

MEMORANDUM OF AGREEMENT
BETWEEN
CENTERS FOR DISEASE CONTROL AND PREVENTION
AND
THE AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES, LOCAL 2883
TO IMPLEMENT THE AGENCY'S VACCINE MANDATE

I. INTRODUCTION

The parties to this Memorandum of Agreement (MOA) are the Centers for Disease Control and Prevention (hereinafter CDC or Agency) and the American Federation of Government Employees (AFGE), Local 2883 (hereinafter AFGE Local 2883 or Union).

II. AUTHORITY

This MOA is authorized under the provisions of 5 USC § 7114 and the 2021 Master Collective Bargaining Agreement (CBA) between CDC and AFGE Local 2883.

III. PURPOSE

The purpose of this MOA is to provide the procedures and appropriate arrangements to be followed by the Union and Agency for vaccine mandate, due to the Executive Order 14043, Requiring Coronavirus Disease 2019 Vaccination for Federal Employees.

IV. SCOPE

The provisions of this MOA apply to all bargaining unit employees who are represented by AFGE Local 2883 (employees) as identified in the FLRA certificate of representation. This MOA does not interfere with management rights, nor does it apply to employees not represented by the Union.

V. TERMS AND PROVISIONS OF AGREEMENT

- a) Employees that have not received their last dose of their vaccine by the November 22nd deadline will be given 30 additional days, from the date of signature of this agreement, to receive their last dose or to request a medical exception.
- b) The Agency will provide employees with information for requesting an exception for religious reasons as well as the types of documentation needed. If an employee raises a religious objection to receiving the vaccine, the Agency will comply with the [Religious Freedom of Religion Act](#) (RFRA Act) Pub. 1. No.1 03-141, 107 Stat. 1488 (November 16, 1993L codified at 42 U.S.C. § 2000bb through 42 U.S.C. § 2000bb-4 (also known as **RFRA**), is a 1993 United States federal law "ensures that interests in religious freedom are protected."

The Agency will consider several factors in assessing whether a request for an exception is based on a "sincerely held religious belief." The Agency should not assume that a request is invalid simply because it is based on unfamiliar religious beliefs. While "no one factor or consideration is determinative," all requests for a religious exception will be evaluated on an individual basis.



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- c) The Agency will ensure that employees that request leave and inform the agency they are experiencing immediate or delayed adverse reactions and/or symptoms of illness, following the receipt of the COVID-19 vaccination, will be informed of appropriate leave categories, including but not limited to [COVID-19 Emergency Paid Leave](#).
- d) Employees who experience an adverse reaction to the COVID-19 vaccination as a result of the vaccine mandate outlined in Presidential Executive Order 14043 can access information to file a claim under Federal Employees Compensation Act (FECA) at <https://www.dol.gov/agencies/owcp/FECA/regs/compliance/DFECfolio/FECABulletins/FY2020-2024#FECAB2201>.
- e) Employees who have applied for reasonable accommodations from the Agency in connection with the vaccine mandate, either for medical or religious reasons, will have their accommodation requests processed in an expedited manner.
- f) Employees who have applied for a medical exception, through the reasonable accommodation process, shall have their medical evidence reviewed by a qualified medical professional. The CDC medical reviewing authority responsible for evaluating an employee's request for medical exception will consider legitimate medical documentation completed by the employee's physician when approving or disapproving the employee's request for medical exception.
- g) Should an employee be denied a request for religious or medical exception to support declining COVID-19 vaccination, the employee will be provided a reasonable accommodation process, which is fair and unbiased, which will consist of the following in consecutive order:
 1. The employee will be given a written justification for denying the employee's exception which shall identify the next level appropriate management official to receive an appeal.
 2. The employee who received the denial may submit an appeal to the appropriate management official.
 3. If the appeal is denied, the employee will have sufficient time, within ten (10) days, to start the vaccination process.
- h) The Agency will provide the Union with all unidentifiable raw data (numbers) of Reasonable Accommodations from employees related to medical vaccinations and religious exception denials, approvals and those that remain pending by-weekly. The Agency will voluntarily provide this information to the Union until March 31, 2022. After this date, the information will be provided to the Union upon request. Information sharing begins two (2) weeks after the effective date of the MOA.
- i) Employees will submit evidence showing proof of COVID-19 vaccination as outlined by the agency. If the Agency has concerns regarding the legitimacy of the documentary proof, it will notify the employee within five (5) calendar days following the onset of its concerns and provide in writing specific concerns regarding the documentation.
- j) The Agency and the Union agree to meet 30 days following the effective date of this agreement to discuss and review the progress and recommendations to the COVID-19 vaccinations mandate.
- k) If possible, the Agency will consider releasing employees on the basis of "Constructive Dismissal" as opposed to lesser charges that may result in unemployment being denied.
- l) The agency will encourage employee compliance by providing a brief period of education and counseling that inform employees about the benefits and availability of the vaccine, and their right to



