National Council of HUD Locals
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO
Council 222

April 23, 2025

MEMORANDUM FOR: **Dan Raymond, Employee and Labor Relations Division,**
Department of HUD

FROM: **Salvatore T. Viola, Regional Vice President,**
Region II
AFGE National Council of HUD Locals No. 222

Subject:: **Demand to Bargain – Reassignment of Grade 7-9 FPM Employees to CARE Center**

Date: April 21, 2025

Subject: Grievance – Denial of Bargaining Rights for CARE Center Reassignments

Pursuant to Article 51, Section 51.15 of the 2015 HUD-AFGE Collective Bargaining Agreement (CBA), AFGE National Council 222 files this grievance against the U.S. Department of Housing and Urban Development (HUD) for its ongoing refusal to bargain over the reassignment of Grade 7-9 Field Policy and Management (FPM) bargaining unit employees to the CARE Center, in violation of the CBA, 5 U.S.C. § 7101 et seq. (Federal Service Labor-

Management Relations Statute), and Federal Labor Relations Authority (FLRA) precedent.

Statement of the Grievance

On April 14, 2025, AFGE Council 222 issued a cease-and-desist notice and demand to bargain over HUD's unilateral reassignment of Grade 7-9 FPM employees to the CARE Center, a new organizational unit. The notice cited violations of CBA Articles 4, 25, 28, 30, and 49, as well as 5 U.S.C. § 7106(b)(2) and (3) and § 7116(a)(1) and (5), due to HUD's failure to notify the Union, provide position descriptions, align performance standards, or bargain over the impact and implementation of this change in working conditions.

On April 20, 2025, Dan Raymond, Employee and Labor Relations Division, responded, denying that the reassignment constituted a change in working conditions or a management-directed reassignment. Raymond claimed the action was a routine assignment of work under CBA Section 4.03(3), not subject to bargaining, and declined to provide notice or engage in bargaining. On April 21, 2025, AFGE reiterated its demand to bargain, providing detailed bargaining proposals and refuting Raymond's assertions with citations to CBA provisions and FLRA precedent (e.g., *NAGE, Local R14-87, 21 FLRA 24 (1986)*; *Dep't of Treasury, IRS, 56 FLRA 906 (2000)*). To date, HUD has not responded, commenced bargaining, or provided the requested information, continuing to implement the CARE Center reassignments without Union involvement.

HUD's actions violate the following:

1. **CBA Article 49 (Mid-Term Bargaining):**
   - **Section 49.01 requires HUD to notify AFGE and provide an opportunity to bargain over changes in personnel policies, practices, or working conditions. The reassignment to the CARE Center, involving new duties and organizational placement, is a significant change triggering this obligation.**
   - **Section 49.02 mandates written notice at least 10 workdays before implementation, detailing the change's nature, scope, and impact. HUD provided no notice.**
   - **Section 49.03 grants AFGE the right to request bargaining within 5 workdays, with implementation delayed until bargaining is completed or an impasse is reached. HUD's refusal to bargain denies this right.**
2. **CBA Article 28 (Reassignments):**
   - **Section 28.01 requires consultation with AFGE and consideration of employee hardships for management-directed reassignments. The transfer of employees to the CARE Center constitutes a reassignment, as it alters their organizational unit and duties, yet no consultation occurred.**
3. **CBA Article 4 (Formal Discussions):**
   - **Section 4.03 requires AFGE's presence at formal discussions concerning personnel policies or**

conditions of employment. HUD's failure to notify AFGE of the CARE Center reassignments or include the Union in related discussions violates this provision.

4. **CBA Article 25 (Position Descriptions):**

   - **Section 25.01 requires accurate, current position descriptions reflecting employees' actual duties. Affected employees have not received updated position descriptions for CARE Center roles, leaving them uncertain about their responsibilities.**

5. **CBA Article 30 (Performance Standards):**

   - **Section 30.02 requires performance plans to reflect actual duties. The FY25 EPPES Performance Plan for GS-13 CARE Program Analysts is misaligned with the skills and duties of Grade 7-9 employees, risking unfair evaluations.**

6. **5 U.S.C. § 7116(a)(1) and (5):**

   - **HUD's unilateral implementation of the CARE Center reassignments without notifying or bargaining with AFGE constitutes an unfair labor practice (ULP) by interfering with collective bargaining rights and refusing to negotiate in good faith. See *U.S. Dep't of Air Force, 355th MSG/CC, Davis-Monthan AFB, 64 FLRA 85 (2009)*.**

7. **5 U.S.C. § 7106(b)(2) and (3):**

   - **While HUD may assign employees under § 7106(a), it must bargain over procedures and appropriate**

arrangements for employees adversely affected by such decisions. The reassignment's impact (e.g., new duties, misaligned performance standards) requires bargaining. See *Dep't of Treasury, IRS, 56 FLRA 906 (2000)*.

8. **FLRA Precedent:**

   - **The CARE Center's establishment and employee reassignments are akin to a reorganization, requiring notice and bargaining over impact and implementation. See *NAGE, Local R14-87, 21 FLRA 24 (1986)*.**

   - **HUD's claim that the action is a routine work assignment under CBA Section 4.03(3) is incorrect, as reassignments to new units with different duties are significant changes, not day-to-day assignments. See *U.S. Dep't of Navy, Naval Station, Norfolk, Va., 14 FLRA 747 (1984)*.**

Harm to Bargaining Unit Employees

HUD's refusal to bargain **has caused significant harm, including:**

- **Uncertainty: Employees lack clear position descriptions or grade information, creating confusion about their roles and career paths.**
- **Misaligned Evaluations: The GS-13 performance plan risks unfair evaluations for Grade 7-9 employees, potentially affecting pay, promotions, or retention.**

- **Loss of Bargaining Rights: AFGE has been denied its right to represent employees and negotiate protections, undermining collective bargaining.**
- **Employee Morale: Unilateral changes without Union input have caused anxiety and distrust among affected employees.**

Requested Remedies

To resolve this grievance, AFGE demands the following:

1. **Cease Implementation: HUD shall immediately halt all Grade 7-9 FPM employee reassignments to the CARE Center until bargaining is completed, per Article 49 and 5 U.S.C. § 7106(b).**
2. **Provide Information: Within 5 workdays, HUD shall provide written notice compliant with Article 49, Section 49.02, including:**
   - **The CARE Center's purpose, scope, and structure.**
   - **The number of affected employees, their current and proposed grades, and new position descriptions.**
   - **The anticipated impact on duties, work locations, and performance standards.**
   - **A timeline for implementation.**
3. **Commence Bargaining: HUD shall meet with AFGE within 7 workdays to bargain in good faith over the impact and implementation of the reassignments, addressing AFGE's April 21, 2025, proposals (e.g., training, performance standards, grade protection).**
4. **Restore Status Quo: HUD shall return affected employees to their pre-CARE Center duties and**

organizational assignments until bargaining is completed, to remedy the ULP.

5. **Post Notice: HUD shall post a notice to all bargaining unit employees, signed by a senior official, acknowledging the ULP and affirming HUD's commitment to bargain with AFGE, per FLRA practice.**
6. **Training for Management: HUD shall provide mandatory training for Employee and Labor Relations staff, including Dan Raymond, on CBA obligations and federal labor law within 30 days.**
7. **Compensatory Relief: HUD shall compensate AFGE for costs incurred (e.g., legal fees, staff time) due to HUD's refusal to bargain, as permitted under Article 47.**
8. **Make Whole: HUD shall make affected employees whole for any losses (e.g., performance ratings, career opportunities) resulting from the unilateral reassignments.**