# AGREEMENT

By and Between

# INTERNATIONAL PAPER COMPANY AUSTIN, MINNESOTA

And the

## UNITED FOOD AND COMMERCIAL WORKERS LOCAL # 663

FROM: October 27, 2024 TO: October 26, 2028

Including 24/7 Schedule Language in Red

USW MASTER AGREEMENT FROM: April 24, 2024 TO: April 23, 2028

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#### AGREEMENT

This Agreement is made between the INTERNATIONAL PAPER COMPANY, referred to as the Company, and the UNITED FOOD AND COMMERCIAL WORKERS, CLC of Local 663, referred to as the Union.

#### **ARTICLE 1 - RECOGNITION**

SECTION 1. The Company recognizes the Union as the exclusive representative of all of the employees in the unit defined for the purpose of collective bargaining regarding rates of pay, wages, hours of employment, and other conditions of employment. The appropriate bargaining unit INCLUDES - All production employees and all maintenance employees. EXCLUDES - All sales personnel, office or clerical employees, guards, professional employees, technical employees, including but not limited to quality control employees and technicians and sample makers, and all supervisory employees with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action, including but not limited to managers, supervisors, master mechanics and head of shipping and receiving. All employees who are not subject to the overtime provisions of the Fair Labor Standards Act are excluded from the bargaining unit.

#### **ARTICLE 2 - GENERAL PURPOSE OF AGREEMENT**

SECTION 1. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve the industrial and economic relationships between the Company and the Union and also the Company and its customers. It is also the intent and purpose to set forth herein rates of pay, hours of work, and working conditions of employment to be observed between the parties hereto.

#### **ARTICLE 3 - HIGH PERFORMANCE WORK SYSTEMS**

SECTION 1. All employees, Union and Salaried, recognize our mission to become the best supplier of quality packaging products and services in our market place that totally satisfy our customers and provide a competitive return to our investors. For this reason, ongoing evaluation and redesign of our operational methods is important to our mutual success. We will use the following principles in guiding our efforts.

We will reach our goal through:

- Safe Work Practices
- Principle Based Decision Making
- Continuous Improvement
- Mutual Respect
- Team-based Performance
- Positive enthusiasm

SECTION 2. The Union will strongly encourage its members to actively & constructively participate in job related activities including but not limited to: Safety, Production, Quality, Training, Engagement, Maintenance Excellence and Maintenance Reliability.

## **ARTICLE 4 - RESPONSIBILITIES OF MANAGEMENT**

SECTION 1. The Management of the plant, the establishment of the Company rules; the direction of the working forces, including the right to plan, direct and control all productive and other operations; to hire, suspend and discharge employees for cause; to determine skill, ability and other qualifications of employees; to promote, demote and transfer employees; to relieve employees from duty because of lack of work or other legitimate reasons; and to introduce new or improved production methods, is vested exclusively in the Company, except that this will not be used for the purpose of discrimination against any employee because of Union activity or to avoid any of the other provisions of this Agreement.

## **ARTICLE 5 - DISCRIMINATION**

SECTION 1. The Company agrees that there shall be no discrimination against any employee because of membership in a Union, or because of acting as an officer or any other capacity in behalf of the Union. No member, officer or representative of the Union shall be exempt from any of the Company's rules and regulations, or from the provisions of this Agreement.

SECTION 2. The International Paper Company, Austin, Minnesota, and the United Food and Commercial Workers, Local 663 recognize their equal employment responsibilities, and agree that all employment practices will be conducted in a manner which fully complies with various Federal State and Local Fair Employment Laws and Regulations.

SECTION 3. The parties recognize that the American with Disabilities Act (ADA) prohibits discrimination against individuals with disabilities and that the Family Medical Leave Act permits qualifying unpaid leaves. Accordingly, the Company and the Union agree to cooperate fully in complying with the ADA and FMLA regulations.

## **ARTICLE 6 - UNION SHOP**

SECTION 1. All employees in the service of the Company, within the bargaining unit, shall become and remain members of the Union. When new employees are hired, after they have been in the employ of the Company for ninety (90) calendar days, they shall be required to become members of the Union. Union membership is required only to the extent that employees must pay the Union's initiation fees and periodic dues uniformly required of all employees.

## **ARTICLE 7 - CHECK OFF OF UNION DUES**

SECTION 1. The Company agrees to deduct weekly Union dues only, from the pay of each employee who is a member of the Union and subject to this agreement, upon the delivery to the Company of an individual written authorization from said employee. This authorization shall be valid for the duration of the current contract between Union and Company, or until thirty (30)

days after notice in writing to Company by employee of the revocation of such authorization. This deduction will be made from the pay weekly or if no pay is due from which to make such deduction, then it shall be made from the pay immediately following. The Company will transmit weekly to the secretary treasurer of the Union all money deducted.

SECTION 2. The company agrees to deduct bi-weekly union dues only, from the pay of each employee who is a member of the union and subject to this agreement. This deduction will be made from the pay bi-weekly or if no pay is due from which such deduction, then it shall be made from the pay immediately following. The Company will transmit monthly to the secretary treasurer of the Union all money deducted.

SECTION 3. The Union shall indemnify, defend and hold the Company harmless against any claim made or against any suit instituted by an employee against the Company which shall arise out of any action which shall be taken by the Company in accordance with the foregoing provisions of this Agreement.

## **ARTICLE 8 - WAGES**

SECTION 1. The job classifications and rates of pay are set forth in Exhibit "A" of this Agreement.

SECTION 2. At the completion of sixty (60) working days of service, the employee will receive the rate of the classified job.

SECTION 3. Current employees may choose to receive their paychecks as Direct Deposit into a financial account; or US mail delivered to the home. There is no guarantee of timely US mail delivery to the home. In the event that Minnesota State law changes to permit direct deposit as the exclusive system for distribution of paychecks, only the employees hired on or after the effective date of said change will be required to use direct deposit.

SECTION 4. Payroll will be distributed on a bi-weekly basis.

SECTION 5. The matter of wages is not to be a subject of arbitration. When major changes are made in the plant, which create new jobs or substantially change the duties of existing jobs, Management will carefully evaluate the situation and discuss with the Union the new rate or rates without delay. If the rates proposed by Management are not satisfactory and satisfactory rates cannot be agreed upon, the rate proposed by Management will be instituted, but will be the subject of further negotiations at the next contract negotiations, and any changes agreed upon at that time shall be retroactive to the date of the job changes which occasioned the rate adjustment.

## **ARTICLE 9 - HOURS OF WORK**

SECTION 1. This ARTICLE is intended to define the hours of work and to provide a basis for the calculation of overtime, and shall not be construed as a guarantee of hours of work per day or per week. Likewise, this is not to be construed to place any limitation on days or hours of work to be scheduled.

SECTION 2. A day shall be defined as the twenty-four (24) hour period, commencing with the start of the employee's shift.

The basic work day shall consist of eight (8) consecutive hours of such twenty-four (24) hour period.

## SECTION 2: 24/7 Language

SECTION 2. A day shall be defined as the twenty-four (24) hour period, commencing with the start of the employee's shift.

• The basic work day shall consist of twelve (12) eight (8) consecutive hours of such twenty-four (24) hour period.

Schedule Structure Example Below:

		JA	NUA	RY					FE	BRUA	ARY					N	IARC	н		
Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat	Sun	Mon	Tue	Wed	Thur	Fri	Sat
<b>1</b>	<b>^ 2</b> <sub>c</sub>	<sup>^</sup> 3 <sub>c</sub>	<b>4</b>	້ <b>5</b> ຼ	^ 6 <sub>c</sub>	^ 7 <sub>c</sub>				<b>1</b>	<b>້2</b>	<b>3</b> <sub>c</sub>	<b>4</b> <sub>c</sub>				<b>1</b>	<b>້2</b>	<b><sup>^</sup>3</b> <sub>c</sub>	<b>4</b>
• <b>8</b> <sub>c</sub>	<sup>в</sup> 9 <sub>р</sub>	<sup>ື</sup> 10 <sub>ຼ</sub>	<b>11</b> <sub>c</sub>	ُ <b>12</b> <sub>د</sub>	<sup>ື</sup> 13 <sub>ມ</sub>	<b>14</b>	 <sup>^</sup> 5 <sub>c</sub>	<sup>8</sup> 6 <sub>0</sub>	<sup>в</sup> 7 <sub>р</sub>	<b>8</b> <sub>c</sub>	<sup>^</sup> 9 <sub>c</sub>	<sup>в</sup> 10 <sub>0</sub>	<b>11</b> <sub>□</sub>	^ 5 <sub>c</sub>	<sup>•</sup> 6	<sup>в</sup> 7 <sub>р</sub>	<b>8</b> c	^ 9 <sub>c</sub>	<sup>ື</sup> 10 <sub>ມ</sub>	<sup>в</sup> 11
<sup>ື</sup> 15 <sub>ມ</sub>	<sup>^</sup> 16 <sub>c</sub>	^ <b>17</b> <sub>د</sub>	<mark>້ 18</mark> ຼ	<sup>ື</sup> 19 <sub>ມ</sub>	<b>20</b> <sub>c</sub>	ُ <b>21</b> <sub>د</sub>	 <mark>12</mark>	<sup>^</sup> 13 <sub>。</sub>	^ <b>14</b>	<sup>ື</sup> 15 <sub>ຼ</sub>	<sup>ື</sup> 16 <sub>ຼ</sub>	_ 17 <sub>د</sub>	<sup>^</sup> 18 <sub>。</sub>	<b>12</b>	ُ <b>13</b> <sub>د</sub>	<b>14</b>	<sup>ື</sup> 15 <sub>ຼ</sub>	<sup>ື</sup> 16 <sub>ຼ</sub>	<sup>^</sup> 17 <sub>د</sub>	<b>18</b>
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<mark>້ 29</mark> <sub>ມ</sub>	<sup>^</sup> 30 <sub>c</sub>	َ 31 <sub>د</sub>					<mark>26</mark>	<b>27</b> <sub>c</sub>	<b>28</b> <sub>c</sub>					<b>26</b>	<b>27</b> <sub>c</sub>	<b>28</b> _	<b>29</b> <sub>0</sub>	<mark>30</mark>	ُ <b>31</b> ِ	
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Hours:

- 6 AM 6 PM = A and B Shifts = 12 Hour Shifts
- 6 PM 6 AM = C and D Shifts = 12 Hour Shifts

Work Week:

- Current Workweek is a Monday Sunday
- 24/7 Workweek will be Sunday Saturday

Cutting Tech and Printing Tech:

- Will have an A shift and a B shift only.
- The A and B shifts will follow the same schedule as the core 24/7 schedule

Walker Building:

- Will have an A shift and a B shift only.
- The A and B shifts will follow the same schedule as the core 24/7 schedule

## Waste Tech:

- Waste Tech is currently on First Shift. This position will map over to the A shift
- It will follow the same A shift schedule as the core 24/7 schedule

## Safety and Training Coordinator:

• This position will stay on the 24/5 standard schedule and provisions under the current contract. This is due to the training needs and covering multiple shifts.

SECTION 3. Employees shall be at their respective posts ready to begin work at the start of their shift and shall not leave their machine or jobs until properly relieved except during relief periods as set forth in ARTICLE 11.

## SECTION 3: 24/7 Language:

SECTION 3. Employees shall be at their respective posts ready to begin work at the start of their shift and shall not leave their machine or jobs until properly relieved except during relief periods as set forth in ARTICLE 11.

24/7 Continuous Operations Language:

- At the end of the shift, a shift worker must remain at work on his/her regularly assigned job until relieved by the shift worker on the next shift who is scheduled on his/her job. In the event that your shift worker on the next shift does not report to work, employee should notify their supervisor.
- Employees will not be expected to stay beyond the end of their shift provided their oncoming mate calls the plant at least (1) one hour prior to the start of the shift to notify the Company they will be tardy or absent.
- Employees may be held over for a period not to exceed (30) thirty minutes if their oncoming mate gives less than (1) one hour notice prior to the start of the shift or fails to notify the Company at all.

SECTION 4. Employees who are unable to report for work should call the designated phone number at least one (1) hour prior to their scheduled starting time.

SECTION 5. PLANT DOWN DAYS: The following schedule will define the number of plant close down days:

#### 6 days

After the maximum days of Plant close down are reached in any one calendar year, layoffs shall be made according to plant seniority to the extent it is possible to reschedule back up to a forty (40) hour week unless an exception is agreed to.

The company and union agree to meet and discuss the impact of down days as they occur.

However, it is understood that this shall not apply after the plant schedule has been reduced to a one (1) shift operation.

Employees may use daily vacations due to "down days" without impacting the total number of days permitted per ARTICLE 18 - Section 4.

SECTION 6. The Company has the option of operating equipment through rest periods and lunch with a minimum crew necessary to maintain efficiency and safety.

