling at a specific location, bargaining unit employees who are not entitled to permanently assigned workstations (because they do not regularly report to a HUD office at least six times a pay period) shall have the option of choosing whether to use hoteling (reserve a workstation in advance) or hot desking (use any available workstation upon arrival) on the days the employee works in the HUD office. Permanently assigned workstations shall not be included among the options available for hoteling or hot desking. Pursuant to Article 57, Section 57.04(2)(e), HUD employees shall have preference in workstations over contracted employees. Management shall provide an assigned lockable storage space to each routinely teleworking employee who does not have a permanently assigned workstation. 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.

**U-4 Agree.**

9. U-1 Equitable Treatment: Shared space shall be assigned to whichever employee makes the

reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workspaces (aside from those workstations specifically designated for supervisors), nor shall supervisory or team leader employees be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workspace.

M-1 Equitable Treatment: Generally, shared space, not including conference/meeting rooms, shall be assigned to whichever employee makes the reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workstations (aside from those workstations/offices specifically designated for supervisors), nor shall supervisory or team leader employees be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workstation, absent a business need.

U-2 Equitable Treatment: Same as U-1

U-2 Note: The Union will not accept weasel words such as “generally” nor “absent a business need” to allow the Agency to make the terms of this provision meaningless and unenforceable to violate the spirit and intent of the provision.

M-2 Equitable Treatment: Shared space, not including conference/meeting rooms, shall be assigned to whichever employee makes the reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workstations (aside from those workstations/offices specifically designated for supervisors), nor shall supervisory or team leader employees be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workstation.

M-2 Note: Occasionally, an important Departmental need may require cancellation of a meeting room.

U-3 Equitable Treatment: Shared space shall be assigned to whichever employee makes the reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workspaces (aside from those workstations specifically designated for supervisors), nor shall a supervisor or team leader be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workspace. If a critical Departmental need requires cancellation of an employee’s reservation of a conference or meeting room, the employee’s manager may direct the employee to cancel the reservation; the employee’s reservation shall not be “bumped” by another individual or organization. The employee shall not be required to change in-office days due to cancellation of a conference room reservation, nor shall any adverse action (including but not limited to a lowered performance appraisal) result from the employee’s inability to use the conference room as scheduled.

*U-3 Note: It’s important to ensure that only the individual who reserved a conference room be the one to cancel it, because (1) it’s essential to ensure the reserving employee is informed and can make other arrangements; (2) one organization’s idea of an important Departmental need may conflict with another organization’s important need for that conference room; (3) the employee should not be in the middle of competing interests, so only the employee’s manager can direct the employee to cancel the reservation; and (4) the employee may be making and holding the reservation for the benefit of/use by higher level personnel.*

M-3 Equitable Treatment: Shared space shall be assigned to whichever employee makes the reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workspaces (aside from those workstations/offices specifically designated for supervisors), nor shall a supervisor or team leader be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workspace. If a critical Departmental need requires cancellation of an employee’s reservation of a conference or meeting room, the employee’s manager may direct the employee to cancel the reservation; the employee’s reservation shall not be “bumped” by another individual or organization. Absent extenuating circumstances, the employee will not be required to change in-office days due to cancellation of a conference room reservation, nor shall any adverse action (including but not limited to a lowered performance appraisal) result from the employee’s inability to use the conference room as scheduled.

U-4 Equitable Treatment: Shared space shall be assigned to whichever employee makes the reservation first, regardless of grade or position. No distinction shall be made between supervisory, team leader, and non-supervisory employees in relation to reserving workspaces (aside from those workstations/offices specifically designated for supervisors), nor shall a supervisor or team leader be permitted to bump or cancel a non-supervisory employee’s previous reservation for a specific workspace. If a critical Departmental need requires cancellation of an employee’s reservation of a conference or meeting room, the employee’s manager may direct the employee to cancel the reservation; the employee’s reservation shall not be “bumped” by another individual or organization. The employee will not be required to change in-office days due to cancellation of a conference room reservation absent extenuating circumstances involving mission-critical needs of the Agency, nor shall any adverse action (including but not limited to a lowered performance appraisal) result from the employee’s inability to use the conference room as scheduled.

*U-4 Note: Clarified the meaning of “extenuating.”*

**M-4 Equitable Treatment: Agree.**

10. U-1 Jointly Assigned Permanent Workstations: Teleworking employees whose combined

days in the HUD office total at least six per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days.

M-1 Jointly Assigned Permanent Workstations: Delete. Management cannot agree to this proposal because it creates a situation where two employees who are not entitled to a dedicated workstation create a 40% vacancy rate in a workstation that otherwise could be occupied 100% of the time by all eligible employees. This necessarily means building in a 40% vacancy rate into office design. There is no way to guarantee that the employees in this arrangement will never be in the office on the same day.

U-2 Jointly Assigned Permanent Workstations: Same as U-1

U-2 Note: The Union’s proposal is not limited to only two employees. Employees would be less concerned that the workstation is not sanitary if less people are sharing the workstations.

M-2 Jointly Assigned Permanent Workstations: Same as M-1

M-2 Note: Management cannot agree to this proposal because it creates a situation where two employees who are not entitled to a dedicated workstation create a 40% vacancy rate in a workstation that otherwise could be occupied 100% of the time by all eligible employees. This necessarily means building in a 40% vacancy rate into office design. There is no way to guarantee that the employees in this arrangement will never be in the office on the same day.

U-3 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least six per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office.

*U-3 Note: The Union added the provision that the sharing of a permanently assigned workstation won’t affect the total number of workstations in the office. Management’s argument about the 40% vacancy rate relies on the false premise that any given workstation may be occupied 100% of the time. Pursuant to Article 57, Section 57.04(3)(b), as amended by Supplement 35, any bargaining unit employee who regularly works at least six days per pay period in a HUD office will be assigned a permanent workstation/cubicle. Thus, the 40% vacancy rate must be built into any office plan for those employees. Management’s refusal to allow groups of employees to jointly enjoy the same benefits of not having to reserve workstations in advance and reducing exposure to unsanitary situations that are granted to individual employees creates a disparate treatment situation with no benefit to the Agency. Furthermore, Management said verbally that there would be sufficient workstations for everyone, allowing for unscheduled variations in attendance.*

M-3 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least eight days per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office. If the employees are no longer reporting to the HUD office on different workdays or fall below the eight days per pay period, it is understood that the jointly assigned workstation agreement will be terminated and the workstation will be used for hoteling/hot desking.

*M-3 Note: We accept that there is a 40% vacancy rate for permanently assigned workstations; however, under this proposal that 40% vacancy rate could be exponentially increased resulting in an overall unacceptable vacancy rate.*

U-4 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least eight days per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office. If the employees are no longer reporting to the HUD office on different workdays or fall below the eight days per pay period, they will no longer be eligible to share a permanently assigned space. If any of the employees continues to qualify for a permanently assigned workspace (i.e., by reporting to the HUD office at least six days per pay period), Management shall permanently assign the workspace to that employee. If none of the employees continue to qualify for a permanently assigned workspace, the workspace will be used for hoteling.

*U-4 Note: The Union accepts Management’s 8-day requirement. The Union deleted the reference to a jointly assigned workspace agreement, as we are not creating additional formal agreements. If the employees no longer meet the criteria, then they obviously don’t continue to get a jointly assigned workspace; the first sentence establishes the criteria. If the workspace is to be converted to shared space, it should be to a hoteling/reservable workspace, as employees will need to be able to reserve it.*

M-4 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least eight days per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office. If the employees are no longer reporting to the HUD office on different workdays or fall below the eight days per pay period, they will no longer be eligible to share a permanently assigned space. If any of the employees continues to qualify for a permanently assigned workstation (i.e., by reporting to the HUD office at least six days per pay period), Management shall permanently assign the workstation to that employee. If none of the employees continue to qualify for a permanently assigned workstation, the workstation will be used for hoteling.

*M-4 Note: Management agrees with the U-4, except for the use of “workspace.”*

U-5 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least eight days per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office. If the employees are no longer reporting to the HUD office on different workdays or fall below the eight days per pay period, they will no longer be eligible to share a permanently assigned space. If any of the employees continues to qualify (i.e., by reporting to the HUD office at least six days per pay period) for a permanently assigned workstation or private office as applicable, Management shall permanently assign the space to that employee. If none of the employees continue to qualify for a permanently assigned workstation/private office, the space will be used for hoteling or may be assigned to a different employee who qualifies for a permanently assigned space.

*U-5 Note: The Union modified the wording slightly to account for private offices that may be either permanently assigned or used for hoteling. The Union also modified the end a little to permit Management to assign the space to another employee who is entitled to a permanently assigned space.*

M-5 Jointly Assigned Permanent Workstations: Two or more teleworking employees whose combined days in the HUD office total at least eight days per pay period may choose to share a permanently assigned space if they do not come to the HUD office on the same days, provided that the sharing of an assigned space does not require an increase in the number of workstations allocated to the office. If the employees are no longer reporting to the HUD office on different workdays or fall below the eight days per pay period, they will no longer be eligible to share a permanently assigned space. If any of the employees continues to qualify (i.e., by reporting to the HUD office at least six days per pay period) for a permanently assigned workstation or private office if applicable, Management shall permanently assign the space to that employee. If none of the employees continue to qualify for a permanently assigned workstation/private office, the space will be used for hoteling or may be assigned to a different employee who qualifies for a permanently assigned space.

*M-5 Note: Management changed “as applicable” to “if applicable.”*

**U-6 Jointly Assigned Permanent Workstations: Agreed.**

11. U-1 Teaming/Conference Rooms: Management shall ensure that teaming and conference

rooms can accommodate the expected users at a rate of no less than 15 square feet per person, excluding circulation space, or in compliance with fire safety codes, whichever is the larger area. Management shall post the maximum occupancy both inside the rooms and on the doors and shall include the maximum occupancy in any reservation system. The rooms shall have sufficient air flow for the maximum number of occupants. Management shall ensure that each teaming/conference room is fully equipped with sufficient tables and chairs; internet capability; electrical outlets for charging laptops, phones, and other devices; and other materials needed to comfortably accommodate the maximum occupancy. Management shall be responsible for cleaning, sanitizing, and setting up the teaming/conference rooms between reserved users or, for multi-day reservations, at the end of each day.

M-1 Conference Rooms: Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system.

U-2 Teaming/Conference Rooms: Same as U-1

U-2 Note: The Union will not accept vague and ambiguous language.

M-2 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

U-3 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room, including but not limited to tables and chairs; internet capability; electrical outlets for charging devices; other materials necessary for meetings, conferences, or team work; and appropriate lighting. As required under Article 57, Section 57.06, Management shall ensure that all teaming and conference rooms comply with GSA and all local and national building codes and fire safety codes; this shall apply to both the size and number of exits for the maximum number of occupants and the total square footage based on maximum occupancy. Management shall post the maximum occupancy both inside the teaming/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management shall also ensure coordination with GSA and compliance with GSA guidance regarding HVAC systems and providing an acceptable working environment within the temperature and ventilation ranges specified by GSA or local building codes. Management shall provide to the Union, upon request, the basis for determining maximum occupancy of any particular room, and the source of any fire safety code or temperature/ventilation standard. Management shall be responsible for cleaning, sanitizing, and setting up the teaming/conference rooms between reserved users or, for multi-day reservations, at the end of each day.

*U-3 Note: Although the Union has removed its demand for a minimum of 15 square feet per person, we note that under the National Fire Protection Association Life Safety Code, an assembly room without fixed seating requires, for less concentrated use (i.e., with tables and chairs for teamwork rather than chairs only for audience-style seating), 15 square feet per person. It is inappropriate for Management to expect employees to clean and sanitize meeting rooms before they use them. It is Management’s responsibility to provide clean and sanitary space for employees’ use. Bargaining unit employees are not cleaning and maintenance personnel.*

M-3 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

*M-3 Notes: Article 57.06 addresses HVAC, Building Codes, and Lighting. These matters are already covered by the CBA.*

U-4 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management shall be responsible for cleaning, sanitizing, and setting up the teaming/conference rooms between reserved users or, for multi-day reservations, at the end of each day.

*U-4 Note: Employees are not custodial workers. It is inappropriate for Management to expect employees to clean and sanitize meeting rooms before they use them. It is Management’s responsibility to provide clean and sanitary space for employees’ use.*

M-4 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management will ensure routine cleaning, such as, vacuuming, waste removal and sanitization of high touch common areas is conducted. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

*M-4 Note: Common practice in places since the pandemic, hand sanitizer, wipes, and anti-bacterial soap are provided for individual use.*

U-5 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management will ensure teaming/conference rooms are set up as required and routine cleaning, such as vacuuming, waste removal and sanitization of high touch common areas, is conducted between reserved users or, for multi-day reservations, at the end of each day. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices, teaming/conference rooms, and other common gathering areas, such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

*U-5 Note: The Union inserted language about setting up conference rooms, as moving furniture and making sure the equipment in the room functions properly are not employee responsibilities. Management omitted the frequency of its routine cleaning—it could be hourly or annually.*

M-5 Teaming/Conference Rooms: Management shall ensure that teaming and conference rooms are equipped with the necessary equipment for the intended use of the room. Management shall ensure compliance with fire safety codes. Management shall post the maximum occupancy both inside the meeting/conference rooms and on the doors and shall include the maximum occupancy in any reservation system. Management will ensure routine cleaning, such as, waste removal and sanitization of high touch common areas is conducted each day. Vacuuming will be conducted at least weekly or as needed. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices, teaming/conference rooms, and other common gathering areas, such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

*M-5 Note: There is no dedicated HUD staff to set up specific requirements for the configuration (U style, classroom, theater, etc.) of the meeting room. Currently, employees are required to request assistance from OCIO for any IT needs.*

**U-6 Teaming/Conference Rooms: Agreed**

12. U-1 Union Offices: CBA Article 48, Union’s Use of Official Facilities, shall continue to

govern the Agency’s provision of Union offices in HUD facilities. No Union office space shall be reduced, either in terms of size or number of offices, as a result of implementing the revised Chapter 13. Union National, Regional Vice President, and Local offices shall be of an adequate size and number to enable Union officials to conduct their work, meet with employees, and store and manage information in sufficient privacy. The size of a Union office shall be a minimum of 120 square feet but is not limited to 120 square feet. At HUD locations with multiple Union officials and representatives who may need to simultaneously share the Union space, Union space shall include multiple private offices of at least 120 square feet each, as described in Article 48. Union office size, number of private rooms, and location are subject to Local bargaining.

