

Agreement  
By & Between

Fiskars Brands, Inc.,  
Portland, OR, Gerber Plant  
And  
District Lodge No. W24 and  
Willamette Lodge Local 63

Effective

January 1, 2022  
through  
December 31, 2024

January 1, 2022  
AGREEMENT (Preamble)

THIS AGREEMENT, made and entered into on \_\_\_\_\_, between Fiskars Brands, Inc., Portland, OR, Gerber Plant or its successor (hereinafter called the Company) and the International Association of Machinists and Aerospace Workers, District Lodge No. W24 and Willamette Lodge Local 63, AFL-CIO, of Portland, Oregon, hereinafter referred to as the "Union".

In the event of a sale or merger of the Company or a part thereof, the successors, assigns, and transferees shall recognize the Union as the exclusive representative of the bargaining unit employees of the Gerber Plant.

The purpose of this Agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and fair disposition of grievances, to promote and maintain mutually-satisfactory industrial and economical relationships between the Company and the Union and to provide understandings between the parties as to wage, hours, rates of pay, and other conditions of employment.

**INDEX**

AGREEMENT DATED JANUARY 1, 2022, BY AND BETWEEN FISKARS BRANDS, INC., PORTLAND, OR, GERBER PLANT DIVISION AND THE INTERNATIONAL ASSOCIATION OF MACHNISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. W24 AND WILLAMETTE LODGE LOCAL 63, AFL-CIO (UNION).

<b><u>SECTION</u></b>	<b>PAGE NUMBER</b>
Title Page.....	1
Preamble.....	2
Index.....	3
Section 1. Duration of Agreement .....	4
Section 2. Recognition.....	4
Section 3. Rights of the Parties .....	5
Section 4. Bulletin Boards .....	5
Section 5. Union Representatives .....	5
Section 6. Legal Separability .....	6
Section 7. No Interruption of Work .....	6
Section 8. Union Access to Company Establishment.....	7
Section 9. Grievance Procedure.....	7
Section 10. New Employee Orientation.....	9
Section 11. Seniority.....	9
Section 12 Health and Welfare .....	11
Section 13. Dental Plan.....	11
Section 14. Short Term Disability .....	11
Section 15. Life Insurance .....	11
Section 16. On The Job Injury .....	11
Section 17. Hours of Work .....	12
Section 18. Absenteeism.....	13
Section 19. PTO.....	14
Section 20. Holiday Pay and Holidays .....	16
Section 21. Bereavement Leave.....	16
Section 22. Leave of Absence.....	17
Section 23. Job Openings & Training.....	17
Section 24. Wage Rates .....	21

## **Section 1. Duration of Agreement**

1.1 The Agreement will become effective January 01, 2022 and remain in effect through December 31, 2024. Should either party desire to change, modify or terminate the Agreement on December 31, 2022 or any succeeding anniversary date, written notice must be given to the party at least 60 days prior to December 31, 2024 or any succeeding anniversary date. If such notice is not given, the Agreement shall be automatically renewed for an additional period of one year. The Agreement may be modified by mutual agreement of the parties.

1.2 Within ten (10) days after the receipt of said notice, the parties to this Agreement will meet to set a schedule to commence negotiations.

## **Section 2. Recognition**

2.1 The Company recognizes the Union as the sole and exclusive bargaining agency for all of its employees in the bargaining unit at the Portland facility located at 14200 SW 72<sup>nd</sup> Avenue, for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment. The bargaining unit consists of all production and maintenance employees of the Employer, excluding all office clerical employees, professional employees, guards and supervisors as defined in the Act and all temporary employees and temporary agencies not addressed by this agreement.

2.2 Union Membership. As a condition of employment, Union membership is voluntary. Any employee who elects to become a Union member shall maintain that membership; provided, however, that any employee who is a member of the Union shall have the option, during the thirty (30) business day period following ratification or the thirty (30) day business period before each anniversary date of this Agreement, to resign from the Union, effective immediately upon the date written notice of resignation is provided to the Union.

2.3 Upon receipt of a signed authorization from the employee involved, the Company shall deduct from the employee's pay an amount necessary to satisfy the financial obligations to the Union during the period provided in said authorization. The amount will be certified by the Secretary Treasurer of the District Lodge. Deductions shall be made from the 1<sup>st</sup> pay of the employee after receipt of the authorization and monthly thereafter from the 1<sup>st</sup> pay in each month.

2.4 Deductions provided in Section 2.2 shall be remitted to the financial secretary of the Union no later than the 10<sup>th</sup> day of the month following the month in which the deduction was made and shall include all deductions made in the previous month. The Company shall furnish the Secretary Treasurer of the District Lodge, monthly, with a record of those for whom deductions have been made and the amounts of the deduction, and the names of the employees for whom deductions were not made and the reasons they were not made. To the fullest extent possible, the Company shall remit dues and membership records electronically to the Union.



2.5 The parties agree that the check-off authorization shall be made as is in the current form Addendum D in a substantially similar form.

### **Section 3. Rights of the Parties**

3.1 Union Rights. The Union has all rights which are specified in the subsequent sections of this agreement and in the statements of policy which are made a part of this agreement and retains all rights granted by law except as such rights may be limited by provisions of this agreement.

3.2 Company Rights. The operation of the Gerber Plant and the direction of all employees, including the making and enforcing of reasonable rules to assure orderly and efficient plant operations, the determination of employee competency, the right to hire, transfer, to promote, to demote, to suspend, to discharge, or otherwise discipline for cause, to lay off for lack of work, are rights vested in the management of the Company.

It is further agreed that the direction of the working forces, the right to plan, direct, and control plant operations, the right to introduce new or improved production methods or facilities, the amount of employees or supervision necessary, the right to place work with outside contractors, combining or splitting up departments, schedules of production, establishment of standards of quality and quantity, determination of the extent to which the Gerber Plant will be operated, and the production or employment to be increased or decreased are vested exclusively in the Company.

The Company retains all rights except as those rights are limited by the subsequent sections of this agreement and in the statements of policy which are made a part of this agreement. Nothing anywhere in this agreement (for example, but not limited to the recognition and/or arbitration sections) shall be construed to impair the right of the Company to conduct all its business in all particulars except as modified by the subsequent sections of this agreement.

