



LABOR AGREEMENT

By and Between

**Blue Ridge Paper Products LLC
d/b/a Evergreen Packaging LLC**

Waynesville Operations

And

**United Steel, Paper, Rubber, Manufacturing, Energy,
Allied- Industrial and Service Workers International Union
AFL – CIO, CLC**

on behalf of its affiliated LOCAL 507

May 14, 2018

Through

May 13, 2022

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**LOCAL AMENDMENT FOR HOURLY
USW LOCAL 507
WAYNESVILLE OPERATIONS
May 14, 2018 –May 13, 2022**

PREAMBLE

This agreement is made and entered into this 14th day of May 2018, by and between Blue Ridge Paper Products LLC d/b/a Evergreen Packaging LLC (the “Company”) and the United Steel, Paper, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of Local 507, (hereinafter referred to as the “Union.”)

There is a master agreement between Blue Ridge Paper Products LLC, the United Steelworkers International Union, Blue Ridge Paper Steelworkers locals, that is used in conjunction with each Blue Ridge Paper Products location’s Local Amendment. This “Master Agreement” may be referred to throughout this local agreement. In the event of a conflict, the Local Amendment and its negotiated intents will supersede the master contract.

**ARTICLE I
RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all production, maintenance, and the Waynesville nonexempt salaried employees who are represented by the USW of the Company's facilities as described in the Preamble, but excluding all professional employees, guards and supervisors as defined under the National Labor Relations Act as amended.

**ARTICLE II
GENERAL PURPOSE**

- A. The general purpose of this Agreement is in the mutual interest of the Company, its staff employees, and the employees represented by the Union, to provide for the uninterrupted operation of the plant under methods which will further to the fullest extent possible the safety, welfare, and health of the employees, economy of operation, quality and quantity of output, cleanliness and maintenance of the plant, and the

protection of the property. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees covered by the Agreement, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Company must be in a strong competitive position.

- B. Therefore, it shall be the duty of the Company, its staff employees, and the employees represented by the Union, to cooperate fully, individually and collectively, in this regard. This clause shall not be used to discriminate against any employee's rights under this Agreement.

ARTICLE III EQUAL EMPLOYMENT OPPORTUNITY

- A. The Company and the Union agree that all employees shall have equal employment opportunities regardless of race, color, religion, sex (including pregnancy), sexual orientation, creed, age, national origin, physical or mental disability, gender identity and/or expression, marital status, veteran status or other characteristics protected by law.
- B. The Company and the Union shall observe the rights of the handicapped as provided in the Rehabilitation Act of 1973 and the rights of disabled veterans and veterans of the Vietnam era as provided in the Vietnam Era Veterans' Readjustment Assistance Act.
- C. Wherever used in this Agreement, the masculine personal pronoun and/or the feminine personal pronoun shall have equal application to the other.

ARTICLE IV LENGTH OF AGREEMENT

This Agreement shall remain in full force and effect from May 14, 2018, through May 13, 2022, and from year to year thereafter, unless terminated in accordance with the provisions outlined below. The terms of this Agreement will not be altered, varied or amended except by mutual agreement in writing and signed by the parties hereto.

**ARTICLE V
CHANGES OR MODIFICATION**

In the event that either party desires to change any provisions of this Agreement, it shall give written notice of such desire by certified mail to the other party not more than ninety (90) days nor less than sixty (60) days in advance of the anniversary date of May 13, 2022. The giving of notice, as provided above shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching a written agreement prior to the anniversary date.

**ARTICLE VI
TERMINATION OF AGREEMENT**

- A. At any time after May 13, 2022, or any anniversary date thereafter, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days.

All provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this period, attempts to reach agreement shall be continued.

- B. If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under this Agreement are automatically cancelled.

**ARTICLE VII
NO INTERRUPTION OF PRODUCTION**

There shall be no lockouts by the Company, or strikes, slowdowns or work stoppage of any kind by the Union, its representatives, agents or members during the duration of this Agreement.

**ARTICLE VIII
SENIORITY**

For the purpose of the agreement, employees shall have four (4) types of seniority: plant seniority, department seniority, line of progression seniority and job seniority. The Company shall provide the Union, and shall post a current seniority list in each department every three (3) months, unless

otherwise mutually agreed to on a departmental basis and approved by the Human Resources Department.

1. **JOB SENIORITY** is defined as the length of service in a job classification measured from the date the employee is regularly assigned to that job. Job Seniority is accumulated in the current job and each job below it in the same job progression line.
2. **DEPARTMENT SENIORITY** is defined as the length of unbroken service in a department measured from the date the employee is regularly assigned to a job in that department.
3. **PLANT SENIORITY** is defined as the length of continuous service from the most recent date of hire with the Company.
4. **LINE OF PROGRESSION SENIORITY** is defined as the length of service in a line within the Extruder and Quality Control department measured from the date the employee is regularly assigned to a job in that line.

For the purpose of the Seniority Section of this Agreement, departments shall be defined as: Extruder and Quality Control Department, Shipping Department, Maintenance Department, Plant Relief Pool, and Non-Exempts.

A. PROMOTIONS IN LINES OF PROGRESSION

When promotions are to be made in any department, they shall be made in accordance with the lines of progression agreed upon between the Company and the Union. These schedules are attached hereto and made a part hereof.

1. A vacancy other than temporary above the starting job in a line of progression will be filled by the senior employee from the job just below the job where the vacancy occurs. The Extruder Department Lines of Progression Agreement will require that each employee assigned to a permanent job classification will remain with that line until such time that either a permanent or temporary setup of (30) days or more shall require them to move.
2. In filling the vacancy described above, the Company will take into consideration seniority and qualifications; and when all the factors that constitute minimum qualifications are relatively equal then seniority shall prevail. To be qualified, employees must have the ability to work

in harmony with and cooperate with fellow employees. In cases of promotions other than those involving the senior employee, the Union will be notified before the promotion is made. Should a question arise as to whether or not the senior employee is qualified and it cannot be resolved by agreement between the Union and the Company, the senior employee will be given a trial period up to thirty (30) working days on the job in question. If at any time during this trial period it is found that the employee is not performing satisfactorily, he will be returned to his former job and will become junior to the person who bypasses him. In the consideration of seniority in promotions, first preference shall be given to job seniority, followed by line, department, and plant seniority, in that order.

3. Establish new line of progression for the Extruder Department starting at the Roll Finisher position.
4. When an employee is granted a waiver in his line of progression, either temporary or permanent, he shall sign a statement that he refuses the promotion. He shall then forfeit his promotional rights until after the second permanent promotion (around the employee who signed the waiver); and he becomes junior to the employees who bypass him (on a permanent promotion). To be considered for a future promotion, he shall make a written request and shall be considered eligible following the first permanent promotion occurring after receipt of his request.

(The words in parentheses in the foregoing were added to the original context to help gain an understanding of this paragraph.)

This means that if a written request for reinstatement is made before any permanent promotions have been made around him, he is not eligible for either a temporary or permanent promotion until after two (2) have been permanently promoted around him. If the request is made after one permanent promotion is made around him, one more permanent promotion around him must be made before he is eligible. If the request is made after two (2) permanent promotions have already been made around him, he is eligible after one more permanent promotion around him.

It is also understood that:

1. When an employee in a job below a split line of progression is granted a waiver to one branch because he prefers to advance to another branch, he must fill temporary vacancies in the branch he waived,

providing he is qualified and there are no qualified employees who can be promoted around him.

2. A seniority promotion as a result of an employee going on long - term disability shall be counted as a permanent promotion for purposes of application of this Article VIII, Section B, 3.
3. If an employee has rescinded his waiver and later remedial measures are taken by the Company, the employee who has rescinded his waiver shall promote temporarily, the same as employees whose waivers are voided.
4. An employee who waived will always be junior to the employees who bypass him except in case of a reduction to or below the classification the employee waived from. The effects of the waivers for promotional purposes will remain.
5. Medical waivers will be recognized.
6. All waived employees are expected to transfer, assist, or perform tasks outside their normal assignment.
7. Employees will be limited to two (2) granted waivers in a lifetime.
8. Granted waiver guidelines will be set at a maximum of two (2) waivers per position by department.

B. JOB BIDDING

1. In filling a vacancy in a department other than temporary for the starting job in a line of progression or for a non-progression job, the Company will post a notice of the vacancy for a period of ninety-six (96) hours. Such notice shall include the job classifications, rate, and minimum qualifications. When the Union and the Company agree that a job is to be eliminated or combined a bid will not be necessary; however, when jobs are to be filled, the job will be posted within two (2) weeks of the known vacancy. The successful bidder's seniority will begin on the closing date of the job posting.
 - a. Eligible to bid are all employees in the group, who will be given first consideration; employees in other groups within the same department; employees in other departments; and Transfer Pool

employees. Employees who received a Final Warning or a Last Chance Agreement within eighteen (18) months before the bid is posted are not eligible to bid. Employees in a line of progression shall not bid downward in the same line, except in a line of progression containing two or more branches, in which case an employee can bid on a bottom job in order to be eligible for promotion to a job in one of the other branches.

