

UPDATE ON EXECUTIVE ORDER 14042 ON COVID-19 VACCINES

November 5, 2021

Brothers and Sisters,

The union spent a great deal of time and effort negotiating the terms of a Memorandum of Understanding over the company's implementation of Executive Order 14042 concerning COVID-19 Vaccines.

Extra time and care was taken to ensure that our members' jobs would not be in jeopardy and to be certain that those who wanted an exemption would be taken care of.

As of today, more than 750 exemptions have been approved, with more to come.

This Memorandum of Understanding protects jobs, gives our members choices, and upholds our religious freedoms. Below is the complete MOU.

**Sikorsky,
A Lockheed Martin Company
And
Teamsters Local 1150
Affiliated with the International Brotherhood of Teamsters**

**Federal COVID-19 Vaccination Requirements
Memorandum of Understanding**

This Memorandum of Understanding is to confirm the understanding reached between Sikorsky, a Lockheed Martin Company (Company), and Teamsters Local No. 1150 of the International Brotherhood of Teamsters (Union) concerning compliance with the Federal COVID-19 Vaccination Requirements and the effects of the Company's implementation of the Executive Order as described below.

The parties hereby agree that this understanding will apply to all bargaining unit employees represented by the Union at any location in the United States, including remote workers and all employees working on military installations.

Accordingly, the Company has and will continue to issue guidance to its employees on how to comply with the Executive Order. The parties hereby agree that any material modifications, additions, eliminations, or changes to the current guidance (Lockheed Martin COVID-19 Vaccine Guidance) that affects bargaining unit employees shall be subject to bargaining.

The below items are exceptions to the current guidance or other related items agreed to by the parties as follows:

Access to Vaccine

- The Company will provide a free vaccine clinic at our Stratford facility, and access to vaccines through an offsite vendor for all locations.
- In the alternative, on or after the execution of this Memorandum of Understanding the Company will provide two (2) hours of paid leave per vaccination injection including booster shots (i.e., four [4] hours total for a two-dose vaccine regimen) to employees for the purpose of receiving the vaccine. This is only for employees who are not fully vaccinated.

Time off for Vaccine Side-effects

- Employees who are unable to work due to side-effects of receiving the vaccine or booster will be given up to fourteen (14) hours no points/no pay.

Access to Testing

- The Company will provide free on-site, or referrals for free testing to employees who during the course of his/her workday experience symptoms consistent with the COVID-19 virus, including but not limited to: fever or chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches and/or loss of taste or smell.

- The Company further agrees that such testing shall be administered by a qualified medical professional for referrals.
- In the event a fully vaccinated employee tests positive for the COVID-19 virus, the employee shall be immediately placed on paid leave status for up to 5 (five days), afterwards the employee may apply for Short Term Disability.

Unpaid Administrative Leave Status

- After January 4, 2022, employees who have not yet verified their full vaccination status, or granted a reasonable accommodation, will be placed on Unpaid Administrative Leave Status after they have exhausted all of their paid entitlements.
- Any employee placed on an Unpaid Administrative Leave Status on or after January 4, 2022 will be eligible for vacation, personal, and floating holiday entitlements in 2022 and 2023, as outlined in the current Collective Bargaining Agreements. 2023 vacation pay will be based on 2021 earnings. Employees are not eligible to receive Wage Adders (Letter 15), while on Unpaid Administrative Leave Status.
- If the employee subsequently receives all required doses of a COVID-19 vaccine within two (2) years of placement on Unpaid Administrative Leave Status, the Company agrees, upon written notification via email (labor-ibt.gr-rms@lmco.com) or certified mail (Sikorsky Aircraft, Labor Relations, Mail Stop S 401 A, 6900 Main St., Stratford, CT 06615) to the Company, with a copy to the Union (holly@teamsters1150.org), (Teamsters Local 1150, ATTN: Holly Geoffroy, 150 Garfield Ave., Stratford, CT 06615), to reinstate the employee to his/her prior position, if available, upon verification of receiving both doses of a 2-dose vaccine or the only dose of a single-dose vaccine. Such employees will continue to accrue seniority for up to one (1) year of such leave.
- If that position is no longer available, they will be offered an equivalent open position for which they are qualified. If no equivalent position is available, the employee will be offered any open position for which they are qualified.
- If an employee refuses a position or if there are no available positions, the employee will be placed on a preferential reinstatement list. Employees on the preferential reinstatement list are solely responsible for identifying and applying for open positions as they become available. Employees on the preferential reinstatement list will receive preferential consideration over less senior employees or any candidates applying for the same positions.
- The preferential reinstatement list will expire January 4, 2024.
- Employees in this Unpaid Administrative Leave Status will also accrue up to a year of credited service while on an approved, unpaid LOA under the Sikorsky pension plan.