### **Section 4. Bulletin Boards**

The Company will provide a maximum of two (2) standard size bulletin boards for the purpose of posting union notices. The bulletin boards will be placed in areas designated by the Company and are subject to relocation as changes in the facilities mandates. The bulletin boards will have a door, or doors, with locks. The Company and the Union shall each have a set of keys for these bulletin boards. Maintaining the bulletin boards in a neat and orderly manner is the sole responsibility of the Union. The Company has the right to inspect and remove any posting deemed inappropriate.

### **Section 5. Union Representatives**

Authorized Business representatives, not to exceed two people, shall have access to bargaining unit employees for the purpose of addressing existing grievances. The visits will be conducted during normal business hours, provided the Representative(s) has given sufficient notification to a Human Resource representative, prior to the desired meeting. Business Representatives must use normal and typical guest sign-in procedures at the main lobby entrance. In addition, a maximum time limit of two hours per existing grievance issue will be allowed, with a maximum of two existing grievances being

addressed back to back in anyone business day, or a total of four hours of meeting time, whichever is less, unless otherwise mutually agreed upon by both the Company and the union. A specific meeting area(s) will be designated by the Company. All meetings will be limited to the designated area unless otherwise approved by Human Resource management personnel. In the event, an investigation or inspection is necessary the Union Representative will be allowed access to the plant upon pre-approval by a Human Resources Representative.

5.1 Shop Stewards shall be designated by Willamette Lodge Local 63 to represent the Union in each department and on all shifts. Shop Stewards shall have at least one (1) year of service with the Company and perform their duties as stewards in such a way to cause the least interference with their duties as employees. The use of a shop steward to represent an employee is not automatic and must be requested by the employee during investigatory interviews. Lead Person and Key Person employees cannot be designated as Shop Stewards.

Where grievance handling activity occurs during regular working hours the Shop Steward will not lose pay, subject to a one (1) hour maximum time limit allowed for each representation. It is understood the time so spent will be reasonable.

The Company will grant time to handle grievances upon request of a Shop Steward. When circumstances prevent the immediate release of the Shop Steward to handle grievances, such request will be granted within a reasonable time.

#### **Section 6. Legal Separability**

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 and decree of a court of competent jurisdiction, such invalidation or such part or portion of this agreement shall not invalidate the remaining portions hereof; provided however, upon such invalidation the parties agree immediately to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

#### **Section 7. No Interruption of Work**

It is agreed that there shall be no strike, walkout, refusal to report for work, or other interruption of work by the Union or any employee during the period of this Agreement. It is agreed there shall be no lockouts by the Company during the period of this Agreement. It shall not be a violation of this Agreement for employee covered by this Agreement to refuse to cross a picket line established by any other Union representing employees in the plant of the Employer, if such employees are engaged in a strike which is properly sanctioned.

It shall not be a violation for an employee to refuse to go through a lawful primary picket line established by a bona fide Union which is recognized and sanctioned by the International Association of Machinists and Aerospace Workers, AFL-CIO, and properly sanctioned by the Northwest Oregon Labor Council of Portland, Oregon.

The Union is not in favor of sympathetic strikes and will do everything in its power to prevent them during the term of this Agreement.

In the event that in violation of the provisions of the preceding paragraph, a strike, walkout, refusal to report for work, or other interruption of work shall occur, the Union shall not be subject to financial liability for such violation provided that the Union, immediately after the beginning of such violation, shall have (1) publicly declared such action a violation of this Agreement, and (2) in utmost good faith used its best efforts to terminate such violation; it being further agreed that any employee participating in such violation shall in the discretion of the Company be subject to immediate discharge or other disciplinary action.

### **Section 8. Union Access to Company Establishment**

The Union shall have access to the Portland facilities to negotiate contracts, or contract proposals or to hold general meetings. All labor negotiating meetings will be held at a mutually agreed upon location, the expense (if any) to be mutually shared by the Company and the Union.

Other related meetings may be held at the Portland facility with Company approval, and the Union agrees to give the Company 48 hours notice of any meeting. No meeting will be allowed during the Company time unless approved by the Company.

### **Section 9. Grievance Procedure**

9.1 Should differences arise between the Company and its employees, either individually or collectively, as to the interpretation and/or application of the provisions of this Agreement, an effort shall be made to settle any such differences at the earliest possible time by use of the following procedure.

9.1.1 FIRST STEP: An employee, with or without, a shop steward or grievance committee member (at the employee's choice), or a shop steward or grievance committee member shall verbally present his/her grievance to his/her department supervisor within fifteen (15) working days of the alleged violation. If a grievance is submitted by a shop steward or grievance committee member he/she will identify in writing the employees affected by the alleged violation.

If the grievance is not resolved in verbal discussion with the supervisor, the aggrieved employee will then have ten (10) working days to present the grievance in writing, co-signed by the shop steward or grievance committee member, to the department supervisor. The supervisor will answer the grievance in writing within four (4) working days.

9.1.2 SECOND STEP: If the grievance is not resolved in the First Step, 9.1.1 above, the aggrieved employee, with or without, his/her shop steward or grievance committee member shall present the grievance within four (4) working days to the designated area manager or his/her designee. The respective manager will answer the grievance in writing within seven (7) working days.

9.1.3 THIRD STEP: If the grievance has not been satisfactorily resolved in the Second Step, 9.1.2, it shall be presented by the Union in writing within three (3) working days to the Plant Manager or his/her designated representative, who may schedule a meeting within two (2) weeks, to be taken up between the grievant, his/her shop steward or grievance committee member, the Business Representative, and the Plant Manager or his/her designated representative. The respective manager will answer the grievance in writing within seven (7) working days. The answer will be forwarded to the Business Representative.

9.1.4 FOURTH STEP: If no satisfactory settlement has been reached in the Third Step, 9.1.3, the matter may be submitted to arbitration within fifteen (15) working days from the date of the meeting under the Third Step. The grievance shall be considered submitted to arbitration by the notification by the Union in writing to the Company within such fifteen (15) days of its desire to take the matter to arbitration whereupon:

9.1.4.1 The Company and the Union will try to mutually agree on an arbitrator.

9.1.4.2 If the Company and the Union are unable to agree upon an arbitrator, the matter will be submitted to the Federal Mediation and Conciliation Service. If the parties are unable to agree on an arbitrator from the panel of seven (7) arbitrators submitted by the Federal Mediation and Conciliation Service, each party shall exercise three (3) vetoes. One party shall have the first, third and fifth vetoes and the other party shall have the second, fourth and sixth vetoes in an order to be agreed upon. The arbitrator who remains after the six (6) vetoes are exercised shall be the arbitrator of the particular grievance to be submitted.

