

AGREEMENT BETWEEN
RECOMPOSE, PBC
And
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 89

In effect from April 11, 2022

To

April 11, 2026

ARTICLE 1 – AGREEMENT

1.1 This Agreement is entered into this 11th day of April, 2022, between Recompose, PBC (hereafter the "Employer") and the International Brotherhood of Electrical Workers, Local Union No. 89, (hereafter the "Union").

1.2 The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Employer and the Union. The parties to this contract agree that it shall have force and effect as between them as herein named and described and that this contract, for any part of its term, shall be binding on the parties.

1.3 This Agreement represents a complete and final understanding between the Employer and the Union, and it shall be effective as of April 11, 2022, and remain in full force and effect through 12:00 a.m. April 11, 2026, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary date thereafter, either party gives written notice to the other of its desire to terminate or modify any or all of its provisions.

1.4 Notices permitted or required to be served by one party upon the other party under the provisions of this Agreement shall be sufficiently served for all purposes herein, when mailed by certified mail, postage paid to the IBEW Local 89, PO Box 2349, Mount Vernon, WA 98273, for service upon the Union; and to Recompose, PBC, PO Box 12121, Seattle, WA 98102, for service upon the Employer, and the date of the receipt of such notices shall be the controlling date for the purposes hereunder. As an alternative, either party may send relevant documents via e-mail with return receipt requested. Each party shall promptly inform the other party of any change in the addresses set forth in the Section.

1.5 It shall further be provided that this Agreement shall be subject to such changes and modifications during its term as may be mutually agreed in writing signed by the parties hereto.

ARTICLE 2 – RECOGNITION

2.1 The Employer recognizes the Union as the exclusive collective bargaining agent for all regular full-time and part-time Natural Organic Reduction ("NOR") Operators employed by the Employer out of its present and future place(s) of business in Washington (excluding all guards, watchmen, professional employees, managerial employees, confidential employees and supervisors as defined in the National Labor Relations Act).

2.2 The Union shall be the exclusive bargaining agent in all matters of wages, hours and employment conditions in the application of this Agreement to the employees within classifications as set forth herein.

2.3 The Union agrees to act fairly and impartially for all employees for whom it shall be the bargaining agency.

2.4 The Employer agrees to meet with the properly accredited officers, representatives, and/or committees of the Union on all questions or grievances arising hereunder as set forth herein.

ARTICLE 3 – SHARED INTEREST

3.1 The Employer and the Union have a common and sympathetic interest in the natural organic reduction industry. Therefore, a working system and harmonious relations are necessary to retain and improve the relationship between the Employer, the Union and the Public. Progress in industry demands a mutuality of confidence between the Employer and the Union. All will benefit by continuous peace and by adjusting any differences by rational common-sense methods.

3.2 The Employer and the Union agree to move forward toward an environment of mutual commitment and cooperation. To achieve this goal, we must meet internal and external customer needs as efficiently and effectively as possible through the use of quality practices in the way we do business with our customers and each other. We will create an environment where employees are comfortable in voicing their opinions, giving feedback, and offering solutions. We will encourage employees to take part in the decision-making process which affects their work environment.

3.3 We believe this commitment of working together in a spirit of mutual respect and responsibility will help ensure Recompose's success as a business and enhance the security and job satisfaction of its employees.

ARTICLE 4 – UNION SECURITY

4.1 The Employer agrees that all employees covered under this Agreement except those who opt out as religious objectors or Beck objectors, shall, as a condition of employment, thirty-one (31) days following the beginning of their respective employment, or the effective date of this Agreement, whichever is later, become and remain members of the Union in good standing. Non-members shall be responsible to the Union for any costs of services and direct representation, including attorney fees, provided by the Union on behalf of the non-member to the fullest extent permitted by law.

4.2 Within fourteen (14) calendar days of the date of hire of a new employee who falls under the scope of the recognition clause of this Agreement, as defined in Article 2 Recognition, the Employer will provide notification to the Union. Such notice will include the employee's name, position, date of hire, work phone number and email address, home phone number and email address, and home mailing address. The Union will be allowed a reasonable amount of time during the new-hire orientation to present applicable Union issues. The Employer and the Union will schedule the Union new hire orientation. Unless mutually agreed between the

Union and the Employer, the Union new hire orientation shall be scheduled for no more than two (2) hours.

4.3 The Employer shall deduct Union dues from the pay of each member of the Union who voluntarily executes a wage deduction authorization form. The Employer shall transmit properly deducted dues to the Union once each month. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing dues deductions for the payment of Union dues hereby indemnify and hold the Employer harmless for all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction for Union dues (or non-member costs) made from the wages of employees under this Agreement. Employees may revoke their authorization for payroll deduction annually.

4.4 The Union agrees that the Employer shall not terminate employment under the security clause provisions of this Agreement until written notification is received from the Union that an employee has failed to pay the required dues as provided herein above. In the event an employee is terminated pursuant to this provision, the Union shall hold harmless and indemnify the Employer from any claims made by the employee in connection with their termination.

