



Office and Professional Employees International Union
2900 Eastlake Avenue E. #220 • Seattle, WA 98102 • (206) 441-8880 • 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FORTERRA

AND

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO**

FOR THE PERIOD OF

AUGUST 1, 2023 THROUGH JULY 31, 2025

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – FORTERRA

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1 – Recognition of the Union.....	1
ARTICLE 2 – Union Security and Membership	1
ARTICLE 3 – Management Rights	3
ARTICLE 4 – Personnel Policies & Job Descriptions.....	4
ARTICLE 5 – Hiring.....	4
ARTICLE 6 – Discipline and Termination.....	4
ARTICLE 7 – Seniority	6
ARTICLE 8 – Holidays	6
ARTICLE 9 – Leave	6
ARTICLE 10 – Hours of Work	8
ARTICLE 11 – Health and Welfare	9
ARTICLE 12 – Salary Schedule and Compensation	9
ARTICLE 13 – Retirement Plans	10
ARTICLE 14 – Non-Discrimination.....	10
ARTICLE 15 – Separability	10
ARTICLE 16 – Grievance/ Arbitration Procedure.....	10
ARTICLE 17 – No Strike No Lockout	12
ARTICLE 18 - Health and Safety	12
ARTICLE 19 – Labor Management Committee.....	12
ARTICLE 20 – Termination and Renewal	13

COLLECTIVE BARGAINING AGREEMENT

FORTERRA

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of August, 2023, by and between FORTERRA, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 THE BARGAINING UNIT The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment. The bargaining unit includes all full-time and regular part-time employees employed by the Employer in the State of Washington; excluding all Director-level employees, professional employees, Construction and Development Department employees, managers, confidential employees, and guards, and supervisors as defined by the Act.

Section 1.2 NEW JOB CLASSIFICATIONS The Employer will notify the Union in writing when duties of bargaining unit job classifications are substantially changed and when duties of bargaining unit job classifications are transferred to non-bargaining unit positions. Such written notice will be provided to the Union within thirty (30) calendar days prior to the effective date of the change or transfer of the duties of currently represented job classifications. It is not the Employer's intent to establish new job classifications outside of the bargaining unit for the purpose of excluding such employees from the bargaining unit.

ARTICLE 2

UNION SECURITY AND MEMBERSHIP

Section 2.1 UNION SECURITY AND MEMBERSHIP The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

Section 2.2(a) UNION SECURITY AND MEMBERSHIP The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

Section 2.2(b) UNION SECURITY AND MEMBERSHIP The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee

that they have not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which they are delinquent within thirty (30) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union. The Union shall at all times indemnify and hold harmless the Employer, including but not limited to reimbursement for legal fees, relative to any employee claims relating to dues/fees collection or dismissal for failure to pay dues/fees.

Section 2.2(c) UNION DUES The Employer will make deductions each pay period from the pay of employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the Employer a written authorization from the employee for such deductions. The Employer shall submit dues money to the Union within ten (10) business days following the second pay roll each month.

Section 2.3 MONTHLY ROSTER Monthly, the Employer shall provide a full roster of all union eligible employees to the Union which will include the last name, first name, middle initial, street address, city, state, zip code, date of birth, home phone number, cell phone number, work email, personal email, date of hire, date of term, date of rehire, job title, program, job site, rate of pay, shift, FTE status (full-time, part-time), hours worked and work status. The Employer will also notify the Union of bargaining unit employees who are changing status, the reason for change of status (discharge, layoff, resignation, leave of absence without pay), and date of change.

The Employer will notify the Union in writing of any new classifications to be covered by this Agreement.

Section 2.4 UNION ACCESS The Employer agrees that Union Representatives of the Union shall have reasonable access to any public premises and employee email, for the purpose of investigating and discussing working conditions and/or grievances, provided the Union Representative does not interfere with the work of the employees.

Section 2.5 UNION STEWARDS The Employer shall recognize the Union Steward as a duly accredited Union Representative. The Steward, upon notifying their designated supervisor, may investigate all complaints. The Union will inform the Employer in writing of the names of all Stewards. Stewards will utilize discretion, sensitivity, and reasonable judgment in dealing with confidential information. The Union Steward will be allowed time off to attend investigatory and grievance meetings with the Employer. Participation by a Union Steward in these meetings will be paid and considered time worked.