9.1.4.3 The decision or award of the arbitrator shall be binding upon the Company and the Union. The arbitrator shall have jurisdiction only over disputes arising out of grievances regarding and/or application of the existing agreement. The arbitrator shall have no authority to add to, or subtract from, or amend or modify in any way the terms, conditions or provisions of this Agreement.

The decision of the arbitrator may or may not include back pay, provided, however, that any back pay award shall not be in excess of ninety (90) working days from the date of discharge or disciplinary suspension.

If the Arbitrator shall award back wages covering the period of the employee(s)' separation from the payroll of the Company, the amount so awarded shall be less any unemployment compensation received or compensation which the employee would not have earned had he/she not be suspended or discharged.

The expenses, wages, and other compensation of any witnesses called before the arbitrator shall be borne by the party calling such witnesses. Other expenses

incurred, such as wages of the participants, preparation of briefs, and data to be presented to the arbitrator, cost of a shorthand reporter and of the original transcript, shall be borne separately by the respective parties.

The arbitrator's fee and expenses and the cost of any hearing room, shall be borne equally by the Union and the Company.

9.2 The foregoing procedure is the exclusive means available to the Union and the Company in settling grievances as defined which arise under this Agreement. If written grievances are not processed by the Union in accordance with the foregoing procedure, they shall be considered dropped, and not eligible for resubmission. If the written grievance is not processed by the Company in accordance with the foregoing procedure, the grievance will be upheld. However, the time limitation contained in this grievance procedure may be extended by mutual agreement of the parties.

9.3 A grievant, steward or grievance committee member who attends first, second or third step grievance meetings during his/her normally-scheduled shift shall be paid straight time wages for the period of the meeting. Compensation will not be paid for meetings held outside the employee's normally scheduled shift.

9.4 After a period of 32 months from the issue date of a warning (at any step), said warning will no longer be considered active for the purposes of progressive discipline, so long as no additional writeups have been issued after the initial issue date.

#### **Section 10. New Employee Orientation**

During new hire orientation, the Company will provide materials furnished by the Union which can include, Collective Bargaining Agreement and Union representative contact information. As part of the building tour provided by the Company, the existence and location of union bulletin boards will be pointed out. The name(s) of the new hire(s) will be provided to the Union on a monthly basis. Where a Steward exists on working shift, a brief introduction to the Union Shop Steward will be completed within one week of hire. During the introduction to the Shop Steward, HR will offer an opportunity to the employee to meet with the Shop Steward for up to 30 minutes on Company time to be arranged and coordinated by HR. The employee will be given up to 30 days from the introduction date to make the request for this meeting. Shop Steward may follow up with HR to ask for a status update on the request.

#### **Section 11. Seniority**

11.1 Seniority shall be computed from the time of the employee's employment in the bargaining unit.

11.2 Seniority shall be defined as total length of continuous service as an employee in the bargaining unit.

11.3 In the case of increasing or decreasing forces, the Company shall practice the principles of seniority rights in every reasonable way with due regard to each employee's ability to do the work and the employee's performance and efficiency (the employee

must be able to perform the job without training). An employee will be given a trial period of one (1) to five (5) days to demonstrate his/her ability to perform the job in a manner satisfactory to the Company.

An employee to be laid off will be able to bump an employee with less seniority if he/she is able to perform the job without training and in a manner that is satisfactory to the Company. Bumping is allowed only to jobs of equal or lower classification. An employee bumping into another job will be paid his/her current rate of pay or the top of the range associated with that job; whichever is lower.

11.4 Upon layoff, the employee shall execute a layoff form, indicating whether or not he/she would be willing to be recalled to a job at a lower rate of pay than his/her regular job and for which he/she is qualified and can perform without training; stating his/her current address and telephone number, and confirming that he/she will furnish the Company with any change of address or telephone number. If the employee fails to inform the Company, the Company will not be obligated to recall the employee to a lower rate job. Failure to keep the Company informed on changes of address and/or telephone number could cause the employee to lose seniority (see 11.5).

11.5 Seniority shall be forfeited when an employee:

A. Quits or is terminated for just cause. The employer shall be the sole judge of the existence and sufficiency of cause, which said judgment shall not be arbitrarily or capriciously exercised.

B. Is absent from work for three (3) consecutive working days without notification to the Company.

C. Fails to report for work at the expiration of a leave of absence unless mutually extended.

D. Fails to report for work after a layoff within five (5) working days after being notified by telephone or certified letter based on current employee record. If notice of recall is made by certified mail and the notice is returned as "undeliverable" or "refused", the five (5) calendar day report date will be determined from the date of mailing of the notice.

E. Is off work because of injury or illness for eighteen (18) months, or reduction in force for eighteen (18) months, except, employees who are off work due to injury or illness arising out of employment shall continue as employees for such period as is required by the provisions of ORS 659.415 and ORS 659.420.

The Union will receive written notification of any loss of seniority covered in this clause.

11.6 An employee who is promoted to a job outside the bargaining unit shall not lose his/her seniority except as outlined below. Employees returned to a job within the



bargaining unit may, at the Company's discretion, be returned to the work force at the highest position open in accordance with the principles of seniority and his/her ability to perform the work. After eighteen months, all seniority will be forfeited.

11.7 A seniority roster showing each employee's name and date of hire may be requested by the Union Representative and Shop Stewards either by email or by hand. Delivery of requested roster will be completed within 7 business days via email.

### **Section 12 Health and Welfare**

The Company will provide Medical Coverage, for the period of January 1, 2022 and ending December 31, 2024. Employee monthly co-payment will be deducted pre-tax (125H). In the case of premium or plan changes, the pre-tax deductions will be adjusted automatically. The benefits provided will be those determined by the Company and described in printed material periodically issued by the Company to employees covered by this agreement.

