



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

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MEMORANDUM FOR: John Anderson, Senior Advisor, Employee Labor Relations Division,
AHED
Donnell Boykin, Deputy Director, Employee Labor Relations
Division, AHED

FROM:  Jerry Gross, Mid-term Bargaining Chair, AFGE Council 222 of HUD Locals

Subject: Demand to Bargain – Agency-wide Employee Advisory Board

This will serve as AFGE Council 222's (the Union's) demand to bargain over the Department's August 23, 2013, proposal to implement an Agency-wide Employee Advisory Board (EAB). This also serves as the Council's demand to negotiate over any existing Employee Advisory Boards or comparable employee groups that the Department or any component of the Department may have established previously. The Council provides this response in accordance with Article 5 of the AFGE-HUD collective bargaining agreement.

Council 222, as the exclusive representative of its national bargaining unit within HUD, does not agree to the creation and implementation of any employee advisory board committees as that would constitute a waiver of its national consultation and representational rights. Council 222 does not agree to waive any of its national consultation and representational rights under the Federal Service Labor-Management Relations Statute.

Below are our preliminary proposals:

1. Management shall take no actions to implement, advertise, announce, or otherwise establish any employee advisory board before completing negotiations in good faith, and then only to the extent agreed upon in writing between the Union and management. The implementation or announcement of any Agency-wide, local, or program employee advisory board without negotiations improperly bypasses the Union.
2. Management agrees that it will take no actions that violate the existing HUD-AFGE collective bargaining agreement, including all signed supplements to that agreement (the Contract).
3. Management continues to recognize the Union as the sole and exclusive representative for all bargaining unit employees, and will take no action to enter into agreements or understandings with any group of bargaining unit employees regarding conditions of employment, as covered by the Contract. Section 1.01, Recognition, states:

Section 1.01 - Recognition.

- (1) The Union is recognized as the sole and exclusive representative for all bargaining unit employees as defined in the following Sections of this Article.
 - (2) As the sole and exclusive representative, the Union is entitled to act for and to negotiate agreements covering all employees in the bargaining unit. The Union is responsible for representing all employees in the bargaining unit without discrimination and without regard to Union membership.
 - (3) Management agrees that in regard to the bargaining unit, it will not enter into other agreements, understandings, or contracts with any other organization, association, group of employees, or union on matters concerning the conditions of employment of the bargaining unit.
 - (4) Management and the Union agree that, in regard to the bargaining unit, they will not do anything by custom or practice that will contravene or violate this Agreement.
4. The Union, including all AFGE Locals, does not waive any rights as the sole and exclusive representative of bargaining unit employees, including as related to employee advisory committees by any name, bargaining rights, and presence at formal discussions.
 5. The Union, including all AFGE Locals, does not agree to any bypasses in communications with bargaining unit employees.
 6. The Union shall continue to serve as the sole and exclusive representative of bargaining unit employees. This precludes the establishment of employee advisory boards as proposed by management.
 - a) Management's establishment of employee advisory boards or similar groups of bargaining unit employees that serve as representatives of other bargaining unit employees for the purposes of "discussing, validating, and making recommendations and implementation plans" to effect changes in employee working conditions violates Section 1.01 and constitutes an unfair labor practice under 5 USC § 7116(a).
 - b) The authority described in section 2(2) of the proposed Agency-wide Employee Advisory Board Charter, "Provide an agency-wide voice for HUD employees," as well as the other contents of the proposed charter, constitutes a clear bypass of the Union as the sole and exclusive representative of all bargaining unit employees.
 7. Only those representatives certified by the Union in accordance with the Contract shall be recognized as employee representatives for bargaining unit employees.
 8. Council 222 and all AFGE Local Presidents shall continue to be notified of any and all formal discussion with bargaining-unit employees in accordance with Article 3 of the Agreement and the Federal Service Labor-Management Relations Statute. Contract section 3.03(1) reads:

The Civil Service Reform Act of 1978 provides that the Union shall be informed of and be entitled to be present at "all formal discussions" between one (1) or more representatives of Management and one (1) or more unit employees, or their representatives, concerning any grievance, personnel policies and practices, and other general conditions of employment. Consistent with the Act, Management will not communicate directly with employees regarding conditions of employment in a manner which under the law will improperly bypass the Union.

The proposed employee advisory board charter establishes a clear and direct violation of Article 3 and the Statute in section 4.02, "To maintain open and honest communication with the Deputy Secretary, the EAB will have a conference call with the Deputy on the first Tuesday of the first month of each quarter."

