American Federation of Government Employees
National Council of HUD Locals 222

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VIA ELECTRONIC MAIL

September 5, 2025

MEMORANDUM FOR: Scott Turner, Secretary,
U. S. Department of Housing and Urban Development

THROUGH: Daniel Raymond, Branch Chief
Employee and Labor Relations

FROM: Antonio Gaines, President /s/
AFGE National Council of HUD Locals 222

THROUGH: Ashaki Robinson, PhD/s/
Regional Vice President
AFGE National Council of HUD Locals 222

SUBJECT: Grievance of the Parties HUD's Continuing Repudiation of Articles 4, 12, and 49

INTRODUCTION

Pursuant to Article 51 of the HUD AFGE Collective Bargaining Agreement (CBA), AFGE Council 222 submits this Grievance of the Parties.

This grievance arises from HUD's deliberate and continuing repudiation of Articles 4, 12, and 49 of the CBA, as well as corresponding rights under the Federal Service Labor-Management Relations Statute (Statute). HUD's actions deprive employees of due process and prevent the Union from fulfilling its statutory representational duties.

Employees have been denied Union presence in formal discussions, subjected to discipline and administrative leave in secrecy, and reassigned without required Article 49 protections. These are not isolated errors but reflect HUD's adoption of unlawful positions as standing policy.

STATEMENT OF THE GRIEVANCE

AFGE Council 222 grieves HUD's repudiation of Articles 4, 12, and 49 of the CBA and related statutory violations. HUD has:

- Failed to provide the Union with proper notice and opportunity to attend formal discussions (**see Exhibits 1–3**).
- Failed to notify the Union of disciplinary actions and administrative leave placements, while withholding names and documentation and conditioning disclosure on "employee designation" (**see Exhibit 6**).
- Failed to issue Article 49 notices for workstation moves and reassignments, inconsistently applying notice obligations across the Department (**see Exhibits 7-12**).

Each failure constitutes a continuing violation of the CBA and the Statute.

COUNT 1 – ARTICLE 4 VIOLATIONS (FORMAL DISCUSSIONS & DELEGATION OF AUTHORITY)

HUD failed to appropriately notify the Union of PIH, CPD, and OA All Hands meetings (**see Exhibits 1–3**).

In fact, Labor Relations Branch Chief Daniel Raymond admitted in writing that the Agency had failed to comply, stating:

"This one went out on May 29, and I acknowledge we dropped the ball."

On July 22, 2025, Council 222 delegated representatives under Article 4.05 (**see Exhibit 5**), yet HUD excluded Dr. Ashaki Robinson from subsequent notices. Council President Antonio Gaines was forced to complain that:

"ELR has routinely omitted AFGE Local 476 President and Council appointee, Dr. Ashaki Robinson from several national notifications since my July 22, 2025, email to you."

Employee Harm: Employees attended meetings on conditions of employment without representation, violating 5 U.S.C. § 7114(a)(2)(A).
Repudiation: Ignoring Article 4 obligations and Council designations repudiates Article 4.
ULPs: Violations of §§ 7114(a)(2)(A) and 7116(a)(1), (5), (7).

Continuing Violation: Each time HUD conducts a meeting without proper Union notice or excludes a Council-designated representative, it commits a fresh and continuing violation of Article 4 and § 7114(a)(2)(A).

COUNT 2 – ARTICLE 12 VIOLATIONS (DISCIPLINE AND NOTIFICATION)

August 12 14, 2025: HUD refused Union requests for proposal documents unless the employee "designated" the Union (**see Exhibits 7–8**). HUD management wrote:

"Management has not received a designation from the employee ... As such, management may [not] share this information with the Union under 12.06."

Further, the Agency's so-called "notification" merely stated that an unidentified employee had received a proposed removal for AWOL, without providing the employee's name or duty station. AFGE Local 476 represents approximately 2,000 bargaining unit employees, making it impossible for the Union to determine who is affected and who requires representation without that information. By withholding these essential details, the Agency obstructs the Union's ability to fulfill its statutory role as exclusive representative. This practice denies employees the due process protections embedded in Article 12 of the CBA and prevents them from exercising their right to union assistance when facing disciplinary action. In effect, the Agency's conduct strips employees of their protected rights and repudiates the negotiated agreement.

Employee Harm: Employees risk discipline, leave, and removals without representation.
Repudiation: Conditioning access to proposals on employee "designation" violates Articles 12.06 and 12.07.
ULPs: Violations of §§ 7114(b)(4), 7116(a)(1), (5), (8).