Cost sharing for 2022, 2023, and 2024 will be the same for bargaining unit employees as the rest of the non-exempt employees in the Company.

### **Section 13. Dental Plan**

The Company will provide Dental Coverage, for the period of January 1, 2022 and ending December 31, 2024. Employee monthly co-payment will be deducted pre-tax (125H). In the case of premium or plan changes, the pre-tax deductions will be adjusted automatically. The benefits provided will be those determined by the Company and described in printed material periodically issued by the Company to employees covered by this agreement.

Cost sharing for 2022, 2023, and 2024 will be the same for bargaining unit employees as the rest of the non-exempt employees in the Company.

### **Section 14. Short Term Disability**

14.1 The Company will provide short term disability coverage or coverage equivalent thereto, in the amount of 60% of your base wage, up to \$600 per week, for a maximum of 19 weeks, starting the first day - accident, 4th day - illness.

14.2 Company shall comply with workplace safety protocols as recommended by applicable agencies including but not limited to OSHA, OHA, and CDC.

### **Section 15. Life Insurance**

The Company will provide for each eligible employee a life insurance policy in the amount 2x the employee's base salary. The company will also provide each eligible employee with an accidental death and dismemberment policy at 2x the employee's base salary.

### **Section 16. On The Job Injury**

Employees injured on the job will be paid for their full shift on the day of the accident if unable to resume work following the injury because of doctor's instructions. Employees

able to resume work on the day of injury will be paid for time lost in medical treatment on that day. Employees will be made whole for any time loss incurred to take a drug and alcohol test at the Company's direction.

### **Section 17. Hours of Work**

17.1 For a basis of understanding, "Normal pay" shall be equal to an employee's base pay PLUS differential for their scheduled shift.

The work week begins on Monday at 12:00AM and end Sunday at 11:59PM. For the purpose of compensation, the work week will consist of seven (7) consecutive twenty-four (24) hour periods.

Eight and Ten hours shifts include time for a 30 minute meal on the employee's time.

Twelve hour shifts include a 30 minute paid meal period. Employees working a scheduled twelve (12) hour shift will work a minimum of thirty-six (36) hours in a work week and will be paid as if they have worked forty (40) hours in a work week.

Shift differentials shall be calculated as follows and applied to all hours scheduled for the applicable work week:

Detail	Differential
Start time between 4AM-2:30PM	\$0
Start time between 2:30PM-10PM	\$0.60
Shift includes a Saturday OR Sunday	\$1.25

17.2 Shift changes are occasionally necessary on a temporary basis (not to exceed 45 days) and will abide by the following guidelines for notice and pay. The Company may assign and schedule shifts at its discretion upon seven (7) days notice. The Company agrees to meet with the on-site Shop Steward to communicate any schedule change before employees are notified. The Company will inform the Union of the start and projected stop dates of any such shift change.

17.3 Employees in the same job may swap or change shifts with each other by submitting the request in writing to the Company. Permission to change shifts will be reviewed and scheduled at the discretion of the Company. The union will be notified prior to making the change.

17.4 Manufacturing overtime rules shall be maintained in accordance with applicable state and federal law.

If work is performed on a Fiskars recognized Holiday it will be paid at a rate of one and one-half (1 ½) times Normal Rate, plus Holiday pay for the day. [See Addendum A]



Upon completion of fifty (50) hours of compensated time, except for sick pay, in a work week, additional hours worked in that pay week will be paid at double time of normal rate.

17.5 The Company, whenever possible, shall endeavor to give no less than two (2) working days notice of unscheduled overtime work requirements except in the case of an emergency, i.e., rush order, heavy work load, breakdowns etc. Overtime manpower requirements will be filled on a voluntary basis first. A voluntary overtime sign-up roster for work will be located on the bulletin board monthly, and a copy will be available by request for the Union.

Voluntary overtime will be awarded off of the overtime sign up list in the following order:

1. Employee(s) normally performing the job.
2. Employee(s) inside of the department where the work is to be performed. Where skill and ability are equal, seniority will prevail.
3. Volunteers (including temporary/contract workers) with skill and ability for the role (on or off the sign-up list); with preference given to seniority.

If more needs exist, overtime may then become mandatory and may be department specific. Mandatory overtime will be assigned in the following order:

1. Temporary/contract employee(s) who are currently performing the role.
2. Employee(s) inside of the department where the work is to be performed by seniority in reverse order.
3. Employee(s) outside of the department where the work is to be performed by seniority in reverse order.

Emergency Overtime Situations – when timing does not allow for the standard overtime selection to apply, Company can assign overtime, where skill and ability are equal, seniority in reverse order will prevail.

17.6 Those employees who sign up for voluntary overtime will be asked before they are required to work. A posting of employees required to work overtime, will be placed on the bulletin board and a copy will be made available by request to the Union. If an employee has agreed to an overtime assignment, they will be required to work unless released from the required work by the department supervisor.

### **Section 18. Absenteeism**

In general, the absenteeism policy rules are not all inclusive, and situations not covered herein will be determined by the Company on an individual basis. Any disputes arising from the policy may be processed through the grievance procedure. If an Employee does not call and does not show for three consecutive days, said Employee will be considered to have terminated voluntarily.

## Section 19. PTO

### 19.1 PTO Accrual

The Company provides employees with paid time off (“PTO”) as an all-purpose time off benefit that may be used for vacation, illness or injury, or personal business.

PTO is calculated on a yearly basis according to your start of work anniversary (“Benefit year”). PTO starts to accrue on the employees first day of employment and may be used as it is accrued.

PTO is paid at the Normal Rate; overtime or any other special forms of compensation such as incentives, bonuses, or commissions shall not apply.

The amount of PTO received each year is based on your length of service as follows:

Years of Employment	Accrual Rate Pay Per Paycheck	Earned Hours/YR
1	4	104
2	5.54	144
5	6.47	168
10	7.08	184
15	8.62	224
20	9.55	248
25	10.15	264

PTO must be taken within the 12-month period following the employee’s anniversary date upon which the PTO was earned.

Employees may carry over up to 100 hours of PTO into the succeeding Benefit year.

### 19.2 Planned PTO Use

PTO usage shall be determined by mutual agreement where possible. An employee may request a PTO day by completing a request form and submitting the request to the supervisor for approval. Whether a request for a PTO day will be granted will depend upon a review of the merits of the individual case, and the effect the absence will have on the workload and the performance of the department. See Company Handbook for further details and guidelines.

