

Oregon Trucking

WORKING AGREEMENT

between

WEYERHAEUSER COMPANY
Western Timberlands



Weyerhaeuser

and the

WOODWORKERS W-246
International Association of Machinists
and Aerospace Workers

Affiliated with American Federation of Labor



June 1, 2022 – May 31, 2026

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AGREEMENT

This Agreement is entered into this 1st day of June 2022, by WEYERHAEUSER COMPANY, Eugene, Oregon (hereinafter referred to as the "Company" or "Employer") and LOCAL LODGE NO. W-246, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, (hereinafter referred to as the "Union") on behalf of the employees as hereinafter defined.

ARTICLE 1 – RECOGNITION

The Company recognizes the Union as the exclusive bargaining agent for all persons employed as truck drivers and maintenance employees of the Employer's trucking facility located at Goshen, Oregon, excluding office and clerical employees, fire crew employees, guards and supervisors as defined in the Act. All persons who are part of the bargaining unit will hereinafter be referred to as "employees."

ARTICLE 2 – UNION SECURITY

1. All employees on and after thirty (30) days of employment or thirty (30) days after execution of this Agreement, whichever occurs later, shall keep paid all regular initiation fees and regular dues as set by the Union, as a condition of employment.
2. Any employee, as herein provided, and/or any Union member employee failing to pay regular dues for a period of three (3) months shall be discharged by the Company immediately upon receiving notice from the Union in writing, stating the employee's status in the Union.
3. In the event the discharge of the employee for the purpose set forth in paragraph 2 is ultimately found to be unlawful, the Union will hold the employer harmless.

ARTICLE 3 – MANAGEMENT RIGHTS

The Company retains all the customary, usual and exclusive rights, decision making, functions and authority connected with or in any way incident to its responsibility to manage the enterprise or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement and those granted by law, and the Company retains all prerogatives, functions and rights not specifically limited by the terms of this Agreement.

ARTICLE 4 – PLANT COMMITTEE

The Union shall elect and maintain a committee known as the Standing Committee, which will be authorized by the Union to represent and act for employees in all matters affecting wages, hours, and working conditions. membership of the Standing Committee shall consist of not more than five (5) employees, all of whom must have been employed in Company's operations for not less than sixty (60) days preceding their election.

ARTICLE 5 – WAGES

1. The Company shall post its existing wage scales for all job classifications in its operation, or at its option shall mail a list of such wage scales to the Local Union.
2. The shift differential for swing or second shift shall be one dollar (\$1.00) per hour and the graveyard differential shall be one dollar (\$1.00) per hour.
3. Final pay for voluntary quits or involuntary terminations is payable on the next regular payday.
4. In the event an employee has a dispute over wages at the time of separation, an attempt to resolve that dispute must be made through the grievance procedure of this Agreement.
5. Employees shall be paid on a bi-weekly schedule, with paychecks being distributed every other Friday. An itemized accounting of hours worked, wages earned, and deductions made shall be included with each paycheck.
6. **June 1, 2022, a five and a half percent (5.5%) per hour general wage increase** shall be applied to all job classifications, to be implemented Monday, June 1, 2022.
7. **June 1, 2023, a three percent (3%) per hour general wage increase** shall be applied to all job classifications, to be implemented Monday, May 29, 2023.
8. **June 1, 2024, a three percent (3%) per hour general wage increase** shall be applied to all job classifications, to be implemented Monday, June 3, 2024.
9. **June 1, 2025, a two and a half percent (2.5%) per hour general wage increase** shall be applied to all job classifications, to be implemented Monday, June 2, 2025.
10. The subject of general wage adjustments is closed until June 1,

2026. Nothing herein shall bar negotiations during the contract term concerning rates of pay for jobs newly established or substantially changed during the contract term as provided under the terms of the existing agreement.

11. Temporary summer students may be hired to work from May 15 through September 15. These temporary summer students are not covered by the seniority, holiday, vacation, health and welfare, bereavement leave, jury duty, and pension articles in this collective bargaining agreement.
12. Where allowable by state law, employees must receive pay through direct deposit (at no cost to the employee), or through an alternative paperless method (e.g., pay card) as offered at the sole discretion of the Company/Weyerhaeuser.

ARTICLE 6 – HOLIDAYS

1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve shall be recognized as paid holidays for qualified employees.

In addition, there shall be two (2) floating holidays to be applied as follows:

One will be designated by management by March 1st of each year to qualified employees. In the absence of such designation, the holiday will be an individual floating holiday. The Company will not schedule the floating holiday during weeks when the Company has scheduled vacation.

One will be an individual floating holiday. It shall be the employee's responsibility to give the Supervisor adequate advance notice. Employees must receive approval prior to taking the requested floating holiday. Management will approve floating holiday requests subject to operational needs.

Eligible employees may receive pay in-lieu of time off for their floating holiday(s) if they make written application.

- a. When a holiday falls on Saturday, the previous Friday shall be recognized as the holiday.
- b. When a holiday falls on Sunday, the following Monday shall be recognized as the holiday.
- c. Each holiday shall commence at 12:01 a.m. and end at 12:00

midnight, but the last regularly scheduled shift commencing prior thereto shall be completed at non-holiday rates of pay.

- d. When a holiday falls within a week the Company has designated for vacation, employees will be permitted to take a day off during a one hundred twenty (120) day period after the holiday. Pay for the holiday will continue as is currently provided and the day off will be without pay. Scheduling the day off will be by mutual agreement so as not to disrupt operations.
2. Holiday pay for the qualified employee shall be computed at the regular job rate of pay (including shift differential, where applicable), for the regular straight-time work schedule for the day. Qualified employees will receive holiday pay for the hours scheduled in their regular work schedule if the holiday falls on the employee's workday. If the holiday falls on a day the qualified employee is not scheduled to work, they will receive eight (8) hours of straight time pay.
3. All work performed on a paid holiday shall be paid for at one and one-half times the applicable straight time rate of pay in addition to the holiday rates set forth in paragraph 6.2.
4. An employee is qualified for holiday pay (1) if they have at least thirty (30) days seniority prior to the holiday; and (2) works their last regularly scheduled workday before the paid holiday; and (3) the employee returns to work on their next scheduled shift after the paid holiday. Protected leave (e.g. FMLA, OFLA, OR Sick Leave, etc.) when taken the day before or after the holiday shall not be considered a regular scheduled day for holiday pay qualification. Failure to return after the holiday will be waived if the holiday occurred during the last calendar month of employment of an employee retiring under the provisions of the employer's negotiated retirement plan and they could not return after the holiday because of their retirement. No payment will be made for any holiday that occurs in any month after an employee's retirement date.
5. The second and third qualifications outlined in 6.4 above shall not be required in the following instances:
 - a. When an employee is absent because of an accident or illness other than industrial accident or illness occupational disease and has at least thirty-one (31) calendar days seniority, they shall be qualified for holiday pay for the paid holidays which occur during the first thirty (30) calendar days following the

commencement of such accident or illness resulting in such absence. Written proof of such accident or illness may be required by the employer. Such holiday pay shall be paid on the regular payday for the period in which the holiday occurs.

