

AGREEMENT

BETWEEN

DAIMLER TRUCKS NORTH AMERICA LLC, PORTLAND, OREGON

AND

SERVICE EMPLOYEES UNION LOCAL #49

JULY 1, 2010 – JUNE 28, 2013

AGREEMENT

Between

DAIMLER TRUCKS NORTH AMERICA LLC

And

SERVICE EMPLOYEES UNION, LOCAL NO. 49

THIS AGREEMENT, made and entered into this 1st of July, 2010, by and between Daimler Trucks North America LLC, hereinafter designated as the "Company" and the SERVICE EMPLOYEES UNION, LOCAL NO. 49, hereinafter designated as the "Union," for the purpose of governing their mutual business relations by fixing the following scales

of wages, schedules of hours, and regulations affecting the members of the organization of the Union, to wit:

ARTICLE 1. - EMPLOYMENT AND RECOGNITION

Section 1. Employer recognizes the Union as the sole and exclusive bargaining agent for all Environmental Maintenance Technicians (EMTs) in Portland, Oregon at the Employer's Truck Manufacturing Plant at 6936 North Fathom, Portland and Parts Manufacturing Plant at 5400 North Basin Street.

Section 2. (a) It shall be a condition of employment that all employees of the Employer covered by this Contract who are members of the Union in good standing on the effective date of this Contract shall remain members in good standing, and those who are not members on the effective date of this Contract shall immediately after the 31st day following the effective date of this Contract become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Contract and hired on or after its effective date shall immediately after the 31st day following the beginning of such employment become and remain members in good standing in the Union. The Employer agrees to notify the new applicants for employment and former employees returning to employment of this Contract and will notify the Union of new hires within five (5) days, giving the name and address of the employee and his job classification.

(b) A member in good standing shall be defined as an employee who tenders the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership in the Union.

Section 3. The Employer agrees to make payroll deductions of Union dues and initiation fees and COPE contributions upon written authorization from its employees. Such amounts are to be deducted on the payday immediately preceding the end of the calendar month, and the Employer will transmit to the Union the total amount deducted together with a list of the names of the employees from whose pay deductions were made and the amount deducted. The Employer will provide the Union with prompt notice of each hire and termination and, on a monthly basis in a mutually agreed upon electronic format, with the following information concerning each employee: name, social security number, date of hire, job classification, shift, worksite, hourly rate, address, and telephone number.

Section 4. The Employer, within three (3) working days after receipt of notice from the Union, will discharge any employee who is not in good standing in the Union as required by this Contract.

Section 5. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities for damages or penalties that may arise out of, or by reason of any action that may be taken by the Employer for the purpose of complying with the foregoing provisions of this Article.

Section 6. Authorized business representatives of the Union shall have access to the plant during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Contract is being adhered to; providing, however, there is no interruption of the firm's work; provided further that such agent shall first notify, or cause to be notified, an appropriate supervisory person of his presence in the plant.

Section 7. The Employer may give the Union opportunity to refer suitable applicants for employment. The Employer shall not be required to hire those referred by the Union or any other specific source.

Section 8. The Employer at their Truck Manufacturing Plant and at the Parts Manufacturing Plant will provide a union bulletin board. Only Union authorized materials such as educational flyers, notices of meeting, union elections, and activities will be posted. No union materials posted will disparage the Employer, its product or management representative.

Section 9. The Union shall be entitled to withdraw one (1) full time (40 hours/week) employee for a Union leave of absence per calendar year. An employee on Union leave will continue to accrue seniority. The Union shall be responsible for paying the employee's wages and shall reimburse the Employer for accrual of vacation time and the pro-rata cost of health and welfare, dental, and pension plans. The Union shall give the Employer as much notice as possible, but no less than 10 days' notice of a Union leave of absence.

ARTICLE 2. – SENIORITY

Section 1. An employee's seniority shall be computed from the time of his employment by the Employer in any capacity within the bargaining unit, except that a new employee shall be on probation for the first forty-five (45) days of his employment. After forty-five (45) days (or extension as noted below), a new employee shall be placed on the seniority list and given seniority rating as of the first day he was last hired by the Employer. Retention or termination of probationary employees shall be at the Employer's sole discretion and specifically excluded from the grievance procedure. It is understood that the probationary period will be automatically extended for all days of absence or transitional duty, separate or combined, that extend to five (5) or more days.

Section 2. Bargaining unit seniority shall prevail in reduction and restoration of forces as well as the assignment of work due to the reduction and restoration of forces, provided that the senior employees are capable of performing the work. Employees will have bumping rights within classifications to shifts. There shall be a seniority list at each plant.

EMT 1s may bump EMT 2s and EMT 2s may bump EMT 1s at the maximum frequency rate of one (1) EMT 2 or EMT 1 per contract year at each plant.

Section 3. A seniority list for each plant by classification shall be prepared by the Employer for all employees covered by this Contract and posted on the bulletin board each three (3) months. In addition, a combined seniority list shall be furnished on request of the Union. Each seniority list shall include the classification of all employees covered by this Contract. The Union and each Shop Steward shall receive a copy of this list. The Union may post official notices on the bulletin board.

Section 4. Should any objections arise to seniority listing, such objections shall be made within thirty (30) days after posting the roster with the exception that any employee who is off work due to injury, illness, or layoff at the time of posting the roster shall have a 30-day period after returning to work to enter such objection.

Section 5. It shall be the responsibility of the employee to keep the Company and the Union informed of current address. During periods of layoff, the employee shall provide notice in writing of any change in address within five (5) days to both the Employer and Union. Failure on the part of the employee to keep the Company informed of his correct address releases the Company of any responsibility of any back pay liabilities for failure to be recalled by seniority. Upon proven notice of recall by letter or telephone, the employee shall report to work within five (5) working days. The five (5) working day provision may be waived upon reasonable and acceptable proof of failure to report to work, but not to exceed thirty (30) days, except for those employees on bona fide medical leave.

Section 6. An employee's seniority shall be determined by his total continuous service in the bargaining unit with the Employer. An employee's seniority shall be terminated as follows:

(a) Upon termination.

(b) After a continued absence of forty-eight (48) months from a layoff for lack of work or medical leave, personal or occupational.

(c) Employees absent and unreported for three (3) working days shall be considered a voluntary termination unless a bona fide explanation mutually acceptable to the Union and the Employer can be given by the employee.

Section 7. Employees transferred or promoted to positions within the Company outside of the bargaining unit shall maintain their seniority status, but shall not accumulate additional seniority, for a period of two (2) years if they return to the bargaining unit during this period, provided they are in good standing with the Union at the time of promotion or transfer or remain in good standing with the Union during the two (2) year period; provided, however, that if the employee is transferred to a Company operation away from the Portland plant the two (2) year period shall be reduced to six (6) months.

Section 8. Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

In order to assist employees and to provide a safe working environment, the Company, in addition to the testing now being done for cause, may include a drug screen as part of the physical examination of employees recalled from layoff after absence from work in excess of 120 days. Such screen shall be done utilizing the most reliable procedures available and under the supervision of qualified medical personnel. Should an employee test positive as to any illegal drug and retest confirms the positive results, he shall be offered rehabilitation. All programs will be carried out with due regard to employees' right to privacy. The Company will not require employees to submit to random or blanket drug screening.

Section 9. Copies of all transfer request forms will be given to the Shop Steward at TMP-2, if applicable. Under normal circumstances, no transfers will take place without employees involved first receiving three (3) working days notice.

Section 10. An employee who has used seniority to transfer from plant to plant will be given a 10 day grace period to return to prior job. An employee may be returned by the Company within 30 days, if unable to perform in a satisfactory manner.

ARTICLE 3. - PROTECTION OF RIGHTS

Section 1. No employee member of the bargaining unit who prior to the date of this Contract was receiving better working conditions or more than the wages designated in this schedule contained herein for the class of work in which he was engaged shall suffer a reduction of wages or working conditions now being enjoyed because of the adoption of this Contract nor an increase in hours without a corresponding increase in pay.

Section 2. Nothing in this Contract shall be construed to prevent the Union from acting in conjunction with any affiliate of its International Union or to honor any picket line legally sanctioned by the Northwest Oregon Labor Council.

Section 3. The Employer will promote and is committed to a workplace atmosphere that provides openness and mutual respect for all its employees.

ARTICLE 4. - HOURS OF WORK

Section 1. Eight (8) hours shall constitute a day's work, to be worked during a period of eight and one-half (8-1/2) consecutive hours. Forty (40) hours shall constitute a week's work, to be in five (5) consecutive days, Monday through Friday. Effective July 1, 1995, graveyard shift will work seven (7) hours in a period of seven consecutive hours with a twenty (20) minute paid lunch period, but shall receive eight (8) hours' pay, with a shift premium of as specified in Article 5, section 10.

The Employer may establish Alternative Work Schedules based on business and Company needs. Any change must be

negotiated and approved by the membership.

Section 2. If an employee elects to leave work before completing one (1) day's work and is given permission to do so, he shall be paid at the hourly rate for hours worked. All employees must eat meals on their own time, except for graveyard shift after 7/1/95.

Section 3. All time worked in excess of eight (8) hours in one (1) day or forty (40) hours in one (1) week and on Saturdays or Sundays shall be considered overtime.

The first two (2) hours worked in excess of eight (8) hours Monday through Fridays shall be paid for at one and one-half (1-1/2) times the regular hourly rate, thereafter double the regular hourly rate of pay shall apply.

All hours worked on nonscheduled work Saturdays shall be paid for at the rate of double the hourly rate.

All hours worked on scheduled work Saturdays shall be paid for as follows:
First eight (8) hours -- time and one-half the regular hourly rate.