PTO length:	Must request by:
1 day	24 hours before PTO
2 days – 2 weeks	5 days before PTO
+2 weeks	10 days before PTO

Once an employee submits a written request to their supervisor, the employee will receive a returned copy within one (1) working day for request of two (2) weeks or less,

and three (3) working days for requests of more than two (2) weeks of the approved or denied PTO request.

### 19.3 Unplanned PTO Use

Unplanned PTO is defined as time required off without advance notice. Unplanned PTO may occur for various reasons including, but not limited to, when an employee needs to utilize PTO within the guidelines of Oregon's Sick leave Policy (ORS 653-601-653.991). Where PTO is used within the guidelines of Oregon's Sick leave Policy, the Company will follow state and local law where its policy may be in conflict.

If an Employee requires the use of unplanned PTO, notification to the Company should be given at least three (3) hours in advance of the start of your workday. The Employee must notify the Company on each additional day of unexpected absence.

Oregon's Sick Leave Policy requirements allow for up to 40 hours of PTO to be utilized for the conditions outlined below without penalty per calendar year. In accordance with these requirements, employees that utilize PTO for this reason will not receive occurrences for up to 40 hours of use per calendar year. For ease of discussion, we will refer to these hours as "Excused PTO".

Qualifying reasons for use of Excused PTO include:

- To care for your own or a family member's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or need for preventative medical care.
- For any purposes allowed under the Oregon Family leave Act (OFLA), such as bereavement leave, caring for a newborn child or newly adopted/foster child, or child sick leave.
- For any purpose allowed under Oregon's domestic violence, harassment, sexual assault, or stalking law.
- During a public health emergency, including a general or specific public health emergency, or when employees must be excluded from the workplace by law or rule for health reasons.

The Company may require the Employee to submit documentation to support use of Excused PTO under the following circumstances:

- An employee's leave exceeds three consecutive days on which you are scheduled to work.
- The leave requested is foreseeable and is projected to last more than three consecutively scheduled workdays
- Leave begins without providing notice required by this sick leave policy; or
- The Company has a reasonable concern regarding the stated purpose of the leave.

On a quarterly basis, the Company will post the current balance of excused PTO for each employee.

Employees will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable local, state, and federal law.

#### 19.4 Separation of Employment

In the event of separation of employment, the Employee shall be paid out for any unused PTO that has been earned through the last day of work.

#### 19.5 Yearly vacation open request period

During the month of January, employees will have the option to submit up to 2 weeks (80 hours) of vacation time. These requests will be considered based on seniority and department needs. Requests will need to be turned in by the end of the third week of January. Vacation days will be approved and communicated back to the employee by January 31st for that calendar year. After January 31st, vacation requests will be considered based on first come first serve.

### **Section 20. Holiday Pay and Holidays**

Employees will receive a total of 88 holiday hours per year. Holiday hours will be applied to the appropriate Company observed holidays for the employees shift as noted in Addendum B.

Holiday hours in excess of the Company observed holidays will be provided as floating holiday hours. Floating holiday hours are offered on a calendar year basis and if not utilized by December 31 of that year, will be forfeited. All floating holiday hours must be prearranged and approved by the employee's supervisor, similar to the scheduling of vacation hours.

To be eligible for pay in recognition of a Company holiday, the employee must have worked a shift on the scheduled work day prior to, and the scheduled work day following the holiday, unless excused by the Company.

Annually the company will provide the union an updated Addendum B to be reviewed and mutually agreed upon.

### **Section 21. Bereavement Leave**

Employees having a death in their immediate family, including siblings and siblings-in-law, shall be granted a maximum of three (3) working days paid leave to attend the funeral or grieving period and additional unpaid time off as permitted by applicable law. Upon request, the employee shall provide proof of the death and the relationship to the employee.

## **Section 22. Leave of Absence**

22.1 Leave of absence without pay may be granted by the Company when necessary upon request of the employee. Application for leave of absence shall be made upon a form provided by the company and shall originate between the employee and his/her supervisor. Such leave will be granted upon reasonable and adequate proof of need. Personal leaves of absence are for a maximum of 30 calendar days, renewable if conditions warrant, and any scheduled or allowed vacation days in addition to said thirty (30) days, provided the vacation days are used first. During this period, such employee will report in person or in writing to the Human Resources Department once every three months. An employee failing to report as specified will be considered terminated unless reasonable excuse is given. This may be extended by mutual agreement between the Company and the Union.

### 22.2 Leave for Union Business

Any local Union member who is an employee of the Company shall be given, upon written request from the employee and the Union, a leave of absence without pay for Union business. Such request shall be made in advance with seven (7) calendar days notice to the Company. No more than three (3) Union members may be on Union leave at any one time. This is for the production needs of the Company.

The Union will be granted up to a total of thirty-five (35) days per year for all Union business and no more unless mutually agreed to by the Company. The Company will provide its best efforts to accommodate requested leave for Union business. During periods of contract negotiations the Company may approve leave for union business on a case by case basis.

## **Section 23. Job Openings & Training**

23.1 Temporary job openings, i.e., jobs not requiring coverage in excess of one hundred fifty (150) calendar days, unless mutually agreed to extend, are not covered under this section and need not be posted. These temporary positions may be filled either by assigning current employees, or by the use of outside temporary help. Current employees assigned to temporary job openings will be paid a premium as follows:

- Out of position - \$0.95
- Acting as a Key Person - \$1.05
- Acting as a Lead - \$1.20

Employees assigned to work out of position for any period of time will be paid the premium for their entire scheduled shift.

23.2 Full-time job openings, i.e., jobs requiring coverage for greater time than outlined in section 5.1, above, except during time of layoff or reduction of work force, or when restoring employees to their former jobs during recall, will be filled using the following procedure:

A. The Union representative and the shop stewards will be notified in advance of all newly created positions and positions that have significantly changed prior to announcement of the new classification wage rate of the new or changed positions. After agreement, then the bargaining unit will be notified of all newly created positions and positions that have changed significantly, i.e., hand operation to automated operation. The company will have sole judgement, which shall not be arbitrarily or capriciously exercised in determining the new classification wage rate of the new or changed position.

