

## MEMORANDUM OF UNDERSTANDING

The following constitutes an agreement between the Department of Education (“agency”) and the American Federation of Government Employees, AFL-CIO (“AFGE”) on the agency’s Covid-19 Vaccination Enforcement Program.

1. The Employer will comply with the Religious Freedom Restoration 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 that "ensures that interests in religious freedom are protected. The RFRA Act states that "the Government shall not substantially burden a person's exercise of religion even if the burden results from a rule of general applicability."
2. The Agency and the Union agree to meet within 5 business days following the date the Agency receives guidance on responding to reasonable accommodation requests for the COVID-19 mandate, to discuss and review said guidance. The Agency will provide notice and to the extent required by law bargain in accordance with Article 8 of the Parties Partial Settlement Agreement. The Union may submit proposals for negotiations following the date of the meeting.
3. The Agency will ensure all employees are fully informed of their right to request a reasonable accommodation regarding the COVID-19 vaccination, and will provide reasonable accommodations in a timely manner and in accordance with the law to such employees who request and are approved for a reasonable accommodation.
4. Employees who have applied for a medical Reasonable Accommodation shall have that medical evidence reviewed by a qualified medical professional in cases of a potential denial.
5. Upon Union request, but no later than 30 calendar days following the date the negotiated agreement is signed, the Agency and the Union will meet to discuss and review the progress of the COVID-19 Vaccination Enforcement program. The Agency will provide notice and to the extent required by law bargain in accordance with Article 8 of the Parties Partial Settlement Agreement.
6. If an employee who fails to obtain the Covid-19 vaccine, resigns prior to November 29, 2021 or within two weeks after the denial of a reasonable accommodation request, whichever is later, no action related to the Covid-19 mandate will be recorded in their E-OPF.
7. The Employer will ensure that employees, who take the COVID-19 vaccination for employment purposes with the Department and experience any symptoms of illness, within 2 weeks following the date of the COVID-19 vaccination, will be provided up to 2 days of administrative leave.
8. Employees exposed to Covid-19 in performance of their assigned duties may be entitled to Worker’s Compensation.
9. Both parties agree to table proposals #4 and #5 from the original submission of proposals provided by AFGE on October 20, 2021, till the briefing in proposal #2 is provided.



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Abel Hernandez – Agency Chief Negotiator

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Sheria Smith – AFGE Local 252 President