9. As the Union does not agree to waive any of its national consultation rights nor any other rights as exclusive representative of bargaining unit employees, there is no need to establish employee advisory boards or similar committees. The Union, as the representative of bargaining unit employees, and the Contract provide the means and method of sharing information and ideas between management and bargaining unit employees. Additionally, universal access to email provides all employees with a means of direct communication to any level of management.
10. Management will immediately halt all actions to implement an Agency-wide employee advisory board, and will discontinue any existing program office, support office, organizational, regional, or local employee advisory boards, all of which are in violation of 5 USC § 7116(a) and Section 1.01 of the Contract. Management shall not bypass the Union by establishing any employee group, whether named an employee advisory board or otherwise titled, to serve as employee representatives. The Department shall not use any employee group to issue surveys to bargaining unit employees without informing the Union, to plan changes to working conditions outside of proper negotiating channels, or to meet in person, by telephone, or electronically, with any level of management as a representative of bargaining unit employees, thereby bypassing the Union.
11. The Union and management agree that having input from a wide number of bargaining unit employees can have a positive impact on employee morale. The Union may at its discretion establish bargaining unit employee committees that meet monthly for the purpose of advising the Union of issues of concern to the bargaining unit.
 - a) The Union shall select volunteers to serve on any and all bargaining unit employee committees.
 - b) Members and officers of such bargaining unit employee committees shall report only to the Union, as the sole representative of bargaining unit employees. The Union shall determine which issues and ideas will be raised with management.
 - c) Time spent by bargaining unit employee committee members on meetings, conference calls, or projects related to the committees shall be during work hours and without charge to official time.
 - d) Bargaining unit employee committee members shall not report to management, participate in meetings with management, or have management representatives attend or address panel meetings.
 - e) Only the Union, as the sole and exclusive representative for bargaining unit employees, may establish a charter, if any, for such bargaining unit employee committees.

- f) Management may not in any way influence, control, or suggest agenda items or limitations to the agenda.
12. Only duly elected or certified Union representatives shall serve on any joint management-bargaining unit employee committee. All such Union representatives to a joint management-bargaining unit employee committee shall be appointed by Council 222 and AFGE Locals in accordance with Union procedures.
- a) No bargaining unit employees other than those appointed as described above shall serve on a joint management-bargaining unit employee committee.
 - b) Any joint management-bargaining unit employee committee shall be composed of at least as many Union representatives as there are management representatives.
 - c) No Union member of any joint management-bargaining unit employee committee shall have less power, authority, or votes than a management member.
 - d) Time spent by Union representatives on meetings, conference calls, or projects related to such joint committees shall be during work hours and without charge to official time.
 - e) No such joint management-bargaining unit employee committee shall be established either nationally or locally without the express agreement from Council 222. Nothing in this section or any other statement herein constitutes the Union's agreement to form any committee involving or including bargaining unit employees.
 - f) The charters for any and all joint management-bargaining unit employee committees, including each committee's stated purpose, powers, and membership, shall be negotiated individually. Nothing written or implied in any charter shall constitute a waiver of Union rights as provided by statute and under the Contract.
13. Management shall not form any employee committees or boards that include bargaining unit employees except as described above. Management shall immediately disband any and all existing committees, boards, and similar groups that include bargaining unit employees.
14. AFGE Council 222 and AFGE Locals can terminate the appointment and participation of any and all bargaining unit employee representatives and/or participants on any bargaining unit employee committee, joint management-bargaining unit employee committee, or any other such committee at any time.
- a) The Union's decision regarding the appointment, participation, and removal of such committee members shall be final and not subject to approval by management.
 - b) If a supervisor does not permit the participation of a Union-appointed bargaining unit employee on any bargaining unit employee committee or joint management-bargaining unit employee committee, the Union has the right to withdraw its agreement to the charter and implementation of that committee at any time.

15. Council 222 and all AFGE Local representatives at formal discussions do not count towards the number of Union-appointed representatives to any bargaining unit employee committee or joint management-bargaining unit employee committee, or similar meeting.
16. No joint management-bargaining unit employee committee or bargaining unit employee committee shall supplant or assume the responsibilities and rights of the Council's or Local's executive boards. No such committee has any bargaining rights or representational rights, and the Union's agreement to establish any such committee does not constitute a waiver of any of its national consultation rights or any other rights as exclusive representative of bargaining unit employees.

These are preliminary proposals only, and the Union reserves the right to bargain or amend or add proposals, in accordance with Article 5 of the collective bargaining agreement. I will serve as the contact for this matter.

cc: Jacqueline Mercer-Hollie, Director, Employee Labor Relations Division, AHED
Kathryn Brantley, Acting Director, Office of Human Capital Services, AHE
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