



**Local 743**

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# FLASH FLYER

## Vaccine Mandate Update

Meetings with Raytheon Technologies (Pratt & Whitney, Collins Aerospace and Raytheon Missiles and Defense) along with representatives from District Lodge 26 and Local Lodge Presidents from Locals 62A, 587, 700, 743 and 1746 over the COVID-19 shot mandate have concluded.

The union argued a variety of scenarios which could achieve company objectives to keep the workforce safe from this pandemic we have all lived with for the last 18-months. The scenarios included masking, testing, social distancing, continued thermal scanning. We asked them to push out the date to give employees more time and with hopes of the general public reaching herd immunity and the issue going away. The Union asked that the company not move forward until all domestic employees could be treated the same after Texas Governor Gregg Abbott issued an executive order banning mandatory vaccinations. The company was not receptive to any of these or other suggestions the Union made to keep from forcing employees / members to receive a vaccination against their will.

The company's position is that the federal government has mandated that government contractors comply with mandatory vaccinations by December 8, 2021 and failing to comply puts the company in jeopardy of noncompliance including not having the right to bid on future government work. We also talked about religious and medical exemptions.

When the talks entered the effects stage for unvaccinated members the results were not optimal but the best we were able to achieve from the company during these talks. Without going into detail on every discussion point we are attaching the final result which occurred when we reached impasse and the company was willing to do no more. Here are the results.

- 1) Any employee that is not fully-vaccinated by December 8, 2021 will be placed on an unpaid leave of absence through and until December 31, 2021. If any such employee initiates a vaccine regimen at any time before December 31, 2021 and provides vaccination verification documentation, said employee will continue an unpaid leave of absence until the employee completes the vaccine regimen, not to exceed 90 days (until March 31, 2022).
- 2) Any employee who does not initiate a vaccine regimen before December 31, 2021 will be separated, effective December 31, 2021. Any employee that separates on December 31, 2021 will be eligible for the contractual benefits, such as unused sick/personal time, vacation time and pro-rata vacation time, for 2021 and 2022 on the same terms and conditions as any other employee that separates on December 31, 2021 from an approved leave of absence according to the terms of the applicable collective bargaining agreement and local practices. The Company will not contest any unemployment insurance claims for bargaining unit members separated as a result of non-compliance with the Company's Covid-19 vaccine requirements.

- 3) Special reemployment rights – If an employee is separated from employment on December 31, 2021, the employee will be granted special reemployment rights for a period of 90 days (until March 31, 2022).

Special reemployment rights applied as follows:

- Former employees must be **fully** vaccinated to be eligible for special reemployment.
  - Former employees assume the responsibility of informing the applicable site Human Resources department and their union president of full vaccination status.
  - Former employees will be eligible to return to their former position, at the same rate of pay and labor grade, provided such position remains open at the time of the employee’s reemployment. If not, employees may return to an open position for which they are qualified at their prior facility and will receive the rate of pay associated with that position.
  - Former employees will retain their hourly seniority in effect at the time of their separation.
  - Employees must disclose their fully vaccinated status per company requirements.
  - Employees that return under these special reemployment rights and are covered by the Pratt & Whitney collective bargaining agreement with District 26 and Local Lodges 700 and 1746 or the Collins Aerospace collective bargaining agreement with District 26 and Local Lodge 62A will receive the bonus under Letter 11 “Ratification Bonus” in the Pratt & Whitney collective bargaining agreement with District 26 and Local Lodges 700 and 1746 and under Letter 7 “Bonus at Ratification” of the Collins Aerospace collective bargaining agreement with District 26 and Local Lodge 62A for employees that are otherwise on the payroll and covered by the applicable agreement on January 1, 2022.
- 4) Reasonable accommodations – Employees must submit reasonable accommodation requests to People Services. If an employee submits such a request by November 1, 2021, and the request has not been dispositioned by December 8, 2021, the employee will be placed on a paid leave of absence until such request has been dispositioned. For any requests submitted on November 2, 2021 or later that are not dispositioned by December 8, 2021, the employee will be placed on an unpaid leave of absence until such request has been dispositioned.

While we realize that these results will not please everyone, we want you to keep in mind it is your company that is mandating this vaccine as a condition of employment as a result of a federal government mandate. If you are unhappy you need to call the people who have the power to change things. Your elected officials work for you and your union suggests calling your governor, your state representative and senator as well as your elected representative in congress and your United States Senators. They have the power to change the law and the company will have to adhere to that change.