Continuing Violation: Every new disciplinary action or administrative leave placement issued without proper Union notice constitutes a continuing violation of Article 12 and the Statute.

COUNT 3 – ARTICLE 49 VIOLATIONS (REASSIGNMENTS & WORKSTATION MOVES)

May 2025: CPD solicited HQ-to-field "voluntary" reassignments, declaring Article 49 inapplicable (**see Exhibits 10 - 12**). In explaining its refusal to bargain, Daniel Raymond asserted:

"As management is not exercising a management right ... Article 49 does not apply. Which is why the Union was not engaged for any impact and implementation bargaining."

In addition, HUD sometimes issued "courtesy" notices instead of required Article 49 notices, with management dismissing Union bargaining rights as unnecessary:

"Since Management has not initiated a change ... Article 49 does not apply and the Agency does not have to provide the Union an opportunity to bargain."

Similarly, Employee & Labor Relations Specialist Michael Bailey wrote regarding a reassignment:

"Because the employee has now requested to be volunteer management believes no Article 49 notice is required."

The Union notes that this same employee was initially included in a Management-Directed Reassignment that properly triggered Article 49 bargaining obligations. However, once the employee expressed willingness to "volunteer," the Agency unilaterally declared based solely on its own interpretation that its obligation to bargain the impact and implementation of the reassignment no longer applied. This inconsistent approach has created a double standard: some offices, including Nashville, Birmingham, and Puerto Rico, issued proper Article 49 notices (Exhibits 7 9), while others have denied coverage by labeling moves as "voluntary" (Exhibit 11). Such selective application undermines Article 49, circumvents the Union's statutory right to bargain, and confuses employees as to when their contractual protections apply.

Employee Harm: Relocations occurred without bargaining, undermining safety, equity, and workload protections.
Repudiation: HUD's "voluntary" loophole rewrites Article 49.03 and violates past practice.
ULPs: Violations of §§ 7116(a)(1), (5), (7).

Continuing Violation: Every workstation move or reassignment implemented without proper Article 49 notice constitutes a fresh and continuing violation of Article 49 and § 7116(a)(5).

CONTRACTUAL VIOLATIONS

HUD has repudiated and breached multiple provisions of the HUD AFGE Collective Bargaining Agreement (CBA). These are not minor disagreements over interpretation but categorical refusals to honor clear, bargained-for obligations.

1. Article 1 – Recognition of the Union & Compliance with Law

- **Requirement:** Article 1 recognizes AFGE Council 222 as the exclusive representative of bargaining unit employees and requires the Agency to carry out all rights and obligations consistent with law.
- **Breach:** HUD has conditioned the Union's ability to receive disciplinary proposals and supporting documentation on individual employee "designation", excluded Council-designated representatives from notices, and declared bargained provisions "inapplicable".
- **Repudiation:** By ignoring its obligation to recognize AFGE Council 222 and to follow the Statute, HUD has violated both the recognition clause and the law-compliance clause of Article 1.
- **Harm:** The Union's role as exclusive representative is undermined, and employees are deprived of guaranteed representation rights.
- **Continuing Violation:** Each time HUD applies this policy, it commits a continuing violation of Article 1.

2. Article 4 – Formal Discussions

- **Requirement:** Article 4 requires HUD to provide the Union notice and opportunity to be present at all formal discussions, and to recognize Union representatives designated under Article 4.05.

- **Breach:** HUD repeatedly failed to provide appropriate notice for PIH, CPD and OA All Hands meetings (e.g. excluding appropriate Council members, did not provide a link to the meeting etc.). Even after receiving Council's July 22, 2025, delegation of authority (naming Dr. Robinson and others), HUD excluded Dr. Robinson from distribution lists.

- **Repudiation:** HUD's refusal to provide notice or recognize Union designees is a direct repudiation of Article 4.

- **Harm:** Employees attended meetings where conditions of employment were discussed without representation, depriving them of the protections guaranteed by the CBA and statute.

- **Continuing Violation:** Every time HUD omits required notice or excludes a designated representative, it commits a continuing violation of Article 4.

3. Article 12 – Discipline and Adverse Actions

- **Requirement:** Articles 12.06 and 12.07 require the Union to be notified contemporaneously of disciplinary and adverse action proposals, including a general statement of charges, the proposed action, and the decision.

- **Breach:** HUD issued skeletal "Union Notifications" that omitted employee names, office, and proposals. HUD further refused to provide documentation absent employee "designation".

- **Repudiation:** HUD's deliberate withholding of names of impacted bargaining unit employees and documents are a repudiation of Articles 12.06 and 12.07.

