

**NATIONAL SUPPLEMENT  
BETWEEN  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
AND  
AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES  
NATIONAL COUNCIL OF HUD LOCALS 222**

**SUBJECT:** Emergency Paid Leave (EPL)

**SCOPE:** This agreed Supplement covers the impact and implementation of the Department's policy regarding the American Rescue Plan Act of 2021, Emergency Paid Leave (EPL), on bargaining unit employees. These negotiated terms shall cover the implementation of EPL authorized under the American Rescue Plan Act of 2021 which provides benefits for qualified COVID-19 events through the period from March 11, 2021 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 the EPL are subject to advanced Union notification and the fulfillment of the agency's statutory bargaining obligation. HUD AFGE employees will be treated fairly and equitable with the availability and distribution of EPL time and funds under the Act.

1. **Implementation:** The Department agrees that all employees will be treated fairly and equitable with the availability and distribution of EPL time and funds under the Act. Nothing in this agreement shall 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.
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 Bargaining Agreement and relevant Statute.
4. **Emergency Paid Leave Effect on Retirement:** Upon requesting EPL employees shall acknowledge they understand that their retirement annuity will be impacted by using EPL. Management will include information regarding EPL usage and its effects on retirement annuity. Management will provide a point of contact who employees may contact to verify the impact on their annuity and provide retirement estimates as appropriate.
5. **Emergency Paid Leave Request:** The Department agrees to grant EPL consistent with eligibility criteria, requirements and limitations as outlined in the American Rescue Plan, OPM's guidance, this agreement, and availability of funds.

6. Flexible Work Schedule: Employees may use EPL in accordance with their regular approved work schedule. The agency shall allow the employee to determine the number of hours EPL will be used on a given day, subject to the requirements and limitations as outlined in the American Rescue Plan, OPM's guidance and the Collective Bargaining Agreement.
7. Retroactive Leave: The qualifying period for EPL is March 11, 2021 – September 30, 2021. Employees are entitled to EPL and may request retroactive use of EPL if they meet the eligibility requirements and qualifying circumstances and funding is available for leave taken during the qualifying period. Employees in requesting retroactive leave should provide their supervisor with the required information as outlined in the Time and Attendance provisions elsewhere in this agreement. The employee should work with their supervisor/timekeeper to submit a corrected timecard as soon as possible due to the first come first serve nature of EPL fund availability.
8. Emergency Paid Leave (EPL) Funding Availability: The Department agrees to post EPL information on HUD@work, and issue guidance to employees that includes a summary of the EPL program, employee rights and entitlements to EPL funding during the eligibility period, access for forms and forms instructions and the WebTA code for EPL upon execution of this Supplement. Employees may access the OPM.gov website to obtain current information on EPL fund balances while on duty time. The Department shall provide a link to the OPM site on HUD@work.
9. The Department agrees, as part of the EPL guidance, to provide a spreadsheet calculator that can be used to assist employees with determining their daily and biweekly entitlements to EPL based on the employee's current salaries. Management shall provide access to a contact person for questions about the spreadsheet calculator during the eligibility period. In the case of calculating eligibility for EPL, employees who accurately use the Agency calculator will not be held responsible for overpayment of EPL.
10. Time and Attendance: Employees applying for Emergency Paid Leave shall submit their request as soon as practicable and provide their supervisor the qualifying reason for using EPL that meets the requirements of the American Rescue Plan Act of 2021. Management agrees to accept employee written self-certification. Written self-certification must include the required information for the qualifying circumstance as outlined in OPM guidance. Employees are encouraged to use the forms provided by the Department for this purpose. If the employee does not use the forms provided, they must submit the equivalent information as required on the forms. Employees are not required to provide additional information or documentation outside that required by OPM guidance, which is outlined in the staff bulletin.
11. 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.

12. Adverse Impact: The Department shall not unlawfully discriminate against or retaliate against any bargaining unit employee who requests or takes leave in accordance with the Emergency Paid Leave. The Department agrees to assist employees in assessing the impact of EPL on their retirement, leave benefits, and avoidance of overpayment of EPL entitlements.

13. 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.

14. Management shall provide the Union in advance updated or revised copies of any form, calculating tool, or revised requirement impacting employee access to using EPL prior to implementation.

Effective Date: This supplement shall become effective upon signature of the parties.

FOR MANAGEMENT:

*Mark Zaltman*  
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Mark Zaltman, Chief Negotiator  
Digitally signed by LORI MICHALSKI  
Date: 2021.06.14 12:27:31 -04'00'  
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Lori Michalski, Team Member

LORRAINE JAMISON Digitally signed by LORRAINE JAMISON  
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Lorraine Jamison, Team Member

*Dierdre C. Williams* 06/14/2021  
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Dierdre Williams, Team Member

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Jodi Doran, Team Member

Date Signed: \_\_\_\_\_

FOR AFGE:

*Antonio Carraway*  
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Antonio Carraway, Chief Negotiator  
*James Flynn*  
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James Flynn, Team Member

*Deborah Slakes*  
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Mary Player Digitally signed by Mary Player  
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Urban Development, Office of Administration  
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Perry Casper, Technical Advisor

Date Signed: \_\_\_\_\_