



COLLECTIVE BARGAINING AGREEMENT

between

PENDLETON WOOLEN MILLS
PENDLETON, OR



SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 49

in effect from

OCTOBER 16TH, 2019

— *through* —

OCTOBER 15TH, 2022

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AGREEMENT

In recognition of the desirability of cooperation and good will between the employer and employees, to provide reasonable and fair working conditions, and in recognition of the problems of both employer and employees in maintaining steady employment through economy and efficiency, which will permit the mill to meet competition, and in consideration of the mutual promises hereinafter contained, the PENDLETON WOOLEN MILLS, Pendleton Branch, Pendleton Oregon, hereinafter called the "Company" and/or "Employer" and SEIU Local 49, hereinafter called the "Union", have this 16th day of October, 2019 executed in duplicate their contract which

WITNESSETH

For and in consideration of the mutual promises and covenants hereinafter contained, and the performance thereof, and for the purpose of creating a working agreement, the parties agree as follows:

ARTICLE 1. RECOGNITION

The Company agrees to recognize the Union as the sole representative for the purpose of collective bargaining for all the employees (excluding superintendents, supervisors, guards, as defined in the National Labor Relations Act, as amended, independent contractors and employees thereof, and office and administrative employees) in the Company's plant of Pendleton, Oregon, in respect to rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE 2. RIGHTS AND DUTIES

- A.** It is recognized that the Company has certain rights, powers and authority among which are the following: To hire, promote, suspend, or discharge any employee and to exercise its discretion in determining all matters concerning the employee's integrity, qualification, capacity or performance of his/her duties and responsibilities as an employee; to control the volume of production of the Company or of any unit thereof; to control the number of employees required by the Company at all times, and, subject to the security and seniority provisions of this Agreement, to control the assignment of all work, either to departments, jobs or individual employees.
- B.1.** Notwithstanding the reservation of the aforesaid rights by the Company, such rights are qualified by the specific provisions of this contract respectively relating thereto. It is mutually understood and agreed that in all matters pertaining to any suspension or discharge, no suspension nor discharge shall be made without just cause.
- B.2.** In the event of an arbitration of a suspension or discharge case, the determination of whether or not there was just cause for such suspension or discharge shall be for the determination of the arbitrator.
- C.** It is agreed by and between the parties hereto that upon application to the Plant Manager's office, any authorized representative of the Union shall have admission to the factory of the Company at any time during working hours for the purpose of ascertaining whether or not this Agreement is being observed, or to assist in the

adjustment of grievances upon the request made by an employee or by the Company. There shall be no Union activity on the Employer's premises during working hours except such as is herein specifically authorized.

- D.** The Union may designate for each department a shop steward who may call to the attention of his/her supervisor any question of employment conditions that shall arise in each department. Any act on the part of the Company that gives rise to a question or grievance under the terms of this agreement must be brought to the attention of management within five (5) working days after both parties became aware of the alleged act. Failure to present grievances within the time limits shall bar either party from further prosecution of such grievance, unless the parties have agreed to extend the time limits.
- E.1.** The normal procedure to be followed by an employee in resolving any issue arising under the terms of this agreement shall be as follows:
- Step 1.** The employee shall first discuss the issue with his/her supervisor. A Union representative shall be present if requested by the employee, the supervisor, or the shop steward. Any decision must be consistent with the terms of this agreement.
- Step 2.** If the issue was not resolved at Step 1., a Union representative must participate at a second discussion of the issue with the supervisor and the employee.
- Step 3.** If the employee and Union representative are not satisfied with the outcome of Steps 1 and 2, the employee and/or Union representative may prepare a written grievance, one copy of which must be presented to the plant manager's office.
- Step 4.** A Company representative other than the supervisor shall discuss the written grievance with the employee and/or Union representative within five (5) working days. The Company will provide a written answer to the grievance within five (5) working days from the discussions. The parties may mutually agree to extend the time limits.
- Step 5.** If the employee and Union representative are not satisfied with the outcome of Step 4, the Union representative, the employee shall discuss the issue with representatives of the Company, other than the Company representative at Step 4, at a meeting scheduled for that purpose.
- Step 6.** If the Union representatives and the Company representatives cannot reach an agreement at Step 5, either party may request the services of the State or Federal Conciliation Service, who may meet with the parties and attempt to effect a settlement of the grievance through further negotiations by the parties.

E.2. ARBITRATION

- a. In the event that the issue is not resolved through the grievance steps or mediation, the parties shall jointly request from the Federal Mediation and Conciliation Service a panel of seven arbitrators who reside in Oregon. This request should be made no later than thirty (30) days from the final mediation session. Upon receipt of such panel, the parties shall attempt to mutually agree upon a single arbitrator. In the event they are unable to do so, they shall promptly request a second panel from the same service and upon receipt of such panel shall alternately strike names, and the final name after each party has exercised an equal number of strikes shall be the arbitrator.
- b. The Company and the Union agree to bear the expense of their respective cases, including cost of witnesses. The expense of the arbitrator shall be borne equally by the Company and the Union.
- c. If the arbitrator shall determine that an employee was discharged or suspended without just cause, such employee shall be reinstated with such back pay, if any, as the arbitrator deems appropriate.

E.3. Any grievance not appealed from management's decision at one step of this procedure to the next step within five (5) working days of such decision shall be considered settled on the basis of the last decision and not subject to further appeal, unless the parties have agreed to extend the time limits.

E.4. The Company may, at its option, present grievances. Company grievances shall be presented in writing to the Union office with a copy to the chief steward, whereupon the representatives of the Union and the representatives of the Company shall meet to consider such grievance. If such representatives are unable to reach an agreement, the company may use the legal avenue of the National Labor Relations Board (NLRB) to file a complaint against the Union.

E.5. It is agreed that as to those grievances for which arbitration is made available under the terms of this article, the arbitrator's decision shall be final and binding and the procedures of this agreement shall be the sole method for determining such grievances. Such grievances shall not result in or be the cause or basis of any stoppage of work, slowdown, strike, lockout or any concerted action of any kind interfering with the work of the Company or the employees nor shall there be any picketing. As to grievances processed through the provisions of this article but for which arbitration is provided, there shall be no stoppage of work, slowdown, strike, lockout or any concerted action of any kind interfering with the work of the Company or the employees nor shall there be any picketing until the parties have exhausted all of the procedures of this Article. Either party shall have the right under the terms of this paragraph to consider that procedures of this Article as having been exhausted after the expiration of thirty (30) days from the date upon which the grievance was submitted to the plant manager in writing in accordance with the provisions of Step 3. The right of either party to resort to any form of economic activity as above outlined after the expiration of said thirty (30) day period shall be also subject to all of the machinery provided for in Section E.

