

3M / USW Local 11-75 Internal Correspondence

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Memorandum of Understanding

Date: December 16, 2020

Subject: Change to Sick Leave Program for St. Paul USW Employees

Effective Date of Agreement: December 16, 2020

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Due to legislation, eligible employees who work within St. Paul city limits at least 80 hours per year may take paid sick leave for your own or a family member's health condition or to address situations involving domestic assault. In response, 3M Maplewood and St. Paul Management (hereinafter "COMPANY") and the United Steelworkers Local 11-75 (hereinafter "UNION") have agreed to the following adjustments to St. Paul employee's sick balances.

**Purposes of Employee Sick and Safe Time (hereafter ESST)**

ESST is intended to provide employees with paid time off from work to address absences:

- to care for the employee's or a covered family member's health condition or obtain preventative care;
- to address effects of domestic violence, harassment, sexual assault or stalking;
- to seek legal or law enforcement assistance to ensure the health and safety of the employee or the employee's dependent; or
- for public health emergencies.
- To care for a family member whose school or place of care has been closed due to unexpected closure

**Policy Changes**

The COMPANY will adjust your Sick balance to reflect a total of 48 hours ESST (provided you meet the eligibility requirement) in your first year of employment, and after you have been employed and worked in St. Paul for a minimum of 90 days. Beginning each subsequent year, eligible employees for the ESST will be provided 80 hours of combined Sick/ESST. These 80 hours include any paid sick time provided within the benefit's book. Once an employee is in the 5<sup>th</sup> year, the employee will only receive the 80 hours and no additional sick/ESST time will be provided. Waiting period does not apply for those who are eligible for ESST. To the extent permitted by applicable law, time off under this MOU will run concurrently with this and any other leave required under the collective bargaining agreement, any other MOU and/or applicable federal, state, or local leave laws. Sick/ESST will not carry over from year-to-year. All Sick/ESST will be frontloaded at the beginning of each calendar year for eligible employees.

Union employees are eligible after 90 days of employment and having worked at least 80 hours in a calendar year within the city of St. Paul. Once this requirement has been met, there will be no waiting period to use their ESST, per the requirements of the policy.

### **General Rules for ESST/Sick Time**

1. Employees can use ESST in 1-minute increments.
2. There will be no waiting period
3. Employees will be compensated for ESST based on their standard hourly rate.
4. Employees can use ESST for overtime hours that they are scheduled to work or that they volunteered to work. ESST used for scheduled overtime will be paid only at an employee's regular rate, not at their overtime rate.
5. Employees will not be permitted to use ESST when on suspension or otherwise on leave for disciplinary reasons.
6. As stated above, employees who work at least 80 hours in 12 months in St. Paul can begin using ESST 90 days after their start date. "Days" means calendar days, not working days or business days.
7. Employees who travel and make a stop for work (for example, to make pickups, deliveries, sales calls, etc.) are covered by the ordinance for all hours that they perform work in the City. This includes travel within the City to and from the work sites after having attained at least 80 hours in a year. This applies as long as the COMPANY maintains a physical location within the city of St. Paul.
8. Employees who travel through the City and only make incidental stops, such as for gasoline, or changing a flat tire, are not making a stop as a purpose of their work.
9. In alignment with the benefits book, ESST will not be paid out on expiration or termination of this MOU or upon termination of employment whether voluntary, involuntary, by retirement or otherwise.
10. If an employee does not work 80 hours or more in one calendar year in St. Paul, their location code will be changed to their primary work location the following January 1<sup>st</sup>, and the employee would not be eligible for ESST under this MOU.

**Note:** Supervisors will code ESST as Sick and then select reason code of ESST.

### **Definition of Family:**

For purposes of Personal Leave, a "covered family member" includes:

- Child (biological, adopted, or foster child, stepchild or legal ward, or any child for whom the employee has assumed the responsibilities of parenthood)
- Spouse
- Parent (biological, adoptive, or foster parent, stepparent or legal guardian or any person who assumed the responsibilities of parenthood when the employee was a child) or Parent-in-law
- Grandparents
- Grandchildren
- Sibling
- Domestic Partner
- Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

### **Notification Requirements**

If the need for ESST is foreseeable, you must give reasonable advance notice. If the need is unforeseeable, give notice as soon as possible.

An employee is not required to disclose the specific nature of the illness or specific reason for seeking ESST, beyond informing the COMPANY of their need for it.

Notice may be provided by the employee's spokesperson (spouse, domestic partner, adult family member or other responsible party).

When an employee uses ESST for more than three (3) consecutive days, the COMPANY may require reasonable documentation that the paid time is being used for a reason that is consistent with the Ordinance. For purposes of the Ordinance, "Consecutive" means any three days the employee is scheduled to work and does not have to be three consecutive calendar days.

Reasonable documentation for sick time includes any documentation that indicates the employee sought and received medical treatment. This includes, but is not limited to, a doctor's note.

Reasonable documentation for paid safe time must communicate that the employee or the employee's family member is experiencing domestic violence, assault or stalking and that the leave is taken for a purpose covered by the Ordinance. Reasonable documentation may include a police report, court order or an employee's written statement.

The employee will be allowed at least 14 days from the date of his or her return date to obtain such documentation. The employee is responsible for the cost of such documentation not covered by insurance or any other benefit plan. If an employee works between using ESST absences, the employer may only request additional documentation for the second absence if at least two weeks have passed.

### **ESST/Sick Leave Balances**

ESST/Sick time balances will be provided to the employee on each regular pay stub.

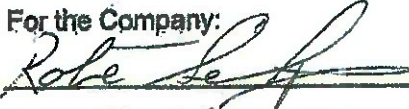
#### **It is further understood and agreed between the parties**

- The parties have reached this agreement to comply with the ordinance and to provide appropriate benefits to employees, and neither party is aware of any outstanding claims relating to the ordinance or the accrual or use of ESST hours.
- Properly claimed and used ESST hours are non-chargeable and as such are not subject to the terms and conditions of 3M's Attendance and Tardy Control Program. Once the 80 hours of ESST/Sick Time is used, the employee will be subject to the conditions of 3M's Attendance and Tardy Control Program.
- Employees must comply with the usual and customary notice and procedural requirements for absences or for requesting time away from work. However, the COMPANY must allow employees to use ESST for the purposes stated, so they cannot deny leave for such purposes. Additionally, when there is a pattern of abuse of ESST by the employee, the COMPANY may require reasonable documentation to verify that an employee's use of ESST is consistent with the ordinance.




- Employees who abuse these policies will be subject to disciplinary action up to and including termination.
- In the event the St. Paul ESST is amended or modified both the company and the union will meet to discuss the changes and if appropriate will make changes to the agreement.
- If the St. Paul ESST is repealed the ESST/Sick leave benefits will go back to the language that is in the current contract at the time of the repeal, regarding sick leave and waiting periods, and this MOU will no longer apply.
- 3M will not retaliate or tolerate retaliation against any employee who seeks or obtains paid leave time under this MOU.

For the Company:



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Becky Anderson | Human Resources Manager

For the Union:



Brian Ecker | USW Local 11-75 Sub-Director



Paul Anderson | Local Union Secretary