AGREEMENT BETWEEN

SCHOOLHOUSE

AND

IBEW LOCAL 48

Effective January 1, 2024 through March 31, 2027

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PREAMBLE

This agreement is entered into as of January 1, 2024 by and between Food52, Inc. (dba Schoolhouse) hereinafter referred to as the "COMPANY," and International Brotherhood of Electrical Workers Local Union 48 hereinafter referred to as the "UNION."

ARTICLE 1 - RECOGNITION

- **1.1. Recognition.** The Company recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, benefits and related terms and conditions of employment.
- 1.2. Scope of the Bargaining Unit. The bargaining unit covered by this Agreement consists of all full-time and regular part-time employees within the Manufacturing and Fulfillment department for whom the National Labor Relations Board certified the Union as its exclusive representative in Case No. 19-RC-300981, and excluding all other employees, office clerical employees, confidential employees, supervisors, managers, and guards as defined by the National Labor Relations Act.
- 1.3. New Classifications. New classifications may be developed within the bargaining unit by the Company and a wage scale assigned thereto. The Company shall forward notice of the new classification and wage scale to the Union. The wage scale so assigned may be negotiated upon request by the Union to meet within fourteen (14) days after receipt of the notice from the Company. In the event timely notice is issued and no agreement is reached, the Company may proceed to fill the new classification using its designated pay rate. However, if the Company elects to do so, any higher pay rate negotiated with the Union must be paid retroactively to the employee's date of hire. If agreement is not reached within thirty (30) days of said meeting, the Company may implement the wage scale.

ARTICLE 2 – UNION SECURITY

2.1. Union Membership as a Condition of Employment. All employees covered by this Agreement shall be required as a condition of employment to apply for and to become members of and to maintain membership in the Union within thirty (30) days of ratification and approval of this Agreement. Any new employee hired after the ratification and approval of this Agreement shall be required to apply for and to become members of and to maintain membership in the Union upon successful completion of their initial 90-day trial period.

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- **2.2. Notice to Company of Non-Compliance.** After the Union has completed its internal process to attempt to obtain an employee's compliance with section 2.1 (above) and provided the Company with written documentation of the employee's refusal to comply, the Company shall discharge said employee within forty-eight (48) hours of receipt of said written notice.
- **2.3. Enforceability.** This Article shall be enforceable to the extent permitted by law.

ARTICLE 3 – UNION REPRESENTATIVES & ACCESS

- **3.1. Designation of Local Representatives.** The Union will notify the Company in writing of its Local Representatives (i.e., members of IBEW Local Union 48 staff) who are authorized to deal with the Company with regard to administration of this Agreement or any other appropriate topic under the collective bargaining relationship, and will advise the Company of the area of responsibility of each such Local Representative. The Union will notify the Company of said representatives' designation and authority and any change in either.
- **3.2. Designation of Shop Steward(s).** The Union shall have the right to designate up to one (1) Shop Steward for each work area for a maximum of 4 shop stewards.
- 3.3. Access to Company Property. As provided here, upon request, Local Representatives of the Union shall have reasonable access to enter Company property where employees are employed for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. The Company will make a good faith effort to grant the Union's access requests, provided that the Union has given at least twenty-four (24) hours' advance notice except for in a medical emergency or the invoking of an employee's Weingarten rights. Union access shall not consume an unreasonable amount of time, interfere with the work of any employee, or interfere with the operations of the Company. The Union shall hold the Company harmless as a result of any illness or injury the Local Representative may suffer while being on Company property.
- **3.4.** International Union Representatives. A representative of the International Union may also seek worksite access pursuant to section 3.3 (above); however, while onsite, the IO representative shall be accompanied at all times by a Local Representative and/or Company representative.
- **3.5. Bulletin Boards.** The Company agrees to furnish a bulletin board to the Union in the designated employee break area. Bulletin boards are to be maintained by the Union, including periodic clearing of outdated materials. Bulletin board postings are restricted to Union business, training, and education announcements and the content must be in compliance with the Company's Code of Ethics and Handbook, specifically around respectful and honest communication in the workplace.

ARTICLE 4 – DUES CHECKOFF

4.1. Deduction of Monthly Dues. The Company shall deduct from the wages of all employees who have authorized and directed the Company in writing to check off their Union dues or an amount equal to the Union dues of such employees as certified in writing by the Union to the Company and remit the same to the Financial Secretary of the Union by the 15th day of the month following the month the deductions are made.

The Union shall supply the necessary forms authorizing the deductions and will ensure they are compliant with the law. Written authorization for dues deduction shall be irrevocable for a period of one year from the date signed or until termination of the Agreement, whichever occurs sooner. Such authorization shall automatically be renewed and irrevocable for successive periods of one year (i.e., 12 months) unless revoked by written notice to the Union and the Company at least thirty (30) days prior to the expiration date of each one-year period.

4.2. Indemnification. The Union shall indemnify and hold harmless the Company against any and all claims, demands, suits and other forms of liability brought by any employee that may arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article and Article 2 (Union Security).

ARTICLE 5 – MANAGEMENT RIGHTS

- **5.1. Reservation of Rights.** The Company reserves and retains solely and exclusively, all its normal, inherent and common law rights to manage the business, whether exercised or not.
- <u>5.2. Sole and Exclusive Rights of Management.</u> The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to the following rights:
 - A. The Company retains the exclusive right to plan, determine, direct and control the nature and extent of all its production operations, including any additional operations that the Company might operate at its Portland, Oregon facility, and maintenance requirements, minimum production standards, and to install or introduce any new or improved production methods or facilities and to maintain efficient operations. However, it is understood that should the Company introduce any new or improved production methods which directly result in a significant employee headcount reduction, the Company will provide the Union with notice and an opportunity to demand to bargain the impacts of that decision that are not already addressed by this Agreement.
 - B. The Company retains its inherent right to direct and control its personnel; to schedule overtime (and assign it consistent with this Agreement); to hire; to promote, or transfer on the basis of Core Skills Competency, and reliability (which is measured by attendance,

discipline and documented observed behaviors within the prior nine (9) months); to set rates of compensation for employees within rate ranges or above minimum guaranteed compensation provided for by this Agreement; to lay-off or reduce work hours of employees because of lack of work or other proper business reason; to determine the number of employees required, and to designate the type of position, assignments and reassignments which it deems any employee is qualified to fill.

C. The Company retains the exclusive right to discipline or discharge regular employees for cause; increase or decrease the work force to meet the needs and conditions of the business; to maintain the efficiency of the operations or any part thereof; to establish and enforce reasonable rules and regulations which do not conflict with this Agreement; to determine the schedule of work days or days of work in conformance with this Agreement; and to make changes in such schedules; to determine the size and location of work stations.

