

Employee Grievance

U.S. Department of Housing and Urban Development

Employees must use this form to file grievances at steps 2 and 3 of the grievance procedure. Use of this form is optional at step 1.

Check one of the boxes: Step 1 Step 2 Step 3

Name of Grievant: AFGE HUD Council of Locals #222	Office Code:	Duty Phone: 202-402-5243
Name of Union Representative (if any): Perry Casper	Office Code:	Duty Phone: 971-222-2628

Briefly describe the incident-causing grievance. Include date, time, and place, management officials involved, if any:

As an ongoing mis-application of the Multifamily Reorganization (MFRT) Supplement #135 there is a continuing condition of not providing "First Consideration" to current HUD Multifamily Housing employee applicants that are subject to relocation or elimination for vacancies within the employees commuting areas.

April 26, 2013 the U.S. Department of Housing and Urban Development (HUD) notified AFGE HUD Council of Local #222 (the Union) of a notification of Reorganization of the Office of Multifamily Housing. The Union responded with a Demand to Bargain this reorganization on May 3, 2013 pursuant to the CBA Article 5 including preliminary proposals. HUD intentions and the implementation that is now following is being conducted in five separate and distinct "waves" implementing portions of the reorganization in two of the ten HUD regions for each wave, which includes the consolidation of office Multifamily functions to 5 HUB offices and 7 Satellite offices.

Supplement #135 on the Subject of the Multifamily Reorganization and Transformation included a number of processes for affected employees to obtain work positions which would allow the employees to remain in their current geographic office. These options were negotiated under 5 U.S.C. Chapter 71 section 7114 and under the collective Bargaining Agreement (CBA) between HUD and AFGE Council of Local #222 Article 5.

During the negotiations that followed section #37 of Supplement #135 was bargained in good faith and agreed to as:

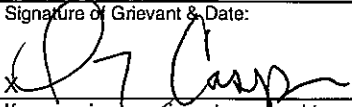
For all non-MFH vacancies arising during the implementation of the MFRT which are not filled through section 36 under this Supplement and are funded and posted in accordance with established hiring procedures, Management agrees to give first consideration within the commuting area to MFH employees whose positions are subject to relocation or elimination.

HUD and the Union engaged in Bargaining for five weeks which resulted in a mostly completed Supplement to the CBA by September 2013 however, the parties had six items that HUD was challenging the negotability . Negotiations resumed for a final partial day, that was tacked onto the end of a negotiation session for the new HUD/AFGE CBA (still not ratified at this filing) with a portion of the union team. During this extended negoation the additional agreement sections included a job exchange program which would be further and separately negotiated for use during the Multifamily Reorganization "waves". This was to complement the already negotiated "resume bank" job search process under section #36 and the above noted section #37 providing affected multifamily employees first consideration.

The Union and HUD negotiations resulted in a chain of processes to offer affected employees of the reorganization "opportunities" that allow employees to choose options of retirement, a buyout or payment to leave HUD, or the most commonly expected, a reassignment to one of the five HUB or 7 satellite offices.

- Questions and/or further correspondence in this matter should be sent to the union representative and the grievant.
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Signature of Grievant & Date:  Sept 4, 2014 Council 222 steward	Acknowledgement of receipt by Management (if personally delivered) Signature & Date:
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HUD employees in the Multifamily Program Division are generally older and more established in the communities and homes. According to HUD there are an estimated 60% of Multifamily employees eligible for retirement, and following the Housing crisis suffered by all American families some employees had homes that were underwater, could not be sold for the values they once held and many employees needed before entering retirement. Younger employees had children in school or had even just purchased their first homes and were expecting their first child. All of these necessitated the real opportunities to provide as many options to employees to stay in their current office work locations. With that understanding presented by the union HUD negotiated with the union section #36, #37 and #38 of the MFRT Supplement.

Section #36 created the opportunity for affected employees to submit job applications to a resume bank where Multifamily employees would need minimal qualifications to apply for positions prior to a wave in their current office locations. HUD required minimal qualifications and fully successful performance ratings and requested all supervisors and "The Program manager to make a good faith effort and is strongly encouraged to select MFH employee who is being required to relocate under the MFRT."

Section #37 was listed above.

Section #38 established a "Job Exchange" or job swap process for affected employee to swap jobs with other program employees located in their current offices. This allowed an employee who may wish to accept a buyout to swap with the MFH employee and the MFH employee would then work in a different program area but in the same current office location. They would not have to move/relocate, retire, take a buyout or relocate to keep a job in a different city.

What these three options provided was a chain of options. One to keep affected MFH employees in the same city when jobs were made know before the "wave", one to swap positions in the same office with another employee, and Section #37. Section #37 was the end of the chain, if the other options did not work and regular merit hiring processes were put in place then affected MFH employees would have a leg up, a "first consideration" for jobs in their own commuting areas/offices.

This last option in the chain, was literally not implemented by HUD during wave 1 and wave 2 and as of the filing of this greivance has not been implemented in any meaningful way that allows the process to be carried out. HUD ignored this process, allowed it to be circumvented in many ways by many different individuals all using techniques that guarenteed the failure of this process. As will be explained below, HUD acted arbitrarily and capriciously resulting in damage of great magnitude to individual employees and to the good faith efforts of collective bargaining with this Union Council.

The start of this may indeed date back to individual multifamily employees applying for positions in their current commuting area starting after the MFRT Contract Supplement became effective with wave one (1) but it is now come to the AFGE HUD Council of Locals attention through current Multifamily employees purposefully bringing this continuing mis-application to the attention of the Council (Union).

