

Memorandum of Agreement Between

The International Association of Machinists and Aerospace Workers DL 725 & LL2228

And

Lockheed Martin Space

The International Association of Machinists and Aerospace Workers (Union) and Lockheed Martin Space (Company), have agreed to enter into this Memorandum of Agreement

For

Effects Bargaining for the 2021 Vaccination Mandate Workplace Changes

The White House issued an Executive Order on September 9, 2021, requiring all government contractors, including the Company, to take action to fully comply with it in a manner such that all US-based employees must be fully vaccinated or have an approved accommodation by January 18, 2022. The Parties understand that as of the signature of this Agreement, the Executive Order is currently being disputed in the Federal court system and this Agreement shall only go into effect in the event the Executive Order is enacted.

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 this guidance will apply on a same-as basis to the bargaining unit employees represented by the Union at any location in the United States, including remote workers. "Same-as basis" is understood to mean that any modifications, additions, eliminations or changes to the guidance related to the Executive Order for non-bargaining unit employees shall be automatically applicable to bargaining unit employees covered by this Agreement.

The below items are exceptions to the "same-as basis" or other related items agreed to by the parties as follows:

- **Employees Not in Compliance:** Employees not in compliance are defined as employees who as of January 18, 2022:
 - Are certified Unvaccinated or Uncertified in the COVID-19 Tracking tool; or
 - Remain Partially Vaccinated; or
 - Submit Accommodation that the Company cannot grant and such is denied
 - Submit Accommodation that is granted but the employee rejects the accommodation.

Employees who are Certified Fully Vaccinated in the COVID-19 Tracking tool by January 18, 2022 or have been granted an Accommodation that they have accepted as of January 18, 2022 are considered in compliance.

Employees not in compliance will be placed on a "COVID-19 Executive Order Requirements" (CEOR) unpaid personal leave of absence and may utilize the following, if requested in writing to their leader prior to January 18, 2022:

- Utilization of paid entitlements, specifically Vacation, Personal and Sick Leave and Holiday, consecutively until March 18, 2022 or when exhausted, whichever comes first; then

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- Utilization of a CEOR unpaid personal leave for a maximum of up to twenty-six (26) consecutive weeks beginning on either 1) March 21, 2022; 2) the exhaustion of their paid entitlements listed above; or 3) immediately after January 18, 2022 if the employee chooses not to utilize the paid entitlement option.
- **Other Paid Time:** Employees not in compliance are not entitled to any other paid time, including overtime, while in this CEOR leave status.
- **Seniority, Benefits, & Leaves of Absence:** Employees not in compliance will continue to accrue seniority and credited time for pension service, subject to the terms of the pension plan. Employees in this status who are using paid entitlements will continue to receive all benefits offered under their applicable collective bargaining agreement. Employees in this status who are on unpaid CEOR personal leave will continue to receive benefits for sixty (60) calendar days from when they start the unpaid CEOR personal leave but thereafter those employees will not be eligible for any benefit offered under their applicable collective bargaining agreement, except as may be required under COBRA. Employees in this status are not eligible for any Leaves of Absence offered under their applicable collective bargaining agreement.

An employee who goes on unpaid CEOR leave and has an outstanding Savings Plan loan should contact Empower for payment instructions.

- **Separation from the Company:** Upon exhaustion of the unpaid CEOR personal leave, employees not in compliance will be administratively terminated from the Company on a non-disciplinary basis. Employees may decide to resign or retire at any time while in not in compliance status.
- **Return to Work:** Once fully vaccinated, it is the employee's sole responsibility to notify the Company and follow all applicable guidelines regarding certification of vaccination status. Return to work will be handled as follows:
 - Employees not in compliance who are still using paid entitlements when they notify the Company of their ability to return to work will be returned to the position they held as of January 18, 2022.
 - Employees not in compliance who are in an unpaid CEOR leave of absence status when they notify the Company of their ability to return to work will be offered the position they held as of January 18, 2022, but only if that position is still available. 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 in the same or lower labor grade.
 - If there are no available positions, the employee will be placed on a preferential hire list in the order in which they notify the Company and provide proof they have become fully vaccinated. Employees on the preferential hire list are solely responsible for identifying and applying for open positions as they become available. Employees on the preferential hire list will receive preferential

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consideration over less senior employees on the list applying for the same positions and over non-preferential hire list applicants. The preferential hire list will expire September 19, 2022.

- Time spent in CEOR leave will not count toward attendance infractions for purposes of issuing discipline.

Other items agreed to are provided below:

- The Company will notify employees of the dates to receive the necessary vaccinations.
- Leaders will assist employees to certify their vaccination status in the enhanced COVID-19 Vaccination tool.
- Employees who have submitted an accommodation request shall be notified of an accepted or denied accommodation as soon as administratively practicable.
 - An employee who files an accommodation will receive a notification from the Company with the approval/denial status and justification detail. Employees whose accommodation request are denied can submit a new accommodation request or appeal the Company's decision only if factual circumstances have changed.
 - Accommodations are reviewed by the Company's Global Diversity and Inclusion Organization (for religious accommodation requests), or the Company's Medical POC (for medical accommodation requests) and follow the standard Company accommodation process.
 - Employees who are told to delay their vaccination for medical reasons may apply for a medical accommodation. Such accommodation is subject to medical justification, review and approval prior to January 18, 2022.
- Should an employee not be able to flex their work time or schedule their vaccination during non-scheduled work time to obtain the vaccine, the Company will pay up to two (2) paid non-work hours per dose, not to exceed the 80-hour cap of KNDS for CY2021. For calendar year CY2022 the company will pay up to two (2) paid non-work hours per dose.
- Employees who are experiencing side effects from receiving the COVID-19 vaccine will be eligible to use KNDS for up to two (2) consecutive days immediately following vaccination, so long as they have not exceeded the 80-hour KNDS cap for CY2021. For CY2022, employees who are experiencing side effects from receiving the COVID-19 vaccine will be eligible to use KNDS for up to two (2) consecutive days immediately following vaccination. If side effects exceed one (1) week, employees may file for short term disability and will be required to provide the necessary documentation to the Lockheed Martin Leave and Disability Center.
- Allowance of KNDS (including for at-work exposure) may be offered on a same-as basis as the Lockheed Martin Space salaried population.
- The Company will maintain its current practice regarding unemployment claims.
- The Company agrees to explore the availability of an on-site vaccination event.

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- The Company will not be administering the COVID Vaccine to employees. Vaccine administration will be done by a certified third-party provider if offered at any Bay Area Campus (Palo Alto, Sunnyvale, or Santa Cruz) at the sole discretion of the company.
- The Company agrees to abide by the CBA and all applicable policies in regard discrimination and harassment, and in the administration of this process.
- Any claim that the Company has exercised certain rights and power contrary to the provisions of this agreement may be taken up as a grievance as outlined in the current collective bargaining agreement.

Regarding any changes to the mandate, such as but not limited to “booster” shots, the Union and the Company will meet to discuss the effects of the changes.

This agreement shall not supersede any articles or sections of the current collective bargaining agreement. This is a tentative agreement and will need to be ratified by the membership.