



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

February 12, 2026

To: Daniel Raymond, Deputy Director, Employee Labor Relations Division

From: Antonio Gaines, President, American Federation of Government Employees Council of HUD Locals, Council 222 /S/

Subject: Grievance of the Parties: Attempted Unilateral Change to Official Time Procedures, Interference with Protected Rights, Repudiation of the Collective Bargaining Agreement, and Related Violations

Affected Parties: AFGE Council 222, and all affected bargaining unit employees serving as Union representatives/stewards

Respondent/Agency: U.S. Department of Housing and Urban Development (HUD), including but not limited to the Office of the Chief Human Capital Officer (Labor Relations), Office of Fair Housing and Equal Opportunity, and all relevant supervisors and managers (specifically including Tiffany T. Fleming, Daniel P. Raymond, and their designees).

Date of Grievance: February 12, 2026 (or as timely filed per Article 51).

Relevant CBA Provisions (AFGE-HUD Collective Bargaining Agreement, effective as referenced in the provided link):

- **Article 47 (Union Representation and Official Time)** in full, particularly:

- 47.01 (Representational Functions, distinguishing activities under (1) that count against quarterly allocations vs. (2) and (3) that do not).
- 47.03 (Representatives and Allocations, including quarterly banks and notifications).
- 47.04 (Workload Adjustments).
- **47.06 (Procedure):** Requires only *advance approval* from the immediate supervisor/designee for use of official time. For meetings with employees >10 minutes, approval from the employee's supervisor is needed, with post-activity notification to the steward's supervisor. Denials are limited to mission-critical emergencies, must be in writing with reasons and alternatives discussed, and are appealable/grievable. All use must be recorded in WebTA/GovTA or successor system. **No requirement exists for detailed descriptions, specification of exact CBA subsection/category (e.g., 47.01(1) vs. (2)/(3)), purpose statements, or any information beyond the request for time and proper coding.**
- 47.07 (Union-Sponsored Training, with its own 7-day advance request process).
- **Article 4, Section 4.09:** Parties' representatives must conduct labor-management relations professionally and respectfully, irrespective of grade or pay.
- **Article 51 (Grievance Procedure)** and related articles on Union rights, time and attendance (e.g., Articles 15-16), and workload (e.g., Article 30 on performance).

Statutory and Regulatory Violations:

- 5 U.S.C. § 7102 (employee rights to engage in protected activity).
- 5 U.S.C. § 7116(a)(1) (interference, restraint, or coercion).
- 5 U.S.C. § 7116(a)(5) (refusal to bargain in good faith, including unilateral changes to conditions of employment).

- 5 U.S.C. § 7131 (official time for representational activities, with amounts agreed to be reasonable, necessary, and in the public interest per the CBA).
- FLRA precedent on unilateral changes to past practices and negotiated procedures involving official time (e.g., changes to request/approval processes that add burdens not in the CBA or past practice interfere with rights and constitute ULPs).
- Supervisory certification obligations under time and attendance laws/regulations do not override or supersede the CBA's negotiated procedures for official time.

Statement of Facts

This grievance arises from a series of emails in February 2026 (with roots in prior discussions in July 2025 and earlier) in which HUD management, led by Tiffany T. Fleming (supervisor to Steward Mark L. Matulef) and Chief of Labor Relations Daniel P. Raymond, has unilaterally imposed new, burdensome requirements for Union stewards to request and use official time. These requirements exceed the plain language of Article 47.06 and long-standing past practice.

Key events (summarized from the provided email chain):

- On or about February 11, 2026, Ms. Fleming emailed Steward Matulef (who has a limited 52-hour quarterly allocation under Article 47.01(1)) reminding him of a prior instance where he attended a performance planning meeting in a representational capacity without coding official time. She instructed him to: (1) request approval in advance via email per 47.06; (2) use specific GovTA codes; and (3) **“outline which category in the CBA your official time is for, and how long you expect to be on official time”** so she could “accurately track your time, ensure task completion, and/or determine if I need to reassign any of your tasks.” She referenced 47.01(1) vs. (2)/(3) distinctions.

