Memorandum of Understanding

Date: January 7, 2016

Subject: Grievance 11750 (revision of 9-10-15 document)

The Company and the Union have agreed to the following:

- 1. The Company and USW Local 11-75 agree, going forward, that all calibrations of inspection, measurement, and test equipment (IM&TE), used within the 3M Center Campus and those associated 3M buildings located off-campus that are under USW Local 11-75 jurisdiction are to be calibrated by bargaining unit employees.
- 2. The Company and USW agree, going forward, that all calibrations of inspection, measurement, and test equipment (IM&TE) that are sent to the 3M Center for calibration from satellite 3M locations located outside the USW jurisdiction, as defined in the CBA, are to be calibrated by qualified bargaining unit employees. The Company will continue to make decisions on whether IM&TE calibrations or calibration work should be outsourced or subcontracted per the current CBA. The customers of equipment from satellite 3M locations located outside the USW jurisdiction, as defined in the CBA, have no obligation to send their equipment to the 3M Center for calibration nor does the USW have any jurisdictional claims at satellite 3M locations located outside the USW jurisdiction, as defined in the current CBA. USW jurisdiction refers to Local Union 11-75
- 3. For identification purposes the laboratory under which the USW Local #11-75 employees performing work out of building 216 shall be referred to as the Calibration Lab.
- 4. With respect to Primary and Secondary standards; the research, development and maintaining of these standards are the jurisdiction of Corporate Metrology (Bldg 205). The purpose of the Primary and Secondary standards is to provide "verification" and "traceability" for the "working" standards used by the USW "Systems Control Techs" (or successor title).

"Primary" and "Secondary" standards are not defined as "Working" standards. However, they can be utilized by the USW "Systems Control Techs" in the performance of their duties which would include the utilization of these standards for the purpose of calibration of IM & TE. The use of a standard in this manner would be in the "Systems Control Techs" jurisdiction.

For work that is part of Corporate Metrology, the Company reserves the right to utilize USW System Control Techs and or vendors in the development of Primary and Secondary standards. If the company utilizes the USW to do Primary and or Secondary standards; the research, development and maintaining of these standards, the union will not dispute management's jurisdiction to these tasks nor claim a past practice.

5. A letter will be sent by 3M Company to all 3M satellite locations sending calibrations of inspection, measurement, and test equipment (IM&TE) to the 3M center that they have the option of outsourcing it to a local or national vendor or to send it to building 216 ST Paul / Maplewood MN after this MOU is signed by the parties. In the event the current

- Bldg. 216 Calibration Laboratory is changed or moved from building 216 the company will notify the 3M satellite locations of the new location @ 3M Center.
- 6. 3M Company agrees to provide calibration equipment, working standards and training to USW bargaining unit employees to perform calibrations on customer's inspection, measurement, and test equipment, as necessary, for the jurisdictional work defined in the current CBA. 3M Company reserves the right to choose and purchase the calibration equipment and working standards and the said equipment and standards becomes and remains property of 3M Company.
- 7. The jurisdictional work for both the Company and the Union will stay intact unless there is a mutual agreement to alter or change the current jurisdictional duties that have been established under this new agreement.
- 8. The Company and USW Local 11-75 will continue to abide by the current and any future mutually agreed upon alterations to the subcontracting agreement with USW Local 11-75 Appendix 2 of the CBA effective April 2, 2013. The company will provide information upon request on calibrations and calibrations standards completed at sites covered by this agreement.
- 9. This agreement settles grievance #11750 and any other grievances open prior to the signing of this agreement regarding the calibration jurisdiction subject. This will close the matter between the company and the union.
- 10. Grievance #11880 is not settled by the signing of this agreement and will need to be discussed further by both parties.
- 11. No grievance will be filed by USW Local 11-75 regarding the resolution of this MOU. This does not remove the rights of USW Local 11-75 to file a grievance if the union believes that the company has violated the agreement.
- 12. The company will pay upon the settlement of this agreement \$1,000 net for 25 USW members of the systems and calibrations group. This would be a total of \$25,000 net. This will be paid out as administratively feasible upon the signing of this agreement.

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