Thereafter -- double the regular hourly rate of pay.

The Employer may, by individual plant (TMP or TMP-2), schedule production Saturday work not more than once in any calendar month. All production Saturday work shall be scheduled for all employees covered by this Contract, such production Saturday work to be scheduled and posted not later than 12:00 noon of the preceding Wednesday. This shall not be construed to mean that the Employer shall be precluded from assigning individual employees to overtime work on Saturdays, but shall mean that such individual overtime assignment for work on Saturdays shall be paid for at double the employee's regular hourly rate of pay.

Employees working overtime prior to or after the regular shift shall have a ten (10) minute break after two (2) hours of overtime or prior to two (2) hours of overtime.

Section 4. Sunday work shall be paid for at the rate of double time.

Section 5. Normally employees will not be required to perform work on Saturdays or Sundays against their wishes, subject to the provisions of Section 7 of this Article.

Section 6. There shall be no pyramiding of overtime.

Section 7. Overtime assignment during the week will first be offered to the person performing the job and next by seniority within classification, shift and plant.

Employees will be given the opportunity to sign up for weekend overtime each week, whether or not overtime is anticipated. Weekend and holiday overtime will be offered by rotation by classification, and plant from among the employees who have signed up that week. Employees volunteering for weekend overtime will be assigned to work the shift that they normally work during the week, if overtime during their normal shift is available. However, employees will not be held out of rotation due to lack of overtime on their shift; in this case they will be assigned to work on a different shift. Weekend overtime shall be offered as early as possible but not later than mid-shift on Friday. Next to other classifications by plant. Team Leaders shall not be held out of rotation for any reason.

If not enough volunteers are available in a given classification, employees working in the other classification will be given the opportunity to volunteer for weekend and holiday overtime, provided that they are capable of doing the work.

When appropriate, Team Leaders will assist in the scheduling of overtime.

In using the rotation system, an offer by the employer to work four (4) or more Saturday or Sunday overtime hours shall be considered the same as actual hours worked. Employees may be required to sign or initial a chart of overtime offered and/or worked.

Any employee reporting for weekend overtime work shall be given a minimum of six (6) hours' continuous work or six (6) hours' pay. If employees are given the option of clocking out before six (6) hours have been completed and choose to do so, they shall be paid for time worked only.

Employees scheduled to sixth or seventh day overtime assignments who fail to work such overtime assignments will be charged with an attendance infraction.

In the event of a misapplication or disagreement as to which employee in the EMT bargaining unit should have been assigned overtime after the work has been performed, the matter shall be adjusted through future overtime assignments. It is not intended that employees will receive pay for overtime hours not worked. However, if, after specific corrective action has been committed to by the Plant Manager, Personnel Manager or Designated Manager, the employee shall receive pay for hours not worked as specifically committed to.

Section 8. Assignments during a plant shutdown: Employees will be given the opportunity to sign up for available work during a plant shutdown, whether or not work during this time is anticipated. Work during a shutdown will be offered as early as possible, but no later than three working days before the shutdown takes effect. Work will be assigned by seniority within classification from among those who volunteered to work. If not enough volunteers are available, employees working in the other classification will be given the opportunity to volunteer, provided that they are capable of doing the work.

Section 9. EMT 2s assigned to EMT 1 work for the majority of the shift shall receive the EMT rate of pay for the entire shift.

EMT 2s assigned to EMT 1 work for at least one hour but less than half of the shift shall receive the EMT 1 rate of pay for the time worked in the higher paid classification.

Section 10. Make Up Time: Make-up time will be granted for up to two (2) hours only. Make-up time will normally be granted for time lost due to emergencies, personal appointment, court appearances, and medical/dental appointments that can not be scheduled during nonworking time. Repeated request (more than one in any 30 day period) will be closely scrutinized and will be denied if determined by the Company to be avoidable. Make-up time will be paid at the regular base rate plus any shift differential, if the employee's regular assigned shift requires such differential.

Section 11. Mandatory overtime: If production needs warrant, the Employer may utilize up to twenty-six (26) hours of mandatory overtime per month.

If overtime is required, the Employer will first seek volunteers in accordance with the collective bargaining agreement. If the Employer does not find a sufficient number of volunteers, employees may be mandated in the inverse order of seniority until a sufficient number has been achieved.

If daily overtime is scheduled, then cancelled by the Employer, the hours scheduled will count towards the twenty-six (26) hours of overtime per month.

1. Mandatory overtime of 26 hours a month is allowed as follows:
 - a. Limited to two (2) hours a day Monday-Friday only (excluding holidays).

- b. Eight (8) hours of the 26 limited to plant-wide mandatory scheduled Saturdays, paid at the overtime rate of time and one-half and limited to a maximum of one per month. Work shall be scheduled not later than noon of the preceding Wednesday.
- c. Of the remaining eighteen (18) hours:
 - i. All eighteen (18) hours may be scheduled plant-wide Monday-Friday
 - ii. Up to ten (10) hours of the eighteen (18) hours may be scheduled Monday-Friday to mandate work in a work area when plant-wide overtime is not needed.
 - 1. The overtime will first be offered to the person performing the job.
 - 2. If that person declines the overtime, volunteers from both classifications will be offered the overtime in order of seniority, on the shift where the overtime is needed.
 - 3. If no employee from the shift where the overtime is needed volunteers, then the lowest-seniority person in the classification that performs the work, on the shift where the work is needed, will be assigned to perform the work.
- d. If mandatory overtime is scheduled and then cancelled by the Employer, the hours scheduled will count towards the hours per month.
- e. Employees will not be mandated to work Saturday if a vacation day, personal day or Union leave has been approved for them on the Friday preceding or Monday following the mandated work.

No single day vacations are allowed on Saturdays unless approved by management.

ARTICLE 5. – WAGES

Section 1. The following classifications and regular wage scales shall apply:

| | |
|----------------|---------|
| Classification | |
| EMT 2 | \$16.00 |
| EMT 1 | \$21.07 |

The following automatic progression wage scales are effective for EMT 2s hired after July 1, 2008.

Progression

Hire \$9.00

12 Months \$9.50

24 Months \$10.00

36 Months \$11.00

48 Months

(Top rate for new hires) \$12.00

Active Employees, Employees on approved leave of absence and Employees on layoff on or before June 30, 2007 \$16.00

Employees that were on layoff before June 30, 2007 that are subsequently recalled will maintain their rate of pay at the time of layoff and progress at the rate of \$1.00 every six months until they reach the top rate established above.

Wage adjustments will be computed on the first (1st) day of the pay period following the calendar week in which the employee completed the six (6) month period.

Employees will receive credit for all service time on the active payroll of the Employer with respect to automatic progression schedules herein including layoffs or medical leaves of absence up to thirty (30) calendar days.

Section 2. Team leaders are to be designated by the Company and shall receive a premium of ten percent (10%) per hour more than those employees under their supervision.

Section 3. An employee regularly assigned to operate the compactor or power washer shall receive twenty-five (25) cents per hour in addition to his wage scale.

Section 4. Any classification or wage scale not listed herein shall be determined as the necessity may arise by negotiation between Union representatives and representatives of the Employer.

Section 5. Any employee reporting for duty as scheduled, waiting subject to orders and laid off, shall be allowed six (6) hours' pay unless notified on the previous day that there would be no work.

Section 6. An employee called back to work after completion of his regular workshift and the employee has left the Employer's premises, will be guaranteed four (4) hours' work at the applicable overtime rate.

Section 7. All employees shall be paid once a week.

Section 8. In the event of a plant or department shutdown due to an occasion of national or local significance which calls for a temporary shutdown, or due to an emergency beyond the Company's control, the Company shall not be liable for wages to any employee for the time lost. "Emergency" shall be defined as a situation resulting from causes such as fire, explosion, computer failure, power failure or act of God.

Section 9. Permanent assignment to EMT 1 shall be made by seniority. Such assignment will be made providing the employee has the ability to perform the job in a normal and average manner.

When an EMT 2 is to be assigned to an EMT 1 position on an overtime basis, such assignment will be made by rotation among those qualified to perform the work.

Section 10. Employees assigned to work the second and third workshifts will receive a premium of \$.45 per hour for second shift and \$.38 per hour for third shift.

Pay for time not worked, paid vacation, paid holidays and paid sick leave will be computed as follows: Day shift rate plus premium (\$.45 second shift and \$.38 per hour for third shift times 8 hours).

Night shift premiums will be determined by the rate in effect on Monday of each workweek. For example: an employee who starts the workweek on second shift and is transferred to day shift on any following workday, including Saturday, will receive night shift premium.

Section 11. Whenever there are three (3) or more EMTs (of either classification) regularly assigned to a workshift, the Company shall designate one of them as Team Leader. In the event that the assigned Team Leader is absent for four hours or less of their shift, the company may choose at its discretion to designate a temporary Team Leader. In this case, the Team Leader will be paid at the higher rate for all hours spent in the role of a Team Leader.

The duties of a Team Leader include, but are not limited to, safety instructions, training of employees, guiding employees in work related activities, assignment of work instructions relative to the use of tools of the trade, equipment and the work flow through the department; provided however, that this work is not assigned exclusively to the Team Leader and may be performed by other employees.

Section 12. Any employee required to appear as a witness subpoenaed by the Company or any other party to a legal proceeding to which the employee is not a party will receive paid time from work or straight-time pay as required to satisfy the subpoena.

ARTICLE 6. – HOLIDAYS

Section 1.