Most recent examples include in part:

- * Multifamily employees who have been advised by HUD/contract HR employees that no consideration was provided other than the same consideration for every applicant at the same time.
- * Employees were advised they did not receive first consideration since the position had a higher career ladder journeyman position than they were currently at (even though this is a merit application).
- * Multifamily employees being told that the position was really advertised to promote a current HUD employee already working in the program area. So consideration was not first, it was not real at all.

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- * Examples of current multifamily employees applying for a commuting area position that hired the non-affected multifamily employee over the affected multifamily employees with each multifamily employee being considered together and equally.
- * An example of a Multifamily employee with veterans preference not receiving first consideration and not receiving veterans preference considerations.
- * Multifamily employees who were older passed over for younger employees.
- * Multifamily employees who were considered based on conduct or word of mouth from other supervisors not in the selection chain.
- * Multifamily employees that were told too many other employee or outside applications were received and they could not consider them first.
- * Multifamily employees who were advised against applying or had indications before the selection that they were told they would not get the job and should not have bothered to apply.
- * Multifamily employees who received no word what-so-ever regarding their application or reason for non-selection.
- * Multifamily employees that were told they wouldn't lose their jobs so they had nothing to fear and not to worry about the selections or applications.
- * HUD focused on hiring from outside the Department to obtain new employees and not shifting employees.
- * Managers and selecting officials that said they had worked with the Multifamily employees for years and didn't want any of them in their program division.

Other problems with the mis-application include:

- * HUD Management Headquarters Policy employees misrepresenting what the Supplement provision says.
- * HUD failure to fully instruct supervisors, managers, selecting officials and all types of HR hiring, rating and ranking individuals of the HUD Contractual agreements. A failure to advise enforcement of the Contractual provisions on how to apply the provisions even that the provisions exist and what they mean.
- * Failure of HUD management to address hiring for affected multifamily employees in any meaningful and priority way at all points and with all provisions of the Contractual agreements bargained in good faith.
- * Failure by HUD management to adapt and pursue a mechanism in a purposeful manner to address Contractual agreements before the implementation of reorganizational changes and hiring process and notifications were provided to all employees.
- * HUD Management has allowed their HR hiring process to misunderstand that first/priority consideration is not a non-competitive agreement but a priority consideration process. Confusion of how to apply the section was never clarified but allowed to be perpetuated.

After all of these charged actions were brought to the Union's attention, the AFGE HUD Council specifically addressed this issue with management. HUD management representatives advised the Union in response that they were aware that HUD had not taken first consideration of MFH employees in the merit staffing of positions in their current locations. Additional Policy/Management representatives advised the Union that they believed this only applied to employees that were to be reassigned with no further clarification regarding the language in #37. These admissions to the Union included that there was not an understanding by HUD management on how to implement this process and that it was not implemented.

Identify the article(s) or section(s) of the master agreement / local supplement, law or regulation alleged to have been violated:

The HUD AFGE Collective Bargaining Agreement (CBA).

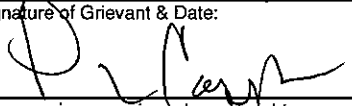
Also, more specific parts of the CBA include:

- * Supplement #135, Multifamily Reorganization and Transformation and also
- * Section #37 of Supplement #135. Which requires "First Consideration" of vacancies during the MFRT for MFH employees.

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X  Sept. 4, 2014
Council 222 St Louis

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- * Article 4 and section 4.01 Employees shall be treated fairly and equitably in the administration of this Agreement....and may grieve any matter related to employment.
- * Article 4 and section 4.09 Management and the Union recognize that the public interest requires the maintenance of high standards of conduct, equitably applied and clearly understood.
- * 4.09 (9) (a)(b)(d)(e)(f)(g)(h)(i)(j)(k) Prohibited Personnel Practices.
- * Article 22 and section 22.01 What a grievance means provisions.
- * Article 13 and section 13.01 evaluations on merit, facilitate career development, promote internal development and promote within HUD where feasible.
- * Article 13 and section 13.03 and 13.05. There is nothing in the Supplement Contract that would not allow the process as bargained in good faith to be used.
- * Article 22 and sections 22.01 referencing any claimed violation.

* Policy Notices and HUD e-mail directives advising HUD staff of "first Consideration for HUD Merit Staffing Positions".

* Violation of 5 U.S.C. 7114.

* HUD's Merit System Staffing Policy Handbook 335.1 and specifically section 3.4 Special Consideration Programs, which includes Priority Consideration.

All other violations not specifically listed that are under any law, rule, regulation, HUD Policy, Governmental Policy, Handbook, or Practice that may be applicable to this grievance and listed incident causing situation.

Identify the remedy you seek:

Any and all remedies that may be allowed by law.

These remedies may include but are not limited to:

- * Promotion of all employees denied first consideration to the next grade in the position that was applied for and is available under the position applied for. (Typically GS-13 from GS-12 position).
- * The immediate institution of notification to managers, supervisors and HR staff of the Collective Bargaining Agreement requirements, training as necessary on these CBA requirements, and the use of first (priority) consideration for all Multifamily affected employees in the MF Reorganization who apply for vacancies in their commuting area from this point to the completion of this CBA Requirement.
- * Any and all damages that an employee may have suffered when consideration was not provided or improperly provided to a multifamily reorganization affected employee. This may include the costs associated with a transfer and reassignment back to the location/city/office where the employee was employed when denied a local commuting area position through the failure to consider or provide real consideration, including all travel, moving and other legal expenses related to the reassignment back to that location.
- * A guarantee of no reprisal or retaliation toward any employee involved or affected by or who may have been affected by this grievance.
- * Any career ladder promotions for any employee not provided a first consideration during the merit staffing process under the MFRT Supplement.
- * The absolute clear notification to employee affected by the MFRT who applied for a merit staffed position under Supplement 135 section #37 that they will not be reassigned to any other HUD office during this MF Reorganization if they were denied first consideration.

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