



# AMERICAN FEDERATION OF GOVERNMENT EMPLOYEES

## AIR FORCE MATERIEL COMMAND

### AFGE Council 214

Affiliated With The AFL-CIO

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MEMO FOR: HQ AFMC Bargaining Unit Employees (BUEs)

FROM: Council 214 President

SUBJECT: COVID-19 Vaccinations

Below are proposals that have been submitted by Council 214, for bargaining, to HQ AFMC in regards to the COVID-19 vaccination mandates. We are currently waiting to hear back from the Agency.

1. The American Federation of Government Employees (AFGE) Council 214 and Air Force Materiel Command (AFMC), hereafter referred to as the Union and Management, hereby enter into this Memorandum of Agreement regarding the implementation of Executive Order 14043, dated 9 September 2021 as it applies to bargaining unit employees covered by the Master Labor Agreement (MLA) between the parties.
2. Management agrees to the use of pre-decisional involvement (PDI) with the union. The union proposes the following IAW Article 33.02:
3. Remain status quo until all bargaining obligations are complete.
4. After the mandate has been issued from AFMC to the BUEs, the BUEs will have not less than 120 days to comply.
5. The agency, prior to implementation of the mandate, will inform the BUEs of which medical, religious or other means of being able to opt out is available to them. The information will include, but not limited to, specific religion needs, medical needs, approved authorizations of and a time frame to name a few. The Employer 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 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."
6. BUEs who may be out on extended leave, to include quarantine, will be given the notice of mandated vaccine upon return. Their 120 days will begin at that time. BUEs who refuse to provide requested opt out documents, will be given their due process IAW law, rule and regulations. They will be places on administrative leave until the due process is completed.
7. BUEs who are given any type of proposed action will have the opportunity and be granted a leave of absence for up to one year with return rights.
8. Management must complete progressive disciplinary action IAW AFI 36-704.
9. Management will offer no more than indefinite suspensions to BUEs so that they can return if the mandate changes or they chose to get vaccinated over time.

LOCAL 916 / TINKER AFB, OK  
LOCAL 987 / ROBINS AFB, GA  
LOCAL 1138 / WPAFB, OH

LOCAL 1942 / EGLIN AFB, FL  
LOCAL 1592 / HILL AFB, UT  
LOCAL 2221 / AFMETCAL, OH

LOCAL 2263 / KIRTLAND AFB, NM  
LOCAL 1897 / EGLIN AFB, FL  
LOCAL 1406 / EDWARDS AFB, CA

10. Management must honor the honor system when it comes to BUE's proof of vaccinations. BUEs will not be required to show proof. All BUE's that refuse to show proof of a vaccination will be required to adhere to the CDC, local and facility guidance 100% of the time.

11. The Agency will ensure that employees/prospective employees who take the COVID-19 vaccination for employment/prospective employment purposes within HQ AFMC who experience any symptoms of illness, within 2 weeks following the date of the COVID-19 vaccination, will not suffer harm by having to use their earned sick leave, annual leave, or other leave during the recovery period. They will be provided administrative leave under the code for Weather and Safety Leave, to include any night or weekend differential pay an employee should receive.

12. Any employee who suffers any side effect or possible death, the Agency will be held completely responsible and accountable for the employee's expenses for medical, funeral, children education and spouse/family continues health care. The Agency will fully compensate the employee for all harm to the employee and his/her family members which may be attributed to Presidential Executive Order 14043 mandating the COVID-19 vaccination for all employment/prospective employment purposes, including but not limited to: physical harm from any vaccine side effects, reimbursement of sick leave attributed to a loss of work from any side effects from the vaccine or any other compensable loss directly attributed to the vaccination of the employee.

13. Employees who object to receiving the vaccine will be allowed to participate in a weekly COVID-19 testing program developed by the Union and the Agency, in lieu of receiving a vaccination for the Coronavirus 2019, (COVID-19).

14. The Agency and Union will develop a weekly COVID-19 program that, at minimum, will allow for employees to be tested weekly for COVID-19, on duty time, in lieu of receiving a vaccination for the Coronavirus Disease 2019, (COVID-19).

15. Employees who are not in direct patient care or direct contact with the public, e.g., full-time teleworkers, remote workers or in areas where they do not come directly into contact with patients (or the general public), will not be required to be vaccinated for COVID-19 and may be allowed to submit a negative COVID-19 result if required to come on-site in lieu of receiving the COVID-19 vaccination.

16. In exercising any rights granted under law, OSHA, Department of Labor and any other relevant Agency exercising regulatory authority, including Agencies producing internal policies and procedures applicable to the vaccination of employees with the COVID-19 vaccine, employees and their representatives will be free from restraint, harassment, interference, dissuasion, coercion, discrimination, or reprisal.

