SUPPLEMENT \_\_

Between the

U.S. Department of Housing & Urban Development

and

American Federation of Government Employees HUD Council 222 of AFGE Locals

Date: November 1, 2021

# I. Purpose.

1. Primary Concern. The Parties (i.e., HUD and AFGE Council 222) agree that their primary concern is to protect the health and safety of HUD employees.
2. Scope. The scope of this Supplemental Agreement covers the implementation of the COVID-19 vaccination mandate, attestation, and testing of bargaining-unit employees, and conditions under which employees may return to offices. It also covers vaccine mandates, certifications, and testing of future pandemic conditions that may occur. This Supplemental Agreement addresses the HUD COVID-19 Response Return to Safe Workplace Plan of October 2021 but specifically excludes that Plan from incorporation into this Supplement or the Parties’ collective bargaining agreement (CBA). This Supplemental Agreement does not cover policy guidance issued by the U.S. Center for Disease Control (CDC), U.S. Safer Federal Workforce Task Force, or any other federal agency that affect AFGE Council 222 bargaining-unit employees’ conditions of employment that this Supplement or the CBA do not expressly address.
3. Successor Agreements. If this Supplemental Agreement expires because of the implementation of a new collective bargaining agreement, the Parties agree to incorporate the terms of this Supplement into the successor collective bargaining agreement.
4. Future Pandemics. The Parties agree that should a future pandemic present different issues or requirements that are not addressed by this Supplemental Agreement, the Parties may choose to negotiate with regard to those issues or requirements.
5. Precedence. If there is any conflict between HUD’s vaccination mandate, attestation, and testing policies and the provisions of this Supplement or the HUD-AFGE Collective Bargaining Agreement (Agreement or CBA), the terms of this Supplement and then the HUD-AFGE Agreement shall prevail. The terms of the HUD-AFGE CBA shall prevail over any government-wide policies that do not pre-date the Agreement; the terms of this Supplement shall prevail over any government-wide policies that do not pre-date this Supplement.
6. Renegotiation. AFGE Council 222 and AFGE Locals may reopen negotiations to consider problems or conditions that arise after implementation of the COVID-19 and other pandemic policies that were unanticipated and are not addressed in this Supplement.
7. Federal Policy Changes. Any changes to the CDC’s, Safer Federal Workforce Task Force’s, or any other federal agency’s policy guidance after October 22, 2021, not expressly covered in this Supplement or the HUD-AFGE Agreement must be bargained with AFGE Council 222 prior to implementation. Renegotiations will be limited to issues not already expressly covered by this Supplement.
8. State, Local, and Tribal Laws and Requirements. Any state, local and/or tribal laws and requirements and changes concerning COVID-19 that affect AFGE Council 222 bargaining-unit employees’ conditions of employment not expressly covered in this Supplement or the HUD-AFGE Agreement must be bargained with the Union prior to implementation.
9. Change in Telework Status. Bargaining-unit employees are currently in maximum telework status. Any changes to the existing telework/remote work policies or conditions or employment must be bargained with AFGE Council 222 (Union) prior to implementation. The Union does not waive its right to assert the covered-by doctrine as defined and interpreted by Federal Labor Relations Authority (FLRA) case law regarding the Telework Article 18 of the HUD-AFGE Agreement.

# II. Rights.

1. Rights. Implementation of the Supplemental Agreement for the vaccination mandate, attestation, and testing of bargaining-unit employees shall not diminish or waive any rights of the Parties or employees conferred by the CBA, law, or government-wide rule or regulation.
2. Formal Discussions. HUD shall provide AFGE Council 222 and AFGE Locals with timely formal notice of all formal discussions, including those related to HUD’s COVID-19 vaccination mandate, attestation, and testing policies, and invite the Union to attend and participate in those discussions, as provided in CBA Article 4, “Rights and Obligations of the Parties,” Section 4.03. The parties understand that employees on Holiday Leave may not be in attendance, requiring a second meeting. HUD shall ensure that the Union and all employees may access and participate in the discussions virtually. HUD shall not record any meeting without notice to and consent of all participants.
3. Notice to Union. The Department will provide timely notice to the Union of any new policies, procedures, and changes in conditions of employment concerning vaccination mandates, documentation, and testing as required by CBA Article 41, Section 41.04.C, “Union Notification and Availability,” and Article 49, Section 49.02, “Mid-Term Changes.”
4. Notice to Bargaining Unit. The Department will notify all bargaining unit employees of all policies and requirements related to COVID-19, including this Supplement.
   1. The Department shall post all such documents on the Department’s intranet (HUD@Work or successor system).
   2. HUD shall email copies of those policies and documents to employees at the time of issuance.
   3. Due to the importance of the pandemic, HUD shall also provide hard copies to each employee at the time of issuance. HUD shall mail the hard copy to any employee who is teleworking at the time.
   4. The Department shall not implement or announce to bargaining unit employees any new policies on a vaccination mandate, attestation, and testing prior to the completion of bargaining obligations between HUD and AFGE Council 222 and AFGE Locals.
   5. HUD will inform employees within one week, of the name and contact information for the individual who will act as a clearinghouse for all COVID-19 questions related to Departmental operations. HUD shall send out periodic reminders of or updates to that information at least quarterly throughout the pandemic.
5. Implementation of Vaccine Mandate and Other Pandemic Requirements. HUD will implement the vaccine mandate in accordance with the terms of this Supplement, applicable articles of the Parties’ Collective Bargaining Agreement, and all implementation guidance on the President’s Executive Order on Requiring Coronavirus Disease 2019 Vaccination for Federal Employees released by the Safer Federal Workforce Task Force. HUD shall not impose any greater or additional requirements than required by government-wide rules and regulations, including the COVID-19 guidance promulgated by the Safer Federal Workforce Task Force. For example, HUD shall not impose earlier deadlines or require more documentation than is federally mandated.
6. Representation. HUD shall permit employees to have a union representative present for any discussion related to the vaccine mandate.
7. Conduct. HUD agrees to treat all employees with dignity and respect at all times related to the vaccine mandate. Managers will not demand, coerce, shame, or intimidate any employee based on vaccination status and/or requests for or granted exemption, nor will the Agency tolerate such behavior in the workplace.

