

COLLECTIVE BARGAINING AGREEMENT

between

VALAURUM, INC.

and

IBEW LOCAL 89

September 1, 2023, to August 31, 2027

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• **ARTICLE 1 – AGREEMENT**

1.1 This Agreement is made and entered into this 1st day of September 2023, by and between Valaurum, Inc. (“Valaurum,” or the “Employer”), and the International Brotherhood of Electric Workers, Local 89 (“IBEW,” or the “Union”). The purpose of this Agreement is to formalize a mutually agreed-upon and understandable working relationship between Employer and its employees which will be based upon equity and justice with respect to wages, hours of service, general conditions of employment and communication, consistent with the Employer’s and the Union’s mutual objective of providing ever-improved efficient, effective, and productive work to each other and the Employer’s customers.

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. In the event of any sale, acquisition or transfer of its operations, the Employer shall encourage a purchaser to continue such relationship with the Union.

1.3 This Agreement shall be effective as of September 1st, 2023, and remain in full force and effect through 11:59 p.m., August 31st, 2027.

1.4 Notices permitted or required to be served by one party upon the other party shall be mailed by certified mail, postage paid, to the IBEW Local 89, PO Box 2349, Mount Vernon, WA 98273, and via email to local89@ibew89.com for service upon the Union; and to Valaurum, Inc., PO Box 12606, Portland, OR 97212, and via email to hr@valaurum.com for service upon the Employer.

The timing of the notice shall be effective the same day as the email being sent, unless it was sent outside of business hours, in which case the notice period shall start at 8:00 a.m. on the next business day following the email being sent. Business hours are defined as 8:00 a.m. – 5:00 p.m., Monday through Friday and excluding holidays. Each party shall promptly inform the other party of any change in the addresses set forth in this 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 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 employees covered by this contract.

2.2 The bargaining unit covered by this contract consists of all full time and regular part time employees of the Employer at its current facility in Portland, Oregon, including the current job classifications listed in Appendix A to this Agreement. This agreement does not apply to any guards, watchmen, supervisory or confidential employees as defined in the National Labor Relations Act.

2.3 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.

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

2.5 Nothing in this Article will prevent the Employer and Union from meeting on mutually acceptable topics and proposals including issues related to recognition. Issues relating to the scope of the bargaining unit shall first be communicated to the other party, providing five (5) business days to attempt to resolve the issue between the Employer and Union. Should the Employer and Union not reach a mutual agreement on issues related to this Article, the issue shall be resolved through the rules and procedures available to the parties pursuant to the National Labor Relations Act and the National Labor Relations Board.

• **ARTICLE 3 – SHARED INTEREST**

3.1 The Employer and the Union have a common and sympathetic interest in the 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 To meet these shared interests, the Employer and the Union agree to move forward toward an environment of mutual commitment and cooperation. To achieve this goal, it is the intent and purpose of the parties to set forth herein their Agreement covering the rates of pay, benefits and working conditions of employment for Employees covered by this Agreement, to collaboratively work to provide the highest quality products and services for the Employer's customers, and to promote harmonious relations between the Employer and the Union.

3.3 It is this commitment of working together in a spirit of mutual respect and responsibility that will aid the Parties in working toward the success of the business, enhanced security, and job satisfaction for all employees.

• **ARTICLE 4 – UNION SECURITY**

4.1 The Employer agrees that all employees covered under this Agreement, 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.

4.2 The Employer will provide the Union with an updated list of all new hire employees who are in bargaining unit positions, within fifteen (15) days of the new employee reporting to work.

To the extent known to the Employer, such notice will include:

- employee's name
- job title
- date of hire
- exempt or non-exempt status
- full or part-time status
- home phone number
- personal email address
- home mailing address

4.3 The Union will be allowed a reasonable amount of time to conduct a Union new hires 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 one (1) hour. Should the meeting conclude in under one (1) hour, employees will return to work.

4.4 The Employer shall deduct Union dues from the paycheck of each member of the Union who has voluntarily executed a wage deduction authorization form on file with the Employer.

4.4.1 The Employer shall transmit properly deducted dues to the Union once each month.

4.4.2 Upon issuance and transmission of a check or electronic transfer 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 made from the wages of such employees. Employees may revoke their authorization for payroll deduction annually.

4.5 The Employer shall be notified in writing seven (7) calendar days before an employee can be discharged for non-compliance with this Article. The Employer will not be asked by the Union to discharge any employee for non-payment of Union dues or for failure to become a member of the Union until seven (7) calendar days after written notice of delinquency in dues, or failure to join the Union has been sent by the Union to the Employer. Upon payment of delinquent dues or joining the Union, whichever the case may be, the employee will be allowed to continue working. 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.

4.6 Authorized IBEW representatives may visit Valaurum bargaining unit employees on Valaurum's premises for the purpose of conducting Union business during business hours, so long as it does not interfere with the Employer's operations and that all Union

representatives comply with the Employer's confidentiality, security, identification, and visitor policies, procedures, and expectations in effect at the time of the visit. Transaction of any business shall be conducted in an appropriate location subject to the Employer's rules applicable to visitors relevant to the purpose of the visit and shall not interfere with or disrupt the work of the employees or the normal operation of the Employer's business.

- **ARTICLE 5 – MANAGEMENT RIGHTS**

5.1 The Employer has the exclusive right and power to manage its business and direct its workforces, including but not limited to the right to hire, classify, grade, suspend, reassign, layoff, discharge, promote, demote, or transfer its employees and to assign or reassign work functions related to changes and revisions of equipment, methods of operation, or services 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 its business.

The Employer's failure to exercise any right or power hereby reserved to it shall not be considered a waiver of the Employer's right or power or preclude it from exercising the same in some other way not in conflict with this Agreement.

- **ARTICLE 6 – PROBATIONARY PERIOD**

New Employees. The probationary period for new employees lasts ninety (90) days from the initial date of employment. The Employer may extend an employee's probationary period twice up to an additional thirty (30) days each time. The Union and the employee will be notified, whenever an employee's probationary period is extended. The Employer will inform the Employee of the basis of the extension, and will provide the Employee with written coaching within five (5) business days of the extension notification. The Employee may request a meeting with their supervisor and, at the Employee's request, their Union Representative, to discuss opportunities for professional development and growth in their position. This is to promote professional growth and will not be considered disciplinary.

During the probationary period, the Employer may terminate the employment relationship at any time for any reason deemed appropriate by the Employer, and the employee will not have recourse to the grievance and arbitration provision of this Agreement for purposes of employment termination. The Employer will notify the Union in writing if an employee is terminated during their probationary period.

- **ARTICLE 7 – SENIORITY AND ACCREDITED SERVICE**

7.1 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 certain employment events as described in this Agreement. Such events may include but are not limited to the selection of days off, layoff, rehire, transfer and temporary assignments.

- 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 active service with the Employer.
- B. If two (2) or more employees have the same original date of service, the tie break will be determined by flip of a coin.

7.2 Except as outlined in sections 7.3 and 7.4 below or Article 8 - Layoff and Recall, an Employee's seniority will not be affected by absence from work and will continue to accrue in the following circumstances:

- A. Approved leave, paid sick time, or Paid Time Off ("PTO").
- B. Time off related to workplace injury.
- 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 or as otherwise provided for in relevant Federal or State law.
- D. Layoff, provided the Employee is re-employed by the Employer within a period of one (1) year following such layoff.

