

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

**SUBJECT:** HUD COVID-19 Safe Federal Workplace Guide

**SCOPE:** The parties recognize that National Supplement 25 remains in effect and binding, and that HUD shall remain in what was previously referred to in National Supplement 25 as Phase I of the Return to Normalcy Plan. Furthermore, the parties agree that the implementation of this Supplemental Agreement regarding the HUD COVID-19 Safe Federal Workplace Guide draft dated March 11, 2021 shall not diminish or waive any right that the parties have under the HUD/AFGE Collective Bargaining Agreement, law, government-wide rule or regulation. If this Supplemental Agreement expires because of the implementation of a new collective bargaining agreement, the parties agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary and if requested by either party. The negotiations shall be limited to the scope of this Supplemental Agreement. When a return to workplace plan is developed notification will be issued to the Union as required per article 49. The parties agree that HUD shall not modify voluntary existing five-days per week maximum telework flexibilities and/or notify or require any HUD bargaining unit employee to return to HUD workspace without a subsequent Article 49 Notice to the Union under the HUD/AFGE Agreement with the exception of HUD mission-critical essential travel as referenced in term 19; however, the parties further agree that employees reserve their rights under Article 37, Section 37.10 of the HUD/AFGE Agreement.

1. The Parties agree that the HUD COVID-19 Safe Federal Workplace guidance for Headquarters and Field Offices draft dated March 11, 2021 is incorporated into the HUD-AFGE Agreement. Any conflicting language on the same issue between the HUD COVID-19 Safe Federal Workplace guidance draft dated March 11, 2021 and this Supplement or the HUD-AFGE Agreement, this Supplement and HUD-AFGE Agreement shall take precedence in accordance with 5 U.S.C. § 7122(a)(1) of the Federal Service Labor-Management Relations Statute.
2. The Union will receive formal notice from the department and is entitled to attend all formal discussions, including those related to implementation of the “HUD COVID-19 Response Safe Federal Workplace Guide”, as provided in Article 4, “Rights and Obligations of the Parties,” Section 4.03, of the 2015 collective bargaining agreement.

3. The Department will provide notice to all bargaining unit employees of any new policies relating to the HUD COVID-19 Safe Federal Workplace 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. HUD management will confirm that field offices have completed the required building safety and preparedness procedures as referenced on pages 14-16 of the HUD COVID-19 Safe Workplace guidance dated March 11, 2021 and will give notice to AFGE Council 222 president of this determination and to local AFGE president upon request. HUD will provide the criteria used to contract for the office cleaning and preparation. HUD will enforce the guidelines on cleaning requirements and hold GSA responsible to such.
6. It shall be voluntary for employees to return to the worksite instead of teleworking.
7. When a return to workplace plan is developed notification will be issued to the Union as required per article 49 and 50. National Supplement 25 remains in effect.
8. Management will abide by EO14003 and OMB M-21-15 which requires use of mask at employee's assigned workstation, subject to exceptions consistent with CDC guidelines, for example when an individual is alone in an office with floor to ceiling walls and a closed door or for a limited time when eating or drinking and maintaining distancing in accordance with CDC guidelines. Management will encourage telework for those employees who are unable to wear a mask. Management will provide a reusable or disposable mask to employees in accordance with recommended guidelines and requirements as established by CDC at the following link, as accessed on the date of execution of this Supplement: <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>. When an employee is on approved official travel or employees who are directed to make face-to-face contact with the public, or expected to do so in the regular course of their duties, Management will provide the employee disposable N-95 masks or masks that meet or exceed N-95 mask standards. Visitors to HUD facilities will be limited and all meetings are encouraged to be conducted virtually.

