

Memorandum of Agreement

By and Between

Billerud, North America – Escanaba Mill (the “Company”)

And

United Steel, Paper and Forestry, Rubber, Manufacturing, Allied Industrial and Service Workers International Union (the “USW”) on behalf of it’s Local 2-21

I. Term of Agreement

Five-year agreement, effective from the date of ratification.

II. Economic Terms

a. Wages

Exhibit A: USW Local 21 Wage Rates and Lines of Progression

Effective first full pay period after ratification and in subsequent years.

1st Year – 3%

2nd Year – 2.5%

3rd Year – 2.5%

4th Year – 2.5%

5th Year – 2.5%

b. Ratification Bonus

First Vote Ratification by October 31, 2022: Bonus of \$3,000 (**for all employees with 30 or more days of service**).

Company will move the 12-hour shift schedule to regular Dupont 12-hour schedule January 2023.

c. Wage Adjustments

- i. Paper Machine Lines Wage Adjustments:** Effective first full pay period after ratification. Upon ratification of agreement the Company proposes that all current wage

rates for the E1, E3 and E4 Paper Machines (PM) systems (OMC, Supers, Winders, Color) will be adjusted to the highest current rate across all three.

d. Wage Adjustment for Self-Managed Duties

The Company will develop appropriate procedures, training, and updated resources for employees who will perform self-scheduling duties. The Company will work in a collaborative manner with the Union and the effected department personnel on self-scheduling duties and procedures prior to the area taking on the self-scheduling duties. Upon implementation of the process for filling short notice vacancies which occur after the schedule is posted, employee's performing self-scheduling tasks who do not currently perform this task will receive a \$.50 per hour premium. The parties may (with mutual agreement) delay or not implement self-scheduling in a particular department or area.

e. Shift Differentials

Effective first full pay period after ratification and for subsequent years with additional increase.

Shift differential for second, shift third shift, and Modified Dupont 12-hour shift will be as follows:

1st Year \$.30 (2nd shift), \$.50 (3rd Shift) & \$.52 (12-hour shift), upon ratification of agreement
2nd Year \$.35, \$.55 & (\$.57)
3rd Year \$.40, \$.60 & (\$.62)
4th Year NC
5th Year NC

f. Active Medical

- i. The Company will make the current Medical HRA (Health Reimbursement Account) Advantage Plan available for bargaining unit employees during the term of this agreement. The cost for this Plan shall be borne at 80% by the Company and 20% by the employee. The Company and the Union agree that if the Plan premium renewal increases and/ or decreases effective for 2 consecutive years exceeds a total of 14 percent, the Company and the Union will come to mutual agreement on Plan design changes that will reduce the combined increase to 14 percent or less. Any required Plan design changes will be effective the next January following the review.
- ii. Beginning January 1, 2024, the Company may offer an additional High Deductible Plan (HDP) option that will include a Healthcare Savings Account (HSA). The Company agrees to pool the HRA and HSA plan experience for bargaining unit employees for the purposes of calculating HRA plan premiums.

- iii. Effective January 1, 2024, Billerud will participate in the Payer Matrix specialty drug program and specialty prescription drugs will be excluded from the medical plan. Employees will participate with this process by submitting all necessary information to qualify for applicable Manufacturers' co-pay assistance plans or similar discount plans. Employees that fail to supply the necessary information to qualify for the specialty drug alternative financing program will be required to pay the full retail cost of the specialty drug. If the member does not qualify for the alternative financing program offered by the drug manufacturer, the plan will make an exception to cover the drug subject to the employee's deductible, co-pays and any other out of pocket expense.

g. Accident & Sickness

The weekly A&S benefit (up to 26 weeks) for active bargaining unit employees will be as follows:

Currently: \$480

- January 1st, 2023: \$565
- January 1st, 2024: \$575
- January 1st, 2025: \$585
- January 1st, 2026: \$595
- January 1st, 2027: \$605

h. One day at a Time Vacation for Tour Workers.

Beginning with calendar year 2023, employees with two (2) or more weeks of vacation will be offered the opportunity to convert one (1) week of vacation into individual days.

- a) Employees on a 12-hour shift will receive four (4) individual days and employees on an eight (8) hour shift will receive five (5) individual days. Employees must elect this option during the vacation scheduling period each year. Employees who indicate they will be taking single days can also pick them (all or some) during the vacation scheduling period (in order of seniority) after all full weeks have been scheduled.
- b) These single days will be available for use on February 1, 2023, for the initial year and January 1, for subsequent years.
- c) If not already scheduled during the vacation scheduling period, employees must request approval for single day vacations by the Wednesday prior to the week in which day(s) are to be used. These days will be granted on a first come first serve basis. It is understood that if the granting of the request would create a scheduling problem, a hardship on other employees, or exceed the department vacation guidelines as established by the Company, the request may not be granted.
- d) Full week vacation requests and paid personal day requests will take precedence over single day vacation requests.

- e) Single day vacations must be taken or paid to the employee within the calendar year.

III. Language Revisions – Changes are highlighted, some original language is omitted here because there are no changes.

Article 10 – HEALTH AND SAFETY

Section 2. A Safety Leadership Committee will be established to oversee safety for the facility. The Mill Manager and the Union President or designee will co-chair the group. The Safety Leadership Committee will be comprised of an equal number of participants from the Union(s) and the Company. Each party is responsible for selecting its respective participants. The parties are committed to developing a more collaborative approach to safety. In order to do this effectively, the parties agree to approach issues with a stated commitment of resolving the issues that impact employee safety.

Recognizing the responsibilities of providing a safe work environment, the parties agree that if consensus is not reached on any particular issue, the Mill Manager shall make the final decision.

Section 3. The Union and the Company are committed to improving safety performance at the Escanaba facility. A Central Safety Committee shall be established and will be comprised of hourly and ~~or~~ salaried employees elected by their respective areas of the mill. The Central Safety Committee shall act in an advisory capacity to the Safety Leadership Committee and, to the extent practical, will be guided by the following:

Section 4. Fitness for Duty

The Company may at any time require a medical examination of any employee should such appear advisable as a sanitary or safety measure. (This provision does not apply to on-site emergency situations). Such an examination will ~~to~~ be made by a physician of the employee's choice at the Company's expense. This physician shall be within a ~~400~~ 350 mile driving radius of the mill. The Company shall cover mileage to and from the facility, time lost if scheduled, meals for the employee and hotel expense (Holiday Inn or equivalent) if an overnight stay is required. ~~The Company reserves the right to a second opinion or review by a healthcare provider with appropriate specialty who is agreed upon by the Company and the Union, and paid for by the Company. The independent medical examiner's decision will be final in regards to the employee's Fitness for Duty.~~

Section 5. All employees will be given proper safety training. The employees are to comply with all safety rules as established by the Company and applicable state and federal statutes. The Union recognizes the Company's right to establish, change and update reasonable plant and departmental safety rules.

Section 6. Employees will be provided copies of their periodic audiometric examination results upon written request

Section 7. If the Company determines that an employee injured at work requires medical attention not available at the Company's Health Services, the employee will be sent to a doctor or hospital as soon as possible. If an employee is exposed to hazardous chemicals (as determined by the Safety Data Sheets), following examination and if recommended by Health Services (or a medical professional), the employee shall be ~~can request to be~~ tested to determine the level of exposure. In the event that the testing is available and cannot be conducted on site by the Health Services Department, the Company will identify the closest appropriate testing facility and will

have the employee tested at Company expense. Should there be a dispute of whether or not the employee should be tested, the issue will immediately be discussed between the Mill Manager and Union President. Final decisions will be made by the Mill Manager.

Article 12 – Seniority

Only showing language that has been changed, all original language not listed remains unchanged:

In the event that an employee successfully bids a position and has a temporary disability, the Company will fill the bid position with a mill trainee for a period not to exceed ~~three (3) months~~ ninety (90) calendar days. At the conclusion of the initial ~~three (3) month period~~ ninety (90) calendar days, the medical status of the employee will be reviewed by Health Services. If the evaluation concludes the employee will not be able or fit to perform the essential functions of the position within the following ~~three (3) month period~~ ninety (90) calendar days, the Company will re-bid the position. If the employee is in a position where they will be able and fit to perform the essential functions of the position within the second ~~three month period~~ ninety (90) calendar days, the mill trainee will continue to fill the position until such time as the employee is ready to assume the position.

Each temporary disability situation will be evaluated independent of all other temporary disability situations.

Section 2. Excluded Job:

An employee ~~permanently~~ promoted or transferred to any ~~excluded job classification non-bargaining unit position~~ within the Company ~~over which no union has jurisdiction, and is in good standing with the Union,~~ shall be entitled within ~~six (6)~~ three (3) months of their transfer, ~~if still an employee of the Company,~~ to exercise their job seniority on their previous job in case of a discontinuance of their ~~non-bargaining~~ position, or if they are unable to satisfactorily perform the duties of ~~the their~~ new position. The seniority of an employee permanently promoted or transferred ~~to an excluded job classification under this Section~~ shall continue during the ~~six (6)~~ three (3) month period referred to above. Should the employee be transferred back to their former position during the ~~six (6)~~ three (3) month period ~~for the reasons outlined above,~~ employees affected by the transfer will go back to their former ~~department job~~ with full seniority. It is hereby agreed that the ~~six (6)~~ three (3) month limit will be subject to renewal by mutual consent of the Company and the Union.

Section 3. Seniority Retention

Any employee who may be transferred to a job in another department within the jurisdiction of the Union shall retain their seniority on their former job.

This seniority may not be used, however, except in the event of a permanent crew reduction, or if within a period of ~~three (3) months~~ ninety (90) calendar days of date of transfer they are unable to satisfactorily perform the duties of the new job.

When an employee is disqualified for any reason from a temporary or permanent job within 90 calendar days, the disqualified employee will return to their former job with no loss of seniority. All other employees affected by the disqualification, move back to their former position(s) without loss of seniority. The employees who were affected by the disqualification will hold reinstatement rights to the position they were bumped from.

Section 4. Job Posting

When a known permanent job vacancy occurs on a starting job in a line of progression or on a job that is not in a line of progression, notice of such vacancy shall be posted simultaneously and awarded in accordance with the following sequence:

- Step 1. Posted for seventy-two (72) hours exclusive of non-operating days to employees within the department in which the vacancy occurs (Applicable seniority: Department)
- Step 2. Posted for seventy-two (72) hours exclusive of non-operating days, Saturdays and Sundays, to all employees within USW. (Applicable seniority: USW and/or Mill Trainee Placement referred to in Article 31)
- Step 3. If the job vacancy cannot be filled following the steps outlined above, the Company shall fill the vacancy as it sees fit under the provisions of the Labor Agreement.

Employees may bid into a new or open position utilizing the following guidelines:

1. When an employee requests to bid into a new position, he or she retains the right to transfer back into his or her former job or department within fourteen (14) days in such new position without loss of seniority. **It is understood this right does not apply to Mill Trainees as they have no immediate previous department seniority. Employees who exercise this right will be subject to an 18 month bid restriction.**
2. Employees who accept a bid and then request a return to their former position will not be permitted to file another transfer or bid request for a period of twelve (12) months **from the date of such request. This includes declining a bid after having accepted it but before having been moved to the new job bid. It is understood that when someone is awarded two separate bids within one week of each other, the employee will have the choice between the bids with no additional penalty or restriction.**
3. Employees who accept a bid to another job must remain in that position for a minimum of twelve (12) months before they will be allowed to **be awarded a bid again.**
4. The twelve month **bid restriction** rule will not apply in the following circumstances:
 - a) Where an employee is displaced as a result of a machine or department shutdown or changes in a line of progression, the initial job bid or placement after the bump as a result of such move is excluded from the twelve (12) month rule

- b) The company determines that the employee is no longer qualified for whatever reason.
 - c) During the term of this contract, an employee may, on a one-time basis, bid and be awarded a day job or higher paying job. It is understood that for the purpose of defining a “higher paying job” as referenced in Article 12, Section 4, Number 4(c), a mill trainee’s job rate will be the Mill Trainee (base rate) as spelled out in Exhibit A of the CBA.
 - d) When an employee is called and offered the bid, they are responsible to accept or decline it by the end of the business day two (2) business days after being properly notified of the bid award either in person or by a phone conversation (business day ending being 3:30 pm ET, and business days not to include contractual holidays or weekends). If an awarded bidder has not accepted the bid within this time frame, it will be considered a decline.
 - e) When an anticipated bid is posted for a retirement or known upcoming vacancy, the actual vacancy or retirement date will be used to determine eligibility for those under a bid restriction.
5. Job bids will be awarded to the senior qualified employee
 6. The Company agrees to transfer employees to bid jobs within thirty (30) calendar days of winning the bid unless mutually agreed to by the appropriate Union and Company officials.
 7. The Company agrees to maintain an updated list of bid restrictions including the employee’s name, job bid that resulted in the restriction, date of restriction start/end. This list will be made available to all employees on Company intranet and/or posted weekly in Time Clock Alley.

Section 8. Probationary Employees - Revise language as follows:

All new employees shall be classified as a “Probationary Employee” during ~~the~~ their first ninety (90) calendar days of continuous employment, after which time they shall be considered regular employees with mill seniority dating back to their date of employment. ~~The~~ Their probationary period can be extended by a mutual written agreement for up to an additional ninety (90) calendar days. The discharge of a “Probationary Employee” shall not be subject to the Grievance Procedure. The periods set forth above shall be extended for the period of time an employee is absent from work on an approved leave of absence or layoff. If an employee’s probation is extended, the Union and affected employee will be given written notice of the extension length and their new probation end date. A copy of this notice will also be placed in the employee’s personnel file.

Section 11. Seniority Break

Seniority shall be broken for the following reasons:

1. If an employee voluntarily quits work.
2. A proper discharge.
3. When they are absent for ~~six (6)~~ more than three (3) consecutive ~~scheduled shifts~~ without notifying the Management.
4. Whenever an employee who has been laid off shall be called to work and shall fail to signify within six (6) days after such notice any intention of reporting for work or fails to report to work within fourteen (14) days after receiving notification from the Company unless they are precluded from reporting for work for a reason outlined in Article 18 Necessary Absence. (The Local Union shall receive a copy of such notice from the Company). The Company will send notice to the last contact information on record. The employee is responsible for notifying the Company of any changes in contact information.

ARTICLE 13. TEMPORARY TRANSFERS

The temporary transferring of employees between jobs, shifts and departments in order to maintain efficient and/or economic operations is the sole right of management. When employees are temporarily transferred from their regular job to fill a vacancy, they will be paid as follows (this does not apply to transfers as a result of job bidding or bumping)

1. An employee transferred to a lower rated job, ~~or an employee offered and accepts to work a lower rated job~~ shall continue to receive their regular job rate in conformity with the Company's current wage schedule (Exhibit A).
2. An employee transferred to a higher rated job and who performs the job duties and responsibilities of the higher job classification, or they are offered and work overtime on a higher rated job, will be paid the rate which has been established for the higher rated job in conformity with the Company's current wage schedule for each hour worked in the higher rated job.

When a job has been shut down, the employee can be temporarily transferred to fill other job vacancies anywhere in the mill, for any length of time, provided no one else performs their job while they are transferred elsewhere.

There will be a four (4) hour limit on transfers when the employee's job is still running and the remaining crew is covering their vacated duties. In a case where the need extends beyond the four (4) hours, all vacancy procedures must have been exhausted ~~for all affected jobs or people~~, and it must be shown that the area cannot operate without the transferred employee before that individual can be held longer. This restriction is not applicable in the event the transferred employee's job is not running.

When the job is still running, only the junior qualified employee(s) in a progression will be transferred to fill job vacancies outside of their department.

Clarification: This Article applies only when employees are transferred off their regular job to fill a vacancy elsewhere. It does not apply when employees perform other duties as part of their regular job as described under Article 33. Operational Flexibility.

C#15: Article 16 (Hours of Work and Overtime), Section 7. (Overtime Assignments)

Revise language as follows:

Section 7. Overtime Assignments

Insofar as practicable, overtime shall be distributed equally among qualified employees within the department and within their respective trade groups and job classifications.

~~Overtime distribution procedures governing the assignment of overtime within certain departments are included in a booklet entitled Overtime Procedures.~~

The Company will develop appropriate procedures, training, and updated resources for employees who will perform self-scheduling duties. The Company will work in a collaborative manner with the Union and the effective department personnel on self-scheduling duties and procedures prior to the area taking on the self-scheduling duties. Upon implementation of the process for filling short notice vacancies which occur after the schedule is posted, employee's performing self-scheduling tasks who do not currently perform this task will receive a \$.50 per hour premium. The parties may (with mutual agreement) delay or not implement self-scheduling in a particular department or area.

The parties agree that ~~vacancy procedure~~ errors made by self-scheduled personnel will not be remedied by paying the effected person(s) if the parties do not fill out a temporary vacancy form. It is understood that errors made by self-scheduled personnel may subject the employee to the disciplinary procedure under misconduct rule #26 (Failure to meet performance standards).

ARTICLE 16. HOURS OF WORK AND OVERTIME

Section 1. Purpose

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Section 2. General

- E. Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective departments. It is the intent of this Agreement that scheduled hours of work and scheduled days off for employees shall be posted by 2:00 p.m. on Thursday of each week for the following week unless operating or customer requirements beyond the Company's control dictate otherwise.

Section 3. Overtime

Overtime shall be paid at the rate of time and one-half for the following:

- A. All time worked in excess of an employee's regularly scheduled shift or for all the time worked in excess of forty (40) hours in any one week, but not both. Only actual time worked shall be used in determining the number of hours to be eligible for overtime pay. Overtime pay will not be calculated on hours paid but not worked.
- B. Employees who are required to work on their day off will also be paid time and a half, provided the employee works all other scheduled days that work week. Pre-approved absences of a full or partial shift during any other scheduled days that work week will not void overtime pay from

working days off provided it is approved by supervision. **It is understood a tardy of less than 1/3 of the shift that occurs because the employee reported late to work does not void overtime pay.**

- C. Each area/department will develop a procedure to fill overtime vacancies that is mutually agreeable to the area/department, the Union and the Company.
- D. If the vacancy is filled at step 7 of the process with a team member from the trainee pool or in a utility relief position and this would have been their day off, the Company will pay time and ½ for working the vacancy.

Section 4. Sunday and Holiday Work

All work performed on Sunday and holiday periods as designated in Article 23 shall be paid at the rate of time and one half. Premium pay, including Sundays and Holidays, for all employees shall be 1.5 the rate of the job an employee is performing at the time the work is performed.

Section 6. Reporting Time

When an employee reports for work on their regular shift and work is not available and said employee has not been notified prior to the starting time not to report for work, said employee shall receive two (2) hours straight time pay or at least four (4) hours work at regular pay unless such failure to provide work is caused by a breakdown. An attempt will be made to personally notify the employee when practicable; however, notice posted on the bulletin board before the expiration of the shift on which the employee last worked, or telephoned to the employee's last reported place of residence two (2) hours prior to their starting time or personally notified by a supervisor, shall suffice for the purpose of this provision. **It is agreed and understood that voicemail and text is insufficient notification when an employee will be forced per the vacancy procedure. The Company will use current and new technology to provide notification such as texting, and utilizing voicemail with follow on acknowledgement by the employee, etc.**

When an employee has been absent for one (1) day or more and reports for work without having notified the Company twelve (12) hours in advance, work may be denied for that day.

It is agreed that the time for the start of the employee's shift or day may be changed at any time by the management upon **verbal acknowledgment** notification to the employee before the end of their last preceding shift, provided such change is deemed necessary for the most efficient operation of the plant.

Section 9. Pyramiding of Overtime

A. Overtime payments shall not be duplicated or pyramided for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions, except as specifically provided for in Section 9B, 9C, and 9D below.

B. Time worked on the holidays specified in Article 23 **or** for time worked on a scheduled off day under Section 3B of this Article shall be included in determining weekly overtime if such holiday time or scheduled off day time occurs prior to the accumulation of that number of hours, not subject by law, to premium compensation.

C. When held over from the full third shift Sunday to work continuously into the first shift Monday.

D. When held over from the full third shift on a paid holiday to work continuously into the first shift the following day.

Section 10. Alternate Work Schedule (12 hour shifts)

The Escanaba mill is an eight-hour mill. There will, however, be two 12-hour rotation options for production tour workers as an alternate schedule. Each complex must agree on the same 12-hour rotation. For example, E3 complex from the paper machine through the rewinders must select either option 1 or option 2. The paper machine and supers cannot be on option 1 and the rest of the complex on option 2. Everyone in E3 must be on the same 12-hour rotation. Any new rotation options must be mutually agreeable to by the Company and the Union.

~~**Shift Differential**—Will be eliminated for 2nd shift under the 12-hour rotation and will only be paid for the 6:00pm—6am shift, but will be increased to \$.466/hour See Company economic proposal C#33 (This applies only to alternative schedules that are cost neutral).~~

Reporting Pay – Will continue to be paid in accordance with Section 6 of this Article.

Holiday Pay – Will continue to be paid in accordance with Section 4 of this Article. Banked holidays will be paid at eight (8) hours, and the employee will be scheduled off for their entire shift.

Temporary Vacancy Procedure – An overtime procedure has been provided for filling vacancies (see attached procedure in Exhibit J). This procedure will be used to fill both prearranged vacancies and short notice vacancies.

In the event equipment is shut down because a vacancy(s) is unable to be filled by qualified volunteers, that specific department will be given a fourteen (14) day notice to decide which of the two options below will be included as item (3) under Step 6 of the Temporary Vacancy Procedure:

- a. Schedule employee(s) on regular day off (same job class – short break), or
- b. Call out the on-call person(s) – A procedure for calling out must be developed by the department for filling vacancies including establishment of an on-call person(s).

~~**Vacations**—Management reserves the right to rearrange vacation schedules at any time necessary due to operating schedules or other conditions.~~

Article 18 – Necessary Absence

Section 1. Attendance Policy

I. Policy

Regular attendance is a requirement of the job, and a condition of continued employment.

