



Antonio Gaines  
President

American Federation of Government Employees  
National Council of HUD Locals 222

*Affiliated with AFL-CIO*

451 7th Street, SW, Suite 3240  
Washington, DC 20410

Phone: 678-732-2376  
E-mail: Antonio.F.Gaines@hud.gov

August 26, 2025

**VIA ELECTRONIC EMAIL**

MEMORANDUM FOR: Daniel Raymond, Branch Chief  
Employee and Labor Relations

FROM: Ashaki Robinson, PhD /s/  
Regional Vice President (Headquarters)  
AFGE Council 222

SUBJECT: HUD's Refusal To Furnish Complete § 7114(B)(4) Information  
Request — Systemic Violation Across AFGE Locals

**I. INTRODUCTION**

AFGE Council 222 files this grievance of the parties under Article 51.15 of the HUD–AFGE CBA.

For decades, HUD provided Locals with complete biweekly employee lists, including bargaining unit and non-bargaining unit employees. These lists allowed the Union to verify who it represents, confirm employees were properly coded, and monitor reorganizations.

In 2025, HUD broke from that practice and began refusing to provide complete datasets, limiting its responses to the bare minimum fields in Article 14.06(2). This refusal has harmed at least two Locals — 476 and 911 — and represents a Council-wide pattern of statutory and contractual violations.

**II. STATEMENT OF GRIEVANCE**

HUD's conduct violates the following:

1. 5 U.S.C. § 7114(b)(4) — refusal to provide information normally maintained, reasonably available, and necessary for representation.
2. 5 U.S.C. § 7116(a)(1) and (5) — interference with employee rights and refusal to bargain in good faith.
3. HUD–AFGE CBA, Article 51.15 — repudiation of the grievance procedure, which incorporates statutory obligations.

4. Council-wide obstruction — Locals cannot identify who they represent, verify coding, monitor reassignments, or enforce rights without this data.

### III. STATEMENT OF FACTS

#### Local 476 (Headquarters, Washington, DC Field Office, Los Angeles DEC)

On July 22, 2025, Local 476 requested a current employee list with full name, bargaining unit status, office symbol, title, series/grade, and duty station. The request explained its particularized need to ensure proper unit representation and monitor reorganizations (Exhibit 1).

On August 8, HUD responded with a spreadsheet that replaced office symbols with organizational codes, gave only city/state for duty stations, and refused to certify accuracy or completeness (Exhibit 2).

On August 13, Local 476 clarified these deficiencies and reminded HUD that statutory duties are not capped by Article 14.06(2) (Exhibit 2).

On August 19, Daniel Raymond issued HUD's final position. He claimed that **“documents do not exist”** for office symbols, told the Union to **“take this email as confirmation”** instead of certifying data, and admitted the Union needed to distinguish between HQ and the DC Field but insisted **“the Agency believes that city/state is sufficient.”** (Exhibit 3).

Conclusion: HUD did not fulfill Local 476's request.

#### Local 911 (Chicago, Cleveland, Columbus, Milwaukee)

On July 21, 2025, Local 911 requested a roster including bargaining unit and non-bargaining unit employees, vacancies, and 7777/8888 coding. The request cited § 7114(b)(4), Article 14.06(2), and Article 24.04 (Exhibit 4A).

On August 11, HUD responded with only Article 14.06(2) data, omitting the requested categories (Exhibit 4B).

On August 21, Local 911 objected, stating the list **“did not meet the needs of the Union”** and noting HUD had historically provided the withheld data (Exhibit 4C).

To date, the Agency has never responded to Local 911's August 21 objection. The Union is left without the information it requested, and HUD's silence compounds the statutory violation.

Conclusion: HUD did not fulfill Local 911's request and continues to withhold information by failing to respond to the Union's last correspondence.

## **IV. Systemic Pattern and Council-Wide Impact**

The cases of Locals 476 and 911 reveal a systemic pattern. HUD has adopted a practice of substituting Article 14.06(2) minimums for its statutory duty under § 7114(b)(4).

HUD has falsely claimed that requested information either “does not exist” (office symbols) or need not be provided (vacancies, 7777/8888 codes), even though HUD has historically furnished it. At the same time, some Locals continue to receive complete datasets, proving the information is maintained and available.

This selective denial creates a two-tier system where some Locals can represent employees effectively while others are left in the dark. This arbitrary and discriminatory approach is evidence of bad faith under § 7116(a)(1) and (5) and constitutes repudiation of both the Statute and the CBA.

## **V. Statutory and Contractual Violations**

HUD’s refusals violate:

- 5 U.S.C. § 7114(b)(4) — the Authority has held unions establish particularized need when tying requests to representational duties (*DOJ, FCI Ray Brook*, 68 FLRA 492 (2015); *VA Medical Center, Decatur*, 71 FLRA 428 (2019)). Local 476 and 911 did so.
- 5 U.S.C. § 7116(a)(1) & (5) — refusal to furnish data is interference and bad faith. In *HUD & AFGE Council 222*, 71 FLRA 616 (2020), HUD was found to have committed a ULP for this very conduct.
- *IRS, Washington, DC*, 50 FLRA 661 (1995) — conclusory denials are insufficient. HUD’s claim that “documents do not exist” fails this standard.
- HUD–AFGE CBA, Article 51.15 — by refusing to provide statutory data, HUD repudiates the contract itself, meeting the test set out in *Warner Robins*, 40 FLRA 1211 (1991): the obligation is clear, and HUD has acted in total disregard.

## **VI. Requested Remedy**

Council 222 requests that HUD:

1. Furnish complete datasets to every AFGE Local in Council 222 on a biweekly basis, including: full name; bargaining unit status; office symbol (or equivalent); title; pay plan/series/grade; duty station (with HQ/Field/DEC identifiers); non-BU employees; vacancies; and 7777/8888 coding.
2. Certify in writing the currency and completeness of each dataset.
3. Enter into a binding Council-wide agreement to provide the datasets biweekly.
4. Cease and desist from restricting statutory rights to Article 14 minimums.

5. Post and disseminate a nationwide notice acknowledging violations.
6. Provide mandatory training for ELR staff nationwide on § 7114(b)(4).
7. Report quarterly to Council 222 confirming compliance.
8. Reimburse Council 222 for attorney's fees, costs, and related expenses.
9. Reconstruct and rerun all deficient lists from April 2025 forward.

## **VII. Meeting Under Article 51.15(2)**

Council 222 does not request a meeting. HUD's written decision is due within 30 days of filing. If HUD fails to resolve the grievance, the matter will proceed directly to arbitration.

## **VIII. Invocation of Arbitration**

If remedies are not fully provided within 30 days, AFGE Council 222 invokes arbitration under Article 52 of the HUD–AFGE CBA. This grievance therefore serves both as a grievance of the parties and as an arbitration invocation, effective upon non-resolution.

## **IX. Exhibits**

- Exhibit 1: Local 476 RFI (July 22, 2025)
- Exhibit 2: Local 476 Clarification (Aug. 13, 2025)
- Exhibit 3: HUD Final Decision to Local 476 (Aug. 19, 2025)
- Exhibit 4: Local 911 Correspondence Packet (July–Aug. 2025)
  - Exhibit 4A: Local 911 RFI (July 21, 2025)
  - Exhibit 4B: HUD Response (Aug. 11, 2025)
  - Exhibit 4C: Local 911 Objection (Aug. 21, 2025)
- Exhibit 5: Historical Local 911 Roster (Nov. 18, 2024)