- b. When an employee is absent because of an industrial accident or occupational disease and has at least thirty-one (31) calendar days seniority, they shall be qualified for holiday pay for the paid holidays which occur during the first six months of absence following the first compensable date of the disability or illness resulting in such absence. Written proof of such industrial accident or occupational disease may be required by the employer. Such holiday pay shall be paid on the regular payday for the period in which the holiday occurs.
- c. When an otherwise qualified employee is absent due to lay off because of lack of work, they shall be qualified for holiday pay for the paid holidays which occur during the first thirty (30) calendar days of such layoff provided the employee returns to work upon the termination of such layoff.
- d. When an otherwise qualified employee fails to work said day before the paid holiday because they are on leave of absence of not to exceed thirty (30) days duration, specifically authorized by the employer (including temporary leave of absence for Armed Forces or National Guard service), and returns to work in accordance with the terms of such leave of absence, the affected employee's last scheduled workday before leaving on such authorized leave of absence shall be considered as synonymous with said day before the paid holiday.
- e. Otherwise qualified employees on leave of absence for Union business shall be qualified for holiday pay for the paid holidays which occur during the first thirty (30) calendar days of such leave of absence provided the employee returns to work upon the termination of such leave of absence.
- f. If an otherwise qualified employee is specifically excused by their supervisor from reporting for work by verbal excuse, if for three (3) days or less, either the supervisor or the affected employee shall notify the employer's time office within five (5) days from the time excused absence was verbally granted, that such verbal excuse has been granted. Excused absences for a period in excess of three (3) days must be in writing.

6. No employee shall be required to work on holidays without the employee's consent; unless employee is hired with the understanding that work on holidays will be a part of their regularly scheduled work week.
7. No time lost on holidays shall be worked on Saturdays at straight time.

ARTICLE 7 – VACATIONS

1. Each employee shall be granted Vacation Benefits subject to the provisions of this Article.
2. Definitions
 - a. Vacation Base Year – a twelve (12) month period commencing on June 1 and ending on the following May 31.
 - b. Vacation Benefits – that amount of vacation time off and vacation pay for which an employee qualifies, based upon vacation credit years. Vacation benefits shall be established as of May 31 of each vacation base year and shall be applied during the following vacation base year, except as modified in D. below (vacation benefits for new employees and employees terminating prior to May 31).
 - c. Continuous Employment – employment with the Company and its predecessors uninterrupted by voluntary termination by the employee, retirement, or discharge unless a discharged employee is reinstated within thirty (30) days.
 - d. Vacation Credit Years
 - i. Each employee shall receive one (1) year of vacation credit for each full year of continuous employment commencing on June 1 and ending on the next following May 31, both dates inclusive.
 - ii. Any employee hired after June 1 of any year who remains in the continuous employ of the Company through the following May 31 and has at least ninety (90) days' service shall be credited with one (1) year of vacation credit.
 - e. Vacation Time Off
 - i. Weeks One, Three, and Five – seven (7) consecutive days of vacation commencing on the first day of the employee's regular scheduled work week (unless otherwise modified per H. 1. below)

- ii. Weeks Two and Four – seven (7) consecutive days of vacation as outlined in 6.a.; or may be taken as Day-at-a-Time vacation (DATV).
- f. Vacation Pay – the hours of pay to which an employee is entitled during vacation time off as defined in 6. a. and b. above.
 - i. For those not electing lump sum payout of their vacation pay in June each year (as set forth in G below), the vacation pay for DATV will be paid in the pay period in which each vacation day is taken.

3. Vacation Benefits for Employees on the Payroll May 31

- a. An employee on the payroll on the May 31 that concludes a vacation base year shall receive vacation time off and vacation pay in accordance with the following table:

Vacation Credit Years	Vacation Time Off	Vacation Pay
Less than 5	2 weeks	80 hours
5 through 11	3 weeks	120 hours
12 through 18	4 weeks	160 hours
19 or more	5 weeks	200 hours

Employees with twenty (20) or more vacation credit years as of May 31, 2026, will also receive, each vacation year, an additional gross payment equivalent to forty (40) hours of vacation pay.

- 4. Vacation benefits for new employees and employees terminating prior to May 31:
 - a. New hires will be eligible for a prorated portion of Vacation Pay and Vacation Time Off, based on their date of hire with the Company and the balance of that vacation year ending May 31.
 - b. An employee in the employ of the Company on any June 1 who leaves before the following May 31 because of 1) retirement under the Company's negotiated retirement plan, or 2) death, or 3) entering active duty in the United State Armed Forces (during periods when there is compulsory military service), or 4) separation from employment through no fault of his/her own (not including discharges and voluntary quits) shall receive vacation pay for their unused earned, as well as a prorated portion of any accrued vacation for the following vacation year, in accordance with C. above.

- c. An employee who leaves the employ of the Company prior to May 31, and who does not qualify under the provisions of D. 2. above, shall receive no vacation benefit.
- 5. Vacation benefit for returning employees or employees absent due to compensable illness or injury:

An employee returning to the employ of the Company during a vacation base year for the following reasons shall receive prorated vacation pay in accordance with C above:

- a. absence due to active duty in the United States Armed Forces (during periods when there is compulsory military service); or,
 - b. absence due to compensable industrial illness or injury which occurred in the course of employment with the employer.=
6. Vacation Rate of Pay
- The rate of pay for vacation pay purposes shall be computed as follows:
- a. For terminating employees, that portion of vacation benefit earned under Section D. above (for vacation pay based upon compensable hours accumulated during the same vacation base year in which the employee terminates) – the hourly employee’s regular job classification straight time rate in effect on the date of termination.
 - b. All vacation rates of pay shall include any applicable shift differential for employees regularly assigned to a swing or graveyard shift.
7. Time and Method of Vacation Payment

Vacation payments shall be made as a lump sum payable with regular pay for the first full bi-weekly pay period following the June 1 contract anniversary date, at the employee’s regular job classification straight time rate in effect at that time, unless he/she elects by April 1 that vacation be paid when taken. In that event, it will be included with regular pay for the bi-weekly pay period in which the vacation is taken, at the employee’s regular job classification straight time rate in effect at that time.

8. Vacation Scheduling

In scheduling vacation periods, the following provisions shall apply:

- a. The Company may elect to close down the entire operation; or stagger closures by departments or shifts; or classify a week(s)

as a Day-at-a-Time option (for the first, and third vacation weeks); stagger vacation periods individually (all five vacation weeks); or any combination thereof, and must notify the employees and the Local Union of the choice by April 1, and on request, discuss the method with the Local Union by or before June 1. Should the Company elect to close all or any part of an operation, such election must be communicated to the Union and affected employees not less than thirty (30) days prior to such closure.

- b. If the Company elects to close the operation for the first and/or third weeks, such closure may be scheduled at any time during the vacation base year.
 - c. If the Company elects to stagger vacation periods individually, the employees will be given preference by seniority, insofar as is practical with the operating needs of the operation, on requests submitted in writing prior to April 1 for all vacation weeks. Requests for Day-at-a-Time vacation days will be considered on a first come, first served basis.
 - d. Each employee must take vacation time off for the first and second weeks, and for the third week if a close down is elected by the Company.
 - e. When the Company elects to stagger the third vacation week, affected employees may elect to take pay in lieu of time off. Qualifying employees may elect pay in lieu of the fourth and fifth weeks in any event.
 - f. When a paid holiday falls within a vacation period, no extra day of vacation will be taken, but no reduction in vacation pay shall be made because of holiday pay.
 - g. In cases of breakdown or other emergency, the notices referred to above may be shortened by agreement between the Local Union and the Company.
 - h. Vacation requests must be approved by the Company.
9. No Duplication of Benefits
- There will be no pyramiding or duplication of vacation benefits under this Article.

ARTICLE 8 – LEAVE OF ABSENCE

- 1. Leave of absence of up to thirty (30) days without pay may be granted within the discretion of the Company.