# III. Vaccine Mandate.

1. Applicability. The following provisions apply to the COVID-19 vaccine mandate and to future vaccine mandates that may be imposed on bargaining unit employees, except where specified otherwise.
2. Compliance with Court Orders. HUD shall not impose the vaccine mandate, nor require employees to submit any documentation, until the temporary injunction issued by Judge Colleen Kollar-Kotelly for the District of Columbia District Court in a case entitled *Church v. Biden*, 1:21-cv-2815, has been lifted and any other injunctions, restraining orders, or other court actions are lifted or resolved.
3. Guidance. HUD shall provide guidance to all bargaining unit employees that:
   1. Clearly states what is required by the mandate.
   2. Identifies all relevant dates and deadlines (i.e., for the COVID-19 vaccines, employees who have not yet been vaccinated must get their first Moderna vaccine no later than October 11, 2021, or their first Pfizer-BioNTech vaccine no later than October 18, with second vaccines or the single Johnson & Johnson vaccine administered no later than November 8, in order to be fully vaccinated by November 22, 2021).
   3. Clearly states the procedure and criteria for requesting a reasonable accommodation based on a disability or sincerely held religious beliefs and practices.
   4. Clearly states the consequences of failure to comply with the mandate.
4. COVID-19 Vaccination Status.
   1. HUD shall consider an employee to be fully vaccinated two weeks after receiving their second dose of the Moderna or Pfizer-BioNTech vaccine or their single dose of the Johnson & Johnson vaccine.
   2. Cnsistent with the Safer Federal Workforce Task Force guidance, HUD shall consider employees who are outside the United States to be fully vaccinated two weeks after receiving the second dose of the AstraZeneca/Oxford vaccine.
   3. HUD recognizes that even if an employee is fully vaccinated, an additional dose or a booster may be appropriate.
5. Promoting Vaccination. HUD shall take steps to encourage and promote employee vaccination before the deadlines, including the following actions:
   1. HUD shall offer vaccinations at HUD offices consistent with CBA Article 38, Section 38.04, “Immunization Programs.” COVID-19 vaccination will be performed only by trained, qualified individuals if/when done by the Agency.
   2. For COVID-19, HUD shall follow the guidance provided by the Safer Federal Workforce Task Force at https://www.saferfederalworkforce.gov/faq/leave, in lieu of the two hours specified in CBA Article 38, Section 38.04.
      1. HUD shall permit up to four hours in most circumstances to cover the actual amount of duty time needed.
      2. HUD shall permit employees taking longer than four hours to document the reasons for the additional time (e.g., they may need to travel long distances to get the vaccine).
      3. If an employee is unable to obtain the vaccine during basic tour of duty hours, HUD will apply the normal overtime hours of work rules to the time spent traveling and obtaining the vaccine.
   3. For each dose of the COVID-19 vaccine, HUD shall grant at two workdays of administrative leave if an employee has an adverse reaction to a COVID-19 vaccination dose that prevents the employee from working, as directed by the Safer Federal Workforce Task Force guidance. If an employee requires more than two workdays to recover, HUD will permit the employee to take other appropriate leave (e.g., sick leave) to cover any additional absence without advance notice. The Department shall not require medical documentation of any reaction to a COVID-19 vaccine.
   4. For the COVID-19 vaccine, HUD shall grant bargaining unit employees administrative leave for time spent accompanying family members to receive a vaccine consistent with the guidance provided by the Safer Federal Workforce Task Force at https://www.saferfederalworkforce.gov/faq/leave. HUD shall grant up to four hours of administrative leave per dose for each family member receiving the vaccine. HUD shall not limit the number of doses to less than three, or the number of family members. Consistent with the guidance provided by the Safer Federal Workforce Task Force at https://www.saferfederalworkforce.gov/faq/leave, family members shall include those individuals as defined in 5 CFR § 630.201, including:
      1. Spouse, and parents thereof;
      2. Children, and spouses or domestic partners thereof;
      3. Parents, and spouses or domestic partners thereof;
      4. Siblings, and spouses or domestic partners thereof;
      5. Grandparents and grandchildren, and spouses or domestic partners thereof;
      6. Domestic partner and parents thereof; and
      7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
   5. HUD shall consider all sites that are authorized to administer administer vaccinations, including but not limited to state and local health departments, hospitals and other health care centers, pharmacies, and medical providers’ offices, to be “preapproved” by the Agency. For COVID-19, in accordance with guidelines provided by the Safer Federal Workforce Task Force at https://www.saferfederalworkforce.gov/faq/leave, HUD shall reimburse bargaining unit employees for eligible local travel expenses (e.g., mileage, parking, tolls, or public transit fees) for round trip travel to the vaccination site. HUD shall advise employees of the process for obtaining reimbursement by email within one week of signing this agreement.
   6. Within one week of signing this agreement, HUD shall advise employees of the availability of vaccines on site, where applicable, and shall inform employees of the duty time, administrative leave and travel reimbursement benefits for getting vaccines. If employees are required to advise supervisors before using duty time or administrative leave to obtain vaccines for themselves or family members, HUD shall inform employees in writing of their obligation to advise supervisors of their need to use duty time/administrative leave in advance, except in the case of a reaction to a vaccine, in which case employees shall request the administrative leave and/or other leave upon return to duty, consistent with the requirements of CBA Article 15, Section 15.09 (5), “Documentation for Sick Leave.”
   7. HUD shall provide all of the benefits described above for employees who obtain a third dose of a COVID-19 vaccine or who accompany family members to get a third dose, in accordance with guidelines provided by the Safer Federal Workforce Task Force.
   8. HUD shall encourage vaccination through regular emails and other media that advertise the benefits of vaccination, the availability of onsite vaccinations where applicable, and the ability to use duty time and administrative leave and obtain reimbursement of expenses for COVID-19 vaccination and recovery.

# IV. Medical Information and Vaccine Documentation.

1. Protection of Employee Medical Records. HUD shall collect and maintain all documentation associated with vaccination and other medical information, such as notification of suspected or confirmed cases of COVID-19, in accordance with the Privacy Act and shall treat all such records as confidential medical information. Upon request by the Union, HUD shall provide copies of any relevant System of Records Notice(s) that apply to the collected documentation, without requiring the Union to provide a statement of particularized need.
   1. In accordance with the Safer Federal Workforce Task Force guidance, HUD’s collection and use of both proof of vaccination and COVID-19 test results are subject to the OPM/GOVT-10 Employee Medical File (EMF) system of records notice (SORN) and OPM regulations at 5 CFR part 293, subpart E. Consistent with those requirements:
      1. HUD is required to have written instructions for its EMF system with appropriate safeguards. HUD shall provide the Union with a copy of those instructions, including identification of the safeguards, upon request.
      2. HUD shall provide employees with the Privacy Act Statement issued by the Safer Federal Workforce Task Force, clearly labeled as such (i.e., not just a link that says “Privacy Act”), each time the Department informs employees of the requirement to provide proof of vaccination, in addition to providing a link to the notice at any uploading site.
   2. HUD shall comply with the requirements of CBA Article 45, Section 45.14, “Privacy,” regarding maintaining the confidentiality of all information in support of a reasonable accommodation request, approval, or denial.
   3. Managers, supervisors, and other Department officials shall ensure the safe keeping and confidentiality of all such information obtained. Management shall ensure that an employee’s private health information, including information about whether the individual has received a vaccine, such as a COVID-19 vaccine; been exposed to or contracted COVID-19 or any other illness; the employee’s medical history; or other protected demographic information is not used or disclosed except with the employee’s authorization or as otherwise expressly permitted or required by the Privacy Act and other related laws or regulations.
2. Access to Documentation. Consistent with the OPM/GOVT-10 EMF SORN and OPM regulations at 5 CFR part 293, subpart E. HUD shall clearly identify to employees who has access to documents related to vaccination, what information they can access (e.g., the existence of the document or its contents), and how they will use the information to perform their official duties. HUD shall ensure that employees also have access to their own vaccine-related records, and information on how to update or correct those records if necessary. HUD shall advise the Union and all employees of the specific individuals, by name, who will have access to the documentation and the reason for their access. These may include but are not limited to:
   1. Immediate supervisors for the purpose of managing access to an office and for other managerial duties or administrative duties, or for granting reasonable accommodations for based on medical reasons or disability.
   2. An official responsible for evaluating religious exemption requests.
   3. A deciding official for any proposed discipline or appeal of medical exemption requests.

Those identified individuals shall have access only for the stated purposes. No person other than those identified for a specific purpose shall be granted access to vaccine-related documentation. In accordance with 5 CFR § 293.504, “Composition of, and access to, the Employee Medical File System,” subsection (b), the Department shall disclose an employee's medical records to agency officials only when the specific information sought is needed for the performance of official duties.