ARTICLE 5 – EMPLOYER RIGHTS

5.1 The Employer has and will retain the exclusive right and power to manage its business and direct the working forces, including but not limited to the right to hire, classify, grade, suspend, reassign, layoff, promote, demote, transfer, assign or reassign work functions, establish or discontinue functions and programs; determine the utilization of technology; establish and modify the organizational structure; schedule working hours and assign overtime; determine the number of personnel; contract with vendors for goods and services; and discipline or discharge for just cause, unless otherwise provided within the terms of this Agreement. Nothing in this Agreement is intended to or is to be construed in any way to interfere with the recognized prerogative of the Employer to manage and control the business.

5.2 The parties recognize that all employees covered by this Agreement shall perform the services and duties prescribed by the Employer and shall be governed by Employer rules and policies, provided that such rules and policies are not inconsistent with this Agreement.

ARTICLE 6 – SENIORITY AND CONTINUOUS SERVICE

6.1 Seniority shall be defined as the total length of continuous time worked by an Employee in the bargaining unit. Seniority shall be used to determine priority for the selection of days off, layoff, and rehire.

(a) For Employees who were employed in bargaining unit positions on the date of the initial ratification of the Agreement, their seniority will be determined based on their original date of hire with the Employer.

(b) For Employees with the same date of hire with the Employer, their seniority will be based on their date of acceptance of the job offer.

(c) Temporary or Probationary Employees who become Regular Employees shall use their original date of hire as a Temporary or Probationary Employees for seniority purposes.

6.1.1 Work Schedules, including scheduled days off and holiday work, shall continue to be determined by collaboration between Employees and Management. In cases where collaboration is not successful, seniority shall be used to determine work schedule preference.

6.2 Continuous service shall be defined as the period of continuous time worked by an Employee for the Employer in a bargaining unit position, which period shall begin with the first day of the Employee's most recent continuous employment by the Employer in such a position. Continuous service shall be used for the determination of wage progression, per the chart in Article 10. The date of beginning continuous service shall be retained and the term thereof shall remain unbroken in the event of layoff not exceeding ninety (90) days, or a leave of absence not exceeding ninety (90) days. Upon return to active employment from layoff or a leave exceeding ninety (90) days, the Employee's date of beginning of continuous service shall be adjusted to reflect the period of absence on layoff or personal leave.

6.3 An Employee's seniority date will not be affected by absence from work for any of the following reasons:

(a) Illness or injury under approved medical or sick leave.

(b) Injury covered by Worker's Compensation.

(c) Time spent on approved leave of absence for service in the Armed Forces of the United States, provided the Employee returns to the Employer's service within six (6) months of first becoming eligible for release from military service.

(d) Jury Duty.

(e) Layoff, provided the Employee is re-employed by the Employer within a period of one (1) year following such layoff.

(f) A regularly approved leave of absence for reasons other than sickness, occupational injury, jury duty, or military service, provided such personal leave of absence does not exceed ninety (90) days in length.

6.4 An Employee shall forfeit all accrued seniority and, if re-employed subsequently, shall have the seniority of a new employee under any of the following conditions:

- (a)** When the Employee resigns employment with the Employer.
- (b)** When the Employee returns to the bargaining unit after voluntarily transferring outside the bargaining unit.
- (c)** When a Regular Employee is discharged for just cause.
- (d)** When the Employee is laid off for a period exceeding one (1) year.
- (e)** When, following layoff, the Employee fails to report for work as specified in the recall notice, provided that the reporting date is a minimum of two (2) weeks after registered mailing to the last address in the personnel file.
- (f)** When absent on a regularly approved leave of absence for longer than the maximum period allowed for such a leave under Section 6.3.
- (g)** When the Employee fails to return to work at the expiration of a leave of absence.

ARTICLE 7 – LAYOFF AND RECALL

7.1 The Employer will give Employees a minimum four (4) weeks' notice of layoff, except that the Employer may choose to pay up to four weeks of severance pay in lieu of notice, so long as the Employees' pay and benefits will not be negatively affected by such payout in comparison to notice. The Employer further agrees to give simultaneous notice to the Union and Employees as to the number of employees, classification and locations affected.

7.2 When layoffs occur because of reduction of force or change in Employer operations, no Employee shall be laid off so long as there is an Employee in the bargaining unit with less seniority occupying a job which the first such Employee is reasonably qualified for and able to perform, in the Employer's judgment. In addition, no Regular Employee shall be laid off until all temporary and contractor employees in positions for which a Regular Employee would reasonably qualify have been laid off.

Laid off Employees shall have the opportunity to fill any existing vacancy with the Employer provided the Employee has the qualifications to perform the new job. If no vacancy exists, a Regular Employee shall have the right to select another job. If the Employer deems the Employee reasonably qualified for the job with a maximum of forty (40) hours of refresher training, and the Employee is senior to the Employee currently filling that position, the more senior Employee shall be placed in that position. The displaced Employee shall have the same rights as the Employee first affected by the layoff.