7.3 An employee who moves from bargaining unit employment into a non-bargaining unit position for less than one (1) full year will have their seniority bridged and resume accruing seniority once they return to the bargaining unit. ("Bridged" means that employees will resume seniority accruals from their seniority amount at the time they left the bargaining unit with no credit for time outside the bargaining unit).

7.4 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 more than (1) year after voluntarily transferring outside the bargaining unit. Employees returning to the bargaining unit less than (1) year after voluntary transfer shall have their seniority bridged.
- C. When a Probationary Employee (See Article 6 above) is discharged, or 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 email and 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 relevant provisions of this Agreement.

G. When the Employee fails to return to work at the expiration of a leave of absence.

7.5 Accredited service shall be defined as the period of time worked by an Employee for the Employer in any position. Such period shall begin with the first day of service at the Employer. Accredited service shall be used for the determination of wage progression and PTO accrual.

The date of beginning accredited service shall be retained and the term thereof shall remain unbroken in the event of layoff or a leave of absence not exceeding twelve (12) months. Upon return to active employment from layoff or such leave, the Employee's date of beginning of accredited service shall be adjusted to reflect the period of absence on layoff or personal leave.

● **ARTICLE 8 — LAYOFF AND RECALL**

8.1 Layoff Defined. For purposes of this Article, a layoff is defined as when the Employer eliminates a bargaining unit employee's position.

8.2 Layoff Process. When, because of reduction of force or change in Employer operations, it becomes necessary to reduce the workforce, the Employer will consider seniority in determining the order of layoff. The Employer will determine the staffing level and the job title(s) required to complete the remaining work. Once the staffing level is determined, employees in a job title(s) targeted for reduction shall be offered the opportunity, in seniority order, to volunteer to accept a layoff. Remaining positions to be laid off will be implemented in inverse order of seniority.

In addition, no Regular Employee shall be laid off until all temporary and probationary employees performing bargaining unit work in the same job title have been laid off.

8.3 Contracting. It is the Employer's preference to not contract for services normally done by its employees. However, the parties recognize that, in some circumstances, engaging independent contractors may be necessary for the Employer's operations. The Employer reserves the right to contract for services for the following reasons, among others: customer needs; skills or abilities outside the scope of bargaining unit positions; economic feasibility; availability of materials; technological change; or unforeseeable or uncontrollable acts, conditions, or circumstances, or to ensure compliance with the Employer's obligations under applicable contracts, law, or other regulations.

In the event the use of contracting may result in layoff of employees covered by the terms of this Collective Bargaining Agreement, the Employer agrees to give the Union ten (10) calendar days' notice of its intention to contract for such work, during which

time the Union and the Employer may discuss the Employer's planned contracting and opportunities to reduce or eliminate the need for layoff, prior to the implementation of contracting.

If contracting results in the layoff of any employees covered by the terms of this Collective Bargaining Agreement, the layoff notice and procedural mechanisms outlined in this article shall apply. If contracting results in the need for a layoff, such layoff shall be conducted by first offering the option for layoff to volunteers prior to a non-voluntary layoff. Employees laid off as a result of contracting shall receive the equivalent of eighty (80) hours of pay for hourly employees or two weeks for salaried employees severance pay at the employees' regular rate of pay.

8.4 Layoff Notice.

8.4.1 Union Notice. The Employer will provide the Union notice of the number of employees, classifications, and job titles affected no less than five (5) business days prior to notice being provided to Employees of an impending layoff

8.4.2 Employee Notice. Regular employees who have completed their probationary period will have a minimum of ten (10) business days' notice of an impending layoff. In the event that an employee is provided less than ten (10) business days' notice, the Employer will provide pay in lieu of notice equal to ten (10) business days minus the number of days' notice of layoff the employee did receive.

8.5 Vacancies. For one (1) year following layoff, laid off employees will have access to posted vacant positions and will be treated as employees for purposes of filling of vacancies, and may apply for any vacant position covered by this Agreement provided the employee meets the minimum qualifications for the position. Employees who exercise this option may continue to remain on the recall list for the job title from which they were laid off upon their written request.

8.6 Recall. Whenever a vacancy occurs within a job title, employees from that job title on the recall list shall be recalled in order of seniority date. Employees shall be on a layoff list for up to one (1) year from the date of layoff. Laid off employees shall receive an offer letter at their last known address, email if on file, and by telephone. It is the responsibility of the laid off employee to provide the Employer with any changes in address, email, telephone number, or other contract information. The employee has forty-eight (48) hours after confirmed receipt or seven (7) days after the offer is sent, whichever is less, to respond to the offer letter with their acceptance of recall and will be available to work within fourteen (14) days of receipt of the offer. Laid off probationary employees have no recall privileges.

For one (1) year after layoff, the Employer will not hire new employees to perform bargaining unit work subject to layoff until the established recall list has been exhausted.

• **ARTICLE 9 – EMPLOYEE CLASSIFICATIONS, HOURS OF WORK, MEAL AND REST PERIODS, OVERTIME, INCLEMENT WEATHER, AND CLOSURES**

Employee Classifications

9.1 A Regular Employee is an employee who is hired without an anticipated end date to their employment, who has completed a probationary period as provided in Article 6. Regular Employees may be either full-time or part-time employees.

- A. A Regular Full Time Employee is scheduled to work forty (40) hours per week, and must maintain hours worked of no less than thirty-two (32) hours per week.
- B. A Regular Part-Time Employee is generally scheduled to work less than thirty-two (32) hours per workweek.

9.2 The Employer shall give Regular Full-Time Employees scheduling preference to ensure each Full-Time Employee has an opportunity to meet a minimum of thirty-two (32) work hours per week for purposes of qualifying for medical/dental/vision benefits.

9.3 Exempt vs. Non-exempt status. All positions are classified as exempt or non-exempt in compliance with federal and state laws. All non-exempt positions receive overtime for all hours worked over forty (40) hours in a work week. All exempt positions do not receive overtime.

Hours of Work

9.4 All hourly production positions shall be based on shifts, with options for Day Shift, First Shift, Second Shift, and Third Shift, unless otherwise mutually agreed upon by the bargaining unit member and management. The Employer has discretion to determine staffing needs by position for each shift.

At the time of ratification, production positions were titled as follows:

- Quality Control Technician;
- Print Production Technician;
- Print Specialist (Film Handling);
- Print Specialist (Digital Press and Finishing);
- Coating Machine Operator;
- Manufacturing Technician
- Metallization Specialist;
- Metal Fabrication Technician

Exempt employees and non-production employees' schedules are generally more flexible based on needs and may be assigned hours of work as determined by the Employer. The employer must provide notice of schedule assignments and changes with

employees prior to implementation. The Employee may request a meeting to discuss the schedule assignments and changes with the Employer. The parties acknowledge that many exempt and non-production employees' duties require flexible scheduling to complete the required duties of their roles. To the extent that the Employer is creating a permanent change to scheduling for employees in these roles, the Employer will provide the Union and the Employee fourteen (14) days' notice.

