

Memorandum of Understanding Between 3M Company and United Steel, Paper and Forestry,  
Rubber, Manufacturing, Energy, Allied Industrial and Service Workers  
International Union on behalf of its USW Local 11-75

Amendment of the MOU signed on March 19, 2021 and extension signed on June 8, 2021.

As stated in the March 19, 2021 MOU:

*Face Mask and Social Distancing Standards. The Company may administer progressive discipline in strict accordance with the CBA and any other applicable agreements between the Parties for any infractions of 3M's Mask and Social Distancing Standards. The Union reserves the right to grieve any discipline that the Company issues under this clause. Notwithstanding the expiration of this Agreement, this provision will continue to apply until the U.S. Secretary of Health or the U.S. Department of Health and Human Services determines that COVID-19 no longer constitutes a public health emergency by declining to renew Secretary Azar's January 31, 2020 determination pursuant to Section 319 of the Public Health Services Act and all state, county, and/or municipal mask mandates have been rescinded.*

This memorandum serves to modify the mask and social distancing portion of the March 19, 2021 memorandum of understanding. All pandemic leave language under the March 19, 2021 agreement remains active through December 31, 2022.

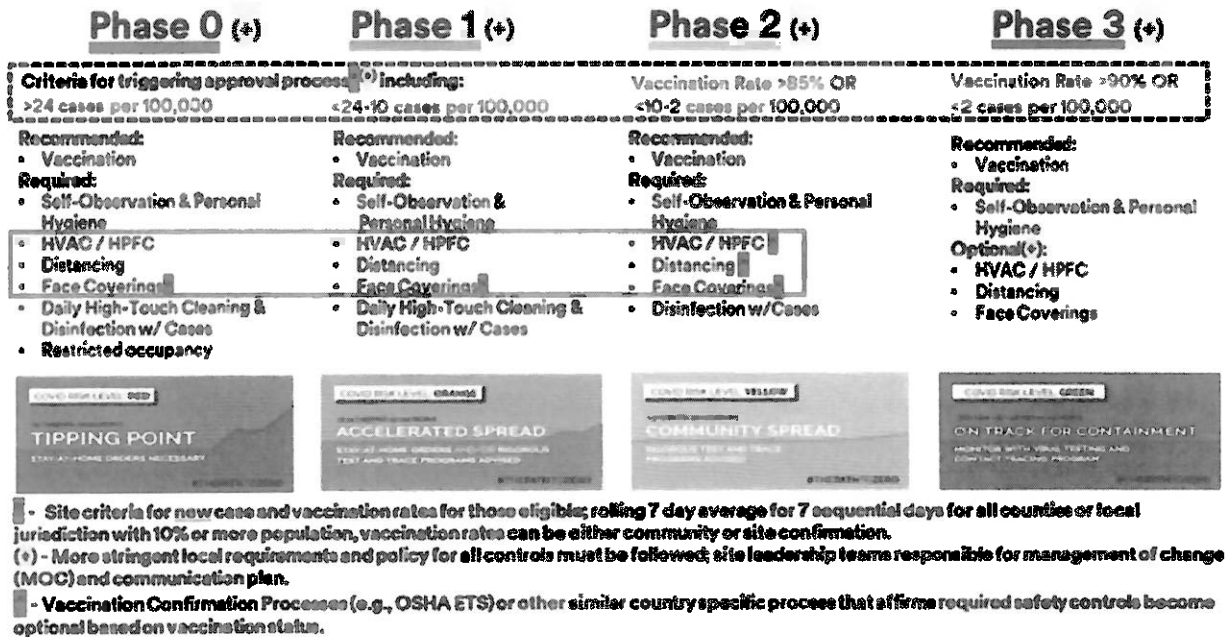
Under this MOU, 3M St. Paul/Maplewood would make optional the current mask requirement on 3M property. This will be contingent on the site meeting and maintaining the guidelines listed in the COVID-19 Workplace Control Expectations chart below. If at anytime, infection rates locally increase to Phase 0 or Phase 1 or Phase 2 levels as indicated by data obtained from the Minnesota Department of Public Health Dashboard, mask requirements will be reinstated, negating the language in this MOU and reinstating fully the Face Mask and Social Distancing Standards listed in *italics* above.

Under this agreement, social distancing continues to be a requirement.

At 3M, Corp Occupational Medicine, in conjunction with Corporate Industrial Hygiene, released guidance for the relaxation of COVID-19 pandemic protocols in a phased approach that takes into consideration community infection rates in locations of 3M manufacturing locations. This approach creates thresholds for different phases on a scale of community infection rates.

Reference the graphic below:

## COVID-19 Workplace Control Expectations – (11/16/21)



This phased approach allows for optional face masks, should a Site experience less than or equal to 2 cases per 100,000 or Vaccination Rate > 90% on a rolling 7 day average for 7 sequential days for all counties or local jurisdiction with 10% or more population, vaccination rates can be either community or site confirmation (Reference “Phase 3” below).

To meet the optional mask threshold, the following criteria must be met:

- No state or local ordinance/mandate exists requiring the use of facial coverings
- Vaccination rate > 90% OR <=2 cases per 100,000 on a rolling 7 day average for 7 sequential days for all counties or local jurisdiction with 10% or more population, vaccination rates can be either community or site confirmation
- <2 active cases in the past 14 days within the plant population. Should >2 active cases occur, an additional EHS & OCM review will be required to determine whether a cluster event has occurred, or other potential concerns.
- Re-entry into Phase 0 or Phase 1 or Phase 2 categories would result in immediate return to the mask requirement. Management will be responsible for daily monitoring and reporting any changes to the site.
- A fully vaccinated employee may be allowed to make optional current mask requirements on 3M property regardless of Phase if communicated permissible by the site. Employees must have registered their vaccination status through the vaccination confirmation process Share My Health.
  - o The site reserves the right to negate the optional mask requirements for fully vaccinated employees at any time based on local/state ordinances, emergence of new variants, or surge/spikes in local infection rates.

This agreement is 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 31<sup>st</sup> day of December, 2021.

On behalf of USW Local 11-75.

On behalf of 3M

|  |  |
|--|--|
| By: <u>Thomas E. Hannon</u><br>Date: <u>1/3/2022</u>     | By: <u>[Signature]</u><br>Date: <u>1/6/22</u>  |
| By: <u>Richard E. [Signature]</u><br>Date: <u>1-3-22</u> | By: <u>Bob J. [Signature]</u><br>Facilities Operations Director<br>Date: <u>1/6/22</u> |