Section 2.6 NEW EMPLOYEE ORIENTATION A Union Steward or Union Representative will be allowed to meet with new bargaining unit employees during their new employee orientation (NEO) for thirty (30) minutes on paid work time. If no NEO is scheduled within thirty (30) days of hire, the Steward will be allowed thirty (30) minutes to meet with them one-on-one on paid time.

Section 2.7 NEW MEMBER PACKETS Upon hire, the Employer will provide all new employees an OPEIU New Member Packet, which includes a copy of the Union Contract and

membership Application. The Union will provide these packets to the Employer.

Section 2.8 OPEIU LOCAL 8 HARDSHIP FUND The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month.

Section 2.9 POLITICAL ACTION CHECK-OFF The Employer agrees to deduct the specific sum from the pay of any member of the bargaining unit who voluntarily executes an OPEIU Local 8 PAC (Political Action Committee) Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month.

ARTICLE 3

MANAGEMENT RIGHTS

Except as limited by other provisions of this Agreement, it is recognized that the Employer has and will continue to retain rights and responsibilities to operate and manage Forterra and includes the right to:

1. require standards of performance and evaluate employees thereon;
2. direct employees in the performance of their work;
3. determine job assignments and working schedules;
4. determine the materials and equipment to be used;
5. implement improved or different operational methods and procedures;
6. determine staffing requirements;
7. determine the kind and location of facilities if any;
8. determine whether the whole or any part of its operation shall continue to operate;
9. select and hire employees;
10. maintain order;
11. determine when and which employees should be promoted, demoted, or transferred in accordance with this Agreement;
12. determine when and how much overtime must be worked if any;
13. employ temporary employees and utilize volunteers;
14. determine the skills, abilities and competency of its employees;
15. discipline or discharge employees for just cause;

16. lay off employees for lack of work or financial reasons;
17. contract out work covered by this Agreement, so long as such use of contractors does not cause a furlough or reduction in force; and
18. promulgate reasonable rules, regulations and personnel policies.

ARTICLE 4

PERSONNEL POLICIES & JOB DESCRIPTIONS

Section 4.1 EMPLOYER POLICIES In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. The Employer shall notify the Union in writing of any new policy or policy change that impacts wages, benefits, hours and/or working conditions. The Union will have thirty (30) days to respond. If the Union does not respond, the policy is implemented. If within thirty (30) days from the notice date the Union requests to impact bargain over the policy, negotiations will be scheduled by mutual agreement of the parties.

Section 4.2 JOB DESCRIPTIONS The Employer will furnish the Union with bargaining unit job descriptions for all classifications upon request. Copies of an employee's current position description shall be provided upon request by the employee.

ARTICLE 5

HIRING

Section 5.1 JOB POSTING Notice of all job vacancies within the bargaining unit shall be posted on the intranet and emailed to employees at the same time or prior to posting externally. Job postings shall list the job title, hours of work, salary/wage rate, work location and qualifications. The Employer will interview all internal applicants who meet the minimum qualifications and submit applications. An employee who applies for a position and is not selected for an interview or is selected for an interview and is not hired for the position will be notified, in writing, of the decision and if requested, the reason the employee was not selected by the Employer. The Employer is committed to helping employees in their career development and will give qualified, internal candidates preference.

ARTICLE 6

DISCIPLINE AND TERMINATION

Section 6.1(a) PROGRESSIVE DISCIPLINE/JUST CAUSE No employee shall be disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system. The principles of just cause apply at all levels of discipline, however it is understood and agreed that for more severe forms of misconduct, more severe discipline may be appropriate regardless of whether the employee has had prior discipline. Upon termination, an employee shall receive written notice from the Employer stating the true cause of termination within five (5) business days of the termination date.

Section 6.1(b) DISCIPLINARY NOTICES An employee shall be given the opportunity to read, sign and attach a written response to any formal warning or disciplinary notice placed in their personnel file. Signing a disciplinary notice acknowledges receipt, it does not indicate agreement. Records of disciplinary actions will be considered a part of the employee's personnel file. A disciplinary notice will be deemed too old for purposes of progressive disciplinary actions after twenty-four (24) months from the date that such notice is placed in the employee's personnel file unless another just cause discipline for similar reason(s) occurs within the twenty-four (24) months.

