NATIONAL SUPPLEMENT \_\_

BETWEEN

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

NATIONAL COUNCIL OF HUD LOCALS 222

SUBJECT: Space Sharing Implementation Plan

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

1. Maintenance of Status Quo: Management agrees that it shall not implement any Space Sharing Implementation policy or related policies until the Parties (HUD and AFGE Council 222) complete mid-term negotiations and management has complied with all provisions that any resulting agreement requires to be implemented before the new policies take effect.
2. Corrections to Space Sharing Implementation Policy: Management shall ensure that the following corrections, and any other errors subsequently identified, are made to any Space Sharing Implementation policy before implementation. While these corrections refer to the Space Sharing Implementation Plan dated January 16, 2024, the concepts apply to any and all space sharing policies that may be implemented.
   1. Part II, #10. “Addition of locking storage space to comply with supplement 35 will not be considered a space modification.” Addition of locking storage space is a space modification under Article 57, Section 57.02: “When Management makes a decision to acquire or **alter space**, it shall notify and negotiate with the Union at the local level in accordance with Article 49 of the HUD/AFGE Agreement.” Also, Article 57, Section 57.02(1) states “Space Alterations. The Local Union shall be consulted and included in the overall planning process of **any space alterations**.” (emphasis added) Please see Article 57 regarding involving the Union in the planning process. Note that locking storage is not included in the Utilization Rate, so adding storage facilities may reduce the utilization rate.
   2. Part III: Fails to include statement from Part II, #10: “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.” This item should not be limited to only “when no space management modifications are required. It applies when modifications are required, also. Note that this is also covered by “Lockers” (unnumbered).
   3. Sufficient Space, #2: “Given that employees who regularly hotel on a given day will have reserved a hoteling desk on a routine basis, any vacant hoteling spaces will be available on a first-come basis for employees directed to report to the office on a routine teleworking day.” This does not make sense: Employees are only allowed to reserve a workstation up to two weeks in advance. They are not required to do so. Employees who regularly hotel on a given day may not make reservations in advance sometimes. Employees directed to report to the office on a routine teleworking day may also reserve a hoteling space in advance. Also see Article 18, Section 18.06 (2): “If a supervisor requires a temporary modification to the telework arrangement based on the needs of the office, the supervisor shall give the employee reasonable advance notice and shall provide as much notice as possible.”

Part III, #3 a & b. This doesn’t make sense: Employees remove personal belongings (including the work products they personally use, presumably) and then HUD has 15 days to sanitize the workstation. Where do employees work during that time? Are they permitted to work from home full time for the 15 days?