2. Requests for a leave of absence must be in writing specifying the reasons and the dates for the leave of absence. Leave will not be approved for an employee for the purpose of accepting employment outside the service of the Company.
3. An employee must return to work the first working day immediately following the last day of a leave of absence.
4. Each leave of absence granted by the Company will be on a case-by-case basis. No decision to grant or deny a leave of absence will be subject to review under the grievance procedure or be used as a precedent for other leave of absence requests in any way.
5. Any employee selected to a permanent union position necessitating a leave of absence, shall be granted a leave of absence by the Employer provided sufficient advance notice is given so that their work may be properly cared for. The duration of such leave of absence will be limited to four (4) years. Extensions of up to four (4) years shall be granted upon request by the affected employee for as long as the employee fills the permanent union position. Employees absent pursuant to such leaves of absence shall retain all seniority rights. All such leaves of absence shall be granted in writing by the Company and a copy of the letter granting such leave shall be filed with the Union and the Employee.
6. Any employee enlisting, conscripted, or inducted into military or naval service of the United States shall retain seniority rights in conformity with federal law.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

1. Disciplinary action may include any of the following:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Discharge.

Disciplinary action may be imposed upon any employee without notice, in a manner not necessarily in progressive order as specified above, or otherwise, for failing to fulfill his/her responsibilities as an employee.

2. Grievances. Any grievance arising in connection with disciplinary action shall be subject to the procedures established and set forth in Article 10 of this Agreement.
3. An employee will be considered on disciplinary probation for a

period of twenty-four (24) months (active employment) from the date of the most recent disciplinary occurrence. Should the employee exceed this threshold without any further discipline, the employee will be reduced one step from the current level in the progressive disciplinary process. Subsequent twelve (12) month periods (active employment) without discipline will result in another reduced step in the disciplinary process, and so on to allow employees the opportunity to ultimately clean up their record for progression purposes. The discipline will remain in the employees' file, but only for historical purposes.

ARTICLE 10 – GRIEVANCE PROCEDURE

1. The grievance and arbitration procedures provided for herein shall constitute the sole and exclusive method of adjusting all complaints or disputes which the Union or employees may have concerning the interpretation or application of this Agreement. A party who has filed a grievance may withdraw it without prejudice at any stage of the grievance procedure prior to commencement of a hearing before an arbitrator.
2. "Grievance" as used for purposes of this Article is limited to matters that involve an alleged violation of a specific provision of this Agreement which has not otherwise been excluded from the grievance procedure.

It is the intent of this grievance procedure to settle all disputes or complaints at the point of origin. In the event that such complaint or dispute arises during the life of this Agreement, it shall be handled in the following manner:

Step 1:

The employee(s) (with or without their shop steward) shall present the grievance to his/her immediate supervisor within five (5) days of the date and time of the occurrence of the event giving rise to the grievance or five (5) days from the date and time such event should have been known or it shall be deemed waived. Suspension and discharge grievances must be presented within three (3) working days or they shall be deemed waived and shall not be made the subject of a grievance or dispute. If the issue is not resolved within three (3) working days after the grievance is so presented, it shall be reduced to writing, stating the clause or agreement violated and the desired remedy, and signed by the employee(s) and the supervisor; for submission to Step 2.

Step 2:

Such written grievance shall be presented to the appropriate manager within three (3) days of the date when reduced to writing and signed by the parties and will be taken up by the Standing Committee at its next regular meeting. If the Standing Committee is unable to resolve the grievance, then the issue shall be submitted to Step 3.

Step 3:

The Standing Committee shall, within fifteen (15) days after its presentation in writing to the appropriate manager take up the grievance with the general management or its representative(s). The general management or its representative(s) shall give a written answer within five (5) days from the date of the last meeting at this step, or it may be assumed that the Employer has granted the grievance.

3. If no settlement is reached in Step 3 above and the Standing Committee desires to pursue the matter further, it may refer the grievance to arbitration as provided for below. If such grievance is not referred to arbitration with ten (10) days of the written answer provided for in Step 3, the grievance shall be considered settled on the basis of the final decision rendered to the aggrieved party.
4. Unless indicated otherwise, all time limits referred to in this Article are in calendar days and must be strictly adhered to but may be waived by mutual agreement in writing. It is the intent of the parties that all procedures set forth herein shall be complied with as expeditiously as practicable.
5. There shall be a permanent panel of seven (7) arbitrators pre-selected and agreed upon by the Union and the Employer which shall constitute the permanent panel who shall hear and decide all disputes arising under this Agreement. Arbitration shall be conducted by a single arbitrator selected by mutual agreement or in rotation from said panel.
6. The functions of the arbitrator shall be to interpret and apply the Agreement, and he/she shall have no power to add to or subtract from or modify any terms of the Agreement. Any decision by the arbitrator shall be final and binding upon the parties concerned.
7. Unless otherwise agreed to in writing, the arbitration shall be convened and the matter in dispute shall be heard as soon as practicable but no later than twenty (20) days after the arbitrator has been selected unless the parties agree to extend such time limit.

8. Unless the parties mutually agree to a bench decision, the arbitrator will be required to reduce his/her award to writing within thirty (30) days after the close of the hearing and shall state the reasons for reaching that award.
9. In all matters submitted to arbitration, each party to said arbitration shall bear the entire cost and expense of its own witnesses and representatives. The expenses of the arbitrator and all other expenses of the arbitration other than those incurred by each party in the presentation of its own case shall be borne equally by the parties involved.
10. Failure by either party to process or initiate a grievance according to the time limits herein provided, including mutually agreed to extension periods, shall be deemed to constitute a grievance waiver by the Union or an automatic granting of the grievance by the Employer. Such waiver by the Union, or granting by the Employer, shall not constitute a binding precedent upon the parties in the event of a recurrence of a similar situation.
11. While any grievance or complaint other than suspension or discharge is being considered under the grievance procedure herein provided for, the employee or employees involved shall continue to work under the conditions that existed at the time of the event giving rise to the grievance. In all such cases, other than suspension or discharge, the employee or employees involved shall continue to have all the rights and privileges provided for by this Agreement. Any suspension or discharge shall automatically go to Step 2 of this procedure.
12. It is mutually understood and agreed that employees, Shop Stewards and Plant Committee members shall wait until breaks, lunch periods or before or after shift to discuss labor problems.
13. Strikes and Lockouts
 - a. During the life of this Agreement, the Union agrees that there shall be no strike, and the Company agrees that there shall be no lockout because of a dispute arising under this Agreement.
 - b. The Union agrees that it will not recognize any jurisdictional strike or picket line.
 - c. At no time shall the Union employees be required to act as strike breakers or cross lawful, primary picket lines. Employees whose work is essential to a plant protection during a shutdown shall stay on the job until such a time as the plant is secure but no

longer than the end of their shift.

- d. No employee shall be disciplined because of the exercise of their right to recognize a lawful, primary picket line (recognized or sanctioned by the Union, if asked for by the Union).

ARTICLE 11 – SENIORITY

1. The Company and the Union recognize the principle of seniority, both in curtailments and in promotions and the policies and practices to be followed in applying seniority rights shall be in accordance with the provisions of this Article. If at any time an employee feels that they have been unfairly treated in the application of these provisions, they shall have the right to present their case for determination as a grievance under the grievance procedure of this agreement.
2. The Company and the Union recognize the following departments under the Oregon Trucking Agreement:
 - Maintenance
 - Trucks

Effective with the 7/6/09 memorandum of agreement, drivers will be dispatched by OR central dispatchers to meet business and operational needs. Dispatching and operations needs will be differential by area (Griggs and Goshen) and drivers/trucks will not have rights to other areas other than noted in 11.7 Item d.

3. For the purpose of this Agreement, the parties agree to the following definitions of seniority:
 - a. Classification seniority means the length of time an employee has held their current job classification since their last permanent change of jobs.
 - b. Department seniority means the length of time an employee has been continuously assigned to their current department since their last permanent change of departments.
 - c. Division seniority means the length of time the employee has been continuously employed by the Oregon Trucking Division.
 - d. Company seniority means the length of time the employee has been continuously employed by the Company.
4. In filling vacancies or new jobs, the Company agrees to recognize department seniority, subject to qualification and ability to do the job for employees who are employed in the department where the vacancy or vacancies occur. In the event there are no qualified

applicants in the department, the Company agrees to recognize Division seniority, subject to qualification and ability to do the job. If there are no qualified applicants within the Division, the Company may fill the position at its discretion.

