

LABOR AGREEMENT

THIS AGREEMENT BY AND BETWEEN

WESTROCK SERVICES INC.
Tacoma, Washington

and the

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL & SERVICE WORKERS INTERNATIONAL UNION (USW)

and its affiliated Locals No. 12-237 and 12-586

September 1, 2016 through August 31, 2022

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Signature 


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This agreement made and entered into on **September 1, 2016**, between **WestRock Services Inc** (Tacoma, Washington), hereinafter referred to as the "Signatory Company", and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial & Service Workers International Union (USW), for itself and on behalf of its Locals # 12 - 237 & #12 - 586, hereinafter referred to as "Signatory Union" for the purpose of collective bargaining.

WITNESSETH:

SECTION 1 - GENERAL PURPOSE OF AGREEMENT:

- 1.01 The general purpose of this Agreement is, in the mutual interest of the employer and employee, to provide for the operation of the plant hereinafter mentioned under methods which will further, to the fullest extent possible, the safety, welfare and health of the employees, economy of operation, quality and quantity of output, cleanliness of plant and protection of property. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, individually and collectively, for the advancement of said conditions.
- 1.02 Management of the Signatory Company agrees to explain fully the terms of this Agreement to all officials, foremen and the others engaged in a supervisory capacity.
- 1.03  Supervisors shall not perform work normally done by bargaining unit employees unless the work is required for:
- A. Training Purposes.
 - B. Emergencies that could cause harm to individuals or property.
 - C. Incidental work to help an employee or employees.
 - D. Instances when a qualified employee is not available but a relief is being pursued.
 - E. Historical cooperative work practices.

SECTION 2 - RECOGNITION:

- 2.01 **WestRock** recognizes the USW acting as the sole collective bargaining representative for all employees performing production work listed in the wage schedule of this agreement, but does not include employees engaged in clerical or professional employees, security or supervisory employees as defined by the **N.L.R.A**  **WestRock** employees, engineering, drafting, research or technical occupations requiring professional training. Such recognition is limited to employees of **WestRock** working at the facilities located at 801 Portland Avenue, Tacoma, Washington, and no others.
- 2.02 In the hiring of the employees, the Signatory Company will give preference to former employees who are qualified to perform the work available.
- 2.03 All employees shall, as a condition of employment, become and remain a member of the Signatory Union on or after the thirtieth day following the beginning of such employment, or the effective date of this Agreement, whichever is the later. The period of thirty days named above may be extended, as to any individual employee, by mutual agreement between the Local Union concerned and the local management of the Signatory Company. In the event that the Local Union and the local management do not agree as to the propriety of any such extension, the extension may be made by mutual agreement between the Signatory Union and the Signatory Company. Any such extension shall be for the purpose of avoiding hardship or inequity to the employee concerned, and for promoting the general purpose of this Agreement.
- 2.04 The Signatory Union, or its Local Union involved, may request the Signatory Company to discharge an employee on account of **their** failure to comply with the provisions of this Section 2. Any such request shall be in writing and shall include written evidence offered in support thereof, and copy shall be delivered to the Company and the employee involved. Within ten days after receipt by both the Company and the employee of such request, and after the Company has held a hearing, if demanded by any affected party, the Company shall determine and, in writing, notify the Union and employee of its finding. If such findings be adverse to the employee, **they** shall thereupon be discharged, effective as to the commencement of **their** next shift. Should **Simpson** **the employer** discharge any employee at the direction of the Union and findings later

indicate that the discharge was incorrect; the Union will hold the company harmless for any subsequent penalties or back pay liability that may result.

2.05 This recognition clause shall not be construed to alter any party's rights regarding the transfer of work or contracting out of work.

2.06 **Successor Language:**

During the term of this Agreement, the Company shall not sell, lease, transfer, or assign the facility, or any part thereof, covered by this Agreement unless the Company includes as an express condition of such transaction that the acquiring entity (hereinafter the "Purchaser") shall assume all the obligations of this Agreement until the expiration date; provided, however, that the Purchaser shall have the sole and exclusive right to make changes in the benefit programs required by this Agreement so long as such modified benefits continue to be substantially equivalent in the aggregate to those provided under this Agreement. So long as the Company complies with its obligations in the preceding sentence, it shall have no duty or obligation to bargain with the Union over the decision to engage in or effects of any such sale, lease, transfer, or assignment, and the Union hereby expressly waives any such bargaining obligation of the Company except for its right to information under the National Labor Relations Act.

Notwithstanding the provisions of the paragraph above, the Company shall have no obligation to condition any sale, lease, transfer, or assignment of the facility upon the Purchaser's assuming any obligations under the Agreement if (i) such sale, lease, transfer, or assignment occurs at least eight months after the Company has permanently discontinued its operation at the facility covered by this Agreement, (ii) no bargaining unit work has been performed since the discontinuance of operations other than tasks associated with the shutdown of operations, and (iii) the company has complied with its obligations arising under the National Labor Relations Act to bargain with the Union over the effects of such discontinuance. Nothing in this Section shall constitute a waiver of the Union's right to claim that the Purchaser is a successor under labor law existing at the time of the sale.

SECTION 3 - DUES, ASSESSMENTS AND INITIATION FEES:

3.01 During the term of this Agreement the Company will deduct from the first paycheck of each month dues, assessments and initiation fees, each as designated by the International Secretary - Treasurer of the Union, from the wages of those employees covered by this Agreement who individually and voluntarily execute a written check-off authorization card. The Company shall promptly remit any and all amounts so deducted to the International Secretary - Treasurer of the Union. A copy of such authorization card for the check-off of Union dues should be forwarded to the Financial Secretary of the local union along with the membership application of such employee. All payroll deductions should be forwarded to: USW, MSC-410663, PO Box 415000, Nashville, TN 37241-5000.

3.02 Remittance. The Employer will deduct monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. The Company shall within ten (10) days remit any and all amounts so deducted to the Unions' International Secretary- Treasurer with a completed Summary of Dues form R-115 or its equivalent.

3.03 **PAC CHECK- OFF**

Upon receipt of a signed PAC Check- off Authorization, the Employer, upon written request of the employee will make monthly deduction for PAF Fund as directed by the employee. This will continue as long as the employee gives such authorization as per the PAC check- off authorizations he/she signs. The amount withheld will be mailed to the United Steelworkers, Political Action Fund, Five Gateway Center, Pittsburgh, PA 15222.

SECTION 4 - JURISDICTION:

- 4.01 This section recognizes that there are many cooperative work practices existing under the current Labor Agreement. This section is not meant to change those existing practices, but to enhance the current practices to ensure the efficient operation of the mill.
- 4.02(a) Although employees will be expected to work primarily within their regular jobs, employees will assist each other and perform work outside their regular jobs to the extent their skills permit in order to enhance efficient operations. Prior to implementation, the Company and the Union will form a committee made up of representatives of the Company and the Union to meet to mutually discuss, in good faith, ways to enhance the use of this section and discuss concerns about the use of this section prior to utilizing the grievance procedure. If there is an issue of dispute the committee will try to resolve the dispute in accordance with the intent of this agreement. It is understood that the committee may involve others who may contribute to the resolution as they mutually decide.
- 4.02(b) If the committee cannot resolve the dispute, the issue may be submitted to the grievance procedure. However, if the Company has not followed the process contained in 4.02(a) above prior to making a disputed work assignment and/or practice, the Union may submit the issue directly to arbitration and the Company agrees not to continue or implement the disputed practice and/or assignment during this period.
- 4.03 Although employees will be expected to work primarily in their regular jobs, employees will be expected to assist each other, and to perform work outside of their regular assignment anywhere in the mill to the extent their skills permit, in order to mitigate immediate safety risks, quality problems, environmental disruptions, or production loss. Employees temporarily assigned to other work under this paragraph will not be replaced on their regular jobs, unless the assignment is necessary in order to provide skills which are not available without the assignment.
- 4.04 An employee whose regular job is not operating may be assigned to any other work within their Union's jurisdiction for which they are qualified. Employees will not be assigned to work outside their jurisdiction without their consent. Extra board employees may be assigned to any work without regard to Union jurisdiction.
- 4.05 It is understood that all employees are expected to assist other employees as needed to the extent their skill and availability allows in the preparation and performance of maintenance repair.
- 4.06 Employees will not be disciplined for improper work when assigned to work for which they have not received the necessary training.

SECTION 5 - NO INTERRUPTION OF WORK:

- 5.01 It is expressly agreed that during the term of this contract there shall be no work slowdowns, stoppages, strikes, or sympathy strikes nor picketing of any kind or form whatsoever; these no strike provisions shall be broadly construed to prohibit all strikes by employees, no matter the reason for the strike. It is agreed there shall be no lockouts by the Signatory Company during the period of this Agreement.
- 5.02 In the event that in violation of the provisions of the preceding paragraph, a strike, walkout, or other interruption of work shall occur in the mill of the Signatory Company, neither the Signatory Union nor the Local Union shall be subject to financial liability for such violation provided that the Signatory Union and the Local Union involved 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 Signatory Company be subject to immediate discharge or other disciplinary action.

SECTION 6 - HOLIDAYS:

6.01 There shall be fourteen (14) holidays during each year, namely:

Designation	Length (Hrs.)	Starting Time	Ending Time	Restricted
Memorial Day	24	7:30a.m.-Memorial Day	7:30a.m.-Day After	no
Independence Day	24	7:30a.m.-July 4	7:30a.m.-July 5	no
July 5th	24	7:30a.m.-July 5	7:30a.m.-July 6	no
Labor Day	24	7:30a.m.-Monday	7:30a.m.-Tuesday	no
Thanksgiving Day	24	7:30a.m.-Thanksgiving	7:30a.m.- Friday	no
Day After Thanksgiving	24	7:30a.m.-Friday	7:30a.m.-Saturday	no
Day Before Christmas	24	7:30a.m.-December 24	7:30a.m.-December 25	no
Christmas Day	24	7:30a.m.-December 25	7:30a.m.-December 26	no
Day After Christmas	24	7:30a.m.-December 26	7:30a.m.-December 27	no
New Year's Day	24	7:30a.m.-January 1	7:30a.m.-January 2	no
Floating Holidays (4)	24	7:30a.m.- Day Selected	7:30a.m.- Day After	no

6.02 Employees who work four (4) or more consecutive hours during the Independence Day, July 5 holiday period, shall be given one additional floating holiday. Employees who work four (4) or more consecutive hours during the December 24, 25 and 26 holiday period shall be given one additional floating holiday.