M-1 Union Offices: Delete. Covered by the CBA, Article 48.

U-2 Union Offices: Same as U-1

U-2 Note: The Agency is proposing in its Chapter 13 revision to limit Union office size in contravention to Article 48. This proposal is directly responsive to the Agency’s attempt to renegotiate a covered-by provision. It is also another instance of bad-faith bargaining on management’s part.

M-2 Union Offices: Same as M-1.

M-2 Note: Management is not proposing a change; the current Chapter 13 sets the Union office size at 120 sq ft. The new proposed Chapter 13 does not change this.

M-2 Rev: M-2 Union Offices: Management agrees to revert back to language in the existing Chapter 13. Union office size shall be a minimum size of 120 sq ft.

**U-3 Accept**

13. U-1 Implementation Based on Actual Need: HUD shall not implement space sharing at any

HUD office until HUD experiences an actual shortage of cubicle space due to increased hiring needs or lease expiration and space downsizing. Management shall provide evidence of such space needs to the Union at least 30 days prior to implementing space sharing in those locations, and shall ensure that all bargaining obligations are met in a timely manner.

Note: HUD cited a vacancy rate of 73.21% with an associated cost of over $69.5 million. The Parties recognize that cost savings cannot be achieved by implementing space sharing unless there is an actual reduction in rented space.

M-1 Implementation Based on Actual Need: HUD shall not implement space sharing at a field office location until that office reaches 90% capacity or a reconfiguration/relocation of the office is planned. Within Headquarters locations, these criteria will apply at the program office/major component level (i.e. Multifamily, Single Family). Management will inform the Union at least 30 days prior to implementing space sharing in those locations.

U-2 Implementation Based on Actual Need: Same as U-1

M-2 Implementation Based on Actual Need: HUD shall not implement space sharing at a field office location until that office reaches 90% capacity or a reconfiguration/relocation of the office is planned. Within Headquarters locations, these criteria will apply at the program office/major component level (i.e. Multifamily, Single Family). This will occur on a case-by-case basis. Management will inform the Union at least 30 days prior to implementing space sharing in those locations.

M-2 Note: The implementation of space sharing once a location reaches 90% capacity is limited to that field office location or HQ major component. Each office will be assessed independently.

U-3 Implementation Based on Actual Need: HUD shall not implement space sharing for bargaining unit employees at any HUD office unless there is or shortly will be an actual shortage of workspace due to increased staffing or hiring needs, lease expiration, or a reduction in the total space occupied at that location. This will occur on a case-by-case basis. Within Headquarters, determinations will be made at the program office/major component level (e.g., Multifamily, Single Family). Management shall provide evidence of such space needs to the Union together with formal Article 49 Notice at least 30 days prior to implementing space sharing in those locations and shall meet all bargaining obligations in a timely manner.

*U-3 Note: Management has not provided any evidence to support the need to implement space sharing at times when it still has 90% occupancy (i.e., 10% vacancy rates). It is unnecessary to require employees to share spaces when there is still one empty workstation for every 9 employees. Management’s inclusion of “a reconfiguration” of office space allows for an arbitrary reduction in space without any cost savings or space savings. The Union’s language allows for implementation of space sharing when it is actually necessary, so it will reap actual cost savings.*

M-3 Implementation Based on Actual Need: HUD shall not implement space sharing at a field office location until that office reaches 90% capacity or a reconfiguration/relocation of the office is planned. Within Headquarters locations, these criteria will apply at the program office/major component level (i.e. Multifamily, Single Family). This will occur on a case-by-case basis. Management will inform the Union at least 30 days prior to implementing space sharing in those locations. Management shall provide evidence of such space needs to the Union at least 30 days prior to implementing space sharing in those locations.

U-4 Implementation Based on Actual Need: Same as U-3.

*U-4 Note: Management has consistently failed to explain the basis for implementing space sharing when an office continues to have a 10% vacancy rate—i.e., more than enough workstations to assign one to each person. Inclusion of “reconfiguration” of office space provides Management with carte blanche to implement space sharing at any time.*

M-4 Implementation Based on Actual Need: Same as M-3.

*M-4 Note: It is important for there to be sufficient time to transition from a traditional work environment to desk-sharing. High level estimates indicate a minimum of 120 days for conversion, including 30 days for employees to empty workstations of their personal items and files, 30 days for management to complete the vacating of workstations, 30 days for initial cleaning of all workstations prior to desk sharing implementation, and 30 days to set up agreed upon equipment. Simultaneously, the floorplans must be loaded into the reservation process and lockers must be procured, set up and assigned. Employees will be notified 30 days before the conversion process begins.*

U-5 Implementation Based on Actual Need: Same as U-3. See questions below, which need to be answered before the Union can consider M-4.

*U-5 Note: Management does not provide the source of those estimates, some of which appear to be nonsense. Why would it take 30 days for management to “complete” the vacating of workstations? Where are employees going to work during the 30 days after they empty workstations of their personal materials? What new equipment? Why 30 days to clean the workstations before sharing (but not on a nightly basis)?Why can’t floorplans be loaded before the process starts? Does Management truly expect needs to suddenly need space sharing 120 days after hitting 90% occupancy? How does the Union’s language, which provides for space sharing when there “shortly will be an actual shortage of workspace,” not provide enough flexibility for Management?*

M-5 Implementation Based on Actual Need: HUD shall not implement space sharing at a field office location until that office reaches 90% capacity or a reconfiguration/relocation of the office is planned. Within Headquarters locations, these criteria will apply at the program office/major component level (i.e. Multifamily, Single Family). This will occur on a case-by-case basis. Management will inform the Union at least 30 days prior to implementing space sharing in those locations. Management shall provide evidence of such space needs to the Union at least 30 days prior to implementing space sharing in those locations. If an office is being converted to shared space outside of a move or renovation, employees may be approved to telework, if needed, during the conversion period.

*M-5 Note: The timelines above are maximum parameters.*

**U-6 Implementation Based on Actual Need: Agreed.**

14. U-1 Reservation Software: Management shall not implement space sharing until it makes a

software reservation system available to employees. All reservation software shall permit employees to reserve workstations and nearby locking storage space.

M-1 Reservation Software: Management shall utilize a reservation process to facilitate shared space arrangements. The reservation process shall permit employees to reserve hoteling workstations.

U-2 Reservation Software: Same as U-1

M-2 Reservation Software: Same as M-1

M-2 Note: Storage space will not be reservable it will be assigned to individual employees.

U-3 Reservation Software: Management shall not implement space sharing until it makes a software reservation system available to employees. The reservation process shall permit employees to reserve hoteling workstations; conference, meeting, and teaming rooms; and huddle pods. 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 teleworking employees who are not eligible for permanently assigned workstations. Remote and mobile workers whose duties require them to work in a HUD office on a temporary basis will be able to reserve unassigned lockable storage space pursuant to Article 57, Section 57.04(14) as amended by Supplement 35.

*U-3 Note: Management’s assertion that all storage space will be assigned to individual employees both contradicts its M-1/M-2 proposals and fails to address the needs of remote/mobile workers who occasionally need to report to a HUD office and who will need a safe locking space to place their outerwear, belongings, and equipment when they are not at their temporary desks.*

M-3 Reservation Software:Management shall not implement space sharing until management makes a reservation process available to employees. The reservation process shall permit employees to reserve hoteling workstations, conference, meeting, and teaming rooms. 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.

*M-3 Note: Storage space will not be in the reservation system as they will be assigned. Individual storage space is covered by Supplement 35. The Parties agreed to provide the subject items in Supplement 35.*

*Individual Storage Space. Management shall provide an assigned individual*

*lockable storage space (including any necessary lock/key sets or*

*combination) to telework employees who report to a HUD office and who do*

*not have an assigned individual permanent workstation. The storage space*

*shall provide the employees with a place to keep limited HUD records and*

*personal items secure and to enable them to access these items while at*

*HUD. In circumstances where storage space is not immediately available,*

*Management will provide space as soon as practicable. 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.*

U-4. Reservation Software: Management shall not implement space sharing until management makes a reservation process available to employees. The reservation process shall permit employees to reserve hoteling workstations and private offices (as authorized), and conference, meeting, huddle, and teaming rooms. 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.

*U-4 Note: Inserted private offices and huddle rooms; otherwise accepted Management’s M-3.*

M-4 Reservation Software: Management shall not implement space sharing until management makes a reservation process available to employees. The reservation process shall permit employees to reserve hoteling workstations and private offices (as authorized), and conference, meeting, and teaming rooms. 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.

*M-4 Note: Management accepted all the Union’s language other than, “huddle” in the second sentence. Huddle rooms cannot be reserved because they are intended for impromptu brief meetings.*

**U-5 Reservation Software: Agreed.**

15. U-1 Demonstration to the Union: Management shall provide a demonstration to AFGE

Council 222 and AFGE Locals on how to access and utilize any proposed reservation system at least 30 days before launching the system and implementing any space sharing in HUD, including any Pilot Program. The Union reserves the right to submit new proposals and bargain based on new information obtained from a demonstration of the proposed software.

M-1 Demonstration to the Union: Management shall provide a demonstration to AFGE Council 222 and AFGE Locals on how to access and utilize the reservation process at least 30 days before its use.

U-2 Demonstration to the Union: Same as U-1

U-2 Note: The Union will not waive its statutory and contractual (Article 49) bargaining rights for changes of conditions of employment and impact and implementation rights concerning the reservation system/software.

M-2 Demonstration to the Union: Management shall provide a demonstration to the Union on how to access and utilize the reservation process at least 30 days before its use. Initially, Management may utilize SharePoint for the reservation process.

U-3 Demonstration to the Union: Same as U-1.

*U-3 Note: Management is attempting to prevent the Union from bargaining over the impact and implementation of a new reservation system. Management has not provided the information yet about how the new practice will operate, as required by the Federal Labor Management Relations Statute and Article 49. If Management wishes to use SharePoint for the reservation process at any point, Management is also required to demonstrate how that will work and allow the Union the time afforded under Article 49 to formulate proposals and engage in bargaining.*

M-3 Demonstration to the Union: Management shall provide a demonstration to the Union on how to access and utilize the reservation process at least 30 days before its use. Initially, Management may utilize SharePoint for the reservation process. After the demonstration, Management agrees to comply with any bargaining requirements.

U-4 Demonstration to the Union: Management shall provide a demonstration to the Union on how to access and utilize any proposed reservation process at least 30 days before its use. The demonstrations shall include any systems intended to be used temporarily, such as SharePoint, which Management may utilize initially for the reservation process. The Parties agree that implementation of any reservation system (including use of Sharepoint) is a change in conditions of employment that requires Article 49 notice. After each demonstration, Management shall comply with any bargaining requirements.

*U-4 Note: See U-3 Note above.*

M-4 Demonstration to the Union: Management shall provide a demonstration to the Union on how to access and utilize the reservation process at least 30 days before its use. The demonstrations shall include the process to be used temporarily, such as SharePoint and any future permanent process. After each demonstration, Management agrees to comply with any bargaining requirements.

U-5 Demonstration to the Union: Same as U-4.

*U-5 Note: Management did not explain its objections to the terms “any proposed” in the first sentence, and why it refused to acknowledge that a change in systems used is a change in conditions of employment requiring notice? Management’s omission of this sentence suggests that its last statement regarding compliance with bargaining requirements, is not made in good faith.*

**M-5 Demonstration to the Union: Same as M-4.**

*M-5 Note: After each demonstration, Management agrees to comply with any bargaining requirements.*

**U-6 Demonstration to the Union: Agreed.**

16. U-1 Digital Maps: Management shall make digital maps of all shared workspace available to

employees prior to implementing space sharing. The maps shall show which space is for hoteling and which is for hot desking.

M-1 Digital Maps: Management shall endeavor to provide floorplans of shared workspace available to employees. The floorplans shall show which space is for hoteling and which is for hot desking.

U-2 Digital Maps: Same as U-1

U-2 Note: The Union’s proposal does not concern floor plans but rather digital maps of workstations available. Management’s proposal is a non-sequitur. Floorplans must be provided and bargained with Locals in accordance with Article 57; there is no weasel-wording “endeavoring” about it!