Company will create a binder to contain all active Union job descriptions. The initial set will be dated and effective with ratification date. Any future changes will be documented and a newly dated copy will replace the previous version in the binder and made available to the Union. The binder will be stored in HR and a copy provided to the Union upon written request. Employees may view the binder at any time. Copies of any job description will be provided to an employee upon request.

B. All job openings, including newly created jobs, will be posted on the central bulletin board by the Company for a minimum of three (3) full days for each active shift at the time of the posting. The job posting will contain job title, qualifications required (some jobs will include actual job experience), minimum job tier, department, and shift. Upon request, the Company will provide to the Union a list of all employees who sign up for the job, inclusive of any temporary or contract employees that could be considered for the job. The Company may take up to ten (10) days to decide the outcome of the job posting. A job posting expires after thirty (30) days and must be reposted if necessary to fill. Job postings with no qualified employees signed up may be externally recruited for whether through a contract employer (temp to hire) or direct hire regardless of time taken to fill. The Company and Union commit to comply with this language.

C. Job openings will be filled by the selection of the employee, temporary, or contract employee that signed the job posting, first on the basis of skill and ability and second on the basis of seniority. When skill and ability are deemed to be equal, the person with the most seniority will be awarded the job. The Company will be the sole judge of a person's ability, which said judgment will not be arbitrarily or capriciously exercised. If there are no individuals with the necessary skills and abilities for the open position, the Company may recruit externally. The hired individual(s) will be hired on a direct permanent placement or through a temp-to hire agreement.

The Company will provide a trial period of at least 120 working hours and not more than 160 working hours to demonstrate his/her ability to perform the job to the satisfaction of the Company. Additional trial period days may be given based on the specific job being filled. Agreement between the Company and the Union will be in writing to outline the additional need. An employee deemed not qualified shall be returned to his/her former job and pay rate. If the employee finds the job unacceptable at any time during the trial period, he/she may request to be returned to his/her former job and pay rate. Every effort will be put forth to grant the request if the former

position is available. Incidents of excessive scrap, safety violations, excessive damage to company property, or loss of company property which occur prior to the minimum trial time requirement give the Company the right to end the trial period immediately and return the employee to their former position in accordance with the provisions of the contract.

D. Employees may sign for any job postings (See Section 23.2 E for exceptions).

An employee transferring to a position with a wage band having a higher minimum than their current rate, will receive the greater of either \$0.75 per hour or an increase in pay to match the minimum rate of the new job on the effective date of the new job. Employees currently receiving more than the wage band minimum they are entering will receive up to a \$0.75 per hour increase (not to exceed the maximum of the position tier) on the effective date of the new job.

An employee transferring to a position tier with a wage band having a maximum which is lower than their current rate of pay will enter into a position transition agreement, where pay will remain the same for the duration of the transition. The position transition agreement will cover an accelerated training program. Should the employee be unable to complete the position transition plan, their pay will be reduced to the top of the highest tier completed in the agreement. If the employee is able to complete the position transition agreement and achieve the completed accelerated training, the employee will receive up to a \$0.75 per hour increase (not to exceed the maximum of the position tier) at the beginning of the next pay period.

E. Employees working under the provisions of written warning are not permitted to sign a job posting during the term of the written warning. Written warnings six months old will not prohibit an employee from bidding on jobs. An employee with one written warning relating to absenteeism will be waived by the Company.

F. Training will be executed in a manner to support business needs and actual usage. Training will be managed through an identification and execution manner as follows:

- A) Training requirements will be reviewed and identified quarterly by Factory Management using capacity reporting based on industry forecasting.
- B) Training will be awarded in the following order:
  - 1) In position employees who are eligible for advancement on specific shift necessary in seniority order.
  - 2) Out of position employees on specific shift necessary in seniority order.
- C) Eligibility will be evaluated quarterly once training needs are published in the following manner:
  - 1) Employee training records will be stored electronically and will be accessible by the employee and the supervisors. Employees will be able to see all skills they need to complete for the current tier they are in and will be able to request endorsement for skills as they become trained in them.



- 2) Supervisors will review electronic training records to evaluate whether employee has passed all necessary skills in current tier. If so, the employee is eligible for in position training and shall automatically be included in the training request.
- 3) Out of position employees will be selected through sign up in seniority order on shift required.

G. Selected employees will be assigned a training start date as determined by the Company. The training duration will be identified on the training signups. Training modules will be used for each training opportunity. Each module will include job aid instructions, evaluation criteria, and assessment. The assessment will be completed throughout the training, as well as a final assessment upon completion of the training session. Results will be reported to the employee and the Union steward.

H. Training received in position at a higher tier will result in an increase upon the successful completion of training as follows. A Rating of 3 on the assessment is considered successful.

- Tier 1 to Tier 2 = \$0.50
- Tier 2 to Tier 3 = \$0.70
- Tier 3 to Tier 4 = \$0.85

If the above stated increase does not bring the employee's pay to the minimum of the tier wage band, an additional increase will be made to meet the minimum of the tier wage band.

Training received out of position will result in an immediate pay increase as follows based on assessment rating - Rating 1 = 0.25%; Rating 2 = 0.50%; Rating 3 = 0.75%. If the stated increase would take an employee over the maximum of their tier wage band, the maximum of the band will be applied.

Basic Skills trainings do not result in any increased compensation nor will it be used as a factor in the annual performance review process.

Wage increases will be effective on the first day of the pay period following the end of training.

23.3 (a) The Company reserves the right, both regularly and temporarily to appoint employees to a lead person or key person position. The company will be the sole judge of the lead person's or key person's ability, which said judgment shall not be arbitrarily or capriciously exercised. The Company has the right to use lead persons or key persons to provide feedback to supervisors.

(b) Key and Lead Position holders qualify for training related to safety, quality, and leadership behaviors. These trainings will be held a minimum of 1 time per year and a maximum of 2 times per year. Outlines of the course trainings will be



provided to qualified applicants and a copy to the union prior to the training. At the end of the training, an evaluation will be conducted based on participation, effort, and skills learned. A rating of either 2 or 3 will be given based on the outline's details. Key and Lead position holders will receive a \$0.25 per hour increase with a rating of 2, and a \$0.50 per hour increase with a rating of 3 upon successful completion of the training.

