

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

Subject: Pandemic Influenza Outbreak Guidance

Scope: The scope of this agreement relates to the impact and implementation of HUD's Pandemic Influenza Planning and Response Guidance for responding at the National level of the Department, as well as the Program, Regional, and Field Offices. This is a threat specific document mandated under the National Strategy of Pandemic Influenza.

1. **Employee Safety:** HUD acknowledges that the lives of its employees are more valuable in carrying out HUD's Mission. As such, should a Pandemic Influenza outbreak be of the extent that all employees' lives are in danger due to the outbreak, HUD will consider their safety.
2. **Employee Notification:** When the Agency receives notification that a pandemic influenza outbreak has affected the locality of a HUD field office, the employees will receive immediate notification and the Pandemic Supplement will be implemented.
3. **Absences of Staff:** If a pandemic influenza outbreak has affected a local office, any staff required to be absent due to illness, caring for a family member that is ill, be under voluntary home quarantine due to an ill household member, care for children dismissed from school, or in the high risk group will be granted annual leave, sick leave, leave without pay, pay consistent with the Family Medical Leave Act or Administrative Leave consistent with OPM policy or rules at the time of the implementation/outbreak of Pandemic Influenza.
4. **Communications to employees:** HUD agrees to put into place specific Pandemic Influenza outbreak web based, telephonic, or other communications systems as necessary at the national, regional and local levels. HUD will regularly test those systems. Information should be updated daily during a Pandemic Influenza outbreak and/or as often as necessary to keep employees informed about the current status of the Pandemic Influenza outbreak.
5. **Influenza Outbreak:** A Pandemic Influenza outbreak may be a declared COOP event or may be considered a "stand alone" event. If a COOP is not

declared, this Supplement is the guiding process that the Agency shall implement to carry the Agency's mission and Continuity of Operations.

6. **Employee Relocation, Separation, or Downgrade:** Management agrees that no employees will be involuntarily relocated, separated or downgraded as a result of Management's implementing the Pandemic Influenza Plan. This includes but is not limited to, Management's use of temporary organizational placement (TDY and details) of bargaining unit staff to fill critical vacancies as result of the Pandemic Influenza Plan.
7. **Declaration of Pandemic Influenza outbreak:** It is not the intention of the agency that a declaration of a Pandemic Influenza outbreak will be used to prevent employees from performing their functions and duties and retaining their pay status.
8. **Work Hours:** HUD agrees that during a Pandemic Influenza outbreak an employee's work schedule may be waived, adjusted and changed on a daily basis to meet the needs of both the employee and the Agency's mission. This will be done upon notification to the employee.
9. **Declared COOP:** If a COOP event is declared due to a Pandemic Influenza outbreak, both Supplement 63 (Department of HUD COOP Handbook Policy) and this Supplement shall be implemented.
10. **Delayed Arrivals:** Employees that experience a delayed arrival to work as a result of a documented incident from a declared Pandemic Influenza outbreak will be allowed to request leave. The employee shall not be placed in an AWOL status. Administrative leave may be granted where approved by a designated management official in accordance with agency policy.
11. **Alternate Work Place Options:** A Pandemic Influenza outbreak is a foreseeable event that has been planned for through this supplement. During a Pandemic Influenza outbreak all Continuity of Operations work alternatives, inclusive but not limited to work at home, alternate work sites, or administrative leave will be utilized and extended.
12. **Off-site Workers:** Employees working at an alternate HUD office at the time their home office is closed, and the local employees are placed on administrative leave they are expected to continue working through the duration of their temporary duty. Upon their return to their home office, if employees remain on administrative leave, the returning employee will be granted the same leave status.
13. **Security:** HUD offices, including alternate locations used during a Pandemic Influenza outbreak, will be safe and secure for HUD employees.

