



## National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFFILIATED WITH AFL-CIO

### Council 222

February 5, 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: Departmental Implementation of New Universal Critical Elements (FY 2026 EPPES)

Pursuant to Article 51 of the HUD/AFGE Collective Bargaining Agreement (CBA), the American Federation of Government Employees Council of HUD Locals, Council 222 (hereinafter “the Council” or “the Union”), hereby files this grievance of the parties against the U.S. Department of Housing and Urban Development (hereinafter “the Agency” or “Management”) for unlawfully implementing three new “universal” critical elements for non-supervisory bargaining-unit employees under the Employee Performance Planning and Evaluation System (EPPES) for the FY 2026 performance appraisal cycle. These elements: 1) Work Quality, Level of Independence, and Accountability; (2) Work Timeliness, Efficiency, and Volume; and (3) Customer Service and Stakeholder Engagement.

Despite the Council’s cease-and-desist demand dated December 6, 2025, HUD proceeded with implementation on or about January 20, 2026, including but not limited to issuing performance plans

incorporating these elements, training supervisors on their use, evaluating employees against them, and/or incorporating them into ongoing appraisals. This implementation action constitutes a repudiation of the collective bargaining agreement, an unfair labor practice, and violations of government-wide regulations. It has adversely impacted bargaining-unit employees' conditions of employment, including performance ratings, awards, promotions, job security, and telework rights.

## **Violations Cited:**

### **1. Violation of Article 30, Section 30.03 of the HUD/AFGE Agreement – Performance Standards Must Be Objective, Reasonable, Realistic, Attainable, and Measurable**

Article 30, Section 30.03 states: “Performance standards shall, to the maximum extent feasible, be reasonable, realistic, attainable, objective, measurable, and clearly stated in writing...

Performance standards will permit accurate evaluation of job performance on the basis of objective criteria...”

All three elements contain subjective, vague, and non-measurable language, including:

- Element 1: “innovative mindset,” “served as a model for others,” “remarkably extraordinary,” “helped the organization achieve results it would not likely have achieved.”
- Element 2: “proactively identified risks,” “innovative solutions,” “demonstrative savings,” “extraordinary large workload.”
- Element 3: “customers felt valued, respected, and satisfied,” “approachability,” “active listening,” “enhanced organizational reputation,” “role model.” Such terms do not permit objective evaluation and violate both the CBA and 5 C.F.R. § 430.203, which requires performance standards to be specific, measurable, achievable, relevant, and timed (SMART). FLRA precedent confirms that vague terms like these are

unenforceable (e.g., NTEU and IRS, 66 FLRA 528 (2012); AFGE Local 1858 and Army Missile Command, 43 FLRA 1 (1991)).

## **2. Violation of Article 30, Section 30.04 of the HUD/AFGE Agreement – Standards Must Be Based Solely on the Requirements of the Employee’s Assigned Position Description**

Article 30, Section 30.04 states: “Performance elements and standards shall be based only upon the requirements of the employee’s assigned position description.”

- Element 1 raises expected independence and complexity at every GS grade level beyond OPM classification standards (5 C.F.R. Part 511) and HUD position descriptions (e.g., GS-12 expected to “lead moderately complex programs,” which is GS-13/14 level work).

- Element 3 imposes universal “customer service,” “stakeholder engagement,” and “teamwork” duties on employees whose position descriptions lack such requirements (e.g., technical, analytical, or back-office roles like accountants, economists, IT specialists).

This de facto alters job duties without classification action, violating the CBA and FLRA case law (e.g., AFGE Local 1923 and HHS, 43 FLRA 977 (1992)).

## **3. Violation of Article 18 (Telework) and National Supplement 110 of the HUD/AFGE Agreement**

Article 18 and Supplement 110 establish telework as a contractual right, not subject to override by subjective preferences. Element 3 requires employees to offer in-person meetings or face-to-face video engagement whenever a customer, team member, or stakeholder prefers it. This creates a new performance expectation that employees must relinquish telework rights upon request, repudiating the negotiated telework provisions and interfering with conditions of employment.

#### **4. Violation of the Hatch Act (5 U.S.C. §§ 7321–7326) and 5 U.S.C. § 2302(b)(12) – Prohibited Personnel Practice**

Element 1 rates employees on “alignment with Administration priorities.” Evaluating federal employees based on political alignment with the current Administration is a prohibited personnel practice under 5 U.S.C. § 2302(b)(12) and violates the Hatch Act’s prohibition on political influence in personnel actions.

#### **5. Violation of 5 C.F.R. Part 430 – Government-Wide Performance Appraisal Regulations**

- 5 C.F.R. § 430.203 requires standards to be “specific, measurable, aligned with organizational goals, realistic, timely, and challenging” for accurate evaluation. The elements’ vague criteria and overly broad Minimally Successful levels fail this standard.
- 5 C.F.R. § 430.206(b) mandates that performance plans be issued timely (within 30 days of the rating cycle start) and that levels permit distinguishable performance; the elements’ indistinguishable thresholds (e.g., “on occasion” triggering Level 2) violate this.
- Implementation without revision constitutes an unfair labor practice under 5 U.S.C. § 7116(a)(1) and (5), as it changes conditions of employment without fulfilling statutory obligations.

## **Remedy Sought:**

- 1.** Immediate rescission of the three universal critical elements and any performance plans, ratings, or actions taken under them for FY 2026.
- 2.** Restoration of the status quo ante, including reversion to prior performance elements and standards.
- 3.** Make-whole relief for any affected employees, including retroactive adjustments to ratings, awards, promotions, or other benefits lost due to these elements.
- 4.** Cease and desist from further violations, with a posting of notice to all employees acknowledging the violations.
- 5.** Attorney fees, costs, and any other relief deemed appropriate under the CBA and law.
- 6.** Expedited arbitration if not resolved at this step.

In accordance with Article 51, Section 51.15, the Union requests a written response within 30 days stating the Agency's position regarding the grievance. If unresolved, the Union reserves the right to advance to arbitration under Article 52.