5. The Company may fill temporary vacancies for a period of up to fourteen (14) working days without posting such vacancies. If circumstances are such that it is deemed necessary to extend such temporary period, it may be extended for such a length of time as may be agreed upon by the Union and Company.
6. The Company will post all job vacancies on the bulletin board for a period of three (3) working days. The posting shall state the job classification, shift, and rate of pay. Employees desiring the vacant job shall place their name on the posting. The qualified employee selected shall be allowed a reasonable trial period not to exceed thirty (30) days. If, during the trial period, the employee is not satisfied with the job, or the Company determines that work performance is unsatisfactory, the employee shall return to their former job with no loss of seniority.
7. In the event it becomes necessary to reduce the work force, the following will be in effect:
 - a. Employees laid off will be the person or persons with the least department seniority within the department in which curtailment is made. It is recognized that in the application of this rule, exceptions may be made where considerations of qualifications are required to ensure operating efficiencies.
 - b. Employees laid off who have exhausted their department seniority shall, after thirty (30) working days, be entitled to exercise their division seniority on jobs in other departments held by employees with less division seniority, subject to qualifications and ability to do the job. When their former job is open, they shall be returned to it.
 - c. A displaced driver may exercise job classification seniority after one (1) day of layoff following the day a truck breakdown becomes known.
 - d. Trucks will remain at their assigned location, but drivers will be allowed to bump between Griggs and Goshen locations for scheduled shutdowns of more than two (2) days by seniority. Drive time between locations (to and from truck) will be on the employee's own time and transportation.

8. When openings occur, those employees who are laid off shall be recalled in order of their division seniority, subject to qualifications and ability to do the job that is available. The determination of qualifications and ability shall be the responsibility of the Company.
9. It is the responsibility of employees to notify both Company and the Union of their current address and telephone number and of any future contact information changes.
 - a. In the event of a layoff of thirty (30) or more days duration:
 - b. If the Company is unable to contact a laid off employee to report for work, a notice by certified mail shall be sent to the last address in the Company's records and the employee shall have seven calendar days from the date mailed, to report for work or make satisfactory arrangements to return to work but must inform the Company of their intentions at time of receipt of notice.
 - c. In the event of a layoff of fewer than thirty (30) day's duration: A laid off employee must report to work as directed or make satisfactory arrangements to return to work.
 - d. Any employee who does not respond as outlined in a. or b. above, loses all recall rights.
10. Seniority and the employment relationship shall be terminated when an employee:
 - a. Quits,
 - b. Is discharged for cause,
 - c. Is laid off for a period of twenty-four (24) consecutive months,
 - d. Fails to report for work after having been recalled in accordance with 11.9 above,
 - e. Does not report for work at the termination of an authorized leave of absence,
 - f. Retires.
11. Seniority list shall be kept by the Company and shall be furnished to the Union upon request.
12. Training
 - a. Employees (existing or new) who wish to become log truck drivers will need to attend a certified training school on their own time and expense. Once they earn the CDL the Company

will pay 100% of the cost of the training, DOT medical physicals, if seen by company approved medical provider, will be paid in full by the Company. For new employees, the cost of CDL training and DOT physical will be reimbursed after successful completion of the new hire probationary period.

- b. The employee will be required to sign individual agreements that stipulate payback provisions as follows:
 - i. 100% payback if the employee leaves prior to becoming a truck driver or refuses to take the next truck driver opening in his/her particular camp.
 - ii. A pro-rated payback will be required if the employee becomes a truck driver and leaves the Company prior to completing four (4) years as a truck driver at a rate equal to 25% per year as a driver.

13. DOT Physicals

- a. The cost of DOT physicals shall be reimbursed to employees as follows:
 - i. If provided by a Company designated doctor, paid in full
 - ii. If provided by a doctor of the employee's choice up to \$100.00 reimbursement.

ARTICLE 12 – JURY DUTY

- 1. Any regular employee who is required to perform jury duty including Grand Jury Duty, will be entitled to reimbursement at the straight time hourly rate of their regular job including shift differential if assigned to a swing or graveyard shift, for the hours necessarily lost as a result of serving on the jury; provided, however, that such reimbursement should not exceed the time lost from the employee's regular shift schedule.
- 2. If an employee performs jury duty on a working day and such jury duty continues past noon of said day, the employee does not have to return to work that day if they are on the day shift.
- 3. Graveyard shift employees, or night shift employees whose regular schedule ends after 1:30 a.m., will have the option of electing to take their jury duty leave on the shift prior to the jury duty service.
- 4. If an employee performs jury duty on a working day and jury duty continues past 1:30 p.m. of that day, the employee does not have to return to work that day if they are on any other shift than the day

shift.

5. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service.

ARTICLE 13 – BEREAVEMENT LEAVE

1. When death occurs to a member of an employee's immediate family, the employee shall be granted necessary time off for purpose of bereavement. Said employee will be compensated at their regular, straight time hourly rate for hours lost from their regular schedule, up to three (3) days, subject to the following limitations:
 - a. Such paid time off must be taken within thirty (30) days following the date of death.
 - b. Members of an employee's immediate family are limited to the employee's spouse, domestic partner, sons, daughters, mother, father, brothers, sisters, step-parents, step-children, grandfather, grandmother, mother-in-law, father-in-law, grandchildren, and great-grandchildren, or others as covered under state law as defined for bereavement purposes.
 - c. Proof of relationship and/or death, and/or date of the bereavement may be required.
2. Compensable hours under the terms of this Article will be counted as hours worked for computing vacation pay, holiday pay, weekly overtime, and health and welfare and pension contributions or eligibility.

ARTICLE 14 – SICK LEAVE

1. To the extent that is allowed by state law, the Company will "cash out" all accrued but unused sick time.
2. Hours that are "cashed out" will be paid at the individual employee's regular hourly base rate, plus any applicable shift differential in effect on the entitlement date. These "cash out" payments will generally be made in the pay period encompassing the employee's entitlement date.

ARTICLE 15 – CHECKOFF

1. Company hereby agrees to honor written assignments of wages in payment of dues payable to the Local Union and the said assignments are submitted in substantially the following form:
I hereby authorize Weyerhaeuser Company to deduct from my

wages and pay Local Lodge No. W-246, International Association of Machinists and Aerospace Workers the following:

Union dues in the amount of \$ _____ per month, or such other uniform monthly dues amount as subsequently approved by the local Union and certified to the Company by the Local Union president and financial secretary.

This authorization shall be valid and remain in full force and effect during the life of any existing collective bargaining agreement between the Company and the Local Union, or one year from date thereof, whichever shall occur earlier; and thereafter, unless and until it shall have been permanently revoked by me by written notice to the Company, or until I am permanently terminated from your employ.

Date _____ Signature _____ SS No. _____

2. The Local Union shall notify the Company of any changes in its regular monthly dues and of any subsequent changes as they occur from time to time. Such notification shall be by letter to the Company, signed by the president and financial secretary and bear the Local Union seal.
3. Company shall remit the dues deducted pursuant to such assignments to the Local Union named herein not less often than once each month, with written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

1. The regular work week shall consist of five (5) consecutive eight (8) hour days with Monday as the first day of the work week. Any variations or change in the work week or the present established daily work schedules may be made by the Company provided employees are given seven (7) calendar days' notice of such change and the following conditions are met:
 - a. The work week of the watch person may be adjusted to meet the needs of the operations.
 - b. Repair and maintenance employee's work week may be adjusted to meet the needs of the operation; however, they shall have two (2) consecutive days off.
 - c. If a mechanical or operational breakdown occurs, the Company shall have the right to adjust lunch periods of crews or individuals plus or minus one (1) hour from established

schedules to accommodate repairs.