14. **Alternate Workforce:** In accordance with OPM guidance, the Assistant Secretary or Regional Directors or their designees may direct employees to remain at home on administrative leave.
15. **No Adverse Impact:** There will be no adverse impact on bargaining unit employees' career ladder, program area position/function, or EPPES evaluations based solely for following the Pandemic Influenza Plan.
16. **Prior Leave Requests:** Management agrees that leave requests received from employees prior to a Pandemic Influenza outbreak that have already been approved may be rescinded only as allowed by statute.
17. **Work Status:** During a declared Pandemic Influenza outbreak an employee shall contact their supervisor or designated agency official regarding their Leave/Work status. If a voice mail message is left, the employee must leave a contact where he/she can be reached.
18. **Duties:** Management agrees that outstation employees receive program work assignments from their remote supervisor. Other assignments may be given to outstation employees by an onsite supervisor, or designated management official, in consultation with the remote supervisor.
19. **Notice of Responsibilities:** Any employee assigned to perform an essential function during a Pandemic Influenza outbreak will be made aware of their responsibilities.
20. **Performance EPPES:** Management understands that job functions may be limited to essential duties in order to maintain the continuity of operations during a Pandemic Influenza outbreak. Employee goals and critical elements may reflect changes or may be waived. No employee rating will be adversely affected due to any Pandemic Influenza outbreak changes or workload.
21. **Performance of Essential Functions:** Management agrees it is their intention to fill essential functions with current employees conducting those functions whenever and wherever possible during a Pandemic Influenza outbreak.
22. **Flexible Hiring:** Current qualified HUD employees will be offered the opportunity to perform essential functions prior to the use of flexible hiring options, whenever possible.
23. **Details within the Agency:** Management agrees that HUD employees will not be detailed to any community, office, or location where a Pandemic Influenza outbreak is occurring...nor shall any HUD employee be directed to

enter a Pandemic Influenza community, office or location for any other purpose. For purposes of this paragraph, community, office or location is presumed to be the general geographic area of the Headquarters, regional office, or field office where the PI is occurring. Notwithstanding the forgoing, a HUD employee may volunteer to be detailed to an area or enter an area.

24. **Details outside of the Agency:** No HUD employee will be detailed, or assigned to work in any community, office or location with another Government agency or any organization where a Pandemic influenza is occurring. For purposes of this paragraph, community, office or location is presumed to be the general geographic area of the Pandemic Influenza Outbreak. Notwithstanding the forgoing, a HUD employee may volunteer to be detailed or assigned to another Government agency or other organization.
25. **Essential functions:** Management agrees to provide the Union at the National level a comprehensive listing that identifies the essential functions that must be continued to facilitate the Agency's Continuity of Operations during a Pandemic Influenza outbreak. This listing shall be provided prior to the final HUD Pandemic Influenza Plan.
26. **Rotation of Essential Duties:** Prior to the full implementation of any final HUD Pandemic Influenza Plan, a rotation roster will be created of bargaining unit employees that perform essential functions. Each rotational employee may be included in the testing of the Pandemic Influenza outbreak processes. Being part of an essential function rotation shall be voluntary.
27. **Contracting out of essential functions:** Management agrees that the use of contractors to perform essential functions may be required to maintain the operations of the office. The use of contractors will be limited to the time that a Pandemic Influenza outbreak is active and/or until the office can return to normal working conditions.
28. **Alternative Operating facilities:** Management agrees that alternative operating sites will meet minimum standards of the Department of Labor, Occupational Safety and Health Administration (OSHA) Standards.
29. **Building or Location changes:** Management agrees if changes to HUD facilities are required at any HUD location as a result of a Pandemic Influenza outbreak, the local unions will be notified in accordance with Article 5 requirements.
30. **Telework:** Both parties agree that telework will be considered during a declared Pandemic Influenza outbreak. Management agrees to develop a

revised telework policy that will be inclusive of the scope of this supplement, subject to Article 5 notification.

31. **Family/Medical Leave:** All Family Medical Leave requests submitted during a Pandemic Influenza outbreak shall be approved as allowed by statute.
32. **Data Security:** Management agrees that all employee/personnel data will remain secured during a Pandemic Influenza outbreak.
33. **Position Descriptions:** Employees detailed or voluntarily reassigned to fill critical vacancies as a result of the Pandemic Influenza outbreak will have no adverse impact on their bargaining unit or career ladder status, program area position/function, EPPES evaluations or pay and grade.
34. **Testing:** Management agrees that testing of the Pandemic Influenza plans may include testing which is in addition to the testing that is dictated by the White House.
35. **Employee Assistance Program (EAP):** EAP is an essential function. EAP should take steps to assure adequate coverage during and after an incident. The contact number for the EAP shall be provided to employees before a Pandemic Influenza outbreak occurs to assist them with issues or stresses they may have as a result of the outbreak.
36. **Immunizations:** The Department will provide annual influenza vaccinations to employees per the existing Interagency Agreements established with the Department of Health and Human Services (HHS), Federal Occupational Health (FOH). Administration and distribution of the vaccinations will be conducted in accordance with HHS guidelines.
37. **Health training:** Management shall provide on an annual basis, "Pandemic Influenza Awareness" training. This training shall include at a minimum discussion of this Supplement and the HUD Pandemic Influenza outbreak guidance.
38. **Pandemic Flu outbreak issues:** Pandemic Influenza outbreak subjects may be discussed at meetings designated for Labor relations issues. Topical discussions may be considered by the Agency.
39. **Outbreak Supplies:** To ensure the health and wellness of employees, management shall make available in every HUD office, flu prevention products, such as hand sanitizing liquids. Management agrees to replenish these materials as they become obsolete, or expire, in accordance with HHS guidelines and/or other legislative and statutory requirements.

