

# LABOR AGREEMENT

BETWEEN



**Georgia-Pacific**

Wauna Mill | Clatskanie, Oregon

AND

**UNITED STEELWORKERS**



UNITY AND STRENGTH FOR WORKERS<sup>®</sup>

**LOCAL 1097**

**April 1, 2018 - March 31, 2022**



BY and BETWEEN  
**GEORGIA-PACIFIC CONSUMER OPERATIONS  
LP,  
(WAUNA MILL)**  
hereinafter referred to as the COMPANY,

and

**UNITED STEELWORKERS INTERNATIONAL,  
AFL-CIO,**  
on behalf of its  
WAUNA LOCAL UNION No. 1097,  
acting as the Sole Collective Bargaining  
Agent, hereinafter referred to as  
THE SIGNATORY UNION.

April 1, 2018 – March 31, 2022

March 6, 2018

GEORGIA-PACIFIC CONSUMER PRODUCTS LP  
Wauna Mill  
AND  
UNITED STEEL WORKERS  
On Behalf of LOCAL 1097

**MEMORANDUM OF AGREEMENT**

Representatives of Georgia-Pacific Consumer Operations LP (Wauna Mill) and United Steel Workers Union on behalf of Local 1097 met on March 6, 2018, and agreed to forego local negotiations as provided in the provisions of the National Agreement between the Company and the USW. As such, the Parties agree to extend the existing terms and conditions, to include current Memorandum of Agreements (MOA's), of the local 2014-2018 Collect Bargaining Agreement (CBA) for a 4 year term with an expiration date of March 31, 2022.

The following details the full and complete Memorandum of Agreement by and between Georgia-Pacific Consumer Operations LP (Wauna Mill) and United Steel Workers Union on behalf of Local 1097 to resolve and complete all outstanding issues for the 2018 negotiations. Upon acceptance as shown by signatures below, all items presented or discussed by either party shall be considered to have been dropped unless contained herein. Unless otherwise stated, all items shall become effective the day following acceptance.

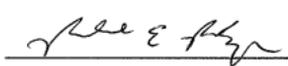
1. Housekeeping – Change dates and renumber articles and exhibits as necessary. Where appropriate, correct spelling and punctuation errors when detected.
2. If needed, modify the CBA in accordance to the terms and conditions contained in the 2015 National Agreement between Georgia-Pacific LLC and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union.



For the Company

3/6/2018

Date



For the Union

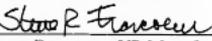
03/06/2018

Date

IN WITNESS WHEREOF, the parties hereto have set their hands.

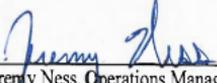
FOR THE COMPANY

Georgia-Pacific Consumer Products, LP

  
Steve Francoeur, VP-Manufacturing

  
Jan Dieter, Sr. HR Manager

  
Emily Riggott, HR Manager-Mill

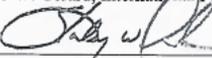
  
Jeremy Ness, Operations Manager

  
Stephen Agerton, Labor Relations  
Manager, Georgia-Pacific

FOR THE UNION

United Steel, Paper and Forestry, Rubber,  
Manufacturing, Energy, Allied Industrial  
and Service Workers International Union,  
on behalf of Local 1097

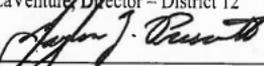
  
Leo W. Gerard, International President

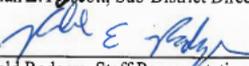
  
Stanley Johnson, Int'l Secretary/Treasurer

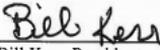
  
Thomas M Conway, International Vice President  
(Administration)

  
Fred Redmond, International Vice President  
(Human Affairs)

Robert LaVenture, Director - District 12

  
Gaylan E. Prescott, Sub-District Director

  
Ronald Rodgers, Staff Representative

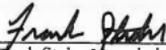
  
Bill Kerr, President - USW Local 1097

  
Mike Smith, Negotiating Committee

  
Marcus Smith, Negotiating Committee

  
Curtis Ollila, Negotiating Committee

  
Michael Bouse, Negotiating Committee

  
Frank Stuhr, Negotiating Committee

DATE: APRIL 1, 2014

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## SECTION 1 – RECOGNITION

The Company recognizes the Signatory Union as the sole collective bargaining agent of all employees of the Company employed in the Wauna mill covered by this Agreement, excepting those engaged in the following: administration, actual supervision, watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, office clerical, stenographic and other office work.

## SECTION 2 – OPERATING CONTROL

- A. Except as expressly set forth in this Agreement, the right of the Company to manage its business, operations, and affairs and to prescribe terms and conditions of employment shall be unimpaired.
- B. The failure of the Company to exercise rights hereby reserved to it or its exercising them in a particular way shall not be deemed a waiver of said rights or a waiver of its right to exercise them in some other way not in conflict with the terms of this Agreement.
- C. Management has the right to contract out work as long as the action is performed in good faith, it represents a reasonable business decision, it does not result in the subversion of the labor agreement, and it does not have the effect of seriously weakening the bargaining unit. Management will notify the union prior to contracting out any work.
- D. All matters that are within the scope of collective bargaining are closed for the duration of this Agreement, except as provided in Section 35, Paragraph D.

## SECTION 3 – DEFINITIONS

Whenever used in this Agreement, including Exhibits, the male noun or pronoun is used to include the female noun or pronoun where applicable, and:

- A. The word **EMPLOYEES** means all the employees of the Company employed in the mill covered by this Agreement, excepting those engaged in the following: administration, actual supervision,

watchman duties, sales, engineering and drafting, research and technical occupations requiring professional training, accounting, office clerical, stenographic and other office work.

- B. The words **REGULAR EMPLOYEE (BLUE-SLIP EMPLOYEE)** means an employee filling a permanent position in the organization, or an employee regularly employed in a utility capacity, unless each employee has been personally notified in writing that his employment is temporary or probationary.
- C. The words **TOUR WORKERS** mean employees when engaged in operations, scheduled in advance, for at least twenty-four (24) hours continuous running and utilizing four (4) crews. All other workers are day workers. Refer to Section 19 for further clarification.
- D. The word **DAY** means a period of twenty-four hours beginning at 7 A.M. or at the regular hour of changing shifts nearest to 7:00 A.M., it being understood that the hour for the beginning of a day need not be the same for every department or every section of a department in the mill.
- E. The word **Week** means a period of seven (7) consecutive days beginning on Monday at the hour established by "D" above.
- F. The word **MILL or PLANT** means the entire manufacturing facility at Wauna in which the employees are covered by this Agreement.
- G. The words **LOCAL UNION** mean the local of the Signatory Union in which employees of the Company are members and which shall act as the representative of the Union in the performance of those provisions of this agreement that provide for action by the Local Union.
- H. The words **UNION STANDING COMMITTEE** mean a committee selected by the Local Union that shall represent the Local Union in the performance of those provisions of this Agreement that provide for action by the Union Standing Committee.

## **SECTION 4 – UNION MEMBERSHIP**

- A. Any Employee who is a Member of the Union at the time this Agreement becomes effective shall, as a condition of employment, continue membership in good standing for the duration of this Agreement.
- B. Any Employee who is not a Member of the Union at the time this Agreement becomes effective shall become a Member thereof in good standing on the thirtieth (30) day following the effective date of this Agreement, or on the thirtieth (30) day following employment, whichever is later, and shall as a condition of employment remain a Member in good standing for the duration of this Agreement.

## **SECTION 5 – PAYROLL DEDUCTION OF UNION DUES**

- A. During the life of this Agreement or any renewal or extension thereof upon the filing with the Company by the Financial Secretary of the Local Union of a valid official written authorization signed by any individual employee who is a member of said Local Union, and for as long as said authorization remains in effect, the Company will deduct from the wages due such employees in accordance with the terms of said authorizations, Union dues and initiation fees.
- B. The Company shall pay over to the Union's International Secretary-Treasurer the amount of deductions made in accordance with authorization filed and shall receive therefor the written receipt in the name of the Union. The details as to making of deductions and payments of same to the International Union shall be arranged by the said Union's International Secretary-Treasurer and the Company in such manner as most conveniently fits into the established payroll procedures of the Company and results in payments to the International Union once a month.
- C. The amount of dues to be deducted may be revised only by written notice from the Union's International Secretary-Treasurer given in advance to the Company.

D. Any deductions made by the Company under the provisions of this Section shall be deemed trust funds until remitted to the International Union, but such funds need not be kept separate from the Company's general funds. The Signatory Union agrees that the Company shall be saved harmless with respect to all deductions made and paid to the Union in accordance with the provisions of this Section.

## **SECTION 6 – NO INTERRUPTION OF WORK**

It is agreed that there shall be no strike, including sympathy strike, walkout, refusal to report for work, or other interruption of work by the Signatory Union nor the Local Union or any Employee during the period of this Agreement. It is agreed there shall be no lockout by the Company during the period of this Agreement.

In the event that in violation of the provisions of the preceding paragraph a strike, walkout, refusal to report for work, or other interruption of work shall occur, 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 each shall have (1) publicly declared such action a violation of this Agreement, and (2) in utmost good faith used its best efforts to terminate such violation, it being further agreed that any Employee participating in such violation shall in the discretion of the Company be subject to immediate discharge or other disciplinary action.

A refusal to report for work as used in this section applies only to refusals arising out of or related to a labor dispute.

## **SECTION 7 – WAGES**

1. Hourly wage rates which have been arrived at through negotiations consummating this agreement shall be paid in accordance with the provisions of Exhibit A attached hereto and made a part hereof. The same wage rates shall remain in effect throughout the life of this agreement unless changed by mutual consent of the signatory parties. The matter of wages is not to be a subject for arbitration.

2. When major changes (i.e., installation of new equipment,

modification of existing equipment, or major changes of methods of operations) are made in the plant which create new jobs or substantially change the responsibilities of existing jobs, management will meet with the union and receive from them their suggestions as to rates of pay. If, after discussion, mutually satisfactory rates cannot be agreed upon, the matter will be addressed between the International Staff Representative and Plant Manager. If, after those discussions, mutually satisfactory rates cannot be agreed upon, management will set rates, but such rates may be subject to further negotiation at the next contract renewal. Any changes that are negotiated shall be made retroactive to the date the rates were set.

## **SECTION 8 – OVERTIME**

A. Subject to the conditions set forth in paragraph B of this Section, any employee paid on an hourly basis will, in addition to his straight time pay, receive overtime:

1. At one-half the straight time hourly rate of the job for:
  - a. All work performed on any of the holidays listed in Section 14.
  - b. All work performed in excess of eight (8) straight time hours in any one day.
  - 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 work day into the succeeding day provided that such continuous periods of work begin four (4) or more hours before the start of the succeeding day.
  - e. All work performed on assigned days off, as such days are defined in Section 16, provided, however, that this sub-paragraph (f) shall not apply if the work so performed results because a regular assigned day off has been traded for another day off at the request and for the convenience of the employee, or employees, involved.

- f. All work performed in excess of forty (40) hours of paid time off for vacations, holidays, jury duty and funeral leave in a work week.
2. At the straight time hourly rate of the job for:
    - a. All work performed in excess of eight (8) hours on any of the following holidays as listed in Section 14: New Year's, Memorial Day, July 3, Sunday before Labor Day, and Thanksgiving.
      - i. All work performed in excess of twelve (12) hours while on a regular compressed schedule for these holidays.
      - ii. All work performed in excess of eight (8) hours on a Sunday.
    - b. All work performed on the following holidays as listed in Section 14: Independence Day, December 24, Christmas, and Labor Day.

B. In applying the provisions of paragraph, A of this Section, the following conditions shall be in effect:

1. No hour worked qualifies as an overtime hour on more than one of the above eight bases, except that work on a holiday may also qualify under A-1-d. Time worked on a holiday will be credited toward the forty (40) hour qualification.
2. When an employee works at more than one job rate during the week, payment of overtime for more than 40 hours shall be computed at the rate of the job at the time such overtime occurs.

## **SECTION 9 – NIGHT SHIFT DIFFERENTIAL**

A. In addition to the hourly job rate, the following night shift differential shall be paid:

1. A Night Shift Differential (NSD) of sixty-three (63) cents per hour shall be paid for the hours worked between 3:00 PM - 11:00 PM, except for day workers between 3:00 PM - 3:30 PM.
2. A Night Shift Differential of ninety-five (95) cents per hour shall be paid for the hours worked between 11:00 PM - 7:00 AM
3. A Night Shift Differential of forty-six (46) cents per hour for all hours worked on the compressed schedule.

B. 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 8.

## **SECTION 10 – JURY DUTY ALLOWANCE**

A. Any regular (blue-slip and/or labor pool) employee as defined in Section 3 who is required to perform jury duty will be entitled to reimbursement at the straight time hourly rate of his regular job for the hours necessarily lost as a result of serving on the jury, provided, however, that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less pay received for jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and jury duty pay received. The employee will also be required to provide proof of jury duty attendance and time of day excused, and if released by 11:00 AM, will be expected to return to work (days or nights). Jury duty for Federal Court will be reviewed on a case-by-case basis.

B. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation, holiday and overtime pay.

C. Similar reimbursement as specified in Paragraphs A and B will be granted to an employee who necessarily loses time from work because of his appearance in court pursuant to proper subpoena, except when he is either a plaintiff or defendant in the court proceeding.

## **SECTION 11 – FUNERAL LEAVE**

A. When death occurs to a member of a regular (blue-slip and/ or labor pool) employee's immediate family, the employee, at his request, will be granted reasonable necessary time off as funeral leave of absence to attend the funeral. When the employee attends a Memorial Service rather than or in the absence of a funeral, the provisions of this section shall apply.

If the employee attends the funeral, he will be compensated at his regular straight time hourly rate for hours lost from his regular schedule on any of the days prior to the funeral, the day of the funeral, or any days after the funeral, with a maximum of three (3) days compensation.

B. Members of an employee's immediate family shall be limited to the employee's spouse, same sex domestic partner, mother, step-mother, father, step-father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, grandparents, spouse's grandparents, son-in-law, daughter-in-law, sister-in-law, brother-in-law, legal guardian, step-children, step-sister, step-brother, grandchildren, and step-grandchildren.

C. Compensable hours, under the terms of this Section, 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.

D. An employee who is on vacation will be granted funeral leave as outlined above.

## **SECTION 12 – GROUP INSURANCE PLAN**

The Company shall make available a Group Insurance Plan for its employees and their eligible dependents pursuant to the terms and conditions of Exhibit B– Group Insurance Plans, attached hereto and made a part hereof.

## **SECTION 13 – RETIREMENT**

### **A. Pensions**

During the term of this Agreement, including any extension thereof, the benefits provided by the Georgia-Pacific LLC Hourly Pension Plan (the "Plan") and by Exhibit 56-B of such Plan, as amended, which covers employees under this Agreement at the Georgia-Pacific Wauna, Oregon Mill, shall remain in effect.