II. Purpose

The purpose of controlling absenteeism is to reduce the negative impact it has on morale, productivity, quality, and safety. A balance must be achieved between an employee's need for time off and management's right to expect regular attendance. It is understood that notifying the Company in advance is always expected rather than short-notice call-ins.

The following will not be counted as occurrences:

1. Absences related to contractual paid time off (vacation, jury duty, bereavement leave, union business, floating holidays, etc.), as well as company approved leave (union business, workers compensation, FMLA, ~~excused medical absences~~ A&S, LTD, etc.),

2. ~~Six (6) absences (tardy, leave early or absent), effective January 1, 2023; four (4) effective January 1, 2024; three (3) January 1, 2025~~, per rolling 12-month period for unexpected medical absences for the employee or the employee's spouse, ~~registered Domestic Partner~~ or children, approved by treating healthcare provider.
3. ~~Six (6) absences (tardy, leave early or absent) per rolling 12-month period for scheduled absences to obtain medical treatment for the employee or the employee's spouse, registered Domestic Partner or children. Such absence must be scheduled at least one week in advance and approved by the treating healthcare provider.~~

~~Employees should make reasonable efforts to schedule medical treatment on a non-scheduled workday. If unexcused absenteeism remains above 2% then the numbers of unexpected doctor's notes shall be three (3) in 2024 and two (2) in 2025. The percentage will be reported to the Union in writing quarterly (or more frequently by individual request from the Union) and posted in time clock alley quarterly; the calculation will be done annually.~~

~~Effective January 1, 2023 all employees who are not at suspension level will have their total attendance reduced by two occurrences.~~

iii. Regular Attendance

Employees are expected to be on the job when scheduled except when supervisory approval has been given authorizing the employee to be absent. Absences should not be excessive in nature and must be limited to maintain efficient operations. In an effort to address attendance problems in an area that result in excessive overtime, unfilled vacancies, machine downtime (or slowdown due to staffing), etc., leadership from the Company and Union will meet to review attendance, staffing, call-ins, training, and other contributing factors. Both parties commit to a solution-based process that will include employee and supervisory engagement from the impacted area.

iv. Absenteeism Guidelines

Absenteeism reaching the following guidelines is subject to progressive corrective disciplinary procedures as explained below:

~~A. Three (3) occurrences within a 30-day period.~~

~~B. Five (5) occurrences within a 90-day period.~~

C. ~~Eight (8)~~ Six (6) occurrences within a 12-month period.

D. Pattern absenteeism of three or more incidents in a one-year period that are similar by virtue of:

1. Falling immediately before or immediately after any allowed day off.
2. Work assignment (e.g. ~~schedule in for down day or work overload or failure to fulfill assigned Step 6 shift without approval (e.g. 18 hour shift) or similar scheduled shift pattern (e.g. Saturday night shift).~~)
3. Scheduled holiday.

Three incidents must occur in only one of the above categories.

v. Definition of an Occurrence

An occurrence is a period of time from the beginning of the absence until return to work, which includes the following:

A. An incident of tardiness shall count as one-half occurrence. A tardy/leave early is defined as 1/3 of one's scheduled shift or less.

~~B. Failure to fulfill an assigned step six (6) shift without approval.~~

C. A single or partial day's absence.

- D. Each consecutive day away from work will be counted as a separate occurrence except in those cases where mitigating circumstances such as substantial life events contributed to the absences. In all cases, management will review the personal attendance record and history of each impacted employee, giving weight to a good attendance history.
- E. In order to be excused for absence(s), an employee upon returning to work, and in no event more than seven (7) calendar days later, must present substantiation of such absence(s). This substantiation must be documented from the doctor's office, providing proof of the time and date of appointment, the patient's name, and the date(s) the employee was unable to work. It will be dropped in the drop box outside of Health Services. An appointment card cannot be used to verify the absence. If no substantiation is received within the above time frame, the absence will be considered unexcused and will be counted against the employee's attendance record. The Company will be inclined to make reasonable exceptions to this deadline when requested by the employee or Union official.
- F. Documentation for excused absences:
 1. Approved FMLA documentation
 2. Documentation of death – Obituary, Death Certificate, etc.
 3. **Documentation of immediate family member's treating healthcare provider.**

VI. Corrective Discipline

- A. Discipline should be administered promptly upon discovery of an attendance problem. Failure to do so encourages such behavior and impairs the ability of the company to deal effectively with it.
- B. When disciplinary action is determined to be warranted, the following represents the normal progression of corrective action to be taken:
 1. Verbal warning (~~6~~ 8 occurrences)
 2. Written warning (~~7~~ 9 occurrences).
 3. **2-day** disciplinary suspension (~~8~~ 10 occurrences)
 4. Discharge (~~9~~ 11 occurrences).
- C. Absent Without Permission

When employees fail to report to work without advance notification and fail to notify the company during their scheduled hours of work, they are considered Absent Without Permission and subject to discipline. In these cases, the employee is to be placed on indefinite suspension pending review and is not to be permitted to return to work until after a meeting with supervision. Behavior of this type can trigger just cause to accelerate progressive disciplinary measures.
- D. At each step of the disciplinary process the attendance record of the employee will be reviewed to determine if mitigating circumstances such as substantial life events contributed to the **unacceptable** absences.

The union will receive a bi-weekly update documenting those in the absence disciplinary procedure **and a record of each employee's total unexcused absences under the rolling calendar year on a quarterly basis.**

Section 2. Bereavement Leave

When an employee is absent from work as a result of death in their immediate family (wife, husband, son or daughter, mother or father, grandparent or grandchild, mother-in-law or father-in-law, step-father or step-mother, brother or sister, step-brother or step-sister, half-brother or half-sister, step-son or step-daughter) they will be paid for actual time lost but not exceeding three (3) days pay at their straight time rate. (one (1) day in the case of employee's brother in law or sister in law.) ~~One of the paid days must be for time lost from work to specifically attend the funeral or memorial service on that day.~~ The three

(3) days are to be used at the employee's discretion near the time of death, service or burial (within six months from the date of death). The three (3) days do not need to be used consecutively to accommodate delayed burials or services. When not using consecutively, employee needs to notify Management of such.

Employees will receive the rate of the job they are assigned to for the week when they are eligible to receive funeral pay

Section 3. Jury Duty

In the event an employee is required to be absent from work as a result of having to serve on a jury, they shall be paid the difference between the amount received for such jury service on the days when the employee should have been regularly scheduled to work and their regular straight time rate for the days lost, as per Company policy.

To be reimbursed for jury duty, an employee must bring a letter or check stub, showing the amount of payment from the Court, to the payroll office.

ARTICLE 21 - SUPERVISORY WORK RESTRICTIONS

Revise language as follows:

The Union agrees that it is necessary for supervisors to perform some work that has traditionally been performed by bargaining unit employees under the following circumstances:

- A. There are no hourly employees available after having exhausted the normal procedures for calling in workers, moving up workers, etc.
- B. Training.
- C. Start-up of new equipment.
- D. Emergencies where there is imminent danger.
- E. This does not relieve the Company from hiring in a manner that ensures that positions are filled to account for expected vacancies etc.
- F. **Granted grievances will be awarded pay in accordance with Article 16, Section 5 Minimum Guarantees.**

Article 24 – Vacation Plan - Revise language as follows:

Recognizing the need of rest and relaxation, and in order to promote the welfare and health of its employees, the Company will grant a vacation period to those regular employees as defined by the Agreement as follows:

Each employee who has been continuously in the employ of the Company **and successfully completed their probationary period** but ~~for one (1) year or more but~~ less than ~~two (2) three (3)~~ years shall receive one (1) week vacation with pay. Each employee having continuous service of ~~two (2) three (3)~~ years or more but less than ~~six (6) eight (8)~~ years shall receive two (2) weeks' vacation with pay. Each employee having continuous service of ~~six (6) eight (8)~~ years or more but less than ~~ten (10) twelve (12)~~ shall receive three (3) weeks' vacation with pay. Each employee having continuous service of ~~ten (10) twelve (12)~~ years or more but less than eighteen years shall receive four (4) weeks' vacation with pay.

Each employee having continuous service of eighteen (18) years or more, but less than twenty-five (25) years shall receive five (5) weeks' vacation with pay. Each employee having continuous service of twenty-five (25) years or more shall receive six (6) weeks' vacation with pay.

New Employees hired directly to the Maintenance Department (including E/I) will be given vacation credit for up to ten years of multi-craft industrial experience to determine vacation eligibility. Current Maintenance employees with less than 10 years seniority who can demonstrate prior years of MultiCraft industrial experience will also receive this credit.

Management reserves the right to schedule vacations consistent with mill operating requirements, as well as to administer the vacation plan as outlined in this Article.

Vacation pay allowance shall be on the following basis:

For employees with less than one (1) year of continuous service, two percent (2%) of the employee's gross earnings calculated by the highest pay rate of any job they're qualified for multiplied by 2,340 hours, but excluding any bonuses received.

- A. For employees with one (1) year but less than two (2) years continuous service, two percent (2%) of the employee's gross earnings during the first fifty-two (52) weeks of their employment, but excluding any bonuses received.
- ~~B. For employees with two (2) years but less than three (3) years continuous service, two percent (2%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.~~
- C. For employees with two (2) ~~three (3)~~ years but less than six (6) ~~eight (8)~~ years continuous service, four percent (4%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.
- D. For employees with six (6) ~~eight (8)~~ years but less than ten (10) ~~twelve (12)~~ years continuous service six percent (6%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.
- E. For employees with ten (10) ~~twelve (12)~~ years but less than eighteen (18) years continuous service, eight percent (8%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.
- F. For employees with eighteen (18) years continuous service but less than twenty five (25) years continuous service, ten percent (10%) of the employee's gross earnings during the calendar year immediately preceding their vacation, but excluding any vacation pay allowance and bonuses received.
- G. For employees with twenty-five (25) or more years continuous service, twelve percent (12%) of the employee's gross earnings during the calendar year immediately preceding their vacation, but excluding any vacation pay allowance and bonuses received.
- H. An employee whose gross earnings during a calendar year immediately preceding their vacation are reduced as a result of an approved medical leave of absence due to an illness or occupational or non- occupational accident shall be entitled to a minimum vacation benefit of forty-eight (48)

hours pay at their regular straight time rate (at the time of their vacation) for each week of vacation eligibility.

Vacations with pay, or vacation pay allowance, shall be granted subject to the following rules and regulations:

1. Vacations are not accumulative and shall be taken during the vacation period established by the Company.
2. ~~In the event business or other conditions beyond the Company's control make it impossible to arrange a mill shutdown vacation period, then individual vacations will be staggered in such a manner that will not interfere with the economical operation of the Company.~~ **The number of vacations allowed each week in a line of progression as well as the number of vacations allowed in each respective classification, will be determined by department management based upon operating requirements, the number of vacations held by area personnel. and the number of available vacation relief employees. Department management will consult with area personnel in a joint effort to optimize vacation allotment.**
3. Those employees entitled to more than one (1) week will, insofar as possible, be granted their extra weeks' vacation at those times most desired by the individual employee subject, however, **to the number of vacations allowed** and seniority rights. However, if a permanent opening force an employee to move to a different crew, their first two (2) weeks of vacation scheduled will follow the employee provided the vacation allotments for the department and crew are not exceeded and the change in vacation schedule is cost neutral to the Company. Management may, however, reserve the right to:
 - a) Rearrange vacation schedules at any time necessary due to operating schedules or other conditions. **An employee's 1st and 2nd choice of pre-scheduled vacation will not be rearranged unless the mill experiences an extreme emergency.**
 - b) Designate any period of time during the year for shutting down of **mill** operations for the taking of vacations.
 - c) For employees who are eligible for more than four (4) weeks' vacation, have those employees take that vacation with pay allowance or, at the employee's option, grant that vacation pay as a bonus and have those employees continue working.
4. Employees who are retiring shall receive 1/12th pro-rata vacation pay for each full month of active employment in the year in which they retire in addition to vacation they earned in the previous calendar year (e.g. an employee announces his/her intent to retire on September 1st. The employee works until September 1st and is eligible to receive 8/12ths of their eligible vacation week(s) and pay in addition to the vacation earned for the previous calendar year.) This provision shall also apply to the estate of an employee in the event that an employee dies while on the active payroll.
 - a) Employees who leave the employ of the Company but who have not exhausted their vacation earned from the previous calendar year shall be paid the remaining balance upon their termination.
5. Holidays which may occur during the time an employee is off on vacation, shall not extend the employee's vacation period.

Employees enlisting, called or compelled to serve in the Armed Forces in time of peace or war shall be entitled to receive vacation pay providing all other requirements of this Agreement have been complied with.

6. Vacation pay allowance ~~will not be paid in advance. Vacation pay shall be paid through the normal scheduled payroll process. available to an employee on the Friday preceding their vacation week(s) provided the vacation request has been approved by Tuesday of that week.~~ Employees who decide to cancel their vacation must notify their scheduler no later than Monday of the week prior to the week in which their vacation is to be taken; otherwise, the employee will be scheduled on vacation and off the schedule.
7. Banked Vacation -Vacations must be taken, banked or paid in lieu of time off within the vacation year (January 1 to December 31).
 - a) Employees with three (3) weeks or more of vacation may elect to bank vacation weeks. (An employee with three (3) weeks or more of vacation must take a minimum of two (2) weeks of vacation annually. Employees may bank any vacation beyond the two (2) weeks.) An employee may “bank” a week or more of vacation (up to a maximum of fifteen (15) weeks) upon completion of a written application. The employee and the respective Local shall be given written confirmation of the number of week(s) banked and the amount of pay that the employee will be entitled to upon withdrawal.
 - b) Banked vacation shall remain at the vacation pay rate and hours applicable at the time of the banking and will be paid in the order in which it was banked.
 - c) Banked vacation may be withdrawn only in the event of retirement, layoff beyond one week, termination, extended illness or by mutual agreement between the employee, the Union and the Company.
 - d) If an employee elects to bank vacation, the employee will always bank their last choice of vacation weeks. For example, an employee with six (6) weeks of vacation will bank their fifth and sixth week of vacation if they choose to bank two (2) weeks.
8. In the event a permanent move is effectuated after the vacation selection deadline date, those employees moving to a new crew shall have first option to those vacation weeks made available by the employee leaving said crew. However, the final selection of the employee moving to the new crew shall not interfere with the vacation of another employee with less seniority who had previously selected and been granted the same date for his/her vacation. The employees moving to new crews shall not carry their vacation choices from their previous crew with them to the new crew. However, should a conflict arise, the Company will make every effort to accommodate employee’s preferred choice(s) for vacation provided the vacation vacancy this created can be filled on a straight-time basis. The Company has no obligation to grant vacation time off, should an overtime situation be created in order to fill the vacation vacancy.
9. The Company has the right to establish vacation guidelines for an area/department. This includes defining the vacation signup process, and determining the number of employees off in a given area.
 - a) The Company may redline any week or rearrange vacation schedules at any time due to operating schedules or other conditions.
10. Employees on a 12-hour shift will receive four (4) individual days and employees on an eight (8) hour shift will receive five (5) individual days.

- a) Employees must elect this option during the vacation scheduling period each year. Employees who indicate they will be taking single days can also pick them (all or some) during the vacation scheduling period (in order of seniority) after all full weeks have been scheduled.
- b) These single days will be available for use on February 1, 2023, for the initial year and January 1 2022, for subsequent years. If not already scheduled during the vacation scheduling period, employees must request approval for single day vacations by the Wednesday prior to the week in which the day(s) are to be used.
- c) These days will be granted on a first come first serve basis. It is understood that if the granting of the request would create a scheduling problem, a hardship on other employees, or exceed the department guidelines as established by the company, the request may not be granted.
- d) Full week vacation requests and paid personal day requests will take precedence over single day vacation day requests.
- e) Single day vacations must be taken or paid to the employee within the calendar year.

Article 25 – Grievance and Arbitration Procedure

Revise language as follows:

Step 2:

A fact-finding meeting will be scheduled within twenty-one (21) calendar days (from the date the grievance is moved to Step 2) in an effort to resolve grievances. During this twenty-one (21) day period a fact-finding committee comprised of the aggrieved employee, steward, chief steward, supervisor involved, department superintendent and member of Human Resource Department shall gather all the facts relative to the case and be prepared to present their position during the fact-finding meeting. An answer shall be given in writing to the Union within fourteen (14) calendar days following this meeting, with copies provided to those in attendance. If the grievance is not satisfactorily settled the Union shall advance the grievance to Step 3 within twenty one (21) calendar days ~~it shall be presented at the next Step 3 meeting~~ following receipt of the company's written answer.

Step 3:

If a grievance has not been resolved prior to this step, it shall be presented at the next Step 3 meeting. This meeting would be between the Local's International Representative and the Mill Manager, or their designated representatives. (Both parties shall have the right to bring such people to the grievance meeting they deem appropriate.) The Company shall have fourteen (14) calendar days following the Step 3 meeting in which to make written answer to the grievance. (If the company's answer is mailed, the post-marked date will govern.) The Union shall notify the Company (H.R. Manager) in writing within fourteen (14) calendar days after receipt of the Company's Step 3 answer as to whether or not the Company's answer is satisfactory. ~~The Union's 3rd Step response will indicate the Union's intent to either request an extension, arbitration, mediation, or to hold the grievance in abeyance.~~

Grievances which have been placed in abeyance through mutual agreement of both parties are subject to either party's withdrawal from the agreement provided they notify, in writing, the other party

within fourteen (14) days of their intended withdrawal date. If the Union withdraws from the agreement, it is considered a withdrawal of the grievance, reverted to 1st step without prejudice or precedence. If the Union does not move forward within fourteen (14) days of receiving the Company's withdrawal notice, it will automatically be reverted to 1st step and withdrawn without prejudice or precedence.

ARTICLE 28. GROUP INSURANCE

Section 1 – Group Benefits – The Company shall provide the program of agreed upon Group Benefits to eligible employees and their eligible dependents. The terms and conditions of these programs are subject to group policies and/or plan documents held by the Company.

The Company shall have the sole responsibility: to self-administer, to self-insure and/or to select the carriers for Group Term Life, Supplemental Life, Accidental Death and Dismemberment, Accident and Sickness, Health Care, Vision, and Dental Benefit Plans.

Section 2 – Pooling - In determining the premium for the plans ~~from year to year~~, the Company shall pool all of the claims from all plans (HRA) ~~during the applicable claim period~~, and apply its premium rating methodology to the entire claim pool to determine one premium increase percentage. That one premium increase percentage shall be applied to the plan, so that the plan has the same percentage increase applied to its applicable overall premium dollar amount. ~~for the term of this agreement~~. The Company agrees to share their methodology and the resulting information and changes with the Local. The parties may mutually agree to add additional mills to the pool as additional labor agreements are negotiated. ~~or join group insurance plans associated with Billerud with a separately agreed upon premium scale for bargained members~~. The Company may include hourly employees from other unions into the pool as long as the USW in that mill is participating.

ARTICLE 29. RETIREMENT

Section 1 – Retirement Plan - The Company shall maintain, for the duration of this Agreement, the retirement plan as agreed upon with the Union. This commitment exists despite any language in the Summary Plan Descriptions or Plan Documents to the contrary. The terms and conditions of the agreed upon retirement plan are set forth in the document entitled “Verso Corporation Employee Pension Plan.”

Effective 1/1/2014 Upon ratification: \$47-per month/year of credited service.

Section 2 – 401k – The Company shall maintain, for the duration of this Agreement, the 401k plan as agreed upon with the Union. This commitment exists despite any language in the Summary Plan Descriptions or Plan Documents to the contrary.

PENSION

The Parties agree that employees who are grandfathered in the current defined benefit pension plan will remain in the current plan.

Life Insurance

Upon the Effective Date, all Union employees will have \$80,000 in company-provided life insurance coverage plus \$80,000 in accidental death and dismemberment insurance coverage.

The ~~Verse Billerud~~ Corporation Employee Pension Plan (the “DB plan”) will be closed to all new hires. Going forward, eligibility for DB plan benefit accruals will be determined by years of service and age as of March 31, 2013 (Effective Date).

I. Defined Benefit Plan

1. Grandfathered Employees

~~a) Grandfathered Employees are defined as those who were eligible and chose to be Grandfathered at the time prescribed and as outlined in the 2012 Master Agreement between NewPage and the Union. As of the Effective Date, a DB plan participant who is (1) at least 55 years of age, or (2) whose age and years of service (including service from predecessor companies) equal 75 or more, will be a “Grandfathered Employee” and will continue to accrue benefits without change under the DB Plan.~~

~~b) Pension Multipliers~~

~~Scheduled Multiplier Increases—For each collective bargaining agreement that as of the Effective Date of this Agreement calls for multiplier increases to be effective in the future (Scheduled Multiplier Increases), the Company shall increase the pension multiplier according to the current amount and on the currently scheduled dates.~~

c) ~~Future~~ Automatic Company Contributions

~~Twelve (12) months following the last Scheduled Multiplier Increases or Future Multiplier Increases, the Company shall contribute three percent (3%) of a Grandfathered Employee’s eligible pay to the Verse Retirement Savings Plan for Bargained Employees (“the Savings Plan”). This contribution will be made by April 1st, on an annual basis and will be prorated for a partial year. This Automatic Company Contribution is in lieu of any Scheduled and Future Multiplier Increases beyond those outlined in paragraph 1b) above.~~

d) Coincident with the commencement of the Automatic Company Contributions stated above, Grandfathered Employees ~~at locations~~ that currently have 401k matches will receive a 3% match (100% on the first 3% of employee contribution based on eligible pay). Grandfathered Employees who are not currently receiving a 401k match will not receive this 3% match.

e) ~~Future~~ Automatic Company Contributions shall include time spent on both Company-paid as well as Union-paid approved union business pursuant to Section III.