7.3 Laid off Employees shall be placed on a Recall list and if vacancies occur within a period of one (1) year following such layoff, laid off Employees will be given an opportunity to return to their job at the time of layoff (or other vacant bargaining unit position for which they are reasonably qualified in the Employer's judgment) in order of seniority date. If a laid off Employee is reasonably qualified to fill an existing vacancy, the Employee shall be recalled and given preferential rehire rights prior to the employment of a new hire or the consideration of transfer and promotional requests from active Employees. Such opportunity shall be by means of a registered letter from the Employer delivered to the last address in the laid off Employee's personnel file.

ARTICLE 8 – HOURS OF EMPLOYMENT, OVERTIME, AND OTHER PAY

8.1 A Regular Employee is an employee who is hired without an anticipated end date to their employment, who has completed a six (6) month probationary period, and who is not considered to be a Temporary Employee. Regular Employees may be either Full-Time or Part-Time employees.

(a) A Regular Full Time Employee is generally scheduled to work between thirty-six (36) and thirty-seven and a half (37.5) hours per week. A Full-Time Employee may choose between a four-day and a five-day work schedule, with the hours scheduled split between the workdays, typically as seven-and-a-half (7.5) hour days for a five-day workweek, or nine (9) hour days for a four-day workweek. Upon agreement between the Employee and Supervisor, the hours may be reduced or shifted for either Employee requests or operational needs, so long as the employee does not fall below twenty-nine (29) hours per week. Which days of the week are set for a given Employee's individual schedule will be at the Supervisor's discretion to ensure full coverage for operations, except that if an Employee with more Seniority prefers different days for work, and an Employee with less Seniority has such days, the Employee with greater Seniority can require a change to be made such that they take the schedule of the person with less Seniority.

(b) A Regular Part-Time Employee is generally scheduled to work less than twenty-nine (29) hours per workweek.

8.2 A Probationary Employee is a person hired by the Employer to fill a vacant or newly established regular position in the bargaining unit and has not yet completed six (6) months of continuous employment with the Employer. The retention of a Probationary Employee is at the sole discretion of the Employer, and the Employer may, at its option, terminate the employment of any such employee prior to completion of the six (6) month probationary period without just cause, and such termination may not be grieved.

8.3 A Temporary Employee is an employee hired to work for a limited period, up to twelve (12) weeks, and may work a full-time or part-time schedule. The use of a Temporary Employee is intended to temporarily supplement the regular workforce and is not intended to replace Regular Employees. The Employer may, at its option, relocate or dismiss a temporary employee. The Employer may elect to hire a Temporary Employee into a Regular Employee position, provided existing Regular Employees are considered prior to any Temporary Employees.

Extension of the time frames described herein must be requested in writing and mutually agreed in advance between the Employer and the Union.

If the needs of the business necessitate the use of the temporary employee position beyond the established twelve (12) week limit, or beyond any mutually agreed extension, the Employer shall hire Regular Employees.

Temporary employees who are scheduled to work twenty (20) hours or less per week shall remain classified as temporary and are not subject to Union Security requirements. There will be no benefits paid to a temporary employee unless required by law.

8.4 The Employer shall give Regular Full-Time Employees scheduling preference to ensure each Full-Time Employee has an opportunity to meet a minimum of twenty-nine (29) work hours per week for purposes of qualifying for Recompose medical/dental/vision benefits.

8.5 The Employer shall assign work schedules and post for Employee use no later than one (1) week prior to the scheduled workweek. In the event of a change in schedule, the Employer will make every effort to provide a minimum of seventy-two (72) hours' notice prior to the beginning of the change. If an Employee is required to change their work schedule with less than seventy-two (72) hours' notice, the Employee shall be paid a \$25 schedule change premium per incident, except that if the employee called off will already receive full pay for the scheduled day, the schedule change premium shall not apply.

8.5.1 The minimum seventy-two (72) hours' notice and schedule change premium shall not apply when the schedule is changed by mutual agreement between the employee and management. This includes management approval of an employee request for schedule change, approved shift trades between employees, or voluntary weekend coverage.

8.6 Employees shall have regularly designated paid rest periods of fifteen (15) minutes each for each four (4) hours of work, which may be taken intermittently. An Employee that works in excess of five (5) hours on any given day will be given an unpaid meal period. Meal periods shall be scheduled by the Employer for no less than thirty (30) minutes and no more than sixty (60) minutes. Employees may waive a meal period with prior supervisor approval. An employee who misses a rest or meal period must notify their supervisor.

8.7 Any hours worked by a non-exempt employee in excess of thirty-seven and a half (37.5) hours in a workweek, shall be paid at the Overtime rate of one and one-half (1 ½) times the

Employee's regular rate of pay. Hours worked in a workweek exclude periods of paid leave. Supervisor approval is required before working overtime.

8.8 Additional Employment Benefits:

8.8.1 Regular or Probationary Employees shall receive a monthly Wellness supplemental payment of \$100 for full-time Employees or \$75 for Part Time Employees to encourage self-care.

8.8.2 Regular or Probationary Employees will receive either a cash stipend for Transportation/Bus/Parking, or a monthly Metro/bus/public transit pass, at the Employer's discretion. If a cash stipend is offered, Regular or Probationary Employees will receive a monthly supplemental payment of \$100 for Full Time Employees or \$75 for Part Time Employees, and Employer may condition receipt of the stipend upon the use of alternative transportation to work, such as carpooling, public transit, bicycling, etc.