9. 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.
10. When a return to workplace plan is developed notification will be issued to the Union as required per article 49.
11. COVID-19 advisory language from the Centers for Disease Control (CDC) continues to evolve regarding counteractive measures for HVAC systems, which affects GSA building recommendations. The measures incur additional cost and energy consumption in many cases. GSA will follow basic HVAC recommendations from CDC, and will consider guidance from WHO, ASHRAE and other organizations to be useful, non-mandatory additional information. The HUD Safe Federal Workplace plan dated March 11, 2021 shall be updated to refer to the following link as operative standards regarding issues covered by this term, as accessed on the date of execution of this Supplement: <https://www.cdc.gov/coronavirus/2019-ncov/community/office-buildings.html>. The Union reserves its right to negotiate regarding HVAC issues for the subsequent return to work negotiations when Management provides the corresponding Article 49 notice.
12. Management will honor any local bargaining obligations resulting from the HUD COVID-19 Safe Workplace Guide as required by the HUD/AFGE contract.
13. Management agrees to presumptively grant reasonable accommodation requests related to COVID-19 illness at the time of the request. Appropriate documentation is to be provided once available.
14. Management should consider to the maximum extent possible excusing brief absences due to the implementation of COVID-19 protocols in accordance with the HUD/AFGE Agreement, Article 15.
15. Management shall ensure maximum telework schedule will accommodate social distancing requirements. Up to date maximum telework schedules shall be regularly provided to the local union president or assigned union

office representative. Information detailing the maximum daily number of visitors allowed in HUD workspaces as part of the HUD Occupancy Limit planning shall be regularly provided to the local union president or assigned union office representative. HUD shall not allow any office to go above the Occupancy Limit of 25%.

16. 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.
17. 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.
18. At the maximum level, the Department will endeavor to reduce and re-prioritize non-mission critical workloads to allow employees the capacity to perform mission critical work from their respective telework sites. The assignment of work and workload management remains a management right and will be responsible for workflow and work assignments during the use of the HUD COVID-19 Safe Federal Workplace Guide.
19. 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. Mission-critical trips are defined as being essential to continued operations and failure to attend or travel will have a significant impact on business operations—this will vary for each program office due to diverse functions and missions. Mission-critical trips include local, state, and international travel, with a special consideration for health, safety, and loss of life.
20. The Department will instruct employees to meet CDC guidelines regarding identifying symptoms, self-quarantine and isolation before 1) starting essential agency-sponsored travel and/or 2) upon returning from essential agency-sponsored travel if they are sick and/or exposed to COVID-19 prior

to returning to a HUD workspace. Management will accept the employee's self-certification.

21. Management will be responsible for travel related expenses within per-diem and other quarantine related expenses while on approved official travel. Employees will not be required to use accrued leave for any quarantine situation while on official travel.
22. Management agrees that PIV card monitoring for occupancy limits will not be utilized for time and attendance tracking purposes. Management has no plan to utilize PIV cards to create occupancy reports. If Management decides to use PIV cards to create occupancy reports, Union representatives will be notified and provided copies upon request. For all HUD Offices, the occupancy limits shall incorporate visitors. If an employee reasonably believes that occupancy limits have been exceeded, that employee may choose to leave the workspace and telework immediately and shall notify their supervisor as soon as practical.
23. Management shall provide a mask or permit the employee to telework for initial incidents of not having a mask. Employees shall be granted administrative leave for periods traveling to their telework site.
24. Mandatory mask use signage shall be located at all public entrances to HUD facilities and/or space, as well as in common areas and shared workspace.
25. Disposable masks shall be available in reception areas in HUD Offices to HUD clients and members of the public who come to the HUD Office without a mask and interact with HUD employees.
26. There will be established a national Union/Management Coordination Committee to discuss the HUD COVID-19 Safe Workplace plan and related issues that will meet monthly or as needed. The committee will be comprised of representatives of Management that are involved in crafting the HUD COVID-19 response plans, including a representative of the Employee and Labor Relations Division, a representative of the Office of Administration, a representative of Field Policy and Management, a representative of Field Administration Support, and up to four (4) representatives of the Union as appointed by AFGE Council 222 President. The Union's participation in this committee shall be regular duty time and not counted against Union official time. AFGE Council 222 and AFGE Locals may reopen negotiations to consider problems or conditions that

have arisen after implementation that were unanticipated and not addressed in the HUD COVID-19 Safe Workplace guidance draft dated March 11, 2021 or this Supplement. Renegotiations will be limited to issues not already expressly covered by this Supplement.

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

FOR MANAGEMENT:

FOR AFGE:

  
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Mark Zaltman, Chief Negotiator


  
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Antonio Carraway, Chief Negotiator

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Kevin McNeely, Team Member

  
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Ricardo Miranda, Team Member

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Tracy Vargas, Team Member

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Jodi Doran, Team Member

Date Signed: April 8, 2021

Date Signed: April 8, 2021