The Company may exercise these functions listed above without further bargaining obligations, provided that the exercise of these responsibilities does not violate specific provisions in this Agreement.

ARTICLE 6 - GENERAL PROVISIONS

6.1. Definitions.

The term "day" or "days," when used in this Agreement shall mean calendar days.

The term "employee" or "employees," when used in this Agreement shall mean and include only those employees described above as being represented by the Union.

The term "regular rate of pay," when used in this Agreement shall mean the employee's regular hourly rate of pay.

The term "working day" or "working days," when used in this Agreement shall mean Monday through Friday.

The parties shall continually endeavor to be inclusive of all gender identities. Gender-neutral pronouns, such as "they" and "their" shall be used in this Agreement and all agreements between the parties.

<u>Section 6.2. Safety</u>. The Company will abide by and maintain in its plant, standards of sanitation, safety and health in accordance with federal, state, county, and city laws and regulations.

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ARTICLE 7 - NON-DISCRIMINATION

It is the policy of the Company and the Union not to discriminate against any employee because of any status protected by applicable law, including but not limited to union membership status, race, creed, religion, gender, age, pregnancy, ethnicity, color, national origin, veteran status, sexual orientation, mental or physical impairment provided the mental or physical impairment does not render the employee incapable of performing the essential functions of their position. It is further agreed that employees will not be discriminated against on the basis of engaging in protected activities (or refraining from the same) as defined by applicable law.

ARTICLE 8 – STRIKES AND LOCKOUTS

8.1. No Strikes, etc. It is agreed that during the term of this Agreement there shall be no strikes, picketing, work stoppages; withholding of labor; slowdowns; partial strikes; intermittent or rolling strikes; boycotts; or sympathy strikes.

The Union agrees that it will not aid, abet, sanction or encourage any conduct that would violate the "stoppage of work" provision of this Agreement, and further agrees to make an immediate, reasonable good faith effort to prevent or stop any such conduct.

8.2. No Lockouts. There will be no lockout of employees by the Company during the term of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.1. Definition. A grievance is defined as a dispute regarding the application, meaning or interpretation of a particular clause of the Agreement or regarding an alleged violation of this Agreement. It is agreed that discipline or discharge of an employee during their initial 90-day trial period is at the discretion of the Company and not subject to the grievance procedure.

9.2. Grievance Process.

<u>Informal Resolution</u>. An early and just settlement of any grievance is the objective of both parties. It is the intent of the Company and the Union that the grievant attempt to resolve the grievance informally with the grievant's supervisor prior to using the grievance procedure. To allow for an informal resolution, the parties may mutually agree in writing to extend any time limits specified in the grievance procedure.

<u>Steps in the Grievance Procedure</u>. In an effort to provide for a peaceful procedure for resolution of disputes, the parties agree to the following grievance procedure:

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Step 1. Except for grievances challenging the termination of a regular employee, which shall be commenced at Step 2, the Union may file a grievance in writing with the grievant's supervisor within ten (10) working days of the date of the alleged breach of this Agreement, or of the date the Union or grievant knew or reasonably should have known of the alleged breach whichever occurs earlier. The grievance shall include (a) a statement of the grievance and relevant facts; (b) the provisions of the Agreement alleged to be violated; and (c) the remedy sought. The manager shall respond in writing to the Union within ten (10) working days after the receipt of the grievance.

<u>Step 2</u>. If the grievance remains unresolved at Step 1, it may be appealed to the Director of Manufacturing or their designee within ten (10) working days after the response required by Step 1 was due. The Director of Manufacturing or their designee shall respond in writing to the Union within ten (10) working days after receipt of the grievance.

<u>Step 3</u>. If the grievance remains unresolved at Step 2, it may be appealed to the Vice President of Manufacturing or their designee within ten (10) working days after the response required by Step 2 was due. The Vice President or their designee shall respond in writing to the Union within ten (10) working days after receipt of the grievance.

<u>Step 4</u>. Any grievance, having progressed though the Steps as outlined in this Agreement and remaining unresolved following review by the Vice President or their designee, may be submitted by the Union to arbitration. Arbitration shall be conducted pursuant to Section 9.3, below. To be a valid request for arbitration, it must be in writing and received by the Director of Human Resources within ten (10) working days of the Union's receipt of the response from the Vice President of Manufacturing or their designee. Failure to file a valid arbitration request within the specified period shall constitute forfeiture of the claim and the case shall be considered closed by all parties.

9.3. Arbitration Provisions.

<u>Forfeiture of Grievance</u>. After initiating a valid arbitration request, if the Union fails to pursue arbitration as evidenced by no further action in the matter for sixty (60) days – including a failure to choose or eliminate arbitrators or a failure to request an extension of time – such inaction on the matter shall constitute forfeiture of the claim and the case shall be considered closed by all parties.

<u>Arbitrator Selection</u>. The parties will make a good faith effort to mutually agree to the selection of the arbitrator. If the parties cannot mutually agree upon an arbitrator, an arbitrator panel of seven (7) names shall be requested electronically from the Federal Mediation and Conciliation Service (FMCS). The parties shall split any charges from FMCS for seeking the panel. A coin flip shall occur to determine who will strike first, and strikes shall be alternated until only one (1) name on the FMCS panel remains. The remaining name shall be the arbitrator.

<u>Arbitrator's Authority.</u> The Arbitrator's authority shall be limited to interpreting this Agreement and determining whether the Agreement has been violated. The Arbitrator has no authority to add to, delete from, amend or modify any terms of this Agreement, nor reach a decision that is contrary to local, state and/or federal laws and regulations. The decision of the Arbitrator within the scope of their authority will be final and binding.

<u>Arbitrator's Fees.</u> The Arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the Arbitrator, neither party can be considered the losing party, then such expense shall be apportioned as in the Arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

- **9.4.** Time Limits. Any or all time limits specified in the grievance procedure may be suspended or extended in writing by mutual consent of the parties. Failure by the Company to submit a reply within the specified time limits shall result in the grievance going directly to the next step in the procedure. Failure by the Union to reply within the specified time limits shall constitute forfeiture of the claim and the case shall be considered closed by all parties.
- **9.5. Representation.** The employee-grievant shall have the right to be represented by one shop steward and one Local Representative at any step of the grievance procedure. Employees involved in meetings between the parties under the grievance procedure shall be allowed time off with pay for that purpose when it occurs during their regular working hours and may be done without disrupting work. Subject to operational needs, stewards shall be allowed de minimis time during working hours, without loss of pay, to see that the terms and conditions of this Agreement are adhered to. If a steward intends to leave their work area per this section, they must get prior supervisor approval and provide a time estimate of their return. In the absence of an emergency, it is also expected that stewards book end use of this section to their lunch and/or break times.
- **9.6. Witnesses.** Individuals who may have direct knowledge of circumstances relating to the grievance may appear at the request of either party during any stage of the grievance procedure. Employees involved in meetings between the parties under the grievance procedures shall be allowed time off with pay for that purpose when it occurs during their regular working hours and may be done without disrupting work.

