



**UNITED STATES OF AMERICA
FEDERAL LABOR RELATIONS AUTHORITY**

CHARGE AGAINST AN AGENCY

FOR FLRA USE ONLY

Case No.

Date Filed

I DECLARE THAT I HAVE READ THIS CHARGE AND THAT THE STATEMENTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.
I UNDERSTAND THAT MAKING WILLFULLY FALSE STATEMENTS CAN BE PUNISHED BY FINE AND IMPRISONMENT. 18 U.S.C. 1001.

THIS CHARGE WAS SERVED ON THE PERSON IDENTIFIED IN BOX 1b BY [check all appropriate boxes]

In Person 1st Class Mail Fax Commercial Delivery Certified Mail e-mail (see reverse)

Jerry Gross

Jerry Gross

03/16/2017

Type or Print Your Name

Your Signature

Date

3.a. Basis of Charge:

The Department of Housing and Urban Development has violated 5 U.S.C. § 7116(a)(1) and (5) by refusing to consult or negotiate in good faith with AFGE Council 222 of HUD Locals over the matter of the proposed implementation of a new Personnel Security and Suitability Handbook.

On May 17, 2016, Anita Crews of HUD's Employee and Labor Relations Division provided AFGE Council 222 (the Union) with a draft Handbook 755.1, Personnel Security and Suitability Policy, as part of compliance with our collective bargaining agreement. Ms. Crews did not send all of the information required by the contract for notice of midterm changes.

On May 26, 2016, I responded on behalf of the Union with a demand to bargain and a request for the missing information. The requested information directly relates to the scope of the proposed change, which our contract requires management to provide.

Management has failed to provide the required information, which is the subject of a separate unfair labor practice complaint, WA-CA-17-0082.

The Union has maintained that we will negotiate once the necessary information is provided or the ULP is resolved. Because the information addresses the scope of the proposed change, it is critical to understanding the effect of the proposed change on the bargaining unit.

Management, however, refuses to either provide the required information or wait until ULP WA-CA-17-0082 is resolved to schedule negotiations. On multiple occasions, management has attempted to schedule negotiations unilaterally and arrange travel to Washington, DC, for the individuals on the Union's team without the Union's agreement. Our contract requires that negotiations be scheduled at mutually agreeable dates.

- On August 3, 2016, Anita Crews emailed me that she had unilaterally scheduled negotiations for the week of September 19, 2016. I advised Anita that one of my team members was not available then due to agency-directed work. On August 17, 2016, Anita attempted to interfere with the Union's right to designate our own negotiating team members by stating that negotiations are still scheduled for the week of September 19, and I should replace my designated team member.
- On January 11, 2017, Anita Crews proposed scheduling negotiations the week of January 23. I responded immediately by phone call, restating that we will negotiate when either the required information is provided or the outstanding ULP is resolved. On January 17 and 18, Anita wrote to confirm the names of the Union team members who will need travel authorizations.
- On February 22, 2017, Anita Crews wrote that she unilaterally scheduled negotiations for the week of March 20, 2017. I replied that same day that it is improper for HUD to demand to negotiate before the ULP is resolved or the information provided. We corresponded further over the next week or so, and on March 8 I explained in writing (again) why it was inappropriate for HUD to schedule negotiations. I also spoke to Ms. Crews in person on the afternoon of March 8.

ULP: Personnel Security and Suitability Handbook Negotiations

- On March 13, 2017, Anita Crews advised me that she had scheduled travel for one of my team members, Antonio Gaines, to travel to Washington, DC, for negotiations. I replied that same date that the Union had not agreed to negotiate during the week of March 20, and advised Anita that HUD's continued effort to force negotiations without waiting for resolution of ULP WA-CA-17-0082 or providing the requisite information is a violation of the Statute.
- On March 17, 2017, Anita Crews emailed me regarding "negotiations next week." We spoke later that morning and Ms. Crews insisted that we meet either March 20 or April 2. I was able to postpone negotiations only by promising to mark up the handbook by May.

HUD's continued effort to force the Union to negotiate without HUD providing the required information that addresses the scope of a proposed change is a failure to negotiate in good faith. HUD's ELR division uses the excuse that they do not have any more information than has already been provided to the Union, even though such information is available in the Personnel Security division, which is another branch of the human resources office.

HUD also maintains that even though the outstanding ULP WA-CA-17-0082 directly addresses the issue of the scope of the proposed change, they do not have to wait for it to be resolved to force the Union to negotiate. The ULP would become irrelevant if the Union is forced to negotiate before it is resolved.