- b. Any vacancies created among starting jobs in lines of progression or among non-progression jobs by the filling of this vacancy shall be posted and bid in the same manner; however, there shall be no more than three separate postings, including the one for the original vacancy.
 - c. Lacking a qualified applicant, a non-progression job or a starting job in a line of progression shall be filled with the least senior employee in the Transfer Pool, except in filling those jobs which are not posted for bid, they shall be filled by a qualified employee in the Transfer Pool, giving preference to seniority. If the employee refuses to accept this job, he shall be terminated except that an employee with more than five (5) years seniority may take a layoff and shall have recall rights as hereinafter provided. If there are no qualified employees available, the Company shall hire the necessary qualified people as required.
 - d. Employees will be released within forty-five (45) days of the successful bid. Successful bidder will be notified the second Monday following the closing date of the job bid. The top three bidders' names will be posted on the Company/Union Bulletin boards on the second Monday following the closing date of the job bid. The successful bidder will be released within forty-five (45) days unless the Union and Company agree to extend this time period, but under no circumstance will the time period exceed ninety (90) days.
 - e. In the event that the successful bidder declines the bid, the next successful bidders will be awarded the bid the second Monday after the bid was declined. Everything else will follow the language in Section d steps above.
2. Employees shall be limited to three (3) successful bids in their career and the minimum time between successful bids will be eighteen (18)

months of continuous employment with Evergreen Packaging LLC as a Waynesville employee.

3. An employee who is demoted through no fault of his own out of a line of progression or out of a non-progression job during the first twelve (12) months after bidding into that line of progression shall have one job bid opportunity restored. Further, any employee with five (5) or more years of continuous service from his/her date of last hire who is demoted out of a department, group, or line of progression into the Transfer Pool through no fault of his/her own due to business conditions and who has already exhausted all of his/her available bids will have one opportunity restored.
4. In filling the vacancies described above, the Company will take into consideration seniority and qualifications and when all the factors that constitute minimum qualifications are relatively equal, and then seniority shall prevail. In applying seniority for starting jobs in a line of progression or for non-progression jobs, group seniority shall prevail, followed by department and plant seniority. A vacancy filled by an employee exercising group seniority will not count towards the employee's successful bid opportunity.
5. The filling of vacancies as outlined in this Section shall be made on a one hundred twenty (120) working hours probationary period basis. If the employee fails to qualify or wishes to return to his former job, he may be returned to his former job at any time during that period without loss of previously credited seniority. An employee who wishes to voluntarily return to his/her former job within the probationary period may do so twice in his/her career. If the employee is returned to his former job within the probationary period, the vacancy shall not be posted, but shall be filled by the next most senior qualified employee who bid on the vacancy. The names of the successful bidders shall be posted.
6. Openings in apprentice classifications shall not be subject to the bidding procedure but will be filled by qualified applicants within the plant.

C. TEMPORARY VACANCIES

1. Vacancies known to be of thirty (30) days duration or less, vacation periods, and military reserve training will be filled as follows:

The departmental vacancy procedures that are in place at Waynesville will remain in effect.

- a. It is understood and agreed that the Company has no obligation to utilize employees to fill temporary vacancies at an overtime or premium rate of pay if employees are available at a straight time rate. If there is more than one vacancy in a line of progression and only one is to be filled at overtime, it will be the highest paid vacancy. (You cannot create a vacancy to fill a vacancy.) *The words in parenthesis in the foregoing were added to the original context to help gain an understanding of this paragraph.
- b. If an employee does not have relief after his previous shift and is forced to remain on the job, he shall be allowed to leave after an additional 4 hours of work or a total of no more than (16) hours. If an employee elects to stay on the job, they may do so, but it will be on a voluntary basis.

D. DEMOTIONS AND LAYOFFS

Demotions and layoffs shall follow the reverse order of promotions. The method of administering these seniority provisions for demotions and layoffs shall be developed in each Local Supplement. However, in any location, Probationary Employees shall be laid off first. Layoffs from the plant shall be by plant seniority. Any employee's job classification affected by a layoff shall be given the opportunity to receive at least thirty (30) days training prior to being reduced from their line of progression, job, group, department, or plant.

1. Lines of Progression

- a. Reduction in a line of progression will be made in the inverse order of the line of progression in the order of job, line, department, and plant seniority. If the employee, on the way up in a line of progression, passes someone, he shall go around the same employee on the way down. If it is necessary due to reduction in force for an employee to step down in a line of progression to a job on which he once worked and which has changed, or to one on the same level on which he did not work, or to one which has been added, he shall be given, if necessary, a normal trial period on the job during which time his progress will be evaluated. In no case will the trial period exceed thirty (30) days.

- b. An employee in a starting job in a line of progression who is affected by a reduction shall replace the employee in the Department with the least Department seniority who is in either another starting job in a line of progression or in a non-progression job at the starting rate, providing he is qualified and has more Department seniority than the employee being displaced. An employee who is displaced from his department in a reduction shall enter the vacancy replacement pool.

2. Non-progression Jobs

An employee in a non-progression job who is affected by a reduction shall replace the employee in the Department with the least Department seniority who is in either a starting job in a line of progression or in a non-progression job at the starting rate, providing he is qualified and has more Department seniority than the employee being replaced.

- a. In case of a reduction in the working force resulting in a layoff other than short-term, notice of such layoff will be given to those employees affected at least thirty (30) days in advance of such layoff.

In case of reduction in the working force resulting in a layoff other than short-term, the company will apply the WARN act as per notification and application.

- b. For the purpose of job bidding, an employee transferred out of his regular department because of a reduction shall accumulate his department seniority for the first twenty-four (24) months following his transfer out of the department. Should he be the successful bidder during this period, he shall receive his former department seniority date.

3. Employee Recall

During the employee's layoff, the Human Resource office will notify the employee of any vacancy the employee could fill that is available in the plant to which the employee's seniority may entitle them. Notice will be made to the employee by Certified Mail with Return Receipt Requested, sent to the employee's last known address. It is the employee's responsibility to maintain a current address with the Human Resources office. Notified employees will be given ten (10) days, not including weekends and holidays, after mailing of such notice by the Human Resources office that the employee desires to return to work, and fourteen

(14) days after mailing of such notice to actually report to work unless this period is extended by express permission of the Company. The failure of such laid off employee to comply with any of the above conditions within the time limits specified shall result in the forfeiture of their reinstatement rights.

4. Short Term Layoff

Scheduled repair of equipment, lack of work, equipment breakdown, or other cause beyond the control of the company may make it necessary to lay off employees for a short duration. In such cases, layoffs of not more than seven (7) days duration, employees on the jobs affected will be laid off without regard to seniority. However, the company will try to provide other available work during this period whenever possible and, in any event, the employees affected will have the opportunity, if already qualified, to perform any work assigned to probationary employees in the plant.

E. PROMOTIONS TO SALARY JOBS

1. An hourly rated employee who has transferred into a position outside the bargaining unit shall accrue job, group, department, and plant seniority for three (3) months while working in such position. During the first three (3) months he shall be returned to his former position on his request. If he is transferred back into the bargaining unit after three (3) months, he will become the junior employee in the Transfer Pool.
2. An employee promoted from a line of progression job or a job not in a line of progression to an exempt classification shall continue to accrue seniority in their former line of progression or former job not in a line of progression for one year.

However, the one year (365 calendar days) time limit may be extended by mutual agreement of the company and the local union involved (not to exceed two additional years) and such agreement will be binding on all parties. Additionally, when an hourly employee is promoted to fill an exempt salaried classification and continues to be set-up for the remainder of his/her regular shift, he/she will not be considered for any hourly job assignments during the remainder of their twenty-four (24) hour period.

At the end of one year (365 calendar days) the employee's seniority will be frozen and will remain so until and unless they are returned to a line of progression or job not in a line of progression. Should an employee be

set back from the exempt position after their seniority has been frozen, any future promotions to an exempt classification will result in the immediate freezing of seniority on a day to day basis. A setback period greater than forty (40) consecutive working days breaks an employee's setup time to the exempt classification. Vacation, personal holidays, sick days, etc. are counted as part of the forty (40) consecutive working days.

ARTICLE IX GRIEVANCES AND ARBITRATION

A. GRIEVANCES

An earnest effort shall be made to promptly settle complaints in the following order and manner:

Step 1: The employee and the steward shall discuss his complaint with his immediate supervisor within seven (7) days following the date the incident occurred that gave rise to the complaint; however, if the incident occurred while the employee was on an excused absence and he had no knowledge of it until his return to work, the seven (7) day period shall begin on his first scheduled work day following the return from the absence. The employee, his shop steward, and his supervisor are encouraged to make every possible effort to settle the grievance at this stage. The supervisor shall reply to the employee within three (3) days of the date the complaint was brought to his attention. When the Company immediately agrees to resolve the issue, the Company will provide written documentation to the Human Resource Department and Union in lieu of the formal grievance procedure.

Step 2: A complaint which is not resolved between the employee and his supervisor must be reduced to writing and submitted to the department manager within seven (7) days of the supervisor's reply. The department manager and/or his designated representative and foreman involved shall meet with the employee, a local union officer and the steward within seven (7) days of the date the written grievance was received. He shall give his written answer within three (3) days of the date of the meeting.

Step 3: An appeal of the department manager's answer must be made in writing to the Plant Manager or his designated representative within seven (7) days after receipt of the department manager's answer by the local Union. As a result of a meeting attended by the Plant Manager or his designated representative, together with the International

Representative or his designated representative, a committee representing the Local Union, plus the aggrieved employee, a discussion of the appealed grievance shall take place within nine (9) days of the date the appeal notice was received. The Plant Manager shall give his answer within ten (10) days of the date of the meeting.

A grievance not appealed from one step to the next within the specified time limits shall be considered settled on the basis of the last answer, unless such time limits are extended in writing by mutual agreement. Failure on the part of the Company to answer within the specified time limits shall cause the grievance to be settled in favor of the grievant.