However, the Company may amend the Plan and Exhibit 56-B thereof to the extent necessary to maintain the qualified status of the Plan under Section 401 of the Internal Revenue Code, as the same may be amended from time to time and any regulations or rulings issued thereunder, and to meet the requirements of the Employee Retirement Income Security Act of 1974, including all amendments thereto and rules and regulations issued thereunder. The Georgia-Pacific LLC Hourly Pension Plan is a defined benefit pension plan for active full-time hourly paid employees of

Georgia-Pacific LLC who are members of United Steel Workers' International Local 1097 and who work at the Georgia-Pacific Wauna Mill. Georgia-Pacific makes contributions to a trust fund for the Plan in an amount that is actuarially determined to be sufficient to provide the Plan benefits. You are not required or permitted to contribute to the Plan.

For a complete understanding of the Plan and your benefit eligibility please see the LifeChoices Summary Plan Description. This document, along with Exhibit 56-B, provides details such as pension calculations, early retirement eligibility, and single sum death benefit.

### **B. 401(k)**

The Georgia-Pacific LLC Hourly 401 (k) Plan and Exhibit 340 shall be in effect during the term of the agreement. The 401(k) Plan at the Wauna mill is subject to the grandfathered provisions of the former Fort James Hourly 401(k) Plan, as described on Exhibit 340. Refer to your LifeChoices Summary Plan Description and Exhibit 340 for a complete description of the Georgia-Pacific LLC Hourly 401 (k) Plan.

**New hires will be auto-enrolled in the 401(k) at a set employee contribution rate up to three (3%) percent, increasing by one (1%) percent per year, up to a total of six (6%) percent.**

### **C. Plan Documents**

Copies of Exhibit 56-B, Exhibit 340 and their associated Summary Plan Descriptions are available to employees.

Employees hired after January 1, 2016 are eligible for a Defined Contribution Plan only. For information regarding the plan, refer to Appendix E of the 01/01/15 - 12/31/18 GP/USW National Agreement.

## **SECTION 14 – HOLIDAYS**

A. There shall be nine (9) holidays during each year, namely:

Designation:	Hours:	Starting Time:	Ending Time:
New Years Day	24	7:00 AM Jan. 1	7:00 AM Jan. 2
Memorial Day	24	7:00 AM FEDERAL HOLIDAY	7:00 AM DAY AFTER MEMORIAL DAY
July 3rd	16	7:00 am July 3	11:00 PM July 3
Independence Day	32	11:00 PM July 3	7:00 AM July 5
Sunday before Labor Day	16	7:00 AM Sunday	11:00 PM Sunday
Labor Day	32	11:00 PM Sunday	7:00 AM Tuesday
Thanksgiving Day	24	7:00 AM THANKSGIVING	7:00 AM DAY AFTER THANKSGIVING
December 24	24	7:00 AM Dec. 24	7:00 am Dec. 25
Christmas Day	24	7:00 AM Dec. 25	7:00 AM Dec. 26

1. On a holiday there are no restrictions upon any work scheduled by management.
2. Employees hired after 01/01/2016 are not eligible for holiday pay for any hours worked on July 3rd, or the Sunday before Labor Day.

B. In each department or section of a department of the mill, the time of ending of each holiday specified in paragraph A above shall be varied from the 7:00 A.M. above prescribed whenever necessary to coincide with the time nearest to 7:00 A.M. which is the regular starting time for the day shift in such department or section of each 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 of 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.

C. Subject to compliance with all the conditions set forth in "D" below, an employee who is on the payroll of the Company on any of the holidays listed in Paragraph A of this Section will be granted eight (8) hours holiday pay at the straight time rate of the job,

plus, such additional compensation to which he is entitled under other sections of this Agreement; except employees working compressed work week schedule, who are scheduled off on a regularly scheduled work day, will be paid 12 hours compressed rate. His rate of pay for time not worked will be computed as follows:

1. Holiday pay for time not worked will be computed at the rate of the job to which an employee is assigned on the date the holiday occurs, or at the rate of the job to which he is assigned on his last shift just preceding the holiday in those cases where he is not scheduled to work on the holiday.
2. If the employee has accepted extra work during a shutdown of his job, department, or plant which does not exceed seven (7) consecutive days just prior to the holiday and which shutdown extends into the holiday, he will receive his holiday pay for time not worked at the rate of the job to which he was assigned on the last day just preceding such shutdown or at the rate of the job on which he works during the shutdown, whichever is higher.

D. 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 that any employee whose failure to so work 260 hours was caused by curtailment of operations shall nevertheless be deemed to be in compliance herewith if he has been on the payroll of the Company for the one hundred eighty (180) days just preceding the holiday and has worked at least 520 hours during such 180 days, and the employee must have worked his scheduled work day before and his scheduled work day after such holiday, unless failure to work his scheduled work day before or after the holiday was due to any of the following events:

1. When the employee is on his regularly authorized paid vacation;
2. When the employee is unable to work by reason of an industrial accident as recognized by the Workmen's Compensation Board;
3. When the operation in which the employee is engaged is

curtailed or discontinued by the decision of the Management and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before or his scheduled work day after such holiday;

4. When a trade in shifts agreed upon between employees and approved in advance by Management results in a temporary change of the scheduled work day before or the scheduled work day after a holiday, provided the employee works the shift agreed upon;
5. When bona fide sickness or other bona fide compelling reasons beyond the control of the employee prevents the employee from working all or part of his scheduled work day before or his scheduled work day after a holiday, provided the employee affected, or the Local Union in his behalf, brings the case to Management's attention within a reasonable time and Management approves such reasons as being bona fide and beyond the control of the employee;
6. When the employee prior to a holiday has made a written request to be excused from working all or part of his scheduled work day before and/or after such holiday and has received the written approval of Management. Failure to grant approval will not be subject to the grievance procedure, but the Union Standing Committee may discuss with the Company any action that appears to it to be discriminatory.

E. An employee who cannot meet the requirements for the number of hours worked as set forth in "D" above to qualify for holiday pay may use the following credits toward meeting the required qualifying hours:

1. Any employee whose failure to work the 260 hours was due to absence caused by industrial injury or because of sick leave approved by Management shall be deemed to have met that requirement as to any holiday falling during the first 12 months of such absence recognized by the Workmen's Compensation Board or such sick leave approved by Management.
2. In the case of a returned serviceman who has returned to work prior to a holiday, and who otherwise qualifies for

holiday pay, the Company will waive the requirement of working 260 hours in the ninety (90) days just prior to the holiday.

3. Time spent on a paid vacation shall count as hours worked for the purpose of qualifying for holiday pay.

F. It is agreed, however, that an employee shall not receive the holiday pay provided above in paragraph C of this Section if he is directed to work on his regular (blue-slip) job (or relief job if he is 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 his working on such holiday.

### **G. Special Personal Floating Holiday(s)**

1. There shall be granted annually five (5) Special Personal Floating Holidays with pay to each regular (blue-slip and/ or labor pool) full-time employee, such special holidays to be arranged at dates mutually agreeable to the employee and the Company, during the Contract Year.

2. For each Special Personal Floating Holiday taken, an employee will be granted eight (8) hours' pay at the straight time rate of the employee's regular (blue-slip and/or labor pool) job subject to the following:

- a. New employee floating holiday(s) will be prorated during the remainder of their first contract year according to their date of employment within the contract year as follows:

Hired 1/1	3/31	4 Days	40 hrs. pay
Hired 4/1	6/30	3 Days	30 hrs. pay
Hired 7/1	9/31	2 Days	20 hrs. pay
Hired 10/1	12/31	1 Days	10 hrs. pay

- b. An employee will not qualify for a Special Personal Floating Holiday if on leave of absence of more than nine (9) months in the Contract year except in the case of sickness or injury.
- c. If an employee is required to work on a Special

Personal Floating Holiday, after a definite date has been designated for such a holiday, the employee shall be paid overtime for such work at the rate of time-and-one-half. The employee will then be entitled to take the said holiday with pay at a later date to be mutually agreed upon.

d. When the holiday is requested in writing prior to Wednesday at 7:00AM of the week prior, the payment of overtime shall not be a factor in the granting of a Personal Floating Holiday. The employee shall receive a written notice of the disposition of their request a minimum of 72 hours prior to the requested Personal Floating Holiday(s)

e. Employees who work four (4) or more consecutive hours on Independence Day (11:00P.M. July 3 to 7:00 a.m. July 5) will be entitled to one (1) additional floating holiday. Employees who work four (4) or more consecutive hours on the Christmas holidays (7:00 a.m. December 24 to 7:00a.m. December 26) will be entitled to one(1) additional floating holiday.

3. Special Personal Floating Holidays requested on Holidays covered in Section 14 A. will be covered on a voluntary basis: First from the job classification, then any qualified employee.

4. At the employee's request, Special Personal Floating Holiday will be paid retroactively to cover any bona fide absence, providing the employee has not exceeded an absenteeism rate of 1.3% average over a rolling 12-month period. For employees with regular schedules, all requests must be made by the end of their next regularly scheduled day worked following the date of absence. For reliefs, labor pool employees, and other employees without a regular schedule, all requests must be made by the end of their next day worked following the date of absence. Only three (3) bona fide absences per year can be covered retroactively.

5. Employees will not be scheduled to work hours that they would otherwise be ineligible to work absent the special personal floating holiday.

## **SECTION 15 – HOURS OF WORK**

A. The parties to the Agreement are committed to maintain the principle of a basic work week of forty (40) hours; but agree that additional time may be worked when such work is paid for as provided in other Sections of this Agreement.

B. When such overtime work is required, the Company will make reasonable effort to assign it to an employee(s) from the job classification in which the need for the overtime work occurred.

C. Employees are not guaranteed any number of hours of work in any week.

D. No employee will work in excess of sixteen (16) hours in a day, or sixteen (16) consecutive hours. For the purpose of this paragraph, the hour beyond which an employee shall not work shall be arrived at by including all meal periods.

E. Any employee required to work a twelve-hour shift will have the lunch period counted as hours worked for pay purposes.

## **SECTION 16 – SCHEDULING EMPLOYEE'S WORKING TIME AND DAYS OFF**

In scheduling an employee's working time and days off, the Company will comply with the following obligations and restrictions:

A. The Company shall assign two (2) days off each week for each employee except for employees involved in a four-shift tour schedule involving a seven (7) day continuous operation in which case one (1) day off shall be assigned for the periodic week in which the projected schedule results in one day off. A tour worker who is scheduled on such periodic weeks consecutively will also be assigned a second day off on such successive consecutive weeks for the application of Call Time and Overtime only. It is agreed that the second day off will normally be the day after the regular assigned day off. The Company shall make reasonable and diligent effort to arrange schedules so that the assigned days

off of any employee shall be consecutive.

B. 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 the Overtime provisions retain his assigned days off, but only for the remainder of that week.

C. The Company will not, solely for the purpose of avoiding the payment of overtime, change days off of a regular (blue-slip) employee in a week in which a holiday specified in Section 14 occurs.

D. An employee who has been required to work overtime or has been required to work on his assigned day or days off, shall not be laid off on one of his scheduled work days in the same week solely for the purpose of limiting his hours of work to forty (40).

E. When an employee is temporarily off work because of a shutdown on his job, department, or plant, extending for not less than forty-eight (48) hours in excess of that normally encountered in the working schedule, the employee's regular schedule of hours per day and days per week, including his starting time and assigned day(s) off, shall be deemed to have been voided and shall no longer be in effect.

F. If an employee is sent home during his regular scheduled shift with instructions to return later, and his return is canceled so that he works less than eight (8) hours he was scheduled to work, he will be paid as though he had worked eight (8) hours at his regular straight-time rate.

## **SECTION 17 – ALLOWANCE FOR FAILURE TO PROVIDE WORK**

A. In case any employee reports for work having been scheduled or ordered to report for such work, unless notified not to report before leaving home for work, and then no work is provided, he shall receive an allowance of three (3) hours pay at his straight-time rate for so reporting.

B. Notwithstanding Paragraph A above, in case an employee is scheduled or ordered to report for work on his assigned day(s) off and he is subsequently notified not to report less than 36 hours prior to the start of such work, he shall receive an allowance of three (3) hours pay at his straight-time rate.

C. In case any employee has commenced work on his regularly scheduled shift, he shall receive a minimum of six (6) hours pay at his straight-time rate. For the purpose of this Section only, an employee is considered to have commenced work once he has punched in at his designated time clock.

D. Failure to provide notice under Paragraphs A or B of this Section or failure to provide work under Paragraph C of this Section shall not require such payments if the failure to provide notice or work is due to a breakdown, accident, or interruption of power (loss of power provided to the mill). 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.

## **SECTION 18 – CALL TIME**

A. It is 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 except as provided in Paragraphs B-1 and B-5 of this Section, nor will Call Time be added to or paid in lieu of allowances payable under Section 17.

B. Regular (blue-slip) hourly-paid employees will be paid three (1) hours Call Time at the straight-time day rate in addition to the actual hours worked, subject to the following conditions:

1. Call time will be paid if, in accordance with instructions from Management, an employee works on Independence Day, day before Christmas, Christmas, Labor Day, or Floating Holidays as defined in Section 14, Holidays. Call time is payable for each separate or distinct shift worked wherein any of the shift hours fall within the defined holiday period.
2. Call Time will be paid if, in accordance with instructions from

Management, an employee works on his assigned day(s) off as defined in Section 3 and Section 16 subject to the following exceptions marked “a” and “b”.

- a. When an employee works beyond his shift into his assigned day off for a period not to exceed four(4) hours, no Call Time is payable.
  - b. When an employee starts his following day’s work, within his assigned 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 thirty-six (36) hours notice thereof, has been given prior to the start of such work.
3. Call Time will be paid if, in accordance with instructions from Management, an employee punches out either during or at the end of his regular shift, and reports for work again in the same day subject to the following exceptions marked “a”, “b”, and “c”:
- a. When the additional period of work in the same day results from a reasonable meal period, no Call Time is payable.
  - b. 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 (1) hour or more during a shift due to a failure of equipment or interruption of power, no Call Time is payable.
  - c. 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 two (2) hours and if at least thirty-six (36) hours notice thereof, has been given prior to the start of such work.
4. 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 “a” and “b”:
- a. When notice of the change in starting time is given at least thirty-six (36) hours prior to the newly established

starting time, no Call Time is payable.

- b. 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 his previously established starting time at the end of the temporary period.
5. An additional Call Time will be paid if, in accordance with instructions from Management, a mechanic who has been called to work on an emergency job(s) is assigned to work on an additional job(s) during the same emergency call-in period. In no case shall more than two (2) call payments be made for one such period of work. A Yard Worker, Equipment Operator, or Senior Equipment Operator called to operate mobile equipment will also be covered under the provisions of this Paragraph B-5.
  6. An employee who volunteers to participate in the following mill activities: Orientations, interview Boards, Tours, Health & Wellness Committees, Health Fairs, Picnic Committees, Mill Improvement Process (MIP), United Way, Safety Action Committee (SAC) Participants (not designated by the Company or Union as network members), Job Fair Committees, County Fairs and Finding a Better Way Committees is not eligible to receive call time. All other contract provisions will apply. By mutual agreement the Standing Committee may add newly created activities or committees of similar nature or delete from the above list.
- C. When an employee has been notified to report for work at a time other than his regular shift under circumstances which would entitle him to a call time payment, and he is subsequently notified that such work has been canceled, he shall nevertheless be paid a call time allowance if he receives notice of cancellation after leaving the mill on his last shift preceding the canceled period of work.
- D. It is agreed that the starting time of an employee's work may be changed at any time by the management.
- E. It is agreed that when an employee's assigned day off

is traded for another day in the same week at his request and for his own convenience, with Management's consent but not at Management's request, no Call Time is payable, and such a change in day off, made at the employee's request, is not to be considered a transfer initiated by the Company as outlined in Paragraph B of Section 16.

F. When certain privileges, such as working on an employee's assigned day off, trading shifts, or reporting for work at an earlier or later starting time than that established, are requested by employees for their own convenience, Call Time is not payable.

G. Paragraph B-3 of this section, relating to a recall to work or a separate shift in the same day in addition to an employee's regular shift, is intended to require the payment of Call Time regardless of whether the employee reports for the separate and additional period of work in the same day before he reports for his regular shift or after he punches out from his regular shift provided it is actually a separate period of work apart from his regular shift and does not extend into or out of his regular shift.

H. It is agreed that when an employee is temporarily off work because of a shutdown of his job, department, or plant, extending for not less than forty-eight (48) hours in excess of that normally encountered in the working schedule, the employee's regular schedule of hours per day and days per week, including his starting time, and Assigned Day(s) Off, shall be deemed to have been voided and shall no longer be in effect. Call Time shall not be payable for any assignments to extra work during the shutdown period or for assignments in connection with the resumption of operation of the job.

I. Call Time will be paid to non-tour workers who make more than two (2) shift changes in a work week; the Company will not pay call time for Maintenance employees exercising their choice, Labor Pool employees, and people in the Utility classification.

## **SECTION 19 – STARTING AND STOPPING WORK OF TOUR WORKERS**

When a tour begins, each tour worker is required to be in his place. At the end of a shift, no tour worker shall leave his place to wash up and dress until his mate has changed his clothes and reported to take on responsibility of the position. If a tour worker does not report for his regular shift, his mate shall notify the supervisor. He shall then remain at his post until a substitute is secured and, if necessary, he shall work an extra shift. It is the duty of a tour worker to report for his regular shift, unless he has already arranged with his supervisor for a leave of absence. If unavoidably prevented from reporting, he must give notice to the designated Company contact before his tour goes on duty.

Employees shall clock out no more than seven(7) minutes after the end of their regular shift and may clock in no more than seven (7) minutes before their scheduled shift begins.

## **SECTION 20 – STARTING AND STOPPING WORK OF DAY WORKERS**

Day workers shall be at their respective posts ready to begin work at the time their day starts and shall not quit work in advance of the time their day stops. For example, if a mechanic's pay time is from 7:00 a.m. to 11:00 a.m. and from 11:30 a.m. to 3:30 p.m., he shall be at his post ready to work at 7:00 a.m. and 11:30 a.m., and shall not quit work until 11:00 a.m. and 3:30 p.m.

A day worker may be required at the end of his shift to not leave his place until his mate has reported and taken on his responsibility of the position.

Employees shall clock out no more than seven (7) minutes after the end of their regular shift and may clock in no more than seven (7) minutes before their scheduled shift begins.

## **SECTION 21 – DISCIPLINARY ACTION**

- A. Causes for disciplinary action, up to and including discharge:
1. Bringing intoxicants or illegal drugs into or consuming intoxicants or illegal drugs in the mill or on mill premises.
  2. Reporting for duty under influence of alcohol or illegal drugs.
  3. Disobedience.

4. Smoking in prohibited areas.
5. Deliberate destruction or removal of Company's or another employee's property.
6. Neglect of duty.
7. Refusal to comply with Company rules, provided that such rules shall be posted in each department where they may be read by all employees and further that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement; and further provided, that any existing or new rules or changes in rules may be the subject of discussion between the Union Standing Committee and the Mill Manager, and in case of disagreement, the procedure for other grievances shall apply.
8. Disorderly conduct.
9. Dishonesty.
10. Sleeping on duty.
11. Failure to report for duty without bona fide reasons.

B. **Discharge or suspension** of an employee (not including a temporary lay-off) shall be based on just and sufficient cause with full explanation given 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.

C. **Reprimands** shall be removed from an employee's record at the end of one (1) year provided no further reprimands are issued in the one-year period. Records of offenses, for which an employee received a suspension, shall be removed from an employee's work record at the end of three (3) years.

1. No employee will be requested or required to sign a written reprimand.
2. The Company will promptly furnish to the Local Union a copy of every written reprimand and a copy of any notation on the Employee's record relating to any verbal reprimand.

## **SECTION 22 – BULLETIN BOARDS**

The Employer shall supply adequate enclosed official bulletin boards for the use of the Union in posting of officially signed bulletins.

## SECTION 23 – SAFETY

The Company, the Union, and all employees will cooperate in promoting safe working practices and conditions in the Mill.

- A.** Supervisors are to confine their **instructions and procedures** within the generally accepted standards of safe practices.
- B.** Employees and the Company are to comply with all **safety rules** as established by the Company from time to time.
- C.** The Company and the Union shall establish a **Wauna Safety Council** composed of nine members from the Union designated by areas of the mill and six members of management as appointed by the Company which will meet at least once a month to consider all safety problems and safety rules. The size of the WSC can be adjusted by mutual agreement between the Parties. Duties of this committee shall include review and recommendations of:
1. Mill-wide safety rules
  2. Mill-wide and departmental safety inspection procedures
  3. Mill-wide safety promotion programs
  4. Safety recommendation procedures
  5. Serious accident investigations
  6. Safety programs
- D.** The Company and the Union shall establish either departmental, progression and/or crew **Safety Committees** composed of members from the Union and the Company. The duties of these committees shall include:
1. Conduct periodic safety inspections
  2. Review and recommend department safety rules
  3. Review and recommend department safety promotion programs
  4. Participate in investigations of accidents
- E. Safety Shoes:** If requested by an employee who has been on the payroll for over six (6) months, the Company will reimburse employees for the cost of safety shoes as follows:

- Effective January 1, 2016: \$165 Annual Allowance
- Effective January 1, 2017: \$170 Annual Allowance
- Effective January 1, 2018: \$175 Annual Allowance

The remaining amount from one calendar year may be carried over to the next calendar year up to maximum of doubling the single year allowance. Repairs or rebuilds are eligible for reimbursement.

F. **Safety glasses**, frames, and lenses (prescription lenses if needed) will be paid at 100% if purchased through the Medical Department.

## SECTION 24 – SENIORITY

This section shall determine the extent of application of an employee's length of service in those situations in which seniority is a factor, namely: promotions, demotions, transfers, layoffs and recalls.

### A. Definitions:

For the purpose of this section and ground rules established hereunder the following definitions shall apply:

1. **Mill** means the entire manufacturing facility at Wauna in which the employees are covered by this agreement.
2. **Mill seniority** means the length of continuous service of an employee from the most recent date of hire at the Wauna mill.
3. **Progression Ladder Seniority** means the length of service in a progression ladder.
4. **Job Seniority** means the length of service in a given job classification.
5. **Job opening** means an opening which Management decides must be filled.
6. **Progression ladder** means a series of reasonably related jobs.
7. **Promotion** means the movement of an employee from any rung on a progression ladder to a higher rung on that same ladder.
8. **Demotion** means the movement of an employee from a higher rung on a progression ladder to any lower rung on that same ladder and also means the movement of an employee from the bottom rung of a ladder, or from any job not on a ladder, to a layoff pool.

9. **Transfer** means the movement of an employee from any job to a job opening which is not a promotion or a demotion, as defined in 7 and 8 above.
10. **Layoff** means the movement of an employee from any job to unemployed status.
11. **Recall** means the return to work of an employee who has been unemployed but who has not lost seniority.
12. **Qualified** means the ability of an employee to satisfactorily discharge the duties and responsibilities of the job involved based on his qualifications and his past performance, and as to entry on the bottom rung of a progression ladder, means in addition, his ability to progress through the ladder.
13. **Seniority Ground Rules** means rules and procedures established in the manner set forth in this Section 24 for the application of seniority.
14. **A Layoff Pool** means the Labor Pool or Yard base-rate jobs plus any other jobs which may be designated for the purpose of permitting qualified senior employees, who would otherwise be laid off from work, to exercise their seniority. (See Exhibit D - Supplemental Agreements Section)
15. **Major curtailment** is 60 consecutive days.
16. **For a curtailment of up to 48 hours**, the senior employee on each shift will be scheduled for any available work. **For curtailments over 48 hours**, the senior affected employees will be scheduled for any available work.

## **B. Progression Ladders:**

1. The parties agree that management shall have the right to establish new progression ladders or change or eliminate existing progression ladders. However, any employee adversely affected by such action by management has the right to process a grievance, but if it reaches the arbitration stage, the arbitrator's decision shall not establish, change, or eliminate any progression ladder.
2. Any dispute arising out of the claim that an employee's job rights based on his seniority have been adversely affected

by the Company's application of this Section or governing ground rules may be processed through the entire grievance procedure. Should the dispute reach the arbitration stage, the arbitrator's decision shall be limited to (a) directing the placement of the employee on a job giving effect to his seniority and qualifications and (b) if back pay is an issue, and the arbitrator orders payment thereof, it shall not be retroactive to a date earlier than the date the grievance was first presented to Management.

### **C. Promotion Procedure:**

1. In filling job openings other than as provided in (C.2), first consideration will be given to the qualified employee with the most job seniority in the job immediately below the job opening. When job seniority is equal, then progression ladder seniority shall prevail. When job and progression ladder seniority are equal, then mill seniority shall prevail.
2.
  - a. On-shift promotions may be made for vacations and floating holidays.
  - b. All other vacancies which include, but are not limited to, replacements due to sickness, accident, a move out of the bargaining unit, scheduled absences, special assignments, vacations which are taken contiguous with retirement or an approved leave of absence, etc. will be filled according to C.1. except as follows:
    - i. On-shift promotion may be made for full-week vacancies that become known after day shift on Friday of the preceding week and for parts of a scheduled week. Known means reasonable notice to the department scheduler. Employees on all other schedules may be moved up by on-shift promotion of not more than the remainder of the scheduled work week.
    - ii. A department may modify C.2. above, subject to departmental approval.
3. The Company will notify the employee involved and the Local Union of each case in which it determines that an employee lacks the qualifications to be promoted as described above.

Such employee will be considered frozen as described in paragraph I.1b of this Section 24 unless he becomes qualified for a future promotion to the same job.

**D. Transfer Procedure:**

1. a. Job openings will be posted in the Employee Access System (EAS) system for a period of fourteen (14) days prior to the filling of that job on a permanent basis. It shall not be necessary to post temporary job openings, unless such a temporary job opening has been temporarily filled for six (6) uninterrupted months. Should a regular (blue-slip and/or labor pool) employee desire to bid on a posted job opening, he shall make application to the Human Resources Department prior to the end of the fourteen (14) days posting period. Such bid shall remain active until the job opening is filled  
  
b. Job openings in above (a) for which no qualified applicant has applied will be posted, but if this does not generate a qualified candidate, the job will be filled by outside hire.
2. The Company shall consider such employees for such job openings as arise in order of their mill seniority, subject to the employee being qualified. The need for the employee in his current job may delay the transfer, following selection, but in no case shall he be held on his present job for more than fourteen (14) days from the following Monday, unless extended by agreement between the Company and the Union.
3. When an employee accepts a transfer to another job, he shall have his seniority protected in his old job for a period of 60 days to be exercised only in case he fails to qualify or elects to return to his former job. However, should an employee with longer seniority protection displace such employee after the above 60-day period has expired, such employee will have his seniority protected on his old job extended for that same longer period of time. The 60-day period may be extended by agreement between the Company and the Union Standing Committees. Upon completion of the 60-day probationary period, the employee will be blue-slipped as of the first day

he/she entered the department.

4. An employee can transfer up to once in a 9-month period. For apprenticeship openings and newly created jobs only, an employee may apply for transfer even if they have transferred within the previous nine (9) months. The transfer of an employee who is later disqualified during the probationary period by the Company and returned to his former job will not be counted in applying this Paragraph 4. However, if an employee declines the opportunity to transfer or if after transferring decides to return to his former job, he will be considered to have exercised his one transfer for the nine-month period. Moves for substantiated medical or personal reasons acceptable to the Company will not count as a transfer and do not have to meet the limitations of job bidding described in this Paragraph 4. An employee with substantiated medical reasons will be considered for suitable job openings whether they had previously signed up or not.
5. Blue-slipped employees wishing to relinquish their blue- slip and move to the Labor Pool can only do so by mutual agreement between the Joint Standing Committee.

**E. Probationary Period:**

1. All new employees will be required to serve a probationary period of sixty (60) working days, not to exceed one-hundred fifty (150) calendar days of continuous employment, unless extended by agreement between the Company and Union Standing Committees.
2. All new reliability employees will be required to serve a probationary period of ninety (90) working days, unless extended by agreement between the Company and Union Standing Committees.

**F. Loss of Seniority:**

Seniority shall be terminated for the following reasons:

1. If the employee voluntarily leaves the employ of the Company;
2. If the employee is discharged;
3. a. During the first year of an employee's layoff, the Human Resources Department will notify the employee of a

permanent job opening available in the mill which the laid-off employee has the ability and experience to fill, and to which his seniority may entitle him. Notice will be made to the employee by certified mail (return receipt requested) sent to his last known address. The notified employee will be given seven (7) days, not including weekends and holidays, after mailing of such notice to notify the Human Resources Department that he desires to return to work, and fourteen (14) days after mailing of such notice to actually report to work unless this period is extended by express permission of the Company. The failure of such laid-off employee to comply with any of the above conditions within the time limits specified, or the failure of a suitable vacancy to occur within one year of his layoff shall result in the forfeiture of all his recall rights and he shall be terminated from the payroll of the Company.

- b. In any case where an employee is absent from work because of a physical disability, the employee's rights to any benefit under the Labor Agreement will be maintained for a period of two (2) years, unless any competent medical authority advises that such employee is deemed permanently disabled to the point where employment should not be resumed. At the end of the two (2) years of disability, Management will take no action to terminate the disabled employee without prior consultation with the Union Standing Committee. In any case where employment is held open beyond two (2) years, such employee will not accumulate seniority during such extension beyond two (2) years.
- c. During the layoff or leave of absence period provided for herein, the employee's right to his job will be maintained; he will receive Vacation pay if qualified under Section 26; will receive Holiday pay if qualified under Section 14, and will be eligible for such Health and Welfare coverage as is available to him under the Plan in effect during his absence.

## **G. Supplementary Provisions:**

1. Any employee not on the pre-apprenticeship list who is temporarily assigned to the reliability department and doing unskilled work will be paid the labor pool rate of pay.
2. When temporarily assigned to the reliability department and working under the direction of a reliability employee, an employee qualified under the pre-apprenticeship program will be paid the rate of Apprentice I.
3. Current progression ladders and new or changed Seniority Ground Rules will be electronically available to employees. Hard copies will be provided to employees upon request.

## **H. Establishment of Seniority Ground Rules:**

1. Written Seniority Ground Rules (which effectuate the application of seniority as provided in this Section 24) shall continue in effect during the period of this Agreement subject to change only by mutual agreement of the parties.
2. Additional Seniority Ground Rules may be established, or existing Seniority Ground Rules changed by mutual agreement of the parties. When mutual agreement has been reached by the Union Standing Committee and the Company Standing Committee, to be effective, such Seniority Ground Rules must be reduced to writing, identified as such and signed by the Mill Manager.
3. In the event mutual agreement has not been reached as to the establishment of, or a change in, any Seniority Ground Rule, the Company may nevertheless keep in effect or put into effect the Ground Rule which is the subject of disagreement. Any claim that an employee's seniority rights have been adversely affected by the application of this Paragraph 3 may be processed through the entire grievance procedure.

## **I. Seniority Ground Rules:**

1. Employees are expected to accept opportunities for promotion and may not freeze or unfreeze except by written agreement between the Company and the Union Standing Committees after the employer has notified the Local #1097 Executive Board, and in accordance with the following

principles:

- a. When an employee uses his job seniority and bypasses another employee who is frozen in a job on the progression ladder, he will acquire job seniority rights to the job to which he has moved and will be considered permanently ahead of the by-passed employee. By-pass rights are not acquired by on-shift move-ups.
  - b. Not more than one-half the number of employees on any given job above the bottom job on a progression ladder will normally be allowed to freeze at any one time.
  - c. Freezing will not normally be allowed on the bottom job in any progression ladder.
2. In the event there is a reduction in the working force or curtailment of production in excess of 48 hours which results in demotions or layoffs, employees shall be demoted or laid off in the reverse order of their promotions.
  3. Lay-offs from among employees in the lay-off pool will be made on the basis of inverse mill seniority. Lay-off pool job classifications shall be determined by mutual agreement between the Company and the Union - **(See Exhibit D-Supplemental Agreements)**.
  4. In all cases of layoff extending longer than the beginning of the second week following the day his layoff starts, a qualified senior regular (blue-slip) employee will not be continued on layoff as long as a junior employee is working on a layoff pool job. However, if a qualified senior regular (blue-slip) employee is scheduled, prior to 8:00 A.M. on Friday to be laid off beginning Monday of the following week, such employee will not be laid off as long as a junior employee is working on a layoff pool job.
  5. Employees who are displaced from a blue-slip job to the layoff pool due to a major curtailment, after sixty (60) days, may have a one (1) time opportunity to bid on a posted job opening and still retain grandfather rights to their previous blue-slip job. Such grandfather rights will be retained for a period of twelve (12) months, commencing on the day the employee accepts a bid. If, at any time, an employee declines to exercise his grandfather rights to return to his former job,

then he will be considered to have forfeited all rights to said job. This provision shall not apply in cases where the Company announces the future startup of curtailed assets prior to the sixtieth day of curtailment.

6. Employees who have been laid off will be recalled for any work that is available, in accordance with their mill seniority in the case of lay-off pool jobs, and in accordance with their job seniority, in the case of filling other jobs to which their job seniority entitles them.
7. The Company shall furnish seniority lists to the Local Union upon request, but not more frequently than each ninety (90) days.
8.
  - a. **Any employee covered by this Agreement, who accepts a job with the Company, which is outside the bargaining unit** may return to his former job within thirty(30) days without loss of seniority.
  - b. **Any employee covered by this Agreement, who accepts a temporary job with the Company, which is outside the bargaining unit,** may return to his former job within one hundred eighty (180) days without loss of seniority. This period may be extended by an additional 180 days by mutual agreement between the Company and the Union.

## **J. Permanent Job/Progression Ladder Elimination:**

In cases of permanent closure of a progression ladder and/ or jobs, the affected employee(s) may exercise their progression ladder, and then their mill seniority, in accordance with the following principals:

### **1. Closure**

- a. If a non-progression job or an entire line of progression is permanently eliminated, then affected employee(s) will be offered a "one-time" opportunity to displace a junior employee(s) occupying the bottom rung of remaining progression ladders in the mill. This opportunity only applies to bottom rung jobs filled after ratification of the 2000 Labor Agreement.

- b. In cases where two or more lines of progression share a common relief pool, employees affected by a permanent closure must first exercise their progression ladder seniority and thereby displace progression ladder junior employees in the common relief pool. Relief employees who are displaced will be offered the “One-time” opportunity described in 1.a.
- c. Displacement of junior employees occupying the bottom rung of the remaining mill progression ladders will be limited to displacement of no more than 50% of the employees occupying the bottom rung of any progression ladder. In progression ladders where more than 50% of the employees on the bottom rung are mill junior, this restriction does not apply.

## **2. Grandfather Rights**

- a. In all instances, affected employees will be granted Grandfather Rights to return to their previous progression ladder if a permanent opening in that ladder becomes available. Employees returning under this Section will retain their previous progression seniority date. If an employee refused to exercise their Grandfather Rights, they permanently forfeit those rights.
- b. If they forfeit their Grandfather Rights to their original job, they will also forfeit their retained job rate.
- c. Where jobs/progression ladders are eliminated, or an employee is displaced, and that employee had bid into that job/progression ladder for less than one (1) year, that employee will have the option to return to their previously held job. If the employee declines to exercise their grandfather right of return to the job they were displaced from, then the employee will be assigned to the labor pool. If an employee has become a successful bidder after being displaced, that employee will not be assigned to the labor pool if the employee declines their grandfather rights.

## **3. The above paragraphs (1–2) describe the general application of the principles which will guide the parties under the circumstances described in this section. The Local Union**

and the Company Standing Committees, by mutual agreement, have the authority to modify the specific application of this paragraph 'J' in order to respond to situations as they might arise.

## **SECTION 25 – LUNCH PERIOD**

If, in accordance with instructions from management, an employee's unpaid lunch period is shortened, or if his unpaid lunch period is rescheduled so that it begins more than one-half hour earlier or ends more than one-half hour later than his regular unpaid lunch period, the employee will be paid for such lunch period and will be allowed to "eat on the fly."

## **SECTION 26 – VACATIONS**

A. Employees as defined in this Agreement shall be granted a **one (1) weeks' vacation** with pay, subject to the following terms and conditions:

To be eligible for a one (1) weeks' vacation during the year subsequent to any June 1st, the employee must be on the payroll of the Company on said June 1st and either

- a) 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
- b) Have worked a minimum of 1,500 hours prior to said June 1st.

B. Employees as defined in this Agreement shall be granted **two (2) weeks' vacation** with pay, subject to the following terms and conditions:

To be eligible for two (2) weeks' vacation during the year subsequent to any June 1st, the employee must qualify under the conditions set forth above for a one (1) weeks' vacation, and in addition either

- a) Have been an employee for not less than two (2) years prior to said June 1st, during which the employee worked a minimum of 1,000 hours in each of the two (2) years, or
- b) Have worked a minimum of 1,500 hours prior to June 1st

in the first year of his employment and a minimum of 1,000 hours prior to June 1st in one (1) additional year.

C. Employees as defined in this Agreement shall be granted **three (3) weeks' vacation** with pay, subject to the following terms and conditions:

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 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

- a) have been an employee for not less than five (5) years prior to said June 1st, or
- b) have worked a minimum of 1,500 hours prior to June 1st in the first year of his employment and have been an employee for not less than four (4) additional years.

D. Employees as defined in this Agreement shall be granted **four (4) weeks' vacation** with pay, subject to the following terms and conditions:

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 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

- a) have been an employee for not less than ten (10) years prior to said June 1st, or
- b) have worked a minimum of 1,500 hours prior to June 1st in the first year of his employment and have been an employee for not less than nine (9) additional years.

E. Employees as defined in this Agreement shall be granted **five (5) weeks' vacation** with pay, subject to the following terms and conditions

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 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

- a) have been an employee for not less than fifteen (15) years prior to said June 1st, or
- b) have worked a minimum of 1,500 hours prior to June 1st in the first year of his employment and have been an employee for not less than fourteen (14) additional years.

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

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 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

- a) have been an employee for not less than twenty (20) years prior to said June 1st, or
- b) have worked a minimum of 1,500 hours prior to June 1st in the first year of his employment and have been an employee for not less than nineteen (19) additional years.

G. Employees as defined in this Agreement shall be granted **seven (7) weeks' vacation** with pay, subject to the following terms and conditions:

To be eligible for seven (7) weeks' vacation during the year subsequent to June 1, 2008, the employee must be on the payroll of the 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:

- a) have been an employee for not less than twenty-five (25) years prior to June 1, 2008, or
- b) have worked a minimum of 1,500 hours prior to June 1, 2008 in the first year of his employment and have been an employee for not less than twenty-four (24) additional years.

Any employee not meeting the conditions 1. and 2. by June 1, 2008 will not be eligible for seven (7) weeks' vacation. All employees who are eligible before June 1, 2008 will be grandfathered for their seven (7) weeks' vacation.

H. Provided that, with respect to either sub-Paragraph "a" or "b" of Paragraphs "A", "B", "C", "D", "E", "F" or "G" 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.

I. Any employee who does not meet the qualification of hours worked set forth in Paragraphs "A", "B", "C", "D", "E", "F" or "G" above may, where applicable, use the following to qualify for a vacation:

1. Time lost as a result of an accident, as recognized by the Workmen's Compensation Board, suffered during the course of employment shall be considered as time worked in applying the above provisions.
2. For the purpose of determining the qualification for vacations of an employee with five (5) or more years of continuous service, time lost by him for which non-industrial sickness or accident benefits are paid to him under the Company's Group Insurance shall be construed as time worked in applying the provisions of Paragraphs "B", "C", "D", "E", "F" and "G" of this Section. Provided, (1) that time so lost shall be computed at eight (8) hours per day and forty (40) hours per week, and (2) that if the time lost so computed exceeds 520 hours in the prior "vacation year", only 520 hours shall be considered as time worked under the provisions of this sub-paragraph. Vacation year means twelve (12) consecutive months subsequent to any June 1st.
3. For the purpose of qualifying for vacation pay, an employee shall be considered to have worked the hours he would have been scheduled to work during his vacation period, but not to exceed 8 hours a day and 48 hours a week.

J. The vacation pay for an employee who qualifies is to be

computed in accordance with the number of hours as set forth herein and shall be computed at the higher of:

1. The job rate of his regular job as such rate exists on the day his vacation starts, or
2. The weighted average straight time hourly rate paid to the employee in the prior contract year, adjusted for the change, if any, in his average rate effective on the effective date of the last general wage increase preceding the time at which his vacation is taken. Said average rate (1) 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 he 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 of hours he worked in said year. Vacation Pay Allowance of fifty-four (54) hours will be paid for each week of earned vacation subject to all other provisions of this Section 26.
  - a. **Vacation pay for employees hired after January 1, 2016 shall be capped at forty-four (44) hours per week, multiplied by the employee's hourly rate.**

K. The vacation must be taken within the vacation year; that is, it may not be accumulated to be used in the following year. However, employees who are eligible for more than two weeks' vacation may bank all or part of their vacation period over two weeks. Employees may bank only full weeks of vacation and a maximum of five (5) vacation weeks may be accumulated in the bank. Banked vacation weeks may be withdrawn at retirement or for extended vacations. The vacation pay for banked vacations will be based on the employee's regular (blue-slip) rate at the time of withdrawal from the bank at 54 hours for each week.

**Effective June 1, 2017, the provision above will be eliminated and replaced with the following:**

If an employee notifies the Human Resources department of his/her intention to retire during the following vacation year,

he/she will be eligible to “bank” full weeks of vacation from the current vacation year to be taken contiguous with the employee’s date of retirement. Should the employee not retire as planned, the employee will be paid for the banked vacation eligibility in lieu of time off at the end of that vacation year and not be eligible for any future vacation banking. The vacation pay for banked vacations will be based on the employee’s regular (blue-slip) rate at the time of withdrawal from the bank at 54 hours for each week. A maximum of five (5) vacation weeks may be accumulated in the bank.

L. The allotment of vacation time, including banked vacations, is to be decided by Management.

1. a) Management is permitted, but not obligated, to adjust starting days of vacation time for employees, if so requested. However, any employee’s request for vacation running from day off to day off will be granted subject to the other provisions of this Paragraph L.
2. a) A maximum of four weeks of vacation may be taken, at the employee’s option in the form of vacation pay in lieu of time off at a pay allowance of (54) hours for each week. Employees may elect to sell full weeks of vacation pay to their 401(k) savings plan, subject to plan provisions, in lieu of taking vacation time off. Employees must take a minimum of two weeks of vacation per year.
3. a) It is agreed that Management is not committed to schedule three, four, five, six or seven consecutive weeks of vacation.
4. a) All employees sign up prior to April 1. Management will schedule vacation time from the requests so made on the basis of mill seniority. From April 8 to April 30, people who signed-up for vacation weeks but were denied will have the opportunity to reschedule, by seniority, those weeks. After April 30, vacations shall be granted on a first come first served basis consistent with the vacation allotment schedule. All employees shall take, schedule, bank, or sell (per paragraph 2 above) their full allotment of eligible weeks of vacation no later than November 1st.
5. a) Management shall give timely notice to each employee of

his scheduled vacation and shall then consider in good faith, before making final decision, any change asked for by the employee or the Union Standing Committee. Such change may be asked for and shall be considered whether it arises from a personal preference for a vacation during a particular part of the vacation year or from an announcement by Management that the vacation time is to be scheduled so as to coincide with an announced shutdown.

6. a) Employees who are eligible for three (3) or more weeks of vacation will be allowed to schedule a one (1) weeks' vacation in full day increments of less than four (4) days for shift workers and less than five (5) days for day workers. Election to exercise this option will not be revocable once an employee has been paid.
  - b) day for day-at-a-time vacation will be administered via a lump-sum check on the next available payday.
  - c) Prior to taking the one (1) week of day-at-a-time vacation, all Personal Floating Holidays (earned in the previous contract year or carried forward from the previous contract year) must be taken. Day-at-a-time vacations requests must be submitted prior to Wednesday at 7:00 AM of the prior week. Subsequently, day-at-time vacations days will be scheduled using the same notification/approval requirements as per Personal Floating Holidays.
  - d) Day-at-a-time vacation requests that require overtime to cover will generally not be approved.
- M. It is agreed that any employee who has left the employ of the 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.
- N. Any returning serviceman who -
1. was on the payroll of the Company at the time of induction into the armed forces; and

2. made application to return to the employ of the Company within ninety (90) days after being relieved from duty in the armed forces; and
3. actually performed work for the Company on or before the June 1st immediately following his return from the armed forces; and
4. had qualified for one (1) weeks' vacation while in the employ of the Company in the eligibility period in which he was inducted, or in the next preceding eligibility period, or whose service with the Company immediately preceding his induction, plus his service since his return from the armed forces immediately preceding June 1st, is sufficient to qualify him for a vacation under the requirements existing at the time he returns shall be granted one (1) weeks' vacation with pay, whether or not he worked 1,000 hours in the eligibility period immediately prior to said June 1st.

Any returning serviceman, when he has qualified for one (1) weeks' vacation on any of the basis made available to him and whose total length of service with the Company including the time spent in the armed forces is sufficient to qualify him 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. It is understood that there shall be but one vacation for each eligibility period.

O. When an employee is retiring, he is terminated from the payroll as an employee and as such he is no longer a part of the collective bargaining unit covered by this agreement. However, management has agreed that in the case of an employee who is retiring prior to June 1st pursuant to the retirement plan in effect, or at age 65, or later, pursuant to the Social Security Act, and who has fulfilled the requirements of the Agreement as to hours worked within the vacation year, the requirement that he be on the payroll on June 1st shall be waived and upon retirement he shall be paid a sum equivalent to vacation pay based on his then current rate. Provided, however, that if said retiring employee has not fulfilled the requirement of the Agreement as to hours worked within that

vacation year, it is agreed that upon retirement he shall be paid a sum which shall be computed on a prorated basis dependent on the number of hours he worked as related to 1,000 hours.

P. In the event an employee dies while on the payroll prior to June 1st but who, prior to death, fulfilled the requirements of the Agreement as to hours worked within that vacation year, his heir (or heirs) shall upon proof of entitlement satisfactory to the Company, be paid vacation pay he would have been entitled to at his current rate. If, within six months after the employee's death no application has been made to the Company by any heir (or heirs) or the Company by reasonable effort has been unable to locate heir (or heirs), the above stated obligation shall there upon terminate.

Q. An employee who leaves the employment of the Company prior to June 1st, and who has fulfilled the requirements of the agreement as to hours worked within the vacation year, shall have the requirement that he be on the payroll on June 1st waived. This provision does not apply to employees discharged under the terms of Section 21.

R. Subject to mutual agreement between the Company and Union, an employee may elect to donate a week(s) of vacation to another employee for legitimate humanitarian needs or emergencies. The employee receiving the donated vacation will receive the time off and the wages of the donating employee. The hours and dollars received shall not affect vacation eligibility or average rate of vacation pay for either employee. Tax liability goes with the dollars.

## **SECTION 27 – ADJUSTMENT OF GRIEVANCES**

A. All disputes, complaints, or grievances of any employee or the Union may be presented through the grievance procedures of this Agreement, and if not thereby settled may be processed to arbitration for a determination of whether the terms of this agreement have been violated. This Section shall not be applicable to grievances arising from discharge or suspension.

B. Standing Committees shall be maintained in the following manner:

1. The Mill Manager shall appoint a Company Standing Committee of up to five (5) individuals which shall represent the Company.
  2. The Local Union shall select from its membership a Union Standing Committee of up to five (5) members which shall represent the Local Union for the purposes stated in this Agreement.
  3. The Company Standing Committee and the Union Standing Committee have the authority to make the final decision consistent with the terms of this Agreement on matters properly before them. Either party may express reservation that it desires to refer the question under consideration to higher authority.
  4. Accurate minutes of every Standing Committee meeting must be kept and must be signed by the Chairman of the Company Standing Committee and the Chairman of the Union Standing Committee. The minutes shall include statements of positions and conclusions, if any. A copy shall be supplied to the Local Union.
  5. Conclusions reached in Steps 3 and 4 shall be prepared and signed by the appropriate parties. A copy shall be supplied to the Local Union.
- C. Should there be any dispute, complaint, or grievance of any employee or the Union, herein collectively referred to as grievances, the employee shall work as directed by Management pending final adjustment of the grievance. Any such grievance shall be deemed to have been waived if not adjustment of the grievance. Any such grievance shall be deemed to have been waived if not presented as a formal grievance by the employee to his supervisor within thirty (30) calendar days following either the occurrence out of which the grievance arose or the first date upon which the grievance could reasonably be assumed to have been known to the employee, whichever is later.

In order to facilitate the resolution of grievances at the 1st Step, the Company and Union hereby agree that any grievance settlement at the 1st Step does not establish a precedent with

respect to how a similar matter should/will be resolved in the future.

### **STEP 1**

Such dispute, complaint or grievance shall first be taken up with his supervisor by the employee. In the event the employee desires to submit the matter as a formal grievance, he shall present it in writing to the supervisor specifying the date of submission. The employee may have the Shop Steward accompany him when he discusses the matter with his supervisor. If the supervisor and the grievant are unable to arrive at a satisfactory settlement, to be timely, the grievance must be referred to Step 2 within ten (10) calendar days after the date the grievance was first presented to the supervisor as a formal grievance.

### **STEP 2**

Any such grievance shall be submitted in writing by the Union Standing Committee to the Company Standing Committee setting forth the circumstances out of which the grievance arose, and the remedy or correction requested. Subjects that have been presented at Step 1, but not mentioned in said written submission, shall nevertheless be dealt with.

1. Within ten (10) calendar days after the date of receipt of such written grievance the two committees shall meet.
2. If the two committees are unable to arrive at a satisfactory settlement within ten (10) calendar days after their initial meeting, to be timely the Union Standing Committee must

### **STEP 3**

refer the grievance in writing to the Mill Manager within fifteen (15) calendar days of the expiration of the ten (10) calendar days in Step 2-2.

1. Within thirty (30) calendar days after the date of such written notice the Mill Manager and/or his representative and the Local Union President and/or his representative(s) of the Local Union and USW International Staff shall meet.
2. If the Mill Manager and/or his representative and the representative(s) of the Local Union are unable to arrive at a satisfactory settlement within fifteen (15) calendar days after

their initial meeting, to be timely the Local Union may

#### **STEP 4**

submit a grievance based upon an alleged violation of any provision(s) of this Agreement to the arbitrator as provided in Sections 30 and 31 of this Agreement within thirty (30) calendar days after the expiration of the fifteen (15) calendar-day period in Step 4-2 for interpretation and/or application of such provision(s). It is agreed that if the United Steelworkers' International Executive Board or Local Union, pursuant to the United Steelworkers' International Constitution or local by-laws or constitution or any agency or court, decides that an employee's grievance was improperly withdrawn from the grievance procedure by the Union, the grievance shall be reinstated in the grievance procedure at the step from which it was withdrawn.

D. The parties in Step 2 and in Step 3 may, by mutual agreement in writing, extend the time limit specified in Step 2-2 and/or in Step 3-2 for a period not to exceed thirty (30) calendar days.

E. However:

1. In case of a grievance which affects a group of five (5) or more employees who have the right under this Agreement to present that grievance to their supervisor(s), an official or some other representative appointed by the Local Union shall have the right to take that grievance up directly with the Mill Manager and/or his representative in accordance with Step 3.
2. In case of a grievance affecting the rights of the Union, as such, as distinguished from grievances involving an individual employee or group of employees, the Local Union shall have the right to take that grievance up directly with the Mill Manager and/or his representative in accordance with Step 3

#### **SECTION 28 – APPEAL FROM DISCHARGE OR SUSPENSION**

A. If an employee who is not serving his probationary period claims to have been unjustly discharged or suspended during the life of this Agreement or any continuance thereof, to be timely his case must,

## **STEP 1**

within seven (7) days of the date of notice to the Local Union of such discharge or suspension, be referred in writing to the Mill Manager or his representative through the Local Union President or his representative.

1. These two parties, inclusive of USW Int'l Staff Representative, shall meet within seven (7) days of the date of the referral.
2. If, upon investigation, no settlement is made within ten (10) days of their initial meeting, to be timely the case must,

## **STEP 2**

within thirty (30) days of the expiration of the ten (10) day period in Step 1-2, submit the case to arbitration as provided in Sections 30 and 31 of this Agreement.

B. The parties in Step 1 may, by mutual agreement in writing extend the time limit specified in Step 1-2 for a period not to exceed thirty (30) days.

## **SECTION 29 – MEDIATION**

For discharge cases only, if the Local Union and Mill Manager are unable to arrive at a satisfactory settlement at Step 1 of the appeal procedure, the Local Union may elect to refer the appeal to mediation in place of Step 2 of the appeal procedure. The mediation will be processed in a timely manner, with the mediator rendering a bench opinion if the parties are unable to reach agreement. The mediator shall not have the authority to force either party to accept a particular opinion. Settlement discussions by the parties during mediation may not be introduced during subsequent arbitration, nor may the comments by the mediator be referenced. The mediator will be selected from a panel provided by the Federal Mediation and Conciliation Service, according to the same procedure used for arbitration, with the cost of the mediator paid equally by the Company and Union.

The Company and the Union may mutually agree to take any other grievance and/or appeal to non-binding mediation. The above conditions shall apply, however the mediator will not render

a bench decision unless otherwise agreed to by the Parties prior to the mediation.

## **SECTION 30 – GENERAL PROVISIONS REGARDING ARBITRATION**

A. In the event the parties are unable to reach a settlement of a grievance or an appeal from discharge or suspension, the dispute may be moved to arbitration in accordance with the provisions of this Section and Section 31, only if and after the timely utilization and completion of all prior Steps in Section 27 or Section 28, whichever is applicable, have failed to produce an agreement between the parties. The prior Steps and time limits for initiation and completion are set forth in Sections 27 and 28. Failure of the charging party to act within the applicable time limit specified for any Step in Section 27 or Section 28, whichever is applicable, shall constitute waiver of the charging party's right to further consideration of the case.

B. Each party to any case submitted to arbitration (1) shall bear the expenses of preparing and presenting its own case, including witnesses, and (2) shall pay one-half of the charges for hearing room expenses, fees of the arbitrator incurred in the arbitration, and the arbitrator's copy of the transcript of the hearing. If either party orders a copy of the transcript for its own use, that party shall pay for its copy.

C. It is agreed that each party to a case submitted to arbitration will do everything in its power to permit early selection of and decision by the arbitrator.

## **SECTION 31 – ARBITRATION**

A. Arbitration referred to in the preceding sections of this Agreement shall be in accordance with the provisions set forth below.

B. Arbitration shall be conducted by a single arbitrator. The determination by the Arbitrator shall be final and binding upon all parties concerned provided, however:

1. The Arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of the Agreement,

or to impose any obligation on the Union or Company not expressly agreed to by the terms of this Agreement.

2. In suspension or discharge cases submitted to arbitration, and as to which the arbitrator shall find the suspension or discharge to be unjustified, the amount of payment for lost time shall be determined by the arbitrator, but shall not exceed payment for lost time at the employee's rate of pay of the job he was on at time of suspension or discharge.
3. The OPERATING CONTROL, as provided in Section 2, is not subject to the grievance and/or arbitration procedures of this Agreement.
4. The arbitration proceedings shall be conducted in accordance with the Federal Mediation and Conciliation Service Labor Arbitration Rules except as modified by the provisions of this Agreement. In the event of any conflict between the said rules and this Agreement, this Agreement shall prevail.

C. The Union shall make application to the Federal Mediation and Conciliation Service for a panel of available arbitrators in the Pacific Northwest from which an arbitrator for the case involved shall be promptly selected by the parties. The parties to any case submitted to arbitration shall cooperate in arranging with the selected arbitrator for the time and place that, subject to the arbitrator's convenience, will best serve for the quickest disposition of the matter.

## **SECTION 32 – PROVISIONS FOUND TO BE IN CONTRAVENTION OF LAWS**

If any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Oregon, such provision shall be superseded by the appropriate provisions of such law or regulations so long as same is in force and effect, but all other provision 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 are 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 other authority having jurisdiction in the matter.

## **SECTION 33 – GENERAL POLICIES**

**A. Voting Privileges** - If work schedules are such as to make it difficult or impossible to exercise the privilege of voting, Management will, at the request of an employee, arrange for the modification of the employee's schedule of work to provide him adequate time to vote.

**B. Smoking Privileges** - Effective 9/1/2011, use of smoking and/or tobacco products in any form on Company property (including parking lots) is strictly prohibited.

**C. No Conflicting Agreements** - Neither the Company nor any supervisor shall have any private understanding or agreement with any individual employee or group of employees in conflict with this Agreement.

**D. Employees Not to be Displaced** - Supervisors and other salaried employees shall not displace the employees covered by this Agreement by doing work which would normally be done by such employees unless the performance of such work is required for:

1. Training purposes.
2. Emergencies which have or could cause harm to individuals or property or hinder operations.
3. Incidental work to help an employee or employees.
4. Instances when a qualified employee is not available but a relief is being pursued.

**E. Contract to be Explained** - The Company agrees to explain fully the terms of this Agreement to its supervisors and the Union similarly agrees to explain it to its members.

**F. Leave of Absence for Union Business** - Leave of absence without pay will be granted under the following conditions:

1. The President and Recording Secretary of the Local Union shall be granted leave of absence without pay up to one full shift when necessary to enable them to attend the regular,

periodic meeting of the Local Union, provided notice to the employer is given by the Local Union in writing, at least two weeks prior to each such meeting.

2. Employees duly elected or appointed to attend official Union conferences or conventions shall be granted a leave of absence without pay for the time necessary to attend such functions when notice to the employer is given by the Local Union in writing at least two weeks in advance. Time spent on such leave of absence shall be counted as hours worked (limited to eight (8) hours per day and forty (40) hours per week) for the purpose of qualifying for vacation and holiday pay. In addition to the President, or Vice President in lieu of, the granting of such leave(s) of absence shall be limited to three (3) people per leave event.
3. Additional requests for official Union business may be presented to the Company for consideration. The granting of such leave(s) of absence shall be limited to a reasonable number consistent with operating efficiency.

**G. Replacement of Privately-Owned Tools** - The Company will replace privately owned tools, or parts of tools, if evidence satisfactory to the Company is given that such tools were broken or made unsafe while being properly utilized in the performance of assigned work.

#### **H. Leave of Absence to Run for Elective Political Offices**

Upon written request from an employee giving at least two (2) weeks advance notice, the Company will grant an employee(s) a personal leave of absence for the purpose of his running for elective political office. Such leave of absence shall be without pay and shall not exceed six (6) months.

1. Seniority shall not be broken but shall only accumulate for a maximum of six months.
2. An employee must return to work or report his availability for work (if no work is available) at the end of his leave or within two (2) weeks following completion of the campaign for which the leave was granted, whichever is earlier, or he will be considered to have terminated.

3. When this Agreement terminates, leaves previously granted shall be continued for their originally stated period, subject to the provisions then in effect under any new agreement.
4. In the event the employee is elected, he will be granted an extension of his leave to serve one full term but not to exceed 4 years. No employee during his total career service within the Company shall be granted leaves in excess of accumulative total of 4 1/2 years under this Paragraph H.

**I. Box Facial 10-hour/Four-day Scheduling** - The Box Facial Section of the Converting Department will be operated under the terms of the language included in the Memorandum of Agreement signed on April 4, 1980 whenever production schedules permit.

**J. FMLA – Vacation Requirement** – Employees who qualify for leave of absence under the Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA) for reasons other than their own injury/illness shall be required to use any vacation, (excluding banked vacations), to which they are eligible as the first part of the leave. Intermittent FMLA for full shifts will require employees to utilize 1 week of “Day at a time” vacation, whether or not previously elected by the employee. If an employee exhausts their last remaining vacation allotment, he/she may request and be granted a one week leave of absence to cover their previously scheduled vacation per the requirements of the vacation guidelines.

**K. Payroll Direct Deposit:** All employees will be required to participate in direct deposit for all company payments as permitted by law. Advice of deposits will be available to employees online via the Company website.

## **SECTION 34 – NON -DISCRIMINATION**

In the administration of this Agreement both the Company and the Union agree that there shall be no illegal discrimination against any employee because of race, color, religion, age, sex, national origin, or handicap.

## **SECTION 35 – TERM OF AGREEMENT AND CHANGES IN AGREEMENT**

This Agreement shall be in effect from April 1, 2018 up to and including March 31, 2022 and shall be automatically renewed thereafter from year to year unless notice to terminate is given by either party as hereinafter provided.

A. This Agreement may be modified as follows: Either party desiring any modification shall mail to the other party notice in writing by Certified mail with a Return Receipt Requested sixty (60) days prior to March 31, 2022 or prior to any subsequent March 31 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 March 31, the earliest time at which such notice may later be so mailed is sixty (60) days prior to March 31 of the next year.

B. 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. Any agreement or modification arrived at in such negotiations and approved by a majority of the membership of the Union who vote in the referendum which shall be conducted for the purpose, shall be binding upon the parties to this Agreement.

C. In case negotiations conducted in accordance with “B” break down, either party may terminate this Agreement upon the expiration of ten days written notice mailed by registered mail, to the other party, at any time after the March 31 with reference to which the notice of modification has been mailed as provided in “A”.

D. The requirements of paragraphs A through C of this Section 35 notwithstanding, any provisions of this Agreement may be changed during its term subject to the approval of all parties to the Agreement.

## **SECTION 36 – WAUNA DRUG/ALCOHOL POLICY**

Georgia-Pacific is committed to providing a safe workplace for all employees. It is in the best interests of the employees,

the company, local union, and community that the Wauna mill remains free from employees reporting for work or working under the influence of illegal drugs, controlled substances, or alcohol. Individuals who have been drug tested for reasonable cause, post-accident or injury will not return to work until the results from the test have been reviewed. Management will revisit the current criteria for drug testing and, if changes are made, will share information or changes in criteria with Union Leadership.

- **Effective April 1, 2006, the Georgia-Pacific Corporate Drug/Alcohol Testing Policy (Non-DOT) shall become effective.** Employees can obtain the complete policy on the Wauna Intranet. Elements of the Georgia-Pacific Corporate Drug and Alcohol policy include:

1. An employee assistance plan.
2. A Medical Review Officer review of all positive results.
3. Random testing procedure.
4. Discharge for a positive test result. Failure to take a test, as defined by the Georgia-Pacific Corporate Policy, and as reasonably designated by Management, would be considered a positive test result.
5. Continued use of "for cause" and post-accident testing.
6. Oral fluid, urine, and/or breath/alcohol testing may be used when Management deems necessary.
7. Any effort to adulterate a sample or otherwise invalidate the results of any test shall be cause for discharge.

## **SECTION 37: RELIABILITY TECHNICIANS**

A. The provisions of this section are applicable only to those classifications identified as being part of the Reliability team in Exhibit A-3 (Wage Rate Tables) whose work is primarily in one or more of the following trades. Such trades are grouped as follows:

Mechanical Group: Auto Mechanics, Diesel Mechanics, Carpenters, Insulators, Lubrication Mechanics, Crane Operators, Machinists, Millwrights, Painters, Pipefitters, Sheet Metal Workers, Welders.

Electrical Group: Electricians, Instrument Technicians

## **B. Definition of a Reliability Technician**

A Journeyman Reliability Technician is one who is a finished technician in at least one trade, proficient in at least one other, and has the necessary tools required by the trade. They must be able to execute the necessary work without direct supervision. For instance: a Reliability Technician who primarily performs the work of a pipe fitter must be able to take a working drawing or blueprint of a layout, go out on the job, and take the necessary measurements, requisitions, and cut and install the pipe without more than the general, normal supervision.

## **C. Hiring Outside Reliability Technicians**

Outside technicians may be employed in any of the established classifications. Before an outside technician is hired to fill a job opening, the Company will consider all requests for transfer from employees who claim to be qualified to fill that job opening.

## **D. Rights of Both Parties Under the Labor Agreement**

Nothing hereinabove shall be construed so as:

1. to obligate the employer to hire or retain any employee unless there is work for him, or
2. to mean that any right or obligation of either party to the Labor Agreement, established under that Agreement and not herein specifically amended, has been modified or revoked.

## **E. Payment of State License Requirements**

The Company will pay for all State License requirements with which any technician may be required to comply.

## **F. If a Reliability Technician Must Cover for a Shift Reliability Technician**

Shift Reliability Technicians will cover when premium time is paid for full shift(s). A Reliability Technician covering the last four (4) hours of a twelve (12) hour shift(s), as continuation of his shift, will not be considered as to be in the tour classification.

G. In the Reliability Department, reductions will be in accordance with departmental seniority within the reliability groups identified

in paragraph A of this section. Once identified, employees will be laid off according to paragraphs 2,3,4, & 5 in Section 24(I).

### **SECTION 38: HIRING OF INDEPENDENT CONTRACTORS**

The Company recognizes that the regular Reliability employees are assigned to perform maintenance in the plant and agrees that it will not implement any program designed to eliminate regular employees and substitute contract maintenance within the plant.

The union recognizes that certain subcontracting can be done which does not adversely affect the basic security to the regular employees. It is agreed that the Company shall have the right to engage independent contractors to perform maintenance, new construction and replacement or modification of existing facilities if they so desire.

Prior to engaging an independent contractor in the mill, the Company will notify the Union and will outline the nature of the projects. After such notice, the Union may provide input and the Company will consider any input they provide.

The Company and the Union agree that they will act promptly in case of emergencies with respect to the above-mentioned notice. For the purposes of this paragraph, an emergency is defined as that work which can neither be anticipated nor postponed which would cause loss of production or endanger life or property.

### **SECTION 39 – FLEXIBILITY**

The objective of the Flexibility concept is to maximize the efficiency and productivity of the Wauna Mill and to ensure the exclusion of any jurisdictional restrictions. While not all inclusive, the elements of this concept are explained below and supersede all existing language, position statements, special agreements, letters of instruction, grievance answers, arbitration awards, or any other source related to jurisdictional work assignments.

1. The individual's safety is of paramount consideration in the application of this work concept.

2. All employees are expected to perform any work, whether production or maintenance, anywhere in the mill which he/she has the knowledge and skills to safely perform within their current or future abilities.

3. Employees will perform duties outside of their traditional job duties.

4. It is not the intent to make journey level technicians out of production employees, but rather to have production employees fully utilize their own capabilities and concentrate the skills of journey level reliability employees where those skills are most needed.

5. It is not the intent of this provision to circumvent the Promotion or Transfer procedure for permanent vacancies or the overtime assignment provisions contained in Section 15(B) and Exhibit D(F5).

## **SECTION 40 – SUCCESSOR CLAUSE**

The Company agrees that if, during the life of this agreement, it discontinues operations, sells, leases, transfers or assigns the operations covered by this agreement, it shall inform the purchaser, lessee, transferee, or assignees of the exact terms of this agreement and shall obligate the purchaser, lessee, transferee, or assignee to provide substantially equivalent wages and benefits while assuming all the remainder of the obligations of the Agreement until its expiration date.

## **EXHIBIT A: WAGES**

The wage changes described in this section are effective as of the dates shown. Wage rates effective as of April 1, 2014, April 1, 2015, April 1, 2016, April 1, 2017, April 1, 2018, April 1, 2019, April 1, 2020, and April 1, 2021 are specifically enumerated in Exhibit A-3 of this Exhibit A.

### **EXHIBIT A-1: WAGE RATES**

#### **A. Wage Rate Increases**

1. **Temporary hires** will receive \$12.29 per hour (or compressed rate of \$10.84 per hour if working a compressed schedule) for a period of one-hundred fifty (150) days of continuous employment. Employees remaining on temporary status after one-hundred fifty (150) days of continuous employment will receive the full rate (blue-slip rate) of the job worked. A new

one-hundred fifty (150) day period commences following breaks in service.

2. The **new hire rate** will be increased to \$15.97 per hour (or compressed rate of \$14.09 per hour if working a compressed schedule) for a period of sixty (60) working, not to exceed one-hundred fifty (150) calendar days, unless such probationary period is extended by agreement between the Company and the Union Standing Committees. Employees who satisfactorily complete the probationary period will receive the regular (blue-slip) rate of the job worked. Future General Wage increases apply to this rate. Reliability Technicians and employees hired at Step 15 and above are excluded from the reduced initial rate.

•**Effective April 1, 2014:** A 0% general wage increase to all hourly rates of pay.

•**Effective April 1, 2015:** A 0% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2016:** A 3% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2017:** A 1% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2018:** A 1% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2019:** A 2% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2020:** A 1% general wage increase to all hourly rates of pay.

•**Effective the first full pay period following April 1, 2021:** A 2% general wage increase to all hourly rates of pay.

3. Excluding Reliability Technicians, Apprentices and E/E Associates, employees hired after 01/01/16 will receive a lump sum payment of two percent (2%) of their previous

years in w-2wages in lieu of the general wage increase referenced in A-2 of this section.

**B. Rates To Remain in Force** - The rates described in Exhibit A shall remain in force during the period of this Agreement, excepting as to any changes which may be made pursuant to Section 7 of this agreement.

**C. Rates When Moved From Regular (Blue-Slip) Job.**

1. Whenever an employee is moved from his regular (blue-slip) job to a higher rate job he shall receive the higher rate. An employee shall be deemed to be moved to a higher rate job when he takes over the duties and responsibilities of that job without the guidance of the employee who is breaking him in, and he shall then receive the higher rate. While the employee is being trained and another employee is on the job and carrying the responsibility for the job, the employee being trained shall receive the hourly rate of his regular (blue- slip) job.
  - a. Employees hired on or after January 1, 2016 who are set up to a higher classification shall be paid fifty percent (50%) of the difference between their classified hourly wage rate of record and the rate of the higher classification.
2. Whenever, for the convenience of the Company, an employee, during his regular shift is temporarily moved from his regular (blue-slip) job to a lower rate job and his regular (blue-slip) job is still available, the employee shall receive his regular (blue-slip) job rate during that period.
3. When an employee, at the request of the Company, accepts temporary work on a lower rate job either before or after his regular shift or on his "day off" in order to fill some emergency vacancy existing, he is to receive his regular (blue-slip) rate.
4. When a physician who is treating an employee for an injury sustained in the mill advises the Company that the injured employee is temporarily unable to perform his regular (blue-slip) job because of such injury(s), and the Company offers a suitable lower-rate job(s) to the injured employee, he shall

receive his regular (blue-slip) job rate.

5. An employee who is working following an industrial injury will be entitled to reimbursement at the straight time hourly rate of his regular (blue-slip) job for the hours necessarily lost from his regularly scheduled shift for company-arranged doctor visits for treatment of the industrial injury.
6. When an employee is directed to work for a temporary period on any suitable job other than his regular (blue-slip) job, whether or not his regular (blue-slip) job is available to him, he shall receive the rate of his regular (blue-slip) job or the rate of the job to which he is moved, whichever is higher. When an employee's regular (blue-slip) job is not available to him and he is offered work for the temporary period on any other job, he may elect to lay off instead of moving to the job offered at the rate for that job. Where used in this Paragraph 6, "**regular (blue-slip) job**" means the job to which an employee's seniority may entitle him at any point in time.
7. Where used in this Agreement, a suitable job means one for which the employee has necessary clothing and which he is physically able to perform without unreasonable hazard to his health or to the safety of himself, fellow workers, and equipment.
8. When an employee at his own request and for his own convenience is temporally assigned extra work before or after his regular shift, or on his assigned day off, he is to receive the job rate of the extra work assigned. Requests from employees for extra work will be recognized only when such requests are made in writing on appropriate forms provided for that purpose and shall be effective until canceled by the employee in writing.
9. Notification to employees of extra work that is available is not to be construed as an order or request that they accept such work.
10. In all cases the employee is to be told the rate he is to receive before going on the job.
11. Where used in this Paragraph C, a temporary period is one so designated by the Company, but after such period has extended longer than one week and the employee involved

is thereby dissatisfied, he may request the Union Standing Committee to discuss the matter with the Company and such period shall terminate unless the Union Standing Committee and the Company agree otherwise.

#### **D. Job Rate Retention:**

1. Effective April 1, 2012, an employee who was permanently displaced from his job will have their rate of pay reduced on a graduated schedule; for the first six (6) months the employee will receive the rate of their permanent job or the rate of their new job, whichever is higher. If after six (6) months the employee continues to be permanently assigned to a lower rated job, his/her protected rate will be reduced to one half (1/2) of the difference between the rate of their prior permanent job from which they were reduced and their existing rate for an additional six (6) months or until he/she occupies a job of equal or higher rate. After a total of twelve (12) continuous months the employee will receive the rate of the job which he/she is actually performing.
2. An employee who is required to change jobs due to a bona fide medical reason will, on a case-by-case basis, be eligible for consideration under this job rate retention provision.
3. General wage increases do not apply to an individual's "retained rate."
4. Employees who are "wage-rate retained" will be eligible for a lump sum payment equivalent to the general wage increase applied to the W-2 earnings of the calendar year immediately preceding the contract year in which the General Wage Increase is effective.

### **EXHIBIT A-2: MILL APPRENTICESHIP & ASSOCIATE PROGRAMS**

The purpose of the Mill Apprenticeship & Associate Programs is to create highly skilled Reliability Technicians for the Wauna Mill.

#### **A. Pre-Apprenticeship Program**

The purpose of the pre-apprenticeship program is to create a list of qualified candidates for entrance into the mill apprenticeship

program as an Apprentice I. Employees on the list will be situated in order of mill seniority and will be offered apprenticeship opportunities in that order. To qualify for the pre-apprenticeship list, an employee must:

1. Declare which general reliability area(s) they are interested in learning (e.g., Electrical/ Instrumentation or Mechanical).
2. Complete the required self-study material for their declared area(s).
3. Maintain acceptable performance and attendance in their current role. Employees with unacceptable performance or attendance will be allowed to complete the self-study material but will not be placed on the pre-apprenticeship qualified list until all disciplinary records are inactive. Employees who qualify for the pre-apprenticeship list but then have performance or attendance concerns will be removed from the list until such time that all disciplinary records are inactive. Employees who are removed from the list, even for a temporary period, will have no rights to apprenticeship opportunities offered during such time.

When the Company decides to provide an apprenticeship opportunity, it will offer the apprenticeship to employee(s) on the pre-apprenticeship list according to the area(s) they have pre-qualified for. For example, if the Company decides to offer an electrical and instrumentation apprenticeship, it will ask only those employees who declared Electrical/Instrumentation as their area of interest and who have completed all required pre-apprenticeship material.

#### **B. How to Progress through the Apprenticeship Program**

There are four (4) classifications in the mill's apprenticeship program (Apprentice I – IV). An apprentice who begins his apprenticeship as an Apprentice I will be expected to progress through his apprenticeship and attain journey level status in a period of four (4) years or 8000 worked hours whichever is longer. This timeframe may be extended for up to one (1) year by mutual agreement between the Company and Union Standing Committees. Apprentices will be expected to successfully pass

periodic performance reviews and skill checks.

An apprentice will spend a period of twelve (12) months or 2000 worked hours, whichever is longer, in a given classification, at which time he will be expected and obligated to take the test for the classification immediately above that of his current class. Upon passing the test, he will immediately advance to the next class. Once an apprentice has satisfied the 12 month/2000-hour requirement as an Apprentice IV, he will be expected and obligated to successfully complete his Journeyman's test. Upon passing the test, he will immediately advance to the classification of Reliability Technician.

1. Should an apprentice fail a classification test at any time during his apprenticeship, he will be given additional time (up to 9 months) to retake and pass the test. Should he fail the test a second time, he will be removed from the apprenticeship program. An employee will be provided only one opportunity to fail and retake a classification test during the course of his apprenticeship.
2. For an Apprentice I, time worked during his 90-day probationary period will count toward the 12 month/2000 hours worked calculation.

If a job opening exists, an employee with verifiable education and/or experience in a specific trades (s) may be "slotted" into an apprentice classification commensurate with said education and/or experience. For the purpose of slotting, verifiable education and experience is considered to be (a) advanced technical training from an accredited organization and/or branch of the military and (b) training/experience gained from participation in a state certified apprenticeship program. Employees who are slotted into an apprentice classification higher than that of Apprentice I will still be expected to satisfy all applicable requirements before advancing to the classification of Reliability Technician. The Company and Union Mechanic's Committee will be responsible for slotting employees into the appropriate apprentice classifications.

### **C. Degreed E&I Associate Program**

The purpose of the Degreed E&I Associate Program is to create highly skilled Reliability Technicians for the Wauna Mill by leveraging the knowledge and skills of those who have earned a technical degree from an accredited institution in the E&I field. Once in the Degreed E&I Associate Program, employees must progress through two (2) associate classifications, E&I Associate I and E&I Associate II, by successfully completing periodic performance reviews and skill checks. Once an E&I Associate I has accumulated 2000 documented work hours and successfully completed all associated performance reviews and skill checks, he will immediately advance to the classification of E&I Associate

II. Once an E&I Associate II has met all applicable requirements under the program, he will be expected to take the applicable licensure test to be licensed in the State of Oregon. Upon passing the test, he will immediately advance to the classification of Reliability Technician. An associate will be provided only one opportunity to fail and retake his licensure test.

To qualify for the Degreed E&I Associate Program one must (a) have a related technical degree from an accredited institution and (b) have earned said degree no earlier than five (5) years prior to applying for the associate program or be able to demonstrate use of said degree in an industrial setting in the five (5) years prior to applying for the associate program. In addition, for internal candidates, one must also have an acceptable performance and attendance record.

Once it decides to hire an E&I Associate, the Company will post the job opening within the mill for a period of fourteen (14) days. If there are no qualified internal applicants, the job opening may be filled with an outside hire.

#### **D. Probationary Period**

An internal applicant selected by the Company to enter into the apprenticeship or associate program shall be considered probationary for a period of ninety (90) days. An external applicant selected by the Company to enter into the apprenticeship or

associate program will serve a probationary period consistent with Section 24(E2). While serving his probationary period, an apprentice/associate may be disqualified from his respective program at any time. Prior to disqualifying a probationary apprentice/associate, the Company shall notify the Union Standing Committee of its intended action and justification thereof. Should the Union Standing Committee disagree with the Company's decision, it may appeal the matter to the Mill Manager whose decision will not be subject to the arbitration procedure.

An internal apprentice/associate who is disqualified during his probationary period shall return to his former blue slip job without loss of seniority. An internal apprentice/associate who is disqualified after his probationary period has ended shall retain his mill seniority and will be placed in the labor pool. An external apprentice/associate who is disqualified after his probationary period has ended may be placed in the labor pool by mutual agreement between the Company and Union Standing Committees. These rights shall not apply in cases where an apprentice/associate is discharged for cause.

#### **E. Mechanic's Committee**

The Local Union shall select a Mechanic's Committee composed of five employees. The Local Union Mechanic's Committee shall participate with the Company Mechanic's Committee in developing the testing procedures and tests which shall be mutually agreed to by the parties to this Agreement.

#### **F. Rotating Apprentices & Associates**

Management, with assistance from the Mechanic's Committee, will adopt an organized plan, as far as practical, of rotating each apprentice/associate through different departments and under different Journeymen in order that he may gain the widest variety of experience in the work of his chosen trade(s). To progress as above set forth and in any such case, the Mill Manager, after consultation with the Standing Committee, may deviate from the above described progression but unless the consent of the Standing Committee has been obtained, the Mill Manager's action

shall be subject to the grievance procedure.

**Exhibit A-3:**

WAGE RATE TABLES

(See pamphlet entitled Exhibit A-3)

## **EXHIBIT B: GROUP INSURANCE PLANS**

### **1. Health and Welfare**

Employees at the Wauna Mill will be eligible to participate in the Group Insurance Benefits as established by the applicable National Agreement between the Company and the USW.

### **2. Early Retiree Medical Coverage**

Employees who were hired on or before August 11, 1995, and who are currently retired or retire on or after January 1, 2006, will be offered the same coverage as active employees and pay the same cost as active employees. Employees who retire after January 1, 2010, shall be provided access to medical coverage. The Company shall establish the design, premium, and/or method of providing for such coverage and such is subject to change. Those who elect coverage will pay the full cost of such coverage (Retiree Medical Plan premiums). Early retirees who are not eligible for Medicare may continue their health care coverage (excluding dental coverage) for themselves and their eligible dependents (who also are not eligible for Medicare). Coverage for the retiree will be continued until he becomes eligible for Medicare, attains age 65, or until his death, whichever occurs first. Coverage under the Retiree Medical Plan for all dependents terminates when the retiree's coverage terminates.

### **3. Normal Retiree Medical Coverage**

Employees' who retire at age 65, or continue to work beyond age 65 and then retire, are no longer covered for health insurance benefits as they become eligible for Medicare. Coverage under the Retiree Medical Plan for all dependents terminates when the retiree's coverage terminates.

### **4. Coverage During Leaves of Absence**

#### **a. Occupational Disability**

If you are absent from work due to an accident or occupational disease, as recognized by the Workmen's Compensation Board, your coverage and your eligible dependents' coverage will be

continued under the existing premium cost sharing structure during the period of disability up to a maximum of twenty-four months following the month in which the disability began. After 24 months, coverage will be terminated and you are eligible to apply for coverage continuation as provided by the current provisions of COBRA.

**b. Non-Occupational Disability**

If you are absent from work due to a non-occupational accident or sickness, your coverage, and your dependents' coverage, will be continued under the existing premium cost sharing structure during the period of disability up to a maximum of nine months following the month in which the disability began. After 9 months, coverage will be terminated and you are eligible to apply for coverage continuation as provided by the current provisions of COBRA.

**c. Layoff or Personal Leave of Absence**

If you are on layoff due to disciplinary action or lack of work or due to an approved personal leave of absence, your coverage and your dependents' coverage, will be continued through the month in which the layoff or leave began. If the layoff or leave continues beyond one month, you may continue your coverage under the COBRA PROVISIONS.

## EXHIBIT C: PENSION BRACKETS

Regular Straight Time Job Rate ("Blue Slip Rate")	Corresponding Monthly Flat Benefit Per Year of Benefit Service Payable at Age 65 on a Lifetime Only Basis	
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From	To	1/1/2099	From	To	1/1/2099
16.51	16.85	42.50	30.49	30.83	62.50
16.86	17.19	43.00	30.84	31.18	63.00
17.20	17.53	43.50	31.19	31.54	63.50
17.54	17.87	44.00	31.55	31.88	64.00
17.88	18.22	44.50	31.89	32.23	64.50
18.23	18.56	45.00	32.24	32.58	65.00
18.57	18.90	45.50	32.59	32.93	65.50
18.91	19.24	46.00	32.94	33.28	66.00
19.25	19.58	46.50	33.29	33.63	66.50
19.59	19.92	47.00	33.64	33.98	67.00
19.93	20.26	47.50	33.99	34.33	67.50
20.27	20.61	48.00	34.34	34.68	68.00
20.62	20.95	48.50	34.69	35.03	68.50
20.96	21.30	49.00	35.04	35.38	69.00
21.31	21.65	49.50	35.39	35.73	69.50
21.66	22.00	50.00	35.74	36.08	70.00
22.01	22.35	50.50	36.09	36.43	70.50
22.36	22.70	51.00	36.44	36.78	71.00
22.71	23.05	51.50	36.79	37.13	71.50
23.06	23.40	52.00	37.14	37.48	72.00
23.41	23.75	52.50	37.49	37.83	72.50
23.76	24.11	53.00	37.84	38.18	73.00
24.12	24.47	53.50	38.19	38.53	73.50
24.48	24.83	54.00	38.54	38.88	74.00
24.84	25.19	54.50	38.89	39.23	74.50
25.20	25.55	55.00	39.24	39.58	75.00
25.56	25.91	55.50	35.59	39.93	75.50
25.92	26.27	56.00	39.94	40.28	76.00
26.28	26.63	56.50	40.29	40.63	76.50
26.64	26.98	57.00	40.64	40.98	77.00
26.99	27.33	57.50	40.99	41.33	77.50
27.34	27.68	58.00	41.34	41.68	78.00
27.69	28.03	58.50	41.69	42.03	78.50
28.04	28.38	59.00	42.04	42.38	79.00
28.39	28.73	59.50	42.39	42.73	79.50
28.74	29.08	60.00	42.74	43.08	80.00
29.09	29.43	60.50	43.09	43.43	80.50
29.44	29.78	61.00	43.44	43.78	81.00
29.79	30.13	61.50	43.79	44.13	81.50
30.14	30.48	62.00	44.14	44.48	82.00

## EXHIBIT D: SUPPLEMENTAL AGREEMENTS

### A. Layoff Pool

In accordance with Section 24 paragraphs A. (14) and I. (3), the following job classifications shall be included in the Layoff Pool:

<u>Department</u>	<u>Job</u>
Storeroom	Material Handler
Converting	Waste Baler
Converting	Roll Loader Box Facial
Yard	Yard Laborer

Temporary expansion of the Layoff Pool classifications, under conditions of major curtailment, will be negotiated by the Union/ Company Standing Committee.

### B. Mechanics

1. Maintenance mechanics that are scheduled in advance to work 12-hour shifts will “eat on the fly” during such 12-hour shifts and no lunch period will be scheduled.
2. Maintenance mechanics not scheduled in advance to work a 12-hour shift who are assigned, prior to the noon meal period, to work with a crew which is scheduled in advance and does work a 12-hour shift, will also “eat on the fly” during such 12-hour shift and no lunch period will be scheduled.

### C. Welding Hood Plates

The Company agrees to supply prescription welder hood plates under the following conditions:

1. The employee requests such a plate
2. The employee performs welding as part of his regular work.
3. The employee normally wears prescription ground eye glasses.

## **D. Metric Tools**

The Company agrees to have required metric tools available in the tool room for use as needed during the term of this agreement.

## **E. Compressed Work Week**

It is understood that upon implementation of a compressed work week schedule:

1. There will be no decrease in quantity and quality of production.
2. There will be no adverse effects on employee safety, morale, or attendance.
3. Adequate qualified replacements will continue to be available for relief purposes when required.
4. Qualified employees will continue to be available for wire and felt changes when required.
5. Overtime, call-time, and any other extra costs will not be paid if incurred upon initial implementation or discontinuance of a compressed work week schedule.
6. If employees of a department want to cancel a schedule trial, simple majority of employees in the department must express their desire to end the trial.
7. If employees of a department want to continue a schedule following a trial, at least 66 2/3 percent of the employees in the department must express their desire to continue the schedule.

The Company and the Union agree to modify the provisions of the Labor Agreement so that utilization of a compressed work week schedule will not result in additional cost to the Company.

This understanding does not alter the Company's rights under Section 2 - Operating Control to decide to begin or to cease utilization of a compressed work week schedule.

**F. Compressed Work Week Language (Wauna Mill - January 1, 1990)**

**Revised April 1, 1995**

For the purpose of a compressed work week schedule, the parties hereby mutually agree to the following terms and conditions:

1. Twelve (12)-hour shift schedule will be permitted to those departments that, by a vote of 51%, have approved a trial period and/or then voted to work the schedule on a continuous basis by 66 2/3% approval.
2. The twelve (12) hour shift times of 7:00 a.m. to 7:00 p.m., and 7:00 p.m. to 7:00 a.m. will define a day as a period of twenty-four (24) hours beginning 7:00 a.m., and a week as a period of seven (7) calendar days beginning at 7:00 a.m. Monday.
3. The twelve (12) hour work schedule may be cancelled by either party at the end of any eight-week schedule cycle or within seven (7) days if mutually agreed to by the Union and the Company.
4. The implementation of the compressed work week will be on the conditions that the efficiency of any department or departments will not decrease.
5. It is clearly understood by both parties that replacements must be available for relief purposes when required. Replacements will normally come from employees on their scheduled days off. This coverage may be scheduled when necessary and be distributed as evenly as possible. When such overtime work is required, the Company will make reasonable effort to assign it to an employee(s) from the job classification in which the need for the overtime work occurred.
6. It is understood by both parties that problems may arise in working the compressed schedule. Should this occur, these problems will be referred to the Joint Standing Committee.

7. Overtime will not be paid if incurred as a result of the initial implementation or the discontinuation of the twelve (12)-hour shift schedule.
8. Overtime at the rate of time and one-half will be paid for all work in excess of eight (8) hours in any one day at the compressed pay rate for hours worked on the compressed work week schedule.
9. Weekly indemnity benefits will continue to be calculated on the basis of seven (7) calendar days.
10. Floating holidays will be paid at the rate of the job assigned for that week. Rate of the job referenced, is not the compressed rate.
  - b. Four 10-hour floaters or three 13½-hour floaters, with a maximum of 40 hours pay.
  - c. If an employee elects to take a 10-hour or 13½-hour floating holidays, he will be committed for the rest of the year.
  - d. Floaters earned by working formerly restricted periods will be computed at 12 hours and paid at the rate of the job assigned for that week the floater is taken.
11. If an out of the mill vacancy is scheduled before the schedule is posted the preceding week (by 3:00PM on Friday), no call time will be payable for the day shift coverage or for the first six (6) night shift coverages each calendar quarter for each employee. Additionally, anyone who voluntarily agrees to take another employee's night shift, regardless of time or circumstance, will not receive a call time. This coverage will not count toward the six (6) coverages per quarter discussed in this section.

For call times in excess of the six (6) no call time coverages referenced above, the Company reserves the right to issue payment on the first full pay period following the end of the quarter in which the call times were awarded.

12. Jury duty allowance is provided; however, such reimbursement shall not exceed twelve (12) hours.

13. The job rates of the blue-slipped employees working the compressed work week schedule will be adjusted to .88235 of the rate established by the job analysis plan or job rate adjustment. However, overtime pay for work outside the regular compressed work week schedule, call time, allowance for failure to provide work, vacation pay, holiday pay, and time worked on a holiday will be paid at the established rate of pay as defined in the Labor Agreement.
14. Funeral leave will be paid at the compressed pay rate.
15. Shift differential will be paid for all time worked on the compressed work week schedule, by calculating the current average shift differential as provided for in the Labor Agreement adjusted to .88235
16. AD&D, Weekly Sickness and Accident coverage and Retirement Plan monthly benefit rates will be based on the regular (blue-slip) rate.
17. Attached Exhibit D-1 is the eight-week cycle for the compressed work week schedule that will be worked.
18. Except as outlined above, the terms and conditions of the existing collective agreement remain unchanged.
19. Employees scheduled to attend meetings or training sessions on the mill site, including the Westport area, on a day they would have worked a twelve-hour compressed shift, will be allowed to return to their regular scheduled twelve hour compressed shift after the training session in order for them to complete a twelve-hour shift at the compressed rate of pay. The employee may elect to go home at the end of the training and receive pay for time spent at the training at the regular job rate. Employees electing to go home shall not be paid more than they would have received on the compressed shift. For further clarification on scheduling and paying employees, see attached Exhibit D-2. The parties agree that employees who work the Compressed Schedule may be scheduled to work on one of their assigned

days off during each calendar quarter, for purposes outlined below, and Call Time will not be payable for that period of work.

The purpose of this provision is to facilitate those types of interactions where work teams (such as entire shifts or crews, groups of crews, and/or persons in the same job classification or who perform similar duties), rather than individuals, are required. Examples of these types of interactions could include:

- Safety training.
- Training required in order to comply with federal, state, or corporate requirements.
- Quality/process improvement work where group input and discussion is necessary. Examples could include Standard Operating Procedures, center lining, project design or review.
- Update or refresher training related to a work team's or job classification's area of responsibility at Wauna.

Ground rules for this quarterly time include:

- Days may not be accumulated or carried over quarter to quarter.
  - A quarter is January-March, April-June, July-September, and October-December.
  - One day per quarter may be so used but does not have to be used.
  - The day each quarter is scheduled reasonably in advance.
  - The intent is that these days not be devoted to scheduling a person in on their assigned day off to perform "normal" work.
20. If necessary, on-shift promotions may be made for any reason extending up to two weeks for departments under the compressed work week schedule. Necessary, as defined, means those situations when a senior move is not possible due to the conflict created by working a Sunday night shift

and then a senior move to a Monday day shift.

21. Employees who work on a holiday, when call time is payable, will be paid 4.5 hours call time for working their regular scheduled 12-hour compressed shift. Employees who work during the 8-hour holiday period, when call time is payable, will be paid 3 hours call time.
22. In no case shall an employee work more than 1, 4 consecutive nights in an 8-week cycle, for the regular compressed schedule. If this is violated, the last two nights of the 4-day work period shall be paid as the employee's days off. This does not apply for filling Relief Supervisor Positions.
23. It is understood that the language in Section 16, Paragraph B does not apply for the regular compressed schedule since in no situation would the regular scheduled days off change.
24. One-hour floating holiday pay for each hour worked within the formerly restricted time period while on the compressed schedule. In no case shall this be more than 12 hours for a restricted period. Employees may elect 12 hours off for 8 hours pay. An employee who works on July 3 of their day off during the restricted period will be granted a 12-hour floater.
25. Department Special Provisions: See Section G. CWW Scheduling – Special Conditions

## **G. Compressed Work Week (CWW) Scheduling – Special Conditions**

### **1. Special Conditions which apply to Process Services Department**

- a. Temporary vacancies in the day job classifications which are known before the schedule is posted (Wednesday) will be filled by CWW testers in the order of their seniority.
- b. Management will make a reasonable effort to ensure that CWW testers promoted to fill scheduled vacancies in day job classifications will remain scheduled for a

day job for at least two consecutive work weeks prior to reassignment back to the compressed work week schedule.

- c. Temporary vacancies of a week or more in day job classifications which were not known before schedule was posted (Wednesday) shall be filled from the CWW testers as follows:
  - i. The qualified Paper Tester who would normally work days on Sunday of the prior week shall be promoted to the day work schedule for the entire week. The tester would cover either the Monday shift or the Wednesday shift.
  - ii. If the Paper Tester in (1) is not qualified, the senior qualified Paper Tester shall be promoted to the day work schedule for the entire week. (A Paper Tester working night shift on Sunday would not be eligible to cover a day work schedule beginning Monday.)
- d. Floating Holiday Coverage
  - i. Floating holidays shall be covered by the qualified tester who is on his second or third day off. If a day worker's floating holiday cannot be covered by another day worker, the vacancy may be covered by the senior qualified Paper Tester on his day off.
  - ii. A CWW Tester who primarily works relief on day jobs may elect to take all of his floating holidays while relieving on a day job. If he elects to take his floating holidays while relieving on a day job, he must take all of his floaters while on relief and he will be paid 8 hours per floater.

## **2. Special Conditions which apply to Shift Mechanics**

The Standing Committee (Company and Union) and the Compressed Work Week Committee have agreed to the following language to clarify the rate of pay for relief shift mechanics who work the Compressed Schedule:

Relief coverage will be paid per contract agreement for vacation, holiday, and absences less than two weeks. When



3. August 2, 1989 Call Time Memo
4. August 15, 1989 Leave of Absence Approval
5. July 16, 1992 Notification Guidelines  
(Paragraph 3 only)
6. October 27, 1993 Shift Mechanic Vacancy Coverage
7. March 23, 1995 4 Consecutive Nights
8. July 31, 1995 Personal Floating Holiday  
- Carry Over
9. March 29, 1996 Floating Holiday Scheduling
10. April 10, 1996 Labor Pool  
and Utility Relief Assignments
11. April 25, 1996 Special Floating Holidays  
- Hourly Increments
12. July 17, 1997 Call Time - Holiday / Off Day
13. August 19, 1998 Accrued Vacation - Retirement
14. January 4, 2002 Number 5 Paper Machine
15. November 20, 2002 Safety Shoe Inserts
16. September 10, 2007 Crane Operators  
- A2 Package
17. March 14, 2006 Compressed Work Week  
Shift Start/Stop Times

**EXHIBIT D-1: COMPRESSED WORK WEEK SCHEDULE**

**8 WEEKS TO COMPLETE ONE CYCLE**

	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C
	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B
	C	C	A	A	A	A	C	C	C	C	A	A	A	A	C	C	C	C	A	A	A	A	C	C	C	C	A	A
	D	D	D	D	B	B	B	B	D	D	D	D	B	B	B	B	D	D	D	D	B	B	B	B	D	D	D	D
	WEEK 5							WEEK 6							WEEK 7							WEEK 8						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A
	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D	A	A	B	B	C	C	D	D
	A	A	C	C	C	C	A	A	A	A	C	C	C	C	A	A	A	A	C	C	C	C	A	A	A	A	C	C
	B	B	B	B	D	D	D	D	B	B	B	B	D	D	D	D	B	B	B	B	D	D	D	D	B	B	B	B

## EXHIBIT D-2

### GUIDELINES FOR PAYING EMPLOYEES WHO ATTEND MEETINGS ON CWW SCHEDULE

The following guidelines are intended to provide consistency in paying employees who attend meetings on the compressed schedule in a way that minimizes the cost impact and inconveniences to the employee and the company.

Where possible, it is recommended that meetings be scheduled in the a.m., 7:00 to 9:00, and not last more than two hours. This will afford employees the opportunity to stay over and avoid disruption of the schedule. When it is unavoidable to schedule a.m. meetings or when longer duration meetings are necessary, the following guidelines should be followed:

#### **EXAMPLE 1: Meeting on day 1 or day 2:**

DAY 1	DAY 2	DAY 3	DAY 4
DAYS	DAYS	NIGHTS	NIGHTS

Employee goes to the meeting and at the end of the meeting gets paid for time at the meeting, at the non-compressed rate and goes home, or comes back to the department to complete a 12-hour day shift and receives 12 hours pay at compressed rate.

#### **EXAMPLE 2: Meeting during day shift on day 3:**

DAY 1	DAY 2	DAY 3	DAY 4
DAYS	DAYS	NIGHTS	NIGHTS

Employee goes to the meeting and at the end of the meeting gets paid for the time at the meeting, at the non-compressed rate and goes home, or comes back to the department to complete a 12-hour day shift and receives 12 hrs. Pay at compressed rate. Employee works nights of day 4.

**EXAMPLE 3: Meeting on day shift of day 4:**

DAY 1	DAY 2	DAY 3	DAY 4
DAYS	DAYS	NIGHTS	NIGHTS

Employee works 12 hrs. on day shift of day 3. On day 4, employee goes to the meeting. At the end of the meeting employee gets paid for time at the meeting, at the non-compressed rate and goes home, or comes back to the department to complete a 12-hour day shift and receives 12 hrs. pay at the compressed rate.

**EXAMPLE 4: Meeting on day shift of day 5:**

DAY 1	DAY 2	DAY 3	DAY 4
DAYS	DAYS	NIGHTS	NIGHTS

If the meeting will last longer than 4 hours, the employee does not work on day 4 and goes to the meeting on day 5. The employee is paid 12 hours at compressed rate of pay.

**EXAMPLE 5:**

DAY 1	DAY 2	DAY 3	DAY 4
DAYS	DAYS	NIGHTS	NIGHTS

Employees scheduled to attend meetings which are less than 4 hours on day 3 and 4 may, with the approval of the supervisor, attend the scheduled meeting and work the shift as scheduled. Example: meeting 8 - 12:00 on day 3. Employee attends the meeting and is paid for the meeting time. The employee then works the scheduled shift.

**EXHIBIT E: OREGON PAID SICK LEAVE SUPPLEMENTAL AGREEMENT**  
(Effective January 1, 2016) Memorandum of Agreement Between  
**Georgia-Pacific Consumer Products LP - Wauna Mill And**  
**United Steel Workers, Local 1097**

The purpose and intent of this agreement is to ensure compliance with the Oregon Paid Sick Leave requirements. The parties agree to the following:

1. Employees will be allowed to utilize up to forty (40) hours of their annual Special Personal Floating Holiday allotment as outlined in Section 14.G. for the purpose of covering sick time for eligible individuals as defined by state law.
2. In order to make this change, the Special Personal Floating Holiday year will be modified to the calendar year (January to December) beginning January 1, 2016. For the transition period only (remainder of the 2015 floater year), employees will be allowed to utilize any unused 2015 floaters during the first quarter of 2016. However, 2015 floaters that are not used by March 31, 2016 may be carried over as allowed by supplemental agreement #9 (Personal Floating Holiday – Carry Over).
3. If the need for sick time is foreseeable, employees are required to comply with the regular absence notification requirements at the mill. In all events, employees must follow the regular call-in procedure to report a sick time absence. Failure to follow the call-in procedure may result in discipline up to and including discharge.
4. Employees who use Special Personal Floating Holiday hours after the fact for sick time reasons, not in excess of forty (40) hours, will not be required to meet the 1.3% attendance rate discussed in Section 14.G.4.
5. Employees who use Special Personal Floating Holiday hours may, for sick time only, do so in one (1) hour increments, not

in excess of forty (40) hours.

6. New employees may use Special Personal Floating Holiday hours, not in excess of forty (40) hours, for sick time reasons once they have been employed for ninety (90) days and have worked at least two-hundred forty (240) hours in a calendar year.
  - a. Employees hired after January 1: If during the year of hire a new employee requires sick time in excess of the pro rata Special Personal Floating Holiday hours granted at their time of hire, he/she will receive additional hours, not in excess of forty (40) hours, for sick time reasons only. These hours may be used for sick time once they have met the ninety (90) day/two-hundred forty (240) hour requirement mentioned above.
7. Sick time will run concurrently, not in excess of forty (40) hours, with all FMLA, OFLA, and S&A qualifying absences. Employees will not be required to utilize vacation as prescribed by Section 33(J) until they have utilized forty (40) hours of Special Personal Floating Holiday leave in the year in which the need for leave occurs.

The parties agree that this MOA will be modified, as needed, to ensure continued compliance with the spirit/intent of the law and/or the labor agreement. Furthermore, the parties agree to make applicable changes to the contract during the next contract renewal process to capture the changes discussed above and any other changes needed to ensure continued compliance with the law.

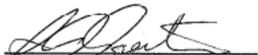
March 6, 2018

**Memorandum of Agreement**  
Between Georgia Pacific – Wauna Mill and USW 1097

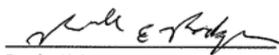
**ADDENDUM TO MEMORANDUM OF AGREEMENT**

Below is an Addendum to Memorandum of Agreement regarding the Oregon Paid Sick Leave found in the current Labor Agreement between the parties. The Addendum shall be in effect from the date of signature through the term of the 2018 – 2022 Labor Agreement.

Add New Paragraph 8. Employees who qualify for leave of absence under the Family and Medical Leave Act or Oregon Family Leave Act (OFLA) for their own injury/illness shall be required to use any vacation, including up to one week of day at a time vacation, but not to include partial shifts or banked vacations, for which they are eligible as the first part of such leave (concurrent) which is otherwise non-paid. The term "non-paid" leave excludes any absence from work due to a work-related compensable injury or illness and any absence from work during a waiting period per the provisions of the Weekly Sickness and Accident Benefit Program.

  
\_\_\_\_\_  
For the Company

3/6/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
For the Union

03/06/2018  
\_\_\_\_\_  
Date