

LABOR AGREEMENT

by and between

**INTERNATIONAL PAPER
PRATTVILLE MILL**

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (USW)**

On behalf of

LOCALS 462, 1458 and 1978

November 1, 2016

to

November 1, 2022



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SECTION ONE—PREAMBLE

This AGREEMENT is made and entered into by and between INTERNATIONAL PAPER, hereinafter referred to as the Company, and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) on behalf of locals 462, 1458, and 1978 (2 party), hereinafter referred to as the Union.

The parties wish to establish and maintain mutual understanding and cooperation that will promote to the fullest the safety and welfare of the employee, economy of operation, quality and quantity of output, cleanliness of plant and premises, and the protection of life and property. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to cooperate fully for the advancement of these conditions looking toward a profitable operation.

There shall be no discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, age, physical or mental handicap, national origin, union activity, or veterans status if otherwise qualified. The Company and the Union recognize their responsibilities under the "American With Disabilities Act (ADA)" and the "Family and Medical Leave Act (FMLA)", and hereby agree to jointly fulfill such responsibilities.

Whenever the masculine gender is used in the Agreement in referring to employees, it is for convenience only and it refers to both male and female employees.

SECTION TWO - RECOGNITION

The Company recognizes the Union as the sole agent for collective bargaining for its eligible production, maintenance, shipping, warehouse, local and overtheroad truck drivers, loaders and other transportation employees. Eligible employees are those on the Company's payroll in the mill in Autauga County, Alabama, exclusive of professional, clerical, administrative and confidential employees, messengers, guards and supervisors.

The occupations and job progressions of the represented employees are shown in Exhibit "A" and Exhibit "B", a part of this Agreement.

SECTION THREE REPRESENTATION

The Union is recognized as the sole agent for collective bargaining for employees who may be placed in jobs similar to those listed in Exhibit "A" and which may be established after the effective date of this Agreement.

The representation of employees in the presently recognized jobs will be determined by the Unions, and the Company will be advised.

It is understood that employees in a single progression will be represented by a single local.

When a new job is established, it will generally be in a line of progression subject to negotiation with the Unions. If the job is not in a line of progression, its representation will be determined by the Unions, and the Company will be advised.

SECTION FOUR - INITIATION FEESMEMBERSHIP DUES DEDUCTION

The Company agrees to deduct Union initiation fees, membership dues and USW voluntary PAC contributions upon receipt of an appropriate form supplied by the Union. Dues will be remitted to the International Secretary Treasurer.

SECTION FIVE OPERATION OF THE BUSINESS

Except as expressly limited by this Agreement or any written amendments hereto, the Company retains the sole right to manage its business and direct the working force, including, but not limited to, the right to relocate, build or expand its plant, machines and equipment; to decide the products to be manufactured, the services to be rendered, the schedules of production, the process of manufacturing or assembling, together with all designing, engineering, and control of raw materials, semimanufactured and finished parts, which may be incorporated in the Company's products; to introduce technological innovations; to establish and enforce rules not in conflict with this Agreement; to create, change, combine or eliminate jobs; and to hire, trans-

fer, lay off, promote, demote, discipline, suspend or discharge for just cause. This Agreement shall not limit the Company's right to expand or curtail its operations, to shut down completely, or to close, merge or consolidate departments, provided, however, that the Company shall give reasonable notice to the Union and shall negotiate with the Union the status of the employees affected by such actions. The enumeration of the above management rights shall not be deemed to exclude other rights of the same general character not enumerated herein, and all rights held by the Company prior to entering into this Agreement are retained by the Company except as expressly limited by other provisions of this Agreement. Any violation of this Agreement claimed by the Union to exist as a result of the exercise of these rights by the Company shall be subject to the grievance and arbitration procedure of this Agreement.

SECTION SIX CONTINUITY OF OPERATIONS

1. While this Agreement is in effect, on the part of the Union there shall be no interruption, slowdown, stoppage, strike or cessation of work.

On the part of the Company, there shall be no lockout.

2. In the event of an interruption, slowdown, stoppage, strike or cessation of work, the Company will notify the International and Local Unions and will not hold them liable for such action, provided:
 - (a) within 48 hours the International Unions publicly disavow responsibility for the action and order their members to return to work; and
 - (b) the International and Local Unions in the utmost good faith use their best efforts to terminate such action; and
 - (c) authorized representatives of the respective International and Local Unions submit to the Company notices which state that the action is unauthorized and which order their members to return to work. The Company may then post or distribute these notices.
3. The Company may impose any disciplinary action it deems appropriate, including discharge, on any employee participating in, supporting, or encouraging such action. The

Company's action shall not be subject to the grievance or arbitration procedures. However, the issue of whether or not an employee participated in, supported, or encouraged such action, is subject to the grievance and arbitration procedures.

**SECTION SEVEN –
HOURS OF WORK AND OVERTIME HOURS OF WORK**

1. The normal payroll day shall extend from 7:00 a.m. to 7:00 a.m.

The normal payroll week shall extend from Sunday, 7:00 a.m. to the following Sunday, 7:00 a.m.

2. Hours for Shift Workers:

Eight hours is the normal work day.

The Company reserves the right to require employees to work in excess of 8 hours in a day or 40 hours in a week.

The normal starting and stopping times for shifts shall be from 7:00 a.m. to 3:00 p.m., 3:00 p.m. to 11:00 p.m., and from 11:00 p.m. to 7:00 a.m.

The shift rotation is 73 to 117 to 311.

3. Hours for Day Workers:

So far as operating conditions reasonably permit, the Company will arrange that day workers will be scheduled 5 consecutive days, normally Monday through Friday, of 8 consecutive hours, lunch period of 30 minutes excepted. Normal hours for day employees are 7:00 a.m. to 3:30 p.m. An employee required to work any part of his scheduled lunch period shall receive pay for the entire lunch period unless at his request he is given a full length lunch period later in the shift.

4. The time for the start of an employee's shift may be changed at any time by the Company upon notification to the employee before the end of his regular shift or 16 hours prior to the start of the new shift.

The Company will attempt to notify an employee in advance of any schedule change which extends his scheduled shift.

5. Shift Swappings:

It is recognized that employees may swap shifts, or parts of shifts, by mutual consent with the approval of the employee's immediate supervisor. It is understood that shift swapping will not obligate the Company for any additional overtime. If permission to swap is refused by the supervisor, the employee may immediately appeal to his supervisor's superior.

OVERTIME

1. Overtime shall be paid at time and onehalf for the following:
 - (a) For time worked in excess of 8 hours within a 24hour period beginning at the start of the shift; for hours worked consecutively in excess of 8 hours; or for time worked in excess of 40 hours in any one week, whichever pays the employee more.
 - (b) For time worked from the first hour if work extends over 16 hours consecutively. At the end of this period, the employee will be given a rest period of 8 consecutive hours. Time off for meals shall be included in totaling the 16 hours above, but meal periods shall not be paid for. This provision shall not be applicable where employees swap shifts as provided in Paragraph 5 of "Hours of Work".

The time and onehalf paid for the first 8 hours of a work period extending more than 16 hours will not be offset by overtime for more than 40 hours in the week.

2. Overtime shall be paid on a daily or weekly basis, whichever is greater, but not on both. Furthermore, overtime shall not be pyramided, nor shall more than one basis of calculating overtime be used to cover the same hours except as specified above.

3. Insofar as practical, overtime shall be distributed among qualified employees within the job classification. Such overtime shall not be deducted from the employee's regular work week.
4. When employees have been denied work due to scheduling errors (including doubling, holdover and call-ins), they will be made whole by providing them with the opportunity to work a comparable number of hours. Penalty payments will not be permitted in settlement of such grievances.

SECTION EIGHT - TOUR AND DAY WORKER SCHEDULES

Work schedules which are known, subject to change as provided in "Hours of Work", for tour and day workers will be posted by 12:00 Noon on Thursday.

SECTION NINE - REPORTING TIME

If an employee, scheduled to work, reports and work is then not provided, he shall be guaranteed at least 4 hours work unless failure to provide work is caused by:

1. Storm, accident, breakdown or other causes beyond control of the Company; or
2. The Company's having been unable to notify the employee not to report after having made a reasonable effort to do so.

If the Company does not furnish as much as 4 hours work for reasons other than specified in 1 and 2 immediately above, then up to 4 hours pay will be allowed.

A reasonable effort shall have been made when a notice has been posted on the bulletin board at the clock station prior to the end of an employee's shift or by the Company having attempted to notify the employee at his last place of residence as shown on his Company record or by commercial radio and television at least 4 hours before the start of his next scheduled shift.

SECTION TENCALL TIME

If an employee is called to work at a time other than his scheduled reporting time and after having clocked out, he shall be paid 4 hours straight time or time and one-half the hours worked, whichever is greater. Hours worked on call time will not be paid under any other premium pay provision.

Except for doing planned work made possible by outages caused by emergency or planned shutdowns of major equipment, a maintenance employee working call time will not be expected to do additional work which was known to exist before he was called and which can be postponed until regular maintenance hours without endangering the safety of employees or the loss of production. This paragraph does not apply to an employee called out to fill a vacancy, to perform work during the starting up and shutting down of the mill or to perform work due to a major emergency jeopardizing operations.

SECTION ELEVEN - WIRE CHANGE

Any employee actually engaged at a time other than his regular shift in removing and/or putting on wires and dryer felts shall receive not less than 6 hours time.

In case the machine is down on a scheduled repair shutdown, then the foregoing premium pay will not be paid, but the regular methods of payment shall prevail.

SECTION TWELVE - HOLIDAYS

1. The following will be recognized as individual holidays:

January 1	Day After Thanksgiving
Easter Sunday (for operations)	December 24
Memorial Day (for maintenance)	December 25
July 4	December 26
Labor Day	4 Personal Holidays
Thanksgiving Day	

In the event the Company elects to operate all or part of the mill on December 24, 25, or 26, the following procedure will be used to fill the jobs needed:

Upon Company approval, any employee scheduled to work on Easter Sunday, July 4th, Thanksgiving Day, the day after Thanksgiving, December 24, 25, or 26 may allow a volunteer to work for him provided the volunteer is qualified.

On December 24, 25, and 26, only the necessary Maintenance personnel will be scheduled. If a sufficient number of volunteers are not obtained, employees will be scheduled as needed.

Each employee will have four personal holidays. The employee may elect to celebrate these days on any days during the calendar year with prior Company approval. The request may not be approved if it would result in an excessive number of employees being absent at the same time. Individual departments will establish the number of people in a line of progression or crew who may be off at any one time. In cases of conflict, seniority will prevail and the junior employee should make another choice. The approval must be arranged for not later than 1 p.m. Tuesday of the preceding week.

An employee will not be held over or scheduled in after his last regular shift before personal holidays unless no other employee can be obtained.

2. Holiday Allowance:

An allowance equal to 8 times the straight time rate of the job the employee worked on his last scheduled working day before the holiday, but not less than the rate of his regular job, will be granted to each qualified employee for each of the recognized holidays.

An employee is qualified who:

- (a) Employees become eligible for holiday pay practices once they have successfully completed the probationary period.
- (b) has worked on his last scheduled work day before the holiday; his first scheduled work day after the holiday; and the holiday if he has agreed to or is required to work it.

- (c) Absence on a scheduled work day will be excused and the allowance made if an otherwise qualified employee is out due to justifiable cause.
- (d)
 - i. If otherwise eligible, at the time, pay for a holiday will be in the paycheck delivered in the week immediately following the holiday. Correction will be made later if it develops that an employee was paid who did not qualify for the holiday.
 - ii. If otherwise eligible at the time, pay for a holiday falling during an employee's vacation will be included in the vacation check.
- (e) If an otherwise qualified employee is away from his job when holidays occur, he will be given the allowance:
 - i. If away due to disability compensated under Workmen's Compensation, upon his application, at the time the holiday occurs for the first 12 months of the disability; upon his return to work for holidays occurring after the first 12 months.
 - ii. If away for other than disability as described in "i", upon his application, at the time the holiday occurs provided he is not away more than 120 consecutive calendar days.

3. Hours Credited:

If an employee eligible for holiday pay loses work because of not being scheduled on a holiday, he will be credited with the hours lost in computing the work week. This allowance will not be credited if the employee would not ordinarily work on the day the holiday occurred.

SECTION THIRTEEN - VACATIONS

A. Eligibility:

Each employee qualifies for vacation on January 1 of each year. The vacation year is the 12month period beginning January 1.