Section 6.2 INTRODUCTORY PERIOD An introductory period is a working test period and should be utilized as an opportunity for the Employer to observe an employee's work and to train and aid the employee in adjustment to their position. Throughout the introductory period, the Employer shall provide the employee with the essential tools, training, and guidance to allow the employee to succeed.

The employment of all new employees hired into a bargaining unit position shall be conditioned on the completion of an introductory period that starts on the effective date of hire. The introductory period shall be one hundred and twenty (120) calendar days for all bargaining unit positions. The Employer shall provide performance feedback to a new employee no later than midway through the introductory period. The termination of probationary employees shall not be subject to recourse through the grievance and arbitration process contained in this Agreement.

Section 6.3 PERSONNEL FILES Employees may examine their personnel files during their working hours upon request. The Employer will make the file available within five (5) working days.

Section 6.4 PERFORMANCE REVIEWS Each Employee shall meet with the employee's supervisor and receive a performance review approximate to the middle of the calendar year and approximate to the end of the calendar year. The performance review will include feedback on job performance, discuss expectations and accomplishments, and set goals for career development. The Employer will provide tools and/or trainings to assist in meeting goals if after collaboration/communication with the employee, it deems such tools or training to be necessary.

Section 6.5 EMPLOYEE RIGHTS An employee may have a Union Representative or Union Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. The Employer will inform an employee prior to such a meeting that it is an investigatory meeting which may lead to disciplinary action, and they have the right to union representation in the meeting. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting.

ARTICLE 7

SENIORITY

Section 7.1 ACCRUAL OF SENIORITY Seniority is defined as an employee's continuous employment from the most recent date of hire or rehire with the Employer, including time spent on any approved leave of absence, medical leave, military leave, job-injury leave or maternity/paternity leave that occur during employment.

Section 7.2 REDUCTION IN FORCE A reduction in force is defined as a permanent or prolonged reduction in the number of employees employed by the Employer under this Agreement either due to restructuring, lack of work or for financial reasons. The Employer will give as much notice to the affected employee(s) and the Union as possible when reductions in force are contemplated but no less than two (2) weeks before layoffs are to occur, unless there is an immediate loss of funding and/or governmental mandate of program closure or stoppage of service.

Section 7.3 BRIDGE OF SERVICE Upon rehire after a break in service with the Employer which does not exceed one (1) year, an employee's seniority and benefit accrual rates shall be recognized as the same as at the time of their separation from employment and the rate of pay shall include any contractual increases that may have occurred.

ARTICLE 8

HOLIDAYS

Regular full-time employees will receive time off with pay for ten (10) floating holidays. Regular part-time employees will receive prorated holiday pay based on their regularly scheduled hours. New employees will receive a prorated number of holidays based upon their start date. Unused holidays will not carry over to the following year or be paid out upon departure. No more than two (2) consecutive floating holidays may be used in a row.

ARTICLE 9

LEAVE

Section 9.1 PAID TIME OFF With prior notice to the Employer and supervisor approval, employees can take leave for any reason. Employees can take PTO for all time off needs including vacation, personal or family illness, doctor appointments, volunteer activities, and any other reason of the Employee's choice.

Section 9.2 ACCRUAL – CARRY OVER AND PAYOUT OF PTO

- A) Employees accrue PTO based upon the calendar year beginning from the date they start working for Forterra. The fiscal year runs from January through December. Employees accrue PTO at a rate of 6.67 hours of leave for each semi-monthly pay

period worked. Employees will accrue up to the maximum hours outlined in the table below. Once the maximum has been reached, PTO will no longer be accrued.

- B) Part-time, non-exempt employees accrue PTO on a compensated per hour basis. Part-time, exempt employees accrue PTO on a pro-rata basis based on the number of hours they are regularly scheduled to work. For example, a part-time, exempt employee who is regularly scheduled to work 24 hours per week accrues PTO at a rate of 60% (24/40 = .6)
- C) Full-time employees will accrue PTO on the schedule outlined in the table below. Part-time employees will similarly accrue PTO but on the pro-rata basis described in the paragraph above.