Recognized Holidays are:

Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

In 2010 - 2011 Contract Year, the Employer agrees to recognize December 24, 27, 28, 29, 30, 31; and January 3

In 2011 - 2012 Contract Year, the Employer agrees to recognize December 23, 26, 27, 28, 29, 30; and January 2

In 2012 - 2013 Contract Year, the Employer agrees to recognize December 24, 25, 26, 27, 28, 31; and January 1

A complete schedule of holidays is attached as Appendix C.

Section 2. Each employee with forty-five (45) or more days of employment covered by this Contract shall receive eight (8) times the regular day shift hourly rate on the above designated holidays upon which no work is performed, irrespective of the day upon which it may fall.

Section 3. To be eligible for holiday pay, the employee must work the last scheduled workday prior to and the next scheduled workday after the holiday, but an employee's failure to work on such prior or next- following scheduled workday shall be excused for this purpose if due to one of the following reasons:

- (a) A personal injury arising out of and in the course of employment with the Employer. Proof of disability is required.
- (b) Jury service.
- (c) Witness in court.
- (d) Scheduled vacation.
- (e) Bona fide illness (provided the employee works during the thirty (30) day period prior to the holiday). Proof of disability is required.
- (f) A temporary layoff because of lack of work, providing such layoff is not in excess of thirty (30) days.
- (g) An indefinite layoff because of lack of work, within five (5) working days of a paid holiday.
- (h) On approved leave of absence in accordance with Article 15.
- (i) Involuntary call up of the employee's reserve unit for military active duty in the event of local or national emergency for the first 180 days.

(j) Paid funeral leave.

(k) Special hardship circumstances approved by the Employer.

(l) Employees who retire within fifteen (15) days of the Christmas Shutdown will be eligible for holiday pay.

Section 4. Any employee who is eligible for holiday pay and who is required to work on one of the designated holidays shall receive additional double time pay.

Section 5. Any employee on leave of absence because of an occupational injury shall be entitled to holiday pay for those holidays specified herein which fall within the first thirty (30) days of authorized leave. An employee on occupational leave shall upon release from his doctor be reinstated to his former job if such job is available in accordance with his seniority rights.

Section 6. Employees who work at least five holidays during the Christmas shutdown, or the entire shutdown days offered, whichever is less, shall have two options.

(a) Receive double time pay for all hours worked on the designated holiday, and holiday pay as described in Section two (2).

(b) Receive double time pay for all hours worked on designated holiday, and defer holiday pay as described in Section two (2), with equivalent days off (in consecutive days) to a date selected by mutual agreement, within one (1) year of the holiday.

If option (b) is selected by the employee it shall be put in writing twenty- four (24) hours prior to the last day worked before the holiday, or upon request to work the holiday, whichever is closest to the holiday.

ARTICLE 7. – VACATIONS

Section 1. Employees will be granted vacations of one (1) week after one (1) year of employment, two (2) weeks after two (2) years of employment, three (3) weeks after five (5) years of employment, four (4) weeks after fifteen (15) years of employment, five (5) weeks after twenty (20) years of employment, and six (6) weeks after twenty-five (25) years of employment.

Section 2. Each week of vacation pay will be based upon either one fifty- second (1/52) of an employee's gross earnings for the prior calendar year as shown on the employee's W-2 statement and computed at the time his vacation is taken OR where an employee has worked 1200 hours or more between his vacation anniversary dates, he shall receive forty (40) times his rate of pay in effect at the time his vacation is taken, including night shift differential if the employee is regularly assigned to the second or third shift, whichever is greater.

Section 3. An employee who has worked less than 1200 hours between vacation anniversary dates shall, for each week of vacation he is entitled to by reason of overall service, receive a pro rata vacation with pay in an amount equal to two percent (2%) of the employee's straight-time earnings including night shift differential, if any, during the year immediately preceding the vacation anniversary date upon which he becomes entitled to such vacation.

Section 4. If an employee is assigned a vacation week in which a paid holiday occurs, he shall receive eight (8) hours' holiday pay or have the option of an additional day off on the Friday immediately before or the Monday immediately following such vacation, as mutually agreed in advance between the employee and the Company.

Section 5. Vacations must be taken within the year following the anniversary date of employment. Vacations will be posted in each assigned work area. Vacations will be assigned according to seniority until a cutoff date of February 1.

Any request after February 1 shall be on a first request basis.

Section 6. Single days of vacation will be paid at a rate of eight (8) times the employee's straight-time hourly rate plus shift premium, if applicable. Single days of vacation will be scheduled by mutual agreement between the employee and the Company. Single days of vacation will not take precedence over weekly scheduled or non-scheduled vacation periods. However, single days of vacation will be locked in, and will not be canceled due to full week vacation requests, one week in advance of the scheduled day of vacation. Further, if an employee schedules a week of vacation and this results in the "bumping" of another employee's single scheduled vacation day, the employee taking the week of vacation will not be permitted to cancel individual days of the vacation, except in the case of proven emergency. Requests for cancelation of single days, in this case, will be made to the HR department.

The allowable vacation amount will not be exceeded for any single day, except with supervisory approval.

Vacation requests must be made at least one (1) work day in advance of the day requested, except in the case of proven emergency. Requests that are not made at least one (1) work day in advance shall be made to and approved by the HR Dept.

Section 7. An employee who has been in the employ of the Employer for sixty (60) days and who is separated from the employ of the Employer prior to the completion of an anniversary year shall be entitled to pro rata vacation pay as follows:

2% of the employee's straight-time earnings since his last vacation anniversary date per week to which he is entitled had he completed the anniversary year.

Section 8. Employees shall, upon ten (10) working days notice, be paid vacation pay on the last day worked before going on vacation, except during temporary layoffs.

Section 9. In the event of an indefinite layoff, employees will be paid for all accrued vacation. Upon recall from layoff employees will be allowed to schedule up to two (2) weeks vacation without pay as indicated:

NORMAL ENTITLEMENT WITHOUT PAY

| | |
|-----------------|---------|
| 1 Week | None |
| 2 - 3 Weeks | 1 Week |
| 4 or More Weeks | 2 Weeks |

Scheduling unpaid vacation will be in accordance with other relevant provisions of this Article.

Upon written request of an employee who is indefinitely laid off, the Employer will defer payment of any or all accrued vacation for up to forty-eight (48) months following lay off. If the laid off employee subsequently requests any or all deferred vacation pay the Employer shall provide the payment at the next regular scheduled pay day.

Section 10. Employees will not be required to use vacation or sick leave for their own serious health conditions that qualify for FMLA.

Section 11. The Employer will allow a maximum of twelve percent (12%) of the employees (a minimum of two (2) employees in areas of eight (8) or more employees in each regular assigned work area on each shift) to take their vacation in any one (1) day.

Section 12. Effective July 1, 2011, vacation time cannot be borrowed ahead of the anniversary date award of vaca-

tion.

ARTICLE 8. - HEALTH AND SAFETY REGULATIONS

Section 1. The Employer shall maintain clean and sanitary shops where employees work and provide proper shelter against the elements as well as safety measures as provided for in the Oregon Safety Code and/or Occupational Safety and Health Act. HBV shots shall be given to employees at employee's request.

Section 2. Rest Periods:

Except under emergency circumstances each employee will be given a ten (10) minute break on Company time once during each half shift. Employees working overtime prior to or after the regular shift shall have a ten (10) minute break after two (2) hours of overtime or prior to two (2) hours of overtime.

Section 3. The Employer will furnish protective boots to EMT 1s for work where caustic materials are present.

Section 4. Union Stewards shall be members of the Plant Safety Committee on their shift.

Section 5. Any employee assigned to work in the paint booth area (TMP) shall be given the Painters' physical examination. Any employee assigned to operate the water blaster shall be assigned for no more than four (4) hours in a shift.

Section 6. The Company will provide coveralls and laundry service for all EMT 1s, PMP EMTs, and Paint Department EMTs.

Section 7. The company will reimburse employees required to wear safety shoes \$90.00 per year. The company and union will select mutually agreeable safety shoe vendors.

Section 8. Employees required by the Company to report for job-related physical examinations shall be compensated for actual time utilized at straight time rate up to a maximum of 2 hours.

ARTICLE 9. - GRIEVANCE PROCEDURE

Section 1. It is the intention of the parties hereto to submit all the disputes arising out of the terms of this Contract to the grievance procedure as outlined below. During the term of this Contract there shall not be a cessation of work on the part of the employees nor any lockout on the part of the Employer.

Section 2. Any employee or Union grievance must be submitted in writing and properly signed by the employee or Union official claiming to be aggrieved within ten (10) days of the date upon which the event or events alleged to constitute the grievance were first known or should have been known to the employee or Union official. Unless such grievance is delivered to the Employer within the above ten (10) days the grievance shall be deemed to be waived.

Grievances alleging misapplication of layoff or recall, suspension or discharge without just cause shall be delivered to the Employer within five (5) working days after the misapplication, suspension or discharge complained of, or shall be deemed to be waived.

Section 3. In the event that the parties shall be unable to adjust any grievance or dispute arising under the terms of this Contract, the following steps shall be taken:

(a) It shall be taken up between the Team Leader and the Shop Steward and if no agreement is reached within 48 hours;

(b) The Employer and the Union Representative;

(c) (1) If no agreement is reached within ten (10) days, then the Union may submit the matter to arbitration by submitting the grievance to a third party and the decision of the third party shall be final and binding upon both parties. The third party shall be chosen mutually by the Employer and the Union.

(2) In the event the Employer and the Union are unable to agree upon the selection of the third party within ten (10) days from written demand for arbitration, the office of the Federal Mediation and Conciliation Service shall be petitioned to submit a list of names of five (5) proposed arbiters. The Employer and the Union shall each alternately strike from this list the names of the proposed arbiters, one at a time, until only one (1) name remains on the list. The name of the arbiter remaining on the list shall be deemed as accepted by both parties.