"Days" in the Grievance and Arbitration Articles shall mean calendar days, excluding Saturdays, Sundays and holidays.

Management and Union agree that in the case of an inadvertent error in the assignment of an overtime opportunity by a supervisor or other management personnel, the person who was inadvertently missed will notify his immediate supervisor that an error was made. After a determination by the parties that an error was, in fact, made the employee who missed the overtime opportunity shall make arrangements within sixty (60) calendar days to make up the missed overtime. If the employee fails to make arrangements to work the missed overtime in the allotted time of sixty (60) calendar days then the opportunity will be lost. If a supervisor is told in advance that they are about to make a mistake on the assignment of overtime and the supervisor fails to check the accuracy of the assignment or proceeds with the assignment and is found later to be in error, the person who missed the overtime opportunity will be paid all lost wages.

B. ARBITRATION

An appeal of the Plant Manager's answer must be made in writing to the Company within thirty (30) days. An extension of this time limit will be granted up to a maximum of thirty (30) days if requested by the Union. If written notice is given, the Company within three (3) days will ask the Federal Mediation and Conciliation Service to furnish the parties with a panel of seven (7) qualified arbitrators. Within fourteen (14) days after receipt of the list of arbitrators, the Union and the Company shall alternately strike a name from the list. The Union and the Company shall alternate on each case in being the first party to strike a name from the list, with the Union striking first on the first case under this new Agreement. The person whose name remains shall be the arbitrator. Either party has the right to reject one panel

of arbitrators and another panel will be requested. The decision of the arbitrator on all matters properly submitted shall be final and binding on both parties to this Agreement. Arbitrator selection shall be accomplished in accordance with the procedure in each Local Supplement if different from above.

1. The arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with the provisions of this Agreement, insofar as shall be necessary to the determination of grievances appealed to him. He shall have no authority to add to, detract from, or alter in any way, the provisions of the Agreement, nor to establish or change any wage rate. The same arbitrator shall not arbitrate multiple issues.
2. The Company and the Union shall share the expenses of the arbitrator equally. The expenses of the witnesses shall be paid by the party requesting the witness to testify.
3. The arbitrator shall render his award within thirty (30) days after the receipt of post-hearing briefs. If the parties do not file briefs, the arbitrator shall render his award within thirty (30) days after the close of the hearing.

C. UNION REPRESENTATION

The Company recognizes a Local Union Vice President for each of the following areas:

1. Extruder and Quality Control and Plant Relief Pool Departments
2. Shipping, Maintenance
3. Non-Exempts (VP-Non-Exempts Canton and Waynesville)

It is agreed that the Company shall not be required to recognize any additional vice presidents other than those noted above for the life of this Agreement.

A list of employees serving as stewards, Union vice-presidents, and officers of the Union, as well as any change in such list, shall normally be given in writing to the Human Resources Manager at least twenty-four (24) hours before the effective dates of assuming duties of office. Such lists and changes shall be signed by the president of the Local Union.

ARTICLE X VACATIONS

A. ELIGIBILITY

1. All hourly paid employees who meet the following requirements will be granted a vacation with pay each calendar year. An employee must have completed 1,040 hours of work in the previous calendar year, except in the case of #2 below. In addition, listed below are the numbers of years of continuous employment in the company's service, which must be completed to be eligible for the number of weeks of vacation indicated.

- 1 week vacation after 1 year of continuous employment
- 2 weeks vacation after 2 years of continuous employment
- 3 weeks vacation after 8 years of continuous employment
- 4 weeks vacation after 12 years of continuous employment
- 5 weeks vacation after 18 years of continuous employment
- 6 weeks vacation after 25 years of continuous employment

2. An employee who works less than 1,040 hours because of an occupational illness or injury shall receive credit for forty (40) hours per week for all full weeks lost because of such illness or injury. The accumulation of these credits will be limited to the first calendar year of each continuous period of loss of hours due to such illness or injury.

B. VACATION PAY

The amount of vacation pay for an eligible employee shall be his straight time total rate times 48 hours for each week of vacation to which he is entitled. If he is on a seniority set up at the time he takes his vacation, his vacation pay shall be computed at the stepped up rate. Also, if an employee's last scheduled day of work on a set-up job is the day before a vacation, he shall receive vacation pay calculated at the set-up rate. Each employee will be required to take his eligible vacation. As an employee accrues additional weeks over the term of this contract, he will be eligible to take his added week.

C. VACATION PERIODS

1. Vacations shall be taken in periods of not less than one week, except as provided in part D, Incremental Vacation.
2. Vacations are not accumulative from year to year.
3. Holidays falling in a vacation period shall not extend the vacation period.
4. The Company will grant vacation time off to all eligible employees each year.
5. In order to prevent an employee from suffering a hardship, if it is so requested by the employee, approved and re-scheduled by the Company, vacation time may be charged off or re-scheduled for the employee in cases of absence due to extended illness or in emergency cases, to include incremental weeks.
6. Beginning with the year preceding the year of an employee's retirement, he can elect to forego his vacation earned in the previous calendar year and the vacation earned in the current calendar year in favor of receiving the applicable vacation pay upon retirement. The pay shall be computed on the basis of his regular straight time hourly rate in effect on December 1 in each of the years in which he had been eligible to take the vacation.
7. Vacations will be taken to coincide with the established workweek.
8. The Company's practice of issuing vacation pay upon request will be continued. This request must be submitted thirty (30) days in advance of receipt of the check and in conjunction with the normal payroll period.
9. The following paragraphs establish the plant procedure to be adhered to in the scheduling of vacations for the duration of this Collective Bargaining Agreement.
 - a. Vacations will be scheduled evenly across the 52 weeks of the calendar year with one employee off per week per vacation group. On those shifts whose total number of vacation exceeds 52 weeks, two employees per week per group will be allowed off up to

- the number of weeks in excess of 52 within the guidelines of the total group.
- b. Vacation scheduling preference will be by plant seniority within each vacation group.
 - c. Vacation weeks vacated during the calendar year which do not exceed the guidelines will be posted for a period of 96 hours. The senior employee below the employee giving up the week, who bids within the group and who has not previously had the opportunity of taking the week in question, will be given the vacant week.
 - d. Employees bidding into a new department shall normally be allowed to take their vacations according to their signing in their previous department. However, if this cannot be accommodated, both parties agree to cooperate in seeking a solution.
10. An additional week of vacation earned in an employee's anniversary year according to the eligibility schedule in A (1) above will be available as follows: For scheduling purposes, an anniversary vacation week for which the employee shall become eligible during the next vacation year will be treated the same as any other week(s) that year and will be signed for along with and in the same manner as all vacations to be taken during the next vacation year. If an employee terminates for any reason after having taken the anniversary week but before reaching the anniversary date, the employee will be required to reimburse the company for the unearned week, and if necessary the company shall have the authority to withhold such amounts from any monies due to the employee prior to or at termination.

D. INCREMENTAL VACATION

1. Employees with three (3) or more years of service with the Company may elect to take one (1) week of their vacation in one (1) day increments. Notice of intent to take one (1) week of their vacation in this way must be given when scheduling vacation. An employee will be allowed to take incremental vacation provided he secures permission prior to the posting of the work schedule for the work week in which incremental vacation will be taken, except in emergency situations. An employee will be allowed to take incremental vacation days provided they give at least (24) hours notice, except in emergency situations.

The purpose of this is to provide an opportunity to avoid a chargeable absence and maintain normal build-up time for the week. A total of four (4) incremental vacation days will constitute one (1) week of vacation.

2. Incremental vacation pay shall be the employee's straight time rate times (12) hours for each of the four (4) days, which are available, except where other shift agreements apply. If he is on a seniority step-up at the time he takes his vacation day, his vacation pay shall be computed at the stepped-up rate.
3. It is recognized that operational and scheduling needs must be balanced when allowing I.V. days. Therefore:
 - Regularly scheduled vacation weeks have priority over incremental vacation days.
 - Incremental vacation days must be reasonably balanced evenly throughout the year, except in emergency situations.
 - The combined effect of regular vacations and incremental vacations should not normally exceed vacation-scheduling requirements with regard to evenly scheduled vacations throughout the year.
 - If more than one person on the same shift requests the same day off for an I.V. day, and only one of the jobs in question can be filled, the senior employee shall be the one that is granted the day off.
 - Incremental vacation days are not accumulative from year to year. All incremental vacation must be taken prior to the end of the year. Any remaining Incremental Vacation Days at the end of the year will be uncompensated and will not count towards weekly overtime.
 - It shall be understood that when filling a vacancy for an Incremental Vacation Day it shall be filled at a straight time rate and is not available for call-in pay.

ARTICLE XI HOLIDAYS

Each employee shall receive eight (8) hours straight time pay at his hourly rate (including any additional pay provided in each local supplement) for the following holidays: Memorial Day (Federal), Independence Day, Labor Day, Thanksgiving Day, The Day after Thanksgiving Day, December 24th, Christmas Day, December 26th, a floating holiday, Good Friday, Easter Monday, New Year's Day and President's Day. These are identified

maximum numbers of holiday only for the purpose of this Agreement. Each local facility may contain a different number of holidays, but in no event will the number of holidays exceed the number listed in this article.

A. HOLIDAY SUPPLEMENT

In addition to the number deviation of holidays contained in each local supplement, each shall determine annually which of those holidays the location wishes to recognize as the holidays for the forthcoming year, a maximum of six (6) floating holidays for a total of twelve (12) paid holidays. Floating holidays must be scheduled the same as incremental vacation days (see Article X, Section E (1) above).