6.03 In each department, the time of ending of each holiday specified above, shall be varied from the 7:30a.m. above prescribed whenever necessary to coincide with the time nearest to 7:30 a.m. which is the regular starting time for the day shift in such department; and in the cases where such variation is so made, the starting time shall be correspondingly varied to comply with the prescribed length of the holiday. The time of starting and ending each holiday, in addition to any variation which occurs pursuant to the preceding sentence, may be further varied by mutual agreement of the management and the Union Standing Committee.

6.04 Subject to compliance with all the conditions set forth below, an employee who is on the payroll of the Signatory Company on any one of the holidays listed in this Section will be granted eight (8) hours holiday pay at the straight time rate of the job plus such additional compensation to which they are entitled under other sections of the Agreement.

6.05 The employee must have been on the payroll for not less than ninety (90) days just preceding the holiday, and must have worked at least 260 hours during such ninety days, provided, any employee whose failure to so work 260 hours caused by curtailment of operations, shall nevertheless be deemed to be in compliance herewith if they have been on the payroll of the Signatory Company for the one hundred and eighty (180) days just preceding the holiday and has worked at least 520 hours during such 180 days, and

6.06 The employee must have worked their scheduled work day before and their scheduled work day after such holiday, unless failure to work their scheduled workday before or after the holiday was due to any of the following events:

- (a) When the employee is on their regularly authorized paid vacation;

(b) When the employee is unable to work by reason of an industrial accident as recognized by the Worker's Compensation Board provided such Holiday occurs within **twelve (12) months** or until weekly workers compensation benefits cease, whichever occurs first.

(c) When the operation in which the employee is engaged is curtailed or discontinued by the decision of management and which curtails or discontinuance changes or eliminates the employee's scheduled workday before or their scheduled workday after such holiday;

(d) When a trade in shifts agreed upon between employees and approved in advance by management results in a temporary change of the scheduled workday before or the scheduled workday after a holiday, provided the employee works the shift agreed upon;

(e) **A holiday may not be expanded for reasons within the control of an employee. An employee extending their holiday must justify such extension as outside their control. If such justification does not support a circumstance beyond the control of the employee they shall forfeit their holiday pay.**

(f) When the employee prior to a holiday has made a written request to be excused from working all or part of their scheduled workday before and/or after such holiday and has received the written approval of management. Failure to grant approval will not be subject to the adjustment procedure but the Union Standing Committee may discuss with the Company any action which appears to it to be discriminatory.

6.07 It is understood and agreed, however, that an employee shall not receive the holiday pay provided above in 6.04 of this section if **they are directed to work on their** regular job (or relief job if **they are** then working on a relief job) on such holiday and fails or refuses to work, except in the case where a bona fide sickness or other bona fide reason approved by management prevents **them** working on such holiday.

6.08 In the event an employee has established their floating Holiday with **their** supervisor, and then is required to work that day due to production requirements, **they** shall be allowed to reschedule the holiday or receive time and one-half plus holiday pay at the discretion of the employee. Employees will not be required to receive pay in lieu of scheduling a future holiday, provided the employee requests a scheduled Holiday in accordance with the paragraph below.

6.09 Any floating holidays not scheduled or taken by the end of the contract year will be paid to the employee at the rate of eight (8) hours straight time rate.

6.10 Once a floater is approved by management, it will not be changed by management unless for emergency reasons.

6.11 Requests for a floating holiday submitted between January 1st and February 1st will be given seniority preference. Requests after February 1st will be received forty-five (45) days or less prior to the date to be taken. Such requests will be granted on a first-come, first-serve basis. Approval for a day off will be given at least thirty (30) days in advance.

SECTION 7 - WAGES:

7.01 Wage rates in accordance with Exhibit A, attached hereto and made a part hereof, shall be paid.

7.02 **An employee being called in or transferred will retain their regular job rate when performing a job other than their regular job, unless performing a job at a higher rate.**

SECTION 8 - HOURS OF WORK:

- 8.01 Both parties to this Agreement are committed to maintain, but not guarantee, the principle of a basic work week of forty (40) hours in the Signatory Mill; but agree that additional time may be worked to permit the operation or protection of the mill when paid for as shown in Exhibit A.

SECTION 9 - DEFINITIONS:

- 9.01 Whenever used in this Agreement, including Exhibits, the male noun or pronoun is used to include the female noun or pronoun, where applicable, and:
- 9.02 The words REGULAR EMPLOYEE mean an employee filling a position listed in Exhibit A on a regular scheduled basis or an employee regularly employed in a utility capacity, unless such employee has been personally notified in writing that **their** employment is extra, temporary or probationary.
- 9.03 The words TOUR WORKERS mean employees **who** are engaged in operations scheduled in advance for at least twenty-four (24) hours continuous running, **it** being understood, however, that if a tour worker is temporarily assigned to work not connected with the continuous operations on which **they are** usually employed, **their** status as to tour or day worker during such temporary assignment is determined by the nature of such assignment. All other employees are considered day workers.
- 9.04 LABOR POOL EMPLOYEES **are** those employees who are hired for no specific positions and may be assigned to any position as a temporary replacement to supplement regular employees within the Company to perform temporary work either as a day worker or as a Tour Worker.
- 9.05 The work DAY means a period of twenty-four (24) hours beginning at 7:30a.m., or at the regular hour of changing shifts nearest to 7:30a.m. in the particular mill.
- 9.06 The word WEEK means a period of seven (7) consecutive calendar days beginning at 7:30a.m. Monday, or at the regular hour of changing shifts nearest to 7:30a.m. on Monday.
- 9.07 The words LOCAL UNION mean the Local of the Signatory Union concerned in which employees of the Signatory Company are members and which shall act as the representative of the Signatory Union in the performance of those provisions of this Agreement which provide for action by a Local Union.
- 9.08 The words UNION STANDING COMMITTEE mean a committee appointed by a local union which shall represent the Local Union concerned in the performance of those provisions of this Agreement which provide for action by a Union Standing Committee.
- 9.09 SHIFT to SHIFT is the end of one shift to the beginning of the next shift.

SECTION 10 - SCHEDULING EMPLOYEES' WORKING TIME AND DAYS OFF:

- 10.01 In scheduling employees' working time and days off, the Company will comply with the following obligations and restrictions:
- 10.02 The Company shall assign two (2) days off each week for each regular employee, except where this is inconsistent with the schedules involved, in which case, one (1) day off shall be assigned. The Company shall make reasonable and diligent effort to so arrange schedules that the designated day off of any employee and any scheduled day off for the same employee shall be consecutive. DESIGNATED DAY

OFF means the second day off in a week when applied to an employee who has two assigned days off in that week and means the single assigned day off when applied to an employee who has one assigned day off in that week. SCHEDULED DAY OFF means only the first day off in a week when applied to an employee who has two assigned days off in that week.

- 10.03 An employee transferred after the start of the week, from one job or shift or schedule to another, shall, solely for the application of the Call Time and Overtime provisions, retain **their** assigned day or days off but only for the remainder of that week. The first day off will be considered the Scheduled Day off and the second (2nd) day off will be considered the Designated Day off.
- 10.04 The Company will not, solely for the purpose of avoiding the payment of overtime, change the day or days off of a regular employee in a week in which a holiday specified in Section 6 occurs.
- 10.05 An employee who has been required to work on **their** assigned day or days off shall **not** be laid off on one of **their** scheduled workdays in the same week solely for the purpose of limiting their **hours** of work to forty (40).
- 10.06 When an employee is off work due to a shutdown of their **department** plant extending for not less than forty-eight (48) hours in excess of that normally encountered in their **projected** work schedule, the assigned days or days off previously applicable to such employee shall not be in effect.
- 10.07 **Hourly employees will not be scheduled as relief supervisors, or on special projects, if in doing so overtime is assigned to fill vacancies in the line of progression, without the consent of the affected employee(s).**
- 10.08 Relief supervisors may be utilized for vacation relief and special projects. These relief supervisors shall only be used for sixty (60) working days in any rolling twelve (12) month period. After sixty (60) days the employer will meet with the Union, on request to discuss in good faith, and mutually agree on any extensions. Days that employees choose to work as a relief supervisor on their days off will not be included in the sixty (60) days described above.



SECTION 11 - ALLOWANCE FOR FAILURE TO PROVIDE WORK:



- 11.01 In case any employee reports for work, whether it be one of their **regular** shifts, or on their **days** off, having been ordered to report for such work, and then no work is provided, they **shall** nevertheless receive three (3) hours pay for so reporting, provided, however, that if there has been insufficient time for notification of the employee by the employer or if the employer has been unable to notify the employee after making a reasonable effort, no allowance for so reporting shall be paid.
- 11.02 In any day where an employee has commenced work on their **regular** scheduled shift, **they** shall receive a minimum of four (4) hours pay, at straight-time rate, except in cases of breakdown, accident, or interruption of power. This exception shall not apply to employees commencing work on any shift beginning later than eight (8) hours after the discovery of the breakdown, accident or interruption of power.
- 11.03 Note: It is agreed that, in case of power or equipment failure, the Company is to provide work for employees or notify them as to the duration of interruption or the time for resumption of operation. In the latter case, Call Time will be paid to employees who are not provided with work or who are not held on the job and are recalled to work during the same day.

SECTION 12 - CALL TIME:

12.01 Regular hourly-paid employees will be paid three (3) hours Call Time at the straight-time day rate in addition to the actual hours worked, subject to the following conditions:

12.02 Call Time will be paid if, in accordance with instructions from management, an employee works on **their** designated day off as defined in Section 10 and Section 11, subject to the following exceptions marked (1), (2) and (3):

(1) When an employee works beyond their  into their  designated day off for a period not to exceed four (4) hours, no Call Time is payable.

(2) When an employee starts their  following day's work within their  designated day off, no Call Time is payable if the period of work within the day off does not exceed two (2) hours and if at least twenty four (24) hours notice thereof has been given prior to the start of such work.

(3) No Call Time will be payable if **twenty four (24)** hours advance notice is given of the required work assignment.

12.03 Call Time will be paid if, in accordance with instruction from management, an employee works on a scheduled day off as defined in Section 10 and Section 11, subject to the following exceptions marked (1) and (2):

(1) When an employee works beyond **their shift into their** scheduled day off for a period not to exceed four (4) hours, no Call Time is payable.

(2) No Call Time will be payable if **twenty four (24)** hours advance notice is given of the required work assignment.

12.04 Call Time will be paid if, in accordance with instruction from management, an employee punches out, either during or at the end of **their** regular shift and reports for work again in the same day subject to the following exceptions marked (1), (2) and (3):

(1) When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.

(2) When the additional period of work in the same day results from a single recall during a shift after a suspension of work of one hour or more due to a failure of equipment or interruption of power, no Call Time is payable.

(3) When the additional period of work in the same day extends into the starting time of the employee's established shift on the following day, no Call Time is payable if the period of work within the same day does not exceed four (4) hours and if at least **twenty four (24)** hours notice thereof has been given prior to the start of such work.

