

**Subject:** Don't Get Trapped by Training Repayment Agreement Provisions (TRAPs)



**National Council of HUD Locals – Council 222**  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES AFFILIATED WITH AFL-CIO,  
WE ARE COMPRISED OF HUD LOCALS THROUGH THE U.S.  
<https://www.afgecouncil222.com>

**February 2, 2023**

**Don't Get Trapped by Training Repayment Agreement Provisions (TRAPs)**

Dear Bargaining Unit Employees:

AFGE Council 222 has learned that some managers are attempting to force employees to sign repayment agreements or continued service agreements in order to take training courses. Our collective bargaining agreement permits the use of continued service agreements only in limited situations. Other forms of repayment agreements are not permitted.

The Union is deeply concerned about training repayment agreements such as the one created by the Office of General Counsel, which requires employees to repay training if they fail a course or they don't complete it—even if it's because their supervisor directed them to perform agency tasks in lieu of attending the class. Such repayment agreements are a thinly veiled attempt to circumvent the contractual requirements. They violate Article 29, Section 29.14(2), which provides that "Employees will not incur costs for Department-required training necessary for the performance of their assigned duties."

Council 222 sent the attached Cease and Dismiss memo to the Agency, demanding that HUD stop imposing such training-related repayment agreements that violate our contract. That memo includes the OGC repayment agreement.

These TRAPs—training repayment agreement provisions—are so problematic that half a dozen senators led by Senator Sherrod Brown (OH), Chair of the Senate Committee on Banking, Housing, and Urban Affairs, urged the Consumer Financial Protection Bureau to investigate the use of TRAPs that impose debts on workers and limit their ability to seek other opportunities.

**Continued Service Agreements under our Collective Bargaining Agreement: What's Permitted and What's Not**

Article 29 of our agreement permits continued service agreements ONLY for a training course that exceeds 80 hours. Management can require employees to commit to continued employment with HUD equal to no more than three times the number of hours over 80. In other words, for an 88-hour class, you can be required to continue working for HUD for 24 business hours after the course ends. If the employee voluntarily leaves HUD before the end of the required service period, the employee may be required to repay the training expenses incurred by the Department.

Under our agreement, HUD cannot require employees to sign continued service agreements for any course that is shorter than 80 hours.

Our collective bargaining agreement does not permit any form of "repayment agreement" other than the continued service agreement.

It does not matter if the training is mandatory or if it was elected by the employee. Even when employees get approval for training chosen by the employee, the Department is obligated to pay the training expenses.

If you are confronted with either a continued service agreement for a training program that is 80 hours or less or with a repayment agreement, seek assistance from your Local representatives.

In solidarity,

Salvatore Viola  
President  
AFGE Council 222

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