



National Council of HUD Locals - Council 222

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES AFFILIATED WITH AFL-CIO
WE ARE COMPRISED OF HUD LOCALS THROUGHOUT THE U.S.

<https://afgecouncil222.com>

February 22, 2024

Multifamily bargaining unit employees and four days in person a pay period

NOTE: This is a lengthy read but necessary!!!

Brothers and Sisters,

It has come to the Council's attention that the Agency, through its Multifamily Division Senior Management Officials, is attempting to usurp the current Collective Bargaining Agreement, CBA/HUD-AFGE Agreement/the Contract, (the CBA) and negotiated supplements by requiring Multifamily Bargaining Unit Employees (BUEs) to report to the office in-person four days per pay period. Your local Stewards, Presidents and Regional Vice Presidents have all sounded the alarm!

In short, the Agency is attempting to strong-arm you back into the office and thereby stripping you of your well-earned and negotiated benefit that allows you to work from home eight (8) days per pay period down to six (6) days per pay period.

The Council contends that the Agency's actions violate CBA, Supplement 34 as well as several other Supplements negotiated during the pandemic.

Violation of Supplement 34, Section 18.01, is just one example of the many contractual violations the Agency is committing by taking this action. The definition of Telework and the requirements for BUEs in Section 18.01 is very clear. Further, Section 18.01(2), Departmental Policy – In accordance with § 359 of Public Law 106-346, HUD's Flexiplace Policy dated January 10, 2022, states that:

"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 the 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."

The Council wants to be **VERY CLEAR** these newly created policies and changes in working conditions violate the CBA and therefore **WILL NOT** be tolerated. We will fight aggressively to ensure that the Agency complies with its agreed upon contractual obligations under the CBA. The Council has not and would not agree to an increase in in-office presence for any reason – absent a verifiable and legitimate business need.

The Council does not believe that in-person team building, water cooler conversation, mentoring and collaboration, as proffered by Deputy Assistant Secretary Ethan Handelman, Associate Deputy

Assistant Secretary Don Billingsley and Program Administration Office Director Timothy Butler, as conveyed during yesterday's town hall meeting, are legitimate business needs.

The April 11, 2022, CBA Supplement already allows for team-building days for collaborative purpose, so collaboration is not a viable reason for a permanent modification. It is clear to the Council that the Agency is trying to make a distinction between in-person team building and virtual team building. Essentially, the Agency says that virtual team building is not as effective as in-person. However, the CBA clearly states "Communication levels and methods of communication between employees and supervisors are expected to remain the same whether an employee is working in the office or Teleworking."

Not only are Management's collective justifications arbitrary and capricious, but they are also disingenuous as evidenced by their responses to questions posed during the Multifamily Housing Town Hall Meeting, held yesterday.

Both Handelman's and Billingsley's mealy-mouthed responses serve as a strong indicator of their duplicitous character and complete lack of candor and integrity.

So, what are we doing about it? The Council held a Special Meeting yesterday to discuss these concerns and more. After receiving input from the Board and Local Presidents, the Council has formulated a multi-pronged approach and outlined our next steps to take this issue head on.

As of now the Council has filed several Grievance of the Parties (GOPs) with more on the way. Additionally, we are filing Unfair Labor Practice (ULPs) with the Federal Labor Relations Authority, and finally we are formulating a communication strategy to engage elected officials on the Senate Committee on Banking, Housing and Urban Affairs and the House Subcommittee on Housing, Transportation and Community Development respectively.

Rest assured that the Council is acutely aware of how much of a disruption the Agency's actions are to your work-life balance, as well as other issues such as increased costs to you, family disruptions relative to child and elder care, the potential negative impact to your morale, and the possibility of increased workload caused by the loss of top talent due to the lack of workplace flexibilities.

We see the lack of respect and disparate treatment by Handelman and Billingsley in allowing managers ninety (90) plus days to phase into their return to work but only allowing you (30) days in violation of the CBA, how they are coercing you to sign new Flexiplace Agreements and of Management's attempts to require employees to resubmit a new Flexiplace agreement while threatening you with disciplinary action if you fail to do so. Once again, the Agency is attempting to usurp their negotiated obligations, respective to the CBA, Supplements and policies directly related to this topic.

Specifically, Supplement 34 (Telework) 18.04(4) – Telework Agreements states that:

"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. (There are limited and specific requirements for doing so.) 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". The phrase no longer eligible is key here.

In no way is the Council advising you to disobey any lawful order from Management. However, we are strongly advising you to do the following if you are directed to take any of the actions discussed above:

1. **IMMEDIATELY** notify your Union Steward when and if you receive this directive. The Council will advise you step-by-step on how to proceed.
2. Maintain written documentation of what you are asked to do.
3. Keep as many of your conversations with management in written form. Should you have a verbal conversation on the issue, immediately send a recap email to the requestor reiterating what you are asked to do.

Make no mistake about it, management is going to entrench itself on this issue by doubling down on their contractual violations. Therefore, it is for these reasons such as this and so many more that Council 222 is taking on this FIGHT!!!

Always in Solidarity,
Antonio F. Gaines
President
AFGE Council 222

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This e:alert is for HUD AFGE bargaining unit employees