1. Documentation Storage. HUD shall ensure that vaccine-related documentation is not entered into employees’ Official Personnel Folders. HUD shall ensure that the documentation is stored in systems accessible only by the persons identified as having authorized access to a specific individual’s documentation for a specified purpose.
2. Data. Upon request, HUD shall provide the Council 222 and/or a requesting Local with anonymized data about vaccination rates of program areas. offices, or geographic regions.
3. Vaccination Proof. The following applies to the COVID-19 vaccine mandate and to any future vaccine mandate that may be imposed on bargaining unit employees. Within one week of signing this agreement, and within one week of any future vaccine mandate that may be imposed, HUD shall provide information to employees by email regarding the government-wide requirements, including:
   1. Information about the types of documents that will be accepted as proof of vaccination. For COVID-19, HUD shall identify all of the documents identified by the Safer Federal Workforce Task Force, which include a copy of the immunization record from a health care provider or pharmacy, the COVID-19 Vaccination Record Card, medical records documenting the vaccination, immunization records from a public health or state immunization information system, or any other official documentation. HUD shall not required employees to provide original documents.
   2. HUD shall include instructions that documents submitted must include the type of vaccine administered, date(s) of administration, and the name of the health care professional(s) or clinic site(s) administering the vaccine(s).
   3. HUD shall advise employees that if the documentation provides more information than is required, the employee may redact the additional information.
   4. HUD shall include instructions for providing the documents digitally, e.g., a digital photo of a document or a PDF copy.
   5. HUD shall include instructions that employees must certify under penalty of perjury that the documentation they submit is true and correct.
   6. HUD shall not set a deadline for submission of the proof of vaccination that is earlier than one week after the deadline to be fully vaccinated. For COVID-19 vaccinations, the deadline to submit documentation shall be no earlier than November 29, 2021.
4. Vaccination Attestation. The Parties agree that, because the Vaccine Attestation form required for COVID-19 was voluntary and because it is no longer needed due to the new requirement to provide documentation showing proof of vaccination, HUD shall take no action against any employee who has not or does not submit the attestation.
   1. Within one week of signing this agreement, HUD shall advise employees that the attestation is not required.
   2. HUD shall destroy the attestation files and records or shall ensure that the contractor managing the software does so, no later than 30 days after signing this agreement. HUD shall advise the Union when the destruction has been completed.

# V. Reasonable Accommodations and Exemptions from Vaccination Mandate.

1. Policy and Guidance. HUD shall provide a reasonable accommodation to employees who inform management that they are not vaccinated against COVID-19 because of a disability or medical reason or because of a sincerely held religious belief, practice, or observance. HUD shall ensure that its policies and all guidance to employees on how to request a reasonable accommodation related to vaccination are consistent with this Supplement, the Parties’ Collective Bargaining Agreement, and the Safer Federal Workforce Task Force guidance, in that order of precedence.
2. Deadlines. HUD will process requests for reasonable accommodations related to vaccination as expeditiously as possible and will make every effort to have all requests granted or denied in advance of the November 22, 2021, deadline for employees to be fully vaccinated.
   1. Employees may submit requests for an exception at any time, consistent with the Safer Federal Workforce Task Force guidance at https://www.saferfederalworkforce.gov/faq/vaccinations.
   2. Management may grant requested accommodations provisionally until a final decision on the reasonable accommodation process is completed.
   3. HUD shall extend deadlines for vaccination until after decision has been made on a reasonable accommodation request, as described below under Consideration Denial.
3. Informed Declaration of Accuracy. HUD shall ensure that all employees are informed that their submission of a request for a reasonable accommodation constitutes a declaration that the information provided is true and correct and of the consequences of any intentional misrepresentation.
4. Accommodations Based on Disability/Medical Reasons. The Parties recognize that CBA Article 45, “Reasonable Accommodation,” governs the process of receiving, evaluating, and responding to requests for reasonable accommodations related to exceptions from the vaccine mandate. HUD must ensure its policies and actions comply with the provisions of CBA Article 45, guidance issued by the Safer Federal Workforce Task Force, the requirements of the Americans with Disabilities Act (ADA), Section 501 of the Rehabilitation Act, and Equal Employment Opportunity Commission (EEOC) guidance. Employees may request exemption from or delay of a mandated vaccine as a reasonable accommodation.
   1. In accordance with CBA Article 45, Section 45.04(1), “Request for Reasonable Accommodation,” the requesting employee’s first-line supervisor is authorized to approve the request for a reasonable accommodation that does not require expenditures of Departmental funds outside the control of the supervisor without waiting for any other official’s approval.
   2. Due to the urgency and severity of the COVID-19 pandemic, including the Delta variant, HUD will take steps to shorten the approval process, including eliminating interactive process if the employee agrees, so that employees receive a response within one week of submitting a request if practical, but no later than 30 days after the request.
   3. Consistent with CBA Article 45, HUD Handbook 7855.1, and federal guidance including the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act of 2008, and the Equal Employment Opportunity Commission guidance and regulations related to the ADA, HUD shall not require employees to request their accommodation using any particular form or in writing. However, in accordance with CBA Article 45, Section 45.04(3)(a) and (d), management may request an employee to provide written documentation of the employee’s medical condition from a health care provider or other credible source.
      1. Employees may provide the information using the Safer Federal Workforce Task Force request form at https://www.saferfederalworkforce.gov/downloads/DISABILITY%20REQUEST%20FORM%20-%2020211004\_510pm%20-%20MH508.pdf or they may provide the same information without a form (e.g., on a medical provider’s letterhead).
      2. If an employee provides all information required by the Safer Federal Workforce Task Force request form, management shall not require any additional information.
      3. Management shall not require an employee who provides medical documentation from a health care provider to obtain any additional medical examination or opinion. A statement signed by the employee’s medical provider shall be sufficient documentation if it identifies the disability and how or why a vaccine is contraindicated or should be delayed.
   4. Any employee who recently had Covid-19 and was told by a doctor to delay vaccination will utilize the reasonable accommodation process. An appropriate accommodation in this circumstance is a reasonable extension of time on the deadline to be fully vaccinated that comports with the doctor’s recommendation
   5. Management shall follow the guidelines issued by the Centers for Disease Control with regard to underlying medical conditions identified by the CDC at https://www.cdc.gov/vaccines/covid-19/clinical-considerations/covid-19-vaccines-us.html?CDC\_AA\_refVal=https%3A%2F%2Fwww.cdc.gov%2F  
      vaccines%2Fcovid-19%2Finfo-by-product%2Fclinical-considerations.html#Contraindications, and shall not subject to further questioning any employee whose medical professional asserts these conditions, such as myocarditis or pericarditis, immunocompromised people and immunosuppressive therapies, Guillain-Barré syndrome, or severe allergy to the vaccine or a component of the vaccine.
   6. Management shall approve requests that are consistent with CDC guidance regarding contraindications to vaccination or circumstances for which the CDC recommends delaying vaccination.
   7. If the employee already has a documented disability, HUD shall not ask for more documentation to establish the existence of that disability.
5. Accommodations Based on Religious Reasons. HUD shall establish a procedure for processing requests for exemption from vaccination requirements based on an employee’s sincerely held religious belief, practice, or observance that is consistent with Title VII of the Civil Rights Act of 1964 and guidance issued by the Safer Federal Workforce Task Force and the EEOC.
   1. In accordance with EEOC guidance at “Title VII and COVID-19 Vaccinations,” https://www.eeoc.gov/wysk/what-you-should-know-about-covid-19-and-ada-rehabilitation-act-and-other-eeo-laws, at K.12, HUD’s policies and procedures for processing requests for exemption from vaccination requirements based on an employee’s sincerely held religious belief shall follow the same standards that apply to other accommodation requests. Thus, as with disability-related requests, the requesting employee’s first-line supervisor is authorized to approve the request for a reasonable accommodation without waiting for any other official’s approval.
   2. Due to the urgency and severity of the COVID-19 pandemic, including the Delta variant, HUD will establish an approval process so that employees receive a response within one week of submitting a request if practical, but no later than 30 days after the request.
   3. HUD may require employees to provide information using the Safer Federal Workforce Task Force request form at https://www.saferfederalworkforce.gov/downloads/RELIGIOUS%20REQUEST%20FORM%20-%2020211004%20-%20MH508.pdf. HUD shall not demand more information unless management can show that additional information is essential to either decision-making related to the accommodation request or based on operational needs.
   4. The Parties recognize that EEOC guidance defines religion broadly and protects beliefs, practices, and observances which may not be part of an organized religion or with which a manager may be unfamiliar. Nevertheless, the Parties realize that personal philosophies or beliefs about vaccines are not a religion, and ways of living, such as veganism, pacifism, or minimalism, similarly do not provide a religious exemption basis.
   5. HUD shall ensure that all requests for exemption from a vaccine mandate based on sincerely held religious beliefs shall be handled fairly and equitably, and no employee shall be subjected to more questioning or investigation than another based on the employee’s professed beliefs.
6. Consideration and Denial. HUD will consider only lawful factors in determining whether a requested accommodation is legally required. Such factors include the basis for the claim; the nature of the employee’s job responsibilities; and the reasonably foreseeable effects on HUD’s operations, including protecting other employees and the public from COVID-19. Under current EEO law regarding religious exemptions, factors agencies may consider are anything that might undermine the assertion: past behavior that is inconsistent with the professed belief; whether the accommodation sought is likely to be sought for secular reasons; timing if employee made an earlier request for the same benefit for secular reasons. The Agency will also consider any factors established by the Safer Federal Workforce Task Force.
   1. Management shall notify employees in writing of approved reasonable accommodation requests as soon as possible. Consistent with CBA Article 45, Section 45.04, “Denial,” and EEOC guidance that processing requests based on sincerely held religious beliefs shall follow the same standards that apply to other accommodation requests, if the Department denies any reasonable accommodation request related to vaccination, management shall provide the employee with the disapproval in writing in plain language providing the detailed reasons for denial of the accommodation and what alternative accommodations were considered.
   2. In accordance with CBA Article 45.04(2) and (5), an employee may request reconsideration by the decision maker, the Principal Organization Head, and/or a Reasonable Accommodation Committee.
      1. Although the CBA does not impose a deadline for requesting reconsideration, due to the deadlines established by the Safer Federal Workforce at https://www.saferfederalworkforce.gov/faq/vaccinations/, employees must request reconsideration within two weeks of receiving a denial.
      2. A denial shall not be considered a final determination until the employee has exhausted all requests for reconsideration.
   3. Management shall not deny or delay approval of an employee’s request for a vaccination-related reasonable accommodation due to medical/disability reasons that meet criteria established by the CDC unless HUD can show that approval would cause an undue hardship, defined by the Americans with Disabilities Act as an action requiring significant difficulty or expense, to the Department.
   4. For disability-related accommodations, management must include an explanation of why and to what extent approval would cause an undue hardship as defined under the ADA. Management shall not challenge a legitimate medical professional’s opinion that vaccination may be dangerous to an employee’s health or well-being.
   5. Management shall not deny or delay approval of an employee’s religious belief–based request for a reasonable accommodation related to vaccination unless HUD can show that approval would cause an undue hardship, as defined for Title VII (by *Trans World Airlines, Inc. v. Hardison*, 432 U.S. 63 (1977)) as actions that have greater than a *de minimis* cost or burden or that would have negative effects on other employees.
   6. For religious belief–related accommodations, management must explain the grounds for rejecting the employee’s assertion of a sincerely held belief, if applicable, including addressing the factors identified by the EEOC in question 8 of “Questions and Answers: Religious Discrimination in the Workplace” that may cast doubt on the employee’s sincerity, and an explanation of why and to what extent approval would cause an undue hardship as defined under Title VII.
7. Extensions. Consistent with the Safer Federal Workforce Task Force’s guidance at https://www.saferfederalworkforce.gov/faq/vaccinations/, HUD shall grant extensions for employees whose requests for a reasonable accommodation has been denied as follows:
   1. Employees shall have two weeks following receipt of a final determination to receive their first (or, if a one-dose series, only) dose of the vaccine.
   2. Employees who receive a two-dose series shall have six weeks after receiving the first dose to get the second dose of the vaccine.
   3. Employees who received a first dose of a two-dose series before seeking an accommodation shall get the second dose either by two weeks after the final determination or a week after the earliest date when they can receive their second dose, whichever is later.
   4. If an employee files a request for reconsideration, the time of the extension shall not begin to run until the reconsideration is decided.
8. No Revocation. Consistent with CBA Article 45, Section 45.05, “Previously Approved Accommodation,” and EEOC guidance that processing requests based on an employee’s sincerely held religious belief shall follow the same standards that apply to other accommodation requests, once a reasonable accommodation based on either a disability or a sincerely held religious belief has been approved it will not be subject to further documentation or revocation. Thus, HUD shall not revoke or amend any approval (other than a provisional approval pending a final decision) issued during maximum telework following any future return to office.
9. Information to Union. Upon request by the Union at either the Council or Local level, HUD shall provide information on the number of reasonable accommodation requests related to vaccination that it has received, the number approved and disapproved, and the reasons for disapproval, if applicable. HUD shall provide the information broken out by office and geographic location, and by basis of request (disability or religion).