- **Harm:** Employees facing removals, AWOL charges, or administrative leave are deprived of Union representation and due process, risking loss of pay, benefits, and employment.

- **Continuing Violation:** Each new disciplinary proposal or admin leave placement without notice is a continuing violation of Article 12.

5. Article 49 – Workstation Moves and Reassignments

- **Requirement:** Article 49 requires HUD to notify the Union and provide an opportunity to bargain over workstation moves and reassignments.

- **Breach:** HUD inconsistently applied Article 49. Some offices (Nashville, Birmingham, Puerto Rico) issued proper notices, while others issued only "courtesy" notices or declared Article 49 "not applicable" where moves were deemed "voluntary".

- **Repudiation:** HUD's unilateral creation of a "voluntary exemption" and selective application of Article 49 constitutes repudiation of Article 49.03.
- **Harm:** Employees have been moved or reassigned without Union involvement, losing protections relating to workplace safety, equity, and workload distribution.
- **Continuing Violation:** Each move or reassignment carried out without Article 49 compliance is a continuing violation.

6. Article 51 – Grievance Procedure

- **Requirement:** Article 51 guarantees the enforceability of negotiated rights through the grievance process.
- **Breach:** HUD's categorical positions that Articles 12 and 49 "do not apply" amount to a refusal to recognize enforceable rights under the CBA.
- **Repudiation:** By denying the applicability of negotiated provisions, HUD repudiates Article 51 itself.
- **Harm:** The grievance procedure is rendered meaningless if HUD can unilaterally declare that contractual provisions do not exist.
- **Continuing Violation:** Each assertion that contract provisions are "not applicable" constitutes a continuing violation of Article 51.

7. Past Practice (Implied Obligation)

- **Requirement:** Longstanding and consistent practices become binding conditions of employment when not modified through bargaining.
- **Breach:** For years HUD provided the Union with disciplinary proposals and treated workstation moves as subject to Article 49. HUD's sudden reversal issuing skeletal notices, conditioning disclosures, and downgrading required notices to "courtesy" status is a unilateral change.
- **Repudiation:** Abandoning established practice without bargaining is a repudiation of both implied contractual obligations and the duty of good faith.
- **Harm:** Employees and the Union lose the protections and expectations developed through decades of established practice.
- **Continuing Violation:** Each new departure from these established practices constitutes a continuing violation of the CBA.

Each of these is a **direct contractual breach**, separate from statutory ULPs.

UNFAIR LABOR PRACTICES (ULPs)

HUD's conduct also constitutes multiple **unfair labor practices under the Statute**, which must be addressed independently from the contractual breaches:

- **Failure to Provide Notice of Formal Discussions.** By failing to appropriately notify the Union of PIH, CPD and OA meetings, HUD violated § 7114(a)(2)(A). These failures deprived employees of their statutory right to Union representation in discussions concerning conditions of employment. Each instance constitutes an independent violation of § 7116(a)(1), (5), and (7).

- **Refusal to Provide Disciplinary Proposal Documentation.** By refusing to provide the Union with proposals and supporting documentation absent "employee designation," HUD violated § 7114(b)(4). This unlawful condition directly undermined the Union's statutory duty to represent employees and constitutes a violation of § 7116(a)(1), (5), and (8).

- **Improper Handling of Reassignments and Workstation Moves.** By refusing to issue Article 49 notices for reassignments and workstation moves and dismissing these as "voluntary," HUD unilaterally changed conditions of employment, violating § 7116(a)(5). Each instance demonstrates HUD's ongoing repudiation of its statutory duty to bargain.

Collectively, these actions interfere with employee rights under § 7102, prevent the Union from fulfilling its statutory obligations, and amount to a **continuing pattern of ULPs** under the Statute.

REMEDIES REQUESTED

To fully remedy HUD's repudiation of the CBA and systemic statutory violations, the following relief is necessary. These remedies are tailored to correct past harm, restore the status quo ante, and prevent recurrence. They are authorized under the Statute, particularly 5 U.S.C. § 7118(a)(7), which empowers the FLRA (and arbitrators applying statutory standards) to order broad, equitable relief.

A. Global Remedies

- **Department-wide Cease-and-Desist Order (§ 7118(a)(7)):** HUD has adopted unlawful interpretations of Articles 4, 12, and 49 as policy. A Department-wide cease-and-desist order is necessary to prevent further systemic violations.

- **Notice Posting Signed by the Secretary (§ 7118(a)(7)(D)):** To remedy the chilling effect on employees' § 7102 rights, HUD must post and disseminate a nationwide notice signed by the Secretary, assuring employees that the Agency will respect their rights and comply with the CBA.

