

MEMORANDUM OF UNDERSTANDING  
REGARDING IMPLEMENTATION OF THE USDA WORKPLACE SAFETY PLAN  
BETWEEN NATIONAL TREASURY EMPLOYEES' UNION  
AND USDA/FOOD AND NUTRITION SERVICE

National Treasury Employees Union (“NTEU” or “Union”) and USDA/Food and Nutrition Service (“FNS” or “Agency”) (the Parties) hereby enter into this Memorandum of Understanding (“MOU”) concerning the parties’ mutual desire for a safe re-occupancy to the workplace.

In response to the COVID-19 pandemic, FNS closed offices and various leased facilities across FNS regions and implemented a maximum telework posture for Agency operations. The [USDA COVID-19 Workplace Safety Plan](#) was originally issued on November 23, 2021 (“Workplace Safety Plan”) as updated. The Workplace Safety Plan was developed in accordance with Office of Management and Budget (OMB) Memorandum M-21-15, COVID-19 Safe Federal Workplace: Agency Model Safety Principles, Executive Order 13991: Protecting the Federal Workforce and Requiring Mask-Wearing, and Executive Order 14043: Requiring Coronavirus Disease 2019 Vaccination for Federal Employees.

The Parties agree that it is in the best interest of all employees, their families, and their communities to implement these policies, procedures, and safeguards to guard against the spread of COVID-19 in the workplace. In that regard, the Parties agree to the following terms:

**A. Definitions**

1. “High risk” refers to people with an increased risk of illness as defined by the [Centers for Disease Control and Prevention](#). For example, increased risk groups may include older adults, people with certain medical conditions, and people who are pregnant.
2. “Workplace” refers to the inside of all office buildings and/or facilities in which FNS employees are assigned to perform work.
3. “Employee” when used in this agreement refers to NTEU represented bargaining unit employee(s).
4. “Day” refers to calendar days unless specified otherwise.

**B. Communication**

1. Within ten (10) business days of the notice described in Section C.2 below, the Agency will schedule formal meeting(s) for employees via Microsoft Teams or other virtual means to provide information regarding the return to the Workplace. Prior to the meeting, employees will be provided a link to the USDA COVID-19 Workplace Safety Plan and this MOU and will be granted up to one hour of duty time to review them. A Union

representative designated by NTEU will be invited to attend the meeting(s). No less than five (5) business days in advance of the meeting, the Agency will send all employees an email that includes the date and time of the meeting and the email address that employees will use to submit questions before and after the meeting (Pandemic Coordinator mailbox). All issues pertaining to the return to the Workplace that are raised in the submitted questions and were not addressed during the meeting, including issues submitted within five (5) business days after the meeting, will be answered in a Q&A that will be sent to all bargaining unit employees fifteen (15) business days after the meeting. If an employee's question pertains to the employee's individual circumstances, the employee will receive an individual response.

2. Information regarding the return to the workplace will be posted prominently on the [USDA Intranet](#).
3. Employees may submit any questions regarding the return to the workplace to the [Pandemic Coordinator mailbox](#).—Employees who submit questions to this mailbox will receive a response normally within three (3) business days.
4. Employees may submit any questions regarding reasonable accommodations to the [reasonable accommodations coordinator \(RAC\) mailbox](#). Employees who submit questions to this mailbox will receive a response normally within three (3) business days.

### C. Notice to Employees

1. Each employee will be provided an individual notice at least fifty (50) days in advance of the date they will be required to report to the Workplace. Employees may elect to report sooner with their supervisor's approval. The notice will identify the date the employee will be required to report to the Workplace and will contain the following information:
  - (a) Links for the pandemic mailbox, which employees can use to ask any questions regarding the return to the workplace, and a link for the RAC mailbox, which employees can use to ask any questions regarding reasonable accommodations.
  - (b) Information regarding the procedures and copies of any applicable forms to request the following:
    - (i) an extension of the stated report date;
    - (ii) Link to USDA reasonable accommodation Q & A and FNS process guide; and
    - (iii) A link to the form to request a new telework agreement ([AD-3018](#));
  - (c) A description of the phased return timeline, including which employees are included in each phase;
  - (d) Link to the USDA COVID-19 Workplace Safety Plan and
  - (e) Link to this MOU
2. The FNS Administrator or designee will consider written requests for an extension of the report date identified in the Notice for the reasons described below. Employees may