- Steward Matulef referred the matter to the Union, stating it was inappropriate for the Agency to negotiate timekeeping with an individual steward.
- Chief Steward Zimmer clarified that stewards know the codes and that no additional details (e.g., naming specific Articles) are required beyond the code. Management has accurately certified time for decades using codes alone.
- Mr. Raymond escalated, defending the demands as necessary for supervisors to fulfill certification duties (“I certify that the time worked and leave taken... is true and correct to the best of my knowledge”) and to track limited quarterly banks. He provided a sample request requiring a description of the activity (e.g., “to meet with an employee to resolve a complaint”) and questioned why Union representatives could not provide “this level of detail.” He warned of potential delays in timecard processing or AWOL coding if information is insufficient.
- Chief Steward Viola (as Chief Steward) issued a strong cease-and-desist, labeling the demands an “outrageous overreach,” “blatant violation” of Article 47, and “unlawful interference” with protected activities. He noted Article 47.06 is “crystal clear” and that GovTA codes have sufficed for decades. He warned of grievances, ULPs, and escalation for any denials, retaliation, or adverse actions.
- In response to Chief Steward Zimmer’s use of the term “mansplain” (referring to Mr. Raymond’s detailed explanations), Mr. Raymond accused her of using “sex-based dialogue” and “sex-based term[s]” in violation of CBA Section 4.09, declaring the language “unacceptable for any HUD employee.”
- President Antonio Gaines expressed deep concern, referenced prior July 2025 discussions, and warned of “substantive changes” to covered-by CBA procedures, stating “formal filings are forthcoming.”

These actions represent a clear attempt to rewrite Article 47 unilaterally, despite the CBA's comprehensive coverage of official time procedures, allocations, approvals, recording, and denials.

Specific Violations

1. Unilateral Change to Negotiated Conditions of Employment and Repudiation of Article 47.06 (CBA + 5 U.S.C. § 7116(a)(5)):

The CBA explicitly details the procedure in 47.06: advance approval + proper coding in GovTA. Management cannot add extra layers (specifying exact 47.01 category, providing activity descriptions/purposes, or justifying expected duration for tracking) without bargaining. This alters the status quo and past practice (decades of code-only usage with accurate certification). Supervisors' certification responsibilities and the existence of limited banks do not authorize unilateral changes; any perceived gaps should have been addressed through bargaining under Article 49 or impasse procedures, not imposed. Denials or threats based on non-compliance with these new rules violate the limited denial criteria in 47.06(3).

2. Interference, Restraint, and Coercion with Protected Representational Activities (5 U.S.C. § 7116(a)(1) and § 7131):

The new requirements are burdensome, intrusive, and chilling. Requiring stewards to disclose activity categories and descriptions before approval (especially for those with limited banks like Steward Matulef) risks premature disclosure of sensitive representational matters, invites second-guessing or denial, and creates fear of AWOL coding, delays, or discipline. This interferes with the right to use bargained-for official time for grievances, complaints, meetings, etc. Threats of AWOL or processing delays are inherently coercive. Management's aggressive tone (e.g., "Official Time Cop" reference in Union response) and escalation further restrain Union activity.

3. Failure to Adhere to Professional and Respectful Conduct (Article 4.09):

Mr. Raymond's characterization of Chief Steward Zimmer's language as "sex-based" and "unacceptable," while lecturing on professionalism, appears inconsistent with the mutual obligation under 4.09. The overall communications from Labor Relations have been confrontational and harassing rather than collaborative, contributing to a hostile labor-management climate.

4. Additional Violations:

- Potential retaliation/adverse impact on stewards exercising rights (e.g., threats to Matulef and general warnings).
- Improper attempt to negotiate individual procedures with stewards rather than the Union (violating exclusive representation principles).
- Any resulting AWOL coding, denied time, delayed pay, or workload issues would violate make-whole principles, workload adjustment obligations (47.04), and performance/leave articles.

These violations are ongoing and affect the Union as an institution and all stewards, particularly those with allocations below 100%.

Requested Remedies

The Union demands the following remedies (to be expanded or adjusted as appropriate in processing):

- 1. Cease and Desist:** Immediately stop requiring any details beyond a basic advance request for time and use of the proper GovTA code. Instruct all supervisors to adhere strictly to Article 47.06 as written and to past practice.
- 2. Rescission and Make-Whole:** Retract all unlawful instructions/emails; restore any improperly denied or delayed

official time; make whole any affected employees (including back pay, adjustments, removal of AWOL or negative notations).

- 3. Training and Notice:** Provide training to all relevant supervisors/managers on Article 47 and official time rights. Post a notice (Agency-wide or appropriate scope) admitting the violations and committing to compliance (FLRA-style notice).
- 4. Bargaining:** Upon request, bargain in good faith over any proposed changes to official time procedures.
- 5. Additional Relief:** Expunge any related disciplinary records; compensatory damages or other appropriate relief for interference/harassment; attorney fees/costs if applicable; any other remedies the arbitrator deems just and proper, including findings of bad faith or repudiation.

This grievance is filed on behalf of the parties (Union) and all affected employees under Article 51. AFGE Council 222 requests a meeting within 20 days to discuss resolution per ARTICLE 51, Section 51.15. If unresolved, we reserve the right to advance to arbitration (ARTICLE 52) or file an unfair labor practice charge with the FLRA.