

K# 1233

1,250 lls

# ARTICLES OF AGREEMENT

92 PAGES

By and Between

WESTVACO CORPORATION  
Luke, Maryland

and

PAPER, ALLIED-INDUSTRIAL, CHEMICAL  
& ENERGY INTERNATIONAL UNION  
AFL-CIO

LOCAL NO. 676

Effective December 1, 2000

## ARTICLES OF AGREEMENT

THIS COLLECTIVE BARGAINING AGREEMENT, made this 1st day of December 2000, by and between Westvaco Corporation, a Corporation of the State of Delaware, for its Luke, Maryland mill, hereinafter referred to as the Company, and the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO, on behalf of its affiliated Local Union 676, Luke, Maryland, hereinafter referred to as the Union and/or their respective successors, for and in behalf of all employees to whom it applies.

### WITNESSETH

WHEREAS, the Union has been certified by the National Labor Relations Board as the exclusive bargaining agency for the employees herein specified, and

WHEREAS, the undersigned representatives of the Union represent and warrant that they are duly authorized to execute this Agreement in behalf of the Union and all employees to whom it applies and the undersigned representatives of the Company represent and warrant that they have authority to execute said Agreement in behalf of the Company; and

WHEREAS, the parties hereto desire to establish, maintain and regulate the hours of labor, rates of pay and other terms and conditions of employment with a view to securing and promoting harmonious labor relations.

NOW, THEREFORE, in consideration of the promises, covenants, undertakings, terms and conditions herein contained, and in consideration of other good and valuable considerations, it is hereby mutually agreed by and between the parties hereto as follows:

## ARTICLE I SCOPE OF CONTRACT

This contract is applicable to all production and maintenance employees of the Luke, Maryland, plant of Westvaco Corporation, excluding electrical employees, office clerical employees, supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, and all employees employed as guards as defined in the Labor Management Relations Act of 1947, as amended.

## ARTICLE II UNION RECOGNITION

Section 1: The Company agrees to recognize and hereby and herewith does recognize the Union, during the entire term of this Agreement, as the sole and exclusive collective bargaining agent on behalf of all its employees, as defined in Article I, in respect to wages, hours and other terms and conditions of employment. The Company further agrees that it will not recognize, deal with or enter into contractual relations, either written or oral, with any other labor organization, agency, committee or group in regard to wages, hours or other terms and conditions of employment, in behalf of any of its employees coming within the meaning of this Agreement and/or defined in Article I herein at any time during the term of this Agreement.

- a. While it is not the purpose or intent of the Company to deprive any of its employees of the right of free speech, there shall be no solicitation of membership or other Union activities on Company time, except as otherwise provided in this Agreement. However, nothing herein contained shall deprive the Union from applying the provisions of this Agreement.

ARTICLE II  
UNION RECOGNITION (cont'd.)

- b. The Union agrees that it will cooperate with the Company to further the economy of operation and to support the Company's efforts to assure a full day's work on the part of the employees whom it represents, and that it will actively combat absenteeism and other practices which curtail production. The Company and the Union will cooperate in the promotion of safety and in the establishment of goodwill among the Union, the Company and its employees. The mill will entertain suggestions made by the Union for working out the above objectives.

Section 2: The following provisions shall apply pursuant to the Labor Management Relations Act of 1947 and certification by the National Labor Relations Board:

- a. All new employees who are covered by this Agreement must, as a condition of employment, be or become a member of the Union upon the completion of the Probationary Period required in Article VI. All employees covered by this Agreement who, on the effective date of this Agreement, are members of the Union or who after such date become or are reinstated as members of the Union shall maintain such membership in the Union by the payment of initiation fees and dues for the life of this Agreement. The failure of any Union member to tender his/her initiation fees and dues, after having ample time to do so, shall constitute the only cause for discharge under the above provision. Any dispute arising in connection with this section shall be settled in accordance with the Grievance Procedure as described in Article XVI of this Agreement.

ARTICLE II  
UNION RECOGNITION (cont'd.)

- b. The Union shall, within fifteen days after the effective date of this Agreement, furnish the Company with a notarized list of its members in good standing on the effective date of this Agreement.

Section 3: The Company agrees for the term of this Agreement, upon receipt of a written assignment and authorization voluntarily executed by an employee, to deduct from union member's pay each month the current month's union dues for such employee. Such assignment and authorization shall be irrevocable for a period of one year from the effective date of this Agreement, or until the termination of said Agreement, whichever occurs sooner. Such assignment or authorization, however, shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of each succeeding applicable collective bargaining agreement with this Union, whichever shall be shorter, unless written notice is given by the employee to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each applicable collective bargaining agreement with this Union, whichever occurs sooner. The money thus deducted will be transmitted to the Financial Secretary of Local Union 676, Luke, Maryland. The authorization form is annexed to this Agreement as Appendix "A" and made a part hereof.

- a. Valid authorization forms received by the Company prior to the date of this Agreement will, during the term of this Agreement, be honored in accordance with the provisions contained thereon only if such authorizations are on the standard form specified by PACE in Appendix "A."

ARTICLE II  
UNION RECOGNITION (cont'd.)

- b. Any controversy concerning the application of this section shall not be subject to the provisions of Article XVI of this Agreement, but shall be determined by appropriate legal procedures in the jurisdiction in which the controversy arises.

ARTICLE III  
HOURS OF WORK

Section 1: The normal mill work week shall begin at 7 a.m. Monday and continue to 7 a.m. the following Monday.

Section 2: The work day shall begin at 7 a.m. and shall run for 24 hours to 7 a.m. the following day, except where darkness is a material consideration in working conditions, in which case the parties shall either change the starting time or submit the question to arbitration, if no agreement is reached, in the manner herein provided for arbitration.

Section 3: For all tour workers the regular work day or tour shall be eight consecutive hours including lunch time. Tour workers will be expected to report absences at least four hours before the beginning of their tour, and the foreman will be expected to secure a substitute. If a tour worker's relief does not report for his or her regular tour, the worker on tour shall notify the foreman and remain on the job until properly relieved.

For non-tour workers the regular work day shall be eight consecutive hours, excluding lunch time, except that the length of the work day may be amended at any time by mutual agreement of the parties hereto. For non-tour workers working a regular daylight work day the regular lunch time is from 12:00 noon to 12:30 p.m.

ARTICLE III  
HOURS OF WORK (cont'd.)

Section 4: Except for the swing crews and floaters, it is agreed that, so far as practicable, work schedules will be arranged so that employees can work five consecutive days.

- a. "A swing crew is composed of employees who work within their classification with no change in rates, but generally not on the regular tour schedule."
- b. "A floater is an employee who works between two or more classifications at the same or different rates, but generally not on a regular tour schedule."

Section 5: It is agreed that, so far as practicable, work schedules will be arranged so that all tour workers shall be similarly rotated within a given period within a department.

Section 6: The Company agrees to discuss suggestions on work schedules from the Union.

- a. As a general policy, changes in work schedules which affect an entire department or substantial portion thereof will be discussed with the Union prior to the change, but such discussion shall not be used to delay the effective date of the change.

ARTICLE IV  
RATES OF PAY AND WAGE SCALES

Section 1: The established wage rates and mill standard hourly wage rate schedules, including the general wage increase and adjustments in the mill standard hourly wage rate schedules provided for in Section 2 below, are attached hereto as Appendix "B" and shall become a part of this Agreement effective as of December 1, 2000 and, except as they may be revised under any other provision of this Agreement, shall remain in effect for the life of the Agreement.

Section 2: The mill standard hourly wage rate schedules including adjustments and the general wage increase effective as of December 1, 2000, December 3, 2001, December 2, 2002, December 1, 2003, November 29, 2004, November 28, 2005, December 4, 2006, and December 3, 2007.



ARTICLE IV  
RATES OF PAY AND WAGE SCALES (cont'd)

Section 3: To compensate for the inconvenience of repeatedly and regularly working at night, each tour worker shall receive, over and above the applicable straight time rate, a premium of eighteen cents per hour for time regularly scheduled and worked on the second shift (twenty cents effective 11/30/98) and twenty-five cents per hour for time regularly scheduled and worked on the third shift (thirty cents effective 11/30/98).

- a. "Tour Worker" means a worker regularly assigned, according to a standard schedule, to work first, second and third shift in rotation; "first shift" means a tour of eight hours scheduled to begin at or between 7:00 a.m. and 8:00 a.m.;"second shift" means a tour of eight hours scheduled to begin at or between 3:00 p.m. and 4:00 p.m.;"third shift" means a tour of eight hours scheduled to begin at or between 11:00 p.m. and 12 midnight; and the premium applicable to work on the second or third shift shall be called a "shift differential."
- b. Any tour worker who works over from one shift to another for not more than two hours shall continue to receive during such period the differential, if any, established for the prior shift, or, if that were a first shift, no differential. If, however, the employee works over into such other shift for a period of more than two hours, the employee shall receive for the whole of such period, including the first two hours, the differential established for that shift, or, if the same is a first shift, no differential.
- c. The differential applicable to any tour during which a tour worker works overtime shall be included in calculating the tour worker's overtime rate of pay. The differential applicable at the time a tour worker reports for work as scheduled shall be included in calculating the tour worker's guarantee under

ARTICLE IV  
RATES OF PAY AND WAGE SCALES (cont'd)

Article V, Section 4. The differential applicable at the time a tour worker is called in to change wires or felts under Article V, Section 7, shall be included in calculating the tour worker's pay under such section. Otherwise, however, as in calculating equal pay for equal work under Article IV, Section 9, as in calculating holiday pay under Article VIII, Section 1a, or as in calculating vacation pay under Appendix E, Section 2, no such differential shall be regarded as part of straight-time rate.

Section 4: When a job in a department which normally operates on the day worker schedule is scheduled for a second or third tour, the job rates will be increased by the same premiums as those outlined for tour workers in Section 3 of this Article. Under these conditions, the shifts will not rotate and the day work rate will continue when the extra second and/or third shifts are abolished. This section in no way applies to "call-ins" or to overtime if only the first shift is scheduled.

Section 5: The Job Evaluation Program as jointly developed and installed under the provisions of the Job Evaluation Program Agreement between the Company and the Union, dated January 23, 1951, as amended, supplemented and revised on January 23, 1969, November 17, 1975, and December 1, 1980, and as embodied in the agreed-upon Job Evaluation Plan shall continue in full force and effect for the life of these Articles of Agreement.

During the term of this agreement, no employee shall be reduced by more than one job grade in the job classification in which he/she is permanently assigned due to downward changes resulting from re-evaluation of his/her job classification under the Job Evaluation Program Agreement.

The time period of one and one-fourth hours used in the calculation of conversion cost on the paper machines will remain unchanged.

ARTICLE IV  
RATES OF PAY AND WAGE SCALES (cont'd)

Section 6: All provisions of the said Job Evaluation Program Agreement, dated January 23, 1951, as amended, supplemented and revised on January 23, 1969, November 17, 1975, and December 1, 1980, which are applicable to the future administration of the Job Evaluation Program, as provided in Section 10 of the said Job Evaluation Program Agreement, shall be considered as incorporated herein and shall continue in full force and effect for the life of these Articles of Agreement.

Section 7: If the Company creates a new temporary job and the job continues to operate full time for a period of more than six months, a new job classification will be established for the purpose of application of the provisions of this Agreement.

Section 8: Whenever an employee is engaged on a permanent job, the principle of equal pay for equal work shall apply within a job classification within a department, except for excess job rates resulting from the application of the Job Evaluation Program.

Section 9: The number of employees in each classification and the number of classifications shall be determined by Management. However, the Union shall have the right to question such determination through the established Grievance Procedure, should it claim such determination constitutes a grievance.

ARTICLE IV  
RATES OF PAY AND WAGE SCALES (cont'd)

Section 10: During temporary situations:

- a. When an employee is assigned to a higher rated job, he or she will receive the higher job rate for the balance of the shift during which the assignment is made.
- b. 1. When an employee is assigned to a lower rated job, he or she will retain his or her regular job rate for the shift for which he or she reported but on succeeding shifts will receive the job rate for the job on which he or she works.