# VI. Discipline.

1. Resolution of Court Actions. HUD shall not discipline or terminate any employee for failure to comply with the vaccine mandate and associated submission of documentation while any temporary restraining orders, injunctions, or other court actions are in effect.
2. Leave. No employee will be subject to any adverse personnel action, leave restriction, or other punitive measure, for exceeding allotted leave due to verifiable exposure to COVID-19. Management shall not charge leave to or otherwise penalize teleworking employees who need to care for or supervise of family members due to COVID-19 exposure, contraction, quarantine, or school closure; those employees shall be allowed flexibility in terms of work hours and start/end times. The parties agree that this will allow employees to carry out their duties despite uncontrollable circumstances, keep the public and workplace safe from expanded risk of exposure (e.g., by sending a sick child to school or childcare). The parties agree that normal policies, rules and regulations and contract language regarding prohibitions of child and eldercare during telework return to full effect when the COVID-19 pandemic ends.
3. Notice to Employees. At the time that HUD issues directives to employees regarding vaccination and documentation requirements, HUD shall advise employees of the consequences of failing to comply with the requirements.
4. Encouraging Vaccine Compliance. HUD will only take disciplinary action to encourage compliance with the vaccine mandate and will not use discipline as a punitive measure. The Agency does not intend to remove employees from federal service for failure to comply with the vaccine mandate. The Agency will use lengthy or indefinite suspensions in lieu of removal actions.
5. Disciplinary Meetings. Thirty days prior to initiating any disciplinary action against an employee (i.e., prior to issuing a written notice of proposed action, as described in CBA Article 12, Sections 12.05(1) and 12.06(1)) , the employee’s supervisor or other appropriate management official will request to meet with the employee and their union representative to discuss the benefits of vaccination and ways to obtain the vaccine, inform the employee of the process to request exemption, and put the employee on notice of the possible discipline that could result for non-compliance.
6. Progressive Discipline. 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, absent an approved reasonable accommodation, or to provide proof of the employee’s vaccination status. Supervisors will consider the following steps in imposing progressive discipline, ensuring compliance with applicable CBA provisions at each step:
   1. First, after November 22, 2021, management may issue a warning of non-compliance to an unvaccinated employee who has not submitted a request for reasonable accommodation.
   2. If an employee fails to comply within thirty days, management may issue a Letter of Reprimand and a second opportunity of 30 days to comply.
   3. Failure to comply with the second opportunity may result in a suspension and a third opportunity of 30 days to comply.
   4. Failure to comply with the third opportunity may result in an indefinite suspension.
7. Douglas Factors. HUD will consider and apply the Douglas Factors to all disciplinary actions. The Parties recognize that failure to comply with a vaccine mandate is a unique form of misconduct and not similar to other charges of misconduct in terms of determining an appropriate penalty. Past disciplinary actions will not be considered as an aggravating factor in penalty determinations.
8. Compliance Following Disciplinary Actions. If an employee complies with the vaccine mandate at any time during imposition of disciplinary actions, HUD may cancel or reverse the discipline against the employee and make the employee whole.
   1. HUD will stop pursuing discipline and not effectuate a disciplinary action in process at the point in time the employee demonstrates compliance with the mandate. The Agency will include this as standard language in discipline proposal letters to employees.
   2. Management shall terminate any suspension and return an employee to duty status once the employee is fully vaccinated.
9. Pending Reasonable Accommodation. Management shall not take any adverse action or initiate any disciplinary proceedings against bargaining unit employees while a request for a reasonable accommodation is pending, including all appeals for reconsideration.
10. Late Submissions. Management shall not take any adverse action or initiate any disciplinary proceedings against bargaining unit employees who have not refused vaccination or to submit documentation but are simply late in doing so, provided that the employee is teleworking and is not required to work in person with other employees or the public. For example, management shall not take any action against an employee who has received all required doses of a vaccine but is not considered “fully vaccinated” by November 22, 2021.
11. Severance Pay. Bargaining-unit employees who are denied their disability or religious observance reasonable accommodation request(s) to be exempt from vaccination requirements and are not yet eligible to retire shall receive severance pay due to any involuntary separation caused by the Coronavirus pandemic and vaccination mandate as an appropriate arrangement pursuant to 5 U.S.C. § 7106(b)(3).
12. Information on Disciplinary Actions. HUD will monitor and track disciplinary actions across the agency to ensure consistency. HUD will provide copies of all written disciplinary actions to the Union on a weekly basis [written warnings, written counseling letters, letters of reprimand, proposal letters and final decisions, alternate discipline agreements]. HUD will redact individual names and all PII on the discipline-related documentation it provides to the Union but will include office and geographic location.

