

## **Memorandum of Understanding**

**Between**

**North America's Building Trades Unions (NABTU)**

**And**

**HSSA Signatory Contractors**

This Memorandum of Understanding is entered this 22<sup>nd</sup> day of November, by and between the Hanford Administrative Committee (HAC), its Signatory Contractors (Contractor) and North America's Building Trades Unions (NABTU) and shall become effective upon execution of signature. This Memorandum of Understanding shall sunset and terminate as set forth below.

Based on the recommendations of scientists, local, state and federal health officials that COVID-19 vaccines provide the best protection against severe COVID-19 infection, the Contractor will require all employees performing work under the HSSA to be fully vaccinated. "Fully vaccinated" is defined as someone who is at least two (2) weeks past the completion of their COVID-19 vaccination schedule of a Federal Drug Administration (FDA) authorized vaccine. A booster, although encouraged if in accordance with Centers for Disease Control and Prevention (CDC) guidance, shall not be required to be deemed fully vaccinated under this Memorandum of Understanding.

### **Background:**

- Contractor required all employees to be fully vaccinated. Employees had the opportunity (Oct 11- 22, 2021) to submit to contractor an exemption request for a reasonable accommodation under federal/state laws based on disability or sincerely held religious beliefs, practices, or observances that conflict with the vaccination requirement.
- Medical Exemptions- To support a claimed medical or clinical trial exemption the employee must submit documentation from a licensed healthcare provider indicating that the employee has a medical condition or is participating in a clinical trial that is of the nature that the employee should not receive a COVID-19 vaccine due to medical contraindications, in accordance with the American with Disabilities Act (ADA).
- Religious Exemption: An employee is required to submit documentation to support a claimed religious exemption in accordance with the Title VII of the Civil Rights Act of 1964, the Washington Law Against Discrimination, and any other applicable law.
- Exemption requests were evaluated by the Contractor.

**Attestation and Documentation to Prove Vaccination Status:**

Contractor will use the attestation and verification process described below, for individuals to confirm their vaccination status. Employees who have not attested and provided verifying documentation or received an approved exemption/accommodation by December 8, 2021, may be granted a temporary extension to meet the vaccination requirement or apply for an exemption.

Unless granted an extension, employees must meet one of the three following requirements and notice to company must be made by 12:00pm December 8, 2021.

- Attest that they are fully vaccinated and provide verifying documentation at time of attestation.
- Provide notification to Contractor of their intent to be fully vaccinated no later than January 18, 2022.
- Receive approval of their request for an exemption and have been granted a reasonable accommodation for disability or religious reasons.

Employee must be fully vaccinated no later than January 18 (includes the two-week post shot period) or have an approved accommodation.

**Noncompliance:**

- Employees who do not comply with the December 8, 2021 notice requirement set forth above, shall, on Dec 9, 2021, be in violation of Contractor standards of conduct and be subject to progressive discipline. Failure to comply by January 18th, 2022 shall result in termination due to the failure to maintain a requirement for the position.

**Accommodations:**

- All Building and Construction Trades members currently employed shall be allowed the opportunity to apply and/or reapply for a religious or medical exemption accommodation at any time.

Building and Construction Trades members working under the HSSA who have been granted a religious or medical exemption by their Contractor, shall comply with the following:

- Adherence to Contractor COVID protocols (Social distancing & facial coverings)
- Employee shall submit weekly negative COVID-19 test result to company (effective January 18, 2022). Such tests must be: (i) cleared, approved, or authorized by the U.S. Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g. a viral test); (ii) administered in accordance with the authorized instructions; and (iii) not both self-administered and self-read unless observed by the Contractor or an authorized telehealth proctor. Certified documentation of a negative test must be presented by the employee to the company, regardless of testing mechanism.
- Contractors are not currently observing employee self-administered SARS-CoV-2 virus tests.

- Employee responsible for time and cost of test. (**NOTE: In the event the contractor establishes on-site testing, testing shall be done on contractor time and at contractor expense**)
- Building Trades Union representatives shall follow the "Visitor Protocol" for on-site access.

Note: To remain on active working status employee must agree to comply with above requirements.

- Any Building and Construction Trades Crafts that fail to meet this MOU's requirements by January 18th, 2022, will be given a "no fault" termination.

- **Savings Clause and Termination or Modification of Vaccination Requirement:**

- Unless otherwise specified, nothing in this MOU is intended to alter, modify or otherwise change the terms and conditions or practices between the parties in administering the parties Collective Bargaining Agreement. If any provision of this MOU is found to be invalid by proper authority, such finding will not serve to invalidate the remainder of this MOU. This MOU is subject to all applicable State and Federal Laws and any rules and regulations issued pursuant thereto. If the vaccine mandate in Executive Order 14042 is terminated and/or modified by a new or amended Executive Order or contractual requirements or as conditions change that impact the ability to provide the accommodations listed above, appropriate adjustments and actions will be considered, and the parties will meet to discuss the changes and their impact with the CWBCTC.
- This agreement will terminate on March 18, 2022 unless the parties mutually agree in writing to extend the termination date. Any modification to the terms of this agreement shall be in writing and approved by all parties.

For Contractors

For NABTU

Signature 

Signature 

Name: Lawrence G Brown

Name: Brent Booker

Title: WTCC Labor Relations mgr  
HAC co-chair

Title: Secretary-Treasurer