12.05 Call Time will be paid if, in accordance with instructions from management, the starting time of an employee's work is changed to a new starting time either earlier or later than the previously established starting time subject to the following exceptions marked (1), (2) and (3):

(1) When notice of the change in starting time is given at least **twenty four (24)** hours prior to the newly established starting time, no Call Time is payable.

(2) When the change in starting time is for a temporary period only, no Call Time is payable for the second change in starting time when the employee changes back to their previously established starting time at the end of the temporary period.

- 12.06 It is agreed that the starting time of an employee's work may be changed at any time by the management.
- 12.07 It is further understood and agreed that in the payment of Call Time on the basis provided in this Section, not more than one basis shall be used to cover the same period of work, nor will Call Time be added to or paid in lieu of allowance payable under Section 12 or Section 13.

SECTION 13 - ALLOWANCE TO TOUR WORKERS:

Changes - Fourdrinier Wires and Clothing **(At Midnight on 8/30/22 all language and benefit will be eliminated)**

- 13.01 Tour workers who put on Fourdrinier wires, and/or clothing, shall be paid for the time worked plus four (4) hours, but no less than a total of four (4) hours on any one wire.
- 13.02 All machine wash-up done preparatory to putting on such a Fourdrinier wire and/or clothing shall be construed as clothing or wire time and paid for as such.
- 13.03 In cases where more than one machine is involved, the above allowance shall be paid for each machine.
- 13.04 Pay for the allowance time provided above shall be figured at straight time even though the actual time worked is paid for at the overtime rate.
- 13.05 Provisions of this article will apply to tour workers assigned as day workers.

SECTION 14 - STARTING AND STOPPING WORK OF TOUR WORKERS:

- 14.01 When a tour begins, each tour worker is required to be in their place. At the end of a shift, no tour worker shall leave their place to wash up and dress until their mate has changed their clothes and reported to take on responsibility of the position. If a tour worker does not report for their regular shift, their mate shall notify the foreman. They shall then remain at their post until a substitute is secured and, if necessary, they shall work an extra shift. It is the duty of a tour worker to report for their regular shift, unless they have already arranged with their foreman for a leave of absence. If unavoidably prevented from reporting, they must give notice to their foreman or at the office at least four (4) hours before their tour goes on duty.

SECTION 15 - STARTING AND STOPPING WORK OF DAY WORKERS:

- 15.01 Day workers shall be at their respective posts ready to begin work at the time their pay starts and shall not quit work in advance of the time their pay stops. For example, if a mechanic's pay time is from 7:30a.m. to 12 noon, and from 1:00 p.m. to 5:00 p.m., they shall be at their post ready to work at 7:30a.m. and 1:00 p.m. and shall not quit work until 12 noon and 5:00p.m.
- 15.02 Where employees have scheduled lunch and rest breaks, such scheduled periods may be changed to meet operating conditions and rescheduled at a different time as soon as possible.
- 15.03 Employees are normally not expected to leave plant premises after the start of their scheduled shift. Should it be necessary to leave the plant during lunch or rest periods, employees will inform their supervisor prior to leaving and punch out and back in on the time clock.


SECTION 16 - HIRING, WARNINGS, SUSPENSIONS AND DISCHARGE:

- 16.01 The Company has the sole right to hire, discipline, and/or discharge any employee. The Company agrees to exercise its right to discharge and discipline when it has just cause. If an employee or the Union feels that a discharge is unjust, it may request to take the matter up with their supervisor within seven (7) calendar days following the discharge or the date Union notification is made whichever is later. If the issue has not been resolved within five (5) workdays, the employee or Union may proceed to utilize the grievance and arbitration sections commencing at Step II of the procedure.
- 16.02 The Company reserves the exclusive right to establish reasonable company working rules which shall be binding on all employees when they are reduced to writing and posted on specified bulletin boards. New rules or changes in rules, may be subject to discussion between the Union Standing Committee and Local management. In case of disagreement, the grievance procedure may be used.
- 16.03 The following are examples of causes of immediate discharge, but this listing is not meant to be all inclusive and is subject to change in accordance with the provisions of this Agreement.
- 16.04 (1) Possession, sale, or use of dangerous drugs or narcotics, or drinking related to employment.
- 16.05 (2) Disobedience.
- 16.06 (3) Smoking in prohibited areas.
- 16.07 (4) Deliberate destruction or removal of Company's or another employee's property,
- 16.08 (5) Negligence.
- 16.09 (6) Refusal to comply with posted Company rules.
- 16.10 (7) Disorderly conduct.
- 16.11 (8) Falsification of Company records or information used to obtain benefits.
- 16.12 (9) Giving or taking a bribe of any nature, as an inducement to obtaining work or retaining a position.
- 16.13 (10) Failure to report for duty without bona fide reasons.
- 16.14 (11) Sexual harassment, or harassment calculated to inflict mental anguish or distress to fellow employees or other persons having a business relationship with the Company.
- 16.15 Discharge or suspension of an employee (not including a temporary layoff) shall be based on just and sufficient cause with full explanation given to the employee in writing. The Standing Committee of the Local Union will be notified of the discharge or suspension as soon as possible following the action taken.






SECTION 17 - BULLETIN BOARDS:

- 17.01 The employer shall supply adequate enclosed official bulletin boards for the use of the Signatory Unions in posting of officially signed bulletins.


SECTION 18 - SAFETY:

- 18.01 Employees and Signatory Company are to comply with all safety rules as established by the Company from time to time.
- 18.02 Supervisors are to confine their instructions and procedures within the generally accepted standards of safe practices.
- 18.03 The Local Union and the Company shall cooperate in selecting one or more safety committees which will meet at least once a month to consider all safety problems and safety rules.
- 18.04 After one (1) year on the payroll, the Company will pay up to \$125  **17 \$175, 9/1/18 \$200**) toward the purchase of safety shoes per contract year. Such shoes may be purchased through the mill safety shoe program or through any vendor chosen by the employee provided that the shoes purchased meet the standards established by the Company. In order to be reimbursed, the employee will be required to provide proof of purchase.
- 18.05 It is understood that working more than sixteen (16) continuous hours is not desirable to maintain a safe working environment and will be avoided if possible. If it is necessary to work more than sixteen (16) continuous hours, an employee will be relieved upon the employee's request or when the supervisor believes the employee cannot perform the work in a safe manner.

SECTION 19 - SENIORITY:


- 19.01 In promotions and layoffs, the principles of seniority will govern, qualifications considered. In any case of promotion, layoff, or reemployment, the Union Standing Committee shall be consulted by the management and be privileged to present recommendations which will be considered by the management prior to the decision by the management. In cases where time does not permit such prior consultation, the management shall take temporary action only, until recommendations of the Union Standing Committee can be obtained. Management shall give the Union Standing Committee written notice in each instance in which it, without the agreement of the Union Standing Committee, decides to and does promote, layoff or reemploy, out of seniority, on the ground that a senior employee is not qualified. The Local Union  may pursue a complaint as the management's evaluation of qualifications provided that within ten (10)  days after receipt of such written notice of management's decision, Local Union gives written notice to management that it desires consideration of the complaint by the Mill Manager and the Local Union concerned. If a satisfactory settlement is not reached at that level, the Union may carry the issue through all further steps in the manner and under the provisions of the Agreement covering adjustment of complaints.
- 19.02 The following seniority program shall be applied:
- 19.03  When a temporary layoff of jobs occurs that lasts less than seven (7) work days or is expected to last less than seven (7) work days, the regular employees scheduled to the curtailed jobs will be allowed to use their seniority to replace junior employees on the same shift provided they are qualified to perform the work. The rescheduling of employees will be arranged as soon as practical without loss of efficiency to the operation but no later than three days (3) following the curtailment.
-  In  addition, if the layoff is anticipated to last or lasts more than seven (7) days, curtailed employees will be scheduled for jobs they are qualified to perform using their mill seniority at the next usual time for scheduling the week's work. A new work schedule for the work week beginning on Monday at 7:30 A.M. will be created if the curtailment occurs or is announced prior to Friday at noon.


Where practical, affected employees will be offered training/(re-) certification opportunities for their current or future responsibilities prior to being laid off.

 If there is a vacancy in a department, other than vacations, for longer than fourteen (14) calendar days, based on seniority, the senior qualified employee will have the opportunity to follow the shift on a senior move.


19.04 When a permanent layoff of regular jobs occurs the following curtailment procedures will apply:


19.05 If the curtailment is in the Paper Mill, employees whose jobs are to be curtailed may use their progression seniority to displace the junior employee in order of jobs previously held within the progression ladder. Employees who do not have enough seniority to stay in the progression ladder will use their Paper Mill seniority to bump the junior employees from the Paper Mill bid positions. Employees who do not have enough seniority to stay in the Paper Mill will bump the junior **labor pool employees 011 the Extra Board**. Employees who are displaced from the Paper Mill may displace the junior employees on the combined Mill **labor pool extra board**. While on the **Extra Board labor pool**, Paper Mill employees will use their total mill service for non-bid purposes. For bid purposes in the Paper Mill their Paper Mill seniority plus combined ~~Mill Extra Board~~ mill **labor pool** seniority will be used. For bid purposes in the Pulp Mill only their combined Mill **Extra Board labor pool seniority** will be used.


19.06  Employees reduced from a Department may use their Mill seniority to bump standalone jobs if they are immediately capable of performing the jobs or junior employees in other department labor pools.

 Regular employees who are permanently curtailed will retain the right to bid on any posted vacancy. Further, those permanently curtailed employees will retain the right to the next entry level job in the department they were curtailed from, based on their department seniority and qualifications. The rights of this paragraph will terminate upon the acceptance of any other bid job **or twelve (12) months if curtailment resulted in layoff**.

19.07 Employees who use their seniority to bump other employees must have the qualifications to learn and perform the work before they will be allowed to bump. If the efficiency of the mill would not be affected, employees may be allowed to choose not to exercise their seniority bumping rights and choose to be laid off instead of laying off a junior employee.

19.08 Any employee who is laid off must keep the Company and the Union advised of their  whereabouts. Any employee shall have a reasonable time to report for work after a layoff, having been notified to do so, failing to report, **they** shall lose all seniority privileges.

19.09 Should an employee elect to transfer from one department to another, the employee will in practically all cases, start in the new department at the lowest paid job in the respective **Labor Pool**. Promotion within the department will be, as far as practicable, by hourly rate. An employee electing to  transfer from one department to another or to accept a promotion shall retain seniority rights to their previous job for a period of up to thirty (30) working days after certification. Promotion or transfer will be approved or disapproved by Management within thirty (30) working days. The thirty (30) working days can be extended by mutual consent of the Local Union and the Company for up to an additional thirty (30) working days. Seniority rights of all employees affected by the transfer or promotion in question shall be protected for an additional period up to thirty (30) working days.