ARTICLE 10 – DISCIPLINE & DISCHARGE

10.1. Discipline/Discharge. Employees in their initial 90-day trial period are considered "at will" and as such, the Company retains the right to discipline and to discharge employees in their initial trial period in its discretion. The Company retains the right to discipline and discharge regular employees for just cause, which shall include, but is not limited to violations of Company attendance, performance and conduct policies, procedures and standards. While the Company's policy of corrective action regards as correctable some violations of Company standards, it is

understood that there are offenses of such serious nature as to provide cause for discharge in the first instance.

10.2. Corrective Action. References to discipline shall refer to corrective action as described here. The principles of corrective action shall normally be used to address concerns related to a regular employee's work performance or failure to comply with Company policies, procedures, standards and other written expectations. Forms of corrective action shall include the following:

- First Written Warning
- Second Written Warning
- Final Written Warning (which may or may not include a suspension)
- Discharge

Coaching is not considered corrective action. The Company reserves the right to determine the type and level of corrective action to be issued to an employee and may skip steps and utilize any corrective action referenced above, based on the severity of the infraction subject to just cause standards.

Corrective action issued to an employee shall remain part of their permanent personnel record. The Company, upon issuing a second written warning or higher, shall notify the Union's Local Representatives.

10.3. Discharge. An employee who has not completed their initial 90-day trial period is considered at will and may be discharged with or without cause. A regular employee who has successfully completed their initial 90-day trial period shall be discharged only for just cause. A grievance filed by or on behalf of a discharged regular employee shall be initiated at Step 2, the Director of Manufacturing's level of the grievance procedure.

10.4. No Call/No Show. An employee may be discharged for just cause for no call/no show after two days of no call/no show.

ARTICLE 11 – SENIORITY

11.1. Definitions. Seniority shall be defined as the length of continuous service as an employee of the Company in the bargaining unit from last date of hire without a break in seniority (as described in Section 11.2, below). Bargaining unit seniority shall commence on the employee's date of hire into a bargaining unit position, but employees will not be credited with seniority until after they have completed their initial 90-day trial period. Employees promoted or transferred outside of the bargaining unit and returned to the bargaining unit shall have the seniority that the employee had earned when previously in the bargaining unit reinstated.

- **11.2. Breaks in Seniority.** Seniority shall only be broken, and employment will be severed if any of the following events occur:
 - A. Voluntary resignation or retirement;
 - B. Discharge of a regular employee for just cause or employee in their initial 90-day trial period;
 - C. Layoff in excess of twelve continuous months;
 - D. Failure to timely notify the Director of Human Resources or designee in writing (including emails) of intent to return to work pursuant to a recall notice (see Article 30 Layoffs);
 - E. Failure to report for work promptly upon expiration of an authorized leave of absence;
 - F. Absence from work due to an on-the-job injury or occupational illness for a period of three (3) years from date of injury or illness or otherwise in accordance with ORS 659A.043 or ORS 659A.046 (time spent off work due to such an injury or illness will count towards seniority only in accordance with applicable law); or
 - G. Failure to return from military leave in accordance with applicable law.
- **11.3. Suspension of Seniority**. Seniority will not accrue during periods of unpaid leave of absence in excess of thirty (30) consecutive calendar days except as required by law. In such situations, the employee's seniority date shall be reduced by the number of days the employee is absent in excess of thirty (30) consecutive days of unpaid leave. Seniority will not accrue during the time an employee is on layoff. The employee's seniority date shall be reduced by the number of days the employee was on layoff.
- **11.4. Application of Seniority.** With Core Skills Competency, and reliability (which is measured by productivity, attendance, corrective action and documented observed behaviors within the prior nine (9) months) being approximately equal, seniority shall govern layoff, recalls and promotions. The Company shall be the judge in evaluating these factors, except that its judgment shall not be exercised arbitrarily or capriciously.

ARTICLE 12 – COMPENSATION

12.1. Classifications and Rates of Pay. The classification and starting rates of pay for employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part of this Agreement.

12.2. Cost of Living Allowance (COLA).

Agreement between Schoolhouse and IBEW Local 48 January 1, 2024 – March 31, 2027 Page 9 Upon ratification and approval of the Agreement, all employees will receive the greater of either a 3% wage increase or a step up to the applicable new starting hourly rate for their classification. (See Schedule A)

During the term of this Agreement, employees shall receive the following annual cost of living allowance:

Effective July 1, 2024, employees will receive an annual cost of living allowance of 2.00%.

Effective July 1, 2025, employees will receive an annual cost of living allowance of 2.50%.

Effective July 1, 2026, employees will receive an annual cost of living allowance of 2.50%.

12.3. Merit Increases. Eligible bargaining unit employees are provided a merit increase (if one is offered by the Company) at their annual anniversary. Whether to provide a merit increase and the range of any merit-based compensation increases will be determined annually by the Company and the percentage increase will vary each year. The amount of the merit increase provided to an employee will be based on the results of the employee's annual performance review. Eligible employees who are already earning the maximum hourly rate in their classification would not be eligible for a merit increase.

2023 Merit Increases. It is acknowledged that for performance reviews that occur in calendar year 2023 the Company is intending to provide up to a 3% merit increase for eligible employees.

<u>Future Years Merit Increases.</u> Upon determining the range for a merit increase for each year of the Agreement, the Company will notify the Union. If the Company determines to not provide a merit increase for a particular year, the Company will notify the Union.

12.4. Annual Bonus. Employees will be eligible to receive an annual discretionary bonus based upon a percentage of the employee's base salary earned from the Company, contingent upon the successful achievement of individual, team, and Company goals.

If a bonus is offered by the Company, each employee's actual bonus amount is determined on a prorated basis based on the employee's hire date. If their hire date is on or before October 15, the employee will be eligible for a bonus for the Company's current fiscal year (which ends December 31). If the employee's start date is after October 15, they will be eligible for the following year's bonus program. An employee must be employed by the Company when bonuses are paid in order to receive the bonus.

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Whether a bonus will be offered to employees will be determined annually by the Company and at the Company's discretion. Upon determining to offer an annual bonus, the Company will notify the Union and tell it the range for the bonus. If the Company determines to not provide a bonus for a particular year, the Company will notify the Union.

12.5. Monthly Discretionary Bonus. Upon the start of the first quarter following ratification and approval, the Company will establish a monthly discretionary bonus by which one-time bonuses will be distributed to employees who meet the criteria which will be established by the Company and may be for any lawful non-discriminatory purpose.

