

## Memorandum of Understanding Between 3M Company and USW Local 11-75

Effective March 23, 2020

On an emergency basis, to address the COVID-19 virus and its impact on 3M employees and their families, the Union and 3M have bargained in good faith and agreed to the following provisions with regard to leave during the COVID-19 global pandemic for 3M employee members of the collective bargaining unit ("Pandemic Leave").

1. **Eligibility:** all regular 3M employees who are represented by the USW Local 11-75 at the 3M Maplewood site.

During the life of this MOU, employees who move from one employee group to another (e.g. non labor represented group to labor represented; from one labor represented group to another, etc.) will not be eligible for a new or secondary Pandemic Leave.

2. **Available Leave:**

- a. Subject to all terms and conditions herein, and subject to supervisor approval, 3M will provide each eligible employee with a total of up to 80 (eighty) hours of Pandemic Leave to be used for the following reasons:
  - i. The employee is instructed to self-quarantine by a public health official or 3M due to close contact (as defined by the CDC) with an individual who has been diagnosed with or is suspected to have contracted COVID-19 (employee must notify supervisor and site Disease Prevention Coordinator/Occupational Health Nurse);
  - ii. To care for a Family Member<sup>[1]</sup> or Child<sup>[2]</sup> who is required to quarantine by a public health official or 3M due to close contact (as defined by the CDC) with an individual who has been diagnosed with or is suspected to have contracted COVID-19 (employee must notify supervisor and site Disease Prevention Coordinator/Occupational Health Nurse);
  - iii. To care for a Family Member or Child who is a member of the employee's household and is presumptively diagnosed with COVID-19 or who is experiencing symptoms of severe illness, including fever, coughing, and difficulty breathing (employee must notify supervisor and site Disease Prevention Coordinator/Occupational Health Nurse);
  - iv. To care for a Family Member or Child who is at high risk of developing a severe form of COVID-19 due to a preexisting health condition (employee

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<sup>[1]</sup> For purposes of this MOU, a "family member" includes the employee's spouse, domestic partner, parent, parent-in-law, grandparent, or grandparent-in-law.

<sup>[2]</sup> For purposes of this MOU, a "child" includes the employee's biological child, adopted child, foster child, stepchild, a legal ward, or a child to whom the employee stand in loco parentis, who is either under 18 years of age or is 18 years of age or older and incapable of self-care because of a physical or mental disability.

must notify supervisor and 3M Disability and Leave Service Center (1-800-543-5562));

- v. To care for a family member or child who is a member of the employee's household whose school or place of care is closed due to COVID-19 (employee must notify supervisor); or
  - vi. To provide an employee who is approved for benefits under the Sickness & Accident ("S&A") Plan for a reason directly related to COVID-19 with pay during the waiting period before S&A benefits, to the extent that such period is not covered by Sick Time/Sick Leave (employee must notify supervisor and 3M Disability and Leave Service Center (1-800-543-5562)).
- b. Pandemic Leave will be paid at the employee's regular hourly rate of pay (not including premium pay of any sort, such as scheduled or unscheduled overtime or shift differential premiums) and in accordance with the employee's regular work schedule as reflected in Workday, and will be paid pursuant to the normal payroll schedule applicable to the bargaining unit. Taxes and withholdings will be withheld from all Pandemic Leave payments in accordance with each employee's tax elections and other authorized withholdings.
  - c. Under no circumstances will an employee be entitled to more than 80 hours of Pandemic Leave under this MOU.

### 3. Requesting and using Pandemic Leave:

- a. An employee who believes they need to take Pandemic Leave must contact their supervisor, the site Disease Prevention Coordinator, and/or 3M Disability and Leave Service Center as indicated above as soon as possible, but prior to their first day of absence, and must follow the direction provided.
- b. Pandemic Leave will end as of the employee's next scheduled work shift immediately following the termination of the employee's need for leave. The Company may require appropriate medical documentation before the employee is permitted to return to work.
- c. Pandemic Leave may be taken in one-hour increments. Absences covered under this MOU should be coded "Pandemic – Paid Absence."

### 4. Coordination with Other Leave and Benefits:

- a. Employees may also be eligible for leave under the federal Family and Medical Leave Act or applicable state law, including state or local Family and Medical Leave Laws and/or sick and safe time laws (collectively "FMLA Leave"), or for S&A benefits under the S&A Plan (subject to the terms of that Plan). Employees who may qualify for FMLA Leave or Sickness & Accident benefits should contact the 3M Disability and Leave Service Center at 1-800-543-5562. This MOU does not amend or modify any available Sick Time/Sick Leave benefits or the S&A Plan.

- b. Pandemic Leave is provided in addition to any Sick Leave, Sick Time, or S&A benefits provided for under the parties' collective bargaining agreement and/or Collective Bargaining Agreement Summary Plan Descriptions (commonly known as the "benefits booklet").
  - c. If federal, state or local government provides paid time off benefits relating to COVID-19, the Company will offset the amount of any such benefits from the Pandemic Leave provided under this MOU. For example, if a state's lawmakers determine that the State will provide its workers with forty (40) hours of paid time off for a COVID-19-related reason, eligible union employees working in that State will be provided with only forty (40) hours of Pandemic Leave under this MOU.
  - d. To the extent permitted by law, time off under this MOU will run concurrently with any leave required under any applicable federal, state or local leave law. Moreover, to the extent permitted by law, paid leave time provided under this MOU will be used to satisfy any COVID-19 benefits mandated by federal, state or local leave law.
- 5. **Attendance Control Program:** Employees will not be assigned attendance points under the applicable attendance control program for absences that are approved for Pandemic Leave.
- 6. **Unprotected Use:** Employees who are suspected of misusing Pandemic Leave may be required to provide documentation to substantiate the need for time off work. Use of Pandemic Leave for a purpose not covered by, or in a manner not consistent with, this MOU, constitutes good cause for discipline, up to and including termination of employment.
- 7. **Expiration of Pandemic Leave:** an employee's Pandemic Leave balance will expire on the earlier of the following occurrences and will not be paid out to the employee:
  - a. Termination of employment, regardless of whether such termination is classified as voluntary, involuntary, retirement, or other;
  - b. Expiration of this MOU;
  - c. Expiration or termination of the parties' collective bargaining agreement in effect as of the date hereof;
  - d. Exhaustion of the leave.
- 8. **Amendment and Termination:** This MOU will automatically expire effective December 1, 2020, unless an extension is agreed to in writing by the parties prior to that date. Employees who have been approved for benefits under this MOU prior to December 1, 2020 will be entitled to use those benefits provided that they remain eligible. Except as otherwise provided above, this MOU cannot be modified or altered in any way except in a writing executed by the parties.

9. **Non-Precedent-Setting:** The parties enter into this MOU on a non-precedent-setting basis. The currently applicable collective bargaining agreement (as modified by any preexisting agreements between the parties) and benefits booklet remain in full force and effect except as expressly provided herein.

Accepted and agreed this 23 day of March, 2020.

On behalf of USW Local 11-75

On behalf of 3M

By: Tom Heimer

By: Mike Lubinski

Its: 11-75 President

Its: Facilities Operations Mgr.

By: Bill Sch

By: Becky Anderson

Its: USW Staff

Its: HR Manager