The Employer has discretion to set time and attendance policies, subject to any mandatory bargaining with the Union. Employees are expected to timely report to work and work their scheduled shifts and hours. Employees must provide notice to their supervisor or designee if they are going to be late for work prior to their scheduled start time. Employees must provide notice to their supervisor or designee if they are going to miss a scheduled shift at least two hours in advance or as soon as reasonably possible in the case of an emergency.

Employees must have management approval prior to leaving early or working past a scheduled end time.

- A. New hire production employees hired into the bargaining unit will be assigned to a shift at the time of hire.
- B. Employees will be notified a minimum of fourteen (14) days in advance of any permanent changes to the employee's regular scheduled hours.

Shifts shall be as follows:

Shift	Hours
Day Shift	8:00 a.m. — 4:30 p.m.
First Shift	5:00 a.m. — 1:30 p.m.
Second Shift	1:15 p.m. — 9:45 p.m.
Third Shift	9:30 p.m. — 5:15 a.m.

9.5 Differentials shall be provided to employees working in production positions in the amount of one dollar (\$1.00) per hour for employees working second shift, including any overtime worked and two dollars (\$2.00) per hour for employees working the third shift, including any overtime worked. Differentials are only paid for actual hours worked in second or third shift.

9.6 Shift Selection Process. The Employer shall maintain an electronic shift change request waiting list. Any employee interested in working a different shift than the one currently assigned may sign up for the shift selection waiting list by informing their supervisor or designee of their current shift and shift they are interested in moving to. The Employer will then add the employee to the shift waiting list the employee is interested in moving to. When a schedule on that shift comes available, the Employer will contact active employees who are on that waitlist for that shift in seniority order until the open schedule on the shift is filled.

The Employer will determine which production positions, and how many of each position are needed, prior to each shift selection process.

This provision does not preclude employees from seeking temporary shift changes upon mutual agreement with supervisory approval.

9.7 Meal and Rest Periods. Non-exempt employees shall have uninterrupted fifteen (15) minute paid break periods and meal period of no less than an uninterrupted thirty (30) minutes and no more than forty (40) minutes unpaid lunch period as follows:

Shift	Break	Meal
2 hours or less	0	0
2 hours, 1 minute — 5 hours, 59 minutes	1	0
6 hours	1	1
6 hours, 1 minute — 10 hours*	2	1
10 hours, 1 minute — 13 hours, 59 minutes*	3	1

*This chart is intended to cover all anticipated schedule lengths up to fourteen (14) hours. If an employee, for any reason, is working a shift greater than the time covered, the appropriate resource is the Oregon Bureau of Labor and Industries break chart.

Rest periods cannot be combined with other rest periods, or with meal periods. An employee who misses a rest break or meal period must notify their supervisor in writing and include the reason for missing the rest break or meal period. Failure to take meal and rest periods may result in discipline.

Overtime

9.8 Any hours worked by a non-exempt employee in excess of forty (40) hours in a workweek, shall be paid at the Overtime rate of one and one-half (1 1/2) times the Employee's regular rate of pay. Hours worked in a workweek exclude periods of paid leave. Employees must receive prior approval from their supervisor or designee in advance of working overtime.

9.9 Inclement Weather and Closures

- A. **Inclement Weather.** In the event that inclement weather delays or prevents transportation, employees will take all reasonable efforts and methods to report to work and should reasonably contact the Employer prior to the start of their working hours if they expect to be late or unable to report to work. Employees who do so will not be subject to discipline for failure to timely report. Any employee who is delayed or prevented from reporting to work

under this provision may use accrued and available PTO to make up for any lost work.

- B. **Closures.** When the employer closes its facility due to inclement weather or other reasons, employees may choose to either use accrued and available PTO or take unpaid time off, at their discretion, for any lost work hours due to the closure.

- **ARTICLE 10 – JOB POSTING AND PROMOTION**

10.1 When job openings occur, the notice of the position vacancy will be posted on the Employer’s digital message board to all employees, as well as publicly available job posting websites. The Employer will post all job vacancies, including opportunities for internal transfer or status change, concurrent with external postings. Internal postings shall be for no less than ten (10) business 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.

10.1.1 Bargaining unit employees will be interviewed if they (1) have applied within the posting period, and (2) are qualified to perform the essential functions of the position following a customary training and orientation period for the work area;

10.1.2 When there are two (2) or more qualified applicants, the vacancy shall be filled by the best qualified candidate as determined by the Employer. If the qualifications of an internal and an external applicant are relatively equal when considering, but not limited to, knowledge, training, ability, performance, skill, adaptability, and efficiency, preference will be given to the internal candidate. If the qualifications of two internal applicants are relatively equal, seniority shall govern.

10.2 If an internal applicant is not selected, upon request from the Employee, the Employer will provide the Employee an explanation and opportunity to discuss future professional development and growth.

- **ARTICLE 11 – JOB CLASSIFICATIONS AND COMPENSATION**

11.1 Out of Classification. Employees required by the Employer, in writing, to perform the major distinguishing duties of a job title at a higher wage classification for five (5) business days or more shall be paid a differential of fifty cents (\$.50) an hour above their current base rate of pay.

- A. Employees who are cross training in a higher classification shall receive the pay differential when actually performing the work of the higher classification without assistance and after completing training on the higher classification.
- B. The differential shall be paid for hours actually worked in the higher

classification after training has been completed.

11.2 Raises/Bonuses. The parties recognize this contract to be the minimum standards of employment. This contract should not be construed to limit the Employer's right to reward employee performance through raises and/or bonuses over and above the prescribed conditions called for in this Agreement.

11.3 Stock Options. All bargaining unit members will be eligible to participate in any company stock option program developed and implemented at the Employer's discretion.

11.4 Ratification Bonus. Each regular full-time employee on the ~~Company~~ Employer payroll as of the date of ratification shall receive a seven hundred fifty dollars (\$750.00) lump sum ratification bonus.

11.5 Retroactive Pay. Retro pay shall be provided as outlined in Attachment B of this Agreement.

11.6 Employee Discount.

- A. The employee discount will be available to all bargaining unit employees
- B. The employee discount shall be ten percent (10%) off all products for sale on Valaurum's web store only.

11.7 Wage Scale. Current Rates of Pay set out as agreed are effective the date of ratification of this contract.

The annual wage change shall be:

- A. One and a half percent (1.5%) increase effective on January 1, 2024
- B. One and a half percent (1.5%) on June 1, 2024
- C. Three percent (3%) on June 1, 2025
- D. Three percent (3%) on June 1, 2026.

• **ARTICLE 12 – HOLIDAYS**

12.1 The Employer recognizes the following holidays:

- New Year's Day (January 1)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Indigenous People's Day (second Monday in October)
- Veteran's Day (November 11)

- Thanksgiving Day (fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Day (December 25)
- One (1) Floating Holiday

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

12.2 Regular full-time Employees will be paid the equivalent amount of eight (8) hours as Holiday pay for the above listed holidays. Holiday Pay will not count as hours worked for overtime purposes.

