




National Council of HUD Locals

AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES
AFFILIATED WITH AFL-CIO

Council 222

September 14, 2021

MEMORANDUM FOR: D'andra Hankinson, HUD Deputy Director of Labor & Employee Relations Division, AHEDB

FROM: 
Ricardo Miranda, Chief Negotiator
AFGE National Council of HUD Locals No. 222

SUBJECT: Demand to Bargain Coronavirus (COVID-19) Vaccination Mandate, Attestation & Testing Requirements

In accordance with Article 49, Section 49.04(1) of the HUD-AFGE Agreement and the Federal Service Labor-Management Relations Statute at 5 U.S.C. § 7114(a) and (b) and §7106(b)(2) and (3), enclosed please find the AFGE National Council of HUD Locals No. 222's (AFGE Council 222 or Union) demand to bargain and preliminary bargaining proposals in response to HUD management's intent to implement the Coronavirus (COVID-19) vaccination mandate, attestation, and testing requirements. In accordance with Article 49, Section 49.06(i) of the HUD-AFGE Agreement, the Union reserves the right to submit additional bargaining proposals until negotiations commence or based on new information received during negotiations, or discovery occurring after the implementation of the COVID-19 vaccination mandate, attestation and testing policies.

1. The Parties (i.e., HUD and AFGE Council 222) agree that the implementation of this Supplemental Agreement, for the COVID-19 vaccination mandate, attestation, and testing of bargaining-unit employees, shall not diminish or waive any rights of the Parties in the 2015 HUD-AFGE Collective Bargaining Agreement (CBA or Agreement), law, government-wide rule or regulation. If this Supplemental Agreement expires because of the implementation of a new collective bargaining agreement, the Parties agree to renegotiate, re-open, amend, or modify this Supplement to the extent necessary, and if requested by either Party. The negotiations shall be limited to the scope of this Supplemental Agreement. The Parties, however, may also mutually agree to incorporate this Supplement into the successor collective bargaining agreement.
2. The Parties agree that HUD policies on COVID-19 vaccination mandate, attestation, and testing policies are incorporated into the HUD-AFGE Agreement. Any conflicting

language on the same issue between HUD management's COVID-19 vaccination mandate, attestation, and testing policies and this Supplement or the HUD-AFGE Agreement, this Supplement and the HUD-AFGE Agreement shall take precedence in accordance with 5 U.S.C. § 7122(a)(1) of the Federal Service Labor-Management Relations Statute.

3. AFGE Council 222 and AFGE Locals will receive formal notice from the Department and is entitled to attend all formal discussions, including those related to HUD's COVID-19 vaccination mandate, attestation, and testing policies, as provided in Article 4, "Rights and Obligations of the Parties," Section 4.03 of the 2015 HUD-AFGE Agreement.
4. The Department will provide notice to all bargaining-unit employees of any new policies concerning the COVID-19 vaccination mandate, attestation, and testing including this Supplement. All such documents will be posted on the Department's intranet (HUD@Work) at the time of issuance. However, no new policies on the COVID-19 vaccination mandate, attestation, and testing that have not been previously negotiated with AFGE Council 222 or AFGE Locals shall be implemented nor announced to bargaining-unit employees prior to the completion of bargaining obligations between HUD and AFGE Council 222 and AFGE Locals.
5. The COVID-19 vaccination status attestation certification language in the HIRTS/HR Connect database system shall state the bargaining-unit employee is certifying her/his vaccination status is true and correct to the best of her/his knowledge and belief.
6. The Parties agree that it is not necessary for the COVID-19 vaccination status attestation certification language in the HIRTS/HR Connect database system to include criminal liability and civil penalties language of false statements (18 U.S.C. § 1001) as a procedure and appropriate arrangement pursuant to 5 U.S.C. § 7106(b)(2) and (3).
7. The Parties agree that the COVID-19 vaccination status attestation certification language in the HIRTS/HR Connect database system shall provide an option for the bargaining-unit employee to decline to provide her/his vaccination status. If the bargaining-unit employee declines to provide her/his vaccination status, the bargaining-unit employee will be presumed to be unvaccinated for COVID-19.
8. The Parties agree that the disclosure of the particular vaccine brand received by the bargaining-unit employee is optional.
9. The Parties agree that bargaining-unit employees shall have at least 30 days from the signing of this Supplement to provide and certify their COVID-19 vaccination status.
10. A bargaining-unit employee who declines to provide her/his COVID-19 vaccination status shall be subject to once per week COVID-19 testing at the expense of the Department.

11. If the COVID-19 testing is not conducted at the HUD office, each bargaining-unit employee shall be given sufficient administrative leave to go to the testing site, be tested, and return to the HUD office.
12. Each bargaining-unit employee shall be reimbursed for eligible local travel expenses (e.g., mileage, parking, tolls, etc.) to go and return to the COVID-19 testing site.
13. Each bargaining-unit employee shall be given the option to take a COVID-19 blood test or antigen test.
14. An unvaccinated bargaining-unit employee who is in telework status does not have to take a COVID-19 test during the telework day unless the bargaining-unit employee goes into a HUD office.
15. Bargaining-unit employees shall have at least 120 days to be vaccinated.
16. Bargaining-unit employees may submit reasonable accommodation requests on the basis of disability status and/or religion not to be vaccinated pursuant to the Rehabilitation Act of 1973 and Civil Rights Act of 1964. Bargaining-unit employees shall furnish the medical documentation evidence to management for disability-related reasonable accommodation requests.
17. The Department agrees to process, complete the review, and provide a bargaining-unit employee a written response approving or denying the reasonable accommodation request(s) to be exempt from the COVID-19 vaccination requirement within 30 days.
18. To encourage and promote vaccination, the Department shall make every effort to regularly offer to vaccinate bargaining-unit employees for COVID-19 at all HUD Offices consistent with Article 38, Section 38.04 of the HUD-AFGE Agreement. Management shall provide AFGE Council 222 and AFGE Locals documentary evidence of its efforts to procure COVID-19 vaccine doses and to administer the vaccination at the HUD Offices.
19. Bargaining-unit employees who are denied their disability and religious observance reasonable accommodation request(s) not to be vaccinated and are not yet eligible to retire shall receive severance pay due to the involuntary separation caused by the Coronavirus pandemic and vaccination mandate as an appropriate arrangement pursuant to 5 U.S.C. § 7106(b)(3).
20. In accordance with Article 12, Section 12.01 of the HUD-AFGE Agreement, HUD management agrees to follow progressive discipline for any bargaining-unit employee who refuses to be vaccinated for COVID-19, attest to her/his vaccination status, or be tested for COVID-19.

21. AFGE Council 222 and AFGE Locals may reopen negotiations to consider problems or conditions that have arisen after implementation of the COVID-19 vaccination mandate, attestation, and testing policies that were unanticipated and not addressed in this Supplement. Renegotiations will be limited to issues not already expressly covered by this Supplement.

cc: Salvatore T. Viola, AFGE Council 222 President
Michelle Pérez, Deputy Assistant Secretary for Field Policy and Management