19.10  When a vacancy occurs in an entry level position of any department, (except the jobs designated with an "*" on the wage rate schedule) notices will be posted on designated bulletin boards, giving employees seven (7) calendar days to make application in writing for such a job.

A job bid will be posted within two weeks following the decision to fill an entry-level vacancy. In situations where the job is designated and announced as temporary for less than 6 months, the job may be

filled by assignment. If the temporary situation extends past 6 months the Union and the Company will meet to decide the best method of filling the job.

1. All bids will show the number of positions being bid.
2. The posted bid will be up for seven (7) calendar days.
3. Upon notification, the successful bidder will have forty eight (48) hours to accept the bid position and to accept training.
4. All bids that are posted will be expiring before re-bidding the position.
5. Employee pay during the training / certification procedure will be at the employee's regular rate of pay. ~~Extra board~~ Labor pool employees will receive base rate while training and certifying.
6. Pay after the training / certification period of any bid will be at the rate at which the job bid pays.
7. Bid reliefs will not exceed four (4) unless approved by both the Union and the Company. .

An employee will only be the successful bidder for one bid position at any time, provided that the training begins in 45 days of the posting selection and the training is completed within 6 months of the posting. If the training is not commenced or completed within the specified period, the employee may bid on other relief jobs without penalty or loss of rights to the first bid. No employee will be permitted to successfully bid on more than two job bids in any consecutive 12-month period. If the employee is disqualified by the Company, the employee will not be charged with a bid under this paragraph.

If a senior Bid Relief or permanently assigned employee is not trained and certified within six (6) months, the employee will receive the higher rate of pay when the junior employee is working in the position.

“When a vacancy occurs in a job in a line of progression (lop) the employees in the lower jobs in the lop shall move up the line to fill the vacancy. The remaining open job at the bottom of the lop shall be posted for bid. The job bid will be posted within two weeks following the decision to fill the bottom job. This posting shall remain posted giving employees seven (7) days to make application for such job. If no Mill Senior Employee accepts the bid, the Senior Qualified Department Labor Pool Employee shall be offered the promotion to the open position. If refused the Junior Qualified Labor Pool Employee must take the promotion”.

“An employee electing to accept the job bid shall retain seniority rights to their previous job for a period of up to thirty (30) working days after certification. The bid will be approved or disapproved by management within thirty (30) working days. The thirty (30) working days can be extended by mutual consent of the Local Union and the Company for up to an additional thirty (30) working days. Seniority rights of all employees affected by the bid in question shall be protected for an additional period up to thirty (30) working days”.




“Successful bidding between departments shall be limited to two (2) times in a career and a two year commitment unless, in specific situations, the Union and Management agree otherwise. An employee may successfully bid an unlimited amount of times within a Department subject to a two (2) year commitment to the bid job. A declination if offered, unsuccessful transfer, refusal to stay, or disqualification shall be limited to one bid every three (3) years.

All bids shall be for bottom jobs in lines of progression or standalone jobs will show the number of positions being bid.

1. All bids will show the number of positions being bid.
2. The posted bid will be up for seven (7) calendar days.
3. Upon confirmed notification, the successful bidder will have forty eight (48) hours to accept the bid position.

4. **All bids posted will be exhausted before rebidding the position.** 

An employee will only be the successful bidder for one bid position at any time, provided that the training begins in 45 days of the posting selection and the training is completed within 6 months of the posting. If the training is not commenced or completed within the specified period, the employee may bid on other **relief** jobs without **the three (3) year no bid** penalty or loss of rights to the first bid.









- 19.12 Application of employees who are absent on vacation shall be honored for not more than three (3) days after their return to work.
- 19.13 The Company will grant a leave of absence as a matter of right to any employee who is elected to an official position, or is delegated by the Union to perform work which necessitates temporary cessation of work for the Company for a period of not over six months if such leave of absence does not interfere with or hinder continued operation of the plant in any way without loss of accumulated seniority or the right to continued employment, upon the completion of the work such person is performing for the Union.
- 19.14 The Company will notify the Union in advance of curtailments, layoffs, and promotions in advance of implementation. If the Union requests, a meeting will be held to discuss the issue.
- 19.15 Newly hired regular employees shall be considered as probationary employees for a period of ninety (90) working days following the last date of hire. However, if the employee is retained in the employ of the Company after the expiration of the ninety (90) day probationary period, **their** seniority shall revert to such last day of hire. The probationary period may be extended by mutual consent.
- 19.16 Probationary employees only have rights and benefits as specified in the Labor Agreement and may be terminated without recourse to the grievance and arbitration procedure.
- 19.17  regular employee, **who requests, may be permitted to demote in the line of progression to a level that will allow the employee to work up at least one level in the line of progression if the Company and the Union mutually agree to such demotion.** An employee so demoted will lose all rights to the previous job, and will become the senior employee in the new job classification. The job secured by demotion will be considered as the employee's regular job for future actions 
- 19.18 When qualified production employees are required to work during a shutdown, in the event enough qualified volunteers cannot be secured, the junior qualified employee in that classification will be required to work.
- 19.19 Medical Leave- an employee, after having served the required probationary period, may be granted a leave of absence for medical reasons upon the presentation of a certificate from a reputable physician setting forth the reasons justifying the request. Such leave of absence shall begin at the time recommended by the physician retained by the employee, and shall continue until such time as the physician determines the employee is physically able to resume the normal duties for which the employee was employed.
- 19.20 Employees returning to work from a leave of absence will be returned to the job they occupied at the time their leave became effective, provided they are qualified (physically and job-wise), and have the necessary retained seniority.
- 19.21 Seniority and employee rights to employment shall cease under any one of the following conditions:
- 19.22 (1)  an employee voluntarily leaves the employ of the Company;

- 19.23 (2) When an employee is discharged unless reversed through the grievance procedures;
- 19.24 (3) When an employee fails to return from leave of absence as scheduled;
- 19.25 (4) When an employee fails to return from layoff upon recall as specified herein;
- 19.26 (5) When an employee has been on layoff for one (1) year;
- 19.27 (6) When an employee has been disabled from work due to a compensable industrial illness or injury for twenty-four (24) consecutive months;
- 19.28 (7) When an employee has been on non-industrial illness or injury leave for eighteen (18) months;
- 19.29 (8) When an employee is medically certified to being totally disabled from further employment.

SECTION 20 - MEALS:

- 20.01 If requested, one meal, which shall be hot if practical, shall be furnished at a usual meal time by and at the expense of the employer to any employee who:
 - 20.02 (1) Is required to work eleven (11) consecutive hours, or
 - 20.03 (2) Is notified to report for work with less than one (1) hour prior notice and is required to work four (4) consecutive hours.
- 20.04 If requested, an additional meal, which shall be hot if practical, shall be furnished at a usual meal time by and at the expense of the employer to an employee qualifying above for each additional four (4) consecutive hours worked beyond eleven (11) hours, and to an employee qualifying if they are required to work for eight (8) consecutive hours; provided that an employee other than a regular employee shall not be entitled to the benefit above unless they then have an established work schedule.
- 20.05 Meal tickets issued in lieu of receiving a hot meal will be voided if not used within 45 calendar days of their date of issue.

SECTION 21 - VACATIONS:

- 21.01 Employees as defined in this Agreement shall be granted one (1) week of vacation with pay subject to the following terms and conditions:
 - 21.02  be eligible for a week of vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and either:
 - 21.03  Have been an employee for not less than one (1) year prior to said June 1st, during which year the employee worked a minimum of 1,000 hours, or
 - 21.04  Have worked a minimum of 1,200  hours prior to said June 1st.
 - 21.05  Provided that, with respect to either (1)  or (2) above, if a termination of employment occurred in the eligibility period, credit for length  of employment or for hours worked prior to the termination of employment shall not be included. 

- 21.06 Employees as defined in this Agreement shall be granted two (2) weeks vacation with pay subject to the following terms and conditions:
- 21.07 To be eligible for two (2) weeks vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must:
- 21.08 (1) Have been an employee for not less than two (2) years prior to said June 1st, or
- 21.09 (2) Have worked a minimum of 1,200 hours prior to June 1st in the first year of their employment and have been an employee for not less than one (1) additional year.
- 21.10 Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.
- 21.11 Employees as defined in this Agreement shall be granted (3) week's vacation with pay subject to the following terms and conditions:
- 21.12 To be eligible for three (3) weeks vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must:
- 21.13 (1) Have been an employee for not less than five (5) years prior to June 1st, or
- 21.14 (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of their employment and have been an employee for not less than four (4) additional years.
- 21.15 Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.
- 21.16 Employees as defined in this Agreement shall be granted four (4) weeks vacation with pay subject to the following terms and conditions:
- 21.17 To be eligible for four (4) weeks vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must:
- 21.18 (1) Have been an employee for not less than ten (10) years prior to June 1st, or
- 21.19 (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of their employment and have been an employee for not less than nine (9) additional years.
- 21.20 Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.
- 21.21 Employees as defined in this Agreement shall be granted five (5) weeks vacation with pay subject to the following terms and conditions:

21.22 To be eligible for five (5) weeks vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must:

21.23 (1) Have been an employee for not less than fifteen (15) years prior to June 1st, or

21.24 (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of their employment and have been an employee for not less than fourteen (14) additional years.

21.25 Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

21.26 Employees as defined in this Agreement shall be granted six (6) weeks vacation with pay subject to the following terms and conditions:

21.27 To be eligible for six (6) weeks vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Signatory Company on said June 1st and have worked a minimum of 1,000 hours during the year just preceding said June 1st, and in addition must:

21.28 (1) Have been an employee for not less than twenty (20) years prior to June 1st, or

21.29 (2) Have worked a minimum of 1,000 hours prior to June 1st in the first year of their employment and have been an employee for not less than nineteen (19) additional years.

21.30 Provided that, with respect to either (1) or (2) above, if a termination of employment occurred in the eligibility period, credit for length of employment or for hours worked prior to the termination of employment shall not be included.

21.31 Time lost as a result of an accident, as recognized by the Worker's Compensation Board, suffered during the course of employment, shall be construed as time worked in applying the above provisions for the first twenty-four (24) months from the date disability occurs.

21.32 For the purpose of determining the qualification for vacations of an employee with five (5) or more years of continuous service, time lost by them for which non-industrial sickness or accident benefits are paid to them under the Company's Welfare Plan shall be construed as time worked in applying the provisions of subparagraphs 21.11, 21.16, 21.21, and 21.26 of this Section 21. Provided,

21.33 (1) Time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and


21.34 (2) If the time lost so computed exceeds 520 hours in any contract year, only 520 hours shall be considered as worked under the provisions of this subparagraph.