(3) The arbitrator shall have power only to interpret the provisions of this Agreement and to adjudicate grievances arising under the terms of the Agreement. In no case shall the arbitrator add to, delete from, or amend any provision of this Agreement.

(4) The fees of the arbitrator and the necessary expenses (exclusive of payment to witness) of any arbitration proceeding shall be borne equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative. If an employee-witness is called by the Employer, the Employer will reimburse him for time lost. If an employee-witness is called by the Union, the Union will reimburse him for time lost.

ARTICLE 10. – DISCHARGE AND DISCIPLINE

Section 1. The Employer shall not discipline, discharge or suspend employees without just cause. Any claim that an employee has been disciplined, discharged or suspended without just cause may be made a subject of a grievance per Article 9.

Section 2. Copies of termination, suspension, or warning notices will be mailed immediately to the Local Union by the Employer.

Section 3. The Company will make a consistent effort to issue discipline in a timely manner. Warning letters unrelated to attendance will be reviewed by the Employer at the request of an employee or Shop Steward after six (6) months from date of issue and may be subject to the grievance procedure for the purpose of removal from the personnel file.

Section 4. Drug and Alcohol Policy

With regard to the Company's Drug and Alcohol Policy which allows for only one opportunity for treatment for a drug or alcohol dependency via a "last chance agreement", it is agreed between the parties that one additional treatment opportunity will be allowed under the following conditions:

1. The employee was a prior "last chance" participant who has satisfactorily completed the program and the agreement has been terminated;
2. The employee is not beyond Letter 1 for progressive discipline under the Attendance Control Program;
3. The employee is not otherwise subject to discipline under established standards of conduct, job performance, or other plant rule;

4. The employee signs and abides by a second “last chance agreement.”

It is understood that an employee who fails to meet all of these conditions at the time a second treatment opportunity is requested or required will not qualify for the second opportunity and employment will be terminated for violation of Company policy.

Section 5.

With regard to the Company’s Drug and Alcohol Policy, an employee whose initial test result is positive may, within 15 days of notice to the employee that the initial result was positive, elect to have a confirmatory test performed on the sample, at the employee’s expense, by a licensed testing facility of the employee’s choice. If the employee elects such a test, the employer will arrange for delivery of the sample to the testing facility.

ARTICLE 11. - HEALTH AND WELFARE

Section 1. The Employer agrees to provide for benefits covering Medical, Surgical, Hospital, Disability Income, Vision and Prescription Drugs as negotiated. An outline of such benefits is set forth in Appendix A of this Agreement.

The Employer will maintain the cost of providing the level of benefits described in Appendix A during the life of this Agreement.

Effective September 1, 2010 an employee Health and Welfare monthly premium shall be required as follows:

\$45 per month – Employee Only

\$90 per month – Employee Plus One Dependent

\$130 per month – Employee Plus Two or More Dependents

The premium payment shall be made by a weekly pre-tax payroll deduction.

Section 2. Same-Sex Domestic Partner Benefits- Effective January 1, 2008, same-sex domestic partners of employees will be eligible for dependent health and welfare benefits.

Section 3. Full time employees shall be eligible for medical plan coverage under all plans on the first day of the month after completion of thirty (30) days after hire. Employees recalled from layoff or returning from medical leave will be eligible for benefits the first of the calendar month following return to active employment. Where an employee is indefinitely laid off during a reduction in force and receives pro rata vacation in an amount that would provide eighty (80) or more hours in the next following month, coverage will be extended for one (1) month. The Employer will provide for a two (2) year waiver of premium for employees on occupational medical leave of absence.

Section 4. The Company will provide medical insurance at the same level of benefits*, integrated with Medicare**, as provided for active employees, except the Time Loss benefit, for Company retirees who were hired before July 1, 2004. Company retirees are defined as those employees who are eligible for retirement from the Company on or after July 1, 1988, normal, early or disability by the current provisions of the SEIU National Industry Pension Fund, and have at least ten (10) years of service with the Company. The Company will provide a waiver of premium for one (1) year following the death of retirees, for dependent spouse and children under 19 years of age.

Effective 7/1/2001 for future retirees, in the event of the death of an enrolled retiree whose spouse is at least 60 years old at time of death, medical coverage may be continued at the same cost sharing percentage that was applied prior to the death of the retiree. Such coverage will be discontinued when the surviving spouse reaches age 65.

Beginning January 1, 1995, retirees will have the same medical care plan options as active employees.

Cost-sharing for retirees also begins in 1995 for those who retire on or after January 1, 1995. This means retirees will pay a percentage of the premium cost; the Company will pay the remainder.

The chart below shows the percent of premium that retirees will pay using a combination of age and service: 85 = 100% benefit:

AGE AND SERVICE MATRIX

| AGE | | | | | | | | | |
|---------|----|----|----|----|----|----|----|----|--|
| SERVICE | 62 | 61 | 60 | 59 | 58 | 57 | 56 | 55 | |
| 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 29 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | |
| 28 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | |

| AGE | | | | | | | | | |
|---------|----|----|----|----|----|----|----|----|--|
| SERVICE | 62 | 61 | 60 | 59 | 58 | 57 | 56 | 55 | |
| 27 | 0 | 0 | 0 | 0 | 0 | 2 | 4 | 6 | |
| 26 | 0 | 0 | 0 | 0 | 2 | 4 | 6 | 8 | |
| 25 | 0 | 0 | 0 | 2 | 4 | 6 | 8 | 10 | |
| 24 | 0 | 0 | 2 | 4 | 6 | 8 | 10 | 12 | |
| 23 | 0 | 2 | 4 | 6 | 8 | 10 | 12 | 14 | |
| 22 | 0 | 3 | 6 | 8 | 10 | 12 | 14 | 16 | |
| 21 | 0 | 4 | 8 | 10 | 12 | 14 | 16 | 18 | |
| 20 | 0 | 5 | 10 | 12 | 14 | 16 | 18 | 20 | |
| 19 | 3 | 8 | 13 | 15 | 17 | 19 | 21 | 23 | |
| 18 | 6 | 11 | 16 | 18 | 20 | 22 | 24 | 26 | |
| 17 | 9 | 14 | 19 | 21 | 23 | 25 | 27 | 29 | |
| 16 | 12 | 17 | 22 | 24 | 26 | 28 | 30 | 32 | |
| 15 | 15 | 20 | 25 | 27 | 29 | 31 | 33 | 35 | |
| 14 | 19 | 24 | 29 | 31 | 33 | 35 | 37 | 39 | |
| 13 | 23 | 28 | 33 | 35 | 37 | 39 | 41 | 43 | |
| 12 | 27 | 32 | 37 | 39 | 41 | 43 | 45 | 47 | |
| 11 | 31 | 36 | 41 | 43 | 45 | 47 | 49 | 51 | |
| 10 | 35 | 40 | 45 | 47 | 49 | 51 | 53 | 55 | |

* Each person who is eligible for Medicare under the Social Security Act shall be considered to have full Medicare coverage. The term "full Medicare coverage" means coverage for all benefits provided under Medicare, including benefits available on an optional basis whether or not the person is enrolled in all portions of Medicare. Medicare will be considered the primary carrier.

** For those employees hired after July 1, 2004, the Employer will pay the cost of Medicare Part B and Part D upon eligibility after retirement ; but the Employer will not provide retiree medical benefits.

Section 5. The Employer agrees to allow self-payment as required by Oregon or Federal statute.

Section 6. The Employer will pay the cost of the benefit plans for employees who are on medical leave of absence for the first six (6) months of such leave.

Section 7. The Employer's premium payments made in accordance with this Article are dependent upon continuation of this Labor Agreement.

Section 8. Employees who retire and have at least six (6) months of coverage under either Blue Cross or Kaiser may select that retiree coverage.

Section 9. The Company will provide \$60,000 life insurance to each employee, at no cost, with a two year waiver of premium for medical absences.

Section 10. The Company will provide disability insurance of \$300 per week for the first four (4) weeks of disability and \$350 per week for the next twenty-two (22) weeks of disability.

Section 11. In the event of a layoff, Health Insurance coverage will be continued for six (6) months for all employees who are at the top rate of the wage progression in any classification at the time of layoff. Employees must return to work for a period of six (6) months and one day to regenerate six (6) month of health care continuation.

If an employee is on layoff for a period of less than six (6) months, returns to work, and is subsequently laid off again, health care coverage will continue on a "time for time" basis. For example, if an employee is laid off, returns to work for four (4) months and is laid off again, health care continuation will be four (4) months. Months will be counted as whole months starting with the first of the month following layoff. An employee must work a full month to earn a month of health care continuation.

Section 12. Effective July 1, 2007, the company's participation in post-age 65 retiree health care will be discontinued with the following exceptions:

- (a) Employees age 50 or older and who have at least 20 or more years of service as of July 1, 2010 will be grandfathered and continue to receive post-age 65 retiree health care benefits in retirement as a feature of this agreement.
- (b) Employees retiring prior to January 1, 2008 will be grandfathered and continue to receive post-age 65 retiree health care benefits in retirement as a feature of this agreement.
- (c) Employees who retired prior to July 1, 2007 are not affected by the above agreements.

Section 13. The company will offer a voluntary benefit program which includes a Long Term Disability option. The program will be offered by January 1, 2008.

