

K9862

WORKING AGREEMENT

This agreement entered into on this

1<sup>ST</sup> DAY OF JUNE, 2016

by and between:

ROSEBURG FOREST PRODUCTS CO.  
(Referred to herein as the Employer)

***Riddle REW Facility***

and

CARPENTERS INDUSTRIAL COUNCIL  
LOCAL UNION NO. 2949  
(Referred to herein as the Union)

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## **PREAMBLE**

THIS AGREEMENT, made and entered into this 1st day of June 2016, by and between Roseburg Forest Products Co. Riddle Engineered Wood Facility (REW) located near Riddle, Oregon, called Employer, and Local Union No. 2949 of the Carpenters Industrial Council, and chartered by the United Brotherhood of Carpenters and Joiners of America, hereinafter referred to as Union, and authorized agents of Employer's employees covered by this Agreement.

The parties agree the joint mission of the parties is to provide outstanding customer service and to safely produce a quality product at a competitive price. All skills and abilities of all employees will be utilized to perform bargaining unit work safely and in the most efficient manner subject to conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises and undertakings in good faith made by both parties to this Agreement, individually and collectively, the said parties do hereby agree to and with each other as follows, to wit:

### **ARTICLE 1 – Recognition**

The Employer agrees that the Union shall be the sole and exclusive bargaining agent for production and maintenance employees at the REW facility, excluding office and clerical employees, and guards, supervisors, quality and production control, technical and professional employees as defined in the National Labor Relations Act.

Nothing herein shall prevent the Company from fulfilling its obligations under applicable federal and state labor, disability, and employment laws. However, the previous sentence will allow due consideration to this agreement.

All references to employees in this Agreement shall designate both sexes, and whenever the male or female gender is used it shall be construed to include both male and female employees.

### **ARTICLE 2 – Rights of the Parties**

#### **Union Rights**

The Union has all rights specifically provided under the terms of this Agreement, and unless specifically waived by the Carpenters Industrial Council Local 2949 Executive Committee, retains all rights given it by statute.

#### Union Membership

Employer agrees that all present and future regular employees covered by this Agreement shall, within thirty-one (31) days from the date of this Agreement, and as a condition of continued employment, join and maintain membership in the Union which is a party to this Agreement.

New employees hired to perform work in the job classifications covered by this Agreement shall be subject to a sixty (60) day trial period. The parties may mutually agree to extend this trial period for an additional sixty (60) working days, if necessary. When a new person is employed the Employer will notify the Union. Employer shall have the unquestioned right to discharge any employee at any time during the employee's trial period, and this right shall not be appealed by the employee or Union.

The Employer agrees to discharge any employee who is not in compliance with the provisions of this Article within seven (7) days after having received written notice from the Union.

#### Check-off of Union Membership Dues and Initiation Fees

The Employer will deduct from the pay of each employee covered by this Agreement the current monthly Union membership dues and initiation fees uniformly required of all Union members. The Union will deliver a properly executed authorization for each employee. For sample authorization form – see Appendix A.

When an employee has insufficient earnings in the pay period to cover authorized Union deductions, then the Employer shall make an extra deduction the following month provided that the Employer is notified in writing by the Local Union to make the extra deduction.

Upon receipt by the Employer of a signed voluntary authorization by an employee who is not a member of the Union, the Employer shall deduct from the pay of such employee an amount equivalent to the Union monthly membership dues.

Such authorization shall continue in effect during the term of this Agreement.

The Union shall notify the Company of the amount of its initiation fees and regular monthly dues (or equivalent thereof) and of any subsequent changes as they occur from time to time. Such notifications shall be by letter to the Company, signed by the President and Secretary/Treasurer and bear the Union seal.

Should the Union adopt a method of calculating Union dues that cannot easily be accommodated by the Company's payroll system then the Company will collect Union dues using the existing method until a satisfactory method is adopted.

#### **Management Rights**

The management of the plant and the direction of the work force are vested exclusively in the Company and, the Company shall have the sole and exclusive rights customarily reserved to management, including the right to schedule operations, shifts, and all hours of work; and the right to establish reasonable rules pertaining to the operation of the plant and permissible conduct of employees, except as limited by specific provisions of this Agreement. The above mentioned management rights are not to be interpreted as being all inclusive, but merely indicate the type of rights which belong to and are reserved to management. It is understood that any of the rights, power, or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement.

### **ARTICLE 3 – Committees**

- A. Employee members of the Union shall elect and maintain committees at the plant which shall represent them. Membership of the Plant Committee shall consist of at least five (5) employees, each of whom must have been in the employ of the Company for at least six (6) months preceding their election and also must be and remain actively employed in the plant.
- B. Employer shall appoint one (1) or more representatives from among its office or supervisory employees who are not covered by this Agreement, who shall represent it in conference with the Plant Committee.
- C. There shall be no Union activities on the premises of the Employer during working hours except as provided in this Agreement.

### **ARTICLE 4 – Review and Adjustment of Complaints and Grievances**

It is the intent and purpose of this Agreement that all grievances and disputes arising hereunder be settled, if possible, by negotiation. If, however, no agreement on any such grievance or dispute is reached after sincere negotiations, either party may take such action as it may choose.

- A. Employer retains the right to hire, and to suspend or discharge any employee, but agrees, upon request of the employee, to state reasons for suspension or discharge in writing.
- B. Cases of alleged unjust suspension or discharge will be subject to review by the proper Plant Committee and the Employer, if presented by Plant Committee member or shop steward in writing within two (2) working days from the date such suspension or discharge occurred. If the Employer and Plant Committee find that such suspension or discharge was without sufficient cause, the Employer agrees to reinstate the employee without loss of pay.
- C. Should there be any dispute or complaint as to the interpretation of any clause of this Agreement, or any grievances arising out of the operation of the Agreement, the Union agrees that all employees shall continue work (except in cases of suspension or discharge) under the conditions existing prior to the time the dispute, complaint or grievance arose and such dispute, complaint or grievance shall be handled in the following prescribed manner:

Step 1      The employee or employees involved and the Shop Steward shall meet with the appropriate Team/Area Leader to discuss the matter. The Team/Area Leader shall have up to twenty-four (24) hours from the time of presentation in which to give his or her answer in writing. If no satisfactory settlement is reached under this procedure, the dispute, complaint or grievance shall be reduced to writing. Two (2) copies of the written grievance shall be given to the appropriate Team/Area Leader and the matter will be directly taken up with the Plant Management and Plant Committee.

Step 2      The Union would then contact the Plant Management and set up a meeting with the Plant Manager and the Employer Committee. The Plant Committee shall be entitled to one (1) Union representative to assist them in any meeting with the Employee

Committee, and one (1) employee who is involved in the matter under discussion. The Employer shall be entitled to have the supervisor involved present at any meeting with the Plant Committee. Any settlement arrived at between the two (2) Committees shall be written out and signed by the members of each Committee.

Step 3 If the two (2) Committees are unable to arrive at a satisfactory settlement within five (5) days from the date of their first meeting, unless extended by mutual agreement between the Company and the Union, the matter shall be taken up directly with the President of the Company or the President's designee, and those persons provided for in Step 2 above. The Union shall be entitled to one (1) representative of the District Council and one (1) representative of the International Brotherhood as it may elect to assist in any meeting with management. Management shall be entitled to not more than two (2) representatives in addition to such persons as are provided for in Step 2 above at any meeting with the Union. In the event a meeting with the President of the Company or the President's designee, as requested cannot be arranged for and held within fifteen (15) days following such request, unless extended by mutual agreement, the entire grievance procedure provided for in this Article shall be deemed to have been exhausted, either party may then take any action it deems advisable.

- D. Any settlement arrived at in the manner set out in Paragraph A of this Article shall be accepted by and be binding upon the Employer, the Union and the employee or employees concerned.
- E. All meetings provided for above shall be held outside working hours of the employees in attendance at the meeting, except that the Employer will, when sufficient advance notice is given by the Union, arrange for one (1) Union committee person to be off shift without pay, for the purpose of attending meetings held under the provisions of this Article. Meetings and conferences between the Employer and the Union, through their committees or representatives, shall be held in the office of the Employer or at such other place and at such time as may be agreed upon.

#### **ARTICLE 5 – Hours of Labor**

- A. The regular work schedule and the regular hours of labor shall consist of five (5) consecutive eight (8) hour days, except the work week and work schedule may be adjusted to ten-hour and twelve-hour days to meet the needs of the operation. For 12-Hour Shift Clarification – See Appendix B.
- B. Shift schedule changes shall be made as set forth below without vote of the crew involved.

It is recognized and agreed that the Employer, at its option, and with no less than two (2) calendar weeks notice in writing to the Union Office and posted in the plant on the same day, may schedule the entire plant, a single department, or a single process of the operation, to operate on a different shift configuration (start times, # of hours, days of week). Notwithstanding the previous sentence a crew and management may agree to waive notice period for a mutually acceptable shift change. When the Employer schedules any such portion of the operation to operate on a continuous 24-hour day, 7-day week basis or a 4/ten-hour basis, it is recognized and agreed that the normal work schedule of affected employees may commence and end on other days of the week established by the Employer in the light of the essential needs of the operation. The workweek and work schedule

of such employees shall be arranged so that each employee shall receive two (2) consecutive days off each week (except when appropriate, at a shift rotation). Overlap of shifts shall be allowed. There will be no shift rotation, i.e., straight days, straight swing, and for shift preference, bid out as such.