submit their request to their supervisor, or a contact person designated in the Notice by the Agency. The employee's written request must specify the amount of time needed and the reason the extension is necessary, as discussed below. Employees are encouraged to provide documentation establishing the basis for the request when the request is submitted. If necessary, the Agency may request additional information and/or documentation. Requests will be approved or denied within ten (10) days of the date the request is submitted or the date the additional information or documents requested by the Agency are received. If the employee demonstrates a COVID-related hardship, the request will be approved or denied based on whether the employee has sufficient portable work that can be performed remotely during the time period covered by the request and whether the request would have more than a de minimis adverse impact on the Agency's budget, business, or operations that cannot be mitigated by reasonable alternative arrangements. Submitted requests may be approved in whole or in part, and requests for extensions will not be unreasonably denied. Employees can demonstrate a COVID-related hardship in the following circumstances:

- (a) The employee has been advised in writing by a doctor that reporting to the Workplace would expose the employee or a household member to increased risk of severe illness because the employee or a household member has a high-risk condition;
- (b) The employee has caregiving responsibilities for a family member due to the closure of a school, day care provider, or other place of care or due to the family member being sent home from their place of care due to COVID-19;
- (c) The employee does not have a personal vehicle and lives in an area affected by public transportation disruptions or with limited access to public transportation or the employee has been advised by a doctor that using public transportation would expose the employee or a household member to increased risk of severe illness;
- (d) The employee was hired or transferred during the pandemic and needs to relocate to the local commuting area for their new duty station; or
- (e) Other circumstances in which the Agency determines that it would be unsafe or impractical for the employee to return to the Workplace on the stated report date.

3. If the employee's request is denied, the employee may request to meet with their supervisor to discuss alternative arrangements that will allow the employee to safely perform their work. Requested arrangements will not be unreasonably denied. If the employee requests a meeting, the meeting will be held within ten (10) days of the date the request is submitted. If the employee and their supervisor are not able to agree upon an alternative arrangement, the Agency will provide within five (5) days after the meeting a written explanation of the reasons the employee's request for an extension was denied and the reasons the alternatives requested by the employee cannot be provided.

4. For the request to be processed before the employee's report date, the employee must submit the request at least 30 days prior to the report date identified in the notice. If an employee submits a request that is pending on the employee's report date, the employee may telework or use any available leave until the request is approved or denied.

#### **D. Addressing Covid-Related Issues Following Initial Return to Work**

1. Employees may request a temporary extension of maximum telework and other short-term flexibilities at any time if the employee has a COVID-related hardship. Such requests will follow the same procedures described in Section C (2)-(4) above.
2. Employees may initially self-certify that they have caregiving responsibilities for a dependent or family member due to (i) the closure of a place of care, or (ii) the dependent or family member being sent home from their place of care due to COVID-19 precautions, will be automatically eligible for maximum telework for the duration of isolation/quarantine period/closure upon request made to their supervisor. If the employee's caregiving obligations continue for longer than ten (10) business days, the employee may request an additional temporary extension of maximum telework. Such requests will follow the same procedures described in Section C above. Documentation may be required when abuse is suspected and in consultation with the Talent Management Branch. Employees must provide this documentation within three (3) business days of when it is requested.
3. Employees may initially self-certify when advised by a doctor that the employee reporting to the workplace would expose their household member to increased risk of severe illness. The employee will then provide documentation within five (5) business days in support of the self-certification. Upon request to the employee's supervisor, the employee will be automatically eligible for maximum telework for a period of ten (10) days. If the medical documentation reflects an increased risk to the employee's household member for longer than ten (10) days, the employee may request an additional temporary extension of maximum telework. Such requests will follow the same procedures described in Section C above. If an employee submits a request for an additional temporary extension within five (5) business days of being advised by a doctor that reporting to the workplace would expose their household member to increased risk of severe illness, the employee may telework or use any available leave until the request is approved or denied.
4. If the employee's request is denied, the employee may request any available leave due to COVID-19 matters (to include LWOP). Leave requests will not be unreasonably denied.
5. If the request for additional telework is approved the employee will sign a temporary telework agreement. For the duration of the temporary telework agreement, the employee will be permitted to telework when there are dependents or family members at the alternative worksite. However, any time spent providing care to dependents or family members will constitute an interruption of the workday. If a teleworker's workday is interrupted by caregiving obligations, the employee may request leave or with