- **Mandatory Training (FLRA precedent – SSA, 64 FLRA 293 (2009)):** Nationwide training for ELR and program management officials is necessary to ensure compliance with Articles 4, 12, and 49. Training is an appropriate remedy when violations stem from systemic misapplication of contractual/statutory requirements.

- **Quarterly Compliance Reporting (FLRA precedent – DOJ, 68 FLRA 492 (2015)):** HUD must provide quarterly compliance reports for 12 months, detailing Article 4, 12, and 49 notices and disclosures. This remedy ensures sustained compliance and prevents recurrence.

B. ARTICLE-SPECIFIC REMEDIES

- **Article 4 (Formal Discussions):**

    - Correct and update distribution lists to ensure all Council-designated representatives receive notice, consistent with Article 4.05.

    - Re-brief or rerun improperly noticed meetings upon the Union's request, restoring representation that was denied.

    - Toll any deadlines triggered by meetings where the Union was excluded, ensuring the Union is not disadvantaged by HUD's failures.

    - **Statutory basis:** § 7114(a)(2)(A) guarantees Union presence; status quo ante relief is appropriate to cure the denial of representation.

- **Article 12 (Discipline and Administrative Leave):**

    - Immediately produce all withheld disciplinary proposals and supporting documentation, as required by Article 12.06 and § 7114(b)(4).
    - Restart or toll reply periods where the Union lacked timely access, to restore due process.
    - Conduct an audit of all disciplinary and administrative leave actions over the past 12 months, providing the Union with any missing materials.
    - **Statutory basis:** FLRA precedent holds status quo ante remedies appropriate where unilateral changes or refusals to provide information undermine representational rights (see INS, 47 FLRA 170 (1993)).

- **Article 49 (Workstation Moves and Reassignments):**

    - Status quo ante relief (or retroactive bargaining/make-whole relief) for all reassignments and workstation changes implemented without proper Article 49 notice.
    - Develop and issue a Standard Operating Procedure (SOP) mandating uniform compliance with Article 49 across all HUD offices.

- Provide a centralized tracker of all workstation moves/reassignments to the Union for 12 months.
- **Statutory basis:** § 7116(a)(5) prohibits unilateral changes; FLRA routinely orders status quo ante relief for repudiations of negotiated procedures.

C. OTHER RELIEF

- **Attorney Fees and Costs (§ 7118(a)(7)(K)):** Where the Union incurred expenses due to HUD's repudiation, recovery of attorney fees and costs is appropriate to make the Union whole.

- **Additional Relief:** The Union requests any other relief the arbitrator or FLRA deems necessary to effectuate the Statute and restore the status quo ante.

MEETING UNDER ARTICLE 51

The Union does **not** request a meeting. The issues raised are systemic, well-documented, and amount to contractual repudiation and statutory ULPs. A meeting would not resolve these matters. HUD must provide a **written response within the contractual 30-day timeframe**.

INVOCATION OF ARBITRATION

If HUD fails to provide a timely or satisfactory written decision within 30 days, AFGE Council 222 hereby **invokes arbitration** under Article 52.

This grievance therefore serves as both:

1. A grievance of the parties under Article 51, and

2. An invocation of arbitration under Article 52, effective automatically upon HUD's non-resolution.

EXHIBITS

The following exhibits provide direct evidence of HUD's repudiation of Articles 4, 12, and 49 and statutory violations. Each demonstrates both contractual breaches and violations of specific statutory provisions:

Exhibit 1: Notice of PIH All Staff Meeting Union excluded from notification
Exhibit 2: Notice of CPD All Hands Meeting Union excluded
Exhibit 3: OA All Hands Town Hall Meeting notice with no link to meeting
Exhibit 4: Council 222 Delegation of Authority (July 22, 2025)
Exhibit 5: Council President Email to D. Raymond regarding Omission of Regional Vice President for Headquarters (Robinson) from Article 4 notices

Exhibit 6: HUD skeletal Union Notification for proposed removal (Article 12 Failure to Notify August 23, 2025)
Exhibit 7: Article 49 Notification Nashville Field Office workstation moves
Exhibit 8: Article 49 Request BUE move (Birmingham Field Office)
Exhibit 9: Article 49 Notice Puerto Rico Field Office reassignment
Exhibit 10: D. Raymond refusal to issue Article 49 notices (May 27, 2025)
Exhibit 11: Courtesy Notice of Private Office Move (CBA 57.04(3)(b))
Exhibit 12: OGC Directed Reassignment Employee (August 12, 2025)