



National Council of HUD Locals
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO
Council 222

February 4, 2026

To: Daniel Raymond, Deputy Director, Employee Labor Relations Chief Employee and Labor Relations Division

From: Antonio Gaines, President, American Federation of Government Employees Council of HUD Locals, Council 222 /S/

Subject: Institutional Grievance – Continuing Violation of Article 49 (Mid-Term Bargaining), Article 48 (Union’s Use of Official Facilities), and Article 57 (Space Management) Regarding Failure to Provide Notice and Opportunity to Bargain Over Relocation of the Council’s Office

Pursuant to Article 51 of the HUD/AFGE Collective Bargaining Agreement (CBA), the American Federation of Government Employees Council of HUD Locals, Council 222 (hereinafter “the Council” or “the Union”), hereby files this institutional grievance against the U.S. Department of Housing and Urban Development (hereinafter “the Agency” or “Management”) for its failure to provide the required notice under Article 49 of the CBA to bargain over the relocation of the Council’s office space as part of the Headquarters relocation to the Eisenhower Building, 2415 Eisenhower Avenue, Alexandria, VA 22314.

This constitutes a **continuing violation** of the CBA and federal law, as the Council has yet to be provided with any notice or opportunity to bargain over the relocation of its office space, despite the ongoing planning and implementation of the Headquarters move. Each day without proper notice and bargaining exacerbates the harm to the

Council's representational functions, and the violation persists until remedied. This grievance is filed at the institutional level because the matter affects the Council's representational functions and facilities nationwide, as authorized under Article 51 (Grievance Procedures) for grievances involving the interpretation or application of the CBA that impact the Union as an institution or multiple locals. The Council invokes its right to grieve this matter and seeks expedited processing, including referral to arbitration under Article 52 if not resolved.

Statement of Facts

- 1.**The Council maintains official office space at the current Headquarters location (Weaver Building) for representational purposes, including conducting union business, meeting with members, storing records, and facilitating labor-management activities, as provided under Article 48 (Union's Use of Official Facilities).
- 2.**The proposed Headquarters relocation necessarily includes the relocation or alteration of the Council's office space, as the Eisenhower Building's floor plans (Attachment B to the memorandum) do not explicitly allocate or replicate the Council's current facilities, and no separate notice was provided addressing this impact.
- 3.** To date, and continuing to the present, the Council has not received any Article 49 notice specifically addressing the relocation, reconfiguration, or alteration of its office space, including details required under Article 49.03 (e.g., new address/floor/workstation for union facilities, floor plans with assignments, construction/repair plans, accessibility arrangements, emergency plans, and estimated costs). AFGE Local 476 was not authorized to bargain over the Council's union office space, as the Council is the designated agent for national-level matters under Article 2.03, and Local 476's

authority is limited to local issues per Article 50 (Local Supplements). The Council is yet to receive a separate notice and opportunity to bargain this matter directly.

4. Management's ongoing failure to provide this notice has deprived the Council of the right to bargain over the procedures and appropriate arrangements for this change, which constitutes a more-than-deminimus impact on the Union's representational functions. This violation is continuing in nature, as the relocation process advances without resolution, perpetuating daily harm to the Council's ability to represent employees effectively.

Violations of the Collective Bargaining Agreement

1. **Article 49 (Mid-Term Bargaining):** Management has violated, and continues to violate, Article 49 by failing to provide timely and complete notice of a proposed change in conditions of employment affecting the Union's office space.

- Under Article 49.02 (Mid-Term Changes), Management must transmit proposed changes to personnel policies, practices, and general matters affecting working conditions to the Union, providing at least 30 calendar days' advance notice where feasible before implementation. The relocation of the Council's office is a mid-term change requiring such notice.
- Article 49.03 (Information to the Union on Mid-Term Changes) mandates that notices include detailed information tailored to the type of change, current and new floor plans (with assignments, square footage per office, total square feet); project coordinators; equipment retention; construction/repair/improvement plans (e.g., modular furniture, partitions, network cables, accessibility under Section 504 of the Rehabilitation Act and the ADA); emergency/safety plans; and estimated costs. No such information has been provided for the Council's office, and this omission persists.

- Article 49.04 (Response to Proposed Changes) grants the Union 15 calendar days to demand bargaining with preliminary proposals. Without notice, the Council cannot exercise this right.
- This violation also contravenes the Preamble and Article 4 (Rights and Obligations of the Parties), which emphasize constructive cooperation and pre-decisional involvement in workplace matters.