1 of this article having been met. This shall not be so construed as to limit to any extent or in any manner the duties imposed upon the Company and on the Union by the Labor Management Relations Act of 1947.

- E.6.** If the thirty (30) day time period is not sufficient, as provided herein, then the parties through mutual agreement may extend this period.

ARTICLE 3. UNION MEMBERSHIP

- A.** On or after the thirtieth day following the beginning of employment or the date of execution of this Agreement, whichever is the later, every employee represented by the Union shall become a member of the Union through the regular tender of periodic dues and/or initiation fees uniformly required as a condition of acquiring or maintaining membership in the Union. This clause shall be subject to all the provisions of the National Labor Relations Act, as amended.
- B.** The Company will notify the Union President or department steward when any employee has been discharged.
- C.** The Union will not request the discharge of any employee hereunder without first giving the employee and the Company two weeks' notice in writing together with a written statement of the reason for the request, so that the employee affected shall have an opportunity to acquire or reacquire membership in the Union by the tender of periodic dues and/or initiation fees uniformly required by the Union.
- D.** The Union agrees to save the Company harmless from any liability which the Company may incur in the event that the Company, acting in good faith, discharges any employee at the Union's request under this clause.
- E.** The Union shall be responsible for providing sufficient copies of this Agreement and Union Membership application forms to the Employer in order for the Employer to distribute them to new hires.

The Employer will facilitate an initial meeting between new bargaining unit members and a Union representative regarding the collective bargaining agreement, dues structure, and other representational issues. When possible, this will be done in conjunction with an initial orientation period. The Employer agrees to provide the Union representatives identified by the Union as responsible for the Union orientations, notice of the location, date and time of the initial orientation meeting for new employees, at the time such meetings are scheduled.

ARTICLE 4. SENIORITY

- A.** Seniority in each department shall depend on length of service with the Company in such department and shall be measured from the first day on which the employee worked in that department.

- B.** New employees shall be considered probationary for the first thirty (30) days of employment. In the event the Company is unable to reach a conclusion as to a probationary employee's fitness for the job by the completion of the probationary period, it may extend this period for a maximum of thirty (30) days for jobs in Grades 1 through 8 and three (3) months for jobs in Grade 9 and above, by giving notice to the Union and the employee of its decisions to do so. When an employee is no longer on probation, seniority shall date from the beginning of the initial probationary period.
- C.1.** The Company agrees to prepare and post a seniority roster in each department once every six months. Any corrected lists will be posted and the Union notified of such correction and posting. Any employee having any objection to any such roster shall so notify the Company within thirty (30) days after such posting of such roster or such objection will be deemed waived.
- C.2.** If any grievance shall arise as a result of any such objection, the same may be settled by agreement of the Company and the Union, and the decision so reached shall be binding upon all employees affected thereby.
- D.1.** Employees discharged, resigning, or leaving the employ of the Company for any reason, who are subsequently rehired, shall establish new seniority as a new employee as of the date rehired.
- D.2.** Seniority shall be retained during absences caused by sickness, accident or other approved leaves and lay-off. However, after an absence of twelve (12) consecutive months due to any one or a combination of above listed absences, the employee may be exited and removed from the seniority lists.
- D.3.** As to an employee whose employment with the Company is less than six (6) months measured from the most recent date of hire to the first day of continued absence, the twelve (12) month period referred to in section (D.2) shall be reduced to a period equal to the length of the employee's employment from the last date of hire to the first date of continued absence.
- E.1.** Any employee transferred from one Pendleton Woolen Mill Textile Plant to another which is covered by an SEIU Local 49 contract or who terminates at one plant and is hired at another within thirty (30) days, shall retain all benefits except seniority. This provision will not apply to employees terminated for just cause.
- E.2.** However, an employee on lay-off may accept a temporary position at another Pendleton Woolen Mills Textile Plant and seniority shall continue to accrue for all hours worked in the temporary position as if the employee had worked in the employee's regular job or department and no seniority shall accrue in the temporary job or department. When any available work at the plant from which the employee transferred is offered and refused, the employee will be terminated at that plant.

- E.3.** In cases of short term lay-offs, three (3) days or less, the Company may, at the request of a more senior employee, grant an un-paid leave of absence for the length of the short term lay-off and allow junior employees to continue working as long as the junior employee has the qualifications to perform the job.

F.1 TRANSFERS

1. Caused by lay-off

- a. In cases of lay-off extending beyond thirty (30) days, the laid off employee will be offered a trial in other departments where new personnel are needed, provided they meet the basic qualifications of the job and the Company feels the employee is capable of performing the duties of the job. If needed, employees will be granted three (3) working days to report for work.
- b. After accepting such transfer, the employee may elect to retain seniority on the job from which they transferred by so notifying the Company within thirty (30) days after the transfer. If such election is made, seniority shall continue to accrue on the job from which the employee transferred and no seniority shall accrue on the job to which the employee transferred. If such election is not made, the employee shall lose seniority on the job from which the employee transferred and seniority shall accrue on the job to which the employee transferred.
- c. Employees who are laid off thirty (30) days or more and are offered work in other departments shall be terminated if such offers are refused, unless they are unable to perform the work available due to physical or medically related conditions, supported by doctor's statement. In those cases employees shall retain their recall rights to the job, department and classification from which they were laid off.

F.2. Other Transfers

- a. Employees who are transferred from one department to another, either at their request or that of the Company, shall not lose their seniority rating in the department from which they are transferred for a period of thirty (30) days, but upon the expiration of such thirty-day period, they will lose their seniority in the department from which they transferred. If the company initiates a job classification consolidation due to process change, the employee retains the seniority date they held in their department at the time of consolidation. By requesting employees to transfer from one department to another, the Company does not, however, guarantee any given length of employment in the new departments.
- b. Employees not on lay-off, who temporarily perform work in other departments at the Company's request shall retain seniority on the job from which they transferred and will accrue no seniority in the job to which they transferred. The Company agrees to assign temporary work on the basis of seniority, except in an emergency or when operations require specialized skill or experience.

G. Any employee who is or has been transferred or promoted to a position which is normally excluded from the bargaining unit as listed in Article I - Recognition, shall continue to retain and accumulate seniority for a period not to exceed six (6) months from the date of such transfer or promotion without the payment of union dues. However, if the employee's new position involves regular and substantial performance of production and maintenance work, the employee may retain and accumulate seniority for a maximum of one (1) year, including the above mentioned six (6) months, provided such employee pays a service fee to the Union which shall not be in excess of the regular monthly union dues.