The Union will notify the Company after the October “regular” meeting as to which fixed holidays will be observed during the upcoming year.

If an employee works his last work day before and his first workday after a holiday on a set-up job, his holiday pay shall be calculated at the set-up rate. Also, if an employee’s last scheduled day of work on a set-up job is the day before a holiday, he shall receive holiday pay calculated at the set-up rate.

B. ELIGIBILITY

The employee must have completed his probationary period prior to such paid holiday.

The employee must work his last scheduled workday before the holiday and his first scheduled workday after the holiday unless absence on either or both of these days is due to a layoff, absence with employer’s permission, bona fide illness of the employee, or illness of a member of the employee’s immediate family requiring his presence. A bona fide illness or illness of a member of the employee’s immediate family requiring his presence requires that the employee provide a signed note from a physician certifying that the employee or member of immediate family was seen by the physician on the date(s) of absence that would otherwise result in the denial of holiday pay.

If a holiday occurs during a period when an employee who otherwise is eligible for holiday pay is laid off he will receive pay for such holiday when he returns to work, provided the entire duration of his layoff has not exceeded one hundred eighty (180) days.

An employee who is absent because of illness or industrial injury and is otherwise eligible for holiday pay will receive holiday pay in the regular pay period covering the holiday, which occurs within one hundred eighty (180) days of his last day worked.

An employee who is required to work on a holiday shall be paid time and one-half for all hours worked on the holiday; and in addition, if he qualifies as provided above, he shall be paid holiday pay.

When any specified paid holiday is celebrated within an eligible employee's approved vacation period and he is absent from work because of such vacation, he shall be paid for such holiday in accordance with the provisions set out herein.

Hours not worked but paid for on a holiday shall be counted as time worked for the purpose of computing weekly overtime.

ARTICLE XII HOURS OF WORK AND OVERTIME

- A. The established workweek begins at 7:00 a.m. on Monday and shall continue for seven (7) consecutive twenty-four (24) hour periods. The workweek shall end at 6:59 a.m. the following Monday.
- B. The normal schedule for shift workers, which includes a paid lunch period, is as follows:

First Shift - 6:30 a.m. to 2:30 p.m.

Second Shift - 2:30 p.m. to 10:30 p.m.

Third Shift - 10:30 p.m. to 6:30 a.m.

This shift starting and quitting time may vary between each Local supplement. However, in no event shall a shift begin any later than 7:00 a.m., 3:00 p.m. or 11:00 p.m. or end any later than 3:00 p.m., 11:00 p.m., or 7:00 a.m.

Employees will be allowed to clock in no more than fifteen (15) minutes prior to his/her shift starting time and all employees must clock out no later than fifteen (15) minutes following the end of his/her shift ending time unless the employee has been assigned, called in, or scheduled to work prior to or after the end of their shift.

Each work group will provide the Company with a start/stop time, with a fifteen (15) minute window at the beginning of the shift and a fifteen (15) minute window at the end of the shift. All start and stop times are to be reviewed by the department manager to ensure operational needs are met.

Normal shift times for the extruders are 4:45 a.m. to 5:15 p.m. and 4:45 p.m. to 5:15 a.m. Normal shift times for the Shipping department are 4:45 a.m. to 5:15 p.m. and 4:45 p.m. to 5:15 a.m. Employees will not clock in or out earlier or later than specified above.

This does not apply to employees on real time.

In the event the regularly scheduled shift is a twelve (12) hour shift, see the department twelve-hour shift agreement.

- C. Work performed prior to or following the work shift will be paid at the appropriate overtime rate.
- D. For the purpose of computing overtime, the workweek will be forty (40) hours and the workday will be eight hours.
- E. All time worked by an employee in excess of eight (8) hours in any twenty-four (24) hour work period or over forty (40) hours in any work week shall be paid at one and one-half (1 ½) times the base rate. It is further provided that hours not worked on any of the twelve (12) holidays designated in Article XI, Section B, of this Agreement shall be considered as hours worked in computing hours in excess of forty (40) per week.
- F. The normal schedule of day workers is 7:00 a.m. to 12:00 noon and 12:30 p.m. to 3:30 p.m., Monday through Friday. The Company will arrange the schedule of day workers for five (5) consecutive days of eight (8) consecutive hours, lunch period of thirty (30) minutes excepted. An employee on day work requested to work through meal time will continue to work until 3:30 p.m. unless the emergency work is completed and the employee requests to be released at 3:00 p.m. Emergency work making it necessary to work through mealtime will be held to a minimum and will not be performed unless directed by the department manager.
- G. The Company will post changes in work schedules for the following week not later than 12:00 noon on Thursday.

- H. There shall be no duplication of overtime pay for the same hours, and payment of overtime for any hour or part of an hour on one basis shall exclude that time from consideration for payment of overtime on any other basis.
- I. Any employee who is required to work (not voluntary) more than fourteen (14) consecutive days (defined as continuous scheduled work days) will be given two (2) full consecutive calendar days off before being scheduled again. This does not apply to semi-annual outages. For the two days that an employee cannot be required to work, management will first attempt to fill the position through normal procedures but retains the right to fill the resulting vacancy by any means necessary other than filling the vacancy with the employee who is given the two (2) consecutive days off.

LOCAL AMENDMENT FOR OVERTIME

- A. Overtime shall not subject any employee to loss of time in order to keep within the established workweek.
- B. Overtime shall be paid on a daily or weekly basis, whichever is greater, but shall not be paid 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 holidays.
- C. If it is necessary to work beyond the end of the normal shift to complete a task or tasks and overtime is necessary, it will be performed by the employees assigned to the task(s). It is understood the Company has no obligations to utilize employees at an overtime or premium time rate if employees are available at the straight time rate.
- D. (1) With respect to extra production work which cannot be performed at the straight time rate, such work shall be performed by employees within the same job classification in accordance with the temporary vacancy procedure as set forth in the Collective Bargaining Agreement.
- (2) When the work to be performed is outside a job classification it will be filled as follows:
- Available personnel will be assigned to perform the necessary work without the incurrence of overtime.

- Employees on the preceding shift within the work grouping involved as determined by the Company in sequence of a continuous rotating list.
- Employees on the incoming shift within the work grouping involved as determined by the Company in sequence of a continuous rotating list.
- Employees who are on a scheduled day off within the work grouping involved as determined by the Company in sequence of a continuous rotating list.

After offering employees the opportunity to work in accordance with the above, and additional employees are needed, the first employee asked shall be required to perform the work, etc., until sufficient employees have been secured.

ARTICLE XIII SHIFT DIFFERENTIALS

The night shift differential for the second shift shall be seventeen cents (\$.17) per hour. The night shift differential for the third shift shall be twenty-four cents (\$.24) per hour. These shift differentials are not to be considered part of the hourly rates.

ARTICLE XIV STARTING AND QUITTING TIMES

Each employee shall be in his place ready to begin work at his designated starting time.

Employees are expected to report for work at the designated starting time unless they have obtained prior approval to be absent from their supervisor. If unavoidably prevented from reporting, an employee shall notify a supervisor in his department as soon as possible or at least one (1) hour before his designated reporting time unless it is impossible to give such notice, giving the cause and probable duration of the absence.

After an employee has been absent one (1) day or more, he will give notice of at least four (4) hours in advance to his supervisor when returning to work. If the employee is absent for fourteen (14) days or more, he will notify his supervisor as soon as possible but at least eight (8) hours in advance that he is returning to work. An employee reporting to work without giving the

required notice may be sent home and will not be eligible for reporting time pay.

An employee shall not leave his place of work until he has been properly relieved. If the relieving employee does not report for his regular shift, the employee not receiving relief shall notify his supervisor. The employee on duty shall stay on his job until a substitute can be secured, and if necessary, he shall work an extra shift, unless deemed contrary to other mutual shift agreements.

ARTICLE XV SWAPPING SHIFTS

Shift employees may exchange shifts, work a double shift, or exchange hours of work at the beginning or end of a shift providing they have prior written or verbal approval from their supervisor. The hours exchanged or worked must be worked back within the same pay period and the right to daily overtime on the hours involved will be waived.

ARTICLE XVI WAGES

A. The agreed upon wage adjustments between the Company and the Union for the Canton/Waynesville operations are reflected below:

- 5/14/2018 2% applied to all rates, rounded to the nearest whole cent, effective upon timely ratification
- 5/14/2019 2.5% will be applied to all rates, rounded to the nearest whole cent.
- 5/14/2020 2.25% will be applied to all rates, rounded to the nearest whole cent.
- 5/14/2021 2.25% will be applied to all rates, rounded to the nearest whole cent.

B. Wage rates shall be paid in accordance with Appendix C attached hereto and made part of thereof.

C. An employee temporarily working in a lower rated job shall receive his regular rate or week assigned rate, whichever is higher. An employee temporarily working in a higher rated job shall be paid the rate for that job for hours worked on the job, provided he performs that job for one (1) hour or longer.

D. CONTINUOUS PROCESS ALLOWANCE: Employees regularly assigned to a rotating four (4) shift continuous process operation will receive, effective September 1, 1998, a twenty-five cent (\$.25) per hour increase. Employees qualifying for this payment are ineligible to receive shift differential provided for in Article XIII. This allowance shall not be considered a part of the hourly rate.

E. REPORTING TIME: Should an employee report for work at his regularly scheduled time, and due to unavoidable circumstances his services are not required for that work day, payment will be made for four (4) hours straight time at his regular rate of pay. Reporting time hours paid for, but not actually worked, will be counted toward computation of daily or weekly overtime.