8.8.3 Any Employee required by the Employer to use their personal cell phone for business purposes shall receive a monthly supplemental payment of \$100 for Full Time Employees or \$75 for Part Time Employees.

8.9 Emergency Closure Leave. Each employee may take leave with pay for up to thirty (30) hours per calendar year as emergency closure leave. Such leave may be used when the employee cannot work because the facility the employee is assigned to work at is closed by the Employer as a result of adverse weather or similar emergency conditions. When conditions make travel or commuting unsafe and an Employee is unable to report to work, Management may approve the use of Emergency Closure Leave pay on a case by case basis. Emergency closure leave does not roll over from one calendar year to the next and shall not be cashed out.

ARTICLE 9 – JOB POSTING AND PROMOTION

9.1 The Employer will post all job vacancies in bargaining unit positions, including opportunities for transfer or status change for no less than ten (10) days to allow Employees the opportunity to review and apply for the vacancy. The Employer reserves the right to select the most qualified candidate from any internal and external applicants.

ARTICLE 10 – RATES OF PAY

10.1 The following rate schedule shall be the base hourly rates for all employees covered by this agreement effective the first full pay period after this Agreement is ratified by both parties, except that if any Employee is being paid more than the amount on the schedule that applies to

them at the time of the signing of this Agreement, their rate of pay shall not be reduced by the Agreement but be maintained:

NOR Operator:

<u>Length of Service</u>	<u>Pay Rate</u>
Start (as Probationary Employee)	\$28.21
6-months Continuous Service	\$29.06
1-year Continuous Service (Regular Employee)	\$29.93
2-years Continuous Service (Regular Employee)	\$30.83
3-years Continuous Service (Regular Employee)	\$31.75
4-years Continuous Service (Regular Employee)	\$32.70
5-years Continuous Service (Regular Employee)	\$33.68
6-years Continuous Service (Regular Employee)	\$34.69

10.1.1 In addition to the above increases of step, if inflation as measured by the June 2021 through June 2022 CPI-West-B/C, Urban Wage Earners & Clerical Workers is above 3%, then the amount above 3% will be added to the base hourly rate, up to a maximum of 4%. Examples: if inflation is at 5% on the referenced CPI, 2% will be added to the above wages, to take effect as of Jan 1, 2023. If inflation is at 8% on the referenced CPI, then 4% will be added to the above wages, to take effect as of Jan 1, 2023.

The same calculation will be made for possible increases to base hourly rate as of January 1, 2024, based upon June 2022 to June 2023's 2023 CPI-West-B/C, Urban Wage Earners & Clerical Workers.

The same calculation will be made for possible increases to base hourly rate as of January 1, 2025, based upon June 2023 to June 2024's 2023 CPI-West-B/C, Urban Wage Earners & Clerical Workers.

To avoid any confusion or delay in pay rate changes, on or before December 1 of each calendar year, the Employer shall send the Union a list of the expected pay rates for the following calendar year, including any changes in rates due to the CPI. After review by December 15, both parties shall sign the list of rates, including any new rates, and such rates shall take effect on January 1 of the new year.

10.2 The Employer will determine each newly hired or rehired employee rate of pay according to their job level and skills. However, no employee shall receive less than the base hourly rate for their Continuous Service level.

10.3 The Employer may hire an internal or external candidate as an NOR Coordinator. Such position and job description must be posted internally per Article 9 and may also be listed externally. Any Employee may apply for the role, and if accepted, they shall thereafter receive a pay differential equal to 12% of their hourly pay rate for each hour worked.

10.4 The Employer agrees to pay wages on a biweekly basis, not later than 5 pm on Friday. If a holiday occurs on Friday, the pay shall be available prior to the holiday. Any deviation in the payday must be by mutual agreement between the Employee and the Employer.

ARTICLE 11 – HOLIDAYS

11.1 The Employer recognizes the following holidays:

- Labor Day
- New Years Day
- Juneteenth

Any holiday falling on a Saturday will be observed on Friday. Any holiday falling on a Sunday will be observed on Monday.

11.2 Regular full-time Employees will be granted holiday bonus pay of seven and a half (7.5) hours for the above listed holidays. Employees that work on a recognized holiday will be paid for both the time worked and for the holiday bonus pay. Employees normally scheduled to work more than seven and a half (7.5) hours per day may elect to use other paid time off for the remaining hours or take the remaining hours as unpaid.

11.3 Any eligible Employee who is on an approved paid leave will not be eligible for additional holiday pay, but will not have to utilize PTO for the holiday itself. Any eligible Employee on unpaid leave, either approved unpaid leave or an unpaid suspension, is ineligible for holiday pay.

11.4 Current Employees or new Employees hired in the first quarter of the year, will receive four (4) floating holidays as thirty (30) hours added to their PTO balance upon hire or at the

beginning of each calendar year to use as they choose. New Employees who start after the first quarter will receive floating holidays per the following schedule:

2nd Quarter - 3 floating holidays (as 22.5 hours)

3rd Quarter - 2 floating holidays (as 15 hours)

4th Quarter - 1 floating holidays (as 7.5 hours)

Floating holidays do not carry over, year over year and will expire at the end of each calendar year if not used.