- C. Any employee incurring an on-the-job injury serious enough to require immediate medical attention, and who is unable to return to work during the remainder of the shift because of the injury shall receive either four (4) hours, five (5) hours, or six (6) hours pay if injured during the first half of the applicable shift or eight (8) hours, ten (10) hours, or twelve (12) hours pay if injured the last half of the applicable shift, provided the employee's supervisor is immediately notified of the injury as required by the Workers' Compensation Act.
- D. Nothing in this Agreement will be construed to limit the performance of incidental work normally performed by employees in the bargaining unit by supervisors. Incidental work by a supervisor is acceptable in emergencies, to temporarily assist bargaining unit employees, fill in temporarily for absent employees until a replacement is found (not to exceed two (2) hours) or for training purposes. The above exceptions are made with the understanding that supervisors will not work to circumvent overtime, displace or replace bargaining unit employees and will not perform bargaining unit work for the purpose of keeping employees on layoff.
- E. Allow a required safety meeting (limited to thirty (30) minutes per month) provided employees are given forty-eight (48) hours notice and are paid overtime when scheduled outside normal shift times and when the normal shift has been worked.

**Rest Periods** – For MOA clarification – See Appendix C

- A. Employees working on jobs where rest relief periods are needed shall be permitted a ten (10) minute relief period as near as possible in the middle of each one-half shift, on the Employer's time if on a five (5) day, eight (8) hour day schedule. On a four (4) day, ten (10) hour shift schedule an employee will be permitted a thirty (30) minute unpaid meal period and two (2) ten (10) minute relief periods, each scheduled as near as possible in the middle of each one-half work period. "Work period" means the period between the time the employee begins work and the time the employee ends work, including rest period, but not including meal periods unless the employee is required to perform work during the meal period. It is understood that if an employee actually performs work beyond the "ten (10) hour work period" the employee would be given an additional ten (10) minute rest period.
- B. Eight (8) hour shift employees offered and accepting overtime work in excess of one (1) hour, will be permitted a ten (10) minute relief period at the end of the regular shift, and before they start the overtime work.

**Meal Period** – For MOA clarification – See Appendix C

Meal periods vary and depend on the shift schedule and the length of shift. Most shifts will include a thirty (30) minute unpaid meal period. When the work schedule for a job group is based on three (3), eight (8) hour shifts in a workday and all shifts are working then a twenty (20) minute paid meal period

will be provided. Meal periods are scheduled for the convenience of the operation and may be by shutdown, individual relief or a combination of these methods.

Employees offered and accepting overtime work that is expected to be more than four (4) hours beyond the employee's regular shift, shall be permitted a twenty (20) minute meal period on the Employer's time at the end of the regular shift.

Employees may not leave the plant site on Company paid breaks or Company paid meal periods. Employees on unpaid meal periods must punch out before leaving the plant site and punch in when returning to the plant site. Employees failing to follow this rule shall be subject to disciplinary action up to and including termination.

### **Overtime Work**

Employees will be expected to work a reasonable amount of make-ready time if needed. This amount may vary from job to job with some jobs involving very little or no overtime, and others may involve regular overtime work. You will be paid at the rate of one and one-half (1.5) for all hours worked in excess of forty (40) hours in the workweek, or hours in excess of regular hours of labor per day (8, 10, or 12). Holiday, breakdown, closure, industrial leave, paid bereavement leave and paid jury service will be considered as hours worked in calculating the forty (40) hour workweek. There shall be no pyramiding of overtime.

Overtime work is normally assigned to the senior employee regularly performing the job of the affected shift. Overtime work is paid at the appropriate rate of the job performed (including shift differential if appropriate). Overtime work is permitted only with the expressed preauthorization of the employee's Team/Area Leader to fill vacancies occurring in regularly scheduled shifts. There is no obligation to provide overtime work to fill vacancies occurring in regularly scheduled shifts.

Signup sheets for production overtime using the following four (4) steps:

1. First opportunity shall be given to those employees on shift involved who have worked straight time on the machine or position scheduled to work the overtime.
2. Next opportunity shall be given to those employees on job seniority basis, within the job classification on the shift of work scheduled.
3. Next offered on a plant seniority basis to the employees on the shift of work scheduled subject to the employee's ability to do the job.
4. If sufficient employees have not been obtained after having exhausted the above provisions, the available work will then be offered on a seniority basis to the employees within the job classification involved on the other shifts.

### **Sick Leave and Call-in Coverage ("Continuation Coverage")**

As the Oregon Sick Leave law has impacted continuous operations, this article pertains to absences that are unexpected and not scheduled in advance. It is understood and agreed that continuous production

may be necessary in the plant or in a department of the plant. This does not include clean up positions. A sheet (Sick Leave and Call-in Coverage) will be posted weekly, by shift, to identify employees that agree to work overtime past their normal shift. If an operator of a machine or process in the production line fails to report at the start of the employee's shift, the employee who has operated such machine or process the previous shift will have first opportunity to work and continue until a qualified relief can be furnished. If the affected operator does not agree to work, the said work will be first offered to the senior employee in the same job class that is on the weekly Sick Leave and Call-in Coverage sheet. If the work is still available, absent a qualified volunteer on shift, the junior qualified employee in the department will work to continue the operation. Such relief will be furnished as soon as possible and shall not exceed 4 hours for those employees working an 8 hour shift. Employees working a scheduled 10-hour shift will not be required to work beyond 3 hours of their normal shift. Employees working a 12-hour shift will not be required to work beyond 1 hour of their normal shift. No employee will be required to work more than 4 hours in a bi-weekly pay period. In the event an employee has "capped" their required Sick Leave and Call-in Coverage as stated above, the next junior qualified employee will work. However, if all qualified employees are capped, the Company may return to the original junior employee to ensure coverage.

And non-production overtime:

A. Senior Qualified.

### **Reporting Time**

Employees reporting for work but not put to work through no fault of their own shall receive two (2) hours pay unless notified prior to reporting for work that their services are not required. An employee is considered notified if the Company calls the employee's home at least two (2) hours prior to the start time. It is the employee's responsibility to make sure a valid phone number is on file with the employer at all times. This rule shall not apply if the failure to put employees to work is caused by something the Employer could not reasonably foresee in time to give such notice.

### **Call Time**

An employee who completes his or her shift, leaves the premises, and is later called back to work, shall be entitled to a minimum of three (3) hours pay at their regular straight time rate or overtime rate, as appropriate, or pay for hours actually worked, whichever is greater. Telephone call time shall be limited to one (1) hour or the actual time expended solving the problem, whichever is greater. Employees will be paid an applicable shift differential depending when the call time occurs.

### **Job Posting**

As job openings become available in the plant that are expected to be open for greater than thirty (30) days, the Company will post these jobs. The posting will be on designated bulletin boards around the facility for at least five (5) workdays.

Selection of an employee to fill the job will be based on length of service/qualifications, experience, ability, and efficient operations. The successful bidder, who the Company determines is most qualified,

shall be awarded the job. Qualified means the ability of the employee to satisfactorily perform the duties and responsibilities of the job involved and on the employee's qualifications and ability to progress to more skilled positions.

The employee selected to fill a job vacancy shall be notified of his or her selection and placed in the new assignment promptly. Vacancies are to be filled no later than fifteen (15) days. If this time is exceeded, the successful bidder will begin receiving the rate of pay for the new job or their old rate, whichever is higher (not including shift differential). This rule shall not apply if the reason for the delay is due to multiple bidders attempting and or rejecting the open position prior to the successful bidder.

An employee who successfully is awarded a job will have up to fifteen (15) calendar days to prove he or she can handle the job unless the job is one of a few which may require a longer trial period. If the Team/Area Leader determines the employee is unable to perform the job the employee will be able to return to the employee's former position.

An employee who has been awarded a job and finds he or she is unsuited for the position after making an honest effort will be able to return during the trial period to the employee's former position.

Employees will be limited to three (3) successful job bids in any twelve-month period. After an employee has been successfully awarded a job the employee will not be allowed to bid on another job within ninety (90) days unless job requirements dictate otherwise (an employee may request a waiver of the waiting period). This is to ensure careful consideration before bidding and to make sure a few persons do not monopolize all the bidding. If an individual is successful on a bid and begins work on a new job, but decides to return to his or her former position, this is considered a successful bid. In addition, successful bid should include those cases where the employee voluntarily chose not to accept the awarded bid. If the first successful bidder occupied the new position for a period of thirty (30) calendar days or less, that same job bid sheet will be used to determine the next successful bidder and followed until the job is successfully filled. If a bidder occupies the position for a period beyond thirty (30) calendar days, the bid sheet will be discarded and a successful bidder will be selected from a new job posting.

Certain key jobs in the facility will not be bid. Employees who have an interest in these key jobs and any other positions are encouraged to make their interest known at any time to their Team/Area Leader.

Company-wide Career Opportunities, including the REW facility (non-bid positions) will be posted, and selection will be made through the interview/assessment process.

Temporary modified jobs, held by employees with temporary disabilities, will also not be bid.

An employee who has an interest in receiving training for a specific job or skill should inform his or her Team/Area Leader. Whenever possible, on-the-job training assignments will be made to fill in temporarily for relief, illness or other authorized time off. Skill training may also qualify for the Company's Education Assistance program.