Section 14. Health and Welfare Administration:

It is agreed the details of the medical, dental, vision, prescription drug, vision, life and disability plans provisions negotiated between the parties are contained within the appropriate Summary Plan Description. Claims for benefits must be brought under the Summary Plan Description (SPD) claims procedures and are subject only to the appeals procedure contained in the SPD. The SPD's are not incorporated into this agreement and the Company may change them from time to time to be consistent with any change that may be required to make as a result of regulatory, carrier usual and customary guidelines or accepted medical practice during the term of this agreement.

The Company reserves the right to audit dependent eligibility for all current and future employees. A dependent audit includes coverage for persons covered as a spouse, dependent children or children placed for adoption. Employees will

be required to provide any documentation requested including but not limited to marriage license and birth certificates or other documents to substantiate dependency as defined by the benefit plan. Employees who are found to have dependents who are not eligible will be required to reimburse the company the cost of the claims incurred and will be subject to disciplinary action up to and including termination of employment.

Employee monthly contributions will be deducted from employee pay on a pre-tax basis and amount of arrears will be deducted from employees' paycheck(s). The monthly contributions may also be required to be paid directly by the employee on certain leaves of absence including but not limited to medical leave of absence, Short Term Disability, Long Term Disability and union leave. Failure to make required payments will result in the termination of coverage.

ARTICLE 12. - DENTAL PLAN

Section 1. The Employer agrees to provide a plan of dental benefits agreed to in negotiations with the Kaiser Dental Plan as an option, for employees covered by this Contract who have been compensated for eighty (80) hours or more in the preceding month and each month thereafter. The Employer will pay the cost of the benefit plan for employees who are on medical leave of absence for the first six (6) months of such leave. The Employer will maintain the cost of such benefits for the life of the Labor Agreement.

Section 2. Effective March 1, 2005, the Employer will transition from the I.A.M. Dental Trust to a modified Company Dental Plan. The modified plan will provide reimbursement at 100% for preventive care, 80% for basic care, and 50% for major care under both the standard option and the Kaiser HMO option. Orthodontia will be covered at 50% up to a \$1,500 lifetime maximum under the standard option and 50% for children only with no cap under the Kaiser HMO option. There will be an annual maximum of \$1,500 and no deductible in either plan. The Employer will provide the plan to active employees and their dependents and to employees who retire after July 6, 2004, and their dependents until age 65.

ARTICLE 13. - PENSION PROGRAM

Section 1. The Employer shall pay into the Service Employees International Union National Industry Pension Fund \$692.00 per month on account of each member of the bargaining unit, or \$160.00 per week for each week employed if employed less than the full month, or \$32.00 per day if employed less than one (1) week for all days of more than four (4) hours' work, said amount to be computed monthly.

The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said trust fund to facilitate the determination of hours for which contributions are due; the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the specified time shall be a breach of this Agreement.

The Employer hereby agrees to be bound by the provisions of the Agreement and Declaration of Trust establishing the Fund, as it may from time to time be amended, and by all resolutions and rules adopted by the Trustees pursuant to the powers delegated to them by that agreement, including collection policies, receipt of which is hereby acknowledged. The Employer hereby designates the Employer members of the Fund's Board of Trustees, or their duly selected successor(s), as its representatives on the Board.

The parties to this Agreement adopt the Preferred Schedule of benefit changes and contribution increases provided in the Rehabilitation Plan adopted by the Service Employees International Union National Industry Pension Fund and set out in a memorandum dated November 25, 2009.

Should the Employer consider at any time during the term of this agreement to permanently cease to contribute to the Service Employees International Union National Industry Pension Fund, such decision shall be made by mutual agreement between the parties and require contributions at the rate of \$692.00 per month, \$160.00 per week or \$32.00 per day for which a member of the bargaining unit is paid, as described in the first paragraph above, to be made to an alternative retirement plan. Mutual agreement will not be unreasonably withheld.

Section 2. The Employer agrees to provide payroll deduction for employee's contributions to the Machinists District Lodge 24 Retirement Savings Plan (401K).

ARTICLE 14. - TUITION REIMBURSEMENT PROGRAM

The Company Tuition Reimbursement Program will be made available to all employees. It is understood that the company may amend, change, modify or eliminate the Tuition Reimbursement Program as it deems necessary.

ARTICLE 15. - PERSONAL LEAVE OF ABSENCE

Section 1. When the requirements of the Employer's service will permit, any employee hereunder, upon written application to the Employer, may if the Employer approves be granted a leave of absence (in writing) for a period not in excess of thirty (30) days. Under such leaves the employee shall retain and continue to accrue seniority, and the Union shall be notified of all such leaves granted in writing.

No leaves will be granted for incarceration. Employees who are absent for three or more days due to incarceration will be terminated. An employee who was terminated for incarceration and later found "not guilty" by a court of law will be reinstated with his original seniority date. Such reinstated employee will receive past service credit only for vacation and automatic progression purposes.

Section 2. Such leaves may be extended for additional periods of thirty (30) days when approved by both the Employer and the Union (in writing) and seniority will accrue during such extension.

Section 3. Employees hereunder, returning from an authorized leave of absence or extension thereof will be returned to the job held when the leave was granted. If the job no longer exists, the employee may exercise his seniority commensurate with his ability and seniority standing.

Section 4. Any employee hereunder, on leave of absence, engaging in gainful employment without prior written permission from both the Employer and the Union shall forfeit his seniority rights and his name shall be stricken from the seniority roster.

Section 5. Any employee entering the Armed Forces for military training or service in accordance with the provisions of the Uniformed Services Employment and Re-employment Act, and other applicable laws, will be restored to service in accordance with such laws and his seniority will be fully protected. In case of temporary or partial disability, which makes it impossible to return to work within the ninety (90) days after discharge, special arrangements will be made by the Employer and the Union for a proper extension of time.

Section 6. Employees who are members of a military reserve unit shall be granted leaves of absence without pay to attend annual training or required training if such leaves of absence are requested by the employee.

ARTICLE 16. - SICK LEAVE

Section 1. The Union and Employer agree that unplanned absenteeism is detrimental to the efficiency of the Employer's operations and that the purpose of paid sick leave is to compensate employees for absences due to bona fide

illness or injury only.

The Employer will not require an employee to present proof of illness or injury to qualify for paid sick leave, unless employee is on Attendance Control Program or the Employer has evidence that sick leave is being abused. To qualify for any payment, employees must report their absence to the Employer prior to or immediately following (within 30 minutes) the beginning of their regular workshift.

Section 2. Paid sick leave in the amount of seven (7) days based on a year of service for regular full-time employees shall be granted by the Employer. Paid sick leave will be credited to employees on an accrued basis of 4.66 hours for each completed month of continuous service. Employees shall be eligible to use accrued paid sick leave benefits as earned.

Section 3. Employees off the active payroll due to layoff, personal leave of absence or nonoccupational medical leave in excess of thirty (30) calendar days will not accrue paid sick leave benefits. An employee off the active payroll due to an occupational medical leave in excess of ninety (90) calendar days will not accrue paid sick leave benefits.

Section 4. Employees are eligible to claim accumulated paid sick leave for each day of absence due to bona fide illness or injury commencing with the first day of absence, in addition, employees may use two (2) hours or four (4) hours of accumulated paid sick leave for a bona fide doctor or dental appointment. To be eligible to use sick leave for doctor or dental appointments, employees must make prior notification at least one (1) day in advance to their supervisor and the employee may be required to verify his appointment. Employees absent due to occupational injury are eligible to draw paid sick leave benefits for any day or days they are not eligible for Workers' Compensation due to the three (3) day waiting period.

Section 5. One day of paid sick leave shall be defined as eight (8) hours at the employee's regular straight-time rate of pay in effect at the time used including night shift differential if the employee is regularly assigned to second or third shift, except as provided in Section 6 of this Article. Paid sick leave shall apply to regular scheduled workdays, Monday through Friday.

Employees reporting to work who are too ill to continue to work as determined by the nurse or designee are eligible to claim paid sick leave for the balance of the shift.

Section 6. (a) Paid sick leave may be accumulated up to a maximum of fifty (50) days. An employee with fifteen (15) days of accumulated paid sick leave may, at his option, request to receive payment for five (5) days of paid sick leave at the time of his next regular scheduled vacation, or take the five (5) days of accumulated paid sick leave as an additional week of vacation. Such accumulated paid sick leave used as vacation pay will be paid at the shift rate in effect for the employee at the time the vacation is taken. Employees who retire on early, normal or disability retirement will receive pay for any unused sick leave at the time of such retirement.

(b) Employees who terminate for any reason shall receive payment for all accrued unused paid sick leave.

Section 7. Upon return to work, an employee intending to claim paid sick leave must fill out and sign a "Paid Sick Leave Request" form. This form must be prepared within three (3) working days after return to work and given to the employee's immediate supervisor. Payment will be made on valid requests within two (2) payroll periods from the time the request form was submitted by the employee. Arrangements will be made by the Employer to provide payment of paid sick leave benefits to employees on prolonged medical absence prior to return to work.

Section 8. An employee with ten (10) or more days of accumulated sick leave shall be entitled to use from one to five days of such sick leave for family emergencies to include hospitalization, accident, elder or child disability care.

Section 9. Up to five (5) days accrued paid sick leave may be used as funeral leave for the death of a niece, nephew,

uncle, aunt or in conjunction with paid funeral leave for any enumerated family member.

Section 10. Any employee with accrued sick leave of seven days may cash out the excess above seven days.

Section 11. In the event of indefinite layoff, employees shall have the option of being paid for all accrued sick leave at the time of layoff or upon termination because of loss of seniority.

Section 12. In the event of pre-planned or pre-announced plant shutdowns, employees shall have the option of being paid for accrued sick leave days up to the number of days during which the plant is shutdown.