23.4 Supervisors shall act in a supervisory capacity only, and they shall not perform any bargaining unit work or operations, at any time whatsoever, except in the case of emergency or momentary fill-in, or for the purpose of research and the development (R&D) of equipment, or equipment/process training. When R&D or equipment/process training is involved, the Company will give advance notice to the Union Steward.

## **Section 24. Wage Rates**

### **24.1A Annual Performance Reviews/Increases**

Annual performance reviews and increases will be completed by the Company for each active employee. The performance year will be considered April 1 – March 31. Employees must have been active for a minimum of 3 months during the performance year to qualify for an increase.

Each employee will receive a base increase of 1.5% to build from with the additional factors below. The combination of these factors will have a potential payout of up to an additional 1.5%. Total increase per employee not to exceed 3.0%.

- Personal Efficiency – accounts for 0.75%
- Factory Yield- accounts for 0.75%

Personal Efficiencies are posted daily and reviewed with factory leads. Employees are responsible for asking questions regarding their efficiencies at the time of the posting. Factory Yield and Performance to plan details will be posted quarterly for employee review.

Annual pay increases will be applied to all employees with an effective date of July 1.

### **24.1B Quarterly Incentive Program**

The company shall put in place an incentive plan that rewards the Employee on a quarterly basis. The incentive plan may be amended, suspended, terminated, or restarted in whole or in part at any time solely by company decision.

The incentive plan will be published as Addendum C and revised yearly based on targets developed based on business needs.

The incentive plan will be based upon factory efficiency and factory yield and will apply equally to all employees. Eligibility will be defined in the program yearly defined by hours worked in each period.

Incentive plan progress will be published monthly to provide employees with the understanding of the current state of incentive earnings.

The quarterly incentive will be paid out to employees on the 2nd paycheck of the month following the end of the quarter.

24.2 Position and Tier wage bands will be identified in Addendum A. Annually the company will provide the Union an updated Addendum A to be reviewed and mutually agreed upon. New wage bands will be effective each July 1.

24.3 The Company agrees that paydays shall be maintained in accordance with the provisions as set forth under ORS 652.120 (1).

IN WITNESS WHEREOF, the parties have signed their names and affixed the signatures of their duly authorized representatives.

FISKARS BRANDS INCORPORATED, FISKARS BRANDS, INC., PORTLAND, OR, GERBER PLANT DIVISION

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE No. W24 AND WILLAMETTE LODGE LOCAL 63

Mitch Holland Bohna *Mitch Holland Bohna*  
Jeanine Burket *Jeanine Burket*  
Jeanine Burket (Nov 10, 2021 13:58 PST)  
Melissa Dunn *Melissa Dunn*  
Melissa Dunn (Nov 19, 2021 07:43 CST)  
Anza D'Antonio *Anza D'Antonio*

Will Lukens *Will Lukens*  
Will Lukens (Nov 15, 2021 09:24 PST)  
Tim Mayfield *Tim Mayfield*  
Tim Mayfield (Nov 18, 2021 22:43 PST)

**ADDENDUM A  
WAGE TIERS**

**Addendum A - July 1, 2021 Update**

Job	New Min	New Max
Laborer	15.50	19.75
Tier 1	15.50	16.25
Tier 2	16.25	17.70
Tier 3	17.70	19.75
Manual Sharpener	16.00	23.50
Tier 1	16.00	18.00
Tier 2	18.00	23.50
CNC Milling Operator	17.50	28.42
Tier 1	17.50	20.50
Tier 2	20.50	22.00
Tier 3	22.00	28.42
CNC Turning Operator	17.50	28.42
Tier 1	17.50	20.50
Tier 2	20.50	24.87
Tier 3	24.87	28.42
Wetroom CNC Setup Operator	18.00	31.47
Tier 1	18.00	22.50
Tier 2	22.50	24.75
Tier 3	24.75	27.00
Tier 4	27.00	31.47
Jaw Assembly Cell Operator	15.50	22.50
Tier 1	15.50	16.25
Tier 2	16.25	19.25
Tier 3	19.25	22.50
Laser Etching Operator	15.50	21.50
Tier 1	15.50	18.00
Tier 2	18.00	21.50
Wetroom Machine Operator	15.50	24.75
Tier 1	15.50	18.50
Tier 2	18.50	21.00
Tier 3	21.00	24.75
Key Person 1	19.75	22.50
Key Person 2	22.50	25.25

Job	New Min	New Max
Injection Molding Operator	16.00	26.50
Tier 1	16.00	18.00
Tier 2	18.00	22.00
Tier 3	22.00	26.50
Robot Sanding Operator	15.50	23.50
Tier 1	15.50	19.00
Tier 2	19.00	23.50
Robot Sharpening Operator	16.25	20.20
Tier 1	16.25	20.20
Wetroom Machine Setup Operator	17.50	26.50
Tier 1	17.50	19.00
Tier 2	19.00	22.00
Tier 3	22.00	26.50
Maintenance	17.00	36.38
Tier 1	17.00	18.50
Tier 2	18.50	23.50
Tier 3	23.50	29.00
Tier 4	29.00	36.38
Warehouse 1	15.50	21.50
Tier 1	15.50	18.50
Tier 2	18.50	21.50
Warehouse 2	18.12	25.00
Tier 1	18.12	21.32
Tier 2	21.32	25.00
Warranty Technician	17.50	22.50
Tier 1	17.50	22.50
Direct to Consumer Program (DTC)		
DTC Warehouse	18.50	24.50
DTC Product Personalizer	18.50	21.50
DTC Product Builder 1	21.50	23.00
DTC Product Builder 2	23.50	26.50
Lead 1	22.50	28.00
Lead 2	25.25	30.75
Lead 3	27.75	35.43

ADDENDUM B  
COMPANY HOLIDAYS\*

Fiskars Recognized Holiday	Holiday Date 2022	M-F 8 hr	M-Th 10 hr	Su-W 10 hr	W-Sat 10 hr
New Year's Day	Mon, Jan 3	8	10	10	0
Spring Holiday	Fri, Apr 15	8	0	0	10
Memorial Day	Mon, May 30	8	10	10	0
Independence Day	Mon, Jul 4	8	10	10	0
Labor Day	Mon, Sept 5	8	10	10	0
Thanksgiving	Thurs, Nov 24	8	10	0	10
Day after Thanksgiving	Fri, Nov 25	8	0	0	10
Christmas Holiday	Fri, Dec 23	8	0	0	10
Christmas Day	Mon, Dec 26	8	10	10	0
Floating holiday hours		16	28	38	48

\* Note: Each year the Company Holiday schedule will be updated to reflect actual days and Floating Holiday hours will be allocated in a manner consistent to this example.