ARTICLE 12 – PAID TIME OFF (PTO)

12.1 To be eligible to take Paid Time Off (PTO), an Employee must meet each of the following:

(a) The Employee must be a Regular or Probationary Employee; and

(b) The Employee must have available PTO, or be within the 24-hour limit to PTO loans, per Section 12.5 below.

12.2 Full-time employees will accrue 150 hours (twenty 7.5-hour days) of PTO per year, if working 37.5 hours per week. All Regular and Probationary Employees accrue PTO hours based upon every hour worked. PTO Accrual will be reported on the employee's bi-weekly pay statement.

12.3 Requests for PTO shall be pre-approved by the supervisor. Employees will provide at least two (2) weeks' notice for requests longer than three (3) days. Requests that do not meet the two (2) weeks' notice shall still be considered and may be approved by the supervisor.

12.4 Employees may carry over a maximum of 37.5 hours (one week) of PTO from one calendar year to the next calendar year.

12.5 Employees may borrow future accrued PTO up to a maximum of 24 hours. Once an employee has borrowed the maximum amount of PTO, no additional paid time off will be granted until the balance of borrowed PTO has been reduced. Employees may request unpaid time off regardless of their existing PTO balance.

12.6 PTO may be used by the hour, day, or for a longer amount of time off.

12.7 Upon leaving the company, Employees will be compensated for unused PTO, excluding any unused floating holidays added to the PTO balance.

12.8 Employees are permitted to donate their PTO to coworkers subject to the following guidelines:

- The need to receive donated PTO time must be related to a catastrophic illness or injury of the employee or a member of their chosen family, or due to another comparably dire and unexpected situation.
- The maximum number of donated PTO an employee can receive is one hundred twelve and a half (112.5) hours, equivalent to fifteen (15) days of seven and a half (7.5) hours each, unless expanded by mutual agreement.
- Each employee may donate up to thirty-seven and a half (37.5) hours, the equivalent of five (5) days of seven and a half (7.5) hours each, unless otherwise mutually agreed upon by both the Employer and the Union.

PTO Donation is not subject to the grievance or arbitration process.

12.9 Up to seventy-five (75) hours, the equivalent of ten (10) days of seven and a half (7.5) hours each, of additional paid leave shall be allowed upon the death of a family member (chosen family or blood relation) per calendar year. Such bereavement leave does not accrue, and unused bereavement leave will not be paid out at the end of employment.

ARTICLE 13 – PAID SICK LEAVE

13.1 The Employer will allow eligible Employees time off from work for paid Sick Leave. Sick Leave is different from Paid Time Off (PTO) as defined in this Article.

13.2 To be eligible to take time off without loss of pay, an Employee’s Sick Leave time must be used for one of the following reasons:

- An absence resulting from an Employee’s mental or physical illness, injury, or health condition;
- To accommodate the Employee’s need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- An Employee’s need for preventative medical care;
- To allow the Employee to provide care for a family member with a mental or physical illness, injury, or health condition;
- To care for a family member who needs preventative medical care;
- When the Employee’s place of business has been closed by order of a public official for any health-related reason, or when an Employee’s child’s school or place of care has been closed for such a reason;
- Mental health days; or
- For absences that qualify for leave under the Domestic Violence Leave Act, Chapter 49.76 RCW.

For purposes of Sick Leave, “family, or “family member” is defined as any chosen family member. Examples might include the following, but Recompose will not challenge an Employee’s definition of “family”:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom the Employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an Employee or the Employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the Employee was a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild;
- A sibling.

13.3 An Employee shall accrue at least one (1) hour of paid Sick Leave for every forty (40) hours worked as an Employee. This accrual period begins on the Employee’s first day, and the Sick Leave can be used at any time after it accrues. Sick Leave may be used in increments of one (1) hour or greater. The Employer shall provide Employees with regular updates and notifications regarding the available Employee’s available Sick Leave through the current pay period by reporting sick leave accrual and use on Employees’ bi-weekly pay statements.

Sick Leave is awarded based on the actual hours worked in each pay period. New Employees become eligible to accrue Sick Leave starting on their first day. Sick Leave will be carried over to the next calendar year, provided it does not exceed the maximum Sick Leave carry over of forty (40) hours.

When there is a separation from employment and the employee is rehired within twelve (12) months of separation from the Employer, whether at the same or a different business location of the Employer, previously accrued unused paid Sick Leave shall be reinstated.

13.4 The Employer does not require the Employee to find or search for a replacement worker to cover hours during which the Employee is on Sick Leave.

If an Employee’s absence is foreseeable, the Employer may require Employees to give reasonable notice of an absence from work. An Employee must provide notice to the Employer at least ten (10) days, or as early as practicable, before the first day paid Sick Leave is used.

If an Employee’s absence is unforeseeable, the Employee must contact the Employer as soon as possible before the required start of their shift, unless it is impractical to do so. If an Employee cannot reasonably provide notice, another person can give notice on the Employee’s behalf.