M-2 Digital Maps: Management will make available online maps that outline the seating available within a given space, where available. The online maps shall show which space is for hoteling and which is for hot desking.

M-2 Note: In some locations, such as the Weaver building, online maps may not be available.

U-3 Digital Maps: Same as U-1

*U-3 Note: Management’s proposal to use reservation software to facilitate space sharing is not practical or logical if online maps are not available. Employees cannot reserve workspace if they don’t know what workstation they are reserving. It is Management’s responsibility to create maps so that employees can accurately select from among available workstations or conference and meeting rooms. Management has created and provided maps for moves within the Weaver building, so there is no reason why such maps cannot be digitized.*

M-3 Digital Floorplans: Management shall make digital floorplans of all shared workspace available with a specific field office or program office in Headquarters prior to implementing space sharing in that location. The floorplans shall show all spaces available for reservation.

*M-3 Note: We do not understand the term “digital maps” it appears that these terms are being used interchangeably. We believe that digital floorplans is a more accurate term.*

U-4 Digital Floorplans: Management shall make digital floorplans of all workspace (including the location of permanently assigned spaces, those available for reservation, hot desks, and storage lockers) in Headquarters and in each regional and field office available to employees prior to implementing space sharing in that location. The floorplans shall indicate which spaces are available for reservation and which for hotdesking.

*U-4 Note: The Union accepts Management’s use of “floorplan” rather than “map.” It is unclear from Management’s proposal whether Management intends to limit employee views of these digital floorplans. The Union contends that employees must be able to see their entire location in order to reserve the most appropriate space (especially if they are reserving conference, teaming, meeting, or huddle rooms, and not just an individual workspace). The floorplans should show not only those spaces available for reservation but also all other spaces, as employees will want to know what is around the workspaces available for reservation and what hotdesking options may be available. The Union’s language clarifies that.*

**M-4 Digital Floorplans: Agree.**

17. U-1 Training: Management shall provide employees with training on how to use the online

reservation system to reserve workstations and reserve and use locker/storage space at the HUD offices for employees’ supplies, working files, and personal items before implementing any such system. Management shall email the training and all written guidance to employees at least one week prior to implementation of any space sharing policies and associated systems, shall provide the guidance in new employee packages after such policies and systems have been implemented, and shall make the training and guidance available on a continuing basis on HUD@work while the system is in place.

M-1 Training: Management shall provide employees with guidance and instructions on how to use the reservation process to reserve workstations at the HUD offices before implementing any such system. Management shall post the guidance and instructions on HUD@Work.

U-2 Training: Same as U-1

U-2 Note: Management’s proposal is too minimal and generic. Employees will need step-by-step training on how to utilize the reservation system.

M-2 Training: Management shall provide employees with step-by-step training on how to use the reservation process to reserve workstations at the HUD offices before implementing any such system. Management shall post the guidance and instructions on HUD@Work.

M-2 Note: Training will not be necessary to all personnel at the same time because the reservation process only will occur in locations where desk sharing is implemented. Training will be available to affected personnel.

U-3 Training: Management shall provide affected employees with written step-by-step training on how to use the online reservation system to reserve space before implementing any such system. The guidance shall include information on whom to contact for additional assistance (e.g., the HITS Help Desk). Management shall email the training and all written guidance to affected employees at least 30 days prior to implementation of any space sharing policies and associated systems, shall provide the guidance in new employee packages in locations where such policies and systems have been implemented, and shall make the training and guidance available on a continuing basis on HUD@work while the system is in place.

*U-3 Note: The Union’s language does not require Management to provide training to all employees, only those affected by the change in conditions. The Union corrected “one week” to read “30 days” to be consistent with Proposal #37, in which Management has agreed to provide employees with instructions and guidance when it notifies employees 30 days before implementing shared workspace.*

**M-3 Training: Agree.**

18. U-1 Pilot Program: All proposals that refer to requirements that must be met before

implementing space sharing shall be interpreted to include the obligation to meet those requirements before implementing any pilot program. Before space sharing is implemented in HUD, Management shall implement a pilot program to test the effectiveness of the system in headquarters or field offices that involves no more than 10% of the personnel in any location. The pilot program shall run for at least 6 months (unless it is cut short due to being determined a failure) before it is expanded to other sites. After any pilot program is ended and before it is either implemented permanently at the test site or expanded, the Agency shall share the results of the pilot program with the Union and shall seek feedback from the Union. The Union shall be afforded the opportunity to bargain over any changes that might be required, whether proposed by the Agency or the Union in response to the pilot.

M-1 Pilot Program: Delete.

U-2: Pilot Program: Same as U-1

U-2 Note: It is bad-faith bargaining to delete and not formulate a counterproposal to substantively address the Union’s proposal language and concerns.

M-2 Implementation: Shared space will be implemented on a case-by-case basis if one of the following situations occur: lease expirations; office renovations/reductions/reconfigurations; or staffing increases that impact space availability (when a HUD location or program office reaches 90% seating capacity).

U-3 Pilot Program: Same as U-1.

*U-3 Note: Management’s counterproposals are not responsive to the Union’s proposal to implement a pilot program to ensure any problems with space sharing or the associated reservation system are resolved before widespread implementation. A pilot program will allow Management to gather more information and apply it to any expansion of space sharing. Note that the Union’s proposal does not limit the locations where pilot programs may be implemented, e.g., pilot programs may be implemented at multiple field office locations simultaneously.*

M-3: Implementation: Same as M-2.

*M-3 Note: Management does not agree to implement a Pilot Program.*

**U-4 Withdrawn.**

19. U-1 Article 49 Notice for Moves: The Article 49 Notice regarding changes to Chapter 13

does not provide specific notice about specific employee moves from one workstation to another. Before space sharing is implemented for any specific office, organization, or location, Management shall treat the shift from assigned permanent workstations to space sharing as a change in conditions of employment and a move and shall provide Article 49 notice with the required information as listed in Article 49, Section 49.03(5) and pursuant to Article 57, including but not limited to Section 57.02. Management shall complete all local notice and bargaining obligations before implementing any space management changes.

M-1 Article 49 Notice for Moves: Employee moves from one permanent workstation to another permanent workstation are covered under Article 49 of the CBA.

U-2 Article 49 Notice for Moves: Same as U-1.

U-2 Note: The Union will not limit Local impact and implementation bargaining to only permanent workstation moves for all space sharing policies, rules, and procedures as required in Supplement 35, Section 9 (paragraph j) and Articles 57 and 49 of the CBA and the Federal Service Labor-Management Relations Statute.

M-2 Article 49 Notice for Moves: Same as M-1.

M-2 Note: Local negotiations will occur if there is a move or reconfiguration of space. We currently are negotiating nationally the overall space sharing policy and implementation.

U-3 Article 49 Notice for Moves: Same as U-1.

*U-3 Note: The change from a permanent to a shared workstation is a change in conditions of employment as well as a move; employees will be moved from always sitting at Workstation X to a variety of workstations on different days. This may occur without an organizational move or without a reconfiguration of space. Management’s attempt to limit the Union to bargaining only in some situations violates the Union’s rights under the Statute and the CBA. The Union considers Management’s attempt to avoid providing appropriate and required notice to be an act of bad faith; Management’s refusal to address the requirement to provide local notice and bargaining is indicative of Management’s intentions in the future.*

M-3 Article 49 Notice for Moves: Same as M-2.

*M-3 Note: The purpose of these negotiations is the negotiate the impact and implementation of space sharing.*

U-4 Article 49 Notice for Moves: When space sharing is implemented in any Headquarters office or any regional/field office, Management shall provide the affected Local with an Article 49 notice that identifies all employees affected by a change from an assigned permanent workstation to shared workstations or a move from one permanent workstation to another and all information required by Article 49, Section 49.03(5) and pursuant to Article 57, including but not limited to Section 57.02. Management shall identify the location of each affected employee’s locking storage unit on the new floor plans required by Section 49.03(5)(e). Management shall complete all local notice and bargaining obligations before implementing any space management changes.

*U-4 Note: Management’s M-1 and M-2 show bad faith if Management refuses to provide notice of and identify only changes from one permanent workstation to another. Article 49, which was agreed upon 8 years ago, did not anticipate moves that involve shared workspaces and storage lockers, so this proposal addresses the new considerations that arise from space sharing. M-3 Note is inaccurate as space issues are substantively negotiable and not limited to impact and implementation, unless the Agency could prove that the means and methods of space sharing are essential to fulfilling the Agency’s mission or for security.*

M-4 Article 49 Notice for Moves: Same as M-2.

*M-4 Note: The purpose of these negotiations is to negotiate the impact and implementation of space sharing, so that the parties can implement desking sharing without requiring local bargaining for a specific location. It is understood that office reconfigurations, reductions, and relocations will require an Article 49 notice to the Union.*

U-5 Article 49 Notice for Moves: Management shall comply with Article 57, Section 57.02, Notification to Union of Space Change, which requires notification to and negotiation with the Union at the local level whenever Management decides to alter space. When space sharing is implemented in any Headquarters office or any regional/field office, Management shall provide the affected Local with an Article 49 notice such as that issued for moves. As required by Article 49, Section 49.03(5), Moves, Subsection (c), the notice shall identify all affected employees who will be moved from their original workstation/private office to either another assigned workstation/private office or to shared workstations/private offices. Management shall also identify the location of each affected employee’s locking storage unit on the new floor plans required by Section 49.03(5)(e). Management agrees to complete all local notice and bargaining obligations as required by Articles 36, 49, and 57 before implementing any space management changes.

*U-5 Notes: (1) These negotiations are about more than the impact and implementation as space issues are substantively negotiable (see U-4 Note above). We are negotiating broad policies, many of which Management has not fully developed and which may be implemented differently in different places. Local bargaining will be over specific implementation/moves in a given location. (2) The Union does not agree to waive its right to bargain specific Local space changes as they are implemented. See CBA at Article 36, Section 36.04(a); Article 49, Section 49.03(3); and Article 57, Section 57.02(2). (3) If Management understands, as stated in its M-4 Note, that “office reconfigurations, reductions, and relocations will require an Article 49 notice to the Union,” what is Management’s objection to this? This simply requires Management to agree that implementing space sharing is a “space change” as stated in Article 57.*

M-5 Article 49 Notice for Moves: Same as M-2.

*M-5 Note: We’re negotiating shared space at the national level. In some locations, there will be no alteration to space. If there is a reconfiguration or office relocation, Management will comply with Article 49 of the CBA.*

**U-6 Article 49 Notices for Local Implementation: The Parties recognize that the actual implementation of space sharing is a change in conditions of employment. Before implementing space sharing in any Headquarters office or any regional/field office, Management shall provide the affected Local with an Article 49 notice such as that issued for moves that identifies all affected employees who will be moved from their original workstation/private office to either another assigned workstation/private office or to shared workstations/private offices, that includes before and after floor plans showing assigned workstations, hoteling workstations, and hot desks, as well as identifying the location of each affected employee’s newly assigned locking storage unit. Management shall also provide affected Locals with Article 49 notice of any proposed changes to the designation of any workspace, such as from permanently assigned to hoteling or hot desking, from hoteling to hot desking or the reverse, or from hoteling/hot desking to permanently assigned. If Management plans to permanently assign a formerly shared workstation as a reasonable accommodation, Management shall notify the Union as soon as the decision is made.**

*U-6 Note: We are not negotiating the local impact of shared space but rather the national policies proposed by the new Chapter 13. The Union does not waive its rights under the CBA and Supplements. Article 57 requires local negotiation of all proposed space alterations. Conversion to space sharing is a space alteration. This negotiation is not providing the Union with the lists of employees who may be affected at some point in the future, the location of their lockers, and other information specific to the local implementation of space sharing. Management’s claim in M-5 Note that implementation of space sharing may not involve any space alteration in some locations is nonsense, as any implementation requires the installation and assignment of lockers, at a minimum. Additionally, if employees are moved from permanently assigned workstations to hoteling workstations located throughout a field office or HQ program office, that is an alteration to the space in that office.*

20. U-1 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee

moves shall identify the workspace that is permanently assigned and to whom, available for hoteling, and available for hot desking. If the implementation is part of a national pilot or other national effort, bargaining may be done at the national rather than the local level, at the Union’s discretion.

M-1 Floor Plans: If an Article 49 is required for space moves in accordance with the CBA, floor plans will identify workstations that are permanently assigned and to whom, and all workstations that are not permanently assigned will be used for shared space arrangements.

U-2 Floor Plans: Same as U-1

M-2 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workspace that is permanently assigned and to who, available for hoteling, and available for hot desking.

U-3 Floor Plans: Same as U-1.

*U-3 Note: Management has failed to explain why it wants to omit the statement about bargaining on the national level for any implementation that is part of a national effort; it would appear to be to Management’s advantage. If Management takes no action that can be considered a national effort, then the statement would simply not have any effect.*

M-3 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workstation that is permanently assigned and to who, available for hoteling, and available for hot desking.

U-4 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workspace that is permanently assigned and to whom, that which is available for hoteling, and the workspace available for hot desking, along with the locations and assignments of storage lockers.

*U-4 Note: Corrected grammar from M-3, added mention of storage lockers to be consistent with #19 above.*

M-4 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workstation that is permanently assigned and to whom, that which is available for hoteling, and the workstation available for hot desking, along with the locations of storage lockers.

*M-4 Note: The floor plans will identify where the lockers are located. Lockers will be assigned.*

U-5 Floor Plans: Same as U-4.