## **ARTICLE 6 – Curtailment/Recall**

In the event of a curtailment, the following guidelines will be followed in reducing the workforce:

- A. An assessment will be made by the Company to determine which position(s) will be affected.
- B. Management will select those employees best qualified to operate the plant during periods of curtailment. Management will give appropriate weight to length of service/qualifications, experience, ability and efficient operations in making this important decision.
- C. Employees will be curtailed by least qualified and least amount of service at the plant.
- D. If the curtailment is expected to last more than one (1) week, then individual employees affected by the curtailment will be allowed to bump; otherwise it will be considered short-term and no bumping will be allowed.

If maintenance and/or electrical personnel are to be affected by a short-term curtailment, then the affected employees may be reassigned to another plant, work at a lower paying job for vacation relief or take voluntary lay-off. No bumping back under the terms of this working Agreement will occur for short-term curtailments.

### **Guidelines for All Curtailments**

- A. If an employee selects layoff in lieu of bumping, that employee shall have no recall rights until a job in that employee's job classification comes open. Recall under the terms of this Agreement will then be followed.
- B. In case of curtailment, if an individual cannot physically or mentally do a job to which that individual is bumped, after a trial, then the person will be placed on layoff, subject to recall to the next available position, for which the employee is qualified and has plant seniority. It is further understood that someone who refuses the job to which they are bumped would be placed on layoff but subject to recall only to the job from which originally curtailed.
- C. Any employee who is on layoff status for a continuous period of twenty-four (24) months shall no longer be considered an employee.

### **Previously Held Position**

When a job is posted for bid, a person bidding on the job who has been removed from that classification by curtailment shall have preference at first bid opening only on that classification, by job classification seniority. The bidder must indicate on the bid slip that the bidder held that job previously. The employee must bid on that position each and every time it comes up for bid until they get the bid as previously held or they lose their previous held rights.

### **Recall**

Recalling employees will be conducted in the reverse order. Employees being recalled must be qualified

to perform the jobs available.

#### **ARTICLE 7 – Shift Differential**

Employees will be paid applicable shift differential for their bid or assigned shift. If they work two (2) hours or more overtime on another shift, then they will receive the shift differential appropriate to that shift. The shift differentials are as follows:

Swing Shift	\$0.59/hour
Day/Swing Rotating Shift	\$0.30/hour
Graveyard Shift	\$0.65/hour
Relief Rotating Shift (dssgg, ddss)	\$0.75/hour

#### **ARTICLE 8 – Seniority**

##### **A. GENERAL**

##### **1. Definitions:**

- a. Company seniority is defined as the length of continuous employment for the Employer and may be used for the following purposes only:
  - i. To determine amount of vacation earned.
  - ii. Vesting in benefit plans.
- b. Plant seniority is defined as the length of continuous employment at the REW facility and may be used as a determinant in the following circumstances:
  - i. Curtailments and recall when employees are equally qualified.
  - ii. Bids for other jobs within the facility when employees are equally qualified.
- c. Departmental seniority is defined as the length of continuous employment in the designated department and may be used as a determinant in the following circumstances:
  - i. Curtailments from the department when employees are equally qualified.
  - ii. Intra-departmental job group bids when employees are equally qualified.
  - iii. Departments are designated as Dryers, Operations and Maintenance.
- d. Job/job group seniority is defined as length of continuous employment in a job/job group and will be used for shift preference.

##### **2. Determining equal qualifications will be based on the following:**

- a. Performance
  - i. Supervisors will observe the employee in the activities of the job to determine level of

performance.

- ii. Where numerical data is available or work quantity and quality standards are established they will be used as determinants of performance.

b. Knowledge

- i. A written or oral assessment will be used to evaluate the level of knowledge an employee needs to perform a job.

3. Peer Review

- a. Management and Union will work together to develop a "peer review" process. This process will be used to help individual employees to continuously improve job qualifications and performance.
- b. Peer Review will not be used for disciplinary action.

4. Temporary assignment may be for a period of one hundred and eighty (180) calendar days in thirty (30) day increments, to be extended beyond the initial thirty (30) days only on the approval of the Employer and the Union. No job shall be posted as temporary. If there is to be an extension, it must be in writing and signed by the employee and a shop steward. A copy will be mailed to the Local Union office and a copy put in the employee's record.

Definition:

- a. Temporary assignment is an assignment meant to end in a fixed amount of time.
- b. Temporary position is a position of short duration and is not a bid or advertised position.

5. In the event of curtailment and/or recall situations, if two (2) or more employees are equally qualified and have the same seniority date, the following procedure shall be followed to make a determination:

- a. Job/job group seniority (if the same) then ...
- b. Plant seniority (if the same) then ...
- c. Company seniority (if the same) then...
- d. Coin flip or card draw.

6. Temporary Classification

If work of a higher classification is temporarily required of any employee, the employee shall receive the wages of the position to which the employee has been assigned, and for as long a time as the employee occupies that position, unless serving as a learner, in which case the employee shall receive an agreed-upon wage for this period. No change in classification shall be made unless the employee works continuously in the higher paid classification for one (1) hour or longer, excluding relief time. No employee will be subject to censure when assigned to a classification which the employee has not been properly trained. If any employee is temporarily shifted for the convenience of the Employer to any position paying a lower wage than the

employee has been receiving, no reduction in wage shall be made, but in case the employee's services are no longer required in the employee's class of employment, Employer may, with the employee's consent, instead of laying the employee off, transfer the employee to any other position vacant and at the wage fixed for that position. If the former position is renewed, the employee shall be automatically returned to his or her position.

- B. New employees shall be regarded as probationary employees for the first sixty (60) calendar days of their employment. Employer shall have the unquestioned right to discharge any employee at any time during this trial period, and this right shall not be appealed by the employee or Union. The names of such temporary employees shall be placed on the seniority list as of the date of hiring after sixty (60) calendar days of continuous employment.
- C. Any alleged violation of this seniority rule shall be called to Employer's attention in writing within the following five (5) days. In event no complaint in writing is made within said period, complaints as to violation of this seniority rule shall be deemed waived and shall not be made the subject of a grievance or dispute.
- D. In the event Employer determines they must hire a new employee for a key job, or promote an employee to a key job without respect to seniority, the action will be discussed with the proper Plant Committee.

The key jobs mentioned above are hereby defined as:

1. Electricians
2. Maintenance

Millwright & Electrical Apprentice: Journey level job class seniority will be established as the first day the employee entered the apprentice program following completion of their apprenticeship. This date may be adjusted to reflect the period of time the employee was not working in the apprentice job class due to curtailments, temporary assignment, or other unforeseen circumstances.

#### **ARTICLE 9 – Leave of Absence**

The Company provides family medical leave, parental leave, and pregnancy leave as required by federal and state law. Notices regarding eligibility and the amount of leave available to employees are posted in the plant and in the administrative office. Employee questions about these types of leave should be directed either to the plant manager or to the Personnel Office.

##### **Personal Leave**

Requests for unpaid personal leaves of absence will be evaluated on a case-by-case basis and generally will not extend longer than *thirty (30) calendar days*. All leaves will be documented and approved by the Plant Manager or the Plant Manager's designee.

##### **Military Leave**

Employees who serve in the United States military will be granted a protected leave of absence in

accordance with federal law. An employee must promptly inform their Team/Area Leader as soon as they know the scheduled dates of military service.

### **Union Leave**

Employees who are promoted to positions with the Employer or Carpenters Industrial Council will have a ninety (90) calendar day trial period with a possible one time ninety (90) calendar day extension with the understanding this one-time extension is in writing and signed both by a Company representative and the Union Plant Committee Chairperson.

If within this ninety (90) or one hundred eighty (180) calendar day time frame this individual turns down the position, they will have the right to revert back to where they came from, same shift, same job class, so do the employees that bid into the vacancy left by them, including pre-held rights to the positions they were bumped from. However, if this promoted person is in this position just one day beyond this one hundred eighty (180) calendar day time frame and turns down the promotion, or the Company eliminates said position, this person then would bump back to the junior position in the Labor Pool in the Plant and would have no pre-held rights to any previous job they held. The employees that replaced them would get to stay in current positions.

### **Leave to Accept Administrative Position with the Company**

Employees who have completed one (1) year of continuous service with the Employer and who are promoted to positions with the Employer or any Company affiliated with the Employer, but outside the bargaining unit, shall accrue seniority for not to exceed two (2) years in such positions. Thereafter the employee shall retain but not continue to accrue seniority. Upon being returned to jobs in the bargaining unit, at the option of the Employer, such employees shall have the same rights as employees laid off from bargaining unit jobs. The Employer shall give the Union at least thirty (30) days advance written notice of any such return so that proper arrangements for job placement can be made.

### **General Leave Rules**

Notwithstanding any other statement in this Article, the following rules apply to leaves:

1. Leaves are granted in accordance with law, contract and management prerogative.
2. A fitness for duty medical examination at the Employer's expense may be required.
3. Any employee who accepts work for another employer while on leave from the Company without the mutual consent of the Union and the Company will be terminated.
4. The employee must notify their supervisor as soon as possible of the need for leave.

### **ARTICLE 10 – Oregon Paid Sick Leave Incentive**

The Employer and the Union agree that the accrual method for compiling Oregon Paid Sick Leave, and the options for cash out incentives and/or automatic rollover of unused sick leave are appropriate with accrual beginning January 1<sup>st</sup> of each year.

