

# 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 Council #222	Office Code:	Duty Phone: 202-402-5243
Name of Union Representative (if any): Perry Casper and Sal Viola	Office Code:	Duty Phone: 971-222-2628 917-607-1474

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

There is an ongoing reorganization of the Department of Housing and Urban Development Office of Housing Multifamily Program Division which was negotiated and resulted in Supplement #135 (note section #38) to the National Collective Bargaining Agreement between HUD and AFGE Council of Locals #222. This Supplement included an Appendix 3 to the Agreement on the Specific subject of Job swaps or a Job Exchange Program. Prior to the Appendix a Pilot Program on job swaps/job exchnages was agreed to by the parties. This reorganization is being conducted in five (5) "waves" or is incrementally being completed over a phased time period. Currently wave one is completing the implementation process and wave two is in the midst of the reorganization process.

It is the Union's belief and grievance that the job swap/job exchange contractual process was violated by the Department.

The job swap/job exchange program was designed and agreed " ...we try to accommodate and provide impacted employees with as much flexibility as possible ...." The HUD policy in May 2014 noted "The MFT Job Exchange Program will allow MFH employees to exchange jobs in order to remain in their current geographical location and will allow other employees the opportunity to relocate to another geographical location, and/or utilize the early out/buyout authority."

This program went on to say the purpose would "...allow employees in jobs throughout HUD to apply to "job swap" with MFH employees in consolidating offices who are being directed to relocate or electing to separate...."

The HUD policy noted "Applicants who do not meet selective placement factors are ineligible for the position."

HUD on an ongoing basis has denied eligibility for applicants due to geographic locations outside of the "wave" offices; has denied eligibility based on factors not agreed to with in the language and scope of the appendix , which noted in celar language in section 5 of appendix 3 to the Supplement that "Qualified means that each employee must possess the skills and experience essential to perform the duties of the exchanged position at a fully satisfactory performance level within 90 days of placement in the position with a reasonable amount of training."

The Negotiated Supplement 135 section #38 noted in the last line, "The negotiated program shall be extended for the duration of the implementation of the MFRT." It is vital to note that the Supplemental language was incorporated into the policy language in section #38.

The parties specifically set aside, during appendix 3 negotiations, that the determination of section #38 of Supplement 135, to have any difference of opinion on the meaning "...may be determined in any such grievecne proceedings and the

- Questions and/or further correspondence in this matter should be sent to the union representative and the grievant.
- The employee bears the responsibility for meeting all time limits for the filing and appeal of this grievance.
- Attach a copy of the record of the grievance discussion, if any.

Signature of Grievant & Date:  X	Acknowledgement of receipt by Management (if personally delivered) Signature & Date:  X
If your grievance is not resolved to your satisfaction, you may submit the grievance to the next step of the grievance procedure by signing and dating this form (at right) and attaching a copy of management's reply. Any additional information you believe is pertinent should also be attached.	Signature of Grievant & Date:  X

signing of this Appendix does not waive any rights to pursue those grievences and any other remedies under law, regulation or contract."

Finally it should be noted that section #8 of Appendix 3 of Supplement 135 specifically states "If there are any conflicts between agency policy and this Appendix, the Appendix shall take precedence."

Specifically, the Union believes the following charges towards HUD actions are proper and sustainable:

HUD Failed to follow the above language when determining eligibility.

HUD failed to find eligible employees who were applying from outside of their current office location. Specifically denying eligibility based on geographic locations.

HUD failed to hire Bargaining unit employees, those employees covered by these agreements by favoring management and supervisory employees in HUD while denying bargaining employees as much flexibility as possible.

HUD has violated employee contractual rights to a fair and equitable treatment of the Contract (CBA), Policy and application of the negotiated processes.

HUD's denial based on ineligibility for applicants simply because they were from offices other than those currently affected in the "wave" denies those employees in other offices from relocating or accepting buyout and/or early out authority. The Notice of ineligibility was incomplete, was inaccurate and denied employees a reasonable and timely appeal of the decision by HUD. Thus denying flexibility to more employees with an opportunity for a job swap or job exchange.

HUD did not base eligibility on qualifications alone. HUD also diluted the qualifications by expressing qualifications for ineligibility instead of qualifications for eligibility.

HUD management/supervisors were unprepared and untrained in how to apply this job exchange/job swap program leading to further misuse of the process.

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

The AFGE/HUD Collective Bargaining Agreement (CBA)

Also, more specific parts of the CBA include:

- \* Supplement 135 , Multifamily Reorganization Transformation and section #38 of the MFRT Supplement;
- \* Appendix 3 to the MFRT Contract Supplement,
- \* Section 4 of Appendix 3 of Supplement 135;
- \* Section 5 of Appendix 3 of Supplement 135;
- \* Section 8 of Appendix 3 of Supplement 135;
- \* Section 11 of Appendix 3 of supplement 135;

Also Article 4 of the CBA and specifically section 4.01, Employees shall be treated fairly and equitably in the administration of this Agreement...and may grieve any matter related to employment.

Also Article 22, Article 13, Article 34 and;

The HUD Policy Dated May 2014 titled Job Exchange Pilot Program.

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All policy Notices and Directives including those items placed on HUD's web pages advising HUD employee, supervisors and managers on the use of the job exchange/job swap and requirements.

Any Statutory violations;

Any and 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 incidents causing this complaint.

Identify the remedy you seek:

Any and all remedies that may be allowed by law.

These remedies may include but are not limited to:

- \* Providing a position, to any employee who applied for a job swap/exchange, in the office location of where the job to be exchanged was requested but the employee was not found eligible, or was not selected due to improper application of the CBA, Supplement, Appendix or any other violated policy or provisions of any type.
- \* Immediate notification and training to affected agency offices and employees on how to use the job swap/exchange program, including a web page dedicated to this policy.
- \* Any and all damages that an employee may have suffered or incurred when not allowed to participate or did not have full and accurate application of the program and procedures applied.
- \* A guarantee of no reprisals toward any employee or the union that takes part in any way under this Union Grievance of the Parties.
- \* Any and all expenses in travel or relocation of any employee back to the office where a job exchange/swap was available and the employee is still interested if they were denied proper application of the program and requirements of eligibility.
- \* Any remedy that is not now listed but may be listed during this grievance process.

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