The employee will have the right to work on his or her own job on mill seniority basis when the job is operated, but the need for the work shall be decided by Management.

2. When in lieu of a layoff or as the result of a layoff, an employee accepts work on a lower rated job, or accepts extra work on a lower rated job, he or she shall receive the job rate for the job on which he or she works.

Section 11: Any employee sent home by the Company's doctor or nurse by reason of injury incurred on the job shall receive a minimum of 8 hours' pay at straight-time rate for the workday during which the injury occurs, except that if the injury occurs during a wire-change "call-in" or other "call-in" on the employee's day off, Article V, Sections 7 and 6, respectively, will control.

Section 12: A general revision of wage rates may be made by mutual agreement of the parties hereto during the life of this Agreement. In such an event, either party shall file with the other party a written notice that such change in rates is desired. It is agreed that within thirty days following such notice negotiations shall be entered into in respect thereto.

ARTICLE IV  
RATES OF PAY AND WAGE SCALES (cont'd)

Section 13: Any employee who has a death in the immediate family (limited to husband, wife, mother, father, mother-in-law, father-in-law, step-parents, grandparents, son, daughter, adopted stepchild, brother or sister of the employee only) shall, upon request, be allowed pay for time actually lost from work because of such death during the three (3) consecutive calendar days which include the day of the funeral. Also, any employee who has a death of a grandchild, sister-in-law or brother-in-law or any employee who has a death in his or her spouse's family (limited to spouse's brother, sister, or grandparents or employee's son-in-law or daughter-in-law) shall, upon request, be allowed pay for time lost from work on the day of the funeral. Such pay allowance shall not exceed 8 hours per day at the employee's straight time rate, excluding any shift differential. To be eligible for pay, the employee must attend the funeral or be absent due to necessary business connected with the death. The Company may require proof of death and relationship before making any such payments.

Section 14: When an employee is required to perform jury service, the Company shall reimburse the employee for losses in regular wages which occur as a result of such service. Reimbursement shall be limited to the difference between pay received for jury service and his or her pay for regularly scheduled hours of work. On days when an employee is not required to serve or report, or when service does not conflict with his or her regular hours of work, third shift excepted or when the employee is scheduled for second shift and is released by noon, the employee shall be required to return to work unless excused by his or her supervisor. A certificate of attendance and a statement of juror's fees received will be required before reimbursement is made. Hours paid for jury service will not be counted as hours worked for the purpose of computing overtime.

## ARTICLE V OVERTIME

Section 1: All work performed in excess of eight hours in any twenty-four or in excess of forty hours in any work week, whichever is greater, but not both, shall be compensated for at the rate of time-and-one-half.

- a. Time-and-one-half will be paid to a tour worker for hours in excess of eight hours in any twenty-four hours when the overtime is caused by the absence of the regularly scheduled relief worker; it is understood, however, that if the Company finds that abuse of this arrangement exists, the Company will notify the Union, and if the abuse continues, the Company reserves the right to discontinue this provision if so decreed after arbitration and in the manner provided by arbitration.
- b. Trading tours is only permitted after securing permission of the foreman, but in no case will it be allowed if premium time must be paid thereby.
- c. The twenty-four hour period upon which daily overtime is calculated runs from the time the employee begins to work, or reports for work, in accordance with the employer's instructions, whichever is earlier. Insofar as daily overtime alone is concerned, all work within the twenty-four hour period, starting when the employee begins to work or reports for work in accordance with the employer's instructions, whichever is the earlier, will be credited to that period, regardless of the calendar days involved. The next twenty-four hour period upon which daily overtime is to be calculated will start when the employee next begins to work or reports for work in accordance with the employer's instructions,

ARTICLE V  
OVERTIME (cont'd.)

whichever is earlier, but in no case will it begin earlier than at the termination of the previous twenty-four hour period which was used in the calculation of daily hours worked. In cases in which the twenty-four hour period runs over the end of one week and into the next, daily overtime which falls within the twenty-four hour period which includes part of the seventh day of the first week and part of the first day of the second week may be offset against weekly overtime which occurs in either the first or second week, but may not be offset against weekly overtime in both weeks.

The eight-hour period, after which the overtime rate must be paid, begins when the employee begins to work or reports for work in accordance with the employer's instructions.

Any employee required to work more than sixteen consecutive hours, excluding lunch periods not worked, will be paid time-and-one-half for all consecutive hours so worked, or if he or she works more than twenty-four consecutive hours, excluding lunch periods not worked, he or she will be paid double time for all consecutive hours so worked. The first eight hours of a consecutive work period of more than sixteen or twenty-four hours, which are worked and compensated for at an overtime rate under this paragraph, shall be counted as hours worked in determining overtime under the provision for overtime for hours in excess of forty per week. No provision of these Articles of Agreement, nor any understanding or practice in any department, shall be deemed to require that the Company permit any employee to work more than sixteen consecutive hours. This provision shall not be construed as changing existing procedures for filling vacancies except to avoid periods of work in excess of sixteen consecutive hours.

Section 2: When work is performed on Sunday as such between the regular mill starting time on Sunday and the regular mill starting time on Monday, it shall be compensated for at a rate of time-and-one-half.

ARTICLE V  
OVERTIME (cont'd.)

Section 3: In preparing schedules, insofar as practicable, all employees in the classification and department will be scheduled so that they will have an equal opportunity for both scheduled regular time and scheduled overtime.

a. Tour Workers

1. When it is necessary to replace an employee who fails to report for work for any cause, such replacement may be made by set-up.
2. Such temporary promotions, if needed, will be given to the senior qualified employee on tour. However, such temporary promotions will not deprive senior qualified employees on other tours of the right to permanent promotion or temporary promotions for a scheduled work week or longer.

b. Day Workers

1. With regard to day workers, regular time and overtime will be divided among the employees in the classification and department in which the work occurs according to a seniority roster which shall be kept in each department.
2. "Call-ins" will be divided within the classification following a job roster of employees who can be readily contacted by telephone or messenger so as to report promptly, or according to any other system that is agreed upon by collective bargaining at the mill.



ARTICLE V  
OVERTIME (cont'd.)

- c. It is understood that the above is not a bar to increasing the force in a department to fill in for employees who are off, or to take care of increased production so long as it does not result in the regular employees losing time to the extent of falling below the regular work week. In any event, if overtime must be paid, preference for the overtime will be given to the employees assigned to the classifications and department at the time.
- d. Tour or day workers who fail to report when called, or to work when requested, will be passed by for one turn on the roster when additional time for "call-ins" is offered.
- e. It is the policy of the Company and the Union that supervision and the Union shop stewards will cooperate in the effort to provide equitable division of overtime opportunities. If so requested by the shop steward because of difficulties being encountered in his or her department, in those cases where practical and where it can be done without disrupting operations, the shop steward or the steward's representative will be given the opportunity to consult with supervision in the determination of employees to be contacted, or to be present while employees are being contacted for overtime opportunities, or to contact employees for overtime opportunities.
- f. Should an employee be missed for an overtime opportunity under the procedure in effect in his or her department, he or she shall be offered the next opportunity or opportunities until he or she is again in line. In no event will the Company be required to pay for time not worked under this Section 3.

ARTICLE V  
OVERTIME (cont'd.)

Section 4: Whenever any day or tour employee reports for work as scheduled, he or she shall be guaranteed by the Company at least four consecutive hours of work, or its equivalent in pay at the straight-time rate of the job for which he or she reports, unless he or she has received at least four hours' advance notification from the Company not to report to work on that day, and provided the employee has not refused work comparable to his or her regular duties.

Section 5: When an employee plans to report back to work from an unscheduled absence, he or she shall notify his or her foreman at least four hours in advance of his or her return to his or her next shift. The foreman will arrange for the employee to resume his or her regular schedule.

Section 6: A "call-in" is an unscheduled call for an employee to return to work after leaving the mill premises upon completion of his or her regular day's or tour's work, but before he or she is next scheduled for duty. For such "call-ins," the employee receives four hours' minimum at his or her straight-time rate or time-and-one-half for the actual hours worked prior to his or her regular starting time, whichever is greater. In calculating the actual hours worked by a day worker or a tour worker on a "call-in," the time shall commence from the time the employee was called, provided he or she reports promptly after being called. In no event, however, will an employee be paid for more than 8 hours for working an eight-hour tour, nor shall an advance call for scheduling of extra work that does not require immediate response be considered a call-in.

ARTICLE V  
OVERTIME (cont'd.)

An employee who has been called in to the Mill and is required by Supervision to double over to succeeding shifts shall not be sent home before completion of his or her shift in order to avoid payment of overtime under the 16 or 24 consecutive hour provision of Article V, Section 1-c. This provision will not apply, however, if the employee has been given the choice of working or accepting relief on the shift preceding the one on which he or she is regularly scheduled.

- a. When a maintenance employee is called in for an emergency repair job, he or she shall be notified of the nature of the work and location of the emergency repair job, and should another breakdown or emergency occur while the employee is still in the mill that cannot be handled by tour maintenance, and he or she is qualified and available to handle such emergency, it will be offered to him or her. If the employee accepts the opportunity, he or she will be paid for another call-in. If, however, the employee chooses not to accept the opportunity, he or she will, nevertheless, be expected to stay on the job until relief is obtained. In such case, the employee will be paid on the basis of a continuation of the first call-in. Should relief not be obtained, and the employee finishes the second job, he or she will be paid for another call-in. For the purpose of this clause, "emergency" is defined as an unforeseen situation calling for necessary action caused by mechanical breakdown of Machinery, Equipment or Utility, or caused by storm, flood, fire, or other acts of God.
- b. When an employee voluntarily accepts work on a day off, he or she shall receive time-and-one-half for actual hours worked. This shall not be regarded as a "call-in" if the Company provides a minimum of six hours work.

ARTICLE V  
OVERTIME (cont'd.)

Section 7: Changing wires is recognized as a regular duty of the machine crews. When machine crews are called in to put on wires, they will be paid six hours at straight time or time-and-one-half for the actual hours worked, whichever is greater.

- a. When a change of wires is scheduled to begin at the start of a tour, the machine crews held over shall be paid six hours at straight time or time-and-one-half for the actual hours worked, whichever is greater.
- b. If the employee is called in and works into his or her regular tour before the wire is on, he or she shall be paid time-and-one-half for the hours worked prior to his or her regular starting time, except that no employee shall be paid less than four hours at straight time rate for such "call-in."
- c. If the employee does not report within a reasonable period (normally one hour) after being called, he or she will be compensated only for the actual hours worked at time-and-one-half.

Section 8: No employee shall be obliged to accept compensating time off in lieu of extra wages earned by working overtime.

Section 9: Overtime payments shall not be duplicated or pyramided for the same hours worked under any of the terms of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in

ARTICLE V  
OVERTIME (cont'd.)

determining overtime under the same or any other provisions, provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime under the provision for overtime for hours in excess of forty per week. Provided further, that when an employee receives eight (8) hours holiday pay under Section 1(a) of Article VIII (Holidays and Gifts), the greater of either eight (8) hours or the number of hours which would be counted under this provision, but not both, will be counted as hours worked in determining overtime under the provision for overtime in excess of forty (40) hours.

- a. An exception to this section shall be made only in the case of an employee who works the third tour on Sunday, or on a holiday, and continues to work the first tour on Monday, or on the day following a holiday, in which event such employee shall be paid time-and-one-half for the continuous hours so worked.
- b. A further exception to this section shall apply under the terms of, and to the extent provided for, in the last paragraph of Article V, Section 1.

Section 10: The straight-time wage rate to be used as the basis for computing time-and-one-half, double-time or double-time-and-one-half compensation under any provisions of these Articles of Agreement shall be the established straight-time rate applicable, under this Agreement, to the job on which the time-and-one-half, double-time or double-time-and-one-half hours are worked, plus any applicable shift differentials.