The intent of the monthly bonus is to boost morale and productivity in the facility in a safe and effective manner.

- The Company will provide the Union with the eligibility criteria to receive the monthly bonus.
- **12.6. Not Subject to Grievance or Other Challenge.** The Company's decisions with respect to the annual discretionary and monthly bonus plans described above are not subject to the grievance and arbitration provisions set forth under Article 9 (Grievance Procedure) nor to challenge through strikes, picketing, or other interference with the Company's business operations.

ARTICLE 13 – EMPLOYEE STATUS

- **13.1. Employee Status.** Employees shall be designated as within their initial 90-day trial period or regular employees, depending on the length of their service with the Company.
- **13.2. Initial 90-Day Trial Period.** Every new employee shall serve an initial 90-day trial period; with a minimum of four hundred (400) hours worked during that trial period. An employee in their initial 90-day trial period is considered at will. For purposes of this section, "hours worked" means actual hours paid for working and does not include any unpaid leave. The initial 90-day trial period is an integral part of the employee selection process. An employee must meet the Core Skills Competency training in order to successfully complete the initial 90-day trial period.

Employees in their initial 90-day trial period shall be compensated at a not less than the minimum wage established for the classification of work to be performed. During the initial 90-day trial period, the employee shall not acquire any rights with respect to leaves of absence, holidays, job bidding or promotion, demotion or layoff, use of PTO or sick time, or similar rights and privileges, unless required by state or federal law. The Company, at its discretion, may discharge any employee during their initial 90-day trial period with or without cause or notice and the employee shall have no recourse under the grievance procedure.

Upon satisfactory completion of the initial 90-day trial period, the employee shall become a regular bargaining unit employee.

13.3. Promotions and Transfers. Every employee who is promoted or transferred within the bargaining unit shall serve a 90-day trial period. The promoted/transferred employee shall be compensated within the wage range of the higher job classification, if applicable. If the promoted/transferred employee fails to meet the required work standard, the employee shall be allowed to return to the employee's previously held position and wage rate, if available. If the position is no longer available, the employee would be separated through a non-disciplinary discharge.

13.4. Full-time and Part-time Employees. For benefit eligibility purposes, a full-time employee is anyone who regularly works a minimum of thirty (30) hours per week.

A part-time employee is anyone who regularly works less than thirty (30) hours per week. A part-time employee who regularly works at least twenty (20) hours per week may be eligible for prorated benefits (holiday pay, sick time and PTO) as outlined in this Agreement based on hours worked. Part-time employees may also participate in the 401(k) plan.

13.5. Temporary Employees. The Company will occasionally contract for additional help with temporary employees, including to cover for absences of employees, or due to a seasonal or temporary increase in workload. While the terms of the Agreement do not apply to temporary employees, if a temporary employee is hired as a regular employee, credit will be given for time worked, up to 90 days, against the waiting period for PTO usage and holidays. Credited time will be calculated by the number of hours worked, up to 8 hours a day. All other policies and benefits, including seniority, PTO accruals and insurance eligibility, will follow the regular, full-time regular employee standard practices and timeframes.

ARTICLE 14 – JOB POSTING AND PROMOTIONS

14.1. Posting. All vacant bargaining unit positions (except for Manufacturing Specialist 1, which is entry level) which the Company determines to fill shall be posted internally by the Company for seven (7) calendar days for bids by employees for promotion. Regular full-time employees who are interested in being promoted to a vacant bargaining unit position must notify Human Resources of their interest during the posting period.

The position shall be awarded to the most qualified bidder based on Core Skills Competency, and reliability (which is measured by productivity, attendance, corrective action and documented observed behaviors within the prior nine (9) months). If two (2) or more employees are equally qualified, as determined by the Company, the bidder with the greatest bargaining unit seniority shall be awarded the job. Employees who bid on a position shall be interviewed. If the employee

is not selected, the employee, upon request, shall receive a written explanation of the reasons why they were not selected.

If no qualified bidders exist for a vacant position following the posting period, the Company may hire from the outside or assign the vacant position to a bargaining unit employee.

14.2. Job Posting Information. Job postings are to include the following information:

- Date of Posting
- Position Title
- Where to apply and how to apply
- Application deadline
- Salary Range
- Contact person for questions

14.3. Ineligible Bids. Employees who are not in good standing (i.e., they have 4 or more attendance points or have received corrective action for conduct or work performance within the last 9 months) are unable to bid for promotion, receive a merit increase or further their Core Skills Competency training. Additionally, employees in their initial 90-day trial period are ineligible to bid for promotion.

ARTICLE 15 – HOURS OF WORK

15.1. Work Hours.

All employees shall be scheduled to work a shift, and each shift shall have an established starting and quitting time.

15.2. Work Week. The full-time work week shall normally consist of forty (40) hours. The workweek shall commence immediately upon 12:01AM on a Sunday and end at midnight the following Saturday.

15.3. Scheduled Work Shifts.

<u>Training</u>. It is the expectation of all bargaining unit employees to be cross-trained to perform bargaining unit work as assigned by the Company.

<u>Temporary Shift Changes Due to Emergency or Operational Disruption</u>. The Company may temporarily adjust employee work hours in response to seasonal high temperatures, inclement weather, other emergencies or operational disruptions. The Company will provide impacted employees with as much notice as is practicable.

<u>Establishment of Second Shift.</u> On a permanent or temporary basis, the Company may establish a second shift. The Company will provide seven (7) days' advance notice to employees being moved to the second shift, which notice period may be waived by the employee.

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<u>Scheduling of Shifts</u>. Shifts for each employee should be grouped during the work week to assure at least two consecutive days off.

- <u>15.4.</u> Rest Periods. Each employee shall be allowed an uninterrupted fifteen (15) minute rest period, preferably at or around the middle of each four (4) hour segment of work consistent with operational requirements. Additional rest periods for extended shifts shall be ten (10) minutes per four-hour segment of work, and will be provided consistent with applicable law.
- **15.5. Meal Periods.** Each employee shall be granted no less than one-half (1/2) hours as an uncompensated uninterrupted meal period during each work shift that is six hours or longer. To the extent consistent with operating requirements of each work area, meal periods shall be scheduled at or about the middle of the work shifts. In addition, employees will be provided an additional five minutes paid time as part of their meal period to engage in pre-meal or post-meal activities (ex. washing, doffing, donning, etc...)
- **15.6. Shift Coverage.** When determining who will cover any portion of an open shift, the Company will take into consideration bargaining unit employees who are cross-trained and their availability, and if applicable, the number of hours an employee has worked during that work week, with the primary goal being the avoidance of staff exhaustion.

