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## **Article 1**

### **PREAMBLE**

This agreement is made and entered into this 19th day of January 2016, by and between Flambeau River Papers, LLC for its Park Falls Mill, hereinafter referred to as the "Company", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC on behalf of the Local 2-0445 hereinafter referred to as the "Union".

## **Article 2**

### **RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all hourly production and maintenance employees at the Park Falls Mill, excluding executives, professionals, office employees, clerical employees, administrative assistants, superintendents, foremen, chemists, technical employees, temporary employees, independent contractors and their employees, mill watchmen, guards, sales personnel, and all supervisory and managerial employees with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action. If a new job classification is created and there is a dispute between the Company and the Union over whether the job classification should be included in the bargaining unit, the Company and the Union shall meet at a mutually agreeable time in a good-faith effort to resolve the dispute. If the parties are unable to agree, the dispute shall be subject to the grievance arbitration procedure.

## **Article 3**

### **WORKING PHILOSOPHY**

**3.01.** The general purpose of this agreement, in the mutual interest of the Company, the Union and the employees, is for the Mill to be a strong, cost competitive producer of specialty papers and a leader in the market. The Company, the Union and the employees will work to successfully meet the needs of our customers. The Company, the Union and the employees will strive to create a cooperative workforce, create and maintain a safe, clean and healthful work environment, maintain high levels of efficiency, reduce waste, and strive for maximum profitability.

**3.02.** It is the understanding of the Company, the Union and the employees that cooperation between job functions is essential to the success of the business. As such, the employees' job classifications and manning schedules will be utilized to promote productivity. The goal is to have all our employees working together for the best results and success of the Company. Improving efficiencies and developing a well-trained cooperative workforce will permit the Company to expand its customer base and grow the business in a positive manner.

**3.03.** The Union recognizes its responsibilities as the exclusive bargaining agent for the employees covered by the Agreement. The Union realizes that, in order to provide opportunities for continued employment, good working conditions and wages, the Company must maintain a strong financial and competitive position.

## **Article 4**

### **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Company and the Union are committed to providing equal employment opportunity in all employment programs and decisions. As such, the Company and the Union agree not to discriminate against any employee on the basis of race, color, national origin, sex, age, religion, disability, marital or veteran status, or any other prohibited factor. Discriminatory harassment, including sexual harassment, shall not be tolerated by the Company or the Union. The Company and the Union encourage the prompt reporting of all incidents of unlawful discrimination and harassment. The Company and the Union encourage employees to resolve claims of discrimination through the grievance procedure.

## **Article 5**

### **SAFETY AND HEALTH**

**5.01.** The Company, the Union and employees agree to comply with all state and federal regulations, including the Occupational Safety and Health Act of 1970, as amended, in regard to safe and healthful working conditions at the Mill.

**5.02.** The Company welcomes suggestions from employees or the Union that offer practical and feasible ways of improving Mill safety. An employee may submit his or her safety suggestion to a supervisor or the Mill Safety Manager.

**5.03.** The Company shall respond to any employee who files a safety report. The response shall include the feasibility of the safety request and, if the request is practical, the Company's timetable for implementation.

**5.04.** Employees will be provided adequate training on machinery and equipment that they are required to operate. The Company shall maintain a record of training given to employees.

**5.05.** The Company will reimburse employees (who have completed their 90 day probationary period) up to \$200 per year for necessary safety shoes or prescription safety glasses, if applicable, provided the employees furnish the Company with proper documentation of the purchase. This reimbursement, if not used in one year, can be carried over into the next year. An employee's safety account can only carry a maximum of \$400 for a two year period.

## **Article 6**

### **NO STRIKES/NO LOCKOUTS**

**6.01.** For the duration of this Agreement, the Union and its officers, agents, representatives and members shall not in any way, directly or indirectly, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sit-down, sit-in, slow-down, stoppage of work, boycott, picketing, or other interference with or interruption of work at any of the Company's operations covered by this Agreement. The Company agrees that for the duration of this Agreement, it shall not engage in any lockout at any of the operations covered by this Agreement.

**6.02.** The prohibition set forth in Section 6.01 of this Article shall apply to all stoppages and slowdowns, regardless of whether the precipitating dispute involves the parties to this Agreement or other parties. Any rights that any party to this Agreement may have to honor a

picket line or participate in a sympathy strike are expressly waived.

**6.03.** Inciting or inducing any of these activities described in Sections 6.01 or 6.02 of this Article constitutes cause for discipline up to and including discharge. In addition to any other liability, remedy or right provided by applicable law or statute, should such strike, sit-down, sit-in, slow-down, stoppage of work, boycott, picketing, or other interference with or interruption of work occur at any of the Company's operations covered by this Agreement, the Union within 24 hours of request by the Company shall:

**6.03.(a).** Publicly disavow such action by the employees;

**6.03.(b).** Advise the Company in writing that such action has not been called or sanctioned by the Union;

**6.03.(c).** Notify the employees of its disapproval of such action and instruct employees to cease such action and return to work immediately; and

**6.03.(d).** Post notice on the Union bulletin board advising that it disapproves of such action

**6.04.** It is further agreed that the Company may take disciplinary action, including discharge, against any employee who participates in conduct prohibited by this Article. Cause for such discharge shall be deemed established by the fact of such participation.

## **Article 7**

### **SUPERVISORS WORKING**

Supervisors will not do work normally done by bargaining unit employees except when the company cannot secure enough bargaining unit employees to perform the work, or in cases of unforeseen circumstances where failure to act promptly might result in harm or damage to personnel, plant or equipment, or for the purpose of instruction or training the employee at his work station.

## **Article 8**

### **PAY DAY AND PAY CHECKS**

**8.01.** Regular paydays shall be every other Friday.

**8.02.** Paychecks will be distributed at the Mill to employees every other Friday.

**8.03.** In addition to deductions required by law, the Company may deduct from an employee's paycheck, upon written authorization from the employee, contributions to a credit union, for savings bonds, cleaning of uniforms, and other deductions that may be approved through mutual agreement between the Company and the Union.

## **Article 9**

### **LEAVES OF ABSENCE**

**9.01.** Leave for Union Business. Regular full-time employees will be granted leaves of absence for union business and attendance at Union conventions. Such leave is limited to six (6) employees at one time, and shall not exceed thirteen (13) business days, unless otherwise expanded in number or extended in time by mutual agreement. This does not apply to day-today Union activities such as grievance meetings and arbitrations. Leaves in excess of thirteen (13) days per occurrence or thirteen (13) days total per year will be by mutual agreement. Once every two years, the Company will permit up to fifteen (15) employees to attend a special Union training session up to four (4) working days, provided the Union provides the Company with at least sixty (60) days advance written notice and the Company is able to obtain adequate coverage during the period of the leave. Union leave does not count as hours worked for compensation or overtime calculation.

#### **9.02. Leave for Military Service**

**9.02(a).** Employees who are excused from their regular work schedule in order to perform military service, shall, for each full day of absence due to military service, be paid the difference between the number of scheduled straight time hours of work per day less the pay received by the employee from the military up to a maximum of 15 days in any calendar year. Military leave does not count as hours worked for overtime calculation.

**9.02(b).** Employees who leave the employment of the Company to enter the armed forces of the United States are entitled to the protection and benefits under the applicable veterans' rights laws and shall be subject to the provisions of such laws.

#### **9.03. Funeral Leave**

**9.03(a).** The Company shall grant the Employee at her/his request reasonable necessary time off as a Funeral Leave of Absence to attend the Memorial/funeral. If the employee attends the Memorial/funeral she/he will be compensated at her/his regular straight time hourly rate for hours lost from his/her regular schedule for a maximum of three (3) consecutive days, the day before the memorial/funeral, day of the memorial/funeral and the day after the memorial/funeral (except absences due to the death of an employee's brother-in-law, sister-in-law, and employee's step-father and step- mother which shall entitle the employee to one day of leave), which must be the day of the memorial/funeral. The one day of leave can be used the day before the funeral if the employee is scheduled to work night shift. Shift employees will support the covering of job vacancies when co-workers are absent due to the death of a regular employee's immediate family.

**9.03(b).** Funeral Leave of Absence is limited to the employee's immediate family and may be extended upon a reasonable request by the employee. Immediate family is defined as an employee's spouse, mother, father, step-father, step-mother, children, grandchildren, mother and father in law, sister and sister in law, brother and brother in law and grandparents of both the employee and his/her spouse. The Company reserves the right to verify proof of relationship.

**9.03(c).** Funeral Leave Pay will not be paid in addition to any other type of allowed pay for the same days, such as vacation pay, sick pay or when the employee is on an approved leave of absence for any other reason. Funeral leave pay does not count as hours worked for overtime calculation. If a holiday occurs during the employee's funeral leave, he/she will be paid holiday pay.

#### **9.04. Jury Duty Leave Policy**

**9.04(a).** Jury Duty Leave shall be granted to regular full time employees, who are required to perform jury duty, and will be entitled to reimbursement at his/her regular straight time rate of his/her regular job for the hours necessarily lost as a result of serving on the jury, provided, however, that such reimbursement shall not exceed the number of scheduled straight time hours of work per day or forty (40) hours per week. Jury duty pay does not count as hours worked for overtime calculation.

**9.04(b).** The employee will be required to furnish a signed statement from the responsible officer of the court as proof of jury service, dates and times.



**9.04(c).** Shift employees will support an employee working the night shift prior to the day she/he is to serve on a jury, by covering necessary work requirements, so that employee may be granted permission to be absent and be paid for hours lost from his/her regular schedule.

**9.05. Return from Illness or Injury** – Employees who have been out of work due to illness or injury have a right to return to their Department and/or Classification for a period of time equal to one's service up to a maximum of two (2) years, provided the employee has obtained proper medical certification to perform the job. After this two-year period, the employee with proper medical certification may reapply for employment with the Company as a new employee and may be reconsidered for such employment at the time.

**9.06. Family and Medical Leave – Basic Leave Entitlement** – FMLA requires employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

**9.06.(a).** For incapacity due to pregnancy, prenatal medical care or child birth;

**9.06.(b).** To care for the employee's child after birth, or placement for adoption or foster care;

**9.06.(c).** To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

**9.06.(d).** For a serious health condition that makes the employee unable to perform the employee's job.

**9.07. Military Family Leave Entitlements** – Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or

therapy; or is in outpatient status; or is on the temporary disability retired list.

**9.08. Benefits and Protections** – During FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan” on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in loss of any employment benefit that accrued prior to the start of an employee’s leave.

**9.09. Eligibility Requirements** – Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

**9.10. Definition of Serious Health Condition** – A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**9.11. Use of Leave** – An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment to as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

**9.12. Substitution of Paid Leave for Unpaid Leave** – Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer’s normal paid leave policies.

**9.13. Employee Responsibilities** – Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must

comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

**9.14. Employer Responsibilities** – Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

**9.15.** All rights and responsibilities provided by the federal and state FMLA shall apply to both the employee and the Company. Certain limitations on the right to use leave as provided by the federal and Wisconsin FMLA shall apply as well. The provisions set forth above provide only a summary of some of the requirements under the federal and state law. For further information about rights and obligations applicable to family and medical leave, employees should contact the Human Resources Department.

## **Article 10**

### **GRIEVANCE/ARBITRATION PROCEDURE**

**10.01. Definition.** A grievance is a dispute concerning the meaning, interpretation, scope, or application of this Agreement pertaining to wages, hours, or other terms and conditions of employment covered by this Agreement.

**10.02. Informal Resolution.** The parties to this Agreement recognize that where possible a grievance should be settled promptly and at the lowest levels of this process. If an employee(s) or Union has a grievance, it should be presented to the appropriate supervisor for discussion and informal resolution if possible. Any resolution agreed to shall be on a

non-binding, non-precedent setting basis.

### **10.03. Step Process.**

#### ***(a) STEP ONE***

**10.03(a)(1).** In the event that informal resolution is not possible, the grievance shall be reduced to writing and submitted for resolution to the Manager of the area, in which the grievance arose and a copy to the Manager of Human Resources. The written grievance shall include:

- The name or names of the grievant(s);
- The date of the event giving rise to the grievance;
- The section(s) of the Agreement alleged violated;
- A statement of the grievance; and
- The remedy or correction requested.

**10.03(a)(2).** The grievance shall be signed by the grievant(s) and a Union representative.

**10.03(a)(3).** Such written request must be made within seven (7) working days of the event giving rise to the grievance. This period begins when the grieving employee learns of the event or through reasonable inquiry should have learned of the event. The designated area Manager will meet with the designated Union Steward and the employee where practical by close of the employee's shift on the next working day after receipt of the request, but no later than within seven (7) working days of the employee's request for a grievance meeting. The designated area Manager shall answer the grievance in writing within five (5) working days of the meeting. In the event an employee is off work for any authorized reason up to ten (10) working days or the length of the employee's vacation period, he shall have a right to file a grievance within forty-eight (48) hours after his return on any questionable item which occurred during that absence.

#### ***(b) STEP TWO***

**10.03(b)(1).** In the event the grievance is not resolved at Step One, the written grievance shall be submitted to the designated Operations Manager within seven (7)

working days of the Step One answer with a copy to the Manager of Human Resources. A meeting shall be convened within five (5) working days of the filing of the written grievance with the designated Operations Manager. The meeting will include the designated Operations Manager or his designee, the grievant, the Steward or designated Union representative, and may include knowledgeable witnesses.

**10.03(b)(2).** The designated Operations Manager will give a written answer to the grievance within five (5) working days of the meeting. The written answer will be given to the appropriate Chief Steward and the Local Union.

**(c) STEP THREE**

**10.03(c)(1).** In the event the grievance is not resolved at Step Two, the grievance may be appealed to the third step by the Union by serving notice on the Manager of Human Resources or his designee within seven (7) working days of the Step Two answer.

**10.03(c)(2).** During the next thirty (30) calendar day period, a meeting will be held between the Manager of Human Resources and/or his Designee and the Union-designated representative(s) to discuss the grievance. The Manager of Human Resources or his designee will give a written answer within five (5) working days of the meeting. The written answer will be given to the appropriate Chief Steward and the Local Union. By mutual agreement, the parties may establish periodic meetings to address all outstanding grievances.

**10.03(c)(3).** Arbitration will be conducted according to the procedures in *10.04* below.

**10.04. Arbitration**

**10.04(a).** In the event the grievance is not resolved at Step Three, arbitration may be initiated by the Union within thirty (30) calendar days of the Step Three answer, by requesting a panel of five (5) arbitrators from the Federal Mediation and Conciliation Service.

**10.04(a)(1).** Upon receipt of a panel, either party may reject the panel. In the event neither party rejects a panel, an arbitrator shall be selected by striking alternately. The parties will alternately strike the remaining arbitrators until one (1) arbitrator remains, this process will alternate each time it is used. Upon receipt of the

requested panel(s), the parties shall meet and respond to the FMCS within its allotted time period. The parties agree to limit their request to two (2) panels for any one (1) grievance.

**10.04(b).** The Arbitrator shall have jurisdiction and authority only to interpret, apply or determine the compliance with the provisions of this Agreement, insofar as shall be necessary to the determination of grievances appealed to him. He shall have no authority to add to, detract from or alter in any way, the provisions of this Agreement, nor to establish or change any wage rate.

**10.04(c).** The Arbitrator shall render a written decision within ninety (90) days of the hearing, or as expeditiously as is practicable. The decision of the arbitrator shall be final and binding.

**10.04(d).** The fees and expenses of the Arbitration shall be borne equally by the parties.

### **10.05. General Rules Governing the Grievance Procedure.**

Grievances not filed or appealed within the designated time limits may be treated as having been withdrawn without precedent. Where the Company fails to answer a grievance within the time limits prescribed in each step of the grievance procedure, the grievance will be deemed denied on the last date for answer and appealed that same day. The time limits set forth above may be extended by mutual agreement of the parties.

## **Article 11**

### **TOOLS AND EQUIPMENT**

The Company shall own and furnish those specialized and unusual tools and equipment that the employees may utilize in their functions. The Company shall furnish to the employees, on an as needed basis, gloves, face shields, and non-prescription safety glasses, among other equipment. The Company will determine the nature and need for unusual and specialized tools and equipment.

**11.01.** The Company agrees to pay 25% of uniforms costs for employees who elect to participate in the uniform program, with a maximum of \$100 per year per participating employee.

## **Article 12**

### **EMPLOYMENT CLASSIFICATIONS**

**12.01.** A regular full-time employee is an employee scheduled to work a minimum of thirty-six (36) hours per week, excluding probationary employees.

**12.02.** A probationary employee is a newly hired regular employee who has not completed ninety (90) days of service. If a probationary employee who has been terminated or laid off within ninety (90) days is rehired by the Company as a full-time employee within six (6) months of such termination or lay off, the employee will not be required to serve an additional 90-day probationary period.

**12.03.** Nothing in this provision shall affect the Company's right to hire summer help between May 1 and September 15 of each year.

## **Article 13**

### **DISCIPLINE AND DISCHARGE**

**13.01.** The Company, the Union and the employees understand that adherence to the highest standard of conduct is critical to the success of the Company's operations. Accordingly, the Company's right to establish and maintain reasonable rules and regulations and to discipline and discharge employees for just cause are hereby recognized.

**13.02.** If an employee is called in for a disciplinary interview, the employee may, at their option, be accompanied by a union steward. If the employee elects not to be accompanied by a steward, they must sign a statement to this effect.

**13.03.** In the event a statement against an employee is entered in the personnel record of the employee, the Company will furnish a copy to the employee, the steward attending the disciplinary interview (if any), and the Union.

**13.04.** Discipline will be appropriate to the incident and can be, but is not limited to,

warning, suspension, termination. Suspensions (disciplinary layoffs) include both time off and time in lieu of time off.

**13.05.** If an employee feels they have been unjustly disciplined, he/she may file, a grievance and should the employee prevail in his/her position, all records of such discipline shall be removed from their personnel record. Written warnings shall be removed from the employee's personnel file and not relied upon as a basis for future disciplinary action, one (1) year after the date of entry of the written warning; provided that no other incidents have been entered in the personnel file during the one (1) year period. Discipline occurring twenty-four (24) months or more prior to a subsequent offense will not be considered for progressive disciplinary action, provided the employee has not been disciplined for twenty-four (24) months after the last disciplinary action.

**13.06.** An employee discharged shall be given in writing the reason(s) for such discharge with the Union being furnished a copy. The reason(s) will be obtained by the employee from the office of the Manager of Human Resources. Should the employee request a steward at this time, assistance will be given to the employee in obtaining a steward. Any discharge that is challenged will immediately proceed to Step Three of the Grievance Procedure.

## **Article 14**

### **BULLETIN BOARDS**

**14.01.** The Company will provide bulletin boards for the Union in the mill for posting of Union notices pertaining to local Union affairs, and are limited to:

**14.01.(a)** Notices of Union recreational and social affairs.

**14.01.(b)** Notices of Union elections.

**14.01.(c)** Notices of Union appointments.

**14.01.(d)** Results of Union elections.

**14.01.(e)** Notices of Union meetings.

**14.02.** Copies of notices to be posted shall be approved by the Company prior to posting,

**14.03.** The Union Bulletin Boards shall not be used for the purpose of dissemination of other material of any kind. Upon prior notification to the Manager of Human Resources or his/her designee, the Union may distribute literature, bulletins, and other similar material.



## **Article 15**

### **SENIORITY**

**15.01.** Mill seniority is the length of continuous service at the Park Falls Mill, including all Mill seniority held at the Park Falls Mill at the time of closing of the sale to the Company. (See Official Union Seniority List). Department seniority is defined as the length of continuous service in a particular department measured from the date of first hire with PF Papers/Smart Papers or date of transfer into a particular department after ratification of this agreement or as determine by the Union ranking system. Any employee who has bid successfully for a job in a department, his/her departmental seniority will be accrued from the date the job is awarded. When employees have the same department seniority date, mill seniority will be used. Should employees have the same department and mill seniority date, the dispute will be resolved based upon alphabetical order of surnames first, then given names.

**15.02. Mill and Department seniority shall be forfeited for the following reasons:**

**15.02(a).** Discharge for just cause.

**15.02(b).** Quit.

**15.02(c).** Layoff that exceeds two (2) years.

**15.02(d).** Failure to accept a recall from layoff and return to work within seven (7) calendars days after notice to the Union and the date of mailing of a certified letter to the employee informing him/her of the recall.

**15.02(e).** Failure to report to work on the first scheduled work day after expiration of a leave of absence under Article 9.05 or family and medical leave.

**15.02(f).** Leave of absence from work for any reason, including illness or injury, that exceeds two (2) years, consistent with applicable law, except for leave for Union business.

**15.02(g).** Failure to report to work for three (3) consecutive workdays without advance notice. On the third (3rd) day, advance notice means the employee must notify his/her supervisor no later than one (1) hour after the starting time of his/her regular shift.

**15.02(h).** Employment on another job while on a leave of absence, except as provided in the leave for Union business provisions.

**15.03.** In the application of (c) and (f) above, the Company will not finalize the termination of seniority until it has notified the Local Union. If the Local Union can offer evidence, satisfactory to the Company, to justify retention of the employee on the seniority list, the time may be extended as agreed by the Company but the employee will not accumulate seniority during any extension period.

**15.04. Department seniority shall also be forfeited for the following reasons:**

**15.04(a).** If an employee is displaced from a Department for a period of time that exceeds two (2) years.

**15.04(b).** If an employee is promoted or transfers to another Department, he/she forfeits his/her Department seniority in the old Department upon completion of the 30-day evaluation period and begins accruing Department seniority in the new Department.

**15.05. Application of Seniority**

**15.05(a).** The application of seniority in promotions and transfers is set forth in Article 29 of this Agreement.

**15.05(b).** The application of seniority in forced reductions is set forth in Article 30 of this Agreement.

**15.05 (c).** The application of seniority in temporary vacancies is set forth in Article 31 of this Agreement.

**15.05 (d).** The application of seniority in recall rights is set forth in Article 32 of this Agreement.

**15.06. Union Departmental Ranking System**

**15.06(a).** The Union will provide the Company with information to rank current employees within their departments to establish the department seniority system. This

ranking takes precedence over other departmental seniority dates. The Union agrees to execute a hold harmless MOU which will protect the Company from any liability and or dispute which may result from this ranking. In addition, the Union agrees not to process any grievance resulting from this ranking through the Grievance Arbitration Provision of this Agreement.

*15.06(b).* The terms Departmental and Ranking are used synonymously.

## **Article 16**

### **UNION REPRESENTATION**

*16.01.* The Company and the Union agree to a maximum of twelve (12) Stewards and one (1) Chief Steward. The parties to this Agreement recognize that when Union Steward is referred to by the Agreement, the Union Steward shall be from the same department as the involved employee, if available on the same shift. If no department/Union Steward is present on the shift of the involved employee, the Chief Steward or one of his/her designated alternates from the area involved shall be used when a Union Steward is requested. The designated alternates shall be provided by the Local Union to Management in writing.

*16.02.* Supervisors will allow a Union representative to leave his/her job to represent employees with Management, without loss of pay, if such meetings are held during the representative's regular working hours.

*16.03.* A list of names of employees and changes of Stewards, Chief Steward and Officers of the Union shall be given in writing to Management at least twenty-four (24) hours before the effective dates of assuming the duties of their offices. Changes shall be signed by the President of the Local Union, designating that these employees have the authority to represent the Union in dealing with the Company.

*16.04.* If it becomes necessary for an employee, acting as a Union Representative as indicated above, to leave his/her regular duties for grievance investigation, the Supervisor may arrange for the relief of the employee, upon request. Reasonable requests that do not unreasonably interfere with the operations of the business shall be granted without loss of pay.

**16.05.** A duly authorized representative of the Union including the International Representative shall have access to the Mill at reasonable times upon notification to Management, for the purpose of assisting in the adjustment of grievances or to ascertain the enforcement of this Agreement.

## **Article 17**

### **HOURS OF WORK**

**17.01.** This section defines the normal hours of work and shall not be construed as a guarantee of hours per day or week.

**17.02.** For pay purposes, the established workweek begins at 6:00 a.m. on Monday and ends at 5:59 a.m. on the following Monday.

**17.03.** The normal schedule of work for rotating shift workers working a continuous operation is as follows:

First Shift..... 6:00 a.m. to 6:00 p.m.  
Second Shift..... 6:00 p.m. to 6:00 a.m.

**17.04.** The normal schedule for day workers is from 7:00 a.m. to 3:00 p.m. with a ten (10) minute and twenty (20) minute paid break. The company does not guarantee that these breaks will be granted. If needed, employees will be required to work through their break periods.

**17.05.** It is recognized that daily and weekly schedules are based on business considerations and subject to change based on operating requirements, shutdown schedules, and fluctuation in the demand of products or other business factors.

**17.06.** Employees who are assigned to a shift will normally follow the schedule of their assigned shift, production requirements permitting. The Company will post changes in work schedules for the following week no later than 5:00 p.m. on Thursday, whenever possible. In the event it becomes necessary to revise an employee's work schedule after an employee has commenced his/her vacation, the Company will make an effort to notify the affected

employee of the change in schedule. Should the effort be unsuccessful, the Company will not be liable for time not worked nor will the employee be counted absent for days missed prior to the date he/she would have otherwise been scheduled except for the change.

**17.07.** Employees may relieve early up to seven (7) minutes prior to the shift starting times. Under no circumstances may employees relieve prior to seven (7) minutes before the shift starting times. Employees, after being relieved, must clock out no later than seven (7) minutes after the end of the shift.

**17.08.** Employees are to be ready for work at their designated start times. If unavoidably prevented from reporting to work at designated start time, an employee must call the plant security office as soon as possible and at least two (2) hours before their designated starting time, unless it is impossible to give such notice, giving the cause and probable duration of the absence and the information will be forwarded to a supervisor in their department.

**17.09.** After an employee has been absent from work on an illness or injury for more than three (3) consecutive scheduled workdays or leaves of absence or layoffs of more than thirty (30) days duration, the employee will report to the HR/Safety Department for clearance before returning to work.

## **Article 18**

### **CALL-IN PAY**

**18.01.** A regular full-time employee who is called to come into work (meaning physically away from the mill) by the Company to work outside of their regularly scheduled working hours shall be guaranteed a minimum of two (2) hours of call pay. The call pay would be paid at straight time at his/her classified base rate and is not included as time worked for overtime calculations.

## **Article 19**

### **FILLING OVERTIME**

**19.01. General Overtime:**

**19.01 (a)** Overtime at the rate of time and one-half (1-1/2) will be paid for all hours

worked in excess of forty (40) in any one week. (See Appendix H & I) There will be no pyramiding of overtime.

**19.01(b)** General overtime will be posted and be filled in the following manner.

**19.01 (b)(1)** Department seniority volunteers with the most seniority.

**19.01 (b)(2)** If there are not enough volunteers, then the overtime will be filled by the least senior team member in the department.

**19.02.** The Union recognizes that the Company may assign and have performed reasonable overtime work. Overtime can be performed on a voluntary basis provided there are qualified willing employees to perform the work. Overtime opportunities under this provision will be distributed as equitably as practical amongst qualified employee(s) following the procedures set forth below.

**19.03.** The Company will give notice of required overtime as far as in advance as possible.

**19.04.** If a Company representative determines that overtime is necessary, the vacancy will be filled in the following manner:

**19.04(a). Rotating Shifts (For Unknown Overtime)**

**19.04(a)(1).** The incumbent on the job.

**19.04(a)(2).** The on-call list.

**19.04(a)(3).** The off-shift.

**19.04(a)(4).** If the overtime vacancy remains unfilled by Steps 1, 2, or 3 the Company may fill the overtime vacancy without restriction within the department, if possible. If it is not possible, the concept of job continuity shall prevail, the incumbent shall remain on the job until properly released or relieved. The current practice being utilized in the departments and areas, which may vary among departments and areas, may be continued.

**19.04(b)(1). Rotating Shifts (For Known Overtime)**

**19.04(b)(1)** Posting will have the job, date, shift and name of the unrelieved team members and the name of the relieving team member needed to fill the overtime.

**19.04(b)(2)** Senior qualified department team members will have first opportunity to

strike the name of the unrelieved or relief team member and work the overtime. This must be done 24 hours in advance of the overtime that is to be filled.

**19.04(b)(3)** If not filled by the senior qualified member striking a name, the incumbents will fill the overtime scheduled. The current practice being utilized in the departments and areas, which may vary among departments and areas, may be continued.

#### **19.04(c). Day Shift**

**19.04(c)(1).** The incumbent(s) on the job.

**19.04(c)(2).** If the overtime vacancy remains unfilled by Step 1, the overtime opportunity shall be offered in department seniority order starting with the area individual below the employee who accepted the last overtime opportunity.

**19.04(c)(3).** If the overtime vacancy remains unfilled by Step 2, the Company may fill the overtime vacancy without restriction within the department, if possible. If it is not possible, the concept of job continuity shall prevail, the incumbent shall remain on the job until properly release or relieved. The current practice being utilized in the departments and areas, which may vary among departments and areas, may be continued.

#### **19.05. Day Maintenance Matters**

**19.05(a).** There are three (3) types of overtime work in day maintenance.

**19.05(a)(1). Scheduled Overtime** shall be posted with the senior qualified person in the area of normal assignment or department having the first right to the overtime. If there are no volunteers the overtime would be filled by forcing the junior qualified employee within the area or department.

**19.05(a)(2). Continued Work Overtime.** The incumbent on the job will continue with work until properly relieved or released. If the incumbent is unable to complete the assignment, he/she may be relieved by a qualified volunteer. If a job being worked by more than one employee continues into the next shift, and not all of the incumbents are needed to perform the job, then the overtime will be filled on a "senior may/junior must" basis. Under this procedure, the senior incumbent employee(s) will first be

offered the overtime. If the senior employee(s) decline, then the junior incumbent employee(s) must perform the work.

**19.05(a)(3). Emergency Overtime.** In cases of emergency work, shift maintenance will follow their rotating shift practice. If shift maintenance needs management support, then filling the overtime will default as follows. Emergency Overtime will be filled by using the list of employees to call (all qualified craftsmen), shift and/or day. Calls may be done by Shift or by Management. Criterion for emergencies is qualification to do the job - skill and familiarity with equipment.

When out of area requests are made, overtime should be filled by volunteers.

**19.06.** There will be no staggering of hours or layoffs as a result of overtime hours worked to keep within the established work week.

**19.07.** If the procedures set forth in this section are violated in a repeated or deliberate manner and are brought to the Company's attention, the missed employee(s) will be given a bypass slip and will be offered the next available overtime opportunity. Repeated violations are defined as two (2) consecutive missed overtime opportunities. If the bypass slip is not honored on the next available overtime opportunity for which that employee is qualified to work, the Company will immediately provide the employee four (4) hours of overtime work.

**19.08.** Probationary employees assigned to a department will be permitted to share in department voluntary overtime before regular department employees only as outlined in the language provided in the Rotating Shifts paragraph above.

## **Article 20**

### **CREW LEADER**

**20.01.** Vacancies in crew leader classifications (including shift crew leaders and loading crew leaders) shall be filled by following the posting procedure set forth in this provision. The Company will post the announcement of the vacancy within the department. The announcement shall specify the job title, department, classification, shift, wage rate, work schedule, qualifications, and deadline for application. The qualifications shall be determined



by the Company.

**20.02.** Employees who are interested in the vacancy will complete a Posting, which can be obtained from the applicable department. The Posting must be completed and submitted to Human Resources within the time period specified. The Company shall select the most senior applicant who, in the determination of the Company, meets the qualifications established for the position.

**20.03.** Forced Reduction applies to crew leader(s).

## **Article 21**

### **HOLIDAYS**

**21.01. Holidays.** Eligible employees will receive holiday pay for the following named holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day (Monday)	Christmas Eve
Fourth of July	Christmas Day
Labor Day	*Two (2) Personal Days

**21.02 Paid Personal Days:** Employees will receive Two (2) Personal Days, with the exception of the employees in their first year of employment who were hired on or after July 1st. Employees hired on or after July 1st will only receive one (1) Personal Day (for the remainder of the year).

**21.02(a)** Employees with twenty-five (25) years of service will receive one (1) additional paid Personal Day.

**21.02(b)** Personal Days which have been appropriately scheduled will be paid at the employee's base rate of pay for their regularly scheduled number of hours. Personal Days are not paid out to the employees upon retirement or resignation.

**21.03. Eligibility for Holiday Pay.** To be eligible for holiday pay, an employee must meet all the following conditions:

**21.03(a).** He/she must be a regular full-time employee and must have completed the Probationary Period of employment.

**21.03(b).** He/she must have worked the entire last scheduled day before and the entire next schedule day after the holiday, unless absence on those days was due to paid vacation, paid jury duty, paid funeral leave, disability leave paid for by the Company, or a bona-fide illness supported by a written diagnosis signed by a licensed physician. No other absence, other than approved and certified FMLA leave, or where permission has been granted in writing by the Company, on those days will qualify the employee for holiday pay.

**21.03(c).** If an employee, otherwise eligible for holiday pay, is absent the day before and after the holiday due to disability, injury, or documented illness as specified in holiday provision 21.02(b), the employee will be eligible to receive holiday pay in the regular payroll period covering the holiday if the holiday occurs within 30 days of the employee's last day worked.

**21.03(d).** He/she must not have been on disciplinary suspension the day before, the day of, or the day after the holiday.

**21.03(e).** He/she must have worked on the holiday if scheduled to do so, unless absence on the holiday is due to the reasons set forth in section 21.02(b) above.

#### **21.04. Amount of Holiday Pay**

**21.04(a).** Eligible employees will be paid at his/her scheduled number of hours at the employee's scheduled base rate of pay. Eligible employees will receive holiday pay if a holiday falls during a scheduled vacation.

**21.04(b).** Tardiness or leaving early the day before or the day after a holiday will reduce the number of hours of holiday pay by the amount of such tardiness or leaving early, unless tardiness or leaving early has been approved in writing by the Human Resources

Manager.

**21.04(c).** Holiday pay does not count as hours worked for overtime calculation.

**21.04(d).** Holidays shall be operating days unless otherwise designated by the Company.

**21.04(e).** Employees who work on a holiday shall be paid time and one half (1 ½ ) of the rate of the classification worked for that day for all hours worked in excess of their regular scheduled shift hours on the holiday.

**21.04(f).** Employees who work during the period 6:00 a.m. Christmas Eve to 6:00 a.m. Christmas Day, or from 6:00 a.m. Christmas Day to 6:00 a.m. December 26, shall be paid double time of the rate of the classification worked for all hours worked during such periods. If production is required on Christmas Eve or Christmas Day, scheduled employees shall be required to work as scheduled but may arrange for qualified substitutes.

## **Article 22**

### **REPORT PAY**

**22.01.** When any employee reports for work on his/her regular shift and work is not available, the employee shall be offered four (4) hours substitute work reasonably within his/her capacity to perform and shall be paid at the rate of the classification that the employee had been scheduled to perform. If the employee is not offered work, then the employee shall receive four (4) hours paid at the rate of the classification the employee was scheduled to perform.

**22.02.** The Company shall be under no obligation to pay reporting time to an employee who reports for work at his/her regularly scheduled work time but for whom no work is provided:

**22.02(a).** If failure to provide work is due to storm, flood, fire, major breakdown, power failure, other catastrophic failures, or other acts of God.

**22.02(b).** If the Company gives notice in writing or by messenger or telephone to the last address or telephone number on the Company's official records not later than four (4)

hours prior to the beginning of the employee's scheduled work time.

**22.02(c).** If the employee is not needed to do other work normally done in his/her department and requests to leave, he/she shall be permitted to do so except under emergency conditions and unless his leaving would result in call-in for another employee. Employee will not be paid for time not worked when a request for leave is granted.

## **ARTICLE 23**

### **VACATION**

#### **23.01. Eligibility/or Vacations**

**23.01(a).** Regular full-time employees who have been continuously employed for six (6) months or more and who have worked at least 1,040 hours shall be eligible for vacation in accordance with the following schedule.

<u><b>Length of Continuous Service</b></u>	<u><b>#of Weeks of Vacation</b></u>
One year, but less than 2 years	1 week
2 years of service but less than 8 years	2 weeks
8 years of service but less than 15 years	3 weeks
15 years of service but less than 20 years	4 weeks
20 or more years of service	5 weeks

For hourly employees their vacations are earned on a monthly basis. Vacation time will be based on the employee earning 1/12th of his/her vacation eligibility, as set forth in the above chart, for each month of employment service during the vacation year.

**23.01(b).** Vacations shall be taken in the calendar year in which they are earned, beginning on January 1, except for the first year of employment for employees who are hired on or after July 1. Such newly hired employees may take earned vacation in the next calendar year, beginning after they have been continuously employed for six (6) months and have worked at least 1,040 hours.

**23.01(c).** Vacation pay will be at 40 hours per vacation week at the employee's regular

classification rate.

**23.01(d).** Vacation pay does not count as hours worked for overtime calculation.

**23.01 (e).** For vacation eligibility, the length of continuous service shall include continuous service at the Park Falls Mill at the time of the closing of the sale to the Company on February 19, 2005.

**23.01 (f).** At retirement, or entrance into extended military service, or death of an employee, the employee or his/her beneficiary will be paid for any unused vacation due him/her for the time worked during the calendar year. The employee or his/her beneficiary will be paid for a prorated vacation during the year in which his/her retirement, entrance into extended military service, or death occurs. This vacation will be based on the employee's current eligibility, disregarding the requirements for minimum hours worked and prorated to the nearest eight (8) hour day by the number of full months to his/her date of departure.

### **23.02. Non-Accumulation - Non-Accrual**

**23.02(a).** Neither vacations nor vacation pay shall carry over beyond the vacation year in which it is to be taken. Any unused vacation will be paid in December of the current vacation year.

**23.02(b).** Employees with one (1) or more calendar years of service who give two (2) weeks notice prior to a voluntary quit or employees terminated by the Company who have already worked a minimum of 1,040 hours in the calendar year of separation will be paid prorated vacation. The prorated vacation will be based on the number of whole months actually worked in the calendar year using the 15th day of the month for a dividing line in counting the months. The prorated vacation will be 1/12ths through 12/12ths of the vacation pay the employee would be entitled to at the time of termination.

### **23.03. Vacation Scheduling**

**23.03(a).** The vacation schedule by department shall be from the first week in January to December 31. Subject to Area and Department limitations and guidelines, vacations will, insofar as production and maintenance requirements permit, be granted at those times desired by the employees. All vacation weeks shall begin on Monday.

**23.03(b).** By September 15 of each year, the Company will distribute a form to each employee (including employees on approved Company leave) for the employee to designate the number of weeks of incremental vacation and pay in lieu of vacation that they request for the following calendar year. Employees will be given until September 30 to select the number of weeks of incremental vacation and any weeks of pay in lieu of vacation. Beginning October 1, the vacation scheduling period (consisting of three rounds) will begin, and it shall be concluded by December 1. Sign up will be on a rotational basis. Employees who have three (3) or four (4) weeks of vacation eligibility may pick up to two weeks; employees who have five (5) weeks of vacation eligibility may pick up to three weeks in the first round, all other employees may pick one (1) week in the first round. For Round One, employees, based on mill seniority within their department, must designate the particular 1, 2, or 3 weeks, as appropriate, that they choose for vacation. For Round Two, employees, based on mill seniority within their department, must designate their remaining full weeks of vacation. For Round Three, employees, based on mill seniority within their department, can designate incremental vacation periods. After the sign-up period, request for incremental vacation will be approved on a first-come, first-served basis, subject to management approval, based on the demands of the business and the schedule. Such requests should be made at a reasonable time as far in advance as possible.

**23.03(c).** Earned vacation week(s) designated to be taken as incremental by September 30 may be taken in one (1) day increments, subject to management approval, based upon the demands of the business and the schedule. The number of weeks of incremental vacation shall be a maximum of one (1) week for employees entitled to two (2) or three (3) weeks of vacation, and shall be a maximum of two (2) weeks for employees entitled to four (4) or five (5) weeks of vacation. Incremental vacation weeks will consist of four (4) working days for twelve (12) hour shift employees and five (5) working days for eight (8) hour day shift employees.

Each Department within an Area will have a maximum number of employees allowed off each week.

**23.03(c)(1)** This "maximum allowed off" in any week is calculated by dividing the net number of vacation weeks to be scheduled within the department (gross weeks of vacation earned by all employees in the department minus the number of weeks indicated to be taken as Pay in Lieu) by either 52 or 53 depending on how many weeks are available within the vacation year.

**23.03(c)(2)** Fractional numbers are rounded up to the nearest whole number.

**23.03(c)(3)** In any department where more than one (1) employee is allowed off each week. Departments and/or Areas may impose additional restrictions, such as a maximum number allowed off on any given shift or within a given classification. In cases where there are conflicts, the employee with greater mill seniority will be given priority.

**23.03(c)(4)** For purposes of vacation selection only, shift maintenance will be treated as though it were part of the maintenance department.

**23.03(d)**. Vacations will be taken to coincide with established workweek. Each week of vacation will be seven (7) calendar days duration. Holidays falling in a vacation period shall not extend the vacation period.

**23.03(e)**. The Company reserves the right to assign certain weeks for vacation to employees who have not scheduled vacation by January 1.

**23.03(f)**. An employee entitled to two (2) or more weeks of vacation may elect at the time of scheduling his/her vacation to receive pay in lieu of vacation for any number of weeks over one (1) week. Pay in lieu of vacation will be paid in increments of one week per month per employee in the year in which it was to be taken.

**23.03(g)**. Requests for incremental vacation or pay in lieu that are not designated by the employee by September 30 of the vacation scheduling period will be considered for approval at the discretion of the Company upon written request by the employee.

**23.03(h)**. If business conditions dictate the need to consider revising the vacation schedule, the Company agrees to meet and discuss the issue with the Union in good faith to resolve the issue.

**23.03(i)**. Vacation schedules will be posted or kept in a location agreeable to department supervision and the appropriate Chief Steward.

## **Article 24**

### **CHANGING SHIFTS**

**24.01**. Employees within a department may by mutual written agreement between them,

having received twenty-four (24) hours (when possible) advance approval from supervisors, exchange shifts. The hours exchanged or worked must be worked back within the same workweek.

**24.02.** Supervisors will make every reasonable effort to grant the requests of employees qualified to do the work, to make such changes.

**24.03.** The trading of partial shifts is also permitted provided the proper forms are completed and approved by supervision prior to any time worked as a result of the trade.

**24.04.** Inasmuch as this Article is designed for the convenience of employees, any changes proposed as a result of changing shifts cannot add to the hours for which overtime is payable and any premium pay shall be waived in writing by the employees.

## **Article 25**

### **NEW AND CHANGED JOBS**

**25.01.** Recognizing that during the term of this agreement, the Company may create new jobs or combine existing jobs which may substantially increase the job duties of the existing classification. The Company shall establish rates for the new or changed job classification in line with the Company's existing wage schedule and notify the Union in writing. For purposes of this provision a "substantial change" in job content exists only if the job materially and significantly changes in difficulty, effort, and responsibility. If after thirty (30) calendar days the Union does not question the rate established by the Company for the new classification, it shall become the established rate for the job. Otherwise, the establishment of such rates shall be a matter for negotiation between the Company and the Union within the thirty (30) calendar day period. If the parties are unable to reach an agreement the matter shall become a subject of the grievance and arbitration procedure. The authority of the arbitrator shall be limited to adjustments) within the existing wage structure for that classification. The arbitrator is further limited to adjustment to changes within the last year from the date of the notification.

**25.02.** In cases where the Union has grieved a wage reduction initiated by the Company, the Arbitrator shall have the authority to determine whether or not the existing job(s) will be reduced and at what rate.



## **Article 26**

### **MATTERS COVERED/COMPLETE AGREEMENT**

**26.01.** All matters not specifically covered in the Agreement shall be deemed to have been raised and disposed of as if specifically covered herein.

**26.02.** There are and shall be no other Agreements except as enumerated herein, or may be agreed upon during the term of the Agreement.

**26.03.** During the negotiations resulting in this Agreement, the Company and the Union each had the unlimited right and opportunity to make demands and proposals. This Agreement contains the entire understanding, undertaking and agreement of the Company and the Union. Changes in this Agreement, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing, agreed to, and signed by both the Company and the Union.

## **Article 27**

### **MISCELLANEOUS**

**27.01.** When it becomes necessary to change methods of operation or kinds of products which may result in the elimination of jobs or combining jobs, the Company will discuss the matter with the Local Union officers before such change becomes effective.

**27.02.** Shift worker is defined as an employee engaged in a continuous process operation, the services of whose occupation are normally required for more than one shift a day.

**27.03.** Day worker is defined as an employee not engaged in a continuous process operation, the services of whose occupation are not normally required for more than one shift a day.

**27.04.** Wherever used in this Agreement, the male noun or pronoun is to include the female noun or pronoun, where applicable.

## **Article 28**

### **SEVERABILITY**

In the event any provisions of this Agreement are found to be in conflict with any state or Federal Law now existing or hereafter enacted, it is agreed that such laws shall supersede the conflicting provisions without affecting the remainder of the provisions, which shall continue in full force and effect.

## **Article 29**

### **PROMOTIONS AND TRANSFERS**

**29.01. Regular Vacancies.** Vacancies in regular classifications, which management deems necessary to fill, will be filled by Line of Progression or by Bid, dependent upon the specific classification.

#### **29.02. Line of Progression Classification**

**29.02(a).** Line of Progression is a method of movement along established promotional lines in which employees move upward to fill vacancies. A listing of the affected classifications will be found in the Appendix of this Agreement.

**29.02(a)(1).** When a vacancy exists in a Line of Progression, the most senior employee in the Line of Progression meeting minimum qualifications will be promoted. The terms "minimum qualifications" and "minimum qualified" as used throughout this Agreement shall be defined as set forth in Article 29.04(e).

**29.02(a)(2).** For entry-level positions in Lines of Progression, the vacancy shall be filled from the Area Relief Department, or from a Bid classification within the same Area as the vacancy, by utilizing the bidding procedure.

**29.02(b).** In Departments that have both Line of Progression and Bid classifications, the Company will identify the number of employees in Bid classifications, excluding Department Reliefs, who will be given the opportunity to train and attain minimum qualifications for entry-level positions in Lines of Progression. Employees will express interest in writing and the most senior employee(s) will be trained.

**29.02(c).** In Lines of Progression, a vacancy shall be filled by move-up of the most senior

employee in the Line of Progression meeting minimum qualifications, except for those employees who have received a seniority waiver by the Company. A seniority waiver shall be granted only for certified medical conditions. The Company has the right to review seniority waivers every two years and may require functional capacity examinations to determine if the seniority waiver may be continued. In a line of progression, a move around a seniority waiver is permanent in the line of progression. In the event of a layoff, retrogression will occur in the same order as the progression. At any time, no more than one employee may be on a seniority waiver in any particular classification or crew. An employee who is on seniority waiver will freeze at one position below his/her position, thus allowing them to move up for vacation relief. If an employee meeting minimum qualifications and not on a seniority waiver refuses an opportunity to move up in the Line of Progression, the employee shall be displaced to the Area Relief Department position.

### **29.03. Bid Classifications**

**29.03(a).** Bid is a method of movement within an Area by utilizing the bidding procedure. A listing of the affected classifications will be found in the Appendix of this Agreement.

**29.03(a)(1).** When a vacancy exists within a department the vacancy shall be posted in the Area and the selection will be made by utilizing the bid procedure.

**29.03(a)(2).** Should the vacancy remain unfilled or a subsequent vacancy exists, the vacancy shall be posted mill-wide and the selection will be made by utilizing the bid procedure.

**29.03(b).** The Company will identify the number of employees', excluding Department Reliefs, who will be given the opportunity to train and attain minimum qualifications for a bid position. The employees in the Area will be polled to determine their interest in training for the position, and the most senior interested employee(s) will be trained to attain minimum qualifications for the position.

### **29.04. Bidding Procedure**

**29.04(a).** A vacancy exists.

**29.04(b).** The affected department will post the announcement of the vacancy within the Area. The announcement will specify:

- Job Title (number of vacancies)
- Department, Classification, and Shift
- Wage Rate
- Current Work Schedule
- Essential Qualifications
- Brief Description of Duties
- Deadline Date for Application

The announcement will be posted for fourteen (14) calendar days.

**29.04(c).** The Company will make the selection of the qualified employee by following:

The following criteria will be considered:

- Minimum Qualifications
- Major (suspensions of three (3) days or more) Active Discipline Record
- Mill Seniority

**29.04(d).** Minimum qualifications for each classification will be determined by management based upon the following:

- Previously demonstrated ability (including physical requirements) to do the job without assistance. In bid jobs only, those employees who cannot show previously demonstrated ability but have some work experience associated with the job may be granted an orientation period not to exceed fourteen (14) calendar days at which time the Company may determine if the employee is qualified for the position.
- Necessary technical skills.

**29.04(e).** If there are no bidder(s) within the Area meeting the minimum qualifications, the Company will post the vacancy mill-wide and the senior employee(s) bidding for the vacancy shall be given the opportunity to receive a reasonable amount of training in order to qualify for the position, subject to the provisions of Article 29.05(a), except in the Maintenance Department (Mechanical Technicians and E&I) where the Company reserves the right to recruit externally to fill the openings after all internal options have been exercised first. If there are not bidder(s) for any of the job opening(s), then the Company reserves the right to recruit externally to fill those job opening(s).

**29.04(f)** The Company reserves the right to recruit externally to fill openings in the Maintenance Department (Mechanical and E&I) under the following guidelines. The Company will post internally and for every one (1) internal posting, the Company has the right but not the obligation to bring in one (1) qualified external candidate.

- Internal candidates that sign the posting will need to receive passing scores on the Mechanical or E&I test, depending on which Department the posting is for, before being considered for the position. The position will be awarded to the most senior employee who received passing test scores. The test will be set up by the Company and administered by NTC. Each candidate will be allowed to test one time per posting, with a maximum of testing two times overall. Meaning, any candidate that has tested twice and did not receive passing test scores will be excluded from signing further postings for that Department in which they were testing for. External candidates who apply for a Maintenance position will also be required to receive passing scores on the same test or have a current journeymen's card in the position they are applying for. As with the internal candidates, the test will be set up through the Company and will be administered by NTC. Candidates will be allowed to test one timer per position available.

#### **29.05. Returning to Previous Classification**

**29.05(a).** Once an employee is awarded a vacant position (not in their line of progression), he/she will enter a work evaluation period for up to thirty (30) calendar days. During these thirty (30) calendar days the employee will receive the rate of pay of the job that they are training on. At any time during the evaluation period, he/she may choose not to remain in the position or be removed from the position by the Company if he/she is not performing the job satisfactorily. If the employee, during the evaluation period, elects not to remain in the position, or is removed from the position by the Company, he/she will be returned to his/her department and former position at the rate of pay of the former position without penalty to his/her seniority. The employee, during the evaluation period, can elect not to remain in a position or the company can remove them from the position, only twice during 12 consecutive months. Upon the third time he/she will then return to his/her former area as a Department Relief at the appropriate Department Relief rate of pay without penalty to his/her seniority.

**29.05(b).** Should the Company disqualify the employee, he/she may elect to bid on

another vacancy with no waiting period for purposes of bidding. However, should an employee choose not to remain in the position within the thirty (30) calendar day evaluation period, he/she will have a three (3) month waiting period for bidding purposes.

## **Article 30**

### **FORCED REDUCTIONS**

**30.01.** The Company will make every effort to utilize all employees in their assigned jobs consistent with the other provisions of this agreement.

**30.02.** Regular Employees, who are subject to a forced reduction out of the mill, will be displaced by department as follows:

#### **30.03. Short-Term Forced Reduction**

**30.03(a).** A short-term forced reduction is one that is seven (7) days or less. During a short-term reduction, the Company will continue to pay its then-current share of the applicable health care premium.

**30.03(b).** If a Department is reduced by shift and/or equipment, those employees affected on the particular shift or equipment shall be reduced.

**30.03(c).** If a short-term reduction is made by reducing the number of employees within a department (other than a reduction by shift or piece of equipment as set forth in (b) above, such reduction shall be made by seniority within the affected department with the most senior qualified employee(s) remaining, with no training required.

**30.03(d).** If the Company implements repeated short-term reductions affecting the same group of employees, the Company will meet with the Union and discuss alternative schedules in recognition of the impact on such employees.

#### **30.04. Long-Term Forced Reduction**

**30.04(a).** A long-term forced reduction is one that is more than seven (7) days. During a long-term reduction, the Company will continue to pay its then-current share of the applicable health care premium for up to two months in addition to the remainder of the month in which the reduction begins.

**30.04(b).** Department(s) shall be reduced by minimum qualifications and seniority, subject to Article 30.04(h) and (i).

### **Lines of Progression**

**30.04(c).** Retrogression for classifications that have lines of progression will be made in order of department seniority in reverse order of the line of progression.

**30.04(d).** Employees who are retrogressed out of a department will be placed in the Area Relief department.

**30.04(e).** Employees remaining in their department may elect to retrogress to the department relief classification.

### **Non-Line of Progression**

**30.04(f).** In classifications where there is a bid process, employees will be displaced by their department seniority to the Area Relief Department.

**30.04(g).** Employees remaining in their department may elect to retrogress to the department relief classification.

### **Bumping in Lines of Progression and Non-Line of Progression**

**30.04(h).** Employees forced out of their line of progression or bid classification will be granted the right to displace less senior employees within their department based upon their department seniority and qualifications to do the job without training.

**30.04(i).** Employees will be forced out of their department to the Area Relief Department. Displaced employees in Area Departments will be granted the right to bump employees in unprotected job classifications and in partially protected job classifications based on mill seniority. See Appendix E. Employees may bump the number of employees in each partially protected job classification, as enumerated in Appendix E. Employees will be required to qualify for unprotected and partially protected jobs within up to fourteen (14) calendar days. Should the Company disqualify the employee, or if the employee elects

not to remain in the position, the employee shall be returned to the Area Relief Department and shall be precluded from further bumping in the Forced Reduction. The junior employees in Area Relief Department will be displaced from the Mill based upon mill seniority.

Should a reduction in the work force exceed the number of unprotected and partially protected jobs available for bumping, employees will bump the less senior employees in protected classifications where mill seniority permits, and the senior employee who is bumping can perform the job without training. An employee will be considered qualified and not need training if he/she held the position being bumped within the past twelve (12) months for a minimum of twelve (12) months.

**30.08.** Employees who move to lower classifications will be paid the rate of the job they are working provided they are qualified and not in training.

**30.09.** In cases where employees are displaced and have the same Mill and Department seniority, reductions out of the Mill and/or Department will be made based upon alphabetical order of surnames first then given names.

## **Article 31**

### **TEMPORARY VACANCIES**

#### **31.01. Seniority Set-up for Extended Temporary Vacancies - Over 30 Days**

When the Company becomes aware of a temporary vacancy that will last more than 30 days from the date that the Company becomes aware of the duration of the vacancy and the Company determines the vacancy must be filled, the vacancy shall be filled as follows:

**31.01 (a).** For extended temporary vacancies in lines of progression, the vacancy will be filled by moving up the senior employee with the appropriate minimum qualification into the vacancy. Subsequent vacancies caused by moving up shall be filled in the same manner.

**31.01 (b).** For extended temporary vacancies in bid classifications, the vacancy shall be filled by polling the employees in the department to determine employee interest in the position, and the senior interested employee with the appropriate minimum qualification shall be selected. If no interest is expressed, then the senior employee in Area Relief with



the appropriate minimum qualification for the position will be required to fill the vacancy.

**31.01 (c).** The above procedure for filling extended temporary vacancies shall not apply to designated department reserves, who have been designated and are required to fill certain temporary vacancies within their department.

### **31.02. Temporary Vacancy - 30 or Fewer Days**

For temporary vacancies of 30 or fewer days in duration and the Company determines the vacancy must be filled, the vacancy shall be filled as follows:

**31.02(a).** For temporary vacancies in lines of progression, the vacancy shall be filled by shift set-ups provided that the employees are qualified to perform the work. If the shift set-up employees are not qualified to perform the work, overtime shall be required to cover the vacancy.

**31.02(b).** For temporary vacancies in bid classifications, the vacancy shall be filled by the senior employee on shift who has expressed interest in the position(s). Each employee who wants to be considered for such temporary vacancies will be expected to return completed forms of interest to management as soon as possible indicating which position(s) that he/she would desire to move into and fill on a temporary basis if an opportunity should present itself. If there are no such employees available to fill the vacancy, the vacancy shall be filled by qualified Department or Area Relief employees on the same shift as the vacancy, who will be required to fill the vacancy.

**31.02(c).** The above procedure for filling temporary vacancies shall not apply to designated department reserves, who have been designated and are required to fill certain temporary vacancies within their department.

### **31.03. When Temporary Vacancy Becomes Permanent**

Filling a temporary vacancy does not give an employee any permanent right to the position. In the event a temporary vacancy becomes a permanent vacancy, the bidding procedures of Article 29 of this Agreement shall control.

## **Article 32**

### **RECALL RIGHTS**

**32.01. When displaced from the Mill and/or Department** The provisions in this Article apply to situations in which the Company institutes a recall. In the event of a recall, employees displaced out of the Mill shall be recalled to the Department Relief classification in order of their Mill seniority with the most senior employee called first. Employees shall be notified of their recall to the Mill by a certified letter sent to the employee's address as carried on the Company records; therefore, it is the employee's responsibility to update the Company of any address or telephone number changes. Displaced employees shall have recall rights to the Mill for a period of time up to a maximum of two (2) years from the date of their displacement. Probationary employees who have completed sixty (60) calendar days when displaced shall not be required to serve a complete probationary period.

**32.01 (a).** An employee cannot exercise recall to a department until he/she has been recalled to the Mill under this provision. Employees displaced from their department shall be recalled in order of their department seniority with the most senior employee called first. Employees displaced from their departments shall have recall rights to their department up to a maximum of two (2) years from the date of their displacement.

### **32.02. When Displaced from a Department and/or Classification**

**32.02(a). Bid Classifications.** Employees displaced from a Department and their non-Line of Progression Classification shall be recalled in order of their department seniority with the most senior employee called first.

**32.02(b). Lines of Progression Classifications.** Employees displaced from a Line of Progression Classification shall be recalled into the lowest job in the line of progression in the order of their department seniority with the most senior employee called first. Employees displaced from their department and/or classification shall have recall rights up to a maximum of two (2) years from the date of their displacement.

**32.03. Recall Rights for Employees Returning from Illness or Injury.** Employees who have been displaced from the Mill and are recalled, but are unable to return to work due to illness or injury will retain their recall rights up to a maximum of two (2) years from the date of their displacement. When such employees have obtained proper medical certification to return to work, they will be returned to the Department Relief classification to which he/she otherwise would have been entitled but for the illness or injury, and will have the right to be recalled to their Department and/or Classification to the same extent they would have been entitled but for the illness or injury, provided that they receive medical clearance and are qualified to perform the job.

**32.04. Return to Job from Which Displaced.** If an employee has been displaced from, Department or classification and the position from which he/she was displaced is later restored in a recall, the employee shall be required to return to the job from which he/she was displaced. If the employee refuses recall to the position from which he/she was displaced, the employee shall be placed in Area Relief and shall lose his/her Department seniority in the Department from which he/she was displaced, and shall lose his/her Department seniority from the Department in which the employee was working at the time he/she refused to return to his/her old job.

## **Article 33**

### **MANAGEMENT RIGHTS**

**33.01.** Except as expressly modified or restricted by a specific provision of this Agreement, all of the inherent and statutory rights, powers, prerogatives, and authority the Company had prior to the execution of this Agreement are retained by the Company and remain exclusively within the rights of management.

**33.02.** The Union expressly recognizes that all rights not specifically limited by this Agreement are retained by the Company. Such rights, unless specifically limited by this Agreement, include the right of the Company to determine standards of productivity, the products to be produced, and the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to determine the types of products and extent of services which are performed at the Company's facilities or the facilities of other companies and to relocate work; to subcontract or contract out after advance notice to the Union and an opportunity for discussion; to expand, reduce, alter, combine, transfer, assign, or cease any job, job classification, department, operation, or service; to establish new jobs, change the content of existing jobs, and establish wage rates for new and changed jobs (except as limited by the provision New and Changed Jobs); to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to determine the number of employees to be employed and the necessity of filling a vacancy; to select and hire employees, determine their qualifications, and assign and direct their work; to determine the need to promote, demote, transfer, layoff, or recall of employees; to transfer employees from one place to another

(except as limited by the provisions Temporary Vacancies and Promotions and Transfers); to assign, supervise, and direct all working forces and to maintain discipline among them; to reprimand, suspend, discharge or otherwise discipline employees for just cause; to schedule hours of work; to use probationary employees and summer help (except as limited by the provision Employment Classifications); to issue, amend, revise, implement and enforce reasonable policies, work rules, disciplinary rules, regulations and practices after advance notice to the Union and an opportunity for discussion; to promote efficiency and economy, to sell any portion or all of its operations, to determine the extent to which its own or other facilities shall I used, to continue or discontinue all or part of its business or change, alter, or modify the nature of its business or its method of doing business; and generally to control and supervise the Company's operations and to exercise the other customary functions of management in carrying out its business, which are not in conflict with this Agreement.

**33.03.** This provision shall not be used by management contrary to the intent and terms of this Agreement nor to discriminate against any employee's rights under this Agreement.

## **Article 34**

### **UNION SECURITY/DUES CHECK-OFF**

**34.01.** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members and those who are not members on the effective date of this Agreement shall become and remain members of the Union. The foregoing provisions shall be effective in accordance and consistent with federal and state law. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, after the ninetieth (90th) day following the beginning of such employment, become and remain members of the Union. The above provision will be implemented to the extent permitted by state or federal law.

**34.02.** The Company shall deduct from the wages of each bargaining unit employee who has executed a valid and current authorization form, the regular initiation fees and regular dues levied by the Union in compliance with federal and state law. The deductions shall be made from each biweekly pay check and shall be remitted on a monthly basis to the designated Financial Secretary of the International Union, on or before the fifth (5th) day of the month following the deduction.

**34.03.** The Union shall comply with all obligations under federal and state law and adopt appropriate procedures for members and non-members with respect to union security and dues check-off. The Union shall indemnify, and hold the Company harmless against any and all legal claims or actions relating to the union security and dues check-off provisions of this Agreement

## **Article 35**

### **EMPLOYEE BENEFITS**

**35.01.** For the term of this Agreement, the Company will provide eligible bargaining unit employees the following benefits: medical insurance, life insurance, short-term disability, long-term disability, and a 401(k) plan. The terms and conditions of such benefits are described in the plan documents and summary plan descriptions for the applicable plans, which will be available for review in Human Resources. The specific provisions of the plans shall be controlling. No changes in the level(s) of benefits can be made without mutual agreement of the parties.

#### **35.02. Medical Benefits**

**35.02(a).** The Company agrees to pay 75% of the total premium with the employee paying 25% of the total premium. The medical benefits currently provided shall continue until the next plan year at the current level of contribution by the Company employees.

**35.02(b).** Each year of the Collective Bargaining Agreement, a committee of three (3) members from the Company and three (3) members from the Union will meet to discuss changes in Health Care costs and benefit levels. In addition, this committee will meet every six (6) months to review utilization reports. By mutual agreement of the parties a new Plan can be agreed to.

#### **35.03. Short-Term Disability (STD)**

The Company shall provide Short-Term Disability benefits for up to twelve (12) weeks per occurrence, after a seven (7) calendar day waiting period, provided the Plan's eligibility requirements are satisfied. The weekly benefit shall be \$340.00.

#### **35.04. Long-Term Disability (LTD).**

The Company shall provide Long-Term Disability benefits in the amount of 60% of the employee's Average Straight Time Hourly Rate ("ASTHR") x 40 = Weekly Benefit, provided the Plan's eligibility requirements are satisfied.

#### **35.05. Life Insurance**

The Company will provide life insurance coverage of \$50,000 per employee. The employee may choose to purchase, at the employee's cost additional life insurance coverage up to a maximum of three (3) times the employee's annual salary as provided under the plan.

#### **35.06. Accidental Death and Dismemberment**

The Company will provide accidental death and dismemberment insurance in an amount up to \$50,000 per employee beginning in benefit year 2006.

#### **35.07. 401-K**

The Company shall establish a 401(k) into which bargaining unit employees may contribute a portion of their wages. The 401(k) Plan administrator will be the USW 401(k) Benefit Fund currently located in Nashville, Tennessee. The Company will pay the administrative costs for this 401(k) Plan. The current match (100% up to 4% contribution) will continue for the first year of the contract. Beginning the second year of the contract ( January 19, 2017), the match will change to 100% of each employee's contribution, up to 5% of the employee's base earnings for each pay period in which the employee is eligible and participates in the 401(k) plan. *Keep in mind that an employee who elects to participate in After Tax Contribution, those funds do not qualify for the match.*

### **Article 36**

#### **WAGES**

**36.01.** Wage rates will be paid in accordance with the schedule set forth in Appendix C, except that the rate of pay for probationary employees shall be \$0.50 per hour less than the regular rate for the relevant classification.

**36.02.** On the effective date of this Agreement (January 19, 2016), wage rates will be as

follows: On the date of the first year of the Extended Contract (01/19/16), wage rates will be increased .35 cents per hour. On the date of the second year of the Extended Contract (01/19/17), wage rates will be increased .40 cents per hour. On the date of the third year of the Extended Contract (01/19/18), wage rates will be increased .50 cents per hour. ***\*The effective date of the wage increase will actually take place on the Monday of the week of January 19th.***

## **Article 37**

### **LICENSES**

**37.01. Commercial Drivers License (CDL).** If an employee obtains a job requiring a CDL, the Company will pay for the cost of the CDL. For those employees who work in a job requiring a CDL, the Company will pay for the cost of renewing the CDL, as long as the employee holds a job requiring a CDL.

**37.02. Other Mandatory Licenses.** For employees who work in other jobs in which the federal, state, or local government (or the Company) requires a license, the Company will pay for the cost of the license, as long as the employee holds such a job.

## **Article 38**

### **RATIFICATION. DURATION. TERMINATION**

If ratified, this Agreement shall remain in full force and effect from January 19, 2016 through January 19, 2019, and from year to year thereafter, unless terminated in accordance with the provisions outlined below.

1. In the event that either party desires to change any provision of this Agreement, it shall give written notice of such desire by Certified Mail to the other party not more than ninety (90) days or less than sixty (60) days in advance of January 19, 2016, and any anniversary date thereafter. The parties may, by mutual agreement meet to discuss issues prior to the (90) day period specified above.
2. The giving of notice, as provided above, shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching written

agreement prior to the anniversary date.

3. At any time after January 19,2016, or any anniversary date thereafter, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days.

All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach an agreement shall be continued.

4. If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this Agreement are automatically extended from month to month until either party notifies the other in writing, via certified mail, that they wish to terminate the Agreement.

IN WITNESS HEREOF, the Company and the Union have caused this Agreement to be executed.

\_\_\_\_\_  
Flambeau River Papers

\_\_\_\_\_  
United Steelworkers International Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### **Article 39**

#### **SUCCESSORSHIP LANGUAGE**

The Company agrees that if, during the life of the collective bargaining agreement (“Agreement”) which this successorship understanding is part of, any facility covered by this Agreement is sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Agreement and shall make the sale, transfer, or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of this Agreement until the expiration date and treating the affected employees of the Bargaining unit in accordance with the terms of the Agreement.



Provided all contractual agreements are honored regarding seniority, including provisions for layoff and recall (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit employees), it is understood that:

- (a) the purchaser will not be required to have the same number of employees in the applicable bargaining unit as the Company does at the time of the transaction,
- (b) that the applicable purchase agreement may permit the purchaser to make changes in the benefits programs required by this Agreement provided that all the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the Agreement,
- (c) that the following current properties and subcontracts are exempted from this Agreement;
  - 1. Wood Yard
  - 2. Pellet Plant
  - 3. Converting
  - 4. Bark & Knot Hauling
  - 5. Unloading BioMass & Portable Grinding
- (d) reference the letter of intent to organize the BioFuels.

It is agreed that the Company's obligations under this successorship language will be satisfied if the applicable purchase and sale agreement: (i) contains the terms required by the above paragraphs, and (ii) either (x) makes the Union a third party beneficiary to those terms; or (y) is supplemented by a contemporaneous agreement between the Union and purchaser effectuating those terms.

**APPENDIX A**  
**MEMORANDUM OF UNDERSTANDING**  
**REGARDING THE DISCIPLINE PROCESS**

The Company and USW Local 2-0455 ("Union") hereby agree to categorize discipline into four (4) groups: Attendance, Work Performance, Safety, and Serious Violations. This Memorandum of Understanding and Agreement is intended to categorize these areas of infractions to Mill Rules, Procedures, Policies and the current labor agreement into four (4) groups and to include the penalties associated with each group. It is understood and agreed to by the Parties that the itemized groups are not all inclusive. This MOU does not exclude the established Mill Rules and Regulations or Mill Policies and Procedures and will not restrict the Company's right to issue discipline as appropriate. As indicated in Groups I, II, and III, discipline will commence with a written reprimand and will become progressively severe with each additional offence. As indicated in Group IV, progressive discipline may not apply due to the severity of the offense.

The following groupings provide an example of the type of infractions and the attending penalties for each group:

**Group I (attendance)**

1. Failure to attend scheduled meetings,
2. Failure to be at the workstation at starting time,
3. Excessive absenteeism and or tardiness, written warning in file for 18 months
4. Failure to provide satisfactory reasons for absences and or tardiness,
5. Failure to provide at least two (2) hours notice before designated starting time of absence or delay in reporting to work at the time scheduled, (NO WORD absences WILL accelerate discipline to an additional level),
6. Failure to follow any other labor contract provision. Mill rule, regulation, or job requirement not specifically mentioned herein.

**Penalties for Group I Violations**

First Offense	Written Warning
Second Offense	One (1) Day Suspension
Third Offense	Three (3) Day Suspension and Final Warning
Fourth Offense	Termination

## **GROUP II (performance)**

1. Loitering and loafing during work hours,
2. Leaving assigned department or work areas during scheduled work-hours without permission,
3. Clocking violations
4. Stopping work before time specified for such purposes,
5. Creating or contributing to unsanitary conditions,
6. Posting or removal of notices, signs, or writing of any form on any bulletin board on company property without permission of management,
7. Posting or writing of any form on walls or other company property,
8. Neglect or mishandling of Mill equipment or any other supplies,
9. Performing unsatisfactory work by willfully or negligently producing defective products or performing unsatisfactory work,
10. Wasting supplies and materials,
11. Failing to meet established production standards
12. Using Mill supplies for personal reasons,
13. Leaving the premises during working hours without permission,
14. Violation of the no solicitation/no distribution rule,
15. Operating any machine, tool, or equipment, which is not assigned to the employee by a person with the qualifications and authority to make the assignment,
16. Instigating or participating in unauthorized gatherings or meetings on Mill property,
17. Gambling or conducting lotteries or other games of chance on company property,
18. Bring a camera into the mill or photographing anything on Mill property,
19. Parking in unauthorized or restricted locations on Mill property,
20. Having more than one garnishment within a twelve (12) month period,
21. Failing to notify the Human Resource Department of any address or telephone number changes,
22. Failure to follow any other labor contract provision, company rule, regulation, or job requirement not specifically mentioned herein.
23. Failure to follow a reasonable order by Supervisor

### **Penalties for Group II Violations**

First Offense	Written Warning
Second Offense	One (1) Day Suspension
Third Offense	Three (3) Day Suspension and Final Warning
Fourth Offense	Termination

## **GROUP III (safety)**

1. Failing to wear Personal Protective Equipment in accordance to Mill Policies and Procedures,
2. Failing to complete and pass required safety training,
3. Failing to wear clothing, jewelry, hair, etc, as required in the Mill Safety Policies,
5. Removing safeguards or failing to replace such items immediately without reporting the same,
6. Failing to report injury to appropriate management personnel,
7. Failing to make first report of injury to the Safety department, within 24 hours of injury.
8. Failing to report accident/damage to equipment, etc. within 24 hours of accident/damage
9. Failing any safety policies or procedures as outlined in the Mill Policies and Procedures,
10. Failure to follow any other labor contract provision, company rule, regulation, or job requirement not specifically mentioned herein.

### **Penalties for Group III Violations**

First Offense	Written Warning
Second Offense	One (1) Day Suspension
Third Offense	Three (3) Day Suspension and Final Warning
Fourth Offense	Termination

## **GROUP IV (serious offenses)**

1. Falsifying any Company records,
2. Giving false information regarding time, production, or work reports, or assisting others to do so in any way,
3. Using intoxicating liquids or narcotics of any kind on company property,
4. Gross Insubordination,
5. Sabotage,
6. Theft of any property,
7. Concerted or deliberate restriction of output (slowdown, delaying other employees' work, etc),
8. Reporting for work under the influence of any alcoholic beverage or illegal narcotic,
9. Improperly discussing or disclosing confidential material, such as new products,

formulas, processes, cost information, etc.

10. Refusal to accept any reasonable direct order by Supervisor,
11. Gross negligence of duty,
12. Willful or consistently careless destruction of company property,
13. Gross neglect or willful violation of Safety Rules,
14. Intentionally sleeping on duty,
15. Possessing firearms or other illegal weapon on company property,
16. Removing Company property or records from Mill without management permission,
17. Fighting or physically assaulting any person or acting with intent to inflict bodily injury to another employee,
18. Threatening, intimidating, coercing other employees,
19. Verbal harassment to or about another employee,
20. Violating Company's policies on Equal Employment Opportunity or Anti-Harassment,
21. Absence from work three (3) consecutive scheduled workdays without notifying management - NO WORD.
22. Failure to follow any other labor contract provision, company rule, regulation, or job requirement not specifically mentioned herein.
23. Using tobacco products on Company property
24. Failing to properly lockout/tag-out equipment as required,
25. Failing to review department specific procedures prior to instigating lockout/tag-out procedures or removal of "tag-outs" or lock-out devices except by the person who "tagged-out" or locked out equipment

**Penalties for Group IV Violations**

First Offense            Up to and including immediate termination

So Agreed:

\_\_\_\_\_  
Flambeau River Papers

\_\_\_\_\_  
United Steel Workers International Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX B

### WAGES

Wage Increase for the life of the CBA for all classifications as follows:

Effective Date of Ratification: 01/19/16 Rate 1st year of Extended Contract (01/19/16); .35 per hour 2nd year of Extended Contract (01/19/17); .40 per hour 3rd year of Extended Contract (01/19/18); .50 per hour. *Should hard economic times come upon us, the Company reserves the right to bring these rates back to the table for discussion.*

NOTE: The wage table and the reflective increases are from the date of ratification with Flambeau River Papers, LLC, which is January 19, 2016.

Department Name	Classification	Current Rate
Paper Machines 1 & 2 and Paper	Machine Tender #1	\$24.23
	Machine Tender #2	\$24.23
	Machine Tender #3	\$24.78
	Backtender #1	\$22.46
	Backtender #2	\$22.46
	Backtender #3	\$22.77
	3rd Hand #1	\$21.03
	3rd Hand #2	\$21.03
	3rd Hand #3	\$21.85
	4th Hand #1	\$18.40
	4th Hand #2	\$18.40
	4th Hand #3	\$18.90
	5th Hand #3	\$18.15
		Paper Machine Utility
Quality	Paper Tester	\$21.40
Color/Chem Prep/Stock Prep	Color Tech	\$24.23
	Wet End Utility/Color Step Up	\$21.79
	Deink Fiber Furnisher (Operator)	\$21.30
	Pulper Operator (Morden)	\$20.90
	Raw Materials Trucker	\$19.40

Utilities	Lead Utility Operator	\$24.23
	Aux Utility Operator	\$22.46
	Utilities Rover	\$21.79
	Loader Operator	\$20.78
	Utilities Reserve (Working Toward CDL \$18.90)	\$19.40
	Utility Service Technician)	\$21.44
WWTP (Waste Water Treatment	WWTP Operator	\$22.46
	WWTP Operator Trainee (New)	
Pulp Mill	Lead Pulp Mill Operator	\$4.23
	Pulp Mill Operator	\$21.80
	Pulp Mill Set Up Operator	\$21.15
	Pulp Mill Reserve	\$19.40
	Pulp Mill Utility	\$18.40
	Liquor Loaders	\$20.81
Maintenance	Lead Electrical & Instrument	\$24.67
	Electrical & Instrument	\$26.02
	E&I Technician (Shift)	\$23.54
	E&I Technician (Days)	\$23.54
	Lead Mechanical Technician	\$24.67
	Mechanical Technician (Shift)	\$23.54
	Mechanical Technician (Days)	\$23.54
	Maintenance Trainee/Apprentice	\$21.42
Receiving	Unloader	\$19.56
	Spare	\$19.56
Sheet Processing	Rewinder Operator	\$19.40
Roll Wrap/Shipping	Loader	\$19.91
	Roll Bench Trucker	\$19.16
	Roll Wrap Operator	\$18.66
	Roll Wrap Assistant	\$17.66
Area Relief	Reserve (Relief Worker)	\$16.40

Millions of \$ Profit before Tax								
\$2.5	\$3.0	\$3.5	\$4.0	\$4.5	\$5.0	\$6.0	\$7.0	Profit
\$0.25	\$0.30	\$0.35	\$0.45	\$0.50	\$0.60	\$0.70	\$0.80	Rate per hour for bonus calculation
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$572	\$686	\$801	\$1,030	\$1,144	\$1,373	\$1,602	\$1,830	Average annual pretax bonus check

**\*Income numbers exclude extra ordinary income.**

Bonus Check based on maximum of 2,288 hours / year.

Distribution of Profit Sharing will occur after final audit is completed which usually takes place in March.

Employees who have not worked the entire year, distribution of Profit Share will be based on actual hours worked. Accumulation of missing 30 (thirty) working days or more would result in distribution of Profit Share being based on actual hours worked.

Employees on Workers Compensation over 90 days, distribution of Profit Share will be based on actual hours worked.

Employees who have been terminated, either voluntarily or involuntarily will not receive Profit Sharing distribution.



## APPENDIX C STRUCTURE

<b>Area: Paper Manufacturing</b>			
<b>Departments:</b>	<b>Line of Progression Classifications</b>	<b>Non-Line of Progression</b>	<b>Crew Leader Classification</b>
<b>Color/Chem Prep Stock Prep</b>	Color Tech Machine 3 Color Tech Machines 1 & 2 Wet End Util/Color Set-Up De-ink Pulper Operator Morden Pulper Operator Raw Materials Trucker/Spare		
<b>#1 Paper Machine</b>	Machine Tender Backtender 3 <sup>rd</sup> Hand 4 <sup>th</sup> Hand		
<b>#2 Paper Machine</b>	Machine Tender Backtender 3 <sup>rd</sup> Hand 4 <sup>th</sup> Hand		
<b>#3 Paper Machine</b>	Machine Tender Backtender 3 <sup>rd</sup> Hand 4 <sup>th</sup> Hand	Utility and 5 <sup>th</sup> Hand	
<b>Quality</b>		Paper Tester	
<b>Receiving</b>	Unloader Spare		

<b>Area: Finishing</b>			
<b>Departments:</b>	<b>Line of Progression Classifications</b>	<b>Non-Line of Progression</b>	<b>Crew Leader Classification</b>

<b>Sheet Processing</b>		Rewinder Operator	
<b>Roll Wrap/Shipping</b>	Loader Roll Bench Trucker Roll Wrap Operator Roll Wrap Assistant		

<b>Area: Pulp Mill</b>			
<b>Departments:</b>	<b>Line of Progression Classifications</b>	<b>Non-Line of Progression</b>	<b>Crew Leader Classification</b>
<b>Pulp Mill</b>	Pulp Mill Operator Set-Up Pulp Mill Operator Pulp Mill Reserve Pulp Mill Utility	Liquor Loader	Lead Pulp Mill Operator

<b>Area: Utilities</b>			
<b>Departments:</b>	<b>Line of Progression Classifications</b>	<b>Non-Line of Progression</b>	<b>Crew Leader Classification</b>
<b>Utilities</b>	Head Utility Operator Auxiliary Utilities Operator Rover Loader Operator Utilities Reserve	Utilities Service Tech.	
<b>WWTP</b>	WWTP Operator WWTP Operator Trainee		

<b>Area: Maintenance</b>			
<b>Departments:</b>	<b>Line of Progression Classifications</b>	<b>Non-Line of Progression</b>	<b>Crew Leader Classification</b>
<b>Mechanical Maintenance</b>		Mechanical Technician	Crew Lead Mech.

<b>E &amp; I Maintenance</b>		E & I Specialist E & I Technician	Crew Lead E & I
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<b>Area: Area Relief</b>		
<b>Departments:</b>	<b>Service Departments</b>	<b>Non-Line of Progression</b>
<b>Area Relief</b>	Paper Machine Stock Prep Finishing Rewinder Roll Wrap Shipping Receiving	Area Relief Worker

## APPENDIX D

### PROTECTED/UNPROTECTED/PARTIALLY PROTECTED JOBS

Job Classifications Protected/Unprotected/Partially Protected From Outside Department  
Seniority Bumping in the Event of a Forced Reduction

AREA	DEPARTMENT	Protected Job Classifications	Unprotected Job Classifications	Partially Protected Job Classifications
<b>Utilities</b>	<b>Utilities</b>	Lead Utility Operator Aux. Utility Operator Rover Loader Operator	Utilities Service Technician (1)	
			Utilities Reserve (4)	
	<b>WWTP</b>	WWTP Operator WWTP Operator Trainee		
<b>Paper Manufacturing</b>	<b>Paper Machines #1, #2 &amp; #3</b>	Machine Tender Backtender 3 <sup>rd</sup> Hand	4 <sup>th</sup> Hand (12) 5 <sup>th</sup> Hand (4) Utility (4)	
	<b>Quality</b>	Paper Tester Paper Tester Trainee		
	<b>Receiving</b>			Unloaders (2 of 4)
	<b>Color/Chem Prep Stock Prep</b>	Color Technician Machines 1-2-3 Wet End Util/Color Set-Up Lead De-Ink Operator De-Ink Pulper Operator	Shift Raw Materials Trucker (4)	Morden Pulper Operator (2 of 4)
<b>Finishing</b>	<b>Sheet Processing</b>			Rewinder Operator (2 of 4)

	<b>Roll Wrap Shipping</b>	Roll Wrap Operator Loader Roll Bench Trucker	Roll Wrap Assistant (10)	
<b>Pulp Mill</b>	<b>Pulp Mill</b>	Lead Pulp Mill Operator Pulp Mill Operator	Pulp Mill Reserve (4) Pulp Mill Utility (4)	Liquor Loader (1 of 3)
		Set-Up Pulp Mill Operator		
<b>Maintenance</b>	<b>Mechanical Maintenance</b>	Crew Leader Mechanical Mechanical Technician		
	<b>E &amp; I Maintenance</b>	Crew Leader E & I E & I Specialist E & I Technician		

**APPENDIX E**

**MEMORADUM OF UNDERSTANDING REGARDING CERTAIN JOB RATES**

Within nine (9) to twelve (12) months after ratification of this Collective Bargaining Agreement, the Company will meet with the Union and review and discuss the rates of jobs paying less than \$16.00 per hour.

So Agreed:

*Signatures are on the signed and executed copies!*

\_\_\_\_\_  
Flambeau River Papers

\_\_\_\_\_  
United Steel Workers International Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX F**  
**PROTECTION OF SENIORITY FOR**  
**PROMOTION AGREEMENT**

Bargaining Unit Team Member who accepts a promotion to a supervisory position will have 60 days during which they may return to their former position in the bargaining unit with all rights and seniority.

So Agreed:

*Signatures are on the signed and executed copies!*

\_\_\_\_\_  
Flambeau River Papers

\_\_\_\_\_  
United Steel Workers International Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G**  
**12-HOUR AGREEMENT BETWEEN**  
**FLAMBEAU RIVER PAPERS, LLC AND THE**  
**UNITED STEELWORKERS LOCAL 2-0445**

**12-Hour Work Schedule Agreement**

1. This agreement shall be a trial for the calendar year of 2008. The agreement will be continuous thereafter and may be canceled by either party if mutually agreed upon by both parties.
2. The twelve-hour shift hours will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. Any deviation to these times shall be pre-approved on a department-by-department basis. This will define the twenty-four hour day and a week is defined as the period of seven calendar days beginning at 6:30 a.m. Monday.
3. There will continue to be four shifts called (A, B, C & D).
4. Penalty payments will not be incurred as a result of initial implementation or the discontinuance of the twelve-hour shift schedule.
5. It is understood by both parties that if problems arise, the Union and Company will discuss the issue and make every effort to reach a satisfactory solution. It is agreed that if any of the following issues arise, the 12-hour shift system will be considered unsuccessful:
  - A. Employees forced to work over 18 hours to staff vacancies.
  - B. Mill has to shut down for lack of qualified personnel during scheduled shifts.
  - C. Attendance at crew and safety meetings deteriorates.
  - D. Abnormal dissidence because of the new schedule.
  - E. Inability to staff projects like wire changes.
6. This 12-hour shift is put in place in the spirit and philosophy that there is no appreciable operating cost differential for either party between the current 8-hour work schedule and the proposed 12-hour work schedule.
7. This 12-hour work schedule will not decrease efficiency of the operation and safety will not be adversely affected.
8. It is clearly understood by both parties that continuous operations of required equipment, as well as down time, is a necessity and therefore a replacement plan must be implemented to fill jobs as required. This plan will rely on replacements coming from either move-up of available employees or from employees on their



scheduled days off. Both parties should clearly understand that employees will be scheduled to work on their days off if qualified employees aren't available through an established call list.

9. Each department will decide on a department-by-department basis as a simple majority. For all departments choosing to remain on the current shifts this agreement shall have no bearing. The individual voting groups shall be: 1) Utilities, 2) Pulp Mill, 3) Wastewater Treatment Plant, 4) Finishing/Roll Wrap, 5) Paper Machines/ Color Techs/ Stock Prep/ Deink/ Quality/ Receiving, 5) E&I Maintenance, 6) Mechanical Maintenance. On a calendar year basis the voting groups may elect to return to the 8-hour schedule on a voting group by voting group basis.
10. The 12-hour schedule will be a 4 on 4 off shift (two day shifts, two night shifts and four days off) running concurrently. The shift will be synchronized with the current shift used by Utilities and WWTP. The Mechanical Maintenance department will be able to remain on their current 12-hour schedule.
11. Any positions currently on an 8-hour day shift shall remain on the current shift unless job movement places them in a 12-hour department. For such employees this agreement shall have no bearing. This will include but not be limited to: Liquor loader, Day-man in Utilities, The Yard Crew, Day Maintenance Mechanical/E&I, Janitors.
12. Except as defined in this 12-hour agreement, the terms and conditions for the existing collective bargaining agreement remain unchanged.

The following applications to Labor Agreement clauses are to be in effect during the 12-hour schedule agreement:

1. For this agreement to remain cost neutral we agree to reduce the January 2008 annual increase by \$0.16/hour and eliminate shift differentials for employees on 12-hour shifts. This will establish a compressed rate for all hours of work on 12-hour shifts. Day shift workers who fill in for shift workers shall receive their Contractual base rate and standard shift differential.
2. Unscheduled and scheduled absences (Jury Duty, Vacation, Necessary Absence)  
Method of Filling:
  - a. Shift move-up.
  - b. Use volunteer call list.

- i. The sign up will be by department filled by seniority for qualified individuals.
3. Personal Days & Incremental Vacation Days
  - a. Personal Days& Incremental Vacation Days will only be allowed when there is availability to move-up on shift, or when relief help is found via a willing partner on his/her day off or by use of the existing extra overtime list. (Same as #2 above)
  - b. Personal Days – Method of Filling:
    - i. Shift move-up.
    - ii. Partner on second or third days off voluntarily agrees to work.
    - iii. Partners on first or fourth days off voluntarily agree to work. This cannot conflict with this employee’s previous schedule.
  - c. Incremental Vacation Days shall be paid at 10 hours per day on the 12-hour schedule and use up 10 hours of vacation per scheduled day resulting in four incremental days of vacation for one week of vacation.
4. For 12-hour shift workers, overtime shall be paid for all hours outside of their regular schedule, daily overtime for all hours in excess of twelve consecutive hours (except for traded hours), and any hours in excess of 40 hours per week, but not for more than one of these conditions.
5. Holiday pay shall be according to the contract modification related to holiday pay. Eligible employees will be paid 8 hours holiday pay for all of the nine scheduled holidays at their base rate of pay. Eligible employees will receive holiday pay if a holiday falls during a scheduled vacation. For the 2 personal holidays an employee who has appropriately scheduled the day off will receive his/her regularly scheduled number of hours paid at the employee's classification rate of pay.
6. In the event of a long-term layoff, bumping cannot occur with less than 12 hours off between shifts.
7. It is expected for scheduled wire changes on the #1 Paper Machine that the two crews who are on their last two days off will be scheduled for the work. Additional help may be obtained from the volunteer call list. For scheduled wire changes on the #2 and #3 Paper Machines the crew that is on their 3rd day off will be scheduled for the work. For unscheduled wire changes the volunteer call list will be used to find adequate staff for a safe change. If an employee is scheduled to work a wire change and can find their own qualified relief they may do so. Employees on vacation will not be scheduled for maintenance work.
8. Employees will not be permitted to work any hours while on a scheduled vacation.

For Flambeau River Papers, LLC:

For the United Steelworkers International  
Union:

*Signatures are on the signed and executed copies!*

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Chief Operations Officer

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International Representative

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Vice President of Operations

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President, USW Local 2-0445

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Human Resources Manager

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Vice President, USW Local 2-0445

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Recording Secretary, USW Local 2-0445

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Financial Secretary, USW Local 2-0445

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Negotiating Committee

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Date

## APPENDIX H

### Labor Contract Addendum

#### Regarding: Overtime Pay for Hours in Excess of Schedule Flambeau River Papers, LLC and the United Steelworkers

Flambeau River Papers, LLC, after numerous discussions with the Union Leadership will make overtime payable to all day shift departments for any hours worked in excess of schedule regardless of the general overtime excess of 40 hours rule (Labor Agreement 19.01). This overtime will be paid for staying late on an extended shift and getting called in off of shift. These overtime hours will not be compounded in the calculation of overtime. This overtime allowance will not be given for changing schedules from days to shifts.

In order to make this change, the provision in the Labor Agreement of 17.06 will no longer be available. No shift differentials will be given to day shift departments.

After discussion by both parties, if mutually agreed upon, this agreement and all of its implications may be suspended. In such case, overtime will revert to the general overtime excess of 40 hours rule and the shift differential will return.

For Flambeau River Papers, LLC:

For the United Steelworkers International  
Union:

*Signatures are on the signed and executed copies!*

\_\_\_\_\_  
Chief Operations Officer

\_\_\_\_\_  
International Representative

\_\_\_\_\_  
Vice President of Operations

\_\_\_\_\_  
President, USW Local 2-0445

\_\_\_\_\_  
Human Resources Manager

\_\_\_\_\_  
Vice President, USW Local 2-0445

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Recording Secretary, USW Local 2-0445

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Financial Secretary, USW Local 2-0445

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Negotiating Committee

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Date