## ARTICLE VI SENIORITY

Section 1: An employee acquires seniority status herein, ninety calendar days after he or she starts to work. After having served such probationary period, mill seniority starts as of the day the employee began to work. During such probationary period of ninety calendar days the Company in its sole discretion shall have the right to transfer or discharge such probationary employee.

- a. In the event a probationary employee with thirty or more calendar days of service is laid off and later re-employed within three months, the former service shall be credited toward the said ninety-day probationary period; and his or her mill seniority shall date back ninety calendar days from the date of completion of the probationary period.

Section 2: If an employee is to be laid off, recalled, promoted or demoted to other hourly paid jobs, mill seniority will prevail, but the affected employee must have the ability and job qualifications. Changes shall be made along the following lines:

- a. Promotion and Demotion:
  1. The job sequence for promotion and demotion of hourly paid employees is set forth in Appendix "C" annexed hereto. Job sequence changes may be negotiated by mutual agreement or upon request signed by 75% or more of the employees in the sequence. Any such employee request for a job sequence change affecting the job at the lowest level in the sequence will be approved by the membership of the local union before the request is proposed to Management.

ARTICLE VI  
SENIORITY (cont'd.)

2. (a) Floaters shall accumulate rights in the higher classifications provided they are next in line for promotion to the higher classification due to mill seniority or the fact that a senior employee refused the assignment as floater.
- (b) An employee who refuses temporary work on a higher job in the sequence for promotions, or who refuses work as a floater, shall forfeit promotional rights through the line of sequence to all employees who promote in the sequence ahead of him or her and shall be so informed at the time.
3. Employees with the most mill seniority will be given preference to work on swing crews. If the swing crew is not filled in this manner, the employees with the least mill seniority will have to fill the swing crew.
  - (a) The Union will cooperate with the Company and will endeavor to induce employees to accept promotion. Employees with the most mill seniority on the next lower job in the job sequence will be offered the opportunity to qualify for promotion. If the vacancy is not filled in this manner, the employee with the least mill seniority will be expected to fill the job.
4. Employees with the most mill seniority will be given preference, if they can qualify, to work in their classification when a permanent opening occurs.

ARTICLE VI  
SENIORITY (cont'd.)

5. Mill seniority among those employees on the next lower job in the job sequence shall govern in cases of promotion. Mill seniority shall also govern in cases of demotion.
  6. In cases of promotion, a trial period of two weeks shall be granted unless the affected employee is obviously unqualified. An employee who is incapable of performing a job to which he or she has been promoted shall be returned to his or her former job by Management within two weeks without loss of seniority status.
  7. When an employee is demoted within a sequence, mill seniority shall govern in determining the highest job to which he or she can demote.
  8. Grievances in regard to promotions or demotions shall be made in writing within sixty consecutive days after the employee is classified and receives the job rate on a permanent basis, after which no grievance will be considered.
- b. Classifications and Departments:
1. Mill seniority among those employees permanently classified in a department gives precedence through the department.
  2. The confines of and the job classifications in each department are as set forth in Appendix "D" annexed hereto.



ARTICLE VI  
SENIORITY (cont'd.)

c. Mill Seniority:

1. Seniority in the mill starts with the day an employee begins to work at the mill and applies only where specifically stated in the Agreement.
2. Employees classified in a classification which is discontinued; employees laid off from their department on a mill seniority basis due to a reduction in force:
  - (a) With more than two years mill seniority, if they can qualify, will be placed on jobs which are occupied by employees with up to one-half of the mill seniority credited to the employee being placed.
  - (b) With up to two years' mill seniority, if they can qualify will be placed within ten days after lay-off on jobs occupied by employees junior to them in mill seniority displacing those with the least mill seniority.
  - (c) In the event of a permanent shutdown of a whole department or a major production unit which comprises a substantial portion of a department, employees directly affected by the shutdown will have their mill seniority for displacement of other employees under the above Section 2c-2(a) computed as follows:

One month of seniority will be granted for each month of service in the department from January 1, 1973 and added to the employee's mill seniority for displacement purposes only.

ARTICLE VI  
SENIORITY (cont'd.)

This procedure will not apply to displaced employees who must demote according to Section 2c-3 below. Employees displaced from a department on a mill seniority basis as a result of this shutdown will, however, be extended the same seniority benefit for displacement of other employees.

Such employees who are assigned to a lower paid job shall maintain the rate of the discontinued job and such rate shall be reduced by one labor grade per month for a period of six months or until such time as they reach the rate equal to the job to which they bumped or to which they have promoted, whichever comes first. Thereafter, they will be paid the regular rate of their assigned job.

This procedure does not apply to normal departmental displacements resulting from job discontinuances or reductions in force.

3. Employees displaced by the placement of senior employees in the above procedure will demote in the line of sequence on a mill seniority basis and lay-offs will be on mill seniority.
4. Employees classified in a classification which is discontinued may elect the discontinuance procedure or to remain in their department and exercise mill seniority demotion rights.

ARTICLE VI  
SENIORITY (cont'd.)

5. When a reduction in force occurs in a classification which is not in line of sequence (jobs connected by line) employees directly affected may elect the discontinuance procedure or to remain in their department and exercise mill seniority demotion rights.
6. In the event a job occupied by an employee with the least mill seniority requires a high degree of specialized knowledge and skills for which the employee to be placed is obviously unqualified, the Company and the Union will select another job for transfer opportunity. Such job would be occupied by an employee next affected by 2.c.2(b).
7. Any employee who is absent from work due to a leave of absence at the time he or she is eligible for placement under Section 2 c. 2 will be given such opportunity for placement when he or she is physically able to qualify for the job to which he or she would have been entitled, had he or she not been absent from work.
8. Should an employee become permanently disabled by a compensable on the job injury to the extent that he or she is unable to perform his or her regular job, the Company and the Local Union shall, no later than 6 months following the employee's request, attempt to place him or her on some other job in the Union's bargaining unit in the mill which he or she can perform

ARTICLE VI  
SENIORITY (cont'd.)

to the satisfaction of supervision; provided that he or she will displace an employee senior to him or her in mill seniority only if there is no job which he or she can perform occupied by an employee junior to him or her in mill seniority; provided, further, that this subsection will not be applied if it would result in an employee senior in mill seniority being laid off from the mill. Such transferred disabled employees will assume the status of the most junior person in the job to which they are transferred for the sole purpose of promotion to the next highest job in the sequence. For any additional promotions in the job sequence, demotions or layoffs, Article VI, Section 2-c will apply.

Should an employee become permanently disabled as a result of illness or non-compensable injury, to the extent that the Company Doctor certifies that he or she is unable to perform his or her regular job, the Company and the Local Union shall, no later than 6 months following the employee's request, attempt to place him or her on some other job in the Union's bargaining unit in the mill, for which he or she can qualify and which he or she can perform to the satisfaction of supervision, provided that such job is either unoccupied or is occupied by an employee junior in mill seniority to the disabled employee. Such transferred disabled employees will assume the status of the most junior person in the job to which they are transferred for the sole purpose of promotion to the next highest job in the sequence. For any additional promotions in the job sequence, demotions or layoffs, Article VI, Section 2-c will apply.

ARTICLE VI  
SENIORITY (cont'd)

d. Transfers and Recalls:

1. All transfers, whether between jobs or departments, will be cleared through the Employment Department so that the employee's Service Record may be kept up to date. Any employee in a department may signify in advance a desire to transfer to another department. Whenever any vacancies occur in that department, the employees with advance transfer requests in the Personnel Department, shall if they can qualify be given consideration among candidates for transfer to said vacancies. In determining qualifications, previous performance on the present job, ability to handle higher jobs in the new sequence, and mill seniority shall be among those things considered.
2. When an employee requests or agrees to accept transfer to another job or department, he or she retains the right to transfer back to his or her former job or department within thirty-five (35) days.
3. When the Company requires transfer to another job or department, the employee will be offered transfer back to his or her original job or department according to mill seniority prior to the expiration of the periods indicated below:
  - (a) Three months, if the employee had been in his or her former job or department from six months to one year.

ARTICLE VI  
SENIORITY (cont'd.)

- (b) Six months, if the employee had been in his or her former job or department over a year or until he or she declines transfer back to his or her former job or department within the above periods.
4. When an employee is laid off or when in lieu of a layoff an employee accepts work in another job or department, the employee is subject to recall or transfer:
- (a) With five or more years' mill seniority, the employee retains rights to his or her former job or department for two years.
  - (b) With two years' to five years' mill seniority, the employee retains rights to his or her former job or department for one year.
  - (c) With one to two years' mill seniority, the employee retains rights to his or her former job or department for six months.
  - (d) With six months to one year's mill seniority, the employee retains rights to his or her former job or department for three months.
  - (e) If at any time the employee is offered and refuses transfer to his or her former job or department, the employee loses rights to that job or department and shall be so informed at the time.

ARTICLE VI  
SENIORITY (cont'd.)

(f) In addition to the recall of employees to their old departments, under this Article, it is and will continue to be the general practice of the Company to give preference in employment, according to qualifications, to former employees laid off through no fault of their own. In determining qualifications, previous performance on the job and the ability to handle higher jobs in the sequence shall be considered. Consideration will also be given to length of previous service at the mill. The Company accepts no responsibility to extend such preference to any person who has been laid off more than two years or who was only a probationary employee. In the event that the Union considers that the Company is substantially departing from the above practice, the Union shall have the right to process the question through, but not beyond, the third step of the Grievance Procedure.

e. Absences which do not constitute a break in seniority:

An employee's mill seniority will be considered as continuous from the day he or she begins to work and is broken when the employee is no longer in active service, except under the following conditions:

1. Layoffs and re-employment:

ARTICLE VI  
SENIORITY (cont'd.)

- (a) Layoffs. In case of layoffs, mill seniority shall govern.
- (1) Probationary employees in the department shall be laid off first.
  - (2) When the average hours per employee in a department over a three-week period drops to below forty hours per week, the parties on a departmental basis will discuss whether layoffs shall be made or hours shared.
  - (3) In the event of a temporary shutdown which is expected to last longer than seven (7) days, the Company will as soon as possible within the first seven (7) days offer employment to the employees affected by the temporary shutdown. This employment will be on lower jobs in the sequence if they need be filled, and can be filled without training, or on such other jobs as the Company determines are available without displacing employees in other departments. If sufficient jobs are not available to place all employees affected by the temporary shutdown, the remaining employees generally will replace those employees who are most junior in mill seniority if such replacements do not require training.



ARTICLE VI  
SENIORITY (cont'd.)

In the event of a temporary shutdown which is expected to last seven (7) days or less but which continues longer, the above procedure will apply as soon as the Company determines that the shutdown will last longer than seven (7) days or at the end of the seven (7) day period, which-ever occurs sooner. The procedure in the above paragraph will also apply after an employee has lost a total of ten (10) days' time in any twelve (12) months as a result of a series of temporary shutdowns.

Local Management and the Local Union involved may, by mutual agreement, establish certain procedures to implement this provision in individual situations.

2. Absences due to illness or accident:

When an employee is absent due to illness or accident, he or she will be reinstated with no loss of mill seniority after the employee is pronounced fit for duty by the Company doctor. In case such employee is not pronounced fit for duty and objects, the matter shall be referred to a doctor mutually agreed upon, whose decision shall be final. In case the employee accepts employment elsewhere, his or her mill seniority shall be considered broken thereby. This section shall be governed by the provisions of Article X, Section 1.

ARTICLE VI  
SENIORITY (cont'd.)