#### HOURS OF WORK

Eight (8) hours	s as follows:
1st Shift	6:00 a.m 2:00 p.m.
2nd Shift	2:00 p.m. – 10:00 p.m.
3rd Shift	10:00 p.m 6:00 a.m.
Nine (9) hours	of work:
1st Shift	6:00 a.m 3:00 p.m.
2nd Shift	3:00 p.m. – 12:00 a.m.
3rd Shift	9:00 p.m 6:00 a.m.
1st Shift	6:00 p.m 3:00 p.m.
2nd Shift	1:00 p.m 10:00 p.m.
	1 1
3rd Shift	10:00 p.m. – 7:00 a.m.
Ten (10) hours	s of work:
1st Shift	6:00 a.m 4:00 p.m.
2nd Shift	4:00 p.m 2:00 a.m.

3rd Shift8:00 p.m. - 6:00 a.m.1st Shift6:00 a.m. - 4:00 p.m.

2nd Shift12:00 p.m. - 10:00 p.m.3rd Shift10:00 p.m. - 8:00 a.m.

#### **ARTICLE 10 - ALTERNATE WORK SCHEDULE**

SECTION 1. Alternate Work Schedule-Production

(a) The parties agree going to an alternate work schedule is a major change in operation. It is designed for and will not occur unless business needs exist for long term. Seasonal increases in business will not trigger an alternate work schedule.

(b) On a departmental, machine center or a plant-wide basis, the parties agree alternate work schedules can only be implemented when production needs cannot be met by scheduling of 24 hours per day six days per week.

SECTION 2. Alternate Work Schedule-Maintenance

The following triggers apply to maintenance;

The maintenance department will work full alternating weekends with teams of five (5) mechanics: unless another alternate schedule can be mutually agreed upon.

If a full alternate shift plant-wide schedule is activated – Maintenance will follow plant-wide alternate shift schedule.

<u>SECTION 3.</u> Determining what the alternate schedule will be:

The schedule will be a 4 On-4 Off schedule

OR

- If the schedule will be a 4 on 4 off schedule follow Article 10, section 4, 5, 6, 7, 8
- If a different alternate schedule be put into effect Section 4, 5, 6, 7, 8 will be revised and discussed with union committee.

SECTION 4. Shift Review

Any shift plan put into effect will be reviewed quarterly by a joint union/management committee and may be revised as needed. Business conditions will also be routinely reviewed. If business conditions dictate the need to return to traditional shifts schedules, then employees will be returned by seniority to their former jobs without delay after 30 days' notice except under extreme circumstances.

#### SECTION 5. Partial Alternate Shifts

Holiday pay for holidays falling on scheduled workdays will be paid at 12 hours; Holidays falling on non-scheduled workdays will be paid at 8 hours.

SECTION 6. Alternate Shifts/Full plant Schedule

- (a) Working on scheduled days off. The Company cannot schedule an employee in excess of 6 (six) consecutive days.
- (b) Exception: Scheduled days off immediately before and immediately after an approved vacation. Employees would only be required to work on any of these days if they are the only qualified employees available.
- (c) Rest periods and lunch. There will be 4 periods of 15 minutes each over a 12 hour

shift.

- (d) Vacation in days. Each day will be equal to 1/4 of a week's vacation pay. There will be 4 single vacation days in a vacation week.
- (e) Temporary Transfer.

Partial alternate shift.

- (1) Transfers during the week. Retain overtime pay rights for the remainder of the pay week.
- (2) Transfers that continue beyond a pay week or a transfer that starts on Monday. The employee will assume the overtime provision of the job
- (f) Permanent transfer. Transfers will occur on Monday.

SECTION 7. Initiating a partial alternate shift schedule for production

Employees in a machine center who do not want to transfer to the alternate shift schedule may offer their present job up through the job bid process. If their job is filled, they are then eligible to fill available openings (no bumping). Jobs not filled by the bid process in this case will result in the employees transferring to the alternate shift.

## **ARTICLE 11 - RELIEF PERIOD**

SECTION 1. Employees will be allowed a fifteen (15) minute relief period between their start and their lunch period and an additional break period between their lunch period and end of shift. An additional rest period will be granted if employee is scheduled for twelve (12) hours. Employees working 7 & 1/2 hours + on Saturday are eligible for a third break.

SECTION 2. Employees will be allowed a paid twenty (20) minute lunch period.

## ARTICLE 11 – RELIEF PERIOD: 24/7 Language:

SECTION 1. Employees will be allowed a fifteen (15) minute relief period between their start and their lunch period and an additional break period between their lunch period and end of shift. An additional rest period will be granted if employee is scheduled for twelve (12) hours. Employees working 7 & 1/2 hours + on Saturday are eligible for a third break.

SECTION 2. Employees will be allowed a paid twenty (20) minute lunch period.

Summary 24/7 Application of Relief Period:

- Two (2) Fifteen (15) minute breaks prior to lunch period
- $\circ$  One (1) Twenty (20) minute lunch period
- Two (2) Fifteen (15) minute breaks after lunch period

#### **ARTICLE 12 - OVERTIME**

SECTION 1. Time and one-half shall be paid for all hours worked in excess of eight (8) in any one (1) day.

SECTION 2. Time and one-half shall be paid for all hours in excess of forty (40) per week.

SECTION 3. Overtime shall not be paid on both daily and weekly hours, but merely which is greater. There shall be no pyramiding of overtime.

SECTION 4. Overtime shall be paid by average straight time hourly rate base of the week in which the overtime is incurred.

SECTION 5. Absences due to lack of work, vacation, holidays that occur on a regularly scheduled workday, union business, or jury duty will count as time worked.

SECTION 6. Temporary vacancies, absences, open jobs, vacations, leaves of absences of all kinds will be offered to the regular crew on the machine or operation. The following steps will be used in order to fill the vacancies:

- (a) On a temporary day-to-day opening where it is necessary to fill a vacancy, the other qualified personnel, including temporary posted employees, on that particular machine or operation will move up
- (b) Supervisor notifies plant of overtime available.
- (c) Qualified volunteer's sign up for specific jobs. Volunteers will be assigned by supervisors based on qualification and seniority.
- (d) If there are no volunteers for a job(s), junior qualified working on the machine works overtime.

(Note: wet end and dry end of corrugator are considered separate machine centers but still in same department also rotators, Shipping, General help and transportation will each be considered separate operations but still in original departments)

- (e) Senior employee in the department on shift who is available and qualified to satisfactorily perform the job duties (senior may junior must)
- (f) Senior employee in the plant on shift who is available and qualified to perform the work (senior may junior must)
- (g) Senior employees qualified in the department on the other shifts (senior may junior must)

- (h) Senior employee qualified on the other shifts plant wide (senior may junior must)
- (i) Notwithstanding any other language in order to help alleviate continuously scheduled same employee repeatedly. If volunteers don't step up and help relieve forced 12 hours the following will apply:

When a department employee is scheduled for 12 hours or  $\frac{1}{2}$  shift coverage and reaches ten (10), 12-hour days or  $\frac{1}{2}$  shift coverage, then the scheduled overtime coverage will come from the department qualified junior who has not been scheduled ten (10) 12-hours or  $\frac{1}{2}$  shift coverage days.

If the qualified junior in the department has been scheduled ten (10) days of 12hours shifts or  $\frac{1}{2}$  shift coverage days then it would go to the next qualified junior in department. The cycle will return back to department junior qualified employee when they have had ten (10) working days of not being scheduled for 12-hour shifts or  $\frac{1}{2}$  shift coverage.

- This process excludes Voluntary Coverage and Rework.
- Mate Relief is not a scheduled coverage Mate Relief remains in effect even if an employee has accumulated ten (10) days of scheduled 12hours or ½ shift coverage.

Overtime for jobs such as plant cleanup, rework, etc... Daily will be offered to the plant on a senior may junior must basis. However, if a clearly defined issue was found and a root cause is known, then overtime for rework will be assigned to crews that ran the defective item(s). For example: When a procedure was not followed and defect should have been contained. If additional help is needed, then senior may junior must will apply.

The above language does not supersede mate relief.

SECTION 7. Employees will be given one (1) hour notice of required overtime that day. When the Company is aware that overtime shall be required prior to one (1) hour before the end of an employee's shift, the Company shall notify the employee as soon as possible. Exception-employees obligated to stay until relieved will be notified as soon as possible that day.

SECTION 8. For overtime purposes only, a probationary and summer help employee designated as a job holder will be considered a member of the crew within the requirements of the job.

SECTION 9. If an employee agrees to work the overtime, the employee cannot later change this position. This includes the voluntary overtime sign-up process.

SECTION 10. The Company agrees to equalize overtime between the shifts in the same department where feasible.

SECTION 11. When the Company operates one lift truck in a two lift truck area, the job will go to the driver with the heaviest work load. This also includes Saturday and all overtime. The workload will be determined by management.

SECTION 12. Production and/or Maintenance Department.

Existing contractual provisions regarding overtime pay will not apply to alternate shift schedules. The following will, however, apply to those employees working on an alternate shift schedule:

- (a) Time and one half for all hours worked in excess of eight (8) in a day, unless the parties have agreed to a schedule providing more than eight hours per day.
- (b) Time and one half for all hours worked in excess of forty (40) hours worked in a week.
- (c) Sunday and scheduled days off- time and one half provided the employee works the scheduled straight-time hours made available during the week. Employees not working (or paid) for all scheduled straight-time hours shall not qualify for time and a half until the employee works the amount of missed straight-time hours.

There shall be no pyramiding of overtime. All other hours worked on alternate shift schedules will be paid at straight time.

#### **SECTION 12. Production and/or Maintenance Department 24/7 Language:**

SECTION 11. Production and/or Maintenance Department.

Existing contractual provisions regarding overtime pay will not apply to <u>alternate shift</u> schedules. The following will, however, apply to those employees working on an alternate shift schedule:

- a) Time and one half for all hours worked in excess of eight (8) in a day, unless the parties have agreed to a schedule providing more than eight hours per day.
  - Note: (a) is not applicable as the schedule is more than eight hours.
- a) Time and one half for all hours worked in excess of forty (40) hours worked in a week.
- b) Scheduled days off = time and one half provided the employee works the scheduled straight-time hours made available during the week. This includes the 36 hour scheduled work week.
- c) Employees not working (or paid) for all scheduled straight-time hours shall not qualify for time and a half until over 40 hours in the work week.

There shall be no pyramiding of overtime. All other hours worked on alternate shift schedules will be paid at straight time.

SECTION 13: When employees have been denied work due to scheduling errors including doubling, holdovers, and call-in, they will be made whole by providing them with the opportunity to work a comparable number of hours. Penalty payments will not be permitted in the settlement of such grievances.

<u>Letter of Understanding</u>: Employee will be made whole by providing the opportunity to work a comparable number of hours outside of normally scheduled overtime.

In applications of our proposal for revisions on Penalty Payments for Scheduling Errors, as stated in these discussions; errors called to management's attention prior to the scheduled work being performed, which management does not correct, employee will be paid rather than providing an opportunity for make-up work. In addition, if repeated or blatant errors occur, employee will be paid rather than providing an opportunity for make-up work.

#### **ARTICLE 13 - SHIFT DIFFERENTIAL**

SECTION 1. All hourly rated employees shall be paid a premium rate for work performed on the second shift and third shift as follows: \$.30

#### SECTION 1: 24/7 Language:

SECTION 1. All hourly rated employees shall be paid a premium rate for work performed on the C and D Night Shift as follows: \$.30

SECTION 2. Employees whose scheduled working day overlaps two (2) shifts shall be paid for all of their working time at the rate of the shift in which the major portion of their time is worked during that particular day.

#### **ARTICLE 14 - CALL-IN REPORTING TIME**

SECTION 1. Call Time: Any employees called to work at other than their regular shift shall receive a minimum of four (4) hours work or four (4) hours straight-time pay in lieu thereof. However, if the call time so worked is at overtime rates, the employees shall be paid the overtime rate or the four (4) hour guarantee, whichever is greater, but not both. This guaranteed minimum of four (4) hours shall not apply in the event the employees are called in prior to their regularly scheduled shift and work such shift, if such call-in is less than four (4) hours. Call in provisions shall not apply to employees required to perform assigned duties in advance of a regular shift when such work is for the purpose of effecting a normal startup of any given operation or part thereof.

The maintenance department will be an exception and the employees will be excused upon completion of the particular job they were called in for and will be paid four (4) hours call time.

#### SECTION 2. Reporting Time:

- (a) Employees who report for work, provided they have not been notified that no work is available, shall be guaranteed four (4) hours' work or four (4) hours' pay for reporting, either straight-time or overtime rate, whichever is applicable.
- (b) If no work is available on the employee's regular job, the Company may assign the employees to other than their regular task for four (4) hours or offer the employee an opportunity to go home with no pay.
- (c) Notice not to report for work shall be deemed satisfied with respect of the shift working, if written notice to that effect is posted on the bulletin board by noon if possible, but at least two (2) hours before the ending of that shift, on the previous day worked. Other shifts shall be notified personally, by telephone, or written notice at the latest address or telephone number on the Company records.
- (d) The Company will not be liable for reporting pay if work is unavailable due to factors beyond the Company's control, such as fires, floods, power or water failure, or other acts of God. In the event of any such emergency, the Company may, within reason, assign employees to other than their regular task, when the latter is not available.
  - (e) It is the responsibility of each of the employees to keep the Company informed as to their latest address and telephone number. The Company will not be liable for Call-in or Report pay if the Company makes an effort to notify the employee that no work is available and the employee cannot be reached at the phone number on the records of the Company.