~~f) By February 15, 2013 DB Plan participants who could be considered Grandfathered Employees shall inform the Company whether they wish to be covered by the provisions of 1) above, or be considered a Non-Grandfathered Employee as described in 2) below.~~

2. Non-Grandfathered Employees and New Hires

a) ~~As of the Effective Date, a DB Plan participant who is (1) less than 55 years of age or (2) whose age plus years of service total less than 75 will be a "Non-Grandfathered Employee."~~ Non-Grandfathered Employee is any employee not currently Grandfathered as defined in 1(a) above.

b) Non-Grandfathered Employees will receive any Scheduled Multiplier Increases and Future Multiplier Increases to which the participant is eligible.

c) A Non-Grandfathered Employee's DB Plan benefit accruals will be frozen as of the Effective Date ~~of the 2012 Master Agreement between NewPage and the Union~~, but they ~~he~~ will continue to accrue age and service for purposes of vesting and early retirement eligibility.

d) Employees hired on or after the Effective Date ~~of the 2012 Master Agreement between NewPage and the Union~~ will be "New Hires" and will not be eligible to participate in any Company sponsored DB Plan.

ARTICLE 34. SPECIAL ASSIGNMENT GUIDELINES

Revise language as follows:

The parties agree it is beneficial to the future success of the operation to have bargaining unit employees involved in "Special Assignments" throughout the facility. These guidelines are intended to be used for extended "Special Assignments" that are not ordinarily associated with bargaining unit work (e.g. SAP implementation, ~~safety position, new equipment installation~~, or hourly trainer). When bargaining unit employees are going to be utilized fulltime in "Special Assignment" roles, the following guidelines shall apply:

1. The Company has an obligation to discuss any special assignment with the Union prior to posting the special assignment. The specific nature, ~~qualifications~~ and expected duration of the special assignment will be included on the posting.
2. If the full time assignment is less than six (6) months ~~in duration~~, the Company shall have the right to select the volunteer(s) required.
3. If the assignment is six (6) months or longer in duration, the parties shall utilize a joint selection process (targeted selection unless agreed otherwise) to select the best qualified candidate for the special assignment. If the Union chooses not to participate in the interview process, management will make the final decision.
 - (a) Qualifications will be discussed and established for each specific special assignment. The qualifications will be stated on the posting.
4. When an employee has been on a special assignment(s) in excess of ~~180~~ 365 days in any revolving calendar year, the employee shall return to their regular assignment for a minimum period of one (1) year before being eligible for another special assignment on a different position. Employees must

return to their regular assignment for an equivalent length of time served on their special assignment before being eligible for another special assignment on the same position.

- (a) Exceptions to this shall be by mutual agreement, i.e., the parties may agree that a particular individual is best suited for the nature of the special assignment.
 - (b) If that employee is the only one interested in volunteering for the special assignment, the Company will discuss the potential assignment with the Union
 - (c) ~~The typical~~ A special assignment will be no more than three (3) years in duration. ~~However, a unanimous agreement from the members of the selection committee,~~ a special assignment may be extended by mutual agreement between the Union and the Company during the term or prior to it being posted ~~on a year by year basis, not to exceed three (3) additional years.~~
5. ~~Employees~~ ~~Tour workers~~ on special assignment shall receive 125% of their permanent posted rate ~~unless agreed otherwise by the parties.~~ All day workers ~~who begin on~~ special assignment ~~terms on or after 1-1-2011~~ will receive 115% of their permanent posted rate.
 6. Employees who are on special assignment shall not be utilized to perform bargaining unit work unless mutually agreed to by the Union and the Company. (beyond the nature of the work involved in the special assignment). ~~However, employees who are on special assignment can volunteer to cover vacancies in other jobs in which they are currently qualified to perform.~~
 7. ~~If~~ ~~When~~ an employee relinquishes their special assignment for any reason, they shall return to their ~~bid position~~ ~~previous job classification~~ and ~~they~~ will not be eligible for another special assignment for a period of ~~one two (2) (1)~~ years ~~unless otherwise agreed by the Union, the employee and the Company.~~ ~~Employees who fulfill the posted term of the special assignment and upon returning to their job bid will be permitted to convert one of their weeks of vacation into five (5) individual vacation days off paid at eight (8) hours. If an employee does not have a full week of vacation remaining when exiting special assignment bid, they will be able to convert a week in the succeeding calendar year. Employee would have one year to use the five (5) days.~~
 8. ~~Production employees are not eligible for a maintenance special assignment position. Likewise, maintenance employees are not eligible for a production special assignment except as a safety advocate position which covers the Maintenance department. In order to be eligible for a special assignment a maintenance employee must be at the 1st class mechanic level or above.~~
 9. Employees scheduled as a “designated trainer” are not considered to be on a special assignment as defined by this Article. Separate guidelines exist for designated (volunteer) trainers.
 10. Special assignment job bids are subject to normal bid restriction language as spelled out under Article 12. Seniority, Section 4. Job Posting. (e.g. an employee under a bid restriction is ineligible for a special assignment job; accepting a special assignment job comes with a 12 month bid restriction; accepting a bid while on special assignment comes with a 12 month bid restriction).

Backfilling Vacancies Created by Special Assignments.

The parties agree that when a vacancy must be filled as a result of an employee transferring to a special assignment, the immediate vacancy and all subsequent vacancies resulting from this transfer, will be

treated as temporary bids. Individual(s) will maintain seniority in their previous job/department. ~~and will only establish reinstatement rights on the job where they are awarded a temporary bid.~~

Article 36 (New Article) - New Hire Orientation

The Union will be permitted to meet with new hires during their Company-paid new hire orientation for up to three (3) hours (of which two hours will be exclusively between the new employees and Union representatives).

Article 37 (New Article) – New Investment Addendum

General Principles

In order to obtain a mutually acceptable bargaining agreement that will assist in securing necessary investment and help assure the short and long-term viability of the Escanaba Mill, the parties agree to this Addendum to address how major capital investment will be incorporated into the Mill. The parties understand the challenges presented when significant investment is made to start a new or substantially re-built machine/department/process (collectively referred to as “New Investment”) and want to develop a joint and collaborative approach when New Investment is made. The purpose of this Addendum is to identify agreed upon core principles that will apply to prepare for, implement and operate New Investment. This Addendum will only go into full force and effect if the project for the new E5 FBB machine is approved for the Escanaba Mill.

By way of example, New Investment may involve major capital investments that result in:

- Full Rebuild, replacement or addition of a major asset to an operating area. (e.g.: paper machine, refiners, pulp processing equipment, Kraft Mill wash lines, chipping lines, boiler(s)/power turbine/new warehouse).
- Producing a different product (e.g.: Kraft Mill now makes brown stock, paper machine makes FBB, Utilities produce solar power)
- Change to an area or mill infrastructure that significantly increases or changes the current capacity, and/or process flow of how the mill area operates today, through capital investment or automation. (e.g.: Woodyard, BCTMP, PS&D Warehouse, electrical grid capacity)

This Addendum is not intended and will not apply in less expansive investments and modifications in the normal course of business (e.g. “in kind” replacement such as a new de-barking drum, or auto slabber replacement or new headbox, etc....).

The parties recognize that the investment, scope, and project for each New Investment may be different and that every possible challenge and issue cannot be known or addressed in advance in this Addendum. Accordingly, the parties express their mutual commitment to a problem-solving process and to review this Addendum as necessary to address such challenges during the life of the bargaining agreement.

Core principles that the parties believe will allow for effective transition during periods of change resulting from New Investment and the operation of New Investment will include a Joint

Labor/Management Transition Committee and some or all of the following elements as appropriate based on the impact of the New Investment:

- Transition and Standing Committees
- Team-based Departments/Problem-Solving Processes/Self-Direction
- Fair Employee Selection Processes for New Investment Job Opportunities
- Cross-training/Job Groups/Line of Progression/Rotation/Skills Enhancements
- Competitive Compensation and Pay for Skills
- Staffing to Support Work Life Balance
- Employee Commitment to New Investment to Ensure Viability

Article 1: Transition Committees

Section 1. At the beginning of each New Investment process, the parties will meet to determine the scope and role of a Transition Committee. Each Transition Committee will consist of equal union/management representation. The Union will pick the bargaining unit representatives and the Company will select management. Concerns about selected individuals will be discussed by the parties.

Section 2. The Transition Committee will review the scope and parameters of the New Investment and evaluate language in the Collective Bargaining Agreement (CBA) and this Addendum as well as procedures and practices in the affected area that will be impacted. The Committee will also develop additional rules for the Committee's operation as necessary and whether additional sub-committees are needed.

Section 3. The Transition Committee shall make a concerted effort to reach consensus on necessary decisions related to or impacting the bargaining unit. In the event the committee cannot reach consensus on a decision, the committee will seek guidance and direction from the Union President and Mill Manager (or their designees). In the absence of consensus, management retains final decision-making authority.

Section 4. No committee will have the authority to modify the bargaining agreement or this Addendum.

Section 5. Time spent working on committees shall be considered hours worked.

Article 2: Selection Process for New Investment

Section 1. When New Investment is made, selection for initial job opportunities and future openings will be made utilizing the following process:

- A. The Company will provide educational information to employees to explain the plan for a New Investment and the general job skills and requirements for each new job, selection process (testing/evaluation and/or qualifying) including the expected commitment from selected candidates.

- B. Current mill employees will be given the first opportunity for available positions prior to external candidates. Management may, following review and recommendation of the Transition Committee, provide first opportunity for consideration for available positions in New Investment to employees currently working in the impacted area (e.g. whether Wood Yard employees should get first opportunity for new Wood Yard). If an insufficient number of employees apply for openings or successfully complete applicable testing, evaluation and qualification processes, the Company will seek external candidates.
- C. Employees interested in being considered for New Investment will submit a bid. If an employee has a current bid restriction penalty per Article 12. Section 4 of the CBA, it will be waived for consideration for New Investment.
- D. Tests may be obtained or developed (as appropriate) based on the requirements of the positions for a New Investment. Where reasonably possible based on timeline, expertise, etc., local tech schools, community colleges, 3rd party resources, and other Billerud facilities will be utilized to assist in appropriate test development, validation, and test administration/scoring.
- E. Employees bidding to a New Investment cannot be in final stage of attendance or of attendance or disciplinary policies (pending grievances, advanced to the 3rd step or further related to these, will be exempt from this restriction until resolved).
- F. Employees who achieve a passing score on applicable test(s) (if a test is utilized) will be ~~ed~~ evaluated by a joint review committee with equal representation of Union and Management to select for available positions in a New Investment. Selection will be based on the following factors: seniority, test scores, experience, skill (which may include a team skills assessment), knowledge, ability and work history. If a test is not utilized, the most senior employee in the area impacted by the New Investment who bids will be given first opportunity for joint committee review evaluation ~~consideration~~ and/or qualification. In the event a joint review committee cannot reach an agreement on a candidate the Union President and Mill Manager (or their designees) will be consulted. Management will have the final decision on selections.
- G. Selected employees will be offered their initial primary position in the New Investment with consideration given to the candidates' preference.
- H. Selected employees will be provided appropriate training (including technical, team and conflict resolution training) and opportunity for qualification.
- I. Selected employees will be expected to remain in the New Investment for a minimum term and commit to requirements as established by the Transition Committee or management if the Committee cannot reach consensus. The maximum period an employee may be required to commit to a New Investment opportunity is three (3) years. The commitment would begin when the individual starts training for their new position.
- J. Employees who are not selected or do not qualify for a position will be allowed to return to their prior position or use their seniority to bid or curtail to other positions if their position is no longer available.
- K. Department seniority for selected employees that are part of an initial implementation of New Investment will be determined by Mill Seniority (Unless the particular new investment opportunity is limited to the employees in the existing department).

Section 2. Promotions:

- A. Employees within a Progression/Job Group will progress based on the job levels they certify on within the Progression/Job Group.
- ~~B.~~ When a permanent job becomes open in the lowest Progression job/Job Group, a mill wide job posting allowing for bids into the department will be posted. Employees interested must sign a bid for the job and may be subject to a selection and commitment process as set forth in Section 1 above.
- C. When a permanent job becomes open in the next higher job in the Progression/next higher Job Group the senior employee, who has certified in all lower levels within their current progression or all jobs in their Job Group (and at least one job in the next Job Group), will have the first opportunity to be promoted. into the next position in the Progression/Job Group. If the senior employee does not move up or does not qualify, the next senior employee will have the opportunity for the promotion. Employees can fail to move up only one time before they are disqualified from the line of progression/job group.
- D. Team Leader Position
 - i. The Transition Committee will discuss the merits of having a “Working” Team Leader position in each New Investment and endeavor to reach consensus.
 - ii. The Team Leader, if any, will be selected from employees within the New Investment Department.
 - iii. The Team Leader will be selected per process set forth in Section 1 above.

Section 3. Selections pursuant to this process shall be subject to the Grievance process in the CBA but shall not be subject to arbitration other than for an Arbitrator to determine whether or not the process in this Article was followed. An Arbitrator shall not have the authority to overrule joint review or management determinations on individual selections or order that a particular employee be selected for an opening.

Section 4. Transition and Joint Review Committee Training. The Company will provide training for members of the Transition and Joint Review Committees. Selection of the trainers will be jointly decided by the parties.

Article 3: Work Flow, Compensation and Responsibilities

Section 1. Job requirements, staffing levels, progressions and/or Job Groups will be established by management for New Investment with the advice and consultation of the Transition Committee or sub-committee per Section 2 below. Pay rates for skills, jobs, progressions, and Job Groups will be established per Article 15. (Rates for New or Changed Classifications) of the CBA

Section 2. The parties recognize the need for flexible staffing, training and assignments in New Investments to maximize productivity, job coverage, and ability to flow to work as needed. The Transition Committee or sub-committee will be responsible for developing or reviewing initial recommendations on Progressions, Job Groups, training requirements, self-directed responsibilities, staffing, overtime assignments, vacancy filling and coverage, rotation, and duties.

Section 3. Employees may be temporarily assigned to any job within a Progression and/or within a Job Group that they are qualified to perform. If assigned to a lower paying job, the employee will continue to receive his/her higher rate of pay while performing such work. If assigned to a higher paying job (for more than one consecutive (1) hour), the employee will receive the higher rate while performing such work. When a job in New Investment is shut down, employees can be temporarily transferred to fill other job vacancies on which they are qualified anywhere in the mill for the remainder of their scheduled shift. (Article 13. Temporary Transfers will not apply to New Investment).

Article 4: Job Curtailment

Section 1. Permanent Reduction In the Work Force

- A. Employees from other departments or areas may not bump into New Investment unless they have previous department seniority in the New Investment.
- B. If employees in a New Investment are permanently curtailed, they will bump in their own Job Group and/or Progression based on Department Seniority (This replaces Article 12, Section 6, number 1 of the CBA).

Section 2. Temporary Reduction in the Work Force

- A. Employees from other departments or areas may not bump into New Investment.
- B. Employees bumped from the New Investment will be assigned to the Labor Pool.

Article 5. Temporary Employees

The Company may utilize temporary employees from temporary agencies to assist in the transition process for New Investment. These employees shall not be considered employees of the Company and will not be covered by the Bargaining Agreement. In addition, the four (4) month limitation on temporary employees actually hired by the Company (not agency employees) under Article 12, Section 10 of the CBA, shall not apply to employees hired by the Company to assist in a transition for New Investment. Transition for the temporary employees refers to a defined period prior to New Investment, during the New Investment and/or a defined period of time following the New Investment. This would not be used to reduce regular staffing numbers. No bargaining unit member will be laid off involuntarily while temporary employees are being utilized. Mill Trainees will still be utilized for filling of vacancies and work and given preference to temporary employees within the assigned department. Mill Trainees will work

no less than 36 hours a week if a temporary employee is assigned to work in the departments the mill trainee is qualified in. The Union will be furnished a list containing the name(s) and hiring date(s) of all employees hired by the Company within fourteen (14) days of hire

Article 6. Other Language within the CBA that may not apply or may be modified for New Investment:

- Article 12: Section 4 – Clothing Person position will not apply to New Investment.
- Article 16: Hours of Work and Overtime
 - Section 5: Minimum Guarantees: Wire Change pay will not apply to New Investment
 - ⊖ Section 10: Transition committee may develop vacancy filling procedures and/or Alternative Schedule based on the shift schedule and other needs of a “New Investment” subject to approval by the parties.

- Article 31: Mill Trainee Pool

The need to utilize the mill trainee pool or utility relief position for New Investment will be established by management with the advice and consultation of the Transition Committee or sub-committee. In all cases the principles decided of how Article 2 of this addendum is applied to the New Investment will be followed.

- Exhibit E: Existing training schedule & Rate Policy of the CBA does not apply to New Investment during the transition phase and will be replaced by:
- Employees scheduled to staff the New Investment and who are required to train will be compensated based on the employees previous shift rate & schedule (e.g. an employee on a previous 40 our week will receive a minimum of 40 hours pay and an employee on tour will receive a minimum of 45 hours of pay unless the employee is absent from work).

Article 7: Collaborative Problem-Solving Process and Partnership Agreement

Section 1. Collaborative Process. The Company and Union agree that securing new investment will determine the future viability of the Escanaba Mill. To that end, the Parties have agreed to partner in order to obtain new investment and to ensure that those investments are successful from a financial, operating and people perspective. The foundation of this partnership will be collaborative problem-solving, which consist of:

- Identifying the goal/challenge/problem/issue to be achieved/solved
- Gathering data (operate on facts)
- Determining stakeholder interests
- Identifying solutions
- Attempting to reach consensus on best possible solutions
- Implementing and managing the solution
- Evaluating outcome
- Determining next steps

Section 2. Transition Support Specialist. To foster this partnership and support new investment, the Company will create Transition Support Specialist (TSS) position(s) as needed during periods of

transition. If only one TSS position is created, the position will be filled by the Union President or designee. Any additional TSS positions will be filled by bargaining unit members mutually agreed to by the parties. Employees selected for TSS positions will remain in such roles based on mutual agreement of the parties. Ordinarily, TSS positions will be full time (depending on the scope and needs of the specific New Investment involved). Pay rates for each TSS position will be 125% of the employee's current base pay rate. The starting date, duties and assignments, duration of assignment, hours of work, etc. will be determined on a case-by-case basis. Additional Company paid Union positions may be added by mutual agreement of the parties.

Section 3. Labor/Management Cooperation Teams. In addition, joint Union and Management department teams will be established and will meet monthly to resolve issues collaboratively. The Union will determine who will participate from the Union/Department and The Company will determine who will attend for the Company. (Maximum of four (4) Union members and four (4) Company members).

Within 90 days of ratification the parties will meet to establish a charter and guidelines for this Agreement and the Transition Specialist Position.

Article 8: Other

This Addendum shall control in the event of any conflicts with the collective bargaining agreement including Side Agreements or Guidelines as outlined in Exhibit H & I of the CBA. The transition committee for each new investments will review the side agreements and guidelines to determine which Side agreements and Guidelines will not apply to each new investment pending review and approval by the parties.

Article 38 (New Article) – Complete Agreement

The parties agree that existing Side Agreements and Guidelines in Exhibit H&I will continue to apply during this Agreement. It is further agreed that the Memorandums in H&I and others that have been agreed upon or modified will be updated and incorporated into new exhibits. Otherwise, this Agreement is the entire contract between the parties and supersedes all other prior oral or written agreements, memorandums and side letters that are not identified herein. All past practices that were eliminated and superseded in the Master Agreement reconciliation process in 2019 remain eliminated unless they have been re-established as binding past practices since that date. All superseded items shall remain null and void and evidence or information prior to the 2019 reconciliation shall not be cited or referenced as a binding agreement or practice in any grievance, arbitration, or dispute.

EXHIBIT B
BILLERUD ~~VERSO~~ ESCANABA MILL
- RULES -

The following rules have been mutually adopted by the Company and the Union. In order to accomplish the best results in our work, and to preserve at the same time a spirit of fairness and justice, it will be necessary that these rules be enforced.

1. Putting away tools **and cleaning up the job site** is considered a part of a person's work.
2. Employees who report late for work should notify their supervisor or department supervisor before commencing work. When employees report late for work, the next quarter hour following the time reported shall be used as the starting time in calculating hours worked per day or week.
3. Employees must not leave their respective department except for necessary purposes.
4. Lockers **toolboxes or other Company property** assigned to all workers must be kept in an orderly condition and are subject to inspection at all times.
5. Management ~~assumes reserves~~ the right to examine the contents of any and all ~~bundles or packages~~ items on mill property or taken into or out of ~~from~~ the mill ~~plant~~. Such items include but are not limited to, backpacks, duffle bags, purses, gym bags, lunch boxes or bags.
6. The ~~plant~~ mill shall be closed to all visitors except those who have secured special permission and passes from Management.
7. It is the responsibility of all employees to **notify promptly update the Human Resource Department promptly of** any change in address, **mobile and/or home** telephone number, **email address** and/or marital or dependency status **through the Company's Human Resources Information System, or by contacting the Human Resources Department to update information via a computer kiosk.**
8. Employees shall cooperate at all times in helping to maintain the general orderliness and cleanliness of the ~~plant~~ mill and they are held individually and collectively responsible for the condition and appearance of all machines, equipment, and/or hand tools used by them and for the appearance of the areas in which they work and their lockers.
9. Employees should report all mechanical defects in equipment or power operated machinery to their department supervisor promptly.
10. **With the exception of safety issues and work related issues,** taking photographs, **audio or video recordings,** ~~or~~ making sketches or written descriptions of any Company property or products, shall not be allowed except by permission of the Mill Manager.
11. All employees will refrain from the use of hostile or abusive language **or the use of excessive profanity or directed profanity towards another employee or supervision.**

DISCIPLINARY STANDARDS

Actions in violation of Company policies or rules, or actions, interfering with orderly and proper operation, subject an employee to disciplinary action; this may mean discharge if the offense is deemed to warrant such action.

The purpose of disciplinary action is not to punish, but to discourage repetition of misbehavior by the offender or by another following their example.