ADDENDUM C  
2022 QUARTERLY INCENTIVE PROGRAM

Definition of Incentive Periods:

- Incentive period covers each calendar quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) paid out in the 2<sup>nd</sup> pay period after the end of each period.

Eligibility:

- All Factory Operatives are included and results are based on overall factory performance.
- Employees must work 360 hour minimum quarterly. This allows for 120 hours of PTO to be used in any quarter and still remain eligible for each quarter's incentive.
- Employee eligibility is reset at the beginning of each quarter, an employee's eligibility in one quarter does not guarantee eligibility in any other quarter.

2022 Targets:

	Target	Month 1	Month 2	Month 3
Factory Yield	98.0%	\$ 50.00	\$ 50.00	\$ 50.00
	98.5%	\$ 75.00	\$ 75.00	\$ 75.00
	99.0%	\$ 100.00	\$ 100.00	\$ 100.00
Efficiency	98.0%	\$ 50.00	\$ 50.00	\$ 50.00
	98.5%	\$ 75.00	\$ 75.00	\$ 75.00
	99.0%	\$ 100.00	\$ 100.00	\$ 100.00

ADDENDUM D

CHECKOFF AUTHORIZATION



Name: \_\_\_\_\_ Clock No: \_\_\_\_\_ Dept: \_\_\_\_\_

I, the undersigned, hereby authorize the Company, to deduct from my wages the following monthly dues: \$ \_\_\_\_\_ per month dues, or such monthly dues rate as may be established by **Local Lodge No. 63** in accordance with its Bylaws and Constitution, as attested to by the financial officer of the Union in a signed letter to the Company to be withheld from my paycheck as follows:

The sums to be deducted are hereby assigned by me to Local Lodge No. 63 of the International Association of Machinists and Aerospace Workers and are to be remitted by the Company to the financial officer of the Union.

This authorization shall be effective, regardless of my status as a member, non-member or "financial core" payor.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

Contributions or gifts to Local Lodges 63, 1005 and 1432 and/or District Lodge No. W24 of the International Association of Machinists and Aerospace Workers are not tax deductible as charitable contributions for Federal income tax purposes. However, they may be tax deductible under other provisions of the Internal Revenue Code.

**From:** [iamsurveyadmin](#)  
**To:** [DataInfoGroup](#)  
**Subject:** SRF-5  
**Date:** Tuesday, November 23, 2021 4:06:49 PM

---

**This email is from a sender not in the IAM's email system. Do not click any links or open attachments unless you are expecting this information. If unsure, contact the sender to confirm.**

---

**Username:** FEFFDF66-7B58-4692-BC70-91F1D03C913D  
**Numeric Response ID:** 128158  
**Response GUID:** EEFDB9B8-C9F5-4FA8-810B-7E8EF6A439D1  
**Survey Start Date:** Tuesday, 23 November 2021 16:47:42  
**Survey Completed Date:** Tuesday, 23 November 2021 21:06:43

---

Your Name and Title:

Will Lukens Business Representative/Organizer

Name of Employer:

(Company Name)

Fiskars Brands, Inc.

Site Address of Employer:

(Address where work is performed)

14200 SW 72nd Avenue Portland, OR 97224

Corporate Parent:

(if applicable)

Not Answered

Former Name:

(if applicable)

Not Answered

Effective Date:

MM/DD/YYYY

01/01/2022

Expiration Date:

MM/DD/YYYY

12/31/2024

Number of Employees in the IAM Bargaining Unit:

*Do not include other unions that you jointly negotiate with in this number.*

114

Number of IAM Members in the Bargaining Unit:

43

Local Lodge(s):

63

District Lodge(s):

W24

Products Manufactured and/or Services Provided by Bargaining Unit:

Please state Primary Products/Services and/or Other Products/Services provided.

Knives/Multitools

Other Union Agreements at this location:

None

Type of Union Security:

Open Shop/No Union Security

Does this Agreement / or is this Agreement ...

First Agreement	No
Dues Check-Off	Yes
MNPL Check-Off	No
Covered by a Federal Wage Determination (i.e.: Service Contract Act)	No
Apprenticeship Program	No

General Wage Increases and/or Lump Sum Payments

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

Wage Increase Lump-Sum Date

First 3% 07/01/2022

Second 3% 07/01/2023

Third 3% 07/01/2024

Fourth

Fifth

Sixth

Reopener Date:

MM/DD/YYYY

10/31/2024

Average Unit Wage Rate

\$19.93

Bonuses not included above:

Please enter amount(s) (\$ or %)

Signing

Year End/Holiday



Other

Quarterly Bonuses up to \$300.00

Defined Benefit Pension:

No

Has any portion of the defined benefit pension been frozen?

No

If pension is frozen, please explain if there is anything replacing the pension for the impacted workers (such as amount of additional employer contribution to a savings plan).

Not Answered

Defined Contribution/Savings Plan for all employees?

Yes

Additional Defined Contribution/Savings Plan for new hires? (i.e., in the event of frozen pension)

Not Answered

Employer Contribution:

Please state amount/formula and if match.

6%--first 3% dollar for dollar second 3% 0.75 on the dollar

Additional information regarding defined contribution savings plan:

Not Answered

Does the Agreement provide for the following types of insurance?

Health Yes

Prescription Drug Yes

Dental Yes

Vision Yes

Type of Plan:

Single Employer

Please enter the share of health insurance costs paid by employees in dollars per week or per month for the plan covering MOST employees in the Bargaining Unit:

Employee Employee + One Family

Enter amount \$150.75 \$332.82 \$471.48 Per month

Additional Information:

Not Answered

Please attach an electronic version of the Contract here.

CBA Gerber Final 2021-2024.pdf - 668 KB

[Download File](#)