supervisory approval extend the workday to make up the time spent providing care to dependents or family members.

**E. Factors Considered Before and Throughout opening**

1. Before employees return to the Workplace and during the term of this MOU, the Agency will at each Workplace achieve and remain in compliance with the USDA [COVID-19 Workplace Safety Plan](#) and all applicable guidance provided by the Safer Federal Workforce Task Force (Task Force), the USDA COVID-19 Coordination Team, the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and other applicable law and regulation.
2. Upon request, the Agency will meet with the Chapter President to discuss local issues before employees represented by that Chapter return to the Workplace.
3. The Agency will provide NTEU with advance notice of when the notice described in Section C.1 will be sent to employees.

**F. Telework Bridge**

1. The parties agree to expand telework opportunities beginning on the date when employees are first required to report to the Workplace and continuing for six-months thereafter, or until the end of the [National Public Health Emergency \(PHE\)](#), whichever occurs last; hereafter referred to as the (“bridge period”). If declaration of a PHE ends, but is later reinstated, the Parties agree that they will revert back to the “bridge period” for the duration of the PHE.
2. All employees who are in maximum telework status when the bridge period begins may request telework for up to eight days per pay period during the bridge period in accordance with Departmental Regulation the (“DR”) 4080-811-002 (dated November 22, 2021).
3. If an employee submits a request for a temporary telework agreement at least twenty (20) days prior to their report date stated in the notice described in Section C1, the employee will remain in maximum telework status until their request is approved or denied.
4. Requests will be submitted to the employee’s supervisor. The supervisor may approve an eligible employee’s request for telework if they meet the requirements in Section 4 of the DR. Note: employees have no authorization, and supervisors may not approve employee’s requests to telework from a foreign location without approval from USDA and the Department of State (see Section 10 of the DR).
5. The supervisor’s decision will normally be provided to the employee within ten (10) business days of the submission of the request. This timeframe may be extended by mutual agreement of the employee and supervisor.
6. If a request is disapproved, the employee will be advised in writing with the reason(s) for disapproval. If the disapproval subsequently becomes the subject of arbitration, the parties will clarify all the issues in accordance with Article 51. The Union may file a grievance which is eligible for expedited arbitration in accordance with Article 50 and 51.
7. If the request is approved, the employee will sign a temporary telework agreement that will remain in effect during the bridge period.
8. When the bridge period expires, the Parties will revert to the terms of Article 20 of the 2014 Collective Bargaining Agreement (CBA) unless the Parties mutually agree to

extend the bridge period or unless a new CBA is in effect. If a reversion to the 2014 CBA happens, both Parties agree to create a joint communication to be distributed to NTEU represented FNS staff.

9. All employees will be given a notice no less than ten (10) business days prior to the expiration of the bridge period that will inform employees of the date the bridge period will expire and the procedure to request a new telework agreement.