As soon as possible following the conclusion of the prior calendar year, the Employer will provide each

individual employee with a year-end summary of their remaining, unused Oregon Paid Sick Leave hours. During the first pay period following the Employer providing that year-end summary, each employee will be able to choose whether to cash out unused Oregon Paid Sick Leave hours from the previous calendar year, as provided in the schedule below, or to roll over those unused Oregon Paid Sick Leave hours as provided by state law. Each employee will provide written notice of their individual choice to the plant Human Resources person. Any unused Oregon Paid Sick Leave which is not cashed out will be automatically rolled over into the next calendar year up to the limits provided by state law.

An employee may elect to cash out unused Oregon Paid Sick Leave hours from the previous calendar year as follows:

- A. Any employee who used zero time of their accrued Oregon Paid Sick Leave in the previous calendar year will be able to “cash out” up to forty (40) hours of that individual, unused paid sick leave;
- B. Any employee who uses between one (1) and eight (8) hours of their Oregon Paid Sick Leave in the previous calendar year will be able to “cash out” up to thirty (30) hours of that individual, unused paid sick leave;
- C. Any employee who uses between nine (9) and sixteen (16) hours of their Oregon Paid Sick Leave in the previous calendar year will be able to “cash out” up to twenty (20) hours of that individual, unused paid sick leave;
- D. Any employee who uses between seventeen (17) and twenty-four (24) hours of their Oregon Paid Sick Leave in the previous calendar year will be able to “cash out” up to ten (10) hours of that individual, unused paid sick leave; and
- E. Any employee who uses more than twenty-four (24) hours of the Oregon Paid Sick Leave in the previous calendar year will be able to roll over all remaining individual paid sick leave as provided by state law.

Hours that are cashed out will be paid at the individual employee’s regular hourly base rate, plus any applicable shift differential in effect on December 31<sup>st</sup> of the current calendar year. The Employer will continue to comply with all other requirements of the Oregon Paid Sick Leave Law.

#### **ARTICLE 11 – Jury Service**

- A. Any regular employee who is required to perform jury service, including Grand Jury, will be entitled to reimbursement at the straight time hourly rate of the employee’s regular job, including shift differential if assigned to afternoon or night shift, for the hours necessarily lost as a result of serving on the jury; provided, however, that such reimbursement shall not exceed eight (8) hours per day, when regularly assigned to an eight (8) hour shift, ten (10) hours per day, when regularly assigned to a ten (10) hours shift, or twelve (12) hours per day when regularly assigned to a twelve (12) hour shift, or forty (40) hours per week. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury service pay received. Employees will be reimbursed for scheduled hours lost as a result of serving on a jury. Employees will not be required to reimburse jury service amounts where applicable.

- B. Day shift mill employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift. Other shift employees will not be required to report for work on any day they have performed jury services for more than one-half day.
- C. Provide for an employee on graveyard shift or a swing shift that ends after 1:30 am to have the option to take jury service leave on the day prior to the service. Employees selecting this option are subject to section B above.
- D. Hours paid for jury service will be counted as hours worked for the purpose of computing vacation pay, health and welfare and pension contributions and overtime.
- E. The above provisions apply to employees on days they are required to report for jury service, even though not selected to serve as jury members.
- F. Hours paid for jury service will be counted as hours worked for the purpose of computing vacation, pension, health and welfare contributions and overtime.

**ARTICLE 12 – Bereavement Leave**

Employees must be continuously employed by the Company at least thirty (30) calendar days to be eligible for bereavement leave. In the event of the death of a close family member, the Company will grant up to three (3) consecutive days of paid bereavement, exclusive of days of rest. Such paid time off must be taken within thirty (30) days of the date of death. Special situations will be addressed as they occur with the local Union representative.

The employee must notify their Team/Area Leader as soon as possible of the need for leave. The Company may require documentation of the death and of the family relationship. Close family members are defined as spouse, sons, daughters, mother, father, brothers, sisters, stepparents, stepchildren, grandchildren, great-grandchildren, grandfather, grandmother, mother-in-law, and father-in-law.

Bereavement pay will not be granted for any day in which the employee is not scheduled to work.

Compensable hours under the terms of this Article will be counted as hours worked for vacation, holiday, and pension eligibility; and for weekly overtime and health and welfare contribution or eligibility.

**ARTICLE 13 – Paid Holidays – For MOA clarification – See Appendix D**

Roseburg Forest Products Co. grants the following holidays as paid holidays to qualified employees:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day

6. The Friday following Thanksgiving
7. The day before Christmas
8. Christmas Day
9. December 31<sup>st</sup>

Holidays will be fixed on the calendar day (except Memorial Day) on which they fall. Plant management and the Union committee may agree to celebrate the holiday on an alternate day.

The following paired holidays will be considered one (1) holiday for determining the number of holidays to be paid while on leave:

1. Thanksgiving Day and the Friday following Thanksgiving.
2. Christmas Eve and Christmas Day.
3. New Year's Eve and New Year's Day.

In addition to the nine (9) holidays outlined above, two (2) additional holidays shall be granted. The Company may designate these days. If the Company does not designate them by April 15<sup>th</sup> of each year, they may be scheduled on an individual basis with approval from your Team/Area Leader.

An employee is qualified for holiday pay if the employee meets all the following conditions:

1. The employee's last hire date was at least ninety (90) calendar days prior to the paid holiday, and
2. The employee worked his or her last regularly scheduled (2) two shifts before the holiday, and worked the first and second regularly scheduled shifts after the holiday, unless:
  - a. An otherwise qualified employee fails to work said "days before" or "days after" the "paid" holiday because the employee is on leave of absence not to exceed thirty (30) calendar days duration, specifically authorized by the Employer (including temporary leave of absence for Armed Forces or National Guard service) and returns to work in accordance with the terms of such leave of absence.

In such instance, the affected employee's last scheduled workday before leaving on such authorized leave of absence, shall be considered as synonymous with said "days before" the "paid" holiday.

Holiday pay for a qualified employee shall be computed at the straight time rate, plus applicable shift differential for the job they hold by bid or bump.

Holiday pay shall be for scheduled hours for regular workdays and eight (8) hours for non-scheduled days.

An employee working on a holiday shall be paid *one-and-one-half (1.5) times* the rate of pay for the job performed on the holiday, except as noted in paragraph 1 below. Work may be scheduled on these days as operations, markets, etc. may demand.

1. The last regularly scheduled shift commencing prior to any paid holiday shall be completed at the non-holiday rate of pay, even though part of the hours worked fall in the paid holiday.
2. Any maintenance and/or key operator who is required to work on a scheduled holiday, will be paid for the holiday at the time of the holiday and may schedule an authorized personal day off in the ninety (90) days following the holiday. Personal days off do not count as time worked.

An otherwise qualified employee absent because of:

1. Non-occupational injury or illness, and who produces evidence of same upon return to work will receive holiday pay for holidays that occurred during the first thirty (30) days of absence.
2. A layoff and who returns to work following the layoff will be paid for not more than two (2) holidays that occurred during the layoff.
3. An occupational injury or illness will be paid for holidays which occurred during the first six (6) months of absence following the date of first disability.

It is agreed that no work will be performed on Labor Day except to save life or property or to maintain necessary operations and security.

#### **ARTICLE 14 – Vacations with Pay**

Because Roseburg Forest Products Co. and the Union recognizes the importance of vacation time in providing the opportunity for rest, recreation and personal activities, the Company grants annual paid vacations to its full-time regular employees.

The REW plant's vacation base year runs from June 1<sup>st</sup> to May 31<sup>st</sup>. Accrued vacation must be taken within the base year after accrual.

#### **Vacation Eligibility**

For vacation eligibility purposes, hours worked shall include and be credited when paid during the vacation base year, for:

1. All hours actually worked.
2. Holiday hours, paid for but not worked.
3. Vacation hours paid (not bonus week)\*
4. Hours paid for Jury Service and Bereavement Leave.
5. Scheduled hours allowed for an accepted Workers' Compensation claim missed during the first twenty-four (24) months following date of first disability.

\*The bonus week will not be considered compensable for pension and health and welfare purposes.

After an employee has been credited with one (1) year of continuous employment, and has 1,400 or more hours during the vacation base year the following vacation schedules shall apply:

**Vacation Schedule**

For vacation year 2015 and thereafter until changed, those employees who have qualified for a full vacation by reason of having or being credited with 1,400 or more hours during the vacation base year, are full time employees on May 31<sup>st</sup> of the vacation base year and have ten (10) or more years of service on May 31, 2015, the following increment formula shall apply:

<u>Vacation Credit Years</u>	<u>Vacation Time Off</u> or	<u>Vacation Pay</u>
1 – 2 years	1 week	40 hours
3 – 5 years	2 weeks	80 hours
6 – 11 years	3 weeks	120 hours
12 – 19 years	4 weeks	160 hours
20+ years	5 weeks	240 hours

And, for those employees with less than ten (10) years of service on May 31, 2015 a new increment formula will apply as follows:

<u>Vacation Credit Years</u>	<u>Vacation Time Off</u> or	<u>Vacation Pay</u>
1 – 2 years	1 week	40 hours
3 – 5 years	2 weeks	80 hours
6 – 11 years	3 weeks	120 hours
12+ years	4 weeks	160 hours

This new table shall remain in effect in future years until changed by bargaining. And, it is noted that those employees subject to the new table shall be entitled to a maximum of four (4) weeks of vacation.

