

MEMORANDUM OF UNDERSTANDING
between
National Archives and Records Administration
and
American Federation of Government Employees Council 260

On March 11, 2020 the World Health Organization declared a pandemic caused by a coronavirus and in the following weeks led to operational changes of NARA facilities nationwide. This coronavirus disease is known as COVID-19 and is the term used in this MOU.

On June 10, 2021, the Office of Management and Budget (OMB) issued Memorandum M-21-25. The Memorandum allows agencies to restore pre-COVID on-site operations and on-site staffing levels, provided that those agencies first finalize reentry plans, update their workplace safety plans, satisfy collective bargaining obligations, and provide staff with ample advance notice. M-21-25 uses the term “reentry” to describe the process of restoring pre-COVID on-site operations and staffing levels. M-21-25 uses the term “post-reentry” to refer to the permanent or temporary changes that agencies make to work environments and personnel policies in response to lessons learned during the pandemic and/or to implement M-21-25. This is how these terms will be used in this MOU.

1. COLLECTIVE BARGAINING

COVID-19 reentry and post-reentry plans and procedures are a national issue. Any changes to these procedures will be renegotiated as a national issue.

2. REENTRY

A. The Agency will direct reentry in “waves”, or cohorts, based on work functions, and on specific dates that will be announced in advance. The Agency will provide at least one pay period between each reentry cohort. The Agency will provide employees with four weeks of advance notice before reentry.

B. The Agency will schedule employees to return to on-site work on specific dates that are on or after the assigned reentry date. At the National Archives in Washington, DC (Archives I) and the National Archives at College Park, MD (Archives II), and the National Personnel Records Center building (Archives Drive) in St. Louis, MO, the Agency will schedule employees to return for the first time on different dates in the first week after the reentry date.

C. The Agency may require employees to return to the physical workplace on days and shifts where the employee is scheduled to work on-site. The Agency will provide employees with seven calendar days advance notice of the specific day the employee will first reenter the workplace and the employee's work schedule on days they are scheduled to work on-site. The Agency may delay reentry for individual employees who require public transportation to return to the physical workplace if public transportation is disrupted.

D. Employees will not be eligible for incentive payments for work performed after reentry.

E. After reentry, the Agency will suspend the systems of production standards and productivity awards used in the FRCP prior to the pandemic until the Parties can agree on a suitable alternative. If an employee cannot meet one or more critical elements in their FY 2021 or FY 2022 performance plans due to the suspension of production standards, the performance plan must be amended with an addendum or the employee must be given a revised performance plan. The Agency agrees to propose to AFGE Council 260 one or more alternatives to the current system for production standards within 120 days of the date of signature of this agreement.

F. After the reentry date, the Agency will begin to review COVID-19 reasonable accommodation agreements to transition employees from weather and safety leave.

- i. To the extent possible, the Agency will allow employees who express concerns about returning to the physical workplace to enter into an informal accommodation – per the requirements in NARA 332, Telework Program, paragraph 332.6.a – allowing for temporary full-time telework, if the employee is:
 - [At increased risk for severe illness](#), as defined by the Centers for Disease Control and Prevention (CDC) (this includes pregnant and recently pregnant people);
 - Residing with a child or adult who is not able to receive a vaccine or for whom the vaccine may not have been effective; or
 - Responsible for the care of a child or adult for whom daycare, school, or other caregiver is not available due to COVID-19.
- ii. The Parties will assess the success of the informal reasonable accommodations in the preceding paragraph after 120 days from the date of signature of this agreement and may, by mutual agreement, extend the assessment period, make changes to the program, or end the program.
- iii. Employees who are not able to receive a vaccine because of a disability or religious objection should request a formal reasonable accommodation through NEEO.

3. POST-REENTRY

A. For recurring telework, an eligible employee may be granted a maximum of five telework days per week, without regard to Article 9, Section 3C, of the National Agreement between NARA and AFGE Council 260, dated February 2019 (“National Agreement”). The number of days granted will be based on legitimate business needs and continued eligibility as otherwise provided in Article 9.

B. An eligible employee may be granted five telework days per week without the Resource Allocation Board (RAB) approval or cost/benefit analysis required in Article 9, Sections 2D and 3A, of the National Agreement, provided that: (1) the employee resides within the commuting area of their assigned facility; or (2) the employee resides within the commuting area of another NARA facility and the employee will not be needed at their assigned NARA facility, even on a rare or occasional basis.

C. All permanent positions are eligible for recurring telework, without regard to the essential duties of the position or Article 9, Section 2A of the National Agreement. The number of days granted will be based on legitimate business needs and continued eligibility as otherwise provided in Article 9.

D. An eligible employee may request a maxiflex work schedule, regardless of General Schedule (GS) grade or pay plan. Maxiflex eligibility is subject to the provisions in Article 8, Section 4. An employee on maxiflex may earn credit hours, and may earn more than two credit hours per day, with supervisory approval, and without regard to Article 8, Sections 6A and 6B.

4. CONFORMING CHANGES

On the date of reentry for each reentry cohort, this agreement will supersede the following agreements, which will be cancelled on the date of the last reentry:

NARA-AFGE Memorandum of Understanding (MOU) dated May 1, 2020, regarding COVID-19
NARA-AFGE MOU dated June 17, 2020, regarding COVID-19 performance plans, 2020

NARA

AFGE Council 260