17. Individuals who have applied for a Reasonable Accommodations from the Agency in connection with the vaccine mandate, either for medical or religious reasons, will have that Accommodation processed in an expedited manner. If an employee is required to be absent from the worksite while that Accommodation is being processed, the Employee will either be placed on full-telework for the duration of the processing OR will be placed in a paid Administrative Leave status under the code for Weather and Safety Leave.

18. Employees who have applied for a medical Reasonable Accommodation shall have that medical evidence reviewed by a qualified medical professional. At no time will an employee's medical information be reviewed for medical sufficiency by someone without proper medical qualifications.

19. Should an employee be denied a request for religious or medical exemption to support declination of a vaccination, the employee will be provided a reasonable accommodation process, which is fair and unbiased, and of which the final deciding official will be a neutral party, who will be designated jointly, by the Agency and the Union, and whose alternate in their absence will be designated jointly by the Agency and the Union. The designated final deciding officials shall not be in the employee's direct line of supervision, and employees will be notified in writing of all decisions in the appeals process and their rights to appeal the decision(s), including the detailed appeals process, which will consist of the following in consecutive order as follows:

a) A written justification of denial of employee's exemption, which will only be based on legal and substantiated evidence, shall be issued which will identify the next level appropriate management official to receive the appeal, will be provided to the employee and the Union.

b) The employee who received the denial may submit an appeal, and all supporting documents, to the second line supervisor above the initial deciding official for a second review consideration and approval of the employees requested exemption, The Union and Employee will be provided with all the documents submitted.

c) If the appeal is denied, the second line supervisor deciding official will submit the appeal decision, with all supporting documents, to HQ AFMC Safety Officer as the next step in the appeal process, along with a copy to the employee whose appeal is being processed, and the Union.

d) If HQ AFMC Safety Officer denies the appeal, the employee will have sufficient time, a minimum of 120 days, to be fully vaccinated.

e) Employees will not be mandated to take the COVID-19 vaccination until all appeals processes and legal avenues of redress are exhausted.

20. The Agency will notify the Union, verbally and in writing, within one day following notification from an employee of a requested exemption or reasonable accommodation regarding the COVID-19 vaccination.
21. In addition to employees who are granted medical, and religious exemptions, the COVID-19 vaccination will not be required of employees who have antibodies to the vaccine, have tested positive for COVID-19, have had any atypical allergic reactions to the COVID vaccine.
22. The Agency will ensure all employees are fully informed of their rights to a reasonable accommodation regarding the COVID-19 vaccination and will provide reasonable accommodations to such employees in a timely manner.
23. The Agency will provide copies of all requested reasonable accommodations and exemptions to the Union as quickly as possible, normally within one day.
24. The Agency will provide, at the earliest date possible, the Union with all documentation regarding the status of all exemptions and appeals requested, for the COVID-19 vaccination, date of approval or denial, justification for the decision made, and the bargaining unit status of all employees requesting the exemption or appeal, to ensure all employees are treated in a fair and even-handed manner regardless of bargaining unit status.
25. Employees who are exposed to COVID-19 pursuant to assigned duties under the following, non-exhaustive list, will be entitled to hazardous duty pay differentials /environmental differentials:
  - a) If the employee is exposed to COVID-19 by being assigned to interact with the public in an area wherein local, state, municipal, Federal or WHO officials have declared a state of emergency/pandemic; and or
  - b) 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 a population including somebody who has contracted COVID-19 or under quarantine for COVID-19; and or
  - c) If the employee is exposed to COVID-19 by being assigned to work outside of COVID-19 telework after a WHO pandemic has been declared.
26. The Agency and the Union agree to meet 90 days following the date this agreement is signed regarding COVID-19 vaccinations, to discuss and review the progress of the COVID-19 vaccinations program, and either party may submit proposals for negotiating within 90 days following the date of the meeting.
27. Prior to any proposed removal of an Employee for failure to obtain the vaccine by the November 22, 2021, deadline, the Agency will determine whether or not the employee is eligible for reassignment to a full-time telework, remote work, or primarily outdoor position within the Agency. If the Employee is minimally qualified for such a position, the Agency must offer that position to the Employee in lieu of removal, at no reduction in pay.
28. Employees who are proposed for removal from federal service for failure to obtain the vaccine by the November 22nd deadline may return to work if they receive the vaccine within 90 days.
29. The Agency will not oppose unemployment Applications for individuals removed from Federal service for failure to obtain a COVID-19 vaccination.
30. The Union maintains the right to amend, add to, or subtract from these proposals as needed during the negotiations.
31. All remedies available under the MLA or 5 U.S.C. 71 will remain available to the parties if concerns cannot be cooperatively resolved.

Best Regards,



TROY TINGEY  
President  
AFGE Council 214