## **ARTICLE 15 - TRANSFERS**

SECTION 1. Employees temporarily transferred, for the Company's convenience, to a job carrying a lower hourly rate, shall continue to be paid their regular hourly rate.

SECTION 2. An employee temporarily transferred, for the employee's convenience, to a job carrying a lower hourly rate, shall be paid at such hourly rate.

SECTION 3. An employee who bids temporarily or permanently a job with a lower rate and is transferred to such posted job, shall immediately be reduced to such lower hourly rate.

SECTION 4. An employee temporarily transferred to a job with a higher rate shall be paid such higher hourly rate if required to remain on the higher rated job in excess of one hour. An employee who works less than four (4) hours in a higher rated job shall be paid the higher rate for time worked in such higher rated job. An employee who works four (4) hours or more in the higher rated job will be paid the rate for the entire workday.

#### **ARTICLE 16 - SENIORITY**

SECTION 1. There will be no jurisdictional restriction between any classifications in the plant including production vs. production, maintenance vs. maintenance, and production vs. maintenance. Any employee may be assigned to perform any work which he/she is qualified to safely perform.

The above language supersedes all existing language, position statements, special agreements, letters of instruction, grievance answers, arbitration awards or any other source related to jurisdictional work assignments prior to the date of this agreement.

SECTION 2. All new employees shall serve a probationary period of ninety (90) calendar days and during that time shall acquire no rights to seniority or re-employment if laid off or discharged. Employees retained at the expiration of the ninety (90) calendar day period shall be credited with seniority from the day of hire.

SECTION 3. Employees shall cease to have seniority and job rights if they:

- (a) Voluntarily leave the employment of the Company.
- (b) Are discharged and such discharge is not reversed through the grievance procedure.
- (c) Are absent three (3) consecutive days or three (3) separate times in a thirty (30) day period without notifying the Company, they will be subjected to layoff or dismissal.
- (d) Have been laid off and fail to return to work within seven (7) workdays after notice to return to work was sent, certified mail, receipt requested, to the latest address given to the Company.
- (e) Do not return at the expiration of an authorized absence, unless an extension has been requested and approved.
- (f) Are absent for any reason longer than two (2) years, except due to an approved leave of absence.

SECTION 4. Any employees who have been laid off shall be given notice of opportunity for reemployment at their last address on record in the Company office, and notified by registered mail. An employee must notify the Company within two (2) days, after receiving notice and will be allowed three (3) additional days in which to return to work.

SECTION 5. Seniority shall operate on a plant basis for layoffs and recall. Seniority shall operate on a departmental basis for job bidding or classifications advancement.

SECTION 6. It is mutually understood and agreed that the Company reserves the right to deviate from strict seniority by taking into consideration the experience and ability of the employee to perform the work to be assigned to such employee.

SECTION 7. When a job vacancy occurs within the bargaining unit, the open job will be posted plant wide for a period of 48 hours. Employees bidding within a department will have first preference for the vacancy. If there are no bidders, the junior employee in the department may be assigned. If the job is not filled in this manner, the Company may fill the job with a new hire. The company will fill the opening within forty-five (45) calendar days.

(a) On all newly created jobs, selection of the person to fill the job shall be made on the following basis: The job shall be awarded to the senior employee in the plant who bids on the job with the ability and necessary qualifications to satisfactorily perform the job. If no qualified person bids on the job, the Company may fill the job from any source it deems necessary.

(b) The successful bidder will be placed on the job within 30 calendar days from the last bid of the cycle.

SECTION 8. Employees receiving a job through posting in line with seniority shall be given a reasonable length of time in the opinion of management to learn the job. The Company will notify the employee and the Union when an employee is not making satisfactory progress on the job prior to the Company making a final decision on removal from the job.

SECTION 9. General Help – It is understood that the function of General Help is to fill for vacancies on a plant-wide basis (i.e. vacations, absenteeism, etc.) thus should be trained on the majority of the jobs. General Help employees will select the open job by qualifications and seniority. In the event that General Help is not qualified to fill the open job, the job shall be filled by the seniority of the qualified employee the General Help can replace.

SECTION 10. A temporary vacancy (less than six [6] months) shall be filled by an employee capable of performing the duties of the vacant job using the following steps in order. A temporary vacancy shall be defined as an opening at the beginning of a shift.

- (a) On a temporary day-to-day opening where it is necessary to fill a vacancy, the other personnel, including temporary posted employees, on that particular machine or operation will move up.
- (b) Department Helper Specific fills in remaining open jobs on machine.
- (c) Senior employee in the department on shift not assigned at the time of vacancy (senior may, junior must!)
- (d) Senior employee in the department on shift who is working on a lower rated job who is qualified to satisfactorily perform the duties of the open job (senior may, junior must!)

- (e) Senior employee in the plant on shift who is available and qualified to perform the work (senior may, junior must!)
- (f) Senior employee qualified in department on other shifts, (senior may, junior must!)
- (g) Senior employee qualified on other shift plant wide, (senior may, junior must!)

NOTE: Employees who are placed by availability will remain on such jobs for the rest of the day unless their own posted job is put back in operation. The above will not pertain in case of a breakdown.

SECTION 11. Employees will be notified 5 working days prior to permanent discontinuation of a job. If a job is permanently discontinued the employee whose job has been discontinued may choose one (1) of the following steps by seniority. In making this selection, an employee may displace an operator if the employee has been qualified on that machine or operation by having previously held that operator job or previously held a job that was required to move up to that operator job. All employees must exercise their preference of steps listed below prior to any moves being made.

- (a) A person may return to their last permanent job in the department if their seniority warrants it.
- (b) Displace the less senior person\* on their shift in the department.
- (c) Displace the less senior person\* in the department.
- (d) Displace the less senior person\* on their shift.
- (e) Take an open job.
- (f) Displace the *least senior* person in the plant.

NOTE: When more than one (1) position is being permanently discontinued, the senior employee being displaced shall have first (1st) choice of the jobs held by the junior employees who are subject to being bumped. The spots will be identified on shift and in the department that are subject to being claimed and the most senior exercising their options under (b) through (d) will have first choice of the jobs.

- Employees whose job has been discontinued will have a choice to bump among the number of jobs held by the least senior employees equal to the number of employees displaced. Example:
  - Nine (9) employees displaced:
  - Senior has a choice to bump one of the nine (9) least senior employees;
  - Next senior has a choice to bump one of the eight (8) remaining least senior employees;
  - Next senior has a choice to bump one of the seven (7) remaining least senior employees, etc.

If a job is temporarily discontinued, the same procedure outlined above for permanent discontinuance applies with the exception that step (a) is deleted and steps (b) through (f) are available to the employee.

SECTION 12. While an employee is on vacation or leave of absence not exceeding thirty (30) days, and a job is posted to which they might wish to sign, they shall have the opportunity to sign such postings on their return to work if they so request within twenty-four (24) hours, one (1) day, after their return. If the employee was at work any time during the period the job was posted, they will not be allowed to bid on the job when they return to work except when injured on the job during the posted period.

SECTION 13. Job bids will be limited in that a person bidding or forced to a new job permanently will not be able to bid to their former job for six (6) months unless it has been posted, filled and posted again.

SECTION 14. The employee who is the successful bidder on the job will not be permitted to bid on another job for a period of one hundred and eighty (180) days except to bid on an equal or higher rated job in any department. Persons who bid laterally will only be allowed to do so twice within a 12 month period. Exception: to bid from one shift to another twice during the one hundred and eighty (180) day period.

In the case of major equipment installations, successful bidders must remain in the new job at least six months prior to bidding on another job, except for shift preference on the new equipment. (Major defined as capital projects > \$200 M.)

SECTION 15. It is agreed that any bargaining unit member transferred to a non-bargaining unit position of the Austin International Paper Plant operations shall retain their seniority rights as a member of the union if they are returned to the bargaining unit within six (6) months from the date of transfer. If member of the bargaining unit transferred into a non-bargaining unit position of the Austin International Paper Plant operations is returned to the bargaining unit after the period of six (6) months, they shall only be credited with seniority as a member of the union from the date they returned to the bargaining unit.

SECTION 16. A seniority list shall be compiled and posted by the Company quarterly.

SECTION 17. A vacancy of six (6) months or more will be posted as soon as verified. This time frame may be extended upon mutual agreement between the company and union for a period not to exceed nine (9) months total.

SECTION 18. Employees will be called back from layoff by seniority. Jobs open for employees returning from layoff will have to be posted to the plant prior to being filled.

#### **ARTICLE 17 - ADJUSTMENT OF GRIEVANCES**

SECTION 1. Every effort shall be made to settle grievances as quickly as possible. The shop stewards may leave their job with a supervisor to process a grievance. The union president or shop steward may visit the plant during working hours to process grievances with permission.

SECTION 2. Should any differences arise between the Company and the Union or any employee or group of employees, they shall be settled in accordance with the following procedure:

**Step 1**. The employees affected may either personally or through their steward acting on behalf of such employees, discuss an alleged grievance with the employee's supervisor in the department in which the grievance occurs within 3 working days of the employee. The supervisor must give a decision within 3 working days of the employee thereafter, or earlier if possible. Any complaint or grievance not taken up with the supervisor within 3 working days of the employee (non-workdays excluded) after the basis thereof is known to the employee, shall be deemed to be waived and no further consideration will be given.

**Step 2**. If settlement is not made under Step 1, the grievance shall be reduced to writing within five (5) working days of the employee after an answer is given in Step 1-setting forth (a) a statement of the facts upon which the grievance is based, (b) the remedy or correction requested, and (c) the Section of this Agreement relied upon or claimed to have been violated. It shall be signed by the aggrieved employee or a Union representative, and copies thereof presented to the Union Unit Chairperson and the Supervisor and Human Resources. The grievance will then be scheduled to be discussed by the Union Grievance Committee and the Supervisor and Human Resources within five (5) working days of the employee thereafter. The Supervisor and Human Resources will give a decision in writing within five (5) working days of the employee is not then settled satisfactorily, it shall advance to Step 3.

**Step 3**. The Grievance Committee will present the grievance to the Site Manager and Human Resources or a designated representative within five (5) workdays of the employee from the date a decision is given in Step 2. The Site Manager and Human Resources will give a decision in writing within five (5) work days of the employee after meeting with the Grievance Committee.

**Step 4**. If settlement of the grievance is not made in Step 3, the Grievance Committee will refer the grievance to the Complex General Manager and Human Resources or a designated representative within five (5) workdays of the employee from the date a decision was given in Step 3. A meeting of the Grievance Committee and a representative of the Local Union will be held with designated representatives of the Company as soon as mutually possible in a sincere effort to satisfactorily settle the grievance. The Company will give its decision within two (2) five (5) working days of the employee after the meeting in Step 4.

SECTION 3. Any grievance not acted upon within the time limits prescribed herein shall be deemed to be conceded by a party failing to act within the time limit unless such time has been extended by mutual agreement.

SECTION 4. Any grievance not appealed to the next step of the grievance procedure within five (5) working days of the employee from the date a decision is given in the last previous step shall be deemed finally settled in accordance with the decision of the last step to which the grievance was carried. The Union may refer a grievance to arbitration by notifying the Company in writing thirty (30) calendar days from the date a decision is given in Step 4.

SECTION 5. A grievance not settled under Step 4 may be submitted by the Union to Arbitration. Then either party may request the Federal Mediation and Conciliation Service to forward a list of seven (7) recognized arbitrators. By mutual agreement, the parties may request a second list of arbitrators from the Federal Mediation and Conciliation Service. From the list, the parties shall alternatively strike six (6) names which shall begin with a coin toss to determine which party shall strike first. The remaining person whose name has not been stricken from the list shall be appointed as the Arbitrator.

SECTION 6. The Arbitrator shall conduct a hearing as soon as possible. The Arbitrator shall be empowered to rule on all disputes concerning the effect, interpretation and application of this agreement. However, the Arbitrator shall have no power to add to, subtract from or modify any of the terms of this agreement or any other agreement made supplementary hereto.

SECTION 7. A decision of the Arbitrator on the matter submitted to the Arbitrator for adjudication shall be final and binding upon the parties. Each party shall bear its own arbitration preparation and presentation expenses and both parties shall equally share the expense of the Arbitrator and other incidental and necessary expenses involved.

SECTION 8. In the event of an emergency grievance, a special meeting shall be arranged between the Complex General Manager and the Grievance Committee. Such a meeting shall be considered as Step 3 herein, and the Complex General Manager will give a decision as to the disposition of the grievance within <u>three (3)</u> workday <u>of the employee</u> after each meeting. The grievance presented under this Section shall be presented in written form by the Grievance Committee and the Complex General Manager's decision shall also be in writing.