# VII. Return to Office.

1. Health and Safety Concerns. Given that HUD has functioned effectively for roughly 20 months under mandatory telework conditions for employees, the Parties agree that their primary concern is to protect the health and safety of personnel. Where employees do their work is a secondary consideration. The CDC’s determinations of the state of the pandemic, including any eventual end to it, shall guide decision making.
2. Delay Due to Court Actions. HUD shall delay all decisions about reopening offices while the status of the vaccine mandate is in question due to the temporary injunction issued by Judge Colleen Kollar-Kotelly for the District of Columbia District Court in a case entitled *Church v. Biden*, 1:21-cv-2815, and any other court actions that may affect the mandate.
3. Reasonable Accommodations. HUD shall not require any employee to work in HUD offices if the employee has a medical condition that makes exposure to COVID-19 a risk of serious illness.
   1. HUD shall provide an expedited Reasonable Accommodation process to provide accommodations needed by employees during the pandemic.
   2. Employees with acute respiratory illness, who are immunocompromised, or otherwise at risk for complications from COVID-19 shall be allowed to telework until the COVID-19 outbreak is declared over by the CDC.
   3. In acknowledgment of public health policy and the fluid nature of medical care during the COVID-19 pandemic, where it may be a public harm to see a medical professional for non-life-threatening conditions, the parties agree that documentation may not be available, and normal medical documentation requirements are waived.
   4. Management shall allow employees who may be immunocompromised or have other factors which may increase the lethality of COVID-19 liberal use of sick leave without consequence or reference to any leave abuse provision within the CBA.
4. Building Safety and Preparedness. HUD management will confirm to the Union that Headquarters and field offices have completed all required building safety and preparedness procedures. HUD will provide the Union and employees with the criteria used to contract for local office cleaning and preparation. HUD will enforce the guidelines on cleaning requirements and hold GSA responsible to such where applicable.
5. Positions with Increased Risk. No more than 30 days after the signing of this supplement, the Department will provide the Union with an accurate listing identifying nationwide bargaining unit employee positions (by location and office) that require direct interaction with the public or for other reasons require an employee’s physical presence in the office or official travel to perform essential functions.
   1. HUD shall ensure that if an employee occupying an identified position develops COVID-19, the employee shall receive full coverage of medical treatment at no cost to the employee and Weather and Safety or other administrative leave to prevent any financial loss due to COVID-19, including related complications.
   2. Any bargaining unit employee who is diagnosed with COVID-19 shall be entitled to coverage under the Federal Employees’ Compensation Act (FECA) if they carried out duties that required contact with the public, or co-workers, or otherwise included a risk of exposure to COVID-19 during a covered period of exposure prior to the diagnosis. Management agrees that these employees shall be deemed to have an injury that is proximately caused by their employment.
6. Hazardous Duty Pay. Employees who are exposed to COVID-19 pursuant to assigned duties under the will be entitled to hazardous duty pay differentials /environmental differentials for the following:
   1. If the employee is exposed to COVID-19 by being assigned work or to interact with the public in an area wherein local, state, municipal, federal, tribal, or World Health Organization (WHO) officials have declared a state of emergency/pandemic.
   2. If the employee is exposed to COVID-19 by being assigned work or to interact with the public in a geographic area that has a high or substantial rate of transmission as indicated by CDC’s COVID-19 Data Tracker County View (https://covid.cdc.gov/covid-data-tracker/#county-view.
   3. If the employee is exposed to COVID-19 by being assigned work or to interact with unvaccinated employees or contractors in a geographic area that has a high or substantial rate of transmission as indicated by CDC’s COVID-19 Data Tracker County View (https://covid.cdc.gov/covid-data-tracker/#county-view.
   4. If the employee is exposed to COVID-19 by being assigned to interact with a population known to have been exposed to COVID-19, including but not limited to anyone who has contracted COVID-19 or is under quarantine for COVID-19.
7. Basis for Determining Office Reopening. The parties recognize that vaccination—while important—does not eliminate the danger posed by COVID-19 to workers due to the spread of the highly transmissible Delta Variant, the waning of the efficacy of vaccines over time, and the emergence of new mutations of the virus. For these reasons, HUD shall determine the timing of having employees return to offices based on local community transmission rates by county as reported by the CDC at https://covid.cdc.gov/covid-data-tracker/#county-view.
8. Commuting Distance. For this Supplemental Agreement, commuting distance shall mean at least 100 miles from a HUD office. If any employee routinely commuted a greater distance to the HUD office before the COVID-19 pandemic, the distance that employee traveled shall be considered the commuting distance for that employee.
   1. High/Substantial Transmission Rates. HUD shall permit employees to maintain maximum telework status and return to offices on a purely voluntary basis as long as the COVID-19 community transmission rate for any HUD office and all counties within commuting distance of the office remains at “High” or “Substantial.”
   2. Moderate or Lower Transmission Rates. For any HUD office, management shall not require employees to return to the office until all counties within commuting distance of the office have a COVID-19 community transmission rate of “Moderate” or lower for four consecutive weeks, after which HUD will provide 30 days’ notice to employees of the required return to office.
   3. Change in Transmission Rate. If, at any time, the CDC reports the transmission rate for any county within an office’s commuting distance has increased above “Moderate,” HUD shall revert to maximum telework and employees may report to offices on a voluntary basis only. HUD shall not require employees to return to the office until after another cycle of four consecutive weeks at transmission rates of “Moderate” or below followed by 30 days’ notice.
9. Official Travel Destinations. HUD shall not require employees to travel for official business to any destination that has had a COVID-19 community transmission rate higher than “Moderate” at any time in the previous four weeks or is currently subject to a Department of State travel advisory because of an emergency alert for COVID-19.
10. Assignments and Reassignments. The Agency will not take any adverse personnel action against an employee who declines an assignment or reassignment to any location that has had a COVID-19 community transmission rate higher than “Moderate” at any time in the previous four weeks or is currently subject to a Department of State travel advisory because of an emergency alert for COVID-19
11. Exceptions. If any individual positions must be excepted from the policies described in this Supplement due to interaction with the public or other considerations that require an employee’s presence in the office or official travel to perform essential functions, management shall identify those positions to the Union and engage in bargaining over those exceptions. Determinations about local or national notice and bargaining shall follow the requirements in CBA Article 49, Section 49.03.