B. Length and pay of vacations:

<u>Years of Continuous Company Employment</u>	<u>Calendar Weeks</u>	<u>% of Last Calendar Year's Pay</u>	<u>Hours Pay</u>
Less than 3	1 ⁽¹⁾	2	40 ⁽¹⁾
3 but less than 8	2	4	80
8 but less than 12	3	6	120
12 but less than 18	4	8	160
18 but less than 25	5	10	200
25 or more years	6	12	240

⁽¹⁾ In the case of the first oneweek vacation, based on the January 1 following the person's employment date, the employee may elect not to take time off but to receive his vacation pay after January 1. Payment on the hourly basis will be 40 hours at the straight time base rate multiplied by the number of weeks from the employee's date of hire to January 1, following the person's employment date, divided by 52, or 2% of his last calendar year's pay, up to a maximum of 48 hours pay, whichever is greater. Should the employee elect to take time off it may not be scheduled until he has been employed for at least 12 months.

For each week of vacation, the employee will be paid 2% of his last calendar year's pay or 40 hours straight time, whichever is greater but up to a maximum of 48 hours pay (subject to Note 1 above). If the employee is paid on the hourly basis, it will be at the rate for his permanent job classification at the time of vacation.

When an employee first qualifies for 2, 3, 4, 5 and 6 weeks' vacation, it may be taken January 1, or after, of the year in which he qualifies for the additional vacation.

The regular vacation payment will be made when the employee starts his vacation.

If an employee has not worked at least 1,040 hours prior to January 1, payment for vacation shall be prorated on the basis of actual hours worked related to the 1,040 hours. As an example, if 520 hours have been worked, one-half the regular vacation allowance shall be paid. Payments in behalf of a deceased employee will be made to the beneficiary shown in the Company group life insurance records.

C. Scheduling:

1. The Company will schedule vacations as near the employee's wishes as business and economic conditions permit. However, the Company reserves the right to determine when any vacation will be granted. Choice of vacation period will be offered to employees in order of job seniority.
2. Vacations are not cumulative and shall be taken during the vacation year, but the Company may provide for exceptions to this policy due to special emergencies.
3. Subject to "1" above, the procedures covering selection of vacation time, the posting of vacation schedules, and splitting vacation periods will be as agreed by the Local Union Committees and the respective Department Superintendents.
4. In a vacation period a week shall consist of 7 consecutive days and must be taken on a shift week basis.
5. If an employee's vacation must be cancelled by the Company without giving him 14 calendar days' notice, he will be paid time and one-half for hours worked during the vacation period that was cancelled. He will be allowed to take the vacation at a later date.
6. During normal operating conditions an employee will not be required to work normally scheduled off days immediately before or after his vacation period. In addition, he will not be held over on his last scheduled shift before his vacation period unless relief cannot be obtained.
7. Should a permanent employee voluntarily resign from the Company, he shall be paid a vacation allowance based upon the qualifications set forth under "Length

and Pay of Vacations” and prorated on the number of months of service since the immediately prior January 1 to the time he resigns, provided he leaves in the good graces of the Company.

8. Management reserves the right to determine the number of employees allowed off on a given shift or in a department for all vacations. Management may also limit the job classifications in which employees may be off at the same time. It is the Company’s intent to distribute vacations throughout the year and manage vacancies due to vacations with a minimum usage of overtime. The Company will ensure that employees are allowed to take their allotment of vacation weeks during the course of the year.

D. Employee Options:

1. A qualified employee entitled to three or more weeks’ vacation must arrange to schedule at least two weeks as vacation to be taken off. The employee may elect to be paid for each additional week over two weeks to which the employee is entitled in lieu of taking such vacation time off.
2. A qualified employee may elect to be paid all of his vacation by the last payday in January. The request for this pay must be made not later than January 5.
3. Vacations cannot be carried over into the following year.

When operating conditions exist that require that vacations be blocked out, the Company will discuss with the Union the possibility of allowing employees to carry over additional weeks. The Company will give consideration to special requests for individual employees to carry over additional weeks.

4. An employee who qualifies for at least two weeks of vacation will be eligible to schedule nine (9) days of vacation one day at a time (VODAT) and schedule an additional day that may be broken down into vacation two (2) hours at a time (VTHAT) up to a maximum of eight (8) hours subject to the following conditions:

1. In order to take the VODAT and the VTHAT as described above, this election must be made by the end of December of the preceding year.
2. The VODATs and VTHATs must be requested no later than 1 p.m. Tuesday of the preceding week.
3. The VTHAT hours must be used at either the beginning or end of the shift.
4. Management reserves the right to determine the number of employees allowed off on a given shift or in a department.
5. Such days and hours will be scheduled after the scheduling is complete for full weeks of vacation and personal holidays.
6. Individual days or hours leftover at the end of a calendar year may not be carried over to the next year. However, an employee may receive pay for such days or hours if not already received at the beginning of the year.
7. No VODATs or VTHATs will be allowed on December 24, 25, or 26.

SECTION FOURTEEN - LEAVES OF ABSENCE

If an International Union signatory to this Agreement requests the services of an employee for the purpose of working for it, the employee shall be granted a leave of absence not to exceed 12 months. Such leave is subject to one extension provided a request for extension is submitted not less than 2 weeks prior to the termination date of the original leave.

Not more than one employee from each Union Local that is, Locals 462, 1458, and 1978 will be granted leave at the same time. Not more than one leave and one extension will be given the same employee.

A leave of absence for personal reasons granted to an employee for a period exceeding 2 weeks shall be in writing, signed by a proper Company official, and a copy shall be sent to the Secretary of the appropriate Local Union. Leaves for personal rea-

sons may be granted for periods exceeding 90 days provided they are mutually agreed upon by the Company and the Union. Leaves for personal disability are based on medical reasons and are not subject to this provision.

An employee who is elected or appointed to fulltime public office may request a leave of absence to serve in such capacity. Requests of this nature will be considered on an individual basis. Such employee shall retain seniority during the absence.

An employee who fails to return to work on the date specified in the terms of his leave will be regarded as having quit.

SECTION FIFTEEN - MILITARY SERVICE

Employees entering the Armed Forces of the United States will be reinstated in accordance with the law.

SECTION SIXTEEN - JURY SUPPLEMENT

When an employee, is required to perform jury duty, the Company will reimburse him for losses in wages which occur as a result of serving on the jury. Such reimbursement will be the difference between the pay received for jury duty and 8 times his regular basic hourly rate for each day he reports as ordered for jury service.

Jury supplements are subject to each of the following conditions:

- (a) No supplement will be given unless the employee gives the Company reasonable prior notice, both of his intended absence from scheduled work and the time and date he intends to return to work;
- (b) Promptly upon returning to work, the employee must apply for the supplement on a form provided by the Company. Proof of jury service may be required;
- (c) No jury supplement will be given for a recognized holiday;
- (d) The supplement will be given only for scheduled work time lost and will not be counted in computing overtime.

- (e) Employees shall become eligible for pay practices involving jury duty 30 days following their first day of employment.

SECTION SEVENTEEN - FUNERAL ALLOWANCE

When an employee is required to be absent as a result of a death in his immediate family, he will be reimbursed for losses in regular wages which occur as a result of such absence up to a maximum of 3 consecutive days, one of which must be the day of the funeral. The immediate family is: mother, father, stepmother, stepfather, daughter, son, sister, brother, spouse, motherinlaw, fatherinlaw, natural grandparents, brotherinlaw, sisterinlaw, spouse's natural grandparents, grandchildren, and stepchildren.

The reimbursement shall be for up to 8 hours per day at the employee's regular basic hourly rate, subject to each of the following conditions:

- (a) No allowance will be made unless the employee gives the Company reasonable prior notice, both of his intended absence from scheduled work and the time and date he intends to return to work;
- (b) Promptly upon returning to work, the employee must apply for the allowance on a form provided by the Company. Proof of relationship to the deceased may be required;
- (c) No funeral allowance will be made for a recognized holiday;
- (d) An employee may be granted additional time off as needed with prior Company approval. An employee will not be charged an occasion for such time off granted.
- (e) The allowance will be given only for scheduled work time lost and will not be counted in computing overtime.
- (f) Employees shall become eligible for pay practices involving funeral leave 30 days following their first day of employment.

SECTION EIGHTEEN – SENIORITY

A. Definition:

1. Job Seniority

Job seniority starts when an employee is placed in a job on a permanent basis.

Job seniority is accumulated in the current job and each job below it in the same job progression.

2. Plant Seniority

Plant seniority of an employee starts on the date last hired, rehired, or assigned on a permanent basis by the Company at its mill in Autauga County, Alabama.

3. Company Seniority

Company seniority of an employee starts on the date last hired or rehired by the Company at any location.

4. Temporary Employee Seniority

Temporary employee seniority is the seniority acquired by a person employed to fill a vacancy for a temporary period of time. The seniority of temporary employees relates only to the seniority of other temporary employees assigned in the same job progression. It does not entitle a person to any permanent vacancy, transfer, promotion, retention of or reinstatement in any job.

5. Probationary Period

Any employee hired into production or maintenance shall be considered a probationary employee for 90 calendar days following their New Hire Integration and on-boarding process, which shall last no longer than five weeks, unless an extension is requested and mutually agreed on by both the Union and Management. At any time during the onboarding period or probationary period, the employee may be released from employment and such action will not be subject to the grievance procedure. Upon successful completion of the probation-

ary period, the employee's seniority will be back dated to his/her initial date of hire. The 90 day probationary period may be extended by mutual agreement. Employees shall become eligible for pay practices involving funeral leave and jury duty 30 days following their first day of employment. All other benefits will be in conjunction with the locations Collective Bargaining Agreement, unless The Master Agreement supersedes.

6. Seniority Lists

A current seniority list of each line of progression will be maintained in the office of the Department Superintendent. An employee may review the seniority list for his line of progression by making a request of his Supervisor.

B. Temporary Moves:

Temporary promotions, demotions, transfers, layoffs, leaves of absence, or military service do not break or change job seniority.

C. Equal Dates:

Plant seniority of an employee starts on the date last hired, rehired or assigned on a permanent basis by the Company at the Prattville Mill. Should more than one employee be hired, rehired, or assigned on a permanent basis by the Company, at the Prattville Mill on the same day, then plant seniority will be assigned by application date and then by alphabetical order.

D. Company Service:

The Company will, for the purpose of employee benefits based on length of service, recognize all continuous employment by the Company at any location.

E. Promotions:

1. Permanent Promotions

- (a) In permanent promotions, the Company will take into consideration job seniority and qualifications,

and when all factors that constitute qualifications are relatively equal, then job seniority will prevail. As a part of qualification, the employee must have the ability to work in harmony with and cooperate with other employees. If the senior employee is not promoted, the Union will be notified before the promotion is made.

- (b) Employees hired in jobs above the starting job will be regarded as having reached that position through the regular job progression.
- (c) In permanent promotions in the Paper Mill on the No. 1 and No. 2 Paper Machines, employees will be considered across machine lines based on job seniority and qualifications. When all factors that constitute qualifications are relatively equal, then job seniority will prevail.

2. Temporary Promotions Vacancies

- (a) In the absence of relief if an extra qualified employee is assigned for training on the shift where a vacancy occurs the Company may assign the employee who was training to fill the vacancy or may implement a shift set back. When a set-back is implemented, the employees will be paid the rate they would have received had the shift remained set up for training. If the hours are to be worked at overtime the vacancy will be filled by the following procedure:
 - 1) The employee not receiving relief will have the preference of working the vacant shift on the first day (1 shift) of the absence. If he prefers not to work, he must remain at his post until a substitute has been secured.
 - 2) Holdover other qualified employees in the vacant classification by seniority.
 - 3) Holdover any qualified employee.
 - 4) Call the incoming employees in the vacant classification.

- 5) Call the off employees in the vacant classification.
- 6) Call any qualified employee.

If a substitute is not available the employee not receiving relief will work the extra shifts. After the second day if the hours are still to be worked at overtime, the vacant shift will be filled in accordance with understandings to be reached by the Local Union Committee and the respective department superintendents.

- (b) In temporary promotions for vacation relief, the job seniority consideration will be on a shift basis but not across shift lines.
- (c) Job seniority on a shift basis, but not across shift lines, will be used to fill vacancies caused by absence of relief (other than vacation) for a maximum of 60 calendar days. If it is known in advance that a temporary set-up will be for more than a sixty (60) day duration, a seniority cross shift set-up will be made at the next scheduling opportunity. This may not be practical in certain cases until, in the normal course of training, the senior men on each shift are qualified to handle the higher jobs.

