



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

April 17, 2018

MEMORANDUM FOR: Towanda Brooks, Chief Human Capital Officer
Joseph Sullivan, Director, Employee and Labor Relations

FROM: Holly Salamido, President *Holly Salamido*
AFGE National Council of HUD Locals 222

SUBJECT: Grievance of the Parties: Breach of HUD-AFGE Council
222 Agreement Provisions Regarding Payment of
Performance Bonuses

In accordance with Article 51.15 of the HUD-AFGE Council 222 Agreement (Agreement), I am filing this Grievance of the Parties (GOP) with you. This GOP concerns the Department of Housing and Urban Development's (the Agency's) violation of Article 31.03 (2) of the Agreement regarding timely payment of bargaining unit employee Awards for Overall Performance, Article 6.01 of the Agreement regarding the fair and equitable treatment of employees, as well as any and all other law, rule, regulations, policy, handbooks or agreements that apply.

The Agency breached the Agreement in the following manner:

1. On or about September 30, 2017, the performance rating cycle for bargaining unit employees (BUEs) came to a close. During the several few months and prior to March 27, 2018, most BUEs were given performance appraisals.
2. On or about February 13, 2018, Council 222 Executive Vice President, Ashaki Robinson-Johns, emailed a manager at HUD, asking when the Agency would make a determination as to whether and the amount of awards to be made to BUEs for 2017 rating cycle. Ms. Robinson Johns received a response stating that no decision would be made on awards until a budget for the Agency was approved by Congress.
3. On or about March 26, 2018, Council 222 President, Holly Salamido, received an email from the Agency's Office of Human Capital representative, Peter Constantine, asking for a meeting to discuss performance awards. A meeting was set up for the following day, March 27, 2018.

4. On March 27, 2018, Council President Salamido met with Constantine and Deputy ELR Director Sonya Gaither. At that time, Constantine informed Salamido that the Agency had made a decision on awards. Constantine also communicated the amount of the awards decided on by management. At the time of the meeting when management communicated their decision, the Agency was in the middle of Pay Period 6.
5. At the March 27th meeting, Salamido reminded Constantine and Gaither that the Agreement between the Parties contained the following provision with regard to BUEs awards for overall performance:

“Management shall process the award granted within three (3) pay periods of the date of the decision to make the awards or the date of the appraisal, whichever is later.”

As a result of this language, the Agency was required to pay BUEs awards by Pay Period 9, three pay periods after the decision was made.

6. On March 30, 2018, Agency managers sent an email to BUEs, stating that the awards for overall performance would be processed “by the effective date of June 10, 2018/Pay Period 12/2018.” Thus, management informed employees (and the Union) that awards were going to be paid three pay periods late, in direct violation of the time requirements of Article 31.03(2).
7. Salamido immediately brought this to the attention of Constantine, who responded with an email simply stating, “Thank you for sharing this information with me.” The Agency has made no attempt to correct their decision as to the timing of payment of awards.

In accordance with 5 U.S.C. § 7116(d), this Grievance of the Parties also includes a claim that the Department intentionally repudiated the Agreement by deciding not to adhere to the required contractual timeframe, despite knowledge of same and committed an Unfair Labor Practice in violation of Federal Service Labor-Management Relations Statute at 5 U.S.C. § 7116(a)(1) and (5) when it deliberately failed to honor negotiated contractual provisions regarding payment of awards and the fair and equitable treatment of employees.

Meeting

AFGE Council 222 is **not** requesting a meeting with you for informal resolution pursuant to Article 51.15 (2) of the Agreement.

Remedy

1. Payment of interest for each award paid late, from the date of Pay Period 9 through Pay Period 12;
2. Indemnification of all BUEs for interest incurred on credit cards during that same time period, to the extent of the amount of the performance award;

3. Attorneys' fees related to the preparation and conduct of the arbitration, as well as the full costs of the arbitration, including but not limited to, arbitrator's fees and the travel expenses and per diem of Union witnesses who traveled to the arbitration site to testify;
4. Any other remedy available to the fullest extent of the law.

Response

In accordance with Article 51, Section 51.15(3) of the Agreement, please provide your written response within 30 days of receipt of this GOP.