




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

**April 20, 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**

The American Federation of Government Employees (AFGE), National Council 222, hereby reiterates its demand that the U.S. Department of Housing and Urban Development (HUD) immediately cease and desist the unilateral reassignment of Grade 7-9 Field Policy and Management (FPM) bargaining unit employees to the CARE Center. Your response dated April 20, 2025, inaccurately denies that these actions constitute a change in working conditions or a management-directed reassignment, and it fails to address HUD's violations of the 2015 HUD-AFGE Collective Bargaining Agreement (CBA), 5 U.S.C. § 7101 et seq., and Federal Labor Relations Authority (FLRA) precedent.

As outlined in our April 14, 2025, cease and desist notice, HUD's reassignment of Grade 7-9 FPM employees to the CARE Center violates:

- **CBA Article 49 (Mid-Term Bargaining):** HUD failed to provide written notice or an opportunity to bargain over the impact and implementation of this change in working conditions, per Sections 49.01–49.03.
- **CBA Article 28 (Reassignments):** HUD did not consult AFGE or consider employee hardships for these reassignments, per Section 28.01.

- **CBA Article 25 (Position Descriptions):** Affected employees lack updated position descriptions for CARE Center roles, per Section 25.01.
- **CBA Article 30 (Performance Standards):** The FY25 EPPES Performance Plan for GS-13 CARE Program Analysts is misaligned with Grade 7-9 employees' duties, per Section 30.02.
- **CBA Article 4 (Formal Discussions):** HUD failed to include AFGE in formal discussions about this change, per Section 4.03.
- **5 U.S.C. § 7116(a)(1) and (5):** HUD's unilateral action constitutes an unfair labor practice by refusing to negotiate in good faith.
- **5 U.S.C. § 7106(b)(2) and (3):** HUD must bargain over procedures and appropriate arrangements for employees affected by the reassignment.

Your claim that the CARE Center assignments are routine work assignments under CBA Section 4.03(3) is incorrect. The reassignment to a new organizational unit with different duties constitutes a significant change in working conditions, akin to a reorganization, requiring notice and bargaining under *NAGE, Local R14-87, 21 FLRA 24 (1986)* and *Dep't of Treasury, IRS, 56 FLRA 906 (2000)*.

## **Demands**

**AFGE Council 222 demands the following:**

- 1. Immediate Cessation of Reassignments:** HUD must halt all reassignments of Grade 7-9 FPM employees to the CARE Center until proper notification and bargaining occur, per Article 49 and 5 U.S.C. § 7106(b).
- 2. Provide Notice and Information:** HUD must provide written notice compliant with Article 49, Section 49.02, including:
  - The purpose, scope, and structure of the CARE Center.
  - The number of affected employees, their current and proposed grades, and new position descriptions.
  - The anticipated impact on employees' duties, work locations, and performance standards.
  - A timeline for implementation.
- 3. Commence Bargaining:** HUD must engage in good-faith bargaining with AFGE over the impact and implementation of the CARE Center reassignments, as outlined below.

## **Bargaining Proposals**

**AFGE proposes the following to address the impact and implementation of the CARE Center reassignments:**

- 1. Employee Notification and Transparency:**

- HUD shall provide each affected employee with an updated position description within 5 workdays of this agreement, reflecting CARE Center duties and aligned with their current grade (GS-7, GS-8, or GS-9), per Article 25, Section 25.01.
- HUD shall clarify in writing whether CARE Center roles involve grade changes (e.g., promotions to GS-13 or reductions) and follow Article 24 (Merit Promotion) for any competitive promotions.
- HUD shall hold a formal briefing with AFGE and affected employees to explain the CARE Center's purpose, structure, and impact, with AFGE present per Article 4, Section 4.03.

## **2. Performance Standards Alignment:**

- HUD shall develop new FY25 EPPES Performance Plans for Grade 7-9 CARE Center employees within 10 workdays, with critical elements tailored to their actual duties (e.g., customer service, administrative support), per Article 30, Section 30.02.
- AFGE shall have the opportunity to review and provide input on these performance plans before implementation to ensure alignment with employees' skills and roles.
- Employees shall not be evaluated under the GS-13 CARE Program Analyst performance plan, as it is misaligned with their grades and duties.

## **3. Training and Support:**

- HUD shall provide comprehensive training to all reassigned employees on CARE Center duties, tools, and customer service protocols within 15 workdays of reassignment, to mitigate adverse impacts on performance evaluations.
- Training shall be conducted during regular work hours, with no loss of pay or leave, and tailored to the skills of Grade 7-9 employees (e.g., administrative or technical support).
- HUD shall establish a mentorship program pairing Grade 7-9 employees with experienced CARE Center staff for 60 days to support their transition.

## **4. Work Location and Schedule:**

- HUD shall confirm whether CARE Center roles require physical relocation or allow telework/remote work, consistent with Article 28, Section 28.01, and existing telework policies.
- Employees shall retain their current work schedules unless mutually agreed upon changes are negotiated with AFGE, to minimize disruptions.
- HUD shall consider employee hardships (e.g., commuting challenges, caregiving responsibilities) and provide accommodations, such as flexible schedules or remote work options, per Article 28.

## **5. Grade and Career Protection:**

- HUD shall guarantee that no Grade 7-9 employee will face a grade reduction due to the CARE Center reassignment, per Article 28.
- If CARE Center roles are graded higher (e.g., GS-13), HUD shall follow Article 24 for competitive promotions or provide temporary promotions with clear criteria and timelines.
- HUD shall provide career development opportunities, such as upskilling programs, to prepare Grade 7-9 employees for potential advancement within the CARE Center.

#### **6. Monitoring and Dispute Resolution:**

- HUD and AFGE shall establish a joint committee to monitor the CARE Center implementation for 6 months, meeting monthly to address employee concerns and ensure compliance with this agreement.
- Any disputes arising from the reassignment (e.g., performance evaluations, duty assignments) shall be resolved through expedited grievance procedures under Article 47, with AFGE representation.
- HUD shall provide AFGE with quarterly reports on the number of employees reassigned, their grades, and any changes to CARE Center operations affecting bargaining unit employees.

#### **7. Employee Input and Morale:**

- HUD shall conduct an anonymous survey of Grade 7-9 employees within 30 days of reassignment to assess their concerns, workload, and satisfaction with CARE Center roles, with results shared with AFGE.
- HUD shall implement measures to address survey findings, such as workload adjustments or additional resources, in consultation with AFGE.
- HUD shall recognize employee contributions to the CARE Center through non-monetary awards (e.g., certificates, public acknowledgment), per Article 26, to boost morale.

#### **Next Steps**

AFGE requests a meeting with HUD within 5 workdays of this letter to commence bargaining, per Article 49, Section 49.03. Please provide the requested information (e.g., CARE Center structure, employee data) by April 25, 2025, to facilitate meaningful negotiations. If HUD fails to comply, AFGE reserves the right to pursue remedies, including filing an unfair labor practice charge with the FLRA and/or grievances under Article 47 of the CBA.

We look forward to your prompt response and cooperation in resolving this matter.