3. Freezing

The Union and the Company recognize it is to the interest of the employees and the Company for each employee to progress as far as his abilities and opportunities will permit.

When a qualified employee is offered a temporary or a permanent promotion and does not wish to accept it and is not promoted, he will be considered voluntarily frozen on the job. He will forfeit his job seniority rights for consideration for temporary and permanent promotion, but no other seniority rights will be forfeited. Such an employee who voluntarily freezes himself may elect to unfreeze himself only after one permanent promotion has been made. Upon unfreezing, he will be assigned an adjusted job seniority date, for promotion only, that

is junior to those who have been promoted to a higher job permanently or on an extended temporary rate slip (one week or more) during the period he was frozen.

A line of progression shall not be blocked by employees who are frozen. In order to permit other employees to train for advancement, no more than one employee in any job may be frozen at a time.

An employee will not be able to freeze in a classification where another employee cannot promote due to any other reason.

F. Demotion and Layoff:

Demotion and layoff due to lack of work or permanent reduction in force will be made in order of job seniority, provided the employee is qualified to perform the job into which he is demoted. For layoffs of more than three days, if the Company determines that training is necessary to achieve qualification, it will be accomplished when the demotion or layoff takes place. An employee who bypassed another in promotion will bypass him in demotion.

If an employee is to be displaced from the bottom job in a line of progression, he may exercise his plant seniority to displace an employee in the Service Crew.

An employee who is displaced from a department due to permanent reduction in force and elects to exercise his plant seniority to displace a less senior employee in the Service Crew or Spare Hand classification in a line of progression for which he is qualified will have first preference to return to the department from which he was displaced should a permanent opening occur. Should he voluntarily accept a permanent transfer to another department at any time he would forfeit his preference under this provision. If two or more employees are under consideration for the same opening, the one with the greatest plant seniority will be assigned.

In demotion or layoff contemplated to be 3 consecutive work days or less this provision will not apply. In such cases demotion and layoff will be made in order of job seniority on a shift basis.

In layoffs contemplated to be 3 consecutive days or more of which the Company has advance knowledge, reduction in force will be made by job seniority across shift lines on a scheduled basis from the first day of the layoff.

When a layoff affecting the No. 1 or No. 2 Paper Machines exceeds thirty days or at the time the Company determines that a layoff will last at least thirty days, affected Paper Mill employees may exercise their job seniority across shift and machine lines to fill available jobs in the Paper Mill. This procedure will be implemented prior to the expiration of thirty days in the event the Company determines that a layoff will be at least of that duration.

G. Permanent Layoff:

An employee who is displaced from a department due to permanent reduction in force may exercise his plant seniority to displace the employee with the least amount of plant seniority in the Service Crew or Spare Hand classification provided he is qualified. In the case of multiple permanent layoffs, the selection of departments will be made by plant seniority. This provision applies to permanent employees on permanent jobs.

H. Recall:

A permanent employee with recall rights to his old department will be recalled based on his plant seniority for permanent openings which occur in the service crew or bottom jobs in other lines of progression for which he is qualified.

I. Termination of Seniority:

Seniority shall be terminated for the following reasons:

1. If an employee resigns;
2. If an employee is discharged;
3. (a) If an employee laid off due to temporary lack of work fails to return within 10 days of being sent notice to return. Such employee, however, need not accept employment contemplated to be of less than 2 weeks duration.
(b) If an employee laid off due to permanent reduction in force fails to return within 10 days of being sent notice to return to a job contemplated to be permanent and to which he is entitled by job seniority. Such employee

- need not accept temporary work of any duration. He must notify the Company if he does not wish temporary work. In this case the Company will have no obligation to notify him of temporary vacancies.
4. If a laidoff employee has not been recalled within a period equal to his time of service with the Company, not to exceed 5 years.
 5. If an employee is permanently promoted or permanently transferred to a supervisory classification, he shall accumulate seniority on the job from which promoted or transferred for a period of 6 months. At the end of the 6month period he will forfeit his job seniority.
 6. Any employee temporarily promoted to a position outside the bargaining unit shall not retain any seniority in the bargaining unit for longer than twelve (12) months unless mutually agreed between the company and the local unions involved.

SECTION NINETEEN—WAGES

The Basic Hourly Wage Rate Schedule is attached as Exhibit "A" and Exhibit "B".

When new jobs are created, or when substantial changes are made in the duties of existing jobs, the Company and the Union will negotiate the rate of the job. If no agreement is reached, the Company will set the job rate, but such rate may be subject to negotiation at the next contract negotiations, and any change agreed upon at that time will be made retroactive to persons then on the payroll of the Company to such time as the Company and the Union shall agree.

A shift differential of 32¢ per hour for 311 and 42¢ per hour for 117 will be paid to shift employees and to day employees when temporarily assigned to shifts. Shift differential will not be paid day employees on call out, report time, or extension of shift.

An employee temporarily transferred to a lower rated job for the convenience of the Company shall continue to receive his regular job rate.

An employee transferred to a higher paid job for a total of 3 hours or more during a shift will be paid the rate of the higher paid job for his entire shift.

An employee who is assigned and accepts a lower rated job in lieu of layoff shall receive the rate of pay of the lower rated job.

SECTION TWENTY - SEVERANCE PAY

- A. 1. An employee who has completed five (5) years but less than ten (10) years of continuous service shall receive an amount equal to 2% of his last twelve months' basic earnings (overtime excluded) as severance pay.
 2. An employee who has completed ten (10) years or more of continuous service shall receive 4% of his last twelve months' basic earnings (overtime excluded) as severance pay.
 3. Such severance pay shall only apply to employees permanently laid off three (3) months or more and payment will not be made until three (3) months following the date of layoff.
- B. For proper understanding of this new section, it is understood that the Company will be liable for severance pay to eligible employees who are laid off because of lack of business reductions, and elimination or consolidation of jobs by new methods, machinery, or equipment. The Company will not be liable for severance pay in layoffs which are the result or consequence of storms, floods, accidents, breakdowns, safety inspections and other such cases, including legal regulations such as, but not limited to, the breakdown or adequacy of pollution abatement equipment or measures. The Company will not be liable for severance pay in the case of the discharge of an employee for just cause.

SECTION TWENTYONE - GRIEVANCE AND ARBITRATION PROCEDURE

If an employee feels aggrieved, an earnest effort will be made to settle his grievance immediately, following in order the steps below. This section describes the exclusive method for settlement of all grievances; however, nothing prohibits the employee from settling a difference with his supervisor, provided the settlement does not conflict with this Agreement.

First Step: The Union and the aggrieved employee (if he wishes to be present) shall present the grievance to the su-

supervisor involved within 10 days after cause for the complaint arose. The supervisor shall reply to the Union within 2 days after the grievance is presented to him.

Second Step: The Union may present the grievance to the Department Superintendent or his alternate within 10 days of the answer at the first step. The grievance and the Company's answers at this and succeeding steps shall be in writing. The Department Superintendent will meet within 5 days of the request and will give his answer within 5 days of the meeting.

Third Step: Within 10 days following the reply at the second step, the Union (the International Representative may be present) may present the grievance to the Plant Manager or his representative. The Manager will meet within 20 days of the request and will reply within 10 days of the meeting.

If the Union claims that any employee has been laid off or discharged (for disciplinary reasons) unjustly, it shall file such claim within 10 days after the layoff or discharge, and the matter shall be handled as a grievance. If the Union elects, it may start such a grievance at the Third Step.

Arbitration: Following the Third Step, either party may carry the dispute to arbitration by notifying the other in writing within 10 days following the answer in the Third Step.

The Company and the Union shall select an arbitrator from a list submitted by the Federal Mediation and Conciliation Service. The selection of the arbitrator and the conduct of the hearing shall be in accordance with the rules of said organization. The Arbitrator shall give the Union and the Company his award within 30 days after the arbitration meeting or the brief filing date which will not be later than 15 days from the close of the hearing.

The function of the Arbitrator shall be to apply the terms of this Agreement. He shall have no authority to add to, subtract from, or modify the terms of this Agreement. The establishment or change of wage rates is not subject to arbitration. Each party shall bear equally the fees and expense of the Arbitrator.

The award of the Arbitrator shall be final and binding on the parties. If the award is that a discharge was not warranted, then payment for time lost shall be at the discretion of the Arbitrator.

The above time limits may be extended by the agreement of the Company and Union prior to the expiration of the time limits.

"Days", as used in the above steps, excludes Saturdays, Sundays, holidays, and days that the affected local Company department is shut down. If notice is not given to the Company of the Union's wish to go to the next step (including arbitration) within 10 days after the Company's answer is received, the matter will be closed as settled. Meetings will be held as quickly as practical. If the Company does not furnish its answer to the Union within the specified time limit at any step in the grievance procedure, the Union may elect to go to the next higher step by giving notice to the Company.

SECTION TWENTYTWO - GENERAL

A bulletin board will be furnished to each Local Union for posting official Union notices. The boards shall not be used for material of a controversial, political or advertising nature.

Supervisors shall not perform work normally done by represented employees except in emergency or for training.

The Company will inform the Union in writing as soon as practical when contracting of work is planned. It is not the intent of the Company to contract out work normally performed by employees of the Company if the then active employees of the Company are capable of performing such work on a timely basis except as noted in the Maintenance contracting agreement (Local 1458, Item 32).

Except as provided by the flexibility language in this Agreement, under normal operating conditions, in the assignment of work to members of the bargaining unit, maintenance work will be performed by maintenance employees and production work will be performed by production employees. It is not the intent of this provision to impede the cooperation between employees.

Employees are expected to actively and constructively participate in all job related activities, including, but not limited to safety, quality, training, etc.

It is the duty of an employee to report for his regular job unless he has arranged with his supervisor to be absent. If unavoidably prevented from reporting, he must notify his department at least 2 hours before his starting time or present a reasonable excuse. When it is impossible for an employee to state the number of days he will be absent when notifying his department of his inability to report, he must notify his department at least 18 hours before reporting back to work.

No employee shall be denied a vacation, holiday, or vacation day as a result of another bargaining unit employee being set up to cover a vacancy of a non-bargaining unit employee who is off on vacation or a holiday.

An hourly employee who is scheduled to work in a non bargaining unit position will not be scheduled or held over on the following shift to fill a bargaining unit position unless no other option exists. This language does not apply to bargaining unit employees covered by the Maintenance Overtime language.

All employees shall be governed by plant rules and safety procedures. If the Company establishes a new plant rule or safety procedure, or changes a rule or procedure, such rule, procedure, or change shall not be effective until it has been posted on the bulletin board at the clock station. A claim that a rule or procedure violates this Agreement shall be subject to the grievance and arbitration procedure of this Agreement.

If an employee has a reprimand or warning placed in his record, he will be given a copy of it for which he must sign a receipt. Such letter will be presented to the employee at the time the disciplinary action is taken. The employee's shop steward or Union official will be present when the employee receipts for the paper. A copy of such paper will be furnished to the Union President.

Each such paper will be reviewed and discussed with the employee in 12 months. A written record of the result of such review will be placed in the employee's record. A copy will be furnished to the Union and the employee.

The Company will give as much notice as is practicable and not less than 7 days to employees who are laid off the payroll from permanent jobs because their jobs are permanently discontinued.

The Company will give as much notice to employees as is practicable but not less than 2 days notice of layoffs of indefinite duration from permanent jobs due to lack of suitable business unless it is prevented from giving such notice by causes beyond its reasonable control; such as, but not limited to, fire, flood, power failure, etc. In cases where the layoff is beyond the Company's control, notice of the layoff will be given by commercial radio or television.

Copies of the current Summary of Agreements are available to each employee at the Human Resources office.

An employee who is held over in a classification that is lower than the one he was scheduled to work on the previous shift will be paid either his permanent rate of pay or the rate for the job he is scheduled to work that day, whichever is greater.

SECTION TWENTYTHREE – COMPLETE AGREEMENT

This agreement is the entire contract between the parties and may not be altered or modified unless the same be in writing and signed by the parties hereto or an authorized representative.

SECTION TWENTYFOUR – TERM

This Agreement effective on November 1, 2016, is extended to November 1, 2022. It shall remain in effect for successive periods of one year each, unless terminated by either party as provided below.

If either party wishes to change the Agreement, it must give written notice to the other party not less than 60 days before November 1, 2022.