- The Company agrees to continue making its contributions toward a covered employee's medical, prescription drug and dental and vision benefits for ninety (90) days after placement on Unpaid Administrative Leave Status.
- The Company or its Third-Party Administrator shall not contest applications for unemployment compensation seeking benefits for any period of time during which an employee is on Unpaid Administrative Leave Status.

Decision to Vaccinate

Employees not in compliance as of January 4, 2022 who choose to vaccinate shall be treated as follows:

- An employee who on or before January 4, 2022, has received both doses of a two-dose vaccine or the only dose of a one-dose vaccine, but is not fully vaccinated by January 4, 2022, and is two (2) weeks or less from being fully vaccinated, may continue to work onsite.
- An employee who on or before January 4, 2022, has received the first dose of a two-dose vaccine and is schedule to receive their final dose may continue to work on site, provided the employee receives the vaccine no later than February 1, 2022.
- An employee who, after January 4, 2022, has received both doses of a two-dose vaccine or the only dose of a one-dose vaccine, but is not fully vaccinated by January 4, 2022 and is two (2) weeks or less from being fully vaccinated, may continue to work onsite once the employee has been fully reinstated.
- Employees who continue to work onsite, as described in the above three (3) categories, must also follow all safety protocols, including masking, social distancing, submit to regular testing for COVID-19, and forego any travel or in-person business meetings until the employee is fully vaccinated.
- Employees who have received both doses of a two-dose vaccine or the only dose of a one dose vaccine but are unable to report to work due to the decision of a third party shall be compensated for up to 2 (two) weeks once the employee has been fully reinstated.
- For the purposes of this section, reinstatement shall occur as soon as administratively possible.

COVID-19 Leave

- Employees may use the balance of the one hundred and sixty (160) hours of COVID Dependent Care absence time (amount initially offered at the onset of the pandemic) to provide care for an immediate family member who is COVID positive and/or to provide care for their child who cannot attend school or a childcare facility due to quarantine restrictions; through December 31, 2022.
- Under no circumstances shall an employee who is required by the Company to be out of work due to a positive COVID-19 test or contact tracing be assessed points under the attendance policies.

Employee Exemptions

- The Company agrees to grant reasonable accommodations for employees who object to receiving the vaccine due to medical disability or sincerely held religious beliefs if the reason is accepted and an accommodation is offered and accepted.
- The Company agrees that for requests submitted by December 28, 2021, if it does not deny any accommodations request prior to January 4, 2022, the employee may continue to work until the accommodation request is dispositioned but must follow all safety protocols, including masking, social distancing, submit to regular testing for COVID-19, and forego any travel or in-person business meetings until the employee is fully vaccinated or an accommodation is granted.

Dispute Resolution

- Disputes arising out of anything contained in this Memorandum of Understanding shall be subject to the grievance/arbitration procedure as set forth in the collective bargaining agreements.

Separation from the Company

- Upon exhaustion of the Unpaid Administrative Leave Status, employees not in compliance will be administratively separated (Resignation in lieu dismissal) from the Company on a non-disciplinary basis. Employees may decide to resign or retire at any time while on Unpaid Administrative Leave Status.

Hold Harmless Clause

- Represented employees, who on or before January 4, 2022, are on any form of leave will not be negatively impacted due to any failure to comply with this memorandum of understanding, until they return to active status.

Dated at Stratford, Connecticut, this 8th day of November 2021.

SIKORSKY TEAMSTERS LOCAL NO. 1150

SIKORSKY, A LOCKHEED MARTIN COMPANY



ROCCO J. CALO



JAY SUMNER