

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

Subject: Handbook on Pay, Leave and Other Benefits during Emergency/Disaster Situations

Scope: The scope of this handbook relates to the impact and implementation on Pay, Leave and Other Benefits during Emergency/Disaster Situations.

1. Benefit Advantages: HUD is fully committed to supporting all HUD employees and their families in coping with emergency or disaster situations. Management agrees to optimize pay, leave and benefits referenced in this handbook during emergencies.
2. Employee Safety: HUD acknowledges that the lives of its employees are more valuable than carrying out HUD's Mission. As such, should an emergency be of the extent that employee's lives or health is in danger, HUD will consider employee's safety the priority.
3. Employee Communications: Employees that are on duty during emergency situations will provide new contact information if possible. If communication capabilities are not possible, there shall be no adverse impact to the employee.
4. Work Definition: For the purpose of this Supplement, work shall be defined as any duty related to HUD's mission and is not contrary to law or regulation.
5. Employee Rights: The establishment of the Handbook will not affect any statutory, regulatory, or contractual rights of employees. Emergency situations will be considered in any disciplinary action.
6. Handbook and Supplement Distribution: The Handbook will be made available on Administration's webpage. A copy of this Supplement will be electronically sent to all bargaining unit employees.

7. Pay and Leave: Employees will not suffer any loss of leave, any loss of pay, for not reporting to work on time due to any delay attributed to a declared emergency incident.
8. Pay and Leave Tracking: Management will provide any employee receiving premium pay the resources and information necessary to report and track their hours and pay.
9. Pay Limit Notification: Management agrees to work with the NFC to flag potential caps and pay and/or put appropriate procedures in place to prevent overpayments as a result of premium pay during an emergency.
10. Work after reaching Pay Limit: No employee will be required to perform work without appropriate compensation.
11. Pay Limit Policies: Management agrees that the current OPM policies regarding basic, premium and /or annual pay limits will be observed for any employee that may reach their basic, premium and/or annual pay limits. In the event an emergency is declared, management agrees to review and consider all OPM guidance that affects these policies as a result of an emergency. Policies that change due to new guidance will be posted to the HUD website during an emergency situation.
12. No Adverse Impact for reaching Pay Limit(s): There will be no adverse impact on an employees' career ladder or official position based solely on their having reached their basic, premium and/or annual pay limits.
13. Use of Employee's Leave: Employees will not be required to use their Annual leave, Sick leave, Credit Hours, or Compensatory Time during a declared emergency in lieu of excused absence (Administrative Leave).
14. Alternate Work Place Options: In an emergency, HUD may approve employees to work at home or an alternate work site. To the maximum extent possible, this allowance should not exceed 5 (five) days.
15. Off-site Workers: Employees that are working at an alternate HUD office at the time their home office is closed are expected to continue working at the alternate site through the duration of their temporary duty, even though local employees are placed on administrative leave. Upon their return to their home office, if local employees remain on administrative leave, the returning employee will be granted the same leave status.
16. Supplement in Effect: This Supplement shall be immediately in effect during all declared emergency incidents (i.e. COOP, Pandemic, etc.)

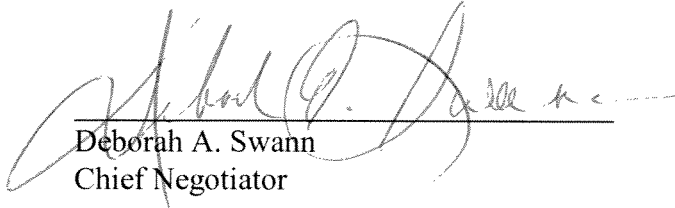
17. Prior Supplements: The parties agree that all supplements regarding emergency issues (i.e. COOP, Pandemic, emergency contact number, etc.) will be in effect during an emergency and will remain in effect for the duration of the emergency.
18. Notice of Responsibilities: Any employee that is required to work on emergency or disaster relief and response efforts will be made aware of their responsibilities.
19. Performance EPPES: Management understands that job functions may be limited to essential duties in order to maintain the continuity of operations during an emergency. Employee goals and critical elements may reflect any changes or may be waived.
20. Details within the Agency: Management agrees that HUD shall consider the safety of its employees when detailing them to any community, office, or location where employees' lives or health could be in danger. 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 emergency is occurring. Notwithstanding the foregoing, a HUD employee may volunteer to be detailed to an area or enter an area.
21. Details outside of the Agency: Management agrees that HUD shall consider the safety of its employees when detailing them outside the community, office or location with another Government agency or any organization where employees' lives or health could be in danger. For purposes of this paragraph, community, office or location is presumed to be the general geographic area where the emergency is occurring. Notwithstanding the foregoing, a HUD employee may volunteer to be detailed or assigned to another Government agency or other organization.
22. Family/Medical Leave: All Family Medical Leave requests submitted during an emergency incident shall be approved, as allowed by statute.
23. Reasonable Accommodation: To the extent possible, HUD agrees that during an emergency, all current reasonable accommodations will remain in full effect. Any new reasonable accommodation requests, which arise during an emergency, will be reviewed and processed in accordance with the Department's established policy as provided in HUD Handbook 7855.1 "Procedures for Providing Reasonable Accommodation for Individuals with Disabilities." HUD will expedite Reasonable Accommodation requests, during an emergency, in the affected areas and for the affected employees.
24. Overtime and Compensatory Time and Premium Pay: Management agrees that the current OPM policies regarding overtime and compensatory time and Premium Pay will be observed. If an emergency is declared, management agrees to review and consider all OPM guidance that affects these policies as a result of the emergency.

