

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 ("Union")

Amendment of the MOU signed on April 2, 2021

Special Provision for Employees for COVID-19 vaccination purposes

Effective April 2, 2021, active hourly employees who are represented by the Union and are unable to schedule and receive their COVID-19 vaccination either at their work location or during non-working hours may use up to 2 hours of their available Pandemic Leave for their own COVID-19 vaccination at an offsite location (up to 2 hours per dose, up to 4 Hours total.) In order to minimize any disruption to production, employees should review the time off with your supervisor [as far in advance as possible).

Effective January 1, 2022, employees who are represented by the Union, have been fully vaccinated, and are unable to schedule and receive their COVID-19 booster either at their work location or during non-working hours may use up to 2 hours of their remaining available Pandemic Leave for their own COVID-19 booster at an offsite location (up to 2 hours, 1 dose).

Employees who have exhausted their 80 hours of Pandemic Leave may opt to use their available vacation time, unpaid time, personal leave time/sick leave (if available at your location), or other paid or unpaid leave entitlements under applicable law.

If you are absent from work due to your COVID-19 vaccine appointment, you will not be assessed attendance points for absences less than two hours. You are not required to provide any documentation or proof to 3M that you received the COVID-19 vaccine/booster. Though you need not provide proof of vaccination, note that to avoid attendance points for unexcused absences exceeding two hours, you may need to provide other supporting documentation regarding the need for the extended leave.

Employees who are suspected of misusing the need for time off or receiving retroactive pay for taking a vaccine prior to the agreement may be required to provide documentation to substantiate the need for time off work and retroactive pay. Paid time off 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. For payroll reporting purposes, be sure to record your time accurately if you use paid time off to get the COVID-19 vaccine.

Employees who receive the vaccine during non-working hours at an offsite vaccination location will not receive Pandemic Leave for the vaccine. Employees who receive the vaccine/booster at their work location, whether it is during their regularly scheduled work hours or during non-working hours, will not receive Pandemic Leave for the vaccine. If the vaccine is received at the work location during regularly scheduled work hours, the time will be paid and should be coded as it typically would be during the workday.

This MOU will automatically expire on December 31, 2022.

**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 31st day of December, 2021.

On behalf of USW Local 11-75

On behalf of 3M

By: <u>Shirley E. Henner</u>	By: <u>Bobby Anderson</u>
Its: <u>President</u>	Its: <u>IA Manager</u>
By: <u>Re. A. Esh</u>	By: <u>Bob J. Hill</u>
Its: <u>USW Sub-District Director</u>	Its: <u>Facilities Operations Director</u>

11/6/22