H.1. DEPARTMENT SENIORITY BUMPING PROCEDURE: In the event an employee is laid off or bumped from his/her job, he/she may exercise his/her seniority by bumping an employee with less seniority on the same job or on another job as follows:

a. Own Job

- i. Bump an employee with the lowest seniority in the same job classification on same shift.
- ii. If there is no employee on the same job on the same shift with lower seniority, the employee may bump the employee with the lowest seniority on the same job in the department.

b. Another job (as an alternative to item a)

- i. Bump the employee with the lowest seniority on the same shift in another job if

The employee has satisfactorily filled the job previously so no further training is necessary except for a brief period of reorientation when the Company feels it is necessary, and The Company feels the employee is capable of performing the duties of the job.

- ii. If there is no employee with lower seniority on the same shift in another job for which the employee qualifies, the employee may bump the employee with the lowest seniority in the department if

- iii. The employee has satisfactorily filled the job previously so no further training is necessary except for a brief period of reorientation when the Company feels it is necessary, and the Company feels the employee is capable of performing the duties of the job.

- iv. In cases of lay-offs expected to last two (2) weeks or more, employees in job grades 9 or above may bump any employee with lower seniority if the employee has satisfactorily filled the job previously so no further training is necessary except for a brief period of re-orientation when the Company feels it is necessary, and the Company feels the employee is capable of performing the duties of the job.

- H.2.** If an employee is unable to exercise seniority as provided above, the employee may bump into any position in the department which is filled by an employee with less seniority in the department provided the junior employee is probationary. However, if there is no probationary employee in the department, an employee with five (5) years seniority in his/her department may bump the employee in his/her department with the least seniority, provided the lay-off is expected to last two (2) weeks or more.
- H.3.** In the event of lay-offs in any department, expected to last less than one week, seniority rights as provided in H.1, or H.2 shall not be effective until the beginning of the employee's regular shift following one (1) elapsed full shift of lay-off.
- H.4.** Lay-offs in job grades 9 or above will be based on length of time in a job rather than by department seniority.
- I.1.** All job vacancies will be posted on that department's bulletin board or in the bid book as the vacancies occur and the shop steward will be notified of said posting. The Company agrees to notify employees who are not working during the posting period of the vacancy. This notice of job vacancy will remain posted for a period of three (3) working days and at the end of that time will be removed and the job awarded in accord with the following procedure.
- I.2.** It is agreed that jobs will be awarded on the basis of the most senior employee who is qualified and capable. In job grades 9 and above, the senior employee must have clearly demonstrated the necessary aptitude for a vacant job before being offered a trial on the job.
- I.3.** In the event that no one in the department bids on the job, the job vacancy will be posted plant wide for three (3) days. Interested employees must apply with the HR Manager or Mill Manager. If a job vacancy is not filled through the job posting procedure, the Company may assign the least senior employee or new personnel, or hire from the outside.
- I.4.** It is further agreed that probationary employees are not eligible for job bidding until the completion of their probation period. It is also agreed that an employee may occupy by bid award only two (2) different job classifications in any twelve (12) month period and must have filled the job from which they are bidding for a period of no less than four (4) months. Exceptions to the twelve (12) month period and the four (4) month period may be granted for reasons of health certified by a physician, lay-off, or for other reasons at the discretion of the Company.
- I.5.** It is further agreed that jobs anticipated to last less than sixty (60) days are not subject to the bid procedure but may be filled in a manner best suited for the efficient operation of the department. However, the Company agrees that seniority will be the determining factor except in cases where multiple training is required.
- I.6.** It is understood that job bidding applies only to jobs within the bargaining unit. The Company reserves the right to select and promote to jobs outside the bargaining unit, as it deems proper.

- I.7. When a person is assigned by bid award to a different job classification in the department, having never before been assigned to that job, there shall be a period of thirty (30) days for the purpose of allowing the employee to return to his/her previous job at any time during such period. The job that the employee leaves will not be permanently assigned to another employee during the thirty (30) day period. For jobs in grades 9 and above, this period shall be for ninety (90) days.

ARTICLE 5. HOURS OF WORK

- A.1. The normal workday shall be eight (8) hours and the normal workweek shall be forty (40) hours. All hours worked in excess of eight (8) in a work day, or in excess of forty (40) in a work week by an employee, shall be paid at the overtime rate of one and one-half times the employee's regular straight time hourly rate for the job classification involved.
- A.2. Time and one-half premium rate shall be paid for hours worked on Saturday and double time premium rate shall be paid for hours worked on Sunday by employees whose scheduled work week is Monday through Friday.
- A.3. Time and one-half premium rate shall be paid for hours worked on the sixth (6th) consecutive day, and double time shall be paid for hours worked on the seventh (7th) consecutive day by employees whose scheduled work week is other than Monday through Friday. The Company may schedule other workweeks as it deems appropriate, the terms of which are negotiable.
- A.4. This section shall not be construed to apply to employees who work on Saturday and/or Sunday, who work on the sixth (6th) consecutive day and/or the seventh (7th) consecutive day, after voluntarily failing to work one of their scheduled workdays during their work week. In such instances, employees who are excused by prearrangement with management, and/or laid off by the Company for two days or less during the work week, shall not be considered to have voluntarily failed to work.
- B. It is understood that each employee shall give a full measure of work during working hours, and the Union agrees to full cooperation with the Company in securing compliance with this provision. As the end of any working period approaches, all employees shall continue at their regular work until the quitting signal is given at the end of the work period.
- C. If the company fails to notify an employee that the employee will not be needed on his next shift and the employee reports for work, the employee shall be given not less than four (4) hours work at the employee's regular rate of pay, the work to be designated by the Company. If such should occur at a time falling within an overtime period, the employee will receive the overtime rate.

The Company shall be relieved of this obligation if:

They have made a reasonable effort to notify the employee at least two (2) hours prior to the beginning of the shift; or no work was available caused by plant closure

due to circumstances beyond the Company's control; such as fire, flood, ice, earthquake, power failure, and the such like.