- f. Absences which constitute a break in seniority:
  - 1. If employment with the Company is terminated for any of the following causes and the employee is later rehired, the absence constitutes a break in mill seniority and the individual will be considered as a new employee:
    - (a) Voluntary termination for any cause.
    - (b) Discharged for cause.
    - (c) Failure to return from leave of absence within specified time, unless an extension has been obtained in writing if possible.
    - (d) Failure to report from layoff at the time and place specified by registered letter with return receipt mailed to the last address appearing on the employee's service record. The Union shall be sent a copy of the above letter in the same mail as the registered letter. To report from layoff, the employee must both notify the Company within three days after such letter is signed for or refused at such address that he or she will report as instructed and then in fact report as instructed. If the date for reporting back is less than three days after such letter is signed for or refused at such

ARTICLE VI  
SENIORITY (cont'd.)

address, mill seniority will not be broken until the expiration of such three days. If an employee is unable to return to work on the date instructed on account of sickness or accident reported on or before such date accompanied by a doctor's certification, his or her failure to return on such date shall not constitute a break in mill seniority but the Company may proceed to fill the particular vacancy involved.

(e) Failure to return from absence due to illness or accident within seven consecutive scheduled work days after being pronounced fit for duty by the doctor. In case such employee claims he or she is not fit for duty, the matter shall be referred to a doctor mutually agreed upon, whose decision shall be final.

2. When an employee has been absent for five consecutive scheduled work days without permission, the foreman shall notify the department steward or member of the Grievance Committee, and confirm such notice in writing. If the absence continues for two consecutive days after notification to the steward or member of the Grievance Committee, or when an employee quits, the foreman shall send through a Leaving Slip, and the employee's employment will thereby be terminated.

ARTICLE VI  
SENIORITY (cont'd.)

Section 3: A master Seniority Roster of employees in each department, including employees in military service who still retain mill seniority, will be kept up to date in the Employment Department. A Stability Report will list requested transfers and transfers required by the Company, and will be furnished to the Local Union biweekly. The Seniority Roster will show the length of Mill Seniority of each employee. Department heads will consult this roster prior to making personnel changes. The Union shall be given a copy of the Master Seniority Roster.

ARTICLE VII  
VACATIONS

The Vacation Plan for Hourly Employees attached hereto as Appendix "E" becomes part of this Agreement and is effective as of November 1, 1995, and will remain in effect for the duration of the Agreement.

ARTICLE VIII  
HOLIDAYS AND GIFTS

Section 1: Time-and-one-half shall be paid to all employees for work done on the following holidays: New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Memorial Day, Fourth of July, July 5th, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, December 24th, and Christmas Day. Any employee who is eligible for holiday pay under the provisions of subsection b below will receive two and one-half times the applicable straight-time hourly rate for all hours he or she works in excess of eight on the holiday involved, instead of time-and-one-half as provided in the preceding sentence.

ARTICLE VIII  
HOLIDAYS AND GIFTS (cont'd.)

- a. In addition, each employee shall be given eight hours' pay at straight time base rate for New Year's Day, Washington's Birthday, Good Friday, Easter Monday, Memorial Day, Fourth of July, July 5th, Labor Day, Columbus Day, Thanksgiving Day, Day after Thanksgiving, December 24th, and Christmas Day, whether worked or not.
  
- b. To be eligible for holiday pay an employee must be in the active employ of the Company at the time of such holiday, and must have worked, unless absent for justifiable cause, all hours for which he or she has been scheduled to work during the period starting 24 hours before the holiday and continuing for 24 hours after the holiday. For the purpose of this paragraph, an employee shall be considered absent for justifiable cause only if (1) the employee's absence is required by his or her own illness or injury and he or she is able to prove such illness or injury, or (2) the death of some member of the employee's immediate family makes his or her attendance impossible, or (3) the employee has been excused in advance by his or her supervisor. Employees on leave of absence because of illness or non-compensable accidents will not receive holiday pay for holidays which occur over six months after the beginning of such leave. Notwithstanding the provisions of subsection c below, any employee on a leave of absence of one month or less to attend a regular short-term military encampment for reserve or National Guard training will be eligible for holiday pay for any of the above holidays occurring during such leave of absence.

ARTICLE VIII  
HOLIDAYS AND GIFTS (cont'd.)

- c. Employees laid off, discharged, retired, who have voluntarily quit, or who are on leave of absence for reasons other than illness or accident, are not considered as in the active employ of the Company.
- d. The Union agrees to cooperate to see that plant protection, power and necessary operations are manned properly.

Section 2: Holiday work is that done between the morning starting time of the holiday and the morning starting time of the following day.

Section 3: When the holiday occurs on Sunday, it shall be celebrated on the Monday following.

Section 4: The following Christmas Bonus shall be paid to employees in the active employ of the Company as defined in Section 1.c. above: with six months to one year's mill seniority, \$10; with one year's mill seniority, \$15.00.

ARTICLE IX  
LUNCH PERIODS

Section 1: Lunch Period Worked: Any day worker required by the Company to work his or her lunch period shall not take, or be required to take, an equivalent time off except by mutual consent of both parties. Time-and-one-half shall be paid for work performed during the employee's scheduled lunch period, but the Company shall not pay overtime twice for the same hours worked in the day.

## ARTICLE X LEAVES OF ABSENCE

Section 1: The provisions of this section shall apply only to the employees at the Luke, Maryland Mill. Any employee absent because of his or her illness or accident will be granted a leave of absence not to exceed twelve (12) months provided he or she has reported the cause of his or her absence within the first seven days of absence, presents a doctor's supporting certificate, and does not accept other employment during his or her absence. If additional leaves (except for alcoholism and narcotics addiction) are requested, the employee involved will make a request for same, in writing, to the Company, supported by a doctor's certificate and evidence that the employee is taking required treatment. To be approved, said request must be made to the Company two weeks prior to the expiration of each leave of absence. Medical leaves of absence for disabilities caused or contributed to by pregnancy or childbirth will be granted as required by applicable state and federal law. Copies of leaves will be furnished the Union.

Section 2: Leaves of absence may be granted to employees elected to full term state or federal office. Such leaves shall be for up to one year and can be extended for additional one year periods provided the extensions are requested in writing two weeks before the end of the current period of leave. Subsequent leaves may be granted at the discretion of management.

Section 3: Leaves of absence shall be granted to official delegates to attend Union conventions. Leaves of absence to perform other Union functions shall be restricted to a total of two employees at a time from each mill and shall not exceed six months. Under no circumstances will such leaves be renewed or extended more than three times or for a total of more than twenty-four months, except in the case of the local Union President while serving as such. The local Union President shall be granted a leave of absence for the period of time served

ARTICLE X  
LEAVES OF ABSENCE (cont'd.)

in such capacity, including the original and any additional terms in office as local Union President. While on such leave of absence, the local Union President shall be entitled to receive benefits as provided to other employees on leave of absence approved by the Company.

Section 4: The Department Superintendent shall grant reasonable requests of the Union to have any member of the Grievance Committee off for business pertaining to the Local Union. It is understood that if the Company finds that this privilege is being abused, the Company will notify the Union, and if the abuse continues, the Company may discontinue this privilege, if so decreed after arbitration.

Section 5: Leaves of absence, other than above specified, may be granted at the discretion of Management. All leaves of absence shall be granted without loss of seniority, and the employee shall be reinstated at the end of the leave. Re-employment prior to the expiration of the leave is at the convenience of the Company.

Section 6: No employee will be granted a leave of absence under Sections 2, 3, and 5 above without the following approvals in writing filed in the Employment Department. A copy thereof shall set forth the reason for the leave and shall be given to the Local Union as a matter of record:

Up to three months with the written approval of the Superintendent and the Personnel Manager.

In excess of three months with the written approval of the Mill Manager.

Section 7: Seniority shall accumulate during leaves of absence.



ARTICLE X  
LEAVES OF ABSENCE (cont'd.)

Section 8: Employees who leave their jobs for military duty will be granted all reemployment rights to which they are entitled under applicable state and federal law. For those employees whose physical condition has been impaired as the result of such military duty, the Company and the Union will endeavor to place them in some other suitable position.

Section 9: Should a veteran at the time he or she is reinstated be junior to all employees in his or her department, Management may, on a mill seniority basis, place him or her in any job in any department for which he or she can qualify.

Section 10: It is the desire of the parties signatory hereto to cooperate within the provisions of this Agreement and as governed by legal regulations in facilitating the re-employ of former employees holding seniority status, and who are honorably discharged from the armed forces or who has received a certificate indicating satisfactory completion of their military service.

Section 11: Leaves of absence will be granted to enable veterans to take advantage of the educational benefits provided for veterans under applicable Federal law, provided that upon application for such leave the employee presents a certificate of eligibility for such benefits, at an educational or training institution approved according to such law. Leaves granted under this Section will expire thirty days after the employee either discontinues or completes such education or training. Such leaves will not be granted to employees who have not completed at least ninety days' service with the Company prior to application therefor.

## ARTICLE XI TECHNICAL EMPLOYEES

Technical students, chemists and engineers will be engaged on a salary basis from time to time in such numbers as the future success of the business requires. Such present or future employees may be used on any job necessary to contribute to their training. However, they shall not displace any regular employees in the bargaining unit.

## ARTICLE XII SAFETY AND HEALTH

Section 1: The Company shall make reasonable provisions, including heating and ventilation wherever practical, for the safety and health of its employees during the hours of their employment. The Company shall comply with existing laws and OSHA regulations pertaining to the safety and health of its employees.

Section 2: Rest rooms, adequate toilet facilities and smoking areas shall be provided so as to augment the comfort of the employees.

Section 3: The Company agrees to discuss accidents with the Mill Safety Committees, composed of supervisory and hourly employees, to determine their cause and to take steps to prevent a similar accident. The Union agrees to support the Committees in their efforts to prevent accidents. Hourly members of safety committees shall be elected by the hourly employees represented by them.

## ARTICLE XIII BULLETIN BOARDS

Union Bulletin Boards shall be maintained within the departments by the Company, and the Union shall have the privilege of posting bulletins and notices, but such notices and bulletins shall contain nothing political or controversial or reflection upon the Company or any of its employees, and shall bear the Union Seal.

ARTICLE XIV  
SHOP REPRESENTATION AND  
PLANT VISITATION

Section 1: The Union shall have the right to select stewards, assistant stewards and district committeemen for each department. Lists of such Union representatives and the departments they represent will be furnished the Company. A list of the foremen who each steward shall contact in the first step of the Grievance Procedure shall be furnished by the Company to the Union.

Section 2: No steward or any other officer of the Union may be appointed to a supervisory position during the term of his or her office, except upon two weeks' prior notice thereof to the Union.

Section 3: Authorized representatives of the Union shall have admission to the plants, when accompanied by a Management representative.

ARTICLE XV  
DISCHARGE AND DISCRIMINATION

Section 1: Neither the Company nor the Union shall permit or sanction their agents, or representatives, to coerce, intimidate or discriminate against any employee. The Company and the Union agree there will be no discrimination against any employee because of race, color, religion, sex, age, national origin, marital status, veteran status or physical or mental handicap which is unrelated in nature and extent to any individual's ability to perform the job.

Section 2: Employees may be disciplined for just cause by warning, suspension or discharge. Full reason for suspension or discharge shall be recorded and stated in writing to the Union. The following causes may subject an employee to discipline or discharge:

ARTICLE XV  
DISCHARGE AND DISCRIMINATION (cont'd.)

- a. Leaving the premises while on duty without the permission of the employee's foreman.
- b. Bringing or having intoxicants in the Mill.
- c. Reporting for duty so under the influence of liquor as not to be capable of performing the duties of the job.
- d. Smoking in prohibited areas.
- e. Destruction or theft of Company property or property of another employee.
- f. Giving or taking a bribe of any nature as an inducement to obtaining work or retaining a position.
- g. Willful disobedience.
- h. Neglect of duty.
- i. Disorderly conduct.
- j. Dishonesty.
- k. Excessive unexcused absence.
  1. In consideration of the undertaking by the Union contained in Article II, Section I-b., appropriate Company representatives will consult with proper Union Representatives from time to time in an endeavor to correct and minimize violations of this subsection "k."

ARTICLE XV  
DISCHARGE AND DISCRIMINATION (cont'd.)