*U-5 Note: Management needs to identify to whom each locker is assigned, just as it identifies to whom workstations are identified. There is no reason to exclude that information.*

M-5 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workstation that is permanently assigned and to whom, that which is available for hoteling, and the workstation available for hot desking, along with the locations of storage lockers. A table will be provided denoting assignment of lockers to individual employees.

**U-6 Floor Plans: The floor plans provided in the Article 49 Notices for specific employee moves shall identify the workspace that is permanently assigned and to whom, that which is available for hoteling, and the workspace available for hot desking, along with the locations of storage lockers. Management will provide with the floor plans a table that denotes the assignment of lockers to individual employees.**

*U-6 Note: The Union accepts Management’s idea of a table and changed the statement slightly to put it in the active voice.*

21. Location of Workstations: Workstations designated for use by bargaining unit employees,

whether permanently assigned or designated as shared space, shall be located by windows to maximize the natural light available to the bargaining unit. Managers’ and supervisors’ offices and conference/meeting rooms shall be located in central or core areas to ensure they do not block light.

M-1 Natural Light in Space Design: When designing space, Management agrees to maximize natural light within the space.

U-2 Location of Workstations: Same as U-1

M-2 Location of Workstations: Same as M-1

M-2 Note: Every location is unique and Management strives to maximize natural lighting throughout the space as the layout permits.

U-3 Location of Workstations: When designing space or implementing shared space, Management shall maximize natural light available to bargaining unit employees within the space. Management shall not block bargaining unit employees’ exposure to natural light by locating managers’ and supervisors’ offices and conference/meeting rooms next to windows. Management shall comply with all local supplements that require bargaining unit employees’ workstations to be located by windows.

*U-3 Note: Management’s proposal to “maximize natural light within the space” does not say who benefits. Management might maximize the natural light for the benefit of supervisors while minimizing the light available to most bargaining unit employees.*

M-3 Location of Workstations: When designing space, Management shall maximize natural light available to bargaining unit employees within the space. This is contingent on the unique floor plans of offices in projected locations. Management shall comply with all local supplements that require bargaining unit employees’ workstations to be located by windows.

**U-4 Agreed.**

22. U-1 Permanently Assigned Workstations: The designation of some workstations as hoteling

or hot desking space shall not require any current employees who are entitled to permanently assigned workstations to move.

M-1 Permanently Assigned Workstations: To the extent possible, the designation of some workstations as hoteling or hot desking space shall not require any current employees who are entitled to permanently assigned workstations to move.

U-2: Permanently Assigned Workstations: Same as U-1

U-2 Note: Hell to the No to weasel-worded “to the extent possible.” Management is being ridiculous not agreeing to this low-hanging fruit.

M-2 Permanently Assigned Workstations: To the extent possible, the designation of some workstations as hoteling or hot desking space shall not require any current employees who are entitled to permanently assigned workstations to move.

U-3 Permanently Assigned Workstations: The designation of some workstations as hoteling or hot desking space shall not require any current employees who are entitled to permanently assigned workstations to move, unless there is an organizational move or redesign of the organization’s space.

*U-3 Note: Management’s phrase “to the extent possible” is too vague. The Union has attempted to address a possible situation where employees with permanently assigned workstations might have to move.*

M-3 Permanently Assigned Workstations: Same as M-2

*M-3 Note: Any employee who is entitled to a permanent workstation will be provided one when it is needed.*

U-4 Permanently Assigned Workstations: Same as U-3.

*U-4 Note: See U-3 Note. Management’s M-3 Note fails to explain why U-3 is unacceptable. M-3 did not identify any other possible circumstances that might require an employee to move from one permanent workstation to another, other than managerial whim.*

M-4 Permanently Assigned Workstations: Same as M-3.

*M-4 Note: Management cannot predict situations that may result in moving an employee. It is our view that any potential needed move will be rare; however, the Union’s proposed language handicaps Management from making any necessary changes.*

U-5 Permanently Assigned Workstations: The designation of some workstations as hoteling or hot desking space shall not require any current employees who are entitled to permanently assigned workstations to move, unless such moves are necessary for the efficiency of the organization, due to an organizational move or redesign of the organization’s space, or for a similar business-related reason.

*U-5 Note: The Union has attempted to provide Management with the flexibility it requires while avoiding moves based on supervisor’s favoritism or other non-business reasons.*

**M-5 Permanently Assigned Workstations: Agree.**

23. U-1 No Sharing of Permanently Assigned Workspace: Management shall not use any

workstation permanently assigned to an employee as temporary hoteling or hot desking workspace, even if the employee has scheduled absences such as due to leave, training, or travel.

M-1 No Sharing of Permanently Assigned Workstation: To the extent possible, Management shall not use any workstation permanently assigned to an employee as temporary hoteling or hot desking workspace, even if the employee has scheduled absences such as due to leave, training, or travel.

U-2 No Sharing of Permanently Assigned Workspace: Same as U-1

U-2 Note: This is bad-faith bargaining as management already agreed in its Counterproposal #8 that permanent workstations would not be part of the hoteling and hot desking reservation system. And once again, Hell to the No to weasel-worded “to the extent possible.”

M-2 No Sharing of Permanently Assigned Workstation: To the extent possible, Management shall not use any workstation permanently assigned to an employee as temporary hoteling or hot desking workspace, even if the employee has scheduled absences such as due to leave, training, or travel.

M-2 Note: Management must be able to plan for unforeseen circumstances that may require temporary use of an unoccupied assigned workstation.

U-3 No Sharing of Permanently Assigned Workspace: Same as U-1.

*U-3 Note: Management assured the Union verbally that there would be sufficient workstations based on maximum occupancy days. Management’s proposal makes a mockery out of the idea of “permanently assigned” workstations. Management’s “to the extent possible” violates Article 57, Section 57.04(2)(b) as amended by Supplement 35: “Management shall provide any bargaining unit employee who regularly works at least six (6) days per pay period in a HUD office with an assigned permanent workstation.” That provision does not limit the “permanent assignment” to the days the employee is scheduled to be in the office.*

M-3 No Sharing of Permanently Assigned Workstation: Barring any unforeseen circumstances that affects the office, Management shall not use any workstation permanently assigned to an employee as a temporary hotel or hot desk, even if the employee has scheduled absences such as due to leave, training, or travel.

*M-3 Note: Management must be able to plan for unforeseen circumstances that may require temporary use of an unoccupied assigned workstation. For example, the recent flooding in the Fort Worth Regional Office which required the use of unoccupied assigned workstations.*

U-4 No Management-Directed Sharing of Permanently Assigned Workstation: Barring any unforeseen emergency circumstances that affect an office (e.g., flooding that prohibits use of certain work areas), Management shall not use any workstation permanently assigned to an employee as a temporary hoteling or hot desking workstation, even if the employee has scheduled absences such as due to leave, training, or travel. Management agrees that bringing new employees onboard, which is foreseeable and over which management has control, does not constitute unforeseen circumstances.

*U-4 Note: The Union modified the title of this proposal to distinguish it from #10, Jointly Assigned Permanent Workstations. The Union accepts that emergencies may occur and modified the language to acknowledge that. The Union wants to clarify that bringing new employees onboard when there is no space available for them does not constitute “unforeseen” circumstances.*

M-4 No Sharing of Permanently Assigned Workstation: Barring any unforeseen emergency circumstances that affects an office (e.g., flooding that prohibits use of certain work areas), Management shall not use any workstation permanently assigned to an employee as a temporary hoteling or hot desking workstation, even if the employee has scheduled absences such as due to leave, training, or travel.

U-5 No Sharing of Permanently Assigned Workstation: Same as U-4.

*U-5 Note: Management has not explained its objection to the Union’s last sentence, or why it thinks that bringing new employees onboard may be an unforeseen circumstance. The Union reminds Management that forcing employees with permanently assigned workstations to share space under any circumstances would be a violation of Article 57, Section 57.04(3)(d), as amended by Supplement 35.*

**M-5 No Sharing of Permanently Assigned Workstation: Agree.**

24. U-1 Permanently Vacated Premium Workstation: If permanently assigned high-demand or

premium workspace (e.g., workspace with windows or with doors) is permanently vacated, management shall not use that space for hoteling or hot desking prior to offering the space to other employees eligible for permanently assigned space. Management shall issue an Article 49 notice to the Local Union whenever Management plans to move employees from one workstation to another.

M-1 Permanently Vacated Premium Workstation: If permanently assigned window workstations are vacated, Management may consider reassigning another employee entitled to a permanent workstation into it, if practical.

U-2 Permanently Vacated Premium Workstation: Same as U-1

U-2 Note: The Union is not going to agree to weasel-worded language; you could have accepted this low-hanging fruit.

M-2 Permanently Vacated Premium Workstation: If permanently assigned window workstations are vacated, Management will consider reassigning another employee entitled to a permanent workstation into it, if practical. Management will comply with Article 49.

U-3 Permanently Vacated Premium Workstation: If permanently assigned high-demand or premium workspace (e.g., workspace with windows or with doors) is permanently vacated, Management shall first offer the space to other employees eligible for permanently assigned space before converting it to shared space. Management shall handle the space in accordance with local agreements and past practices, including offering the space to other employees eligible for permanently assigned space on whatever basis (e.g., seniority) has been used to select workstations in the past. Management shall issue an Article 49 notice to the Local Union whenever Management plans to move employees from one workstation to another or changes the conditions of employment by converting a permanently assigned workstation to shared space.

*U-3 Note: Management has nothing to lose by agreeing to this. If an employee entitled to permanently assigned space moves from their current workstation to the preferred workstation, Management will still have a vacant workstation in the end. Management gains no advantage by converting a premium workstation vs. a less desirable workstation to shared space. Furthermore, in many locations, Management has traditionally handled all vacancies in this manner, allowing employees in order of seniority to move around if they wish to do so. Management’s objection to this proposal makes it clear that Management is seeking unlimited control even in situations where Management can offer no-cost benefits to employees without any loss of benefit to the Agency.*

M-3 Permanently Vacated Premium Workstation: Same as M-2

*M-3 Note: Management does not want to be required to issue an Article 49 every time a window workstation is vacant. If management decides to make a move, an Article 49 will be issued in accordance with the CBA.* *Management agrees to comply with Article 49.*

U-4: Permanently Vacated Premium Workstation: If permanently assigned high-demand or premium workspace (e.g., workspace with windows or with doors) is permanently vacated, Management shall first offer the space to other employees eligible for permanently assigned space before converting it to shared space. Management shall handle the space in accordance with local agreements and past practices, including offering the space to other employees eligible for permanently assigned space on whatever basis (e.g., seniority) has been used to select workstations in the past. Management shall issue an Article 49 notice to the Local Union whenever Management plans to move employees from one workstation to another or changes the conditions of employment by converting a permanently assigned workstation to shared space.

*U-4 Note: Management’s M-3 Note does not explain what Management will do with a vacated premium workstation. Management has the option of leaving it empty (contrary to good space management policy) or either converting it to shared space or assigning it to another employee. Both of those last two options require Article 49 notices. The Union does not waive its right to be notified about any changes in conditions of employment. Management currently issues an Article 49 notice when a premium workstation becomes vacant and another employee wishes to be moved into it, so it is unclear why Management objects to that. The Union’s interactions in such cases have been minimal and amicable, merely to ensure that such space is handled in accordance with local practices (e.g., offered by seniority, not favoritism), and such notices do not typically result in negotiated agreements.*

M-4 Permanently Vacated Premium Workstation: If permanently assigned high-demand or premium workspace (e.g., workspace with windows or with doors) is permanently vacated, Management shall first offer the space to other employees eligible for permanently assigned space before converting it to shared space. Management agrees to comply with Article 49.

*M-4 Note: Each time an Article 49 notice is issued, the matter is negotiable.*

**U-5** **Permanently Vacated Premium Workstation: Agree**

25. U-1 Core Days: Management shall not implement hoteling or hot desking for any office that

requires all employees to come in on the same core day as Management is required to provide sufficient workstations/cubicles (or private offices if applicable) to accommodate the planned maximum occupancy pattern (see Supplement 35, section 8).

M-1 Sufficient Space: Management will ensure that there will be sufficient seating for all employees who come into the office on any given day.

U-2 Sufficient Space: Management will ensure that there will be sufficient workstations/cubicles for all employees who come into the office on any given day. This includes employees regularly scheduled to work in the office on that day and those who may have been directed to change their in-office day and/or report to the HUD office.

M-2 Sufficient Space: Management will ensure that there will be sufficient seating for all employees who come into the office on any given day, to include cubicles, hot desks, and collaboration spaces.

U-3 Sufficient Space: Management will ensure that there are sufficient permanently assigned and reserved workstations/cubicles (or private offices, if applicable) within a specific office, work unit, or organization 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) as amended by Supplement 35. This includes employees regularly scheduled to work in the office on that day and employees who have been directed by Management to change their in-office day and/or report to the HUD office. In accordance with Article 57, Section 57.04(3)(e) as amended by Supplement 35, when an employee chooses to modify or terminate a Flexiplace arrangement, the employee may need to use hoteling or hot desking temporarily.