- D.1.** No overtime work shall be compulsory, and at least one shift shall elapse between shifts for each employee or overtime shall be paid. There shall be no discrimination against employees refusing to work overtime, provided, however, if an employee has agreed to work overtime on a particular occasion and fails to present himself for work on such occasion, his/her absence shall be considered cause for discipline to the same extent as is absence of an employee from a regular shift.
- D.2.** If an employee's regular job is scheduled for overtime, the employee is entitled to the overtime. The Company agrees to assign other overtime on a basis of seniority, as far as it is possible and practical. However, it is agreed and understood that exceptions occur from time to time.
- D.3.** For instance, in cases of emergency, where it is not possible to contact an employee with higher seniority, the overtime may be assigned to an employee with lower seniority.
- D.4.** In cases where an employee declines to work the amount of overtime required, the overtime may be assigned to an employee with lower seniority who will work the required overtime.
- D.5.** In cases where an employee has declined to accept overtime on three consecutive occasions, the employee may be passed over and an employee with less seniority may be assigned the overtime. An employee who has been passed over for this reason who notifies the foreman that he/she desires to work overtime will be assigned overtime on a seniority basis.
- D.6.** Notwithstanding paragraph D1, after using the regular seniority provisions above and the overtime requirements have not been met, the Company may assign overtime starting with the least senior employee who can perform the job up to the number of employees needed, provided notice of at least twenty-four (24) hours has been given. However, once an employee has worked sixteen (16) hours overtime in any one-month or one hundred twenty (120) hours during each calendar year, either voluntarily or assigned, the provisions of D.1 will prevail.
- E.1.** If an employee is to work overtime for two hours or more, he/she will be allowed a 15 minute special break between shifts or within a reasonable time of the shift change to arrange for food or personal needs.
- E.2.** The Company agrees to provide each employee with two (2) breaks per shift of 10 minutes duration each, which breaks may be either scheduled or unscheduled at the discretion of the Company provided however, that one break will be taken during the first four hours of the shift and the second during the last four hours.

- F.** The Company agrees to provide an unpaid thirty (30) minute meal period for each employee during his or her regularly scheduled eight (8) hour shift. This meal period may be scheduled or unscheduled and will be as much as feasible within a reasonable time of the regular lunch period for that shift.

ARTICLE 6. WAGES

- A.1.** Rates of pay for hourly-paid employees shall be provided in the “Wage Scale” marked Exhibit A attached hereto and by this reference made a part of this agreement.
- A.2.** Production Standards are subject to change as changes occur in conditions affecting a particular job.
- B.1.** When an employee temporarily performs work under another classification in own or another department, the following will apply:
- a. When out of work on own job,
 - i. May be assigned another job at own regular rate or the rate on the temporary job, whichever is higher.
 - ii. May voluntarily work at lower paying job at lower rate, if such work available.
 - b. When not out of work on own job, but assigned to another job for the convenience of the Company, the employee will be paid own rate or the rate on the temporary job, whichever is higher.
- B.2.** When an employee’s regular job requires work in two or more job classifications, the employee will be paid at the rate for each classification for hours worked on each classification or a composite rate if there is a constant job mix.
- B.3.** The rates as described in section (B.1 or B.2) will be the basis for determining overtime pay.
- C.** Pay days shall be maintained as of every other Friday. Paycheck stubs can be accessed by employees digitally through the time and attendance system either at home or on the Company's computer systems during break times. Paycheck stubs will be made available in paper copy every pay day. Employees who wish not to have a paper copy will notify the company in writing.
- D.1.** Employees assigned to the second shift shall receive .25 cents per hour shift premium for each hour worked during said second shift. Employees assigned to the third shift shall receive .75 cents per hour shift premium for each hour worked during said third shift.

- D.2.** All work performed by an employee in excess of eight (8) hours in any one day, and all work performed in excess of forty (40) hours per week shall be compensated at the overtime rate, which rate shall be one and one-half times the regular straight-time hourly rate for the job classification involved.
- D.3.** The regular straight-time hourly rate will include the appropriate shift differential for employees regularly employed on the second or third shifts.
- D.4.** If an employee works four (4) hours overtime in any one (1) day on a shift that carries a higher differential than his/her own regular shift, the employee will receive time and one-half based on the higher differential.
- D.5.** If an employee works four (4) hours overtime in any one (1) day on a shift that carries a lower shift differential than the employee's own regular shift, the employee will receive time and one-half based on his/her regular shift differential.

ARTICLE 7. JOB CLASSIFICATION

- A.** It is understood and agreed that the job descriptions contained in the attached wage scale or in any wage scales hereafter adopted by and agreed upon between the Union and the Company shall merely outline the ordinary duties of each classification without attempting to list or forecast the many irregular or emergency tasks it is often reasonable and necessary for an employee to perform in order to fully cooperate in the efficient operation of his/her department. This Agreement contemplates the full cooperation of all employees in respect to such necessary and reasonable irregular or emergency work, wherever there is no detrimental effect on the earnings of the employee.
- B.** For proper placement of the Wage Scale, the Company agrees to review substantial and permanent changes in job classifications resulting from a change in skills required.
- C.** When there is a substantial change in workloads or related wage rates, the Company shall notify the Union, giving a reasonable detailed description of such changes prior to putting the changes into effect. Any disputes regarding existing or new workloads or work assignments shall be handled through the Grievance Procedure.

ARTICLE 8. VACATIONS

- A.1.** For the purpose of a vacation period, the mill will close down for at least one week during the summer months, the exact date to be announced by the Company prior to March 1st each year. Every employee in the first (1st) through third (3rd) year of employment will be required to take one week's vacation during the summer shutdown period each year.
- A.2.** The provisions of Article VIII of the Collective Bargaining Agreement covering the period October 16, 2016 – October 15, 2019 ("Prior Agreement") shall remain in effect to and through December 31, 2019, after which it will be of no further force or effect

with respect to accruals or earning of vacation. The use of vacation earned prior to January 1, 2020, including, but not limited to, any ceilings on the amount accrued or available for use in the year following 2019, shall be subject to and governed by Article VIII as it stood under the Prior Agreement. The provisions set forth in Sections B – G below shall take effect on January 1, 2020, and shall govern the earning of vacation and the payment therefor on and after January 1, 2020, through October 29, 2022 (which is the expiration date of this Agreement).

- B.** Employees will receive their regular hourly rate for vacation pay due.
- C.1.** Basis for Accrual. Vacation shall be earned based on compensated hours excluding overtime hours and prorated on an hourly basis.
- C.2.** Rate of Accrual and Maximum Amount of Vacation Payable. Notwithstanding any other provision in this Article 8 total vacation paid in any calendar year shall not exceed:
 - a. Employees who have not reached their second (2nd) anniversary date will receive .01925 hours of vacation for each full hour worked (excluding overtime hours worked) as a regular full-time employee. This is equal to a maximum of five (5) days of vacation in a full calendar year, and is prorated based on actual hours worked excluding overtime hours.
 - b. Beginning January 1st the year of the second (2nd) anniversary of the employee's hire date; employees will receive .0385 hours vacation for each full hour worked (excluding overtime hours worked) as a regular full time employee. This is equal to a maximum of ten (10) days of vacation in a full calendar year, and is prorated based on actual hours worked excluding overtime hours.
 - c. Beginning January 1st, the year of the fifth (5th) anniversary of the employee's hire date; employees will receive .0577 hours of vacation for each full hour worked (excluding overtime hours worked) as a regular full-time employee. This is equal to a maximum of fifteen (15) days of vacation in a full calendar year, and is prorated based on actual hours worked excluding overtime hours.
 - d. Beginning January 1st, the year of the fourteenth (14th) anniversary of the employee's hire date; employees will receive .0769 hours of vacation for each full hour worked (excluding overtime hours worked) as a regular full time employee. This is equal to a maximum of twenty (20) days of vacation in a full calendar year, and is prorated based on actual hours worked excluding overtime hours.

