



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

September 26, 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 and Other
Statutory Violations

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 regarding mid-term bargaining, 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 Union further maintains that management's refusal to complete midterm bargaining that is underway 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 June 10, 2015, the Federal Labor Relations Authority (FLRA) issued a decision, finding that the implementation of the Single Point of Contact business model constituted a change in working conditions, implementation of which the Agency was required to bargain with the Union.
2. Following issuance of the FLRA decision, the Union repeatedly requested that the Agency agree to dates for bargaining. After almost a year of delay and failure to respond on behalf of the Agency, negotiations began in June of 2016.
3. Four different bargaining sessions were held over the next year and several issues were hotly contested. In particular, at issue was the nature and extent of training to be provided to employees who were assuming entirely new duties not in their current position description. This issue was central to the negotiations. Management proposed assigning significant and technical new duties to untrained bargaining unit employees such as Budget Analysis, Environmental Reviews, Grants Management, Energy Performance Contract review, and more.

4. A mediator was called in by the Agency to resolve outstanding issues, including but not limited to, those relating to training. At the time the mediator was called in, the parties had bargained 14 proposals to tentative agreement, and 10 proposals were still being negotiated.
5. The Union repeatedly requested mutually agreeable dates from the Agency for resumption of the mediation and subsequent negotiations. The Agency failed to respond. The Agency's Chief Negotiator then, without consulting the Union, contacted the mediator ex parte and told the mediator that his services were no longer needed.
6. While proposals were still on the table, the Agency delivered an unsolicited declaration of non-negotiability. In response, the Union repeatedly requested that the Agency return to the bargaining table.
7. The Agency refused to return to the bargaining table to complete bargaining, unilaterally declared negotiations concluded, and proceeded to implement the Single Point of Contact business model, including terms that had not been agreed to (such as training) in direct violation of Article 49.07 of the Agreement, as well as applicable law and regulation.

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 midterm bargaining 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. Immediate scheduling of bargaining to complete negotiations on the Single Point of Contact model;
2. Immediate halt to implementation of the Single Point of Contact business model, including the assignment of new duties to employees;
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.