If, after proper notice and the passing of the anniversary date, the parties are deadlocked in negotiations, either party may give notice in writing to the other of its intent to terminate the Agreement. Termination can take place only after 10 days have passed since the date of notification of intent to terminate.

During this period, each party will be obligated to attempt to reach an agreement with the other, and the provisions of this Agreement shall continue in effect.

**SECTION TWENTYFIVE –
REFERENCE TO THE NATIONAL AGREEMENT**

A National Agreement was ratified between the Company, USW, IBEW, and IAM effective September 1, 2015 and expiring August 31, 2021. It provides “that the existing collective bargaining agreements at the Covered Locations (the “Location Agreement”) shall be renewed for a six year period upon their currently scheduled expiration dates (“Renewal Agreement”). The Location Agreements shall remain in full force and effect and nothing in this Agreement shall modify the current Location Agreements or the Renewal Agreements except as provided in this paragraph II.” (paragraph II of the National Agreement).

The details of the National Agreement are contained in a Memorandum of Agreement (including Attachments) dated July 17, 2007. Copies of the National Agreement can be obtained by request to the Company or Union or viewed in the Human Resources Department.

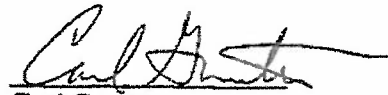
This agreement is hereby executed by the undersigned duly, authorized representatives of the parties this ____ day of ____, 2017

United Steelworkers
AFL-CIO-CLC

International Paper



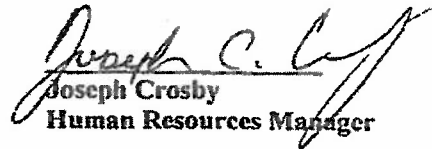
Leo W. Gerard
International President



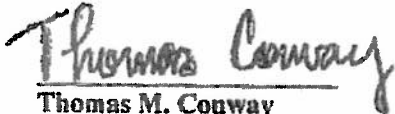
Carl Gunter
Resident Manager



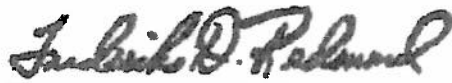
Stanley W. Johnson
International Secretary-Treasurer



Joseph Crosby
Human Resources Manager



Thomas M. Conway
International Vice President - Administration



Fred Redmond
International Vice President - Human Affairs

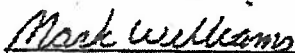


Daniel Flippo, District 9 Director

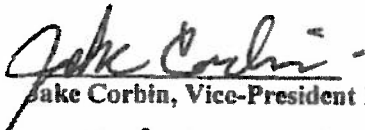


Dave Trostle, Staff Representative

For locals 462, 1458 and 1978



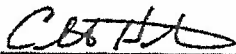
Mark Williams, President Local, 462



Jake Corbin, Vice-President Local, 462



Chad Manning, President Local, 1458



Clint Hester, Vice-President Local, 1458



Adrian Porter, President Local, 1978



Annie Brown, Vice-President, Local 1978

Exhibit A

Job Title	Effective 10/31/2016	Effective 10/31/2017	Effective 10/31/2018	Effective 10/31/2019	Effective 10/31/2020	Effective 10/31/2021
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Local 462

Woodyard

Woodyard Operator	\$32.45	\$33.26	\$34.01	\$34.69	\$35.38	\$36.09
Asst. Woodyard Operator	\$29.17	\$29.90	\$30.57	\$31.18	\$31.80	\$32.44
Equipment Operator - Day	\$27.50	\$28.19	\$28.82	\$29.40	\$29.99	\$30.59
Equipment Operator - Shift	\$27.97	\$28.67	\$29.32	\$29.91	\$30.51	\$31.12
Slasher Operator	\$27.18	\$27.86	\$28.49	\$29.06	\$29.64	\$30.23
Control Operator	\$24.10	\$24.70	\$25.26	\$25.77	\$26.29	\$26.82
Woodyard 1st Helper	\$23.33	\$23.91	\$24.45	\$24.94	\$25.44	\$25.95
Woodyard 2nd Helper	\$20.73	\$21.25	\$21.73	\$22.16	\$22.60	\$23.05
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84

Pulp Mill

Crew Leader	\$36.82	\$37.74	\$38.59	\$39.36	\$40.15	\$40.95
1st Asst. Operator	\$34.81	\$35.68	\$36.48	\$37.21	\$37.95	\$38.71
2nd Asst. Operator	\$32.06	\$32.86	\$33.60	\$34.27	\$34.96	\$35.66
Utility	\$22.74	\$23.31	\$23.89	\$24.31	\$24.80	\$25.30
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84

Chemical

Crew Leader	\$36.82	\$37.74	\$38.59	\$39.36	\$40.15	\$40.95
Chemical Operator	\$34.81	\$35.68	\$36.48	\$37.21	\$37.95	\$38.71
Evaporator Outside Tender	\$26.63	\$27.30	\$27.91	\$28.47	\$29.04	\$29.62
Day Outside Tender	\$26.20	\$26.86	\$27.46	\$28.01	\$28.57	\$29.14
Chemical Outside Tender	\$25.94	\$26.59	\$27.19	\$27.73	\$28.28	\$28.85
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84

Steam & Power						
Crew Leader	\$36.82	\$37.74	\$38.59	\$39.36	\$40.15	\$40.95
A Operator	\$34.81	\$35.68	\$36.48	\$37.21	\$37.95	\$38.71
Auxiliary Operator	\$31.43	\$32.22	\$32.94	\$33.60	\$34.27	\$34.96
A Tender	\$29.78	\$30.52	\$31.21	\$31.83	\$32.47	\$33.12
B Tender	\$28.10	\$28.80	\$29.45	\$30.04	\$30.64	\$31.25
3rd Helper	\$22.51	\$23.07	\$23.59	\$24.06	\$24.54	\$25.03
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84
Technical						
Technical Operator	\$28.93	\$29.65	\$30.32	\$30.93	\$31.55	\$32.18
Product Tester	\$24.24	\$24.85	\$25.41	\$25.92	\$26.44	\$26.97
Process Tester A	\$23.38	\$23.96	\$24.50	\$24.99	\$25.49	\$26.00
Process Tester B	\$22.52	\$23.08	\$23.60	\$24.07	\$24.55	\$25.04
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84
Courtland						
Red Circle Rate	\$20.71	\$21.23	\$21.71	\$22.14	\$22.58	\$23.03

Exhibit A

Job Title	Effective 10/31/2016	Effective 10/31/2017	Effective 10/31/2018	Effective 10/31/2019	Effective 10/31/2020	Effective 10/31/2021
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Local 1978

Finished Products						
Crew Chief	\$36.82	\$37.74	\$38.59	\$39.36	\$40.15	\$40.95
1st Machine Operator	\$34.81	\$35.68	\$36.48	\$37.21	\$37.95	\$38.71
2nd Machine Operator	\$32.87	\$33.69	\$34.45	\$35.14	\$35.84	\$36.56
Dry End Operator	\$31.92	\$32.72	\$33.46	\$34.13	\$34.81	\$35.51
Winder Operator	\$29.25	\$29.98	\$30.65	\$31.26	\$31.89	\$32.53
4th Operator	\$25.99	\$26.64	\$27.24	\$27.78	\$28.34	\$28.91
5th Operator	\$24.12	\$24.72	\$25.28	\$25.79	\$26.31	\$26.84
6th Operator	\$22.51	\$23.07	\$23.59	\$24.06	\$24.54	\$25.03
Utility	\$20.73	\$21.25	\$21.73	\$22.16	\$22.60	\$23.05
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84
PS&D						
Shipper	\$29.29	\$30.02	\$30.70	\$31.31	\$31.94	\$32.58
Hydrapulper Operator	\$25.44	\$26.08	\$26.67	\$27.20	\$27.74	\$28.29
Loader	\$22.61	\$23.18	\$23.70	\$24.17	\$24.66	\$25.15
Inside Strapper	\$20.94	\$21.47	\$21.95	\$22.39	\$22.84	\$23.30
Outside Strapper	\$20.73	\$21.25	\$21.73	\$22.16	\$22.60	\$23.05
Spare Hand	\$19.64	\$20.13	\$20.58	\$20.99	\$21.41	\$21.84
Courtland						
Red Circle Rate	\$20.71	\$21.23	\$21.71	\$22.14	\$22.58	\$23.03

Local 1458

Stores

Storeroom Clerk - Days	\$23.44	\$24.03	\$24.57	\$25.06	\$25.56	\$26.07
Storeroom Clerk - Shift	\$23.89	\$24.49	\$25.04	\$25.54	\$26.05	\$26.57

Maintenance

Top Mechanic - Day	\$34.47	\$35.33	\$36.13	\$36.85	\$37.59	\$38.34
Top Mechanic - Shift	\$34.92	\$35.79	\$36.60	\$37.33	\$38.08	\$38.84
10th Level Mechanic	\$31.92	\$32.72	\$33.45	\$34.12	\$34.81	\$35.50
9th Level Mechanic	\$29.52	\$30.26	\$30.94	\$31.56	\$32.19	\$32.83
8th Level Mechanic	\$27.97	\$28.67	\$29.31	\$29.90	\$30.50	\$31.11
7th Level Mechanic	\$26.56	\$27.22	\$27.84	\$28.39	\$28.96	\$29.54
6th Level Mechanic	\$25.20	\$25.83	\$26.41	\$26.94	\$27.48	\$28.03
5th Level Mechanic	\$24.10	\$24.70	\$25.26	\$25.76	\$26.28	\$26.80
4th Level Mechanic	\$22.95	\$23.52	\$24.05	\$24.53	\$25.02	\$25.53
3 rd Level Mechanic	\$21.74	\$22.28	\$22.78	\$23.24	\$23.71	\$24.18
2 nd Level Mechanic	\$20.67	\$21.19	\$21.66	\$22.10	\$22.54	\$22.99
1 st Level Mechanic	\$19.72	\$20.21	\$20.67	\$21.08	\$21.50	\$21.93
Dinosaur Operator	\$21.94	\$22.48	\$22.99	\$23.45	\$23.92	\$24.40
Service Crew	\$19.19	\$19.67	\$20.11	\$20.51	\$20.92	\$21.34

Exhibit B

Job Title	Effective 10/31/2016	Effective 10/31/2017	Effective 10/31/2018	Effective 10/31/2019	Effective 10/31/2020	Effective 10/31/2021
Local 462						
Woodyard						
Woodyard Operator	\$26.69	\$27.36	\$27.98	\$28.54	\$29.11	\$29.69
Asst. Woodyard Operator	\$22.04	\$22.59	\$23.10	\$23.56	\$24.03	\$24.51
Equipment Operator - Day	\$20.49	\$21.00	\$21.47	\$21.90	\$22.34	\$22.79
Equipment Operator - Shift	\$20.49	\$21.00	\$21.47	\$21.90	\$22.34	\$22.79
Slasher Operator	\$19.72	\$20.21	\$20.66	\$21.07	\$21.49	\$21.92
Control Operator	\$18.56	\$19.02	\$19.45	\$19.84	\$20.24	\$20.64
Woodyard 1st Helper	\$17.40	\$17.84	\$18.24	\$18.60	\$18.97	\$19.35
Woodyard 2nd Helper	\$17.00	\$17.43	\$17.82	\$18.18	\$18.54	\$18.91
Spare Hand	\$15.09	\$15.47	\$15.82	\$16.14	\$16.46	\$16.79
Pulp Mill						
Crew Leader	\$32.48	\$33.29	\$34.04	\$34.72	\$35.41	\$36.12
1st Asst. Operator	\$29.02	\$29.75	\$30.42	\$31.03	\$31.65	\$32.28
2nd Asst. Operator	\$24.37	\$24.98	\$25.54	\$26.05	\$26.57	\$27.10
Utility	\$18.95	\$19.42	\$19.86	\$20.26	\$20.67	\$21.08
Spare Hand	\$15.09	\$15.47	\$15.82	\$16.14	\$16.46	\$16.79
Chemical						
Crew Leader	\$32.48	\$33.29	\$34.04	\$34.72	\$35.41	\$36.12
Chemical Operator	\$29.02	\$29.75	\$30.42	\$31.03	\$31.65	\$32.28
Evaporator Outside Tender	\$20.49	\$21.00	\$21.47	\$21.90	\$22.34	\$22.79
Day Outside Tender	\$20.06	\$20.56	\$21.02	\$21.44	\$21.87	\$22.31
Chemical Outside Tender	\$19.72	\$20.21	\$20.66	\$21.07	\$21.49	\$21.92
Spare Hand	\$15.09	\$15.47	\$15.81	\$16.14	\$16.46	\$16.79
Steam & Power						
Crew Leader	\$32.48	\$33.29	\$34.04	\$34.72	\$35.41	\$36.12
A Operator	\$29.02	\$29.75	\$30.42	\$31.03	\$31.65	\$32.28
Auxiliary Operator	\$25.53	\$26.17	\$26.76	\$27.30	\$27.85	\$28.41
A Tender	\$22.44	\$23.00	\$23.52	\$23.99	\$24.47	\$24.96
B Tender	\$21.27	\$21.80	\$22.29	\$22.74	\$23.19	\$23.65
3rd Helper	\$17.78	\$18.22	\$18.63	\$19.00	\$19.38	\$19.77
Spare Hand	\$15.09	\$15.47	\$15.82	\$16.14	\$16.46	\$16.79
Technical						
Technical Operator	\$22.81	\$23.38	\$23.91	\$24.39	\$24.88	\$25.38
Product Tester	\$19.33	\$19.81	\$20.26	\$20.67	\$21.08	\$21.50
Process Tester A	\$17.40	\$17.84	\$18.24	\$18.60	\$18.97	\$19.35
Process Tester B	\$17.00	\$17.43	\$17.82	\$18.18	\$18.54	\$18.91
Spare Hand	\$15.09	\$15.47	\$15.81	\$16.14	\$16.46	\$16.79
Courtland Red Circle						
Tier II - Operation Employee						

