

**NATIONAL SUPPLEMENT 34
BETWEEN
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
AND
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
NATIONAL COUNCIL OF HUD LOCALS 222**

SUBJECT: Amendments to Article 18, Telework, in the 2015 AFGE-HUD Collective Bargaining Agreement

SCOPE: This Supplemental Agreement modifies the current Telework Article due to the Department's implementation of a broader Flexiplace policy, which includes remote work and mobile work. The Department and Council 222 reached agreement on Supplement 33, Flexiplace Policy. This Supplement does not waive any rights of the Parties and modifies only those specific provisions of Article 18 mentioned below.

1. Limitations. The Parties agree that no provision of Article 18 other than those specifically identified below are modified by this Supplement.
2. Precedence. The Parties agree that HUD's new Flexiplace Policy does not supersede any provisions of the HUD-AFGE Collective Bargaining Agreement (CBA) unless explicitly stated in this Supplemental Agreement. If there is any conflict between the new proposed Flexiplace Policy and the provisions of this Supplemental Agreement, the terms of this Supplement will govern. If there is any conflict between the new proposed Flexiplace Policy and provisions of the CBA that are not modified under this Supplement, the terms of the CBA will govern.
3. Section 18.01, General. The Parties agree to replace Section 18.01 in its entirety with the following language:

Section 18.01, General.

- (1) Definitions. For the purpose of this article, telework shall be defined as in 5 U.S.C. § 6501: "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.
 - a. Regular and recurring shall mean a schedule in which at least two specified days each pay period are planned to be at a stated worksite (e.g., a HUD office, home, or other approved alternative worksite) as a matter of routine.
 - b. Routine telework is telework that occurs as part of an ongoing regular and recurring schedule with the telework day or days specified in a written telework agreement between the employee and employee's supervisor.
 - c. Situational telework is telework that is approved on a case-by-case basis and the hours or days teleworked are not part of an ongoing, and

regular telework schedule. Permission for an employee to participate in situational telework must be specified in an existing written telework agreement between the employee and employee's supervisor unless an agreement is already in place for regular and routine telework.

- (2) Departmental Policy. In accordance with § 359 of Public Law 106-346, HUD's Flexiplace Policy dated January 10, 2022, provides the telework policy for the Department of Housing and Urban Development. Under these provisions the Department encourages the implementation of telework to the maximum extent possible. No individual office or program area is authorized to establish a telework policy or modify or amend the HUD Flexiplace Policy dated January 10, 2022, without the written approval of the Chief Human Capital Officer and/or the fulfillment of bargaining obligations with HUD AFGE Council 222. If Management makes any changes to the HUD Flexiplace Policy dated January 10, 2022, either before or upon implementing it as a numbered handbook, those changes shall be subject to notice and bargaining obligations under the CBA.

4. Section 18.03, Roles and Responsibilities. The Parties agree to add the following as Section 18.03(2)(d):

- (d) Employees must ensure that appropriate dependent care (i.e., children, elders, and/or loved ones) is obtained and utilized during work hours while participating in the telework program. While the presence of dependents in the household is not an absolute bar for employees working at an alternate worksite, employees must not engage in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees must be careful to keep interruptions to a minimum to avoid disruptions in performing and accomplishing work. In lieu of requesting leave for interruptions that are not brief, the employee may request to extend their workday to make up for the missed duty time by the corresponding amount of time used with notification to the supervisor, as long as extending the workday does not incur any overtime liabilities for the Department. The employee is responsible for notifying the supervisor when such an interruption exists which briefly extends their workday. In the event the level of care needed for a dependent prevents or significantly disrupts performing or accomplishing work, employees shall notify their supervisors as soon as possible about the situation preventing the teleworker from continuing work. Employees shall then request approval for appropriate leave or use of earned compensatory time or credit hours while performing dependent care responsibilities.

5. Section 18.04, Application Requirements and Process. The Parties agree to replace Section 18.04 in its entirety with the following language:

Section 18.04, Application Requirements and Process.

- (1) Employees on a five (5) day per week schedule may telework up to four (4) days per week. Employees on compressed work schedules may telework up to three (3) days per week during a compressed week. Teleworking employees are required to report to the office at least twice a pay period.

- (2) Once an agreement is approved, employees may begin teleworking upon mutual agreement between the employee and their immediate supervisor.
 - (3) Employees who are denied telework or whose request is modified by the supervisor may select either the appeal process in HUD Flexiplace Policy dated January 10, 2022, -or- the grievance procedures outlined in Article 51 of the Collective Bargaining Agreement.
 - (4) Telework agreements are not required to be renewed once they have been approved. They remain in place until either party decides to modify or terminate the agreement. The telework agreement in place at the time of the implementation of this agreement will remain in effect unless the employee is no longer eligible for telework. If the employee requests a change based on the provisions of this supplement, a new agreement will be prepared. The self-certification safety checklist and IT approval form are not required to be resubmitted unless there are substantial changes in the teleworking situation.
 - (5) Employees will be required to enter current agreements and new applications in the Electronic Flexiplace System (EFS) once it is available for use.
 - (6) Employees may apply for telework at any time.
 - (7) Employees who chose not to participate in the program will not be penalized.
 - (8) Modifications to the telework agreement do not require a new Rules of Behavior for Remote Access User Agreement (HUD-22018); Telework Self-Certification Safety Checklist (HUD-25229) or IDT/HQOTC concurrence.
 - (9) Communication levels and the methods of communication between employees and supervisors are expected to remain the same whether an employee is working in the office or teleworking. The communication requirements of the manager will be discussed with employee and identified in the telework application and agreement. Teleworkers will provide a telephone number where they may be reached by the supervisor and or, other Management officials.
 - (10) Management agrees not to disseminate or require an employee to publish personal information such as home or cell phone numbers.
 - (11) Management agrees that the remote work site is not a governmental facility and that employees have the freedom to safeguard, insure and maintain the privacy of their home work place.
6. Section 18.06, Modification of Telework Agreements. The Parties agree to replace Section 18.06(2) with the following language:
- (2) The Parties recognize that an employee's telework schedule constitutes an agreement between employee and supervisor, and that changes to the schedule may affect the method, timing, and cost of commuting as well as the scheduling and cost of dependent care. 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; under normal circumstances such as when information is available in advance (e.g., when scheduling training), this shall be no less than one full pay period. The employee may engage in discussions with the supervisor to achieve a mutually agreeable resolution if there is any conflict about the proposed temporary modification.

Effective Date: This supplement shall become effective upon signature of the Parties.

FOR MANAGEMENT:

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D'andra Hankinson, Chief Negotiator

Lori Michalski, Team Member

JAMES FOX

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Jodi Doran, Team Member

Date Signed: April 11, 2022

FOR AFGE:

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