




National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

June 18, 2018

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:
Management Notice of Proposed Midterm Bargaining on Covered
By Space Issues and Repudiation of Collective Bargaining
Agreement

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 statutory and contractual provisions, unfair labor practices and other violations of Federal law, which requires management to honor an existing negotiated collective bargaining agreement (CBA) until a new agreement has been negotiated. The Union further maintains that management's attempt to force bargaining on matters which are covered by the existing CBA is intended and has the effect of undermining negotiations for a new term contract, ground rules for which are scheduled to be negotiated beginning tomorrow, June 19, 2018. Management's attempts to engage in midterm bargaining on matters covered by the CBA constitutes bad faith, interference with Union business and violates the Agency's statutory obligation to avoid undue delay.

The Agency violated the Federal Labor Relations statute, engaged in unfair labor practices and breached the Agreement in the following manner:

1. The parties currently have a term CBA, in place which was the subject of extensive negotiations over the period of 4 years. The current CBA was ratified by the Union membership, and was approved by the previous Secretary of Housing and Urban Development.
2. The CBA contains extensive provisions regarding the provision of private office space to Union officials, as well as computers, telephones, printers with scanning and facsimile capability, lockable file cabinets for employee records, and other office equipment. These facilities and equipment are necessary for the Union to fulfill its

statutory obligation to meet with and represent bargaining unit employees, as required by the Federal Labor Relations statute. In addition, these facilities and equipment are necessary to safeguard personally identifiable information (PII) under the Privacy Act. These facilities are also necessary for the Union to prepare for contract negotiations.

3. Article 53.01 of the CBA specifically provides that the provisions of the CBA “shall remain in full force and effect” until a new CBA is negotiated between the parties and goes into effect.
4. On May 21, 2018, the Agency gave notice of its intent to negotiate a new CBA. Under the Article 53.03(2), negotiations on a new term CBA are required to commence within 30 days of either party sending notice of an intent to renegotiate the agreement. Accordingly, negotiations for ground rules for the new term CBA negotiation are scheduled to begin tomorrow, June 19, 2018.
5. On Thursday, June 14, 2018, five days before ground rules negotiations are to begin for the new term contract, management gave notice that they wanted to engage in midterm bargaining on Union office space, equipment and facilities, even though those matters were covered by the existing CBA, and were soon to be renegotiated in the new term contract negotiations.
6. When the Union objected, and indicated its negotiators would be at the bargaining table for negotiations of the new contract, the Director of Employee and Labor Relations, Joseph Sullivan, responded in an email that “AFGE 222 has more than sufficient personnel to bargain these proposals without detracting from the term renegotiation.”
7. The proposed notice of midterm bargaining on matters covered by the CBA proposed that the Union vacate all office space and turn in computers, phones and other equipment by July 15, 2018, even though the Agency was well aware the parties would be in term negotiations at that time, and needed the facilities to adequately prepare for negotiations, as well as fulfilling its representational duties to employees.
8. The Agency committed an unfair labor practice by serving a midterm bargaining notice on matters that are “covered by” the existing agreement, even though the Union clearly indicated it declined to reopen this article and engage in permissive bargaining.

9. The Agency committed an unfair labor practice by seeking to engage in illegal parallel and piecemeal bargaining by simultaneously trying to negotiate “covered by” matters while new term CBA negotiations were underway.
10. The Agency committed an unfair labor practice by attempting and threatening to take away Union office space and equipment while term CBA negotiations were about to commence, thereby making it impossible for Union negotiations to adequately prepare and engage in term negotiations, while management enjoyed the use of free space for term CBA negotiations.
11. The Agency committed an unfair labor practice by interfering in internal Union business, including but not limited to, dictating who the Union could choose to negotiate the term CBA, by scheduling illegal parallel negotiations, and stating that other Union officials, less skilled in bargaining, could handle the parallel negotiations.
12. The Agency committed an unfair labor practice by attempting to take away facilities and space necessary to fulfill its statutory representational duties to bargaining unit employees.
13. The Agency committed an unfair labor practice and violated Article 4 of the CBA by treating the Union unfairly and inequitably, offering free space to many private groups at the Agency (including but not limited to the HUD Fitness Center, the day care center, BIG, Under Five, FEW, the Veteran’s Affinity Group) while attempting to charge the Union for the use of space.
14. The Agency committed an unfair labor practice by seeking to prohibit meetings between Union representatives and the employees they represent without the express prior permission of Employee and Labor Relations, violating the Privacy rights of employees and employees’ statutory right to Union representation.
15. The Agency committed an unfair labor practice and violated Article 53.05 of the CBA by seeking to reopen the CBA without the Union’s consent, when the contract may only be reopened by mutual consent.
16. The Agency violated Article 49.01 of the CBA by failing to act in accordance with 5 U.S.C. Chapter 71 as well as the provisions of the CBA.
17. The Agency committed an unfair labor practice by repudiating the CBA and refusing to abide by the negotiated terms of the CBA.

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 Union's Use of Office Facilities, the Duration and Distribution of the Agreement and Rights and Obligations of the Parties regarding equitable treatment and employee privacy.

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 withdrawal of the proposed notice to take away Union office space prior to the completion of term CBA negotiations;
2. A written acknowledgement from the Agency that it will honor the current CBA until a new CBA has been negotiated, approved and ratified;
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.