40. **Continued training:** HUD agrees that training is essential and necessary. At the earliest opportunity HUD agrees to develop a final HUD Pandemic Influenza plan.
41. **Travel restrictions:** In order to minimize the possibility of the spread of a Pandemic Influenza outbreak, HUD will limit and/or stop all travel. Every possible effort should be made to hold meetings for the Agency or with clients via web based, conference calls or other means.
42. **Social contact:** In the event of a declared Pandemic Influenza Outbreak, the Department will provide support of “social distancing” activities. For example, social distancing measures could be in the form of guidelines modifying the frequency of face-to-face encounters between employees (e.g. moratoriums on hand shaking, substitution of teleconferences for face-to-face meetings, staggered breaks, posting of infection control guidelines in prominent locations, etc.)
43. **Reasonable Accommodation:** HUD agrees that during a Pandemic Influenza outbreak, all current reasonable accommodations will remain in full effect. Any new reasonable accommodation requests, which arise during the period of a Pandemic Influenza outbreak, will be reviewed and processed in accordance with the Departments established policy as provided in HUD Handbook 7855.1 “Procedures for Providing Reasonable Accommodation for Individuals with Disabilities.”
44. **Health and Safety committees:** Management shall assure that Health and Safety committees exist in all HUD offices per the HUD Contract. Management shall utilize, train and provide full involvement in the communication of current information regarding a Pandemic Influenza outbreak to all local health and safety committee members.
45. **Volunteer activities:** Management agrees to encourage volunteerism among HUD employees and will encourage the use of the Volunteer MOU for a Pandemic Influenza outbreak.
46. **Overtime and Compensatory time:** Management agrees that the current OPM policies regarding overtime and compensatory time will be observed. In the event a Pandemic Influenza outbreak is declared, management agrees to review and consider all OPM guidance that affect these policies as a result of the outbreak.
47. **Privacy:** Management shall insure that employee personnel records are maintained consistent with all OPM and Privacy Act regulations.

48. **Remote access:** Both parties agree that remote access will be considered during a declared Pandemic Influenza outbreak. Management agrees to develop a revised remote access policy inclusive of the scope of this supplement, subject to Article 5 notification.
49. **IT equipment:** HUD recognizes the need for IT equipment and it's support during a Pandemic Influenza outbreak.
50. **Discipline:** HUD agrees that within an affected general geographic area disciplinary actions may be held in abeyance, and time frames for adverse actions may be extended.
51. **Freedom from reprisal:** Management agrees employees infected by Pandemic Influenza outbreak will be treated fairly and equitably. Any restraints, interference and/or reprisals will not be tolerated.
52. **Compensatory Travel Time:** If a detail or temporary tour of duty (TDY) is beyond the employee's normal commuting distance requiring additional commuting time, compensatory travel time shall be approved in accordance with existing policy.
53. **Actual Travel Expenses:** Management agrees to work with the Office of the Chief Financial Officer to develop streamlined procedures to allow Assistant Secretary level officials to approve actual travel expenses for details and temporary duty travel during national or local incidents.
54. **Shelter-in-Place:** No employee will be forced to shelter-in-place. In the event a shelter-in-place occurs, the Occupancy Emergency Plan will guide procedures. If a shelter-in-place employee becomes ill, they will not be denied access to medical care.
55. **Labor/Management Contact:** HUD agrees that semi-annual meetings will be held with the HUD Council representative(s) to discuss Pandemic Influenza outbreak issues, progress on training and testing, including any suggested changes to policy.
56. **Partnership:** Management agrees to consider suggestions submitted by the Union to assist in the development of the final HUD Pandemic Influenza Guidance Plan. Management recognizes that any final additions or changes to the plan shall result in a new Article 5 notice.
57. **Emergency Communication Process:** Both parties agree that immediate and updated communication is essential during a declared Pandemic Influenza

outbreak. Management agrees to develop a nation-wide procedure that will enable employees to obtain information regarding the status of national and local HUD offices. The procedure will be inclusive of the scope of this supplement, subject to Article 5 notification.

