


# National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
AFFILIATED WITH AFL-CIO

## Council 222

July 28, 2017

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

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

SUBJECT: Grievance of the Parties: Breach of HUD-AFGE Council 222  
Agreement Provisions Regarding Midterm Bargaining

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 49 of the Agreement, including but not limited to Article 49.05, which requires management to pay the travel and per diem costs of Union negotiators for midterm bargaining, as well as any and all other law, rule, regulations, policy, handbooks or agreements that apply. The Union further maintains that management's refusal to pay travel and per diem expenses for Union negotiators and to adhere to contractual and statutory requirements for bargaining constitutes bad faith.

The Agency breached the Agreement in the following manner:

1. On or about August 29, 2016, the Union filed a Demand to Bargain with the Agency regarding the Presidential Management Fellows Council (PMFC), after learning that management representatives, including the Chief Human Capital Officer, had met with employees claiming to represent bargaining unit employees in the PMFC and had accepted proposals for changes in working condition.
2. On or about August 30, 2016, the Agency notified the Union that it refused to bargain, claiming the the Union had waived its right to initiate midterm bargaining under the Federal Labor Relations statute when it signed the Agreement. The Agency took this position in bad faith and to impose delay, and with full knowledge that an arbitrator had already found that the Union had **not** waived its right to initiate midterm bargaining under the Agreement.
3. On or about September 6, 2016, the Union filed an Unfair Labor Practice charge with the Federal Labor Relations Authority, on the sole issue of whether the Agency's was required to bargain over Union-initiated midterm proposals

4. On or about April 6, 2017, Federal Labor Relations Authority issued a Complaint against the Agency, based on the Agency's refusal to bargain. A hearing was scheduled on the Charge for June 13, 2017.
5. On or about June 1, 2017, the Regional Director of the Washington Field Office of the Federal Labor Relations Authority entered into a unilateral Settlement Agreement with the Agency. The Union was not a party to the Settlement Agreement and did not agree to settle the case. Under the unilateral Settlement Agreement, the Agency agreed to engage in midterm bargaining on the Union-initiated proposals regarding the PMFC.
6. On or about July 25, 2017, the Union requested that bargaining be scheduled, in accordance with provisions of the Agreement. On July 27, 2017, the Union again requested that bargaining be scheduled and the Union be provided with travel codes, so that Union negotiators could travel to Headquarters for midterm negotiations, pursuant to the negotiated terms of the Agreement, and specifically Section 49.05 of the Agreement.
7. On or about July 28, 2017, management responded, claiming that the terms of the Agreement requiring management payment of Union travel expenses did not apply to Union-initiated midterm bargaining. The Agency refused to comply with the terms of the contract with respect to the payment of Union travel expenses and per diem for bargaining.

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 deliberately failed to honor negotiated contractual provisions regarding the payment of travel expenses and per diem for Union officials for statutorily required midterm bargaining.

This Grievance of the Parties addresses only the Agency's refusal to pay travel expenses and per diem for Union officials for Union-initiated midterm bargaining. It does not include any other issues related to management's apparent recognition of PMFC employees as representatives of bargaining unit 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. Immediate scheduling of travel for Union negotiators to come to Agency Headquarters at management expense to engage in midterm bargaining on the PMFC;
2. A written acknowledgement from the Agency that the provisions of Article 49 of the Agreement, including but not limited to travel expenses, apply to Union-initiated midterm bargaining;
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.