The following violations of Company standards of conduct, not excluding others, shall receive disciplinary action as indicated, unless unusual and compelling mitigating factors are considered

The Parties agree to harmonize existing site specific Accident and Sickness plans as outlined below, and to make optional life insurance coverage available at each site effective January 1, 2020:

Weekly Accident and Sickness benefits will be a weekly rate of:

January 1st, 2023: \$565

January 1st, 2024: \$575

January 1st, 2025: \$585

January 1st, 2026: \$595

January 1st, 2027: \$605

~~for the term of the agreement~~, subject to existing waiting period effective upon ratification

Employees on an approved Accident & Sickness (A&S) leave of absence for more than 60 days will be required to pay their ~~portion of the employee benefit~~ premiums on an as you go basis. ~~or alternately~~, Employees who are on an approved unpaid leave of absence or approved A&S leave of absence for less than 60 days ~~that portion~~ will have their benefit premiums ~~be~~ placed in arrears and upon return to work, (commencing on the employee's first full pay period), ~~insurance~~ ~~their benefit~~ deductions ~~shall~~ will be doubled until the arrearage has been repaid.

Benefits continuation after A&S expires will be harmonized as follows: Active rates for 18 months in lieu of COBRA continuation. If approved for Social Security Disability, an additional 11 months are available via COBRA at COBRA rates.

B. HRA Plan

1. This plan offers effective deductibles of a PPO arrangement with first dollar coverage through Health Reimbursement Arrangement (HRA) of a consumer driven plan and significant incentives towards encouraging good health and proactive management of chronic conditions.
2. All hourly employees will have their healthcare costs pooled in developing premium equivalents ("premiums") and will have the same premiums. This will spread out the risks and provide greater stability in healthcare cost changes.
3. The Health Reimbursement Arrangement (HRA) shall be used by employees covered under the Company's healthcare plan for healthcare expenses for themselves, their spouses and dependents for qualified medical expenses as set forth by the IRS. Any unused credit in the HRA shall be rolled over from year-to-year. There shall be no cap on the amount of roll over from year-to-year or the account balance that may accrue in the HRA. The HRA will coordinate with a Flexible Spending Account (FSA). This is done on a plan level and there must be a consistent methodology followed for all plan participants. The HRA will be used first, and then the FSA funds. If you terminate or retire, the HRA account may continue if you choose COBRA coverage.

The Parties agree to maintain the existing health care committee and work jointly on efforts to control costs and deliver health care more efficiently.

Nothing in this Agreement shall prohibit the parties from developing mutually agreed upon alternative medical, dental and vision arrangements during the life of this Agreement.

EXHIBIT E -Training Schedule and Rate Policy

Training for a Week or More:

- (a) Training within an employee's department:
An employee trains (or works) on the scheduled number of hours they would normally work.
- (b) Training outside of an employee's department:
An employee trains (or works) on the normal schedule of the new job they are in training for.
- (c) For scheduling purposes, "Train if Possible" indicates the employee owns their normal job for the week and retains all rights and obligations associated with such. When an employee is off the schedule "Training" they do not own their normal job for the week.

Rate for All Training Situations:

- (a) Employees in training are paid their standard job rate or the rate of the job on which they are training, whichever is lower. An exception will be made for an employee who would have moved up for the normal work week as defined in the Collective Bargaining Agreement if they had not been scheduled to train. The employee will be paid the job rate for the move up position. This exception is for pay purposes only. It excludes all daily vacancies and does not apply to mill trainees.

Minimum Training:

- (a) Employees in the supercalender, rewinder, coater and machine room departments transferred to a job classification for the first time shall receive a minimum of eight (8) hours break-in training with the exception of the Rewinder Utility job classification.
- (b) The Company retains the right to establish minimum break-in training periods for any new job classifications established during the term of the agreement.

It is understood that training can be done on premium pay days to ensure timely training.

Miscellaneous

CBA Administrative Changes

The Company and Union agree that following execution of the CBA the parties will meet to perform any needed housekeeping matters, which include but are not limited to amending and/or updating as needed references to Company name, job titles, dates, departments, classifications, lines of progression, dates, etc. All such housekeeping changes will be mutually agreed upon.

The following Jury Duty Policy and Procedure will continue to be implemented pending any changes in legal requirements:

- A day tour worker (12 hour schedule) released from jury duty at or before 2:00 p.m. should contact his or her scheduler immediately, in order to determine whether or not he or she should report to work.
- A day worker released from jury duty at or before 11 a.m. should report to work.

- An employee on the 3-11 p.m. shift who is released from jury duty at or before 11 a.m. should notify his or her supervisor and report to work as usual.
- A day worker or an employee on the 3-11 shift who is released after 11 a.m. need not report to work.
- An employee scheduled to work the 11 p.m.-7 a.m. shift the night before jury duty will be granted the time off. The employee will be reimbursed at straight time, including for the 11 p.m.-7a.m. shift on Sunday.
- An employee scheduled to work the 6:00 p.m. to 6:00 a.m. shift the night before jury duty will be granted the time off. The employee will be reimbursed at straight time, including for the 6:00 p.m.-6:00 a.m. shift on Sunday.

The Following Right to Act Policy will be incorporated into Company Safety Policies:

Each employee is expected to assess each work situation and if believed unsafe/unhealthy, or in violation of a safety or health policy or known safety and/or health standard, resolve the issue themselves or with the help of their co-workers. If unable to do so, engage their supervisor and safety department representative by sharing the concern for their safety/health, and/or the safety/health of others, if the specific job or task were to be performed. The employee(s) shall communicate that they are not willing to perform the required job or task because of identified safety and/or health risks that could result in injury or illness to themselves, other employees, the community or result in property damage.

Upon notification of the concern to their supervisor and safety department representative, it is the responsibility of the supervisor to assess the situation and if needed consult with the Area Manager, or his/her designate, to review the situation. If appropriate, the Area Manager, (or his/her designate), will engage the Operations Manager and/or Safety Manager (or their designate), and/or Union Central Safety Committee Representative (if possible) in determining if the employee(s) concerns are warranted and decide if the task or situation confirms that the risks as identified do or do not exist.

If the safety and/or health concern(s) are not resolved by those involved, the process will continue by engaging representatives from the Safety Leadership Committee in assessing the situation. If upon concluding an assessment of the situation/task, it is determined to be unsafe and/or unhealthy, the employee(s) shall be directed by management to not perform the assigned task (or anyone else) until it is safe to do so.

Each of these types of situations must be entered into the mill's electronic incident reporting system per the Immediate Reporting Policy and a job hazard analysis (JHA) completed on the task/job by the employee(s) and Supervision. The JHA should be reviewed by all employees that may be performing the job/task in the future.

The Right-To-Act is not just about refusing or stopping a job/task that is unsafe/unhealthy, it's also about identifying hazards and at-risk behaviors, and how to eliminate/control each of them – short and long term. If you see something that is unsafe and/or unhealthy, you have a responsibility to say and do something. This can be accomplished by using the process outlined above.

All employees must be trained on the Right-To-Act process and instructed on how important it is to prevent fatalities, injuries and adverse events, as well as, how critical it is to maintain and respect the process going forward. Under no circumstances shall employees be discriminated or retaliated against for using this process.

Domestic Violence/Abuse Leave and Support – Implemented as a Company Policy

The USW and BILLERUD recognize that employees may experience domestic violence which, if not addressed with support and compassion, can have serious negative impacts on their health, safety, and economic security. BILLERUD is committed to follow our core values of caring in addressing such issues, treating them in a caring, confidential and respectful way. Therefore, the Parties agree as follows:

1. BILLERUD and the Union recognize that employees sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, and that may affect their attendance and performance at work. It is further recognized that employees are a valuable asset in which BILLERUD has invested significant resources in training and development and employees facing situations of domestic violence/abuse deserve our support and the employment relationship should not be impacted due to such situations that are beyond an employee's control. BILLERUD and the Union also recognize that domestic and family violence and abuse create workplace hazards and sound strategies and policies can alleviate such risks.
2. In recognition of the above, the employee can request a leave of absence for the purpose of seeking medical help, to obtain services from victim service organizations, domestic violence shelters, or other social services or community agencies, to seek counselling or the assistance of law enforcement, to attend legal proceedings, to relocate temporarily or permanently to prevent further violence against the employee or her/his child/children, to make alternative child care arrangements, or other like activities. This leave will be in addition to other existing leave entitlements, such as S&A, personal days, vacation, and if such leave qualifies under the FMLA, it shall run concurrently with FMLA. This leave may be taken as consecutive days, single days or as a fraction of a day. If such leave is granted prior to, or following an employee's return, it will not go against their attendance record.
3. The Parties recognize that domestic and family violence situations are highly sensitive and will only disclose information on a "need to know" basis. To that end, BILLERUD may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, domestic shelter employees, spiritual leaders, etc.
4. BILLERUD will also consider reasonable requests from the employee who is a victim of domestic or family violence which may include, but is not limited to, the following;
 - (a) Temporary changes to their working hours, shift patterns, duties or reduced work load;
 - (b) Job transfer to another department (or location)
 - (c) A change to their telephone number, email address, and call screening to avoid harassing conduct
 - (d) Advance of vacation pay

(e) Safety planning at work

(f) Counselling and referral to appropriate support services for the employee

5. BILLERUD will provide appropriate training to all employees at each facility. Such domestic violence training:

- Will be incorporated into BILLERUD's regularly-scheduled anti-harassment and workplace violence training or separately provided as a standalone module, and in either case, will include the USW's input.
- Will include additional training for supervisors on recognizing the signs and what to do in domestic violence situations.

FOR THE COMPANY

FOR THE UNION

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
Economic and Remaining Non-Economic Proposals – Revision #14

(10/20/2022)

1. Term of Agreement (C26):

The Company proposes a five-year agreement, effective from the date of ratification.

2. Wages (C27): Exhibit A: USW Local 21 Wage Rates and Lines of Progression

Effective first full pay period after ratification and in subsequent years.

1st Year – 3%

2nd Year – 2.5%

3rd Year – 2.5%

4th Year – 2.5%

5th Year – 2.5%

Company will move the 12-hour shift schedule to regular Dupont 12-hour schedule January 2023.

First Vote Ratification by October 31, 2022: Ratification Bonus of \$3000 (Employees with 30 or more days of service).

3. Active Medical (C30)

- i. The Company will make the current Medical HRA (Health Reimbursement Account) Advantage Plan ~~administered by Anthem Blue Cross Blue Shield~~ available for bargaining unit employees during the term of this agreement. The cost for this pPlan shall be borne at 80% by the Company and 20% by the employee. The Company and the Union agree that if the Plan premium renewal increases and/or decreases effective for 2 consecutive calendar years exceeds a total of 14 percent, the Company and the Union will come to mutual agreement on Plan design changes that will reduce the combined increase to 14 percent or less. Any required Plan design changes will be effective the next January following the review.
- ii. Beginning January 1, 2024, the Company may offer an additional High Deductible Plan (HDP) option that will include a Healthcare Savings Account (HSA). The Company agrees to pool the HRA and HSA plan experience for bargaining unit employees for the purposes of calculating HRA plan premiums.

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/13/2022
Tentative Agreement

Paper Machine Lines Wage Adjustments (C28): Effective first full pay period after ratification

Upon ratification of this agreement the Company proposes that all current wage rates for the E1, E3 and E4 Paper Machines (PM) systems (OMC, Supers, Winders, Color) will be adjusted to the highest current rate across all three.



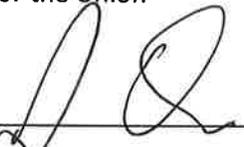
For the Company



For the Union

 10/14/22

For the Company



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/19/2022
Tentative Agreement

1. Wage Adjustment for Self-Scheduled Duties (C29)

The Company will develop appropriate procedures, training, and updated resources for employees who will perform self-scheduling duties. The Company will work in a collaborative manner with the Union and the effective department personnel on self-scheduling duties and procedures prior to the area taking on the self-scheduling duties. Upon implementation of the process for filling short notice vacancies which occur after the schedule is posted, employee's performing self-scheduling tasks who do not currently perform this task will receive a \$.50 per hour premium. The parties may (with mutual agreement) delay or not implement self-scheduling in a particular department or area.

For the Company

For the Union

For the Company

For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/13/2022
Tentative Agreement

Shift Differentials (C32): Effective first full pay period after ratification and for subsequent years with additional increase.

Shift differential for second shift (~~\$.25~~), third shift (~~\$.45~~), and Modified Dupont 12-hour shift (~~\$.466~~) will be as follows:

1st Year \$.30 (2nd shift), \$.50 (3rd Shift) & \$.52 (12-hour shift), upon ratification of agreement
2nd Year \$.35, \$.55 & (\$.57)
3rd Year \$.40, \$.60 & (\$.62)



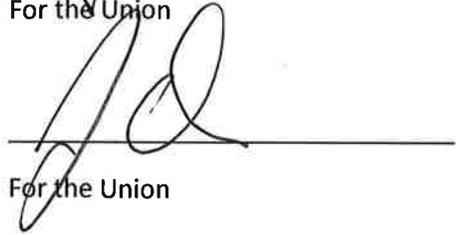
For the Company



For the Company



For the Union



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/17/2022
Tentative Agreement

#C33 – Accident & Sickness

1. Accident & Sickness (C33)

The weekly A&S benefit (up to 26 weeks) for active bargaining unit employees will be as follows:

1st Year \$565

2nd Year \$575

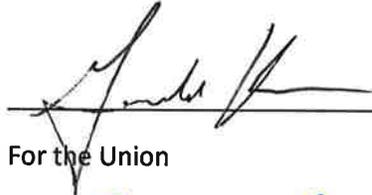
3rd Year \$585

4th Year \$595

5th Year \$605



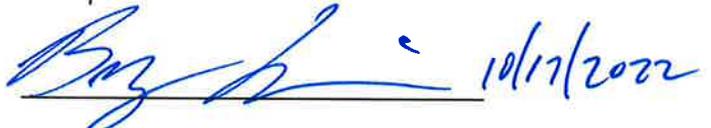
For the Company



For the Union



For the Company



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/13/2022
Tentative Agreement

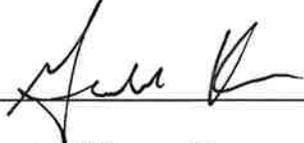
1. One day at a time Vacation for Tour Workers (C31)

Beginning with calendar year 2023, employees with two (2) or more weeks of vacation will be offered the opportunity to convert one (1) week of vacation into individual days.

- a) Employees on a 12-hour shift will receive four (4) individual days and employees on an eight (8) hour shift will receive five (5) individual days. Employees must elect this option during the vacation scheduling period each year. Employees who indicate they will be taking single days can also pick them (all or some) during the vacation scheduling period (in order of seniority) after all full weeks have been scheduled.
- b) These single days will be available for use on February 1, 2023, for the initial year and January 1, for subsequent years.
- c) If not already scheduled during the vacation scheduling period, employees must request approval for single day vacations by the Wednesday prior to the week in which the day(s) are to be used. These days will be granted on a first come first serve basis. It is understood that if the granting of the request would create a scheduling problem, a hardship on other employees, or exceed the department vacation guidelines as established by the Company, the request may not be granted.
- d) Full week vacation requests and paid personal day requests will take precedence over single day vacation requests.
- e) Single day vacations must be taken or paid to the employee within the calendar year.



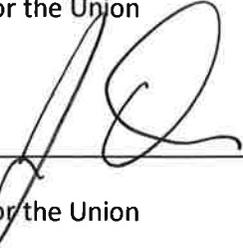
For the Company



For the Union

 10/14/22

For the Company



For the Union

Tentative Agreement 7 19 22

ARTICLE 10. HEALTH AND SAFETY

Section 1.

The Company and Union agree jointly to work together to provide safe and healthful conditions of work for employees and will comply with all applicable laws and regulations. The Union, all employees and the Company agree to cooperate on all matters pertaining to safety. The Company agrees that neither the Local Union nor the employee will be held liable for legal action brought about because of their participation in employee safety committees. Participation in safety committees will be voluntary.

Section 2.

A Safety Leadership Committee will be established to oversee safety for the facility. The Mill Manager and the Union President or designee will co-chair the group. The Safety Leadership Committee will be comprised of an equal number of participants from the Union(s) and the Company. Each party is responsible for selecting its respective participants. The parties are committed to developing a more collaborative approach to safety. In order to do this effectively, the parties agree to approach issues with a stated commitment of resolving the issues that impact employee safety.

Recognizing the responsibilities of providing a safe work environment, the parties agree that if consensus is not reached on any particular issue, the Mill Manager shall make the final decision.

Section 3.

The Union and the Company are committed to improving safety performance at the Escanaba facility. A Central Safety Committee shall be established and will be comprised of hourly and ~~or~~ salaried employees elected by their respective areas of the mill. The Central Safety Committee shall act in an advisory capacity to the Safety Leadership Committee and, to the extent practical, will be guided by the following:

- (a) Review and promote employee safety.
- (b) Review data to indicate accident sources and injury rates.
- (c) Detect hazardous physical conditions and unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.
- (d) Discuss safety matters relating to equipment changes and/or new installations.
- (e) Attend monthly scheduled meetings for the purpose of discussing accident prevention, developing corrective measures, and training on emergency and safety procedures.

- (f) In order to provide accurate communication, one member of the Central Safety Committee shall participate at the Safety Leadership Committee level and one member of the Safety Leadership Committee will participate with the Central Safety Committee.
- (g) Conduct initial review of proposed safety policies or modifications to existing safety procedures.

Section 4. Fitness for Duty – Company proposal CJ#1, response #2

The Company may at any time require a medical examination of any employee should such appear advisable as a sanitary or safety measure. (This provision does not apply to on-site emergency situations). Such an examination will be made by a physician of the employee's choice selected by the Company at the Company's expense. This physician shall be within a 400 350 mile driving radius of the mill. The Company shall cover mileage to and from the facility, time lost if scheduled, meals for the employee and hotel expense (Holiday Inn or equivalent) if an overnight stay is required. The Company reserves the right to a second opinion require a certification or review by a healthcare provider with appropriate specialty who is agreed upon by the Company and the Union, and paid for by the Company. of the Company's choosing and at the Company's expense to determine fitness for duty. If the employee is not satisfied with the second opinion, they shall notify the Company within 30 days and the employee will be sent to an independent medical examiner agreed upon by the Company and the Union, paid for by the Company. The independent medical examiner's decision will be final in regards to the employee's Fitness for Duty.

Section 5. All employees will be given proper safety training. The employees are to comply with all safety rules as established by the Company and applicable state and federal statutes. The Union recognizes the Company's right to establish, change and update reasonable plant and departmental safety rules.

Section 6.

Employees will be provided copies of their periodic audiometric examination results upon written request

Section 7.

If the Company determines that an employee injured at work requires medical attention not available at the Company's Health Services, the employee will be sent to a doctor or hospital as soon as possible. If an employee is exposed to hazardous chemicals (as determined by the Safety Data Sheets), following examination and if recommended by Health Services (or a medical professional), the employee shall be can request to be tested to determine the level of exposure. In the event that the testing is available and cannot be conducted on site by the Health Services Department, the Company will identify the closest appropriate testing facility and will have the employee tested at Company expense. Should there be a dispute of whether or not the employee should be tested, the issue will immediately be

discussed between the Mill Manager and Union President. Final decisions will be made by the Mill Manager.

For the Company Mark Lytle, date 7/19/22

For the Union Paul Kr, date 7/19/22

For the Union Byron, date 7/21/22

**BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION U3 NON-ECONOMIC 10/13/2022 TA**

UN3: ARTICLE 12. SENIORITY

In the event that an employee successfully bids a position and has a temporary disability, the Company will fill the bid position with a mill trainee for a period not to exceed three ninety (90) calendar days . At the conclusion of the initial ninety (90) calendar days, the medical status of the employee will be reviewed by Health Services. If the evaluation concludes the employee will not be able or fit to perform the essential functions of the position within the following ninety (90) calendar days, the Company will re-bid the position. If the employee is in a position where they will be able and fit to perform the essential functions of the position within the second ninety (90) calendar days, the mill trainee will continue to fill the position until such time as the employee is ready to assume the position.

Each temporary disability situation will be evaluated independent of all other temporary disability situations.

Section 3. Seniority Retention

Any employee who may be transferred to a job in another department within the jurisdiction of the Union shall retain their seniority on their former job.

This seniority may not be used, however, except in the event of a permanent crew reduction, or if within a period of 90 calendar days of date of transfer they are unable to satisfactorily perform the duties of the new job.

When an employee is disqualified for any reason from a temporary or permanent job within 90 calendar days, the disqualified employee will return to their former job with no loss of seniority. All other employees affected by the disqualification, move back to their former position(s) without loss of seniority. The employees who were affected by the disqualification will hold reinstatement rights to the position they were bumped from.

Section 4. Job Posting

When a known permanent job vacancy occurs on a starting job in a line of progression or on a job that is not in a line of progression, notice of such vacancy shall be posted simultaneously and awarded in accordance with the following sequence:

Step 1. Posted for seventy-two (72) hour exclusive of non-operating days to employees within the department in which the vacancy occurs (Applicable seniority: Department)

Step 2. Posted for seventy-two (72) hour exclusive of non-operating days Saturdays and Sundays, to all employees within USW. (Applicable seniority: USW and/or Mill Trainee Placement referred to in Article 31)

Step 3. If the job vacancy cannot be filled following the steps outlined above, the Company shall fill the vacancy as it sees fit under the provisions of the Labor Agreement.

Employees may bid into a new or open position utilizing the following guidelines:

1. When an employee requests to bid into a new position, he or she retains the right to transfer back into his or her former job or department within fourteen (14) days in such new position without loss of seniority. It is understood this right does not apply to Mill Trainees as they have no immediate previous department seniority. Employees who exercise this right will be subject to an 18 month bid restriction .

2. Employees who accept a bid and then request a return to their former position will not be permitted to file another transfer or bid request for a period of twelve (12) ~~eighteen (18)~~ months from the date of such request. This includes declining a bid after having accepted it but before having been moved to the new job bid. It is understood that when someone is awarded two separate bids within one week of each other, the employee will have the choice between the bids with no additional penalty or restriction.