1. Reporting time pay shall not be paid if the failure to provide work is caused by storm, flood, fire, accidental breakdown, power failure, or other causes beyond the control of the Company.

F. WAGE ADJUSTMENTS

1. Rates on existing jobs shall not be subject to adjustment throughout the life of this Agreement, except as provided in "2" below.
2. When new jobs are created, or when substantial changes are made in the duties and/or workload of existing jobs, the Company and the Union will meet within thirty (30) days from the date the request is received, unless mutually agreed to extend the time limit, to negotiate the rate of the new job or the rate of the existing job that has been substantially changed. If no agreement can be reached, the Company will set the job rate. Such rate may be subject to negotiations at the next general 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.
3. The matter of wages is not to be a subject of arbitration.

ARTICLE XVII BENEFITS

Pension and Insurance Plans, which are described in the Master Agreement, or other booklets and documents are incorporated by reference into this agreement.

A. MEDICAL

Plan design changes, employee contributions and calculation of Employee Cost Sharing for Health Care to be determined by the Premium Rating Methodology referenced in the Master Agreement.

B. PENSION – Hourly and Non-Exempt Pension Plan

Effective May 14, 1999: All employees were locked in at \$26.00

Pension Plans, which are described in the Master Agreement, or other booklets and documents, are incorporated by reference into this agreement. See the Agreement dated November 25, 2013

C. MISCELLANEOUS AGREEMENTS RELATED TO BENEFITS

1. Benefit booklets need to be proofread by the Union before being published. After this is accomplished, these booklets need to be ready to distribute to employees within six (6) months.
2. Occupational Disability Supplement will be limited to a total of fifty-two weeks' maximum allowance per employee.
3. The Quality Health Care Team will also examine and make recommendations to the parties concerning the feasibility of implementing a flexible benefits plan and a retail prescription drug plan during the term of the agreement.
4. In the event Federal or State Health Care Legislation/Regulation results in a cost increase to either the Company or the employees beyond that contemplated by the provisions of this Agreement, either party may, upon thirty (30) days written notice, reopen the Agreement for discussion solely related to the Health Care issue and resolution of such in a mutually satisfactory manner.
5. The parties agreed to form a joint company/union committee to devise appropriate ways to control escalating health care cost.

D. NON-TRADITIONAL COMPENSATION:

The parties agree to promote and support compensation programs that go above and beyond base wages and that focus on improving performance and sharing benefits.

**ARTICLE XVIII
JURY DUTY**

- A. When a regular employee is called upon to serve on a jury, he shall receive the difference between the amount received for such jury duty and the "total rate" he would have received on his regularly scheduled job at straight time, provided the employee notifies his supervisor so necessary arrangements can be made.
- B. If an employee is scheduled to work the night shift on the night before he reports for jury duty, he will be excused from work that night. His pay will be computed as outlined above.
- C. Employees seeking reimbursement under this Article must present proof of hours served on jury duty and compensation received from the court in connection therewith. In the event that an employee is required to appear in court as a witness or defendant, the Company will try to grant the employee time off without pay.
- D. The understanding is that if an employee is on Jury Duty, whether active or on call, he/she will be paid their salary by the Company until they are released from Jury Duty.

**ARTICLE XIX
CALL-IN TIME**

- A. An employee who is called in to work after clocking out at a time other than his regularly scheduled shift shall be guaranteed a minimum of four (4) hours pay at his regular straight time rate or time and one-half for hours worked, whichever is greater. An employee so called will be allowed to leave after the work for which he was called has been completed. However, such employee may be required to do work of an urgent nature that has developed after the Company has called him. Hours worked on call-in time shall be included in computing weekly overtime.
- B. Call-in is not applicable when work is planned in advance and scheduled to commence at any specific time, if the employee is scheduled to work and is notified before leaving the plant on prior shift, or twenty-four (24) hours in advance of starting time of such work.

ARTICLE XX DISCIPLINE & DISCHARGE

- A. If an employee is called in for a disciplinary interview he/she shall be advised that he/she has the right to union representation and the employee and union representative have the right to examine the materials in their personnel files if used in the disciplinary interview. When a statement against an employee is to be entered into the personnel record of the employee, the Company will furnish the employee and the Union with a copy.
- B. An employee discharged shall have the right to request in writing the reason for such discharge. A copy of the reason for such discharge shall be sent to the Local Union President.
- C. All disciplinary action will be taken within five (5) working days (excluding Saturdays, Sundays and holidays) from the date the Company becomes aware of the infraction.
- D. LOCAL AMENDMENT FOR DISCIPLINE**
Conflict resolution issues between any employee of The Company, should be addressed by an appropriate group of the Union and the Company notwithstanding, this would not supersede the grievance procedure on specific contract issues or disciplinary issues spelled out in the contract.
- E. Discipline will include the following procedure determining how long discipline will remain active:
- Level 1, Verbal Performance Reminder- Discipline remains active for twelve (12) months.
 - Level 2, Written Performance Reminder- Discipline remains active for twelve (12) months.
 - Level 3, Final Written Performance Reminder- Discipline remains active for eighteen (18) months.
 - Level 4, Termination
- F. Coaching is not considered discipline

**ARTICLE XXI
FUNERAL LEAVE**

- A. In the event of the death (except for the employee's spouse, children, mother and/or father) in the immediate family of an employee who has been in the employ of the Company for sixty (60) days or more, the employee will be compensated at a regular straight time rate of pay for his scheduled days of work lost up to a maximum of three (3) consecutive calendar days. For the computation of the three (3) days maximum pay, the two (2) days preceding the funeral, the day of the funeral, and the day after the funeral are the only days to be considered.
- B. In the event of the death of the employee's spouse, children, mother and/or father, the employee, if he has been in the employ of the Company for sixty (60) days or more, will be compensated at a regular straight time rate of pay for the scheduled days of work lost up to a maximum of five (5) consecutive days. For the computation of the five (5) days maximum pay, the two (2) days preceding the funeral, the day of the funeral, and the two (2) days after the funeral are the only days to be considered. The Company may require proof of death and relationship before making such payments.
- C. The immediate family of the employee shall be limited to:

Five (5) Days	Three (3) Days
Husband/Wife	Brother
Father	Sister
Mother	Grandparents of Employee
Son	Grandchildren of Employee
Daughter	Father-in-law
	Mother-in-law
	Son-in-law
	Daughter-in-law
	Brother-in-law
	Sister-in-law

- One day for stepchildren not living with employee.
- One day for step parents who raised employee.
- Brothers-in-law and sisters-in-law are limited to blood brothers and blood sisters of the male employee's wife (female employee's

husband) and the wife or husband of each blood brother and sister of the employee.

- Sons-in law and daughters-in-law are limited to the wives or husbands of the blood sons and blood daughters of the employee.
- Legally adopted children will have the same status as children related by blood. Stepchildren living in the employee's household shall have the same status as children.

Time paid while on funeral leave will not be counted as hours worked for computing overtime.

Funeral leave pay will not be payable if any of the days lost fall within an employee's approved vacation period or leave of absence. No allowance will be granted in the case where, because of distance or other cause, the employee does not attend the funeral of the deceased.

ARTICLE XXII MILITARY LEAVE

- A. The Company shall comply with the applicable federal and state statutes pertaining to the re-employment rights of returning servicemen/women.
- B. Any regular employee who is a member of a National or State Guard Unit, or any United States Armed Forces Reserve component, who is required to participate in training for thirty (30) days or less, or temporary guard duty, will be granted a leave of absence for such purpose and may receive pay from the Company as follows:

The difference between the base pay received from the government and the straight time earnings of his scheduled work hours at the plant during the period of absence, up to a maximum of ninety-six (96) hours in any one calendar year.

ARTICLE XXIII LEAVE OF ABSENCE

A. GENERAL

Upon application by an employee and written permission from the Company, a leave of absence without pay may be granted at the discretion of the Company for a period of not more than thirty (30) calendar days without prejudice to seniority rights.

Extension may be granted at the discretion of the Company and seniority shall accrue during an approved extension.

Upon termination of an absence from work for five (5) or more scheduled workdays because of illness, or fifteen (15) or more calendar days for any reason other than vacation, the employee will report to the Medical Center.

An employee granted a leave of absence would notify his department manager at least twenty-four (24) hours in advance of the scheduled starting time of his job that he will be ready to resume his work.

Copies of all approved leaves of absence and extensions thereof shall be furnished to the Union.

A leave of absence is not required when absence is due to occupational injury or disease.

B. ELECTED OFFICE LEAVE

Employees who are duly elected to a full-time elected public governmental office at the Federal, State, or Local level will be granted a leave of absence up to a maximum of four (4) years (six (6) years if elected to the U.S. Senate.)

In the case of an employee elected to the State or Federal House of Representatives or Senate, a leave of absence will be granted and seniority shall accrue for the length of time the body is in full session.

Seniority shall not accrue during an elected office leave except as provided above. The Company shall be notified at least two (2) weeks prior to the end of the leave of the employee's intent to return.

C. UNION LEAVE

Employees may be granted a leave to work for the International Union and employees to work for the Local Union, provided the request is made in writing by the Union and approved by the Company. Such leave shall have a maximum of two (2) years. Extensions may be granted at the discretion of the Company.

Employees will be granted a leave to serve as President for the local union. Such leave shall have a maximum of three (3) years per term of office

Seniority shall accrue during a Union leave. When a promotion becomes available for which an employee who is on Union leave is eligible, that promotion shall be offered to him upon his return from leave. The Company shall be notified at least two (2) weeks prior to the end of the leave of the employee's intent to return.