Exhibit B

Job Title	Effective 10/31/2016	Effective 10/31/2017	Effective 10/31/2018	Effective 10/31/2019	Effective 10/31/2020	Effective 10/31/2021
Local 1978						
Finished Products						
Crew Chief	\$32.48	\$33.29	\$34.04	\$34.72	\$35.41	\$36.12
1st Machine Operator	\$29.02	\$29.75	\$30.42	\$31.03	\$31.65	\$32.28
2nd Machine Operator	\$27.07	\$27.75	\$28.37	\$28.94	\$29.52	\$30.11
Dry End Operator	\$25.12	\$25.75	\$26.33	\$26.86	\$27.40	\$27.95
Winder Operator	\$23.96	\$24.56	\$25.11	\$25.61	\$26.12	\$26.64
4th Operator	\$20.89	\$21.41	\$21.89	\$22.33	\$22.78	\$23.24
5th Operator	\$19.72	\$20.21	\$20.66	\$21.07	\$21.49	\$21.92
6th Operator	\$18.56	\$19.02	\$19.45	\$19.84	\$20.24	\$20.64
Utility	\$17.78	\$18.22	\$18.63	\$19.00	\$19.38	\$19.77
Spare Hand	\$15.09	\$15.47	\$15.81	\$16.14	\$16.46	\$16.79
PS&D						
Shipper	\$23.60	\$24.19	\$24.73	\$25.22	\$25.72	\$26.23
Hydrapulper Operator	\$21.65	\$22.19	\$22.69	\$23.14	\$23.60	\$24.07
Loader - Shift	\$18.56	\$19.02	\$19.45	\$19.84	\$20.24	\$20.64
Inside Strapper	\$17.40	\$17.84	\$18.24	\$18.60	\$18.97	\$19.35
Outside Strapper	\$16.64	\$17.06	\$17.44	\$17.79	\$18.15	\$18.51
Spare Hand	\$15.09	\$15.47	\$15.81	\$16.14	\$16.46	\$16.79
Courtland Red Circle						
Tier II - Operation Employee						
Local 1458						
Stores						
Storeroom Clerk - Days	\$18.95	\$19.42	\$19.86	\$20.26	\$20.67	\$21.08
Storeroom Clerk - Shift	\$19.33	\$19.81	\$20.26	\$20.67	\$21.08	\$21.50
Maintenance						
Journeyman III - Shift	\$33.19	\$34.02	\$34.79	\$35.48	\$36.19	\$36.91
Journeyman III	\$32.56	\$33.37	\$34.12	\$34.81	\$35.50	\$36.21
Journeyman I	\$29.10	\$29.83	\$30.50	\$31.11	\$31.73	\$32.37
Trainee/Helper	\$22.13	\$22.68	\$23.19	\$23.66	\$24.13	\$24.61
Dinosaur Operator	\$17.40	\$17.84	\$18.24	\$18.60	\$18.97	\$19.35
Service Crew	\$15.48	\$15.87	\$16.22	\$16.55	\$16.88	\$17.22
Operations Transfer	\$24.83	\$25.45	\$26.02	\$26.54	\$27.07	\$27.62

**SUMMARY OF AGREEMENTS
USW INTERNATIONAL UNION**

and

**LOCAL UNIONS 462, 1458,
and 1978**

and

INTERNATIONAL PAPER

PRATTVILLE MILL

November 1, 2016

To

November 1, 2022

1. Health Care Plan

Active Medical

Medical coverage and cost sharing as outlined in the 2015 Mill Master Agreement will be incorporated into the Prattville Mill Renewal Agreement.

Dental

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

Flexible Spending Account

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

- A) Eligibility for coverage is on the first day of the month following one month of continuous employment.
- B) Benefit continuation for temporary layoff will be for two months following the month of layoff; thereafter COBRA will apply.
- C) Benefit continuation for temporary disability: Employee will pay the active employee contribution for a period not to exceed 12 months; thereafter COBRA will apply.
- D) There will be no COBRA benefits for the employee or family members beyond which the law provides.

Health and Welfare Indexing

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

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

Indexing Parameters

Plan provision and vendor changes to these plans will be indexed to changes made to core company plans.

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

Retiree Medical

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

Retirees will be offered the same Pre 65 coverage as active employees.

Effective October 1, 2014, the IP Medicare Supplemental Benefits Plan for will be discontinued for all employees that retire on or after October 1, 2014. New Post-65 retirees will be provided assistance by a third party vendor (currently OneExchange) in the selection of private coverage.

2. Basic Life & AD&D

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

Effective January 1, 2015, the benefit amount has increased to \$45,000 for all employees as negotiated in the 2015 Mill Master Agreement. The Company will continue to honor grandfathered benefit amounts or whichever is greater.

Basic AD&D

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

Effective January 1, 2015, the benefit amount has increased to \$45,000 for all employees as negotiated in the 2015 Mill Master Agreement

Business Travel

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

Survivor Benefits

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

Optional Coverage

Both company and non-company sponsored insurance programs may be made available to employees from time to time.

Employees will be responsible for the full cost of any elected coverage.

3. Pension:

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

Effective January 1, 2017 the benefit multiplier will be \$55.00 for all years of service for retirements after the effective date.

5. Savings Plan:

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

The current Company Match, as negotiated in the 2012 Mill Master Agreement, is 50 percent on up to six percent of Employee Contributions

6. Meal Policy:

An employee required by the Company to work ten hours shall receive time to eat as reasonably close to the 10 hour interval as conditions permit. Should an employee continue working at premium pay, he shall receive time to eat as reasonably close to subsequent 5hour intervals as conditions permit. An employee who is called in without two hours' notice prior to reporting shall receive time to eat as reasonably close to the twohour interval and subsequent fivehour intervals as conditions permit.

7. Sickness & Accident:

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

is contained in the Plan provisions outlined in the applicable SPD.

The current weekly benefit amount is equal to 50% of the permanent rate times 40 hours with \$290 minimum; based on 7 day work week.

Effective January 1, 2015, increase the minimum weekly benefit amount of \$290 to \$325 for illnesses and injuries incurred on or after January 1, 2015 as negotiated in the 2015 Mill Master Agreement.

Effective January 1, 2018, increase the minimum weekly benefit amount of \$325 to \$350 for illnesses and injuries incurred on or after January 1, 2018.

8. Safety Eyeglasses:

The Company will furnish, at its expense, prescription type safety eyeglasses to each employee who needs eyeglasses. This policy includes a trifocal on the top of the lens, provided the frames and lens meet safety glasses specifications. The employee is expected to furnish a current prescription from an eye doctor, either ophthalmologist or optometrist which the Company will select. The examination will not be paid for by the Company. Replacement lenses and frames will be furnished when there is reasonable medical cause for change. The employee is expected to take care of his eyeglasses and see that they are not lost or carelessly damaged. Everyone should keep in mind at all times that he must take care of his eyes by wearing the protective devices needed in specific areas and assignments.

9. Safety Shoes:

The Company will provide a \$125 per year allowance to be used toward the purchase of safety shoes.

10. Pay Practice OntheJob Injuries:

If an employee is determined to be disabled due to an onthejob injury, he will be paid for the full time he was scheduled on the day of the injury or the day of the first doctor's visit. If subsequent visits to the doctor are necessary, such visits during an employee's scheduled work time will be paid for by the Company. Should the doctor determine that it would not be

in the employee's best interest to perform work of any nature for the remainder of the day, he will be paid for the remainder of the scheduled workday. This procedure is contingent upon the Company's prerogative to select the doctor to be consulted and that the employee notifies his supervisor and/or Company representative on the day the injury occurs. The Company doctor at the mill site will be the primary attending physician for onthejob injuries. In the event he is not available and another doctor must be consulted, a list of five doctors provided by the Medical Department will be available for the employee and the Medical Department to mutually select from. All employee notification and reporting practices will remain in effect.

11. ERT Death Benefit

The Company will provide three months of pay (3 months x 173.33 hours/month x employee's permanent rate) continuation to the family of any Emergency Response Team member who is fatally injured while responding to an emergency.

12. Expansion Staffing:

When staffing permanent jobs due to mill expansion, the Company will consider the preference of qualified employees prior to hiring new employees. The final decision will rest with the Company.

13. Transfers:

A transfer is a permanent move from a job in one line of progression or the Service Crew to the starting job in another line of progression or Dinosaur Operator classification.

An employee who wishes to transfer must make an application to Human Resources. An employee may submit an application for as many departments as he desires provided he is qualified. The application will be considered active unless the employee notifies Human Resources that he no longer wishes to be considered for transfer into a specific department. If an employee withdraws an application from a specific department, he may not reapply to that same department for a period of 12 months.

If a vacancy occurs, it will be filled by the most senior employee who has an active application on file when the job is vacated, provided he meets the qualifications and standards of the va-

cant job. Should the Company delay filling a vacancy this employee will retain the right to fill it.

In the event an employee fails to meet the qualifications in a line of progression, the Company will permit such employee to request to be re-tested, but no earlier than six months from the time of the last test. In the event the qualification relates to a skill area such as math, the Company will permit retest on evidence that the affected employee has shown successful completion of a related course.

Upon transferring to a new department, there will be a 120 day probationary period to determine if the employee meets the qualifications and standards of the vacant job. During this time, the department will evaluate the employee's performance at least every 30 days. If, during or at the end of the probationary period, the employee has not performed satisfactorily as determined by the department manager, the employee will be returned to their previous department once the Union President or his designee concurs with the department manager's decision. Once the employee is returned to his previous position, he will retain his seniority in that position.

Upon transferring to a new job, the employee will have his seniority protected in the job and the department from which he transferred for five (5) actual days worked to be exercised if the employee desires to return to the job vacated. If the employee does not notify HR that he desires to return to his previous job immediately after working the five (5) days in the new department, he will be considered as having accepted the transfer. At the end of the five (5) day period the employee will be responsible for completing a form indicating whether or not he desires to remain in the new department. After receiving the completed form, the Company will provide a copy of the completed form to the appropriate Union President(s).

An employee who has received a transfer may not apply for a subsequent transfer until a 12 month period has elapsed. A new hire into a department may not apply for a transfer until a 24 month period has elapsed.

If an employee does not wish to accept an offer to transfer to a department for which he has submitted an application (other

than the Maintenance Department), his application to that department will be withdrawn and he may not reapply to that department for a period of 12 months.

14. Safety:

- A. The Company is taking steps to emphasize its policy that the personal safety of the employees is the first and paramount item considered in any work assignment. In connection with this, it affirms again at this time that an employee who has reasonable concern that a given work assignment may be dangerous to himself or others may decline to perform the assignment.

Among the additional safety matters under consideration for early handling are:

People will be speedily trained in comprehensive first aid practice aimed at providing a number of such people in the Plant at all times.

The expediting of securing of doctor's services even for minor injuries is being actively pursued.