Section 13. Employees will not be required to use vacation or sick leave for their own serious health conditions that qualify for FMLA.

Section 14. Employees cannot utilize vacation days for medical leaves, exclusive of qualified FMLA or OFLA leave.

Section 15. It is agreed that any bona fide use of sick leave days will not be counted in any review of an employee's attendance record over the prior twelve (12) months from the time of the review, except when the employee has reached the first written warning. It is understood that such days that are not to be counted will have been days which have otherwise qualified by the terms of the Agreement and have been paid for by the Employer.

ARTICLE 17. - BEREAVEMENT LEAVE

An employee shall be entitled to five (5) days paid leave in the event of a death of an employee's spouse, parent, child, stepchild, sister or brother. An employee shall be entitled to three (3) days paid leave in the event of the death of an employee's stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandchild, brother/sister of spouse, son/daughter-in-law.

An employee shall be entitled to one (1) day paid-leave in the event of the death of any other member of the immediate family. Immediate family is defined as a great-grandparent, great-grandchild, step brother/sister, stepparents of spouse, and spouse's grandparent.

Paid bereavement leave only may require verification to receive pay.

An employee shall be entitled to use up to five (5) days of accrued paid sick leave for the death of a niece, nephew, uncle, aunt, or in conjunction with paid bereavement leave for any enumerated family member.

An employee shall be entitled to use four (4) hours of paid sick leave to attend the funeral of a non-family member.

Bereavement leave may be paid or taken at employee's option in addition to vacation pay when the funeral occurs during employee's scheduled vacation.

Bereavement leave may be paid or taken in addition to holiday pay when death occurs during a scheduled holiday.

ARTICLE 18. - JURY DUTY

Section 1. When an employee covered by this Agreement is called upon for jury service in any municipal, county, state, or federal court, he shall advise the Employer immediately upon receipt of such notification. If the employee is thereafter taken from his work for such service he shall be reimbursed to the extent provided herein for loss of wages resulting from performance of such service.

Section 2. The amount of jury pay shall be computed by calculating the amount of pay the employee would have received (up to a maximum of forty (40) hours straight-time in any week, or eight (8) hours straight-time in any day) had he not been called for jury duty. To receive jury duty pay, the employee shall make a written request together with supporting evidence of his jury service.

Section 3. To be entitled to such reimbursement the employee who reports for jury duty and who is excused within the normal hours of his regularly scheduled shift must report immediately to his Employer to determine if work is available to him.

Section 4. Any employee who is placed upon a jury panel shall be transferred to the day shift for the period of time for which he may be subject to call for jury duty.

Section 5. Employees serving jury duty who wish to work weekend or holiday overtime must inform Company of willingness to work no later than end of shift on the preceding Wednesday. Employees must confirm eligibility to work the overtime with the Company by 3:00 p.m. on preceding Friday.

ARTICLE 19. - MANAGEMENT RIGHTS

All management rights not expressly curtailed or surrendered by this Agreement are reserved to the Employer. The Employer's rights may not be exercised in a manner which conflicts with the expressed provisions of this Agreement. Such exercise may be made the subject of a grievance under Article 9 herein.

ARTICLE 20. - SEPARABILITY AND SAVINGS

Section 1. If an article or section of this Contract should be held invalid by operation or law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Contract or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

Section 2. In the event any article or section is held invalid or enforcement of, or compliance with, any article or section has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree within a period of sixty (60) days on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision of the Contract to the contrary.

ARTICLE 21. - SUCCESSORS

This Contract shall be binding upon both parties, their successors, and assigns, to the extent required by law.

ARTICLE 22. - SEVERANCE PAY

In the event of a plant closure the Company will provide severance benefits in the amount of two (2) weeks pay for every year of service for all employees on active payroll or laid off no more than twelve (12) months prior to Plant

Closure date.

ARTICLE 23. – NON-DISCRIMINATION

It is the continuing policy of the Employer and the Union that the provisions of the Agreement shall be applied to all persons without regard to race, color, religion, national origin, citizenship, political belief, age, sex, disability, marital status, sexual orientation, or any other status protected under applicable local, state, or federal civil rights laws and regulations.

Discrimination and harassment are unacceptable. All employees are encouraged to report discrimination and harassment of any nature without fear or retaliation. All employees should refer to the posted Company Policy for further clarification.

ARTICLE 24. - DURATION OF CONTRACT

THIS CONTRACT shall go into effect July 1, 2010, and continue in force and effect to June 28, 2013. It is further agreed and understood that on July 1, 2013, this contract shall automatically be renewed for one (1) year from such date and thereafter upon each anniversary of said date without further notice, provided that either party may terminate this Contract on any anniversary of said date by giving sixty (60) days previous notice, in writing, of intent to modify or terminate.

SIGNED this ___ of _____, 2010.

FOR THE EMPLOYER:

FOR THE UNION:

DAIMLER TRUCKS SERVICE EMPLOYEES UNION
NORTH AMERICA LLC

LOCAL #49

David Carson

Meg Niemi, President

Renato Razon

Anna Roberts

James Pickens

Tim Rotter

Wayne LaRochelle

Mike Weare

Gregory Salwin

Larry Abbiatti

Paul Erdy

Geoff Jansen

Robert Elsen

LETTER OF INTENT

JULY 2, 2007

The following sets forth the provisions of an understanding reached in recent negotiations with reference to subcontracting by the Employer. Because of the fears expressed by the Union that the Employer would subcontract work that could be performed by the Employer's employees during a period of when employees are on layoff, the following assurances are given:

It is not the intent of the Employer to subcontract work customarily performed by the Employer in the Portland plants with its own employees, during a reduction in force, or which would directly result in a reduction in force.

Additionally, employees of another employer will not perform bargaining unit work in the Portland plants which is not currently being performed or has not been performed in the past.

It should be understood that in some instances subcontracting involves considerations of production schedule, the lack of machinery and/or equipment or economic factors that will compel management to subcontract some functions. On the other hand, it is generally to the Employer's advantage to perform as much of the work with its own employees as possible.

MEMORANDUM OF UNDERSTANDING

JULY 2, 2007

PRESCRIPTION SAFETY GLASSES

The Company agrees to pay the cost, up to the maximum specified below for an employee's prescription safety glasses on an as needed basis with the following limitations and conditions:

1. Payment will be made to a maximum of \$125;
2. Payment will be made no more frequently than once every 12 months to the maximum for a complete set (frames and lens) or either replacement frames or lens;
3. Payment may not include tints, coatings, or photo-grey lens;
4. Employees shall be responsible for payment of any balance beyond the approved maximum allowable to be paid by direct invoice from authorized vendors and will be required to either pay or authorize payroll deduction for such amount prior to receipt of glasses;
5. Employees must present a photo badge to authorized vendors indicating that they are an employee of the Truck Manufacturing Plant, Parts Manufacturing Plant, or Corporate Warehouse;
6. Authorized vendors for direct invoicing are:
Crown Optical
2933 E. Burnside
Portland, OR
232-5006

Gibson Safety-Parkrose Business Center
12021 NE Sumner St.

Portland, OR 97220

Call for Vendor locations:

In Oregon 1-800-231-2464

Outside Oregon 1-800-231-6439

North Portland Optical

3246 N. Lombard

Portland, OR

285-1671

MEMORANDUM OF UNDERSTANDING
PRESCRIPTION SAFETY GLASSES (Cont.d)

7. Glasses, frames or lenses may be purchased at any other dispenser of ANSI-approved safety glasses. Employees must have their glasses checked by their Plant's Occupational Health Nurse who will forward their invoice for direct reimbursement to the employee for the maximum allowable amount.

MEMORANDUM OF UNDERSTANDING

REVISED JULY 2, 2007

FEDERAL FAMILY MEDICAL LEAVE ACT OF 1993

The parties recognize, understand and agree that the Federal Family Medical Leave Act, 107 Stat 6, 29 USC 2601, took effect on February 5, 1994, for the employer's bargaining unit employees represented by the Union. The parties agree that the provisions of the statute supersede any conflicting provisions of the Agreement as interpreted and applied by the employer. The employer's efforts to comply with its obligations under the Federal Family Medical Leave Act shall not be subject to the Grievance and Arbitration provisions of the Agreement.

LETTER OF UNDERSTANDING

JULY 2, 2007

VACATION CARRYOVER PRACTICE

Article 7, Section 5 states that vacations must be taken within the year following the anniversary date of employment. However, a long-standing practice of permitting carryover of unused vacation does exist. During the 1997 Negotiations, it was agreed that employees hired after July 1, 1997 will be required to take vacations within the year following their anniversary date of employment and such requirement will be strictly enforced.

LETTER OF UNDERSTANDING

JULY 1, 2010

ATTENDANCE CONTROL PROGRAM

Introduction This is a no fault attendance control program which considers any absence or tardy/short time on a scheduled workday as an infraction regardless of the reason, unless specifically excused by the program. Each day of absence will be counted as one infraction.

Definitions

1. **Infractions:**
 - a. Tardy – timecard punched within the first two hours of the work shift
 - b. Short Time – timecard punched within the last two hours of the work shift
 - c. Full Day Absence – absent four or more hours of the work shift

NOTE: Employees punching out prior to the last two hours of the work shift without supervisory permission will be charged with a full day absence.

Employees who fail to report to work within the first two hours of the work shift will not be permitted to work that day without management approval.

2. **Excused Absence:**
 - a. Paid sick leave (subject to First Written Warning Procedure)
 - b. Industrial accident
 - c. Subpoenaed court witness
 - d. Jury duty
 - e. Authorized personal leave of absence
 - f. Medical Leave. Such leaves will require verification and return to work clearance from a doctor.
 - g. Approved family medical leaves (OFLA & FMLA)

NOTE: Frequent absences (3 or more) or extended absences (3 months or more) for reasons e. and f. above could result in disciplinary measures.