<u>SECTION 9</u>. No meetings for any purpose of any or all of the employees shall be called or held during working hours which would result in a shutdown of the plant or a curtailment of production, unless agreed to by the Company and the Grievance Committee.

<u>SECTION 10</u>. Should there be any dispute between the Company and the Union concerning the existence of good and sufficient cause for discharge or discipline, such dispute shall be adjusted as a grievance as in accordance with the procedure established by this ARTICLE.

<u>SECTION 11</u>. The procedure herein set forth shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy.

## **ARTICLE 18 - VACATIONS**

SECTION 1. Vacation with pay will be granted to all permanent hourly employees who complete one (1) year or more of continuous service as follows:

One (1) year but less than three (3)	One (1) Week
Three (3) years but less than eight (8)	Two (2) Weeks
Eight (8) years but less than fifteen (15)	Three (3) Weeks
Fifteen (15) years but less than twenty (20)	Four (4) Weeks
Twenty (20) years but less than twenty-five (25)	Five (5) Weeks
Twenty-five (25) years but less than thirty (30)	Six (6) Weeks, Five (5) weeks taken, Sixth (6th) week paid.
Thirty (30) years or more	Six (6) Weeks

SECTION 2. Employees upon completion of one (1) year of service will be paid two (2) percent of their previous calendar year's earnings on the payday following their first anniversary.

The first year, employees may elect to take their vacation pay in lieu of time off if they so desire. If they want time off, it must be taken between the date of their anniversary and the end of that calendar year.

On January 1, following the employee's first anniversary, they will be eligible for another vacation to be taken any time during that calendar year with pay at two (2) percent of the previous calendar year's earnings.

SECTION 3.

- (a) Employees eligible for a vacation of two (2) weeks shall receive an amount equal to four (4) percent of their gross wages paid by the Company in the previous calendar year.
- (b) Employees eligible for a vacation of three (3) weeks shall receive an amount equal to six (6) percent of their gross wages paid by the Company in the previous calendar year.
- (c) Employees eligible for a vacation of four (4) weeks shall receive an amount equal to eight (8) percent of their gross wages paid by the Company for the previous calendar year.

- (d) Employees eligible for a vacation of five (5) weeks shall receive an amount equal to ten (10) percent of their gross wages paid by the Company in the previous calendar year.
- (e) Employees with twenty-five (25) years of service or more shall receive an amount equal to twelve (12) percent of their gross wages paid by the Company in the previous calendar year.
- (f) Employees with thirty (30) years of service shall receive an amount equal to twelve (12) percent of their gross wages paid by the Company in the previous calendar year. These employees may elect to take their sixth (6th) week of vacation as vacation or elect to be paid vacation pay in lieu of time off.

#### **EFFECTIVE JANUARY 1<sup>ST</sup>, 2025**

SECTION 1. Vacation with pay will be granted to all permanent hourly employees who complete **six (6) months or more** or more of continuous service as follows:

Six (6) months but less than one (1) year	One (1) Week
One (1)year but less than five (5) years	Two (2) Weeks
Five (5) years but less than twelve (12) years	Three (3) Weeks
Twelve (12) years but less than eighteen (18) years	Four (4) Weeks
Eighteen (18) years but less than twenty-five (25) years	Five (5) Weeks
Twenty-five (25) years or more	Six (6) Weeks

SECTION 2. Employees upon completion of one (1) years' service will be paid two (2) percent of their previous calendar year's earnings on the payday following their first anniversary.

The first year, employees may elect to take their vacation pay in lieu of time off if they so desire. If they want time off, it must be taken between the date of their anniversary and the end of that calendar year.

On January 1, following the employee's first anniversary, they will be eligible for another vacation to be taken any time during that calendar year with pay at two (2) percent of the previous calendar year's earnings.

#### SECTION 3.

(a) Employees eligible for a vacation of two (2) weeks shall receive an amount equal to four (4) percent of their gross wages paid by the Company in the previous calendar year.

- (b) Employees eligible for a vacation of three (3) weeks shall receive an amount equal to six (6) percent of their gross wages paid by the Company in the previous calendar year.
- (c) Employees eligible for a vacation of four (4) weeks shall receive an amount equal to eight (8) percent of their gross wages paid by the Company for the previous calendar year.
- (d) Employees eligible for a vacation of five (5) weeks shall receive an amount equal to ten (10) percent of their gross wages paid by the Company in the previous calendar year.
- (e) Employees with twenty-five (25) years' service or more shall receive an amount equal to twelve (12) percent of their gross wages paid by the Company in the previous calendar year.
- (f) Employees with thirty (30) years' service shall receive an amount equal to twelve (12) percent of their gross wages paid by the Company in the previous calendar year. These employees may elect to take their sixth (6th) week of vacation as vacation or elect to be paid vacation pay in lieu of time off.

#### SECTION 4.

Those employees with 8 years (5 years starting 2025 - those eligible for 3 weeks of vacation) or more of service will be permitted to take 2 weeks vacation time in daily increments. One (1) of the two weeks must be identified during the February 1 to February 15 period.

Those employees with less than 8 years (5 years starting 2025) of service eligible to take vacation in daily increments will be allowed one (1) week in daily increments with prior notice and approval of their supervisor.

Those employees with 18 years starting 2025 (those eligible for 5 or more weeks of vacation) or more of service will be permitted to take 3 weeks vacation time in daily increments. Two (2) of the three (3) weeks must be identified during the February 1 to February 15 period.

SECTION 5. The Company retains the right to schedule vacations; however, every effort will be made to grant vacations at times requested by employees, with senior employees having preference in case of conflict of dates between employees.

No employee will be permitted to take more than three (3) weeks' vacation between the dates of May 15 and September 15. Any exceptions to this provision must be approved by Site Manager, with senior employees having preference in case of conflict of dates between employees.

Employees and the Union agree to cooperate with the employer to minimize rearrangement of crews and to ensure the proper and orderly operation of the plant during the vacation period.

Vacation time for Light Duty employees who are not replaced when they are on vacation shall not be counted against the number of full duty employees allowed off on vacation per day/week in the plant.

Employees must signify their vacation request between February 1 and February 15 in order to program their requested vacation.

SECTION 6. Any employee who is terminated for any reason after January 1 shall receive pay for the vacation for which they were eligible on January 1, unless such a vacation was taken or paid prior to their termination, plus the pro rata vacation pay accrued/earned during the year of termination prior to termination.

SECTION 7. In the event the employees are granted their vacation prior to their anniversary date, they shall receive vacation pay for which they are eligible at that time and the balance, if any, will be paid when they reach their anniversary date.

SECTION 8. Employees eligible for two (2) or more weeks' vacation may elect to take one (1) week's vacation pay as a bonus in lieu of time off. Employees who have been off work in excess of thirty (30) days during their anniversary year may take their vacation pay as a bonus in lieu of any time off.

SECTION 9. Employees who have not scheduled their full vacation by *February* 15 must indicate their additional weeks of vacation by October 1 of the vacation year subject to Section 5 above.

SECTION 10. The vacation week shall be Monday through Sunday.

Employees who have a full week of vacation scheduled would be given first preference of being excused on the Saturday and Sunday before the week of vacation when business conditions permit.

SECTION 11. The employer shall post all vacations daily or weekly for each employee. Such vacation posting shall be made on February 20, and October 10, of the vacation year.

SECTION 12. For the purposes of computing vacation pay, employees who are off of work due to an injury which qualifies for Worker's Compensation wage-loss benefits will be credited with earnings for each work day lost during the calendar year in which the employee last worked. Such employees will be paid full vacation pay during the vacation year immediately following the year in which the employee last worked.

SECTION 13. During the vacation year immediately following the year in which an employee last worked, an employee receiving Worker's Compensation wage-loss benefits having unused vacation remaining at the end of the vacation year will continue to receive Worker's Compensation wage-loss benefits only, unless there is a difference between that amount and what the vacation pay would have been. In these instances, the Company will supplement the Worker's Compensation wage-loss benefit so that the full benefit will equal what the vacation pay would have been had the employee been working.

SECTION 14. In vacation years where an employee does not work at all during the previous calendar year and continues to be off on Worker's Compensation wage-loss benefits through the end of the vacation year, the employee will not receive vacation pay, but will receive applicable Worker's Compensation wage-loss benefits only.

SECTION 15. Employees returning to work from injuries qualifying for Worker's Compensation wage-loss benefits who are eligible for vacation will receive vacation pay, pursuant to ARTICLE XVI of the Contract, regardless of whether or not they worked in the previous calendar year.

SECTION 16. The Company will allow employees to schedule vacation at a minimum of 5 employees on first shift, 3 employees on second shift and 3 employees on third shift during any week. The maximum number of employees allowed to be on scheduled vacation plant wide at any one time will be 11.

During the periods of May 15 to September 30 and December 15 to January 10, temporary employees may be hired based upon the needs of the business.

Note: The hourly safety coordinator is not counted in the vacation allotment above.

SECTION 17. Day at a time vacation is requested per Article 18, Section 4.

## ARTICLE 18 – VACATIONS – 24/7 Application:

#### Vacation Scheduling:

- Current approved vacation time remains approved.
- If the transition from current vacation to 24/7 vacation schedule occurs mid-year We will be communicating the process once the transition date has been determined.

## Austin - 24/7 Vacation Full Week

There is no change in the calculation for to Annual Vacation \$ amount.

- Vacation week:
  - No change = 1 week is a week
  - The vacation week will coincide with the payroll week which begins Sunday at 6:00 AM and ends the following Sunday at 6:00 AM.
- Vacation Week Pay:
  - Application remains the same as outline in contract.
  - Percentage of previous calendar year's earnings

#### Austin - 24/7 Vacation Single Days:

• Those eligible to take up to **1** week in less than one week increments

#### Austin - 24/7 Vacation Single Days

• Those eligible to take up to 2 weeks in less than one week increments

Employees with earned vacation of (2) two weeks or more shall be entitled to take (2) two weeks in less than one week increments, but not less than 12 hour increments, provided it is scheduled and approved at least (5) five working days in advance of the day or days requested.

- Week (1) one will consist of (4) days and week (2) two will consist of (3) days.
  - If only splitting up 1 week of vacation:
    - You will be granted 4 Days Off as Single Days
  - If you take 2 weeks as single days:
    - You will be granted 7 Days Off as Single Days
      - $\circ$  First week = 4 days
      - $\circ$  Second week = 3 days
  - Single Day Vacation Pay:
    - One week vacation pay divided by 4 or 3 as outlined above
    - •

Employees with earned vacation of (5) five weeks or more shall be entitled to take (3) three weeks in less than one week increments, but not less than 12 hour increments, provided it is scheduled and approved at least (5) five working days in advance of the day or days requested.

- Week (1) one will consist of (4) days and week (2) two will consist of (3) days and week (3) will consist of (4) days.
  - If only splitting up 1 week of vacation:
    - You will be granted 4 Days Off as Single Days
  - If you take 2 weeks as single days:
    - You will be granted 7 Days Off as Single Days
      - $\circ$  First week = 4 days
      - $\circ$  Second week = 3 days
  - If you take 3 weeks as single days:
    - You will be granted 11 days off as Single Days
      - First week = 4 days
      - Second week = 3 days
      - Third week = 4 days
  - Single Day Vacation Pay:
    - One week vacation pay divided by 4 or 3 as outlined above

#### **ARTICLE 19 - HOLIDAYS**

SECTION 1. The holiday period for any purposes shall constitute the twenty-four (24) hour period following the normal starting time of the first scheduled shift of said holiday.

SECTION 2. The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	December 31

Individual Floater (To be identified during February 1 to February 15 vacation scheduling.)

SECTION 3. On each of the above holidays, all full-time employees will be paid at their straighttime hourly base rate for eight (8) hours, provided:

- (a) The employee has completed a thirty (30) day period of continuous Company service, and
- (b) The employee works the last scheduled full workday preceding and the first scheduled workday following the holiday.
- (c) Part-time employees are excluded from holiday pay.

SECTION 4. Employees shall not lose holiday pay if:

(a) absent because of a bona fide illness or injury, not to exceed sixty (60) days; (b) excused from work for a whole or part of a day on the day before or the day after the holiday, if work is scheduled on those days; or (c) not more than one (1) hour late on the day before or the day after the holiday, if work is scheduled on those days.

SECTION 5. Nothing contained herein shall prevent the Company from operations on holidays or on Sundays if it is so determined. If a holiday falls on a Sunday, it will be observed on Monday. If a holiday falls on Saturday, it will be observed on Friday. In the event 2 days back to back holiday's overlap with observations days: Management and Union Committee will discuss application of above language.

SECTION 6. It is also agreed and understood that the holidays scheduled in the Agreement will be included as time worked for the purpose of computing overtime pay whenever they fall within the first five (5) days of the regular work week, this is, on Monday through Friday.

SECTION 7. Should one (1) of the recognized holidays fall during an employee's vacation period, they shall receive pay for such holiday in addition to their vacation pay, or be given an additional day of vacation if it can be worked out with their supervisor.

