

**NATIONAL SUPPLEMENT
BETWEEN THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND THE
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

The scope of this Supplement encompasses the impact and implementation of Phase I of the U.S. Department of Housing and Urban Development’s (HUD or Department) planned return to normal operations as described in the “Resuming Normal Operations Guide—COVID-19 Response—Headquarters and Field Offices (Guide)” for bargaining unit employees, dated June 17, 2020 and related frequently asked questions (FAQs), dated June 22, 2020. The scope also includes some of the negotiable proposals submitted by the American Federation of Government Employees, National Council of HUD Locals 222 (AFGE or Union) on April 9, 2020. Should Phase II of the Return to Normalcy Plan require bargaining unit employees to return to the office, the Union and the Department (collectively, the Parties) agree that the Department will issue bargaining notice to the Union in accordance with the collective bargaining agreement and the Federal Service Labor-Management Relations Statute at the national level prior to implementing Phase II of the planned return to normal operations at any facility. Upon timely request by the Union, as applicable the Department shall engage in national negotiations over the impact and implementation of Phase II of the planned return to normal operations for bargaining unit employees, in accordance with the collective bargaining agreement and the Federal Service Labor-Management Relations Statute. The Union acknowledges that the Department under Article 41 may need to implement changes to working conditions prior to completing negotiations with the Union due to the emergency COVID-19 pandemic situation. To the extent that the Department determines it necessary to implement a transition out of Phase I in any capacity for any office prior to completion of bargaining with the Union regarding changes in working conditions due to the impact and implementation of future Phases, the Department may only do so if it determines at its discretion that is not practicable to bargain as per Article 41 Section 41.04 (C) of the HUD-AFGE Collective Bargaining Agreement, and the Department shall in such circumstances report specifically to the Union within ten (10) days the reasons for their determination of impracticability. If Phase II is applicable only to non-bargaining unit employees, the Department shall be free to implement without further notice or bargaining with the Union.

- 1) The parties agree that the implementation of this Supplemental Agreement, relative to planned return to normalcy as described in the “Resuming Normal Operations Guide—COVID-19 Response—Headquarters and Field Offices (Guide)” for bargaining unit employees, shall not diminish or waive any rights that the parties have under HUD-AFGE Collective Bargaining Agreement, law, government-wide rule or regulation, or agency policies. If this Supplemental Agreement is extinguished by issuance of a new collective bargaining agreement, the parties agree the terms of this agreement that are mandatory subjects of bargaining will continue, subject to the new collective bargaining agreement, to the extent necessary until lawfully changed.
- 2) The Union is at the national, regional, and local level entitled to attend formal discussions, including those related to implementation of the Resuming Normal Operations Guide and FAQs, as provided in Article 4, “Rights and Obligations of the Parties,” Section 4.03, of the 2015 collective bargaining agreement. The parties understand that less than two days’ advance notice may be provided when extenuating circumstances exist. Management’s announcement of any facility transitioning from mandatory to maximum telework, in Phase I, shall be shared with the Union prior to delivery to employees.
- 3) The Department will provide notice to all bargaining unit employees of any new policies relating to the Resuming Normal Operations Guide including this Supplement. All such documents will be posted on the Department’s intranet (HUD@Work) at the time of issuance.
- 4) Management shall encourage teleworking employees’ use of TEAMS for meetings and continue to offer access to communication methods such as teleconferencing.
- 5) Under Phase I, employees who want to return to working in the office for one or more days, are allowed to do so after the facility has transitioned from mandatory to maximum telework. Once employees have been notified that their location is approved for voluntary re-entry in accordance with most up-to-date CDC guidance, the supervisor will notify the employee the days and hours the employee can voluntarily work in a HUD office to ensure appropriate social distancing is implemented.
- 6) In Phase I, it shall be voluntary for employees to return to the worksite instead of teleworking.

- 7) In Phase I, the Department will postpone or hold virtually any conference or meeting unless adequate social distance can be accomplished. Employees with concerns related to attending non-HUD sponsored conferences or meetings in person must timely notify their supervisor. Management shall not require employee attendance of any non-HUD sponsored in-person conference or meetings in Phase I.
- 8) Supervisors shall be strongly encouraged to use existing work schedule flexibilities, such as alternative work schedules, under the HUD-AFGE Agreement and agency policies, to accommodate employees with increased dependent care or household member responsibilities resulting from the pandemic. If approved, employees must change their hours of record, as appropriate, even if it is a temporary change.
- 9) During Phase I, employees are on mandatory telework until their facility has been approved for re-entry. Upon notification by management, employees will transition from mandatory to maximum telework. Maximum telework is the maximum permitted by Department policy, which is normally up to three days per week with certain restrictions. Under Phase I, the Department has expanded its maximum telework policy to allow employees to telework up to five days per week with no restriction on the number of telework days, with the option of voluntary re-entry to the HUD workspace at the discretion of the employee, in accordance with paragraph 5, above.
- 10) During Phase I, including after transitioning from mandatory to maximum telework flexibilities, provided the employee is available for work and if Management determines that there is insufficient portable work available for five days of telework per week, employees shall receive paid administrative leave due to the insufficient availability of portable work, subject to supervisory approval.
- 11) The Department shall not unlawfully discriminate against or retaliate against any bargaining unit employee who has or suspect they have contracted or been exposed to the COVID-19 virus. The parties recognize the Department may take lawful and appropriate steps to limit or prevent transmission between employees.