15.7. Overtime.

Employees are paid at one-and-a-half times their regular rate for the following: 1) any hours worked over eight (8) hours in any workday; 2) for any hours worked over forty (40) in a work week, and 3) for any hours worked on a Saturday or Sunday. There is no pyramiding of overtime pay (i.e., the same overtime hours will not count toward two different overtime limits). Overtime must be pre-approved by the employees' manager.

"Hours worked" does not include time off while using accrued paid leave (sick time or PTO), or on paid holidays, or other paid or unpaid leaves (whether approved or unapproved). Any hours not worked will be deducted from the 40-hour week before overtime will be paid.

Any hours worked on a recognized holiday shall be paid at two times the employee's regular rate.

<u>Mandatory Overtime</u>. It is acknowledged, that from time to time, bargaining unit employees may be required to work extended shifts consistent with operational needs and state and federal law.

<u>Overtime and PTO/Absences</u>. In order to provide additional flexibility, employees may use up to two hours of overtime per payroll to cover time off due to pre-approved appointments or PTO or sick time. Overtime must be worked during the same week as the PTO or sick time being taken. An employee wishing to do this must contact their manager or Human Resources prior to the Monday of payroll week for any time-sheet adjustments.

15.8. Timekeeping. Accurate timekeeping of hours worked is the sole responsibility of the employee. At the end of each pay period, the employee is to review their time sheet and submit it assuring its accuracy. All time sheets will also be reviewed and submitted by the employee's supervisor. Inaccurate time sheets submitted by the employee will be considered a policy violation.

Agreement between Schoolhouse and IBEW Local 48 January 1, 2024 – March 31, 2027 Page 14 If an employee requests a correction or addition to their timesheet, the employee must place a note on the timesheet. Any intentional inaccuracy or falsification shall be subject to corrective action.

ARTICLE 16 – SHOW UP PAY

In no event shall less than two (2) hours be paid to an employee at their regular rate for reporting to work except in the following circumstances:

- A. In the event cases of inclement weather, storm, flood, accident, power breakdown, machinery breakdown and other similar events beyond the control of the Company; or
- B. Advance notice to not report is given to the employee by telephone, text, and/or email at least two (2) hours prior to the beginning of their scheduled shift or by notice posted at the main gate/time clock at least twenty-four (24) hours before the start of such shift.

Show up pay under this provision will not be paid to an employee who reports to work visibly not fit for duty (i.e., impaired, sick or injured) or who has discipline/conduct issues and is sent home by the Company on that basis.

ARTICLE 17 – PAY DAY

Bargaining unit employees shall have their pay period based on a weekly basis, which will be based on a work week that begins on Sunday and ends on Saturday (See 15.2). Wages shall be paid no later than quitting time on Friday.

When, through the direct fault of the Company, an employee has not received their paycheck by quitting time on Friday, a penalty of \$50 shall be paid per calendar day until receipt of their check, up to a maximum of \$200. Similarly, if an employee is laid off or involuntarily terminated and they are paid their final paycheck via direct deposit, they shall receive their final paycheck no later than the end of the next business day following their termination. If through the direct fault of the Company, the terminated employee does not timely receive their final paycheck, it shall result in similar penalties up to a maximum of \$200.

ARTICLE 18 – HEALTH INSURANCE, LIFE INSURANCE & VOLUNTARY BENEFITS

18.1. Eligibility and Benefits. The Company will continue to provide health and welfare benefits to eligible employees. Employees who work at least 30 hours per week are eligible for medical, dental and vision insurance, effective the first day of the month following hire.

The benefits offered are noted below and described in the Summary Plan Descriptions (SPD) for each. An annual enrollment will be established each year for all eligible employees to elect choices among the benefits offered.

Employee payroll contributions rates will be set annually by the Company and communicated to employees during the annual enrollment period.

All terms, rights, modifications and contribution levels during the life of this Agreement will apply to all employees. The Company has the right to revise or amend each of its plans at any time, it being understood that such changes will apply to all employees. In the event of any changes to a plan that are of substance (i.e., material, substantial and significant), the Company agrees to notify the Union in advance of implementation.

18.2. Benefits Offered. The following benefits are currently offered to employees:

- Medical Plan
- Dental Plan
- Vision Plan
- Employee Life Insurance Plan

The official plan documents control all terms and conditions of the benefits plans identified above. Summary Plan Descriptions (SPDs) and plan documents for the benefits programs are available from Human Resources upon request.

18.3. Voluntary Benefits. The Company will continue to offer voluntary employee benefits (such as long-term disability and the employee discount) as outlined in the Employee Handbook and the SPD's for those voluntary employee benefits (if applicable). In the event that the Company wishes to terminate a voluntary employee benefit, it will notify the Union and allow them to demand to bargain over it.

ARTICLE 19 – 401K PLAN

The Company shall continue to offer a voluntary 401(k) plan. All employees who have completed their initial 90-day trial period are eligible to participate in a voluntary 401(k) program offered by the Company. In accordance with plan requirements, each new employee, upon reaching eligibility, will automatically be enrolled in the 401(k) program to contribute at the rate of three percent (3%) of their pre-tax wages, unless the employee chooses to opt out.

Employees may opt out of the 401(k) program or adjust their contribution rate at any time.

In the event that the Company adopts a 401(k) match for another workgroup, it will notify the Union and allow them to demand to bargain over it.

ARTICLE 20 – HOLIDAYS

20.1. Recognized Holidays. As provided below, the following shall be recognized as holidays with pay covered by this Agreement:

New Year's Day (January 1st)
Martin Luther King Day (3rd Monday of Jan.)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday of September)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

Except as provided below in Section 20.4, in addition to the holidays listed, employees shall be given time off with pay for the regularly scheduled workdays that fall between December 25 and January 1. This shall be referred to as "Winter Week." (Example: If adopted, in 2024, Winter Week would consist of December 26, 27, 30 and 31.)

20.2. Observing Holidays. Holidays shall be recognized in the following manner:

- A. If a recognized holiday falls on a non-workday, the holiday will be recognized on the prior Friday, if the holiday falls on a Saturday, or on the following Monday, if the holiday falls on a Sunday. If an employee wishes to take time off for another holiday not listed above, they may request PTO.
- B. Full-time employees shall receive eight (8) hours of holiday pay at their regular rate of pay for each recognized holiday. Employees working less than 30 hours per week will receive four (4) hours of holiday pay. Holiday pay is available to employees on their 91st day of employment.
- C. In most instances, to be eligible for holiday pay, an employee must work on the scheduled workday immediately preceding and following an observed holiday unless the absence is pre-arranged.
- **20.3.** Religious Accommodation. If, due to religious reasons, an employee wants to request accommodations for a religious holiday, the employee should contact their manager or department director as soon as possible to aid in scheduling.
- **20.4. Winter Week.** Consistent with its operational needs, the Company may elect to provide employees with the equivalent number of days off with pay during quarter one (through March

31) of the following calendar year in lieu of providing employees with some or all of the dates included in Winter Week.