3. **Acceptable Attendance Level:**
 - a. One day unexcused absence within 90 calendar days, or
 - b. Two tardy/short time absences within 90 calendar days.

Procedure

1. **Courtesy Verbal Warning:** The first single infraction above the acceptable attendance level will warrant a non-disciplinary courtesy verbal warning.
2. **Verbal Warning:** The first single infraction above the acceptable attendance level will warrant a verbal warning. However, a verbal warning will not be issued if a review of the prior twelve (12) month period reveals an “acceptable attendance level”. A verbal warning will be issued where the prior twelve (12) month period was found acceptable and there is a second infraction within ninety (90) calendar days. A verbal warning will be recorded.
3. **First Written Warning:** Once a verbal warning has been issued, any infraction in excess of the acceptable attendance level will warrant a written warning. Employees in ACP at the First Written Warning step and beyond are not permitted to use sick leave to excuse an absence.
4. **Second Written Warning:** Further infractions in excess of the acceptable attendance level will warrant a second written warning.
5. **Suspension.** Further infractions in excess of the acceptable attendance level will warrant a third written warning in lieu of a three day suspension.

6. Discharge: Further infractions in excess of the acceptable attendance level will be cause for discharge.

Summary

1. It is the intent of the program to advise the employee of unacceptable attendance through progressive discipline to allow the employee an opportunity to correct attendance failings before the ultimate penalty of discharge is used.
2. An employee on the Attendance Control Program who achieves a six (6) month period of acceptable attendance will have all disciplinary steps removed. To have letters removed for acceptable attendance, employees must be on the active payroll. Periods when employees are on layoff or leave of absence will not be credited as acceptable attendance.
3. Upon ratification of the 2010 collective agreement, all employees' attendance infractions and disciplinary steps will be removed.

No employee will serve more than two (2) suspensions for unacceptable attendance under the attendance control program in a sixty (60) month period. An employee who incurs a third (3rd) suspension in a sixty (60) month period will be discharged.

LETTER OF UNDERSTANDING

JULY 2, 2007

POWER BLACKOUT

The following sets forth an understanding reached in negotiations with reference to power blackouts at the Portland TMP / PMP.

The Union and the Company recognize that power blackouts beyond the control of the Company are possible during the term of the Labor Agreement.

Under these circumstances, it is the intent of the parties to meet when necessary to negotiate conditions beyond those provided for in the current C.B.A.

LETTER OF UNDERSTANDING

JULY 2, 2007

BENEFITS COMMITTEE

During the 2004 negotiations, the Employer and the Union discussed the need for ongoing dialogue involving cost containment, improvements and ways to effectively utilize the benefits programs. To accomplish that, it has been agreed that there will be established a Joint Benefits Committee (JBC).

The Committee shall be comprised of two Company representatives and one representative from each Union. They shall meet at mutually agreed upon dates and times.

LETTER OF UNDERSTANDING

PLANT CLOSURE

This will confirm that during the term of the 2010-2013 Collective Bargaining Agreement, the Company does not intend to close the Portland Truck Manufacturing Plant. It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline. Should these conditions occur, the Company will discuss such conditions with the Union.

LETTER OF UNDERSTANDING

TRUCK OPERATING SYSTEM/TOTAL PRODUCTIVE MAINTENANCE

The Company and the Union understand the importance of the Truck Operating System (TOS) and the Total Productive Maintenance (TPM) program to improving the overall quality of our product. The parties have reviewed the mutual benefit associated with manufacturing the highest quality product at the lowest cost to ensure competitiveness in the marketplace. The parties acknowledge the importance of meeting customer demands of delivery and world class quality. It was also acknowledged that TOS tools and TPM systems will support the achievement of these objectives.

This letter also documents the agreement between the Company and Union in reference to the creation and recognition of the positions of Team Leader, Continuous Improvement (CI) Facilitator, TOS Implementation Team Member, and Production Technician as described in the TOS/TPM programs.

Job postings displayed at the bulletin board within the plant cafeteria will be used to announce future openings and the selection for these positions will be determined through a Joint selection committee comprised of equal number of designated members from the Company and the Unions. Feedback on performance of job duties will be conducted on a regular schedule consistent with TOS program features. The Joint selection committee will review position disqualification and subsequent actions.

The Team Leader position will be paid a 10% premium above the top rate of their classification. The (CI) Facilitator, TOS Implementation Team Member and Production Technician positions will be paid a 5% premium above the top rate of their classification.

The parties recognize the Collective Bargaining Agreement establishes wages, benefits and condition of employment and that the TOS/TPM process will not change or modify the Agreement. The parties also recognize that not all conditions regarding the implementation of TOS/TPM can be addressed in this Letter of Understanding and therefore pledge their support for a successful implementation.

LETTER OF UNDERSTANDING

JULY 2, 2007

ENVIRONMENTAL MAINTENANCE TECHNICIAN (EMT) SERVICES

During the 2007 negotiations between the SEIU Local 49 (the union) and the Company, the Company initiated discussions regarding the current EMT business model and its limitations associated with cost, efficiency of service delivery, and importance to core manufacturing work tasks. In an effort to address these concerns the parties agree to the following.

1. EMT 1s will re-bid and positions awarded on a seniority basis. Bidding and training will be completed no later than July 1, 2008 and new positions will be assumed on that date. The tasks associated with pulling cardboard collection cages, loading pallets into hoppers, operating compactors, supplying grease sweep, and operating forklifts will be the responsibility of EMT 1s. Staffing levels are determined by the company and based on volume, but both parties commit themselves to evaluating the type and scope of work performed by the EMT 1s and will consider all opportunities to improve work processes and overall service efficiency.
2. Once movement described in 1 above has been completed, movement between EMT 1 and EMT 2 shall be in accordance with the collective bargaining agreement except that there will be no bumping into EMT 1 classification per Article 2 from July 1, 2008 to June 30, 2010.
3. Effective the first pay period following July 1, 2008 the rate of pay for the EMT 1 classification will be as stated in Table A.
4. In an effort to assist in the transition of active employees and those in an approved leave of absence (on or before June 30, 2007) to the new rates of pay, the Company will make a lump sum transition payment in the amount of 2 weeks of pay (calculated at the current hourly base pay rate), plus 2 weeks of pay for every year of service. The transition payment will be made to the affected employees in the first pay period following July 1, 2008.
5. The company will provide a one-time, lump-sum incentive payment to active employees who decide to retire of \$20,000 provided they retire by July 1, 2008.
6. Employees not eligible to retire with more than 5 years of service will be offered an opportunity to apply for a voluntary termination of employment program providing a guaranteed lump sum payment equal to \$2000 for each year of service (based on seniority date) up to a maximum of \$50,000.

To be eligible for this voluntary termination of employment program the employee must be off the payroll by July 1, 2008.

7. During the term of the collective bargaining agreement the company agrees that it will not sell the EMT services function to a third party.

TABLE A - EMT 2

Progression

Hire \$9.00

12 months \$9.50
24 months \$10.00
36 months \$11.00
48 months (Top rate for new hires) \$12.00

Active Employees, Employees on approved leave of absence and Employees on layoff on or before June 30, 2007.
\$16.00

Employees that were on layoff before June 30, 2007 that are subsequently recalled will maintain their rate of pay at the time of layoff and progress at the rate of \$1.00 every 6 months until they reach the top rate established in Table A.

Where the provisions of this letter between the parties and the intent of it generate issues unanticipated by the union and company, the parties agree to the conceptual framework and commitment to competitiveness underlying this Letter and will prevail in reaching resolution to the subject issues.

LETTER OF UNDERSTANDING

National Health Care

Under the recently passed Patient Protection and Affordable Care Act and the Health Care Education and Reconciliation Act of 2010, in the event future legislation is passed, National Health Care will change the delivery of care over time. Accordingly, if costs to the Company for providing health benefits to Bargaining Unit employees increase, including mandated benefits, the Company and Union agree to meet and jointly, develop and implement cost reduction strategies to offset cost increases for Company sponsored health care. The Company and Union will engage in discussions regarding ways for implementing such cost reductions upon mutual agreement between the parties.

Conversely, the Company and Union recognize that any cost savings will result in increased purchasing power under benefit plan provisions. If cost reductions are realized as a result of the implementation of the Patient Protection and Affordable Care Act and the Health Care and Education and Reconciliation Act of 2010, savings potential will be reviewed by the Joint Benefits Committee to jointly develop and implement strategies to improve Company sponsored health care.

