



MEMORANDUM OF UNDERSTANDING
Re: COVID-19 Vaccination Mandates

WHEREAS, to combat the coronavirus disease (COVID-19) and to protect the safety of the public and on work jobsites, public authorities have mandated measures, including vaccination or inoculation ("vaccination"), or, alternatively, COVID-19 testing and wearing face coverings or facemasks, and encouraged or required private Employers to institute similar mandates;

WHEREAS, Employers are now or may be required by law and/or their clients to implement various mandates, such as the federal contractor mandate, the OSHA ETS mandate, 29 C.F.R. § 1910.501 *et. seq.*, the OSHA Healthcare ETS, 29 C.F.R. § 1910.502, *et. seq.*, the Minnesota HR/LR Policy #1446, and county and city mandates, or Employers may feel compelled to independently implement employment policies that are the same or similar to such mandates;

WHEREAS, the Parties reach this agreement to ensure legal compliance, promote public health, and promote on-going good relations among owner, Employer, Employee, and the International Union of Operating Engineers Local 49 ("Union");

NOW THEREFORE, be it resolved that the Parties have met and hereby agree that the following measures are reasonable and appropriate to address the COVID-19 pandemic and mandates.


1. **Mandate.** Employer may institute a vaccine mandate and policy ("mandate") to comply with a regulation, law, or client-imposed mandate. Should an Employer wish to implement a mandate that is not pursuant to a regulation, law, or client-imposed mandate, the Employer and the Union agree to meet and confer regarding the matter and may bargain over the decision and substance of the mandate. Employer will comply with all applicable federal, state, and local laws, including gathering and protecting the confidentiality of information and evaluating requests for accommodation. An Employer that does not implement a vaccination mandate is not required to take any action as a result of this Agreement. Employees covered by the mandate who choose not to comply with a mandate's requirements may go into layoff status. Employees who test positive for COVID-19 must promptly inform Employer and may be placed on unpaid leave until able to return to the workplace consistent with the mandate and guidance from healthcare officials.
2. **Accommodation.** An Employee who requests an accommodation based upon a disability or a sincerely held religious belief, practice, or observance, will inform Employer promptly after the notice of mandate or any change in circumstance that creates the need for accommodation. An accommodation might involve, for example, having employees swap-jobs with vaccinated employees or a change in job duties.
3. **Vaccination.** Employer will compensate Employee for time to receive the vaccine and/or time to recover from the side effects if and as required by law. Employees who are unable to work due to side effects from the vaccine will have a right to reinstatement to their jobs once they are able to return to work, if work is available.
4. **Alternatives.** If a testing alternative to vaccination is available under the mandate then the following will apply:

An Employer that wishes to test Employees at the site of work to be performed may receive testing kits at no cost by contacting the Union. The Employer shall be responsible for the administration of the tests, testing program, and related data, not the Union. Employers are not obligated to use this testing option. The test kits will be made available through June 1, 2022, at which time the program will be evaluated and may be re-extended. These testing kits will not be available for an Employer that implements a mandate that is not pursuant to a regulation, law, or client-imposed mandate. The Employee will bear the cost of COVID-19 testing if the program is not re-extended, or if the Employer requests test kits from the Union and they are not available for reasons unrelated to the Employer.

5. **Cooperation with Union.** Employer will provide reasonable notice of any mandate(s) to Employee(s) and Union. Employer and Union will cooperate (a) to inform Employees of the policies, procedures of the mandate; (b) to provide truthful information in response to an Employee's application for insurance coverage or other benefits such as workers' compensation, short term disability and SSDI; (c) to provide a workforce able to perform the work under the mandate; and (d) to inform each other of concerns that may violate the applicable law.
6. **Miscellaneous.** Any provision that is superseded or changed by law, prohibited, or unenforceable will be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Agreement may be executed in separate counterparts, each of which will be deemed an original.

AGREED TO on this 6 date of DECEMBER 2021 by:

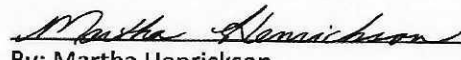
INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #49:


By: Jason George
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ASSOCIATED GENERAL CONTRACTORS OF MINNESOTA


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AGC-MN Director Labor Relations

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