#### **G. Reasonable Accommodation Requests**

1. Employees who have been advised by their treating medical professional that reporting to the Workplace would expose the employee to increased risk of severe illness due to a physical or mental impairment which substantially limits one or more major life activities may request a reasonable accommodation in accordance with Article 35 of the CBA and applicable laws and regulations.
2. If an employee requests a reasonable accommodation, the Agency, supervisor, and employee will follow the established reasonable accommodation process and timeline in accordance with the National Agreement and applicable law, and the employee will remain on duty and will not be required to report to the Workplace while the request is pending. Unless the employee cannot perform their duties remotely, the employee will remain in maximum telework status until the Agency has completed the interactive process and made a determination on the request.
3. If the employee's request is denied, the employee will be provided a written decision explaining the reasons for the denial and the employee will be notified of the procedures to appeal the denial. If the employee elects the option for review of the denial decision within the prescribed timelines, the employee will remain in maximum telework until the final review decision. If the review decision is a denial, the employee will be notified to report to the Workplace within ten (10) business days of the final determination to deny the accommodation.
4. In circumstances where the Agency has proposed an employee for any disciplinary or adverse action for failing to report to the Workplace, the Agency will follow the procedures specified in Article 45 and 46 of the collective bargaining agreement. Employees subject to any proposed discipline or adverse action will remain on duty or administrative leave during the pursuit of any such action

#### **H. Masks, Social Distancing, and Sanitation**

1. Occupancy will be limited to any CDC prescribed limits based on the levels of community transmission data on the CDC's COVID Data Tracker County View.
2. The Agency will post a notice at the entrance of each FNS Workplace that lists the COVID-19 symptoms. The notice will state that any person who has those symptoms may not enter the Workplace. Additionally, when required, notice of the mask requirement will be posted conspicuously at each public entrance of each FNS Workplace.
3. Agency-provided face masks meeting CDC guidelines will be made available at each FNS Workplace.
4. Masking and physical distancing requirements will be in alignment with the CDC guidance and enforced in all Agency controlled spaces. When allowed by the CDC, masks may be removed when alone in a single-occupant office with a closed door and when eating or drinking. Anyone who refuses to comply with the CDC's masking or physical distancing guidance will not be permitted to enter or remain in the Workplace.

with the exception of unscheduled Visitors seeking a public benefit. Employees who fail to comply may be subject to appropriate administrative action.

5. Employees may elect to wear face masks at any time. Employees who choose to continue to wear a mask will not be subject to any form of discipline, retaliation, or employment consequences of any kind as a result of their decision to continue to wear a mask after the mask requirement is no longer in effect.
6. Where feasible and not in violation of security requirements, indicators will be placed six feet apart to denote where employees should stand in security check point lines and other common areas in order to promote safe physical distancing.
7. Offices and common areas within FNS controlled spaces, such as lobbies, restrooms, elevators, stairwells, and conference rooms, will be cleaned in accordance with guidance provided by the CDC and Safer Federal Workforce Task Force. Enhanced cleaning and disinfection will be conducted in accordance with CDC and Safer Federal Workforce Task Force guidance.
8. FDA-approved hand sanitizer, disposable gloves, and disinfectant wipes will be available to all employees at each Workplace. Hand sanitizer will be provided at the entrance to the Workplace and throughout workspaces as appropriate.
9. When required in meeting and conference rooms and other FNS controlled common areas (i.e., kitchen, cafeteria, etc.), occupancy will be limited in accordance with CDC guidance to ensure that employees can maintain the prescribed distance at all times. Meeting options such as Teams or teleconferences will normally be used so that employees have the option to attend meetings virtually, including employees attending the meeting from the Workplace.
10. Before employees return to the Workplace, the Agency will request that GSA confirm that occupancy in elevators within the Workplace complies with all guidance provided by the Safer Federal Workforce Task Force, the USDA COVID-19 Coordination Team, the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and any other applicable U.S. government agency. The Agency will notify NTEU when the request is submitted and provide NTEU all information provided by GSA. Upon request, the Agency will provide a briefing.
11. Before employees return to the Workplace, the Agency will request that GSA confirm that each FNS Workplace is in compliance with all guidance regarding ventilation provided by the Safer Federal Workforce Task Force, the USDA COVID-19 Coordination Team, the Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and any other applicable U.S. government agency. The Agency will notify NTEU when the request is submitted and provide NTEU all information provided by GSA. Upon request, the Agency will provide a briefing.