- A. Employees may work on holidays upon the request of the Employer or with prior approval of the Employer.
- B. Employees working at the request of, or with the prior approval of the Employer will be paid for the time worked, at the rate of one and a half (1 1/2) times their base rate of pay, in addition to the holiday pay. Only actual hours worked will count as hours worked for overtime calculations.
- C. Exempt employees working at the request of or with the prior approval of the Employer will receive an additional PTO day to use within the next three hundred sixty-five (365) days.

12.3 Employees normally scheduled to work more than eight (8) hours per day on a holiday may elect to use other PTO for the difference between the eight (8) hour holiday pay equivalent and their normally scheduled hours or take the remaining hours as unpaid.

12.4 If a recognized holiday falls during your paid absence, holiday pay will be provided instead of the PTO benefit that would otherwise have applied.

• **ARTICLE 13 – TIME OFF**

13.1 Paid Time Off. To be eligible to take PTO, an Employee must have available accrued time off.

13.2 Regular full-time and regular part-time employees will earn PTO according to the table below.

Length of Service	Accrual per Pay Period	Annual Accrual Amount	Maximum Accrual Balance
0-23 Months	.069231 hours per hour worked up to 2080 Hours	144 hours/18 days	160 hours/20 days

24-59 Months	.088462 hours per hour worked up to 2080 hours	176 hours/22 days	200 hours/25 days
60-131 Months	.1 hours per hour worked up to 2080 hours	208 hours/26 days	240 hours/30 days
132+ Months	.115384 per hour worked up to 2080 hours	240 hours/30 days	256 hours/32 days

13.3 The employer will track PTO balances and employees will have access to review balances electronically.

13.4 Requests for PTO shall be submitted in writing to the employee's supervisor or designee based on the Employer's practices in place at the time of the request. Such requests are subject to approval by the supervisor or designee of the requesting employee. Employees will provide at least two (2) calendar weeks' notice in writing for PTO requests. Management will respond to the PTO request within one (1) calendar week of submission. Requests that do not meet the two (2) calendar weeks' notice shall still be considered and may be approved by the supervisor or designee.

13.5 Employees may carry over any unused accrued and available PTO from one anniversary year to the next anniversary year up to the Maximum Accrual Balance.

13.6 Employees may request unpaid time off regardless of their existing PTO balance. Use of unpaid time off is subject to management approval.

13.7 PTO may be used in minimum increments of one (1) hour for non-exempt employees and in four (4) hour increments for exempt employees and may be used to cover all or part of a shift.

13.8 Upon leaving the Employer, Employees who depart employment will be compensated for all unused accrued and available PTO, excluding any unused floating holidays added to the PTO balance, sick leave, or other accrued or available time, regardless of how or when an employee leaves the employment of the Employer, unless the employee has engaged in egregious conduct detrimental to Employer operations (see Section 14.3), in which case no compensation for accrued and available PTO shall be paid.

13.9 Bereavement Leave.

- A. Up to five (5) calendar days of paid leave shall be allowed upon the death of a family member. Additional leave may be available pursuant to statute or other regulations, including the Oregon Family Medical Leave Act ("OFLA") or

other provisions of this CBA. Employees should contact Human Resources or designee to determine additional options that may be available as needed.

- B. For purposes of bereavement leave, "Family Member" is as defined by the OFLA, and includes an employee's:
 - 1. Spouse;
 - 2. Domestic partner;
 - 3. Custodial, biological, adoptive, foster, or step parent;
 - 4. Parent-in-law;
 - 5. Parent of domestic partner;
 - 6. Sibling;
 - 7. Grandparent or grandchild of the employee;
 - 8. A person with whom the employee is or was in a relationship of *in loco parentis*;
 - 9. Biological, adoptive, foster, or stepchild of an employee;
 - 10. Child of domestic partner;
 - 11. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- C. Such bereavement leave does not accrue, and unused bereavement leave will not be paid out at the end of employment.
- D. Bereavement leave need not be taken on consecutive days.

13.10 Jury Duty/Summons:

- A. Employees who have completed their probationary period are eligible for paid time for approved jury duty leave when the employee is required to serve as a juror. The Employer will provide paid Jury Leave up to five (5) working days in any twelve (12) month period, subject to the following:
 - 1. Employees must provide a copy of their juror summons to their supervisor and advance written notice when they are summoned to appear for jury duty.
 - 2. While on jury duty, an employee must check with their supervisor on a daily basis to report availability for work for all or part of any given day during which they are serving as a juror. An employee who is engaged in juror responsibilities for four (4) or more hours in any given day will be paid for their full shift and will not be required to report to the workplace.
- B. The Employer will grant unpaid time off or PTO as provided in Section 13.1 for other court ordered processes. Employees are expected to notify their supervisor as soon as possible of the need for time off to comply with any court order.

13.11 Paid Leave Oregon. The Employer will participate in the Paid Leave Oregon (PLO) program, as appropriate. Eligible employees may receive paid leave as determined pursuant to Oregon Law or other relevant statutes or regulations. The amount of the paid leave shall be determined by the State of Oregon.

- A. The parties recognize that as of the date of this agreement, PLO is funded by employee sixty percent (60%) and employer forty percent (40%) contributions.
- B. Employees that are not eligible for one hundred percent (100%) of their wages under PLO laws may use accrued and available PTO to supplement their remaining wages.

13.12 Oregon Paid Sick Leave. This PTO policy complies with the Oregon Sick Leave (ORSL) law. PTO can be used for all of the reasons covered by ORSL.

• **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 the Employer should have reasonably known of the occurrence unless mutually agreed.

14.2 Disciplinary actions are generally progressive and shall be limited to written counseling, written warning, final written warning, unpaid suspension, and discharge. The Employer may repeat a step of discipline or skip one or more steps, depending on the severity of the issue.

14.3 Notwithstanding the above, the Employer may discipline an employee up to and including discharge without prior notice or warning if an employee is involved in egregious conduct detrimental to Employer operations. Such conduct may include on-the-job criminal conduct, disclosure of employer secrets and/or protected proprietary information, intentionally damaging employer property, dishonesty related to employment, gross insubordination related to employment, selling, transporting, or the use of illegal narcotics, or any other conduct so serious in nature as to justify employee discipline regardless of whether the employee has been provided with a prior written warning notice concerning the conduct in question. Regardless of theories of progressive discipline, the parties specifically acknowledge that some employee activities may be so serious in nature as to warrant immediate discipline, up to and including discharge, without following the concepts of progressive discipline. However, discipline for any alleged conduct does not exempt the employee from utilizing the grievance process.

14.4 At any meeting between a representative of the Employer and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a copy of any non-confidential or non-proprietary documentation used at the meeting shall be provided to

the employee at the employee's request. Upon request by the employee, a Union representative or steward shall be notified, and given the opportunity to be present at the employee's discretion by either in-person or via virtual means as a witness.

• **ARTICLE 15 – GRIEVANCE PROCEDURE**

15.1 To promote better Employer-employee relationships, all parties pledge their immediate cooperation to settle any grievances that might arise out of the application of this Agreement.

A grievance is hereby defined as any dispute relating to the application or interpretation of this Agreement.

