

National Supplement
Between the United States Department of Housing and Urban Development
And
American Federation of Government Employees
HUD Council of Locals 222

Scope: This Agreed Supplement covers the impact and implementation of the Department's Policy regarding the Emergency Paid Sick Leave Act (EPSLA) on bargaining unit employees. These negotiated terms shall extend through December 31, 2020 as provisioned under the Act or any extensions of the Act. Changes in policies and practices associated with the department's implementation of the EPSLA are subject to advanced Union notification and the fulfillment of the agency's statutory bargaining obligation.

The Department agrees to provide to each employee EPSLA paid sick leave 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.

1. **Justification for Implementation of the Emergency Paid Sick Leave Act:** Management will provide the Union copies of written directives and mandates directing the Agency regarding the implement the Emergency Paid Sick Leave Act (EPSLA).
2. **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 Sick Leave Act (EPSLA) as required under the Collective Bargain Agreement and relevant Statute.
3. **Retroactive Leave:** Management agrees to allow eligible employees to substitute Emergency Paid Sick Leave Act (EPSLA) 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. If the employee rejects management's recommendation and guidance for time and attendance recording in WebTA to avoid overpayment, the employee may receive a bill. Employees requesting substitution of EPSLA leave for leave used prior to the release of this agreement, shall submit their request with 45 days of the publication of this agreement. This agreement shall not diminish or waive any right an employee has under the Emergency Paid Sick Leave Act.
4. **Time and Attendance:** Employees applying for EPSLA 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 requests 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.

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 care 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.

5. **Notice to Employees:** Management agrees to post a notice on HUD at Work, COVID-19 website through December 31, 2020 that provides employees details of their rights and entitlement to

Emergency Paid Sick Leave Act during the eligibility period of April 1, 2020 and December 31, 2020, or any extension thereof. Management agrees to distribute a notice to all bargaining unit employees of their eligibility for leave under the EPSLA, eligibility requirements, and direct access to documents and instructions necessary for application during the eligibility period of April 1, 2020 through December 31, 2020 prior to implementation.

6. **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 Sick Leave Act. Upon request, employees with reasonable accommodations will be provided assistance in applying for leave under the EPSLA.
7. **Adverse Impact:** The Department shall not unlawfully discriminate against or retaliate against any bargaining unit employee who takes leave in accordance with the Emergency Paid Sick Leave Act. There shall not be any adverse impact on employees for using leave entitlement under the Emergency Paid Sick Leave Act.
8. **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-APGE Collective Bargaining Agreement, federal law, or government-wide rule or regulation.

FOR MANAGEMENT

FOR THE UNION

<p><i>R. Essington</i> <u>6/24/20</u> Rhonda Essington Chief Negotiator</p>	<p><i>Antonio Carraway</i> <u>6/24/20</u> Antonio Carraway Chief Negotiator</p>
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<p><i>Keywana Dunn</i> <u>7/8/2020</u> Keywana Dunn LINDA K. HAWKINS</p>	<p><i>Cynthia Fisher Carter</i> <u>June 24, 2020</u> Cynthia Carter</p>
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<p><i>Linda Hawkins</i> _____ Linda Hawkins</p>	<p><i>Antonio Gaines</i> <u>7/7/2020</u> Antonio Gaines</p>
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<p><i>Lorraine Jamison</i> _____ Lorraine Jamison</p>	<p><i>Salvatore Viola</i> <u>6/25/20</u> Salvatore Viola</p>
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