Length of Service	Annual Carryover and Maximum PTO Cash-out Cap	Monthly Accrual Rate
Up to 5 years	240 hours per year – Maximum accrual of 240 hours	13.33 hours per month
5 – 8 years	300 hours per year – Maximum accrual of 300 hours	16.66 hours per month
9 years or more	360 hours per year – Maximum accrual of 360 hours	20 hours per month

Section 9.2(a) PTO does not accrue during any leave that is not directly paid by the Employer.

Section 9.2(b) Unused PTO shall be paid out upon an employee’s termination or resignation from employment, or change in status to temporary, at the employee’s regular rate of pay on the next scheduled payroll following the date of departure, except in cases of involuntary termination for just cause. Maximum PTO is included in the table above.

Section 9.2(c) PTO is paid at the employee’s regularly scheduled pay rate.

Section 9.2(d) If the need for the leave is foreseeable, the employee must provide at least ten (10) days advanced notice if possible. Employees shall try to schedule their leave in a way that does not unduly disrupt their department’s business operations.

Section 9.2(e) If the leave is unforeseeable, the employee should notify their direct supervisor before the scheduled start of your workday, if possible. Employee’s supervisor must also be contacted on each additional day of unexpected absence.

Section 9.2(f) Verification for absences, including verification from a healthcare provider where appropriate, may be required after three (3) consecutive days of absence.

Section 9.2(g) Forterra may, at its discretion, provide unpaid periods of leave, if requested. Such requests shall not be arbitrarily or capriciously denied.

Section 9.3 LEAVES Forterra shall provide all leave required by and in accordance with applicable Federal, Washington, Seattle, and Tacoma laws and ordinances for any eligible employees as defined by the applicable law/ordinance. When possible, such leave may be applied concurrently with contractual and other types of leave.

Section 9.4 WASHINGTON PAID FAMILY & MEDICAL LEAVE Employees shall be granted up to twelve (12) weeks of paid family leave to care and bond within twelve (12) months of the birth, adoption or placement of a child younger than eighteen (18) years of age, and to care for oneself, a dependent, spouse, domestic partner or parent with a serious illness or injury. An additional two (2) weeks of leave will be available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used in combination. For example, an expecting mother could use 8 weeks of medical leave for bed rest. The mother could then use an additional eight (8) weeks of family leave after giving birth to care and bond with the new child. Health and welfare benefits shall remain in full force and affect during such leave but employees shall not accrue PTO while out on unpaid leave.

Employees shall receive compensation while out on this leave from the Washington State Employment Security Department.

Section 9.5 JURY DUTY PAY Employees who are called for service on a jury or subpoenaed to be a witness shall be excused from work for the days on which they serve up to a maximum of ten (10) work days, and shall be paid their regular straight time earnings.

Section 9.6 BEREAVEMENT LEAVE In the event of a death in the employee's immediate family, regular employees will receive up to three (3) days off, with pay, for bereavement — according to their normally scheduled hours. For the purpose of this benefit, an employee's immediate family is considered to be the employee's spouse, children, stepchildren, siblings, stepsiblings, nieces/nephews, aunts/uncles, parents, step-parents, parents-in-law, grandparents, spouse's grandparents, grandchildren, or domestic partner close family type relationship. Bereavement leave will be prorated for part-time employees.

ARTICLE 10

HOURS OF WORK

Section 10.1(a) HOURS Employees, who are exempt from overtime shall work the number of hours in a week necessary to complete their work, but in any event no less than forty (40) hours per week unless approved PTO or other authorized leave is taken or the employee works a pre-approved part-time schedule. All non-exempt employees shall work a schedule established by the employee's supervisor, which may be changed as necessary based upon the business needs of the Employer. It is understood that Employer's business needs may require some employees to work a non-standard schedule which can include weekends. A non-exempt employee's weekly schedule shall not exceed forty (40) hours and may include, at the supervisor's direction, weekend hours. If an employee is unclear on whether they are exempt or non-exempt they should speak with their supervisor to obtain clarification.