1. Terminology:
   1. 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.
   2. Hoteling: A form of space sharing in which employees reserve workstations or other workspace in a HUD facility on an as-needed basis.
   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. 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.
   4. 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).
2. Space Sharing Policies: Management shall provide all proposed space sharing policies, rules, guidelines, and instructions to the Union before implementing any form of space sharing. Management shall not implement any rule, policy, guideline, instruction, or clarification that has not been spelled out in the Space Sharing Implementation Plan of 1.16.2024 unless Management first provides proper notice to the Union in accordance with Article 49. The Union shall have an opportunity to bargain before any additional rules, guidelines, instructions, policies or clarifications are implemented. As an example, Management shall provide an Article 49 notice for implementing policies regarding the use of hot desking in lieu of or in addition to hoteling, or for determining ratios of hoteling workspaces to hot desks.
3. Implementation Based on Actual Need or Demonstration of Benefits: 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 document any projections of space shortages, including quantity of workstations, organization, date, and cause of the shortage (e.g., increased hiring, termination of lease) and shall provide such documentation to the Union at least 30 days prior to implementing space sharing in those locations. 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.
4. 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. This shall include Outlook/Sharepoint as an interim process; Nuvolo Integrated Workplace Management System; and any successor system. Management shall provide the Union with a copy of all instruction manuals. Management shall ensure that any problems identified by the Union (e.g., failure of the system to work as planned, incomplete or inaccurate instructions for use) are corrected before space sharing is implemented.
5. Reservation Software: All reservation software shall permit employees to reserve workstations, other types of workspace (e.g., group meeting rooms), and nearby locking storage space. Employees shall not be held responsible for their inability to reserve workspace when the reservation software is not functioning. Employees may reserve individual workspace (hoteling workstations) up to two weeks in advance. Management shall provide guidance on reserving multi-worker spaces (e.g., meeting rooms) farther in advance and/or for extended periods if necessary for meetings or conferences. There shall be no adverse action or disciplinary action taken against any employee for failing to cancel an unused reservation. The reservation software shall be accessible from personally owned equipment as well as from HUD-issued laptops.
6. Digital Floorplans: Management shall make digital floorplans of all shared workspace available to employees prior to implementing space sharing. The floorplans shall identify individual workstations, meeting, conference, and other types of multi-user rooms, and lockers. In any area where both hoteling and hot desking will be implemented, the floorplans will show which workstations are permanently assigned and which are available for hoteling and which for hot desking.
7. 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 30 days 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. The guidance shall include information on whom to contact for additional assistance (e.g., the HITS Help Desk).
8. Article 49 Notice for Moves: Management shall provide an appropriate Article 49 notice to each affected Local at least 30 days in advance of any organization implementing space sharing, as employees will be moved from permanently assigned workstations to shared workstations. The Article 49 notice shall include all required information listed in Article 49, Section 49.03(5). The floor plans shall identify the workspace that is permanently assigned and to whom, available for hoteling, and available for hot desking.
9. Core Days: Management shall not implement space sharing for any organization that requires all employees to come in on the same core day. Organization in this case shall mean the organization level at which space sharing is implemented.
10. Maximum Occupancy Calculations: Management shall ensure that there is one permanently assigned or hoteling workstation, or private office where applicable, for each person expected to be physically present on the maximum occupancy day for the field office or Headquarters program area. The people counted shall include non-teleworking employees and teleworking employees scheduled or expected to report to the HUD office on a given day, including any outstationed employees assigned to that location, and contractor employees who require workspace. Management shall determine the maximum occupancy rate and day at the time that a decision is made to implement space sharing. Management shall recalculate the maximum occupancy rate on a regular basis, but no less frequently than quarterly, and shall notify the Union of all changes to the maximum occupancy rate each quarter.
11. Type of Shared Workstations: All shared workstations shall be reservable, i.e., hoteling workstations, unless and until Management provides the Union with proposals regarding ratios of hoteling to hot desking workstations and the rationale for those determinations.
12. Co-location of Shared Workstations: Management shall ensure that there are sufficient shared workstations within an employee’s assigned 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 have been directed by management to change their in-office day.
13. Size of Shared Workstations: In accordance with the CBA and Supplement 35, all 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.
14. Size of Work Surface/Desk: All employees shall be provided work surfaces that are large enough to comfortably hold two monitors that are at least as large as those currently provided to employees, a docking station, laptop, keyboard, telephone, and hardcopy documents.
15. Access to Locking Storage: Shared workstations shall include access to locking storage in accordance with Supplement 35. Management shall permanently assign the locking storage units to individual employees.
16. Workstation Equipment: Management shall provide the same equipment for all employees, whether assigned to a permanent or shared workstation, regardless of whether the shared workstation is a hoteling or hotdesking station. The equipment shall include 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.
17. Telephones: Should it prove impractical to provide a floating phone number (i.e., a phone number assigned to the employee rather than the workstation) 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. Management shall not implement soft phone applications (e.g., telephone over laptop equipment) without providing the Union with Article 49 notice and an opportunity to bargain fully.
18. Cleaning and Sanitizing: Management shall not implement space sharing until all workstations and offices designated as shared have been fully sanitized. Management shall ensure that all shared workstations and locked storage space are cleaned and sanitized every evening, including sanitizing all surfaces, keyboards, and telephones.
19. Unavailable Workstations: If an employee is unable to reserve or identify an available workstation at the employee’s location, the affected employee shall not be required to report to the office that day. For example, during the time between when employees remove their personal belongings and work product from a workstation and Management completes the sanitizing of all workstations designated for sharing, there may be insufficient workstations available. Similarly, an increase in the maximum occupancy rate on a given day or equipment failure may cause a shortage of available workstations. In such cases, affected employees shall notify their supervisors of the lack of workstations by the start of the workday. 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.
20. Reasonable Accommodations: No current reasonable accommodation will be affected by the implementation of the proposed Space Sharing Plan, the policies contained therein, or any space sharing policy. Management shall ensure that all reasonable accommodations are provided in accordance with Article 49. Such accommodation may require the permanent assignment of a specific workstation. When that is the case, management shall promptly remove the permanently assigned workstation from the list or display of workstations available for hoteling/hot desking. Alternatively, such an accommodation may require the permanent reservation of a specific workstation for specified days of a pay period.
21. Notice to Employees: Management shall not issue notices regarding implementation of shared workspace to employees until after completing negotiations with the Union in accordance with the Collective Bargaining Agreement. Management will notify all affected bargaining-unit employees at least 45 days before implementing any shared workspace. This timeframe will include at least 30 days for employees to remove personal belongings from their current permanently assigned workstation, and up to 15 days for management to sanitize the workstations to be shared. The information shall include information about removing personal belongings, training, location of shared workstations, and location of assigned locking storage. 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.
22. No Waiver of Applicable Rights: The Parties (i.e., HUD and AFGE Council 222) agree that this Supplemental Agreement shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), any Supplements to that CBA, law, or government-wide regulation. If this Supplemental Agreement will expire when a new collective bargaining agreement takes effect, the Parties agree that the provisions of this supplement shall be included in the Article related to Space Management.
23. 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 who cannot access their data and electronic work files or their colleagues 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.
24. Implementation: This Supplemental Agreement shall be effective upon signature of the Parties’ chief negotiators in accordance with Article 49, Section 49.06(n) of the HUD-AFGE Agreement.
25. Renegotiations: AFGE Council 222 and AFGE Locals may reopen negotiations to consider any new policy, guidance, or system/application/process that is not expressly addressed in this Supplemental Agreement (e.g., how telephone services will be provided, ratio of hoteling vs hot desking workstations).

In accordance with Article 49, Section 49.06(i) of the HUD-AFGE Agreement, the Union reserves the right to submit additional bargaining proposals until negotiations commence or based on new information received during negotiations, or discovery occurring upon implementation of new space management policies, such as hot desking and hoteling.