Section 3: Whenever the Union disputes the justification for the discharge of any employee, a meeting between company representatives and Union officers will be promptly arranged. Any grievance resulting from such discharge will be adjusted between the parties in the manner provided in Article XVI herein beginning at Step 3.

Section 4: Any employee who has been disciplined for just cause by layoff or letter, such discipline shall be removed from his or her record after three years providing the employee has continued without further infractions resulting in a letter or disciplinary suspension, except for employees who have been discharged and reinstated at the sole discretion of the company.

ARTICLE XVI  
GRIEVANCES AND ARBITRATION

Section 1: Issues subject to the Grievance Procedure are differences arising out of the interpretation, application or alleged violation of any provision of this Agreement. Differences relative to working conditions not specifically covered by this Agreement, which are of such a detailed or minor character as not to involve fundamental principles or relationships or any substantial economic advantages or disadvantages to the parties, are also subject to the Grievance Procedure.

Section 2: An effort will be made to present issues subject to Grievance Procedure in writing within five days after they occur, and they shall be adjusted promptly within five days after they occur, and they shall be adjusted promptly within the period specified below through negotiations taken in the following order, it being understood that the sole reason for the time limit herein set forth is the desire of both parties to assure prompt settlement of grievances.

ARTICLE XVI  
GRIEVANCES AND ARBITRATION (cont'd.)

- a. **First Step:** Between the aggrieved employee and his or her immediate foreman. The department steward may be present. The foreman shall give his or her decision within five (5) days. If no settlement is reached the Union will, within ten (10) days following receipt of the foreman's reply, appeal the grievance to the Second Step of the grievance procedure.
- b. **Second Step:** A mutually acceptable hearing date shall be set by the Division Superintendent. Every effort shall be made to set a hearing date within five (5) days from the date the grievance is appealed to the Second Step. Such hearing may include the aggrieved employee, his or her shop steward, the grievance committee, the foreman, and the Labor Relations Manager. A representative of the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO, may be present. The Division Superintendent shall submit his written reply to the grievance within ten (10) days following the date of hearing. Grievances not satisfactorily adjusted at the Second Step will be appealed by the Union to the Third Step of the grievance procedure within ten (10) days following receipt of the Division Superintendent's answer.
- c. **Third Step:** A mutually acceptable hearing date shall be set by the Mill Manager. Every effort shall be made to set a hearing date within five (5) days from the date the grievance is appealed to the Third Step. Such hearing may include the grievant, the department steward, the grievance committee, the foreman, the Division Superintendent and

ARTICLE XVI  
GRIEVANCES AND ARBITRATION (cont'd.)

the Labor Relations Manager. A representative of the Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO, may be present. The Mill Manager shall render his decision to the Union within ten (10) days following the date of hearing (extension may be requested if necessary) and wording of the original grievance as confirmed or restated at this step shall be that arbitrated if arbitration is demanded at Step Four.

- d. Fourth Step: Arbitration proceedings shall be initiated within thirty (30) days following receipt of the Company's decision at Step Three, in default of which, the right to arbitration is waived.
  1. Grievances similar or identical to other grievances on which arbitration has been requested, or which are in process of arbitration, shall not be deemed to be waived under this section unless unsettled and arbitration is not applied for within thirty days after the decision on a similar grievance arbitrated.
- e. Grievances growing out of discharge, layoff, promotion, demotion, hiring, rehiring and transfer, shall be subject to the Grievance Procedure, but no arbitrator shall have the power to substitute his or her judgement for that of Management, unless he or she finds that the Management has acted arbitrarily or for an ulterior motive or through a mistake in fact or in violation of this Agreement.

ARTICLE XVI  
GRIEVANCES AND ARBITRATION (cont'd.)

Section 3: The arbitrator in all grievance cases herein covered by this Agreement during the term of this Agreement shall be a person to be mutually agreed upon by the Company and the Union as promptly as possible. Pending his or her selection or if he or she resigns or is unable to act, or if the parties are unable to agree upon his or her successor, the arbitrator shall be appointed by the American Arbitration Association. Arbitrators shall not accept a case unless they can give their decision within 30 days after due date of briefs.

- a. The expense of the arbitrator shall be borne jointly by the parties hereto, and all decisions shall be binding on all concerned.

Section 4: Both the Company and the Union shall have the right to bring into any grievance conference the complainant, complainants, witnesses, or any representative deemed desirable for the facilitation of any matter at issue.

Section 5: All grievances shall be made in writing sixty consecutive days after the original date of the action complained of, after which no grievance will be considered.

Section 6: The Company will compensate those members of the Grievance Committee or their witnesses as designated by the Union at their respective hourly rates for the time lost from work due to keeping their appointments with Management, but not to exceed a total of 100 hours per month, provided that unused monthly allowances may be accumulated within but not beyond the contract term.



## ARTICLE XVII NO STRIKES OR LOCK-OUTS

Section 1: In view of the foregoing Article XVI for the settlement of grievances - or, in the case of any refusal to work in support of any third party ("sympathy strikes"), in view of Section 2 below there shall be no strikes or lock-outs, including sympathy strikes, while this Agreement is in effect. The Union agrees that if any strike, including sympathy strike, or concerted stoppage of work which is unauthorized or unratified by the Union occurs, the Union will immediately and publicly disavow such strike or stoppage and direct the employees engaged therein to return to work forthwith. In the event of any such unauthorized or unratified strike, including sympathy strike, or stoppage, the Company may discipline any employee participating therein, and any such discipline shall not constitute a grievance within the meaning of Article XVI, or Section 2, below, unless the Union claims that the Company has exercised such discipline in a discriminatory manner.

In consideration of the foregoing undertaking by the Union, the Union and its officials will not be liable in damages and the Company will not bring suit against the Union or its officials in connection with any such unauthorized or unratified strike, including sympathy strike, or concerted stoppage of work.

Section 2: In the event of an alleged sympathy strike in violation of this Article, the parties shall institute special expedited arbitration proceedings, regarding all matters involved in such alleged violation, rather than resort to the normal grievance and arbitration procedures of Article XVI, which shall not apply. A party shall initiate this expedited procedure by written notice thereof to the other party and to the American Arbitration Association. The American Arbitration Association shall immediately appoint an arbitrator to hear the matter,

ARTICLE XVII  
NO STRIKES OR LOCK-OUTS (cont'd.)

who, upon notice to the parties, shall hold the hearing within 24 hours after his appointment. The failure of either party or any witness to attend the hearing shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award. The arbitrator shall have jurisdiction to order such relief as he may deem appropriate to promptly settle the dispute. The arbitrator's written opinion, award and order shall be issued no later than 5:00 p.m. on the calendar day following the close of the hearing. Such award and order shall be final and binding on the Company and the Union and may be immediately confirmed and specifically enforced by injunction or otherwise by any court of competent jurisdiction upon the motion, application or petition of the Company. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Company and the Union.

ARTICLE XVIII  
PRECEDENCE OF LAWS

If any provisions of this agreement are in conflict with State or National Laws, said Laws shall supersede any provisions of this Agreement with which they conflict in the jurisdiction in which the conflict exists.

ARTICLE XIX  
MANAGEMENT

Section 1: The direction of the working force is vested in the Company through its supervisory personnel. The Company reserves all the rights, powers and authority customarily exercised by Management except insofar as they are specifically surrendered or abridged by express provisions of the Agreement.

ARTICLE XIX  
MANAGEMENT (cont'd.)

Section 2: Foremen and supervisors shall not be engaged in production or maintenance work at the expense of the employees who are rightly entitled to the work involved.

ARTICLE XX  
PENSION

With reference to the Pension Plan for Hourly Paid Employees of Westvaco Corporation originally effective June 1, 1948, as amended June 1, 1950; April 1, 1954; April 1, 1963; April 1, 1966; April 1, 1968; April 1, 1970; April 1, 1973; April 1, 1976; April 1, 1979; April 1, 1981; April 1, 1984; April 1, 1987; April 1, 1990; April 1, 1993; and April 1, 1996, the parties agree with respect to the employees covered by this Agreement not to alter, amend, modify, suspend or discontinue said Plan during the term of this Agreement. Effective January 1, 1979, the Plan was modified to comply with the Age Discrimination in Employment Act as stated in Appendix "I" attached.

The Company agrees that once a year, upon the request of the Union, it will meet with representatives of the Union in Richmond, Virginia and with a representative or representatives of the Pension Trustee, to discuss and examine the operations of the Pension Plan.

ARTICLE XXI  
GROUP INSURANCE

Section 1: With reference to the Group Insurance Plan for employees of Westvaco Corporation previously installed at the Luke mill, the parties agree with respect to the Hourly Paid Employees covered by this Agreement, not to alter, amend, modify, suspend or discontinue said Plan during the life of this Agreement, unless mutually agreed otherwise.

**ARTICLE XXI  
GROUP INSURANCE (cont'd.)**

- a. An employee who works full-time for twenty-six (26) consecutive weeks at a minimum straight time rate level equal to or above the bottom rate of the next higher insurance bracket, will have his or her insurance adjusted accordingly if and when he or she submits to the Personnel Department a complete set of pay check stubs which support this condition.

Accidental Death and Dismemberment coverage is 24 hour/day (both on and off the job).

Supplemental Term Life Insurance will be available, regardless of age or wage level, in amount of either \$5,000, \$10,000, \$15,000, or \$20,000 at employee cost of \$.51 per \$1000, per month subject to annual renewal based on experience. An employee not enrolling within 31 days after becoming eligible will be required to submit medical evidence of insurability prior to enrollment.

- b. The Company agrees to provide hospital, surgical and Major Medical Insurance during the life of this contract. The monthly premium rates and employee and company contributions at Luke are as follows:

Type of Coverage	Employee Share		Company Share	Total
	Monthly	Weekly		
Individual	\$34.50	\$ 7.96	\$149.50	\$184.00
Parent/Child	\$72.00	\$16.62	\$299.00	\$371.00
Husband/Wife	\$80.25	\$18.52	\$352.75	\$433.00
Family	\$88.50	\$20.42	\$387.50	\$476.00

ARTICLE XXI  
GROUP INSURANCE (cont'd.)

Future premium increases in either the basic or major medical coverage will be shared on a 75% company/25% employee basis.

- c. **Dental Insurance:** The monthly employee contribution for Dental Insurance will be \$1.98 for individual coverage and \$6.22 for family coverage. Future premium increases will be shared on a 75% company/25% employee basis.

Section 2: The Company will supplement Workmen's Compensation income benefits paid for temporary total disability resulting from obviously disabling personal injuries clearly resulting from accident up to the level of weekly indemnity benefits payable to the particular employee under the Group Accident and Sickness Insurance. This supplemental benefit will be payable during the period an employee loses time from work because of compensable occupational injury. In no event will the supplemental benefits paid exceed the maximum number of weeks payable under Group Accident and Sickness Insurance.

In the event an employee receiving or having received supplemental benefits herein provided was injured by the negligence or wrong doing of another not in the same employ and the injured employee affects a monetary recovery from such other, the supplemental benefit paid to the employee shall be returned by the employee to the Company.

ARTICLE XXII  
TERM OF AGREEMENT

This Agreement shall take effect as of December 1, 2000, and shall continue in effect until December 1, 2008, and from year to year thereafter, unless it shall be terminated as hereinafter provided. During the life of this Agreement neither party hereto may demand negotiations on any bargainable issue, whether mentioned herein or not, except as specifically provided otherwise by other provisions of this Agreement, even though such issue may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this Agreement. If either party shall desire to make any change in this Agreement or to terminate it, such party shall give notice to that effect to the other party hereto not less than thirty days prior to December 1, 2008, or the December 1 of any year thereafter; said notice shall indicate but not be limited to any changes or amendments that the party giving such notice shall desire to make in this Agreement. Such notice having been so given, unless the parties hereto shall otherwise agree in writing, this Agreement shall terminate at 12:01 a.m. on December 1 following the giving of such notice; provided, however, if the parties hereto have not reached an Agreement within the thirty days after the giving of such notice, the Agreement shall automatically be extended until one party or the other indicates that further negotiations are terminated.