*U-3 Note: Management’s proposal contradicts Management’s verbal assurances that employees would not have to use hot desks; that hot desks were only for visitors. The Union’s revised language is consistent with the requirements of Supplement 35. If a change to an employee’s schedule is at Management’s direction, Management must ensure that an appropriate workstation (e.g., permanently assigned or hoteling) is available before implementing the change; if it is the employee’s choice, the employee may have to use hot desking temporarily.*

M-3 Sufficient Space: Management will ensure that there are sufficient permanently assigned or shared workstations/cubicles, (and private offices, if applicable) within a specific office, work unit, or organization 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) as amended by Supplement 35. This includes employees regularly scheduled to work in the office on that day. Employees who are directed to report to the office by their manager or supervisor may need to use hot desks. In accordance with Article 57, Section 57.04(3)(e) as amended by Supplement 35, when an employee chooses to modify or terminate a Flexiplace arrangement, the employee may need to use hoteling or hot desking temporarily.

U-4 Sufficient Space: Sufficient space shall mean that there is one permanently assigned or hoteling workspace available within a field office location or a Headquarters program area for each employee required to report to work in a HUD office at any given time. Management will ensure that there are sufficient permanently assigned and reservable workstations/cubicles (or private offices, if applicable) within a field office location or Headquarters program office for all employees scheduled and required to come into the office on any given day in accordance with Article 57, Section 57.04(3)(b) as amended by Supplement 35. This includes employees regularly scheduled to work in the office on that day. It also includes employees who have been directed by Management to change their in-office day and/or report to the HUD office, although in emergency or mission-critical situations when such an employee’s presence cannot be scheduled on a different day, the employee may need to use a hot desk. In accordance with Article 57, Section 57.04(3)(e) as amended by Supplement 35, when an employee chooses to modify or terminate a Flexiplace arrangement, the employee may need to use hoteling or hot desking temporarily.

*U-4 Note: See U-3 Note. Management’s “slight tweak” contradicts what Management has assured the Union during our negotiating sessions, when Management stated unequivocally that there would be sufficient workspace for all employees. If Management wants to have an employee come into the office on a day when the employee usually does not, Management must ensure that the employee can reserve a workstation before coming in. The Union modified its language to adjust to emergency or mission-critical situations. It would be inappropriate to leave the employee’s seating assignment for the day to random chance of what may or may not be available among the hot desks, especially if their presence is deemed necessary by Management; additionally, the employee will be at a disadvantage because management proposes to provide less equipment at the hot desks than at the reserved workstations.*

M-4 Sufficient Space: Same as M-3.

*M-4 Note: Management is not contradicting anything, all employees that are required to report to a HUD office will have a workstation that could be a permanent workstation, shared workstation, or hot desk.*

U-5 Sufficient Space: Management shall ensure that there is sufficient space available for all employees required to report to a HUD office at any given time. Sufficient space shall mean that there is one permanently assigned or hoteling workstation, or private office when applicable, available within a field office location or a Headquarters program area for each employee required to report to work at that time.

*U-5 Note: The Union has significantly reduced its proposal. Given the inadequate nature of hot desks, as Management proposes to configure them at a fraction of the size of other workstations and without monitors, keyboards, or mice, the Union does not agree to having bargaining unit employees work at hot desks. That would violate our current CBA’s requirements that employees have at least 52.5 square feet and be treated fairly and equitably—which would mean everyone gets the same equipment.*

M-5 Sufficient Space: Same as M-3.

**U-6 Sufficient Space: Management shall ensure that there is sufficient space available for all employees required to report to a HUD office at any given time. Sufficient space shall mean that there is one permanently assigned or hoteling workstation, or private office when applicable, available within a field office location or a Headquarters Program Office for each employee required to report to work at that time. Except in emergency or mission-critical situations when an employee’s presence cannot be scheduled on a different day, bargaining unit employees shall not be required to use hot desks unless the hot desks meet the same specifications as hoteling desks in terms of size and furnishings.** **In accordance with Article 57, Section 57.04(3)(e) as amended by Supplement 35, when an employee chooses to modify or terminate a Flexiplace arrangement, the employee may need to use hoteling or hot desking temporarily.**

*U-6 Note: The Union has provided an exception for emergency situations. One problem with Management’s proposal (“*Employees who are directed to report to the office by their manager or supervisor may need to use hot desks.”) *is that an “directed to report” employee who does not regularly work on a given day may reserve a hoteling workstation, while an employee who is scheduled to work that day may be stuck with a hot desk.*

26. U-1 Co-location of Shared Workstations: Management shall ensure that there are sufficient

shared workstations within an employee’s assigned office/organization/work unit for all employees who are scheduled to report to the office on any given day. This includes employees regularly scheduled to work in the office on that day and those who may have been directed to change their in-office day.

M-1 Co-location of Shared Workstations**:** Delete. Covered by Item 25 above.

U-2 Co-location of Shared Workstations: Agree to withdraw if Management accepts Union’s counterproposal for #25 above.

M-2 Co-location of Shared Workstations: Delete. Covered by Item 25 above.

U-3 Co-location of Shared Workstations: Agree to withdraw if Management accepts Union’s counterproposal for #25 above.

*U-3 Note: #25 did not include reference to the location of workstations (within a specific office) until U-3. If Management accepts #25 U-3, the Union will withdraw #26.*

M-3 Co-location of Shared Workstations: Delete. Covered by Item 25 above.

*M-3 Note: With a slight tweak, we can accept Union’s proposal in item 25 above.*

U-4 Co-location of Shared Workstations: If Management accepts U-4 for #25, the Union will agree to delete #26.

*U-4 Note: Management appears to continue to attempt to chip away at any appearance of providing workstations that are sufficient in terms of quantity, size, and amenities in a shared-space environment. The Union has offered a compromise in #25 to allow for urgent situations but is unwilling to agree to routinely having employees who are ordered to work at a HUD office on unscheduled days being forced to work at inadequately furnished/sized/located hot desks.*

M-4 Co-location of Shared Workstations: Same as M-3.

*M-4 Note: In limited circumstances, if an employee is asked to report to the office other than their routine day, in most cases a hoteling station may be available.*

U-5 Co-location of Shared Workstations: Same as U-1.

*U-5 Note: Management declined to accept the Union’s offer to withdraw this if Management accepted the Union’s U-4 for #25.*

M-5 Co-location of Shared Workstations: Same as M-3.

**U-6 Withdrawn.**

27. U-1 Size of Shared Workstations: In accordance with the CBA and Supplement 35, all shared

workstations must provide at least 52.5 square feet per person, regardless of whether they are permanently assigned, used for hoteling, or used for hot desking.

M-1 Size of Shared Workstations:Shared workstations provided for hoteling will be 42 to 45 square feet and workstations provided for hot desking will provide up to 36 inches of work surface.

U-2 Size of Shared Workstations: In accordance with the CBA and Supplement 35, all shared workstations must provide at least 52.5 square feet per person up to 61.25 square feet, regardless of whether they are permanently assigned, used for hoteling, or used for hot desking.

U-2 Note: Union has no room for movement on this issue as it is covered-by Article 57, Section 57.04(3)(b) and Supplement 35, Section 8 (paragraph b). Management’s prior version of Chapter 13 expressly defined workspace as, “Individual work areas (including desk sharing, hot-desking, or hoteling), typically private offices or workstations as further defined below.” (p. 13-6). No where does it say the employee’s workspace or workstation includes aisles or common areas. Under the plain meaning of language contract interpretation standard, clear language means what it says.

M-2 Size of Shared Workstations:Shared workstations provided for hoteling will be 45 to 49 square feet and workstations provided for hot desking will provide up to 36 inches of work surface.

U-3 Size of Shared Workstations: In accordance with the CBA, Article 57.04(3)(b) as amended by Supplement 35, all workspaces allocated to bargaining unit employees shall be at least 52.5 square feet per person up to 61.25 square feet, regardless of whether they are permanently assigned, used for hoteling, or used for hot desking. Consistent with the Parties’ previous shared understanding of the terms “workstation” and “workspace,” measurements of the size of shared workstations or workspace shall not include aisles, common areas, or circulation space.

*U-3 Note: See U-2 Note. The Union considers the Agency’s attempt to force the Union to waive previous agreements to be an act of bad faith. It is also an act of bad faith to attempt to impose a unilateral change to the definition of a term previously used by the Parties. Previous agreements made no exceptions for the type of space (permanently assigned, shared, reserved, or unreserved) occupied by bargaining unit employees.*

M-3 Size of Shared Workstations: Management proposes to delete this proposal and revert back to the current Chapter 13. Please see M-3 under Item 6d above.

U-4 Size of Shared Workstations: Same as U-3.

*U-4 Note: The M-3 counter to proposal 6.d. does not address the size of workstations. It only offers to retain some of the pages in the current Chapter 13, which do not necessarily comply with the terms of the CBA, and which include GSA definitions that the Parties have never used in bargaining. Given the bad faith that Management has shown throughout these negotiations, including by attempting to change definitions, reduce the size of workspace allotted to employees, and create different tiers of workstations (reservable workstations being larger and better equipped than hot desks), the Union considers it essential to spell out the minimum size of all shared workstations in accordance with the terms of the CBA. We consider it bad faith for Management to refuse to acknowledge their obligations under the CBA.*

M-4 Size of Shared Workstations: Same as M-3.

U-5 Size of Shared Workstations: Same as U-3.

*U-5 Note: Management failed to address the issues raised in U-4 Note.*

M-5 Size of Shared Workstations: Same as M-3.

*M-5 Note: Management proposes to revert back to the existing Chapter 13; therefore, as we currently do workstation sizes are negotiated at the local level. There is currently no standard/fixed size to workstations.*

**U-6 Size of Shared Workstaions. Same as U-3.**

*U-6 Note: Under our CBA, the minimum size of any workstation is no less than 52.5 square feet. Any local agreement to less than 52.5 square feet violates Article 50: “Section 50.01 – General. The parties agree that any supplements to this Agreement* ***shall not delete, modify, or otherwise nullify any provision, policy, or procedure in this Agreement; nor shall any provision in a supplement be in conflict with . . . any provision of this Agreement****.”)*

28. U-1 Size of Work Surface/Desk: All employees shall be provided work surfaces that are no

less than 60 inches long (left to right) and 36 inches deep (front to back).

M-1Size of Work Surface/Desk:Hoteling and permanent workstations shall be equipped with work surfaces that are no less than 60 inches long. Hot desks will have up to 36 inches of work surface.

U-2 Size of Work Surface/Desk: Same as U-1

U-2 Note: Union has no room for movement on this issue as it is covered-by Article 57, Section 57.04(3)(b) and Supplement 35, Section 8 (paragraph b). Management’s prior version of Chapter 13 expressly defined workspace as, “Individual work areas (including desk sharing, hot-desking, or hoteling), typically private offices or workstations as further defined below.” (p. 13-6). No where does it say the employee’s workspace or workstation includes aisles or common areas. Under the plain meaning of language contract interpretation standard, clear language means what it says.

M-2Size of Work Surface/Desk:Hoteling and permanent workstations shall be equipped with work surfaces that are no less than 60 inches long. Hot desks will have up to 36 inches of work surface.

M-2 Note: Generally, work surfaces are 30 inches deep; however, there could be a combination of 30 and 24 inch work surfaces.

U-3 Size of Work Surface/Desk: Same as U-1.

*U-3 Note: Management has not specified whether what it claims is the norm for the depth of works surfaces is based on what employees currently have or what Management intends to provide. Additionally, Management has presented no justification for subjecting some employees to miniscule hot desks. In addition to all the other arguments presented above, this would result in disparate treatment in violation of Article 6, Section 6.01 (“Employees shall be treated fairly and equitably in the administration of this Agreement and in policies and practices concerning conditions of employment”). As the Union noted above, Management has failed to provide comprehensive policy statements that explain when, under what circumstances, and how many hot desks would be deployed. It is insufficient to claim that the number of hot desks is subject to local bargaining, when the Union is seeking Management’s overall national policy for how it will make local decisions.*

M-3 Size of Work Surface/Desk: Management proposes to delete this proposal and revert back to the current Chapter 13. Please see M-3 under Item 6d above.

U-4 Size of Work Surface/Desk: Same as U-1.

*U-4 Note: See U-3 Note and the U-4 Note to Proposal #27.*

M-4 Size of Work Surface/Desk: Same as M-3.

U-5 Size of Work Surface/Desk: Same as U-1.

*U-5 Note: See U-3 Note and the U-4 Note to Proposal #27.*

M-5 Size of Work Surface/Desk: Same as M-3.

**U-6 Size of Work Surface/Desk: All employees shall be provided work surfaces that are no less than 60 inches long (left to right) and 30 inches deep (front to back). Bargaining unit employees shall not be required to work at any workstation that does not have the same specifications as permanently assigned and hoteling workstations.**

*U-6 Note: The Union has accepted, despite lack of any evidence from Management, the typical depth of a workstation.*

29. U-1 Access to Locking Storage: Shared workstations must include access to locking storage

in accordance with Supplement 35.

**M-1 Access to Locking Storage: Agree.**

30. U-1 Workstation Equipment: Management shall provide to all employees, whether assigned

to a permanent or shared workstation, two (2) monitors of at least 23 inches each, one (1) keyboard, one (1) mouse, a desk phone, and locked storage that conforms to the requirements of Supplement 35, Section 9. If the specifications for equipment routinely provided to employees assigned to permanent workstations are improved, management shall provide the same improvements to shared workstations.