21.35 It is agreed that any employee who has left the employ of the Signatory Company prior to June 1st for the purpose of serving in the armed forces, but who otherwise has fulfilled the qualifications for a vacation during the year just preceding that June 1st, will be granted vacation pay. The vacation pay will be mailed to the employee immediately following said June 1st, provided satisfactory proof has been furnished to the Company that the employee is serving in the armed forces.

21.36 Any returning serviceman who:

21.37 (1) Was on the payroll of the Signatory Company at the time of induction into the armed forces; and

- 21.38 (2) Made application to return to the employ of the Signatory Company within ninety (90) days after being relieved from duty in the armed forces; and
- 21.39 (3) Actually performed work for the Signatory Company on, or before, the June 1st immediately following **their** return from the armed forces; and
- 21.40 (4) Had qualified for one (1) week of vacation while in the employ of the Signatory Company in the eligibility period in which **they were** inducted, or in the next preceding eligibility period, or whose service with the Signatory Company immediately preceding **their** induction, **plus their service since their** return from the armed forces immediately preceding June 1st, is sufficient to qualify **them** for a vacation under the requirements existing at the time **they** return, **they** shall be granted one (1) week of vacation pay, whether or not **they** worked 1,000 hours in the eligibility period immediately prior to said June 1st.
- 21.41 Any returning **serviceperson**, when **they have** qualified for one (1) week vacation on any of the basis made available to **them** and whose total length of service with the Signatory Company, including the time spent in the armed forces, is sufficient to qualify **them** for a longer vacation, shall be granted the longer vacation without applying the requirements of hours worked to that period spent in the armed forces.
- 21.42 It is understood that there shall be but one vacation for each eligibility period.
- 21.43 The allotment of vacation time is to be decided by management. No employee is to have the privilege of drawing the vacation pay and continuing to work in lieu of taking the vacation except as provided herein.
- 21.44 The vacation must be taken within the June 1 through May 31 vacation base year; that is, it may not be accumulated to be used the following year.
- 21.45 The vacation pay for an employee who qualifies is to be computed as fifty (50) hours per week at the higher of:
- 21.46 (1) The job rate of their **regular** job as such rate exists on the day their **vacation** starts, or
- 21.47 (2) The weighted average straight time **hourly** rate paid to the employee in the prior contract year, adjusted for the **change**, if any, in their **average** rate effective on the first day of June next preceding the time at which their **vacation** is taken. Said average rate for an employee who worked at the same job rate during the entire prior contract year is that job rate, and (2) for an employee who worked at more than one job rate in the prior contract year shall be determined by the following procedure: Multiply the number of hours **they** worked in said year at each job rate by that job rate; add the amounts so computed; and divide the sum by the total number hours **they** worked in said year.
- 21.48 The **Company** agrees to provide for vacation sign-up **forms** to be posted by January 1 **each** year and returned by February 1. Employees who schedule vacation during this period will have their vacation scheduled on the basis of seniority so far as practicable. The Company will announce by March 1 the approval of vacations scheduled during this period. Employees who schedule vacation outside of this period will be considered on a first submission basis. Prior to the January 1 posting, the Company will meet with the Union to review and discuss the vacation scheduling guidelines and limitations. Within the established guidelines the Company will assure that there will be adequate vacation time to cover scheduled vacation of all employees throughout the vacation year.
- 21.49 Employees may receive pay in lieu of vacation time off for weeks **of** vacation at any time by submitting their request in writing at least 15 days in advance of the requested payment. Vacation that is not scheduled and used by the end of the vacation year will be paid to the employee within 15 days following the completion of the vacation year.

- 21.50 It is further agreed to permit each eligible employee to take all weeks of their  yearly vacation entitlement on a shift-to-shift basis. Day workers will not be scheduled to work the Saturday or Sunday prior to their vacations unless there are no other qualified employees available. Shift workers will not be scheduled to work over into the first day of their scheduled shift to shift vacation unless there are no other qualified workers.
- 21.51 Regular position day workers will not be scheduled to work the consecutive scheduled days off prior to their vacation unless there are no other qualified employees available.
- 21.52 If it is not possible to step up the shift on which the vacancy occurs, the Company will ask the employees in the next lower classification to change shifts and step up according to seniority. Should all employees in that classification refuse, the junior qualified employee will be required to change shifts and take the step up.
- 21.53 Employees will not have their scheduled vacation cancelled within two (2) calendar weeks from the start of the scheduled vacation, without approval of the employee, except in cases of emergency.
- 21.54 Qualified employees who retire or become deceased during the vacation year will be paid vacation benefits they have earned as of the prior June 1 but not yet taken and prorated vacation for the hours the employees accrued since the prior June 1 until the employee retired or became deceased.

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1. Production employees electing to use vacation during curtailment will be remunerated at a rate of 12.50 hours per day(s) of vacation used.
2. Day shift employees electing to use vacation during curtailment will be remunerated at a rate of 10.0 hours per day(s) of vacation used.

Any leftover vacation days of less than one (1) full week cannot be used to extend other full weeks of vacation or used as floating holidays, sick leave, or to cover absence incidents. Any vacation left will be paid out at the end of the vacation year.

SECTION 22 - ADJUSTMENT OF COMPLAINTS:

22.01 This section governs adjustments of all grievances except those arising from discharge or suspension.

22.02 Standing Committees:

22.03 (1) The Mill Manager shall appoint a Company Standing Committee of three (3) individuals, which will represent the Company.

22.04 (2) USW shall select from the membership of its Locals 12-237 and 12-586 Union Standing Committees consisting of three (3) members from each Local which shall represent that Union for the purpose stated in this Agreement.

22.05 (3) In order to be eligible for membership on any such committee, an employee must have been actually engaged in the plant for one year preceding their selection.

22.06 (4) The Company Standing Committee and the Union Standing Committee has the authority to make the final decision, consistent with the current Labor Agreement, on matters coming before them. Either party may express reservation that it desires to refer the question under consideration to higher authority.

22.07 (5) Conclusions reached in Steps III and IV shall be prepared and signed by the appropriate parties. Copies shall be supplied to each Local Union.

22.08 Should there be any dispute or complaint as to the interpretation of any provision of this Agreement, or any grievance arising out of the operation of this Agreement, herein collectively referred to as grievances, the employee shall work as directed by Management, pending final adjustment of the grievance.

22.09 **Step I.** Such grievance shall first be taken up by the employee with their supervisor within ten (10) working days after the occurrence of a grievance is known to the grievant. The employee may have a Shop Steward accompany them when they discuss the grievance with their supervisor. If no satisfactory settlement is made, the employee may

22.10 **Step II.** Within thirty (30) days of the date of occurrence, the grievance will be submitted by the Union Standing Committee.

22.11 (a) Within five (5) days of date of written notification by Union Standing Committee to the Company Standing Committee of the existence of the grievance, the two committees shall meet. Subjects not listed on the written notification may be dealt with by mutual agreement.

22.12 (b) If the two committees are unable to arrive at a satisfactory settlement within five (5) days of their initial meeting, to be timely the Union Standing Committee must

22.13 **Step III.** Refer the grievance in writing to the Human Resources Manager within fifteen (15) days of the expiration of the five (5) day period in Step II (b).

22.14 (a) Within seven (7) days of date of such written notice, the Human Resources Manager or their representative and Local Union shall meet.

22.15 (b) If the Human Resources Manager or their representative and the Local Union are unable to arrive at a satisfactory settlement within seven (7) days of their initial meeting, to be timely the Local Union must

22.16 **Step IV.** Refer the grievance in writing within twenty-five (25) days of the expiration of the seven (7) day period in Step III (b) to the President of the Signatory Union concerned, or their representative, and the Mill Manager or their representative, neither of whom has previously judged the grievance in accordance with this section. (Copy of referral shall be delivered to Mill Manager.)

22.17 (a) Within twenty-five (25) days of date of such written notice these two shall meet

22.18 (b) If these two are unable to arrive at a satisfactory settlement within twenty-five (25) days of their initial meeting, to be timely the Union concerned must

- (1) Proceed to Step V or
- (2) If the Local Union and the Mill Manager are unable to arrive at a satisfactory settlement at the fourth step, either party may elect to refer the grievance to a mediation process prior to proceeding to Step V of the grievance procedure. The mediator will be selected by mutual agreement and scheduled in at the earliest possible time. The mediator will attempt to mediate a resolution of the issue that must be accepted by the union and the company. In the event a resolution is not acceptable, the Mediator will make a bench opinion as to the possible outcome in future arbitration which will not be binding on the parties. Recommendations by the Mediator or settlement discussions by the parties during the mediation process will not be introduced in any subsequent arbitration of the issue. The Parties will share equally the cost of the mediation process in the same manner as that used for arbitration.

The parties may refer the issue to Step V – Arbitration within the specified time limits following the conclusion of the mediation process.

22.19 **Step V.** Submit the grievance to arbitration as provided in Section 23 of this Agreement within thirty (30) days of the expiration of the twenty-five (25) day period of Step IV (b).

22.20 The parties in Step II, in Step III and in Step IV may by mutual agreement in writing, extend the time limit specified in Step II (b), in Step III (b), and in Step IV (b) for a period not to exceed thirty (30) days.

22.21 In cases of grievances affecting substantial groups within the mill or the Local Union, an official or some other representative appointed by the Local Union shall be privileged to take the matter up directly with the Human Resources Manager in accordance with Step III.

22.22 It is understood that in all discussions concerning grievances, any officer or representative of the Signatory Union involved may accompany local adjustment committees in their meetings and the officer, or representative, may call upon members of adjustment committees or any other employee to accompany them in their meeting with Company officials.

22.23 Records of verbal or written warnings shall not be used as part of the employee's disciplinary record for longer than one year provided that no further disciplinary actions(s) are issued within that time, except for any program established or agreed to by Management that may have less time periods for maintaining and using disciplinary records.

SECTION 23 - ARBITRATION:

- 23.01 If a complaint is not resolved in the above procedure, the Union or the Company may submit the matter to Arbitration, by written notice to the other party. Such notice of appeal to Arbitration must be received within thirty (30) days after the Company's answer in Step IV of the procedure for adjustment of complaints.
- 23.02 The party desiring arbitration may apply to the Federal Mediation and Conciliation Service to be furnished with a list of **seven (7) NAA** qualified arbitrators. Within thirty (30) days from receipt of such list of arbitrators, the Union and the Employer shall select the arbitrator by alternately striking a name from the list until one name remains as the chosen arbitrator. A flip of the coin shall decide who strikes the first name.
- 23.03 The arbitrator shall be authorized and issue a decision and award in writing on any grievance as defined above presented for arbitration. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party which incurs them. The decision of the arbitrator, rendered in accordance with this Agreement, shall be final and binding, however, the arbitrator shall have no authority to modify this Agreement, whether by adding to or subtracting from the terms of this Agreement. Provided, however, the arbitrator may not find that the Union or the Employer violated this Agreement if the action of the Union or Employer was required, by law, to be done, this proviso includes, but is not limited to, any settlement agreement made with any governmental agency, to resolve allegations of alleged employment discrimination. Proof of any issue of fact before the Arbitrator shall be decided on the basis of the preponderance of the evidence.
- 23.04 The rights and duties to request/demand arbitration under this Section shall apply only to matters occurring or arising prior to termination of this Agreement. A dispute which is based, in whole or in part, on events that occur after termination of this Agreement is not subject to the arbitration provisions of this Section 23.