# VIII. Protection of Employees.

1. Protection of Personnel. Management will take whatever action is necessary to protect employees who may be exposed to anyone who is exempt from or not subject to the vaccine mandate, or who may transmit COVID-19 regardless of vaccination status. This may include steps described elsewhere in this agreement such as permitting exempted employee and/or other employees to telework; providing regular testing at HUD’s expense to all affected employees; requiring unvaccinated employees to wear masks, remain socially distant, and take other steps to avoid transmission of the virus; and improving air flow in the office.
2. Reassessments. HUD shall regularly reassess at appropriate intervals the Department’s approach to protecting the health and safety of employees. Management shall consult with the Union on its reassessments and in its decision-making to make improvements to its policies and procedures.
3. Discrimination Based on Vaccination Status. While HUD may, and should, take all appropriate precautions to protect employees from contracting COVID-19, HUD shall not discriminate against employees based on vaccination status in the following situations:
   1. HUD shall not prohibit unvaccinated employees from entering HUD offices if members of the public or contractors who may not be vaccinated are permitted entry to those offices.
   2. HUD shall not discriminate against vaccinated employees by providing fewer benefits (e.g., the option to telework full time) than are provided to unvaccinated employees in similar positions absent a showing of undue hardship.
4. Masks. HUD shall ensure that any person in a HUD office who is not fully vaccinated or does not provide proof of vaccination, shall wear either an N-95 or KN-95 at all times while in the HUD office, including private offices, anterooms, lobbies, and bathrooms used by HUD personnel.
5. Masks for Vaccinated HUD Employees. HUD will provide disposable N-95 or KN-95 masks to bargaining-unit employees when employees are required to wear masks in a HUD office or on official travel.
   1. In areas of high or substantial rates of transmission as indicated by CDC’s COVID-19 Data Tracker County View (https://covid.cdc.gov/covid-data-tracker/#county-view), HUD shall require all employees, including fully vaccinated people, to wear a mask that covers their nose and mouth in public indoor settings, in accordance with current CDC mask guidance at https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html.
   2. In areas of low or moderate transmission rates, HUD shall not require fully vaccinated people to wear a mask.
   3. When an area transitions from high or substantial to low or moderate rates of transmission according to the CDC’s COVID-19 Data Tracker County View, HUD shall not eliminate the masking requirement for fully vaccinated individuals until the CDC has indicated that the area has a low or moderate transmission rate for two consecutive weeks.
   4. When an area’s transmission rates increase from low or moderate to high or substantial, as determined by the CDC’s COVID-19 Data Tracker County View, HUD will promptly enforce mask-wearing requirements and any other increased protective safety protocols consistent with CDC guidelines and guidance from the Safer Federal Workforce Task Force as soon as operationally feasible.
   5. Fully vaccinated individuals should feel comfortable to continue wearing masks, regardless of the level of transmission.
6. Masks for Unvaccinated HUD Employees. HUD shall require unvaccinated HUD employees who have been approved a reasonable accommodation exception to wear an N-95 or a KN-95 provided by HUD at all times whenever they are in the HUD offices, except to eat or drink in a lunchroom.
7. Masks to Accommodate Disabilities. HUD shall provide employees with FDA-approved transparent medical masks (e.g., the ClearMask™) if the employee requires the mask as a required reasonable accommodation, or if the employee requires the mask to interact effectively with others, including other HUD personnel, contractors, or the public.
8. Other Personal Protective Equipment (PPE). HUD shall provide all employees responsible for official travel or direct contact with the public with a sufficient stock of PPE including disposable nitrile gloves, eye protection (e.g., goggles, a disposable face shield that covers the front and sides of the face), and N95/KN95 masks. The quantity provided shall be sufficient for employees to change masks and gloves after each interaction with the public, or hourly, whichever is more frequent.
9. Physical Distancing. HUD shall require that unvaccinated HUD employees, contractors, and visitors remain at a distance of at least 6 feet from anyone else, whether in meetings with HUD personnel or in HUD space, at all times. This includes ensuring that unvaccinated employees ’ cubicles/workstations are at least 6 feet from any other cubicle or workstation, that unvaccinated HUD employees maintain at least 6 feet of distance between them and any other person in group settings, including lunchrooms and conference rooms, and that unvaccinated contractor personnel do not perform tasks that place them within 6 feet of another person. HUD shall not require fully vaccinated individuals to maintain physical distance from others.
10. Sanitizing and Cleaning. Management will provide, at HUD’s expense, adequate sanitizing supplies no-touch waste disposal receptacles throughout offices, in hallways, and at common gathering spaces such as by elevators, restrooms, and in lunch rooms, break rooms, and meeting rooms.
    1. HUD shall also provide no-touch soap and paper towel dispensers in all restrooms.
    2. Management will require cleaning personnel, whether GSA or private building contractors, to clean and disinfect all frequently touched surfaces in the workplace no fewer than twice per day. HUD will be responsible for ensuring the cleaning personnel clean and disinfect all HUD-owned property such as desks, telephones, computers, keyboards, docking stations, computer power supplies, and computer mouse, lights.
    3. If an employee specifically requests that cleaning personnel do not clean their work area which the employee is in the office, the cleaning staff shall clean and disinfect the area at least once after business hours.
    4. HUD will provide disposable antiseptic wipes to employees throughout offices, in hallways and in common gathering places so that employees can wipe down commonly used surfaces such as doorknobs, keyboards/mice, remote controls, telephones, light switches, and desks before touching them.
    5. HUD shall provide disinfecting wipes at each desk for employee use during the day.
11. Meetings. To protect the health and safety of all personnel and to limit transmission of disease, the Parties shall encourage the use of virtual meetings using media such as Microsoft Teams, telephone, or conference calls in lieu of in-person meetings for all bargaining-unit employees as long as pandemic conditions exist.
    1. Bargaining unit employees shall not be required to meet in-person with unvaccinated HUD employees, contractors, and visitors, or those individuals who decline to provide vaccination status. Unvaccinated HUD employees, contractors, and visitors must be socially distanced (at least 6 feet) from each other, vaccinated HUD employees, and/or HUD clients/members of the public during meetings in conference rooms or other HUD office space.
    2. Bargaining unit employees shall not be required to attend meetings, conferences, or travel in situations where they cannot avoid being in an enclosed space with unvaccinated people.
12. Travel. Management will authorize BUEs full time telework for 2 weeks upon returning from travel from any area outside 50 miles radius the employee’s duty station.
13. Symptom Monitoring: HUD shall require that, prior to entering the workplace, employees and onsite contractors regularly self-monitor for symptoms of COVID-19. HUD shall also monitor symptoms of all people who enter HUD facilities.
    1. HUD shall instruct employees, contractors, and visitors who are experiencing symptoms that they must not access the building.
    2. HUD shall not subject employees to any disciplinary action for any COVID-19 condition not noticed and potentially transmitted in the workplace.
    3. Based on guidance from the CDC, HUD shall deny entry to any HUD office for any employee, contractor, or visitor registering a temperature of 100.4°F or above.
    4. Prior to entering a HUD facility or space, HUD shall require all employees, onsite contractors, and visitors to complete a self-screening assessment. This includes checking for symptoms of COVID-19, being aware of possible exposure to the virus, and adhering to any quarantine requirements if exposed. Employees, onsite contractors, and visitors may use the following tools to assist with self-screening: CDC’s Coronavirus Self Checker (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/coronavirus-self-checker.html>) and HUD’s COVID-19 Screening Tool (https://www.hud.gov/screening).