M-1:Workstation Equipment:Management will provide the following equipment at shared workstations. Hoteling locations will include two (2) monitors, one (1) keyboard, and one (1) mouse. Hot desking locations will include one connection to the network.

U-2 1 Workstation Equipment: Same as U-1

U-2 Note: The Union has no room for movement on this issue. HUD laptops have really small screens and keyboards that can adversely affect the vision of employees over 40; many employees work slower and are not as productive without adequate equipment such as monitors, larger keyboards, and mouses.

M-2 Workstation Equipment: Management will provide the following equipment at shared workstations. Hoteling locations will include two (2) monitors, one (1) keyboard, and one (1) mouse. Hot desking locations will include one connection to the network.

M-2 Note: Hot desks are intended to be used infrequently by employees who would occasionally come into the office, such as a remote worker coming into the office for a specific reason.

U-3 Workstation Equipment: Same as U-1.

*U-3 Note: Management’s explanation in M-2 Note is inadequate as teleworking employees come into the office “infrequently” but regularly. If a remote worker comes into the office for a specific reason, the employee still needs to be able to perform work efficiently and effectively. Given the relatively low cost of monitors, keyboards, etc., Management is sacrificing productivity for minimal savings. See also Union Notes above regarding hot desks.*

M-3 Workstation Equipment: Same as M-2

*M-3 Note: The majority of employees currently teleworking use their laptops when working from home.*

U-4 Workstation Equipment: Same as U-1.

*U-4 Note: Management’s M-3 explanation makes no sense: (1) Management does not actually know how many employees exclusively use their HUD-issued 13-inch laptops when working from home. (2) Management provided two 23-inch monitors, a keyboard, and a mouse to make working with the laptop in the office more efficient, effective, and productive. (3) Management permitted employees to take home one of their 23-inch monitors to assist employees during mandatory telework under the Covid emergency. (4) Employees are permitted to use personal equipment under the CBA; they are not limited to their 13-inch laptop. (5) Working from home is not the same situation as working at a hot desk in a HUD office; Management’s goal should be to facilitate productivity. (6) The only employees expected to use hot desks are those ordered in on an unscheduled day by their managers when there are no reserved workspaces available, or those forced to come in due to situations such as computer failures; such employees should have all the benefits of every other employee, in accordance with Article 6, Section 6.01. (7) This is a prime example of HUD being “penny-wise and pound-foolish:” Providing the same equipment on hot desks as on reserved workspaces would cost the Agency approximately $50 per year, based on an investment of under $250 (monitors cost $100 or less, keyboards about $12, and mice under $10) and assuming the equipment will be useful for at least 5 years. This is a foolish savings as the average Salary and Expense cost per employee is over $105/hour, based on 2023 budget data (https://www.hud.gov/sites/dfiles/CFO/documents/2023\_BudgetInBriefFINAL.pdf). Thus, if the lack of monitors and other peripherals slows down employees’ productivity by even 1 hour (e.g., fatigue, eyestrain, inability to see complete charts and tables or effectively use multiple documents) when they have to use only their laptop in the office, it could amount to over $1200/year per affected person, assuming this happens only once a month. Even if it happens only once a year, that is still twice the cost of having the equipment.*

M-4 Workstation Equipment: Management will provide the following equipment at shared workstations. Hoteling locations will include two (2) monitors, one (1) keyboard, and one (1) mouse. Hot desking locations will include one connection to the network. Where feasible, hot desking locations will also include one (1) monitor.

*M-4 Note: Employees will have the option of bringing their keyboard and mouse with them, if they choose to.*

U-5 Workstation Equipment: Same as U-1.

*U-5 Notes: (1) Management is now adding to the equipment employees must haul into the HUD office. At one time, Management provided all the equipment in the office that employees needed to use. Then Management converted to laptop computers and required employees to carry them back and forth on their commutes. Now management proposes to have employees also carry keyboards and mice with their laptops in order to ensure they have the means of working efficiently. (2) Management is using its usual meaningless weaselly language of “where feasible.” Where would it NOT be feasible to provide monitors? (3) Management has failed to explain why it is in the Agency’s interest to provide an inefficient working environment.*

**M-5 Workstation Equipment: Same as M-4.**

*M-5 Note: If an employee wishes to have a keyboard and mouse for use at a hot desk, they have the option of bringing their keyboard and mouse or use their laptop at the hot desk. Management’s proposal is for the specific equipment mentioned above for hoteling and hot desking.*

**U-6 Workstation Equipment: Management shall provide to all bargaining unit employees two (2) monitors; one (1) keyboard; one (1) mouse; a desk phone, HUD-issued cell phone, or soft phone application with a headset or portable USB handset that works with a laptop; and locked storage (for those employees who do not have a permanently assigned workstation) that conforms to the requirements of Supplement 35, Section 9. If the specifications for equipment routinely provided to employees assigned to permanent workstations are improved, Management shall provide the same improvements to shared workstations.**

*U-6 Note: The Union is not telling Management what equipment to provide at what type of workstation, simply stating the equipment that Management currently deems necessary for employees to work effectively and efficiently. The Union has also included the option of a soft phone system provided that employees are given either a headset or handset so that we don’t have dozens/hundreds of personnel using their laptop mics and speakers, which would disrupt the office. Section 4 of Executive Order 14003 orders the Agency to bargain technology, methods and means of performing work in 5 U.S.C. Section 7106(b)(1): "Ensuring the Right to Engage in Collective Bargaining. The head of each agency subject to the provisions of chapter 71 of title 5, United States Code, shall elect to negotiate over the subjects set forth in 5 U.S.C. 7106(b)(1) and shall instruct subordinate officials to do the same."*

31. U-1 Telephones: Should it prove impractical to provide a floating phone number (i.e., a

phone number assigned to the employee rather than the workstation; for example, a system where an employee enters the employee’s unique code into the telephone at a shared workstation, which will direct all calls to the employee’s assigned phone number to that phone set) to use with desk phones at shared workstations, Management shall provide all employees who use those hotel/hot desk workstations with a government-issued cell phone.

M-1Telephones:Employees will be provided with a soft phone application on their HUD-issued equipment that can be used at any workplace.

U-2 Telephones: Same as U-1

U-2 Note: Employees are not obligated to use their personal cell phones for work; a soft phone application would obligate employees to use their personal cell phones for work. Management either has to provide telephones at all hoteling and hot-desking workstations or provide employees government-issued cell phones. The Union will **NOT** agree to obligate employees to use their personal cell phones in a labor contract with the Agency.

M-2 Telephones:Employees will be provided with a soft phone application on their HUD-issued equipment that can be used at any workplace to make and receive phone calls. HUD employees will not be required to use their personal cell phones.

U-3 Telephones: Same as U-1.

*U-3 Note: Management has not provided the Union with an Article 49 notice about providing softphone applications in lieu of desktop telephones. As softphone applications are run on computers, does Management envision all employees simultaneously conducting phone calls with the equivalent of everyone using speaker mode at the same time? Is Management proposing to provide all employees with headphones/earbuds and microphones? The Union requires more complete information about how such a system would work before providing any counterproposal other than Same as U-1.*

M-3 Telephones: Employees will be provided with a soft phone application on their HUD-issued equipment that can be used at any workplace to make and receive phone calls. HUD employees will not be required to use their personal cell phones. In the event a soft phone is not available at a location, desk phones will be provided at all permanent and hoteling workstations.

U-4 Telephones: Before issuing soft phone applications to employees for their HUD-issued equipment, Management shall provide an Article 49 notice to the Union, a demonstration of how the software and any associated equipment will work and will provide the Union with an opportunity to bargain. In the event a soft phone application for HUD-issued equipment is not available at a location, Management shall provide desk phones at all permanent and hoteling workstations. Management shall not require employees to use their personal cell phones.

*U-4 Note: Management has not answered questions posed in U-3 Note, such as what equipment will be used to mitigate the noise of multiple people using soft phones (e.g., using their laptop’s speakers and microphones for audio) at the same time. The Union does not waive its right to proper notice and an opportunity to bargain over this major change in conditions of employment.*

M-4 Telephones: Same as M-3.

*M-4 Note: The Department currently provides headsets to employees; which aids in mitigating noise in the office.*

U-5 Telephones: Same as U-4.

*U-5 Notes: (1) Management needs to recognize that this is a change of conditions of employment that requires an Article 49 notice. (2) Where does the Department provide headsets to employees?*

M-5 Telephones: Management is proposing that this proposal is withdrawn.

*M-5 Note: Any bargaining obligations regarding softphone* *application/Voice over Internet Protocol (VoIP) will be addressed separately from these negotiations regarding Desk Sharing.*

**U-6: Telephones: The Parties agree to negotiate separately any changes to the current practice of providing a desk phone and phone number for each workstation, such as the implementation of a softphone application/Voice over Internet Protocol (VoIP), before such changes are implemented.**

32. U-1 Panels: Panels used to separate individual workstations shall be of sufficient height and

quality to minimize noise and visual distractions. They shall be no less than 30 inches above desk level. Where employees use (or are permitted to use) standing desks, panels must be at least six feet high from floor level wherever another employee or an aisle/walkway is located on the opposite side of the panel. Employees shall not be required to sit next to each other without privacy panels between them.

M-1 Panels:If an Article 49 notice is required due to an office move or reconfiguration, panel configuration will be a part of local negotiations.

U-2 Panels: Same as U-1

U-2 Note: Union is not going to renounce employee privacy and noise level concerns.

M-2 Panels: If an Article 49 notice is required due to an office move or reconfiguration, panel configuration will be a part of local negotiations.

U-3 Panels: When space sharing is implemented for an office, or the office undergoes a move or reconfiguration, Management shall provide privacy/sound-baffling panels or partitions to afford visual privacy, reduce noise levels, and control traffic. Panels used to separate individual workstations shall be of sufficient height and quality to minimize noise and visual distractions. They shall be no less than 30 inches above desk level. Where employees use (or are permitted to use) standing desks, panels must be at least six feet high from floor level wherever another employee or an aisle/walkway is located on the opposite side of the panel. Employees shall not be required to sit next to each other without privacy panels between them. Consistent with Article 57, Section 57.07(5), the number, type, and location of screens shall be determined by the parties at the local level.

*U-3 Note: The Union added the first sentence to indicate that Management is not expected to provide panels when no other changes are made to an office. While Article 57 provides for local bargaining over the “number, type and location” of screens, this proposal provides some minimal national standards. Locals may bargain over the “type”—freestanding or built into a workstation; all fabric or with some clear or opaque glass at the top; with built-in/attached whiteboards or bookshelves—as well as the number and placement. Regardless of the type of partition/panel used, they must at least be high enough to block employees’ direct view of each other while working.*

M-3 Panels: Same as M-2

**U-4 Panels: Agreed.**

33. U-1 Cleaning and Sanitizing: Management shall ensure that all shared workstations and

locked storage space are cleaned and sanitized every evening, including sanitizing all surfaces, keyboards, and shared telephones. Should there be any future pandemic, epidemic, or other health threat, or updated guidance from the CDC, Management shall comply with all CDC guidelines to prevent disease transmittal.

M-1 Cleaning and Sanitizing:Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes. It is the employee’s responsibility to sanitize their workstation/cubicle.

U-2 Cleaning and Sanitizing: Same as U-1

U-2 Note: Employees are not janitors and are not obligated to do the Agency’s maintenance requirements to provide a safe and sanitary work environment under Article 37 of the CBA.

M-2 Cleaning and Sanitizing:Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

M-2 Note: Employees cleaning their own workstations additionally allows them to have a comfort level that it is cleaned to their expectations.

U-3 Cleaning and Sanitizing: Pursuant to Article 37, Section 37.01, the Department shall furnish to each employee a place of employment that is free from hazards that cause, or are likely to cause, illness and that promotes a healthy work environment. The Parties recognize that shared workspace increases the threats to employees’ health due to multiple people touching and being in the same space. For these reasons, Management shall ensure that all shared workstations, locked storage spaces, meeting/teaming/conference rooms, and huddle pods are cleaned and sanitized after each use (or every evening for workstations), including all surfaces (desktops, table tops, chair arms, etc.), drawer pulls, door handles, light switches, keyboards, shared telephones, and any other surface that may be touched by multiple people. Should there be any future pandemic, epidemic, or other health threat, or updated guidance from the CDC, Management shall comply with all CDC guidelines to prevent disease transmittal.

*U-3 Note: According to the Mayo Clinic, cold and flu viruses can stay infectious on hard surfaces and infect another person for up to 48 hours. According to WebMD, desktops have more than 400 times as many germs as a toilet seat. Implementation of shared workspace creates new hazards that are likely to cause illness. Management is responsible for custodial services; the fact that the Agency wishes to force employees to use the same workspace as other personnel requires the Agency to increase the cleaning levels. Doing so is in the Agency’s interest to minimize the loss of productivity due to illness. Management’s claim that relying on employees to clean allows for individual comfort levels is impractical (and potentially leads to damaged equipment, such as when an employee attempts to sanitize a monitor or keyboard). Management’s proposal can contribute to the problem, as frequent use of hand sanitizers, anti-bacterial soaps, and sanitizing wipes can cause cracked skin, leading to increased infections rather than a decrease in illness; it can also lead to more resistant bacteria. In contrast, if Management takes responsibility for cleaning surfaces, they can all be done to a consistent standard. Furthermore, in 2020 GSA modified its janitorial services contracts for federally-owned buildings and, for leased space, required lessors to wipe down all high-contact surfaces in common and high-traffic areas at least once a day. GSA requires the surfaces to be cleaned first with soap and water, followed by a disinfectant from a list of EPA-approved products. Shared workspaces are the equivalent of “common” areas and involve “high contact surfaces.” The CDC includes desks in “high-touch surfaces” that should be cleaned regularly; the GSA defines regularly as not less than daily.*

M-3 Cleaning and Sanitizing: Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes. It is an employee’s choice whether to sanitize her/his workstation/cubicle.