The emergency vehicle will be equipped with suitable signs, flashing lights, etc.

The Company will provide such protective devices and equipment, including boots, as is deemed necessary.

- B. A "lockout" procedure will remain in place.
- C. It is the Company's intention to see that each employee is carefully and specifically instructed as to his and his fellow workers' safety. Among the methods for doing this will be safety meetings, lectures, demonstrations, etc., from time to time.
- D. The Company agrees to the establishment of a joint Union Management Safety Committee. This committee will consist of a Union representative from each department to be selected by the Union. The Company will appoint the Mill Safety Director and the Mill Manager or his designate.

The committee will meet quarterly to review the effectiveness of existing safety programs and safety performance.

In the event of a lost time accident, the committeeman from the department in which the accident occurred will participate in the accident investigation.

15. Relief:

In the case of a tour worker who has been properly relieved, he is free to leave his job. In the event it is necessary for him to remain at his work station after being properly relieved, the appropriate overtime sections will be applicable.

16. Pay Computation:

An employee's time for payroll purposes will be computed to the nearest quarter hour.

17. Temporary Employees:

In a layoff or shutdown of a full workday or more, temporary employees will be laid off first.

18. Attendance:

The Company will use a plan to correct or control unsatisfactory attendance problems which will be based on all the known facts and merits of the individual case and not solely on the number of absences or number of days of absence. .

Unforeseen absences or the inability of an employee to work a normal satisfactory schedule over a reasonable time (it's recognized that anyone will occasionally have reasons that require absence) cause not only serious inconvenience to shift mates who must cover for the absent one but also extra expense and loss of production.

The Union and the Company have a mutual interest in each employee maintaining his attendance at a normal, satisfactory level. If it appears that an individual has an attendance problem the Company will enlist the aid of Union Officers or Committeemen before taking any disciplinary action.

The Company will employ the following progressive discipline system to address attendance issues:

- Verbal Warning
- Written Warning
- Written Warning in Lieu of Suspension
- Termination

Employees who complete any twelve month period with no occasions will be moved back one step in the above process.

In each case the Human Resources Department will be kept advised. No reprimand or other disciplinary measures will be taken without the approval of the Human Resources Department.

19. Elections:

Employees whose work schedules conflict will be allowed necessary time off without pay to vote in Union and Governmental elections. The time off shall include reasonable time for travel to the polls and cleaning up at the plant, if necessary.

20. Vacation Scheduling During Shutdown:

During a partial mill shutdown the Company will not require employees to schedule vacation who had not previously scheduled such time off. Employees who have only one week's vacation left will not be required to schedule that week during any shutdown.

21. Schedules Mill Shutdowns:

In scheduled mill shutdowns, operating employees who are laid off from their own department may volunteer to work in the Maintenance Department and/or the Service Crew.

The Company will determine the time and the number of people required.

Assignments Within Own Department

- A. Job assignments will be made in accordance with Section 18 F., Demotion and Layoff, p. 18 and 19.
- B. An employee returning from vacation during a layoff will be scheduled to work on his normal off days during the week of return provided his seniority allows and if such work time does not cause him to exceed five working days in that week.

- C. Vacancies due to absence of relief which will be filled on overtime will be filled in accordance with Section 18 E., 2. Temporary Promotions Vacancies, paragraph (a), using the posted schedule.
- D. No one will have the right to work a full week in his department and also work his off days in the Service Crew or the Maintenance Department.
- E. An employee who is not laid off out of his department will be scheduled so that no time will be lost from his regular work week in relation to employees with less seniority. If an employee is scheduled to work a double shift because of this provision he will not receive overtime pay which might normally accrue.

Assignment to Maintenance and The Service Crew

- A. Employees not scheduled to work in their own department on the day(s) Maintenance or the Service Crew needs additional people will be scheduled unless such work time would cause them to work more hours than their regular work week.
- B. Employees will be assigned based on plant seniority with the most senior employees assigned to Maintenance.
- C. Employees assigned to Maintenance will be paid Trainee/Helper Mechanic rate.
- D. Employees assigned to the Service Crew will be paid Service Crew rate.

An employee working a temporary assignment during a scheduled mill shutdown will not receive overtime pay which might normally accrue from working more than 8 hours in a 24hour period caused by being scheduled into or out of the temporary assignment.

Anyone who volunteers to work in Maintenance and the Service Crew during the shutdown must work on the days assigned. If he is absent on more than one occasion during any twoyear period, he will forfeit his privilege to work on future shutdowns occurring

in the 12month period following his second absence. Unless an error in scheduling is pointed out to the Company within 48 hours of posting, the schedule will be considered correct.

All previous agreements and understandings concerning temporary assignment during mill shut-downs are void.

22. Union Training Schools, etc.:

The Company will make every reasonable effort to handle work schedules so as to permit two persons from each affected local to be away from work to attend Union training schools, conventions, etc. Where practical, up to 4 people from each local or one person per department will be permitted to be away for such purposes.

23. Spare Hand Concept:

The Spare Hand is the entry level job in a line of progression. The purpose of the Spare Hand is to provide employees who are available to fill vacancies by means of shift setup and when not setup to perform cleanup.

Shift set ups may be implemented to fill vacancies which exist from the first day of the vacancy. This will result in the Spare Hand being set up if qualified.

Spare Hands may be set up across shift lines which may result in Spare Hands working on more than one shift in a work week

Seniority will be honored when setting up Spare Hands on shift or across shift lines. However, if a Spare Hand moves to another shift he would not be setup above the regular Spare Hand on that shift regardless of seniority.

When extra help is needed in a classification for which the Company elects to use overtime, the hours will be worked in accordance with the procedures for filling vacancies given in Section 18, Paragraph E. 2. (a). This practice will not alter the crew concept. The Spare Hand will not be replaced if setup or absent unless deemed necessary by the Company.

24. DEPARTMENTAL AGREEMENTS

The following departmental agreements and understandings will be considered a part of the "Complete Agreement" understanding except where changed by the Labor Agreement. It is understood that these understandings are subject to modification or alteration as discussed in Section TwentyThree. Overtime assignment agreements will be amended to reflect changes in the mill overtime procedure given in Section 18, Paragraph E.2. (a).

Interlocal

- Pension Council Agreement (dated 5/30/03)
- Behavior Based Safety Agreement (dated 4/04)

Local 1458

- Maintenance Planner Agreement (dated 12/16/04)
- Maintenance Safety Coordinator Agreement (dated 5/30/03)

Maintenance:

- Service Crew Overtime List Guidelines (6/25/85)
- Dinosaur Operator Overtime Assignment Procedures (Letter dated 3/28/97)

Stores:

- Procedure Filling Storeroom Vacancies (letter of 5/20/86)
- Storeroom Shift Assignment and Swap Procedure (letter of 6/20/86)
- Selection Criteria for Overtime Hours (Letter of 10/24/96)

Local 462

- Local 462 Long Term Assignment Agreement (dated 3/13/08)

Pulp and Wood and Chemical:

- CallIn Procedure Employee Scheduled for Training (letter of 10/24/78)
- Overtime Procedure Foreseen Vacancies (letter of 4/10/78)
- Woodyard Scheduling Agreement for Weekday Employees (Letter of 8/8/95 and 8/18/95)

- Call-in Procedure – 12 Hour Shifts (Memo dated 7/10/80)
- Woodyard Extra Help Procedure (Memo dated 4/30/97)
- Woodyard Call-in Procedure (dated 7/1/05)
- Fibers Overtime Giveaway Agreement (dated 9/18/08)

Power and Recovery:

- CallIn Procedure Absence of Relief, 12Hour Shifts (handout dated 11/14/80, revised 11/1/83, revised 10/92)
- Shift Swap Procedure (handout dated 11/14/80)
- Extra Help in the Third Helper Classification (7/8/82, revised 11/1/83)
- Absence of Relief in Job Categories With More Than one employee (7/8/82, revised 11/1/83, revised 6/12/84))

Local 1978

- Local 1978 Long Term Assignment Agreement (dated 3/13/08)
- Cross Machine Agreement (dated 10/1/08)

Paper:

- Layoff Scheduling Procedure (letter dated 3/22/83)
- Filling of Vacancies Procedure (Memo dated 8/5/91)
- Temporary Promotions (Memo dated 2/10/99)
- Vacation Agreement (Dated 9/30/2004)
- Create a vacancy to fill a vacancy (dated 1/31/08)
- Procedure for Giving Away Scheduled Overtime (dated 2/1/08)
- Extra Help Procedure (dated 10/2/08)

Shipping:

- Layoff Scheduling Procedure (Letter dated 3/22/83)
- Procedure for Shipping, Loader Assignments (Memo dated 10/21/98)
- Extra Help Procedure in Shipping when Hydrapulper down (Letter of 12/8/78)
- Shift Vacancy and Extra Help Procedure (dated 6/1/07)

- Voluntary and Involuntary Overtime letter (dated 3/29/04)
- Procedure for Giving Away Scheduled Overtime and Swaps (dated 3/19/07)

25. Payroll Checks:

- A. Employees will be paid on a biweekly cycle. This will ensure employees are paid once every two (2) weeks in accordance with the provisions of the labor agreement.”
- B. Payroll deductions for Hospital Surgical Insurance will be cut in half and made twice each month rather than once.
- C. Payroll check stubs will state accumulations of salary and specified deductions for the calendar year.

26. Service Crew:

The Service Crew performs all labortype work as the Reserve Labor Crew performed in the past, including the operation of equipment such as frontend loader, bush hog, Dempster Dinosaur, etc.

Service Crew members who have active transfer requests on file will be given first consideration on a seniority basis for extended temporary vacancies which cannot be met within a department. When an employee with a transfer request on file is not initially available to fill a vacancy in his requested department due to being assigned elsewhere and subsequently becomes available, he will be assigned to fill the remainder of the vacancy only when it can be scheduled on a weekly basis. It is understood that at least two Service Crew employees qualified to operate the Dempster Dinosaur will be retained in the Service Crew and will not be considered for temporary transfer.

27. Flexibility

There will be no jurisdictional restrictions between classifications in the Prattville Mill, including production vs. production, maintenance vs. maintenance, and production vs. maintenance. Any employee may be assigned to perform any work, which he/she is qualified to safely perform. The

above language supersedes all existing language, position statements, special agreements, letter of instruction, grievance answers, or arbitration awards, or any other source related to jurisdictional work assignments prior to November 1, 2004.

The company agrees that no employee will be laid off, terminated, or suffer a reduction in wage rate or classification as a result of the implementation of this provision.

Local 1458

28. Tools:

The Company will furnish the initial set of maintenance tools which will remain the property of the Company and may be inspected periodically. Each employee is responsible for replacing such tools, except for damaged or broken tools.

Consideration will be given to replacing tools due to a substantial loss during the performance of maintenance work. Each employee will be furnished a locker for the tools in his care.

29. Maintenance Shift Work Assignments:

Choice for shift work will be made on a job seniority basis consistent with the individual having the background and ability to perform the work satisfactorily. This choice will normally be made every 12 months at twoweek intervals. If a mechanic is forced on shift, the remainder of the 12 month tour will remain available for seniority sign-up.

If the company elects to fill a shift vacancy, the vacancy will be filled in accordance with the following procedure—Filling Temporary Shift Vacancies. Please note that there may be times that Shift mechanics will be required to work for continuity or talent reasons.

Procedure—Filling Temporary Shift Vacancies

When the company elects to fill a shift vacancy, the vacancy will be filled by the following procedure:

The following will apply to vacancies that are not known by Tuesday before 1:00pm of the prior week and will apply to known vacancies that are less than a week in duration. (This will include personal holidays and VODATS and VTHATS).

1. The employee not receiving relief will have the preference of working the vacant shift. If the employee chooses not to work the vacancy, he/she may be required to stay until a relief is secured.
2. Offer the shift double to the off going shift mechanics, dependent on the craft required (E & I or Mechanical), in the unaffected areas.
3. Call the incoming shift mechanics starting in the affected area, then the other incoming shift mechanics dependent on the craft required.
4. Call the off duty shift mechanics starting in the affected area, then the other off duty shift mechanics dependent on the craft required.
5. Call any mechanic who has the talent to perform the work.
6. If a substitute is not available, the employee not receiving relief may be required to work the extra shift.

The following will apply to shift vacancies that are known prior to the Tuesday before 1:00pm of the prior week and are one week or greater in duration.