    5. All employees, contractors, and visitors must follow CDC recommended steps (https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html) after taking the self-assessment.
    6. HUD shall inform employees who exhibit symptoms, including a fever of 100.4°F or above, to notify their supervisor and follow CDC recommended steps on what to do when experiencing symptoms of COVID-19. Management shall require that employees who are working in the office and exhibit symptoms or test positive for COVID-19 be sent home immediately for telework or paid leave appropriate to their health status.
    7. HUD shall require that any individual, regardless of vaccination status, who develops any symptoms consistent with COVID-19 during the workday must immediately isolate, wear a mask (if the individual is not already doing so and one is available), notify their supervisor or Department point of contact, promptly leave the workplace, and follow CDC recommended steps.
    8. HUD shall inform all employees to email the COVID-19 Team at [COVID19Reporting@hud.gov](mailto:COVID19Reporting@hud.gov) if additional support is needed.
14. Notification of COVID-19 Case. HUD shall advise all HUD employees and contractor personnel that they should report any confirmed or suspected case of COVID-19 to [COVID-19Reporting@HUD.gov](mailto:COVID-19Reporting@HUD.gov) and immediate supervisor via encrypted mail. HUD shall send monthly reminders to all personnel providing the contact information and instructions for encrypting mail by email.
    1. For suspected cases, HUD shall request follow-up notice of any test results.
    2. HUD shall provide reporting employees with the information below about early treatment and isolation/quarantine in response to the employees’ notification.
    3. HUD shall ensure the confidentiality of all medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing and symptom monitoring. HUD will maintain such information separately from employees’ Official Personnel Folders, and in accordance with applicable laws and policies on confidentiality and privacy.
    4. HUD will ensure that the collected information is accessible only to those with a demonstrated need for the information, and that only the necessary information is provided. This generally includes the COVID-19 Response Team and immediate supervisor.
    5. HUD shall provide the Union with anonymized data about reported COVID-19 cases upon request. Such data will include the number of cases by geographic location and/or organization.
15. Early Treatment for COVID-19. Both HUD management and the Union shall encourage employees who test positive for COVID-19—whether vaccinated or not—to seek monoclonal antibodies treatment within 10 days of testing positive to increase their chances of surviving and recovering quickly from the disease. HUD shall regularly (e.g., monthly) provide information about the treatment, and any other recommended by the CDC, by email to all employees and on HUD’s COVID-19 web page. HUD shall include the U.S. Department and Health and Human Services’ link to locate the closest monoclonal antibodies treatment facilities in all communications: https://protect-public.hhs.gov/pages/therapeutics-distribution.
16. Contact Tracing/Active Case Response. If any employee, onsite contractor, or visitor exhibits symptoms or tests positive for COVID-19 at the workplace, HUD shall commence contact tracing and active case response immediately upon notification. In general, contact tracing involves identifying people who have an infectious disease (cases) and their contacts (people who may have been exposed) and working with them to interrupt disease transmission.
    1. The response shall include shutting down the affected area immediately, notifying all employees who work in the area, or attended meetings in the area, of an active case, and engaging the contact tracing process.
    2. HUD shall follow CDC guidance at <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html#anchor_1617551661760> regarding closing down, cleaning, and disinfecting the affected area.
    3. HUD shall not permit employees to access the space until cleaning and sanitizing has been completed. Management shall direct employees to telework, or if they are unable to telework, management shall permit them to use Weather and Safety leave or other administrative leave. HUD shall notify employees when cleaning and disinfecting has been completed.
    4. HUD shall ensure that only EPA-registered disinfectants are used.
    5. HUD shall be responsible for tracing the contacts of any person who tested positive for COVID-19 or are presumed to have COVID-19 based on their symptoms when any HUD bargaining-unit employee was exposed to that person through work. HUD’s response is meant to minimize and prevent exposure in the workplace.
    6. In accordance with CDC guidelines at <https://www.cdc.gov/coronavirus/2019-ncov/faq.html#:~:text=Contact%20tracing%20has%20been%20used,someone%20with%20COVID%2D19>, management shall identify and notify all people who had or may have had contact within 6 of an infected person for a total of 15 minutes or more over a 24-hour period (for example, three individual 5-minute exposures for a total of 15 minutes). This shall include all people who were in contact with the infected person (whether they wore a mask or not) starting from 2 days before they have any symptoms (or, if they are asymptomatic or 2 days before their specimen that tested positive was collected), until the infected person leaves to isolate at home.
    7. HUD shall direct employees and onsite contractor personnel with symptoms or positive test results to telework or take leave for at least 10 calendar days after symptoms appeared or a test result was positive. The individuals also must be free of fever for 24 hours without the use of fever-reducing medications before returning to the workplace and must follow CDC guidelines and seek medical advice and/or attention.
    8. Management shall inform the contacts of infected individuals that:
    9. If they are fully vaccinated, they should get tested 5–7 days after their exposure, even if they don’t have symptoms. They should also wear a mask indoors in public for 14 days following exposure or until their test result is negative.
    10. If they are not fully vaccinated, they must quarantine (i.e., telework or take leave) for 14 calendar days after their last contact with a person who has COVID-19, and watch for fever (100.4◦F), cough, shortness of breath, or other symptoms of COVID-19. They are encouraged to get tested 5–7 days after exposure.
    11. If they tested positive for COVID-19 with a viral test within the previous 90 days and subsequently recovered and are without COVID-19 symptoms, they should wear a mask indoors in public for 14 days after exposure.
    12. Management shall require all employees identified as contacts to quarantine for a minimum of 14 days, with telework or paid leave appropriate to the person’s health status (i.e., depending on their ability to work) and to get tested 5–7 days after their exposure, even if they don’t have symptoms. Employees who have a positive test result must continue to quarantine until 10 days after the test, provided they have also been free of any fever for 24 hours without using any fever-reducing medication. Employees shall not return to work until these criteria have been met.
17. No Retaliation. No employee will face retaliation for reporting deficiencies in an agency’s response or raising any matter related to worker health or safety.
18. Occupancy. HUD shall adjust occupancy limits at all HUD offices to ensure social distancing (i.e., at least 6 feet) of the cubicles/workstations of unvaccinated HUD employees with approved reasonable accommodation exceptions and unvaccinated contractors who regularly work in any HUD office from each other and vaccinated HUD employees.
19. Ventilation and Air Filtration. HUD shall ensure that all HUD offices follow the latest published standards and guidelines and good engineering practices ANSI/ASHRAE Standards 62.1 and 62 and the ASHRAE Position Document on Infectious Aerosols dated April 12, 2021.
    1. Ventilation-related strategies shall include but not be limited to diluting airflow patterns, pressurization, directional airflow, temperature and humidity distribution and control, filtration, and other strategies such as ultraviolet germicidal irradiation (UVGI). Strategies shall be adjusted based on the region of the country, including but not limited to air supply into room areas, exhaust from space, and required amounts of ventilation air.
    2. If any office’s infectious aerosol levels rise to unsafe levels, HUD will close the office and send employees home to telework to protect their health and safety. If any employee is unable to perform any part of their duties by telework, HUD shall grant the employee Weather and Safety Leave until the office is reopened.

