

**MEMORANDUM OF AGREEMENT
PRE-EMPLOYMENT COVID-19 TESTING**

The Associated General Contractors, Inc., the Building Industry Association of Southern California, the Engineering Contractors Association, and the Southern California Contractors Association, Inc. (“Associations”) on behalf of their eligible members and the Southern California District Council of Laborers, on behalf of itself and its affiliated Local Unions (“Union”) are parties to a collective bargaining agreement known as the 2018-2022 Southern California Master Labor Agreement (“MLA”). In response to the COVID-19 pandemic and pursuant to the parties’ desire to maintain safe and healthy construction jobsites and avoid the dangers of the spread of the novel coronavirus, the parties further agree to this Memorandum of Agreement (“MOA”) for all Contractors bound to the MLA:

1. The Contractor shall follow the normal dispatch procedure in the MLA for obtaining employees from the Union. Subject to the terms of this MOA, the Contractor may test any newly dispatched Laborer for COVID-19 prior to the Laborer reporting to the jobsite. The dispatch of the Laborer to the Contractor shall constitute a conditional job offer.
2. The Contractor may screen the dispatched worker via a telephone call to inquire about COVID-19 exposure in conformance with rules, regulations and guidelines of the CDC, OSHA, Cal OSHA, EEOC and DFEH (“Government Rules”). Currently, the parties believe the following questions are permissible to ask:
 - a. Within the last 10 days have you been diagnosed with COVID-19 or had a test confirming you have the virus?
 - b. Do you live in the same household with, or have you had close contact with someone who in the past 14 days has been in isolation for COVID-19 or had a test confirming they have the virus?
 - c. Have you been medically directed to self-quarantine due to possible exposure to COVID-19?
 - d. Have you had any one or more of the following symptoms within the past 48 hours, including:

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| • Fever, Chills, or Repeated Shaking/Shivering | • Loss of Taste or Smell |
| • Cough | • Muscle pain |
| • Sore Throat | • Headache |
| • Shortness of Breath, Difficulty Breathing | • Runny or congested nose |
| • Feeling Unusually Weak or Fatigued | • Diarrhea |

The Contractor may not ask any questions regarding the individual’s health or medical conditions except as permitted by Government Rules.

3. If the dispatched worker's answers indicate exposure to COVID-19 and the Contractor rescinds the conditional offer of employment, the Contractor shall notify the Union that it is not hiring the dispatched individual, and shall request another dispatch. The Contractor shall not be required to disclose any information regarding the grounds for rescinding the offer of employment except as permitted by Government Rules.
4. If the dispatched worker's answers indicate no exposure to COVID-19, the Contractor may direct the dispatched worker to a medical facility for in-person COVID-19 swab test no later than the next day. The medical facility shall be no more than thirty (30) miles from the location of the jobsite to which the individual is dispatched. The Contractor shall be responsible for cost of swab test and shall reimburse the individual a lump sum in the equivalent of two (2) hours pay at the classification in which the individual was dispatched. This amount is reimbursement for the individual's expenses for travelling to and from the medical facility, and shall not be considered wages for hours worked or paid (and no contributions to Trust Funds are required).
5. A dispatched worker who is sent for a COVID-19 swab test shall be paid at the straight-time rate of pay in the classification in which he or she was dispatched for eight (8) hours on the day the test is administered, and shall be paid eight (8) hours of straight time pay in the classification in which he or she was dispatched for each day the individual waits for the test results, including the day the results are released. Trust Fund contributions shall be paid on these hours. During this paid wait period, the individual may be instructed to stay at home during working hours and follow *CDC How to Protect Yourself & Others* guidelines, as attached hereto as Attachment A, and as amended or revised from time to time.
6. The dispatched worker shall start work at the jobsite no later than the next scheduled work day after the test result is confirmed negative.
7. In the event the individual tests positive for COVID-19 and the Contractor does not employ the worker on the job to which he or she was dispatched. The amounts due to the individual, as described in sections 4 and 5, shall be mailed to person's home address by close of business on the day of discharge.
8. It is not the intent of either the Contractors or the Union to violate any laws, rulings or regulations of any Governmental authority or agency having jurisdiction of the subject matter of this MOA, and the Contractor and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings, or regulations, the remainder of the MOA shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of this MOA. The Contractors and the Union agree that if and when any provision of this MOA is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, this MOA shall be deemed terminated as of that date.

9. This MOA shall be in effect until the State of Emergency re COVID-19 declared by the Governor of California on March 4, 2019 has been rescinded. Except as expressly provided herein, all other terms of the MLA shall continue to apply.

Associated General Contractors of California, Inc.

By: _____

Date: _____

Southern California District Council of Laborers

By: _____

By: _____

By: _____

Engineering Contractor's Association

By: _____

Date: _____

Building Industry Association of Southern California, Inc.

By: _____

Date: _____

Southern California Contactors Association, Inc.

By: John Long

Date: 7/20/20