D. FAMILY MEDICAL LEAVE

See Master Agreement Article XX, Section D.

**ARTICLE XXIV
MISCELLANEOUS**

- A. Supervisors will not perform work normally done by hourly rated employees, nor will the Company condone such work, except in cases of emergencies or unforeseen circumstances where failure to act promptly might result in harm or damage to personnel, plant, or equipment.
- B. When it becomes necessary to change methods of operation or kinds of products, which may result in elimination of jobs or combining of jobs, the Company will advise and negotiate the matter with the Local Union.
- C. With respect to the subject of contracting out, it is understood production employees will normally perform production work and maintenance employees will normally perform maintenance work. It is understood there may be times the Company must employ the service of outside contractors. The Company will notify, meet and discuss the need, manner and necessity to use such outside services with the Union prior to letting of the contract. If the work can be accomplished by the use of mill forces then bargaining employees will perform the work.

Excluded from these provisions are new construction and major replacement of equipment that requires special tools or equipment. The use of outside contractors shall be unionized contractors as long as cost and service levels are competitive.

- D. Each employee is expected to respect his supervisors and each supervisor is expected to respect the employee. Both parties to this Agreement realize the importance of getting along in the plant.

Harassment, profanity, or any other act of disrespect in the plant will not be tolerated.

- E. The Company will compensate those Union Officers, Stewards, or members, as designated by the Union at their respective hourly rates for the time lost from work due to keeping their appointments with Management, or investigating incidents that may become grievances.
- F. Items pertaining to any particular location at the time of development of this Master Agreement will continue to be handled by the Supplement at the Location.

**ARTICLE XXV
LOCAL AMENDMENT
MISCELLANEOUS AGREEMENTS**

The Local President's life insurance will be the same as the hourly bargaining unit and all company benefits will continue, as has been the practice. The Local President will have the option to purchase up to \$20,000 additional life insurance.

The Union President will be extended the option of taking a leave of absence equal to his regular vacation time, without pay, when he returns to the mill after serving as Union President.

The Rescue Squad will continue with the same understanding. The Search and Rescue team shall have the same understanding; however, the number of total eligible participants of both units shall not exceed ten (10) employees.

Scheduling of Meetings – Mandatory meetings such as safety meetings are a necessary part of everyone's job responsibility. In the future, employees (to include Supervision) required to be in attendance at one of these meetings would determine when they should be scheduled.

Identify those employees who have an interest in transferring to a skilled craft in the Maintenance Department and advise them of the necessary qualifications.

Involvement of appropriate personnel, including Department Manager and Union Vice President, will occur when considering changes to existing job bid qualifications.

The Company and the Union recognize the mutual benefit of consensus problem solving in attaining greater employee satisfaction in the solution of problems. This process will continue to be utilized in the future.

(Salvage) The Canton Mill Salvage Yard will be accessible for employees to make purchases of salvage material; however, on Monday, Tuesday, and on Wednesdays, material will be priced at a lower rate, which will be comparable to the bulk rate paid by the dealer. Each employee will be limited to \$100 per month of discounted purchase. The Salvage Yard operation hours will be Monday through Friday, 7:00 AM to 3:00 PM. Employee sales will be Monday, Tuesday, and Wednesday, 10:00 AM to 2:30 PM.

All verbal agreements concerning the method of signing vacations that are in place will be incorporated in this agreement.

ARTICLE XXVI MISCELLANEOUS

- A. The company shall provide bulletin boards to be used for the posting of notices pertaining to Local Union affairs and are limited to notices of Union recreational and social affairs, notices of Union meetings.
- B. No regular production or maintenance employee will be laid off or have his regular classified rate reduced as a result of the contracting out of work.
- C. It shall be understood that all Waynesville employees that have any 100% sick pay that was earned under Champion will carry all remaining time with them to the new Company.
- D. The following items shall be incorporated by reference into this Agreement. Also unless specifically outlined in this Article, all previous agreements, memorandums, and letters shall become null and void.
 - 1. It is understood that in order to efficiently operate all three lines, it may be necessary to call extra people when running (50) inch, or (72) inch, and 5 or more roll slits on winders or specialty boards such as laminated board, scrim, etc. It is understood that this is classified as extra work and shall not be paid as call in. This item may be reviewed and changed as conditions warrant.

2. Within thirty (30) days after ratification, the Company and Union will identify the areas that may require extra work.
3. Any vacancies that occur on the extruder lines that are less than thirty (30) days shall be filled on the shift that they occur on a week-to-week basis. If an emergency or unavoidable situation arises and the vacancy cannot be filled in this manner, the Company shall notify the Department Vice President and a decision shall be made as how to fill the vacancy.
4. It is also understood that if an employee's job is to be down for an entire shift and there is a vacancy in the Extruder Department that could not be filled, the employee may be used to fill the vacancy if they are qualified.
5. The previous language pertaining to training shall be changed from (30) days to (90) days when training for an Extruder Operator. If after (90) days an employee has not qualified, the Company and the Union shall meet to discuss an extension of training or other steps to be taken. Under no condition, can the Company take any measures toward disqualifying the employee without first meeting with the Union.
6. The layoff exempt status for maintenance shall be changed to state, that if a plant wide layoff occurs, a less senior employee in maintenance may be displaced by a senior employee in the plant if the senior employee in the plant can meet all of the education, experience, and skill qualifications that are required for the Maintenance Department.
7. When there is a plant wide shutdown, there shall be two (2) people on Fire Watch. The procedure for filling the Fire Watch jobs shall be as follows: One (1) person from maintenance by seniority and one other person from throughout the plant by seniority provided that they are qualified.
8. Normal starting time for Maintenance day shift will be 6:30 a.m. They will work through to 3:00 p.m. with a ½ hour unpaid lunch period. The normal lunch period will be from 11:30 a.m. to noon. However, in order to respond to special circumstances the company may stagger lunch periods for affected employees between 11 a.m. and 1 p.m. Those employees who are forced to work through their lunch may go home at

2:30 p.m. with supervision approval or continue to work until 3:00 p.m. with the last half (1/2) hour being paid as overtime.

9. The maintenance department V.P will provide the company with the names of three (3) maintenance hourly employees to participate with three (3) management employees in the selection of new employees for the maintenance department. The final decision will be management's responsibility.

10. The maintenance shift jobs will be by seniority preference.

The following agreements, memorandums and letters are incorporated by reference into this Agreement:

Plant General:

- Rate of Pay for Probationary Employees
- Agreement for Safety glasses will remain in effect.
- Twelve (12) hour shifts currently in effect at Waynesville, N.C. shall remain in effect until both parties mutually agree that they must be changed.
- Extract Formula June 14, 2018

Maintenance Department:

- November 17, 1993- Manning and 12 Hour Shifts
- June 28, 2001 – Probationary Period – General Mechanics
- The vacation scheduling procedure currently in effect for Maintenance shall remain in effect.
- Memorandum of Agreement Maintenance & Engineering
- Maintenance Upgrade:

The Parties agree to implement a formal program used to validate that an individual is qualified in terms of particular knowledge and skills necessary to be a Multi-Craft Maintenance Expert. This program will provide a framework where internal and external candidates for Waynesville Maintenance jobs can demonstrate that they are at an Expert Level. The program will also provide a process for determining knowledge and skills opportunities below the Expert Level, while highlighting areas in which to focus on training and development. The program will be tied to formalized testing and compensation.

In regards to the Maintenance Upgrade Program, the following process will be utilized during the initial testing process for current employees:

- Current Waynesville Maintenance Employees will be administered the Multi-Craft tests as soon as administratively possible following the contract ratification.
- Current employees who test to the Expert level on initial testing will receive an additional \$0.75 onto their regular rate of pay. The \$0.75 shall not be considered a part of the hourly rate.
- An Employee who does not test to the Expert level will be provided a skills and knowledge testing assessment to assist in determining skills gap and will be provided opportunities to re-test. This will be no sooner than six (6) months after the previous test was taken.

In regards to the Maintenance Upgrade Program, the following process will be utilized during the hiring process:

- Current Waynesville employees will have the opportunity to bid on the open maintenance position. To successfully complete the bidding process, the employee will need to meet the two-year degree requirement and complete the maintenance Multi-Craft tests and meet the minimum scores required.
- At this point, the candidate will then move to the interview process.
- If the candidate is selected and passes the aptitude test but does not test to the expert level, they will be placed in the current structure.
- If no bidders are awarded the maintenance bid, the bid will be open to Canton Maintenance employees. The Canton maintenance employee will follow the same Waynesville requirements and testing process.
- If no bidders are awarded based on the previous step, the position will be filled from the outside following the above testing process and requirements.

Shipping Department:

- Twelve Hour Shift Schedule for Shipping, dated May 16, 1991.
- Extra Work agreement dated May 10, 2018.
- Secondary Fibers Clerk agreement dated April 7, 2018.