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3. Employees who accept a bid to another job must remain in that position for a minimum of twelve (12) months before they will be allowed to be awarded a bid again.
4. The twelve month bid restriction rule will not apply in the following circumstances:
- a) Where an employee is displaced as a result of a machine or department shutdown or changes in a line of progression, the initial job bid or placement after the bump as a result of such move is excluded from the twelve (12) eighteen (18)-month rule.
 - b) The company determines that the employee is no longer qualified for whatever reason.
 - c) During the term of this contract, an employee may, on a one-time basis, bid and be awarded a day job or higher paying job. It is understood that for the purpose of defining “a higher paying job” as referenced in Article 12, Section 4, Number 4(c), a mill trainee’s job rate will be the Mill Trainee (base rate) as spelled out in Exhibit A of the CBA.
 - d. When an employee is called and offered the bid, they are responsible to accept or decline it by end of the business day two (2) business days after being properly notified of the bid award either in person or by a phone conversation (business day end being 3:30 pm ET, and business days not to include contractual holidays or weekends). If an awarded bidder has not accepted the bid within this time frame, it will be considered a decline.
 - e. When an anticipated bid is posted for a retirement or known upcoming vacancy, the actual vacancy or retirement date will be used to determine eligibility for those under a bid restriction.
5. Job bids will be awarded to the senior qualified employee
6. The Company agrees to transfer employees to bid jobs within thirty (30) calendar days of winning the bid unless mutually agreed to by the appropriate Union and Company officials.
7. The Company agrees to maintain an updated list of bid restrictions including the employee’s name, job bid that resulted in the restriction, date of restriction start/end. This list will be made available to all employees on Company intranet and/or posted weekly in Time Clock Alley.



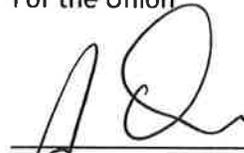
For the Company



For the Union



For the Company



For the Union

1 **C#3: Article 12 (Seniority), Section 2 (Excluded Jobs) (06/20/2022)**

2
3
4 **Revise language as follows:**

5
6 **Section 2. Excluded Job**

7 An employee **permanently** promoted or transferred to any ~~excluded job classification non-~~
8 **bargaining unit position** within the Company ~~over which no union has jurisdiction, and is in good~~
9 ~~standing with the Union,~~ shall be entitled within ~~six (6)~~ **three (3)** months of their transfer, ~~if still~~
10 ~~an employee of the Company,~~ to exercise their **job** seniority on their previous job in case of a
11 discontinuance of their **non-bargaining** position, or if they are unable to satisfactorily perform the
12 duties of ~~the~~ **their** new position. The seniority of an employee permanently promoted or
13 transferred ~~to an excluded job classification under this Section~~ shall continue during the ~~six (6)~~
14 **three (3)** month period referred to above. Should the employee be transferred back to their
15 former position during the ~~six (6)~~ **three (3)** month period **for the reasons outlined above,**
16 employees affected by the transfer will go back to their former ~~department~~ **job** with full seniority.
17 It is hereby agreed that the ~~six (6)~~ **three (3)** month limit will be subject to renewal by mutual
18 consent of the Company and the Union.

19
20 For the Company , date 6/23/22

21
22 For the Union , date 7/19/22

23
24 For the Union , date 7/19/22

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER TO C10: ARTICLE 12. Seniority
NON-ECONOMIC (07/21/2022)

Union counter to C10

C#10: Article 12 (Seniority), Section 8 (Probationary Employees) (06/20/2022)

Revise language as follows:

Section 8. Probationary Employees

All new employees shall be classified as a “Probationary Employee” during ~~the~~ **their** first ninety (90) ~~working-calendar~~ days of continuous employment, after which time they shall be considered regular employees with **mill** seniority dating back to **their** date of employment. ~~The-Their~~ probationary period can be extended by mutual written agreement for up to an additional ninety (90) ~~working calendar~~ days. The discharge of a “Probationary Employee” shall not be subject to the Grievance Procedure. The periods set forth above shall be extended for the period of time an employee is absent from work on approved leave of absence or layoff. If an employee’s probation is extended, the Union and affected employee will be given written notice of the extension length and their new probation end date. A copy of this notice will also be placed in the employee’s personnel file.

For the Company *Mark L. [Signature]*, date 7/21/22

For the Union *[Signature]*, date 7/21/22

For the Union *[Signature]*, date 7/21/22

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ARTICLE 13. TEMPORARY TRANSFERS

The temporary transferring of employees between jobs, shifts and departments in order to maintain efficient and/or economic operations is the sole right of management. When employees are temporarily transferred from their regular job to fill a vacancy, they will be paid as follows (this does not apply to transfers as a result of job bidding or bumping)

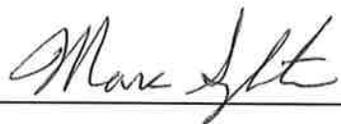
1. An employee transferred to a lower rated job, **or an employee offered and accepts to work a lower rated job** shall continue to receive their regular job rate in conformity with the Company's current wage schedule (Exhibit A).
2. An employee transferred to a higher rated job and who performs the job duties and responsibilities of the higher job classification, or they are offered and work overtime on a higher rated job, will be paid the rate which has been established for the higher rated job in conformity with the Company's current wage schedule for each hour worked in the higher rated job.

When a job has been shut down, the employee can be temporarily transferred to fill other job vacancies anywhere in the mill, for any length of time, provided no one else performs their job while they are transferred elsewhere.

There will be a four (4) hour limit on transfers when the employee's job is still running and the remaining crew is covering their vacated duties. In a case where the need extends beyond the four (4) hours, all vacancy procedures must have been exhausted **for all affected jobs or people**, and it must be shown that the area cannot operate without the transferred employee before that individual can be held longer. This restriction is not applicable in the event the transferred employee's job is not running.

When the job is still running, only the junior qualified employee(s) in a progression will be transferred to fill job vacancies outside of their department.

Clarification: This Article applies only when employees are transferred off their regular job to fill a vacancy elsewhere. It does not apply when employees perform other duties as part of their regular job as described under Article 33. Operational Flexibility.



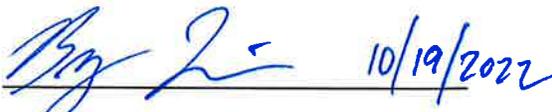
For the Company



For the Union



For the Company



For the Union

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C#15: Article 16 (Hours of Work and Overtime), Section 7. (Overtime Assignments)

Revise language as follows:

Section 7. Overtime Assignments

Insofar as practicable, overtime shall be distributed equally among qualified employees within the department and within their respective trade groups and job classifications.

The Company will develop appropriate procedures, training, and updated resources for employees who will perform self-scheduling duties. The Company will work in a collaborative manner with the Union and the effective department personnel on self-scheduling duties and procedures prior to the area taking on the self-scheduling duties. Upon implementation of the process for filling short notice vacancies which occur after the schedule is posted, employee's performing self-scheduling tasks who do not currently perform this task will receive a \$.50 per hour premium. The parties may (with mutual agreement) delay or not implement self-scheduling in a particular department or area.

The parties agree that vacancy procedure errors made by self-scheduled personnel will not be remedied by paying the effected person(s) if the parties do not fill out a temporary vacancy form. It is understood that errors made by self-scheduled personnel may subject to the employee to the disciplinary procedure under misconduct rule #26 (Failure to meet performance standards).



For the Company



For the Union

 10/19/22

For the Company

 10/19/2022

For the Union

ARTICLE 16. HOURS OF WORK AND OVERTIME

Section 1. Purpose

This Article is intended only to provide a basis for the calculation of overtime and none of its provisions shall be construed as a guarantee of minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Section 2. General

- E. Scheduled hours of work applicable to each department or to groups of employees within a department will be posted in the respective departments. It is the intent of this Agreement that scheduled hours of work and scheduled days off for employees shall be posted by 2:00 p.m. on Thursday of each week for the following week unless operating or customer requirements beyond the Company's control dictate otherwise.

Section 3. Overtime

Overtime shall be paid at the rate of time and one-half for the following:

- A. All time worked in excess of an employee's regularly scheduled shift or for all the time worked in excess of forty (40) hours in any one week, but not both. Only actual time worked shall be used in determining the number of hours to be eligible for overtime pay. Overtime pay will not be calculated on hours paid but not worked.
- B. Employees who are required to work on their day off will also be paid time and a half, provided the employee works all other scheduled days that work week. Pre-approved absences of a full or partial shift during any other scheduled days that work week will not void overtime pay from working days off provided it is approved by supervision. **It is understood a tardy of less than 1/3 of the shift that occurs because the employee reported late to work does not void overtime pay.**
- C. Each area/department will develop a procedure to fill overtime vacancies that is mutually agreeable to the area/department, the Union and the Company.
- D. If the vacancy is filled at step 7 of the process with a team member from the trainee pool or in a utility relief position and this would have been their day off, the Company will pay time and ½ for working the vacancy.

Section 4. Sunday and Holiday Work

All work performed on Sunday and holiday periods as designated in Article 23 shall be paid at the rate of **double time and one half**. Premium pay, including Sundays and Holidays, for all employees shall be **1.5** ~~2x~~ the rate of the job an employee is performing at the time the work is performed.

Section 6. Reporting Time

When an employee reports for work on their regular shift and work is not available and said employee has not been notified prior to the starting time not to report for work, said employee shall receive two (2) hours straight time pay or at least four (4) hours work at regular pay unless

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such failure to provide work is caused by a breakdown. An attempt will be made to personally notify the employee when practicable; however, notice posted on the bulletin board before the expiration of the shift on which the employee last worked, or telephoned to the employee's last reported place of residence two (2) hours prior to their starting time or personally notified by a supervisor, shall suffice for the purpose of this provision. It is agreed and understood that voicemail and text is insufficient notification when an employee will be forced per the vacancy procedure. The Company will use current and new technology to provide notification such as texting (with read receipt), and utilizing voicemail with follow on acknowledgement by the employee, etc.

When an employee has been absent for one (1) day or more and reports for work without having notified the Company twelve (12) hours in advance, work may be denied for that day.

It is agreed that the time for the start of the employee's shift or day may be changed at any time by the management upon verbal acknowledgment notification to the employee before the end of their last preceding shift, provided such change is deemed necessary for the most efficient operation of the plant.

Section 9. Pyramiding of Overtime

A. Overtime payments shall not be duplicated or pyramided for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions, except as specifically provided for in Section 9B, 9C, and 9D below.

B. Time worked on the holidays specified in Article 23 or for time worked on a scheduled off day under Section 3B of this Article shall be included in determining weekly overtime if such holiday time or scheduled off day time occurs prior to the accumulation of that number of hours, not subject by law, to premium compensation.

C. When held over from the full third shift Sunday to work continuously into the first shift Monday.

D. When held over from the full third shift on a paid holiday to work continuously into the first shift the following day.

Section 10. Alternate Work Schedule (12 hour shifts)

The Escanaba mill is an eight-hour mill. There will, however, be two 12-hour rotation options for production tour workers as an alternate schedule. Each complex must agree on the same 12-hour rotation. For example, E3 complex from the paper machine through the rewinders must select either option 1 or option 2. The paper machine and supers cannot be on option 1 and the rest of the complex on option 2. Everyone in E3 must be on the same 12-hour rotation. Any new rotation options must be mutually agreeable to by the Company and the Union.

~~Shift Differential~~— Will be eliminated for 2nd shift under the 12-hour rotation and will only be paid for the 6:00pm—6am shift, but will be increased to \$.466/hour 2% of the average hourly

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~~wage per hour. See Company economic proposal C#33 (This applies only to alternative schedules that are cost neutral).~~

Reporting Pay – Will continue to be paid in accordance with Section 6 of this Article.

Holiday Pay – Will continue to be paid in accordance with Section 4 of this Article. Banked holidays will be paid at **eight (8)** hours, and the employee will be scheduled off for their entire shift.

Temporary Vacancy Procedure – An overtime procedure has been provided for filling vacancies (see attached procedure in Exhibit J). This procedure will be used to fill both prearranged vacancies and short notice vacancies.

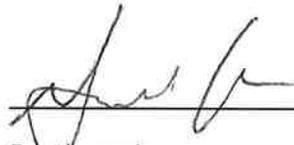
In the event equipment is shut down because a vacancy(s) is unable to be filled by qualified volunteers, that specific department will be given a fourteen (14) day notice to decide which of the two options below will be included as item (3) under Step 6 of the Temporary Vacancy Procedure:

- a. Schedule employee(s) on regular day off (same job class – short break), or
- b. Call out the on-call person(s) – A procedure for calling out must be developed by the department for filling vacancies including establishment of an on-call person(s).

~~**Vacations** – Management reserves the right to rearrange vacation schedules at any time necessary due to operating schedules or other conditions.~~



For the Company



For the Union

 10/18/22

For the Company



For the Union

#CJ2 –Necessary Absence

ARTICLE 18. NECESSARY ABSENCE

Section 1. Attendance Policy

I. Policy

Regular attendance is a requirement of the job, and a condition of continued employment.

II. Purpose

The purpose of controlling absenteeism is to reduce the negative impact it has on morale, productivity, quality, and safety. A balance must be achieved between an employee's need for time off and management's right to expect regular attendance. It is understood that notifying the Company in advance is always expected rather than short-notice call-ins.

The following will not be counted as occurrences:

1. Absences related to contractual paid time off (vacation, jury duty, bereavement leave, union business, floating holidays, etc.), as well as company approved leave (union business, workers compensation, FMLA, ~~excused medical absences~~ **for employees and employee's immediate family, approved by treating physician** A&S, LTD, etc.),
2. ~~Six Two (6 2)~~ **Six Two (6 2)** absences (tardy, leave early or absent), **effective January 1, 2023; four (4) effective January 1, 2024; three (3) January 1, 2025**, per rolling 12-month period for unexpected medical absences for the employee or the employee's spouse, **registered Domestic Partner** or children, approved by treating healthcare provider.
3. **Six (6) absences (tardy, leave early or absent) per rolling 12-month period for scheduled absences to obtain medical treatment for the employee or the employee's spouse, registered Domestic Partner or children. Such absence must be scheduled at least two one weeks in advance and approved by the treating healthcare provider. Employees' should must demonstrate (upon request) make reasonable efforts to schedule that the scheduled medical treatment was necessary on a non-scheduled workday. If unexcused absenteeism remains above 2% then the numbers shall be three (3) in 2024 and two (2) in 2025. The percentage will be reported to the Union in writing quarterly (or more frequently by individual request from the Union) and posted in time clock alley quarterly; the calculation will be done annually.**

Effective January 1, 2023 all employees who are not at suspension level will have their total attendance reduced by two occurrences.

III. Regular Attendance

Employees are expected to be on the job when scheduled except when supervisory approval has been given authorizing the employee to be absent. Absences should not be excessive in nature and must be limited to maintain efficient operations. In an effort to address attendance problems in an area that result in excessive overtime, unfilled vacancies, machine downtime (or slowdown

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due to staffing), etc., leadership from the Company and Union will meet to review attendance, staffing, call-ins, training, and other contributing factors. Both parties commit to a solution-based process that will include employee and supervisory engagement from the impacted area.

IV. Absenteeism Guidelines

Absenteeism reaching the following guidelines is subject to progressive corrective disciplinary procedures as explained below:

- A. ~~Three (3) occurrences within a 30-day period.~~
- B. ~~Five (5) occurrences within a 90-day period.~~
- C. ~~Eight (8) Seven (7) Five six (65)~~ occurrences within a 12-month period.
- D. Pattern absenteeism of three or more incidents in a one-year period that are similar by virtue of:
 - 1. Falling immediately before or immediately after any allowed day off.
 - 2. ~~Similar scheduled shift pattern (e.g. Saturday night shift) or failure to fulfill assigned Step 6 shift without prior approval (e.g. 18 hour shift) and similar scheduled shift pattern (e.g. Saturday night shift)~~
 - 3. Work assignment (e.g. schedule in for down day or work overload or failure to fulfill assigned Step 6 shift without ~~prior~~ approval (e.g. 18 hour shift) or similar scheduled shift pattern (e.g. Saturday night shift)).
 - 4. Scheduled holiday.

Three incidents must occur in only one of the above categories.

v. Definition of an Occurrence

An occurrence is a period of time from the beginning of the absence until return to work, which includes the following:

- A. An incident of tardiness shall count as one-half occurrence. A tardy/leave early is defined as 1/3 of one's scheduled shift or less.
- B. ~~Failure to fulfill an assigned step six (6) shift without prior approval.~~
- C. A single or partial day's absence.
- D. Each consecutive day away from work will be counted as a separate occurrence except in those cases where mitigating circumstances such as substantial life events contributed to the absences. ~~Examples include family medical events where satisfactory evidence is provided.~~ In all cases, management will review the personal attendance record and history of each impacted employee, giving weight to a good attendance history.
- E. In order to be excused for absence(s), an employee upon returning to work, and in no event more than seven (7) calendar days later, must present substantiation of such absence(s). This substantiation must be documented from the doctor's office, providing proof of the time and date of appointment, the patient's name, and the date(s) the employee was unable to work. It will be dropped in the drop box outside of Health Services. An appointment card cannot be used to verify the absence. If no substantiation is received within the above time frame, the absence will be considered unexcused and will be counted against the employee's attendance record.

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The Company will be inclined to make reasonable exceptions to this deadline when requested by the employee or Union official.

F. Documentation for excused absences:

1. Approved FMLA documentation
2. Documentation of death – Obituary, Death Certificate, etc.
3. Documentation of immediate family member's ~~doctor appointment etc~~ treating healthcare provider.

VI. Corrective Discipline

A. Discipline should be administered promptly upon discovery of an attendance problem. Failure to do so encourages such behavior and impairs the ability of the company to deal effectively with it.

B. When disciplinary action is determined to be warranted, the following represents the normal progression of corrective action to be taken:

1. ~~Coaching Session at six (6) absences (first stage).~~
2. Verbal warning (~~65 occurrences second stage~~)
3. Written warning (~~76 occurrences third stage~~).
4. 2-day disciplinary suspension (~~87 occurrences fourth stage~~)
5. Discharge (~~98 occurrences fifth stage~~).

C. Absent Without Permission

When employees fail to report to work without advance notification and fail to notify the company during their scheduled hours of work, they are considered Absent Without Permission and subject to discipline. In these cases, the employee is to be placed on indefinite suspension pending review and is not to be permitted to return to work until after a meeting with supervision. Behavior of this type can trigger just cause to accelerate progressive disciplinary measures.

D. At each step of the disciplinary process the attendance record of the employee will be reviewed to determine if mitigating circumstances such as substantial life events contributed to the ~~unacceptable~~ absences.

The union will receive a bi-weekly update documenting those in the absence disciplinary procedure ~~and a record of each employee's total unexcused absences under the rolling calendar year on a quarterly basis.~~

Section 2. Bereavement Leave

When an employee is absent from work as a result of death in their immediate family (wife, husband, son or daughter, mother or father, grandparent or grandchild, mother-in-law or father-in-law, step-father or step-mother, brother or sister, step-brother or step-sister, half-brother or half-sister, step-son or step-daughter) they will be paid for actual time lost but not exceeding three (3) days pay at their straight time rate. (one (1) day in the case of employee's brother in law or sister in law.) One of the paid days must be for time lost from work to specifically attend the funeral or memorial service on that day. ~~One of the paid days must be for time lost from work to specifically attend the funeral or memorial service on that day.~~ The three (3) days are to be used at the employee's discretion near the time of death, service or burial (within six months

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from the date of death). The three (3) days do not need to be used consecutively to accommodate delayed burials or services. When not using consecutively, employee needs to notify Management of such.

Employees will receive the rate of the job they are assigned to for the week when they are eligible to receive funeral pay.

Section 3. Jury Duty

In the event an employee is required to be absent from work as a result of having to serve on a jury, they shall be paid the difference between the amount received for such jury service on the days when the employee should have been regularly scheduled to work and their regular straight time rate for the days lost, as per Company policy.

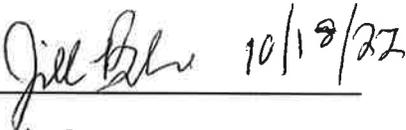
To be reimbursed for jury duty, an employee must bring a letter or check stub, showing the amount of payment from the Court, to the payroll office.



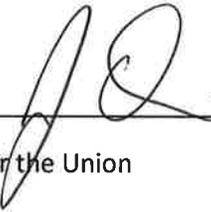
For the Company



For the Union



For the Company



For the Union

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ARTICLE 24. VACATION PLAN

Recognizing the need of rest and relaxation, and in order to promote the welfare and health of its employees, the Company will grant a vacation period to those regular employees as defined by the Agreement as follows:

Each employee who has been continuously in the employ of the Company and successfully completed their probationary period but less than two (2) years shall receive one (1) week vacation with pay. Each employee having continuous service of two (2) years or more but less than six (6) years shall receive two (2) weeks' vacation with pay. Each employee having continuous service of six (6) years or more but less than ten (10) shall receive three (3) weeks' vacation with pay. Each employee having continuous service of ten (10) years or more but less than eighteen years shall receive four (4) weeks' vacation with pay. Each employee having continuous service of eighteen (18) years or more, but less than twenty-five (25) years shall receive five (5) weeks' vacation with pay. Each employee having continuous service of twenty-five (25) years or more shall receive six (6) weeks' vacation with pay.

New Employees hired directly to the Maintenance Department (including E/I) will be given vacation credit for up to ten years of multi-craft industrial experience to determine vacation eligibility. Current Maintenance employees with less than 10 years seniority who can demonstrate prior years of multicraft industrial experience will also receive this credit.

Management reserves the right to schedule vacations consistent with mill operating requirements, as well as to administer the vacation plan as outlined in this Article.

Vacation pay allowance shall be on the following basis:

For employees with less than one (1) year of continuous service, two percent (2%) of the employee's gross earnings calculated by the highest pay rate of any job they're qualified for multiplied by 2,340 hours, but excluding any bonuses received.