Employees who are terminated during the vacation base year and who are credited with less than 1,400 hours will not be paid vacation.

Employees who are active, or inactive due to leave of absence, on May 31<sup>st</sup> of a vacation base year will have vacation paid on the following basis:

1,400+ Hours	Full vacation
1,399-1,050 Hours	Less 8 hours per week
1,049-750 Hours	Less 16 hours per week
Less than 750 Hours	No Vacation

**Vacation Rate of Pay** will be the rate established on June 1<sup>st</sup> following the accrual base period, including any applicable (regularly assigned) shift differential.

**Vacation Scheduling**

Your Team/Area Leader must schedule and authorize vacations, generally at least one (1) month in

advance.

Those employees with one (1) or two (2) weeks vacation will be expected to take all their earned vacation. Employees with three (3) or more weeks of vacation are expected to take at least two (2) weeks. Vacations are generally to be taken one (1) week at a time. However, recognizing the need for time for appointments, short-term leaves, etc., the Company will allow you to take vacation in one-day increments with prior approval of your Team/Area Leader.

1. Vacations may be given for the first, second, third and/or fourth weeks by:
  - a. Closing down the operation entirely,
  - b. Closing down entire shifts at different times,
  - c. Staggering vacation weeks on a department and/or individual basis.
2. The Employer may elect any combination of the courses set forth in "1" above, but must give detailed notice of the method selected to the employees and the Local Union by or before April 15 of the current vacation base year and, upon request, discuss the detailed method of procedure with the Local Union by or before May 1 of the current vacation base year.
3. a. The Company also reserves the right to schedule vacation during planned shutdowns. If the Employer elects to close down for the first and second weeks of vacation, the Employer must schedule the first week of closure during June, July or August. The second week may be scheduled in June, July, August or December unless otherwise agreed upon between the Employer and the Union, and announce such schedule prior to April 15 of the current vacation base year.  
  
b. If the Employer elects to close down for the third and fourth weeks of vacation, the Employer must schedule such closure during the base year and announce such schedule prior to April 15 of the current base year.

### **Vacation Payments**

All requests must be turned into the Payroll Office by May 1<sup>st</sup>.

Vacation payments shall be made as a lump sum, payable with regular pay for the first full bi-weekly pay period following June 1, at the employee's regular rate in effect at that time, unless the employee elects by May 1<sup>st</sup> that vacation be paid when taken. In that event, it will be included with regular pay for the bi-weekly pay period in which the vacation is taken, at the employee's regular rate in effect at that time.

When a paid holiday under this Working Agreement falls during any week of vacation, an additional day of vacation shall not be taken. Vacation pay to which an employee is entitled shall not be reduced by any holiday pay for which an employee may be qualified.

### **Prorated Vacation Payments**

Employees who retire or die during the vacation base year and do not have 1,400 hours will have

vacation prorated as follows:

<u>Years of Continuous Employment As of last June 1</u>	<u>Amount of Vacation Pay</u>
Less than 3 years	1 hours pay per 35 hours worked
3 through 5 years	2 hours pay per 35 hours worked
6 through 11 years	3 hours pay per 35 hours worked
12 through 19 years	4 hours pay per 35 hours worked

For those employees who have ten (10) or more years of service on May 31, 2015, the following shall apply:

20+ years	6 hours pay per 35 hours worked
-----------	---------------------------------

In no event may any employee receive more vacation pay through application of this prorated vacation pay formula than the employee would have received had the employee been entitled to a full vacation.

Definitions:

1. For purposes of vacation, "continuous employment" is defined as employment with the Employer uninterrupted by absence due to discharge unless reinstated within thirty (30) days, or due to voluntary severance of employment by the employee, or due to retirement or death of the employee.
2. Notwithstanding the provisions of Paragraph "1" above, a new employee hired at least ninety (90) days prior to May 31 and who remains in the continuous employment of the Employer throughout the balance of said employee's first vacation base year shall be credited as having one (1) full year of continuous employment for all subsequent vacation purposes.

#### **ARTICLE 15 – Health and Welfare**

Roseburg will continue to participate in the Bledsoe Health Trust on behalf of eligible, covered employees for the term of this Agreement, subject to the following terms and conditions:

1. Plan Contributions:
  - a. The Employer contribution rate will increase to \$5.80 per compensable hour effective December 2016 hours, payable in January 2017.
  - b. The Employer contribution rate will increase by \$.30 (thirty cents) per compensable hour effective June 2017 hours, payable in July 2017.
  - c. The Employer contribution rate will increase by \$.30 (thirty cents) per compensable hour effective June 2018 hours, payable in July 2018.

- d. The Employer contribution rate will increase by \$.30 (thirty cents) per compensable hour effective June 2019 hours, payable in July 2019.
2. If Trust reserves drop below 15 months of current expenses (based upon an 8 month rolling average) as reported by the Plan Consultant in routine monthly financial reports, the following actions will be triggered:
    - a. Employer contributions shall increase by an additional \$.10 (ten cents) per compensable hour;
    - b. The effective date for that increased contribution shall be on compensable hours beginning the first day of the fourth month following the first month with fewer than 15 months of current expenses in reserve.
    - c. If the reserve levels specified above do not fall below 15 months prior to the expiration of this Agreement, this provision for additional Roseburg contributions will expire as of the expiration date of this Agreement provided that Trust reserve levels are not below 15 months as of that date.
    - d. If the Trustees determine that the additional \$.10 (ten cents) per compensable hour contribution specified above is not sufficient to maintain Trust reserve levels above twelve (12) months then the parties agree that an additional \$.10 (ten cents) per hour will be deferred from the hourly wage rate for each employee.

#### **ARTICLE 16 – Pensions**

- A. The Roseburg Forest Products Company and Carpenters Industrial Council Master Trust covered by this labor Agreement will be frozen effective March 1, 2017. As of that date, there will be no further accrual of benefits under the terms of that Trust. Also as of March 1, 2017, any employee on the payroll as of the date of ratification will continue to accrue time solely for purposes of vesting at five (5) years from date of hire then will cease earning service accrual. Effective that same date on which the Plan is frozen, all current employees will have their retirement benefits under this Plan remain protected at the individual benefit amount as of that date. For those not yet vested, individual benefit amounts will be frozen as of the date specified above, but each individual will continue to accrue time solely for vesting purposes only.
- B. As part of this Agreement, both the Company trustees and the Union trustees agree that when they meet on December 15, 2016 for the scheduled Trust Meeting, they will jointly approve a plan amendment which will approve the action regarding the Roseburg Forest Products Company and Carpenters Industrial Council Master Trust as described in paragraph A, above. The parties understand and agree that disbursement of the lump sum bonus specified under Article 17 – Wages is contingent upon final adoption of this plan amendment.
- C. As part of the freeze of the current Defined Benefit Plan, as outlined above, the parties agree that all employees on the payroll as of March 1, 2017, who have more than thirty (30) years of seniority with Roseburg AND are fifty-five (55) years old or older, will have the value per service credit year

for all plan years at \$38/\$40 increased to \$42 just prior to the freeze date specified above.

E. Retirement Savings 401(k)

1. Roseburg will continue to match its 401(k) contributions as required under the current labor agreement. This match will remain twenty-five cents (\$0.25) for each dollar contributed by the employee out of the first six percent of their pay.
2. Employees may contribute up to the maximum of their earnings annually, consistent with IRS guidelines.
3. Employees will be one hundred (100%) percent vested in employer's contributions after three (3) years of service (thirty-six (36) months).
4. Effective August 15, 2014, provide for loan provision to the 401k plan.
5. Roseburg agrees to annually provide each employee with one half hour of paid time to meet on the employee's specific plant site with a financial advisor for the purposes of discussing retirement savings.

F. Defined Contribution Plan (DC Plan)

1. Immediately following ratification, Roseburg will work with the Union to establish a Defined Contribution Plan (DC Plan) specifically for and limited to Roseburg hourly employees represented by the CIC; with that DC Plan managed by three (3) joint trustees from both Roseburg and the CIC, with a designated Roseburg executive to serve as chairman.
2. The parties agree they will target implementation of the Roseburg Forest Products Company and Carpenters Industrial Council Defined Contribution Plan on or about March 1, 2017.
3. Roseburg will contribute a one-time lump sum payment of \$500 (five hundred dollars) for each eligible employee on the payroll on June 1, 2017.
4. Effective June 1, 2017, Roseburg will contribute twenty-five cents (\$0.25) per each compensable hour for each participating employee on the payroll as of that date.
5. Effective June 1, 2018, Roseburg will increase the hourly contribution by fifteen cents (\$0.15) to forty cents (\$0.40) per each compensable hour for each participating employee on the payroll as of that date.
6. Effective June 1, 2019, Roseburg will increase the hourly contribution by ten cents (\$0.10) to fifty cents (\$0.50) per each compensable hour for each participating employee on the payroll as of that date.
7. To be eligible to receive retirement benefits under the terms of the DC Plan specified above, an employee must be on the payroll for a minimum of twelve (12) months from date of hire.

