



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222 P.O. BOX 9762 ALEXANDRIA, VA 22304

Date: April 17, 2025

Memorandum For: Lori Michalski, Office of the Chief Human Capital Officer

Through: Dan Raymond, Employee & Labor Relations, OCHCO

From: Antonio F. Gaines, AFGE National Council 222, President /s/

Through: Veronica Bobbitt, AFGE National Council 222, Chief Steward /s/

Subject: **Violation of Article 28 and Related Provisions of the HUD/AFGE Collective Bargaining Agreement**

Pursuant to Article 51, Section 51.03 of the Collective Bargaining Agreement (CBA) between the U.S. Department of Housing and Urban Development (HUD) and the American Federation of Government Employees (AFGE) National Council 222, AFGE hereby files a Grievance of the Parties (GOP) concerning HUD's management-directed reassignments of bargaining unit employees (BUEs) as communicated in your emails dated March 31 and April 1, 2025, respectively. The Union contends that these actions violate multiple provisions of the CBA, including but not limited to Article 28 as well as applicable federal regulations and statutory requirements.

HUD's decision to issue management-directed reassignments to BUEs, specifically those whose current duty stations are more than 50 miles from their assigned HUD office and those previously identified as mobile and remote workers, violates the CBA and federal regulations in the following ways:

1. Violation of Article 28, Section 28.03 – Notice and Bargaining Obligations

Article 28, Section 28.03 requires HUD to provide advance notice to the Union and engage in impact and implementation (I&I) bargaining for matters not directly addressed in Article 28. The Union requested an Article 49 notice (April 1, 2025) for I&I bargaining regarding the reassignments, as aspects of the reassignments—such as the reevaluation of mobile and remote work positions to office-based positions and the impact on employees' remote work agreements—are not explicitly covered by Article 28. HUD's assertion that Article 49 notice is not required because the reassignments are "expressly covered by Article 28" is incorrect. The reevaluation of mobile work positions and the unilateral modification of existing Flexiplace agreements constitute changes to conditions of employment that trigger bargaining obligations under Article 49, Section 49.02. By refusing to issue an Article 49 notice and engage in I&I bargaining, HUD has violated the CBA.

2. Violation of Article 28, Section 28.02 – Consideration of Employee Circumstances

Article 28, Section 28.02 requires HUD to consider individual employee circumstances, such as hardship, when directing reassignments to new locations. The email notification

does not indicate that HUD conducted an individualized assessment of the affected employees' circumstances, including potential hardships caused by requiring employees on "Remote Work – Outside Commuting Area" agreements to report to an office more than 50 miles from their current duty station. This failure to consider employee circumstances violates the CBA and undermines the collaborative spirit outlined in the Preamble and Article 3.

3. Violation of Article 18 – Telework Agreements

The affected employees, particularly those on "Remote Work – Outside Commuting Area" Flexiplace agreements, have established telework arrangements under Article 18. HUD's unilateral decision to require these employees to report to an office-based duty station effectively modifies or terminates their telework agreements without following the procedures outlined in Article 18, Section 18.04, which requires notice and an opportunity for employees to address changes to telework arrangements. This action constitutes a substantive change to conditions of employment, further necessitating I&I bargaining under Article 49.

4. Violation of Article 4, Section 4.01 – Pre-Decisional Involvement

Article 4, Section 4.01, consistent with Executive Order 13522, mandates pre-decisional involvement of the Union in workplace matters to the fullest extent practicable, regardless of whether those matters are negotiable under 5 U.S.C. § 7106. HUD failed to involve the Union in the decision-making process regarding the reevaluation of mobile and work positions and the reassignment of employees on remote work agreements. This lack of pre-decisional involvement violates the CBA and deprives the Union of its right to provide input on matters affecting BUEs.

5. Violation of Federal Regulations and Statutory Requirements

HUD's actions may also violate federal regulations, including 5 C.F.R. § 531.605, which governs the determination of an employee's official worksite for pay and telework purposes. By reassigning employees without proper consideration of their existing remote work agreements, HUD risks misapplying locality pay adjustments and other entitlements, potentially causing financial harm to employees. Additionally, the failure to engage in good-faith bargaining over these changes violates 5 U.S.C. § 7116(a)(5), constituting an unfair labor practice under the Federal Service Labor-Management Relations Statute.

The management-directed reassignments impose significant burdens on affected BUEs, including but not limited to:

- Potential relocation costs and disruptions to personal and family life for employees required to report to offices more than 50 miles from their current duty stations.
- Loss of established remote work arrangements, which may have been relied upon for financial, health, or caregiving reasons.
- Uncertainty and stress due to the lack of transparency and consultation regarding the reevaluation of mobile work positions.
- Potential financial impacts from changes in locality pay or commuting expenses without adequate notice or mitigation.

The Union's ability to represent BUEs has been undermined by HUD's refusal to engage in pre-decisional involvement or I&I bargaining, limiting the Union's capacity to advocate for equitable solutions.

To resolve this grievance, AFGE requests the following remedies:

1. Cease and Desist: HUD must immediately cease implementation of the management-directed reassignments until all contractual and statutory obligations are met.
2. Status Quo Ante: Restore the affected employees to their prior duty stations and telework agreements pending resolution of this grievance and completion of required bargaining.
3. Bargaining: Engage in good-faith I&I bargaining under Article 49 regarding the reassignments, including the reevaluation of mobile work positions and modifications to telework agreements.
4. Pre-Decisional Involvement: Provide the Union with pre-decisional involvement in any further decisions related to these reassignments, consistent with Article 4.
5. Individual Assessments: Conduct individualized assessments of affected employees' circumstances, including potential hardships, as required by Article 28, Section 28.02, and provide documentation of such assessments to the Union.
6. Make Whole: Compensate any affected employees for financial losses (e.g., relocation costs, commuting expenses, or locality pay adjustments) incurred as a result of HUD's improper actions.
7. Posting: Post a notice to all employees acknowledging the violation and affirming HUD's commitment to comply with the CBA.
8. Attorney Fees and Costs: Reimburse the Union for reasonable attorney fees and costs incurred in pursuing this grievance, as authorized by applicable law.

Council 222 is not requesting a meeting for informal resolution pursuant to Article 51.15(2) of the CBA. In accordance with Section 51.15(3) of the CBA, please provide your written response within 30 days of receipt of this GOP. If the grievance is not resolved at this step, the Union reserves the right to advance it to arbitration pursuant to Article 52.