- e. Employees may borrow up to five (5) days from future vacation earnings in the year they will earn the time.
An employee who accrues vacation pursuant to Section B.2 (b), (c), or (d) of this Article may, in a single calendar year, borrow up to five (5) days from future vacation earnings attributable to that calendar year

C.3. For purposes of vacation accrual, the following events count as hours worked:

- a. Up to 480 hours for hours lost due to maternity, sickness, or off-the-job accidents covered by a leave of absence in writing.
- b. Up to 480 hours for hours lost for which compensation has been received under the Washington State Industrial Insurance and Medical Aid Acts.
- c. Up to 80 hours for hours lost during leave of absence for formal training periods in the Military Reserve.
- d. Up to 8 hours per day or 40 hours per week for hours lost due to jury duty.

D.1. Those employees entitled to a second or fourth weeks' vacation with pay may arrange the time of such second or fourth week in accordance with established procedure in the department, with first consideration being given by both parties to this agreement to the number and work of employees who may be spared from the department at any one time to effect the greatest possible continued efficient operation of the department.

D.2. An employee entitled to a second or fourth week of vacation may be allowed to take such vacation in one day segments, subject to scheduling needs as determined by the Company, and provided the employee gives one week's notice prior to scheduling of such segments, unless otherwise granted by supervision. Maintenance employees, whose vacations are scheduled at time other than the shutdowns, may take those vacations in like manner and conditions as described in this paragraph.

D.3. Preference in such arrangements will be in order of seniority on all written request received prior to April 1 each year. On or after April 1, such written request will be considered in the order of the date on which the request was filed. All such written requests will be filed with the supervisor, on a form provided by the Company.

E. Employees hired after October 15, 2019, consume vacation days as they are taken or as pay is drawn. Once an employee consumes all vacation days, the employee is not permitted to take any paid or unpaid vacation days.

F. Vacation pay accrued will be paid to the surviving spouse of a deceased employee.

G. Employees who terminate will be paid out for any unused accrued vacation.

ARTICLE 9. HOLIDAYS

A. The Company agrees to pay eight (8) hours at the employee's regular straight time hourly rate.

1. New Year's Day
2. President's Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veteran's Day (for qualified veterans)
7. Thanksgiving
8. The Friday after Thanksgiving
9. Christmas Day Eve
10. Christmas Day

B.1. The employee shall receive such payment provided the employee has been employed for ninety (90) days and works his/her shift on the last scheduled work day before and the first scheduled work day after the holiday. No employee shall lose holiday pay if their leave on the last scheduled work day before and/or the first scheduled work day after the holiday was due to illness covered by applicable law.

B.2. However, if an employee is absent on medical leave (including on-the-job illness or injury), supported by a doctor's statement, and the employee returns within thirty (30) calendar days, the employee will receive pay for all missed holidays for which the employee would otherwise be entitled.

B.3. In cases of lay-off, if the employee returns to work on the day requested and has not been laid-off for more than thirty (30) calendar days, the employee will receive pay for all missed holidays for which the employee would otherwise be entitled.

B.4. In cases of tardiness caused by severe weather, if the employee reports for work within 120 minutes of the beginning of the shift, the employee will not be disqualified from holiday pay because of such tardiness if the employee is otherwise eligible.

B.5. No employee shall lose more than two (2) paid holidays due to ninety (90) day qualifying period, nor more than one (1) paid holiday due to failure to work either the last scheduled work day before or the first scheduled work day after multiple holidays occurring within the same qualifying period. However, if an employee fails to work both the last scheduled day before and the first scheduled day after the holidays, the employee will be disqualified for all holidays occurring in that period.

Employees who are late to work on either the day before or on the day following a holiday shall be eligible for holiday pay, provided such lateness does not exceed fifteen (15) minutes.

B.6. Time spent on jury duty shall be deemed as time worked for purposes of qualifying for holiday pay. Likewise, time spent on paid vacation, other than the scheduled mill shut-downs, shall be deemed as time worked for the purpose of qualifying for holiday pay.

- B.7.** In cases of death in the immediate family (as defined in Article XI,B), sickness or injury requiring doctors care, employee doctors appointments, serious illness or injury to child or spouse requiring medical emergency care, or a spouse requiring special emergency care or any FMLA leaves, the employee will not be disqualified from holiday pay if all other qualifying conditions are met. At the Company's discretion, the employee may be required to furnish satisfactory proof of reasons for such absences.

Whenever any of these holidays falls on Sunday, the holiday shall be observed on the following Monday.

- C.** Any work performed on these holidays shall be compensated for at the rate of two (2) times the regular straight time hourly rate of pay for the appropriate job classification.

In the event one of the above holidays fall during the work week, it will be counted as a day worked in figuring overtime for the week.

ARTICLE 10. JURY DUTY

- A.** Any employee who has completed ninety (90) days of service, who is required to perform jury duty will be entitled to reimbursement for hours lost at the straight time hourly rate of the employee's regular job.

- B.1.** If an employee is required to report for jury duty and is excused by the court previous to three (3) hours before the end of the shift, the employee shall report to the Company, as soon as possible, for the purpose of determining if there is work available for the balance of the day. If the employee's regular job is not available, the employee shall perform such other work as may be designated by the Company. The rate of pay for such work will be the employee's regular rate.

- B.2.** Exceptions to the above are as follows:

- a. If a second shift employee is not excused by the court prior to 7:00 p.m. and is required to report for jury duty the next morning, the employee will not be required to report for work as required in B.1.
- b. If a third shift employee serves 5 hours on jury duty and must report the next morning for jury duty, the employee will not be required to report for work as required in B.1.

- C.** The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury pay received.

ARTICLE 11. BEREAVEMENT LEAVE AND PAY

- A.** The Company will grant bereavement leave as required by law.