15.2 As used in this Article, “days” means calendar days.

15.2.1 Timeliness concerning written instruments shall be measured from the verified date of hand or email delivery.

15.2.2 If the Union fails to meet the timelines and notice requirements for filing or appeal of a grievance, the grievance will be considered untimely and/or abandoned. The Employer shall have the right to refuse to process or arbitrate a grievance which is not raised in a timely fashion. If the Employer fails to respond within the timelines specified herein, the grievance shall be considered appealed to the next step of the procedure.

15.2.3 Timelines may be extended or waived by mutual written agreement between the parties.

15.2.4 If, at any step of the grievance procedure outlined below, the Union decides to withdraw the grievance, the Union must notify the grievant(s) and the Employer's Senior Vice President of Operations and Marketing, or designee.

15.3 Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and/or Union representative will request an Issue Resolution Meeting with the Employer in an attempt to resolve the issue informally, including with the employee's direct supervisor if applicable. Absent mutual agreement, such meeting must be requested and occur within twenty-one (21) days of the occurrence causing the dispute or when the issue should have been reasonably known to the grievant. Attendance at the Issue Resolution Meeting shall be limited to those individuals actually involved with the issue, but may also include a shop steward or other union representative and management representative.

Any resolution reached through an Issue Resolution Meeting shall be final and shall not be considered precedent-setting. In the event no resolution is reached, no record of the Issue Resolution 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 Issue Resolution Meeting.

15.4 The Union will develop a form for the submission of grievances. That form shall at a minimum include the following:

- A. A list of Grievants (all known impacted employees or groups of employees), unless the grievance is a class grievance at a departmental or greater level, in which case “class representative” grievances will be listed;
- B. A statement explaining the alleged violations, which may include, but is not necessarily limited to, the event or events from which the grievance arises and any involved supervisors, and the date(s) the alleged violation(s) occurred;
- C. The Article or Articles of the contract alleged to have been violated;
- D. The specific requested remedy. The Union may also choose to include lists of known bargaining unit or non-bargaining unit witnesses or employees alleged to be involved.

15.5 Any grievance or dispute which may arise between the parties involving the application, meaning, or interpretation of this Agreement that the parties are unable to resolve informally shall be settled in the manner described below.

STEP I

An employee, a group of employees, or a Union representative, at the behest of one or more employees, will present the grievance on the Union-developed grievance form to a Grievant’s Direct Supervisor or Plant Manager or Designee by email, within fourteen (14) days of the completion of an Issue Resolution Meeting on the topic(s) of the grievance if no resolution is reached.

The Direct Supervisor, Plant Manager, or designee; the Union representative; and the employee, at their option, shall meet at a mutually scheduled time within fourteen (14) days to discuss and attempt to resolve the issue. The Direct Supervisor, Plant Manager, or designee shall respond to the Union representative in writing by email within fourteen (14) days from the date of the meeting. If no Union representative was previously identified, the response will be provided to the Union’s Business Representative, and the employee.

STEP II

If the grievance remains unresolved, it may be appealed to the Senior Vice President of Operations and Marketing or designee within fourteen (14) days after the Step I response. The Senior Vice President of Operations and Marketing or designee, the Union representative, and the employee at their option, shall meet at a mutually scheduled time to discuss and attempt to resolve the grievance. If the grievance remains unresolved, the Senior Vice President of Operations and Marketing or designee shall respond to the Union representative in writing by email within fourteen (14) days from

the date of the meeting. If no Union representative was previously identified, the response will be provided to the Union's Business Representative, and the employee.

Grievances involving terminations may originate at Step II without having gone through the previous steps.

STEP III Arbitration. If the grievance is still unsettled, the Union, within twenty-one (21) days after the reply of the Senior Vice President of Operations and or designee, may move the grievance to arbitration by providing the Employer with notice of the intent to move to the arbitration procedure.

15.6 When, in the judgment of either party, face-to-face grievance meetings are not feasible, grievance meetings may take place via videoconferencing means.

15.7 In order to facilitate the proper handling of grievances, including attending an issue resolution meeting, the local Shop Steward will be given reasonable time, without loss of pay during normally scheduled hours, for necessary discussion regarding any grievance pertaining to their area of appointment.

15.8 To the extent different than outlined above, the Employer and the Union will provide written notification to the other party of the designated Employer Representative(s) and Union Representative(s) who are authorized to perform the grievance and arbitration-related functions provided for in this Article.

ARBITRATION

15.9 In the event an agreement cannot be reached in either Step I or Step II, an arbitrator shall be selected in the following manner:

Unless the parties mutually agree on an arbitrator, the Union and the Employer shall select an arbitrator by requesting the Federal Mediation and Conciliation Service ("FMCS") furnish a list of seven (7) arbitrators who are willing to work within the labor arbitration rules as stated in the Agreement. The parties shall then choose the arbitrator by the Employer and the Union alternately striking a total of three (3) names from the list until one name remains as the arbitrator chosen by the parties and empowered to arbitrate the dispute. The first party to strike shall be determined by coin toss. The name remaining on the list shall be the arbitrator.

- A. The arbitration shall be held at a mutually agreed upon location.
- B. Both parties shall work with the arbitrator to set the time and date of the arbitration in an expeditious manner.
- C. There shall be no stenographic record of the proceedings unless the parties agree otherwise prior to the date of the hearing. If parties mutually agree to the recording, the cost will be shared.

- D. The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments by both parties.

The arbitrator and advocates shall endeavor to complete the hearing as expeditiously as possible. In most cases, this means within one (1) day.

- E. The parties will confer immediately prior to selection of the arbitrator whether post-hearing briefs are necessary. If the parties agree that they are not, there shall be no post-hearing briefs.
- F. The parties will request that the award be rendered by the arbitrator within fourteen (14) days from closing of the hearing or submission of the briefs, whichever is later.
- G. The award shall be in writing and shall be signed by the arbitrator.
- H. The cost of the arbitrator shall be split one-half (1/2) by the Union and one-half (1/2) by the Employer, except that each party shall be responsible for the cost of its own attorney's fees.
- I. The arbitrator's decision and award shall be final upon both parties to this agreement, except that the arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement or to impose any obligation on the Union or the Employer not agreed to in this Agreement.
- J. Employees, whether witness or grievant, shall attend arbitration proceedings on release time and without loss of employment benefits. Each party will be responsible for paying the hourly wage of their witnesses for all hours released from work. Exempt, salary, employees will continue to receive their customary rates of pay from the employer.

15.10 It shall be the intention of the parties to settle all differences between the Employer and its employees relating to the administration or interpretation of the Agreement through the grievance machinery and arbitration in accordance with the provisions of this agreement.

● **ARTICLE 16 – BULLETIN BOARDS**

16.01 The Union will own and maintain a suitable bulletin board in Valaurum's facility to post union information. The Employer agrees to furnish space, without charge, to erect a bulletin board for the exclusive use of authorized representatives of the Union. The Employer will provide and install the board, which must be no less than thirty-six (36) by twenty-four (24) inches. Location of the boards shall be mutually decided upon by the Union and the Employer, in an area that is kept accessible to employees. Members of management will not add materials to the Union bulletin board.

16.02 Members of management cannot remove materials that otherwise comply with the Employer's policies from the Union bulletin board. If the Employer believes that the material does not comply with the Employer's policies, the Employer shall provide notice to the Union of the basis of the concern and a copy of the materials.