## ARTICLE 17 – Wages

- A. New Hires – All new hires will receive two dollars (\$2.00) per hour less than the contract rate during the first sixty (60) days of employment. The Company may make exceptions for skill or experience.
- B. When general wage increases are granted they are effective for the first full pay period following ratification and for the first full pay period following June 1<sup>st</sup> of subsequent years of the contract as follows:
1. Effective at the end of the first full pay period following ratification, a lump sum bonus of \$650, minus required federal and state withholdings, and normal 401(k) deferral rate, will be paid to all employees on the payroll as of that date.
  2. Effective the first pay period following January 1, 2017, a general wage increase of one and one quarter percent (1.25%) will be applied to all hourly wage rates.
  3. Effective the first pay period following June 1, 2017, a general wage increase of 2% (two percent) will be applied to all hourly wage rates other than those jobs identified for “advanced positions.” The hourly wage rate for those jobs identified as “advanced positions” will be increased by 2.5% (two and one-half percent).
  4. Effective the first pay period following June 1, 2018, a general wage increase of 2% (two percent) will be applied to all hourly wage rates other than those jobs identified for “advanced positions.” The hourly wage rate for those jobs identified as “advanced positions” will be increased by 2.5% (two and one-half percent).
  5. Effective the first pay period following June 1, 2019, a general wage increase of 2% (two percent) will be applied to all hourly wage rates other than those jobs identified for “advanced positions.” The hourly wage rate for those jobs identified as “advanced positions” will be increased by 2.5% (two and one-half percent).
- C. Except as provided above, the subject of general wage adjustments and individual job classification adjustments are closed until June 1, 2020 except that such closure will not bar negotiations at any time subsequent to June 1, 2016, on rates of pay for newly-established job classifications or in regard to job classifications wherein there has been a substantial change in job content.

### Summer Hires

Effective June 1, 2012:

\$2 less per hour for the 1<sup>st</sup> summer

\$1 less per hour for the 2<sup>nd</sup> summer.

Full wages beginning with the 3<sup>rd</sup> year of summer employment.

- D. Individuals desiring to enter our apprenticeship program, who works in a key position and whose current wage rate is more than the first year Electrical apprentice rate, will receive the lesser of their

current rate or the Journeyman Millwright rate (they will be "red circled") until the appropriate apprentice rate exceeds the red circled rate.

- E. Definition: "Red Circle" is the act of "freezing" a wage(s) (which includes forfeiting contractual or other pay increases) until such time an identified and agreed upon lower paying classification equals and or surpasses the red circled rate.

#### **ARTICLE 18 – Substance Abuse**

##### **Drug and Alcohol Policy**

The Company is committed to providing a safe, drug and alcohol free work environment. We do have a Corporate policy, which will be made available to you by your Team/Area Leader. See Appendix E.

#### **ARTICLE 19 – Pay Days**

The payroll process is based on "biweekly" payroll schedule. Each pay period will begin at or near 7:00 am on Monday morning and end at or near 7:00 am two weeks later. Payday will normally fall on the Friday immediately following the end of the period.

Final paychecks will be paid on the next regularly scheduled payday. In all cases of termination, voluntary or involuntary the final check is due on the next regular payday.

#### **ARTICLE 20 – Savings Clause**

"Should any article, clause or provision of this Agreement be declared illegal by final judgment of a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Agreement."

#### **ARTICLE 21 – No Docking Policy – LM-30**

The parties recognize that in accordance with applicable law and existing agreements/past practices concerning Union business on Company time, a "no docking" policy exists, resulting in no loss of employee pay in accordance with existing agreements and past practices. The parties acknowledge that since at least January 1, 2008, such policy and practice has been a term and condition of the collective bargaining agreement.

#### **ARTICLE 22 – Non-Discrimination**

Neither the Employer nor the Union shall discriminate against any employee or job applicant because of such person's race, religion, sex, age, national origin, or physical or mental disability unrelated to job performance.

#### **ARTICLE 23 – Duration and Termination**

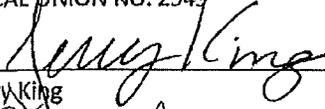
This Agreement shall remain in full force and effect until May 31, 2020, and shall continue thereafter for

**ARTICLE 23 – Duration and Termination**

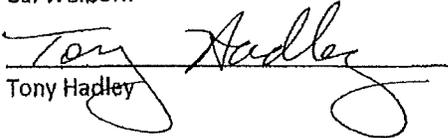
This Agreement shall remain in full force and effect until May 31, 2020, and shall continue thereafter for two-year periods unless either party hereto notifies the other of its intention to modify, alter, or terminate this Agreement. Said notice shall be served in writing not less than sixty (60) days prior to the expiration date of any contract period in which the contract is sought to be modified, altered or terminated, and shall state the changes desired or the date of termination. If notice of modification or alteration shall be given, negotiations for such modification or alteration shall be undertaken within ten (10) days from the date such notice was received. Changes in wages affected under Article 17 Wages shall not constitute an opening of this Agreement.

Signed this 3<sup>rd</sup> day of November 2017

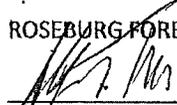
CARPENTERS INDUSTRIAL COUNCIL  
LOCAL UNION NO. 2949

  
\_\_\_\_\_  
Jerry King

  
\_\_\_\_\_  
Cal Welborn

  
\_\_\_\_\_  
Tony Hadley

ROSEBURG FOREST PRODUCTS CO.

  
\_\_\_\_\_  
Kellye Wise, SVP Human Resources & Labor

### Appendix A – Membership Dues

TO: ROSEBURG FOREST PRODUCTS CO.

Date

I hereby authorize you to deduct from my wages and pay Local Union No. 2949 Carpenters Industrial Council, Union membership dues as follows:

Union initiation fees in the amount of \$\_\_\_\_\_, Union Dues \$\_\_\_\_\_ per month; plus a percentage of pay (formula provided by the Union and updated from time to time). And, a two dollar (\$2.00) Death Benefit per death when authorized by local Union.

In the event you receive official notice from the Union that the monthly membership dues have changed while this authorization is in force, you are authorized to deduct from my wages each month such amount as is specified in said notice from Union.

This authorization shall be valid and remain in full force and effect during the life of any existing and subsequent collective bargaining agreements covering my employment between you and the Local Union until it is revoked by me in writing or until I am permanently terminated from your employ.

\_\_\_\_\_  
Signature of Employee

Mailing Address

### Appendix B – 12 Hour Shift Clarification

It is hereby mutually agreed by and between Roseburg Forest Products Co. and Local Union No. 2949 and 2784, Carpenter's Industrial Council, that the following contract change is agreed upon effective December 13, 2016:

Overtime is paid after "regular hours of labor." For a 12 hour schedule, overtime would be paid for hours worked in excess of 12 hours worked in the day or after 40 hours worked in the workweek (40 hours worked is calculated based on current contract language).

If a holiday falls on a scheduled workday, it would be as a 12 hour benefit. If the holiday falls on a scheduled day off, it would be paid as an 8-hour benefit.

Each day of vacation is a 12 hour benefit. Employees are not allowed to exceed their vacation benefit of 40, 80, 120, 160 hours.

Example 1: If an employee is eligible for three weeks of vacation (120 hours) and takes a week off when the employee is scheduled to work 4 days, the employee's vacation benefit is reduced by 48 hours (4x12=48) with 72 hours remaining. If the same person then takes another week off during a week when the employee is scheduled to work 3 days, the employee's vacation benefit would be reduced by 36 hours (3x12=36) with 36 hours remaining. If the person then wanted to

take another week off and it happened to be on a workweek when the employee is scheduled to work 4 days, the employee would be granted his or her remaining vacation time and then must make arrangements with the supervisor to have the additional day as personal authorized.

If we have a select crew/department that desires to go to 12 hour shifts, for the initial implementation, there would be no shift preference bidding for the entire plant. Once implemented, bidding practices per the contract will be followed.

The Union and Company agree to conduct a vote of those in the crew affected by the 12 hour shifts to ensure a convincing majority buy-in of the crew. Once a vote has occurred a review of the results will be conducted by the plant committee and plant leadership team. Failure to achieve appropriate buy-in of the crew will prevent the implementation of 12 hour shifts.

It is further understood that once a 12 hour schedule is implemented should an alternative 12 hour shift be identified, a vote to ensure buy-in will be followed and if approved a 21-day notice shall be given.

A department/crew will be allowed to vote to cease a 12 hour shift schedule by a convincing majority of said vote. This is a one-time vote in a 12 month period by mutual agreement with the Company and Union.

Jury and bereavement pay for 12 hour shift employees would be paid as a 12 hour benefit subject to other conditions outlined in the contract.

Shift differential is paid on a day shift and graveyard shift basis.

## Appendix C – MOA Rest / Meal Period Clarification

### MEMORANDUM OF AGREEMENT

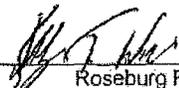
#### Rest / Meal Period Clarification

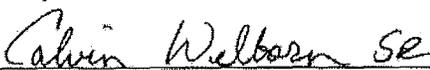
It is hereby mutually agreed by and between Roseburg Forest Products Co and Local Unions No. 2949 and 2784, Western Council of Industrial Workers that the following contract clarification is agreed upon, with the understanding that this does not modify existing contractual language which is currently in effect:

Employees working on jobs where rest relief periods are needed shall be permitted a paid ten (10) minute relief period as near as possible in the middle of each one-half shift, if on a five (5) day, (8) hour schedule or a four (4) day, ten (10) hour shift schedule. It is understood that if an employee actually performs work beyond the ten (10) hour "work period" he/she would be given an additional ten (10) minute rest period. On a twelve (12) hour shift schedule, an employee will be permitted three (3) ten (10) minute relief periods and a thirty (30) minute unpaid meal period.

