



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

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

Ashaki Robinson, President
E-mail: Ashaki.Robinson-Johns@Hud.gov

Phone: 202-402-7545
Fax: 202-708-7638

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MEMORANDUM FOR: J. Paul Compton, Jr. General Counsel, Office of
General Counsel

THROUGH: Keisha Hurst
Branch Chief, Employee Labor Relations

FROM: Ashaki Robinson, Phd /s/
President, AFGE Council of HUD Locals 222

SUBJECT: Demand to Bargain Office of General Counsel Contingency
Plans for Closing Multifamily Loans and Similar Commercial
Loans during the COVID-19 Pandemic

Pursuant to Articles 49 of the HUD-AFGE Council 222 Agreement, AFGE National Council of HUD Locals No. 222 (Council or Union) demands to bargain the Agency's announced implementation of Contingency Plans for Closing Multifamily Loans and Similar Commercial Loans during the COVID-19 Pandemic issued by the Office of General Counsel (OGC Contingency Plan).

The Union was never officially notified of the Department implementing OGC Contingency Plan for all Office of General Counsel program attorneys and staff, as required by the HUD-AFGE Collective Bargaining Agreement (the "Agreement").

The Union demands an immediate cease and desist of the implementation of the OGC Contingency Plans until negotiations on its impact and implementation have been completed.

The below proposals are preliminary bargaining proposals and are not to be considered all of the proposals that the Union may submit. A complete list of

proposals may be presented prior to or at the time of bargaining in accordance with Section 49.06 of the HUD-AFGE Council 222 Agreement.

Initial Proposals:

1. **Implementation:** Management shall not implement the OGC Contingency Plan before the completion of negotiations and an agreement is signed evidencing mutually agreed-upon terms.
2. **Justification for New Policy:** Management shall provide a complete justification for the implementation of the OGC Contingency Plan and will make a presentation to the Union prior to the commencement of formal bargaining.
3. **Bargaining Unit Status:** No position will be removed from the bargaining unit because of implementation of the OGC Contingency Plan.
4. **Training:** Management will ensure that adequate training, resources, and technological equipment is provided to all attorneys and staff who will be required to use the OGC Contingency Plan to review draft closing documents and conduct closings , prior to the OGC Contingency Plan being implemented.
5. **Transition Plan:** Management shall implement a transition plan that recognizes the learning curve and technological challenges associated with the OGC Contingency Plan and will extend draft closing file review deadlines accordingly.
6. **Adverse Impact:** There shall be no adverse impact on any employee as a result of the proposed changes.
7. **Preservation of Rights:** Implementation of an agreement related to the proposed change shall not diminish or waive any rights that bargaining unit employees have under the HUD-AFGE Collective Bargaining Agreement, law, or government-wide rule or regulation.
8. **Reasonable Accommodations:** Management will ensure that the OGC Contingency Plan can be used by any employee with a current reasonable accommodation, without change or modification of that accommodation. Management will engage, as required by law, in all required measures to

ensure that employees granted a reasonable accommodation in the future will be able to effectively use the OGC Contingency Plan with their approved accommodation.

9. **Hard Copy Packages:** Following implementation of the OGC Contingency Plan, hard copy packages of draft closing documents and related materials will be made available for review by attorneys and staff upon request. Attorneys and staff will be permitted to, and will not be penalized for, reviewing hard copy draft closing packages and conducting closings with hard copy closing packages.

These are preliminary proposals only, and the Union reserves the right to modify, amend or submit additional proposals, in accordance with Article 49. The Chief Negotiator for the Union shall be Antonio Gaines. Please contact him directly to schedule negotiations.