This Agreement shall be binding upon the successors or assigns of the parties.

PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND  
ENERGY WORKERS INTERNATIONAL  
UNION, AFL-CIO

WESTVACO CORPORATION

By: \_\_\_\_\_  
Vice President

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

By: \_\_\_\_\_  
Corporate Manager  
Industrial Relations

\_\_\_\_\_  
Vice President  
Fine Papers Division

\_\_\_\_\_  
Manager, Labor Relations

\_\_\_\_\_  
Mill Manager,  
Luke, Maryland Mill

\_\_\_\_\_  
Personnel Manager  
Luke, Maryland Mill

\_\_\_\_\_  
Labor Relations Coordinator  
Luke, Maryland Mill

ARTICLE XXII  
TERM OF AGREEMENT (cont'd)

LOCAL 676

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Chief Shop Steward



APPENDIX A  
CHECK-OFF AUTHORIZATION

I hereby voluntarily assign to my Local Union affiliated with the Paper, Allied-Industrial, Chemical and Energy Workers International Union from any wages earned or to be earned by me, the amount of my monthly membership dues in said Union.

I authorize and direct my employer to deduct such amounts from my pay each month and to remit the same to the order of the financial secretary of my Local Union in accordance with the terms of this Agreement.

This assignment, authorization and direction shall be irrevocable for a period of one year from the effective date of the Agreement, or until the termination date of said Agreement, whichever occurs sooner; and I further agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement with the Union whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than thirty days or less than ten days prior to the expiration of each period of one year or of each applicable collective bargaining Agreement, whichever occurs sooner.

Date \_\_\_\_\_

Name (Print) \_\_\_\_\_

Address \_\_\_\_\_

Social Security No. \_\_\_\_\_

Employed By \_\_\_\_\_

Signature of Employee \_\_\_\_\_

PACE Local No. \_\_\_\_\_

City & State \_\_\_\_\_

\_\_\_\_\_

Department \_\_\_\_\_

**APPENDIX "E"**  
**VACATION PLAN**

**Section 1: Effective Date.**

The Vacation Plan for Hourly Employees outlined hereafter is effective as of November 1, 2000, and will remain in effect for the duration of the Agreement.

**Section 2: Eligibility and Payment**

Each hourly paid employee on the payroll October 31 of the preceding vacation year and who, during the vacation year, will on his employment anniversary date have accumulated at least one year of mill seniority will be entitled to a vacation and a vacation allowance at his or her rate at the time he or she takes vacation in accordance with the following table.

Mill Seniority	Weeks of Vacation	Hours of Pay
1 year - less than 3 years	1	45
3 years - less than 8 years	2	90
8 years - less than 12 years	3	135
12 years - less than 18 years	4	180
18 years - less than 25 years	5	225
25 years	6	270

APPENDIX "E"  
VACATION PLAN (cont'd.)

Where an employee regularly works on two or more jobs in the 30 days prior to taking vacation, the weighted average of his or her straight time hourly rates will be used in calculating the vacation allowance.

Section 3: Vacation Year.

The vacation year shall begin on the Monday nearest to November 1 of each year and extend for 52 consecutive weeks.

Section 4: Vacation Schedules.

- a. Vacation schedules shall be made up at the beginning of the Vacation Year, at which time each eligible employee in a department by mill seniority shall have the opportunity to specify the period in which he or she wishes his or her vacation.
  1. Employees newly eligible for additional weeks of vacation during the vacation year will be required to schedule those weeks at the beginning of the vacation year after all other vacation weeks have been scheduled. These weeks must be scheduled during available weeks open under the quota either before or after their eligibility date and will be scheduled on a mill seniority basis.

APPENDIX "E"  
VACATION PLAN (cont'd.)

- b. In order to spread out the vacation period so as to cause the least disturbance to production, total weeks of eligibility in a department will be divided equally among the 52 weeks of the vacation year with maximum weekly quotas established on that basis. Any excess weeks of vacation eligibility will be accorded on a one additional man per week basis until all have been utilized. The above schedule will, in general, be followed; but minor variations may be made by the Personnel Manager for the convenience of an individual employee or to meet production problems.
  1. While the employee's preferences will be respected so far as practicable, the Company reserves the right to rearrange schedules to help meet production problems.
  2. An employee eligible for more than one week's vacation may split his or her vacation into weekly periods. He or she may select his or her first week or consecutive weeks on a mill seniority basis and then after all other eligible employees have made their selections, select, on a mill seniority basis, the remaining weeks which may be split into weekly periods or combinations of weekly periods.

The above procedure may be modified at any location by agreement of the parties at that location.

APPENDIX "E"  
VACATION PLAN (cont'd.)

- c. Any employee eligible for more than two (2) weeks of vacation during a vacation year may voluntarily elect at his or her option to take pay instead of vacation for any or all of the remaining weeks. Employees making such an election must do so prior to the time the vacation schedule is prepared and before the beginning of the vacation year. Such pay will be made in the first pay of the vacation year at the employee's classified rate. All remaining weeks of vacation which are to be taken as time off will be distributed according to the provision of 4-b above. This provision of the vacation plan is not to be considered as a guarantee that work will be available or furnished by the company for the weeks not taken or for any other period.

Section 5: Veterans.

Any employee who entered the armed forces, and who returns to work within three months after an honorable discharge from the armed forces and during the vacation year will be granted vacation with pay as provided in Section 2, with the proviso that his or her seniority shall accumulate while in the armed forces.

Section 6: General.

- a. Vacations must be taken during the vacation year specified in Section 3. Vacations may not be postponed to the following year.

APPENDIX "E"  
VACATION PLAN (cont'd.)

- b. The vacation week covers the established work week at each mill, and holidays which occur during a vacation will be regarded as part of the vacation.
- c. Vacations for employees who have met the eligibility requirement established in Section 2 are nonforfeitable for any reason.
- d. Each employee will be given the Vacation Allowance during the week prior to taking vacations unless a change in the vacation period has been made at the request of the employee. In this case, the vacation pay will be given after the payroll department has had one week's notice of the change from the Personnel Manager.
- e. The beneficiary of any deceased employee shall receive the Vacation Allowance to which the deceased employee would have been entitled.
- f. Any employee, whose employment anniversary date comes so late in the vacation year as to make it impractical to take his or her vacation that year, shall receive the appropriate Vacation Allowance therefor.
- g. Any vacancy which occurs after the vacation schedule is established shall be posted in the department for 15 days if time permits. The vacancy shall be granted to the most senior employee who requests it, who did not have an opportunity for the week in question. If not filled in this manner, it will be granted to the most senior employee requesting it.

**APPENDIX "G"**  
**SEVERANCE PAY**

- (A) An employee with one (1) or more year's mill seniority will be eligible for severance pay when laid off, and a leaving slip processed, because there is no work available to which he or she is entitled by seniority.
- (B) A laid off employee entitled to severance pay will be paid one (1) per cent of his or her total earnings for the last full period of unbroken employment. One-half the severance pay due will be paid after the employee has been laid off six (6) weeks. The second half of the severance pay due will be paid after the employee has been laid off three (3) months.
- (C) An employee's recall rights will not be affected in any manner because of the severance pay. However, if recall occurs before the time when a severance payment is due, no such payment will be made. Further, if an employee is offered recall, according to the applicable recall provision in his or her case, and refuses, all recall and severance pay rights are automatically canceled.
- (D) If an employee is recalled after having received all the severance pay due, he or she will begin again, as of the date of his or her return accumulating a period of time which will be credited toward any future lay-off.
- (E) If an employee is recalled after having received one-half the severance pay due, he or she will, upon return to work, retain the right to the unpaid portion if laid off a second time. In addition, he or she will begin again, as of the date of his or her return, accumulating a new period of time which will be credited toward any future layoff.



APPENDIX "H"  
MEMORANDUM OF AGREEMENT  
ON SENIORITY

Between Westvaco Corporation and the Paper, Allied-Industrial,  
Chemical and Energy Workers International Union on behalf of its affiliated  
Local Union 676, Luke, Maryland.

The parties to the collective bargaining agreement hereby agree that the concept of job and department seniority will be eliminated from the collective bargaining agreement. Therefore, whenever an employee would be able, under the current collective bargaining agreement, to utilize his or her job or department seniority in promotion, demotion, transfer, layoff, recall, vacation scheduling and overtime scheduling, within a department, employee's mill seniority shall be substituted for job and department seniority. Existing job sequences shall continue to be used in determining the jobs from which and to which employees will promote and demote by mill seniority. This Agreement shall take effect when signed by the parties.

## APPENDIX "I"

### Age Discrimination in Employment Act Amendments

An employee's normal retirement date will continue to be the first day of the month following attainment of age 65. However, an employee may defer retirement indefinitely. If an employee defers retirement, the following benefit coverage will be applicable after age 65:

- Pensions - All pension benefits will remain the same as they are as of the employee's Normal Retirement Date.
- No credit for service will be earned after Normal Retirement Date.
  - Plan changes will not apply after Normal Retirement Date.
  - The monthly benefit accrued under the terms of the Plan in effect at age 65 will be paid from the first day of the month following actual retirement.

### Basic Life Insurance and A D & D

- After age 65, coverage for active employees for Basic Life Insurance & AD&D continues. However, the level of coverage at age 65 will be reduced by 8% per year thereafter, until actual retirement, but not below \$4,000. At actual retirement at or after age 65, coverage will be reduced to the \$4,000 Life Insurance/ Medical Insurance coverage presently provided for retired employees.

APPENDIX "I"  
AGE DISCRIMINATION IN EMPLOYMENT ACT AMENDMENTS  
(cont'd)

Hospital/Surgical/Major Medical Insurance

- As a result of the 1982 Tax Equity and Fiscal Responsibility Act (TEFRA) active employees over age 65 may now make a choice of (a) continuing to be covered under the Employer plan with Medicare as the secondary payor, or (b) having Medicare only. Part B Medicare premiums for the employee or spouse will not be paid by the Company.

1. Active Employees Between Ages 65 and 69

Eligible employees will be covered from the first of the month in which they turn age 65 to the end of the month they turn age 70.

2. Spouses of Eligible Employees

- (a) Over Age 65 -- will be given the same choice as in (1) above to be covered under the Employer Plan or Medicare only.
- (b) Under Age 65 -- will continue to be covered under the Employer plan until they turn 65. Then they will be offered the choice as indicated in (a) above.

Westvaco will communicate to all eligible employees what their coverage will be under the options referred to above.

APPENDIX "I"  
AGE DISCRIMINATION IN EMPLOYMENT ACT AMENDMENTS  
(cont'd)

Accident & Sickness Insurance

- This benefit coverage will continue for employees who remain actively employed after age 65, until actual date of retirement. The coverage will be the same as for other active employees.

When further regulations are issued by the Department of Labor regarding these benefits, the benefit coverage after age 65 will be modified to the extent necessary in order to bring the applicable benefit plans in compliance with such regulations.

APPENDIX "J"

The parties agree that between December 1995 and July 1996 they will work together to review and fine-tune the agreed upon proposal on refusals and promoting on shift below. During this period, the parties will work together to educate all employees regarding the ramifications of adopting the proposed changes. At the end of this period, employees, on a department-by-department basis, will vote by secret ballot simple majority on whether or not to enact these changes.

The parties further agree that this process, when approved by a department, will remain in effect for a period of two (2) years from date of implementation. At the conclusion of this period, the proposal will be subject to review by the affected department(s) and either party may notify the other of their desire to withdraw from the process. Should either party not make such notification, the agreed upon language shall remain in this Labor Agreement. All education and voting for this agreed upon proposal will be done during company paid time.

APPENDIX "J" (cont'd.)

Article VI, Section 2a, to be revised as follows:

Section 1: O.K. as written.

