

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE U.S. DEPARTMENT OF LABOR**  
**AND**  
**THE NATIONAL COUNCIL OF FIELD LABOR LOCALS**

**INTRODUCTION**

This Memorandum of Understanding (MOU) is between the U.S. Department of Labor (DOL) and the National Council of Field Labor Locals (NCFLL) in accordance with the applicable provisions of the DOL/NCFLL National Agreement.

**SUBJECT**

This MOU concerns appropriate arrangements regarding implementation of VaxTrak to obtain information on the COVID-19 vaccination status of bargaining unit employees.

**BACKGROUND**

President Biden signed Executive Order, 13991 (Protecting the Federal Workforce and Requiring Mask-Wearing) on January 20, 2021. This EO established the Safer Federal Workforce Task Force.

On August 6, 2021, President Biden's Safer Federal Workforce Task Force, established as part of Executive Order No. 13991, issued guidance for Federal agencies to ask employees and onsite contractors their vaccination status for the COVID-19.

Employees and onsite contractors must attest to the truthfulness of the response they provide.

The NCFLL was notified on August 13, 2021, of this condition of employment; provided with a demonstration of VaxTrak on August 16, 2021; and invoked bargaining on August 16, 2021, in order to insure pre-decisional involvement (PDI) in the process, negotiate impact, and protect the rights our bargaining unit employees.

## **TERMS OF AGREEMENT**

As it relates to their representational responsibility as the exclusive representative of bargaining unit employees, the NCFLL plays a vital role in determining how conditions of employment/working conditions are applied to DOL's bargaining unit employees in the field.

To that end, the parties agree to the following:

1. The COVID-19 vaccination attestation will be completed by the employee in VaxTrak, an electronic system developed to track employee vaccination status and accessible by their immediate supervisor and others in DOL with a need to know.
2. VaxTrak will be accessible by a link on LaborNet and is only accessible on government furnished equipment.
3. Sharing and disposition of information regarding vaccination status will be on a need to know basis. (see 5 USC 552a(b)(1))
4. No medical documentation will be required to complete VaxTrak,
5. The Privacy Act protects the information contained in VaxTrak.
6. Language regarding the Privacy Act will be contained on the form.
7. VaxTrak is considered a part of the Office of Personnel Management (OPM) OPM/GOVT-10, Employee Medical File System Records, System of Records Notice (SORN) and will be maintained accordingly.
8. Management will not use vaccination status as a means to engage in prohibited personnel practices.
9. There will be no disciplinary action taken for employees who decline to disclose their vaccination status by checking the box on the attestation form, which states, "I decline to respond."
10. In attesting to their vaccination states, Employees must complete VaxTrak truthfully.
11. Employee(s) will have nine (9) calendars days from the date of notice to complete VaxTrak.
12. Employees who complete the VaxTrak form may modify their information at a later date, if their status changes.
13. The NCFLL will be provided notice when DOL removes the link to VaxTrak from LaborNet. Records collected in VaxTrak will be maintained in accordance with the applicable general records schedule.

## **REFERENCE DOCUMENTS**

1. 5 USC Chapters 11 and 79
2. [Executive Order 13991 and 12196](#)
3. [Privacy Act](#)

4. [Health Insurance Portability and Accountability Act \(HIPAA\)](#)
5. [System of Records Notice \(SORN\)](#)
6. [Prohibited Personnel Practices](#)

## DISTRIBUTION

DOL will email all regional employees the link to this MOU posted on LaborNet. This information will be posted on LaborNet and the link emailed to regional employees within five business days of the signing of this MOU.

## DURATION OF AGREEMENT

This MOU will remain in effect until the NCFLL is provided notice of and COVID-19 testing procedures and protocol for bargaining unit employees at which point the parties will incorporate the terms of this MOU in a subsequent MOU.

### FOR THE DEPARTMENT

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09/03/2021  
Date