APPENDIX A

EMPLOYEE AND RETIREE MEDICAL COVERAGE
AND PRESCRIPTION/ VISION/ DISABILITY/ HEARING COVERAGE

Plan modifications for active employee medical program and retiree medical program are effective January 1, 2011.

| Provision | Kaiser | Blue Cross Blue Shield In-Network | Blue Cross Blue Shield Out-of-Network |
|---------------------------|-----------------------------------|-----------------------------------|---------------------------------------|
| Deductible | None | Single - \$300 Family - \$600 | Single - \$800 Family - 1600 |
| Coinsurance | 100% plan | 90% / 10% | 70% / 30% |
| Out of Pocket Max | Single - \$600 Family - \$1200 | Single - \$600 Family - \$1200 | Single - \$1500 Family - \$3000 |
| Copayments: | | | |
| Office Visit | \$30 | \$30 | 70% after deductible |
| ER Visit | \$100 | \$100 | 70% after deductible |
| Routine Physical | 100% | 100% | Not covered |
| Immunizations | 100% | 100% | Not covered |
| Mammogram | 100% | 100% | 70% |
| Hospital | 100% | 90% | 70% |
| Doctor/Surgeon/Anesthesia | | 100% | 90% 70% |
| Urgent Care | \$30 | 90% | 70% |
| Facility Services | | \$30 | 90% 70% |
| X-Ray/Lab at Facility | 100% | 100% | 70% |
| X-Ray/Lab at Hospital | 100% | 90% | 70% |

| | | | |
|--|-------------|------|-----|
| Delivery | 100% | 90% | 70% |
| Prenatal Office Visits | 100% | 100% | 70% |
| Nursing Facility | 100% | 90% | 70% |
| Home Health Service | 100% | 100% | 70% |
| Mental Health / Substance Abuse - Inpatient | 100% | 90% | 70% |
| Mental Health / Substance Abuse - Outpatient | \$30 | \$30 | 70% |
| Chiropractic Services | Not covered | \$30 | 70% |

| | | |
|-----------------------|----------------|-----------------------|
| Prescription Drugs | Medco | Medco |
| In-Network | Out-of-Network | |
| Generic | \$10 | Generic \$10 |
| Formulary | \$20 | Formulary \$20 |
| Non-Formulary | \$40 | Non-Formulary \$40 |
| Generic by Mail | \$20 | Not Available by Mail |
| Brand by Mail | \$40 | |
| Non-Formulary by Mail | \$80 | |

Vision Coverage Employee/Retiree and
Dependent Kaiser VSP

Examination - Optometrist, Ophthalmologist
Cover in Full
(with \$15 co-pay)

Cover in Full
(with \$25 co-pay)

| | | |
|-----------------|-------------|-------------------|
| Lens | | |
| Single-vision | (\$250 | \$75.00 per year |
| Bifocal | Allowable | \$100.00 per year |
| Trifocal | for lenses, | \$125.00 per year |
| Lenticular | frames or | \$150.00 per year |
| Frames Contacts | \$75 per | 24 months |
| Contacts | per year) | |
| | Regular | \$215 per year |
| | Medically | |
| | Necessary | \$250 per year |

Hearing Aid Effective January 1, 1998: non-investigational or non-experimental services prescribed by licensed physician or licensed audiologist. Claims paid at 80%. Limit \$800/any three (3) year period.

Weekly Disability
Employee Only Regence
Short-Term Disability

Begins, Accident

1st Day

Begins, Illness 4th Day

Weekly Benefits \$300- 1st Four Weeks

\$350- Next 22 Weeks

APPENDIX B ATTENDANCE

DAILY ABSENCE

EMPLOYEE REPORTING REQUIREMENTS

Each day of absence must be reported using the TIPS call-in system.
(Wallet sized cards are available in Payroll)

TMP Employees: 503.745.5553- 1-800-238-5232

The system will not accept or record your absence if you do not call before or within 30 minutes after shift start. Your failure to call within this time will be considered an unreported absence.

MEDICAL LEAVE OF ABSENCE (INITIAL)

EMPLOYEE REPORTING REQUIREMENTS

If an absence due to personal illness or injury extends to 3 days, you must personally contact the nurse at the plant in which you work.

TMP Employees: 503.745.7130
503.745.7138

This personal contact must be made prior to the end of your shift on or before the third workday to request a medical leave of absence and to provide proof of disability.

Only employees who are hospitalized, bedridden, or immobilized will be allowed to provide proof of disability at the first opportunity beyond the third day. Medical documentation must specify the cause of inability to provide documentation by the end of the third day.

Medical documentation may be faxed to:

TMP Employees: 503.745.6243

DISCIPLINE

In all instances, it is the employee's responsibility to personally make the required call and to ensure that medical documentation is provided as required.

Failure to follow each of these reporting requirements the first time will result in a Warning Letter. A second failure to report as required will result in a second Warning Letter. A third failure to report as required will result in discharge.

To maintain your medical leave status you must personally contact the nurse at least once each work week and provide proof of continuing disability by the end of your shift upon expiration of your current proof of disability. Weekly contact may be waived in writing.

As an example, your disability slip states, "off work (or disabled) from 1/10 through 1/15". You are expected to return to work on 1/16 or provide proof of continuing disability by the end of your shift on 1/16.

TMP Employees: 503.745.7130

503.745.7138

Fax: 503.745.6243

EMPLOYEE REPORTING REQUIREMENTS

Failure to return to work or provide proof of continuing disability as required will remove you from medical leave status and require you to follow the Daily Absence reporting requirements.

FAMILY LEAVE

OREGON FAMILY LEAVE ACT (OFLA)
AND FAMILY MEDICAL LEAVE ACT (FMLA)

EMPLOYEE REPORTING REQUIREMENTS

An employee requiring family leave must inform the 3rd party administrator with a 30-day notice for foreseeable FMLA requests. All unused and accrued vacation and sick pay must be used in conjunction with FMLA except for an employee's own serious health condition that qualifies for FMLA. Any short term disability is automatically designated as FMLA time. For OFLA sick child leave call TMP Human Resource Management at 503-745-7072.

MEDICAL VERIFICATION

- For Sick Child Leave medical verification is required after the third day leave is

taken for this purpose (not sequential and may be a different child) in any calendar year.

- For a Serious Health Condition for you or any eligible close family member, medical verification of the condition requiring the leave is required within 15 days of the Company's written request. A form of "Certification of Health Care Provider" will be provided to you for the purpose of obtaining that verification, if you have not previously provided satisfactory medical verification.

A serious health condition is defined as:

In patient care

Critical illness or injury diagnosed as terminal or which poses an imminent danger of death

Conditions requiring constant or continuing care

Permanent or long-term incapacity due to a condition for which treatment may not be effective (such as Alzheimer's disease, severe stroke, or terminal stages of disease)

Absence for pregnancy related disability

Absence for prenatal care

Multiple treatments for conditions that if not treated would likely result in incapacity of more than three days

- ☒ For parental leave due to a newborn, newly adopted or newly placed foster child. Parental leave must be taken in one continuous block of time. Documentation to support the leave must be provided within 5 days of the request.

ELIGIBILITY

The eligibility requirements of OFLA and FMLA are different:

OFLA

Employees are eligible for OFLA if they have been employed for 180 days preceding the start of leave and, during the period of such employment they have averaged 25 hours of work per week.

FMLA

Employees are eligible for FMLA if they have been employed for 12 months preceding the leave and have worked a total of 1250 hours within that 12- month period.

DISCIPLINE

An employee who fails to provide the required notice and/or medical verification in the times required under this policy, will receive a written Warning Letter. An employee who fails to provide the required notes and/or medical verification in the time required by this policy a second time will receive a second Warning Letter. Any employee who violates this verification process after two written warnings will be discharged.

APPENDIX C
HOLIDAYS BY CONTRACT YEAR

2010

Independence Day Monday, July 5, 2010
Labor Day Monday, September 6, 2010
Veteran's Day Thursday, November 11, 2010
Thanksgiving Day Thursday, November 25, 2010
Day After Thanksgiving Friday, November 26, 2010
Christmas Friday, December 24, 2010
Christmas Monday, December 27, 2010
Christmas Tuesday, December 28, 2010
Christmas Wednesday, December 29, 2010
Christmas Thursday, December 30, 2010
Christmas Friday, December 31, 2010

2011

New Years Day Monday, January 3, 2011
Good Friday Friday, April 22, 2011
Memorial Day Monday, May 30, 2011
Independence Day Monday, July 4, 2011
Labor Day Monday, September 5, 2011
Veteran's Day Friday, November 11, 2011
Thanksgiving Day Thursday, November 24, 2011
Day After Thanksgiving Friday, November 25, 2011
Christmas Friday, December 23, 2011
Christmas Monday, December 26, 2011
Christmas Tuesday, December 27, 2011
Christmas Wednesday, December 28, 2011
Christmas Thursday, December 29, 2011
Christmas Friday, December 30, 2011

2012

New Years Day Monday, January 2, 2012

Good Friday Friday, April 6, 2012
Memorial Day Monday, May 28, 2012
Independence Day Wednesday, July 4, 2012
Labor Day Monday, September 3, 2012
Veteran's Day Monday, November 12, 2012
Thanksgiving Day Thursday, November 22, 2012
Day After Thanksgiving Friday, November 23, 2012
Christmas Monday, December 24, 2012
Christmas Tuesday, December 25, 2012
Christmas Wednesday, December 26, 2012
Christmas Thursday, December 27, 2012
Christmas Friday, December 28, 2012
Christmas Monday, December 31, 2012

2013

New Years Day Tuesday, January 1, 2013
Good Friday Friday, March 29, 2013
Memorial Day Monday, May 27, 2013

PHONE NUMBERS

Daily Absence Reporting (TIPS) Line
800-238-5232/ 503-745-5553
In Plant Emergency Number 5-5911
In Plant Security 5-7131
Weather Emergency Hot Line 800-874-7968
Nurses Station 503-745-7130/ 503-745-7138
Nurses Station Fax 503-745-6243

FMLA/ OFLA Request (Sedgwick) 866-530-2280
OFLA Sick Child Request (HR Dept.) 503-745-7072
Workers Comp Administrator (Sedgwick) 866-530-2280
SEIU Local 49 503-236-4949
Human Resources Dept. 503-745-7115
Human Resources Dept. Fax 503-745-7487
Safety Committee Chair 503-745-5125
DTNA Benefit Service Center 800-605-6031
DTNA Employee Assistance Program 800-554-6931

United Way Help Line 503-222-5555 (or phone 211)
SEIU National Industry Pension Fund 800-458-1010