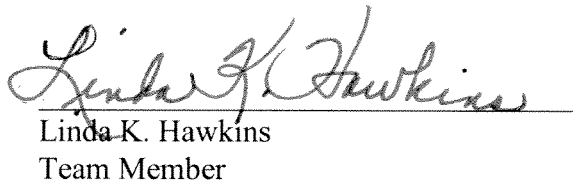
25. Compensatory Travel Time: If a detail or temporary tour of duty (TDY) as a result of an emergency event is outside the employee's normal commuting area and requires additional commuting time, compensatory travel time shall be approved in accordance with existing policy.
26. Actual Travel Expenses: Management agrees to allow actual travel expenses during National or local emergencies as allowed by HUD policy and government regulations.
27. Notices to Union: To the extent possible, Management agrees to provide notice to the Union after an emergency is declared, including a listing of the pay/leave (Administrative Leave/Evacuation pay/etc.) status of all bargaining unit employees in the emergency area. Upon availability of information, management will notify the union of employee's termination of emergency pay and the reason.
28. Volunteer MOU: The parties agree that the provisions of the Volunteer MOU are not superseded by the Handbook or this Supplement. The Department will consider requests to volunteer for more than 96 hours on a case by case basis. Management understands that during an emergency any request must be acted upon quickly and that requests made "as far in advance as possible" could mean a volunteer activity that would be immediate.
29. Emergency Volunteers: HUD agrees that employees may volunteer to assist with Federal, State, and local recovery and relief efforts, with supervisory approval.
30. Inoculations: In addition to Chapter 4, 4-5 of this policy, management agrees that in the event that inoculations are not available, any employee not receiving inoculations will not be required to report to work in the affected area.
31. Premium Pay Notification: Management agrees to post a staff bulletin notifying employees of the development of this policy, additionally, reference to this policy will be retained on the Administration's website. It will also be available in HUDclips. Management agrees to inform HUD employees on premium pay limitations and related issues.
32. Inter-Agency Details: Upon requests from agencies where there is a "Memorandum of Understanding" Interagency Agreement in place, management may solicit and allow employee participation. In addition, federal agencies may request interagency details for specific employees, which will be considered by the Department.
33. Emergency Leave Transfer: In the event OPM establishes an emergency leave transfer program, HUD shall consider implementing the policy in accordance with

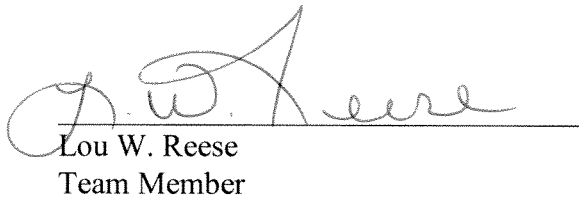
OPM's guidelines until HUD is able to follow the provisions of Article 5 of the HUD/AFGE Agreement.

34. Return to work: Employees will be timely notified upon the termination of an emergency declaration. For employees that can not immediately return to work, management will consider leave flexibilities such as administrative leave, advanced leave, etc. Sufficient time for employees and their dependents to make arrangements to return home, if necessary, is a concern for the agency and will be considered.
35. EAP Availability: EAP counseling will be available throughout the country within 24 hours of an emergency. Employees will be provided EAP contact information and a means to make contact with EAP services in the affected area.
36. EAP Information: EAP counselors will keep employees' information in accordance with government rules, regulations and laws. Management understands that EAP information is intended to be private.
37. Records: Management shall insure that employee personnel records are maintained consistent with all OPM and Privacy Act regulations.
38. Advanced Payment Eligibility: On a case-by-case basis, Management will determine whether an emergency situation warrants advanced pay.
39. Waiver of Debt – Debts may be waived in accordance with applicable law and guidelines.
40. Overtime/Compensatory Time Authority: Overtime/compensatory time, may be approved by the management official directing the employee during an emergency.
41. Notification Process: Employees will receive information regarding their pay and leave status during an emergency through their offices' emergency notification system.

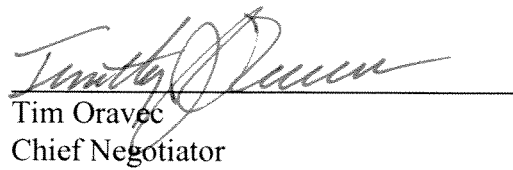
FOR MANAGEMENT

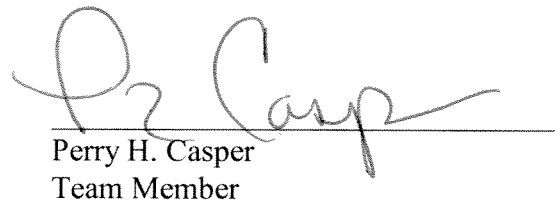

Deborah A. Swann
Chief Negotiator

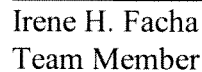

Linda K. Hawkins
Team Member

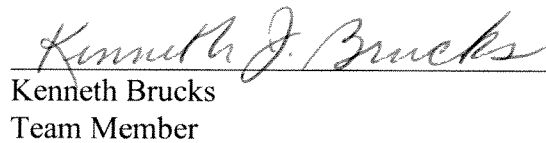

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Date Signed: 12/2/08