Section 10.1(b) OVERTIME FOR NON-EXEMPT EMPLOYEES There may be times when a non-exempt employee must work overtime. Overtime will be compensated at the rate of one and one-half (1 ½) times the straight-time hourly rate of pay for all time actually worked beyond forty (40) hours in seven (7) day workweek (12:00 a.m. Sunday to 11:59 p.m. Saturday). Time that is paid but not worked will not count as time worked for the purpose of determining and computing overtime. An employee may not work overtime without the prior approval of a supervisor. Failure to obtain advance approval for overtime may result in corrective action. Exempt employees shall not be entitled to overtime under any circumstances.

Section 10.1(c) FLEXIBLE SCHEDULES Employees that have completed work assignments may work flexible hours with notice and approval from the Employer.

ARTICLE 11

HEALTH AND WELFARE

Section 11.1 HEALTH CARE COVERAGE The Employer will continue to provide medical, dental, vision, supplemental life insurance, accidental death and dismemberment, disability insurance and an Employee Assistance Program to all eligible full-time and eligible part-time employees at the same level of benefits and co-pays to employees as exists at the time of ratification of this Agreement unless otherwise agreed to by the parties. The Employer may offer optional alternative plans.

Employees are eligible for benefit coverage on the first of the month following their date of hire. If an employee's first day of work starts the first business day of the month, the employee is eligible for health insurance benefits beginning on the first calendar day of that month. Dependents may be added at the employee's expense with premiums paid through payroll deduction.

Section 11.2 CHANGES IN INSURANCE PLANS As the Employer may from time to time make modifications in the health and welfare plans, employees and the Union will be notified as soon as possible and be given at least fourteen (14) calendar days' advance notice before implementation of any change. The Employer and the Union will jointly review the proposed changes and any cost increase to bargaining unit employees shall be negotiated between the Employer and the Union on an expedited basis.

Section 11.3 WORKERS' COMPENSATION The Employer will provide Workers' Compensation Insurance and Unemployment Compensation as required by law.

ARTICLE 12

SALARY SCHEDULE AND COMPENSATION

Section 12.1(a) GENERAL WAGE INCREASE Effective January 1, 2023, all current bargaining unit employees shall receive a wage increase of six percent (6%).

Section 12.2(b) Effective January 1, 2024 all current bargaining unit employees shall receive a wage increase of three percent (3%).

ARTICLE 13

RETIREMENT PLANS

The Employer shall pay contributions of each participant's gross pay into the Employer's 401(k) Retirement Plan account of each employee on a monthly basis. Participating employees will receive a match from the Employer equal to the employee's contribution up to 4% of the employee's annual salary. No Employer retirement contributions will be made for new hires until after working six (6) months during their first year of employment.

ARTICLE 14

NON-DISCRIMINATION

The Union and the Employer agree that there shall be no unlawful discrimination against any employee in matters of hiring, training, promotion, transfer, layoff, or discharge because of characteristic/status protected by law.

ARTICLE 15

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 16

GRIEVANCE/ARBITRATION PROCEDURE

Section 16.1 PURPOSE The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

Section 16.2 DEFINITION OF GRIEVANCES A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of a written term of this Agreement.

Section 16.3 TIME LIMITS Time limits within the grievance procedure may be waived or extended by the mutual written agreement of both Parties. Reasonable extensions of timelines

shall not be denied.

Section 16.4 SUBMISSION OF GRIEVANCES AND RESPONSES All grievances, responses, and requests for arbitration shall be submitted by electronic mail.

Section 16.5 GRIEVANCES TO INCLUDE:

1. the specific written term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
 2. the date on which the alleged grievance occurred; and
 3. the remedy sought.
- a) **Step 1.** The employee and/or Shop Steward and/or Union Representative shall submit the grievance within fourteen (14) calendar days of the act or occurrence giving rise to the grievance to the People, Culture & Technology Department. A grievance meeting that includes the grievant and Shop Steward and/or Union Representative shall be held within fourteen (14) calendar days of the receipt of the written grievance and the Chief People, Culture and Technology Officer, or her/his designee, shall issue a written response within fourteen (14) calendar days following the Step 1 grievance meeting.
- b) **Step 2.** Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the President and CEO, or her/his designee, for her/his consideration. A grievance meeting that includes the grievant and Union Representative shall be held within fourteen (14) calendar days of the receipt of the Step 2 grievance and the President and CEO or designee shall respond in writing to the grievance within fourteen (14) calendar days following the Step 2 grievance meeting.
- c) **Mediation.** If no resolution of the grievance occurs at Step 2, either party within fourteen (14) calendar days following the written answer from the President and CEO may request a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator. If both parties agree to mediate, the matter will go to mediation. The expenses and fees of the mediator and the cost (if any) of mediation facilities will be shared equally between the parties. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the mediation.
- d) **Arbitration.** Within thirty (30) calendar days of either 1) the decision of the President and CEO or his/her designee, 2) after the mediation process is concluded, or 3) after mediation is declined by one of the parties, whichever is later, the Union may request binding arbitration of the grievance, stating the issue to be arbitrated. The parties will attempt to select a neutral disinterested party to serve as arbitrator. The expenses and fees of the arbitrator and the cost (if any) of arbitration facilities will be shared equally between the parties. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the arbitration.
- e) **Arbitrator Selection.** In the event the Employer and the Union are unable to agree upon an arbitrator within fourteen (14) calendar days from the date of either party's