- B.** An employee who has ninety (90) days of service, shall be granted necessary time off for the purpose of grieving, making the necessary arrangements or attending the funeral when death occurs in the employee's immediate family.
- C.** The immediate family shall be defined as spouse, domestic partner, child, stepchild, mother, father, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, stepparents or stepsiblings.
- D.** Bereavement leave pay shall be paid for three (3) days.
- E.** Bereavement leave pay for hours lost on the employee's regular scheduled shift shall be based on the employee's regular straight time hourly rate.
- F.** No bereavement leave pay will be granted unless the employee notifies the Company and requests leave within fifteen (15) days of the employee becoming aware of the death .If the date the leave will be needed is not known within fifteen (15) days of the employee becoming aware of the death, the employee will notify HR of the death and request for leave, and provide the date as soon as it is known by the employee. Bereavement leave and pay shall be requested on the form provided by HR. Bereavement leave must be taken within sixty (60) days of the death. In order to process payroll request, the employee must furnish proof of relationship and proof of death to HR.

ARTICLE 12. LEAVES OF ABSENCE

- A.** Leaves of absence up to a maximum of ten (10) working days may be granted by the department supervisor upon request by an employee. Personal leaves may be granted if the employee's services are not urgently required and in the case of a request for medical leave, medical proof must be furnished.
- B.1.** Leaves for more than ten (10) working days, but not more than thirty (30) calendar days, may be granted by the Company, but must be requested from the Personnel Office on the forms provided therefor. Requests for extensions of up to thirty (30) calendar days of any leave beyond the original leave expiration date must be made in like manner before the expiration of the original leave.
- B.2.** In cases where a thirty (30) day leave or an extension thereof are not granted, the request will be reviewed by a committee if the employee so requests such review. The committee will be composed of two members appointed by the Company and two members appointed by the Union.
- C.** All leave requests for accident or sickness must be accompanied by a medical statement of the necessity for such leave. The Company, at its discretion, may grant leaves for more than thirty (30) calendar days if the medical statement warrants such extension.
- D.** Any employee leaving the bargaining unit to take a full-time job with SEIU Local 49 will be granted a six months' leave of absence.

- E. Employees on a leave of absence must return to work on their next scheduled shift after the expiration of such leave or be considered AWOL. Engaging in other employment, or any other activity not consistent with the purpose of the leave, will be considered as a termination.

ARTICLE 13. CHECK-OFF DUES

- A. Upon receipt of a written signed order from each Union member, the Company agrees to deduct from his/her pay, and transmit to the Union, the regular monthly dues uniformly required by the Union which he/she may lawfully owe. Employees electing to contribute additional contributions to the Committee on Political Education (COPE) shall require a separate authorization for this deduction. Such an assignment may be revoked in writing by the Union Member at any time. Until such assignment is revoked, the Company shall remit to the Union the dues and (COPE) contributions deducted, pursuant to such assignment at least once each calendar month together with a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. The Union shall promptly acknowledge receipt thereof in writing.
- B. The Union agrees to save the company harmless from any actions against the Company growing out of these deductions, and assumes full responsibility for the disposition of such funds once they have been remitted to the Union.

ARTICLE 14. UNAUTHORIZED STRIKES OR LOCKOUTS

- A. Neither the Union nor any of its officers shall become liable for any strike unless the strike is expressly authorized or ratified in writing by the general president of the Union. A copy of said writing shall be sent to the Company.
- B. In the event of an unauthorized strike, the Union agrees to take the following steps: The Union will endeavor to secure a return of the strikers to work. The general president of the Union shall, within twenty-four (24) hours of the time he is notified by the Company of the existence of a strike (Saturday, Sundays and holidays excepted) telegraph, by direct wire, a statement to the Company at Pendleton, Oregon addressed to its employees, advising them that the strike is unauthorized and that they should return to work immediately or the executive head of SEIU Local 49 shall, within twenty-four (24) hours (Saturdays, Sundays and holidays excepted) of the time he is notified the Company of the existence of a strike, send by registered mail a written statement to the Company at Pendleton, Oregon addressed to its employees, advising them that the strike is unauthorized and that they should return to work immediately. The Company shall be free to publicize the contents of either or both of the above referred to statements any manner it chooses.
- C. The Company shall have the right to discipline or discharge any employees who may engage or participate in any unauthorized strike. It is understood that the Company's sole remedy for a breach of this Article shall be to discharge or discipline the employees

engaging or participating in an unauthorized strike. Such discipline or discharge may be the subject of a grievance under the provisions of Article II (E) hereof.

- D. It is also understood and agreed that any lockout not expressly authorized or ratified in writing by the President of the Company (a copy of which shall be sent to the Union) shall be deemed for all purposes an unauthorized lockout for which there shall be no liability on the part of the Company.

ARTICLE 15. RETIREMENT PLANS

Pension Plan

- A. The Company provides a pension plan for eligible employees as set forth in the Pendleton Woolen Mills, Inc. Hourly Employee's Pension Plan and Trust, and subject to all terms and conditions thereof. Employee contributions are not permitted in this plan.
- B.1. Benefits were not accrued under the Plan for any participant during the calendar years 2011, 2012, or 2013. Accrual of benefits under the Plan resumed effective January 1, 2014, at which time participants in the Plan started accruing benefits, at the Plan's current accrual rate, based on Hours of Benefit Service earned on and after January 1, 2014. Benefits accrued under the Plan in 2014, 2015, and 2016 will be added to the benefits accrued through 2010.
- B.2. Accrual of benefits under the Plan stopped on January 6, 2017, and no additional benefits will accrue for any plan participant thereafter. Plan participants will continue to earn service for vesting of previously accrued benefits.

401k Savings Plan

- C. The Company provides a savings plan for eligible employees as set forth in the Pendleton Woolen Mill 401k Savings Plan for Hourly Paid Employees, and subject to all terms and conditions thereof.
- D. Company and Employee contributions are permitted in the Plan. All years of service earned by plan participants will apply toward vesting in Company contributions.

ARTICLE 16. TECHNOLOGICAL DISPLACEMENT COMPENSATION

- A.1. Whenever a change of equipment, method or process causes the permanent elimination of one or more jobs, the Company will so notify the Union in writing and the following conditions will apply.
- A.2. The Company will notify employees when displacement may occur and will offer to all employees in the department an opportunity to apply voluntarily for Technological Displacement Compensation. Those who apply will be paid Technological Displacement Compensation and exited in descending order of seniority, but only up

to the number of jobs eliminated. Such exits will reduce the number of employees who must then be involuntarily displaced.