SECTION 8. The Company and Union may mutually come to an agreement that will accommodate employees to designate the day on which a specific authorized holiday is recognized. The mutual agreed upon day(s) must be approved by a (2/3) majority of the membership working on the shift(s), or in the plant. This approval vote will bind all employees in the area that conducted the vote. The approval vote and management approval must be taken at least two (2) weeks in advance of the affected holiday and must be on a cost neutral basis.

SECTION 9. Veterans Day Provision

- Veterans may submit a written request for time off to observe Veterans Day.
- This written request must be submitted at least two (2) weeks in advance of Veterans Day to Site Manager or designated representative.

- The absence shall be unpaid and considered an excused absence. The hours of this absence will not count as hours worked towards the calculation of overtime.
- The excused absence is dependent upon available time off based of vacation absences and plant needs.

#### ARTICLE 19 – HOLIDAYS: 24/7 Application

SECTION 1. The holiday period for any purposes shall constitute the twenty-four (24) hour period following the normal starting time of the first *scheduled* shift of said holiday.

SECTION 2. The following days shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	December 24
Independence Day	Christmas Day
Labor Day	December 31

Individual Floater (To be identified during *February* 1 to *February* 15 vacation scheduling.)

#### **SECTION 3:**

Holiday pay for holidays falling on scheduled workdays will be paid at 12 hours; Holidays falling on non-scheduled workdays will be paid at 8 hours provided:

- (a) The employee has completed a thirty (30) day period of continuous Company service, and
- (b) The employee works the last scheduled full workday preceding and the first scheduled workday following the holiday.
- (c) Part-time employees are excluded from holiday pay.

See Example Charts for 24/7 Application

SECTION 4. Employees shall not lose holiday pay if:

(a) absent because of a bona fide illness or injury, not to exceed sixty (60) days; (b) excused from work for a whole or part of a day on the day before or the day after the holiday, if work is scheduled on those days or scheduled the holiday; or (c) not more than one (1) hour late on the day before or the day after the holiday, if work is scheduled on those days.

SECTION 5. Nothing contained herein shall prevent the Company from operations on holidays or on Sundays if it is so determined.

24/7 Application Update:

The Holiday calendar date is the date the Holiday will be observed.

If an employee is scheduled to work on a holiday and the plant works a holiday:

- Hours worked on a holiday count towards the calculation of overtime
- Holiday hours are not including in the calculation of overtime (12 Hours)

If an employee is not scheduled to work on a holiday and the plant works a holiday:

• Holiday hours are not included in the calculation (8 Hours)

If the holiday is on an employee's scheduled work day and the plant does not work the holiday: • Holiday hours are included in the calculation of overtime (12 Hours)

If the holiday is not an employee's scheduled work day & the plant does not work the holiday: • Holiday hours are not included in the calculation (8 Hours)

See Below Chart of Holiday Pay Description

## SECTION 6.

If an employee is scheduled to work on a holiday and the plant works a holiday:

- Hours worked on a holiday count towards the calculation of overtime
- Holiday hours are not including in the calculation of overtime (12 Hours)

If an employee is not scheduled to work on a holiday and the plant works a holiday:

• Holiday hours are not included in the calculation (8 Hours)

If the holiday is on an employee's scheduled work day and the plant does not work the holiday:

• Holiday hours are included in the calculation of overtime (12 Hours)

If the holiday is not an employee's scheduled work day & the plant does not work the holiday: • Holiday hours are not included in the calculation (8 Hours)

See Below Chart of Holiday Pay Description

SECTION 7. Should one (1) of the recognized holidays fall during an employee's vacation period, they shall receive pay for such holiday.

SECTION 8. The Company and Union may mutually come to an agreement that will accommodate employees to designate the day on which a specific authorized holiday is recognized. The mutual agreed upon day(s) must be approved by a (2/3) majority of the membership working on the shift(s), or in the plant. This approval vote will bind all employees in the area that conducted the vote. The approval vote and management approval must be taken at least two (2) weeks in advance of the affected holiday and must be on a cost neutral basis.

SECTION 9. Veterans Day Provision

• Veterans may submit a written request for time off to observe Veterans Day.

- This written request must be submitted at least two (2) weeks in advance of Veterans Day to Site Manager or designated representative.
- The absence shall be unpaid and considered an excused absence. The hours of this absence will not count as hours worked towards the calculation of overtime.
- The excused absence is dependent upon available time off based of vacation absences and plant needs.

Austin Holiday Examp	les - Plant <mark>Does</mark> Work	Holiday:
Holiday Example C Scheduled Day to Work = Holiday Day Holiday Worked	Holiday	Notes
Example C Regular Schedule	6 AM – 6 PM	
Holiday	HOLIDAY Worked	
Holiday Pay	12 Regular Schedule Hours Worked + 12 Hours Holiday Pay	12 included in Calculation of OT 12 not included in Calculation of OT
Holiday Example D Non Scheduled Day = Holiday Day Holiday Worked	Holiday	
Example B Regular Schedule	Off	
Holiday	HOLIDAY Worked – But You are not scheduled to work	
Holiday Pay	8	8 not included in calculation of OT

SECTION 7. Should one (1) of the recognized holidays fall during an employee's vacation period, they shall receive pay for such holiday.

SECTION 8. The Company and Union may mutually come to an agreement that will accommodate employees to designate the day on which a specific authorized holiday is recognized. The mutual agreed upon day(s) must be approved by a (2/3) majority of the membership working on the shift(s), or in the plant. This approval vote will bind all employees in the area that conducted the vote. The approval vote and management approval must be taken at least two (2) weeks in advance of the affected holiday and must be on a cost neutral basis.

SECTION 9. Veterans Day Provision

- Veterans may submit a written request for time off to observe Veterans Day.
- This written request must be submitted at least two (2) weeks in advance of Veterans Day to Site Manager or designated representative.
- The absence shall be unpaid and considered an excused absence. The hours of this absence will not count as hours worked towards the calculation of overtime.
- The excused absence is dependent upon available time off based of vacation absences and plant needs.

Holiday Example C Scheduled Day to Work = Holiday Day Holiday Worked	Holiday	Notes
Example C Regular Schedule	6 AM – 6 PM	
Holiday	HOLIDAY Worked	
Holiday Pay	12 Regular Schedule Hours Worked + 12 Hours Holiday Pay	12 included in Calculation of OT 12 not included in Calculation of O
Holiday Example D Non Scheduled Day = Holiday Day Holiday Worked	Holiday	
Example B Regular Schedule	Off	
Holiday	HOLIDAY Worked – But You are not scheduled to work	
Holiday Pay	8	8 not included in calculation of O

# Austin Holiday Examples - Plant Does Not Work Holiday:

Holiday Example A Scheduled Day to Work = Holiday Day Holiday Not Worked	Holiday	Notes
Example A Regular Schedule	6 AM - 6 PM	
Holiday	HOLIDAY Not Worked	
Holiday Pay	12 hours	12 included in calculation of OT
Holiday Example B Non Scheduled Day = Holiday Day Holiday Not Worked	Holiday	
Example B Regular Schedule	Off	
Holiday	HOLIDAY Not Worked	
Holiday Pay	8 hours	8 not included in calculation of OT

## **ARTICLE 20 - LEAVE OF ABSENCE**

SECTION 1. Employees scheduled to attend Union conventions or to handle other Union business directly affecting employees of the Company shall be granted a leave of absence without pay.

SECTION 2. A leave of absence without pay for personal reasons may be granted to any employee for a period of time not to exceed thirty (30) days. An extension of leave in each instance shall depend upon the merits of the request.

SECTION 3. Employees who engage in other employment while on leave or who fail to report back, or otherwise fail to comply with the terms of the leave shall be deemed to have terminated their employment as of the first day of the leave.

SECTION 4. Applications for a leave of absence shall be made to the Site Manager and approval in each instance shall depend upon the merits of the case, and the needs of production efficiency. No leave of absence shall be approved to accept other employment of any kind.

SECTION 5. A copy of the approved leave application shall be promptly furnished to the Union. (Note: Any employee on an authorized leave of absence shall continue to accumulate seniority.)

SECTION 6. Employees who are unable to report for work because of sickness shall notify the Company or cause it to be notified without delay.

SECTION 7. Any employee who is inducted into the Armed Forces shall be given all seniority and re-employment rights as provided in the statutes of the United States.

SECTION 8. If an employee is disabled by an industrial injury during a working day and is relieved from work for the balance of the day by order of the Company doctor, employee shall be paid the balance of the day's pay; the normal workday of eight (8) hours is the basis of pay or scheduled work hours, whichever is less unless employee is working on the alternate work schedule. If ordered to return to work by the Company doctor, they shall be paid only for hours lost during the day.

SECTION 9. It is agreed between the Company and the Union, that employees may continue their education. Said employee shall be placed on a call-back list after notifying Company of willingness to return to work. They will then be called back in line of seniority. There is one exception, that this is limited to 24 months.

#### **ARTICLE 21 – BEREAVEMENT / FUNERAL LEAVE**

<u>SECTION 1</u>. In the case of death of a member of the immediate family of the employee having seniority, the Company will grant an excused absence up to, but not exceeding three (3) days following notification of death and ending no later than the day following the funeral or memorial service. Any excused absence for this purpose which would have been scheduled days of work during the workweek for the employee shall be paid at the employee's base hourly rate up to eight (8) hours per day. A member of the immediate family is defined as Mother, Father, Husband or Wife, Mother-in-law and Father-in-law, Brother or Sister, Son or Daughter, Grandchildren or Grandparents, employee's Brother-in-law or Sister-in-law, and notice of such death must be given by the employees to their supervisor as soon as it is reasonably possible. Step relationships similar to above defined immediate family shall also be covered by this section if they reside in the same

household, or were raised together as siblings or in a parent-child relationship. No absence or allowance will be granted in the case where because of distance or other causes the employee does not attend the funeral or memorial service of the deceased.

<u>SECTION 2</u>. In case of multiple deaths in a family where the same three (3) days are required to make the necessary funeral or memorial service arrangements and to attend the funeral or memorial service, only one (1) three (3) day leave will be granted.

<u>SECTION 3</u>. This clause is written for the purpose of supplementary pay that an employee may lose and is not intended as extra pay or pay for days employee would not normally work.

<u>SECTION 4</u>. In the event death occurs to any member of the immediate family as defined above, documentation (i.e. Funeral Program, etc...) must be furnished to the Company if and when requested.

## **ARTICLE 21 – BEREAVEMENT / FUNERAL LEAVE : 24/7 Application**

In the event an employee is to be absent on a regularly scheduled work day as result of a death in the immediate family he/she shall be granted up to a maximum of three (3) consecutive scheduled work days leave (one of which must be the day of the funeral) with pay (at twelve (12) hours per day) at their regular straight time rate for such time lost.

- Funeral Leave example: Funeral on a Wednesday
  - You are scheduled to work on Wed, Thurs and Off on Friday
  - You would receive 24 hours of bereavement pay.
  - 12 hours for Wed and 12 hours for Thurs.

## **ARTICLE 22 - PAY FOR JURY DUTY**

SECTION 1. Upon completion of the probationary period, the Company will pay employees who are required to do jury service the difference between their straight time hourly rate for the number of hours normally worked on their regular shift, but no more than eight (8), and the payment received for jury service. The employee will present proof of jury service and the amount of pay received. This Section will not apply where an employee voluntarily seeks jury service.

SECTION 2. Jury pay is intended to prevent loss of wages that would have been earned had not the jury duty interfered. Therefore, jury pay will not be given under the following conditions:

- (a) For Saturdays, Sundays and Holidays.
- (b) During an employee's vacation.
- (c) During a layoff of a department or operation for a full shift or more.
- (d) For more than the number of hours regularly scheduled for their job, not to exceed eight (8) hours

(d) In the event the jury service on any one (1) day is half day or less, the employees will be required to devote the remainder of the day to their regular duties with the Company.

## ARTICLE 22 - PAY FOR JURY DUTY : 24/7 Application Language:

Remains the same application

- Jury pay is intended to prevent loss of wages that would have been earned had not the jury duty interfered.
- Employees required to do jury service will receive the difference between their straight time hourly rate for their regularly scheduled workday and the payment received for jury service.

SECTION 1. Upon completion of the probationary period, the Company will pay employees who are required to do jury service the difference between their straight time hourly rate for the number of hours normally worked on their regular shift, but no more than twelve (12), and the payment received for jury service. The employee will present proof of jury service and the amount of pay received. This Section will not apply where an employee voluntarily seeks jury service.

SECTION 2. Jury pay is intended to prevent loss of wages that would have been earned had not the jury duty interfered. Therefore, jury pay will not be given under the following conditions:

- (a) For unscheduled days off.
- (b) During an employee's vacation.
- (c) During a layoff of a department or operation for a full shift or more.
- (d) For more than the number of hours regularly scheduled for their job, not to exceed twelve (12) hours.
- (e) In the event the jury service on any one (1) day is half day or less, the employees will be required to devote the remainder of the day to their regular duties with the Company.