1. The company will post the vacancy.
2. Day mechanics with the talent who wish to work the vacancy will sign up by Tuesday before 1:00pm of the prior week.
3. The senior mechanic with the talent will be scheduled to work the vacancy.

4. If after posting, there is still a need to fill the vacancy, the most junior mechanic(s) with the talent will be scheduled to work the given vacancy.

The vacancy will remain posted until a mechanic signs up to fill the remainder of the vacancy.

30. Maintenance Shift Differential:

Mechanics who are scheduled and work on shifts, i.e., 7 a.m. to 7 p.m., 7 p.m. to 7 a.m., 3 to 11, or 11 to 7, will be paid the shift differential normally paid. A shift differential will not be paid on call outs or extension of shifts.

31. Contracting Work:

The company shall have the right to enter into agreements with independent contractors to perform any construction or maintenance work. Also, other service work within or around the mill operations may be contracted out.

When mill-site maintenance or construction work is contracted out, the company will notify the union prior to the contractor commencing work. When requested by the union, the company will meet and explain the reasons for such contracting out. If further questions remain, the Mill Manager will meet with the International Representative and the local committee to provide further clarification for the decision.

32. Hiring in Maintenance:

The Company will hire qualified applicants at any Mechanic level. If openings for mechanics at any level occur the Company will give first preference to qualified employees with active transfer requests on file prior to filling the jobs from the outside.

The Company will assist via the Tuition Refund Program employees with active transfer requests to Maintenance who wish to pursue on their own time skills training at trade schools, special courses, and other programs in order to assist them in qualifying for a Maintenance opening at a particular level. The Company will advise employees of the qualifications necessary to transfer to the various levels.

33. Maintenance Qualifications & Training

The company will set minimum qualifications for mechanics at each level in the Maintenance line of progression. These qualifications must be met before a progression mechanic is promoted to the next level. A mechanic's qualifications will be determined using a variety of assessments, including written tests, hands on demonstrations, and on the job evaluation.

The company also reserves the right to assess the skills of mechanics who have already progressed to the Top Mechanic level and to require further training if the company deems it necessary. The purpose of these assessments shall be strictly to determine training needs.

Maintenance Trainers

The Company will set qualifications for trainers. When Maintenance trainers are needed, an announcement will be posted and any Maintenance employee may express an interest in being considered at this time. Employees who meet the qualifications will be interviewed by a panel consisting of an equal number of Union and Company representatives and the trainers will be selected based on a consensus agreement of the panel.

Maintenance trainers will serve the life of the training assignment, not to exceed two years, unless both the Company and the Union agree to extend the assignment. If the Company and the Union agree that a trainer should not continue in the position prior to the end of the assignment, another employee will be selected using the above procedure.

Note: All current trainers who have served in an assignment for more than two years will complete a transition period not to exceed one year from the date of ratification.

Long Term Assignment –

In the event that a new long term assignment is created or an opening in an existing one occurs the position will be posted for at least two weeks. The posting will include the proposed qualifications and the duties of the assignment. These assignments include and are not limited to

lubricator, reliability inspector, machine shop machinist, pump shop mechanic, motor champion, valve champion, and planner. The company will provide a list of duties for these assignments on an annual basis. It is also recognized that these long term assignments are considered job assignments. The decision as to who will receive the long term assignments rests solely with the company.

34. Maintenance Job Seniority:

Job seniority begins when an employee is hired or transferred into the maintenance department. In the case of two or more employees hired and/or transferred on the same day, their relative job seniority will be the same as their plant seniority.

36. Maintenance Temporary Supervision During Shutdowns:

During a shutdown which results in Maintenance employees being laid off, the Company will not assign a junior hourly employee to a temporary maintenance supervisory position while more senior employees are laid off.

37. Storeroom Clerks Seniority:

The Storeroom Clerk with the greatest job seniority will be given first opportunity to work at the Stores counter or receiving.

38. Maintenance Vacation Scheduling:

A. A minimum of 10% of Maintenance employees will be permitted to be on vacation at the same time.

B. The Company reserves the right to block out vacations for all Maintenance employees during planned shutdowns. The Company will not block out vacations for Maintenance employees the week before planned shutdowns.

39. Storeroom Staffing:

Future hires or transfers into the Stores Department will begin at the hirein rate and progress through the step rates to the Storeroom Clerk level.

40. Storeroom Vacation

During the months of June, July, and August, two Store-room Clerks will be permitted to be on vacation at the same time. During the remaining months of the year, this will also be permitted unless a clerk (s) is already scheduled for personal holidays during that week. In such cases, only one clerk will be permitted to take vacation.

41. Storeroom Shift Differential:

The day Storeroom employees who work a regularly scheduled shift which extends past 3:30 p.m. will be paid shift differential for scheduled hours which are worked between 3:00 p.m. and 7:00 a.m.

42. Maintenance Opportunity for Overtime:

The following describes how overtime will be distributed among mechanics. This procedure will be used where practical and in no way restricts the company's ability to obtain the necessary skills and number of people to perform the required jobs. All mechanics are expected to maintain the mill, which includes working a reasonable amount of overtime when needed.

DAY MECHANICS:

*Hold Over/Scheduled In Overtime:

- 1) In an effort to efficiently maintain the mill, the Company has a right to hold over or schedule in employee(s) already working on a job for the purpose of continuity in the following situations:
- 2) For jobs which are not critical, the Company will offer employees already working on the job the opportunity to hold over.
 - ❖ In critical situations, the Company may elect to require employees already working on the job to hold over.
 - ❖ In cases where additional mechanics are needed, employees in that crew who have the talent and who have "signed on" will work the given assignment. (If there are more mechanics in that crew that have "signed on" to work than

the number of mechanics needed for the job, the employee(s) highest on the Master Overtime list with the talent will work the assignment.)

- 3) If there is still a need for additional assistance, the mechanic(s) that have "signed on" outside the crew with the talent will work the given assignment. The order in which they will work will begin with the highest mechanic on the Master Overtime List.
- 4) If there are not enough mechanics that have "signed on" to work, the mechanic(s) with the talent in that crew will be required to stay. The order in which they will be required to work will begin with the mechanic in that crew who is highest on the Master Overtime List.
- 5) If there is still a need for additional assistance, the mechanic(s) that have the talent will be required to work. The order in which these mechanics will be required to work will begin with the mechanic(s) highest on the Master Overtime List.

*Call In Overtime:

- 1) Employees in the crew who have the talent and who have "signed on" will be called and expected to work. These employees will be called beginning with the highest person listed on the Master List.
- 2) If additional assistance is needed outside the crew, the company will use the Master List and call the mechanics with the talent who have "signed on" to work. These employees will be called beginning with the highest person listed on the Master List. In this situation, the mechanic will be expected to work.
- 3) If there is still a need for additional mechanics, the company will contact any mechanic with the talent to perform the work. This may include mechanics that are temporarily set up. In this situation, the mechanic will be expected to work.

*Please note that this will not prohibit management from securing mechanics outside the crew based on talent needs regardless of whether the employee has "signed on" or not. Management may secure needed talent at any point in the above-mentioned overtime guidelines. As is relates to this procedure, any references to a crew means the area for

which work needs to be performed. As it relates to talent, it is within the company's discretion to determine who has the talent to perform the work.

By 12:30 p.m. each day, mechanics that want to work overtime will "sign on" to work any overtime. No later than 12:30 p.m. on Friday, mechanics will indicate whether they want to work any weekend opportunities utilizing the same system. Employees not desiring to work will not sign on to work overtime. Any employee who has "signed on" to work overtime will be required to work when notified of an opportunity. No mechanic should leave work each day without first checking to see if they have been scheduled or held over to work.

A master overtime list will be updated on a daily basis based on overtime hours worked. During the time that an employee is on military duty/leave, vacation, personal holiday, funeral leave, temporarily set up or on medical leave, employees will not be included on the Master List. For any leave of absence including military, medical etc. It will be the mechanics responsibility to notify the department secretary as to when they are leaving and when they return. The mechanic will then be taken off the Master List during their leave and added to the list upon his/her return. The master list guide lines will be set by the Union and reviewed on an annual basis.

43. Dinosaur Operator Assignment Procedure:

The following is our understanding with regard to the Dinosaur Operator classification:

The Dinosaur Operator will be made a permanent job classification. The Company will determine the number of employees to be permanently transferred to this classification.

There will be occasions when Service Crew employees will operate the Dinosaur on a temporary basis. In such cases the employees will be paid the Dinosaur rate on a "when used" basis rather than holding to the threehour basis.

The Company will determine the number of Service Crew employees to train to operate the Dinosaur. Preference for this training will be given in seniority order.

It is understood that at least two Service Crew employees qualified to operate the Dempster Dinosaur will be retained in the Service Crew and will not be considered for temporary transfer.

If a call out on the Dinosaur job is needed, the permanent Dinosaur Operators will be called first in order of seniority. If none are available Service Crew members who are qualified to operate the Dinosaur will be called in order of seniority. If, despite the number trained, no Dinosaur Operator is available in the Service Crew when needed, then any employee elsewhere with the Dinosaur Operator training will be used. If that person's then current rate is higher than the Dinosaur Operator rate, his current higher rate will be paid for the time he operates the Dinosaur.

In a permanent reduction in force, employees in the Dinosaur Operator classification may be displaced in accordance with the provisions of Section 18.G. They may not be displaced by employees on temporary layoff.

Local 1978

44. System of Relief:

Job classifications in Paper, Shipping & Warehousing which have more than one employee on a shift will have a system of relief which will be agreed upon by the Union Committee and the Department Head. Example: Man "A" on the 311 shift will relieve Man "A" on the 73 shift. If Man "A" on 73 is not relieved and Man "A" asks to be excused from a double then Man "B" will be offered the double.

45. Wires:

The Company agrees to the following overtime assignment procedure whenever additional employees beyond those in the plant are needed for changing machine clothing:

- A. Whenever possible, offer a hold over to the preceding shift. When a hold over is not possible or more

people are needed, assignments will be made in the following order according to Section Eighteen Item 2:

1. Call the incoming shift
 2. Call the Off shift
 3. Call the preceding shift
- B. While the number of people needed will be determined by the Company, when a callin is initiated the top seven employees on each shift will be called prior to calling employees below this level.
- C. Employees added to a wire crew for training purposes will not be governed by the above procedure. They will not be used to replace experienced wire crew members and will be assigned to members of the wire crew.

When additional employees are to be held over or scheduled for machine clothing changes, they will be held over or scheduled by seniority on a shift basis.

46. Paper Mill Layoffs Only Three Days or Less:

In layoffs of three consecutive work days or less in the Paper Mill line of progression, demotion and layoff will be made in order of job seniority on a shift basis on the affected paper machine. Employees on the affected paper machine may exercise their seniority on a shift basis to displace employees in the common line. Employees who accept a lower rated job must be qualified to perform the job. Employees who accept a lower rated job in lieu of layoff shall be paid the rate of the lower rated job.

Local 462

When overtime is required to cover a vacancy due to a personal holiday during a week in which the shift is set up to cover a vacation, the shift will be set back down and the overtime will be worked in the higher classification.

PLANT RULES

The Company urges each employee to study these rules and at all times to comply with them. It is the employee's responsibility to keep these rules for future reference. It is fully expected that each employee will familiarize himself with these rules.

A. Attendance

There is probably no more reliable indication of a good worker than the regularity of his attendance.

- (1) Each shift worker must report ready for work at the start of his shift.
- (2) Day workers must report ready for work at the start of their day and not leave until quitting time.
- (3) An employee out of the city is expected to use long distance telephone for giving notice of his inability to report to work in order to protect his job.
- (4) An employee absent for 2 consecutive shifts without arrangements stated above will be presumed to have quit and his seniority will be terminated, unless he presents a reasonable excuse.

B. Time Cards

- (1) Each employee must clock his own card in and out on entering and leaving the plant.
- (2) The card must be clocked not more than 30 minutes before the start and not more than 30 minutes after the end of the shift or after being relieved.
- (3) If an employee does not have his card to clock in, he should immediately sign in with the guard and notify his supervisor. Replacement cards may be obtained from the Training Center.
- (4) An employee must not clock another employee's card under any circumstances.

C. Packages

Incoming and outgoing packages must be offered for inspection to the plant guard.

D. Address Family Status

- (1) An employee shall report any change of address or telephone number immediately to his supervisor.
- (2) An employee shall advise Human Resources of changes in marital status and numbers of dependents.