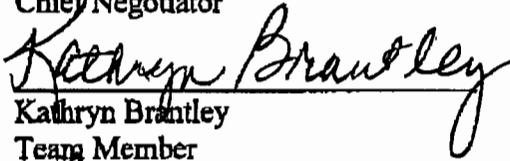
58. **Union Representation:** The principal National/Regional/Local union representative, or his/her designee(s) may be considered for an additional amount of representational time wherever a Pandemic Influenza outbreak has been declared in the general geographic area at the agency's discretion.
59. **Article 5 requirement:** Any additions or changes to the HUD Pandemic Planning and Response Guidance Handbook shall result in a new Article 5 notice.
60. **Union Notification of Designee(s):** The Union representative in each office shall be given a copy of the Delegation of Authority that will be in effect in their office during a Pandemic Influenza outbreak.
61. **Subsequent Agreements:** The provisions of this Supplement will be considered in any future agreement relating to the subject of Pandemic Influenza.
62. **Union notification:** At the initiation of a Pandemic Influenza outbreak declaration, Management will notify the affected Local AFGE representative as soon as reasonably possible.
63. **Union Rights:** Management agrees that employees will be provided access to the Union for representational purposes during Pandemic Influenza outbreaks.
64. **Union time for Pandemic Influenza outbreak planning:** HUD agrees that any union team members partnering with the Union to develop a Pandemic Influenza outbreak final plan/policy will be considered for additional union time as needed.
65. **After a Pandemic Influenza outbreak:** HUD recognizes that following a Pandemic Influenza outbreak, affected offices may need time to recover and re-establish local policies, processes, and workload needs. Management agrees that the OPM policy in place at the time of the Pandemic Influenza outbreak will be followed.
66. **Death of employees:** The parties agree that in the unfortunate event that a HUD employee should perish during a Pandemic Influenza outbreak, HUD intends to maintain adequate staffing levels to carry on its mission.

67. **Reconstruction:** HUD recognizes that the Continuity of Operations after a Pandemic Influenza outbreak event may depend upon the level of staffing available. HUD agrees that no employee will lose their job based solely on a Pandemic Influenza outbreak staffing shortage.
68. **Employee Rights :** The implementation of the Pandemic Influenza Plan will not affect any statutory, regulatory, or contractual rights of employees.
69. **Notification to the Union of persons affected:** Management shall immediately notify the union at the affected local level of any Pandemic Influenza incident within an office in the most expedient manner possible, consistent with the Privacy Act and HIPAA.
70. **Effective date of Supplement:** This Supplement shall become effective January 1, 2007.

For Management:



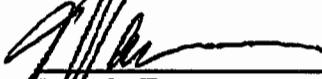
James L. Keys
Chief Negotiator



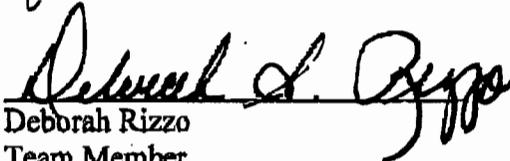
Kathryn Brantley
Team Member



Faye Antonio
Team Member

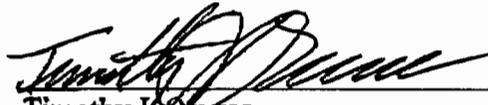


Marvin Turner
Team Member

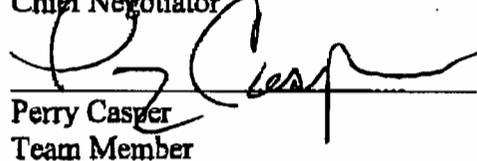


Deborah Rizzo
Team Member

For AFGE



Timothy J. Oravec
Chief Negotiator



Perry Casper
Team Member



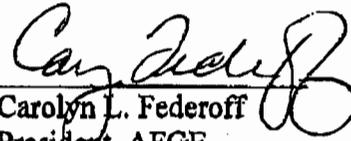
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Approved: _____

Barbara J. Edwards
Deputy Assistant Secretary for
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Approved: 

Carolyn L. Federoff
President, AFGE
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Date: _____

Date: 12/13/06