## Additional 24/7 Section:

SECTION 3. Jury Duty for night shifts (C and D Shift):

- Employee working C or D shift will not be required to work their evening shift during the days that they are assigned jury duty.
- In the event that an employee is scheduled to work the night (C or D Shift) before their first day of jury duty The employee will be given this scheduled work shift off the night before their first day of jury duty.

## **ARTICLE 23 - TOOLS**

SECTION 1. Production and Maintenance Employees

- A. The company agrees to provide necessary tools for production and maintenance employees to perform their regular duties.
- B. If tools are broken or worn and need replacing, the Company will replace them when employee turns in old tools.
- C. If pocket tools are lost, the employee can purchase a new one at Company cost through the Company.
- D. If employees quit or have their employment terminated and do not turn in the tools furnished by the Company, the cost of such tools will be deducted from their final paycheck.

#### **ARTICLE 24 - BULLETIN BOARDS**

SECTION 1. The Company will provide a bulletin board upon which there may be posted, by the Company, notices pertaining to Company business affecting its employees, and by the Union, notices of Union matters, both business and social; and other matters affecting employees of the Company, provided that said bulletin board shall not be used for political purposes, propaganda, or for any purpose that will in any way injure the Company or employees.

#### **ARTICLE 25 - DUTIES OF SUPERVISORS**

SECTION 1. The Company does not want supervisors to do work regularly being done by the worker to the extent it would replace a regular worker. However, the Company is permitted to assign supervisors to do such work as would regularly be done by a worker, when necessary to train and instruct, help in emergency, etc.

#### **ARTICLE 26 - BENEFITS**

SECTION 1. The benefit plans as described in group benefit summary plan descriptions will be in effect throughout the life of this Agreement and the Company. See Exhibit B summary for details.

#### **ARTICLE 27 - RETIREMENT PLAN**

The location participates in and has pension benefits as negotiated by the Converting Joint Pension Council subject to the terms and conditions contained in the Plan. The pension plan is described in the summary plan description (SPD) entitled "Retirement Plan – Hourly Employees Covered by the Converting Joint Pension Council". Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The benefit multiplier at normal retirement is \$39 per month per year of credited service.

Please refer to Converting Joint Pension Council Agreement – separate agreement.

#### **ARTICLE 28 - MISCELLANEOUS PROVISIONS**

SECTION 1. In connection with seniority and also with vacation pay and holiday pay, it is necessary that the full time employee be defined. A full-time regular employee should be defined as an employee who regularly works the total scheduled hours as defined either in ARTICLE 9, SECTIONS 2 and 3, or ARTICLE 10.

SECTION 2. It is agreed that the Company may train employees for supervisory positions by placing them on various operations and having them perform the actual duties of the job providing the employees normally assigned to those jobs are not displaced. The number of supervisory trainees will be limited to not more than one (1) at any one (1) time. The trainee program will be for a maximum of six (6) month timeframe. The supervisory trainee may perform the normal duties of the supervisor with the exception of discipline and may from time to time serve as a relief supervisor as needed during periods of vacations and other absences.

SECTION 3. Temporary seasonal replacements are agreed to, provided their employment is confined to the periods of May 15 to September 15 and December 15 to January 10. It is further agreed that such seasonal employees shall not exceed fifteen (15) in number and they cannot be used to circumvent this Agreement by replacing full-time employees on a permanent basis who are covered by this Agreement. Such temporary seasonal replacement employees will not be permitted to hold any department rights. Temporary seasonal replacements shall not accumulate seniority. Therefore, ARTICLE 16 of this agreement will not pertain to temporary seasonal employees. Returning seasonal replacements shall have shift preference based upon first come, first serve. All employees hired on this basis will have their employment terminated by no later than the final date of the period of hire. Temporary seasonal replacements shall not *exceed 89 days* and shall be paid fifty (50) cents per hour above the hire rate regardless of job assignment once they have completed their probationary period.

SECTION 4. This Agreement includes all provisions of the controlling general collective bargaining agreement between the Company, the Union, and the respective Local of the latter, and revokes all and every previous general collective bargaining agreement governing labor relations between the Company and the Union.

No precedents or provisions, conditions, rules or verbal agreements shall be recognized in any way to effect or modify this Agreement, and all precedents or provisions, conditions, rules and verbal agreements are superseded by this Agreement.

SECTION 5. If there is one maintenance personnel at a machine breakdown and another maintenance personnel is not available and another person is needed to assist as determined by the maintenance personnel, the operator will stay with the machine unless otherwise reassigned.

SECTION 6. The Company agrees to pay up to one hundred and twenty five (\$125) dollars (Starting 1/1/23) on an annual basis (Jan 1 to Dec. 31) for the purchase of Safety Toe Footwear or to allow employee to bank one (1) year of safety shoe allowance (\$125) to purchase safety shoes up to \$250.00. NOTE: An employee eligible for the two (2) year program, must not

have purchased safety shoes in the previous calendar year. In either case; the employee must provide sales receipt (proof of purchase), with their name, supervisors name, and they must indicate either the one (1) year or two (2) year program (when eligible). New hires can be reimbursed after 30 working days of service. Safety toe footwear must meet ANSI Z41-1991 or the ASTM standards F2412-05 & F2413-05 requirement.

SECTION 7. The company agrees to continue to pay for prescription safety glasses for employees requiring prescription lenses once every two (2) years. This will include frames, lenses and side shields. Should the glasses be damaged in the line of work, the company will replace them at no cost. Maintenance Personnel shall purchase and wear non-conductive safety glasses due to Electrical Safety requirements. Prescription Safety Glasses that meet the ANSI Z 87.1 standard with side shield protection. Non-conductive safety glasses are required per OSHA Subpart S/NFPA 70E.

#### SECTION 8: 24/7 Shift Swap Provision:

Employees have the ability to swap shifts on their off days with another qualified employee from days to days or nights to nights within the same week. Employee must give 48 hour notice and is subject to management approval and a commitment letter must be signed.

Employees have the ability to arrange with their mate to leave early or stay later (up to (2) two hours), and limited to twice per month for unusual circumstances. A commitment letter will need to be signed by both parties. Requests must be submitted with a 48 hour notice and is subject to management approval. In the event of an extenuating situation, management may approved the request with less than 48 hours provided signatures are obtained by both parties. Overtime pay (time and a half) remains only applicable to hours worked over 40 hours in a work week.

#### SECTION 9: 24/7 Volunteer List Provision:

A voluntary overtime list will be created each week to allow employees who wish to work on their off days to cover vacancies for which they are qualified.

- Employees may volunteer for (6) six or (12) twelve hours of available overtime.
- Employees volunteering for (12) twelve hours available overtime will be given preference over someone volunteering for (6) six hours.
- If a (6) six or (12) twelve hour volunteers are not identified then management has the ability to review other potential voluntary coverage options.

### **ARTICLE 29 - EMPLOYEE ASSISTANCE PROGRAM**

SECTION 1. International Paper agrees to continue to provide an Employee Assistance Program to be available to all employees and their immediate families.

For more information concerning the EAP contact the Employee Service Center at 1-888-372-2968 or online through the Company Intranet, or from a personal computer at <u>www.my-ip.com</u>.

The International Paper will provide information concerning the services available through this program on a regular basis.

# ARTICLE 30 - LIGHT DUTY REHABILITATION PROGRAM FOR WORK RELATED INJURIES AND ILLNESSES, AND PREGNANCY

<u>SECTION 1.</u> The International Paper Company shall furnish to its work related injured and pregnant employees a light duty program for the benefit of the Company and its employees. Light duty means, if available, meaningful job duties or tasks that do not on their own represent a separate job position and do not include all of the essential functions of any job.

<u>SECTION 2</u>. Work related injured or pregnant employees returning to work with restrictions will be assigned light duty work if available regardless of shift. Employees returning to light duty will be paid the current rate of their regular bid job.

<u>SECTION 3</u>. The Company will have Fitness for Duty / RTW form describing the light duty tasks that have been assigned. Employees on light duty under doctor's restrictions must follow those restrictions.

<u>SECTION 4</u>. Light duty employees may receive overtime if they are within work restrictions set forth by physician.

<u>SECTION 5</u>. Light duty employees may be examined by their treating physician at the discretion of management to permit a redesignation i.e. either adding to or releasing of.

<u>SECTION 6.</u> Employees who do not return to their bid job within nine (9) months shall lose rights to the job. This job shall then be filled through the job bid process. The nine month period may be extended by the Company due to unusual circumstances on a case by case basis.

<u>Section 7:</u> Each individual situation will be reviewed on a case by case basis. Each case will be reviewed by the Company and Union for applicable, feasibility and time frame for potential reasonable accommodations under this program.

<u>Section 8:</u> The Company will continue to assess all employees with disabilities that may present work restrictions for the possibility to provide a reasonable accommodation so the employee may perform the essential functions of the employee's current job, or of other vacant jobs for which they may have the requisite seniority, knowledge, skills and abilities, with or without a reasonable accommodation as provided by the Americans with Disabilities Act (ADA) and Minnesota state law. This obligation applies to all Austin Container employees regardless of whether the cause of the disability or restrictions is work related. Employees must notify the Company and Union of their request for accommodations in writing.

#### **ARTICLE 31. MAINTENANCE PROGRAM**

The company will have, maintain and administer a skill program for the maintenance department at Austin, MN International Paper Container facility. The program is designed to both assist the

Company in retaining and recruiting highly qualified individuals, along with continually upgrading skills to meet the changing demands of the workplace. There will be an outline of each skill level requirements.

The program is a tiered system consisting of:

- Maintenance Associate
- Maintenance level 1
- Maintenance level 2
- Maintenance level 3

The company agrees to maintain a maintenance skill program with the following objectives:

- Enhancing the skills of the maintenance workforce;
- Allowing the company to maintain the equipment;
- Meeting the increasing maintenance needs;
- Allow the company to recruit and retain high quality maintenance personnel.

The program will have two components that will include a knowledge/learning portion and a practical skills component. The skills component will be arranged on an individual basis with the maintenance supervisor.

When vacancies occur the company may determine which level Mechanic needs to be sought and the company shall have the option to fill these vacancies either through the job posting procedures or a direct hire. The company will post the above positions and interview interested employees prior to hiring from the outside. The company will attempt to train employees found to be qualified through this procedure. This plan is designed to both assist the company in retaining and recruiting highly qualified individuals and continuing to upgrade skills of the department so we can better meet the changing needs of the mechanical workplace.

The company will encourage and support continued education to further the learning of additional skills by maintenance personnel, whether at an approved local community college, trade school, on-line classes or industry technical college. In order to be eligible for reimbursement by the Company, all classes must be agreed to and approved by the Maintenance Supervisor/Manager and Site Manager. If approved in advance, the company will reimburse the cost of the class in the approved technical field upon completion of the class with the minimum requirement of a passing grade. Any fees and expenses or any required certifications or licenses required by the plant, will be reimbursed the company.

The maintenance associate program participants will be allowed to participate in the maintenance skill program provided they meet the objectives of the associate program.

### **ARTICLE 32 - TERMINATION OF CONTRACT**

This Agreement will take effect as of October 27, 2022 and shall remain in effect until 6:00AM on October 26, 2024. This Agreement will be irrevocable for four (4) years and will not be subject for negotiations by either employer or employee or the Union representing employees during that

period and during the period of any automatic extension of this Agreement. The period covered by this Agreement shall be automatically extended from year to year after October 26, 2024, unless within sixty (60) days prior to the expiration of this Agreement notice is served on the other party of the desire to terminate or change this Agreement, and in that event, this Agreement shall continue during the period of negotiation necessary in working out a new Agreement.

In order to be effective, this Agreement (1) must be executed by the Union on behalf of itself and the Union locals at the Covered Locations and (2) with respect to Covered Locations where employees are jointly represented by the Union and a different union, must be executed by the Union on behalf of itself and the USW Locals at the Covered Locations as well as by the different union such as Austin, MN.

#### MASTER AGREEMENT PROVISIONS

Bargaining between the Company and the Union and/or the union(s) representing the employees at the Covered Location with respect to a Renewal Agreement will be limited to subjects not specifically provided for in this Agreement.

There will be no hiatus between current Location Agreements and the Renewal Agreements and Renewal Agreements will go into effect immediately upon the expiration of the respective Location Agreements even if the Union and/or the union(s) which are parties to those agreements have not reached agreement on all terms under discussion. If the Union and/or the union(s) and the Company do not reach agreement on an item, the original provision will remain in effect.

In addition to the renewal bargaining that occurs as each local agreement comes up for renewal during the term of this Master Agreement, there will be one additional renewal bargain in four (4) years. The additional renewal bargain will be under the same terms of this Master Agreement as the regularly scheduled renewal bargain.

The Company agrees not to lock-out and the Union and/or unions agree(s) not to strike at a Covered Location during the terms of the respective Location and Renewal Agreements.

If any provision of this Agreement is in contravention of any applicable federal or state law or regulation, such provisions shall be superseded by the appropriate provision of such law or regulation so long as same is in force and effect, but all other provisions of this agreement shall continue in force and effect.