• **ARTICLE 17 – INSURANCE AND RETIREMENT**

17.1 Benefits

- A. Upon ratification, all bargaining unit employees are eligible to participate in the same benefits programs offered to the Employer's non-represented employees. At the time of ratification, the Employee's may opt for coverage levels through PacificSource at either the Navigator Gold or the Navigator Platinum plan levels.

Within three (3) months following ratification, the Employer will make dental benefits available. Employees will not be required to enroll if there is an additional cost to the Employee.

B. Eligibility:

1. Regular Full-time Employees and part-time employees, and their dependents, will be eligible to participate in health benefits on the first day of the calendar month after thirty (30) days from date of hire.
2. Employee dependent child eligibility will be provided to the extent required by law, but in any event dependent children will be eligible for coverage if they are under the age of twenty-six (26).

- C. **Notice of Change:** The Employer will notify the Union at least twenty-one (21) calendar days of changes to the benefits programs.

- D. **Premium Contributions:** Upon ratification, the Employer and Bargaining Unit Employees shall continue to contribute toward the premium costs of health benefits as are offered to the Employer's non-represented employees.

- E. **Surviving Spouse and Dependent Continuation of Coverage:** Eligible surviving spouses and dependents may have access to Continuation Coverage pursuant to Consolidated of Omnibus Budget Reconciliation Act ("COBRA") or other applicable laws and regulations following the death of an active employee. Surviving Spouses and Dependents should contact Human Resources or Designees with any questions.

- F. **Life Insurance:** Within three (3) months following ratification the Employer will make life insurance benefits available to Bargaining Unit Employees.

Employees will not be required to enroll if there is an additional cost to the Employee.

G. Health Benefits Summary Plan Description:

1. The Employer will supply a copy of all health benefits summary plan descriptions to employees who participate in the plan when they become eligible for benefits. Employees will have access to copies of the health benefits summary plan descriptions through benefits portal(s) and upon the employee's written request throughout the year. Copies of all health benefits summary plan descriptions are also available to all employees during Open Enrollment.

17.3 Open Enrollment

- A. Employees will be notified via Employer internal message boards, Employer email, and personal email, as known to the Employer, at intervals specified below.
 1. Thirty (30) calendar days before the first (1st) day of open enrollment;
 2. One (1) calendar week before the 1st day of open enrollment;
 3. The day open enrollment begins;
 4. One (1) calendar week before the last day of open enrollment;
 5. Two (2) calendar days before the last day of open enrollment.

17.4 401(k) Savings Plan

- A. All bargaining unit employees are eligible to participate in the Employer sponsored 401(k) program, effective beginning at the time of hire.
- B. The Employer will match one hundred percent (100%) of employee contributions up to four percent (4%) of an employee's base salary.
- C. Employees are one hundred percent (100%) vested from the first day they enroll in the program.

• ARTICLE 18 – SAFETY AND SUPPORT

18.1 The Employer, Union, and Employees have a mutual and inherent interest in conducting the work of the business in a safe and efficient manner. It is the intent of all to comply with all applicable occupational safety rules and regulations.

18.2 The Employer agrees to provide all bargaining unit employees in positions where such equipment is necessary for the position with up to a one hundred twenty-five dollars (\$125) reimbursement, to purchase steel or composite toe safety boots/shoes to reimburse for purchase. The reimbursement will be available upon hiring and annually, thereafter.

18.2.1 The Employer agrees to furnish other tools and equipment required by the Employer to safely complete the work of a position to maintain the applicable standard of service required by the Employer and to keep in compliance with applicable federal and state and municipal safety and health standards. Employees agree to properly use all necessary tools and equipment provided. Such items will be kept in good working condition. The Employer shall determine what items will be used by Employees and necessity for replacement.

18.3 The Employer encourages reporting of safety concerns. Employees are encouraged to report this information to their immediate supervisor or any member of the Safety Committee. Employees are strongly encouraged to participate in activities intended to reduce the possibility of accidents or injuries.

In the case of a good faith reasonable belief of legitimate and immediate safety concerns, the reporting employee's immediate supervisor or a member of the Safety Committee will provide the reporting employee with information relating to next steps for addressing the reported concern. The Employer shall not discipline or discriminate against an Employee on the basis of 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 in that position until such conditions are remedied. In such cases, the Employee must notify both the Employer and the Union of such condition or conditions immediately. The Union Representative and/or their designee, and the Employer, will meet within twenty-four (24) hours to discuss the conditions, if they cannot be remedied before such meeting.

The Employer may direct the Employee to work in a different position or manner which they are qualified to perform until the conditions are remedied. In the event the Employer does not have alternative work available, 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, the question will be subject to the grievance process. If an Employee refuses alternative work available and which they are qualified to perform, they shall not be compensated for missed time while the alleged condition is being remedied.

18.5 For any incident and/or accident involving a Union represented Employee, the Employee must timely complete and provide an incident/accident reporting form and return it to their immediate supervisor or other supervisory representative. The Union shall be given an opportunity to review incident/accident reporting forms upon written request. In the event the Employer has conducted any additional investigations based on the report, the Union may request 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, subject to the Employer's policies

and procedures in effect at that time regarding security, identification and visitors, and any related provisions in this Agreement.

18.6 The Employer agrees to maintain a reasonably secure workplace, including facilities and/or property within the control of the Employer for all Employees.

18.7 The Employer agrees to comply with all laws and regulations relating to environmental controls in its workspaces. 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. Upon employee request, any discussion regarding light duty or alternate work options may include a shop steward and/or union representative.

18.9 It is the intention of the Employer that employees who are experiencing illness stay home from work during the time of symptoms and potential communicable exposure. In the event of a public health emergency of unusual or heightened risk involving a communicable disease or illness, the Employer will reasonably follow public health guidelines and governmental requirements involving quarantining and other restrictions. "Unusual or heightened risk" means a public health event identified by a public health agency including, but not necessarily limited to, the Center for Disease Control and Oregon Health Authority. In the event of a public health emergency declared by the State of Oregon or Federal Government, the Parties may enter into a limited re-opener to negotiate terms and conditions for employees experiencing illness or exposure impacting their ability to work. 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 as available and which they are qualified to perform.

18.10 There shall be a safety committee with members from each Department of the Employer with an opportunity for equal representation of bargaining unit members and management to monitor local safety practices. Employees may volunteer to participate in the safety committee by informing the Employer of their interest. To ensure representation of all workgroups, the safety committee will seek one representative from each workgroup. The Employer will notify the Union in writing of which bargaining unit members have volunteered for the safety committee. If more bargaining unit employees volunteer than needed for the safety committee, the Parties will mutually agree on who is selected for the safety committees in writing. Safety committee minutes shall be reviewed monthly in a group setting or settings to give all employees the opportunity for discussion. Minutes will also be posted in a conspicuous place, or recognized electronic means, until the following meeting to allow all employees an opportunity to review and provide feedback on safety practices and problems.

18.10.1 The general responsibility of the committee will be to promote a safe and healthy workplace by recognizing hazards and recommending abatement of hazards in accordance with Federal and State laws and regulations.