*M-3 Note: This language is directly from Supplement 32 (COVID Return to Work).*

U-4 Cleaning and Sanitizing: Same as U-3.

*U-4 Note: Supplement 32 did not envision space sharing but was instead based on the assumption of each workspace being permanently assigned to a single employee. Section 41, Sanitizing and Cleaning, which Management refers to, falls between Section 40, Physical Distancing, and Section 42, Meetings, which encourages the avoidance of in-person meetings. The Union’s U-3 proposal addresses only shared workspaces and commonly touched items (door knobs, light switches, etc.). Regarding M-3 Note, in a recent case before the FLRA, the Agency insisted that Supplement 32 no longer applies. President Biden issued an Executive Order ending the national emergency.*

M-4 Cleaning and Sanitizing: Management will ensure routine cleaning, such as, vacuuming, waste removal and sanitization of commonly touched items (door knobs, light switches, etc.). Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes.

*M-4 Note: Common practice in places since the pandemic, hand sanitizer, wipes, and anti-bacterial soap are provided for individual use.*

U-5 Cleaning and Sanitizing: Same as U-3.

*U-5: Management is proposing that employees, to protect themselves, shall have to start their days by sanitizing their environment. They will have to deal with exposure to the debris, germs, and contaminants left behind in shared workstations/offices.*

M-5 Cleaning and Sanitizing: Same as M-4.

*M-5 Note: This is language that was negotiated and agreed upon in the Return to a Safe Workplace Plan. Why is this language not acceptable now?*

**U-6 Cleaning and Sanitizing: Pursuant to Article 37, Section 37.01, the Department shall furnish to each employee a place of employment that is free from hazards that cause, or are likely to cause, illness and that promotes a healthy work environment. Management will ensure routine cleaning, such as vacuuming and waste removal, and sanitization of commonly touched items (such as door knobs, light switches, and shared worksurfaces.). Should there be any future pandemic, epidemic, or other health threat, or updated guidance from the CDC, Management shall comply with all CDC guidelines to prevent disease transmittal. Management shall provide, at HUD’s expense, adequate sanitizing supplies throughout offices and common gatherings such as hand sanitizer, anti-bacterial soap, and sanitizing wipes. When a positive COVID-19 case is reported, Management or the General Services Administration (GSA) is responsible for disinfecting the accessible workstation and cubicle areas in accordance with active case response procedures in any area where an employee had a confirmed COVID-19 positive test.**

*U-6 Note: The Supplement 32 language, on its own is inadequate because that Supplement was written before Management proposed space sharing, which increases the spread of disease. Since Management wants to use the Supplement 32 language—despite having argued before the FLRA that the Supplement is no longer applicable—then it’s necessary to use all of the relevant language. While COVID may no longer be a declared national emergency, it is still a highly contagious and threatening disease.*

34. U-1 Unavailable Workstations: If an employee is unable to reserve or identify an available

workstation within the employee’s work unit, the employee shall not be required to report to the office that day. There shall be no penalties for the employee working from home that day, nor shall the employee be required to report on a different, non-scheduled in-office day.

M-1Unavailable Workstations: Delete. Covered by Item 25 above.

U-2 Unavailable Workstations: Same as U-1

M-2 Unavailable Workstations: Management will ensure that there will be sufficient seating for all employees who come into the office on any given day, to include cubicles, hot desks, and collaboration spaces.

M-2 Note: All workstations in a field office location or program area in HQ will be available and not restricted by work unit.

U-3 Unavailable Workstations: Same as U-1.

*U-3 Note: Not covered by Proposal #25, as claimed in M-1. Proposal #25 does not cover the possibility that changes in staffing or maximum occupancy days may lead to a shortage of workstations, at least on a given day. Additionally, if workstations are not restricted by work units, the Agency will not achieve its alleged “collaboration” benefit if employees have to spend a day sitting at a distance from their colleagues. For that, the employee may as well stay home. Availability of workstations for individual offices/work units is among the issues that Management has not thoroughly explained in the proposed Chapter 13.*

M-3 Unavailable Workstations: Same as M-2

U-4 Unavailable Workstations: The Union will withdraw this proposal if Management accepts #25, U-4, as written.

M-4 Unavailable Workstations: Same as M-3.

U-5 Unavailable Workstations: Same as U-4.

M-5 Unavailable Workstations: Same as M-3.

**U-6 Unavailable Workstations: The Union will withdraw if we reach agreement on #25.**

35. U-1 Reasonable Accommodations: Management shall not change any approved current

reasonable accommodation due to the implementation of the proposed Chapter 13, the policies contained therein, or any space sharing policy or procedure. Such accommodation may require the permanent assignment of a specific workstation. When that is the case, management shall immediately remove the permanently assigned workstation from the list or display of workstations available for space sharing. Alternatively, such an accommodation may require the permanent reservation of a specific workstation for specified days of a pay period.

M-1 Reasonable Accommodations: Reasonable Accommodations will be handled in accordance with Article 45 of the CBA.

U-2: Reasonable Accommodations: Same as U-1

M-2 Reasonable Accommodations: Reasonable Accommodations will be handled in accordance with Article 45 of the CBA.

M-2 Note: If an employee requires a specific workstation due to a reasonable accommodation, it will be determined under the reasonable accommodation process on a case-by-case basis.

U-3: Reasonable Accommodations: Same as U-1.

*U-3 Note: The Union’s proposal in U-1 addresses specific aspects of reasonable accommodations with regard to space sharing that are not covered by Article 45.*

* 1. U-1 Examples of reasonable accommodations that may require permanent assignment or reservation of a specific workstation include but are not limited to: specialized telephone systems (e.g., headsets, amplification); visual enhancements (e.g., magnifiers); ergonomic assistance (e.g., specialty seating, floor pads, keyboards, mouse); location-specific assignments (e.g., for lighting, access, or to avoid distractions); and respiratory assistance (e.g., air purifiers); and software that is not system-wide but available only at specific workstations. Management shall not require employees to store or move any specialized equipment of any size or weight.

U-2: Same as U-1

U-3: Same as U-1.

*U-3 Note: Management did not respond to U-2. Please provide a response to each element of a proposal, and a reason for objecting to the Union’s language if it is not accepted.*

* 1. U-1 If an approved accommodation is not available on a day an employee is scheduled to report to the HUD office, Management shall permit the employee to work from home without penalty and without cancelling any usually scheduled telework days.

U-2: Same as U-1

U-3: Same as U-1.

*U-3 Note: Management did not respond to U-2. Please provide a response to each element of a proposal, and a reason for objecting to the Union’s language if it is not accepted.*

* 1. U-1 Management shall ensure that all reasonable accommodations, whether new or previously approved are provided in accordance with Article 45. This includes but is not limited to Section 45.04(1) (“The request for the reasonable accommodation will be processed within 30 business days from the date of the written or oral request . . . If the proposed accommodation or an acceptable counter-proposal does not require expenditures of Departmental funds outside the control of the supervisor, the process should be concluded with the agreement between the employee and the supervisor”) and Section 45.05 (“Once a permanent disability has been established it will not be subject to further medical documentation or revocation”).

U-2: Same as U-1

U-3: Same as U-1.

*U-3 Note: Management did not respond to U-2. Please provide a response to each element of a proposal, and a reason for objecting to the Union’s language if it is not accepted.*

* 1. U-1 In the case of health-based reasonable accommodation requests that result from implementation of space sharing, such as employees who are immunocompromised or have an auto-immune disease, Management shall allow those employees to work remotely as an interim accommodation pending approval of a final reasonable accommodation that provides adequate protection for their health.

U-2: Same as U-1

U-3: Same as U-1.

*U-3 Note: Management did not respond to U-2. Please provide a response to each element of a proposal, and a reason for objecting to the Union’s language if it is not accepted.*

M-3 Reasonable Accommodations: Management’s response to item 35 a – d is as follows: Reasonable Accommodations will be handled in accordance with Article 45 of the CBA.  In accordance with Supplement 35, Management shall ensure that space-sharing arrangements accommodate the needs of employees with approved reasonable accommodations.

*M-3 Note: The Parties agreed to this language in Supplement 35.*

U-4 Reasonable Accommodations: Management shall handle all new requests for Reasonable Accommodations that result from space sharing in accordance with Article 45 of the CBA. In accordance with Supplement 35, Management shall ensure that space-sharing arrangements accommodate the needs of employees with approved reasonable accommodations. Management shall not change any approved current reasonable accommodation due to the implementation of the proposed Chapter 13, the policies contained therein, or any space sharing policy or procedure.

*U-4 Note: The Union withdraws subsections a-d.*

M-4 Reasonable Accommodations: Management shall handle all new requests for Reasonable Accommodations that result from space sharing in accordance with Article 45 of the CBA. In accordance with Supplement 35, Management shall ensure that space-sharing arrangements accommodate the needs of employees with approved reasonable accommodations.

*M-4 Note: Management’s M-4 proposal adopts some of the language from the Union’s proposal and keeps language specifically from Supplement 35.*

U-5: Reasonable Accommodations: Management shall handle all new requests for Reasonable Accommodations that result from space sharing in accordance with Article 45 of the CBA. In accordance with Supplement 35, Management shall ensure that space-sharing arrangements accommodate the needs of employees with approved reasonable accommodations. In accordance with Article 45, Section 45.05, Management shall not revoke any approved current reasonable accommodation due to the implementation of the proposed Chapter 13, the policies contained therein, or any space sharing policy or procedure.

*U-5 Note: Management’s M-4 deleted the final sentence of U-4. This implies that Management intends to violate Article 45, Section 45.05, which states, “Once a permanent disability has been established it will not be subject to . . . revocation.” While the Union’s U-5 used the word “revoke” in lieu of U-4’s “change” to match the language of Section 45.05, please be aware that a change in a reasonable accommodation necessarily involves a revocation of a former accommodation.*

M-5 Reasonable Accommodations: Same as M-4.

*M-5 Note: Reasonable Accommodations and the process are covered by Article of the CBA.*

**U-6 Reasonable Accommodations: Agreed.**

36. U-1 Change in Workstation Designation: If Management implements any form of space

sharing, Management shall notify the Union at least 30 days in advance of changing the designation or status of any workstation, such as from permanently assigned to hoteling or hot desking, from hoteling to hot desking or the reverse, or from hoteling/hot desking to permanently assigned. If a workstation is to be permanently assigned as a reasonable accommodation, Management shall notify the Union as soon as the decision is made.

M-1Change in Workstation Designation:Delete. This would be impossible to manage.

U-2 Change in Workstation Designation:Same as U-1

U-2 Note: No, it would require management to track and do their job well and not be lazy bureaucrats. Moreover, a change in employee seating is a change in conditions of employment more than *de minimis* under the Statute per FLRA case law precedent and is required by Article 49, Section 49.03(5) of the CBA.

M-2 Change in Workstation Designation:Management shall notify the Union before permanently changing the designation or status of the workstation composition in a field office location or program area in HQ.

U-3 Change in Workstation Designation: If Management implements any form of space sharing, the Parties recognize that any change in the designation of workspace as permanently assigned, reservable, or hot desks is more than a *de minimis* change in conditions of employment and will require a formal Article 49 Notice to the Union. In accordance with Article 49, Section 49.02, Management shall notify the Union at least 30 days before changing the designation of any workspace, such as from permanently assigned to hoteling or hot desking, from hoteling to hot desking or the reverse, or from hoteling/hot desking to permanently assigned. If Management plans to permanently assign a formerly shared workstation as a reasonable accommodation, Management shall notify the Union as soon as the decision is made.

*U-3 Note: Management’s language in U-2 is not as clear as the Union’s (“workstation composition”), limits notice to only permanent changes in designation, and lacks any timeframe for notifying the Union. The Union’s language requires a minimum of 30 days, consistent with Article 49, Section 49.02, except when the issue of promptly implementing a reasonable accommodation may require less notice to the Union. Due to the specific details of this section, including the exception to the timeframe for implementing a reasonable accommodation, this proposal is not merely “covered by” Article 49.*

M-3 Change in Workstation Designation: Same as M-2

U-4 Change in Workstation Designation: In accordance with Article 49, Section 49.02, Management shall notify the Union at least 30 days before changing the designation of any workspace, such as from permanently assigned to hoteling or hot desking, from hoteling to hot desking or the reverse, or from hoteling/hot desking to permanently assigned. If Management plans to permanently assign a formerly shared workstation as a reasonable accommodation, Management shall notify the Union as soon as the decision is made.

*U-4 Note: Management failed to explain why it objects to U-3 and to address the Union’s concerns expressed in U-3 Note. The Union considers this obstructive and bad faith bargaining. Management’s M-2 fails to address Management’s specific obligations. The term “workspace composition” is vague. If by “composition” Management means the total numbers of permanently assigned workspaces, hoteling workspaces, and hot desks, it is not meaningful. Management could deduct 10 hoteling workspaces from organization A and add 10 to organization B and end up with the same “workspace composition.” That, however, would still cause a change in conditions of employment. Thus, M-2 is unacceptable, and the Union sees it as a bad faith attempt to circumvent Management’s bargaining obligations. The Union does not waive its right to be notified of every change in conditions of employment as described by the Federal Service Labor-Management Relations Statute and Article 49.*

M-4 Change in Workstation Designation: Same as M-3.