- d. When operations are maintaining a seven (7) day work schedule, work schedules for those employees necessary to operate that department or job may be adjusted as long as such employees have two (2) consecutive days off.

When contemplating a change to the seven (7) day schedule, the standing committee will be given at least fourteen (14) days' notice and will have an opportunity for input prior to any changes.

Other shift configurations for all of the operation may be instituted by the Company (for example, four (4) ten (10) hour shifts). If such shift changes require related contract modifications, such shall be deemed made. For example, overtime over eight (8) hours in a day shall be changed to overtime over ten (10) hours in a day if it is decided to operate a four (4) day, ten (10) hour schedule. Likewise, if a holiday falls on a day the employee is scheduled to work, they will receive ten (10) hours' pay, but if it falls or is observed on a nonscheduled day, they will receive eight (8) hours' pay.

2. The Company is free to set the starting and ending times of each truck drivers' daily work schedule.
3. Overtime or premium pay shall not be pyramided, compounded or otherwise paid twice for the same hours worked.
4. Overtime on a daily basis as necessary to complete an assignment shall be required, as long as it can be completed safely and efficiently.
5. Overtime worked shall be at the discretion of the Company.
6. Overtime will be paid as follows:
 - a. Hours worked in excess of eight (8) in one (1) workday within the normal work schedule.
 - b. Hours worked in excess of forty (40) in one (1) work week which occur outside the normal work schedule.
7. Time lost due to holidays, jury duty, and bereavement leave shall be considered as time worked in computing overtime; however, absences due to any other reason shall not be counted as time worked in computing overtime.

ARTICLE 17 – REPORTING PAY AND CALL TIME

1. Regular employees called to their jobs but not put to work through no fault of their own shall receive two (2) hours straight time pay unless notified prior to reporting that their services are not required. This rule shall not apply if the operation or portion of the operation in which such employees work is shut down by a breakdown, or if the failure to put such employees to work is caused by something which Company could not reasonably foresee in time to give such notice.
2. After leaving the Company's premises following completion of their regular shift, employees called back to work prior to but not contiguous with their next regularly scheduled shift, shall be paid three (3) hours at their regular straight time or overtime rate as appropriate or paid for the hours actually worked whichever is greater.

ARTICLE 18 – TEMPORARY CLASSIFICATION

1. An employee may be temporarily transferred for the convenience of the Company.
2. If work of a higher paid classification is temporarily required of any experienced employee, they shall receive the wage of the position to which assigned and for as long as they occupy that position, provided it is for one-half shift or more.
3. If any employee is temporarily shifted to a position paying a lower wage than their regular rate, no reduction in wage shall be made.
4. No employee shall be subject to censure for inability to perform the function of a job for which they have not been trained.

ARTICLE 19 - PROBATIONARY AND TRIAL PERIOD

1. An employee's first ninety (90) worked days of employment are that of a probationary employee, which involves a trial period and constitutes employment at will. New employees shall be regarded as temporary employees for the first ninety (90) worked days of continuous employment. At the conclusion of the trial period, the employee's seniority shall be retroactive to their hiring date. For employees hired into the Beginner Log Truck Driver Trainee job classification, this probationary period will be on hundred thirty (130) days at work.
2. Where deemed necessary, the Employer and the Standing Committee may mutually agree to an extension of the trial period not to exceed

thirty (30) additional days.

3. Successful completion of the trial period does not relieve an employee of the responsibility for good job performance.

ARTICLE 20 – SAFETY

1. The Company and Union have a strong commitment to reducing accidents, maintaining a safe place to work, and in employing safe workers.
2. In line with these objectives, it is a part of each employee's duty to work as safely as possible and cooperate in maintaining necessary records and keeping accidents to a minimum. It is mandatory that all on job accidents be reported to a supervisor no later than end of shift on the day of occurrence.
3. Any employee observing an unsafe condition should report it to a supervisor at once.
4. Fire can destroy our jobs. All published smoking and fire regulations must be strictly observed by employees.
5. A Safety Committee will be established and maintained to make safety recommendations for improvements of working conditions and habits. This committee will be composed of both hourly and salaried personnel. Not more than five (5) representatives from the collective bargaining unit may be selected by the Union.
6. In an effort to prevent the problems that grow out of the use of drugs and alcohol, the Substance Abuse Policy (Appendix A) will be in effect during the term of the Agreement.

The Company may, on a random basis, require any group(s) of employees to submit to a test to ensure that they are alcohol-free and drug-free.

ARTICLE 21 – FIREFIGHTING

1. It is mutually understood and agreed that firefighting is separate from other considerations in the Working Agreement and that any employee available during fire emergencies may be required to assist regardless of seniority, classification, or department.
2. In the event an employee is assigned to emergency firefighting, such employee shall be paid at their regular straight time rate for hours worked.
3. In the event an employee is notified that firefighting is subject to wage rates and provisions of another organization or governmental

agency and such wages and provisions differ from those described in paragraph 18.2, such employee will be allowed to accept or decline further assignment on that fire.

4. The provisions of this Article shall not apply in instances of controlled burning, such as slash burning, unless and until such burning is out of control and becomes a wildfire.

ARTICLE 22 – EQUAL EMPLOYMENT OPPORTUNITY

1. It is the policy, intent, and purpose of both the Company and the Union not to discriminate against any person with regard to employment or Union membership due to his or her gender, race, color, religion, national origin, age, physical or mental disability, sexual orientation, gender identity/expression, genetic information, veteran or active military status, marital status, or any other characteristic protected by local, state, or federal law and/or Company policies, the latter of which may be occasionally updated and amended by the Company. Nothing herein prevents the Company from fulfilling its obligations under the Americans with Disabilities Act, the Family and Medical Leave Act, or their state and local counterparts.

ARTICLE 23 – HEALTH AND WELFARE

1. Effective January 1, 2020, the employees will be eligible for the Company's Health and Benefit Plan.
 - a. The employees are subject to plan description and changes as they occur.
 - b. Employees who enroll in the Company Plan will have the opportunity to establish a Health Savings Account (if eligible under IRS rules for such participation).
 - c. Effective June 1, 2023, employees will contribute the following amounts towards insurance premiums twice monthly (on 24 paychecks annually).

Healthcare Contribution (Medical, Dental)	Employee Contribution (premium per paycheck)
Employee	\$12.00
Employee +1	\$24.00
Employee + Family	\$32.00

The Company will continue to make annual contributions (prorated) into eligible employees' Health Savings Account (HSA):

- \$300 – Individual
- \$600 – Family (employee + 1)

ARTICLE 24 – RETIREMENT PLANS

1. The Union and the Company, on behalf of the employees covered by this Agreement, agree to participate in the plan known as the Timber Operators Council - IAM Defined Contribution Plan and Trust and shall increase the rate of contribution as follows:
 - a. The contribution to said Trust and Plan, effective with such January 1, 2019, compensable hours and first payable in February 1, 2019 shall be one dollar and thirty cents (\$1.30) per compensable hour of each covered employee. Vacation increment hours shall not be considered as compensable for this purpose.
 - b. Pursuant to the 2022 ratified agreement, the Company will cease contributions to the TOC-IAM Defined Contribution Plan and Trust effective December 31, 2022.
2. Effective January 1, 2023, applicable Oregon Trucking employees will transition from the current IAM-Timber Operators Council (TOC) defined contribution plan to the Company's standard 401(k) Retirement Plan and Retirement Savings Plan.
 - a. Retirement Plan: Eligible employees will receive a 5% Company Retirement contribution in their Weyerhaeuser 401(k) plan:
 - i. Contributions will begin the first full paycheck following sixty (60) days.
 - ii. Contributions will be vested per the vesting table below.
 - iii. If an employee doesn't make an alternative election, contributions will initially be invested in the Target Date Fund closest to the year the employee will reach 65; employees can change investment elections at any time.
 - iv. No in-service withdrawals of retirement contributions are available; only upon termination.
 - b. Retirement Savings Plan: The Company's 401(k) retirement savings plan includes the following features, subject to changes and limitations mandated by Federal Law.
 - i. Eligibility: Hourly employee of the Company.

