

**National Supplement
Between the
U.S. Department of Housing and Urban Development
And the
American Federation of Government Employees
National Council of HUD Locals 222**

Scope: The scope of this Supplement encompasses the impact and implementation of the temporary measures contained in the U.S. Department of Housing and Urban Development’s (HUD or Department) General Counsel’s Memorandum, “Contingency Plans for Closing Multifamily Loans and Similar Commercial Loans during the COVID- 19 Pandemic” dated March 16, 2020 (March 16th Contingency Plan) for bargaining unit employees in the Office of the General Counsel. The March 16th Contingency Plan was formulated and implemented in direct response to the emergency conditions resulting from the COVID-19 pandemic to ensure continued operations and will be reconsidered by the Department when management determines it is appropriate.

The Department and the American Federation of Government Employees, National Council of HUD Locals 222 (AFGE) (collectively “the Parties”) agree that the provisions delineated in this national supplement are solely intended to be adhered to while bargaining unit employees in the Office of General Counsel are conducting work under the March 16th Contingency Plan which is designed to respond to the extenuating circumstances of the COVID-19 pandemic and ensure the safety of HUD staff while they continue to be good stewards for the Department and the American people, including being as flexible as possible in the performance of their duties at this time.

The Department and Union agree to the following provisions.

1. **Training and Equipment:** Management shall ensure that all OGC employees responsible for duties under the March 16th Contingency Plan have the training, resources, and equipment necessary to perform their assigned duties (or reassigned duties in accordance with paragraph 10), as determined by Management. HUD understands that employees set up to telework prior to the March 16th Contingency Plan, or employees who were not regular teleworkers, may not have had the capabilities necessary to carry

out closings in accordance with the March 16th Contingency Plan, as efficiently and effectively as in the office.

2. **Technological Challenges:** Management recognizes the possibility of technological challenges that may be associated with electronic closings conducted under the March 16th Contingency Plan. OGC employees experiencing such challenges will timely notify their supervisor. Upon notification from the employee, management will consider the new technological challenges and equipment and resources available to employees in determining whether to extend the deadlines, reassign the work, or take other appropriate action.
3. **Preservation of Rights:** The parties agree that the implementation of this Supplemental Agreement, relative to the Office of General Counsel's (OGC) Contingency Plan for Closing Multifamily Loans and Similar Commercial Loans, during the COVID-19 pandemic, shall not diminish or waive any rights that the parties have under HUD-AFGE Collective Bargaining Agreement, law, or government-wide rule or regulation. If this Supplemental Agreement is extinguished by issuance of a new Collective Bargaining Agreement, the parties agree to renegotiate, re-open, amend, or modify this Supplement. The negotiations shall be limited to the scope of this Supplemental Agreement.
4. **Alternative Closing Arrangements:** OGC employees conducting closings in accordance with the March 16th Contingency Plan must rely on electronic transmission of closing documents in lieu of hard copies in performing their initial reviews as a result of the Agency's recognition that industry partners are adjusting to new working conditions and will not be able to carry on business as usual unimpeded. Attorneys who would prefer to review hard copy documents may elect one of the following options, with prior supervisory approval, subject to the criteria in Paragraph 10.
 - a. An employee may request delivery of the survey to a secure location of the employee's choice (e.g. the employee's duty station or home), from a commercial delivery service at the lender's expense. Travel to and from the delivery location will be at the employee's own expense.
 - b. For initial reviews and draft reviews an employee may print documents from the employee's personal printer, subject to the Department's policy on protecting personally identifiable information (PII) while teleworking. Consistent with Article 18,

Section 18.12(5) of the collective bargaining agreement, the Agency will provide supplies (e.g., paper, pens, staples, and/or CDs) that are routinely provided to employees in the office.

5. **Retroactive Reimbursement of Personal Expenditures:** The March 16th Contingency Plan does not require OGC employees to incur personal expenses in completing their work under the March 16th Contingency Plan. However, the Parties recognize that some OGC employees may have used their own personal funds for supplies routinely provided in the office to facilitate closings for Official Use. The Parties also recognize that Article 18 §18.12 (5) of the CBA requires the agency to provide supplies, e.g. paper, pens, staples, and/or CD's to teleworkers that are routinely provided to employees in the office. Therefore, in accordance with 5 CFR § 550.409(b) and to the extent allowed by law, rule and regulation, employees may request retroactive reimbursement. Any future expenditures may be made in accordance with Article 56 of the CBA.

6. **Courier Services:** OGC employees will not be required or directed to pay any costs associated with the use of overnight courier or other delivery services when completing work under the March 16th Contingency Plan. OGC supervisors and employees will work cooperatively to ensure Federal Housing Administration (FHA) lenders, outside counsel, and other external partners are fully aware of their responsibility to provide pre-printed mailing labels, shipping supplies, and to otherwise cover all costs associated with the transport of documents both before and following a closing. In the event circumstances arise in which an employee is advised of the need to pay for a courier charge out-of-pocket, such as for a home pickup, the employee will contact a supervisor for instructions. Upon timely notification from the employee, the supervisor or his/her designee shall provide the employee with guidance that is responsive to the specific concern raised by the employee, in a timely manner, that allows the employee to meet stated deadlines or, where possible, the supervisor may adjust the deadlines. If the supervisor denies the request, or otherwise fails to respond timely, it may be considered as a factor beyond the employee's control.

7. **Scanning Endorsed Documents:** When completing work under the March 16th Contingency Plan, OGC employees have the option, but are not required, to provide a scan of the endorsed FHA note or other closing documents using a personal cell phone. However, employees should not do so if it will result in personal expenses.

8. **Notary Expenses:** OGC will not require closing attorneys or support staff to cover the costs of mobile or electronic notaries. All such costs will be borne by FHA lenders, their counsel, or other external parties as applicable.

9. **Personal Identifiable Information Protection:** Employees conducting closings in accordance with the March 16th Contingency Plan are not required to provide their home address, home phone number and/or cellular phone numbers. Employees will timely notify their supervisor if the employee experiences difficulties closing the transaction without disclosing this information. The supervisor and employee will timely contact the program client office to make alternative arrangements to complete the closing. To the extent that PII information has previously been provided to an external party prior to this supplement, OGC employees will provide to their supervisor a list of external parties believed to be in receipt of the PII and the external parties' contact information. Upon receipt, Management will send a notice to the recipients of that information regarding privacy and the proper use of the previously disclosed PII. Further, OGC will update the MF Production Closings-OGC Q&A with an applicable privacy disclaimer. In addition, Management will provide employees with notification language regarding privacy and the use of the employee's disclosed PII to be utilized when the employee chooses to disclose PII following the date of this supplement.

10. **Alternatives to Technological Challenges:** Management will acknowledge any technological limitations faced by an employee required to complete closing duties at home. An employee encountering technological limitations will provide the employee's supervisor a description of the difficulties; an estimate of the additional time these difficulties may add for the completion of the task; and the employee's proposal for remedying the situation. After receiving the employee's request, the supervisor and the employee will discuss the situation and possible alternatives. The supervisor will then take appropriate action which may include one or more of the following (i) relieving the employee of the assignment; (ii) providing alternative work that is more appropriate for the employee's situation; (iii) providing guidance, instructions, or training allowing the employee to overcome the technological limitations; (iv) communicating with the program client office regarding the possibility of extending any applicable deadlines; (v) arranging for additional technological resources, if available; (vi) authorizing an alternative work location, including access to the

employee's regular duty station if permitted by applicable health orders and directives; or (vii) such other action as may be necessary or appropriate to ensure the completion of mission-critical work.

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Date Signed: June 25, 2020

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