SECTION 24 - EFFECT OF AGREEMENT:

- 24.01 It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. Where previous contract language has been renewed, verbatim, in this Agreement, it is intended that such language shall continue to have its prior meaning and effect.
- 24.02 Subject only to the specific provisions of the Agreement, the management of the facilities and the direction of the working force shall be the exclusive right of the Employer.

SECTION 25 - PROVISIONS FOUND TO BE IN CONTRAVENTION OF LAWS:

- 25.01 If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State in which the mill covered by this Agreement is located, such provision shall be superseded by the appropriate provisions of such law or regulation so long as same is in force and effect but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions, hereof is in contravention of any such laws or regulations, the provisions hereof involved shall remain in effect until the disputed matter is settled by the court or any authority having jurisdiction in the matter.

SECTION 26 - OVERTIME:

26.01 Subject to the conditions set forth in Paragraph 26.09 of this Section, any employee paid on an hourly basis will, in addition to their straight time pay, receive overtime at one-half the straight time hourly rate of the job for:

(a) Work performed on any of the holidays listed in Section 6.

(b) All works performed in excess of eight (8) straight time hours in any one day for non-12 hour shift workers and in excess of 12 hours for 12 hour shift workers (See Exhibit C).

(c) All work performed in excess of forty (40) straight time hours in any one week.

(d) All work performed in excess of eight (8) continuous hours worked when such period of work extends across the end of a workday into the succeeding day provided that such continuous period of work begins four (4) or more hours before the start of the succeeding day.

(e) All work performed on scheduled or designated days off, as such days are defined in Section 10, provided, however, that this subparagraph (e) will not apply if the work so performed results because a regular scheduled or designated day off has been traded for another day at the request and for the convenience of the employer, or employees, involved.



26.02 In applying the provisions of Paragraph 26.01 of this section, the following conditions shall be in effect:

(a) No hour worked qualifies as an overtime hour on more than one of the above five basis, except that work on a holiday may also qualify under 26.05 (c) time worked on a holiday will be credited toward the forty (40) hour qualification.

(b) Should an hourly paid day worker on a Monday through Friday work week be required to work sufficient hours after midnight to prevent a normal rest period before assuming the duties of their next scheduled shift, and should be required to work the next following Saturday, they will be credited with any normal shift hours so missed in the computation of overtime for work on such Saturday.

26.03 If any workers are requested to work overtime, employees will be expected to do so within reasonable limits unless excused for good cause.

26.04 An employee who accepts a job outside the bargaining unit will not perform bargaining unit work later the same day unless it is done within that employee's regularly scheduled shift.

26.05 Employees who work in excess of eight (8) hours during a holiday will be compensated at double time for those hours worked in excess of eight (8) hours.

26.05 Overtime will be worked at the position in which it occurs.

SECTION 27 - NIGHT SHIFT DIFFERENTIAL:

27.01 A night shift differential of sixty cents (60¢) per hour shall be paid in addition to the hourly job rate on any shift wherein one-half or more of the scheduled shift hours fall after 6:00 p.m. and before 12 midnight.

27.02 A night shift differential of ninety cents (90¢) per hour shall be paid in addition to the hourly job rate on any shift wherein half or more of the scheduled shift hours fall between 12 midnight and 6:00 a.m.

27.03 Such night shift differential shall not be deemed a part of the hourly job rate when applying the provisions of this Agreement except in the payment of overtime as provided for in Section 26.

SECTION 28 - JURY DUTY ALLOWANCE:

- 28.01 Any employee who has completed one or more years of continuous employment who is required to perform jury duty or is required to appear as a witness in a court trial by subpoena in which the employee is not a litigant, will be entitled to reimbursement at the straight time hourly rate of their regular job for the hours necessarily lost as a result of serving on the jury or reasonable time for appearing as a witness. When subpoenaed as a witness in order to obtain the benefits of this section, notice to the Company and written proof of subpoena service must be given at least 36 hours in advance of appearance requirement. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service.
- 28.02 Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation and holiday pay, but will not be counted as hours worked for the purpose of computing any overtime.

SECTION 29 - BEREAVEMENT LEAVE:

- 29.01 When death occurs to a member of a regular employee's immediate family, the employee, at the employee's request and upon providing proof of death, will be granted reasonable time off for bereavement and funeral activities. The employee will be compensated for such activities at their regular straight time hourly rate for hours lost from their regularly scheduled workdays, provided they occur between the day of death and the next following ten (10) calendar days with a maximum of three (3) days compensation.
- 29.02 The Company will agree to provide bereavement leave benefits of five (5) days with pay in the event of the death of an employee's spouse or the employee's natural or adopted children.
- 29.03 Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, grandparents, grandchildren, spouse's grandparents, step-children, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and (2) Step Parents.
- 29.04 Compensable hours will be counted as hours worked for the purpose of computing vacation and holiday pay and will be counted as hours worked for the purpose of computing weekly overtime.

SECTION 30 - WAGE RATES:

- 30.01 The wage rates will be specifically as listed in the Wage Schedule attached hereto and are effective as indicated on the Wage Schedule.
- 30.02 The rates described in the preceding paragraph shall remain in force until the termination of this Agreement, excepting as to any changes which may be made by (1) annual agreement between the Signatory Parties, or (2) adjustments resulting from provisions of the wage increase portion of the agreement.
- 30.03 When major changes are made in the mill, which create new jobs or substantially change duties of existing jobs, management will evaluate the job and inform the Union concerned of the new rate or rates, without

delay. The Union, if not satisfied with the new rate, may negotiate the rate with management provided such request to negotiate is made within thirty (30) days from the date the new rate is established. If no satisfactory rate can be established, the Union Standing Committee and the Company committee will each make a final rate proposal. If there is no resolution the Union may request the dispute be presented at step five of the grievance procedure, and submitted to the arbitration process. The arbitrator's authority will be limited to an award of either party's final rate proposal. If the dispute is not submitted to arbitration the Company's final rate offer will be the effective rate for the job. The effective date for the new rate will be the date the employee started work in the changed job or the date that the union requested evaluation of the position which ever comes later.

30.04 Effective on the following dates a general wage increase shall be applied to all job classifications.
Master Agreement= 6 Year Agreement

Wages = 9/1/16 9/1/17 9/1/18 9/1/19 9/1/20 9/1/21
 2% 2% 2% 2.5% 2.5% 2%

Wage Adjustments shall occur to the following positions in the years noted and on the anniversary of the CBA.

Wage Adjustments

Position	Contract Year - \$/hour Adjustments					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Shipping Checker (day and shift)	\$0.15		\$0.15	\$0.15		
Safety Advocate	\$0.15		\$0.15			
Pulp Lead Car Loader	\$0.15					
Beater Engineer	\$0.15		\$0.15			
PM3 Machine Tender	\$0.15		\$0.15			
Bleach Plant Assistant - After Qualified at both Bleach Plant and Washer Operator Positions	\$0.15		\$0.15			
Recovery Boiler Helper - After Qualified at both Evaporator and Recast Operator Positions	\$0.15		\$0.15			

30.05 Work assigned during the scheduled annual Repair and Maintenance Shutdowns shall be paid at the employee's regular rate of pay.

SECTION 31 - TERM OF AGREEMENT AND CHANGES IN AGREEMENT:

31.01 This Agreement shall be in effect from September 1, 2016, up to and including August 31, 2022, and shall be automatically renewed thereafter from year to year unless notice to terminate is given by either party as hereinafter provided.

- 31.02 All notices given under the provisions of this Section on behalf of the Signatory Union shall be given by the President (or Vice President) of the Signatory Union and shall be given to the Mill Manager; similarly, notices on behalf of the Signatory Company shall be given by said Mill Manager to said President.
- 31.03 This Agreement may be modified as follows:
- 31.04 Either party desiring any modification shall mail to the other party notice in writing by registered mail sixty (60) days prior to August 31, 2022, or prior to any subsequent August 31st on which this contract is in effect, that a modification is desired; and if no such sixty (60) day notice is given prior to any August 31st, the earliest time at which such notice may later be so mailed is sixty (60) days prior to August 31st of the next year.
- 31.05 If notice of desire for modification has been given, the parties shall as soon as agreeable to the parties following such notice, meet for collective bargaining, the Signatory Company being represented in such negotiations by a bargaining committee appointed by the Mill Manager and the Signatory Union being represented by a bargaining committee selected by said Union. Any agreement or modification arrived at in such negotiations and approved by a majority of the membership of the Signatory Union shall be binding upon the parties to this Agreement. If such negotiations cannot be completed prior to August 31st, following the day on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said August 31st.
- 31.06 In case negotiations conducted in accordance with (31.05) break down, either party may terminate this Agreement upon the expiration after 30 days written notice mailed by registered mail, to the other party, at any time after the August 31st with reference to which the notice of modification has been mailed as provided in (31.03).
- 31.07 Should the parties be unable to agree to the terms and conditions of the reopener, either party may elect to terminate the Agreement in accordance with Section 31 of the Labor Agreement.

SECTION 32 - WELFARE PLAN:

- 32.01 For vesting eligibility only, former Champion employees hired by Simpson at the time of purchase will be credited with their Champion/St. Regis credited service for purposes of vesting and eligibility in the Simpson pension plan but not for the purpose of accruing additional benefits.
- 32.02 The Company and the Union agree to participate in the P.I.U.M.P.F. PENSION TRUST conditioned on meeting the following terms:
1. The Company, Unions and the PIUMPF must agree to modifications to the Standard Form of Agreement to reflect the terms listed in number 6 below before this agreement will be implemented.
 2. This agreement will expire no later than the expiration date of the labor agreement unless there is mutual agreement to extend the agreement.
 3. All employees covered by this agreement will participate on the same basis.
 4. The Union will advise the Company of the desired contribution no later than 90 days following ratification of the new labor agreement. Such contribution level will not be changed during the term of the labor agreement.
 5. As long as the Company is participating on behalf of the employees, wage rates will be reduced by 101% of the agreed to contribution. At such time as the Company discontinues contributions to the PIUMPF, the wage rates will be restored to the negotiated rates prior to the contribution.