- ii. Employee Contributions: Employees may contribute a percentage of their eligible pay to the plan up to the limits of the plan.
- iii. Company matching contribution: The Company will add fifty cents (\$0.50) for each one dollar (\$1.00) that employees contribute out of the first five percent (5%) of their pay deferred.

Note: If corporate economic conditions deteriorate in all Company businesses to the extent that the Board of Directors place a moratorium on Company match contributions, on a Company-wide basis, such moratorium will be applicable to those covered under this agreement.

- iv. Investment Funds: Employees have the choice of which investment fund they want to invest in.
- v. Vesting: Employee contributions are 100% vested. The Company's contributions shall be based on the following vesting schedules based on the employee's years of service:

<u>Year of Service</u>	<u>Vesting</u>
<2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

ARTICLE 25 - SEVERANCE PAY

1. Employees who are terminated due to a permanent operations closure shall be eligible for severance pay. (Employees must be released by the Company for lack of work due to operations closure and for no other reason.) An eligible employee who has completed one or more full years of continuous service shall receive a severance payment based on his/her straight time rate of pay in accordance with the following schedule, to a maximum of twenty-six (26) weeks' pay:

**Years of Continuous
Service**

**Hours of Pay Per
Years of Service**

Less than 1	0
1 through 9	25
10 through 14	30
15 through 19	35
20 and over (maximum 26)	40

2. Employees with dates of hire prior to February 1, 1987, who were transferred to the Goshen facility from Culp Creek or Coburg, are eligible for 40 hours of pay per year of service, regardless of number of years of continuous service.
3. All other employees are subject to the years of service and hours of pay schedule set forth in paragraph 25.1 of this Article.

ARTICLE 26 – SAVINGS PROVISION

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 27 - DURATION AND TERM OF AGREEMENT

1. Subject to changes which may be mutually agreed upon in negotiations, this Agreement shall remain in full force and effect until May 31, 2026, and annually thereafter unless either party notifies the other of its desire to terminate or to change the terms of the Agreement and presents such termination notice or proposed changes in writing sixty (60) days prior to the anniversary date. If negotiations continue beyond the anniversary date of the Agreement, this Agreement shall be extended so long as the parties are negotiating in good faith or until a work stoppage occurs.
2. Except as provided herein, it is agreed that the subjects of wages and this collective bargaining agreement are renewed, extended and closed in their entirety until May 31, 2026.

ARTICLE 28 - CLOSURE OF ISSUES

1. All issues upon which authority to negotiate was delegated by locals to the IAM-AW or their designate representatives, not covered herein, are withdrawn and closed for the term of this agreement.


Other issues opened either by the locals or the Company not included in this Settlement Agreement or incorporated by reference are withdrawn for the term of this Agreement if unresolved at the time that this Settlement Agreement is ratified, and the Union serves notice of such ratification.

All articles not specifically amended by this Agreement shall remain as written.

IN WITNESS WHEREOF, the parties of this instrument have executed the same by their officers and agents hereunto duly authorized on this 1st day of June, 2022.

**LOCAL LODGE NO. W-246
INTERNATIONAL AFL-CIO
ASSOCIATION OF MACHINISTS AND AEROSPACE
WORKERS**

By



Kevin Lane, President

**WEYERHAEUSER COMPANY
OREGON TRUCKING**

By



Gary Romine, OR Transportation Manager

Exhibit A

Employee Assistance and Substance Abuse Policy

Section I. – Employee Assistance Program (EAP)

1. Weyerhaeuser is committed to providing a safe and productive work environment for employees. The company recognizes the valuable resource we have in our employees and recognizes that the state of an employee's health affects attitude, effort, and job performance. Substance abuse causes decreased efficiency and greatly increases risk of injury to employees. The Company therefore adopts this policy on behalf of its employees. The intent of the policy is threefold:
 - a. To maintain a safe, drug and alcohol-free workplace.
 - b. To maintain our work force at maximum productive effectiveness.
 - c. To provide confidential, professional referral and treatment to those employees who recognize they have a substance abuse problem and voluntarily seek treatment for it.
2. In order to achieve these purposes, it is our primary goal to identify those employees and refer them to professional counsel, before job performance has become a disciplinary problem. Employees are urged to use the services available through the employee assistance program (EAP). Employees who voluntarily seek help through the EAP will not jeopardize their job security by such self-identification.
 - a. If you have a problem or think you have a problem with these substances, contact your supervisor or plant manager. All information will be kept confidential and you will be referred to professional counselors and advised how to utilize your employee benefit program for appropriate treatment.
 - b. Treatment for alcoholism or drug dependency is provided under company health care plans, up to the limits described in the plans.
 - c. An employee shall be granted necessary leave of absence for treatment of drug/alcohol problems contingent upon signing a "Referral Agreement" requiring completion of an approved treatment program.
 - d. Weekly accident and sickness benefits are provided in company health plans up to the limits described in the plan.

Section II. – Work Rules

1. All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner. Employees shall not:
 - a. Use, possess, dispense or receive alcohol, intoxicants or controlled substances (drugs) on Company premises or while engaged in Company business.
 - b. Report to work with any measurable amount of a controlled substance, intoxicant or illegal drug in their system. The substances and levels at which samples shall be called positive will be consistent with DOT regulations.
2. Medication prescribed by a physician is an exception when the physician prescribing medication has released the individual to work while taking the prescribed medication. Abuse of prescribed drugs is a violation of this policy.
3. Employees who violate the above work rules shall be subject to appropriate discipline up to and including discharge. However, it is the primary intent for most infractions to encourage and assist employees in treatment and rehabilitation through the employee assistance program, as is outlined in this policy.

Section III. – Testing

1. Substance abuse is a disease which is treatable and will be given the same consideration as any other illness, with the initial emphasis on test results leading to rehabilitation, not termination of the employee.
2. An employee whose behavioral conduct indicates that they are not in a physical condition that would permit the employee to perform a job safely and efficiently will be subject to submitting to a urine, blood or breathalyzer test to determine the presence of alcohol or drugs in the body. Non-DOT tests can be accomplished via a quick-test cup process.
 - a. A supervisor must have reasonable grounds to believe that the employee is under the influence of or impaired by alcohol or drugs. Reasonable grounds include abnormal coordination, appearance, behavior, speech or odor. It can also include work performance and attendance problems.
 - b. The supervisor's reasonable grounds must be confirmed by another management representative.
 - c. The employee will be provided with an opportunity to explain

their conduct. The employee will have the opportunity to have a union representative present if requested (fellow employee if no union representative is available).