Should the Company make this election, it will notify the Union in writing of its proposed in lieu of dates no later than November 15 of each year.

ARTICLE 21 – PAID SICK LEAVE

21.1. Annual Frontload. All full-time bargaining unit employees (working 30 or more hours per week) will be frontloaded forty (40) hours of paid sick time at the beginning of every calendar year or upon completion of their initial 90-day trial period.

Part-time employees will accrue sick time in the same manner at the rate of 1 hour for every 30 hours worked up to an annual maximum of forty (40) hours of paid sick time. Except as otherwise required by law, no paid sick time is accrued for hours not actually worked, such as sick days, holidays, vacation days, and approved federal and state leaves.

21.2. Usage of Sick Time. Employees may use the paid sick time upon completion of their initial 90-day trial period.

For any employee has been employed with the Company for ninety-one (91) days, the first 40 hours of paid sick time is considered protected time. No attendance points will be assigned for these absences.

Paid sick time may be used for sick days, doctor appointments and any other purposes identified under the Oregon Sick Leave law. Employees using paid sick time are expected to comply with the Company's notice of absence requirements and other rules around use of accrued leave.

At the end of a calendar year, any unused paid sick time is forfeited.

Any unused paid sick time will not be paid out to an employee at time of separation from employment.

The Company reserves the right to seek medical verification for absences consistent with applicable law, including the Oregon Sick Leave law.

ARTICLE 22 - PAID TIME OFF

22.1. Paid time Off (PTO). All bargaining unit employees shall accrue paid time off (PTO). Accrual begins on the first day of employment, but employees are not eligible to use or collect

any PTO until the end of their initial 90-day trial period. All full-time and part-time employees are eligible to accrue PTO based on the schedule below.

PTO accrues between January 1st and December 31st yearly and is to be used within the same year it is accrued. Employees may, however, carry over up to 40 hours into the next calendar year. Except as otherwise required by law, no PTO is accrued for hours not actually worked, such as holidays, sick days, vacation days, and approved federal and state leaves. PTO can be used for sick days, approved vacation time, holidays not recognized by the Company, doctor appointments and other personal time off from work. PTO will automatically be deducted for time off, unless otherwise approved by a manager.

PTO accrues at the following rates:

- 0-24 months of employment accrues at 0.042152 PTO earned per hour worked (1 hour for every 23.7 hours worked)
- 25 48 months of employment accrues at 0.063012 PTO earned per hour worked (1 hour for every 15.47 hours worked)
- 49 999 months of employment accrues at 0.085106 PTO earned per hour worked (1 hour for every 11.35 hours worked)

22.2. Requesting Time off and Use of PTO. Employees are expected to follow the Company's procedures regarding use of PTO as described in the Employee Handbook.

Upon termination of employment, any employee who has been employed at least 90 days shall be paid for all earned, unused PTO hours at their regular rate of pay.

ARTICLE 23 – LEAVES OF ABSENCE

23.1. Bereavement and Funeral Leave. In addition to leave which may be available under the Family Medical Leave laws (Section 3), bereavement leave is granted to regular full-time and part-time employees, after completing their initial 90-day trial period, who suffer the loss of an immediate family member: spouse, same gender-domestic partner, child, parent, parent-in-law, sibling, grandparent, or grandchild. Employees will receive three days of paid leave, outside of PTO, at their regular rate of pay. (Part-time employees will receive prorated leave.) This time may be used for making funeral arrangements, attending the funeral and burial, paying respects to the family at a wake or visitation, dealing with the deceased's possessions and will, and any ancillary matters that employees must address when a loved one dies. The leave must be used within one (1) year of the family member's death.

An employee requesting bereavement leave and/or leave under Oregon Family Leave Act (OFLA) arising from the death of a family member should contact Human Resources for more information.

23.2. Jury Duty. In the event an employee receives notice to report for jury duty, an employee must notify their manager immediately so that arrangements can be made to have the employee's duties covered until they return to work. The Company believes jury duty is an important civic duty, therefore, employees will be paid for time spent on jury duty during what is normally their regular work hours.

The employee must present their manager or Human Resources with documentation of covered time. Additionally, if an employee is released from jury duty for the day during their regularly scheduled work hours, the employee is expected to contact their lead or manager to see if they should report to work for the remainder of the work day.

If the employee's absence due to jury service would cause an extreme hardship in their department, the Company may draft a request for a postponement so that the employee may be excused from jury service.

- **23.3. Family Medical Leave.** The Company will comply with its obligations under the federal Family Medical Leave Act (FMLA), and the Oregon Family Leave Act (OFLA).
- **23.4.** Paid Leave Oregon. The Company will comply with its obligations under Paid Leave Oregon.
- **23.5. Oregon Crime Victims Leave.** The Company shall comply with the Oregon Crime Victims Leave law.
- **23.6.** Paid Parental Leave Benefit (Coordinated with Paid Leave Oregon). The Company provides up to twelve (12) weeks of paid parental leave to eligible employees following the birth of an employee's child or the finalization of an adoption of a child seventeen years old or younger. Employees shall receive this benefit consistent with Company policy. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or newly adopted child. This benefit will run concurrently with Paid Leave Oregon, FMLA and OFLA, as applicable.
- **23.7. Military Leave.** Military leave shall be granted in accordance with applicable state and federal law.
- **23.8. Extended Leaves of Absence.** Subject to the eligibility requirements and conditions set forth below, time off requests beyond the employee's available PTO balance may still be approved but will be considered an extended leave of absence not to exceed a total of twenty (20) working days. Unless time off is protected by mandated leave laws, the Company may not hold the employee's position. An employee seeking an unpaid extended leave of absence will be advised in writing whether their position will be held at the time that the request is approved. An employee who takes an unpaid extended leave of absence may be eligible as a rehire if a similar or another position for which they are qualified is open when they return.

Eligibility Requirements: An employee seeking an extended leave of absence must meet the following:

- At the time of their request, the employee must have been employed for at least twenty-four (24) months with the Company and at least twenty-four (24) months have passed since conclusion of the employee's last extended leave of absence.
- The employee must have accrued a minimum of forty (40) hours of PTO at the time leave begins.
- The employee must be in "Good Standing" for at least the six months prior to the leave request. Good Standing is defined as:
 - Having less than three attendance points;
 - Having not received any coachings or corrective action within the prior six months;
 and
 - Is currently meeting performance requirements.

Employees meeting these eligibility requirements may request an extended leave of absence, and approval shall be at the discretion of the Company and subject to operational needs.

ARTICLE 24 – SAFETY

The Company will abide by and maintain in its plant, standards of sanitation, safety and health in accordance with federal, state, county, and city laws and regulations.