All meal periods shall be taken as near as possible to the middle of the shift. For an eight (8) hour shift, the meal period will begin no earlier than the end of the third (3<sup>rd</sup>) hour worked and no later than the end of the fifth (5<sup>th</sup>) hour worked. For a ten (10) hour shift, the meal period will begin no earlier than the end of the fourth (4<sup>th</sup>) hour and no later than the end of the sixth (6<sup>th</sup>) hour worked. For a twelve (12) hour shift the meal period will begin no earlier than after five and a half (5.5) hours worked and no later than the end of the seventh (7<sup>th</sup>) hour worked.

Signed this 2 day of February, 2017.

  
\_\_\_\_\_  
Roseburg Forest Products

  
\_\_\_\_\_  
Business Representative Locals No. 2949 & 2784

## Appendix D – MOA Holiday Pay Clarification for Inclement Weather

### MEMORANDUM OF AGREEMENT

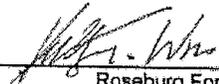
#### Holiday Pay Clarification for inclement weather

It is hereby mutually agreed by and between Roseburg Forest Products Co and Local Unions No. 2949 and 2784, Carpenters Industrial Council that the following contract clarification is agreed upon, with the understanding that this does not modify existing contractual language which is currently in effect:

An employee is qualified for holiday pay if he /she worked his last two (2) regularly scheduled work shifts before the holiday and worked the first two (2) regularly scheduled shifts after the holiday.

If an employee does not work one or both of the scheduled shifts as stated above, due to inclement weather, in order to qualify for holiday pay, the employee may request to use remaining vacation time or non-designated Floating holiday(s) to qualify for said holiday.

Signed this 25 day of January, 2017.

  
\_\_\_\_\_  
Roseburg Forest Products

  
\_\_\_\_\_  
Business Representative Locals No. 2949 & 2784

### Appendix E – Substance Abuse

#### Roseburg Forest Products Company Drug and Alcohol Policy

##### **Purpose**

Roseburg Forest Products Co. has a strong commitment to our employees, customers and the community to provide a drug and alcohol-free working environment. Employees are expected to be in a suitable mental and physical condition to perform their assigned job duties satisfactorily at all times. In addition, the Company has a commitment to its employees, and those who come into contact with our facilities, to provide safe working conditions. To meet that commitment and to further our commitment to promote high standards of employee performance, productivity, health, safety, and reliability, the Company has established this policy.

The Company's focus is to help those employees seeking treatment and rehabilitation through the Employee Assistance Program (EAP).

## Scope

This policy covers hourly employees of the Carpenters Industrial Council Local 2949 and 2784, including applicants for those positions.

## Policy

The Company requires you to report for work in a condition that will permit you to do your duties safely and efficiently. The Company recognizes that an employee's off-the-job and on-the-job involvement with alcohol or drugs can have an impact on the work environment.

The following information clearly outlines the Company's position regarding the use or possession of alcohol, drugs, or drug paraphernalia on the job.

### A. Employees shall not:

1. Report for work or be on Company premises or on Company time with any *detectable level* of alcohol or *controlled substance, intoxicant*, or illegal drug in their system as defined by DOT regulations;
2. Engage in the unauthorized use of any alcohol or illegal drugs on Company premises or on Company time, including rest and lunch periods;
3. Possess or attempt to distribute, sell, obtain, manufacture, transfer, share, or receive any alcohol, ***controlled substance*** (drugs), or any other substances that impair job performance or pose a hazard to the safety and welfare of the employee or of other employees, including drug paraphernalia, on Company premises or on Company time. Violation of this rule will result in immediate termination.

### B. Medically Authorized (Prescription) Drugs and Over-the-Counter Drugs

Where a physician gives the employee prescription or over-the-counter drugs, the employee is required to ask the physician whether such drugs may adversely affect the employee's ability to safely and efficiently perform assigned job duties. When using over-the-counter drugs, which have not been recommended by a physician, the employee is responsible for reading the directions on the medication carefully. Using or being under the influence of medically authorized or over-the-counter drugs is prohibited where such use may impair the employee's ability to safely perform the essential functions of the employee's job. An employee is required to advise his or her immediate supervisor or manager that the employee is taking medication which could impact the employee's ability to perform assigned duties safely, but is not required to inform the supervisor of what drugs the employee is taking or why.

*All medically authorized and over-the-counter drugs must be in their original container.*

*Abuse of medically authorized or over-the-counter drugs is a violation of this policy.*

### C. Violation of Policy

Employees who violate the drug and alcohol policy shall be subject to corrective action, up to and including termination.

### **Employee Assistance Program**

The Company will give the same consideration to persons with chemical dependency problems as we do to employees who have other health problems. Our Employee Assistance Program (EAP) is a counseling and referral program to help employees deal with a variety of personal problems, including drug and alcohol problems. Seeking help through the Company's EAP will not jeopardize an employee's job. Continued job performance, attendance or behavioral problems will jeopardize an employee's job. Employees may contact Roseburg Forest Products Co. for more information on the Company's EAP. All inquiries will be kept confidential. We encourage employees needing help to contact our EAP before drug or alcohol problems jeopardize their employment. The Company will provide all employees with the name, address, and phone number of the EAP.

Individuals who voluntarily come forward to seek assistance for drug or alcohol problems prior to violating the terms of this policy will be given a one-time opportunity to take a leave of absence or seek other assistance as recommended by a qualified counselor.

### **Drug and Alcohol Testing**

The Company has established the following procedure for the testing of drug and alcohol use among its Management, Supervisory and hourly employees and applicants for employment for those positions.

The Company has the right to require drug and/or alcohol testing in any of the following situations, utilizing the services of a licensed laboratory.

#### **A. All Applicants for Employment**

All finalist applicants who have a contingent offer of employment will be required to submit to a drug screen. If the test is positive, the offer will be withdrawn. The applicant may re-apply in nine (9) months.

#### **B. Accidents**

Any accident involving property damage, physical injury, or near miss (as defined by the Company's safety program) where unsafe and/or inappropriate behavior has occurred, may be cause for an employee to be asked to submit to a saliva, blood, breath, and/or urine sample testing.

#### **C. Suspicion**

Observable changes in employee performance, appearance, behavior, speech, etc., can also provide suspicion to believe there is a presence of drugs or alcohol in the employee's system. These changes can be grounds for requiring a *fitness for duty evaluation* involving saliva, blood, breath, and/or urine sample testing. Such basis for *suspicion* can include, but is not limited to:

1. Unexcused or excessive absenteeism or repeated tardiness;

2. Declining work performance;
3. Stumbling, slurred or incoherent speech, apparent confusion in orientation, emotional outbursts, unexplained changes in behavior, inability to do normal job tasks, the unsafe handling of equipment or tools, odor of alcohol or drugs, or the actual observation of behavior such as drinking alcohol or using another drug.

D. Periodic Unannounced and Random Testing (in states where random testing is permitted)

The Company may require employees to submit to periodic unannounced drug and alcohol testing. This may be for all employees at the various facilities selected by shift, by department, or by any other method chosen by the Company. The Company also reserves the right to test employees on a random basis. A urine analysis will be required for drug testing. A breath test is preferred for alcohol, but the employee may elect to have a salvia alcohol test done instead of a breath test. Employees have the right to refuse to take a breath test, but a saliva alcohol test is mandatory.

Random selection for testing will be done through a third party using computer-selection by a recognized random selection program.

Notice of those selected shall be given to the designated Company representative who in turn will notify selected individuals and promptly send them for sample collection.

E. Fitness for Duty

When there is suspicion to believe that an employee is unsafe to perform his or her work as required, the employee is not to return to work until *fitness for duty* is established. This time will be treated as a suspension pending the outcome of the testing. Absent any other concurrent corrective action, the employee will be paid for the time lost from work if the test results are negative.

F. Positive Test

All initial "*positive*" tests are subjected to a secondary, confirmatory test before they are reported to the Company. For a saliva test, the confirmatory test is a gas chromatography/mass spectrometry test or a superior or equally reliable test if one is available. Confirmatory tests also will be done for urine, blood, breath, and/or any other substance test. A positive test means that there is a confirmed presence of drugs or alcohol in the employee's system, at or above established cutoff levels. (A list of the established cutoff levels is available from the Human Resources Department.)

For positive drug tests, a licensed physician called a Medical Review Officer reviews the confirmed results from the laboratory and verifies that there is no reasonable medical explanation for the presence of drugs in the employee's system. The Medical Review Officer or his or her designated representative will contact you regarding the positive test. You will be required to respond to this contact within five (5) calendar days. If the Medical Review Officer then reports a verified positive test result to the Company, we will notify you.