- A. For employees with one (1) year but less than two (2) years continuous service, two percent (2%) of the employee's gross earnings during the first fifty-two (52) weeks of their employment, but excluding any bonuses received.
- B. For employees with two (2) years but less than six (6) years continuous service, four percent (4%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.
- C. For employees with six (6) years but less than ten (10) years continuous service six percent (6%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.
- D. For employees with ten (10) years but less than eighteen (18) years continuous service, eight percent (8%) of the employee's gross earnings during the calendar year immediately preceding their vacation but excluding any vacation pay allowance and bonuses received.

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- E. For employees with eighteen (18) years continuous service but less than twenty five (25) years continuous service, ten percent (10%) of the employee's gross earnings during the calendar year immediately preceding their vacation, but excluding any vacation pay allowance and bonuses received.
- F. For employees with twenty-five (25) or more years continuous service, twelve percent (12%) of the employee's gross earnings during the calendar year immediately preceding their vacation, but excluding any vacation pay allowance and bonuses received.
- G. An employee whose gross earnings during a calendar year immediately preceding their vacation are reduced as a result of an approved medical leave of absence due to an illness or occupational or non-occupational accident shall be entitled to a minimum vacation benefit of forty-eight (48) hours pay at their regular straight time rate (at the time of their vacation) for each week of vacation eligibility.

Vacations with pay, or vacation pay allowance, shall be granted subject to the following rules and regulations:

1. Vacations are not accumulative and shall be taken during the vacation period established by the Company.
2. **The number of vacations allowed each week in a line of progression as well as the number of vacations allowed in each respective classification, will be determined by department management based upon operating requirements, the number of vacations held by area personnel, and the number of available vacation relief employees. Department management will consult with area personnel in a joint effort to optimize vacation allotment.**
3. Those employees entitled to more than one (1) week will, insofar as possible, be granted their extra weeks' vacation at those times most desired by the individual employee subject, however, **to the number of vacations allowed** and seniority rights. However, if a permanent opening force an employee to move to a different crew, their first two (2) weeks of vacation scheduled will follow the employee provided the vacation allotments for the department and crew are not exceeded and the change in vacation schedule is cost neutral to the Company. Management may, however, reserve the right to:
 - a) Rearrange vacation schedules at any time necessary due to operating schedules or other conditions. **An employee's 1st and 2nd choice of pre-scheduled vacation will not be rearranged unless the mill experiences an extreme emergency.**
 - b) Designate any period of time during the year for shutting down of **mill** operations for the taking of vacations.
 - c) For employees who are eligible for more than four (4) weeks' vacation, have those employees take that vacation with pay allowance or, at the employee's option, grant that vacation pay as a bonus and have those employees continue working.
4. Employees who are retiring shall receive 1/12th pro-rata vacation pay for each full month of active employment in the year in which they retire in addition to vacation they earned in the previous calendar year (e.g. an employee announces his/her intent to retire on September 1st. The employee works until September 1st and is eligible to receive 8/12ths of their eligible vacation week(s) and pay in addition to the vacation earned for the previous calendar year.) This provision shall also apply to the estate of an employee in the event that an employee dies while on the active payroll.

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- a) Employees who leave the employ of the Company but who have not exhausted their vacation earned from the previous calendar year shall be paid the remaining balance upon their termination.
5. Holidays which may occur during the time an employee is off on vacation, shall not extend the employee's vacation period.
6. Employees enlisting, called or compelled to serve in the Armed Forces in time of peace or war shall be entitled to receive vacation pay providing all other requirements of this Agreement have been complied with.
7. Vacation pay allowance shall be available to an employee on the Friday preceding their vacation week(s) provided the vacation request has been approved by Tuesday of that week. Employees who decide to cancel their vacation must notify their scheduler no later than Monday of the week prior to the week in which their vacation is to be taken; otherwise, the employee will be scheduled on vacation and off the schedule.
8. Banked Vacation -Vacations must be taken, banked or paid in lieu of time off within the vacation year (January 1 to December 31).
 - a) Employees with three (3) weeks or more of vacation may elect to bank vacation weeks. (An employee with three (3) weeks or more of vacation must take a minimum of two (2) weeks of vacation annually. Employees may bank any vacation beyond the two (2) weeks.) An employee may "bank" a week or more of vacation (up to a maximum of fifteen (15) weeks) upon completion of a written application. The employee and the respective Local shall be given written confirmation of the number of week(s) banked and the amount of pay that the employee will be entitled to upon withdrawal.
 - b) Banked vacation shall remain at the vacation pay rate and hours applicable at the time of the banking and will be paid in the order in which it was banked.
 - c) Banked vacation may be withdrawn only in the event of retirement, layoff beyond one week, termination, extended illness or by mutual agreement between the employee, the Union and the Company.
 - d) If an employee elects to bank vacation, the employee will always bank their last choice of vacation weeks. For example, an employee with six (6) weeks of vacation will bank their fifth and sixth week of vacation if they choose to bank two (2) weeks.
9. In the event a permanent move is effectuated after the vacation selection deadline date, those employees moving to a new crew shall have first option to those vacation weeks made available by the employee leaving said crew. However, the final selection of the employee moving to the new crew shall not interfere with the vacation of another employee with less seniority who had previously selected and been granted the same date for his/her vacation. The employees moving to new crews shall not carry their vacation choices from their previous crew with them to the new crew. However, should a conflict arise, the Company will make every effort to accommodate employee's preferred choice(s) for vacation provided the vacation vacancy this created can be filled on a straight-time basis. The Company has no obligation to grant vacation time off, should an overtime situation be created in order to fill the vacation vacancy.
10. The Company has the right to establish vacation guidelines for an area/department. This includes defining the vacation signup process, and determining the number of employees off in a given area.

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- a) The Company may redline any week or rearrange vacation schedules at any time due to operating schedules or other conditions.
11. Employees on a 12-hour shift will receive four (4) individual days and employees on an eight (8) hour shift will receive five (5) individual days.
- a) **Employees must elect this option during the vacation scheduling period each year. Employees who indicate they will be taking single days can also pick them (all or some) during the vacation scheduling period (in order of seniority) after all full weeks have been scheduled.**
 - b) These single days will be available for use on February 1, 2023, for the initial year and January 1 for subsequent years.
 - c) **If not already scheduled during the vacation scheduling period,** employees must request approval for single day vacations by the Wednesday prior to the week in which the day(s) are to be used. These days will be granted on a first come first serve basis. It is understood that if the granting of the request would create a scheduling problem, a hardship on other employees, or exceed the department guidelines as established by the company, the request may not be granted.
 - d) Full week vacation requests and paid personal day requests will take precedence over single day vacation day requests.
 - e) Single day vacations must be taken or paid to the employee within the calendar year.



For the Company



For the Union

 10/19/22

For the Company

 10/20/2022

For the Union

1 **Tentative Agreement**

2
3 **C#19: Article 24. (Vacation Plan) (06/20/2022)**

4
5
6 **Revise language as follows:**

7 4. Employees who are retiring shall receive 1/12th pro-rata vacation pay for each full month of
8 active employment in the year in which they retire in addition to vacation they earned in the
9 previous calendar year (e.g. an employee announces his/her intent to retire on September 1st.
10 The employee works until September 1st and is eligible to receive 8/12ths of their eligible
11 vacation week(s) and pay in addition to the vacation earned for the previous calendar year.)
12 This provision shall also apply to the estate of an employee in the event that an employee
13 dies while on the active payroll.

14 a) Employees who leave the employ of the Company but who have not exhausted
15 their vacation earned from the previous calendar year shall be paid the remaining
16 balance upon their termination.

17 b) ~~In order to be eligible for pro-rata vacation pay, the employee must provide and~~
18 ~~work a minimum of a two-week notice.~~

19 5. Holidays which may occur during the time an employee is off on vacation, shall not extend
20 the employee's vacation period.

21 6. Employees enlisting, called or compelled to serve in the Armed Forces in time of peace or
22 war shall be entitled to receive vacation pay providing all other requirements of this
23 Agreement have been complied with.

24 7. Vacation pay allowance ~~will not be paid in advance.~~ ~~Vacation pay shall be paid through the~~
25 ~~normal scheduled payroll process.~~ ~~available to an employee on the Friday preceding their~~
26 ~~vacation week(s) provided the vacation request has been approved by Tuesday of that week.~~
27 Employees who decide to cancel their vacation must notify their scheduler no later than
28 Monday of the week prior to the week in which their vacation is to be taken; otherwise, the
29 employee will be scheduled on vacation and off the schedule.

30
31
32 **For the Company:** Max D'Alto **Date:** 7/21/22

33
34
35 **For the Union:** [Signature] **Date:** 7/21/22

36
37
38 **For the Union;** [Signature] **Date:** 7/21/22

Art. 28, Group Insurance

ARTICLE 28. GROUP INSURANCE

Section 1 – Group Benefits – The Company shall provide the program of agreed upon Group Benefits to eligible employees and their eligible dependents. The terms and conditions of these programs are subject to group policies and/or plan documents held by the Company.

The Company shall have the sole responsibility: to self-administer, to self-insure and/or to select the carriers for Group Term Life, Supplemental Life, Accidental Death and Dismemberment, Accident and Sickness, Health Care, Vision, and Dental Benefit Plans.

Section 2 – Pooling - In determining the premium for the plans ~~from year to year~~, the Company shall pool all of the claims from all plans (HRA) ~~during the applicable claim period~~, and apply its premium rating methodology to the entire claim pool to determine one premium increase percentage. That one premium increase percentage shall be applied to the plan, so that the plan has the same percentage increase applied to its applicable overall premium dollar amount. ~~for the term of this agreement~~. The Company agrees to share their methodology and the resulting information and changes with the Local. The parties may mutually agree to add additional mills to the pool as additional labor agreements are negotiated. ~~or join group insurance plans associated with Billerud with a separately agreed upon premium scale for bargained members~~. The Company may include hourly employees from other unions into the pool as long as the USW in that mill is participating.

Section 3 - Health Care Data - The Company agrees to share on a quarterly basis, in a timely manner all Group Health Care Plan experience data for the Local. This includes all HIPAA compliant claims data, Health and Prescription Claims. Information on Provider Discounts, Network discounts and charges, Census, Administration, and any other costs associated with this plan are available on a semi-annual basis and will also be shared.

Section 4 – Commitment - The health care plans (HRA) shall remain in place for the life of this collective bargaining agreement. This commitment exists despite any language in the summary plan descriptions or plan documents to the contrary. This shall not affect the right of the Company to make administrative or carrier changes as long as the network of carriers remains substantially equivalent and the levels of benefits are not altered unless by mutual agreement of the parties. Nothing in this agreement shall prohibit the Parties from developing mutually agreed upon alternative health care arrangements during the life of this Agreement.

Exhibit C

HEALTH INSURANCE, PENSION AND 401K

HEALTH INSURANCE ~~The current health care plan shall remain in effect for the life of the Local CBA.~~ The Parties agree to maintain the existing health care committee and work jointly on efforts to control costs and deliver health care more efficiently. ~~Effective March 1, 2019,~~ **Benefits eligibility for new hires will begin on the first day of the month following their hire date. Also Refer to Company Proposal C30**

DEDUCTIBLE

1. In network deductibles shall remain at \$1,250 /\$1,875/\$2,500 and out-of-network deductibles shall remain at \$2,250/\$3,375/\$4,500.
2. ~~The current HRA incentive programs will include an HRA incentive of \$1,000 for all covered members and spouses who complete their annual preventative wellness exams to be deposited on the first day of the month following the successful processing of the exam by the insurer.~~

The following healthy living wellness incentives will be made available to each covered employee and spouse to offset deductible increases:

- (a) Personal Health Assessment (PHA)\$100
- (b) Annual Preventative Exam\$250
- (c) Weight Management or Smoking Cessation Online Course\$200
- (d) Complete sessions with a Lifestyle Coach\$100
- (e) Enroll in Chronic Condition Management\$100

3. Maximum level of annual incentive awards will be \$750 per covered employee or spouse.
4. **If an exception is made for an employee who does not qualify for a manufacturer program, the specialty drug copay remains at \$100.** Specialty drugs are designed and used to treat complex and chronic conditions and are the most expensive class of medication. **Also See Company proposal C30 – new drug program.**
5. Tobacco surcharge for smokers of \$75 per month for each covered life.
6. In addition to the above, the Parties agree to harmonize site specific dental plans per the following plan design schedule below:

- (a) Preventive & Diagnostic.....100%
- (b) Basic.....80%
- (c) Major.....80%
- (d) Orthodontia.....60%
- (e) Deductible.....\$25 Single, \$75 Family
- (f) Calendar Year Maximum \$1,500

The Parties agree to harmonize existing site specific Accident and Sickness plans as outlined below, and to make optional life insurance coverage available at each site effective January 1, 2020: Weekly Accident and Sickness benefits will be a weekly rate of:

January 1st, 2023: \$565

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January 1st, 2024: \$575
January 1st, 2025: \$585
January 1st, 2026: \$595
January 1st, 2027: \$605

~~60% of member's income for the term of the agreement~~, subject to existing waiting period effective upon ratification

~~As of 1/1/2022, affected employees will be required to pay their portion of the employee premium on an as you go basis, or alternately, that portion will be placed in arrears and upon return to work, commencing on the employee's first full pay period, insurance deductions shall be doubled until the arrearage has been repaid.~~

Employees on an approved Accident & Sickness (A&S) leave of absence for more than 60 days will be required to pay their ~~portion of the employee benefit~~ premiums on an as you go basis. ~~or alternately, Employees who are on an approved unpaid leave of absence or approved A&S leave of absence for less than 60 days that portion will have their benefit premiums~~ be placed in arrears and upon return to work, (commencing on the employee's first full pay period), ~~insurance their benefit~~ deductions shall ~~will~~ be doubled until the arrearage has been repaid.

Benefits continuation after A&S expires will be harmonized as follows: Active rates for 18 months in lieu of COBRA continuation. If approved for Social Security Disability, an additional 11 months are available via COBRA at COBRA rates.

B. HRA Plan

1. This plan offers effective deductibles of a PPO arrangement with first dollar coverage through Health Reimbursement Arrangement (HRA) of a consumer driven plan and significant incentives towards encouraging good health and proactive management of chronic conditions.
2. All hourly employees will have their healthcare costs pooled in developing premium equivalents ("premiums") and will have the same premiums. This will spread out the risks and provide greater stability in healthcare cost changes.
3. The Health Reimbursement Arrangement (HRA) shall be used by employees covered under the Company's healthcare plan for healthcare expenses for themselves, their spouses and dependents for qualified medical expenses as set forth by the IRS. Any unused credit in the HRA shall be rolled over from year-to-year. There shall be no cap on the amount of roll over from year-to-year or the account balance that may accrue in the HRA. The HRA will coordinate with a Flexible Spending Account (FSA). This is done on a plan level and there must be a consistent methodology followed for all plan participants. The HRA will be used first, and then the FSA funds. If you terminate or retire, the HRA account may continue if you choose COBRA coverage.

The Parties agree to maintain the existing health care committee and work jointly on efforts to control costs and deliver health care more efficiently.

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Nothing in this Agreement shall prohibit the parties from developing mutually agreed upon alternative medical, dental and vision arrangements during the life of this Agreement.



For the Company



For the Union



For the Company



For the Union

Retirement

ARTICLE 29. RETIREMENT

Section 1 – Retirement Plan - The Company shall maintain, for the duration of this Agreement, the retirement plan as agreed upon with the Union. This commitment exists despite any language in the Summary Plan Descriptions or Plan Documents to the contrary. The terms and conditions of the agreed upon retirement plan are set forth in the document entitled “Verso Corporation Employee Pension Plan.”

Effective 1/1/2014 Upon ratification: \$47-per month/year of credited service.

Section 2 – 401k – The Company shall maintain, for the duration of this Agreement, the 401k plan as agreed upon with the Union. This commitment exists despite any language in the Summary Plan Descriptions or Plan Documents to the contrary.

PENSION

The Parties agree that employees who are grandfathered in the current defined benefit pension plan will remain in the current plan.

Life Insurance

Upon the Effective Date, all Union employees will have \$80,000 in company-provided life insurance coverage plus \$80,000 in accidental death and dismemberment insurance coverage.

The ~~Verso~~ Billerud Corporation Employee Pension Plan (the “DB plan”) will be closed to all new hires. Going forward, eligibility for DB plan benefit accruals will be determined by years of service and age as of March 31, 2013 (Effective Date).

I. Defined Benefit Plan

1. Grandfathered Employees

a) Grandfathered Employees are defined as those who were eligible and chose to be Grandfathered at the time prescribed and as outlined in the 2012 Master Agreement between NewPage and the Union.

c) Automatic Company Contributions

The Company shall contribute three percent (3%) of a Grandfathered Employee’s eligible pay to the Retirement Savings Plan for Bargained Employees (“the Savings Plan”). This contribution will be made by April 1st, on an annual basis and will be prorated for a partial

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year. This Automatic Company Contribution is in lieu of any Scheduled and Future Multiplier Increases beyond those outlined in paragraph 1b) above.

d) Coincident with the commencement of the Automatic Company Contributions stated above, Grandfathered Employees that currently have 401k matches will receive a 3% match (100% on the first 3% of employee contribution based on eligible pay). Grandfathered Employees who are not currently receiving a 401k match will not receive this 3% match.

e) Automatic Company Contributions shall include time spent on both Company-paid as well as Union-paid approved union business pursuant to Section III.

2. Non-Grandfathered Employees and New Hires

a) Non-Grandfathered Employee is any employee not currently Grandfathered as defined in 1(a) above.

b) Non-Grandfathered Employees will receive any Scheduled Multiplier Increases and Future Multiplier Increases to which the participant is eligible.

c) A Non-Grandfathered Employee's DB Plan benefit accruals will be frozen as of the Effective Date of the 2012 Master Agreement between NewPage and the Union, but they will continue to accrue age and service for purposes of vesting and early retirement eligibility.

d) Employees hired on or after the Effective Date of the 2012 Master Agreement between NewPage and the Union will be "New Hires" and will not be eligible to participate in any Company sponsored DB Plan.

Pension Freeze

The Company shall amend the Verso Retirement Savings Plan for Bargained Hourly Employees to reflect the foregoing provisions. The Company will submit copies of applicable amendments to the respective Unions representing employees covered by the DB plan for review and agreement prior to finalization.

The Company further intends to fund the DB plan in such a legally permitted way so that the Scheduled Multiplier Increases and Future Multiplier Increases shall go into effect.

II. Defined Contribution Retirement Plan - 401K

1. Company Contributions – Non-Grandfathered Employees

a) Company Matching Contributions.

i. As of the Effective Date, the Company will contribute up to four percent (4%) of pay if the employee contributes at least six percent (6%) of eligible pay to the

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Savings Plan. If the employee contributes less than six percent (6%) of pay to the Savings Plan, the Company shall contribute at a rate of \$1.00 matched for every \$1.00 contributed on the first two percent (2%) of pay and \$0.50 matched for every \$1.00 contributed on the next four percent (4%) of pay.

ii Company Matching Contributions shall include time spent on both Company-paid as well as Union-paid approved union business pursuant to Section III below.



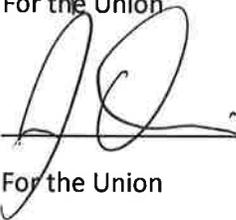
For the Company



For the Union

 10/18/22

For the Company



For the Union

#C25 – New Investment - Re-build - Re-structure Addendum Discussion

9/29/2022

NEW INVESTMENT ADDENDUM

General Principles

In order to obtain a mutually acceptable bargaining agreement that will assist in securing necessary investment and help assure the short and long-term viability of the Escanaba Mill, the parties agree to this Addendum to address how major capital investment will be incorporated into the Mill. The parties understand the challenges presented when significant investment is made to start a new or substantially re-built machine/department/process (collectively referred to as "New Investment") and want to develop a joint and collaborative approach when New Investment is made. The purpose of this Addendum is to identify agreed upon core principles that will apply to prepare for, implement and operate New Investment. This Addendum will only go into full force and effect if the project for the new E5 FBB machine is approved for the Escanaba Mill.

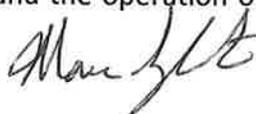
By way of example, New Investment may involve major capital investments that result in:

- Full Rebuild, replacement or addition of a major asset to an operating area. (e.g.: paper machine, refiners, pulp processing equipment, Kraft Mill wash lines, chipping lines, boiler(s)/power turbine/new warehouse).
- Producing a different product (e.g.: Kraft Mill now makes brown stock, paper machine makes FBB, Utilities produce solar power)
- Change to an area or mill infrastructure that significantly increases or changes the current capacity, and/or process flow of how the mill area operates today, through capital investment or automation. (e.g.: Woodyard, BCTMP, PS&D Warehouse, electrical grid capacity)

This Addendum is not intended and will not apply in less expansive investments and modifications in the normal course of business (e.g. "in kind" replacement such as a new de-barking drum, or auto slabber replacement or new headbox, etc....).

The parties recognize that the investment, scope, and project for each New Investment may be different and that every possible challenge and issue cannot be known or addressed in advance in this Addendum. Accordingly, the parties express their mutual commitment to a problem-solving process and to review this Addendum as necessary to address such challenges during the life of the bargaining agreement.

Core principles that the parties believe will allow for effective transition during periods of change resulting from New Investment and the operation of New Investment will include a



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Joint Labor/Management Transition Committee and some or all of the following elements as appropriate based on the impact of the New Investment:

- Transition and Standing Committees
- Team-based Departments/Problem-Solving Processes/Self-Direction
- Fair Employee Selection Processes for New Investment Job Opportunities
- Cross-training/Job Groups/Line of Progression/Rotation/Skills Enhancements
- Competitive Compensation and Pay for Skills
- Staffing to Support Work Life Balance
- Employee Commitment to New Investment to Ensure Viability

Article 1: Transition Committees

Section 1. At the beginning of each New Investment process, the parties will meet to determine the scope and role of a Transition Committee. Each Transition Committee will consist of equal union/management representation. The Union will pick the bargaining unit representatives and the Company will select management. Concerns about selected individuals will be discussed by the parties.