- 12) In the event management becomes aware of a COVID-19 infection or suspected infection within HUD-controlled workspace, management may temporarily prohibit employees from voluntarily returning to the affected workspace and may reimplement mandatory telework during Phase I. Any employee may choose to return to five-day telework anytime during Phase I.
- 13) The Department will electronically provide notice to all bargaining unit employees that encourages staying home when sick, cough and sneeze etiquette, and hand hygiene. The Department will cancel all non-essential agency-sponsored travel for bargaining unit employees. Any deadlines for work relying on travel that is canceled by the Department will be extended and not adversely affect performance appraisals.
- 14) The Department will provide employees with a link or web address for up-to-date guidance issued by the Centers for Disease Control and Prevention (CDC) identifying symptoms of COVID-19 1) before starting essential agency-sponsored travel and 2) upon returning from essential agency-sponsored travel. Employees should contact their own medical provider(s) for medical advice and notify their supervisor if they are sick.
- 15) The Department will post an up-to-date list of the designated Office Coordinators on HUD@Work. The Office Coordinators may receive questions for COVID-19-related questions regarding Agency operations for each office or program area.
- 16) The Department will provide increased cleaning of common areas, shared use, and high-touch areas, in accordance with up-to-date CDC guidelines. In addition, the Department will respond to communications from the Union or employees about cleaning requests related to the COVID-19 pandemic within no more than three working days.
- 17) During Phase I, bargaining unit employees shall not be required to interact with visitors less than six feet away unless a physical barrier exists to block transmission of respiratory droplets. Bargaining unit employees should work with their supervisors to ensure customers are serviced through phone, email, or other virtual communications. The Department will only allow visitors essential to carrying out the agency's mission, provided they are scheduled in advance. The Department will request visitors to self-screen before entering the building. To encourage social distancing between employees, workspaces will be marked to adhere to social distancing guidelines, where applicable. Upon request, non-employee union officials will be permitted to enter HUD

workspace as visitors, provided they meet all applicable entry criteria (e.g. screening criteria applicable to all visitors, agree to maintain appropriate physical distancing, etc.).

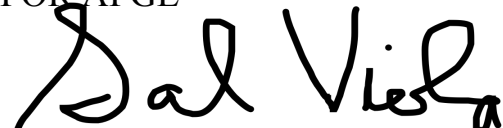
- 18) In Phase I, the Parties understand that the Department is planning for full capacity before transitioning any facility from mandatory to maximum telework with regard to physical distancing protocols, cleaning, and sanitary supplies. Upon request, after a facility has transitioned from mandatory to maximum telework, the Department will provide the Union with information on physical distancing protocols within the HUD space, provided such information already exists. Changes to employee-specific seating assignments necessitated in Phase I or planned for Phase II will be handled in accordance with the collective bargaining agreement.
- 19) The Parties understand that employees voluntarily returning to a HUD facility during Phase I may choose to drive a personal vehicle rather than using mass transit or vanpools. The Department will offer available parking spaces in HUD-controlled parking areas to bargaining unit employees required to return to the office during Phase I, on a first-come, first-served basis; provided that Facilities (for Headquarters) or the appropriate local administration contact (for field locations where parking may be available) receives a minimum of two business days' notice.
- 20) Face-coverings shall be required for all employees and visitors in the HUD workspace, including HUD-controlled common areas except when the employees are in their assigned workstation, (cubicle, desk, office, etc.), provided that such workstations are adequately socially-distanced from others. Face-coverings are not required when away from an assigned workstation provided the individual is not within six feet of any other individual or is separated by a barrier. HUD will provide reusable face coverings to employees upon their initial return to the office to avoid any health and safety issue. Care and maintenance of HUD-provided face coverings are the employee's responsibility.

FOR MANAGEMENT



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FOR AFGE



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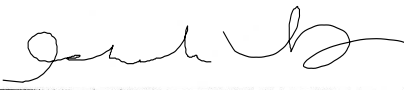
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