# IX. Testing.

1. Expenses. HUD shall reimburse employees for reasonable costs associated with testing for COVID-19, including local transportation costs and any out-of-pocket medical expenses for the tests, if HUD does not provide testing on site, in the following circumstances:
   1. When HUD permits regular testing as a reasonable accommodation in lieu of vaccination.
   2. If an employee is exposed to COVID-19 through work.
   3. If an employee works in a HUD office with any unvaccinated employee.
   4. If an employee is exposed through their work to members of the public who may not be vaccinated or who are not required to prove their vaccination status.
   5. When testing is required for official travel.
   6. Any other time HUD requires an employee to be tested, such as through contact tracing procedures.
2. Authorized Tests. HUD shall permit employees to choose any COVID-19 viral test that has been authorized by the Food and Drug Administration, such as a PCR or antigen test.
3. Use of Duty Time. To reduce the spread of COVID -19 occurrences, including breakthrough cases as well as variants, HUD will permit employees to be tested for COVID-19 whenever the employee has symptoms of or has been exposed to COVID-19. Management shall provide employees sufficient duty time to go to the testing site, be tested, and return to work, whether at home or at a HUD office.
4. Travel-Related Testing. Consistent with the Safer Federal Workforce Task Force guidance at https://www.saferfederalworkforce.gov/faq/travel/, HUD shall not require employees who are fully vaccinated to get tested before or after domestic travel or self-quarantine after domestic travel, unless required by their destination. HUD may require employees who are fully vaccinated and returning from international travel to have either a negative SARS-CoV-2 viral test result no more than three days before an international flight to the United States departs or documentation of recovery from COVID-19 within the 90 days before they board a flight to the United States, and to get tested with a viral test three to five days after returning to the United States.
5. Unvaccinated Employee Testing. All HUD personnel who are not fully vaccinated or who decline to provide information about or evidence of their vaccination status must provide proof of a negative COVID-19 test from no later than the previous three days prior to entry to any building in which HUD employees work. This proof must be provided each day that that the employee enters the building.
6. Exception. HUD shall not require employees who are on full-time telework to be tested for COVID-19 if they are not reporting to the office within three days.
7. Contractor Testing. Onsite contractor personnel who are not fully vaccinated or who decline to provide information about or evidence of their vaccination status must provide proof of a negative COVID-19 test from no later than the previous three days prior to entry to any building in which HUD employees work.
8. Visitor Testing. Visitors who are not fully vaccinated, or who decline to provide their vaccination status, must provide proof of a negative COVID-19 test from no later than the previous three days prior to entry to any building in which HUD employees work, or in-person participation in a meeting, event, or conference attended or hosted by HUD personnel.

# X. Isolation/Quarantine.

1. Suspected and Confirmed Cases. HUD shall require that any employee or onsite contractor employee with a suspected or confirmed case of COVID-19 to isolate, pursuant to CDC guidelines (https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html), and in compliance with State, local, and Tribal laws and regulations.
2. Telework Following Exposure. HUD shall instruct any employee who has been exposed to COVID-19 or who works in an office that was shut down due to report of a COVID-19 case (whether suspected or confirmed) to telework full time for 2 weeks.
3. Leave Due to Work-Related Exposure. In accordance with the Safer Federal Workforce Task Force guidance at <https://www.saferfederalworkforce.gov/faq/leave/>, HUD shall provide weather and safety leave, or other administrative leave, to employees who need to quarantine because of official travel, workplace exposure, or any other exposure due to work, if they are unable to telework.
4. Leave Due to Exposure Unrelated to Work. If an employee is subject to isolation due to exposure to or infection with COVID-19 and is unable to telework, the employee shall be granted sick leave, accrued annual leave, and/or other forms of paid or unpaid leave in this situation as appropriate arrangement pursuant to 5 U.S.C. § 7106(b)(3) to protect other employees from being possibly exposed to and/or infected by COVID-19. The employee shall not be subject to discipline, including leave restriction or other leave abuse provisions, related to leave for COVID-19 exposure or infection.
5. Positive Diagnosis. HUD shall permit employees who need to quarantine or isolate due to a positive diagnosis of COVID-19 to telework if they are able to work. If they are unable to work, they may take sick leave or other appropriate leave (e.g., annual leave, comp time).
6. Quarantine During Official Travel. The parties recognize that exposure to COVID-19 increases with travel. If any employee who is required to quarantine during official travel and is unable to perform the expected duties, the employee will be kept on duty time or granted Weather and Safety leave and paid for all days in quarantine and will not be charged personal leave. HUD shall promptly authorize and pay for any additional charges incurred resulting from the quarantine (such as additional per diem, accommodations, food, laundry, and quarantine mandated medical care). HUD shall adjust any travel orders as necessary immediately upon being notified of the quarantine.
7. Mandatory Quarantines. HUD shall advise employees whenever official or personal travel may result in a mandatory quarantine before they are allowed to return to the workplace, and that they must use personal leave (e.g., annual leave or comp time) while under mandatory quarantine after personal travel if they cannot telework.
8. Exposure by Individuals Who Are Not Fully Vaccinated. HUD shall require any employee or onsite contractor who is not fully vaccinated and who has had a close contact with someone who has tested positive for COVID-19 to follow CDC (https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html) and state, local, and tribal guidance for quarantine in addition to the guidance provided under Contact Tracing, above.
9. Exposure by Individuals Who Are Fully Vaccinated. HUD shall require individuals who have been fully vaccinated and have had close contact with someone with suspected or confirmed COVID-19 should follow CDC guidelines at <https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html> in addition to the guidance provided under Contact Tracing, above.

# XI. Remote Work.

1. Pandemic Impact on Work. The parties recognize that the COVID-19 pandemic affected the ways that HUD does business and demonstrated the Department’s ability to function effectively while bargaining unit employees worked remotely for over 20 months. This has raised both management’s and employees’ awareness of the benefits of permitting remote work, including expanded hiring opportunities, flexibility, decreased leave usage (other than directly related to COVID-19 for affected employees), and a decrease in employee complaints.
2. Definition. Remote work is any work that is done entirely away from HUD offices (i.e., full-time telework every day during every pay period). Employees on remote work are not required to report to HUD offices, although they may do so periodically on a voluntary basis. Employees on remote work are not subject to same-day recall.
3. Applicability. The provisions contained in this section apply only to remote work. It does not change any of the provisions in the parties’ CBA, including the Telework article.
4. Requests. Supervisors shall approve requests for permanent (i.e., post-pandemic) remote work unless they can show that the employee’s remote work during the pandemic-mandated telework adversely affected business operations or performance.
5. Location. Employees on remote work may work anywhere in the United States. Employees who wish to work outside the United States must follow the normal procedures for requesting international locations.
6. Locality Pay. Employees who work remotely shall receive locality pay based on their work location, which is generally their home. Employees who are required to or who agree to work in a HUD office at least once a pay period shall have the HUD office as their official duty station and shall receive locality pay based on the location of the HUD office.
7. Outstationed Employees. Employees who are outstationed shall be considered remote workers or teleworkers depending on whether they report to a HUD office at least once a pay period. Outstationed employees who have no need to interact with other personnel at the local HUD office may choose remote work over telework.
8. Hours of Duty. Remote workers who choose to live in a different time zone than that of their assigned office shall comply with the office’s times for holding meetings, complying with deadlines, and responding to correspondence, emails, or phone calls. Supervisors shall work with employees to provide maximum flexibility while meeting office needs.
9. Office Space. HUD does not need to maintain office space, including workstations and in-office equipment for remote workers. HUD shall provide remote workers who come into work in a HUD office with locking spaces for personal belongings and official files that require securing.
10. Hoteling/Hot-Desking. Nothing in this section changes the prohibition against imposing hoteling/hot-desking for employees who report to offices at least once per pay period. HUD remains obligated to provide Article 49, Midterm Bargaining, notice if management ever wishes to propose such a change to working conditions. However, remote workers may be required to use vacant office space, workstations, or cubicles, or meeting/conference rooms that are not being used if they come in to work in a HUD office. At no time shall a remote worker be assigned to the workspace, desk, or cubicle of an absent employee without that employee’s knowledge and permission.
11. Equipment and Services. In exchange for the savings and benefits afforded to the government and the public by remote work, which saves the Department space, maintenance, rental expenses, and transit subsidies, as well as offering the public good of reducing traffic, pollution, and spread of disease, HUD shall provide remote workers with the equipment of the equal or better quality than is provided for use in the office. This shall include a laptop, dual monitors of at least 27 inches, a docking station, a separate keyboard. HUD shall provide employees who work remotely with a $30 per month communications allowance.
12. Inclusion. HUD shall ensure that provisions are made to provide remote workers with access to all meetings, necessary training, and communications that in-office employees receive.

For the Agency: For the Union:

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