3. Employees who are directly or indirectly involved in an industrial injury which requires medical care are subject to submitting to a blood, urine or breathalyzer test when one or more of the grounds outlined in 2a. above are present. Employees who are solely the innocent victims of unavoidable accident will not be subject to a test.
4. Employees required to take a test will be placed on an unpaid leave of absence pending receipt of the test results. Employees tested as the result of an accident, however, will not be placed on an unpaid leave unless other grounds exist. Employees tested “for cause” will be placed on an unpaid leave of absence pending the receipt of the test results. Employees who test negative will be paid for time lost from work.
5. Failure to submit to a test as required above will be grounds for termination. Employees who feel that they have a legitimate grievance must still submit to the test and then file a grievance in accordance with the Working Agreement. An employee may forgo the test if the employee voluntarily consents to obtaining assistance through the employee assistance program and immediately enters into a written referral agreement.
6. The Company shall initially select reputable facilities for base testing and confirmatory testing at Company expense. The facility for confirmatory testing must meet all standards set by Federal Health Agencies for laboratory performance and they must employ certified medical technologists and technicians. The Union will be provided with the testing facilities' names, addresses and credentials if interested. The Union retains the right to demand a change in test procedure or test facility based on reliable information which disproves the accuracy or quality of either. The Union also retains the right to request a change in test procedure or test facility when a reasonable and superior alternative to either is available.
7. Employee representatives and or the employee will have the opportunity to review the testing procedure.
8. All samples which test positive will be confirmed using a gas chromatography/mass spectrometry test or a superior or equally reliable test if same become reasonably available.
9. The employee, at his/her expense, will have the opportunity to have

a reputable testing facility test the same sample submitted to the original test facility. Accepted chain of custody procedures must be followed, and the test facility must meet all standards set by Federal Health Agencies for laboratory performance using certified medical technologists and technicians. An employee may request the independent test by notifying the Personnel Manager in writing within two calendar days after the day the employee is informed of the test results. The test result will be kept confidential and will be available only to a designated employer representative, a designated union representative or a designated legal representative.

10. None of the testing procedures are intended to be in violation of the law, and if they are, they shall be eliminated without interfering with other parts of this agreement.

Section IV. – Referral Agreement

1. It is the intent of the Company and the Local Union to correct problems associated with drug and alcohol through the EAP rather than to initially penalize employees based on test results. Therefore, an employee who voluntarily enters the EAP in lieu of a required test or has a positive result on a test will have disciplinary action withheld pending satisfactory completion of the referral agreement requirements.
2. The terms and conditions of each referral agreement will be put in writing and signed by the employee, the Union and the Company. Each referral agreement will contain some basic core requirements but will be designed giving consideration to the individual's circumstances. The disciplinary action for a violation of the agreement on alcohol and drug testing will be abated for an employee who satisfactorily completes the treatment program prescribed by the EAP counselor and who meets the terms and conditions of the referral agreement. Referral agreement terms and conditions will only be related to the agreement on alcohol and drug testing and will not be used for discipline outside of that agreement.
3. An employee who fails to cooperate, abandons, or does not complete the treatment program prescribed by the EAP counseling or who fails to live up to the terms and conditions of the referral agreement will receive the previously withheld discipline. However, before the disciplinary action is imposed, the employer and the Union representative will attempt to counsel the employee into completing the treatment program.

4. Whether an employee volunteers to participate in the EAP or is required to participate as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions and disciplinary procedures in effect for other employees, i.e., employees cannot escape discipline for future infractions by being enrolled in the EAP. Employees will NOT be allowed to elect rehabilitation in lieu of discipline for violations of this drug or alcohol policy more than one time.
5. Employees who test positive will be evaluated by certified addiction counselors, so certified by the appropriate certification board of either Washington or Oregon.

Section V. – Duration

This agreement shall be subject to the conditions of the Revision and Termination Provisions of the Working Agreement.

Exhibit B

Grandfathered Retirement and Retirement Savings Plans for Springfield Transfers Into the Oregon Trucking Fleet Retirement Plan

1. The amended Retirement Plan is subject to the terms and conditions hereafter set forth in this Article. The Retirement Plan has been omitted from this printing of the Agreement. Copies of the Plan are on file at the offices of the Company and the Union.
 - a. Effective October 31, 2022, increase the benefit to \$53.50/month per year of service.
 - b. Current participants in the Defined Benefit Pension Plan will continue to accrue years of service.
2. No differences with respect to the Retirement Plan which arise between the retirement Committee or the Company and any employee who shall be a participant in the Plan shall be taken as a grievance under the grievance procedures established under this Working Agreement.
3. If, after exhausting the initial claim and review procedures as outlined in the Retirement Plan Text there still exists a difference between the Company and any employee represented by the Union involving, for purposes of the Retirement Plan, (1) the employee's (or their beneficiary's) eligibility for a benefit, (2) the amount of any benefit payable on behalf of an employee, or (3) the duration of any benefit payable on behalf of an employee then, in such case, the

remainder of this paragraph shall apply. The matter in dispute shall be referred to a representative of the Company and a representative appointed by the Woodworkers District Lodge W24, International Association of Machinists and Aerospace Workers, and if such representatives shall be unable to agree upon findings of fact with respect to the matter in dispute, the dispute shall be referred to an impartial third person, who after affording each of the representatives an opportunity to present their respective views to him/her as to such matter, shall make findings as to such fact. The findings of the representatives or of the impartial third person shall be binding and conclusive on the Company, the employee, and the Union. Such third person shall be selected by the Company and the Woodworkers District Lodge W-24, International Association of Machinists and Aerospace Workers or if they are unable to agree, by the American Arbitration Association. The two representatives or the impartial third person so appointed shall have the authority to make findings of fact with respect to the matter in dispute, but no authority to change, enlarge, or interpret any of the provisions of the Retirement Plan. The compensation and expenses of the Company representative and the Woodworkers District Lodge W-24, International Association of Machinists and Aerospace Workers representatives shall be paid by the Company and the Woodworkers District Lodge W-24, International Association of Machinists and Aerospace Workers respectively. The compensation and expenses of any third person appointed hereunder shall be paid one-half by the Company and one-half by the Woodworkers District Lodge W-24, International Association of Machinists and Aerospace Workers.

Retirement Savings

The Company will offer a 401(k) retirement savings plan which shall include the following features, subject to changes and limitations mandated by federal law:

1. Eligibility: Hourly employees who are hired to work at least 25 hours per week.
2. Employee Contributions: Employees may contribute pre-tax earnings to the plan up to the IRS-allowed annual maximum amounts.
3. Company Matching Contribution: The Company will add fifty cents (\$0.50) for each one dollar (\$1.00) that employees contribute out of the first 5% of their pay deferred. Company match will be in Company stock only. If corporate economic conditions deteriorate in

all Company businesses to the extent that the Board of Directors place a moratorium on Company match contributions, on a company-wide basis, such moratorium will be applicable to those covered under this agreement.

4. Vesting: Employee contributions are 100% vested. The Company's contributions shall be based on the following vesting schedule, based on the employee's years of service.

<u>Years of Service</u>	<u>Vesting</u>
0-2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

5. Investment funds: Employees will have a choice of investment options.
6. A detailed plan summary will be furnished to union negotiating committees.

Remaining Springfield Transfers:

Lane, Dennis L.	Nohrenberg, Karl B
Thede, Thomas A	Turpin, Aron W.

Exhibit C
Truck Eligibility

The Company may assign new and used trucks at its discretion in order to best meet business needs, provided that truck drivers will be eligible for a new truck every six (6) years, if available, and eligible for a used truck every two (2). Truck reassignments impacted by this truck eligibility provision will be confined within the respective domicile for which the new equipment is assigned, provided that Goshen and Snow Peak shall be considered a single domicile under the current structure.