## I. COVID-19 Testing

1. All employees will be encouraged to complete the [CDC Coronavirus Self-Checker questions](#) before entering the Workplace. If the result of the self-checker indicates not entering the workspace and the employee reasonably believes they may have COVID-19, the employee will notify their supervisor by phone, text, or email and take a COVID-19 test. Employees may request unscheduled telework or any available leave while awaiting

the test results. If the employee tests positive, they will complete an isolation period in accordance with CDC guidance before returning to the Workplace

2. If while outside the Workplace an employee develops any of the COVID-19 symptoms identified by the CDC ([Symptoms of COVID-19 | CDC](#)) or learns of a close contact (as defined by CDC) and reasonably believes they may have COVID-19-they must not report to the Workplace. The employee will notify their supervisor by phone, text, or email and obtain a COVID-19 test. Employees may request unscheduled telework or any available leave while awaiting the test results. If the employee tests positive, they will complete an isolation period in accordance with CDC guidance before returning to the Workplace.
3. If the employee develops any of the COVID-19 symptoms identified by the CDC ([Symptoms of COVID-19 | CDC](#)) or learns of a close contact (as defined by CDC) while in the Workplace, the employee will promptly leave the Workplace and obtain a COVID-19 test and report their test results. If the employee reports a positive test result, they will follow the established procedures of the USDA COVID-19 Screening Testing Guidance ([“Testing Guidance”](#)). If the employee reports a negative test result, they may enter the Workplace. Employees will complete the required testing and report their test results on duty time.
4. Employees who are not fully vaccinated or have not submitted proof that they are fully vaccinated will complete weekly COVID-19 testing in accordance with the Testing Guidance. If the employee reports a positive test result, they will follow the procedures described in the Testing Guidance. If the employee reports a negative test result, they may enter the Workplace. Employees will complete the required testing and report their test results on duty time. Agency directed/authorized testing will be provided by the Agency at no cost to the employee.
5. The Agency will notify employees if they had a close contact (as defined by CDC) at the workplace or while performing official duties. The employee’s Agency directed/authorized Diagnostic COVID-19 testing out of pocket cost will be reimbursed by the Agency for employees who become symptomatic while at the worksite or have had close contact with COVID-19 in the workplace or while performing official duties.

## **J. COVID-19 Vaccination**

1. When authorized by law, or governmentwide rule or regulation, and when approved in advance, any time spent by an employee obtaining the COVID-19 vaccine or COVID-19 booster shot shall constitute duty time. If, due to unforeseen circumstances, the employee is unable to obtain the vaccine during their basic tour of duty hours, and if approved in advance by management, the normal overtime hours of work rules apply. In most circumstances, up to four hours of duty time is authorized for employees to travel to the vaccination site, complete any vaccination dose, and return to work (for example, up to eight hours of duty time for employees receiving two doses and an additional four hours of duty time for employees receiving a booster shot). If an employee needs more than four hours to travel to the vaccination site, complete any vaccination dose, and return to work, the employee must document the reasons for the additional time and submit for supervisory approval in advance (e.g., they may need to travel long distances to get to the vaccination site).
2. When authorized by law, or governmentwide rule or regulation, reasonable transportation costs that are incurred as a result of obtaining the COVID-19 vaccine from a site



preapproved by the agency will be handled in accordance with local travel or temporary duty cost reimbursement under the Federal Travel Regulation.