An opportunity to self-disclose to a Company representative will be offered prior to any drug or

alcohol test. If a test is positive, the Company has two alternatives:

1. If no self-disclosure is made and test results are determined to be "positive," the Company will immediately discharge the employee for violation of Company policy, or;
2. If an employee elects to self-disclose, an opportunity to seek assistance will be offered, absent other relative corrective action. At the Company's discretion and on the first occasion, the Company will refer the employee to a certified drug and alcohol treatment center in lieu of corrective action or discharge. In the event an employee is referred to a certified drug and alcohol treatment center in lieu of corrective action or discharge, the following procedure will apply:
  - a. The employee will be suspended from work and will have the opportunity to either sign a "*Last Chance Agreement*" and seek treatment, or sever their employment relationship with the Company.
  - b. Any employee who signs a "*Last Chance Agreement*" will be expected to immediately meet with an accredited professional drug/alcohol counselor. This counselor will assess the nature and severity of the employee's problem and establish a treatment program. Failure to complete the program or to cooperate with the drug/alcohol counselor is considered a breach of the "*Last Chance Agreement*" and will result in immediate termination.
  - c. Before returning to work the employee will be required to submit to an alcohol and /or drug test. This test must be alcohol and/or drug free to allow the employee to return to work. After returning to work, the employee will be required to submit to unscheduled periodic testing at the Company's discretion. The time-period for unscheduled periodic testing is the greater of 24 months or 4,000 hours worked. The Company also may require other conditions. Refusing to take a test during this period is considered a breach of the "*Last Chance Agreement*" and will result in immediate discharge.
  - d. An employee who tests positive for alcohol or drug use under the "*Last Chance Agreement*" will be discharged (only one "*Last Chance Agreement*" is permitted; a second positive test will result in immediate discharge). The employee also may be discharged for any other violation of a "*Last Chance Agreement*" as determined by the Company or the certified drug and alcohol counselor, apart from a positive test result.
  - e. Medical benefits may cover some costs for this treatment. Any costs accrued that are not covered by insurance are the sole responsibility of the employee.

#### G. Appeal Procedure

For urine and or saliva tests, the employee or applicant, at the employee's or applicant's expense, will have the opportunity to have a licensed testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed. The test facility must meet all standards set by the federal health agencies for laboratory performance, using certified medical technologists and technicians. An employee may request the independent test by notifying

Roseburg Forest Products Co. in writing within seventy-two (72) hours after the employee is informed of the test results.

H. Refusal to Test

Employees do not have the right to refuse to take a test under this policy. The Company will terminate an employee who refuses to submit to testing under the conditions described in this *Policy*. Tampering with, adulterating, or substituting a sample, or otherwise failing to cooperate with the testing process, is considered a refusal to test and will result in termination of employment or denial of employment with no opportunity to reapply.

I. Confidentiality

The Company will treat information and/or documentation regarding substance abuse testing and treatment in a confidential manner; consistent with the law related to privacy and disability law. Documentation will be kept in separate confidential medical files apart from the employee's personnel file. Supervisors and managers may be informed regarding necessary work restrictions and necessary accommodations; first aid and safety personnel may be informed, when appropriate, if the employee's condition or disability might require emergency treatment, and government officials investigating compliance with laws may be provided relevant information on request. Where the law does not require otherwise, the Company reserves the right to disclose the information when it deems necessary, or as may otherwise be required by federal and state law.

J. Testing Samples

Samples obtained for drug and alcohol testing will be collected by certified collectors. Laboratory and confirmatory testing on samples will be done by a licensed testing facility. Employees and applicants may request the name and address of these facilities by contacting Roseburg Forest Products Co.

**Searches**

The Company reserves the right to inspect and/or search all Company property for intoxicating liquor, illegal or *controlled substances*, or any other substances that may impair job performance. Refusal to submit to any such inspection or refusal to cooperate in any investigation is insubordination. Such refusal will subject the employee to corrective action up to and including immediate termination of employment. The Company will contact local law enforcement officials if *controlled substances* are found on Company property.

**Employee Responsibility**

It is the responsibility of all employees to:

- A. Abide by this policy;
- B. If you have questions about this policy, speak to the local HR representative or Shop Steward;

- C. Seek assistance through EAP if you have a substance abuse problem;
- D. Encourage other employees to seek assistance;
- E. Report the use, possession, sale or trafficking of drugs or alcohol while engaged in Company business.

#### **Other Conditions**

Any employee tampering with, substituting, or altering a drug or alcohol screening test will be subject to immediate termination. An applicant engaging in the above conduct will be disqualified for employment.

All employees are required to cooperate fully in any investigation of job-related conduct or impact resulting from this behavior covered by this policy, consistent with state and federal laws.

Employees are obligated to be honest. Any criminal conduct on Company time or business will result in immediate termination of employment.

Employees must comply with all Company rules and job performance standards upon returning to work after completing a treatment program. Violation of Company policy or rules will result in appropriate corrective action separate from this policy.

The Company reserves the right to decide whether suspicion exists, the level of corrective action to be applied, and whether an employee should be given the opportunity to participate in a drug and/or alcohol treatment program. The Company may amend this policy at any time subject to bargaining.

#### **Misconduct Away from the Workplace**

The Company wishes to maintain an excellent reputation in the business and local community. We have a policy against employee misconduct that may damage the Company's reputation or an employee's working relationship with the Company. This includes misconduct both at work and away from the workplace while on Company business. Violation of this policy will result in corrective action up to and including discharge from employment.

#### **Definitions**

For the purpose of this policy, the following definitions are provided:

- "*Presence*" is ANY DETECTABLE LEVEL of alcohol or drugs in an employee's blood or urine as determined by the testing agency and Company as defined by DOT regulations. A list of current detectable levels as defined by DOT regulations is available upon request from HR;
- "*Controlled Substances*" are all forms of narcotics, depressants, stimulants, hallucinogens, and cannabis, whose sale, purchase, transfer, use or possession is prohibited by law;

- “Over-the-Counter Drugs” are those that are generally available without prescription from a medical doctor and are limited to those drugs that can impair the judgment of an employee to safely do his or her duties;
- “Medically Authorized (Prescription) Drugs” are those drugs that are used during medical treatment and have been prescribed and/or authorized for use by a licensed physician, practitioner, or dentist;
- “Drug Paraphernalia” are any items that are used for the administering or storing of prohibited drugs as defined by DOT regulations.
- “Near Miss” An event that “but for chance” could have resulted in damage or injury. Example; if I was standing one foot to the left I would have been hit.

Detectable levels:

The levels at which samples shall be called positive are as follows:

A. Urine Samples

<u>Substance</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Marijuana (cannabinoids)	50 ng/ml	15 ng/ml
Cocaine	150 ng/ml	100 ng/ml
Amphetamine Class	500 ng/ml	
Amphetamine		250 ng/ml
Methamphetamine		250 ng/ml
Alternate Amphetamines (MDA, MDMA, MDEA, etc)		250 ng/ml
Opiates	2,000 ng/ml	
Morphine		2,000 ng/ml
Codeine		2,000 ng/ml
Alternate Opiates		
Oxycodone, Oxymorphone		2,000 ng/ml
Hydrocodone, Hydromorphone		2,000 ng/ml
6-Acetyl Morphine (Heroin)	10 ng/ml	10 ng/ml
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Barbiturates	200 ng/ml	200 ng/ml
Benzodiazepines	200 ng/ml	200 ng/ml

B. Oral Fluid Samples

The thresholds that determine a positive oral fluid test will be set by the laboratory performing the confirmation testing. A copy of the current cutoff levels will be made available upon request by contacting Human Resources.

C. Alcohol Testing

Breath	.04 grams of alcohol per 210 liters of breath
Blood	.04 grams/dL (%)
Saliva	.04 grams/dL (%) if initial test is positive, it must be confirmed by a second alcohol test to determine exact levels, preferably breath where available.

Employees who test positive as defined by the policy during the first six (6) months of employment will be terminated and will not be eligible for rehire for a minimum of twelve (12) months following termination.

Roseburg Forest Products Co.  
Employee Substance Abuse Self Disclosure

In keeping with Roseburg Forest Products Co.'s commitment to provide a safe, drug-free workplace, an additional step has been implemented to our policy regarding substance abuse for employees. As an employee of Roseburg Forest Products Co. the following protocol will be followed in complying with our Substance Abuse testing procedures:

- 1) You have been selected to participate in the Company's substance abuse testing. At this point in time, you have the opportunity to self-disclose to our Company representative if you believe you'll test positive.
- 2) If you elect to self-disclose at this time, you will be given an opportunity to seek assistance and sign a last chance agreement, absent other relevant corrective action.
- 3) If you choose not to self-disclose and your test results are determined to be "positive," you will be subject to immediate termination.
- 4) Below are your options to self-identify: (Check One Box Only)

**Important note: If you have any questions about this process, please speak with the local HR representative, your supervisor or a union shop steward.**

- I attest that I am in full compliance with the Company's Substance Abuse policy and my test results will reflect this by a "negative" result.
- I am electing to self-disclose that I may be in violation of the Company's Substance Abuse Policy and my test results may reflect this by a "positive" result. I understand that by my admission, and regardless of the test results, I would like to seek assistance and enter into the last chance agreement process.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Employee Name \_\_\_\_\_

Company Representative \_\_\_\_\_

Date \_\_\_\_\_

**Appendix F – Extension of Probationary Period**

Extension of Probationary Period

It is hereby agreed by and between Roseburg Forest Products Co. and Union Local 2949, I \_\_\_\_\_ agree to accept the terms of my extension for \_\_\_\_\_ days. This extension will cover all aspects of the probation, job performance, qualifying, absenteeism, etc.

Dated \_\_\_\_\_

Company \_\_\_\_\_

Union \_\_\_\_\_