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exception. Employees that remain unvaccinated may be disciplined. Disciplinary actions will be taken in accordance with Article 25, Disciplinary and Adverse Actions, based on just cause and applied equitably, and to promote the efficiency and effectiveness of the service. The Agency will consider the existence of mitigating circumstances and the employee's vaccination status.

- m) The Agency agrees to adhere to the established guidance prescribed within the CDC and AFGE Local 2883 CBA referencing Last Chance Agreements as defined in section 25.7.
- n) The Agency will comply with the Privacy Act and [HIPPA](#) concerning information on employees' vaccination status. Employee vaccination status information will be provided in accordance with 5 U.S.C. 552a(b)(1) to the appropriate Agency officials "who have a need for the record in the performance of their duties.
- o) The collection and use of employee vaccination status will be in compliance with the Employee Medical File system of records notice (SORN) and OPM regulations (5 C.F.R. part 293, subpart E) protections.

Employees will be provided with a [Privacy Act statement](#) and their [HIPPA](#) rights prior to the collection of their vaccination status information.

The agency will adjust the EASI program in support of the Union's request to not display Vaccination Statuses on the EASI home screen.

- p) The Agency may grant leave-eligible employees up to four hours of administrative leave per dose to receive any authorized COVID-19 vaccination, including booster shots, and up to two days of administrative leave for adverse reactions to any COVID-19 vaccination dose.

If an employee requests more than 2 workdays to recover, the Agency may make a determination to grant emergency paid leave as created by the American Rescue Plan Act or other appropriate leave (e.g., sick leave).

The Agency may grant up to 4 hours of administrative leave per dose to employees to accompany a family member to receive the vaccine, with a maximum of 12 hours of leave for a family member receiving three doses. Employees should obtain advance approval from their supervisor before using administrative leave for COVID-19 vaccination purposes.

- q) The Agency will notify the Union by email 15 days prior to the start of issuing disciplinary actions to employees related to enforcement of the vaccination mandate.
- r) The Agency will do their due diligence to protect the health and safety of vaccinated and unvaccinated employees by following OSHA and CDC guidelines which currently recommends employees social distance at 6 feet apart.

VI. OTHER PROVISIONS

Nothing in the MOA is intended to conflict with current law or government-wide rule or regulation, or the CBA.

VII. TERMINATION

This MOA will expire with the 2021 CBA, unless terminated by mutual agreement of the parties at an earlier date.



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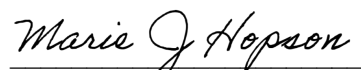
VIII. MODIFICATION

This MOA may only be modified upon the mutual written consent of the parties.

IX. EFFECTIVE DATE

This MOA, four (4) pages in length, shall become effective upon Agency Head Review, but no later than thirty (30) calendar days after the last date of signature by the parties below.

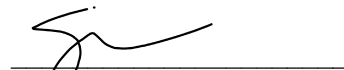
FOR THE UNION:



Marie Hopson
President
AFGE Local 2883

Date: 12/07/2021

FOR THE AGENCY:



Jonathan C. Theodule
Labor Relations Officer
CDC, OCOO, HRO, WRO

Date: 12/07/2021