



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

May 16, 2013

MEMORANDUM FOR: Jackie Mercer-Hollie, Director
HUD Employee and Labor Relations Division

FROM: Eddie Eitches, President
AFGE National Council of HUD Locals #222

SUBJECT: Grievance of the Parties concerning Administrative Furloughs

In accordance with Article 22, Section 22.15(1) of the HUD-AFGE Council 222 Agreement (Agreement), I am filing this Grievance of the Parties (GOP) with you. This GOP concerns HUD's violation of the Memorandum of Understanding on Department-Wide Furloughs of Less Than 30 Days, as well as any and all other law, rule, regulations, policy, handbooks or agreements that apply.

The agency breached the Memorandum of Understanding Between U.S. Department of Housing and Urban Development and American Federation of Government Employees National Council of HUD Locals 222 (MOU), and failed to bargain in good faith with respect to the MOU. The following sections of the MOU were violated:

1. Section 2 (1) of the MOU says that "HUD has reviewed its budget and expenditures and is reducing costs through all possible means, while not compromising the mission of the Department." This section was violated by the agency: a) not using prior year money to reduce furlough days; b) continuing to hire, without offering positions to the employees soon to be displaced by office closings.
2. Section 2 (3) of the MOU says "The Department will review and provide periodic summaries of the budget status and budgetary impacts of the furlough." This section was violated by failing to provide the union with updated budget information.
3. Section 2 (3) says "The Department shall determine if the remaining furlough time can be eliminated or reduced. Should the Department's situation change so that furloughs can be shortened, the Department shall act promptly to cancel additional furlough time." This section was violated when the agency failed to determine whether furlough days can be reduced and utilized existing money to fund the small office closures, MF reorganization, and associated relocation costs and buyouts.
4. Section 2 (4) says "The Department will consider suggestions from the Union regarding cost savings that may alleviate the need for furlough." This section was violated when the agency failed to act in good

faith to consider union suggestions. In particular, the agency failed to consider the union's suggestion to delay the multi-family reorganization and office closures, and to use the savings to reduce furlough days.

5. Section 3 (6) says that “To the extent practicable, the Department shall review and strongly consider implementation of all potential cost savings measures in an attempt to reduce the amount of furlough time.” This section was violated because the agency did not strongly consider delay of the multifamily reorganization and office closures. In addition, the Department continues to hire, rather than offering available positions to employees they plan to displace in the office closures and multifamily reorganization.

6. Section 7 (1) says that HUD began a freeze of external hires on March, 2013, and that “As determined by management, there will be limited exceptions to this hiring freeze based on mission critical needs of the Department.” This section was violated because the Department has not made limited exceptions to the hiring freeze, but has continued to hire without regard for this provision.

In accordance with 5 U.S.C. § 7116(d), this Grievance of the Parties also includes a claim that the Department failed to bargain in good faith 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 failed to advise union negotiators of the actual availability of budget funds that would obviate the need for furlough days.

Meeting

AFGE Council 222 is **not** requesting a meeting with you for informal resolution pursuant to Article 22, Section 22.15(2) of the Agreement.

Remedy

1. Immediate rescission of all remaining furlough days.
2. Repayment to all individual HUD employees of money lost through furlough days already conducted.
3. Delay of the small office closures and the multifamily organization until budgetary information has been provided to the union, and management has fully considered union suggestions as to alternatives measures.
4. Any other remedy available to the fullest extent of the law.

Response

In accordance with Article 22, Section 22.15(3) of the Agreement, please provide your written response within 30 days of receipt of this GOP.

cc: Perry Casper, AFGE Council 222 Chief Steward & Region 10 Regional Vice President
Ricardo Miranda, AFGE Council 222 Assistant Chief Steward