- A.3.** Any employee who must be involuntarily displaced will be taken from the bottom of the department seniority list and placed on technological lay-off. Such employees will then have the following choices:
- a. To accept other suitable bargaining unit jobs if such jobs become available during a period of six months. (During this period the Company will try to provide such jobs.)
 - b. To accept Technological Displacement Compensation immediately, or at any time during a period of six months, and be exited.
- A.4.** If a technologically laid off employee accepts a bargaining unit job offered by the company, the employee will be transferred to it at the regular rate of pay for the new job. If the employee holds no seniority in the new job to which he/she is transferred, his/her seniority in that job will begin as of the date of transfer. If the employee works a total of ten (10) shifts at the new job without notifying the Company in writing of his/her desire to return to his/her former status under this clause, he/she will be deemed to have accepted the new job and the obligation of the Company to pay him/her Technological Displacement Compensation will automatically be canceled, but for this instance only. Those employees technologically displaced who accepts jobs in the same or other departments with a loss of seniority will receive, after one year in such job or jobs, a payment equal to one-half to Technological Displacement Compensation provided in Section (C) of this clause.
- A.5.** If, by the end of six months from the date when an employee is technologically laid off, he/she has not accepted another bargaining unit job, or another such job has not become available, then he/she must accept Technological Displacement and be exited.
- B.** When an employee accepts Technological Displacement Compensation, he/she will lose all seniority rights and his/her seniority and continuous service with the company will end.
- C.** Technological Displacement Compensation will be a lump sum payment equal to the employee's number of years of continuous employment multiplied by the current maximum weekly benefit rate being paid under the State of Washington Employment Security Act at the time of displacement.

ARTICLE 17. INSURANCE PLANS

Medical, Dental, Vision and Life Insurance

- A.1.** These benefits are provided by the Amalgamated National Health Fund and subject to all the terms and conditions thereof, which the Company agrees to adhere to.
- A.2.** Eligibility for coverage is effective the first day of the month following sixty (60) days of service.

A.3. Required monthly contributions are determined by the Trust's Board of Directors.

- a. During the term of this agreement, monthly contributions toward Amalgamated National Health Fund's 90/80 Plan will be paid by the Employer as follows:

January 1, 2020	\$1131.45
January 1, 2021	\$1177.05
January 1, 2022	\$1224.55

- b. The employee's portion of the monthly contribution will be paid by pre-tax payroll deduction through the Company's Cafeteria Plan.

The Company's monthly contribution will not exceed the amounts set forth above, irrespective of any increase in the premium. The employee's monthly contribution shall be the amount necessary to pay the difference between the Company's monthly contribution and the applicable monthly premium. Premium payments will not be based on a shared percentage.

Non-Occupational Disability Insurance

- B.1.** Effective the first day of the month following ninety (90) days of service the Company shall make available to its employees the non-occupational disability benefits as are set forth in the contract between the Company and the insurance carrier selected by the Company and subject to all terms and conditions thereof.
- B.2.** The weekly benefit shall be (\$200.00) two hundred dollars per week, effective November 1, 2010.
- B.3.** The Company agrees to pay that part of the premium so that the resulting cost to the employee is \$7.25 per month, effective November 1, 2010.

Coverage in the event of leave or layoff

- C.1.** The Company shall continue its contributions to the Trust for up to six (6) months in case of sickness or accident leave and three (3) months in cases of layoff. Said months will be counted beginning with the first day of the month next following the month in which leave or layoff is effective.

ARTICLE 18. PERSONAL RIGHTS, HEALTH AND SAFETY

- A.** In accordance with the long-standing principles and practices of the Company and the Union, there shall be fair treatment of and among employees and qualified applicants regardless of race, color, creed, sex, age, disability or national origin.
- B.** The Company shall make all reasonable provisions for the safety and health of its employees during the hours of their employment, and the Union will cooperate with the Company in encouraging all employees to observe all safety regulations and to work in a safe and healthful manner.

- C. The Safety Committee will include an equal number of members from management and from elected members of the bargaining unit. The chairperson, shall be elected from its members by the committee. The committee will meet once a month and also conduct safety surveys on a regular basis. The committee will review all accidents and make recommendations to the mill manager regarding the safety and health of all employees.
- D. Appropriate employees shall receive formal first aid training, and other such training that may be required, at Company expense.

ARTICLE 19. SEPARABILITY

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree to immediately negotiate a substitute, if possible, for the invalidated article, section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term thereof.

ARTICLE 20. TERMINATION AND REVISION

This Agreement shall be in full force and effect and binding upon the parties hereto from October 16, 2016 to and including the 15th day of October 2019 and for one (1) year periods thereafter unless either party desiring to terminate or modify the Agreement serves a written notice upon the other of the proposed termination or modification of the Agreement not less than Sixty (60) days prior to October 15, 2019 or October of any annual anniversary thereafter. In the event that notice to terminate is so given, this Agreement shall be terminated upon the ensuing October 15, 2019 or on the October 15 of any year thereafter.

Effective October 30, 2019 there will be seventy cents (.70) per hour wage increase.

Effective October 30, 2020 there will be fifty cents (.50) per hour wage increase.

Effective October 30, 2021 there will be fifty cents (.50) per hour wage increase.

A single one-time lump sum payment of \$800.00 to each current employee employed as of November 6th provided the entire package is ratified by November 6, said sum to be payable on November 15, 2019.

In the event that negotiations following any reopening do not result in mutual agreement by the said anniversary date of this agreement, either party shall have the right to take such economic action as is otherwise legal as it may elect, provided that such party notifies the other in writing at least ten days prior to taking such action of its intent to do so, in which case the provisions of the Article shall be considered waived.

ARTICLE 21. LABOR MANAGEMENT COMMITTEE

- A. Labor Management Committee (LMC) will be formed for the purposes of sharing information and discussing workplace issues. The LMC will consist of up to three (3) management representatives and up to three (3) union representatives. Each party will choose their own representatives.
- B. The LMC will meet when necessary but not to exceed twice per year for up to one (1) hour, unpaid time. Guests may attend by mutual agreement.

IN WITNESS WHEREOF, Union and Company have executed this agreement this

_____.
Pendleton Woolen Mills

By _____

Rolan Snider
VP, Textile Manufacturing

SEIU Local 49

By _____

Meg Niemi
President, SEIU Local 49

PWM Bargaining Committee Members

John Boston
Melissa Briton
Steve Dethlefs
Peter Hatfield
Brent Saylor
Julia Strand

Union Bargaining Committee Members

Tonya Bashworth
Maxine Batchelder
Charlotte Cecil
Casey Filice
Joyce Foster
Joseph Funck
Matthew Johnson
Bashar Kassar
Alan Meindersee
Shari Morse
Cherie Poolsiri