Extruder Department:

- November 18, 1988 – Vacation Sign-up
- January 16, 1992 – 12-Hour Shift Schedule
- July 17, 2000 – New Line of Progression (addition of Team Assistant)
- June 20, 2001 – Creation of Baler positions
- June 20, 2001 – Creation of Extruder Services
- February 21, 2002 – (Modified 11-13-09) Guidelines for Taking Holidays in Extruder Department
- March 18, 2005 – Lines of Progression
- November 10, 2005 – Split Lines of Progression (Amendment to Agreement)

DEFINITIONS

- A. **Regular employee** is defined as an employee who has completed his probationary period.
- B. **Shift worker** is defined as an employee engaged in a continuous process operation, the services of whose occupation are normally required for more than one shift a day.
- C. **Day worker** is defined as an employee not engaged in a continuous process operation, the services of whose occupation are not normally required for more than one shift a day.
- D. **Emergency work** is work that can be neither anticipated nor postponed, such as unforeseen breakdown, which will cause loss in production or will endanger life or property.
- E. **Vacancy Replacement** is defined as an employee who fills temporary vacancies due to vacations and other absences, extra work, and training.
- F. **Relief Pool Employee** is defined as an employee who works out of the Relief Pool, which is maintained for the purpose of having available employees who can be used temporarily as Vacancy Replacements as defined herein and as provided in the Agreement. As a Relief Pool

employee, he will accrue only plant seniority and when assigned to a line of progression will work behind Vacancy Replacements.

ARTICLE XXVII COMPANY RULES

Employees are expected at all times to conduct themselves properly and perform their jobs in a safe and efficient manner. Rules for personal conduct are designed to regulate fairly and impartially actions of employees in order to assume a safe, orderly, and efficient operation of the Plant. Any employee who commits any of the following acts may be given disciplinary action, including discharge, either after a warning or immediately without warning, depending on the character of the offense. Repeated violations of the same rule, or compounded violations of all rules, shall be cause for accelerated disciplinary action.

1. Carelessness, neglect of duty, unsatisfactory work, or willful waste of supplies, materials, or raw stock of any kind.
2. Willful damage or theft of Company property or property of another.
3. Deliberate sleeping during working hours.
4. Possession or use of weapons, the carrying of concealed weapons, or the violation of any law or ordinance while on Company property is strictly prohibited.
5. Horseplay, physical assault on any person, or any act which could cause bodily harm to an individual or damage to Company property.
6. Violation of plant and departmental safety rules or policies.
7. Failure to report any injury to a supervisor and Medical Section or failure to report an accident to the supervisor.
8. Unauthorized operation of machinery or equipment.
9. Creating or contributing to unsanitary conditions or poor housekeeping.
10. Use of abusive, profane, or insulting language.
11. Employees interfering with others doing their work.

12. Posting or removing material from bulletin boards except by authorized persons.
13. Reading on duty unless required by work.
14. Gambling or participating in games of chance on Company property.
15. Leaving job during working hours without permission.
16. Habitual absence or tardiness. It is recognized by the Company and the Union that each employee is an individual case; and such factors such as length of service, types of absence, etc., shall be taken into consideration in the application of this rule.
17. Refusal to carry out instructions of supervisors, or other acts of insubordination.
18. Deliberately falsifying any personnel records, production or work reports or any other Company records.
19. Possession or use of intoxicants or illegal drugs, or reporting for or being on duty under the influence of intoxicants or illegal drugs.
20. Immoral conduct or indecencies while on Company property.
21. Smoking in other than designated areas.
22. Giving or taking inducements to obtain work or retain job.
23. Conviction of a Felony crime committed off Company property may be grounds for immediate discharge.

In addition to these general rules for personal conduct, special departmental rules which have been published or posted supplement these instructions and are applicable to all employees working in that department, after appropriately negotiating these changes with the Union.

**ARTICLE XXVIII
NON-COERCION**

The Company agrees not to interfere in any way with the exercise by employees of their legitimate rights to join and be active in the Union. The Union agrees not to intimidate or coerce employees to join the Union.

**ARTICLE XXVIX
CONTRAVENTION OF LAW**

If any provision or section of this Agreement is found to be in violation of laws or regulations of the United States, or the State in which the Plant covered by this Agreement is located, such provisions shall be superseded by the appropriate provisions of such law or regulations, so long as same is in force and effect. All other provisions of this Agreement shall continue in full force and effect. Any change to a federal or state law which may be related to this Agreement will be discussed by the parties, and if it is found to affect a provision of this Agreement, the parties shall meet and negotiate the change or changes to the Agreement to conform to the law. Should Section 14B of the National Labor Relations Act be amended or repealed, by either the State or Federal Government, the Company will notify the bargaining unit members they have thirty (30) days to become members of the Union.

**ARTICLE XXX
DEDUCTION OF UNION DUES**

A. Subject to the provisions of State and Federal laws, the Company agrees to make a payroll deduction of current Union dues of employees who are members of the Union. This deduction will commence with the next full bi-weekly pay period following receipt of an authorization signed by the employee in the following form and shall be deducted weekly, bi-weekly, bi-monthly or monthly:

The form shall be the standard form for Union dues deduction provided by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW).

B. It shall be the sole responsibility of the Company to remit the sums deducted (as designated by the USW International Secretary Treasurer) to the International Secretary Treasurer at the address provided to the Company by the Union. All monies deducted by the Company in accordance with this section will be remitted monthly to the Secretary

Treasurer of the USW along with an itemized statement of the deductions by such remittance. Same list will be given to the Local Union Treasurer. The Union shall keep the Company harmless against all claims, demands or other forms of liability that may arise out of the Company's compliance with this Article.

- C. The Company agrees that it will deduct voluntary contributions to the USW Political Action Fund each pay period from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC. The signing of USW/PAC check-off forms and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company. The USW/PAC check-off program shall remain in compliance with any applicable state or federal statute.

The Company shall remit monthly to the Treasurer of the USW/PAC, the total amount of voluntary contributions and a list of the employees who made said voluntary contributions. The remission of monthly USW/PAC check-off will be made to the USW Political Action Fund at Five Gateway Center, Pittsburgh, PA 15222 within 15 days following the end of each month.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this understanding.

- D. Subject to the provisions of State and Federal laws, the Company agrees to make a payroll deduction of current Union dues of employees who are members of the Union. This deduction will commence with the next full bi-weekly pay period following receipt of an authorization signed by the employee in the following form:

**ARTICLE XXXI
SAFETY AND HEALTH COMMITTEE**

- A. The following statements shall provide guidance for all employees in the area of safety and health:
 - 1. The Company and the Union are sincerely interested in the well-being of the employees and endeavor to provide and maintain safe and healthful working conditions.

2. Both the Company and Union recognize their mutual obligation to work together in the prevention, correction, and elimination of unsafe and unhealthy working conditions and practices.
 3. The Company agrees to maintain all reasonable and necessary precautions for safeguarding the safety and health of employees; and all employees are expected to co-operate in the implementation thereof.
 4. Accident prevention and training programs will be carried on continuously in an effort to avoid injuries to employees.
 5. The Drug Testing Policy/Procedure, which is described in the Master Agreement, is incorporated into this local supplement by reference.
 6. Regarding safe work practices, the Company and the Union believe that better production and better quality can be accomplished by employees who are safe workers.
- B. The Company agrees to accurately monitor real or suspected toxic atmospheric hazards in the work environment and to record, and publish as appropriate, the results of such findings.
- C. It is agreed that there shall be a Safety and Health Committee with a membership as follows: Up to seven (7) to be appointed by the Union and up to seven (7) to be appointed by the Company. The Committee will be chaired by the Company and the Union. The Committee will normally meet once each month and may be called into session more often if the need arises. Committee members will be paid their regular rate for any time lost from scheduled work. They will also be compensated for time spent while attending Committee meetings and participating in Committee inspections and investigations if they are scheduled off.
- D. The functions of the Committee will be:
1. Investigate serious accidents, injuries, and working conditions and practices which may adversely affect the health and/or safety of employees.

2. Make periodic inspections to determine safety and health practices and recommend indicated safety and health rules to further the accident prevention program.
 3. Make constructive recommendations for corrective actions based on committee findings and concerning all matters brought to their attention.
 4. On any safety or health issue arising in a given department, the Union Vice President from that area will meet with the investigating committee.
- E. All matters considered and handled by the Committee shall be included in the written minutes, which will be maintained and distributed in such a manner as to assure prompt follow-up on action items.
- F. Recommendations of the Committee will be referred to the appropriate department through the Loss Prevention Supervisor, who will establish any necessary follow-up procedures. A safety or health item, which needs attention between meetings of the Committee, will be taken up with the employee's supervisor and Shop Steward. If not addressed satisfactorily at that point, it will be referred to the Loss Prevention Supervisor and Department Vice President for follow-up action.
- G. The Company will continue to maintain medical facilities for employees during the hours of their employment.
- H. Employees are not expected to perform work that exposes them to conditions which are in violation of safety and health rules and regulations. Every practical effort will be made to eliminate such conditions. Questions regarding such conditions will be referred to the Loss Prevention Supervisor and the Department Vice President by the department manager for investigation and for determining what action is needed. When an unsafe condition report is filed by an employee, the Department Manager, Department Vice President and the Loss Prevention Supervisor will be the recipients of this report and they will investigate and make determinations within the spirit and purpose of this Article. This investigation will be initiated within ten (10) days after receipt of an unsafe condition report.

It is the Company's intent to correct serious conditions of an unsafe nature as promptly as practical. Efforts will be made to ensure that conditions of

this nature are corrected in an expeditious manner. To this end, it is understood that the status of safety related work orders will be posted at the mill entrance each month. When necessary, a quarterly meeting may be held for the purpose of reviewing safety related concerns. Present for this meeting will be the Union President or Executive Vice President of Local 507, Chairman and Secretary of Safety Committee and the appropriate Company Steering Committee Member(s).

ARTICLE XXXII ATTENDANCE POLICY

Modern business demands a steady attendance and prompt reporting to work. This is true in our facilities. It is imperative that all employees realize the importance of being on the job, on time, every scheduled workday.