13.5 For absences exceeding three (3) scheduled Employee workdays, the Employer may request medical verification that an Employee's use of Sick Leave is for an authorized purpose. If requested, verification must be provided to the Employer within ten (10) days after the leave.

13.6 If an Employee is unable to provide verification due to an unreasonable burden or expense, they can instead present:

- An oral or written statement that their absence was allowable, and
- A statement that providing the Employer-required verification would create an unreasonable burden or expense for the Employee.

The Employer must consider the Employee's statement and respond within ten (10) calendar days by either:

- Accepting the Employee's oral or written statement, or
- Providing an alternate method of getting verification.

13.7 For each hour of Sick Leave used, an Employee shall be paid their straight time hourly rate.

13.8 Employees will not receive exit pay-out of any unused paid Sick Leave upon termination of employment.

13.9 The Employer participates in the Washington State Paid Family Medical Leave Act (PFML) program. Employees contribute the employee portion of the premiums via payroll deduction. The Employer pays the employer-required portion of the premium.

ARTICLE 14 – DISCHARGE AND DISCIPLINARY ACTION

14.1 Employees covered by this Agreement who have passed probation shall not be discharged, suspended, or demoted, or otherwise disciplined without just cause. In no instance shall an employee be discharged, suspended, demoted, or otherwise disciplined more than twenty-one (21) calendar days after knowledge of the occurrence unless the Employer can justify a longer time period. If an Employee is on paid or unpaid leave during the time an investigative process would begin, or if an outside entity such as law enforcement or other government entity is performing an investigation, delay due to such leave or such government activity will be presumptively reasonable. Discipline does not include counseling and oral reprimands.

ARTICLE 15 - GRIEVANCE PROCEDURE

15.1 A grievance within the meaning of this agreement shall be any dispute between the parties involving interpretation or application of any provisions of this agreement.

15.2 An aggrieved employee, or group of employees, shall present their grievance, in writing, within fourteen (14) calendar days of its occurrence, or within fourteen (14) calendar days of the grievant(s) becoming aware of the grievance. If such timelines are not met the grievance will be deemed waived by the Union, the employee, and the Employer.

15.3 Issue Resolution. It is in the mutual interest of the Employer and the Union to have potential grievances settled prior to the need for a formal grievance. Accordingly, an Issue Resolution Meeting may be requested with the appropriate manager to attempt resolution of the issue. Attendance at the Issue Resolution Meeting shall be limited to those individuals actually involved with the issue, including a shop steward or other union representative. Any resolution reached shall be final and shall not be considered precedent-setting. In the event no resolution is reached, no record of the meeting shall be used in any ensuing steps of the grievance procedure or arbitration. The subject of any subsequent grievance or arbitration resulting from failure to reach resolution at this meeting shall be limited to the issue addressed in the meeting. If an unresolved issue is to be filed as a grievance, the grievance must be filed within ten (10) calendar days from the date of the Issue Resolution Meeting, or within fourteen (14) calendar days as defined under 15.2, whichever is later.

15.4 In the event of such grievance, it shall be submitted to a Committee consisting of one (1) member representing the Union and one (1) member representing the Employer, within five (5) days, and if they cannot agree, the two chosen representatives shall select a third disinterested party, such as a mediator, within one (1) week. The decision of this Committee shall be made within five (5) days and shall be binding on all parties to this dispute.

15.5 In the event the Committee cannot agree upon the selection of a third party within fifteen (15) days from the date of referral of the controversy to the Committee and the Union indicates its desire to pursue the grievance to arbitration, an arbitrator shall be selected in the following manner; the Federal or State Mediation and Conciliation Service shall be requested by either party to name a panel of seven (7) arbitrators. The parties shall then choose the arbitrator by the Employer and the Union alternately striking a name from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute. The party to strike from the list first shall be determined by coin toss.

15.6 The arbitrator shall be authorized to rule and issue a decision and award, in writing, on the issue presented for arbitration, including the questions of arbitrability of such issue. The arbitrator's decision and award shall be final upon both parties to this agreement. Nothing herein shall authorize the arbitrator to alter the terms and conditions of this Agreement. The fees of the arbitrator shall be borne one-half (1/2) by the Union and one-half (1/2) by the Employer. Each side is responsible for its own attorney's fees.

15.7 It shall be the intention of the parties to settle all differences between the Employer and its employees through the grievance machinery and arbitration in accordance with the provisions of this agreement.

15.8 In order to facilitate the proper handling of grievances, including attending formal or informal grievance meetings, the local Shop Steward, upon prior approval of the Employer and service requirements permitting, will be given reasonable time, without loss of pay during normally scheduled hours, for any meetings with the Employer regarding any grievance pertaining to their area of appointment.

ARTICLE 16 – BULLETIN BOARD

16.1 The Employer shall provide the Union with space for the posting of officially sanctioned Union bulletins and notices.

ARTICLE 17 – INSURANCE AND RETIREMENT

17.1 Regular Employees shall be eligible for participation in the Employer medical plan at no cost to the employee.

These Employees may opt for the Employer PPO plan and pay the difference in cost from the HMO.

Dependent Premiums are paid by the employee.