ARTICLE 6. EXHIBIT A
PENDLETON WAGE SCALE

	10/30/2019	10/30/2020	10/30/2021
<u>WEAVE</u>			
Weave Technician #1	\$20.09	\$20.59	\$21.09
Weave Technician #2	\$19.47	\$19.97	\$20.47
Weave Technician #3	\$18.86	\$19.36	\$19.86
Weave Operator	\$18.29	\$18.79	\$19.29
Yarn Control	\$18.03	\$18.53	\$19.03
Sewer	\$17.93	\$18.43	\$18.93
Dresser	\$17.93	\$18.43	\$18.93
Rewind Operator	\$17.78	\$18.28	\$18.78
Material Handler	\$17.78	\$18.28	\$18.78
Minimum Starting Rate	\$17.13	\$17.63	\$18.13
<u>YARN</u>			
Yarn Technicians #1	\$20.09	\$20.59	\$21.09
Yarn Technicians #2	\$18.14	\$18.64	\$19.14
Yarn Operator	\$17.87	\$18.37	\$18.87
Minimum Starting Rate	\$17.13	\$17.63	\$18.13
<u>MAINTENANCE</u>			
Maintenance #1	\$20.09	\$20.59	\$21.09
Maintenance #2	\$18.80	\$19.30	\$19.80
Maintenance #3	\$17.78	\$18.28	\$18.78
Minimum Starting Rate	\$17.13	\$17.63	\$18.13

New employees will progress from minimum starting rates to the rates for jobs as shown in the wage scale as follows: In 30 days for Grades 1-4; in 60 days for Grades 5-9; and in accordance with the employee acquiring the necessary skills in the judgment of the Company for Grades 10 and above.

Employees bidding on new jobs or transferring into new jobs will start at their present rate or the rate of the new job, whichever is lower. Progression to the rate of the new job shall be as above.

The company reserves the right to assign a lead role and pay in order to cover a supervisor's absence. Lead differential pay is an increase of \$1.00 per hour more than the current rate of pay.

APPENDIX A: EMPLOYEE PRIVACY AND IMMIGRATION RIGHTS

Section 1. Non Discrimination

The Union is obligated to represent all employees without discrimination based upon national or ethnic origin. The Union is therefore obligated to protect employees against violation of their legal rights occurring in the workplace.

Section 2. Notification

The Employer shall notify the Union, unless otherwise prohibited by applicable law, judicial order, or governmental agency direction, by phone or email to a Union Representative, as quickly as reasonably possible, and no later than twenty-four (24) hours after, any Department of Homeland Security ("DHS") or U.S. Immigration and Customs Enforcement ("ICE") agent, or successor agency, appears on the Employer's premises to enable a Union representative or attorney to take steps to advise employees of their legal rights. Additionally, the Employer shall notify the Union as soon as reasonably possible by phone or email, and no later than twenty-four (24) hours after, receiving notice from the DHS, ICE, or the Social Security Administration that an audit of employee records (for any purpose) is scheduled, proposed, or contemplated, and the Employer shall provide the Union with any list received from such governmental agencies identifying employees with documentation or Social Security problems, unless such notification is prohibited by applicable law, or judicial order.

Section 3. Information

The Employer shall not provide any employee's personal identifying information to a third-party without an employee's express consent or unless required by applicable law, including subpoena, court order, discovery obligation in litigation, statutory, or regulatory obligation.

Section 4. Absence for Immigration Proceedings

If an employee claims they are re authorized to work in the United States but requests a leave of absence to handle proceedings relating to immigration matters, the Employer will provide the employee a leave for up to ninety (90) days as a form of a reasonable accommodation. Upon the expiration of the ninety (90) days, the Employer will reinstate the employee to the same position if it is still available. If the employee's position is unavailable due to business circumstances, the Employer will offer the employee an available position for which the employee is qualified, if one is available. If no position is available, the Employer will keep the employee on leave until a position for which the employee is qualified becomes available. The Employer may grant at its discretion an additional extension of the leave up to an additional ninety (90) days if the employee's request is made in writing with proof that additional time is required. The request for additional extension of the leave may be made by the Union on behalf of the employee or another individual previously identified by the employee to the Union as a representative. The Employer may require documentation of appearance at such proceedings and/or updated documentation of valid authorization to work in the United States. The employee shall not be entitled to benefit accrual during the above leave period.

Section 5. Change of Name or Social Security Number

Employees shall not be discharged, disciplined, or suffer loss of seniority or any other benefit or be otherwise adversely affected by a lawful change of name or Social Security number unless the Employer is required to do so by applicable law. Notwithstanding, the Employer may discharge

or discipline an employee if the Employer reasonably determines that an employee submitted false or fraudulent information to the Employer.

Section 6. No-Match Letter

A "No-Match" letter from the Social Security Administration shall not itself constitute a basis for taking adverse action against an employee or for requiring an employee to re-verify work authorization. The Employer shall promptly forward a copy of any "No-Match" letter that it receives to the Union and to affected employee (s).

Section 7. DACA

Notwithstanding any other provision herein, an employee may not be discharged or otherwise disciplined because the employee has work authorization through the Federal Deferred Action for Childhood Arrivals (DACA) program, if such authorization is currently valid under applicable law and accompanied by an unexpired work authorization document.

APPENDIX B: PAID SICK LEAVE POLICY

Bargaining Unit Employees in the Pendleton, Oregon Mill accrue one and one-third (1-1/3) hours of paid sick leave for every forty (40) hours worked. Accrual begins on the first day worked and employees are eligible to use accrued sick leave after ninety (90) days of employment. Leave will be paid at the employee's regular, straight time hourly rate of pay.

At the end of the calendar year, the company will roll over up to forty (40) hours of an employee's accrued and unused sick time. Upon an employee's written request the company will payout any amount requested of accrued and unused sick time and the employee's regular rate of pay, rather than rolling over to the next year. Employees must provide written notice of their request for payout by December 31.

Sick leave may be used in quarter hour increments for:

- Diagnosis, care, or treatment of an employee's (or an employee's family member's) mental illness, physical illness, injury, or for preventative care.
- Care of an infant or newly adopted child or placement of foster child, or for a child over the age of 18 if the child is incapable of self-care because of a mental or physical disability.
- Any qualifying leave reason under the Family and Medical Leave Act or the Washington Family Leave Act.
- Bereavement for the death of a family member.
- Reasons related to domestic violence, sexual assault, harassment, or stalking of employee or employee's minor child or dependent.
- Closure of employee's place of business, or the school or daycare of employee's child, by order of a public official due to public health emergency.
- Self-care or care for family member if a public health authority of Health Care provider determines the employee's or employee's family member's presence in the community is a risk to others.

- Any law or regulation that requires the Company to exclude an employee from the workplace for health reasons.
- For employees employed in Oregon only, any other reason mandated by the Oregon Sick Leave Law, ORS 653.601 to 653.661.

Employees shall comply with all notification requirements and procedures relating to absences from work.

Sick leave is not paid out upon termination of employment and cannot be converted to cash. Employees who leave employment and are rehired within 180 days will have their previously accrued and unused time reinstated upon rehire. The reinstated leave is available for immediate use provided the employee has been employed at least 90 days of the combined periods of employment.