6. It is understood that the Company may withdraw participation and cease contribution at any time (subject to any withdrawal liability obligations under the plan) that the participation conditions agreed to are not met, which will include financial viability of the plan; any substantial withdrawal liability which could accrue to the Company, or failure of the PIUMPF to provide financial information to include plan assets and liabilities.
7. Any time in a plan year that maximum allowable contributions are made for an employee, the employee's negotiated wage rate will be restored for the remainder of the plan year.
8. The company will provide a line item on hourly payroll checks that will show PIUMPF hours worked.

32.03 ~~The Company agrees to offer a 401(k) savings plan as outlined in the benefits booklet.~~

32.04 ~~The Company will contribute fifty cents (\$.50) for each dollar saved to a maximum of five percent (5%) of each employee's contribution.~~

Medical Proposal

- Eliminate the BCBS Highmark Plan effective 1/1/19.
- Change the BCBS Highmark Plan year to a calendar year beginning 1/1/2018.
- Implement the following employee cost share for the BCBS Highmark Plan.
 - o 2017 – 20%
 - o 2018 – 20%
- Implement the Consumer Choice – USW Plan in four (4) enrollment tiers effective 1/1/19.
- Implement the Spousal surcharge for the Consumer Choice – USW Plan effective 1/1/19 as follows.
 - o 1/1/19 - \$100 per month
 - o For years beyond 2019, spousal surcharge is subject to the USW negotiated spousal surcharge.
- Implement the following employee cost share for the Consumer Choice Plan - USW.
 - o 2019 – 20% + wellness
 - o For years beyond 2019, employee cost share is subject to the USW negotiated cost share.
- Company's annual HSA contribution for the Consumer Choice Plan – USW shall be the higher of (1) \$500/\$1,000 or (2) 38% of the deductible.
- For 1/1/19, an additional one (1) time only “seeding” of \$650 for single tier and \$1,300 for other tier enrollments will be contributed to the HSA/HRA.
- Implement quarterly proration of the HSA/HRA company contribution effective for new hires on or after 1/1/2019.
- The same Company Wellness Program that exists for salaried/non-union locations will be implemented effective 9/16/2018. Beginning January 1, 2019, in connection with the Wellness Program, then existing employee contributions to the Consumer Choice Plan - USW will increase by \$600 annually (or the amount of the annual wellness incentive which shall not exceed \$1,000 during the course of the contract and would only be changed if changed for the Company's standard program as well). Effective 10-1-18 employees who are not in the Company health insurance plan will be incented with an opportunity to earn \$150 per year through wellness participation.
- The Company and the Union have agreed that under no circumstances will the Company be placed in a position that would require payment of excise taxes, or a similar fee or penalty, under the Affordable Care Act provisions and the parties agree to implement changes necessary to ensure that such cost is not triggered. If provisions of the Affordable Care Act are amended or repealed, the Company shall have the right to modify the benefit plan design and costs to enable the Company to obtain the benefit of or to comply with, such changes.

DENTAL

Dental Proposal

- Eliminate the United Concordia Dental plan effective 1/1/2019.
 - o **Considerations:** *This plan is bundled with the medical, so it could not be eliminated until 1/1/19.*

- Implement the Traditional and Traditional Plus dental plans in four (4) enrollment tiers effective 1/1/2019.
- Implement the following employee cost share for both the Traditional and Traditional Plus dental plans.
 - o 2019 – 50%

LIFE AND DISABILITY BENEFITS

Basic Life Insurance Proposal

Life insurance can increase up to \$1,000 a year to a maximum of 100% of the average annual base wage. One-hundred percent of the average annual base wage is currently \$57,334. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Locations with a benefit higher than the calculated amount will not be reduced. Any life changes are effective January 1 beginning January 1, 2018.

+ \$1,000 to \$43,000 as soon as possible after ratification

+ TBD effective 1/1/18 to TBD

+ TBD effective 1/1/19 to TBD

+ TBD effective 1/1/20 to TBD

+ TBD effective 1/1/21 to TBD

+ TBD effective 1/1/22 to TBD

+ TBD effective 1/1/23 to TBD

Voluntary Life Insurance Proposal

Effective January 1, 2018, the Company voluntary life benefit will be offered. Employees may choose to purchase, at their sole cost, additional insurance on themselves, their spouse and/or children. Costs are subject to change annually, but will be known during Open Enrollment each year.

Short Term Disability Proposal:

Short Term Disability can increase up to \$10 a year to a maximum of 50% of the weekly average pay. Fifty percent of the weekly average pay is currently \$551/26wks. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Any STD changes are effective January 1 beginning January 1, 2018.

+ \$10 to \$465/26wks effective as soon as possible after ratification

+ TBD effective 1/1/18 to TBD

+ TBD effective 1/1/19 to TBD

+ TBD effective 1/1/20 to TBD

+ TBD effective 1/1/21 to TBD

+ TBD effective 1/1/22 to TBD

+ TBD effective 1/1/23 to TBD

ANCILLARY PROGRAMS

Ancillary Programs Proposal:

- Effective January 1, 2019, the Company vision plan will be available and employees pay the full cost. Costs are subject to change annually, but will be known during Open Enrollment each year. The plan will be offered in four enrollment tiers. If the vision carrier offers a free discount program for those in our self-funded medical plans, it will be available to employees.
- Effective January 1, 2017, employees will be automatically enrolled in the Company employee assistance program at no cost to the employee.

RETIREMENT

The Company shall have the right to withdraw from PIUMPF.

In addition to the PIUMPF participation, Tacoma USW employees also participate in the WestRock sponsored company pension plan and the hourly multiplier is \$51 for every year of service since RockTenn/WRK acquisition

(May, 2014). **Upon Ratification there shall be a \$1.50 increase to the multiplier and an additional \$1.50 on 1/1/19.**

401(k) Proposal:

- Change eligibility to 90 days. Implementation will occur as soon as administratively possible after ratification.
- Change the 401(k) match to 50% match on the first 6% of regular pay with no match cap other than those required by the regulations. Matching will occur on up to forty (40) hours of regular pay per week. Implementation will occur as soon as administratively possible after ratification.
- 401(k) match is calculated per pay period without an annual true-up.
- The 401k changes shall occur no later than 120 days post ratification.

RETIREE MEDICAL

Retiree medical insurance will end for any employee retiring after December 31, 2018. Those already retired and eligible for the benefit as of 12/31/18 will not be affected. The Company will pay \$2,000 (less standard deductions) to each eligible active bargaining unit participant on the payroll on 1/2/19 whose age and service adds to 70 as of December 31, 2018.

BENEFIT ELIGIBILITY PERIOD

Benefits Eligibility Period Proposal:

- The period for benefits eligibility will be two (2) months.

BENEFIT TERMINATION PROVISIONS

Benefit Termination Provisions Proposal:

Add the following:

- Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of disability plus up to 12 months if employee becomes disabled (work related or not), assuming employee pays the applicable cost of the benefits (same rate as active employees).
- Medical, dental, vision and life insurance benefits will be continued to the end of the month following the month an employee goes on active military leave.
- Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of an approved personal leave of absence plus up to one month, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of layoff plus up to one month if the employee is laid off, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- If any Union Leave of Absence exceeds 30 days, such employee will not be eligible to remain on the Company's benefit plans. Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of a leave of absence plus one month, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- Payments for benefit continuation for any reason will be per Company administrative procedures and subject to change.
- Permit employees to convert or port their basic life insurance coverage to an individual policy via application to the insurance company and paying the costs, provided the carrier provides conversion and/or portability. Otherwise, the benefit ends the end of the month active employment concludes unless otherwise extended per provisions above.

MISCELLANEOUS CBA CHANGES

The Company agrees to provide dental and healthcare benefits submitted as part of the Company's Benefit Proposal negotiated for the term of this labor agreement. This shall not affect the rights of the Company to make


administrative or carrier changes. The Company reserves the right to substitute health care plans as long as benefits are substantially similar.



SECTION 33 - NONDISCRIMINATION:

- 33.01 There shall be no discrimination against an employee as prescribed by any Federal, State Law, Executive Order and/or future anti-discrimination laws including but not limited to age, race, sex, religion, color, national origin, mental or physical disability, veterans of any U.S. Armed Services, union membership or union activity.
- 33.02 It is understood that where the pronoun "he" is used in this Labor Agreement, it is meant to mean both "he" and "she".
- 33.03 The parties for this agreement agree to comply with their obligations under the Americans with Disabilities Act.

SECTION 34 - SEVERANCE PAY:

34.01 In instances of addition, elimination or modification of equipment, or discontinuance of an operation or location, which results in employment of fewer employees, the Company's formula for  severance will be one week for each year of service up to twenty weeks maximum, with unemployment offset

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

For the Union

For the Company

EXHIBIT A

WAGE SCHEDULE 

**NEW HIRE RATE TO \$20.00 post
GWI, subject to each GWI in
subsequent years**

Job Classification	9/1/20 16	9/1/20 17	9/1/20 18	9/1/20 19	9/1/20 20	9/1/2021
	2.00%	2.00%	2.00%	2.50%	2.50%	2.00%
Chip Handling & Storage:						
Dozer Operator	29.21	29.80	30.42	31.18	31.96	32.63
Columbia Dumper	28.70	29.28	29.86	30.61	31.37	32.00
Chip Processing Operator	29.01	29.59	30.21	30.97	31.74	32.41
Chip Loader Operator	27.18	27.73	28.28	28.99	29.71	30.31
Chip Clean-Up	24.10	24.58	25.08	25.70	26.35	26.87
Chip Tester- Day*	27.20	27.75	28.30	29.01	29.74	30.33
Causticizing:						
Recaust Operator - Temp	33.37	34.04	34.75	35.62	36.51	37.27
Recaust	31.84	32.48	33.16	33.99	34.84	35.57
Recovery:						
Waste Treatment Operator	33.37	34.04	34.75	35.62	36.51	37.27
Evaporator Operator	30.42	31.02	31.68	32.47	33.28	33.98
#4 Recovery Helper	29.90	30.49	31.13	31.91	32.71	33.40
Recovery Boiler Helper - <i>After qualified at both Evaporator and Recaust Operator Positions</i>	30.05	30.65	31.45	32.23	33.04	33.73
Digesters:						
Continuous Digester #2	33.63	34.30	35.02	35.89	36.79	37.56
Continuous Digester #1	31.58	32.21	32.89	33.71	34.55	35.27
Wash & Screen Rooms:						
Washer Operator	34.61	35.30	36.04	36.94	37.86	38.65
Bleach Plant:						
Bleach Operator	33.33	34.00	34.71	35.58	36.47	37.23
Bleach Assistant	30.63	31.24	31.90	32.70	33.51	34.21
Bleach Plant Assist after qualified at both Bleach Plant and Washer Operator Positions	30.78	31.40	32.21	33.02	33.84	34.55
Job Classification	9/1/20 16	9/1/20 17	9/1/20 18	9/1/20 19	9/1/20 20	9/1/2021
	2.00%	2.00%	2.00%	2.50%	2.50%	2.00%
Pulp Drying and Baling:						
Machine Tender	31.75	32.39	33.07	33.89	34.74	35.47
Back Tender	29.49	30.08	30.71	31.48	32.26	32.94