Section 2. The Transition Committee will review the scope and parameters of the New Investment and evaluate language in the Collective Bargaining Agreement (CBA) and this Addendum as well as procedures and practices in the affected area that will be impacted. The Committee will also develop additional rules for the Committee's operation as necessary and whether additional sub-committees are needed.

Section 3. The Transition Committee shall make a concerted effort to reach consensus on necessary decisions related to or impacting the bargaining unit. In the event the committee cannot reach consensus on a decision, the committee will seek guidance and direction from the Union President and Mill Manager (or their designees). In the absence of consensus, management retains final decision-making authority.

Section 4. No committee will have the authority to modify the bargaining agreement or this Addendum.

Section 5. Time spent working on committees shall be considered hours worked.

Article 2: Selection Process for New Investment

Section 1. When New Investment is made, selection for initial job opportunities and future openings will be made utilizing the following process:



- A. The Company will provide educational information to employees to explain the plan for a New Investment and the general job skills and requirements for each new job, selection process (testing/~~interviewing~~ **evaluation** and/or qualifying) including the expected commitment from selected candidates.
- B. Current mill employees will be given the first opportunity for available positions prior to external candidates. Management may, following review and recommendation of the Transition Committee, provide first opportunity for consideration for available positions in New Investment to employees currently working in the impacted area (e.g. whether Wood Yard employees should get first opportunity for new Wood Yard). If an insufficient number of employees apply for openings or successfully complete applicable testing, **interview_evaluation** and qualification processes, the Company will seek external candidates.
- C. Employees interested in being considered for New Investment will submit a bid. **If an employee has a current bid restriction penalty per Article 12, Section 4 of the CBA, it will be waived for consideration for New Investment.**
- D. Tests may be obtained or developed (as appropriate) based on the requirements of the positions for a New Investment. Where reasonably possible based on timeline, expertise, etc., local tech schools, community colleges, 3rd party resources, and other Billerud facilities will be utilized to assist in appropriate test development, validation, and test administration/scoring.
- ~~D.E.~~ **Employees bidding to a New Investment cannot be in final stage of attendance or written warning stage or above final stage of attendance or final stage of disciplinary policies (pending grievances, advanced to the 3rd step or further related to these, will be exempt from this restriction until resolved).**
- ~~E.F.~~ Employees who achieve a passing score on applicable test(s) (if a test is utilized) will be evaluated by a joint ~~peer~~ review committee with equal **representation of Union and Management** to select for available positions in a New Investment. Selection will be based on the following factors: **seniority**, test scores, experience, skill **(which may include a team skills assessment)**, knowledge, ability and work history **(e.g., attendance, safety and disciplinary record)**. If a test is not utilized, the most senior employee in the area impacted by the New Investment who bids will be given first opportunity for ~~peer joint~~ committee review **evaluation** ~~consideration~~ and/or qualification. In the event a ~~peer joint~~ review committee cannot reach an agreement on a candidate the Union President and Mill Manager (or their designees) will be consulted. Management will have the final decision on selections.
- F.G. Selected employees will be offered their initial primary position in the New Investment with consideration given to the candidates' preference.
- G.H. Selected employees will be provided appropriate training (including technical, team and conflict resolution training) and opportunity for qualification.
- H.I. Selected employees will be expected to remain in the New Investment for a minimum term and commit to requirements as established by the Transition Committee or

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management if the Committee cannot reach consensus. The maximum period an employee may be required to commit to a New Investment opportunity is three (3) years. The commitment would begin when ~~bids are awarded to an~~ the individual starts training for their new position.

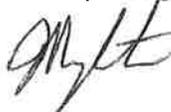
H. Employees who are not selected or do not qualify for a position will be allowed to return to their prior position or use their seniority to bid or curtail to other positions if their position is no longer available.

K. Department seniority for selected employees that are part of an initial implementation of New Investment will be determined by Mill Seniority (Unless the particular new investment opportunity is limited to the employees in the existing department).

Section 2. Promotions:

- A. Employees within a Progression/Job Group will progress based on the job levels they certify on within the Progression/Job Group.
- B. When a permanent job becomes open in the lowest Progression job/Job Group, a mill wide job posting allowing for bids into the department will be posted. Employees **interested** must sign a bid for the job and **will may** be subject to **the same a** selection and commitment process **as set forth in** Section 1 above ~~for initial placement.~~
- C. When a permanent job becomes open in the next higher job in the Progression/next higher Job Group the senior employee, who has certified in all lower levels within their current progression or all jobs in their Job Group (and at least one job in the next Job Group), will have the first opportunity ~~to test and/or be interviewed~~ **evaluated/considered for a promotion to be promoted.** into the next position in the Progression/Job Group. If the senior employee **does not move up is not selected or does not qualify**, the next senior employee will have the **next** opportunity for the promotion. Employees can fail to move up only one time before they are disqualified from the line of progression/job group.
- D. Team Leader Position
 - i. The Transition Committee will discuss the merits of having a "Working" Team Leader position in each New Investment and endeavor to reach consensus.
 - ii. The Team Leader, if any, will be selected from employees within the New Investment Department.
 - iii. The Team Leader will be selected per process set forth in Section 1 above.

Section 3. Selections pursuant to this process shall be subject to the Grievance process in the CBA but shall not be subject to arbitration other than for an Arbitrator to determine whether or not the process in this Article was followed. An Arbitrator shall not have the authority to overrule **peer joint** review or management determinations on individual selections or order that a particular employee be selected for an opening.



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Section 4. Transition and Joint Review Committee Training. The Company will provide training for members of the Transition and Joint Review Committees. Selection of the trainers will be jointly decided by the parties.

Article 3: Work Flow, Compensation and Responsibilities

Section 1. Job requirements, staffing levels, progressions and/or Job Groups will be established by management for New Investment with the advice and consultation of the Transition Committee or sub-committee **per Section 2 below**. Pay rates for skills, jobs, progressions, and Job Groups will be established per Article 15. (Rates for New or Changed Classifications) of the CBA

Section 2. The parties recognize the need for flexible staffing, training and assignments in New Investments to maximize productivity, job coverage, and ability to flow to work as needed. The Transition Committee or sub-committee will be responsible for developing or reviewing initial recommendations on Progressions, Job Groups, training requirements, self-directed responsibilities, staffing, overtime assignments, vacancy filling and coverage, rotation, and duties.

Section 3. Employees may be temporarily assigned to any job within a Progression and/or within a Job Group that they are qualified to perform. If assigned to a lower paying job, the employee will continue to receive his/her higher rate of pay while performing such work. If assigned to a higher paying job (for more than one consecutive (1) hour), the employee will receive the higher rate while performing such work. When a job in New Investment is shut down, employees can be temporarily transferred to fill other job vacancies **on which they are qualified** anywhere in the mill for the remainder of their scheduled shift. (Article 13. Temporary Transfers will not apply to New Investment).

Article 4: Job Curtailment

Section 1. Permanent Reduction In the Work Force

- A. Employees from other departments or areas may not bump into New Investment unless they have previous department seniority in the New Investment. ~~In this case the employee can use their prior department seniority to move into the bottom job within a progression or the bottom job group.~~
- B. If employees in a New Investment are permanently curtailed, they will bump in their own Job Group and/or Progression based on Department Seniority (This replaces Article 12, Section 6, **Paragraph number 1** of the CBA).

Section 2. Temporary Reduction in the Work Force

- A. Employees from other departments or areas may not bump into New Investment.



5


 9/29/2022

- B. ~~New Investment will not be part of Article 12, Section 7, Exhibit D of the CBA.~~
Employees bumped from the ~~New Investment department~~ will be assigned to the Labor Pool.

Article 5. Temporary Employees

The Company may utilize temporary employees from temporary agencies to assist in the transition process for New Investment. These employees shall not be considered employees of the Company and will not be covered by the Bargaining Agreement. In addition, the four (4) month limitation on temporary employees actually hired by the Company (not agency employees) under Article 12, Section 10 of the CBA, shall not apply to employees hired by the Company to assist in a transition for New Investment. Transition for the temporary employees refers to a defined period prior to New Investment, during the New Investment and/or a defined period of time following the New Investment. This would not be used to reduce regular staffing numbers. No bargaining unit member will be laid off involuntarily while temporary employees are being utilized. Mill Trainees will still be utilized for filling of vacancies and work and given preference to temporary employees within the assigned department. Mill Trainees will work no less than 36 hours a week if a temporary employee is assigned to work in the departments the mill trainee is qualified in. The Union will be furnished a list containing the name(s) and hiring date(s) of all employees hired by the Company within fourteen (14) days of hire.

Article 6. ~~Current~~ Other Language within the CBA that ~~will may not apply or may will~~ be modified for New Investment:

- Article 12: Section 4 – Clothing Person position will not apply to New Investment.
- Article 16: Hours of Work and Overtime
 - Section 5: Minimum Guarantees: Wire Change pay will not apply to New Investment
 - ~~Section 10: If an Alternate work schedule is needed for New Investment, the Transition committee will review and provide recommendations to management for approval.~~ Transition committee may develop vacancy filling procedures and/or Alternative Schedule based on the shift schedule and other needs of a “New Investment” subject to approval by the parties.
- Article 31: Mill Trainee Pool

The need to utilize the mill trainee pool or utility relief position for New Investment will be established by management with the advice and consultation of the Transition Committee or sub-committee. In all cases the principles decided of how Article 2 of this addendum is applied to the New Investment will be followed.

By: [Signature] 9/29/2022 [Signature]

- Exhibit E: Existing training schedule & Rate Policy of the CBA does not apply to New Investment during the transition phase and will be replaced by:
- ~~Training Schedule & Rate Policy does not apply to New Investment.~~ Employees scheduled to staff the New Investment and who are required to train will be compensated based on ~~previous year's average wages.~~ the employees previous shift rate & schedule (e.g. an employee on a previous 40 our week will receive a minimum of 40 hours pay and an employee on tour will receive a minimum of 45 hours of pay unless the employee is absent from work).

Article 7: Collaborative Problem-Solving Process and Partnership Agreement For Discussion

Develop principals for the partnership agreement which we agree to and live by – These will be a set of values that each party must live up to ensure the collaborative problem-solving process is successful. (This must be created).

Article 8: Other

This Addendum shall control in the event of any conflicts with the collective bargaining agreement including Side Agreements or Guidelines as outlined in Exhibit H & I of the CBA. The transition committee for each new investments will review the side agreements and guidelines to determine which Side agreements and Guidelines will not apply to each new investment pending review and approval by the parties.

The Company reserves the right to revise, update, amend, supplement or withdraw any or all of this proposal unless and until a final agreement is reached and ratified by a majority vote of the bargaining unit members and such final ratified agreement is accepted in writing by the President of Billerud/Verso North America.

Maughth
Bozhi 9/29/2022
And K

New Investment Addendum – Article 7.

Collaborative Problem-Solving Process and Partnership Agreement

Section 1. Collaborative Process. The Company and Union agree that securing new investment will determine the future viability of the Escanaba Mill. To that end, the Parties have agreed to partner in order to obtain new investment and to ensure that those investments are successful from a financial, operating and people perspective. The foundation of this partnership will be collaborative problem-solving, which consist of:

- Identifying the goal/challenge/problem/issue to be achieved/solved
- Gathering data (operate on facts)
- Determining stakeholder interests
- Identifying solutions
- Attempting to reach consensus on best possible solutions
- Implementing and managing the solution
- Evaluating outcome
- Determining next steps

Section 2. Transition Support Specialist. To foster this partnership and support new investment, the Company will create Transition Support Specialist (TSS) position(s) as needed during periods of transition. If only one TSS position is created, the position will be filled by the Union President or designee. Any additional TSS positions will be filled by bargaining unit members mutually agreed to by the parties. Employees selected for TSS positions will remain in such roles based on mutual agreement of the parties. Ordinarily, TSS positions will be full time (depending on the scope and needs of the specific New Investment involved). Pay rates for each TSS position will be 125% of the employee's current base pay rate. The starting date, duties and assignments, duration of assignment, hours of work, etc. will be determined on a case-by-case basis. Additional Company paid Union positions may be added by mutual agreement of the parties.

Section 3. Labor/Management Cooperation Teams. In addition, joint Union and Management department teams will be established and will meet monthly to resolve issues collaboratively. The Union will determine who will participate from the Union/Department and The Company will determine who will attend for the Company. (Maximum of four (4) Union members and four (4) Company members).

Within 90 days of ratification the parties will meet to establish a charter and guidelines for this Agreement and the Transition Specialist Position. Within 90 days of ratification the parties will meet to establish a charter and guidelines for this Agreement and the Transition Specialist Position.



For the Company



For the Union

 10/19/22

For the Company

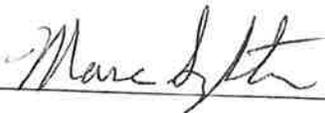
 - 10/20/2022

For the Union

#CJ5 – Complete Agreement
Tentative Agreement 10/14/2022

CJ#5: New Article – Complete Agreement

The parties agree that existing Side Agreements and Guidelines in Exhibit H&I will continue to apply during this Agreement. It is further agreed that the Memorandums in H&I and others that have been agreed upon or modified will be updated and incorporated into new exhibits. Otherwise, this Agreement is the entire contract between the parties and supersedes all other prior oral or written agreements, memorandums and side letters that are not identified herein. All past practices that were eliminated and superseded in the Master Agreement reconciliation process in 2019 remain eliminated unless they have been re-established as binding past practices since that date. All superseded items shall remain null and void and evidence or information prior to the 2019 reconciliation shall not be cited or referenced as a binding agreement or practice in any grievance, arbitration, or dispute.



For the Company



For the Union

 10/20/22

For the Company



For the Union

#C22 – Exhibit B, Disciplinary Standards

**EXHIBIT B
BILLERUD ESCANABA MILL
- RULES -**

The following rules have been mutually adopted by the Company and the Union. In order to accomplish the best results in our work, and to preserve at the same time a spirit of fairness and justice, it will be necessary that these rules be enforced.

1. Putting away tools and cleaning up the job site is considered a part of a person's work.
2. Employees who report late for work should notify their supervisor or department supervisor before commencing work. When employees report late for work, the next quarter hour following the time reported shall be used as the starting time in calculating hours worked per day or week.
3. Employees must not leave their respective department except for necessary purposes.
4. Lockers toolboxes or other Company property assigned to all workers must be kept in an orderly condition and are subject to inspection at all times.
5. Management reserves the right to examine the contents of any and all items on mill property or taken into or out of the mill. Such items include but are not limited to backpacks, duffle bags, purses, gym bags, lunch boxes or bags.
6. The mill shall be closed to all visitors except those who have secured special permission and passes from Management.
7. It is the responsibility of all employees to promptly update any change in address, mobile and/or home telephone number, and/or marital or dependency status through the Company's Human Resources Information System, or by contacting the Human Resources Department to update information via a computer kiosk.
8. Employees shall cooperate at all times in helping to maintain the general orderliness and cleanliness of the mill and they are held individually and collectively responsible for the condition and appearance of all machines, equipment, and/or hand tools used by them and for the appearance of the areas in which they work and their lockers.
9. Employees should report all mechanical defects in equipment or power operated machinery to their department supervisor promptly.
10. With the exception of safety issues and work-related issues taking photographs, audio or video recordings, making sketches or written descriptions of any Company property or products, shall not be allowed except by permission of the Mill Manager.

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
ECONOMIC 10/17/2022
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11. All employees will refrain from the use of hostile or abusive language, or the use of excessive profanity directed towards another employee or supervision.

DISCIPLINARY STANDARDS

Actions in violation of Company policies or rules, or actions, interfering with orderly and proper operation, subject an employee to disciplinary action; this may mean discharge if the offense is deemed to warrant such action.

The purpose of disciplinary action is not to punish, but to discourage repetition of misbehavior by the offender or by another following their example.

The following violations of Company standards of conduct, not excluding others, shall receive disciplinary action as indicated, unless unusual and compelling mitigating factors are considered applicable. Repeat violations of the same rule or a combination of violations of multiple rules shall be cause for accelerated disciplinary action, even though the infractions may be from different categories.

Discipline will remain active for a one (1) year period.

Misconduct rules will remain the same with the below exceptions:

Rule #1, 2A and 2B will be modified per the agreed upon Drug and Alcohol policy

Rule #28: Modify to read: Failing to meet Performance Standards

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 ECONOMIC 10/17/2022
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MISCONDUCT

	First Violation	Second Violation	Third Violation	Fourth Violation	Fifth Violation
1. Bringing intoxicants, narcotics or firearms (concealed or otherwise) into the mill; consuming intoxicants or using narcotics on the mill premises. <i>(See the Alcohol and Drug Use Policy)</i>	Discharge				
2A. Reporting for work under the influence of intoxicants and/or narcotics per the following list of violation sequences: <ul style="list-style-type: none"> • Intoxicant, Intoxicant, Intoxicant – or • Narcotic, Intoxicant, Intoxicant – or • Intoxicant, Narcotic, Intoxicant – or • Intoxicant, Intoxicant, Narcotic 	1 week suspension	1 week suspension	Discharge		
2B. Reporting for work under the influence of Narcotics	1 week suspension	Discharge			
3. Smoking in other than designated areas.	Verbal	Reprimand	1 week suspension	Discharge	
4. Smoking within posted limits at woodpile.	Discharge				
5. Deliberate destruction or removal of any property of other employees or of the Company.	Discharge				
6. Failure to use safety equipment or comply with safety rules, as established by the Company.	Verbal	Reprimand	2 days suspension	1 week suspension	Discharge
7. Loafing or loitering during working hours.	Verbal	Reprimand	2 days suspension	1 week suspension	Discharge
8.					

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
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		First Violation	Second Violation	Third Violation	Fourth Violation	Fifth Violation
8.	Failure to notify the Company when absent from work.	Reprimand	2 days suspension	1 week suspension	Discharge	
9.	Gambling in the form of card games, dice games or coin games on Company property.	Reprimand	1 week suspension	Discharge		
10.	Defacing Company property, bulletin boards or material thereon.	Reprimand	2 days suspension	1 week suspension	Discharge	
11.	Creating or contributing to unsanitary conditions.	Reprimand	2 days suspension	1 week suspension	Discharge	
12.	Gross negligence resulting in serious injury to another employee.	Discharge				
13.	Unauthorized possession of explosives or concealed firearms on Company premises. (Firearms legally stored in a parked vehicle are exempt from this Rule.)	1 week suspension	Discharge			
14.	Sabotage causing damage or destruction to tools, machinery, equipment, product, or other property belonging to the Company or to fellow workers.	Discharge				
15.	Willful waste of materials, supplies, etc. with malicious intent.	Discharge				
16.	Any employee determined to be an aggressor in a fight.	Discharge				
17.	Insubordination (refusal to obey any reasonable order given by a supervisor or refusal to perform a service in the line of duty as required by a supervisor).	1 week suspension	Discharge			

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		First Violation	Second Violation	Third Violation	Fourth Violation	Fifth Violation
18.	Sleeping on duty.	1 week suspension	Discharge			
19.	Intentionally signing or recording the time of another employee.	Reprimand	1 week suspension	Discharge		
20.	Refusal to submit parcels or lunch boxes for inspection by properly authorized inspector when entering or leaving plant premises.	Discharge				
21.	Starting or quitting work contrary to Company regulations. Also lunching contrary to Company regulations.	Verbal	Reprimand	2 days suspension	1 week suspension	Discharge
22.	Attempting to defraud the Company by deliberate misrepresentations of time worked.	Discharge				
23.	Obtaining materials or tolls from storerooms or other assigned places on fraudulent orders or misrepresentations	3 day suspension	1 Week suspension	Discharge		
24.	Conduct which endangers other employees.	Reprimand	2 day suspension	1 week suspension	Discharge	
25.	Operation of machines, tools, or equipment to which an employee has not been specifically assigned by an accredited superior.	Reprimand	2 day suspension	1 week suspension	Discharge	
26.	Failure to meet Performance Standards	Verbal	Reprimand	2 days suspension	1 week suspension	Discharge
27.	Failure to comply with location parking rules. (Vehicles blocking fire lanes will be towed immediately.)	Parking Citation	Parking Citation	Towed	Towed plus permit revoked 6 months	
28.	Failure to attend a safety meeting as outlined under the Safety meeting attendance guidelines.	Verbal	Reprimand	2 days suspension	1 week suspension	Discharge

Written Verbal Warnings

In many cases of progressive discipline, employees receive a verbal warning from their supervisor when addressing a specific behavioral or performance issue.

When employees are being reprimanded verbally for a specific issue, written documentation shall be maintained for record keeping purposes. The employee and the Union shall both receive a copy of the written verbal warning.

Working Suspension

An additional alternative available to the parties is to utilize a “working suspension”. In keeping with the steps agreed to in respect to the disciplinary standards of the Agreement, there are times when an employee can be suspended from work for a specific period of time.

In order to mitigate the potential issues that arise with suspensions, the parties agree to utilize a concept known as “working suspensions”. The record of the suspension shall be placed in the respective employee file for the purpose of documenting the “next” step in respect to progressive discipline. However, the employee will continue to work their assigned schedule. In the event that a “working suspension” is utilized in lieu of a non-working suspension, this will minimize the impact on other employees in the respective work area. In the event that the Company elects to utilize a traditional suspension in a particular case, the Union can request that the Company utilize a “working suspension”. The decision on how to discipline an employee will remain with the Company.



For the Company



For the Union



For the Company



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
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UN12 - EXHIBIT E

Training Schedule and Rate Policy

Training for a Week or More:

- (a) Training within an employee's department:
An employee trains (or works) on the scheduled number of hours they would normally work.
- (b) Training outside of an employee's department:
An employee trains (or works) on the normal schedule of the new job they are in training for.
- (c) For scheduling purposes, "Train if Possible" indicates the employee owns their normal job for the week and retains all rights and obligations associated with such. When an employee is off the schedule "Training" they do not own their normal job for the week.