17.2 Regular Employees shall be eligible for participation in the Employer dental plan at no cost to the employee.

Dependent Premiums are paid by the employee.

17.3 Regular Employees shall be eligible for participation in the Employer vision plan at no cost to the employee.

Dependent Premiums are paid by the employee.

17.4 The Employer shall continue to make a 401(k) Retirement Savings Plan available to all eligible employees continuing at the current 3% employer contribution rate.

17.5 The Employer shall continue to provide an Employee Assistance Plan for employees.

ARTICLE 18 – SAFETY AND SUPPORT

18.1 The Employer agrees to furnish, and the Employee agrees to use, all necessary equipment and devices necessary to maintain the applicable standard of service required by the Employer and to keep in compliance with Federal and State and Municipal Safety and Health Standards.

Such items will be kept in good working condition. The Employer shall determine what items will be used by Employees and necessity for replacement.

18.2 State, Federal, or Municipal laws and regulations affecting safety practices shall be complied with at all times. Employees are strongly encouraged to submit to the Employer comments and suggestions concerning methods of performing work that could reduce the possibility of accidents or injuries at any time.

18.3 The Employer encourages reporting of legitimate safety concerns. If a legitimate safety concern is raised by a Union member covered under this Agreement with their immediate supervisor, the supervisor will inform them, within a short period of time, the next steps that will be taken to address the issue. The Employer agrees to discuss with the Union and attempt to resolve any safety or health concerns in good faith. The Employer shall not discipline or discriminate against an Employee for raising legitimate safety concerns.

18.4 Should an Employee acting in good faith reasonably believe that the conditions in the workplace present an imminent danger of death or serious physical harm to the Employee or to other Employees, the Employee may refuse to work until such conditions are remedied. In such cases, the Employee must notify both the Employer and the Union of such condition or conditions immediately, and the Union and Employer, with the shop steward, will meet within 24 hours to discuss the conditions, if they cannot be remedied before such meeting.

Employees who cannot work due to an imminent danger will be compensated by the Employer for the time they would ordinarily have worked, and if the Employee or Union disagrees with the number of hours so compensated, such question will be subject to the grievance process.

18.5 For any incident and/or accident involving a Union represented Employee, the Union shall be given an opportunity to meet with the Employer to review the Employer's findings. Nothing in this Agreement shall prohibit the Union from conducting its own investigation into a safety condition or safety incident.

18.6 The Employer agrees to make reasonable efforts to provide and maintain a reasonably secure workplace and well-lit parking for all Employees.

18.7 The Employer agrees to provide and maintain an environmentally controlled work space. Break room and restroom facilities will be reasonably clean and shall be environmentally controlled to allow recovery from excessive heat or cold in the work space.

18.8 In instances where an employee is placed on light duty, reasonable efforts will be made to locate and assign alternate work. This could include temporary opportunities to perform work from home or outside of the established NOR functions, depending on Employer need. Upon employee request, any discussion regarding light duty or alternate work options may include a shop steward and/or union representative.

18.9 The Employer shall provide information and training to employees on communicable diseases for any diseases to which they may have workplace exposure. Information and training shall include symptoms, mode of transmission, methods of self-protection, workplace infection control procedures and special precautions, where applicable.

Employees who do not already have Hepatitis B vaccinations, or other applicable vaccinations as determined by the Employer, may receive such vaccinations at the Employer's expense. Employees who neither have Hepatitis B vaccines or other applicable vaccines, nor want them, may be required to sign a waiver to such effect.

18.10 In cases of potential exposure in the workplace which results in the Employee being quarantined due to safety protocols or health reasons, the Employer shall make reasonable efforts to find and assign alternate work, such as that referenced in 18.7. Should the Employer fail to find alternate work, the Employer shall provide up to two (2) weeks of pay without deduction from existing PTO or floating holiday time. In cases of exposure, the need for and duration of quarantine will be determined by the Employer policy, or by the most-current proposed rules put out by the Center for Disease Control, whichever are the most protective at the time of the determination.

ARTICLE 19 – TRAINING AND EDUCATION

19.1 The Employer and the Union recognize the value of training and offering employees additional opportunities to increase their skills. We further recognize that training can increase operational flexibility and add efficiency in addressing the Employer's needs.

New employees shall receive training in the following areas:

- NOR equipment and process
- CANA Cremation Training (until and unless CANA or another certified body creates NOR training);
- Safety Training (per the facility Accident Prevention Plan, currently includes);
 - HazCom;
 - Bloodborne Pathogens;
 - Personal Protective Equipment;
 - Respiratory Protection;
- Privacy/Confidentiality Training;
- Forklift and Scissor Lift Training, as applicable to the role;
- Emotional safety training, in fields such as self-care in the deathcare field, crisis intervention, grief, privilege and bias in the field, and other personal emotional training. All new Employees will receive at minimum a one-hour training on self-care in the first month of employment, as well as training on what to expect to encounter in the NOR workplace. Over the course of their first year, new Employees will be offered a

minimum of six (6) hours of additional training in the field, and after their first year, Employees will be offered a minimum of three (3) hours of additional training in the field yearly. Except for new Employee training, such courses will be optional for Employees.