18.11 Management shall notify the Union of any workplace injury:

- A. Resulting in the Bargaining Unit Employee seeking treatment beyond first aid, a one-time, short-term professionally-administered treatment when the employee cannot return to work same day;
- B. Requiring the employee to be off work for one full day or more; or
- C. Involving the fatality of a bargaining unit employee.

Such notice must be provided as soon as reasonably possible, but no more than thirty-six (36) hours; after management becomes aware of such fatality or injury accident. Such notification will include employee name(s), type and level of injury, employee's current contact information.

● **ARTICLE 19 – TRAINING**

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. Training shall be supervised by management and may be conducted by designated personnel.

All Employees will receive training upon hire relating to the Employer's policies for privacy and confidentiality, including review of any agreements between the employee and Employer.

The Employer shall also provide all employees onboarding trainings related to necessary equipment, processes, and procedures for the work the employee is assigned to do.

The Employer will provide renewal trainings on relevant topics at its discretion.

The Employer shall make available safety-related trainings to all employees at hire and every year thereafter, including the following:

- Safety and accident response procedures;
- HazCom;
- Personal Protective Equipment;
- Respiratory Protection;
- First Aid/CPR training. Depending on certification intervals, this training may be done every two years.

The Employer agrees to schedule training so as to cause the least possible inconvenience to employees.

Management maintains discretion to provide training opportunities or subjects to employees. Such additional training opportunities or topics may be based on employee request.

- **ARTICLE 20 – TUITION REIMBURSEMENT PROGRAM**

20.1 Regular full-time employees who have successfully completed their probationary period may participate in an employer provided Tuition Reimbursement Program. The Tuition Reimbursement Program is intended to provide authorized education and training opportunities to employees that will benefit the operation of the Employer by reason of the knowledge and skill an employee acquires. Such courses covered by this provision must be aligned with the needs of the Employer and employee and have a direct relation, benefit, and/or correlation to the work of the employee on behalf of the Employer.

20.2 The Employer, within budgetary limitations, will reimburse an employee covered by this Agreement for one-half (1/2) the amount of tuition, up to a maximum of one thousand two hundred fifty dollars (\$1,250.00) per year, for courses that the employee takes and successfully completes with a grade of at least a "C" or "pass" that have been authorized by the President of Valaurum or designee.

20.3 For amounts in excess of five hundred dollars (\$500.00) per year that is requested and approved for an employee, the employee is required to complete six (6) months of employment following completion of the approved class or program, or to repay a prorated amount of the tuition reimbursed in the event the employee departs employment prior to the term of tenure described above.

- **ARTICLE 21 – NO STRIKE/NO LOCKOUT**

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 occurs, the Union and its officers will do everything within their power to end or avert the same.

- **ARTICLE 22 – OTHER AGREEMENTS**

22.1 The Parties acknowledge that the Employer is a start-up stage technology enterprise whose business and profits are dependent on developing and protecting trade secrets and other confidential and proprietary information. As such, the Employer has discretion to identify the need for and require agreement to lawful covenants and restrictions with its employees to ensure the ongoing protection and success of the Employer and its customers. Therefore, the Employer may have other

agreements with Employees, including those involving proprietary information, confidentiality, or the ownership of intellectual Property.

22.2 The Union is not waiving the right of any employee to engage in protected activity under the National Labor Relations Act or the Union's rights as the exclusive representative of the bargaining unit as further defined in Article 2, Recognition.

22.3 This Article and any Other Agreement as referenced in this Article, shall not limit a Union represented Employee's right to disclose, discuss, inform, or otherwise include the Union as necessary for representational purposes, so long as the Union and its representatives are obligated by a fully executed agreement between the Union and the Employer restricting the use and disclosure of the Employer's confidential and proprietary information by the Union.

• **ARTICLE 23 – WORKPLACE AND PERSONAL SECURITY**

23.1 Both the Employer and the Union recognize the importance of providing a secure and safe working environment for all Valaurum employees. This Article is in conjunction to Article 18, Safety and Support. To increase security and reduce the possibilities of unsafe actions at Valaurum's facility, the parties agree to the following:

23.2 The Employer maintains discretion to identify and implement additional premises security measures based on the working environment and other relevant factors, subject to any mandatory bargaining.

23.3 The Employer's premises security rules are intended to provide a safe working environment and a secure facility. Failure to follow the Employer's premises security rules or engage in conduct to evade security measures will result in discipline, up to termination of employment or exclusion from the facilities.

23.4 The Employer shall provide security systems, which shall be at or above current levels, including but not limited to:

- A. The Employer shall maintain a locking gate to secure the parking area after hours.
- B. The Employer shall maintain a video surveillance system that operates to capture video imaging of the Employer's internal and external premises including entrances, exits, exterior grounds, parking lots, lobbies, and production areas.
- C. The Employer shall maintain alarm/alert system(s) throughout the facility that is operable during all hours of the day, including "panic buttons." Employees will be trained on the location and usage of panic buttons.

- D. The Employer shall maintain limited access to its facilities and all employees shall be provided with a key card to access secured doors upon hire. Employees shall only be able to access areas of the facility that they have been provided clear access to. Employees shall be required to utilize key cards to enter and exit the Employer's facilities. Visitors and guests shall be provided entrance to the building through reception, shall sign in, and shall be escorted pursuant to the Employer's visitor/guest policies, practices, and expectations in place at the time of the visit.
- E. The Employer shall maintain a metal detector system. All persons entering or leaving the production area of the building shall be allowed to do so only after successfully passing through the metal detector. The Employer shall maintain discretion to set the policies, procedures, and expectations for use of the metal detector and access to the plant area of the building. Failure to comply with such policies, procedures, and expectations may result in discipline for employees, up to and including termination, and immediate removal from the premises for visitors/guests.
- F. The Employer shall use their best efforts to always have a supervisor or designee onsite when bargaining unit members are also on site. If management is unable to be onsite there shall be a designated "on call" supervisor available for contact. If employees intend to be onsite during hours outside of actively staffed shifts or business hours, they must provide written advance notice to their supervisor and the Plant Manager for purposes of providing supervisory coverage during those hours. Such requests are subject to supervisory approval.

23.5 The Employer shall provide regular (at least annual) training for employees about evacuation and other safety plans for addressing workplace safety and/or security events.

● **ARTICLE 24 – ALCOHOL AND DRUGS**

24.1 The Employer and Union recognize that the use and possession of alcohol and drugs is a serious and dangerous safety issue. To prevent such problems from occurring at the Employer's Facility or on Employer premises, and to ensure the safety of all employees, the Employer will immediately discipline, including possibly terminate, any employee who sells, trades, or offers to sell or trade, possesses on the Employer's property or in the Employer's facility, or uses alcohol or drugs in the workplace or on Employer premises.

The Employer and the Union recognize that not all substance use is recreational in nature. To that end, employees may have access to leave and other protections pursuant to state and federal law, which may include protected medical leave statutes and disability laws, as well as other provisions of the CBA that may provide additional protections relating to leave and benefits. If any employees have questions regarding access to services or protected leave, they are encouraged to reach out to their Union Representatives, supervisors, or human resources designees.