Exhibit D
Boot and Prescription Safety Glass Allowances

1. Stipends will be paid out annually (in the first full pay cycle paycheck of each year) as follows:

- a. For boots aligned to the site PPE standard (e.g., safety toe, over the ankle, slip resistant) for Timberlands and lumber mill employees - \$175
 - b. For caulk boots for designated Timberlands employees - \$300
 - c. For rain gear for designated Timberlands employees (hook tenders, rigging slinger, handy rigger, choker setter, landing person, scalers, field mechanics, yard mechanics and sort yard utility performing manual reman) – \$100.
 - i. 50% of the stipend will be applied to Log Truck Drivers.
2. Prescription safety glasses – \$150 per year will be reimbursed to the employee.
- a. A one-year carryover of the above amount is allowed. In no case will there be more than one purchase eligible for reimbursement during any annual allotment

Exhibit E

DOL Reporting Requirements: No Docking Provision

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

Exhibit F

Letter of Understanding – Tool Replacement Policy

The Company agreed to memorialize the past practice/policy in a letter of understanding in accordance with the following:

For employees required to provide personal tools of the trade associated with their regular job, the Company will provide for tool replacement or reimbursement as follows:

- Personal tools that are worn, broken, lost or stolen in the course of normal/routine work duties will be eligible for this policy.
- The intent of this program is to replace/reimburse on a like for like (or reasonable equivalent) basis.
- When possible, tools (or proof of purchase) must be presented to supervisor/company prior to replacement or reimbursement for approval.
- The method of replacement or reimbursement will be at

management's discretion.

- Employees are expected to deal with tools covered by warranty on their own.

Exhibit G

Driver Training

1. Job Classifications:
 - a. Beginner Log Truck Driver Trainee (entry level CDL driver)
 - b. Intermediate Log Truck Driver Trainee (approx. one (1) year CDL driving experience)
2. Trainees will move to full qualified Log Truck Driver rate of pay when successfully complete appropriate log truck driver training provided by the Company under current training guidelines.
3. Management may exercise its discretion to assign the applicable job classification based on demonstrated truck driving skills and competency.
4. Driver trainers to be designated by management. Designated driver trainers will receive the lead person adder for the hours designated as training time with driver trainees.

Exhibit H Wage Table

	6/1/2022	5/29/2023	6/3/2024	6/2/2025
	5.50%	3.00%	3.00%	2.50%
DRIVER				
Beginner Truck Driver *	\$ 25.015	\$ 25.885	\$ 26.780	\$ 27.550
Intermediate Truck Driver *	\$ 27.015	\$ 27.885	\$ 28.780	\$ 29.550
Truck Driver	\$ 29.015	\$ 29.885	\$ 30.780	\$ 31.550
MAINTENANCE				
Shop Utility 1	\$ 22.665	\$ 23.345	\$ 24.045	\$ 24.645
Shop Utility 2	\$ 26.235	\$ 27.020	\$ 27.830	\$ 28.525
Entry Truck Mech	\$ 29.935	\$ 30.835	\$ 31.760	\$ 32.555
Truck Mech	\$ 32.330	\$ 33.300	\$ 34.300	\$ 35.160
Journey Truck Mech	\$ 35.375	\$ 36.435	\$ 37.530	\$ 38.470
OTHER/ADDERS				
Short Logger	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Steer Trailer	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Pole Truck	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00
Lead (Driver Trainer)	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Lead (Maint.)	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50
Swing/Graveyard Shift Differential	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

**Classification not subject to general wage increase. Wage is decreased by \$2.00 increments based on the Truck Driver rate.*

From: [iamsurveyadmin](#)
To: [DataInfoGroup](#)
Subject: SRF-5
Date: Friday, November 22, 2024 3:01:11 PM

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Username: D3DA10AD-6609-49D1-8596-F8CA800D771D
Numeric Response ID: 176410
Response GUID: 2CE9815C-0A71-4AA8-B897-853950472C86
Survey Start Date: Friday, 22 November 2024 14:47:48
Survey Completed Date: Friday, 22 November 2024 15:00:03

IAMAW SRF-5

CONTRACT DETAILS

Submitted by:

Jeff Wagner

Submitted by Title:

(i.e., Business Representative)

Business Representative

Email Address:

jeff@iamw24.org

Employer Industry

Bus, Trucking, Delivery Services and Other Non-Rail Transit

Effective Date

06/01/2022

Expiration / Amendable Date

05/31/2026

Sector

Private (Non-Government)

Statute

NLRA

Does the contract contain a provision for ...

Check-Off Dues Yes

Check-Off MNPL / MCPL

Check-Off Guide Dogs

Is this a ...

First Agreement

Master Agreement

Coordinated Bargaining Agreement

Aerospace (Related)

Health Care (Related)

Service Contract Act (Related)

Products Manufactured / Services

Transport Timber Products

Association (if applicable)

Not Answered

IAMAW SRF-5

SITE DETAILS

If the contract covers more than one site, please provide data for sites individually.

Employer

Weyerhaeuser

Tradestyle Operation / Division

Trucking

Former employer name

If applicable.

Not Answered

Work Place Address

85647 OR-99

City

Eugene

State / Province

OR

Zip Code

97405

Reported # of Barg Unit Employees at Site

77

Reported # of IAM Members in Unit at Site

77

Union Status

Dues Required / Agency Fee

Corporate Address (If different from Work Place Address)

200 Occidental Ave, Seattle, WA 98104

Parent Company Name

Not Answered

Ultimate Parent Company Name

Not Answered

NAIC **[FOR IAM S.R. USE ONLY]**

(To be completed by IAM S.R. Staff)

Not Answered

District Lodge

W24

Local Lodge

W246

Territory / Territories

Not Answered

Does this contract cover other site(s) not yet listed?

No

IAMAW SRF-5

WAGE DETAILS

Average Hourly Wage (\$)

If the bargaining unit wages are annual salaried classifications, divide the annual by 52 weeks and then by 40 hours.

\$29.35

Wage Memo

Not Answered

General Wage Increases and/or Lump Sum Payments

Please indicate if \$ or %. If no increase is negotiated, please enter "Zero"

	Effective Date	Category	Amount	Memo
First	06/01/2022	General Wage Increase (%)	5.5%	
Second	05/29/2023	General Wage Increase (%)	3%	
Third	06/03/2024	General Wage Increase (%)	3%	
Fouth	06/02/2025	General Wage Increase (%)	2.5%	
Fifth				
Sixth				

Is there a COLA Clause?

No

If yes, what is the formula?

Not Answered

IAMAW SRF-5

OCCUPATION DETAILS

Occupation(s)

Farming, Fishing & Forestry

IAMAW SRF-5

HEALTH CARE / BENEFITS DETAILS

Employee Premium Contribution

	Name	Date Rate Effective	Coverage Tier	Amount Type	Amount	Frequency	Memo
1	Health Plan	06/01/2022	Employee Only	Dollar (\$)	\$12.00	Bi-Weekly	
2	Health	06/01/2022	Employee + 1	Dollar (\$)	\$24.00		

	Plan				
3	Health Plan	06/01/2022	Family	Dollar (\$)	\$32.00
4					
5					
6					
7					
8					
9					
10					

IAMAW SRF-5

EMPLOYEE SAVINGS DETAILS

		Formula	Contribution Type
1	401(k) / Savings Plan for New Hires	%	Employer Contribution
2	401(K) / Savings Plan	%	Employer Matching Contribution
3			

IAMAW SRF-5

PENSION DETAILS

Penson / Retirement

	Name	Date Rate Effective	Category	Amount Type	Amount	Frequency	Memo
1	Single Employer Pension Plan	06/01/2022	Employer Contribution	Amount (\$)	\$53.50	Per Year of Service	
2							
3							
4							
5							

IAMAW SRF-5

OTHER UNIONS ON SITE

Name(s)

Not Answered

Memo

None

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CONTRACT LANGUAGE DETAILS

Type(s) of Contract Language

Please select all that apply

Apprenticeship Program

Memo

Not Answered

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ADDITIONAL COMMENTS AND/OR DETAILS

Additional Comments and/or Details

Not Answered

IAMAW SRF-5

UPLOAD CONTRACT DOCUMENT

Please attached an electronic version of the Contract here.

Final - OR Trucking 2022-2026 Contract (1).pdf - 476 KB

For security reasons, this link will expire after 168 hours. [Download File](#)