While the Employer maintains its right to determine training, Employees and Management shall treat Emotional Safety as a collaborative effort to help ensure all employees receive emotional safety training and support to meet their needs.

First Aid and AED training will be offered to Employees approximately once per year as a group.

Existing employees shall receive applicable renewal training throughout the year. Any necessary renewal training must take place on the appropriate schedule based on the nature of the training.

Management will consider additional training opportunities or subjects either at their discretion or upon Employee request. Employee training requests may be made at any time, however, training requests require management approval prior to implementation.

19.2 The Employer, the Union and Employees recognize the importance of Bells Mountain and future conservation land partners. Recompose will arrange one or more voluntary trips to Bells Mountain, or another of Recompose's conservation land partners, and all Regular Employees will be invited to attend one or more such trips on an annual basis.

19.3 Employees will be allowed to participate in an Education Assistance Program which will allow employees to receive up to \$1,000 per year for education assistance, provided the education is relevant to the employee's position, in the Employer's judgment. This assistance may be in the form of preapproved vouchers to use toward planned tuition/materials expenses, or as a reimbursement for such expenses.

ARTICLE 20 – CONTRACT CONDITIONS

20.1 It is understood and agreed that any part of this Agreement that conflicts with any law shall be inoperative, but all other provisions shall continue in full force and effect. Illegal provisions will be renegotiated by the parties.

20.2 The Employer and the Union agree that during the term of this Agreement there shall be no lockouts. The Union and the Employer agree that during the same period, neither the Union nor its agents will authorize, instigate, aid, condone, or engage in work stoppage, slow down, strike or sympathy strike. In the event any such work stoppage, slow down, sympathy strike, strike or threat thereof should occur, the Union and its officers will do everything within their power to end or avert the same.

20.3 The Union shall have access to the workplace during business hours when necessary for conducting Union business, provided advance notice is given to the Employer. The Union will not in any way interfere with or disrupt the normal operation of the Employer's business.

20.4 Union business by employees shall occur during non-working hours except as otherwise expressly allowed by this Agreement, or with prior management approval.

ARTICLE 21 – FUTURE OPPORTUNITIES

21.1 The Employer and Union agree future opportunities may arise which would be of benefit to the Employer, Employees, or both. If such opportunities become available, the Employer and the Union agree to review and discuss the potential implementation of these opportunities on a case by case basis. Any opportunity which the parties mutually agree to implement shall be reduced to writing.

ARTICLE 22 – OTHER AGREEMENTS

22.1 The Employer may have other agreements with Employees, including those involving Proprietary Information, Confidentiality, and/or the ownership of Intellectual Property.

22.2 The Employer's agreements will not be void or voidable because of this Agreement, except where this Agreement directly contradicts them. For example, an agreement that employment was "at will" would be void or voidable under this Agreement. An agreement that assigns responsibilities as to confidentiality would not be void or voidable, as this Agreement does not assign rights or responsibilities as to confidentiality.

22.3 This Article and any Other Agreement as referenced in this Article, shall not limit an Employee's right to disclose, discuss, inform, or otherwise include the Union as necessary for representational purposes.

ARTICLE 23 – VOLUNTARY SEPARATION

23.1 The Employer recognizes that deathcare is a difficult, emotionally-demanding job that is not for everyone. Employees may realize they need to leave deathcare in order to find work that is differently demanding. Capitalism, however, may cause employees to feel trapped in a role that isn't healthy for them to continue in. In view of this reality, Employer provides the following offramp for Employees who wish to leave Recompose.

23.2 Should an Employee choose to leave Recompose due to the difficulty of the work, the Employer will pay two weeks of separation pay for the Employee. For Full-Time Employees, this will be paid with an assumption of 37.5 hours of work for the two weeks of Separation Pay. For Part-Time Employees, it will be paid based on an average of the last two (2) weeks worked, or

the last twelve (12) weeks worked, whichever favors the Employee more. If the Employee has worked fewer than 12 weeks, the average should be taken over all weeks worked, if that favors the Employee over the other two options.

This separation pay will be paid out on the Employee's last payroll, along with any hours worked and any accrued PTO.

In Witness Whereof, the parties have executed this Agreement this 11th day of April, 2022.

Recompose, PBC
Katrina Spade, CEO

Bargaining Committee Members

Katrina Spade, Kira Franz, Chawn Howard, Megan Circle

Local 89, International Brotherhood of Electrical Workers, AFL-CIO

Matthew Carroll, Business Manager

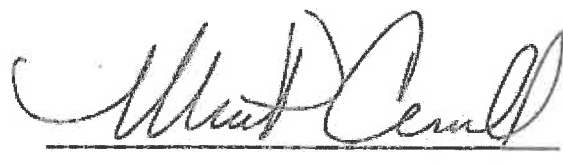

Bargaining Committee Members

Richard Murray, Mandy Lowe, Justin Roberts

This Agreement is subject to the approval of the International President of the International Brotherhood of Electrical Workers, AFL-CIO.

For The Employer:

For The Union:



Katrina Spade, CEO

Matthew Carroll, Business Manager

4/20/22
Date

4/19/22
Date

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

May 9, 2022

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement