

**Sappi  
Westbrook**

**Labor Agreement**

**Between**

**Sappi North America, Inc.  
Westbrook, Maine**

**And the Joint Bargaining Representatives of the:**

**International Assoc. of Machinists and Aerospace Workers  
AFL-CIO, Lodge 2287**

**International Brotherhood of Electrical Workers  
AFL-CIO, Local 2233**

**Firemen & Oilers Local 3 SEIU**

**July 1, 2019 to June 30, 2022**

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# LABOR AGREEMENT

## ARTICLE 1

### Parties - Recognition

This Agreement is entered into as of the 7th day of July, 1967, by and between **Sappi North America, Inc.**, located at Westbrook, Maine herein after called the “Company” and International Association of Machinists, AFL-CIO Lodge 2287; International Brotherhood of Electrical Workers, AFL-CIO Local 2233; and Firemen and Oilers Local 3 SEIU, as joint representatives, hereinafter referred to as the “Union”. The Company hereby recognizes the Union as the exclusive bargaining agent as to wages, hours and conditions of employment from time to time included in the unit for which it was certified by the National Labor Relations Board in Case 1-RC-7215.

It is expressly agreed, however, that the recognition accorded the Union hereunder is limited to such employees and shall in no way restrict or determine the Company’s right to determine the nature or extent of work to be assigned to such employees, nor to create or recognize in such employees any right, express or implied in any work except when, and so long as, the same has in fact been assigned to them by the Company, nor shall any rights or privileges created by this Agreement be deemed to exist outside of the Bargaining unit covered hereby, nor beyond the term of this Agreement.

## ARTICLE 2

### Period

This Agreement shall be in effect from **July 1, 2019 to June 30, 2022** and from year to year thereafter, unless either the company or the union shall give to the other written notice of intention to terminate or amend the Agreement at least sixty (60) days prior to **June 30, 2022** or any subsequent June 30th. If such a written notice of intention to amend or terminate the Agreement shall be given, and the parties shall fail to agree on a mutually satisfactory revision or renewal of the Agreement, either party may give notice to the other party of intent to terminate the Agreement in not less than ten (10) days. All the provisions

of the Agreement shall remain in full force and effect until the specified time has lapsed. During the period, attempts to reach an agreement shall be continued and there shall be no strikes or lockouts.

### **ARTICLE 3**

#### **Jurisdiction**

It is agreed that the Company will not be asked to act upon any questions regarding jurisdiction between the Unions signatory to contracts with the Company, and that any such disputes will be settled by the Unions without interference with the efficiency or continuity of plant operations.

### **ARTICLE 4**

#### **Union Membership - Rights of Employees**

**Section 1.** All employees in the bargaining unit who are members in good standing on the effective date of this Agreement shall, as a condition of continued employment with the Company, maintain membership in the Union to the extent of current monthly dues and initiation fees, if any commencing on the thirty-first (31) day following the effective date of this agreement.

**Section 2.** Any employee hired on or after the effective date of the Agreement shall become a member of the Union thirty (30) days after the date of employment. Further, for purposes of benefits all such new employees will become eligible for participation in mill insurance and benefit programs thirty (30) days after the date of employment.

All such new employees will be considered as probationary employees and thereafter subject to termination of employment without recourse to this agreement for a period of one hundred twenty (120) days from the date of hire.

All such employees, as a condition of continued employment shall maintain membership in the Union to the extent of current monthly dues and initiation fees, if any.

**Section 3.** Neither the Company nor the Union shall discriminate against any employee because of Age, Sex, Race, Religion, Color, National origin, Handicap, Disabled Veteran, Veterans of the Vietnam era, nor because of membership or non-membership in the Union. All references to employees in this Agreement shall be deemed to apply to both male and female employees, regardless of gender. The company and unions also agree to comply with the provisions of the American Disabilities Act.

**Section 4.** The Company agrees to honor authorizations for payroll deductions of Union dues for those employees who voluntarily execute such authorizations of forms provided by the appropriate union.

**Section 5.** In instances where the Unions are acting with the Company in the selection of hourly maintenance employees, the company shall defend (including costs) any disputes arising from this hiring process.

## ARTICLE 5

### Management Prerogatives

The Company reserves the sole and exclusive right, subject only to such limitations thereon as are expressly set forth in this Agreement, but not otherwise during the term hereof subject to negotiation, or to grievance or arbitration hereunder, to determine the nature and extent of work to be assigned to such employees as are included in the unit covered by this Agreement, the direction of the working forces, the right to hire, promote or transfer such employees and the right to discipline or discharge for cause reasonably deemed by it to be proper, the right to determine the methods and standards of quality and the quantity of the work to be performed, the right to implement an electronic **time management** system (TMS), the right to establish and modify from time to time Company Policies and Mill Rules applicable to such employees, and the right to determine the sources of applicants for employment, whether by hire or transfer, in the unit covered by this Agreement, and the qualifications and competence of its employees.

The Company's right to make work assignments involving deliberate crossing of craft lines shall be subject to the limitations

set forth in the Work Effectiveness Agreement contained herein.  
(Ref. Art. 12)

## **ARTICLE 6**

### **Interruption of Work**

**Section 1.** The Union agrees that neither it nor any of its agents will individually, collectively, concertedly, or in any manner whatsoever engage in, incite, or participate either directly or indirectly in any strike, sit-down, stay-in, slowdown, work stoppage, withholding of production or other interference with production of work, or resort for relief to any form of self help or other direct or indirect action during the term of this Agreement, and the Company agrees that during the term of this Agreement, it will not lock out any of the employees covered by this agreement.

**Section 2.** The Company retains the right to discharge or otherwise discipline employees in the bargaining unit who engage in, give direction, either negatively or positively, or are in any manner responsible for a violation of Section 1 of this Article. The Company shall have the right to discipline all or any participants or to refrain from taking such disciplinary action, and to administer different penalties to employees for a violation of Section 1 of this Article.

## **ARTICLE 7**

### **Company Policies and Mill Rules**

#### **Section 1. Mill Rules**

##### **I. Notification of Absence**

In the absence of notification to the contrary, it is presumed that an employee will be at their appointed post when their work period begins.

When an employee is, for any reason, unable to work at their regularly designated, or scheduled time, they must so notify the department, at least two (2) hours before commencement of their regular or scheduled tour of duty; otherwise they will be considered unreported.

This provision applies to those cases when it is apparent that the employee knew in advance that they would be unable to work. The First Line Supervisor/Shift Coordinator must rely on their knowledge of the habits of the employee to distinguish between this type of absence and the unexpected absence or tardiness due to unforeseen occurrences such as sudden illness, oversleeping, transportation difficulties and the like, where it is not possible to meet the two-hour requirement.

Before returning to work after an absence, tour employees must notify their Supervisor or Planner at least six (6) hours before reporting time. Failure to give this notice will require that the employee be sent home for that tour. In all cases of unreported absence, the employee must report to the Department Manager, or their designated representative, before they are allowed to return to work.

When an employee has been absent for three (3) consecutive days without justifiable excuse, this fact must be reported to the Department Manager, who may ask for separation from the payroll.

## **2. Absence Due to Sickness or Injury**

Any employee who is absent from work for a period long enough to establish eligibility for sickness and accident benefits, due to sickness or injury of any nature, may be required to submit to a physical examination by the Company physician before returning to work.

When an employee returns to work after an absence of one (1) week or more due to sickness or a non-industrial accident, they must report to the Medical Department with a satisfactory doctor's certificate. The Medical Department will give them a return-to-work permit which they must present to their Department Manager or a designated representative.

## **3. Accidents**

Industrial Accidents. In every case where an employee has a work place injury, however slight, they must report it immediately to the First Line Supervisor/Shift Coordinator, and report to the Mill Medical Service to receive initial treatment. It is understood that there may be instances of serious injury necessitating that the employee report directly to the Mill Medical Department for immediate treatment.

Employees returning to work after an absence due to an industrial accident will report to the Medical Department for examination. If the Medical Department decides that the employee is in condition to return to work, the employee will be given a notice to that effect to present to the First Line Supervisor/Shift Coordinator.

In the event that an employee is out of the work place due to an extended illness or injury, they will be held on paper in the classification that they originally held at the start of their absence for a period of two (2) years, as set forth in Article 13 (Section 4. a. 7). Any extension will be based on Medical evidence and periodic review by Human Resources, and the respective Union President. If the absent employee's position/job is affected by a regression, transfer or promotion, the employee will be contacted to be given the same choices they would have had if they had been working in that classification up to the two (2) year period.

#### **4. Change of Address & Telephone**

It will be the responsibility of each employee to notify their immediate First Line Supervisor/Shift Coordinator in writing and dated of any change of address or telephone number. (Ref. Form A.)

#### **5. Causes for Discharge**

In any organization, certain rules of conduct must be observed by the members for the good of all. Violations of prescribed rules are cause for disciplinary action of varying degrees of severity. Violations of the following rules are considered causes for discharge. Discharge shall be for just cause:

- a) Bringing intoxicants into the Mill or consuming them on mill property;
- b) Reporting for duty under the influence of liquor or narcotics;
- c) Destruction, removal, or improper use of Company property;
- d) Dishonesty;
- e) Disobedience;
- f) Neglect of duty;

- g) Disorderly conduct;
- h) Deliberate waste of Company time and/or material;
- i) Leaving the mill during working hours except by permission of the First Line Supervisor/Shift Coordinator;
- j) Violation of certain safety rules specifically noted in the Mill Safety Rules;
- k) Incarceration of more than thirty (30) days for any reason. (Employee incarcerated from 3 to 30 days will be required to sign and adhere to a rehabilitation agreement as a condition of continued employment. This will also be signed by the union and management representatives. Employees will forfeit vacation and be paid in lieu of time off for each week incarcerated.)
- l) Giving or taking a bribe of any form to obtain work, retain a position, or to obtain any preferential treatment whatsoever.
- m) Clocking another employee's card or allowing another employee to clock your card.

## **6. Causes for Discharge after Appropriate Warning**

Just cause shall be considered in the event an employee is discharged as a result of violating the provisions of this section:

- a) Reading unauthorized material while on duty;
- b) Repeated failure to report for duty without good and sufficient reason;
- c) Failure to report injuries to First Line Supervisor/Shift Coordinator, and when so instructed, to Medical Department;
- d) Habitual lateness in reporting for work;
- e) Failure to wear and/or use prescribed protective clothing, devices or equipment;
- f) Failure to work in a safe manner.
- g) Insubordination/Disrespect
- h) Sleeping on duty

- i) **Any violation of Article 7, Section 2, 3.**

## **7. Doctor's Certificate**

A doctor's certificate to be considered satisfactory must show the following:

- a) Name of patient;
- b) Date of issue;
- c) Cause of disability and specific restrictions, if any;
- d) Length of time under treatment;
- e) Time when employee will be able to resume normal duties;
- f) Doctor's signature.

## **8. Fire Department**

Members of the Mechanical Bargaining Unit who are First Responders are released from normal duties to participate in CODE 7 emergencies.

## **9. Individual Responsibility**

Safe working conditions, quality of product, and appearance of the Mill, are all dependent on cleanliness, proper maintenance of tools and equipment and absence of clutter and disorder. Everything in and about the Mill shall be kept clean and in good order. Each employee is expected to cooperate in keeping their part of the Mill clean and orderly. The First Line Supervisor/Shift Coordinator is expected to see that their people are aware of these facts, that they are properly instructed, and that the instructions are properly carried out.

## **10. Personal Business**

Employees are not permitted to leave the Mill during a scheduled work period to attend to personal business, including visiting the Credit Union, or the bank to cash pay checks.

In case of emergency, the First Line Supervisor/Shift Coordinator may permit a short absence to transact personal business, provided such absence does not unfavorably affect the operation of the job. Any employee leaving the site for personal business will be off the clock.

## 11. Attendance Control

Introduction: The first objective of the attendance control procedure is to allow an employee to improve his/her performance. However, for those that fail to do so, the procedure will initiate a progressive disciplinary procedure that ultimately leads to discharge if no improvement occurs.

Any employee who has been previously given official warning(s) for excessive absenteeism may be required to provide a doctor's certificate justifying the absence from work regardless of the duration of the absence.

The following standards and procedure represent the parties' effort to lay out clear expectations for attendance and the consequences associated with a violation to those standards. As part of good communication and management practice, the company reserves the right to counsel any employee relative to his/her absenteeism regardless of whether the employee has tripped the standard for disciplinary action.

Following are steps of the Attendance Control Progressive Disciplinary Procedure: For purposes of this procedure an incident is defined as one or more consecutive days absent. A union representative will be present at all disciplinary steps below.

### 1.0 Progressive Discipline Procedure

If an employee incurs four (4) or more incidents within any running 12 month period of time, the following progressive discipline procedure is to be followed:

- 1.1 When an employee receives four (4) incidents within a 12 month time period, the First Line Supervisor/Shift Coordinator will issue a verbal warning to the employee. At this time, the First Line Supervisor/Shift Coordinator will establish an action plan with the employee to improve the employee's attendance problem.
- 1.2 When an employee receives five (5) incidents within any 12 month period, the First Line Supervisor/Shift Coordinator, after investigation, will issue a written warning to the employee. The Employee's commitment

to his/her action plan for improvement will be reinforced and changes to the plan made, if needed.

- 1.3 When an employee receives six (6) incidents within any 12 month period will warrant a three day suspension. At this point the First Line Supervisor/Shift Coordinator will advise the employee that his/her job is in jeopardy due to excessive absenteeism and further absences cannot be tolerated.
- 1.4 If further incidents occur within any 12 month period of time, the First Line Supervisor/Shift Coordinator will meet with his/her superior and representative from Human Resources to review the employee's entire absentee record. Based on this review, the employee will be suspended or terminated, unless extenuating circumstances call for restraint.

2.0 In conjunction with the steps above, the following rules apply to the administration of the Attendance Control Procedure:

- 2.1 Regardless of the number of incidents an employee has accrued in a 12 month period, an employee who has a total of 10 days or more in any 12 month period may be subject to disciplinary action. The severity of discipline will be determined based on a number of considerations including but not limited to: the specific reasons for the absence; prior attendance record; the employee's acknowledgment of personal responsibility and cooperation explaining the reasons for the absence; and other pertinent information for management to make an informed decision regarding the need for discipline. If discipline occurs under this paragraph, the employee will be considered to be at the disciplinary step equal to the discipline s/he receives. Therefore, any further infractions will be cause to advance the employee to the next step in the Attendance Control Procedure.

- 2.2 Employees calling out on account of “illness” or “sick” or other health related reasons must call in each day of absence for the first week of absence. Thereafter, s/he must keep the company informed on a periodic basis of his/her status. If the employee is absent for one week or more, before returning to work s/he must report to the Medical Department with a satisfactory doctor’s certificate. S/he will then be issued a return to work slip by the Medical Department. Failure to comply with this paragraph will result in disciplinary action in accordance with the steps of the procedure.
- 2.3 Employees calling out on account of “personal business” or other non-health related reasons must call and report their absence each day. Failure to comply with this paragraph will result in disciplinary action in accordance with the steps of the procedure.
- 2.4 An unreported absence may be cause for immediate discipline at the suspension level (step 1.3 of the procedure).
- 2.5 Three (3) tardiness reports equals one incident.
- 2.6 Any employee having to leave work unexpectedly during his/her shift more than twice in a twelve month period, will have the third counted as an incident in the attendance control procedure.
- 2.7 Employees may occasionally have to leave the workplace at the beginning or end of their shift. Such requests may be approved at the first line supervisor’s discretion and, if approved, will not constitute a chargeable incident. Such requests must be made in advance. These requests must be made by completing the early out request form and will be limited to four (4) per year.
- 2.8 Employees who have worked more than seventeen (17) consecutive hours and report out for their next scheduled shift will not be charged an incident provided the time from when they

last worked until their next scheduled shift is less than eight (8) hours.

- 2.9 Employees who have been held over on overtime or have been called into the mill and work such that the length of time between the time they complete their work and their next scheduled shift is less than seven (7) hours will not be charged an “incident” if they report out for the next scheduled shift.
- 2.10 Management reserves the right to excuse and/or reclassify absences and incidents based on information and circumstances surrounding individual cases.
- 2.11 Excused absences are: funeral leave, jury duty, military leave of absence, maternity/paternity leave of absence, work injury, union business, disciplinary layoff, court required absence supported by an official summons, swapped shifts when authorized in advance by the employee’s supervisor, personal leave of absence approved in advance by the company; excused coverage when scheduled to work on the normal day off provided such is prearranged within a 24 hour notice and approved by management and any other absences deemed excusable by management.

## **12. Beards**

It is not the intent of the company to arbitrarily require employees to shave their beards. The beard policy is intended to allow an employee to put on a respirator and get a good seal, thus receiving effective respiratory protection in a potentially toxic atmosphere.

The company has and will continue to investigate new respirators and/or cartridges as they become available, provided they meet the company specifications, in an attempt to provide effective respiratory protection at this mill.

## **Section 2. Safety Policies**

- 1) **Safety Policy.** In order that all employees are governed by the same rules and regulations, certain Safety Rules have been adopted which, as a part of Mill Rules, must be followed. Violation of these Rules may be cause for discharge.
- 2) **Safety Rules.** Mill Safety Rules as determined by the Company to be required to provide a safe, healthy work place and/or as required to comply with Federal, State and Local Statutes are electronically available to all employees. As major safety policies are revised or developed, the Union representative will be advised in person, in advance of the changes.
- 3) **Smoking: Smoking & Tobacco Use – Smoking, vaping and any use of electronic cigarettes or use of smokeless tobacco products including, but not limited to, chewing tobacco, oral tobacco, spit, or spitting tobacco, dip, chew, and snuff are not permitted on Company Property.**

## **ARTICLE 8**

### **Holiday-Hours of Work and Eligibility**

**Section 1.** The holiday pay for Maintenance Bargaining Unit employees who work eight (8) hour shifts will start at 12:00 midnight preceding the holiday and stop at 12:00 midnight at the end of the holiday. For twelve (12) hour shifts Maintenance Bargaining Unit employees, the holiday pay period will start at 5 a.m. on the day of the holiday and stop at 5 a.m. of the day after the holiday. With the exception of the December 24th holiday, any other holiday recognized in this Agreement which falls on a Sunday will be observed on the following Monday.

**Section 2.** The Company will have the right to operate December 24 and Christmas Day as regular operating days. The Company will not require an individual to work on a holiday if that individual seeks and provides a qualified volunteer with notification to the Department scheduler at least two (2) days prior to the holiday.

**Section 3.** New Year's Day, Washington's Birthday, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, December 24th and Christmas Day are paid holidays. All employees eligible under the Mill Rules shall receive a holiday allowance at straight time for each of these holidays.

**Section 4.** Time and one-half will be paid for all work performed by hourly paid employees on all designated holidays. Double time will be paid for all work performed on Independence Day, Labor Day, December 24th, and Christmas Day.

**Section 5. Holiday Eligibility Rules.** If a regular employee is scheduled not to work on any one of the designated days, no allowed time will be authorized unless the employee has worked the last scheduled day preceding and the first scheduled day following the holiday except in the following cases:

- a) The missing day or days are part of a duly scheduled vacation;
- b) The absentee is drawing Workers' Compensation;
- c) Special cases in which the superintendent has had proper notice giving reasons acceptable to him that scheduled days preceding and/or following the holiday will not be worked;
- d) The employee has been absent on account of sickness for a period of not more than ninety (90) days prior to the holiday (Employees on leave of absence are not eligible for holiday pay).

**Section 6. Probationary employees.** All probationary employees having completed the thirty (30) day benefit requirement are eligible for holiday benefits, provided they fulfill the requirements of Section 5 of this article.

**Section 7. Holiday Allowance.** The allowance for any recognized holiday will be eight (8) hours straight time pay. The eight (8) hour allowance, or the time actually worked on the holiday, whichever is the greater, will be credited toward weekly overtime in the payroll week in which the holiday occurs. Employees failing to report for scheduled holiday work will forfeit the holiday allowance unless properly excused in accordance with Section 2 of this Article.

## ARTICLE 9

### Vacations

**Section 1. Allowances.** The Company allows a maximum of six weeks' vacation each year. Allowance for each week of vacation will be 48 hours straight time pay. Vacation allowance shall not include shift premium.

Vacations actually taken off for a full payroll week, during January, February, March, and April shall be paid an allowance of fifty-six (56) straight time hours.

This special allowance will be for any vacation approved for a payroll week beginning in any of the above months.

### Section 2. Eligibility

- a) To become eligible for full vacation benefits, an employee must have accumulated at least 1440 credited work hours in the preceding calendar year, and be on the Company's payroll in the current year.
- b) Those employees with less than (1) year as of January 1, of any year, must accumulate 1440 credited work hours in their first anniversary year to be eligible for any vacation benefits in that year.
- c) Those employees with more than one (1) year of service as of January 1, of any year, who have accumulated less than 1440 credited work hours in the preceding calendar year will forfeit vacation benefits in the current year according to the following schedule:

Credited Work Hours	Forfeit
Between 1439 and 1200 inclusive	1 week
Between 1199 and 960 inclusive	2 weeks
Between 959 and 720 inclusive	3 weeks
Between 719 and 480 inclusive	4 weeks
Between 479 and 240 inclusive	5 weeks
239 or less	6 weeks

- d) Time lost for the following reasons will be considered as credited time worked for purposes of computing vacation benefits:
  - 1) Industrial Accident.
  - 2) Military Training (2 weeks annually).
  - 3) While collecting A & S benefits (39 weeks at 40 hours, maximum credit for one illness).
  - 4) Employee severed for less than one year and rehired.
- e) Employees severed more than one year and later rehired will be granted the number of weeks of vacation for which they were eligible at the time their service was severed. Service for eligibility for additional weeks of vacation will be based on **all years of service.**

### **Section 3. Amount**

- a) **Two weeks of** Vacation. Employees who have completed one full year of service will be granted **two** weeks of vacation upon the first anniversary of their employment date.
- b) **Three Weeks of** Vacation. Three weeks of vacation will be granted employees on the sixth anniversary of their employment date.
- c) **Four Weeks of** Vacation. Four weeks of vacation will be granted to employees on the twelfth anniversary of their employment date.
- d) **Five Weeks of** Vacation. Five weeks of vacation will be granted to employees on the eighteenth anniversary of their employment date.
- e) **Six Weeks of** Vacation. Six weeks of vacation will be granted to employees on the twenty-fifth anniversary of their employment date.

### **Section 4. Time of Taking.**

- a) Vacation leave may be requested at any time during the calendar year with the approval of the Department Manager. The Department Manager shall retain the right to determine vacation periods and to establish

the number of employees to be granted vacation leave, except that not more than two (2) consecutive weeks, shall be granted to an individual employee without the mutual consent of the Company and the Union, except that no vacation shall be allowed the week of the Annual Maintenance Shutdown. The week prior to the Annual Maintenance Shutdown no vacation shall be allowed in the Utilities Section. The week after the Annual Maintenance Shutdown no vacation shall be allowed in the Electrical Section and the Mechanical Section.

- b) The company will notify the union by March 15th of each year of its decision regarding the Annual Maintenance Shutdown.
- c) An employee laid off, pensioned, voluntarily quitting with proper notice, or entering the Armed Services, may at that time take any vacation to which s/he is entitled.
- d) The number of weeks' vacation allowed in any one year shall not be in excess of the number of weeks an employee is eligible for in a single year.
- e) In order to maintain work schedules, it will be necessary to have all vacations applied for prior to April 1st. Mechanical Department seniority, with the exception of the Utilities Section, will prevail in resolving conflicting requests submitted prior to April 1st. To the best of the company's ability, denied vacation cards will be returned to the employee the day they are denied. Vacation requests or changes in requests, submitted after this date will be considered and scheduled in the order received, subject to the provision of a) above.
- f) The Company will notify the Union by March 1st of each year of the number of employees by skills or crafts who may be scheduled for vacation at any one time during that year. Unforeseen circumstances may require later modification of such notice, in which event the Union will be promptly notified.

## **Section 5. Optional Vacation Allowance Payment.**

Any eligible employee may elect to be paid any and all of the vacation allowance to which s/he is entitled in that year as a lump sum payment. The payment will be made during the first week in February, subject to the following conditions:

- a) The request for such method of payment must be submitted to the Department Manager prior to January 15th of the year of vacation allowance eligibility.
- b) The request will be submitted on a form provided for this purpose by the Company and signed by the employee.
- c) Signed requests shall be irrevocable upon receipt by the Department Manager.
- d) The vacation allowance payment shall be subject to all applicable Federal & State tax deduction requirements.
- e) Should an employee receiving this payment later be entitled to an additional week's vacation allowance, as provided for in Article 9, Section 3, above, s/he shall, at that time, request and be eligible to receive payment for the appropriate additional week's allowance.
- f) Employees may utilize two (2) weeks of vacation to be taken as single days with the approval of the Department Manager.

As employees use one of these ten (10) days, payment shall be made at the employee's regular rate for 9.6 hours as allowed time. Each vacation day will be counted as eight (8) hours allowed time and credited towards weekly overtime. One day vacation cards will not bump week vacation cards.

**Section 6.** All hourly employees who are promoted to cover a vacancy created by the absence of a salaried employee, or another hourly employee, for a period exceeding twenty-eight (28) days, will be paid for any holidays or vacations taken within the period of their temporary promotion at whatever temporary wage rate they are then working. This method of holiday and vacation payment will also be applied for vacation

leave, starting immediately following the promoted period. The only exception to this will be in the event that an employee who has previously scheduled, but is denied, vacation leave during or immediately following the promoted period, and is asked by the Company to take the vacation leave, will be paid at the higher temporary rate, and the Department Manager will notify the Payroll Department of this situation.

## ARTICLE 10

### Overtime Pay - Premium Pay

Company policies on the payment of overtime to conform to Federal laws regulating such payment as outlined below:

**Section 1. Forty Hours per Week.** Overtime at time and one-half will be paid in all cases for work in excess of 40 hours in any work week. The work week starts at midnight Sunday and ends at midnight the following Sunday.

Twelve (12) hour shifts work week starts 5 a.m. Monday and ends the following Monday at 5 a.m.

**Section 2. Work in Excess of 8 Hours - Day Workers.** Hourly paid workers in all Sections of the Mechanical Department whose regular work day in any payroll day is scheduled between the hours of 6:00 a.m. and 6:00 p.m. will be paid time and one-half for work performed in excess of 8 hours in any payroll day. This premium pay period will remain in effect until the employee is released, except that the premium time will stop at the beginning of the employee's regular scheduled starting hours. If an employee is assigned to a job which is expected to go beyond his/her normal scheduled work day and the employee requests to be relieved, the First Line Supervisor/Shift Coordinator will make a reasonable attempt to find a qualified replacement within the work place.

For employees who have worked sixteen (16) consecutive hours and into their next regular shift, those remaining hours of the regular shift will be paid as allowed time and the employee will be allowed to go home.

Example: If an employee is called in at 8:00 P.M. And works sixteen (16) consecutive hours to 12:00 noon, they will be

allowed to go home and will be paid three (3) hours allowed time.

**Section 3. Work in Excess of 8 or 12 Hours, whichever is the normal shift - Tour Workers.**

A premium rate of time and one-half the straight time rate for the classification involved will be paid for all work in excess of eight/twelve (8/12) hours performed within the twenty-four (24) hour period, beginning at the start of a designated shift, for any time worked consecutively in excess of eight/twelve (8/12) hours, and for work performed on their regular scheduled day off, except that this provision will not apply:

- a) When work is caused by special agreements, approved by the First Line Supervisor/Shift Coordinator, between a tour worker and his/her mate to exchange tours, to double over, or split shifts for an employee's convenience.
- b) When more than eight/twelve (8/12) hours are worked in a twenty-four (24) hour period as the result of a regular shift rotation.
- c) Work performed on premium paid holidays.
- d) When a tour employee fails to complete his/her previously scheduled work week without proper excuse acceptable to the Company.

**Section 4. Sunday Work.** The Sunday Premium rate of two times (2x) the straight time rate will be for work performed between 12 midnight Saturday and 12 midnight Sunday. For twelve (12) hour shift workers, the Sunday Premium Rate of two (2x) the straight time rate will be paid for work performed between 6:00 a.m. Sunday and 6:00 a.m. Monday.

**Section 5.** Whenever two or more of the overtime or premium rates set forth above are applicable to the same hours of work, only one such rate, whichever is the highest, will be paid. The same hours of work may not be used in combination more than once to calculate hours worked in excess of eight (8) within a twenty-four (24) hour period. There shall be no pyramiding or duplicating of more than one of the three conditions stated in Section 1, 2 and 3 above, but when the amount computed under condition 2 or 3 is greater than that computed under condition 1, the greater amount will be paid.

## ARTICLE 11

### Schedules

- 1) Normal work hours for Day Maintenance Workers are 7:00 a.m. to 3:00 p.m. Normal work hours for Tour Maintenance Workers are 5:00 a.m. to 5:00 p.m. and 5:00 p.m. to 5:00 a.m. The Company reserves the right to establish differing work schedules and starting times due to varying operating conditions.
- 2) The Company agrees to notify the Union in advance of any changes on holidays.
- 3) A notice will be posted in the shops by 3:00 p.m. on Friday, providing the known scheduled jobs for the following week. Such notice shall be waived in emergency situations.
- 4) Staffing Special Shifts. The company will post and maintain a list in alphabetical order by craft. All new employees will be added to the list in the appropriate craft, and will be given **zero** actions. Should the need arise to staff a maintenance job at least twenty-four (24) hours; it will be considered a special shift consisting of two (2) twelve (12) hour shifts. (The intent is whenever possible to schedule 11:30 to 11:30.)
  - a) Employees will be assigned by low action from the list provided he or she is qualified. **(Excluding Tour Workers)**
  - b) The low action employee will receive choice of shift.
  - c) An employee will receive an action for each shift worked that is greater than 8 hours or each shift worked outside the regular day shift hours.
  - d) If a job goes through the weekend the crew will remain on the job.
  - e) After the employee has been assigned, he or she will be allowed a reasonable amount of time to find their own replacement provided the replacement is determined to be qualified.

- f) It is understood that this procedure will not be followed during a disaster (e.g. fire, flood), the annual shutdown and annual start-up, or when there is an adverse effect on other work to be done as mutually agreed to by the union and the company.
- g) The employee will receive the special shift premium provided for in Article 14, Section 2.
- h) Actions will not be zeroed. **Due to Craft Combination, actions will be zeroed one time.**

Notes:

- 1) The above applies to special shifts that the work starts between Monday 12:00a.m. and Thursday 12:00 p.m.
  - 2) Special shifts that start after Thursday 12:00 p.m. or on the weekend will be started using the weekend procedure, Appendix A, D All Weekend Work by Craft
- 5) No employee within the bargaining unit will be required to work more than sixteen (16) or eighteen (18) for a Maintenance Tour Worker consecutive hours without mutual agreement between the company and the employee.

## **ARTICLE 12**

### **Work Effectiveness**

**Preamble.** The Company and Union agree that to be competitive in a global market there has to be harmony and efficiency among all the company employees. To accomplish this, the Company and Union will make every effort to promote the general economic welfare of the Company and its Bargaining Unit employees, including the safety of such employees, economy of operation and protection of property. The Bargaining Unit will encourage its members to take a proactive role in projects, as long as the participation in projects is not detrimental to the

foundation which unions are built on and the continued rights of the union to protect its members are not compromised or relinquished.

In a cooperative spirit and recognizing that a continued increase in production, efficiency of operation and improvement in the quality and quantity of the products of the mill are essential to the successful and profitable operation of the company, the Union, the Employees and the Company agree to cooperate to the fullest extent possible in the attainment of these objectives. This includes participation in projects, such as, the current Cost of Quality (COQ) Projects to improve the economic value of our mill by improving customer satisfaction with lower cost and higher quality products.

**Introduction.** The purpose of work effectiveness is to allow individuals, groups of employees, and crews to work up to their full capabilities in operating and maintaining the mill.

The intent of this concept is not to downsize the work force. Therefore, the company commits and agrees to the principle that no employee will be laid off as a direct result of the implementation and application of the work effectiveness concept. This employment security protection does not cover changes in the operation due to business conditions or decisions, equipment changes or other circumstances beyond the company's control.

In today's global business environment the standard for competitiveness requires workers to take on a variety of roles utilizing all their talents as individuals, groups and teams. Work effectiveness calls for workers to go beyond traditional job classifications in accomplishing work. This concept calls for the union locals to share tasks and work.

**Work Effectiveness Principles.** The following principles of work effectiveness will be applied with the understanding that decisions will be guided by common sense, practicality, and above all, never compromising safety.

**Assist.** Employees will perform work and/or assist one another up to their skill and ability up and down their line of progression or elsewhere within their department or in another department and/or line of progression where it is practical to do so. Employees will receive their regular rate of pay unless they are

moved up to fill a vacancy into a higher rated job in which case they will receive the higher rate.

**Temporary Transfer.** When practical and necessary, employees may be transferred on a daily temporary basis to perform work or fill vacancies in other lines of progression and/or departments. When employees are transferred to fill a vacancy they will receive the higher rate of their regular job or the job to which they have been reassigned.

**Unfilled Vacancies.** Temporary daily vacancies will only be filled when necessary for the safety and efficiency of the operation. Crews will be expected to run short when practical to do so.

**Operator Maintenance.** Operators will perform maintenance work including adjustments and repairs up to their skill and ability. They will also assist maintenance personnel as required in the maintenance and repair of equipment.

**Maintenance Crafts Flexibility.** Maintenance crafts will assist one another in accomplishing work and will perform the work of another craft up to their skill and ability. Craft identity will remain and craft work assignments when possible, generally, but not exclusively, will be to tasks normally associated with that primary craft. It is expected that the whole job concept will be practiced. This means craftspeople as individuals or in groups or teams will utilize their full array of maintenance skills to accomplish work or assigned tasks in the most efficient means possible utilizing the minimum number of maintenance personnel.

**Scope of Agreement.** This agreement supersedes any other provision of the contract, past practice, or any other written or unwritten precedent that may be in conflict with it.

**Work Effectiveness Implementation and Application.** In an effort to ensure the successful implementation and application of work effectiveness principles throughout the mill, the company is committed to a process of involving union leadership in the implementation process. To that end, the parties will utilize the Union Presidents' Meeting as a means to allow the union to give input and review implementation plans prepared by the company.

**Training.** While the major thrust of Work Effectiveness is to optimize the capabilities employees already have, there will be Work Effectiveness applications that require some training. In those cases, the company will plan, prepare, and deliver that training as needed.

## **ARTICLE 13**

### **Seniority**

**Section 1.** The Laborer classification will constitute the entry level job for higher rated jobs for all sections; however, the Company retains the right to hire (or transfer from inside or outside the bargaining unit) persons with previous experience at the job level appropriate for such experience.

**Section 2.** When a permanent vacancy occurs and an employee is to be promoted, Management will take into consideration qualifications and seniority and, when all factors that constitute qualifications are relatively equal, then seniority shall prevail.

The application of seniority shall be first by Craft Seniority, second by Mechanical Department Seniority, third by Mill Seniority. When Mill Seniority dates are the same, alphabetical order of the last name shall be the criteria thereafter. When the company deems it necessary to reallocate personnel from one area/shop/crew or pool to another area/shop/crew or pool, the following bid/regression procedure will be used:

#### **Bid/Regression Procedure**

- 1.** An opening/bid will be established when a new employee obtains 2nd Class Journeyman providing he/she is not on probation. The bid will be awarded but not implemented until the company, with input and discussion with the union, determines he/she is qualified.
- 2.** The new opening(s) will be posted for bid, with known areas(s) of reduction being stated on the bid. The notice shall be posted within the Maintenance Department for a period of seven (7) days to provide craft employees an opportunity to bid on such assignments.

3. All bids will be awarded by seniority. Anyone awarded the bid must accept the bid. Once awarded, an employee cannot bid or transfer for at least 1 year from the date of the bid award.
4. Subsequent vacancies will be handled by the transfer request of the most senior journeyman. Only transfers received prior to the end of the posting period will be considered in filling these vacancies. Anyone who has signed up for a transfer, must accept the transfer (Refer to Appendix A - 19 transfers). In the event of a chain reaction of transfers associated with a job bid, the company reserves the right to terminate the transfer assignment process after two (2) transfers have been assigned, per job bid.
5. Should the bid fail to provide the required crewing for any area/shop/crew or pool, management shall assign junior journeymen of the appropriate craft not holding a job bid. With multiple assignments, seniority will prevail.

Tour workers wishing to swap to a day position must receive permission from the Department Manager. Such permission shall not be unreasonably denied. The company will post a request for swap notice for seven days. The tour worker will then swap with the most senior qualified volunteer that results from this posting. If no volunteers are found, the tour worker will swap with the least senior first class journeyman within the craft. Employees who voluntarily swap off/on to tour must remain in those positions for at least one year.

**Section 3.** The Company and the Union will agree upon charts outlining the steps of promotion which will be followed in making promotions, demotions, and layoffs in accordance with the principles set forth in this provision: the Utilities progression chart as set forth in Appendix "C" and the Outside Section progression chart as set forth in Appendix "D". The Journeyman line of progression as set forth in Exhibit "C".

**Section 4. Definitions of terms:**

- a) Mill Seniority - the employee's length of service in the Mill (either inside or outside of the bargaining

unit covered by this Agreement) beginning with the date of last hiring and ending upon the occurrence of one of the following events:

- 1) Voluntary severance;
  - 2) Absence for three (3) consecutive working days without notifying the Company, unless good and sufficient cause can be shown for not notifying the Company;
  - 3) Discharge for proper cause;
  - 4) Failure to report for work at the expiration of a leave of absence, or following an illness or accident when physically able, unless good and sufficient cause is given for not reporting;
  - 5) Failure of a laid off employee to return to work after being notified by registered letter of recall from the lay off list;
  - 6) When an employee has been laid off for twenty-four (24) consecutive months;
  - 7) Employees out of the work place due to an extended illness or injury shall continue to accrue seniority for two (2) years. Extensions in this time may be granted to those employees who, through proper medical certification, show that they are able to return to work.
- b) Department Seniority - the employee's length of service in a given department within the bargaining unit covered by this Agreement, beginning with the date of hire or permanent transfer to such department and ending upon one of the following events:
- 1) Mill seniority is terminated;
  - 2) Permanent transfer to another department outside the scope of the bargaining unit;
- c) Section Seniority - (Utilities and Outside Sections). The length of time starting with the Section entry date and ending upon one of the following:
- 1) Voluntary transfer to another Section or Craft;

- 2) Layoff from that Section.
- d) **Job Seniority** - (Utilities and Outside Sections) The length of time starting from the date an employee is permanently assigned to a title classification and ending upon one of the following events:
    - 1) Thirty (30) days after an employee has voluntarily transferred to another job classification. Employees temporarily transferred to another job at the Company's convenience shall suffer no loss of seniority on their permanent job;
    - 2) Layoff from job.
  - e) **Craft Seniority** - (Craft Lines of Progression) The length of time starting with the craft progression entry date and ending upon one of the following:
    - 1) Voluntary transfer to another craft or section;
    - 2) Layoff from that specific craft line of progression.
  - f) **Layoff** - when an employee(s) is permanently removed from either their job, or craft line of progression, section, department of the Mill, according to the terms set forth in this provision.
  - g) **Temporary Vacancy** - any vacancy to which it is reasonably expected that the last permanently assigned employee will return.
  - h) **Qualified** - the ability to perform with skill and knowledge the job in question without the need of further training.

## **Section 5. Promotions.**

- a) Craft - promotions will be according to the criteria set forth in Exhibit C.

## EXHIBIT "C"

### Craft Identity

<b>E&amp;I Technician</b>	1st class Journey person
<b>Mechanical Tech</b>	2nd class Journey person
	3rd class Journey person
	4th class Journey person

- b) If a craftsperson is regressed due to a crew reduction, and a future position becomes open in that craft, that employee will be eligible to by-pass the hiring application program and will be installed at his/her old grade providing he/she is the senior applicant of that craft.

### Section 6. Outside Sections - reassignment, progression and regression Outside Section.

- a) In the case of the primary permanent vacancy existing in a box above the line, offers for such vacancy shall be as follows, provided that employee is qualified.
  - 1) Offer re-assignment to the most senior in the same boxes. Such awards will be by Section seniority.
  - 2) If not filled from Step 1, offer vacancy to the most senior from the other box above the line, such award will be by Section seniority.
  - 3) If not filled from the previous steps, the vacancy will be awarded to the most senior from the box below the line; such awards will be Section seniority.
- b) The subsequent vacancy will be filled by Step II, if not filled by Step II the vacancy will be filled by Step III.
- c) Regressions occurring exclusively in the Outside Section shall be administered as follows:
  - 1) Regressions occurring in classifications serving in either of the above the line boxes, will be first by Section seniority;
  - 2) Employees regressed from above the line box may take a final bump right in either of the

two boxes by Department seniority with a final regression bump right below the line by Mill seniority;

- d) As an exception to “a) 3” above, no employees may refuse promotion if their refusal will result in a blocking of the line of progression. Refusal at this point is just cause for the Company to require acceptance of promotion by the junior qualified employee.
- e) An employee may voluntarily request demotion to a lower rated job within their specific line of progression. The request may be granted under the following conditions:
  - 1) A signed request for transfer to the lower rated job in the progression must be submitted at least thirty (30) days prior to any vacancy in the lower rated job.
  - 2) In order to voluntarily demote:
    - a) There must be a permanent vacancy available in the next lower classification or,
    - b) An employee in the next lower classification be willing to accommodate the demoting employee by voluntary promotion.
  - 3) The employee who chooses to voluntarily demote himself will regress into the next lower classification according to is/her job seniority, and be the junior person in that classification, by signing a Waiver of Promotion Agreement. By doing so, s/he will be junior to any employee in that line of progression, who, as a result of the voluntary demotion, has been promoted above him on a permanent basis.
  - 4) No blockage of the line of progression will occur as a result of this voluntary demotion
  - 5) All such voluntary demotions are subject to the approval of the Company and the Union.

## Section 7. Layoff.

- A. The Company shall determine which Section or Craft line of progression is to be affected by a layoff or crewing reduction. The application of seniority shall be first according to section or craft line of progression (incumbent craftsmen shall carry seniority with them of their last held craft only at the start of the new Maintenance **Craft Combination**), second by Mechanical Department seniority, and third by Mill seniority, when Mill seniority dates are the same, alphabetical order of the last name shall be the criteria thereafter. The order of layoffs or crewing reductions shall be as follows provided the employee(s) is qualified to perform the work available:
- 1) The most junior employee(s) in the Mechanical Department or Craft Line of progression affected shall be regressed according to his/her entry date into the Craft line of progression or Section to a stated point in the "LIFO Zone". Those Section classifications which become open as a result of this initial step and which the Company elects to fill will be filled by progression or regression according to job seniority within that line of progression.
  - 2) The junior employee displaced from Utilities, and the crafts shall have the opportunity to compete by Mechanical Department seniority in those classifications designated bumpable; Fuel Handler, Store Room Technician and below.
  - 3) The employee unable to remain in the Utilities, or the crafts shall, before regressing to the Laborers classification, have the opportunity to further exercise their Mechanical Department seniority in the Outside Section, based on qualifications.
  - 4) The Mechanical Department junior employees unable to remain in the Outside Section by bumping down through the line of progression shall regress to the Laborers classification,

where they will then compete for the remaining jobs by applying their Mill seniority.

- B. Employees laid off from the Mill will be eligible for recall to work as defined and shall be recalled in the order of their Mill seniority held on their date of lay-off from the Mill. Notice will be made to the employee by registered letter (return receipt requested) sent to his/her last known address. The notified employee will be given three (3) days after receipt of such notice to notify his/her Department Head that s/he desires to return to work, and fourteen days after issue of such notice to actually report to work.

**Section 8. Severance Allowance.** Employees laid off eight (8) weeks or more, for any reason (other than disciplinary) action will be eligible for severance pay in accordance with the following conditions:

- A. Employees with more than one (1) year of service shall be eligible to receive one (1) week's pay calculated in accordance with the vacation pay formula provided the employee worked a minimum of 1200 hours during the twelve (12) month period preceding the lay off.
- B. Employees with two (2) or more years of service shall receive two (2) weeks pay calculated according to the vacation pay formula, provided the employee works a minimum of 1200 hours for each of the two years preceding the lay-off.

In the event an employee's employment is terminated (not layoff) due to shut down of operations or plant closure (not disciplinary action), the company will provide severance pay in accordance with applicable state of Maine and/or federal statutes. Such severance pay, however, shall be equal to the applicable statute but in no event shall it be less than the amount specified in a) and b) above.

## ARTICLE 14

### Shift Premium

**Section 1. Tour Workers.** Tour workers working between the hours of 2:00 p.m. and 10:00 p.m. shall receive a premium of thirty-five (35) cents per hour. The shift premium for tour workers working between 10:00 p.m. and 6:00 a.m. shall be fifty (50) cents per hour respectively. The shift premium for twelve (12) hour shifts between 5 p.m. and 5 a.m. shall be seventy (70) cents per hour.

**Section 2. Temporary or Special Shifts.** In cases where the Company establishes a temporary night shift, the employees assigned thereto shall receive a premium rate (from the following chart) per hour for any time worked between 4:00 p.m. and 8:00 a.m.

7/1/19 – 6/30/22
\$1.00

## ARTICLE 15

### PENSIONS

The terms and conditions of the **Sappi North America, Inc.** Cumberland Mills Hourly Employees' Retirement Plan Number 002 as they currently apply to members represented by this Labor Agreement are explained in the Summary Plan Description of that plan dated October 31, 1994, a copy of which will be distributed to each member of the local and also is available upon request to the plant Human Resources Office.

### PENSION RATES

7/1/19 – 6/30/20	7/1/20 – 6/30/21	7/1/21 – 6/30/22
\$46.00	\$46.00	\$46.00

## Section 1.

### A. Retiree Medical

Upon normal, early or disability retirement, the employee will have the option of enrolling himself or herself, if under age 65, his or her spouse, if under age 65, and eligible dependent children in one of the health plans available to active employees at that time. For employees who retire after June 1, 2004, the Company will contribute towards the premium from the following matrix based on age and years of service. A cap on Company contributions will be in place for subsequent years according to the matrix based on age and years of service.

#### MATRIX OF SAPPI MEDICAL COST SHARE

Years of Service	Age at Retirement										
	55	56	57	58	59	60	61	62	63	64	65
15	15	15	15	15	15	15	15	60	60	60	60
16	18	18	18	18	18	18	18	62	62	62	62
17	21	21	21	21	21	21	21	64	64	64	64
18	24	24	24	24	24	24	24	66	66	66	66
19	27	27	27	27	27	27	27	68	68	68	68
20	30	30	30	30	30	30	30	70	70	70	70
21	33	33	33	33	33	33	33	71	71	71	71
22	36	36	36	36	36	36	36	72	72	72	72
23	39	39	39	39	39	39	39	73	73	73	73
24	42	42	42	42	42	42	42	74	74	74	74
25	45	45	45	45	45	45	45	75	75	75	75
26	48	48	48	48	48	48	48	75	75	75	75
27	51	51	51	51	51	51	51	75	75	75	75
28	54	54	54	54	54	54	54	75	75	75	75
29	57	57	57	57	57	57	57	75	75	75	75
30	60	60	60	60	60	60	60	75	75	75	75
31	63	63	63	63	63	63	63	75	75	75	75

32	66	66	66	66	66	66	66	75	75	75	75
33	69	69	69	69	69	69	69	75	75	75	75
34	72	72	72	72	72	72	72	75	75	75	75
35+	75	75	75	75	75	75	75	75	75	75	75

The grid represents a percentage that Sappi will pay for pre-65 retiree medical plan participation. This percentage is applied to the “Base Cost” which is the lesser of 1) the total premium of the plan or 2) the maximum Sappi total premium cap established as follows:

### **Maximum Sappi Total Cap**

Employee Only	Employee Plus One	Family
\$411	\$823	\$1,234

No employee hired on or after January 1, 2004 will be eligible for retiree medical benefits.

In the event of the retiree’s death, medical coverage will be extended at no cost to the retiree’s dependents as shown below:

For the spouse, the earlier of six months or until the spouse reaches age 65.

For eligible dependent children, the earlier of six months or until they are no longer eligible for coverage.

### **B. Medicare Reimbursement**

The Company will reimburse age 65 and over retirees on a quarterly basis for their cost of Medicare Part-B. This amount will be adjusted each year according to the mandated level, with contributions not to exceed \$50.00 per month over the term of the contract.

Individuals retiring on or after 1/1/14 with less than 15 years of service as of 12/31/13 will not be eligible for Medicare Part B Reimbursement and Retiree Life Insurance.

### **C. Retiree Life Insurance**

Upon normal, early or disability retirement, life insurance at the rate in effect when the employee was last actively working will be provided to the retiree at company expense. This insurance will continue until the retiree's 65th birthday, at which time it will be reduced by 25% and rounded to the nearest thousand. Each birthday thereafter, coverage will be reduced by the same dollar amount until a minimum of \$7,000 (effective 1/1/14) is reached. This amount will be kept in force until the retiree's death.

Employees retiring after turning age 65 will have a retiree life amount provided as follows:

<b>Retiring at Age</b>	<b>Amount of Life Insurance</b>
65	75% of life insurance in force at time of retirement
66	50% of life insurance in force at time of retirement
67	25% of life insurance in force at time of retirement
68 & after	\$7,000

### **D. 401(k) Plan**

The Company will provide a 401-k plan on the basis of a 75% Company match for the first 2% of employee savings and 50% of the next 3% of employee savings. Employee contributions will be on a tax deferred basis up to the maximum allowed by law and employees will also be permitted to make after tax contributions. Employees may contribute up to 70% of weekly pay.

New employees will be auto-enrolled in the 401(k) savings plan when they become eligible to participate, and current employees not enrolled in the 401(k) savings plan will be auto-enrolled, unless such new or current employees notify the plan administrator that they do not wish to be enrolled.

## **ARTICLE 16**

### **INSURANCE**

**Section 1.** A Group Medical Plan and a Dental Plan shall continue in effect during the term of this agreement. The medical plan is identified and described as the High Deductible Healthcare Plan (HDHP). The parties agree that the company may change benefit administrators at its discretion. It is understood that administrative procedures, provider networks, or providers - including physicians, primary care physicians, specialist physicians, in-patient and out-patient facilities and other third party providers are not elements of plan design and may vary from one administrator to another. It is also understood and agreed that changes in plan design may occur when administrators are changed because of differences that exist from one plan to another. It is recognized that should such plan design changes occur, some changes may provide for greater benefits, while others may be lesser; however, the plan benefits will be actuarially equivalent to the previous schedule of benefits. It is understood that deductibles, co-insurance, co-pays and cost share will remain as agreed during the term of the contract. The new plan design will then become, on a prospective basis, the contractual schedule of benefits. The company's obligation is to notify the union 30 days in advance of such changes and provide a summary plan description upon request.

The company may establish, modify or eliminate programs involving incentives for healthy behaviors.

**Section 2.** An open enrollment period will be held at the end of each year to allow active members to change their benefit elections. Any change will take effect on January 1 of the following year and will remain in effect until the next open enrollment. Coverage level changes can be made throughout the year if a qualified status change occurs.

Active employees and their dependents will be offered the group medical insurance plan each year. The premiums will be collected weekly by the company on a before-tax basis.

**Section 3.** The medical cost share for employees in the current plan will be on an 80/20 (company/employee) basis.

Cost sharing of the dental plan will be on the basis of 80/20 cost share. During the term of the agreement, the company will pay 80% of the cost, and the employee will pay 20% of the cost. The premiums will be collected weekly by the company on a before-tax basis.

**Carrier Option:**

In the alternative to the above, effective upon ratification, the Mechanical Bargaining Unit may choose another carrier. If a carrier other than the company designated carrier is chosen by the Bargaining Unit, the company contribution will be no greater or less than its contribution for the designated plan.

**Section 4.** If the definition of High Deductible Healthcare Plan (HDHP) is changed by any law/regulation or requirement, the HDHP for Westbrook will be modified as necessary to remain HDHP.

If the total of Sappi's HSA contribution and the Healthcare Plan premium for a benefit year would be above the threshold for the excise tax under the Affordable Care Act (ACA), or similar penalty under any other law or requirement, the company and union will modify or eliminate Sappi's HSA contribution, and/or modify the Healthcare Plan design and/or benefit levels to the extent that the total for such benefit year of Sappi's HSA contribution, if any, and the Healthcare Plan premium falls below the threshold for any such tax or penalty.

If the company and union do not reach agreement on such change(s) by July 15, of the year preceding the benefit year at issue, Sappi's HSA contribution will be modified or eliminated, and/or the Healthcare Plan design and/or benefit levels will be modified by the benefit administrator so that the total for the benefit year at issue of Sappi's HSA contribution, if any, and the Healthcare Plan premium does not exceed the threshold for the excise tax under the ACA or similar penalty under any other law or requirement.

**Section 5.** Each eligible employee will be provided Life Insurance coverage and Accidental Death and Dismemberment coverage that is equal to the average annual earnings, excluding miscellaneous compensation, of all employees covered by this collective bargaining agreement in the previous tax year. This amount will be rounded to the nearest thousand and adjusted annually with the new coverage amount effective on March 1st

of each year. Employees who are not actively at work on March 1st will retain their previous level of coverage until they return to active status. The cost of this coverage will be paid for by the company.

The company will provide a minimum of \$50,000 of life and AD&D coverage.

**Section 6.** The Company shall provide a weekly Accident and Sickness disability benefit from the following chart.

**A&S Disability Rates**

<b>7/1/19 – 6/30/22</b>
<b>\$440.00</b>

**Section 7.** The company will provide on an optional basis a flexible spending account for Mechanical Bargaining Unit employees who wish to participate in a medical and/or dependent care account. It is understood that contributions to these accounts will be deducted from employee pay on a pre-tax basis. Effective January 1, 2017, the medical flexible spending account is eliminated.

**Section 8.** Effective January 1, 2014 the company will provide a Long Term Care Plan and pay the premium for the basic plan. Modification or elimination of the LTCP is at the sole discretion of the company.

**ARTICLE 17**

**Grievances or Complaints**

**Section 1.** Any individual employee or group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted as provided in the Labor-Management Relations Act, 1947.

**Section 2.** A reasonable amount of time spent by employees in routine adjustment of grievances in working hours under step (a) of the grievance procedure set forth in this Article 17, shall be paid for by the Company as though time worked. Except as above provided, grievances, so far as practical, shall be

taken up after working hours and no payment shall be made by the Company for time spent by employees in dealing with grievances at such time.

**Section 3.** Payment for any group meeting during regular scheduled working hours will be paid for only when called by the Company.

**Section 4.** Should differences arise between the Company and the Union and/or any employee as to the meaning or application of the provisions of this Agreement, an earnest effort shall be undertaken to settle such differences immediately (and in any event within five (5) working days after the grievance arises) in the following steps:

(Note: It is agreed that no such difference shall be deemed to exist until the employees and/or the appropriate union representative shall have ascertained first from their First Line Supervisor/Shift Coordinator the Company's initial position with respect to the matter in question).

- a) Between the alleged aggrieved employee(s), with or without their Steward, and their First Line Supervisor/Shift Coordinator.
- b) If not settled under step (a) within five (5) working days, between the Local Grievance Committee and the Engineering/Maintenance Manager.
- c) If not settled under step (b) within five (5) working days, between the Local Grievance Committee and the company representative or their appointed representatives.
- d) Should a Grievance arising under this Agreement not be determined by the preceding steps (a), (b), (c) or an optional mediation process (as described in Article 17, Section 8) within twenty (20) working days after step (c.) above, (less any delay caused by a mediation process) the matter may be referred by either party to an Arbitrator for decision, but it is agreed that the matter thus referred shall be concerned solely with the interpretation and/or application of this collective bargaining Agreement. The Company and the Union shall mutually attempt to agree on an Arbitrator from a panel submitted by the American Arbitration

Association. If they are unable to agree within twelve (12) days after the submission of said panel, the Arbitrator shall then be selected by the American Arbitration Association under the provisions of its voluntary Labor Arbitration rules. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator's fees shall be borne equally by the Company and the Union.

**Section 5.** All grievances presented to the Company under Steps (b), (c) and (d) shall be in writing. Any unsettled grievance which is not referred to arbitration under step (d) by the sixtieth (60th) calendar day after the date of the Company's written step (c) answer shall be deemed waived.

**Section 6.** The Company, if it has any grievance, or any questions as to the meaning or interpretation of the terms of this Agreement, may follow like procedure, so far as applicable, in presenting such grievance or question to the Union and to arbitration.

**Section 7.** The Arbitrator shall have no power to alter or add to any terms of this contract if either party contends that this provision has been violated, the matter may be referred to any court of competent jurisdiction which shall have the power to determine the question, and which shall interpret the Agreement in accordance with the commonly accepted meaning of the words used herein and the principle that the parties are agreed that there are no restrictions intended on the management of the Company other than those expressly set forth herein.

It is recognized that the Local Grievance Committee shall have the right to request assistance of a representative of the Union at Steps (c) or (d) of the foregoing procedure. In any grievance or arbitration involving discipline of any employee, prior warnings more than one (1) year old from the date of the infraction will not be considered.

**Section 8.** Prior to arbitration the parties agree to consider mediation of grievances. Either party may request that a grievance be mediated at this step. If the other party declines to mediate, the grievance may be appealed to arbitration. It is intended that neither party will use the success or lack of success of mediation as an argument in our ongoing relationship building and problem solving efforts.

The following rules are our road map:

- a) The unions and the company must mutually agree to submit a grievance to mediation. This decision may be made at any time prior to an arbitration hearing of an issue. If an issue is not resolved at mediation or if a decision is made not to mediate, the parties will have thirty (30) calendar days from the date of mediation or refusal to mediate to file the issue for arbitration.
- b) Prior to referring a grievance to mediation, the circumstances surrounding the grievance should be carefully reviewed by both parties to verify that there is a willingness to settle the grievance. The willingness to settle may or may not incorporate the ability to compromise on the grievance issue.
- c) Within five (5) working days following the agreement to mediate the grievance, the parties will select a mutually acceptable mediator to assist them in attempting to resolve the issue. Alternatively, the parties shall jointly notify the Mediation Research and Education Project (MREP) which will appoint a mediator from a panel of arbitrators formally trained in the process of grievance mediation.
- d) The parties and the selected mediator shall schedule a mediation conference at the earliest possible date at a mutually convenient location and time.
- e) There shall be one (1) person from each party designated as spokesperson for that party at the conference. Attendance of other affected or responsible parties, including the grievant, is required. The mediator will have the authority to meet separately with either party, but will not have authority to compel the resolution of a grievance. If the grievance is not resolved during the conference, the mediator will give an advisory opinion to the parties either jointly or separately. Following the conference, the parties may continue discussions taking into account this opinion, or proceed to arbitration. The mediator will not serve as the arbitrator.

- f) The presentation of facts and considerations shall not be limited to those presented during the grievance procedure. Proceedings before the mediator shall be informal in nature. There shall be no formal evidence rules, transcript, or presentation of witnesses. The mediator shall attempt to assure that all necessary facts and considerations are revealed to him/her. Considerations presented by a party (other than contract related facts and arguments) which are presented during mediation will not be used against the other party during any subsequent arbitration.
- g) The mediator's fees shall be borne equally by the union and the company.

## **ARTICLE 18**

### **Safety**

**Section 1.** It is recognized that the Company has an obligation to provide a safe work place. It is equally well recognized that the Company's employees are expected and required to perform their duties in a safe manner.

**Section 2.** It is agreed by the parties that all employees, without exception, shall wear acceptable eye, hearing and foot protection as well as any other protective devices, clothing or equipment as may be required to be in compliance with Federal, State or Local Statutes, or as the Company may require to insure the safety and health of its employees. Any employee failing to comply shall, after appropriate warning, be subject to discharge or if through no fault of his/her own he/she is unable to accommodate the PPE Safety Policy, reassignment to other work (and pay rate), if available, within the bargaining unit, if deemed by the Company to be both within the employee's capabilities and which can safely be performed without protective clothing or devices.

- a) The parties agree that mill safety rules shall be revised and/or updated by the company promptly and that the union shall be given the opportunity, prior to publication of the revised and/or updated rules, to advise the company of any recommendations it may have that will be beneficial to a safe and healthy work place.

- b) The company hereby expressed its intent, should disciplinary action be required for violation of a safety rule subject to discharge after appropriate warning, to follow the concept of stepwise progressive discipline.
- c) The mill safety rules shall clearly indicate which safety rules, if violated, may subject the offending employee to immediate discharge.
- d) The company further expresses its intent, should safety rule violations require disciplinary action, to apply such discipline in a consistent manner.
- e) The company will agree to follow the pay rules for “pay for meetings” should meetings be required for discussion of the revised and updated safety rules prior to their publication. Such meetings shall be limited to eight (8) employee representatives.

**Section 3.** The union shall select employees from different locations of the Mechanical Department to serve on safety field teams (SFT’s) to provide safety concerns for greater department coverage.

The president of each local will also select a member of their local to serve as a member of the Union/Management Safety Committee (UMSC).

It is agreed and understood that selected representatives for the union will be able to serve without creating hardship to other employees or inefficiencies to the operation due to their appointment. Additionally, the parties agree to address and resolve any performance issues that may be brought to their attention.

Safety committee meetings will be treated as company sponsored meetings for pay purposes and employees attending such meetings will be paid in accordance with this provision.

## **ARTICLE 19**

### **Tool Allowance**

All present employees in the mechanical and electrical section will be paid an allowance of \$220.00 (after tax) one week

following ratification of the new labor agreement and on the first Thursday following each anniversary of the agreement.

New employees will receive the allowance at the next agreement anniversary (provided they have at least 6 months' crafts service).

This allowance will be applied to the replacement of broken tools, stolen tools, as well as toward the purchase of new tools desired by the employee.

All craft persons will be required to maintain the tools for their craft. The required tools for each craft are those listed and were mutually developed by the Union and the Company.

## **ARTICLE 20**

### **Leadperson**

The leadperson classification will apply to those persons designated by the company to perform duties, including but not limited to: planning activities, and/or maintenance work systems, and/or to exercise the responsibility and authority to direct the work of other employees in addition to performing their own work. Employees receiving the leadperson designation who work rotating swing shift shall be termed tour leadperson, while day workers shall be termed day leadperson.

## **ARTICLE 21**

### **Negotiation Allowance**

The company agrees to pay up to six (6) employee representatives up to (8) straight time hours in any one day for time lost due to negotiations for a maximum of ten (10) days. This time will be allowed toward the computation of weekly overtime during the week in which it occurs.

## **ARTICLE 22**

### **Union Presidents' Meeting**

The company agrees to meet with the union presidents, or their delegates, on a monthly basis for the purpose of exchanging views on pertinent issues and for general information and communication. The meeting will normally be held on the second Thursday of each month. Other persons may attend these meetings as the need arises and approved by the respective party.

## **ARTICLE 23**

### **Scope of Agreement**

This Agreement is the complete Agreement between the parties covering wages, hours and conditions of employment. The Company and the Union shall be under no obligation to bargain as to any modifications or additions to this Agreement which are to be effective during the term hereof. No change or modification of this Agreement will be binding on either the Company or the Union unless reduced to writing and executed by the respective duly authorized Representatives.

## **ARTICLE 24**

### **Separability and Saving Provision**

If any Article or Section of this Agreement is held to be invalid or unenforceable according to applicable law, the remainder of the Agreement shall not be affected thereby, and the parties, upon the request of either, shall enter into negotiation for the purpose of arriving at a mutually satisfactory replacement for the affected Article or Section.

## **ARTICLE 25**

### **Food Service**

Provision of food services is at the sole discretion of the company.

## **ARTICLE 26**

### **Successorship**

In consideration of the Union's execution of this Agreement, the employer agrees that its operation covered by the Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without securing the agreement of the successor to assume the employer's obligations under this agreement.

## **ARTICLE 27**

### **Training Committee**

A training committee composed of two members of management and two members each from IAM Lodge 2287, IBEW Local 2233 and F&O Local 3 SEIU will be formed to discuss, and/or develop, and/or recommend for consideration by the company training programs only. The training committee will meet at least once every other month for the above purpose only. Time spent in class is to be paid for by the company on the same basis as scheduled or unscheduled work time.

**Sappi Wesbrook/Trades Negotiations  
Tentative Agreement  
June 26, 2019**

**3 Year Labor Agreement:** July 1, 2019 through June 30, 2022

**Wages:** 1st year: 3%  
2nd year: 2.25%  
3rd year: 2.50%

**Pension:** Increase to \$46 effective 1st of the month following the month of ratification

**HSA:** Company contribution of 550/850 each year

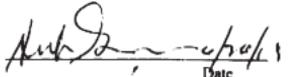
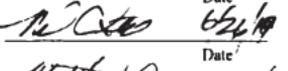
**Vacations:** \*2 weeks after 1 year instead of 3 years  
\*Rehires severed for more than 1 year return with number of weeks of vacation they were eligible for at time service severed.  
\*Additional weeks of vacation based on all years of service.

**Safety Glasses:** Subsidy increased to \$175 from \$150

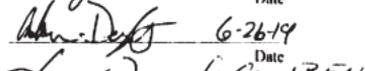
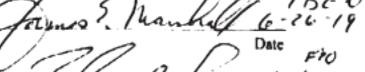
**A&S:** Increased to \$440/week from \$430/week

**Includes All TA's**

For the Company:

  
Date 6/26/19  
  
Date 6/26/19  
  
Date 6/26/19

For the Union:

  
Date 6/26/19  
  
Date 6-26-19  
  
Date 6-26-19  
  
Date 06/26/19

## APPENDIX A

### 1. Overtime Procedures

The parties are in agreement that these procedures will be followed in a cooperative spirit by both parties for their mutual benefit. The remedy will be a payment for time not actually worked, only in the case of a willful violation of these procedures by the company.

**Where a specific overtime opportunity for a probationary employee raises a good faith concern as to that individual's qualifications to perform the required work, the overtime assignment will be made by mutual agreement between the Company and the Union.**

All lists referred to in this section will be made available to the unions upon request.

#### **Offsetting Work (Equal Opportunity, E.O.)**

When the parties agree the payment will be an offsetting work opportunity (E.O.) the following will apply:

It is understood the employee will do work assigned, that does not affect regularly scheduled overtime opportunities.

#### **A. Call-In Procedure By Craft**

The company will maintain a mill wide list by craft with all employees in that craft listed in alphabetical order. The list will be a rotating list with the word "start" designating the beginning point at which call-ins will start.

- 1) Employees may choose to "red line" (add/delete) their names by informing the Department Manager in writing. They will be responsible to add/delete their names in a way that is timely to meet the weekly schedules.
- 2) When it becomes necessary to call-in an employee(s), the appropriate leadperson will determine the appropriate craft and proceed to call using the craft alphabetical rotating list. He/she will offer the call-in to the first (1st) craft person at the start point of the craft required for the assignment. The start point shall be the next craft person in rotation to the last called employee going down the list. When progressing to

the last person in the craft, return to the top and begin the process again, until arriving at the start point of that call.

- 3) The line crew personnel will be separated from the **E&I Technicians'** list. They can be called for an **E&I Technician** job after the rotating list has been exhausted. If a line crew call in is not successful the "line crew alternate crew" may be called using their alphabetical rotating list. If this fails, the line crew supervisor shall be called for further instructions.

#### B. Daily Overtime By Craft (after scheduled shift) Procedure

- 1) Any craftsperson on the job will have the first opportunity to complete a job which results in overtime. (continuity prevails including major equipment shutdown/start-ups.) If an employee does not want to accept this overtime opportunity, they must notify the First Line Supervisor/Shift Coordinator at least two (2) hours before shift change. To fill an assignment, follow the steps below.
- 2) To crew overtime opportunities, assignments will be made using an area rotating alphabetical list, sorted by craft, with a new starting point carried over day to day, week to week.
- 3) If an assignment cannot be filled by steps 1 and 2 above, the employee on the job will be assigned.
- 4) Employees assigned may be relieved per article 10, section 2.
- 5) Daily overtime beginning at or after 6:00 a.m. but before 7:00 a.m. is excluded from this procedure. Management reserves the right to assign individual employees for this work.

Note: The First Line Supervisor/Shift Coordinator will have the opportunity to ask for volunteers to reduce his/her alphabetical list for overtime opportunities; however, this doesn't relieve the craftsperson from being frozen. No red lining allowed, unless there is a medical restriction involved.

### C. Crewing Procedure For Start-Up Crews

#### Shutdown Startups

- 1) Ask those from the area that made the scheduled shutdown assignment list by craft seniority for the opportunity.
- 2) Ask those who made the shutdown assignment list as “supplemental help” from outside the area by craft seniority.
- 3) Ask those assigned from the general area NOT on the shutdown.
- 4) In the event the above steps do not supply the necessary number of people, revert to step 1 and assign the crafts people by junior craft seniority.
- 5) Any remaining needs will be filled by assigning by junior craft seniority from the millwide seniority list by craft.

#### **Millwide Startups**

- 1) Ask Day Worker by craft seniority for the opportunity from millwide seniority list.
- 2) Ask Tour Worker by craft seniority for the opportunity from millwide seniority list.
- 3) Assign Junior Day Worker by craft seniority from millwide seniority list.

Note: People working on controlling jobs may also be asked to work the start up as additional people.

### D. All Weekend and Holiday Work By Craft

If it becomes necessary for weekend work or holiday work, the following procedure shall apply:

- 1) Schedule the people from the area, shop, crew, or pool from the weekend/holiday volunteer list for up to 50% of the required crew.
- 2) Schedule the people from the mill-wide weekend/holiday volunteer list.

- 3) Schedule the tour workers from the mill-wide weekend/holiday volunteer list.
- 4) If needed, the company will assign the junior qualified craftsperson. The junior craftsperson(s) will be allowed to seek their own replacement.
- 5) When a special shift comes up and to be crewed after Thursday 12:00 P.M. the weekend list will be used.

Notes: Steps 1, 2 and 3 will use a rotating alphabetical list, sorted by craft, with the new starting point carried over from week to week for continuity.

The weekend/holiday volunteer sign up list will be posted outside the Engineering Offices until 12:00 noon, Thursday (when holidays fall on Thursdays and/or Fridays the posting will come down two days prior to Thursday and/or Friday holiday), prior to the weekend/holiday work.

The weekend/holiday schedule will be posted outside the Engineering Offices and emailed to all mill users by 1:00 PM on Friday (on holiday weeks the posting will be posted the day prior to holiday). If the schedule is not posted by 1:00 PM, volunteers who have signed the opt out column on the volunteer sign-up sheet will be released from assignments for the weekend and holiday work. If there is a need to assign new work assignments, revise or add additional jobs to the weekend the company will go directly to step 4 above.

Continuity prevails where appropriate. Any disputes will be resolved by the parties.

Footnote: employees who work under Appendix B, 2, Section D (above) will work at least eight (8) hours per day and while primarily assigned to an area, shop, crew, or pool, may be assigned to other areas to round out their eight (8) hours. Employees who have completed their work assignment(s) may request approval from Weekend Duty Coverage person or Area Planner/Supervisor to be released, without an incident, when the assignment is completed.

For mill coverage, start at step #2.

## **2. Call-In Pay**

Any employee who has completed and has been properly released from their scheduled work and who is later called back to work before their next scheduled shift shall be eligible for call-in pay.

An employee accepting a call-in will be paid time and one-half (1 1/2 x) for the actual hours worked, or allowed five (5) hours straight time pay, whichever is greater. The allowed time will be credited to daily or weekly overtime, whichever is greater, but not to both. Any extra work performed which has been prearranged before the employee leaves the premises will not be considered for this provision but shall be paid for the actual hours worked.

Management will bank two (2) hours for each call-in worked by an employee. These banked hours may be used in one of the following ways:

- a) After eight (8) hours accumulated, employee can take a day off with pay which will be allowed time and will compute to weekly or daily overtime, whichever is greater, but not both;
- b) After eight (8) hours accumulated, employee can take the money;
- c) Employee can let hours accumulate and be paid one lump sum during the first week of December.

This provision does not apply to a tour worker who accepts a previously unscheduled work opportunity to fill a tour vacancy in accordance with the temporary vacancy set forth in the Labor Agreement applicable to the Employee's Section of the Mechanical Department.

## **3. Funeral Leave**

Employees are entitled to a funeral leave allowance of up to three days' pay upon death of employee's father, brother, sister, step-brother, step-sister, father-in-law, step-father, mother, mother-in-law, step-mother, grandfather, grandmother, great grandparent, grandchild, and step-grandchild. The period of eligibility is defined as three (3) consecutive days, one of which must be the day of the funeral. Time slips must be submitted indicating the name and relationship of deceased,

time not worked, and must have the approval of the Department Manager. This is not to be considered a fixed allowance but is rather a makeup for time actually lost.

Employees are entitled to a funeral leave allowance of up to five (5) days pay upon death of wife, husband, child, step-child. The period of eligibility is defined as five (5) consecutive days, one of which must be the day of the funeral. Time slips must be submitted indicating the name and relationship of deceased, time not worked, and must have the approval of the Department Manager. This is not to be considered a fixed allowance but is rather a makeup for time actually lost.

As an option, an employee may choose to take one of the three/ five allowed days for purposes of attending the day of interment if it is postponed after the date of the funeral.

The allowance for the three/five days pay will be equal to the time lost from the scheduled work during that period of time. For instance, if the employee was scheduled for Sunday work and Sunday was one of the three/five days, the individual is allowed Sunday pay for that day. Funeral leave time will not be counted in figuring overtime pay.

#### **4. Jury Duty**

Hourly paid employees who serve as members of a jury will be granted leave to perform such duty. Upon presentation of proper certification from the clerk of the appropriate court, an allowance will be paid equal to the difference between the reimbursement from the County, State or Federal agency and the straight time pay, excluding shift premium that the employee would have earned had they worked.

#### **5. Leave of Absence**

Employees with less than three (3) years seniority are not eligible for leave of absence unless a special emergency situation is brought to the attention of and is approved by his/ her Department Manager and Mill Manager.

Leave, not exceeding ninety days, may be granted to eligible employees if recommended by their Department Manager and approved by the Mill Manager, subject to the following conditions:

- 1) Request for leave must be submitted on four (4) copies of forms provided for the purpose.
- 2) One copy of approved request will be retained by the department, one copy will be forwarded to Human Resources Department, one copy will be forwarded to Payroll Department, and the fourth copy will be given to the employee.
- 3) Leave in excess of thirty days will be granted only under unusual circumstances.
- 4) In case of leave in excess of thirty days, the Company gives no guarantee that the employee will be returned to their old job. However, if circumstances permit, they will be reinstated or reassigned without loss of seniority.
- 5) The Company will, upon written request, allow leaves of absence not to exceed two (2) weeks to employees who are members of the Local Union up to a maximum of two (2) employees from any Local Union, when such employees are acting as official delegates to any regularly called convention or conferences, provided:
  - a. Leave is requested in writing at least ten (10) days in advance or, in any emergency, as soon as possible. Such request shall be for a specified purpose and length of time. The request shall be made by the respective Local Union President to the respective Department Manager.
  - b. Always, that the services of the employees are not immediately required by the Company and other qualified employees are available in the plant to do their usual work. It is understood that the Company will not unduly hold up a leave of this nature.
- 6) The company will follow all requirements of the FMLA for all eligible employees.
- 7) The company may, at its discretion grant unpaid leave of absence to no more than one person per local up to 12 months for the purpose of working for the International Union. During such leave they shall

retain their seniority but will not be paid benefits and such leave may be extended by mutual agreement.

## **6. Military Service**

Any regular employee of the Company who enters the military service for a period not to exceed four (4) years, except in wartime, will upon honorable completion of such service be eligible for re-employment in a position of equal status and pay and without loss of seniority provided that they make application for re-employment within ninety (90) days after completion of service, unless the circumstances of the Company make it impossible to provide such employment.

## **7. Military Leave**

A permanent employee shall be eligible to receive up to two (2) weeks military training leave each year. Such employees shall be paid the difference, if any, between their government base pay (all monies received from the government, other than rental, transportation and travel allowances) and forty (40) hours pay at their regular rate. The allowance will be paid by the company, for this training period, upon presentation of proper certification from the commanding officer. This allowance will not be given to employees with less than thirty (30) days service with the company.

## **8. National Guard**

An employee, who after having reported for their regular shift, is called out by their National Guard Unit for an emergency drill or alert, will receive pay for the remainder of their shift, or the duration of the alert, whichever is shorter. This time should be reported as allowed time. No pay is authorized unless the employee has actually reported for scheduled work.

## **9. Move-Up Provisions**

It is recognized that bargaining unit employees may be utilized as move-up supervisors. Moveup will be limited to one hundred and eighty (180) days per contract year. Move-ups of longer periods will require mutual agreement between the company and the union.

- 1) During time moved up, that employee's vacation time will not be charged to number of people, craft, or week.
- 2) Move-ups will only be used to fill a vacancy for vacations, illnesses, or by mutual agreement between the company and the union. Agreement will not be denied without reason.
- 3) A list of all move-ups will be maintained and posted near the central planning office.
- 4) The Union will be notified of the situation and the estimate of length of coverage.
- 5) The individual will not perform bargaining unit work while assigned in the move-up position.
- 6) The individual will be reminded to be sure they remain a member in good standing with their bargaining unit, so as to avoid any concerns for their return to the unit.
- 7) While serving in the move-up position, the spare supervisory person will not administer or participate in disciplinary action to another bargaining unit employee.
- 8) The move-up rate will be 15% of the highest rate supervised. (Appendix B).

## **10. Outside Contractors**

- 1) The intent of this provision is to utilize bargaining unit employees to provide maintenance service for the company. However, the parties agree that outside contractors may be required to support the maintenance effort at the mill.
- 2) When the company has planned maintenance work, normally performed by bargaining unit members and intends to employ outside contractors, the company will notify the union prior to the work being performed. Such notice will allow the union an opportunity to present alternatives.
- 3) The union will be notified prior to putting planned capital work out for bid.

- 4) Any concerns regarding contractor use and/or performance will be discussed at the Presidents' meeting.
- 5) It is not the intent of the company to downsize the current workforce by utilizing outside contractors. In fact, our goal is always to minimize the use of contractors by optimizing the use of our maintenance work force. Therefore, the company agrees it will not layoff, for lack of work, maintenance employees of a primary craft while outside contractors are performing work of the same primary craft within the mill. In the event employees of the Mechanical or Electrical Section of the bargaining unit are in a laid-off status due to lack of work, the Company shall, prior to hiring outside contractors, attempt to recall to active status by registered mail, any such laid-off craftsmen in the same craft.
- 6) It is agreed that an employee laid off for more than twenty-four (24) months is not eligible for recall as stated above. Further, employees who are unable or refuse to report to work within two weeks after proper notification by the Company shall thereafter not be eligible for recall consideration.
- 7) However, it is understood and agreed by both parties, in circumstances where a significant and/or major business change or event causes a reduction in the mill equipment asset base, the company reserves the right to reduce the maintenance work force. Before any reduction would occur under such circumstances, the company commits to meet with the union to discuss alternatives.
- 8) If a situation exists where active employees are subject to less than a 40-hour week the company and the union agree that contractors will not be working in the mill on regular maintenance work otherwise done by our own maintenance employees unless regular active maintenance employees possessing the required tools, skills and/or equipment have the opportunity to be scheduled for at least forty (40) hours during that specific week.

- 9) The provisions above do not apply in an emergency situation where the nature of work to be performed requires readily available help or during periods of curtailment.

## **11. Pay**

The general rule regarding pay is that all employees shall be paid for the time actually worked, and that time shall not be paid simultaneously to two people for the same job.

When a tour worker is called in to fill a job that is not already covered by another worker, he may be allowed a reasonable time for reporting after the call, but not more than one hour. When two or more of the overtime or premium rates are applicable to the same hours, only one such rate, whichever is highest, will be paid.

All pay checks will be delivered via direct deposit. I-Pay will be utilized as soon as it is practical for the company to do so. At that time paper pay stubs will continue to be provided for a minimum of four (4) consecutive pay periods.

## **12. Pay for Attendance At Meetings**

Employees required to attend Company sponsored meetings will be paid for such attendance as follows:

- 1) When the meeting is scheduled during the employee's regular work period, no additional pay is authorized.
- 2) When the meeting is scheduled during the employee's time off, the employee will be paid time and one-half for actual hours of meeting at the regular rate. Should actual meeting hours be less than four (4), the difference will be paid at the straight time rate.

Example:

Meeting time	two (2) hours
Time and one-half	one (1) hour
Straight time	<u>two (2) hours</u>
Total	five (5) hours

A minimum of four (4) hours will be allowed for any meeting except:

- a) Just prior to start of shift. If the start of the meeting is less than two (2) hours prior to the start of the employee's next regular shift, they will receive pay only from the starting time of the meeting to the beginning of the shift.
  - b) Just following the end of the shift. If the meeting follows the end of the shift and ends within the next two (2) hour period, they will receive pay only for the time from the end of their shift to the end of the meeting.
- 3) The time actually spent at the meeting will count toward hours worked for overtime purposes. This time should be indicated on the time ticket as a separate entry. Any additional time paid for will be considered allowed time.
  - 4) No employee will be required to attend meetings on their day off unless it is for prearranged job related training which is scheduled for at least four (4) hours.

### **13. Pay for Out-Of-Classification Work**

In the case of an employee required by the Company to temporarily fill a work assignment or to work outside their regular classification which pays differently than the employee's regular rate, the rate of the job or the worker's regular rate, whichever is the greater, will be paid.

In the case of an employee requesting and the Company agreeing to assign the worker to an easier or lower skilled occupation for their convenience, the rate of the job or classification prevails.

### **14. Probation Period**

The probation period for all employees is one hundred twenty (120) days, except that the pay rate for probation period may be shortened or lengthened upon specified recommendation of the Department Manager. Such notice, in writing, is required before the employee can receive the rate of the job, since the increase is neither automatic nor mandatory.

## **15. Reporting Pay**

Employees reporting for work at a specified time will be allowed four (4) hours reporting pay if there is not work available unless one or more of the following conditions apply:

- 1) The lack of work is due to unforeseen conditions;
- 2) Management has notified or made a reasonable attempt to notify such employees at least two (2) hours prior to starting time that there will be no work available.

## **16. Health and Safety Clothing Devices and Equipment**

### **a) Safety Shoes**

Approved safety shoes or company furnished toe caps will be required to be worn by Mechanical Department employees from locker to locker.

The company will replace shoes that have been destroyed on the job for reasons other than normal wear. Eligible employees will be reimbursed up to \$175.00 for the purchase of safety shoes in any given year of the contract. Employees will need to demonstrate proof of purchase to the Department Manager or designee to receive the reimbursement. In order to be reimbursed for \$175.00 for a given year of the contract, an eligible employee must provide one proof of purchase totaling \$175.00 or more for one or more pair of safety shoes purchased in such year.

Additional pairs of approved safety shoes may be authorized for reimbursement by the Department Manager or designee if an employee's 1st pair has been destroyed in the performance of normal job duties. It is understood that this reimbursement will not exceed \$175.00.

Additional pairs of approved safety shoes may be authorized by the Engineering/Maintenance Manager or the Mill Safety Director as job duties and conditions warrant.

b) Safety Glasses

Prescription safety glasses meeting the specifications of American National Standards Institute will be eligible for a **\$175.00** (effective **1/1/20**) subsidy by the company.

Non prescription lens “plano” or other acceptable eye protection devices will be provided by the Company to employees assigned to designated eye protection required work areas.

c) Other Protective Clothing, Equipment or Devices

Other protective safety and health items, not the personal property of an individual employee, will be provided to employees whose work duties or work areas are designated by the Company to require the use or wearing of specified protective clothing, equipment or devices.

The Company may, at its discretion, provide to employees. weather and safety clothing and equipment when needed while employees are working under inclement weather and adverse conditions.

d) Linesmen Boots

The Company will pay the cost of providing linesmen boots and reasonable replacement due to wear or damage.

## **17. Special Overtime Rules For Certain Maintenance Workers**

A tour maintenance worker who, after having been properly relieved and having completed their tour, is asked to remain and work extra, will revert to the status of a day worker for overtime pay purposes.

**Exception:** Any extra time worked after the end of a shift should not be considered “call in” if pre-arranged before an employee finishes their regular shift and leaves the Mill property.

## **18. Starting and Stopping Work**

Employees will be at their assigned place of work at the scheduled starting time. They will remain at work until the scheduled quitting time. Five minutes clean-up time will be allowed at quitting time. Relief of the preceding shift will not occur more than 15 minutes prior to the start of the shift.

It is the employee's responsibility to ascertain their weekly schedule and the Company shall not be subject to grievance, or penalty, should an employee report at other than the time for which they were scheduled by proper and usual posting or announcement of weekly work schedules. Weekly work schedules for shift workers will be posted by Thursday each week indicating the following week's assignments.

## **19. Transfers**

### **1) Permanent Transfers**

Department may be made, however, such requests must be renewed by January 1 each year in order to be considered in that new year. The Company will forward copies of all transfer requests to the Union. Such transfer requests will be honored at the discretion of the appropriate department head and the union.

Transfers between departments of the Mill may be made as vacancies occur upon proper request of the employee and with the concurrence of the respective Department Heads. An employee wishing to transfer from one Section of the Mechanical Department to another, or to another department of the Mill, must file a Request for Transfer via their Department Head to the Employment Manager at Human Resources.

An employee selected to transfer may be held on their present job until a qualified replacement is available. Requests for Transfer must be resubmitted annually. Transfers within the Mechanical Department for Mechanical jobs will be considered before transfer from outside the Department or the Mill.

An applicant for transfer may, at the Company's discretion, be required to submit to a physical examination by the Mill Physician.

2) Pay for Permanent Transfer

Transferees will be paid at the rate of the old job until they demonstrate ability to perform the new work to the satisfaction of the Department Manager. Such qualification period shall not exceed thirty (30) working days for the employee. The only exception is where the rate of the new job is less than that of the old; then the new rate immediately applies.

3) Temporary Transfers

Subsequent openings caused by a bid (Article 13, Section 2) will be filled by transfer requests of the appropriate crafts persons, by seniority.

All journeypersons will return to their original positions after a temporary assignment, in a vacancy.

The application of seniority shall be first by craft seniority, second by Mechanical Department seniority, third by mill seniority. When mill seniority dates are the same, alphabetical order of the last name shall be the criteria thereafter.

## **20. Temporary Vacancy Coverage Tour Maintenance Crews**

Temporary vacancies occurring in Tour Maintenance crews will be filled by offering the work to other qualified employees in the following order, provided the Company has determined that the vacancy must be filled:

- 1) Offer to the employee on his/her scheduled time off. (1-4, 2-3) (same line).
- 2) Offer to the other employee on his/her scheduled time off (in same line) as long as it does not put that person into a 24 hour shift.
- 3) Offer, when applicable, a 6 hour opportunity to the remaining employees in that line.
- 4) Offer to the other lines in traditional order.
- 5) Offer up to a maximum of two (2) qualified Day Workers by using the Call-In Procedure.

- 6) At this time management will determine whether to leave a line of shift vacant or assign previous shift for 6 hour duration.

An offsetting work opportunity shall be the normal remedy for violation of this procedure. It is understood the employee will work with the scheduled Tour Crew.

## **21. Long-Term Vacancy Coverage Maintenance Tour Workers**

When a long-term temporary vacancy exists, and it is expected to last longer than thirty-two days, provided the company has determined that the vacancy must be filled, it will be filled as follows:

- 1) The remaining employees on that assignment may be offered the opportunity to cover the first thirty-two (32) days by using the temporary vacancy coverage procedure and/or:
- 2) Management may schedule a qualified day worker to the remaining long-term vacancy in the following order:
  - a) By the senior craftsperson of the affected craft who has a transfer request per Appendix B, Section 20 submitted on or before the seventh (7th) day of the vacancy.
  - b) By assignment of the junior qualified journeyman of the affected craft.

This long term vacancy procedure will also be followed for tour workers who are assigned to the outside crew.

Note: Utilities provision contained in Appendix C.

## **22. Technological Changes**

The company will advise the union as far in advance as possible of proposed technological changes in equipment, which may result in a reduction of jobs.

Further, the company agrees that when technological changes take place that require additional knowledge and/or skill on the part of employees, such employees will be given an opportunity to acquire knowledge and skill necessary to qualify. The

Maintenance Department and/or Utility Department Training Committee will develop and recommend the necessary training under this provision.

### **23. Work Week**

The work week for all employees in the Mechanical Department will be from 12 midnight Sunday to 12 midnight the following Sunday. Sunday premium will be paid from 12 midnight Saturday to 12 midnight Sunday. The workweek for 12 hour tour workers will be from 5 a.m. Monday to 5 a.m. the following Monday. Sunday Premium Pay for 12 hour tour workers will be from 5 a.m. Sunday to 5 a.m. Monday.

### **24. Professional or Technical License Fee, and Testing Reimbursement**

The company will reimburse actual fees for professional or technical testing and licensing/certification and renewal of such that are required by law to perform our normal work. Examples of such licenses/certifications are listed below:

- Freon handling
- Certified Welding Certificates
- Class II Drivers Licenses
- Insulation Certificates for Asbestos Handling and Testing
- First Aid & CPR
- DOT Hazmat Certificate for Railroad (Outside Crew)
- High Pressure Boiler Operator Licenses
- All Classes of Stationary Steam Engineers

The company also agrees to reimburse actual fees for non mandatory professional or technical testing, licensing certification where it is deemed beneficial to the company. Examples of such licenses/certifications are:

- Certified Welding
- Journeyman and Master Electrician Licenses
- National ISA Certifications
- High Pressure Boiler Operator Licenses

### **25. Curtailment**

The temporary shutdown of mill assets.

## Procedures

- 1) Management will review work that needs to be done during curtailment.
- 2) Management determines staffing needs for the curtailment period.
- 3) Management determines what contracted work must continue during curtailment.
- 4) Management will discuss with unions and consider alternatives offered.
- 5) Curtail by craft by seniority.
- 6) If an additional work assignment arises during the curtailment period and it is determined that additional help is required, and that curtailed crews could perform these duties, management will attempt to call in curtailed crews in the following manner:
  - 7) By craft by seniority.

If management cannot reach a person we will continue down the list until the appropriate number of craft persons are reached. If the primary craft list is exhausted, the alternate craft list would be used. If after these attempts the required staffing is not reached, management would have the ability to contract the remainder of this need.

## APPENDIX B

### Hourly Rates

#### Crafts

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
1st CI Journeyperson	<b>\$31.11</b>	<b>\$31.81</b>	<b>\$32.61</b>
2nd CI Journeyperson	<b>\$30.10</b>	<b>\$30.78</b>	<b>\$31.55</b>
3rd CI Journeyperson	<b>\$29.08</b>	<b>\$29.73</b>	<b>\$30.47</b>
4th CI Journeyperson	<b>\$28.01</b>	<b>\$28.64</b>	<b>\$29.36</b>

There will be a six (6) month interval between each journeyperson level.

#### Special Rates

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
Day Leadperson 1st Class + 5%	<b>\$32.68</b>	<b>\$33.42</b>	<b>\$34.26</b>
Tour Leadperson 1st Class +10%	<b>\$34.25</b>	<b>\$35.02</b>	<b>\$35.90</b>
<b>Day Leadperson</b> <b>2nd Class + 5%</b>	<b>\$31.60</b>	<b>\$32.31</b>	<b>\$33.12</b>
<b>Tour Leadperson</b> <b>2nd Class +10%</b>	<b>\$33.10</b>	<b>\$33.84</b>	<b>\$34.69</b>
<b>Day Leadperson</b> <b>3rd Class + 5%</b>	<b>\$30.53</b>	<b>\$31.22</b>	<b>\$32.00</b>
<b>Tour Leadperson</b> <b>3rd Class +10%</b>	<b>\$31.98</b>	<b>\$32.70</b>	<b>\$33.52</b>

## Utilities

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
Crew Leader	<b>\$30.13</b>	<b>\$30.81</b>	<b>\$31.58</b>
Utilities Field Operator 1, Crew Leader Qualified	<b>\$30.13</b>	<b>\$30.81</b>	<b>\$31.58</b>
Utilities Field Operator 1	<b>\$27.27</b>	<b>\$27.88</b>	<b>\$28.58</b>
Utilities Field Operator 2	<b>\$25.61</b>	<b>\$26.19</b>	<b>\$26.84</b>
Utilities Field Operator 3	<b>\$25.32</b>	<b>\$25.89</b>	<b>\$26.54</b>
Spare 1	<b>\$20.76</b>	<b>\$21.23</b>	<b>\$21.76</b>
Fuel Handler	<b>\$20.76</b>	<b>\$21.23</b>	<b>\$21.76</b>

## Special Rates

### Training Incentive Rates

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
1st Class Engineer	<b>\$2.17</b>	<b>\$2.22</b>	<b>\$2.28</b>
2nd Class Engineer	<b>\$1.74</b>	<b>\$1.78</b>	<b>\$1.82</b>
3rd Class Engineer	<b>\$1.30</b>	<b>\$1.33</b>	<b>\$1.36</b>
4th Class Engineer	<b>\$0.88</b>	<b>\$0.90</b>	<b>\$0.92</b>
High Pressure Boiler Operator	<b>\$0.46</b>	<b>\$0.47</b>	<b>\$0.48</b>

## Outside Crew

### Above the line:

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
Level I	<b>\$23.85</b>	<b>\$24.39</b>	<b>\$25.00</b>
Level II	<b>\$22.95</b>	<b>\$23.47</b>	<b>\$24.06</b>
Level III	<b>\$22.61</b>	<b>\$23.12</b>	<b>\$23.70</b>

Laborers:

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
Level I	<b>\$22.26</b>	<b>\$22.76</b>	<b>\$23.33</b>
Level II	<b>\$21.37</b>	<b>\$21.85</b>	<b>\$22.40</b>
Level III	<b>\$20.97</b>	<b>\$21.44</b>	<b>\$21.98</b>

### Special Rates

	<b>3%</b> <b>7/1/19</b>	<b>2.25%</b> <b>7/6/20</b>	<b>2.50%</b> <b>7/5/21</b>
OS Crew Leadperson – Level I + 10-%	<b>\$26.24</b>	<b>\$26.83</b>	<b>\$27.50</b>
Track Crew Leadperson – Level I + 5%	<b>\$25.06</b>	<b>\$25.62</b>	<b>\$26.26</b>

Trainer’s Rate of \$1.00 hour while training spares for their position.

Classroom Trainer Rate is 7 1/2%

### Wage Adjustment Clause

The parties agree that the wage rates negotiated and which become effective on **7/1/19** are the agreed upon wages for those job classifications. These wage rates may only be changed by general wage increases, special adjustments or if there are substantial changes in the job. When new classifications are created or when substantial changes are made in the duties of existing classifications, the company and the unions agree to negotiate rates for the classification so created or changed. The parties shall meet and attempt to resolve the matter within 30 days of the union’s notification to the company. If no agreement can be reached, then the company will set the rates, but such rates may be subject to further negotiations at the next general contract negotiations, and any change agreed upon at that time will be retroactive to persons on the payroll of the company to such time that the company and the union agree.

When a rate negotiation is requested, the moving party will provide the written documentation supporting the reason for substantial change on each job to be evaluated.

Should the union and the company representatives be unable to agree as to whether or not a substantial change has in fact occurred the question may be referred to the second step of the grievance procedure and if necessary, to arbitration for resolution.

### **Gainsharing**

The Company reserves the right to introduce gainsharing on the same basis as other salaried employees during the term of the agreement, with the plan development and administration at the sole discretion of the company.

## APPENDIX C

### Utilities Section Provisions

#### Section 1.

The company may require new hires to have a State of Maine High Pressure Boiler Operators License.

Employees will be required to acquire a State of Maine High Pressure Boiler License after appropriate experience is acquired, six (6) months. Employees must acquire a State of Maine High Pressure Boiler Operators License within six (6) months of acquiring the above referenced appropriate experience.

If a regression occurs in the Mechanical Bargaining Unit, employees would be allowed to enter the Utilities Department (bumpable jobs) and promote up through the Utilities LOP with the appropriate operating license. Employees shall not be held to these time limits due to circumstances beyond their control.

Members of the Mechanical Bargaining Unit will be allowed to attend classes at SMCC in preparation for a State of Maine High Pressure Boiler Operators License prior to any regression.

#### A. Job Seniority

As used in this Agreement, the term “Job Seniority” shall mean the employee’s length of service in a given job classification, beginning with the date of permanent assignment to the job classification.

#### B. Utilities Section Seniority

As used in this Agreement, the term “Utilities Section Seniority” shall mean the employee’s length of service in the Utilities Department, beginning with the date of entry into the Utilities Department, either from the Laborers’ classification or from other sources. The Company retains the right to select, transfer, or hire from outside the bargaining unit, persons with previous experience or qualifications for entry level job(s) into the Utilities Section.

#### C. Promotion

When a permanent vacancy occurs and an employee is to be promoted, management will take into

consideration ability and seniority of all qualified employees. When all factors that constitute ability are relatively equal, then seniority will prevail. In the case of employees on a step progression job, as shown on the Utilities Section progression chart, preference shall be given to senior employees in the next lower job classification to the vacant position in order of their job seniority. If no such employees are qualified or cannot meet the licensing qualification, other employees in the department will be considered in the order of their section seniority. If the vacancy is not filled by employees in the Department, qualified employees who have worked in the Utilities Department and who have previously notified the Personnel Department, in writing of a desire to be considered for employment in the Department will be offered the vacancy.

- 1) The Company retains the right to hire from other sources only after following the above steps.
- 2) A temporary promotion to a box will be filled from the box below by offering the promotion to the employees in the box below by seniority. If no employee in that box accepts the promotion, the junior employee in that box will be assigned the promotion.

A permanent promotion will be offered by seniority starting in the box below the opening and continuing down the boxes in the line of progression until the promotion is accepted. If the promotion is accepted by an employee below the box immediately below the opening, the junior employee in the box immediately below the opening will be assigned the promotion until the employee accepting the promotion is fully trained and qualified.

- a) The Fuel Handler box will be the entry level position into the Utilities LOP.
- b) Employees within the same classification may request to change tours prior to the

assignment of another employee to that classification when a permanent vacancy must be filled. This request shall not be unreasonably denied and preference by job seniority shall prevail. The newly promoted employee will assume the resulting vacant tour assignment.

- 3) An employee may voluntarily request demotion to a lower rated job within their specific line of progression. The request may be granted under the following conditions.
  - a) A signed request for transfer to the lower rated job in the progression must be submitted at least thirty (30) days prior to any vacancy in the lower rated job. This thirty (30) day requirement may be waived by mutual agreement between the Company and the Union.
  - b) In order to voluntarily demote:
    1. There must be a permanent vacancy available in the lower classification or;
    2. An employee in the next lower classification must be willing to accommodate the demoting employee by voluntary promotion.
  - c) The employee who chooses to voluntarily demote themselves will regress into the next lower classification according to their job seniority, and be the junior person in that classification, by signing a Waiver of Promotion Agreement (Form 617). By doing so, they will be junior to any employee in that line of progression, who, as a result of the voluntary demotion, has been promoted above them on a permanent basis.

- d) No blockage of the line of progression will occur as a result of this voluntary demotion.
- e) All such voluntary demotions are subject to the approval of the Company and the Union.

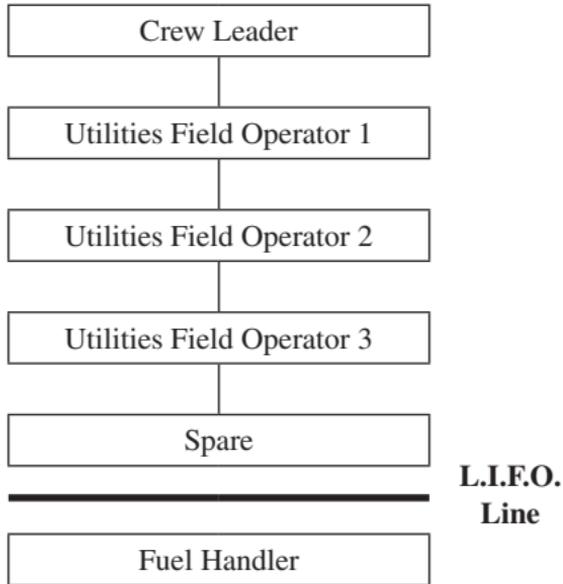
#### **D. Regression**

- 1) In the event of a work force reduction in Line of Progression Classifications, the least senior employee on the basis of job seniority in the affected classification will displace the least senior employee in the next lower classification in the Line of progression, provided all factors of ability as determined by the company are considered to be relatively equal. In the event of such a reduction in work force, a reasonable time period for training will be allowed.
- 2) Employees regressed from job classifications above the designated point (line) indicated on the agreed upon line of progression chart to classifications below this line will compare their cumulative Mechanical department seniority to determine their ability to displace the junior employee in a classification below the designated point (line) as provided in Article 13, Section 7.

#### **E. Recall Provision**

It is agreed that the recall provision as outlined in this Agreement will be used to recall to active status qualified Utilities employees laid off from the Mill for lack of work, prior to hiring outside contractors to operate Utilities facilities. It is understood that this provision does not apply under start-up conditions, when vendors are used for training and checkout purposes..

## Utilities Department LOP



Bumpable L.I.F.O. zone by Mechanical Department Seniority

In the event of layoff from the section, the provision of Article 13, Seniority shall apply below the designated point line.

### Section 2. Extended Vacancy Coverage

- a) When an extended vacancy occurs for a job in which a permanent transfer request has been made, the individual requesting the permanent transfer to the vacated shift will, at the company's option, be assigned to the extended vacancy, since s/he is senior to any spare person.
- b) Whenever the company has prior notice of a vacancy reasonably expected to last one full week or longer for any reason, the company will assign the spare person, if available, to cover the absence on the following Monday.
  - 1) Anyone who has been absent one full week or longer must obtain a return to work slip from the Medical Department and present it to the Department Manager or delegated

representative and be allowed to return to work on their next scheduled tour, twenty four hours after presentation of the return to work slip, provided those affected by the return of the employee would not as a result have less than a forty (40) hour work week.

- c) Employees may be scheduled to cover vacancies of more than one full week or longer, within their own classifications, that may be caused by extended absences where no spare person is available. These schedules will be posted at least four (4) days in advance. Classifications with vacations or vacancies may, at management discretion, be left vacant. In the case of vacations Management will notify (2) weeks in advance if the job is to be filled by the remaining employees on their time off. Employees are expected and required to work as scheduled.

Exception: One day vacations are associated with the present job of the individual.

Exception: The Crew Leader and Utilities Field Operator 1 will be scheduled to cover vacancies of more than one full week or longer, within their own classifications, that may be caused by extended absences where no spare person is available. These schedules will be posted at least four (4) days in advance.

- d) An employee may request relief, (as set forth on Form 775), from their extended vacancy coverage obligation (24 hour day). However, no more than two (2) days may be requested in any one week. Employees needing a further extension of the above “time off” provisions may present their request to the Utilities Manager for consideration. Form 775 may be used for any day of the week when on extended vacancy coverage. When a person works their day off and gives a scheduled day away on Form 775 one day of overtime will be forfeited for every scheduled day taken off.
- e) The employee seeking relief from extended vacancy coverage assumes the responsibility of ensuring at

least twenty-four (24) hours prior to the desired time off, that (s)he has followed the procedure as set forth on Form 775. Misapplication of this procedure shall not be subject to grievance against the Company.

### **Section 3. Vacation Vacancy Coverage**

- a) Employees are expected and required to work as scheduled. Exception: One (1) day vacations are associated with the present job of the individual.
- b) This procedure can only be applicable to regularly scheduled vacations.
- c) The parties are agreed that relief from obligations to cover for extended vacancies or vacations in Paragraphs (d) and (e) under Extended Vacancy Coverage will include the opportunity for the employee seeking relief to also include, as a last recourse, the ability to request that other qualified employee(s) acceptable to the Company be allowed to provide the desired relief. In this instance, the covering employee(s) shall be paid the pay rate of the job performed while providing the relief desired by his/her fellow employee. It is further agreed that the Company shall not be subject to grievance as the result of misapplication of this provision by its employees.

### **Section 4. Vacations**

- a) In any classification, only one person will be on vacation at a time (3 employees required to cover the job). One day vacation cards will not bump weeks vacation cards.
- b) Vacation will be selected by using job seniority for intervals of two (2) weeks at a time.

Example: the senior person (No.1) selects two weeks first. Next senior person (No.2) selects two weeks, then person No. 3 two weeks, and finally, person No. 4 two weeks. When this has been done, person No. 1 may then select his/her 3rd and 4th weeks. Employees Nos. 2, 3, and 4 do the same. When this has been done, person No. 1 may then select his/her 5th & 6th

weeks, with employees Nos. 2, 3, and 4, following in that order. Shift coordinators will indicate on the vacation master sheet No. 1-2 first choice, No. 3-4 for second, and finally, 5-6 for last choice. These two weeks may be taken singularly, or consecutively, during the prime vacation period between June 1 and August 31, or they may be taken during other prime time such as Christmas or Thanksgiving. Only one week of hunting season may be taken by seniority for each selection period, except weeks 5 and 6 will not apply to the one week rule.

For Example: The senior person could take Thanksgiving and Christmas. The senior person could take one week of hunting and Christmas. The senior person could not take Thanksgiving and one week of hunting, except in instances of those two weeks remaining open.

- c) A master sheet will be issued along with the vacation cards. Select the weeks you want by choice 1-2 for first, 3-4 for second and 5-6 for last choice. Return cards to the Shift Coordinator before March 1st; where any conflicts are involved, conflicted classifications will be frozen and the cards will be returned to you to be resubmitted. All conflicts must be resolved by mutual agreement, or by above seniority method, and returned to the Shift Coordinator prior to March 15th, the date on which conflicted classifications are unfrozen.

A person in a non-conflicted classification may hold his/her cards if (s)he desires, but takes his/her chances on open periods on or after March 1st.

- d) Two weeks' notice will be required before taking a vacation (extended absence due to sickness, or accident will be the only exception).
- e) No cancellations or postponements will be allowed unless due to time lost because of sickness, accident, closed or shortened hunting season. Shift Coordinators will refuse cancellations or postponements (without sufficient reason) in fairness to the majority.

- f) Time off up to 2 days following a vacation is allowed using Form IM 254 providing the forms are approved before the start of the vacation, and is limited to no more than 2 days. Extra time off, up to two days prior to the start of vacation, may be requested up to twenty four hours prior to the requested time off on Form IM 254. Such requests will not be unreasonably denied.
- g) Two (2) person job coverage is to be avoided at all times possible except when due to situations beyond our control (such as sickness or accident). During an extended absence, due to sickness or accident, on a job classification that has no available spare person, a pre-scheduled vacation may be taken only provided that job coverage can be arranged to cover a possible third vacancy.
- h) In view of a possible shortening or cancellation of the regular deer hunting season, if a hunting vacation is planned, and the season is closed, we will allow postponement or cancellation of that vacation.
- i) When the spare person has been moved up to the higher job classification his/her scheduled vacation(s) will be taken from his/her permanent classification.
- j) No more than two (2) consecutive sixteen (16) hour shifts to be worked except by mutual consent of the employee and his/her Shift Coordinator or an impending shutdown of equipment.

### **Section 5. Spare Person Provision**

- a) Utilities Department employees permanently assigned to a job classification will be required to train at least one job up. Persons will be qualified and promoted on the basis of ability consistent with the line of progression. All spares will be moved back to their permanent positions during temporary equipment shutdown when short time is involved. The schedule will change coinciding with the shutdown.
- b) If the spare person in any job classification has been scheduled for coverage on a job other than his/her

own, one (1) person on his/her regular job will be allowed to take a vacation, provided there is a spare person to fill the second vacancy.

- c) Whenever the spare person is scheduled to become the fourth (4) person in the spare job classification, and his/her own job is down to three (3) person coverage, excluding vacations, s/he will be allowed to work his/her own tours on his/her regular job during the days off from the spare job. They will not be allowed to do this if another spare person is making four (4) person coverage on his/her regular job. This will not be allowed when there are two (2) or more people from the same classification sparing other jobs.
- d) Requested training opportunity may be granted to maintain qualifications and/or needed skills to perform their job, by mutual agreement between the parties.
- e) Whenever a person in the Utilities Department has trained on any classification for a period of nine (9) days, he/she will then declare on Form 617A whether or not they wish to promote to the job they have trained for. If they desire to qualify and cover the job, training will continue. If they choose to waive their right to train, qualify and promote they must do so via Form 617A.
- f) All qualified spares for, Crew Leader who have not worked on the job for a period of twenty eight (28) days will be allowed to train “up” once each twenty-eight (28) days, upon request on time off. Fuel Handlers who are qualified U3 who have not worked the applicable job for a period of twenty-eight (28) days will be allowed to refresher train on the job once every twenty-eight (28) days, upon request on time off. All other spares will train on shift. The qualified person will notify their Shift Coordinator that they desire this training. One refusal to that assignment for vacancy will eliminate their opportunity to train up for twenty-eight (28) days.

- g) In addition to their training for required line of progression moves, employees may request refresher training in other positions in the Utilities Department for which they wish to remain qualified. Management will determine the scope and extent of the refresher training for the department. Unless management determines that the training needs to be done on overtime, this training is to be done on shift except for the allowed Crew Leader and U3 refresher training per Section 5.f of Appendix C.

Employees wishing to train for a supplemental spare position will fill out the required request form. Requests will be approved by management taking into account seniority, qualifications, and departmental needs.

Employees refusing an opportunity to work on a job will be denied a request to refresher train on that job through the next four month period.

Employees supplemental spare status will be terminated unless approved and renewed January 1st of each year by management.

## **Section 6. Staffing of Standby Boilers**

**Standby** Boilers will be crewed in the following manner.

In an emergency, management will assign qualified employees to operate them as deemed necessary. Within 24 hours the procedure below will apply:

- A. When #21 Boiler is Down
  - 1. Standby Boilers will be started by the on shift Utilities Field Operator 2 or other qualified on shift personnel. If management deems necessary these jobs may also be filled by the vacancy procedure. After they are on line, the boilers will be operated remotely by the Crew Leader from the EMC Room.
  - 2. The on shift Utilities Field Operator 1 and Utilities Field Operator 3 positions will be utilized to assist with the operations of Standby Boilers.

- B. When #21 Boiler is running and crewed:
1. Standby Boilers will be started by the on shift Utilities Field Operator 2 or other qualified on shift personnel. If management deems necessary these jobs may also be filled by the vacancy procedure. After they are on line, the boilers will be operated remotely by the Crew leader from the EMC Room. Shutdown of these units will be done on shift, or if deemed necessary, by qualified persons, using the vacancy procedure.
  2. Crew Leader will designate a qualified available person to take care of routine duties of Standby Boilers.

The Company shall provide sufficient training to all personnel involved with the operation and routine care of these boilers.

- C. When it becomes necessary to prepare (close up, fill or operate auxiliary equipment in preparation for starting) one of the standby boilers for start-up, the crew on duty will perform the work. If they are unable to do this due to operating conditions, the call in procedure for temporary vacancies will be followed. Boilers may be drained following operation, topped off prior to operation or restarted on shift by any qualified person on duty.

### **Section 7. Call-In Procedures for Temporary Vacancies**

- 1) First offered to employee on schedule time off.
- 2) Offered to employee on preceding shift.
- 3) Offered to the employee on the following shift.
- 4) Offered to the other employee in that job classification.
- 5) Offered to other qualified employees by seniority.
- 6) If none of the employees accepts the temporary vacancy the employee on the shift preceding the vacant shift will be required to fill it. The above employee may seek qualified coverage for the above shifts. This action cannot be grieved.

## Section 8. Utilities Training Incentive

All present Utilities Department Bargaining Unit Employees who are presently responsible for the operation of turbines or boilers will receive an increase in their hourly pay rate if:

- a) They receive the diploma after completing the SMCC High Pressure Boiler Course, and receive a valid High Pressure Boiler Operators License.
- b) Or they receive a diploma for completing the ICS Boiler Operators Course, Engineers Division 1, Engineers Division 2.
- c) Or as they obtain each of the following State of Maine Boiler Engineers License.
  1. Fourth Class Engineers License
  2. Third Class Engineers License
  3. Second Class Engineers License
  4. First Class Engineers License

These rates shall apply over the life of the contract. The incentive rate is increased each year by the annual percentage.

	7/1/19	7/6/20	7/5/21
1st Class Eng	\$2.17	\$2.22	\$2.28
2nd Class Eng	\$1.74	\$1.78	\$1.82
3rd Class Eng	\$1.30	\$1.33	\$1.36
4th Class Eng	\$0.88	\$0.90	\$0.92
High Pressure Boiler Operator	\$0.46	\$0.47	\$0.48

## Section 9. Trainer's Rate

All Utilities Employees will receive a trainer's rate as stated below, while training spares for their position.

	7/1/19 to 6/30/22
Trainer's Rate	1.00

## Training Rates of Pay

When an employee trains on a job, he/she will receive the greater of his/her regular rate or the rate of the job in which he/she is training.

### **Section 10. Cleaning Extras**

Cleaning extras will be filled from the cleaning list. This was originally a voluntary list established according to Department Seniority. The first person on the list will be asked to clean on the first available cleaning job. If s/he is unavailable due to previously scheduled work or vacation, they will remain on the top of the list until they can accept or refuse a cleaning extra. If a person is already working a shift on his/her regular job and accepts an extra on form 775 or IM 254 for cleaning etc. He/she will then be considered unavailable for vacancies (resulting in 24 hour coverage) until the vacancy coverage is exhausted. At this time the shift coordinator may reassign personnel, as needed. If a person has been reassigned by management he/she will remain at the top of the cleaners list.

Any person(s) affected by a temporary shutdown of equipment will be offered extras from the cleaning list ahead of other unaffected people until they accumulate 40 paid hours. If meaningful work opportunities are available, such as LEP technology compliance work (painting, labeling, etc.), it will also be offered to anyone affected by a temporary shut down.

### **Section 11. Utilities Safety Field Team**

A Utilities Safety Field Team will be formed consisting of F&O Local 3 SEIU union members from Utilities selected by the unions which will meet at least monthly with management. Members designated to be on the Safety Field Team will be notified by management when the meetings will be scheduled.

### **Section 12. Move-up Supervisor (Utilities)**

It is recognized that the bargaining unit employees may be utilized as move-up Supervisors.

Move-ups will be limited to one hundred and eighty (180) days per contract year. Move-ups of longer periods will require mutual agreement between the Company and the Union.

- 1) The Union will be notified of the situation and an estimate of the length of coverage.
- 2) Move-ups will only be used to fill a vacancy for vacations, illness, or by mutual agreement between the company and the union. If duration of the vacancy is not known, the parties will review the vacancy move-up coverage on a bi-weekly basis, and by mutual agreement, the present coverage will continue until the vacancy duration is known or the vacancy ends. Agreement will not be denied without reason.
- 3) The spare supervisor may work an extra when the vacancy is less than seven (7) days and coverage can be provided for his/her job. In addition, the spare supervisor will not be allowed to fill for a supervisor vacancy if a utility employee (on the same shift) is to be stuck on a job that the spare supervisor is a 1st or 2nd spare to, or is a job that is one above his/her permanent job for which s/he is qualified for.
- 4) The vacancy created by the Spare Supervisor will be filled by the department move-up procedure. If this directly results in three-person coverage than employees in the move-up Supervisors classification will be given the first opportunity to work three-person coverage. If they decline then employees in each preceding progression classification will be given the opportunity to work three-person coverage. If three-person coverage is declined by all classifications then the employee will not be scheduled for Supervisor coverage.
- 5) The individual will not perform bargaining unit work while assigned in the move-up position.
- 6) The move-up Spare Supervisor will not be required to promote to a classification that he/she is first spare to until completing the move-up assignment.
- 7) If a move-up supervisor elects to take vacation while moved up, the vacation will be posted on the schedule and filled per the labor agreement.

- 8) The individual will be reminded to be sure they remain a member of good standing with their bargaining unit, so as to avoid any concerns for their return to the unit.
- 9) While serving in the move-up position, the spare supervision person will not administer or participate in disciplinary action to another bargaining unit employee.
- 10) Any problems that arise to the administration of this agreement will be mutually resolved by both unions and management.

Move-up Supervisors will be required to back fill their job if working twelve (12) hours as a Move-up Supervisor. If working eight (8) hours or less, a Move-up Supervisor may work their own job and the supervisor job, provided that they work no more than sixteen (16) hours in a twenty-hour (24) hour period.

**Section 13.** Allow employees in the same classification and within the same week, to swap shifts without limitations.

## APPENDIX D

### Outside Section Provisions

#### Section 1. Overtime Procedures

##### A. Scheduled Weekend Assignment

Scheduled weekend assignments will be posted on the weekly department schedule.

##### B. Unscheduled Weekend and Holiday Crewing Procedure

The company will maintain an alphabetical list of all employees in the Outside Section. The list will be a rotating list with the word “start” designating the beginning point at which weekend/holiday work opportunities will be offered to the employees. The assignments will be posted on the weekend/holiday schedule outside the engineering offices and emailed to all mill users by 1:00 p.m. Friday (on holiday weeks the posting will be the day prior to the holiday).

1. Offer the opportunity to the people on the rotating list.
2. In the event the above procedure does not provide the necessary number of people, and there is a need to fill the open job(s), the company will offer the opportunity to the people on the appropriate alternate list.
3. In the event the above procedure does not provide the necessary number of people, and there is a need to fill the open job(s), the company will assign the junior qualified person. The junior person will be allowed to seek their own qualified replacement.

Note: In this circumstance, the alphabetical rotating list will not be altered and the “start point” will not move.

## **Daily Overtime**

The company will maintain an alphabetical list of all employees in the Outside Section. The list will be a rotating list with the word “start” designating the beginning point at which daily overtime work opportunities will be offered to the employees.

1. Offer the opportunity to the people on the rotating list.
2. In the event the above procedure does not provide the necessary number of people, and there is a need to fill the open job(s), the company will offer the opportunity to the people on the appropriate alternate list.
3. In the event the above procedure does not provide the necessary number of people, and there is a need to fill the open job(s), the company will assign the junior qualified person. The junior person will be allowed to seek their own qualified replacement.

Note: In this circumstance, the alphabetical rotating list will not be altered and the “start point” will not move.

## **Section 2. Qualifications Required**

Employees must be qualified and perform as assigned to maintain these levels. Standards are as follows:

### **Level #1 (Class A Maine Driver’s License)**

Back Hoe Operation	Compactor
Excavator Operation	Wheeler
Loader	Track Crew
Tri-axle	Dozer
Bob-cat	Filter Plant
Painter	Dump Truck
	Sludge Mixer

### **Level #2 (Class B Maine Driver’s License)**

Compactor	Wheeler
Track Crew	Dozer
Dump Truck	Filter Plant
Bob-cat	Painter

Level #3

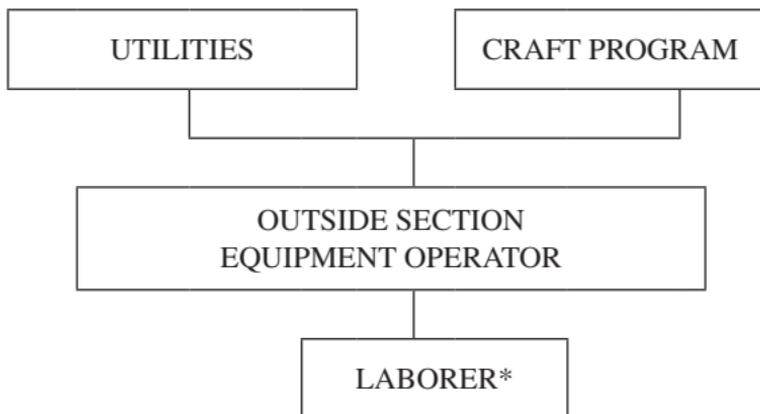
Filter Plant  
Dump Truck  
Bob-cat  
Painter

Exception to the foregoing is the laborer classification. For those who have qualified in any of the levels, their pay rates will apply only when performing those assignments and/or promoting to a temporary or permanent vacancy.

**Section 3. Summer Help**

While summer help are in the outside crew one extra person may be allowed to be on vacation.

**OUTSIDE SECTION PROGRESSION**



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\*Regression, promotion and re-assignment will be according to Article 13, Section 6.

**APPENDIX E**  
**Mechanical Department Layoff Chart**  
**Competition by Craft or Section Seniority**

**Utilities**

**Section**

Utilities  
Progression  
Appendix C

**Exhibit C**

Crafts  
1st Class (Competition by Craft Seniority)  
2nd Class  
3rd Class  
4th Class

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**LIFO ZONES**

Competition by Mechanical  
Dept. Seniority\*

a)

Fuel Handler

Store Room Parts Technician

Hold Position

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**OUTSIDE SECTION**  
**APPENDIX D**

State of Maine  
Class B Drivers  
License required

b) Equip. Operator  
Outside Section

\*When employees  
are regressed from above.

Competition by  
Mechanical Dept.  
Seniority\*

**Bumpable  
Seniority**

**Competition by Mill**

c) 

Laborer
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**\*E&I Technician, Mechanical Technician**

- a) Employees regressing into this classification must obtain a state boiler operator's license in accordance with Appendix C, Section 1.
- b) Employees regressing into this classification must apply for a class B drivers license within 30 days and successfully pass the next available examination.

## APPENDIX F

### Westbrook Drug and Alcohol Policy

**Sappi North America, Inc.**, Westbrook management and IBEW LOCAL 2233, Local 3 SEIU, IAM LODGE 2287 agree to the procedures in this policy regarding the use of alcohol and controlled substances in the workplace.

The abuse of drugs and alcohol is recognized as a major contributor to poor job performance and an unsafe work environment. It is also recognized as a disruption of family and social life, and contributes to deterioration in emotional and physical well being. It is regarded as a disease having many causes both personal and social, but a disease nevertheless, which can be arrested and successfully treated provided the affected individual is sufficiently motivated and rehabilitation efforts are aided by an understanding family, employer, associates and union.

Westbrook management and the Unions are committed to the objective of creating a workplace free of drug and alcohol abuse. Procedures in this policy are intended to accomplish this goal. The company and the Unions have no desire to dictate the private behavior of its employees/members but only to take appropriate action when conduct appears to impact job performance or present a safety concern.

The four key methods by which we intend to accomplish our objective are:

- Education of both management and bargaining unit personnel.
- Rehabilitation through the effective use of an Employee Assistance Program.
- Testing, where appropriate, of employees.
- Investigation and discipline as circumstances warrant.

#### I. EDUCATION

A joint union-management policy statement will be developed with respect to substance abuse education needs at Westbrook. A joint union-management EAP committee will provide

high quality awareness education and training programs for employees.

All employees will receive a copy of this policy and will be informed of the commitment to work toward a workplace free of drug and alcohol abuse. Appropriate management and labor officials will receive training in the recognition of drug and alcohol abuse and methods to deal with this problem.

## **II. REHABILITATION**

An effective means to motivate drug and alcohol abusers to receive treatment is through the successful utilization of Westbrook's Employee Assistance Program (EAP). Employees may use the EAP at no cost to them and use of the EAP is completely confidential. Employees may contact the EAP on a 24 hour basis for a referral or emergency crisis intervention services. In addition, the EAP counselors maintain a comprehensive and up-to-date listing of other available community resources.

This policy provides for additional benefits for substance abuse rehabilitation costs in a way that encourages people to step forward and voluntarily deal with their problem. Employees that voluntarily admit a substance abuse problem will have any expense for a public or private rehabilitation program that are not covered by the Company's group health insurance program covered by the Company, on a one time basis per employee.

## **III. TESTING**

### **A. Decision To Test**

- 1. Valid Criteria:** Any employee displaying signs of erratic behavior that any reasonable person would attribute to physical impairment will be confronted for an explanation of his/her condition. Erratic behavior as determined by any reasonable person is the criteria for testing. Erratic behavior is defined as "alleged impairment which could interfere with an employee's job performance and/or adversely affects the employee's safety or safety of others". The decision to confront an employee will generally, but not always be based on more than one sign of erratic behavior.

Confrontation of an employee will be coordinated by the employee's **immediate** supervisor or **higher ranking** salaried employee **and confirmed by the observation of another supervisory employee, managerial employee, medical department employee, or plant protection officer**, trained to recognize the symptoms of drug or alcohol abuse, impairment, or intoxication. Move-up supervisors are excluded from this confrontation.

The decision to test will be based upon a finding of probable cause to test, which means a reasonable ground for belief in the existence of facts that induce a person to believe that an employee may be under the influence of a substance of abuse.

- a. Involve Plant Protection members as appropriate.
- b. Involve the appropriate union representative if available.
- c. Do not permit the employee to continue working.
- d. Dissuade employee from driving any vehicle.
- e. Coordinate with nurse or Plant Protection Officer on duty if testing is determined to be appropriate.
- f. Keep in mind that responses to questions and requests may be affected by controlled substances or alcohol. Refusal to submit to required testing may be a manifestation of denial rather than intentional insubordination. Nevertheless, the employee needs convincing that his/her condition will not be tolerated.
- g. The employee must be informed of his/her rights under this policy.
- h. A written report of the confrontation will be made out by the salaried individuals involved within 24 hours of the incident. A copy will be forwarded to the employee and the union.

- 2) **Invalid criteria:** None of the following items can be used standing alone by themselves to indicate that an employee may be under the influence of a substance of abuse:
- a. Information received from an anonymous informant.
  - b. Information tending to indicate possession or use of a substance off-duty unless an employee is observed possessing or ingesting a substance on the Company's premises during or immediately prior to the employee's working hours.
  - c. A work-related accident.

## B. Scope Of Testing

### 1. Substances to be Tested for

- a. The following substances will be tested for in each urine sample collected:

Substance	Substance
Amphetamine / methamphetamine	Cocaine and/or metabolites
Barbiturates	Methadone
Benzodiazepines	Methaqualone
Cannabinoids	Opiates
Alcohol	Phencyclidine

- b. Testing will be done through blood samples, urine samples and breathalyzer.
- c. A blood sample may also be used for testing alcohol and cannabinoids, if requested by the employee.
- d. In the case where an employee requests a blood sample as indicated above, a urine sample will also be taken to test for the other substances.
- e. **In the event that the State Department of Health and Human Services or the**

**Legislature revise the list of testable substances or thresholds that can be tested for, this policy will be updated to reflect those revisions. Such revisions and updates to this policy will not constitute a change in this policy.**

## **2. Initial Screening Test**

- a. All samples collected will be initially screened by state certified laboratories. **The Company** and the Unions may change Collection agencies and/or testing laboratories if and when it is deemed by the parties to be in their best interests. Such change in collection agents and/or laboratories does not constitute a change in this policy, as all approved laboratories must be certified by the State of Maine and collection agents must meet licensing requirements as listed in Title 32 of the Maine Revised Statutes, as amended. **The Company** will notify the Maine Department of Labor prior to implementing such changes.
- b. A state certified laboratory will test samples using the EMIT drug abuse assays, which are rapid, semi quantitative immunochemical tests which, by assay of the respective urinary drug or drug metabolites, detect the use of specific drugs. These assays are designed as a primary screening test to detect positive samples. A negative result is evidence that the drug(s) in question are not present in excess of the detection limit of the assay.
- c. The following cutoff levels will be used for each of the substances indicated.

<b>Substance</b>	<b>Level</b>
Amphetamine/ methamphetamine	1000 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	300 ng/ml

Cannabinoids in urine	100 ng/ml
Cannabinoids in blood	10 ng/ml
Alcohol in blood or urine	<b>.02g/100ml</b>
Cocaine and/or metabolites	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	<b>2000 ng/ml</b>
Phencyclidine	25 ng/ml

### 3. Confirmation test

- a. Any positive result obtained during the screening procedure will automatically be scheduled for confirmation by Gas Chromatography/Mass Spectroscopy.
- b. The following cutoff levels will be used for each of the substances indicated. All confirmed positive samples will be retained by the testing laboratory for one (1) year. All other samples will be disposed of immediately after testing.

<b>Substance</b>	<b>Level</b>
Amphetamine/ methamphetamine	500 ng/ml
Barbiturates	300 ng/ml
Benzodiazepines	200 ng/ml
Cannabinoids in urine	20 ng/ml
Cannabinoids in blood	10 ng/ml
Alcohol in blood or urine	<b>.02g/100ml</b>
Cocaine and/or metabolites	150 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Opiates	<b>2000 ng/ml</b>
Phencyclidine	25 ng/ml

## C. Testing procedures

### 1. Sample collection

- a. The sample will be collected in the Medical Department. Collection of samples will be supervised by a licensed physician or nurse.
- b. **Urine samples:** Urine samples may be requested by the company.
  1. Employees will be required to follow the standard operating procedure of the collection facility to provide samples. No employee will be observed, directly or indirectly, while giving a urine sample. **If the donor states that he or she is unable to provide a specimen, or if the donor has not provided sufficient volume of specimen in three (3) hours from the time of the donor's first attempt, it will be considered a refusal to submit to a test as per Section IV, A of this policy. The employee may obtain, within five (5) days, an evaluation from a licensed physician, acceptable to the MRO, who has the expertise in the medical issues raised by the employee's failure to provide a sufficient specimen.**
  2. The person in charge of the collection may, in the employee's presence, measure the temperature of the specimen (within three (3) minutes of voiding), the pH of the specimen, and evaluate its color and odor. An employee who is twice found to have substituted, adulterated, diluted, or otherwise tampered with his/her urine sample will be deemed to have refused to submit to a substance abuse test.
  3. The sample shall be collected in new, clean containers manufactured for the purpose of urine collection. The container shall be sealed and labeled in the employee's presence immediately after collection

and assessment in a manner which shall prevent or reveal tampering. Seals shall cover the cap and extend over the sides of the container. The container shall be clearly and indelibly labeled with the date and time of collection and the name or other means of identification of the person from whom the sample was obtained.

4. At the request of the employee, a portion of the urine sample may be segregated and sealed in the same manner as the original sample, for testing by a laboratory of the employee's choice at the employee's expense. The employee must notify the company in writing within five (5) days of the sample collection of the name of the testing laboratory which the employee has selected. The laboratory must be certified by the Department of Human Services.
  5. If the test in 4, above, proves to be negative, the company will reimburse the employee for the amount spent for the segregated sample test. No further testing shall be required.
- c. **Blood samples:** If a laboratory is available which offers testing of blood for alcohol or marijuana metabolites, an employee may request that a blood sample be taken instead of the urine sample for alcohol or Cannabinoids. If the employee chooses a blood sample, a urine sample will also be taken and tested for the other substances listed in Section IIIB1a.
1. **Blood specimens will be collected at Concentra Health Services or another available state certified collection site.**
  2. Blood specimens shall be collected in new vacuum-activated blood collection tubes with which preservatives as required by the available testing lab. The samples shall be sealed with tamper-resistant seals

covering the cap and extending over the sides of the container. Each container shall be clearly sealed and labeled in the presence of the employee.

3. If the blood sample test results are negative for all substances of abuse tested for in the blood sample, the company shall pay the costs for testing. If the test results are confirmed positive for any of the substances of abuse tested for in the blood sample, the employee shall pay the costs of testing.

## **2. Sample transportation**

- a. Samples shall be transported or shipped promptly to the testing laboratory in a secure manner. Samples which must be stored must be refrigerated within one hour at less than six (6) degrees Celsius for no more than three (3) days, or frozen at -20 degrees Celsius for no more than two (2) weeks before shipment.
- b. A chain of custody record shall be established for each sample, listing each person having control over the sample, and the dates and times of each transfer.

## **3. Testing and reporting**

- a. Both the initial screening and confirmation tests will be performed by a laboratory licensed by the Department of Human Services.
- b. The results of the tests will be sent to the Medical Department and reviewed by the Medical Director. Employees will be notified of confirmed positive results at a meeting with the Human Resources Manager, the Medical Director and the employee's supervisor. Upon request, the employee will be given a copy of the laboratory report. The employee will be informed that **he/she has the right to have** a union representative present. At this meeting, the employee will be told how to

contest the accuracy of a confirmed positive result, including how to request testing of the segregated sample, if one was taken at the time of the initial test.

#### **4. Appeal procedures**

- a. Within ten (10) days of the meeting at which an employee is informed of a confirmed positive test result, the employee shall submit a written request that the segregated sample be tested.
- b. The company (or the company's laboratory if it has been storing the samples) will ship the sample to the designated laboratory for testing according to the procedures stated in this policy. The segregated sample will be tested for the substances listed in Section IIIB2c of this policy, using the cutoff levels listed in that section.
- c. Results of the test will be mailed by the testing laboratory to both the company and the employee.
- d. If the segregated sample is confirmed negative for all substances tested for, the initial positive result will be void and all records destroyed.
- e. **The employee may submit information explaining or contesting the test results within three (3) days of notice of the confirmed positive result. This information will be reviewed by the Medical Director or his/her representative who shall have the authority to nullify the results of a confirmed positive result and order a retest or affirm the results of the confirmed positive result. The testing laboratory will retain records of the results in a numerical or quantitative form for at least two (2) years.**
- f. **If the segregated sample is also confirmed positive for any substance of abuse tested for, the employee will have the same rights to rehabilitation as provided in this policy.**

## D. Post Testing Responsibilities

1. **Annual Summary:** The Company shall compile annual statistics of results of all substance abuse tests and submit them to the Maine Department of Labor. There will be separate categories for applicants and employees. Names of persons tested shall not be identifiable from the report.
2. **Confidentiality:** Except as otherwise specified in this policy, results of urine and blood tests performed there under will be considered medical records and held confidential to the extent permitted by law, and will be released only to the following:
  - a. The employee tested.
  - b. Medical and Human Resources Management.
  - c. A provider or rehabilitation or treatment services
  - d. As required or permitted by State and Federal law.
  - e. For use in any grievance procedure related to the imposition of the test or the use of the test results.
  - f. For use in any administrative hearing related to the imposition of the test or the use of the test results.
  - g. For use in any civil action related to the imposition of the test or the use of the test results.
3. The results of any substance abuse test required, requested, or suggested by the company will not be used in any criminal proceeding.
4. **Policy Changes and Amendments:** Any changes to the policy must be submitted to the Maine Department of Labor for approval prior to implementation. Employees must be given a copy of any change in the written policy approved by the Maine Department of Labor at least sixty (60) days before any portion of the change applicable to employees takes place.

Any administrative problems or changes in the Maine State Laws that would require alteration to this policy will be reconciled jointly.

#### IV. INVESTIGATION AND DISCIPLINE

##### A. **Refusal to Submit to Test**

If an employee refuses to submit to substance abuse tests requested or required by the company, it will be viewed the same as a positive result. If a person admits being under the influence of controlled substances, it will be viewed the same as a positive result, but no test will be required.

##### B. **While Waiting for Test Results**

Until the test results are received from the laboratory, an employee may be suspended with full pay and benefits without a reduction in pay or benefits.

##### C. **Confirmed Positive Result:**

1. **Opportunity for Rehabilitation:** An employee who receives an initial confirmed positive result shall have the opportunity to participate for up to six months in a rehabilitation program designed to enable the employee to avoid future use of a substance of abuse. The employee may use Westbrook's Employee Assistance Program to locate and enroll in a rehabilitation program, the cost of which may be covered under the company's group health insurance plan. To the extent that any expenses are not covered by the company's group health insurance plan, the cost of public or private rehabilitation will be shared equally by the company and the employee. The employee's portion may be paid by payroll deduction.
  - a. During the rehabilitation program, the employee may be subject to testing by the rehabilitation provider. Such testing need not comply with this policy. The company will not require, request or suggest any tests while the employee is participating in a rehabilitation program, and the results of

any tests performed by the provider will not be released to the company.

- b. An employee may apply accumulated vacation, sick, or leave time (if applicable) to participate in a rehabilitation program, but need not be paid for any remaining time spent in rehabilitation during which the employee is unavailable for work. Employees will be paid at their regular rate for any work performed during the rehabilitation or treatment program.
2. **Refusal to Participate in Rehabilitation:** The rehabilitation or treatment provider will notify the employer if the employee fails to comply with the prescribed program. An employee who refuses to participate in or fails to comply with the prescribed treatment program in an employee assistance program or a public or private rehabilitation program after a confirmed positive result shall be subject to discipline up to and including discharge, and will not get A&S benefits.
  3. **Post-Rehabilitation:** Upon successful completion of a rehabilitation program, as certified in writing by the treatment provider, the employee is entitled to return to his/her previous job unless conditions unrelated to the testing make return impossible (e.g., a downturn in business, layoffs). Reinstatement must not conflict with any provision of the collective bargaining agreements.
    - a. **Subsequent Confirmed Positive Result:** An employee who receives a subsequent confirmed positive result will be subject to immediate discipline up to and including discharge. Each case will be viewed on an individual basis and considered on its own merits.
    - b. When it becomes necessary to impose discipline for infractions falling within

the discipline provisions of the Alcohol and Drug Policy, such discipline will be proportional to the infraction and shall be based upon “just cause”.

- c. Disciplinary action administered under this Policy, will conform with the Labor Agreement.

**D. Voluntary Admission of a Substance Abuse Problem**

Employees are encouraged to admit a problem with substance abuse before it has an adverse effect on their job performance. Employees who are experiencing problems with substances of abuse are encouraged to enter the Westbrook’s EAP. Employees who voluntarily admit to a substance abuse problem and complete a treatment program, will have the same protection as employees who never tested positive.

- E. **Move-Up Supervisors** are excluded from administering of discipline in accordance with the Labor Agreement.

- F. **The Bargaining Unit** is hereby assured that **Sappi North America, Inc.** Westbrook’s Employee Drug Testing Policy has been drafted by **the Company** and will be implemented by **the Company**. Although the Bargaining Unit has agreed to the policy’s provisions, action taken pursuant to those provisions will be taken by **the Company**, and the Bargaining Unit are not responsible for, nor will they be held liable for, action taken by **the Company** pursuant to the policy, including drug testing, disciplinary action, and counseling. **The Company** will indemnify and hold harmless the Bargaining Unit from and against any and all claims incurred or suffered by the Bargaining Unit arising out of **the Company’s** implementation of its Employee Drug Testing Policy and **the Company’s** actions there under, provided, however, that **the Company** shall not hold harmless or indemnify the Bargaining Unit for claims incurred or suffered by the union arising out of **the Company’s** implementation of its Employee Drug

Testing Policy which claims arise out of or are caused by the Bargaining Unit's own negligence.

- G.** The company will include a copy of §689 of the Maine State Laws on drug testing to this Drug Policy.

### **§689. Violation and Remedies**

This section governs the enforcement of this subchapter.

- 1. Remedies.** Any employer who violates this subchapter is liable to any employee subjected to discipline or discharge based on that violation for:
  - a. An amount equal to three (3) times any lost wages;
  - b. Reinstatement of the employee to the employee's job with full benefits;
  - c. Court costs; and
  - d. Reasonable attorney's fees, as set by the court;
- 2. Breach of confidentiality.** In addition to the liability imposed under subsection 1, any person who violates section 684, subsection 4, paragraph C, or section 685, subsection 3:
  - a. For the first offense, is subject to a civil penalty not to exceed \$1,000, payable to affected employee, to be recovered in a civil action; and
  - b. For any subsequent offense, is subject to a civil penalty of \$2,000, payable to the affected employee, to be recovered in a civil action.
- 3. Harassment.** In addition to the liability imposed under subsection 1, any employer requires or repeatedly attempts to require an employee or applicant to submit to a substance abuse test under conditions that would not justify the test under this subchapter or who without substantial justification repeatedly requires an employee to submit to a substance abuse test under section 684, subsection 3:

- a. Is subject to a civil penalty not to exceed \$1,000, payable to the affected employee, to be recovered in a civil action; and
  - b. For any subsequent offense against the same employee, is subject to a civil penalty of \$2,000, payable to the affected employee, to be recovered in a civil action.
- 4. Enforcement.** The Department of Labor or the affected employee or employees may enforce this subchapter. The department may:
- a. Collect the judgment on behalf of the employee or employees; and
  - b. Supervise the payment of the judgment and the reinstatement of the employee or employees.

**H. Random Testing**

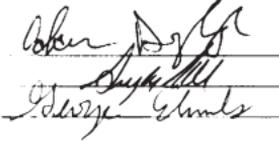
The Company and the Union agree to jointly develop a random drug testing policy during the term of the agreement. The agreed purpose of the policy will be to ensure a safe workplace and to ensure that employees are not under the influence of drugs or alcohol at work. When agreement is reached on such a policy, it will be implemented. Such policy will comply with state and federal law.

# Maintenance Contract Signature Page

7/1/2019 - 6/30/2022

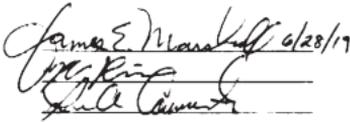
## For the Union

IAM & AW, Lodge 2287



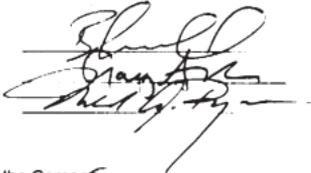
Adam Doughty  
Gregory Connell  
George Edwards

IBEW Local 2233



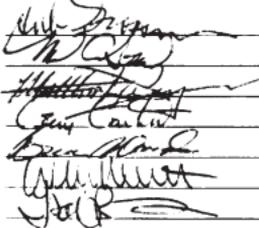
James Marshall  
Zachary Dinsmore  
Lee Carpenter

F&O Local 3 SEIU



Brendon Wormell  
Craig Anderson  
Michael A. Byrnes

## For the Company



Herb Grossman  
Michael Standel  
Matthew D. Reyer  
Gary Couture  
Brian Woods  
William Millett  
Lisa Patterson

Sappi Westbrook/Trades 2019 Negotiations  
Tentative Agreement  
June 25, 2019

**MEMORANDUM OF AGREEMENT**

As a result of the craft combination, the current remaining grandfathered employee will become an incumbent of the Mechanical Technician classification on December 31, 2020.

The grandfathered employee until that time will be considered an incumbent of the Mechanical Technician classification (with a current hourly rate of \$27.70\*) for the purposes of vacations, seniority, and all overtime procedures.

\*Rate increased each year by the annual percentage.

For the Company:

Rob Gronow 6/25/19  
Date  
W. O. Carter 6/25/19  
Date  
Matthew D. Jones 6/25/19  
Date

For the Union:

George Gluck 6/25/19  
Date  
Al Doyle 6-25-19  
Date  
James F. Marshall 6-25-19  
Date  
Shane P. 06/25/19  
Date

**Memorandum of Agreement  
Mechanical Department – Sappi Westbrook  
- Snow Removal -**

The parties agree to the following:

- A sign-up list will be made available to workers from the Maintenance Department to volunteer to assist the Outside Section with snow shoveling, salting, sanding and any other snow handling needs as they arise. To sign-up or remove their name from the list the employee needs to contact the department administrator.
- This list will be used for either Pre-arranged or Call-in work after the Outside Section procedures have been exhausted. This will include bypassing the weekend assignment procedures by going directly to this list.
- Employees accepting these work opportunities understand that such work is not in lieu of their regular scheduled work and Management shall release such employees to accommodate their reporting time.
- Volunteers will be used when needed on one 8 hour shift basis. If the storm requires continued use of volunteers, new volunteers will be scheduled or called for the next shifts.
- Tour crew craft volunteers will be used only on their scheduled time off.
- This volunteer list is extended to Utility employees. The Maintenance Craft list of people will be exhausted before the Utilities list will be used.
- This agreement will be in effect until either party terminates the agreement with a 30-day written notice. The agreement is entered into without precedent or prejudice and can be superseded by either party.

For the Union:  
*John E. Mansfield* 173542233  
*Paul D. Dwyer*  
*David F. [unclear]*  
*Bill P. [unclear]* NCFD 1030

For the Company:  
*Bruce [unclear]*  
*[unclear]*  
*Will [unclear]* 12/11/03

Date: 12/11/03

Date: 12-11-03

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