

**Employee Agreement in Connection with Emergency Federal Employee Leave (EFEL)
Provided Under Section 4001 of the American Rescue Plan Act of 2021**

[to be signed before approval of an employee's first use of EFEL]

I, _____, understand that my agency is granting EFEL on a conditional basis, subject to the availability of monies in the EFEL Fund. I understand that, if the EFEL Fund is exhausted before my agency receives reimbursement from the Fund for any use of EFEL by me, the affected conditional EFEL will be cancelled, and I will be responsible for eliminating the resulting leave debt by taking one or both of the following actions:

- Requesting other paid leave or paid time off (as available to me and as appropriate for the given circumstance under normal leave rules) to substitute for the cancelled EFEL.

AND/OR

- Voluntarily providing monetary reimbursement to the agency to satisfy the overpayment debt resulting from receiving payments for a period of time when I should have been in leave without pay (LWOP) status.

If I do not eliminate the leave debt by substituting other paid leave, I agree to make the required monetary reimbursement to the agency that granted conditional EFEL and to permit offset of Federal payments (including salary payments) to recover the amount owed. (Note: Any offset of salary payments will be limited to 15 percent of an employee's disposable pay, except in the case of a final check at the time of separation from employment.) However, I reserve the right to challenge the agency decision through any applicable administrative grievance procedure, negotiated grievance procedure, or judicial process and to seek return of any amounts erroneously collected from me.

Employee's Signature _____ Date: _____

Note: This employee agreement must be filed with an employee's EFEL request(s). If the EFEL request(s) contains medical information, put the request form(s) and this agreement in the Employee Medical Folder (EMF).