Section 2: If an employee is to be laid off, recalled, promoted or demoted to other hourly paid jobs, mill seniority will prevail, but the affected employee must have the ability and job qualifications. Changes shall be made along the following lines:

a. Promotion and Demotion:

1. The job sequence for promotion and demotion of hourly paid employees is set forth in Appendix "C" annexed hereto. Job sequence changes may be negotiated by mutual agreement or upon request signed by 75 percent or more of the employees in the job sequence. Any such employee request for a job sequence change affecting the job at the lowest level in the sequence will be approved by the membership of the local Union before the request is proposed to Management.
  - (a) Employees in lines of progression will be expected to advance in that line as far as opportunities permit. Lines of progression shall not be blocked by employees who are unwilling to advance. Employees who are qualified for and entitled to the promotion under the seniority provisions must accept temporary and permanent promotions.
  - (b) An employee medically incapable of advancing will remain in his or her former job without loss of seniority status provided this condition is substantiated by the company physician.

APPENDIX "J" (cont'd.)

- (c) The company agrees to continue to honor all refusals signed prior to departmental implementation of this agreement. However, if an employee withdraws his/her refusal of promotion, he or she will not be allowed to freeze again.
- 2. An employee who refuses temporary or permanent work on a higher job in a sequence for promotions, forfeits promotional rights through the line of sequence to all employees who had promoted ahead of him or her.
- 3. Employees with the most mill seniority will be given preference to work on swing crews. If the swing crew is not filled in this manner, the employees with the least mill seniority will have to fill the swing crew.
- 4. Employees with the most mill seniority will be given preference, if they can qualify, to work in their classification when a permanent opening occurs.
- 5. Employees with the most mill seniority on the next lower job in the job sequence will be offered that opportunity to qualify for promotion.
- 6. Mill seniority among those employees on the next lower job in the job sequence shall govern in cases of promotion. Mill seniority shall also govern in cases of demotion.
- 7. The following shall be applied in cases of temporary promotion.
  - (a) When it is necessary to replace an employee who fails to report to work for any cause, such replacement may be made by shift set-up. Such temporary promotions, if needed, will be given to the senior qualified employee on tour.

APPENDIX "J" (cont'd.)

- (b) Temporary promotions to replace an employee on vacation may be made by shift set-up.
- (c) Temporary promotions to replace other absences of two (2) full work-weeks or less may also be made by shift set-up.
- (d) Long-term temporary promotions will be filled by the senior qualified employee in the next classification below the vacancy after the first two full work-weeks. During the first two full work-weeks, vacancies may be filled by shift set-up.
- (e) An employee who has been promoting across shifts from his or her current permanent classification, as of the date of departmental implementation of this agreement will continue to set up across shifts until he or she attains a permanent promotion to the next higher classification, or relinquishes his privilege to promote to vacancies across shifts for vacancies of two full work-weeks or less, or vacation vacancies. Even if an employee requests not to promote across shifts for these short-term periods, he or she may continue to be required to fill these vacancies as necessary.

Current Section 6 is renumbered Section 8

Current Section 7 is renumbered Section 9

Current Section 8 is renumbered Section 10

## APPENDIX "J" (cont'd.)

### Other Changes

Article V, Section 3-a-1 and Section 3-a-2: Delete in their entirety.

Article V, Section 3-b: Delete Title Only "Day Workers"

Article V, Section 3-b-1: Rename Section 3-a

Article V, Section 3-b-2: Rename Section 3-b



**STANDARD HOURLY WAGE RATE SCHEDULE**

**EFFECTIVE DECEMBER 4, 2000**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	9.13	9.33	9.43	13.695	13.995	14.145
1	15.40	15.60	15.70	23.100	23.400	23.550
2	15.64	15.84	15.94	23.460	23.760	23.910
3	15.89	16.09	16.19	23.835	24.135	24.285
4	16.20	16.40	16.50	24.300	24.600	24.750
5	16.51	16.71	16.81	24.765	25.065	25.215
6	16.82	17.02	17.12	25.230	25.530	25.680
7	17.13	17.33	17.43	25.695	25.995	26.145
8	17.43	17.63	17.73	26.145	26.445	26.595
9	17.77	17.97	18.07	26.655	26.955	27.105
10	18.10	18.30	18.40	27.150	27.450	27.600
11	18.43	18.63	18.73	27.645	27.945	28.095
12	18.77	18.97	19.07	28.155	28.455	28.605
13	19.11	19.31	19.41	28.665	28.965	29.115
14	19.51	19.71	19.81	29.265	29.565	29.715
15	19.81	20.01	20.11	29.715	30.015	30.165
16	20.20	20.40	20.50	30.300	30.600	30.750
17	20.59	20.79	20.89	30.885	31.185	31.335
18	20.98	21.18	21.28	31.470	31.770	31.920
19	21.31	21.51	21.61	31.965	32.265	32.415
20	21.70	21.90	22.00	32.550	32.850	33.000
21	22.06	22.26	22.36	33.090	33.390	33.540
22	22.41	22.61	22.71	33.615	33.915	34.065
23	22.79	22.99	23.09	34.185	34.485	34.635
24	23.15	23.35	23.45	34.725	35.025	35.175
25	23.54	23.74	23.84	35.310	35.610	35.760
26	23.91	24.11	24.21	35.865	36.165	36.315
27	24.27	24.47	24.57	36.405	36.705	36.855
28	24.66	24.86	24.96	36.990	37.290	37.440
29	25.02	25.22	25.32	37.530	37.830	37.980
30	25.39	25.59	25.69	38.085	38.385	38.535
31	25.76	25.96	26.06	38.640	38.940	39.090
32	26.11	26.31	26.41	39.165	39.465	39.615
33	26.50	26.70	26.80	39.750	40.050	40.200
34	26.82	27.02	27.12	40.230	40.530	40.680
35	27.19	27.39	27.49	40.785	41.085	41.235
36	27.56	27.76	27.86	41.340	41.640	41.790
37	27.96	28.16	28.26	41.940	42.240	42.390

**STANDARD HOURLY WAGE RATE SCHEDULE****EFFECTIVE DECEMBER 3, 2001**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	9.36	9.56	9.66	14.040	14.340	14.490
1	15.79	15.99	16.09	23.685	23.985	24.135
2	16.03	16.23	16.33	24.045	24.345	24.495
3	16.29	16.49	16.59	24.435	24.735	24.885
4	16.61	16.81	16.91	24.915	25.215	25.365
5	16.92	17.12	17.22	25.380	25.680	25.830
6	17.24	17.44	17.54	25.860	26.160	26.310
7	17.56	17.76	17.86	26.340	26.640	26.790
8	17.87	18.07	18.17	26.805	27.105	27.255
9	18.21	18.41	18.51	27.315	27.615	27.765
10	18.55	18.75	18.85	27.825	28.125	28.275
11	18.89	19.09	19.19	28.335	28.635	28.785
12	19.24	19.44	19.54	28.860	29.160	29.310
13	19.59	19.79	19.89	29.385	29.685	29.835
14	20.00	20.20	20.30	30.000	30.300	30.450
15	20.31	20.51	20.61	30.465	30.765	30.915
16	20.71	20.91	21.01	31.065	31.365	31.515
17	21.10	21.30	21.40	31.650	31.950	32.100
18	21.50	21.70	21.80	32.250	32.550	32.700
19	21.84	22.04	22.14	32.760	33.060	33.210
20	22.24	22.44	22.54	33.360	33.660	33.810
21	22.61	22.81	22.91	33.915	34.215	34.365
22	22.97	23.17	23.27	34.455	34.755	34.905
23	23.36	23.56	23.66	35.040	35.340	35.490
24	23.73	23.93	24.03	35.595	35.895	36.045
25	24.13	24.33	24.43	36.195	36.495	36.645
26	24.51	24.71	24.81	36.765	37.065	37.215
27	24.88	25.08	25.18	37.320	37.620	37.770
28	25.28	25.48	25.58	37.920	38.220	38.370
29	25.65	25.85	25.95	38.475	38.775	38.925
30	26.02	26.22	26.32	39.030	39.330	39.480
31	26.40	26.60	26.70	39.600	39.900	40.050
32	26.76	26.96	27.06	40.140	40.440	40.590
33	27.16	27.36	27.46	40.740	41.040	41.190
34	27.49	27.69	27.79	41.235	41.535	41.685
35	27.87	28.07	28.17	41.805	42.105	42.255
36	28.25	28.45	28.55	42.375	42.675	42.825
37	28.66	28.86	28.96	42.990	43.290	43.440

**STANDARD HOURLY WAGE RATE SCHEDULE**

**EFFECTIVE DECEMBER 2, 2002**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	9.77	9.97	10.07	14.655	14.955	15.105
1	16.20	16.40	16.50	24.300	24.600	24.750
2	16.44	16.64	16.74	24.660	24.960	25.110
3	16.70	16.90	17.00	25.050	25.350	25.500
4	17.02	17.22	17.32	25.530	25.830	25.980
5	17.33	17.53	17.63	25.995	26.295	26.445
6	17.65	17.85	17.95	26.475	26.775	26.925
7	17.97	18.17	18.27	26.955	27.255	27.405
8	18.28	18.48	18.58	27.420	27.720	27.870
9	18.62	18.82	18.92	27.930	28.230	28.380
10	18.96	19.16	19.26	28.440	28.740	28.890
11	19.30	19.50	19.60	28.950	29.250	29.400
12	19.65	19.85	19.95	29.475	29.775	29.925
13	20.00	20.20	20.30	30.000	30.300	30.450
14	20.41	20.61	20.71	30.615	30.915	31.065
15	20.72	20.92	21.02	31.080	31.380	31.530
16	21.12	21.32	21.42	31.680	31.980	32.130
17	21.51	21.71	21.81	32.265	32.565	32.715
18	21.91	22.11	22.21	32.865	33.165	33.315
19	22.25	22.45	22.55	33.375	33.675	33.825
20	22.65	22.85	22.95	33.975	34.275	34.425
21	23.02	23.22	23.32	34.530	34.830	34.980
22	23.38	23.58	23.68	35.070	35.370	35.520
23	23.77	23.97	24.07	35.655	35.955	36.105
24	24.14	24.34	24.44	36.210	36.510	36.660
25	24.54	24.74	24.84	36.810	37.110	37.260
26	24.92	25.12	25.22	37.380	37.680	37.830
27	25.29	25.49	25.59	37.935	38.235	38.385
28	25.69	25.89	25.99	38.535	38.835	38.985
29	26.06	26.26	26.36	39.090	39.390	39.540
30	26.43	26.63	26.73	39.645	39.945	40.095
31	26.81	27.01	27.11	40.215	40.515	40.665
32	27.17	27.37	27.47	40.755	41.055	41.205
33	27.57	27.77	27.87	41.355	41.655	41.805
34	27.90	28.10	28.20	41.850	42.150	42.300
35	28.28	28.48	28.58	42.420	42.720	42.870
36	28.66	28.86	28.96	42.990	43.290	43.440
37	29.07	29.27	29.37	43.605	43.905	44.055