ARTICLE 25 – LABOR MANAGEMENT

The Company and the Union agree that Labor-Management Committees are a valuable element for building and maintaining good working relationships. It is the intent of the Labor-Management Committee to meet on a quarterly basis and on an ad hoc basis if needed, operations permitting. Up to 2 Shop Stewards and the Local Representative will comprise Labor. Management will appoint its 3 respective members of the Committee.

ARTICLE 26 – SUBCONTRACTING OF BARGAINING UNIT WORK

The Company recognizes the Union's desire to perform all work covered under the jurisdiction of this Agreement and will make sincere efforts toward that goal. However, it is also recognized that the Company's operating requirements may necessitate the contracting out of such work. The Company may continue its existing practices with respect to contracting out of bargaining unit work.

When the Company contemplates or plans on using outside contractors in a way that is not contemplated by existing practices, the Company will provide the Union notification of these plans. Upon request, the Company agrees to meet after this notification with the appropriate

Agreement between Schoolhouse and IBEW Local 48 January 1, 2024 – March 31, 2027 Page 21 Local Representative and review these plans with the intent of assuring such work must be subcontracted. During this review, the Company shall provide a clear description of all work the Company is considering subcontracting, including the details of the specific project. The Company will also provide an explanation of the Company's need to subcontract the work under review. The Local Representative will be given an opportunity before the Company makes its final decision to propose alternatives whereby primary consideration will be given to utilizing bargaining unit employees, factoring in sound business practices. After meeting to discuss the issue with the Union and considering the Union's alternatives in good faith, the Company may implement its subcontracting proposal.

It is not the intent of the Company to erode job security of the bargaining unit. Subcontracted labor will not be hired to perform bargaining unit work when there is a laid-off employee with recall rights within the job classification that performs the job unless necessitated by economics, timeliness, equipment or skill requirements.

ARTICLE 27 – ATTENDANCE

27.1. Attendance Point System. Any discipline regarding attendance shall fall under guidance of a point system. Accrual of points shall be based on certain criteria as listed below:

- ½ point for each tardy (a tardy is defined as when an employee is not at their work station, working, on time within fifteen minutes of their scheduled start time). (Note: A ½ point may be assessed an employee if they're less than fifteen minutes late if there's a pattern of abuse of arriving after the scheduled start time.)
- 1 point for each absence by occurrence that is not pre-approved (either PTO or unpaid) or protected by law.
- ½ point for each unauthorized early out (leaving any time before the end of the employee's scheduled shift).
- Additional ½ point if the tardy arrival is more than thirty minutes after the start of the scheduled shift.
- Additional ½ point of the early out is more than one hour before the end of the scheduled shift.
- **27.2. Protected Leave Absences.** Absences due to illness or injuries that qualify under FMLA (Family Medical Leave Act), OFLA (Oregon Family Leave Act), Oregon Sick Time or other protected leave will not be counted against an employee's attendance record.
- **27.3. Notification of Point Accrual.** Employees shall be notified as soon as possible (not to exceed 24 hours after employee's return to work) of any accrual of points or partial points that result in a First Written Warning or higher.
- **27.4.** Attendance-Related Corrective Action. Attendance-related corrective action will occur based on points received within the most recent nine (9) month period. Any occurrences older

than nine (9) months will not be considered in disciplinary action. Disciplinary action will follow the same steps set out in Discipline and Discharge (Article 10), with the correlating points triggering each step.

- 4 points = First Written Warning
- 5 points = Second Written Warning
- 6 points = Final Written Warning (which may or may not include a suspension)
- 7 points = Discharge

ARTICLE 28 – SUCCESSORSHIP

The Company shall give written notice of this Agreement to any successor, purchaser, transferee, lessee, assignee, or other party involved in any sale, transfer of assets, or assignment of assets covered by the Agreement. The Company shall send a copy of that notice to the Union no later than the date upon which the Company and the third party execute a final binding contract governing the transaction.

ARTICLE 29 – EXISTING CONDITIONS

It is recognized that the Company retains the authority to fulfill its responsibilities and has done so through the implementation of policies and procedures governing employee conduct and work performance.

Consistent with the National Labor Relations Act, the Union retains the right to bargain all policies, rules, and work practices that are implemented or modified during the term of this Agreement which concern mandatory subjects of bargaining and are not otherwise addressed or waived by this Agreement. Should the Company implement or modify any policies, rules, and work practices which concern mandatory subjects of bargaining and are not otherwise addressed or waived by this Agreement, such implementation will be discussed in advance by the Union and the Company (such as at a Labor Management Committee meeting).

ARTICLE 30 – LAYOFFS

30.1. Introduction. The Company values stability in the workforce and the talents and contributions of its employees. The Company will make good faith efforts to discuss layoffs with the Union as far in advance as practicable for the sole purpose of discussing other possible workforce adjustment measures in lieu of some or all of the proposed layoffs. Other workforce adjustment measures may include but are not limited to reductions of regular work hours of less than thirty (30) days, reassignment of employee(s) to existing bargaining unit vacancies, and

working with employees whose regular work hours are reduced to identify available additional shifts, if any.

30.2. Layoff Procedure. The Company will determine the number of headcount to be reduced. The following procedure will be followed for layoffs:

- A. The Company will determine the staffing level (i.e., number of employees to be retained).
- B. Once the staffing level is determined, employees will be identified for layoff in the following order:
 - 1. Employees in their initial 90-day trial period will be laid off first with or without advance notice as provided in Section 2.3, below.
 - 2. In the event the layoff of employees in their initial 90-day trial period is not sufficient to address the reductions in force deemed necessary by the Company, employees shall be selected for layoff as provided for in Seniority, Section 4 (11.4).
- C. Layoff notices shall be given in writing to each impacted employee, and their Local Representative. Layoff notices for regular employees shall be given as far in advance of the action as practicable but not less than 10 working days in advance. The notices for impacted regular employees shall state the reason for the layoff. (The Company, in its discretion, may choose to pay the employees in lieu of notice.)
- D. Employees who are retained may be transferred to different assignments, provided they possess the Core Skills Competencies or have met the minimum cross-training requirements for the assignment that they are transferring into.
- <u>30.3. Hours Reductions (State of Oregon Workshare Program)</u>. As a measure separate from layoff, the Company may reduce employees' hours per this section with five (5) working days' advance notice.
 - A. The Company will participate in the Workshare program offered by the State of Oregon.
 - B. Employees whose hours are reduced according to this section will be offered benefits under Workshare.
 - C. It is acknowledged that because Workshare is a program run by the State of Oregon that the State (not the Company) makes eligibility determinations and sets benefit levels. Should the State end Workshare or change the eligibility requirements, benefits or administration of the program, the parties agree there is no obligation to bargain the effects of any of those changes.
- **30.4.** Recall. Employees laid off under this Article (or who have had their hours reduced under 30.3) shall have recall rights for up to one (1) continuous year following their layoff. (Example: An employee laid off effective July 1 would have recall rights until June 30.) The following guidelines will be followed for recalls:

- A. Employees will be recalled to vacancies, in the reverse order of layoff, provided they possess the Core Skills Competencies of the vacant position.
- B. Recall from layoff or an increase in regularly scheduled working hours for employees who are considered "laid off" as set forth in 30.2 above, shall be by reverse order of layoff (or reduction in hours) and continuing in that order. For the purposes of this section, the Company will maintain separate recall lists for employees who are not working and are on layoff status and for employees whose hours were reduced more than eight (8) hours per week. Employees will only be recalled from the list on which they're placed. (Example: An employee whose hours were reduced by 16 hours per week cannot be recalled to a vacant bargaining unit position.)
- C. Employees must keep the Director of Human Resources updated with their current mailing address and current personal email address.
- D. Notice of recall from layoff shall be sent via email and by U.S. first class regular mail to the last addresses on file with an electronic copy to the Local Representative. Employees who are offered recall must notify the Director of Human Resources or designee in writing (including emails) of their intent to return to work pursuant to the recall notice within seven (7) calendar days of receipt of email or ten (10) calendar days of mailing, whichever is greater, and must report to work within fourteen (14) calendar days of the mailing of the recall notice. An employee who declines a recall opportunity or fails to timely respond to a recall notice will result in loss of all recall rights.
- E. No new employees shall be hired to any vacant bargaining unit position if there are employee(s) with recall rights to the vacant position, unless the employee(s) with recall rights have declined to return or fail to timely respond to a recall notice.
- F. Employees in their initial 90-day trial period have no recall rights or the right to otherwise challenge their layoff through the grievance procedure.
- **30.5.** Employee Rehires. The Company will consider the rehire of former employees (who had completed their initial 90-day trial period) who were in good standing at the time of departure, and who voluntarily left employment or were laid off due to business needs. Employees re-hired within 12 months of their termination date will retain their bargaining unit seniority, PTO accruals, and other company benefit eligibility based on the hire date prior to separation. If an employee was previously eligible for insurance and/or 401(k), they may re-enroll immediately upon rehire, consistent with Plan requirements.

ARTICLE 31 - SAVINGS CLAUSE

Should any section(s) or article(s) of this Agreement, or any application thereof, become unlawful by virtue of any federal or state law or regulation (or by order of any court of competent jurisdiction), or by executive order of the President of the United States or Governor of the State, then such section or article of this Agreement shall be modified in compliance with the law or order. Negotiations shall commence within thirty (30) days between the parties thereto for the purpose of reconciling the conflicting section or article. All other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

ARTICLE 32 - TERM OF AGREEMENT

This Agreement shall become effective on January 1, 2024 (i.e., latter date upon which the Agreement is ratified and approved) and shall continue in full force and effect for an initial term that extends through March 31, 2027 (the "Expiration Date"), and shall terminate if either party serves a written notice of modification or termination at least ninety (90) days prior to the Expiration Date. If neither party serves timely said notice, the Agreement shall continue from year to year thereafter, provided however, that either party may, by written notice not later than ninety (90) days prior to the Expiration Date of the expiring year, serve written notice to modify or terminate this Agreement as of the Expiration Date.

FOR THE COMPANY:		FOR THE UNION:	
Jason Chatterju	01/05/2024	AH III	01/08/2024
Jason Chatterjee	Date	Garth Bachman	Date
Chief Financial Officer		Business Manager/Financial Se	cretary
		[M/13/	1/8/2024
		Joe Bond, Lead Negotiator	Date
		South w	1.8.7.424
		Scott Cohnelly/ Committee Me	mber Date
		ath	1/10/2024
		Aaron Donovan, Committee M	ember Date
		Elliott Kropp, Committee Mem	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
		Mykeny	01/10/24
		Mike Rodriguez, Committee M	ember Date

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

5/1/2024

Kenneth Cooper, International President This approval does not make the International a party to this agreement.

SCHEDULE A – WAGES

Effective upon ratification/approval:

CLASSIFICATION	STARTING HOURLY RATE	MAXIMUM HOURLY RATE
Manufacturing Specialist 1 (MS1)* (Skillsets that currently encompass skills within these groups: Assembly, Materials Handlers, Shippers & Receivers)	\$20.00	\$28.80
Manufacturing Specialist 2 (MS2)** (Skillsets that currently encompass skills within these groups: Finishers, Cycle Count functions, TWI, Tier 2 Assemblies)	\$21.61	\$31.12
Manufacturing Specialist 3 (MS3)*** (Skillsets that currently encompass skills within these groups: Painters; Lead Back-up; Outside Manufacturing Posting)	\$23.54	\$33.90

^{*}An employee shall receive a \$0.50 per hour wage premium for actual time that the employee spent training other employees.

Key Distinguishing Duties:

*MS1: A generalist role; upon hire, employees would enter as an MS1 and complete the initial 90-day trial period and core skills program.

**Pistinction between MS1 and MS2: For an MS1 to become an MS2, operational needs must support this and an MS1 must demonstrate consistent satisfactory job performance and attendance and successfully complete one of the following: 1) the Finishing Core Skills program; or 2) the training requirements for an MS1 and the TWI-trainer training. Company may directly hire MS2's as needed. (Example: Employee gets hired into Finishing as an MS2, and they would also be trained in MS1 focus areas)

***Distinction between MS2 and MS3: An MS3 performs higher-level specialized roles, on a permanent or as assigned basis (such as back-up lead). Company may directly hire MS3's as needed.

Effective July 1, 2024 2.00% COLA

CLASSIFICATION	STARTING HOURLY RATE	MAXIMUM HOURLY RATE
Manufacturing Specialist 1 (MS1)	\$20.40	\$29.38
Manufacturing Specialist 2 (MS2)	\$22.04	\$31.74
Manufacturing Specialist 3 (MS3)	\$24.01	\$34.58

Effective July 1, 2025 2.50% COLA

CLASSIFICATION	STARTING HOURLY RATE	MAXIMUM HOURLY RATE
Manufacturing Specialist 1 (MS1)	\$20.91	\$30.11
Manufacturing Specialist 2 (MS2)	\$22.59	\$32.53
Manufacturing Specialist 3 (MS3)	\$24.61	\$35.44

Effective July 1, 2026 2.50% COLA

CLASSIFICATION	STARTING HOURLY RATE	MAXIMUM HOURLY RATE
Manufacturing Specialist 1 (MS1)	\$21.43	\$30.86
Manufacturing Specialist 2 (MS2)	\$23.16	\$33.34
Manufacturing Specialist 3 (MS3)	\$25.23	\$36.33