Rate for All Training Situations:

- (a) Employees in training are paid their standard job rate or the rate of the job on which they are training, whichever is lower. An exception will be made for an employee who would have moved up for the normal work week as defined in the Collective Bargaining Agreement if they had not been scheduled to train. The employee will be paid the job rate for the move up position. This exception is for pay purposes only. It excludes all daily vacancies and does not apply to mill trainees.

Minimum Training:

- (a) Employees in the supercalender, rewinder, coater and machine room departments transferred to a job classification for the first time shall receive a minimum of eight (8) hours break-in training with the exception of the Rewinder Utility job classification.
- (b) The Company retains the right to establish minimum break-in training periods for any new job classifications established during the term of the agreement.

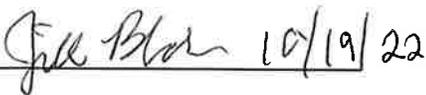
It is understood that training can be done on premium pay days to ensure timely training.



For the Company



For the Union



For the Company



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER TO C24: CBA HOUSEKEEPING
NON-ECONOMIC (07/21/2022)

Union counter to C24

C#24: CBA Housekeeping (06/20/2022)

The Company and Union agree that following execution of the CBA the parties will meet to perform any needed housekeeping matters, which include but are not limited to amending and/or updating as needed references to Company name, job titles, dates, departments, classifications, lines of progression, dates, etc. All such housekeeping changes will be mutually agreed upon.

For the Company Mark Lipton, date 7/21/22

For the Union Ray Z..., date 7/21/22

For the Union Edward K, date 7/21/22



The Union accepts the Company's proposal in response to UN15.

Right to Act Policy and Procedure

If You See Something, Say Something – A Mechanism for Raising and Addressing Safety and Health Concerns

Version: 06.23.22

Author: Draft – Pam Lauscher



BILLERUD

Each employee is expected to assess each work situation and if believed unsafe/unhealthy, or in violation of a safety or health policy or known safety and/or health standard, resolve the issue themselves or with the help of their co-workers. If unable to do so, engage their supervisor and safety department representative by sharing the concern for their safety/health, and/or the safety/health of others, if the specific job or task were to be performed. The employee(s) shall communicate that they are not willing to perform the required job or task because of identified safety and/or health risks that could result in injury or illness to themselves, other employees, the community or result in property damage.

Upon notification of the concern to their supervisor and safety department representative, it is the responsibility of the supervisor to assess the situation and if needed consult with the Area Manager, or his/her designate, to review the situation. If appropriate, the Area Manager, (or his/her designate), will engage the Operations Manager and/or Safety Manager (or their designate), and/or Union Central Safety Committee Representative (if possible) in determining if the employee(s) concerns are warranted and decide if the task or situation confirms that the risks as identified do or do not exist.

If the safety and/or health concern(s) are not resolved by those involved, the process will continue by engaging representatives from the Safety Leadership Committee in assessing the situation. If upon concluding an assessment of the situation/task, it is determined to be unsafe and/or unhealthy, the employee(s) shall be directed by management to not perform the assigned task (or anyone else) until it is safe to do so.

Each of these types of situations must be entered into the mill's electronic incident reporting system per the Immediate Reporting Policy and a job hazard analysis (JHA) completed on the task/job by the employee(s) and Supervision. The JHA should be reviewed by all employees that may be performing the job/task in the future.

The Right-To-Act is not just about refusing or stopping a job/task that is unsafe/unhealthy, it's also about identifying hazards and at-risk behaviors, and how to eliminate/control each of them – short and long term. If you see something that is unsafe and/or unhealthy, you have a responsibility to say and do something. This can be accomplished by using the process outlined above.

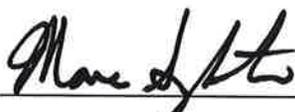
All employees must be trained on the Right-To-Act process and instructed on how important it is to prevent fatalities, injuries and adverse events, as well as, how critical it is to maintain and respect the process going forward. Under no circumstances shall employees be discriminated or retaliated against for using this process.



For the Union

8/22/22

Date



For the Company

8/22/22

Date

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
NONECONOMIC 10/19/2022
Tentative Agreement

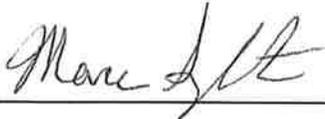
Domestic Violence/Abuse Leave and Support

The USW and BILLERUD recognize that employees may experience domestic violence which, if not addressed with support and compassion, can have serious negative impacts on their health, safety, and economic security. BILLERUD is committed to follow our core values of caring in addressing such issues, treating them in a caring, confidential and respectful way. Therefore, the Parties agree as follows:

1. BILLERUD and the Union recognize that employees sometimes face situations of violence and/or abuse in their personal life that may have an impact on their work life, and that may affect their attendance and performance at work. It is further recognized that employees are a valuable asset in which BILLERUD has invested significant resources in training and development and employees facing situations of domestic violence/abuse deserve our support and the employment relationship should not be impacted due to such situations that are beyond an employee's control. BILLERUD and the Union also recognize that domestic and family violence and abuse create workplace hazards and sound strategies and policies can alleviate such risks.
2. In recognition of the above, the employee can request a leave of absence for the purpose of seeking medical help, to obtain services from victim service organizations, domestic violence shelters, or other social services or community agencies, to seek counselling or the assistance of law enforcement, to attend legal proceedings, to relocate temporarily or permanently to prevent further violence against the employee or her/his child/children, to make alternative child care arrangements, or other like activities. This leave will be in addition to other existing leave entitlements, such as S&A, personal days, vacation, and if such leave qualifies under the FMLA, it shall run concurrently with FMLA. This leave may be taken as consecutive days, single days or as a fraction of a day. If such leave is granted prior to, or following an employee's return, it will not go against their attendance record.
3. The Parties recognize that domestic and family violence situations are highly sensitive and will only disclose information on a "need to know" basis. To that end, BILLERUD may require proof that is reasonable in the circumstances and said proof may be furnished by a broad range of individuals including, but not limited to, doctors, lawyers, counsellors, domestic shelter employees, spiritual leaders, etc.
4. BILLERUD will also consider reasonable requests from the employee who is a victim of domestic or family violence which may include, but is not limited to, the following:
 - (a) Temporary changes to their working hours, shift patterns, duties or reduced work load;
 - (b) Job transfer to another department (or location)
 - (c) A change to their telephone number, email address, and call screening to avoid harassing conduct
 - (d) Advance of vacation pay
 - (e) Safety planning at work
 - (f) Counselling and referral to appropriate support services for the employee
5. BILLERUD will provide appropriate training to all employees at each facility. Such domestic violence training:

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
NONECONOMIC 10/19/2022
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- Will be incorporated into BILLERUD’s regularly-scheduled anti-harassment and workplace violence training or separately provided as a standalone module, and in either case, will include the USW’s input.
- Will include additional training for supervisors on recognizing the signs and what to do in domestic violence situations.



For the Company



For the Union



For the Company



For the Union

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 **Package Proposal Summary:**
2

- 3 • **Company will withdraw CJ#4 (Grievance and Arbitration Procedure – Losing**
4 **Party Pays)**
- 5 • **Company agrees to Union’s counter to CJ#3 (Grievance and Arbitration Procedure)**
- 6 • **Union agrees to Company Counter - New Employee Orientation (See enclosed**
7 **counter proposal for UN10)**
- 8 • **Company agrees to drop new language regarding medical absence and layoff.**
9 **maintains modification to para 3 (see counter proposal for C#12) – Union accepts.**
- 10 • **Company agrees to Union’s counter to C#19 – Special Assignment language (see**
11 **enclosed counter)**
- 12 • **Company agrees to Union’s Counter to C#23 - deductions while on A&S (see**
13 **enclosed counter).**
- 14 • **Company agrees to Union’s Counter to UN#9 – Supervisory Work Restrictions (see**
15 **enclosed counter)**
16

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 **COMPANY ACCEPTS UNION COUNTER (09/01/22)**

2
3 **CJ#3: USW Article 25 (Grievance and Arbitration Procedure), Section 4. (The Procedure)**
4 **IBEW Article 22 (Grievance and Arbitration Procedure), Section 4 (The Procedure)**
5 **IBT Article 13 (Grievance and Arbitration Procedure), Section (Step Procedure)**

6
7 **Revise language as follows:**

8
9 **Section 4. The Procedure**

10 The parties recognize the following system for the settlement of all complaints and grievances
11 involving the interpretation of or compliance with this Agreement.

12
13 **Step 1:**

14 Between the aggrieved employee and their union steward and the aggrieved employee's
15 immediate supervisor. Both the steward and employee are to discuss with the supervisor, on a
16 face-to-face basis, any grievance prior to putting it in writing, in an attempt to reach an equitable
17 solution within the context of the labor agreement, without the direct physical presence of the
18 supervisor's manager, the chief steward, or a representative of the Human Resources
19 Department. The supervisor and steward are expected to know and understand the labor
20 agreement and departmental procedures to investigate and discuss the grievance with the
21 employee on a face-to-face basis. To ~~insure~~ **ensure** compliance, neither the supervisor's
22 manager, the chief steward, the union committee, nor the Human Resources Department will
23 accept any written grievance without the assurance that Step 1 of the grievance procedure has
24 been complied with. Any and all decisions made in settling (verbal) Step 1 grievances are not
25 precedent setting. If the grievance is not satisfactorily settled informally in Step 1, it shall be
26 reduced to writing (within fourteen (14) calendar days from the date of occurrence), signed by
27 the chief steward and moved to Step 2 with the supervisor's documented answer.

28
29 **Step 2:**

30 A fact-finding meeting will be scheduled within twenty-one (21) calendar days (from the date the
31 grievance is moved to Step 2) in an effort to resolve grievances. During this twenty-one (21) day
32 period a fact-finding committee comprised of the aggrieved employee, steward, chief steward,
33 supervisor involved, department superintendent and member of Human Resource Department
34 shall gather all the facts relative to the case and be prepared to present their position during the
35 fact-finding meeting. An answer shall be given in writing **to the Union** within fourteen (14)
36 calendar days following this meeting, with copies provided to those in attendance. If the
37 grievance is not satisfactorily settled **the Union shall advance the grievance to Step 3 within**
38 **twenty one (21) ~~fourteen (14)~~ calendar days** ~~it shall be presented at the next Step 3 meeting~~
39 following receipt of the company's written answer.

40
41 **Step 3:**

42 If a grievance has not been resolved prior to this step, it shall be presented at the next Step 3
43 meeting. This meeting would be between the Local's International Representative and the Mill
44 Manager, or their designated representatives. (Both parties shall have the right to bring such

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 people to the grievance meeting they deem appropriate.) The Company shall have fourteen (14)
2 calendar days following the Step 3 meeting in which to make written answer to the grievance.
3 (If the company's answer is mailed, the post-marked date will govern.) The Union shall notify
4 the Company (H.R. Manager) in writing within fourteen (14) calendar days after receipt of the
5 Company's Step 3 answer as to whether or not the Company's answer is satisfactory. The
6 Union's 3rd Step response will indicate the Union's intent to either request an extension,
7 arbitration, mediation, or to hold the grievance in abeyance.

8
9 ~~Unless an extension has been provided per section 3 (General) above, a grievance will be~~
10 ~~considered dropped if the Union does not advance the grievance within the timelines outlined in~~
11 ~~each step of the grievance procedure. If the Company does not respond within the timelines the~~
12 ~~grievance shall be considered denied per the prior step on the date the Company response was~~
13 ~~otherwise due.~~

14
15 Grievances which have been placed in abeyance through mutual agreement of both parties are
16 subject to either party's withdrawal from the agreement provided they notify, in writing, the
17 other party within fourteen (14) days of their intended withdrawal date. If the Union withdraws
18 from the agreement, it is considered a withdrawal of the grievance, reverted to 1st step without
19 prejudice or precedence. If the Union does not move forward within fourteen (14) days of
20 receiving the Company's withdrawal notice, it will automatically be reverted to 1st step and
21 withdrawn without prejudice or precedence.
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BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 UNION ACCEPTS COMPANY COUNTER

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3
4 COMPANY COUNTER - (8/23/2022, Counter to UN10)

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6
7 Article 38 TBD. New Hire Orientation

8 ~~The company will allow The Union each new employee during~~ will be permitted to meet with
9 ~~new hires during their Company-paid~~ new hire orientation ~~for up to a minimum of three (3) four~~
10 ~~(4) 8 hours (of which two hours 30 minutes for Union orientation. There will be a private The~~
11 ~~meeting will be exclusively~~ between the ~~new~~ employees and Union ~~committee representatives).~~
12 ~~The orientation can be held at the mill or the Union hall.~~

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 UNION ACCEPTS COMPANY COUNTER

2
3 C#12: Article 12 (Seniority), Section 11 (Seniority Break)

4
5 Revise language as follows:

6
7 Section 11. Seniority ~~Accrual Exceptions~~ Break

8 Seniority shall be broken for the following reasons:

- 9 1. If an employee voluntarily quits work.
- 10 2. A proper discharge.
- 11 3. When they are absent for ~~six (6)~~ more than three (3) consecutive scheduled shifts
12 without notifying the Management.
- 13 4. Whenever an employee who has been laid off shall be called to work and shall fail to
14 signify within six (6) days after such notice any intention of reporting for work or
15 fails to report to work within fourteen (14) days after receiving notification from the
16 Company unless they are precluded from reporting for work for a reason outlined in
17 Article 18 Necessary Absence. (The Local Union shall receive a copy of such notice
18 from the Company). The Company will send notice to the last contact information
19 on record. The employee is responsible for notifying the Company of any changes in
20 contact information.

21
22 ~~Seniority shall be frozen for the following reasons:~~

- 23
24 ~~1. Department Seniority—Continuous absence in excess of eighteen (18) months due~~
25 ~~to non-industrial illness or accident.~~
- 26 ~~2. Mill Seniority—Continuous absence in excess of three (3) years due to non-~~
27 ~~industrial illness or accident.~~

28
29 ~~Continuous absence is understood to be time off without returning to work for more than one~~
30 ~~work week.~~

BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 **COMPANY ACCEPTS UNION COUNTER (9/1/2022)**

2
3 **C#21: Article 34. (Special Assignment Guidelines)**

4
5 **Revise language as follows:**

6
7 **ARTICLE 34. SPECIAL ASSIGNMENT GUIDELINES**

8 The parties agree it is beneficial to the future success of the operation to have bargaining unit
9 employees involved in “Special Assignments” throughout the facility. These guidelines are
10 intended to be used for extended “Special Assignments” that are not ordinarily associated with
11 bargaining unit work (e.g. SAP implementation, **safety position**, ~~process improvement~~, **new**
12 **equipment installation**, or hourly trainer). When bargaining unit employees are going to be
13 utilized fulltime in “Special Assignment” roles, the following guidelines shall apply:

- 14
- 15 1. The Company has an obligation to discuss any special assignment with the Union prior to
16 posting the special assignment. The specific nature, **qualifications** and expected duration of
17 the special assignment will be included on the posting.
 - 18 2. If the full time assignment is less than six (6) months **in duration**, the Company shall have the
19 right to select the volunteer(s) required.
 - 20 3. If the assignment is six (6) months or longer in duration, the parties shall utilize a joint
21 selection process (targeted selection unless agreed otherwise) to select the best qualified
22 candidate for the special assignment. If the Union chooses not to participate in the interview
23 process, management will make the final decision.
 - 24 (a) Qualifications will be discussed and established for each specific special assignment. The
25 qualifications will be stated on the posting.
 - 26 4. When an employee has been on a special assignment(s) in excess of ~~180~~ **365** days in any
27 revolving calendar year, the employee shall return to their regular assignment for a minimum
28 period of one (1) year before being eligible for another special assignment on a different
29 position. Employees must return to their regular assignment for an equivalent length of time
30 served on their special assignment before being eligible for another special assignment on the
31 same position.
 - 32 (a) Exceptions to this shall be by mutual agreement, i.e., the parties may agree that a
33 particular individual is best suited for the nature of the special assignment.
 - 34 (b) If that employee is the only one interested in volunteering for the special assignment, the
35 Company will discuss the potential assignment with the Union
- 36
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BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 (c) ~~The Company and Union will establish a joint evaluation process for all special~~
2 ~~assignments over six (6) months in duration. The parties will meet and provide special~~
3 ~~assignment employees semi-annual feedback. At any time, if it is determined that an~~
4 ~~employee is not meeting expectations of the special assignment they will be disqualified~~
5 ~~and returned to their former job classification.~~ The typical A special assignment will be no
6 more than three (3) years in duration. However, with a unanimous agreement from the
7 members of the selection committee, ~~consistent satisfactory or above evaluations,~~ a special
8 assignment may be extended by mutual agreement between the Union and the Company
9 during the term or prior to it being posted. ~~on a year-by-year basis, not to exceed three (3)~~
10 ~~additional years.~~

11
12 5. ~~Employees~~ **Tour workers** on special assignment shall receive 125% of their permanent posted
13 rate ~~unless agreed otherwise by the parties.~~ All day workers who begin **on** special assignment
14 ~~terms on or after 1-1-2011~~ will receive 115% of their permanent posted rate.

15 6. Employees who are on special assignment ~~shall~~ will not be utilized to perform bargaining unit
16 work unless mutually agreed to by the Union and the Company. (beyond the nature of the
17 work involved in the special assignment). ~~on a routine basis. However, if a need arises that~~
18 ~~would not negatively affect their special assignment work they may be, consistent with Article~~
19 ~~33— Operational Flexibility, assigned to perform tasks or jobs that they can safely perform~~
20 ~~outside their special assignment duties unless mutually agreed to by the union and the~~
21 ~~company.~~ However, employees who are on special assignment can volunteer to cover
22 **vacancies in other jobs in which they are currently qualified to perform.**

23 7. ~~An employee accepting a special assignment must fulfil the term of their special assignment~~
24 ~~unless otherwise approved by management.~~ If ~~When~~ an employee relinquishes their special
25 assignment for any reason, they shall return to their ~~bid position~~ **previous job classification**
26 and they will not be eligible for another special assignment for a period of ~~one~~ **two (2) (+)**
27 ~~years unless otherwise agreed by the Union, the employee and the Company.~~ Employees who
28 fulfill the posted term of the special assignment and upon returning to their job bid will be
29 permitted to convert one of their weeks of vacation into five (5) individual **vacation** days off
30 paid at eight (8) hours. If an employee does not have a full week of vacation remaining when
31 exiting special assignment bid, they will be able to convert a week in the succeeding calendar
32 year. Employee would have one year to use the five (5) days.

33 8. **Production employees are not eligible for a maintenance special assignment position.**
34 **Likewise, maintenance employees are not eligible for a production special assignment except**
35 **as a safety advocate position which covers the Maintenance department. In order to be eligible**

**BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)**

1 for a special assignment a maintenance employee must be at the 1st class mechanic level or
2 above.

3 9. Employees scheduled as a “designated trainer” are not considered to be on a special assignment
4 as defined by this Article. Separate guidelines exist for designated (volunteer) trainers.

5 10. Special assignment job bids are subject to normal bid restriction language as spelled out
6 under Article 12. Seniority, Section 4. Job Posting. (e.g. an employee under a bid restriction is
7 ineligible for a special assignment job; accepting a special assignment job comes with a 12
8 month bid restriction; accepting a bid while on special assignment comes with a 12 month bid
9 restriction).

10
11 **Backfilling Vacancies Created by Special Assignments.**

12 The parties agree that when a vacancy must be filled as a result of an employee transferring to a
13 special assignment, the immediate vacancy and all subsequent vacancies resulting from this
14 transfer, will be treated as temporary bids. Individual(s) will maintain seniority in their previous
15 job/department ~~and will only establish reinstatement rights on the job where they are awarded a~~
16 ~~temporary bid.~~

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BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 **Company Accepts Union counter – 8/25/22**

2
3 **C#23: Exhibit C (Health Insurance, Pension and 401K), Health Insurance A. 6. (4th**
4 **paragraph) (06/20/2022)**

5
6 **Revise language as follows:**

7
8 **Health Insurance A. 6. (4th paragraph)**

9 ~~As of 1/1/2022, affected~~ Employees **on an approved Accident & Sickness (A&S) leave of absence**
10 **for more than 60 days** will be required to pay their ~~portion of the employee~~ benefit premiums on
11 an as you go basis. ~~or alternately,~~ **Employees who are on an approved unpaid leave of absence or**
12 **approved A&S leave of absence for less than 60 days** ~~that portion~~ will **have their benefit**
13 **premiums** be placed in arrears and upon return to work, (commencing on the employee's first full
14 pay period), ~~insurance~~ **their benefit** deductions ~~shall~~ **will** be doubled until the arrearage has been
15 repaid.
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BILLERUD ESCANABA – USW LOCAL 21 NEGOTIATIONS
UNION COUNTER PROPOSAL – PACKAGE PROPOSAL
NON-ECONOMIC (09/08/2022)

1 **Company Accepts Union Counter 9/1/22**

3 **UN#9 - ARTICLE 21. SUPERVISORY WORK RESTRICTIONS**

5 The Union agrees that it is necessary for supervisors to perform some work that
6 has traditionally been performed by bargaining unit employees under the following
7 circumstances:

9 A. There are no hourly employees available after having exhausted the normal
10 procedures for calling in workers, moving up workers, ~~flexing in according with~~
11 ~~Article 33. Operational Flexibility,~~ etc.

12 B. Training.

13 C. Start-up of new equipment.

14 D. Emergencies where there is imminent danger.

15 E. This does not relieve the Company from hiring in a manner that ensures that
16 positions are filled to account for expected vacancies etc.

17 F. Granted grievances will be awarded pay in accordance with Article 16, Section
18 5 Minimum Guarantees.

22 For the Company Marc Dyke, date 9/12/2022

26 For the Union [Signature], date 9/12/22

30 For the Union [Signature], date 9/12/2022