Layboy	26.83	27.36	27.94	28.64	29.35	29.97
Line Operator	26.68	27.22	27.79	28.49	29.20	29.81
Recycle & Waste Treatment:						
Recycle Operator with BBR	31.50	32.13	32.80	33.62	34.46	35.18
Recycle Operator	30.99	31.61	32.27	33.08	33.90	34.61
Recycle Assistant Operator	26.62	27.15	27.73	28.42	29.13	29.75
BBR	25.10	25.60	26.12	26.77	27.44	27.99
Recycle Unloader	24.10	24.58	25.08	25.70	26.35	26.87
Pulp Loading & Shipping:						
Lead Car Loader	25.80	26.31	26.84	27.51	28.20	28.76
Car Loader	25.10	25.60	26.12	26.77	27.44	27.99
Technical - Pulp:						
Day tester	28.22	28.79	29.36	30.10	30.85	31.47
Lubrication:						
Oiler (All Areas)	31.00	31.62	32.25	33.06	33.88	34.56
Yard:						
Relief Crane Operator (when operating the crane)	34.26	34.95	35.65	36.54	37.45	38.20
Lead Utility	27.85	28.40	28.97	29.70	30.44	31.05
Utility Temp	25.92	26.44	26.97	27.64	28.33	28.90
Utility	26.43	26.96	27.53	28.21	28.92	29.53
Instrument Shop:						
Instrument Technician III	40.33	41.14	41.96	43.01	44.08	44.97
Instrument Technician II	36.98	37.71	38.47	39.43	40.42	41.22
Instrument Technician I	34.26	34.95	35.65	36.54	37.45	38.20
Shift Instrument Technician III	40.84	41.66	42.52	43.58	44.67	45.60
Shift Instrument Technician II	37.49	38.23	39.03	40.01	41.01	41.86
Shift Instrument Technician I	34.77	35.47	36.21	37.11	38.04	38.83

Job Classification	9/1/20 16	9/1/20 17	9/1/20 18	9/1/20 19	9/1/20 20	9/1/202 1
	2.00%	2.00%	2.00%	2.50%	2.50%	2.00%
Stock Preparation:						
Beater Engineer	34.17	34.85	35.73	36.63	37.54	38.32
Beater Helper #1	28.51	29.08	29.69	30.43	31.19	31.85
Starch Operator	27.06	27.60	28.18	28.89	29.61	30.23

Paper Machine - #13:						
Machine Tender	37.94	38.70	39.66	40.65	41.67	42.53
Back Tender (when feeding bales)	37.07	37.81	38.59	39.56	40.55	41.39
Back Tender	36.56	37.29	38.06	39.02	39.99	40.82
Third Hand	32.16	32.80	33.49	34.33	35.19	35.92
Fourth Hand	27.53	28.08	28.67	29.39	30.12	30.76
Fifth Hand	26.93	27.47	28.05	28.75	29.47	30.09
Pulper	25.61	26.12	26.68	27.34	28.03	28.62
Paper Machine #14:						
Machine Tender	42.01	42.85	43.74	44.84	45.96	46.91
Back Tender	37.06	37.80	38.58	39.55	40.54	41.38
Third Hand	32.71	33.37	34.06	34.92	35.79	36.53
Fourth Hand	28.07	28.63	29.24	29.97	30.72	31.36
Fifth Hand	27.48	28.03	28.62	29.34	30.07	30.70
Loading & Shipping - Paper:						
Day Checker	30.46	31.07	31.84	33.36	34.19	34.88
Checker	30.97	31.59	32.40	33.36	34.19	34.91
Day Car Loader	25.87	26.38	26.91	27.59	28.27	28.84
Car Loader	26.38	26.90	27.47	28.16	28.86	29.47
Conveyor Operator	25.79	26.30	26.86	27.53	28.22	28.81
Technical - Paper:						
Day Tester	29.93	30.53	31.14	31.91	32.71	33.37
Senior Paper Tester	27.54	28.09	28.68	29.40	30.14	30.77
Paper Tester	26.55	27.08	27.65	28.35	29.05	29.67
Miscellaneous:						
Safety Advocate**	28.59	29.16	29.90	30.65	31.41	32.04
Job Classification						
Labor Pool:						
New hires to the Extra Board will receive this amount during their probationary period regardless of assignment	20.00	20.40	20.84	21.36	21.89	22.36
Upon completion of the 720 hours period, new hires to the Extra Board will receive this amount when assigned to laborer work and \$1.50/hour less than the scheduled rate of the job when assigned to other work for the next twelve (12) months or no longer becomes an Extra Board person, whichever comes first.	20.68	21.09	21.54	22.08	22.63	23.12
Upon completion of 12 months after probationary period - Laborer Rate	24.61	25.10	25.64	26.28	26.94	27.50

EXHIBIT B

WestRock Services Inc., (Company) and USW International Union, Local #12-237 & #12- 586 (Unions), do hereby agree that the following understanding is applicable for the implementation of a twelve (12) hour shift work week. It is clearly understood by the Company and the Union that replacements must be available for relief purposes when needed. Replacements will come, in order from qualified employees who most recently worked the vacant job or from employees next scheduled to work in the position. Employees are expected to fulfill this obligation.

1. Overtime will not be paid if occurred as a result of the initial implementation or discontinuation of the twelve (12) hour shift schedule should that be necessary in the future. The twelve (12) hour shift schedule will be from 7:30 to 7:30 unless otherwise agreed to by the parties.
2. There will not be a negative impact on Safety, Absenteeism, or Productivity **ADD** from 12 hour shifts.
3. The Parties intend that the implementation of the twelve (12) hour schedule will be cost neutral to the Mill. The Parties will not alter benefits unless there is mutual agreement.
4. Classroom training will continue to be conducted during regular daytime business hours.
5. The Parties will meet, as necessary, to review the functioning of twelve (12) hour shifts.
6. **(12 hour shift workers only)** Floating Holidays will be paid at the **Book**-rate (less the deduction for PIUMPF) of the job assigned for the week in which the floating holiday is taken. Each employee will be eligible for a total of three (3) twelve (12) hour floating holidays for the year. Also, employees who are required to work on the 4th of July and Christmas Holiday period will earn an additional twelve (12) hours of floating holiday time for each period worked. At the end of the vacation year employees will have the option of receiving pay for unused hours; or they may carry over unused hours into the next year. Unused floating holiday hours can be used to cover absences for pay purposes as is currently practiced.
7. Jury duty allowance will be paid as outlined in the current collective bargaining agreement. Such reimbursement shall not exceed twelve (12) hours in anyone day or forty eight (48) hours per week This will be paid at straight time at the book rate (less the deduction for PIUMPF).
8. **Overtime shall be paid for work outside the employees normal/regular schedule, provided the employee received compensation for each normal/regular scheduled shift falling in the work week where the added work was performed.**
9. Bereavement pay will be paid for hours lost up to a total of twenty four (24) hours for the death of a regular employee's immediate family member and up to forty (40) hours for the death of an employee's spouse or natural or adopted children.
10. Employees as defined in this exhibit, who are required to work fourteen (14) consecutive hours will be eligible for a meal, which will be hot if practical. Should an employee be required to work beyond fourteen (14) consecutive hours, they will be eligible for an additional meal for each four (4) hours worked.
11. **Weekly schedule is posted by 4:30pm on Thursday of each week. From that time until close of Friday shift, 7:30pm. Employees will have time to review the schedule, to assess the schedule in relation to others in the schedule. If someone with lesser seniority is in a higher paying job that they are certified in, given that person is also certified in their scheduled position, they will initiate a switch moving to the higher paid position, moving the lower senior employee to the lower paying job. This move must be authorized by the scheduler or the shift foreman and will not affect employees in training. This schedule change may only occur on the assigned shift.**
12. **All Twelve hour rotating shift classifications shall receive \$0.50 upon ratification. In the 3rd and 6th year of the agreement \$0.03 will be added to all 12 hour shift classifications. Any existing classifications that are moved to a rotating 12 hour shift will also receive the same amounts.**
13. Except as outlined above, the terms and conditions of the existing collective bargaining agreement remain unchanged.

EXHIBIT C

~~Add LOP's and the following language~~

Lines of Progression

1. Sparehands: Current Sparehands shall not be impacted by the **LOP** changes and the future elimination of the Sparehand Positions. They shall continue operating under the current practices. Once all current Sparehands are out of their current roles by attrition or promotion the current practices for Sparehands shall end. Labor Pool (**LP**) employees replacing current Sparehands shall operate under the terms of this agreement.
2. Split LOP's: Where a LOP is Y'd or split, the employees who are forced to advance to a Y they do not desire to remain must designate at the time of advancement they wish to have first rights to the other Y. They then are committed to that Y and must take the next opening.
3. A. Initial move from **Extra Board (EB)** to LP: All EB employees shall be provided a selection sheet showing 1st, 2nd and 3rd choice for Department, LOP and Shift using mill seniority. The EB employees with a hire date from 7/9/12 and longer shall have the ability to bid to a LOP. If the employee bids outside **their** current department **they** shall use one of **their** career moves. This selection and their opportunity to bid shall remain until they either are successful in the bid or they advance in a different LOP. Mill seniority shall determine ranking in the department. The Company will make every effort to get each employee into their 1st choice but it practically will not be possible in all cases. Employee's first day in new department shall be scheduled based on vacancies and employee's qualifications. After the 1st day the movement of employees is flexible at the discretion of management.
B. A forced move by the Company between department labor pools shall only be temporary. The affected employee shall retain their original department seniority.
C. By mutual agreement between the Company and the Union a labor pool employee may elect to permanently move between departments starting at the lowest department seniority in the new department.
4. Yard Crew
Eliminate the Yard Crew and incorporate duties into the appropriate departments. Four Utility Positions to go into Chips LOP. The Utilities may opt to Labor Pool at the Labor Pool rate. Two Riggers shall remain as Riggers until they leave the Company or bid out of job. Crane Operator shall remain as Operator. He shall have the ability to return to Rigger position if one comes available giving up his position as Operator. All three shall report to Maintenance. The Riggers and Crane Operator positions will not be replaced in the future.