**STANDARD HOURLY WAGE RATE SCHEDULE****EFFECTIVE DECEMBER 1, 2003**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	10.01	10.21	10.31	15.015	15.315	15.465
1	16.61	16.81	16.91	24.915	25.215	25.365
2	16.85	17.05	17.15	25.275	25.575	25.725
3	17.12	17.32	17.42	25.680	25.980	26.130
4	17.45	17.65	17.75	26.175	26.475	26.625
5	17.76	17.96	18.06	26.640	26.940	27.090
6	18.09	18.29	18.39	27.135	27.435	27.585
7	18.42	18.62	18.72	27.630	27.930	28.080
8	18.74	18.94	19.04	28.110	28.410	28.560
9	19.09	19.29	19.39	28.635	28.935	29.085
10	19.43	19.63	19.73	29.145	29.445	29.595
11	19.78	19.98	20.08	29.670	29.970	30.120
12	20.14	20.34	20.44	30.210	30.510	30.660
13	20.50	20.70	20.80	30.750	31.050	31.200
14	20.92	21.12	21.22	31.380	31.680	31.830
15	21.24	21.44	21.54	31.860	32.160	32.310
16	21.65	21.85	21.95	32.475	32.775	32.925
17	22.05	22.25	22.35	33.075	33.375	33.525
18	22.46	22.66	22.76	33.690	33.990	34.140
19	22.81	23.01	23.11	34.215	34.515	34.665
20	23.22	23.42	23.52	34.830	35.130	35.280
21	23.60	23.80	23.90	35.400	35.700	35.850
22	23.96	24.16	24.26	35.940	36.240	36.390
23	24.36	24.56	24.66	36.540	36.840	36.990
24	24.74	24.94	25.04	37.110	37.410	37.560
25	25.15	25.35	25.45	37.725	38.025	38.175
26	25.54	25.74	25.84	38.310	38.610	38.760
27	25.92	26.12	26.22	38.880	39.180	39.330
28	26.33	26.53	26.63	39.495	39.795	39.945
29	26.71	26.91	27.01	40.065	40.365	40.515
30	27.09	27.29	27.39	40.635	40.935	41.085
31	27.48	27.68	27.78	41.220	41.520	41.670
32	27.85	28.05	28.15	41.775	42.075	42.225
33	28.26	28.46	28.56	42.390	42.690	42.840
34	28.60	28.80	28.90	42.900	43.200	43.350
35	28.99	29.19	29.29	43.485	43.785	43.935
36	29.38	29.58	29.68	44.070	44.370	44.520
37	29.80	30.00	30.10	44.700	45.000	45.150

**STANDARD HOURLY WAGE RATE SCHEDULE****EFFECTIVE NOVEMBER 29, 2004**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	10.44	10.64	10.74	15.660	15.960	16.110
1	17.04	17.24	17.34	25.560	25.860	26.010
2	17.28	17.48	17.58	25.920	26.220	26.370
3	17.55	17.75	17.85	26.325	26.625	26.775
4	17.88	18.08	18.18	26.820	27.120	27.270
5	18.19	18.39	18.49	27.285	27.585	27.735
6	18.52	18.72	18.82	27.780	28.080	28.230
7	18.85	19.05	19.15	28.275	28.575	28.725
8	19.17	19.37	19.47	28.755	29.055	29.205
9	19.52	19.72	19.82	29.280	29.580	29.730
10	19.86	20.06	20.16	29.790	30.090	30.240
11	20.21	20.41	20.51	30.315	30.615	30.765
12	20.57	20.77	20.87	30.855	31.155	31.305
13	20.93	21.13	21.23	31.395	31.695	31.845
14	21.35	21.55	21.65	32.025	32.325	32.475
15	21.67	21.87	21.97	32.505	32.805	32.955
16	22.08	22.28	22.38	33.120	33.420	33.570
17	22.48	22.68	22.78	33.720	34.020	34.170
18	22.89	23.09	23.19	34.335	34.635	34.785
19	23.24	23.44	23.54	34.860	35.160	35.310
20	23.65	23.85	23.95	35.475	35.775	35.925
21	24.03	24.23	24.33	36.045	36.345	36.495
22	24.39	24.59	24.69	36.585	36.885	37.035
23	24.79	24.99	25.09	37.185	37.485	37.635
24	25.17	25.37	25.47	37.755	38.055	38.205
25	25.58	25.78	25.88	38.370	38.670	38.820
26	25.97	26.17	26.27	38.955	39.255	39.405
27	26.35	26.55	26.65	39.525	39.825	39.975
28	26.76	26.96	27.06	40.140	40.440	40.590
29	27.14	27.34	27.44	40.710	41.010	41.160
30	27.52	27.72	27.82	41.280	41.580	41.730
31	27.91	28.11	28.21	41.865	42.165	42.315
32	28.28	28.48	28.58	42.420	42.720	42.870
33	28.69	28.89	28.99	43.035	43.335	43.485
34	29.03	29.23	29.33	43.545	43.845	43.995
35	29.42	29.62	29.72	44.130	44.430	44.580
36	29.81	30.01	30.11	44.715	45.015	45.165
37	30.23	30.43	30.53	45.345	45.645	45.795

**STANDARD HOURLY WAGE RATE SCHEDULE**

**EFFECTIVE NOVEMBER 28, 2005**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	10.70	10.90	11.00	16.050	16.350	16.500
1	17.47	17.67	17.77	26.205	26.505	26.655
2	17.71	17.91	18.01	26.565	26.865	27.015
3	17.99	18.19	18.29	26.985	27.285	27.435
4	18.33	18.53	18.63	27.495	27.795	27.945
5	18.64	18.84	18.94	27.960	28.260	28.410
6	18.98	19.18	19.28	28.470	28.770	28.920
7	19.32	19.52	19.62	28.980	29.280	29.430
8	19.65	19.85	19.95	29.475	29.775	29.925
9	20.01	20.21	20.31	30.015	30.315	30.465
10	20.36	20.56	20.66	30.540	30.840	30.990
11	20.72	20.92	21.02	31.080	31.380	31.530
12	21.08	21.28	21.38	31.620	31.920	32.070
13	21.45	21.65	21.75	32.175	32.475	32.625
14	21.88	22.08	22.18	32.820	33.120	33.270
15	22.21	22.41	22.51	33.315	33.615	33.765
16	22.63	22.83	22.93	33.945	34.245	34.395
17	23.04	23.24	23.34	34.560	34.860	35.010
18	23.46	23.66	23.76	35.190	35.490	35.640
19	23.82	24.02	24.12	35.730	36.030	36.180
20	24.24	24.44	24.54	36.360	36.660	36.810
21	24.63	24.83	24.93	36.945	37.245	37.395
22	25.00	25.20	25.30	37.500	37.800	37.950
23	25.41	25.61	25.71	38.115	38.415	38.565
24	25.80	26.00	26.10	38.700	39.000	39.150
25	26.22	26.42	26.52	39.330	39.630	39.780
26	26.62	26.82	26.92	39.930	40.230	40.380
27	27.01	27.21	27.31	40.515	40.815	40.965
28	27.43	27.63	27.73	41.145	41.445	41.595
29	27.82	28.02	28.12	41.730	42.030	42.180
30	28.21	28.41	28.51	42.315	42.615	42.765
31	28.61	28.81	28.91	42.915	43.215	43.365
32	28.99	29.19	29.29	43.485	43.785	43.935
33	29.41	29.61	29.71	44.115	44.415	44.565
34	29.76	29.96	30.06	44.640	44.940	45.090
35	30.16	30.36	30.46	45.240	45.540	45.690
36	30.56	30.76	30.86	45.840	46.140	46.290
37	30.99	31.19	31.29	46.485	46.785	46.935

**STANDARD HOURLY WAGE RATE SCHEDULE****EFFECTIVE DECEMBER 4, 2006**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	10.97	11.17	11.27	16.455	16.755	16.905
1	17.91	18.11	18.21	26.865	27.165	27.315
2	18.15	18.35	18.45	27.225	27.525	27.675
3	18.44	18.64	18.74	27.660	27.960	28.110
4	18.79	18.99	19.09	28.185	28.485	28.635
5	19.11	19.31	19.41	28.665	28.965	29.115
6	19.45	19.65	19.75	29.175	29.475	29.625
7	19.80	20.00	20.10	29.700	30.000	30.150
8	20.14	20.34	20.44	30.210	30.510	30.660
9	20.51	20.71	20.81	30.765	31.065	31.215
10	20.87	21.07	21.17	31.305	31.605	31.755
11	21.24	21.44	21.54	31.860	32.160	32.310
12	21.61	21.81	21.91	32.415	32.715	32.865
13	21.99	22.19	22.29	32.985	33.285	33.435
14	22.43	22.63	22.73	33.645	33.945	34.095
15	22.77	22.97	23.07	34.155	34.455	34.605
16	23.20	23.40	23.50	34.800	35.100	35.250
17	23.62	23.82	23.92	35.430	35.730	35.880
18	24.05	24.25	24.35	36.075	36.375	36.525
19	24.42	24.62	24.72	36.630	36.930	37.080
20	24.85	25.05	25.15	37.275	37.575	37.725
21	25.25	25.45	25.55	37.875	38.175	38.325
22	25.63	25.83	25.93	38.445	38.745	38.895
23	26.05	26.25	26.35	39.075	39.375	39.525
24	26.45	26.65	26.75	39.675	39.975	40.125
25	26.88	27.08	27.18	40.320	40.620	40.770
26	27.29	27.49	27.59	40.935	41.235	41.385
27	27.69	27.89	27.99	41.535	41.835	41.985
28	28.12	28.32	28.42	42.180	42.480	42.630
29	28.52	28.72	28.82	42.780	43.080	43.230
30	28.92	29.12	29.22	43.380	43.680	43.830
31	29.33	29.53	29.63	43.995	44.295	44.445
32	29.71	29.91	30.01	44.565	44.865	45.015
33	30.15	30.35	30.45	45.225	45.525	45.675
34	30.50	30.70	30.80	45.750	46.050	46.200
35	30.91	31.11	31.21	46.365	46.665	46.815
36	31.32	31.52	31.62	46.980	47.280	47.430
37	31.76	31.96	32.06	47.640	47.940	48.090

**STANDARD HOURLY WAGE RATE SCHEDULE****EFFECTIVE DECEMBER 3, 2007**

	Straight Time			Overtime		
	Day	Second	Third	Day	Second	Third
Start	11.24	11.44	11.54	16.860	17.160	17.310
1	18.36	18.56	18.66	27.540	27.840	27.990
2	18.60	18.80	18.90	27.900	28.200	28.350
3	18.90	19.10	19.20	28.350	28.650	28.800
4	19.26	19.46	19.56	28.890	29.190	29.340
5	19.59	19.79	19.89	29.385	29.685	29.835
6	19.94	20.14	20.24	29.910	30.210	30.360
7	20.30	20.50	20.60	30.450	30.750	30.900
8	20.64	20.84	20.94	30.960	31.260	31.410
9	21.02	21.22	21.32	31.530	31.830	31.980
10	21.39	21.59	21.69	32.085	32.385	32.535
11	21.77	21.97	22.07	32.655	32.955	33.105
12	22.15	22.35	22.45	33.225	33.525	33.675
13	22.54	22.74	22.84	33.810	34.110	34.260
14	22.99	23.19	23.29	34.485	34.785	34.935
15	23.34	23.54	23.64	35.010	35.310	35.460
16	23.78	23.98	24.08	35.670	35.970	36.120
17	24.21	24.41	24.51	36.315	36.615	36.765
18	24.65	24.85	24.95	36.975	37.275	37.425
19	25.03	25.23	25.33	37.545	37.845	37.995
20	25.47	25.67	25.77	38.205	38.505	38.655
21	25.88	26.08	26.18	38.820	39.120	39.270
22	26.27	26.47	26.57	39.405	39.705	39.855
23	26.70	26.90	27.00	40.050	40.350	40.500
24	27.11	27.31	27.41	40.665	40.965	41.115
25	27.55	27.75	27.85	41.325	41.625	41.775
26	27.97	28.17	28.27	41.955	42.255	42.405
27	28.38	28.58	28.68	42.570	42.870	43.020
28	28.82	29.02	29.12	43.230	43.530	43.680
29	29.23	29.43	29.53	43.845	44.145	44.295
30	29.64	29.84	29.94	44.460	44.760	44.910
31	30.06	30.26	30.36	45.090	45.390	45.540
32	30.45	30.65	30.75	45.675	45.975	46.125
33	30.90	31.10	31.20	46.350	46.650	46.800
34	31.26	31.46	31.56	46.890	47.190	47.340
35	31.68	31.88	31.98	47.520	47.820	47.970
36	32.10	32.30	32.40	48.150	48.450	48.600
37	32.55	32.75	32.85	48.825	49.125	49.275