



National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

June 2, 2021

UNION PROPOSAL: Mark Zaltman, Chief Negotiator
Employee and Labor Relations Division

FROM: *Antonio Carraway*
Antonio Carraway, Chief Steward
HUD Council of AFGE Locals, Council 222

SUBJECT: Union Proposals - Implementation of the Emergency Paid Leave
for AFGE Council 222 Employees

These proposals are submitted in accordance with Section 49.06 of the HUD-AFGE Council 222 Agreement.

Scope: This Agreed Supplement covers the impact and implementation of the Department's Policy regarding the American Rescue Plan Act's Emergency Paid Leave (EPL) on bargaining unit employees during the current eligibility period of March 11, 2021 through September 30, 2021. These negotiated terms shall extend through September 30, 2021 as provisioned under the Act or any extensions of the Act. Changes in policies and practices associated with the Department's implementation of Emergency Paid Leave under the 2021 American Rescue Plan Act (ARPA) are subject to advanced Union notification and the fulfillment of the agency's statutory bargaining obligation.

The Department agrees to provide to each employee EPL paid sick leave based on fund availability to the extent that the employee is unable to work (including telework) due to a need for leave because of one of the following circumstances:

- a) The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 as defined in 29 CFR 826.10.
- b) The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 as defined in 29 CFR 825.103
- c) The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis
- d) The employee is caring for an individual who is subject to an order as described in a or b
- e) The employee is caring for his or her son or daughter if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, for reasons related to COVID-19.
- f) The employee is experiencing any other substantially similar condition as specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Union Proposals:

1. **Implementation:** The Department shall not implement the Emergency Paid Leave (EPL) before the completion of negotiations and an agreement is signed evidencing mutual agreed-upon settlement terms. (Section to be deleted upon execution of an agreement)
2. **Justification for Implementation of the Emergency Paid Leave:** Management will provide the Union copies of written directives and mandates directing the Agency regarding the implement the Emergency Paid Leave (EPL).
3. **Information Request:** Management agrees to provide to the Union requested information necessary for a full and complete understanding of the scope and impact of implementation of the Emergency Paid Leave (EPL) as required under the Collective Bargain Agreement and relevant Statute.
4. **Emergency Paid Leave Effect on Retirement:** The Department shall provide direct notice to employees requesting Emergency Paid Leave that any paid leave provided to an employee under EPL shall reduce the total service used to calculate any Federal civilian retirement benefit. The Department shall provide employees a record and updated notice of personal action reflecting the adjustment to their Federal civilian retirement benefit based on EPL benefits paid to these employees upon request and at the end of the eligibility period for EPL or any extension thereof.
5. **Emergency Paid Leave Request:** The Department agrees to grant consistent with this agreement and the American Rescue Plan Act's Emergency Paid Leave eligible employee request for Emergency Paid Leave based on fund availability.
6. **Flexible Work Schedule:** Employees with a flexible work schedules may have fixed basic work requirement hours per day or may be allowed to elect to vary basic work requirement hours by day. In the case of a flexible work schedule under which an employee may elect to vary daily work hours, the employing agency shall allow the employee to determine (consistent with the Collective Bargaining Agreement) the number of scheduled hours during which Emergency Paid Leave will be used on a given day, if the agency determines the employee is entitled to emergency paid leave during the specified time periods.
7. **Retroactive Leave:** Management agrees to grant eligible employee's request to substitute Emergency Paid Leave (EPL) leave retroactively in place of previously used leave such as sick leave, leave without pay, donated leave, or annual leave, etc., within three pay periods of their request during the period of eligibility.
8. **Emergency Paid Leave Funding Availability:** The Department agrees to provide current fund balance for EPL via HUD@Work and upon employee request from their timekeepers. Employees requested Emergency Paid Leave shall be provided the available fund balance at the time of employee's leave request.

9. Employee Assistance: The Department agrees to assist employees with determining their daily, and biweekly entitlements to Emergency Paid Leave based on employee's current salaries. If the employee rejects management's recommendation and guidance for time and attendance recording in WebTA to avoid overpayment, management shall notify the employee of the possibility of receiving a bill for overpayment. Employees requesting substitution of EPL leave for leave used prior to the release of this agreement, shall submit their request as soon as practicable, but with 45 days of the publication of this agreement.
10. Time and Attendance: Employees applying for Emergency Paid Leave shall submit documentation that meets the requirements of 29 CFR 826.100. Management agrees to accept employee self-certification. A failure to submit required documentation may result in a denial of requested EPSLA leave, a timecard correction, and employees may be required to use personal leave. If an employee request EPSLA leave and does not follow management's EPSLA guidance for entering requested hours in WebTA to avoid overpayment, the employee may receive a bill. Agreement Reached

5 CFR § 826.100 Documentation Requirement:

(a) An Employee is required to provide the Employer documentation containing the following information prior to taking Paid Sick Leave under the EPSLA or Expanded Family and Medical Leave under the EFMLEA:

- (1) Employee's name;
- (2) Date(s) for which leave is requested;
- (3) Qualifying reason for the leave; and
- (4) Oral or written statement that the Employee is unable to work because of the qualified reason for leave.

(b) To take Paid Sick Leave for a qualifying COVID-19 related reason under §826.20(a)(1)(i), an Employee must additionally provide the Employer with the name of the government entity that issued the Quarantine or Isolation Order.

(c) To take Paid Sick Leave for a qualifying COVID-19 related reason under §826.20(a)(1)(ii) an Employee must additionally provide the Employer with the name of the health care provider who advised the Employee to self-quarantine due to concerns related to COVID-19.

(d) To take Paid Sick Leave for a qualifying COVID-19 related reason under §826.20(a)(1)(iv) an Employee must additionally provide the Employer with either:

(1) The name of the government entity that issued the Quarantine or Isolation Order to which the individual being cared for is subject; or

(2) The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

(e) To take Paid Sick Leave for a qualifying COVID-19 related reason under §826.20(a)(1)(v) or Expanded Family and Medical Leave, an Employee must additionally provide:

(1) The name of the Son or Daughter being cared for;

(2) The name of the School, Place of Care, or Child Care Provider that has closed or become unavailable; and

(3) A representation that no other suitable person will be caring for the Son or Daughter during the period for which the Employee takes Paid Sick Leave or Expanded Family and Medical Leave.

11. Notice to Employees: Management agrees to post a notice on HUD at Work, COVID-19 website through September 30, 2021 that provides employees details of their rights and entitlement to Emergency Paid Leave during the eligibility period of March 11, 2021 and September 30, 2021, or any extension thereof. Management agrees to distribute a notice to all bargaining unit employees of their eligibility for leave under Emergency Paid Leave, eligibility requirements, and direct access to documents and instructions necessary for application during the eligibility period of March 11, 2021 through September 30, 2021 prior to implementation.
12. Reasonable Accommodations: Management agrees that employees with reasonable accommodations shall not be adversely impacted or penalized as a result of the implementation of the Emergency Paid Leave. Upon request, employees with reasonable accommodations will be provided assistance in applying for leave under the EPL.
13. Adverse Impact: The Department shall not unlawfully discriminate against or retaliate against any bargaining unit employee who request or takes leave in accordance with the Emergency Paid Leave. There shall not be any adverse impact on employees for using leave entitlement under the Emergency Paid Leave. The Department further agrees to notify employees in advance of the impact of requesting Emergency Paid Leave on their federal retirement calculations.
14. 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, federal law, or government-wide rule or regulation.

15. Proposal Amendments: The Union reserves the right to amend or add proposals based on any new information received before or during these negotiations.