E. Causes for Disciplinary Action, Including Discharge

Each employee is expected to work efficiently and cooperatively. His failure to do so will be grounds for disciplinary ac-

tion. Certain specific causes for disciplinary action, including discharge, include, but are not limited to, the following:

- (1) Excessive absence or tardiness.
- (2) Insubordination.
- (3) Failure to maintain a satisfactory work standard.
- (4) (a) Damaging or removing property belonging to another person or to the Company.

(b) Defacing property belonging to another person or to the Company.
- (5) Using abusive or threatening language.
- (6) Being the aggressor in a fight.
- (7) Deliberate sleeping on duty.
- (8) Offering or accepting a bribe of any nature in connection with his work.
- (9) Falsifying any record or clocking time card of another.
- (10) Smoking is prohibited in any areas where there is a risk of fire or where smoking presents a safety hazard.

Smoking is prohibited in the following areas:

1. Main Office Building (includes breezeway adjoining Training Center)
2. A & B Buildings
3. Training Center
4. Technical Laboratories, test stations and offices
5. Main and Department Cafeterias
6. Medical Department

7. Security Building
8. Maintenance Offices and all Air Conditioned Shops
9. Stores offices
10. Production Office area
11. Restrooms and Locker Rooms
12. Control Rooms, Break Rooms
13. Mobile Equipment Cabs (Air Conditioned)
14. Company Vehicles (on & off site)
15. Credit Union Building
16. Training and Meeting Rooms (on & off site)
17. Motor Control Centers/Rack Rooms
18. All other Air Conditioned Rooms

(11) International Paper is committed to providing a safe work environment and to fostering the well-being and health of its employees. The safety and health of employees, protection of the environment, quality of our products and financial performance of our Company can be directly affected by the use of illegal drugs (defined as controlled substances not being used under the supervision of a licensed health care provider, or otherwise, in accordance with the law) or alcohol. Therefore, International Paper - Prattville Mill has established the following policy for all employees, salaried and hourly.

1. The use, buying or selling, manufacture, distribution, transfer or possession of illegal drugs while on the job, operating Company vehicles, or on Company property is prohibited.
2. The reporting to work under the influence of alcohol or illegal drugs is prohibited. Possession or use of alcohol on Company property is a violation of this policy.
3. Having a detectable level of an illegal drug present in one's system while on the job, operating Company vehicles, or on Company property is prohibited.

A violation of this policy constitutes grounds for disciplinary action up to and including discharge as defined and limited by this Policy. Any illegal drug found on Company property may be turned over to appropriate law enforcement authorities.

The definition of Company Property for the purpose of this Policy is the mill site and its contiguous property (including the parking lots, softball field, and scout hours area).

In the administration of the Policy the Company will not conduct random searches of vehicles. If the Company has reason to believe that a vehicle needs to be searched, the appropriate law enforcement authorities would be contacted to handle the situation.

Except as limited by law, all employees and applicants, including those covered by Department of Transportation regulations, and by the Collective Bargaining Agreement, are required to comply with the Drug and Alcohol Policy, as a condition of employment. Failure to comply with a drug or alcohol testing request will be considered a positive result and will be regarded as insubordination.

Employee Assistance

International Paper offers employees and family members professional help for assessing substance abuse related problems through the Employee Assistance Program (EAP). Rehabilitation, if offered, may be obtained through the Company's medical program.

Under the program, the employee is responsible for non-covered costs. We strongly encourage any employee to voluntarily take advantage of the EAP for confidential counseling and treatment or rehabilitation assistance before becoming subject to discipline under this or any other Company policies.

PROCEDURES

A. Drugs tested under the Drug and Alcohol Policy

Tests will be performed for the following:

Alcohol
Amphetamines
Cannabinoids
Cocaine
Opiates
Phencyclidine

The Company reserves the right to change the above profile as warranted. Notice of such changes, if any, will be provided to employees in a timely manner.

Note: Prior discussion of the changes with the local Unions will occur. Any disagreement would be subject to the Grievance Procedure.

B. Pre-Employment Testing

All job applicants at International Paper must successfully complete a pre-employment drug test as a condition of employment. Any applicant who refuses, or who has a verified positive test will be denied employment.

C. Reasonable Cause Testing

A drug and alcohol test will be required when there is reasonable suspicion to believe that an employee is under the influence of an illegal drug and/or alcohol.

The following circumstances could cause reasonable suspicion:

- A. Observed drug or alcohol use.
- B. Apparent physical state of impairment.
- C. Incoherent mental state.
- D. Marked change in personal behavior that is

- otherwise unexplainable.
- E. Deteriorating work performance that is not attributable to other factors.
 - F. Any circumstance which causes a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol.

When reasonable cause is present, the determination of the need to test will be made by representatives from management and the Safety/Medical department.

D. Random Testing

During the first year of the Program and within one year after the initiation of the Program, all employees will be tested using the random drug test profile.

A random selection computer program will be used to identify employees to be tested each month. A minimum of twenty-five percent of the number of employees at the Prattville Mill will be tested each year.

The Corporate Medical Department will send a list of the employees to be tested each week to the Prattville Mill Medical Department. The lists will be retained in the Medical Department and will be available for review by a local Union President upon request.

The selection is random, and the same employee may be selected each month or not at all. Should a selected employee not be available because he or she is absent, he or she will be tested upon return to work.

E. Post-Incident Testing

Drug and alcohol testing will occur when an on-the-job incident occurs which results in:

- Significant damage to property. Local management will decide whether the damage to property is sufficient to warrant testing. Keep in mind that many factors can contribute to the dollar value of damage including the cost of repairs and the value of lost production time.

- An on-the-job incident which results in an injury requiring treatment by a physician.
- Exposure or potential exposure of individuals to a hazardous or toxic substance which leads to specific events. Such events may include:
 - Hospitalization or evacuation of employees;
 - Evacuation of the community;
 - Activation of the facility emergency response team or fire brigade;
 - Activation or disabling of a fire system;
 - Violation of an Environmental Protection Agency (EPA) or state environmental protection permit; or
 - A report to the National Response Center or the Department of Transportation.

The decision to test will be guided by the answer to the following question: Did an employee do something or fail to do something that directly or indirectly caused or contributed to the incident?

Based on the investigation of the incident, if the answer to any part of the question is “yes,” a drug and alcohol test may be ordered.

Testing will be done as soon as possible after an incident and within 32 hours. If the employee involved in the incident requires medical treatment, this will be administered first. If the employee is hospitalized, the hospital will be notified of the company’s testing procedures. The test will be administered as soon as the employee is able to understand and sign a consent form and is able to provide a specimen.

F. Employee Consent

All International Paper employees and applicants will be required to complete and sign the appropriate consent form before the actual testing takes place. Refusal to sign a consent form will be regarded as

insubordination and interpreted as a positive result, subjecting the employee to discharge or, in the case of the applicant, termination of employment consideration.

G. Test Procedures (Drugs)

All aspects of the testing procedure will be carried out in a confidential and private manner. After notification, the employee or applicant will report to the collection site and will

A. assist in completing a Drug Testing Chain of Custody and Control form;

B. provide a urine specimen in privacy; two samples would be obtained;

C. be expected to observe the entire collection, processing and chain of custody procedure of the specimen;

D. be instructed to read, sign and date the chain of custody statement certifying the specimen is that individual's and has not been changed or altered at the time of collection;

E. note the temperature reading on the collection bottle and verify the temperature reading was correctly recorded on the form.

The Company reserves the right to request that a new specimen be provided where it has reasonable cause to believe that the specimen has been or is being altered or substituted. Only in an extreme case would same sex observation of the collection process be necessary.

The actual testing of the specimen will be done by a National Institute of Drug Abuse approved laboratory.

H. Test Procedures (Alcohol)

The screening profile for reasonable cause testing includes alcohol. The procedure for identifying the presence of alcohol will use the individual's blood as a source following DOT standards.

When a Test is Positive

A. Reasonable Cause Testing

Individuals required to submit to Reasonable Cause Testing will be suspended without pay pending receipt of test results. If test results are negative, the employee will be returned to work and receive pay for time lost. If test results are positive, the employee is subject to disciplinary action, up to and including discharge. The degree of discipline will be based upon all of the facts and circumstances in each individual case. If the employee is not terminated, the positive test procedures listed below must be followed.

B. Random Testing

When a confirmed and verified positive test is determined, the employee is subject to the positive test procedures as follows: (Note: An employee will not be discharged who tests positive on the first random test.)

C. Positive Test Results Procedures

1. Immediate and unpaid suspension of the employee. A meeting will be arranged between the employee and a representative of our Employee Assistance Program (EAP) or medical provider. Assessment and counseling will be required, and a plan of treatment or rehabilitation will be developed.
2. The employee agrees, in writing, to comply with the recommended action plan.

3. The employee signs a release form authorizing the EAP or medical provider to inform International Paper regarding participation in and the progress of treatment.
4. The employee may return to work following a completion of the rehabilitation program, recommendation of the EAP or treatment professional, and completion of a negative drug test. If the employee has not returned to work within 60 days of the initial suspension date, the employee will be assumed to have terminated employment.
5. The employee agrees to unannounced, periodic testing for two years following return to work. This will include a minimum of six (6) tests over a 24-month period of time.
6. The employee who tests positive a second time will be immediately discharged.
7. The employee may make an appeal to have the second specimen sample tested at his or her own expense at a Company approved lab. This appeal must be made in writing to the company's medical review officer within two weeks.

I. Record Keeping

All drug and alcohol testing information specifically relating to individual employees and applicants shall be treated as confidential and protected in accordance with the law and International Paper policy. On a regular basis, a compilation of anonymous statistical data, including test results, may be submitted to appropriate personnel.

Any employee who is the subject of a drug test shall, upon written request, have access to and may obtain a copy of his/her test results.

All test results will be maintained in the employee's medical file, separate and apart from the employee's personnel file.

J. Contractors

Contractors will be required to demonstrate that they have established Drug and Alcohol Testing Programs as a requirement to contract for work with International Paper. Contractor employees who violate this policy while on Company premises will be barred from those premises.

- (12) Reading on duty, except when required by the job.
- (13) Violating plant rules or safety procedures. Plant safety procedures are contained in the Alabama Mill Safety and Health Manual.
- (14) Unauthorized use of Company or designated Union Bulletin Boards.
- (15) Workplace Violence/Firearms Policy

International Paper is committed to maintaining a safe and secure workplace, free from violence, threats, harassment, intimidation, and other forms of disruptive behavior. International Paper will not tolerate any threats or acts of workplace violence. In this regard, it is the position of International Paper that a proactive stance be taken to provide a safe work environment. Without exception, threats of violence and acts of violence including verbal abuse, physical aggression, and all other forms of violence will not be tolerated and will be subject to discipline, up to and including discharge.

Any act or threat of workplace violence should be reported immediately to a supervisor and/or a human resource representative. Examples of violent behaviors which must be reported include, but are not limited to:

- Verbal abuse
- Excessive use of profanity
- Inappropriate sexual comments or sexual assault
- Expression of suicidal thoughts or actions
- Frequent displays of anger signs (clenched fists, red face, slamming doors, throwing objects, etc.)
- Making threats to or about an employee or other individual
- Vandalizing/stealing company property
- Sending violent or unwanted sexual notes or e-mails to others
- Physical assaults/engaging in fistfights
- Stalking
- Major destruction of property, involving arson, explosives, or weapons
- Displaying/brandishing a gun or other weapon

In keeping with International Paper's intent to provide a safe and secure work environment for its employees, no firearms or weapons, except for the situations listed below, are permitted on company property or in company vehicles. In no way should these exceptions be interpreted to allow any kind of hand gun on any company property. Prohibited weapons include, but are not limited to:

- Any firearms, loaded or unloaded, assembled or disassembled;
- Bows, crossbows, or arrows;
- Any form of explosive device;
- Any other instrument when used as a weapon (eg. knives, brass knuckles, blunt or sharp objects, etc.)

The exceptions to this policy are as follows:

- Company owned firearms that are used for collecting research material.
- Personally owned firearms brought to company owned hunting property that are used strictly for company sponsored hunting purposes.
- Personally owned firearms maintained in a personally assigned company vehicle, but only during non-working hours when the off duty employee is to be engaged in hunting activities in authorized locations.
- Firearms carried by sworn law enforcement officers in the performance of their respective duties.

In no circumstances will this policy be interpreted to allow the possession, use or display of a weapon in any way that is in violation of any federal, state, or local law or regulation.