3. Unless prohibited by law, rule, or regulation, employees will be granted up to 16 hours administrative time to address any adverse reactions after receiving the vaccine that prevents them from working.
4. Unvaccinated employees may request to use any available leave to seek medical guidance from their medical provider regarding the COVID-19 vaccine. Requests will be denied only for legitimate business reasons. Justified denials will be provided to the employee in writing and may be grieved under Article 50 of the National Agreement.
5. Unless prohibited by law, rule, or regulation, and when approved in advance, employees will be granted up to four hours of administrative leave for each vaccine dose to accompany a family member, as defined by 5 CFR 630.201, to receive a COVID-19 vaccination. Employees may not be credited with administrative leave or overtime work for time spent outside their tour of duty helping a family member get vaccinated.
6. Unvaccinated employees will be notified that to be considered fully vaccinated they have the option to receive any of the COVID-19 vaccines approved or authorized for emergency use by the U.S. Food and Drug Administration or that has been listed for emergency use by the World Health Organization and that they will be considered fully vaccinated for COVID-19 two (2) weeks after they have received the requisite number of doses of an approved COVID-19 vaccine. For Pfizer-BioNTech, Moderna, or AstraZeneca/Oxford, that is 2 weeks after an employee has received the second dose in a 2-dose series. For Johnson and Johnson (J&J)/Janssen, that is 2 weeks after an employee has received a single dose
7. To be considered fully vaccinated, employees may provide a copy of the record of immunization from a health care provider or pharmacy, a copy of the COVID-19 Vaccination Record Card, a copy of medical records documenting the vaccination, a copy of immunization records from a public health or state immunization information system, or a copy of any other official documentation containing required data points. The data that must be on any official documentation are 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).
8. Employees may submit any concerns or questions they have about vaccinations confidentially to the pandemic coordinator mailbox. Employees may also submit any questions about the required documentation they may provide to be considered fully vaccinated. Additionally, employees who need assistance finding a vaccination site may also submit inquiries to the pandemic coordinator mailbox. Employees who submit questions to the pandemic coordinator mailbox will normally receive a response within three business days.
9. All medical information collected from employees, including test results, vaccination records, and any other personally identifiable information (PII) obtained as a result of testing, symptom monitoring, and/or vaccination reporting will be treated confidentially in accordance with applicable law, and accessible only by those with a need to know in order to protect the health and safety of personnel
10. If the Agency resumes enforcement of the vaccination requirement pursuant to Executive Order 14043 the following provisions apply:

- a. If Management proposes any disciplinary or adverse action for refusal to be vaccinated, the Agency will follow the procedures specified in Articles 45 and 46 of the National Agreement. Employees subject to any proposed discipline or adverse action will remain on duty or administrative leave during the pursuit of any such action and will be required to follow safety protocols for employees who are not fully vaccinated
- b. If an employee facing discipline or adverse action for failing to obtain the vaccine takes steps to obtain the vaccine during the pendency of the disciplinary or adverse action, the Agency may determine to stay the disciplinary or adverse action while the employee is in the process of complying with the mandate.
- c. Employees will be notified of the established process for requesting and processing legally required exceptions (religious or medical) to the vaccine requirement. Requests will be processed in accordance with the Agency's established reasonable accommodation process in accordance with the National Agreement and applicable law. The Agency has determined that no disciplinary or adverse actions will be initiated against an employee during the pendency of their request for a reasonable accommodation.
- d. If the employee's request is denied, the employee will be notified of the requirements and time frames identified in the Workplace Safety Plan to become compliant prior to the Agency exercising its right to pursue a disciplinary action for noncompliance.
- e. Upon request, and to the extent the agency is tracking and maintaining, the Agency will provide the Union with vaccination data. This data will include: a) the number of bargaining unit employees who are fully vaccinated; b) the number of bargaining unit employees who are not fully vaccinated or have not yet submitted proof of vaccination status; c) the number of bargaining unit employees who have pending reasonable accommodation requests (including whether the request is medical or religious).
- f. The Agency will provide unvaccinated employees with information regarding the benefits of vaccination and ways to obtain the vaccine. This information will include information regarding FECA coverage and other applicable compensation programs should the vaccine result in injury or negative long-term effects.

