



American Federation of Government Employees
National Council of HUD Locals 222

Affiliated with AFL-CIO

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February 1, 2023

MEMORANDUM FOR: Sonya Gaither, Director, Employee and Labor Relations Division

Damon Y. Smith, General Counsel

FROM:

Sal Viola, President, AFGE Council 222

SUBJECT:

Cease and Desist: Agreement to Pay and Continued Service Agreement

AFGE Council 222 (the Union) has learned that the Department of Housing and Urban Development (the Agency) is requiring some employees to sign either Continued Service Agreements (Attachment 1) and/or Agreements to Pay (Attachment 2) for training programs that are less than 80 hours. **The Union demands that the Agency cease and desist from imposing requirements that violate our collective bargaining agreement (CBA).**

The CBA, at Article 29, Section 29.11, specifically limits the application of a Continued Service Agreement to training that is in excess of 80 hours. It provides for repayment obligations if the employee fails to meet the continued service agreement. Not only does the CBA not provide for repayment obligations outside of a Continued Service Agreement, **but it specifically prohibits imposing any other repayment obligation.** Article 29, Section 29.14(2) provides “Employees will not incur costs for Department-required training necessary for the performance of their assigned duties.”

The Union is aware that the Office of General Counsel (OGC) attempted first to impose the attached Continued Service Agreement and then, when informed of the limitations imposed by the CBA, to require DEC employees to sign a hastily created Agreement to Pay in order to take a two-day mandatory training course, Message Development and Writing Reports.

I am appalled that the Agency’s attorneys are flagrantly seeking ways to circumvent our collective bargaining agreement and to shift financial obligations that rightly lie with the Agency to employees. As the course in question is mandatory, the Agency should not need to threaten financial consequences to ensure that employees complete the course.

The OGC Agreement to Pay states that the Agency will “pay for officially approved training and related expenses only upon successful completion of the training.” This violates Article 29, Section 29.14(1), which requires that Agency to pay authorized training expenses incurred by an employee as soon as practicable but no more than 30 days after submission. There are no

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contingencies, limitations, or requirements that would otherwise exempt the Agency from being responsible for paying for approved training.

Please confirm to me immediately that neither OGC nor any other Agency office will impose an Agreement to Pay or a Continued Service Agreement in violation of our collective bargaining agreement.

Attachments

1. Continued Service Agreements
2. Agreement to Pay

Note: This agreement must be signed by the nominee for Government training that exceeds 80 hours (or such other designated period, less than 80 hours as prescribed by the agency) for which the Government approves payment of training costs prior to the commencement of such training. Nothing contained in this SAMPLE agreement below shall be construed as limiting the authority of an agency to waive, in whole or in part, an obligation of an employee to pay expenses incurred by the Government in connection with the training.

Continued Service Agreement

Employees, who are selected to training for more than a minimum period as prescribed in Title 5 USC 4108 and 5 CFR 410.309, see your supervisor for more information on the internal policies to implement a continued service agreement.

Employees Agreement to Continue in Service

To be completed by applicant:

1. I AGREE that, upon completion of the Government sponsored training described in this authorization, if I receive salary covering the training period, I will serve in the agency three (3) times the length of the training period. If I received no salary during the training period, I agree to serve the agency for a period equal to the length of training, but in no case less than one month. (The length of part-time training is the number of hours spent in class or with the instructor. The length of full-time training is eight hours for each day of training, up to a maximum of 40 hours a week).

NOTE: For the purposes of this agreement the term "agency" refers to the employing organization (such as an Executive Department or Independent Establishment), not to a segment of such organization.

2. If I voluntarily leave the agency before completing the period of service agreed to in item 1 above, I AGREE to reimburse the agency for fees, such as the tuition and related fees, travel, and other special expenses (EXCLUDING SALARY) paid in connection with my training. These fees are reflected in Section C Costs and Billing Information. Note: Additional information about fees and expenses can be found in the Guide to Human Resource Reporting (GHRR).

<http://www.opm.gov/feddata/ghrr/index.asp>

3. I FURTHER AGREE that, if I voluntarily leave the agency to enter the service of another Federal agency or other organization in any branch of the Government before completing the period of service agreed, I will give my organization written notice of at least ten working days during which time a determination concerning reimbursement will be made. If I fail to give this advance notice, I AGREE to pay the full amount of additional expenses 5 U.S.C. 4108 (a) (2) incurred by the Government in this training.

4. I understand that any amount of money which may be due to the agency as a result of any failure on my part to meet the terms of this agreement may be withheld from any monies owed me by the Government, or may be recovered by such other methods as are approved by law.

5. I FURTHER AGREE to obtain approval from my organization and the person responsible for authorizing government training requests of any proposed change in my approved training program involving course and schedule changes, withdrawals or incompletions, and increased costs.

6. I acknowledge that this agreement does not in any way commit the Government to continue my employment. I understand that if there is a transfer of my service obligation to another Federal agency or other organization in any branch of the Government, the agreements will remain in effect until I have completed my obligated service with that other agency or organization.

Period of obligated Service: March 10 – 14, 2023

Employee's Signature: _____

Date: _____

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF GENERAL COUNSEL**

**AGREEMENT TO PAY IF COURSE IS
NOT SUCCESSFULLY COMPLETED**

Applicant's Name: _____

Course Title: Message Development and Writing Reports

Course Dates: March 8 – 9, 2023

Tuition/Fees: \$300

Book Expenses (If any):

The U.S. Department of Housing and Urban Development agrees to pay for officially approved training and related expenses only upon successful completion of the training.

If I fail or do not otherwise successfully complete this course, I will assume the full responsibility of paying for this course.

I understand that exceptions can be made only in the event of personal sickness or emergencies. If I am unable to attend this training, I also understand that it is my responsibility to:

- Know the vendor's cancellation policy so that I can comply if at all possible.
- Notify the OGC Training Division immediately so that OGC funds are not incurred for training not completed.

Signature

Date

[Attachment to SF-182]