24.2 Possession, transfer, offering, consumption, or being under the influence of any alcohol while on duty, while on the Employer's property, or in other circumstances the Employer reasonably believes will adversely affect operations or safety during the employee's working hours, including rest breaks and meal periods, will generally result in immediate discipline. **IMPORTANT:** The conduct prohibited includes consumption of any alcohol prior to reporting to work or during breaks or lunch period.

24.3 Drugs. Possession, transfer, sale, offering, consumption or being under the influence of any narcotic, hallucinogen, stimulant, sedative, or illegal drug while on Employer property, or in other circumstances the Employer reasonably believes might adversely affect its operations or safety during the employee's working hours, including rest breaks and meal periods, will generally result in immediate discipline. **IMPORTANT:** The conduct prohibited by this rule includes consumption of any such substance prior to reporting to work or during breaks or lunch periods.

- A. "Drugs" are defined to include prescription drugs that might affect performance or safety, as well as illegal inhalants and illegal drugs. Marijuana is a prohibited drug for purposes of this rule under any and all circumstances, regardless of whether an employee possesses a valid Oregon medical marijuana card.

24.4 Employees who are medically authorized to use over-the-counter drugs or prescription drugs that might impair safe job performance are responsible to determine from a physician or pharmacist whether or not the substance is capable of impairing safe job performance. If it could impair safe job performance, the employee must report the use of the substance to the Employer and provide proper written medical authorization from a physician stating that the physician has reviewed the position description and has concluded that it is safe for the employee to work while using such authorized drugs. The Employer will request follow up information if necessary to ensure your safety and the safety of co-workers. Consistent with federal and state laws, the Employer will keep such information confidential.

24.5 Right to Test and Search. Reasonable Suspicion Testing. When a trained member of management has reasonable suspicion to believe that an employee has violated this drug and alcohol rule the Employer may require the employee to submit to a drug and alcohol test. Among the situations that may give rise to a "reasonable suspicion" that an employee has violated this rule include, but are not limited to, the following:

1. Unexplained significant changes in behavior for example, abusive behavior, repeated disregard of safety rules or procedures, or similar conduct;
2. Credible reports of drug or alcohol use in violation of this policy;
3. Sensory observational evidence seen by a trained member of management;

4. Failure to complete or comply with a bargained treatment program already started;
 5. Failure to sign a bargained reentry or work performance contract after treatment has started;
 6. Employee admissions regarding drug or alcohol use in violation of this policy; and
 7. Unexplained absences from normal work areas where there is reason to suspect drug or alcohol-related activity in violation of this policy.
- A. **Searches.** Where the Employer has reasonable suspicion that an employee has drugs or alcohol, in violation of this policy, on work property, it may search the employee's possessions located on Employer property, including, but not limited to, clothes, locker, lunch box, desk, or any Employer property within the employee's control, personal vehicles exempt. Employees may not have any expectation of privacy with respect to such items. Failure to promptly permit such searches will be grounds for discipline, up to and including possible termination. All management representatives conducting searches will be trained in conducting workplace searches in accordance with relevant policies and procedures. Any "clothing" searches will be done over the clothes and with a gender of the employees choosing. This search will also be conducted in a closed space. Management employees will work in tandem with union representation, including onsite stewards, available for all searches. If a union representative, including steward, is not available, the employee may select another coworker to be present during all searches.
- B. **Post-Accident Testing.** In circumstances where a trained member of management has reasonable suspicion based on the factors outlined above that an employee's impairment from drug or alcohol may have been a substantial cause or contributing factor to an on-the-job accident or incident, or severe injury, the Employer may require any employee the Employer has determined to have engaged in conduct that was a substantial cause or substantial contributing factor to such accident or incident to take an alcohol and/or drug test immediately following the accident or incident, or at the time of initial treatment by a medical care facility if the employee is injured. Severe injury to a person under this policy is any injury that requires professional medical treatment. Severe injury to property under this policy is defined as any damage to equipment, materials, or other property in an amount of five hundred dollars (\$500) or greater or requires a third-party technician to fix.

The Employer will evaluate "near miss" incidents, where there are no personal injuries or property damage and make a determination as to whether or not to test for drugs or alcohol for any or all employees involved where there is reasonable suspicion, as outlined above, of an employee's impairment from the use of drugs or alcohol may have been a contributing factor.

24.6 Positive Test Result. An employee whose alcohol or drug test result is "positive" will be considered in violation of this policy if the result of the test is either a) above Oregon State legal limits, or b) if the employee has also demonstrated impairment that does not allow for the safe performance of duties, as confirmed by a trained member of management.

Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and possible termination.

24.7 The Employer will take reasonable efforts to identify vendors related to drug and alcohol testing who will include the following provisions in their agreements:

- Samples taken for drug and alcohol testing will be used for no other purposes and may be retained for secondary testing upon written request by the employee.
- All samples will be destroyed upon written request by the employee and certification of such will be provided to the employee.

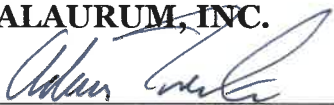
Third party violation of this provision will not be subject to the grievance process.

24.8 "Trained member of management" - Records shall be kept by the Employer on all management personnel who have been trained on processes and procedures related to the Drug and Alcohol provisions of this CBA.

• **ARTICLE 25 – SEVERABILITY**


Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate its remaining parts and provision; provided, however, upon such invalidation the parties agree immediately to meet and negotiate over the parts or provisions impacted. The remaining parts or provisions shall remain in full force and effect.

VALAURUM, INC.



Adam Trexler
President
Date: 9/27/23

IBEW LOCAL 89



Richard Murray
Business Manager
Date: 9-21-2023

APPROVED INTERNATIONAL OFFICE - I.B.E.W. 1/11/2024 Kenneth Cooper, International President This approval does not make the International a party to this agreement.
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- **ATTACHMENT A**

- Account Representative;
- Accounts Payable and Payroll Specialist;
- Administrative Assistant;
- Coating Machine Operator;
- Cost Accountant, Inventory;
- Graphic Designer;
- Manufacturing Technician;
- Metal Fabrication Technician;
- Metallization Specialist;
- Print Production Technician;
- Print Specialist (Digital Press and Finishing);
- Print Specialist (Film Handling)
- Production Planner;
- Quality Control Technician;
- Senior Graphic Designer;
- Staff Accountant;

- **ATTACHMENT B**

Job Classification/Compensation

The following employees who have completed a full calendar year since their last wage placement shall be provided retroactive pay, pursuant to agreement amongst the parties, as follows:

- Beth Gunn: 3% increase effective 04/27/2023.
- Pam Hadley: 3% increase effective 10/05/2022.
- Dean Miles: 3% increase effective 02/23/2023.
- Jose Morales: 3% increase effective 06/28/2023.
- Eli Ramos: 3% increase effective 03/07/2023.
- Jake Sepulveda: 5% increase effective 02/01/2022; 3% effective 02/01/2023 based on adjusted wage from initial increase.
- Jeremy Stewart: 3% increase effective 06/30/2023.
- Allie Taylor: 3% increase effective 01/03/2023.
- Alan Waddell: 3% increase effective 02/23/2023.
- Dru Parker: 3% increase effective 07/18/2023.
- Gerda Jorgenson: 3% increase effective 08/17/2023.