**K. Positive COVID-19 Cases**

1. The Agency will provide employees with any guidance made available to the Agency regarding proper contact tracing in instances of positive cases in the Workplace prior to recalling employees into the Workplace. Contact tracing will be conducted in accordance with CDC guidelines.
2. The Agency will report all positive COVID-19 Cases on the FNCS SharePoint site and employees may sign up to receive automatic notifications when a positive case is reported in their Workplace. Employees who sign up for automatic notification can choose how (email/text) and when (immediately, daily, weekly) they will be notified when any positive case is reported in their Workplace. Employees will receive information on how to access the site, how to find information regarding positive cases, and how to sign up to receive the automatic notifications.

3. All medical information collected from employees, including test results and any other personally identifiable information (PII) obtained as a result of testing and symptom monitoring, will be treated confidentially in accordance with applicable law, and accessible only by those with a need to know in order to protect the health and safety of personnel.
4. If the Agency becomes aware that an individual who tested positive for COVID-19 was in the Workplace, the affected area of the Workplace will be temporarily vacated and enhanced environmental cleaning and disinfection will be performed in accordance with applicable CDC and GSA guidance before employees return to that area. All employees may be directed to telework or moved to a non-affected area. Weather and safety leave may be granted for employees who do not have a telework agreement if Management cannot find another place for the employee to work while the enhanced cleaning is carried out. Impacted employees will be informed of when it is safe to re-enter the affected area.

#### **L. Headquarters, Regional and Field Office Impact and Implementation**

1. This MOU does not constitute a waiver of any Chapter's right to bargain local issues related to COVID-19 reopening in their respective headquarters, regional, or field offices, including in ROC. Local agreements may not conflict with this MOU.
2. The Agency will provide notice and the opportunity to bargain to the extent required by Article 53 of the National Agreement, law, rule, and/or regulation before implementing any changes which impact conditions of employment.
3. Upon requested at least 14 days prior to re-entry, NTEU Chapter Presidents will be permitted to accompany a person designated by the Agency to inspect any FNS Workplace before employees represented by that Chapter are required to report to the physical Workplace in order to ensure that all safety protocols identified in this Agreement have been implemented.

#### **M. Significant or Unanticipated Problems**

1. If either party becomes aware of significant and unanticipated problems arising from the implementation of this MOU, the Union or the Agency will inform the other, and the parties will meet to resolve the issue(s) within ten (10) workdays. Where there is a bargaining obligation, the parties will bargain to the extent required by Article 53 of the National Agreement, law, rule, and/or regulation.
2. Upon the request of either party, the Parties will meet within ten (10) workdays to address matters regarding the implementation of this agreement.

#### **N. Spike in Transmission Rates**

If a new variant or spike in COVID-19 cases emerges and the national average for the weekly rate of transmission of COVID-19 rises above 200 new cases per 100,000 people in the most recent 14-day period, either party may seek to reopen this agreement. If invoked, the Parties will meet within fifteen (15) business days to resume negotiations.

#### **O. Subsequent Bargaining**

The Agency will provide notice and the opportunity to bargain to the extent required by Article 53 of the National Agreement, law, rule, and/or regulation before implementing any changes which impact conditions of employment.

**P. Grievance**

Grievances regarding any violation, misinterpretation, or misapplication of the Workplace Safety Plan and this MOU may be filed in accordance with the grievance procedure in Article 50 of the National Agreement.

**Q. Effective Date and Duration**

This MOU will take effect upon Agency Head Review or on the thirty-first (31<sup>st</sup>) day after execution, whichever comes first, and will remain in effect for one (1) year or the end of the PHE, whichever comes last. If declaration of a PHE ends, but is later reinstated, the Parties agree that they will revert back to the provisions of this MOU for the duration of the PHE. The Parties may mutually agree to terminate the agreement earlier or extend the term of the MOU.

**For NTEU:**



Jack Jarrett

National Negotiator

**For FNS:**

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Date: 2022.06.01  
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Michelle Sandoval

Chief Negotiator