U-5 Change in Workstation Designation: Same as U-4.

*U-5 Note: Management has failed to respond to the U-3 and U-4 notes, obstructing bargaining and acting in bad faith. Management’s M-3 proposal fails to meet Management’s obligations under Article 49.*

M-5 Change in Workstation Designation: Same as M-3.

*M-5 Note: We’re negotiating the procedures for shared space at the national level with the goal of working with the Union to implement desk sharing in HUD offices with an agreed upon supplement. Article 49 notices will be provided due to office renovations or office move. Management’s proposal agrees to inform the Union when the designation changes.*

**U-6. Change in Workstation Designation: Withdrawn. Addressed in #19, U-6.**

37. U-1 Notice to Employees: Management shall notify all affected bargaining-unit employees at

least 30 days before implementing any shared workspace. Management must complete all required bargaining before notifying employees. The information shall include information about training, location of workstations, location of locking storage, and, if applicable, the duration of any pilot program. The Department shall also copy the Union (AFGE Council 222 and AFGE Locals at HUD) on the notice(s) provided to affected bargaining-unit employees.

M-1Notice to Employees:Management shall inform impacted bargaining-unit employees at least 30 days before implementing shared workspace at a specific location. The employee information shall include instructions and guidance regarding shared space.

U-2: Notice to Employees: Same as U-1

U-2 Note: Management’s language is vague, ambiguous and lacks specificity. Union will not agree to unenforceable vague and ambiguous language.

M-2 Notice to Employees:Management shall inform impacted bargaining-unit employees at least 30 days before implementing shared space at a specific location. The employees will be provided with instructions and guidance regarding shared space. Guidance will include information about training, location of workstations, and location of locking storage.

U-3 Notice to Employees: Management shall notify all affected bargaining-unit employees at least 30 days before implementing any shared workspace at the employees’ location. Management shall complete all required bargaining before notifying employees. Management’s notice shall include instructions and guidance regarding shared space and information about training, location of workstations, location of locking storage, and, if applicable, the duration of any pilot program. The Department shall also copy the Union (AFGE Council 222 and AFGE Locals at HUD) on the notice(s) provided to affected bargaining-unit employees.

*U-3 Note: Management failed to include the acknowledgment that it is obligated to complete all required bargaining before notifying employees (without completing bargaining, the guidance will be incomplete or erroneous). Management also failed to explain why it will not copy the Union on the notices provided to affected employees.*

M-3 Notice to Employees: Same as M-2

U-4 Notice to Employees: Same as U-3.

*U-4 Note: Management failed to explain why it objects to U-3 and to address the Union’s concerns expressed in U-3 Note. The Union considers this obstructive and bad faith bargaining. As noted in U-3 Note, Management’s M-2 fails to acknowledge its bargaining obligations and did not explain why it would not copy the Union on notices to employees.*

M-4 Notice to Employees: Management shall inform all affected bargaining-unit employees at least 30 days before implementing any shared space at the employees’ location. Affected employees will be provided instructions and guidance regarding shared space and information about training, location of workstations, and location of locking storage. The Department shall also copy the Union on the notice(s) provided to affected bargaining-unit employees.

*M-4 Note: During these negotiations, Management is working with the Union to develop agreed upon terms for implementation of desk sharing nationally to include all locations represented by AFGE.*

U-5 Notice to Employees: Same as U-4.

*U-5 Note: These negotiations are not over the local implementation of space sharing but rather over the national policy. The Union does not waive its right under the CBA, including Article 57 as amended by Supplement 35, to bargain space changes locally.*

M-5 Notice to Employees: Same as M-4.

*M-5 Note: Management agrees to comply with bargaining obligations, as applicable.*

**U-6 Notice to Employees: Management shall notify all affected bargaining-unit employees at least 30 days before implementing any shared space at the employees’ location. The notification will include instructions and guidance regarding shared space and information about training, location of workstations, and location of locking storage. The Department shall also copy the Union on the notice(s) provided to affected bargaining-unit employees. Management agrees to comply with all applicable bargaining obligations before notifying employees.**

*U-6 Note: Changed M-4’s “inform” to notify” and made minor change to structure of the second sentence, as Management’s wording did not include a timeframe for providing the instructions and guidance. Added the M-5 note to the text of the proposal, together with the requirement to complete bargaining obligations before notifying employees.*

38. U-1 No Adverse Effects: Management agrees that there will be no adverse effects for

bargaining-unit employees merely because of the implementation of new space sharing policies and associated reservation/access systems. Management agrees that affected bargaining-unit employees who are unable to reserve a workstation or locking storage, or who cannot access their data and electronic work files due to space sharing systems, locations of shared workstations, equipment available at such workstations, or other consequences of space sharing, shall not be adversely affected including in their performance appraisals due to such lack of access and any resulting delays in performing assigned work.

M-1No Adverse Effects: Delete. Interferes with Management’s right to assign work, discipline, and assess performance.

U-2 No Adverse Effects: Same as U-1

U-2 Note: This is an appropriate arrangement under 5 U.S.C. § 7106(b)(3) and does not excessively interfere with management’s rights as it is limited to the mere implementation of space sharing. Ongoing employee conduct or performance issues would not be covered by this provision.

M-2 No Adverse Effects: Delete. Interferes with Management’s right to assign work, discipline, and assess performance.

U-2 No Adverse Effects: Same as U-1.

*U-3 Note: This does not interfere with Management’s right to assess performance, as it merely addresses situations that are not due to any failure by the employee but rather are due to Management’s implementation of a system that may interfere with an employee's ability to perform assigned duties. Management retains its right to assign work, discipline, and assess performance with regard to any ongoing issues or any matters for which the employee can be held responsible. Despite Management’s rights, Management remains responsible for ensuring that employees have the means to perform their jobs.*

M-3 No Adverse Effects: Delete. Interferes with Management’s right to assign work, discipline, and assess performance.

U-4 No Adverse Effects: As an appropriate arrangement under 5 U.S.C. § 7106(b)(3), Management agrees that if space sharing and related policies interfere with bargaining-unit employees’ ability to perform their assigned duties (such as by being unable to reserve a workstation, access data and electronic work files, access necessary equipment at available workstations), those employees shall not be adversely affected including in their performance appraisals based on problems caused by space sharing.

*U-4 Note. The Union has rewritten the proposal to make clear that this is an appropriate arrangement. Management retains the right to assign work, discipline employees, and assess performance, but should not unfairly discipline employees or reduce performance appraisals for circumstances outside the employees’ control.*

M-4 No Adverse Effects: Same as M-3.

*M-4 Note: This is covered by Article 30, Section 30.07(5), “Factors beyond an employee's control may include, but are not limited to, unusual or extenuating circumstances such as availability of resources, delays attributable to others, unanticipated additional work assignments, changing priorities or high-volume workloads.”*

U-5 No Adverse Effects: Same as U-4.

*U-5 Note: This proposal addresses a specific set of factors covered by Article 30. Management has ag*

**M-5 No Adverse Effects: Same as M-3.**

**U-6 No Adverse Effects: As an appropriate arrangement under 5 U.S.C. § 7106(b)(3), Management agrees that if space sharing and related policies interfere with bargaining-unit employees’ ability to perform their assigned duties (such as by being unable to reserve a workstation, access data and electronic work files, receive/make phone calls, or access necessary equipment at available workstations), those employees shall not be adversely affected due to problems caused by space sharing, such as in terms of scheduling leave, training, or in-office days; types of work assignments; or performance appraisals.**

*U-6 Note: This proposal is not limited to performance appraisals. While the Union recognizes Management’s rights, Management is proposing to implement a system and equipment that may interfere with employees’ abilities to perform their work.*

39. U-1 Implementation: This Supplemental Agreement shall be effective upon signature of the

Parties’ negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.

M-1 Implementation:This Supplemental Agreement shall be effective in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.

**U-2 Implementation: Agree**

40. U-1 Duration: This Supplemental Agreement shall remain in effect in accordance with

Article 53 of the HUD-AFGE Agreement.

**M-1 Duration: Agree.**

41. U-1 Renegotiations: AFGE Council 222 and AFGE Locals may reopen negotiations to

consider new information received during negotiations, in response to Requests for Information not answered before negotiations began, or due to discovery of any problem or condition that arises after implementation of the revised Chapter 13, including any implementation of hoteling/hot desking and associated systems (including pilot programs), that is not expressly addressed in this Supplemental Agreement.

M-1Renegotiations:Delete. Management does not agree to reopen negotiations.

U-2 Renegotiations:Same as U-1

U-2 Note: Reopener clauses for mid-term bargaining are fully negotiable under FLRA case law precedent.

M-2 Renegotiations: Delete. Management does not agree to reopen negotiations.

U-3 Renegotiations: Same as U-1.

*U-3 Note: Given the vast amount of information that Management has not provided, as described in numerous proposals and notes above, the Union is unable to withdraw this proposal. For example: the Union has yet to see the reservation system; Management has provided no information on the number of hot desks or reserved workspace for any specific location, or on how it will decide how many of each are required; and Management has provided no indication of how frequently it may update maximum occupancy data. As Management has shown bad faith by attempting to substitute a new definition for “workspace” despite a longstanding shared understanding of the term—and that new definition shrinks the space allotted to bargaining unit employees by 20% or more—and has planned to reduce the equipment available to some employees, the Union cannot rely on Management’s intentions. Finally, a blanket rejection of the Union’s proposal is not “negotiating.” The Union questions why Management is unwilling to work with the Union to resolve any issues that may come up in the future that were not considered or addressed by this Supplement.*

M-3 Renegotiations: Same as M-2

U-4 Future Negotiations: AFGE Council 222 and AFGE Locals retain the right to bargain over any new system, information, guidelines, or procedures/processes that have not been revealed at the time of this negotiation. This includes systems that Management has suggested it may implement (commercial space reservation systems, Sharepoint used for space reservations, soft phone systems), details that Management failed to reveal to the Union before the current negotiation, and new problems or conditions that arise upon implementation of space sharing that were not anticipated or fully understood at the time this agreement is signed. This agreement does not waive any rights of Locals to negotiate the impact and implementation of space sharing at the Local level pursuant to Articles 49 and 57, as amended by Supplement 35.

*U-4 Note: The Union modified its proposal to make clear that we do not intend to renegotiate any matters upon which we reach agreement now. However, given Management’s practice of springing new concepts on the Union without proper notice, the Union wishes to preserve its right to bargain over the impact and implementation of anything about which Management has not fully informed the Union (e.g., phone systems under space sharing). As Management has repeatedly claimed that much of its space sharing plans are subject to local situations, it is imperative that the Union preserve Locals’ rights to bargain over the impact of those unique situations.*

M-4 Future Negotiations: Management agrees to meet with the Union to discuss any new system, information, guidelines, or procedures/processes that have not been revealed at the time of this negotiation.

*M-4 Note: As stated in prior proposals, Management is working with the Union to develop agreed upon terms for implementation of desk sharing nationally to include all locations represented by AFGE.*

U-5 Future Negotiations: Same as U-4.

*U-5 Note: Management’s proposal is inadequate because it uses the term “revealed.” Although Management has “revealed” some information, Management has failed to provide substantive details. Thus, Management’s language is too vague to be useful.*

M-5 Future Negotiations: Management agrees to meet with the Union to discuss any new system, information, guidelines, or procedures/processes that have not been revealed at the time of this negotiation. Management agrees to comply with any bargaining obligations, as applicable.

*M-5 Note: Management does not want to agree that everything can be negotiated; however, Management added language to agree to comply with Union requirements, as applicable.*

**U-6 Future Negotiations: AFGE Council 222 and AFGE Locals retain the right to bargain over any system, information, guidelines, or procedures/processes for which Management has not yet provided sufficient information to enable bargaining as of the date of this Supplement (such as soft phone applications). This includes systems that Management has suggested it may implement (commercial space reservation systems, Sharepoint used for space reservations, soft phone systems), details that Management failed to reveal to the Union before the current negotiation, and new problems or conditions that arise upon implementation of space sharing that were not anticipated or fully understood at the time this agreement is signed. This also includes reopening negotiations if necessary to address new information received during or after negotiations, in response to Requests for Information not answered before negotiations began, or due to discovery of any problem or condition that arises after implementation of the revised Chapter 13, including any implementation of hoteling/hot desking and associated systems, that are not expressly addressed in this Supplemental Agreement (such as space sharing policies that have not been spelled out and details about the size, design, furnishings, and placement of shared workstations). This agreement does not waive any rights of Locals to negotiate the impact and implementation of space sharing at the Local level pursuant to Articles 49, 50, and 57, as amended by Supplement 35.**

*U-6 Note: Management has not stated that it will bargain over any new system/information/guidelines/procedures that are not fully negotiated now. See U-5 note about Management’s use of “revealed.” For example, Management has “revealed” use of Sharepoint for reserving workstations and “revealed” the use of soft phone applications but has provided no details that would enable bargaining. U-6 modifies U-4 to ensure the Union’s intent is clear.*