request for arbitration, the moving party will request and pay the Federal Mediation and Conciliation Service to name a panel of eleven (11) qualified and approved arbitrators from either the States of Washington, Oregon and/or Idaho. The parties will then choose the arbitrator by alternately striking a name from the list until one name remains, with the order of striking the names determined by the flip of a coin. Once an arbitrator is selected, the arbitrator shall be notified of the selection by a joint letter from the Employer and Union requesting that the arbitrator set a date, time and place subject to the availability of the Employer and Union representatives. The parties agree that the expense of the arbitrator will be borne equally by both parties except that each party shall be responsible for the expense of their own advocates and witnesses.

- f) Any decisions within the jurisdiction of the arbitrator will be final and binding upon the parties. The arbitrator will have authority to interpret the terms of the Agreement, but will not have the authority to function outside the terms of this Agreement, or to decide any issues not submitted. The arbitrator will not give any decision which modifies, revises, detracts from or adds to any terms or provisions of this Agreement. The arbitrator should issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later.

ARTICLE 17

NO STRIKE NO LOCKOUT

The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful appropriate means without the interruption of the work of the program. The Union therefore agrees that there shall be no strikes, including sympathy strikes, during the term of this Agreement. The Employer agrees there shall be no form of lockout during the term of this Agreement.

ARTICLE 18

HEALTH AND SAFETY

Section 18.1 GENERAL The Employer agrees to comply with all applicable health and safety laws and regulations.

Section 18.2 SAFETY COMMITTEE A Safety Committee shall be established consisting of at least two (2) Employer representatives and two (2) employee representatives who shall meet at least quarterly to review safety issues and recommend improvements.

ARTICLE 19

LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor-Management Committee which will meet at least quarterly during the term of this Agreement to discuss matters of mutual concern. The Committee shall consist of the Chief People, Culture and Technology Officer and not more

than three (3) representatives designated by the Employer, as well as the Union Representative and not more than three (3) employee representatives designated by the Union. Employee representatives to the Labor-Management Committee meetings will experience no loss in pay for attending such meetings. The parties shall agree to an agenda in advance of regular meetings of the Committee. The Committee may also hold additional meetings by mutual agreement and such meetings shall be scheduled no later than thirty (30) calendar days following receipt of a request for a Labor-Management meeting.

ARTICLE 20

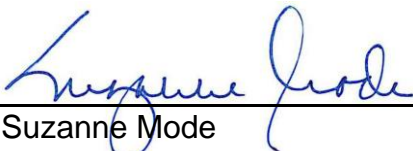
TERMINATION AND RENEWAL


This Agreement shall be in full force and effect until July 31, 2025, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement.


EXECUTED in Seattle, Washington this 10th day of August 2023.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION
LOCAL NO. 8, AFL-CIO**

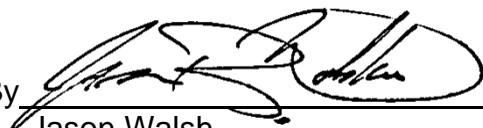
FORTERRA

By 
Suzanne Mode
Business Manager

By 
Michelle Connor (Aug 10, 2023 15:11 PDT)
Michelle Connor
President and CEO

By 
Phoebe Feldsher
Union Representative

By 
Ash Lehto
Bargaining Team Member

By 
Jason Walsh
Bargaining Team Member