#### **Orientation**

During the orientation period for new bargaining unit employees at the locations covered by this Master Agreement, the Union will be provided an opportunity to meet with each new employee to provide information concerning the Union's structure and role as bargaining unit representative.

#### **Characteristics of Master Agreement - Labor Agreements**

See Addendum C for an outline of the contract language characteristics of an International Paper labor agreement. These characteristics are considered to be a necessary part of any facility participating in this Master Agreement unless otherwise noted.

#### Successorship

The Company agrees that if a Covered Location is sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Successorship Paragraph provision and shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of the applicable Collective Bargaining Agreement until its expiration date and treating the affected employees of the applicable Bargaining Unit in accordance Provided all contractual agreements are honored regarding seniority, including provisions for lay off and recall (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit employees), it is understood and agreed (a) that the purchaser will not be required to have the same number of employees in the applicable bargaining unit as the Company does at the time of the transaction, and (b) that the applicable purchase agreement may permit the purchaser to make changes in the benefit programs required by the applicable agreement provided that the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the applicable collective bargaining agreement.

It is agreed that the Company's obligations under this Successorship language will be satisfied if the applicable purchase and sale agreement: (i) contains the terms required by the above paragraphs; and (ii) either makes the Union a third party beneficiary of those terms or is supplemented by a contemporaneous agreement between the Union and purchaser with the terms of the applicable Collective Bargaining Agreement. The Union and/or its local and any other union representing covered employees will agree to such assumption effectuating those terms.

In the event that a Covered Location is sold, leased, transferred or assigned, the Parties agree that this section will be added as an addendum to the Covered Location's Agreement prior to the sale, lease, transfer, or assignment.

The Company agrees that it will not propose to delete the Successorship provisions in future bargaining for collective bargaining agreements at Covered Locations.

The Company agrees that a purchaser, lessee, transferee or assignee of the assets of the Company as an entity will be bound by this Agreement and the Union agrees to such assumption.

The Union agrees that it will make a condition of any merger it may make with another Union or any other type of combination, that the resulting entity will assume this Agreement and the Company will agree to such assumption.

#### **Union/Job Security**

In the interests of having a constructive relationship and maintaining it during an organizing campaign, the Parties agree that the following ground rules will apply.

#### **Organizing Campaigns**

The decision whether to be represented or not represented is the employees' to make.

Both Parties intend to take a position of fairness and honesty in the matter, providing accurate and timely information legitimately bearing on the employees' decision.

Both Parties will work to create an atmosphere free of coercion or intimidation. Neither Party will threaten, interrogate, retaliate against any employee, or make false or misleading statements.

Neither Party will engage in negative attacks towards each other.

Nothing in this Paragraph is intended to limit the rights of employees or the Parties during organizing campaigns at Covered Locations to file charges with the National Labor Relations Board alleging violations of the National Labor Relations Act under the applicable statutory criteria; however no such charge shall allege as a separate theory that the alleged conduct violated this Agreement.

#### **Employment Security**

The Company agrees that when exercising its rights under the current Location Agreements, it will undertake any reductions in force through voluntary severance and/or attrition except in situations involving temporary lay-offs or permanent reductions due to complete or partial closure. In situations involving temporary lay-offs, current labor agreement provisions will apply. In situations involving permanent reductions due to complete or partial closures, employees will be laid-off in accordance with the current labor agreements and effects bargaining will take place.

#### **Enforcement**

This Agreement shall be enforced and any disputes resolved by the Joint Panel described below.

The Company representatives on the Joint Panel shall include its Director of Labor Relations, Director of Paper and Packaging HR, and Manager of Converting Labor Relations or alternates designated by the Company's Senior Vice President, Human Resources. The Union representatives shall include the International Vice-President overseeing the Union's Paper Industry Conference and two additional individuals designated by him/her. The Joint Panel will also include one member who will be a mutually agreed upon neutral third party who will, if necessary, resolve any matters on which the Parties are unable to agree. Decisions of the Joint Panel will be final and binding on the Parties.

The Joint Panel shall meet as needed.

This process does not alter the grievance/arbitration processes in the Location Agreements or in the Renewal Agreements as described earlier in this document which are the exclusive recourse

for alleged breaches of the Location Agreements and the Renewal Agreements or any obligations contained in this Agreement.

#### Severance

In the event of a total and permanent closure of a Covered Location, employees who do not retain a job with International Paper will be paid a lump sum severance as soon as administratively practical following an employee's designated termination date.

To be eligible for a severance payment, an employee must be actively at work. Employees who are off work due to Sickness and Accident (S&A) or Workers' Compensation as of their designated termination date will be eligible for a severance payment upon their full release to return to work and discontinuation of disability payments. If an employee is not released to return to work within one year from their designated termination date, he/she will not be eligible for a severance payment.

Eligible employees shall be entitled to a severance payment at the regular straight time rate of their permanent job classification rate as of their designated termination date with forty (40) hours pay for each full and partial year(s) of continuous unbroken service.

An employee requesting a release prior to his/her designated termination date shall be entitled to a severance payment provided the Company approves the employee's early release. An employee who voluntarily quits or is discharged for cause prior to being released will forfeit all provisions outlined above.

This language supersedes any prior language or agreement regarding severance payments with respect to the Covered Locations.

General Wage Increase (GWI)		
3.0%		
3.0%		
3.0%		
3.0%		

# Wage Increase Outline per Master Agreement

#### **Signature Sheet**

IN WITNESS WHERE OF, the parties have caused this agreement to be execut3ed by their respective proper officials this, the 21st day of November\_, 2024

INTERNATIONAL PAPER INDUSTRIAL PACKAGING/NAC AUSTIN, MN

Jeff Nelson, Complex General Manger

Felipe Juarez, Size Manager matic ons.

Kristina Tonseth, Region HR Manager

Bo G Peggy Brown, HR Business Partner

Gayle Heimsness, HR Coordinator

UNITED FOOD AND COMMERICAL WORKERS Local #633

Chelsa Nelson, Director Of Operations

Woliamson, Chairperson Cary

Kylle Indrelie, Vice Chairperson

Levi Enickson, Secretary Kris Armstrong, Committee Chair

in 50

Jim Askelson, Committee Chair

2 m ton Pike, Committee Chair

Lindsay Clark, Committee Chair

Exhibit A							
Austin Hourly Wage Scale 10/27/2024 - 10/26/2028							
Austin MN Job Classification	Market Adj 04/24/2024	3%	3%	3%	3%		
	4/24/2024	10/27/2024	10/27/2025	10/27/2026	10/27/2027		
CORRUGATOR							
Operator - Wet End Operator	\$26.14	\$26.92	\$27.73	\$28.56	\$29.42		
Checker Dry End Operator	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82		
Doublebacker	\$24.57	\$25.31	\$26.07	\$26.85	\$27.65		
Corrugator Helper Specific	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Assistant Checker	\$23.52	\$24.23	\$24.95	\$25.70	\$26.47		
Waste Tech	\$22.48	\$23.15	\$23.85	\$24.56	\$25.30		
Roll Grab/Clamp	\$24.57	\$25.31	\$26.07	\$26.85	\$27.65		
Roll Stock Tech	\$24.83	\$25.57	\$26.34	\$27.13	\$27.95		
DIE CUT							
Rotary Die Cut Operator	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82		
D/C Assistant Operator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
D/C Bundler	\$22.48	\$23.15	\$23.85	\$24.56	\$25.30		
Rotator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Cutting Die Technician	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78		
FLEXO DEPARTMENT							
Flexo Operator	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82		
Flexo Assistant Operator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Printing Die Mounter / Die Tech	\$23.79	\$24.50	\$25.24	\$26.00	\$26.78		
Rotator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
FOLDER GLUER DEPARTMENT							
Folder Gluer Operator	\$25.61	\$26.38	\$27.17	\$27.98	\$28.82		
Folder Gluer Assistant Operator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Rotator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
SHIPPING							
Shipping Clerk	\$25.09	\$25.84	\$26.62	\$27.42	\$28.24		
Shipping Checker-Driver	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Unitizer	\$23.00	\$23.69	\$24.40	\$25.13	\$25.89		
MAINTENANCE							
Maintenance Associate	\$28.00	\$28.84	\$29.71	\$30.60	\$31.51		
Maintenance 1	\$32.50	\$33.48	\$34.48	\$35.51	\$36.58		
Maintenance 2	\$35.50	\$36.57	\$37.66	\$38.79	\$39.96		
Maintenance 3	\$38.00	\$39.14	\$40.31	\$41.52	\$42.77		
Electrician	\$39.00	\$40.17	\$41.38	\$42.62	\$43.89		
TRANSPORTATION							
Pull-Pac Finishing & Corrugator	\$24.05	\$24.77	\$25.51	\$26.28	\$27.07		
Misc							
Safety & Training Coordinator	\$26.51	\$27.31	\$28.12	\$28.97	\$29.84		
New Hire / Plant Floater / General Help	\$21.96	\$22.62	\$23.30	\$24.00	\$24.72		
Returning Summer He					=		

# <u>Exhibit B</u> Employee Benefits

#### Pension

The location participates in and has pension benefits as negotiated by the Converting Joint Pension Council subject to the terms and conditions contained in the Plan. The pension plan is described in the summary plan description (SPD) entitled "Retirement Plan – Hourly Employees Covered by the Converting Joint Pension Council". Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The current benefit multiplier is \$41 for all years of service for retirements after the effective date.

Effective July 1, 2024 – the benefit multiplier will increase to \$43 for all years of service for retirements after July 1, 2024.

Effective July 1, 2026 – the benefit multiplier will increase to \$44 for all years of service for retirements after July 1, 2026.

#### Savings

The location participates in the International Paper Hourly Savings Plan subject to the terms and conditions contained in the Plan. The savings plan is described in the summary plan description entitled "Hourly Savings Plan." Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The Company Match is 50 percent on up to six percent of Employee Contributions with no annual maximum.

Effective July 1, 2024 - New hires and rehires will be automatically enrolled into the Hourly Savings Plan at 6%. Employees will be notified in advance of their autoenrollment and will have the opportunity to opt out or change their deferral rate prior to it going into effect.

Effective July 1, 2024 - On an annual basis any employee contributing less than 6% will be automatically reenrolled at 6%. Impacted employees will be notified in advance of the annual reenrollment and can opt out or change their deferral rate prior to the event.

#### Active Medical

Medical coverage and cost sharing as outlined in the current Converting Master Agreement is incorporated into the Austin, MN Renewal Agreement.

#### Retiree Medical

The Company will offer Post Retirement Medical coverage. Retirees will be responsible for the full cost of the non-blended retiree rate. Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

Retirees will be offered the same plans as actives for Pre 65 coverage.

Post-65 retirees will be provided assistance by a third party vendor (currently ViaBenefits) in the selection of private coverage.

#### Dental

The location participates in the IP Core Dental plan described in the summary plan description entitled "Core Dental Plan." The Company pays 75% of the total premium and Employees pay 25% of the total premium.

#### Flexible Spending Account

The Company will offer the Health Care and Dependent Care accounts. This plan is described in the summary plan description entitled "Health Care and Dependent Day Care Tax-Free Plan." Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

#### Basic Life

The Company will provide a life insurance plan at no cost to the employee. This plan is described in the summary plan description entitled "Life Insurance Plans." Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The current benefit amount is \$35,000. Effective July 1, 2024, the current benefit amount will increase to \$45,000.

#### Basic AD&D

The Company will provide an accidental death and dismemberment insurance plan at no cost to the employee. This plan is described in the summary plan description entitled "Life Insurance Plans." Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The current benefit amount is \$35,000. Effective July 1, 2024, the current benefit amount will increase to \$45,000.

#### Sickness & Accident

The Company will provide a sickness and accident plan. This plan is described in the summary plan description entitled "Sickness and Accident Plan." Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

The current weekly benefit amount is equal to 50% of the permanent rate times 40 hours; based on 7-day work week with a minimum benefit amount of \$260 for illnesses and injuries.

Effective July 1, 2024, the current weekly benefit amount is equal to 60% of the permanent rate times 40 hours; based on 7-day work week with a minimum benefit amount of \$425 for illnesses and injuries.

### **Business Travel**

The Company will provide a Travel and Accident insurance coverage during company business trips at no cost to the employee. This plan is described in the summary plan description entitled "Life Insurance Plans". Eligibility for Plan membership is contained in the Plan provisions outlined in the applicable SPD.

#### Survivor Benefits

In the event of an active employee's death, the Company will provide a death benefit equal to the employee's permanent rate times 173.33 paid to the basic life beneficiary. In addition, the Company will provide a voluntary benefit which offers financial counseling to the surviving spouse and/or surviving children.

### Paid Bonding Leave

Effective July 1, 2024 - one (1) week of paid parental bonding leave will be available for eligible employees to be taken once per rolling 12-month period following the birth, foster care placement or adoption of a child under eighteen (18) years of age, that occurs on or after July 1, 2024. Bonding leave will be paid at 100% of an employee's permanent rate of pay for regularly scheduled hours. Bonding leave must be taken as a continuous leave. Bonding leave will run concurrent with FMLA and state family/bonding leave or entitlements.