2. Article 48 (Union's Use of Official Facilities): Management has violated, and continues to violate, Article 48 by unilaterally planning the relocation of the Council's office without notice or bargaining.

- Article 48.01 (General) provides that the Union shall be entitled to use official facilities for representational activities, including dedicated office space at Headquarters and field offices, subject to availability and mutual agreement.
- Article 48.02 (Office Space) specifies that Management shall provide the Union with suitable office space, including furnishings, equipment (e.g., desks, chairs, filing cabinets, telephones, computers), and access to utilities, at no cost to the Union, to conduct union business. This includes space for the Council at Headquarters, which must be comparable to that provided to management officials.
- Article 48.03 (Use of Facilities) allows the Union to use space for meetings, bulletin boards, and other activities, with prior approval where required. Relocating or altering this space without negotiation changes the conditions under which the Union accesses and utilizes these facilities, requiring mid-term bargaining per cross-references in Article 49.06(b) (facilities for negotiations) and Article 58.16 (union use of email/social media tied to facilities). The ongoing failure to address the relocation of this space disrupts these entitlements.

3. Article 57 (Space Management): Management has violated, and continues to violate, Article 57 by failing to notify the Union of space changes affecting the Council's office.

- Article 57.01 (General) states that space plans and proposals are subject to Article 49 notice and bargaining.
- Article 57.02 (Notification to Union of Space Change) requires notification at the local level upon a decision to acquire or alter space, with ongoing advisement of schedules and plans. The Union must be consulted in the planning process, provided with plan copies, and included in development. For major workstation relocations (Section 57.07), these are treated as moves under Article 49. Temporary office space during transitions (Section 57.09) is also subject to Article 49 notice and negotiation if requested.
- The relocation constitutes a space alteration or acquisition triggering these requirements, yet no notification, consultation, or plans have been provided for the Council's facilities, and this deficiency continues.

Violations of Federal Law and Regulations

1. 5 U.S.C. § 7117 (Duty to Bargain in Good Faith):

Management's ongoing failure to provide notice and an opportunity to bargain over a change in conditions of employment (relocation of union facilities) violates the statutory duty to bargain mid-term changes under the Federal Service Labor-Management Relations Statute (FSLMRS). Relocation impacts working conditions and representational functions, requiring impact and implementation bargaining (5 U.S.C. § 7106(b)(2)-(3)). This is a continuing violation as long as the change proceeds without bargaining.

2. 5 U.S.C. § 7114(b)(4) (Duty to Furnish Information):

Management has failed, and continues to fail, to furnish necessary information for bargaining, such as details on the

union office relocation, in violation of the duty to provide data upon request or as part of notice obligations.

- 3. Federal Labor Relations Authority (FLRA) Precedent:** As upheld in numerous FLRA decisions (e.g., *U.S. Dep't of the Air Force, HQ Air Force Reserve Command and AFGE*, 71 FLRA 979 (2020); *Dep't of Veterans Affairs and AFGE*, 70 FLRA 968 (2018)), failure to provide notice of a bargainable change constitutes an unfair labor practice (ULP) under 5 U.S.C. § 7118, and such violations are continuing if not remedied. While this is grieved under the CBA, the Council reserves the right to file a ULP charge if not resolved.

Remedy Sought

To make the Council and affected union representatives whole, the Council demands the following remedies:

- 1.** Immediate cessation of any actions to relocate or alter the Council's office space until full compliance with Article 49, including provision of a complete notice with all required information under Article 49.03(5).
- 2.** Commencement of bargaining over the procedures and appropriate arrangements for the relocation of the Council's office within 10 calendar days of notice issuance, per Article 49.05.
- 3.** Replication or improvement of the Council's current office facilities at the Eisenhower Building (e.g., equivalent square footage, equipment, accessibility, and amenities) at no cost to the Union, pending bargaining.
- 4.** Payment of any costs incurred by the Council due to this continuing violation, including administrative leave for representatives to prepare for bargaining (up to 40 hours) and reimbursement for any temporary facilities or disruptions.

5. Posting of a notice to all Headquarters employees acknowledging the violation and committing to future compliance.
6. Any other remedies deemed appropriate by an arbitrator under Article 52, including attorney fees if applicable.

The Council requests a meeting within 20 calendar days to discuss resolution, as provided under Article 51, Section 51.15. If not resolved, the Council will invoke arbitration under Article 52.