#### **Optional Coverage**

Both company and non-company sponsored insurance programs may be made available to employees from time to time. Employees will be responsible for the full cost of any elected coverage.

#### Health and Welfare Indexing

The benefit plans outlined below are indexed to the core company plans.

- Core IP Dental Plan
- Flexible Spending Accounts (FSA)
- Basic Life and AD&D
- Sickness & Accident
- Business Travel
- Survivor Benefits
- Savings Plan
- Optional Coverage (i.e., Optional LTD)

#### **Indexing Parameters**

- Plan provision and vendor changes to these plans will be indexed to changes made to core company plans.
- Benefit amounts for Basic Life, Basic AD&D, S&A and the S&A weekly benefit period (e.g. 26 weeks) can only be changed through negotiations.
- The Hourly Savings Plan Company Match can only be changed through negotiations.
- International Paper has the right to make changes, additions and/or deletions to current vendors and all other plans and provisions.

### **Benefit Characteristics of an IP Labor Agreement:**

See Addendum B for an outline of the benefit characteristics of an International Paper labor agreement. These characteristics are considered to be a necessary part of any facility participating in this Master Agreement unless otherwise noted

#### Exhibit C

#### Lead Person Agreement

The purpose of this agreement is to accomplish typical Lead Person responsibilities and to provide capable employees an opportunity to evaluate (and be evaluated) for future advancement opportunities. The program will have the following conditions:

- 1. Lead Person positions will be bid when a need has been identified by the company.
- 2. Lead Person bids shall be awarded based upon: Seniority, Qualifications and Ability. All things equal seniority shall prevail.
- 3. The Lead Person will be a bargaining unit position and will be paid a rate that is 10% higher than their normal rate while performing those duties.
- 4. Lead Person positions will be bid, with responsibilities defined by union and company.
- 5. In order to develop skills, the assignment could involve classroom training (internal and external), OJT, project work and other assignments as determined by the Company.
- 6. The Lead Person assignment will last until no further need exists as determined by the Company.
- 7. Lead Person participants failing to meet the requirements of the program will be disqualified from the program.
- 8. If a Lead Person decides he or she is no longer interested in being a Lead Person, he/she may discontinue Lead Person activities with a 30 day notice.
- 9. A Lead Person may advance to a supervisory position if one is offered, if a Lead Person chooses not to accept the advancement he/she may continue on as Lead Person.
- 10. It will not be mandatory for a Lead Person or to their replacement to cross shifts.

#### <u>Exhibit D</u> Memorandum of Understanding Lead person (Safety and Training Coordinator) Shift: First

#### Job Duties include but are not limited to:

- > Provide 1<sup>st</sup> shift department coverage when a supervisor is out.
- Coordinate the topics and schedule for weekly safety start up meetings. Maintain the documentation for each meeting.
- Coordinate the topics and schedule for annual mandatory training. Maintain the documentation for each training event.
- Manage the production Job Qualification Process. Track all employees that move to a new job and insure that each part of the Job Qualification Process is completed. Maintain the documentation for this process.
- Perform portions of the On-boarding training for all new hires. Maintain documentation for On-boarding.
- > Lead the effort to become MN STAR certified and to maintain that certification.
- Assist in developing a training plan for cross training, teamwork and establishing mentorship programs as needed.
- > Assist facility in other projects as needed.
- > Maintain the conference room, training room and training equipment.

#### **Attributes Needed:**

- ➢ Effective organizational skills
- Effective communication skills
- Effective people skills
- Effective training and coaching skills
- Basic computer skills

#### Note:

- > Successful job bidder will retain their department rights from the department they bid from.
- This job will not be put into any production department and will always be posted plant wide.
- > The company reserves the right to discontinue this job at any time if it is not being effective.
- The company reserves the right to add or delete from the job duties to insure the Lead person is fully utilized.
- Successful job bidder will not be forced to work overtime on the production floor with the exception of Saturdays.
- Successful job bidder will be allowed to volunteer to work overtime on the production floor provided it is outside their normal work hours and does not interfere with their regular job duties.

(Signatures on File)

Renewed 10/26/10 Reviewed 10/2014 Reviewed and Revised: 9/2018 Reviewed 10/2022

### <u>Exhibit E</u>

#### Memorandum of Understanding Trainers/Training

The Union (UFCW Local 663) and the Company (International Paper) agree to the following language for training in the Austin facility.

- > Trainers shall be chosen by seniority on a machine basis (senior may/junior must).
- Trainee will be with trainer for a period of two weeks, some jobs may require more time and some may require less time.
- > Trainers are not limited to just those employees designated as trainers.
- > All trainers shall receive \$.65 per hour in supplemental pay during training periods.
- All new employees will train with designated trainers. Employees with seniority may choose what shift to train on.

(Signatures on file)

Renewed 10/26/10 Reviewed 10/2014 Reviewed 10/2022

### <u>Exhibit F</u>

#### Miscellaneous

#### International Paper Substance Abuse Policy:

International Paper's drug –free workplace program shall remain in effect, including preplacement, random, reasonable suspicion, and post incident testing to the extent provided by law. The Company reserves the right to change the substance abuse policy. Before any changes are made the company agrees to discuss said changes with the union. The Company agrees that at least ninety (90) days notice will be provided to all employees prior to the implementation of changes to the International Paper Substance Abuse Policy.

#### Paycheck Errors - Memorandum of Understanding:

If there is an error on an employee check and amount of the error is less than \$100, the money owed will be added to the next payroll cycle check. If the error is more than \$100, the employee will receive the money owed in an off cycle process and will not need to wait until the next full payroll cycle. If the bargaining unit member fails to put time into the payroll system correctly the above provision shall be waived.

Addendum A The Company will continue the Advantage Plan with the benefit changes outlined on Addendum A. It is recognized that the parties are equally committed to the continuation of the joint effort to control costs and improve quality of care, including making plan design changes where appropriate.

2024 Summary of Benefits					
21	Austin Box				
Plan	UF&CW Local 9				
Medical Plan Options	Core Advantage Plan				
	CDH Plus				
	Health Savings Account (HSA) Standard				
	Health Savings Account (HSA) Base				
Medical Cost Share	Core Advantage Plan - Company pays 80% and Employee pays 20% of total rate				
	IP Core Plans - Cost sharing determined by the Company				
Dental	Core Dental Plan and Dental HMO				
Dental Cost Share	Company pays 75% and Employee pays 25% of total rate				
ife	\$45.000				
ana	Grandfathered amounts will be removed:				
	If you were hired before February 1, 2011, your Basic Life benefit amount is the greater of: Your permanent rate of pay as of February 1, 2011, times 2080 rounded to the next higher whole doll ar; or \$35,000				
AD&D	\$45,000				
Survivor Benefits	One month's pay and voluntary financial counseling				
Short Term Disability	IP Sickness & Accident				
	60% of base pay or \$425, whichever is greater				
	payable day 1 injury/day 4 illness up to 26 weeks				
	Grandfathered amounts will be removed:				
	Employees hired before February 1, 2011, weekly benefit will be permanent rate of pay times 40				
	hours times 60% with a minimum of \$260 per week				
Long Term Disability	Optional Long Term Disability - Employee Paid				
Flexible Spending Account	Health and Dependent Care				
Business Travel Accident	5x annual base pay				
	50% Company match on up to 6% of employee contributions				
Savings	with no annual maximum for all employees Effective 7/1/24:				
	Auto-Enrollment at 6% for New Hires and Rehires				
	Annual Re-Enrollment for those contributing less than 6%				
Pension	Converting Joint Pension Council				
Retiree Medical Savings Program	Not available				
Post Retirement Medical	Pre 65 coverage: Same plans as active employees				
Gas realitement intelligit	Pre ob coverage: Same plans as acuve employees Post 65 coverage: Retirees are offered coverage through Via Benefits				
Retiree Medical Cost Share	Retiree pays 100% of non-blended retiree rate				
Post Relirement Life	Not available				
ros Referrent LTP	Grandfathered amounts will continue to be honored:				
	Refiree Life is available to EEs hired before February 1, 2011				
Post Relirement AD&D	Not available				
Paid Bonding Leave	1 week at 100% of employee's permanent rate of pay to be taken within 12 months of the qualifyin				

# Addendum B

# Benefits Characteristics of an IP Labor Agreement

These characteristics are considered to be a necessary part of any facility participating in this Master Agreement unless otherwise noted.

#### <u>Health & Welfare</u>

- Medical
  - o Advantage Plan plan design and cost sharing part of Master Agreement
  - Alternative plans and cost sharing determined by the Company
- Dental Core IP Dental Plan
- Retiree Coverage
  - Pre 65 Medical– same plan offering as active employees
  - Post 65 (or Medicare Eligible) Medical no company sponsored plan; assistance provided for selection of private coverage
  - Retiree pays full cost of retiree medical coverage
  - No retiree Life or AD&D
  - Standard Health & Welfare Plan Provisions, including but not limited to:
    - Coverage Eligibility
    - o Definition of Dependents
    - o Benefit Continuation During Leaves of Absence and Temporary Layoff
    - Pre Tax Employee Contributions, where applicable
    - o Two Tiered Rates (single/family) for medical and dental
- Benefit Indexing Language and Parameters
  - The benefit plans outlined below are indexed to the core company plans.
    - Core IP Dental Plan
    - Flexible Spending Accounts (FSA)
    - Basic Life and AD&D
    - Sickness and Accident
    - Business Travel Accident
    - Survivor Benefits
    - Optional Coverage Plans (i.e., Optional LTD)
      - Location specific, employee paid plans are not allowed.
  - Benefit amounts for Basic Life, Basic AD&D, S&A and the S&A weekly benefit period (e.g. 26 weeks) can only be changed through negotiations.
  - International Paper has the right to make changes, additions and/or deletions to current vendors and all other plans and provisions.
  - Plan provision and vendor changes to these plans will be indexed to changes made to core company plans.

#### <u>Savings Plan</u>

- IP Hourly Savings Plan
- Company Match can only be changed through negotiations.
- All other plan provisions are indexed to the core company plans.

# Addendum C

Outline of the contract language characteristics of an International Paper labor agreement. These characteristics are considered to be a necessary part of any facility participating in this Master Agreement unless otherwise noted.

IP Converting Master 2024-2028

## Addendum E

# **Characteristics Embedded in IP Master**

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- Health Insurance
- Life/ADD
- S/A Agreements
- Wage increases
- High-level dispute resolution
- Pensions(Pension Master)
- Successorship
- Health and Safety Initiatives
- While local agreements don't have arbitration for wage adjustment; the master includes arbitration-instead a review process by senior union and company officials

#### Standardization across IP

- IP Contracts do not include premium pay
  - Non-discrimination language
- Participation language
- Flexibility language
- Pyramiding Prohibition
- Elimination of Holiday, Saturday and Sunday Restrictions.
- Work back in Lieu of Penalty Pay (unless company abuse or refusal to solve problems.
- Drug Testing Program
- Company may/may not fill vacancies
- Bi-weekly pay at all sites
- Partner relief of up to four hours
- Standard Lock-out and tag-out policy
- Permits subcontractors for maintenance and capital work

# Addendum D

#### Effects Bargaining on transition from 24/7 to 24/5 schedule

International Paper Company in Austin, MN will transition from 24/7 scheduling to 24/5 scheduling in January of 2025. The effects of this change have been successfully negotiated with UFCW Local 663 and are outlined below:

- 1. Seniority Bidding for 24/5 Shifts shall commence on Monday December 2, 2024 and conclude no later than Tuesday December 31, 2024 and shall be administered by the following process:
  - <u>Round One Those employed pre March 19, 2023:</u> Workers shall be offered, by plant seniority, the option of returning to pre 24/7 position (including shift). Those who elect to return will be granted previous positions, by plant seniority, their bidding will be complete and they will not be eligible to participate in Round Two.
  - <u>Round Two:</u> Workers shall be offered, by plant seniority, the opportunity to bid on any open/unfilled positions (including shift) and awarded that bid by plant seniority.
- All International Paper Company workers in Austin, MN shall be given a position and trained accordingly. There shall be no involuntary layoffs due to the transition from 24/7 to 24/5 scheduled to be effective January 13, 2025, beginning with the 3<sup>rd</sup> shift at 10:00 PM on January 12, 2025.
- 3. To ensure the best possible transition for employees and production, the Austin, MN plant will close 6pm Friday January 10, 2025 and reopen 10pm Sunday January 12, 2025.
  - The company will open up additional voluntary Overtime hours until April 15, 2025 for employees on B and D shifts to make up for lost hours due to plant closure between January 10-12, 2025. Priority voluntary Overtime will be given to those individuals until their missed hour allotment has been fulfilled.
  - The company will provide each affected employee a total of missed hours due to closure and track make up hours until fulfilled or until April 15th, 2025 whichever is first.
- 4. All maintenance staff will transition to a 24/7 schedule.