In order to most effectively administer the above general statement of policy, the following regulations will be regarded as standard Company procedures:

1. Each employee absent from work has the responsibility of notifying the Company at least one (1) hour prior to the start of any shift on which he/she will be absent. In addition, each employee who will not be on the job at the time scheduled has the responsibility of notifying the Company prior to the start of any shift on which he/she will be tardy. Such notice should be made to the person(s) designated by each facility, such as a manager or supervisors on a call list designated by each department. An absence or tardy which is not reported as indicated above will be automatically classified as unexcused unless an extreme emergency prevented notification.
2. An unexcused absence on three (3) consecutive scheduled work days shall be grounds for immediate discharge. An unexcused absence on any three (3) scheduled shifts or an unexcused tardiness on any five (5) scheduled shifts in a rolling three (3) month period shall be grounds for immediate discharge.
3. If for any reason during the work schedule an employee must leave the premises, such employee must personally notify a member of management or responsible party in that area.
4. Absenteeism will be administered on an occurrence basis. For example, each time you are tardy, one half (1/2) of an occurrence will be charged. A full occurrence is charged when an absence is over four (4) hours. (Extenuating circumstances will be given consideration.) Approved days

off and waiting periods for STD and LTD as specified in the Labor Agreement will not count as an occurrence.

5. If an employee reaches four (4) occurrences or eight (8) days within any twelve (12) month period, the individual will receive the first level of discipline as to their absenteeism frequency.
6. If an employee reaches five (5) occurrences but less than ten days (10) days within any twelve (12) month period, they will be subject to the next level of discipline.
7. If an employee reaches six (6) occurrences but less than twelve days (12) days within any twelve (12) month period, they will be subject to the next level of discipline, which could include time off without pay. The Union/Management team will review each employee who reaches this level. The review process will ensure that all facts surrounding the case are presented to avoid inappropriate action. Plant management will determine the action to be taken.
8. An employee, who reaches eight (8) occurrences or more than twelve days (12) within a twelve (12) month period, will be subject to disciplinary action, which could include termination. The Union/Management team will review each employee who reaches this level to ensure that all facts surrounding the case are known and to avoid inappropriate action. Plant management will determine the action to be taken.
9. When a case is reviewed, an employee's absence reasons, absentee history, any special circumstances, and hardships will be taken into consideration.
10. Any employee who is on layoff, disciplinary suspension, or leave of absence for thirty (30) days or more will have the time frames for each step of discipline in steps 5 through 8 above lengthened by the time of such absence. If, for example, an employee is on leave of absence for two (2) months, the periods during which days and occurrences are counted toward the next step(s) of discipline are extended by two (2) months.
11. Once you enter the disciplinary action process, disciplinary actions will remain active for twelve (12) months from the issued date and any full occurrence during this time will move the employee to the next step of the disciplinary process and the twelve (12) month period issued date starts

over. If the employee works twelve (12) months without being charged with another full occurrence, all discipline will be removed. For a Final Warning, discipline will remain active for eighteen (18) months from the issued date. If the employee works eighteen (18) months without being charged another full occurrence all discipline will be removed.

12. Upon acceptance of this proposal from the date of ratification all current employees will have a clean attendance record except for employees who currently have a Final Warning or Last Chance Agreement; those employees attendance will be cleared 18 months from the date of the discipline
13. Disciplinary action followed by twelve (12) or eighteen (18) consecutive months as specified above without a chargeable absence will discontinue the disciplinary process for absenteeism.

ARTICLE XXXIII SUCCESSORSHIP

The Successorship clause which is described in the Master Agreement is incorporated by reference into this Local Supplement.

ARTICLE XXXVI SEVERANCE PAY

In the event a plant must sustain a permanent curtailment or shut down, an employee with one (1) or more year's plant seniority will be eligible for severance pay.

A laid off employee entitled to severance pay will be paid one (1) week of pay for each year of continuous service at his classified rate of pay.

The employee's continuous service shall be calculated from his most recent date of hire without further interruption in service.

If an employee is recalled after having received all the severance pay due, he or she, will begin again as of the date of his or her return accumulating a period of time which will be credited toward any future lay-off.

SCOPE OF AGREEMENT

It is the intentions of the Company and the Union, by this Agreement, to enter into a complete comprehensive bargaining agreement. Accordingly, it is agreed that this Local Supplemental Agreement, including any appendix or exhibits hereto, and the Master Agreement, embody the entire agreement and understanding of the parties with respect to the subject matter of this Local Supplemental Agreement and the Master Agreement. This Local Supplemental Agreement and the Master Agreement supersede all prior agreements and understandings between the parties.

It is recognized that during the term of Agreement, circumstances may arise which necessitate the bilateral resolution of unforeseen problems at the department level. This activity is desirable and encouraged.

With this Article, the parties intend to maintain the integrity of the Labor Agreement in its negotiated form; however, on an as needed basis, appropriate Company and Union representatives will meet to discuss and evaluate changes that may be deemed appropriate by either the Company or Union. If a written mutual agreement cannot be reached, the existing Labor Agreement will be adhered to. It is acknowledged that the Union cannot agree to any matter that would be contrary to Local or International by-laws.

In witness thereof, the Company and the Union have caused this Agreement to be executed. Dated this 18th day of December, 2019.

United Steelworkers, AFL-CIO/CLC

By: Thomas Conway
Leo W. Gerard
International President

John E. Shin
Stanley Johnson
International Secretary-Treasurer

Thomas M. Conway
Thomas M. Conway
International Vice President
Administration

Fred Redmond
Fred Redmond
International Vice President
Human Affairs

Daniel Flippo
Daniel Flippo
Director District 9

Alan Jones
Alan Jones
International Representative

Blue Ridge Paper Products Incorporated
(d/b/a) Evergreen Packaging

By: Wallace McDonald
Wallace McDonald
Gen. Mgr. Mill Ops. Canton/Waynesville

Teri McNett
Teri McNett
Director, Human Resources

Derrick Dyas
Derrick Dyas
Human Resources Manager

Danielle Williams
Danielle Williams
Human Resources Generalist

Brent Frampton
Brent Frampton
Business Unit Manager,
Maintenance and Engineering

Jody Mathis
Jody Mathis
Inventory and Production Control
Manager

Local 507.01 Waynesville Negotiating Committee:

Keith Jenkins
Keith Jenkins, President

Tina Rojas

Ricky Linsford

J. Mull

HOURLY RELOCATION GUIDELINES

At the time a Blue Ridge manufacturing location makes a decision to fill an hourly job position(s) from outside the facility (new hire), the following guidelines will apply per Article VIII (Seniority), Section I (Transfers), of the new master Labor Agreement. Note: These guidelines are effective for all Blue Ridge manufacturing facilities.

1. When a vacancy occurs, prior to hiring a new employee, incumbent Blue Ridge employees shall be given an opportunity for transfers between locations. It will be the responsibility of the location Human Resources representatives to notify other Blue Ridge manufacturing facilities of vacancies.
2. "Incumbent Blue Ridge employees," as used above, includes current active employees as well as laid off employees so long as they continue to maintain recall rights under the terms of their location labor agreement.
3. Although current Blue Ridge incumbent employees shall be considered prior to hiring from the outside, interested employees are still subject to the selection criteria (i.e., interview, testing, drug screening, etc.) in effect at the receiving location. Whenever possible the selection process will be coordinated with the interested employee's current location to minimize travel (i.e., telephone interview, local testing and/or drug screening, etc.) (Waynesville employees, who transfer to the Canton mill, are not required to take the TABE test as part of the selection criteria.) It must also be understood that the receiving location controls the timing of their vacancies and to be considered the employee must be able, and willing to make themselves available based upon the time constraints of the receiving location.
4. If an incumbent employee satisfies the hiring criteria and accepts an offer of employment at another Blue Ridge facility, they will establish a new plant seniority date consistent with the date they report for work at their new location. Transferring employees will not be subject to the new hire probationary period at the receiving location.
5. Transferring employees shall only retain their prior location seniority for earned vacation and pension. Their selection of specific vacation weeks

will be in accordance with their new seniority and vacation scheduling procedures at their new location.

6. Any existing waiting periods for employee benefits will be waived for a transferring employee and the employee will be immediately eligible for those benefits in effect at the new location.
7. A transferring employee will maintain membership in the international union and will be a member of the local union on the date of transfer.

Guidelines for Taking Floating Holidays in the Extruder Department as modified 11-13-09.

Every attempt should be made to fill the vacancy. This should also include contacting the Line/Department Manager or the person on weekend duty if the vacancy cannot be filled. This includes situations where an employee's relief is taking a holiday and the employee without relief is not able to fill it. This process should also include discussion of using the Team Assistant to fill the vacancy. When the Team Assistant was added to the line of progression, it was agreed that the Team Assistant could be used in some situations to fill vacancies. This should only be done as a last resort and after discussion with the Line/Department Manager.

If an employee calls in with an illness or injury and expects it to be a one-day absence, they may request to change this to a holiday upon returning to work to avoid a chargeable absence. The granting of such request shall be determined by management.

Employees missing two or more days because of an illness or injury may request to change the missed days to holidays. The granting of such request shall be determined by management. It is recommended that a doctor's statement be provided for the missed days.

LINES OF PROGRESSION

Waynesville Maintenance Department

300034	8107
General Mechanic	

300034	8109
MRO Clerk	

A Step	Start	8003
B Step	After 3 months	8004
C Step	After 6 months	8006
D Step	After 9 months	8008
	After 12 months	8107
Multi-Craft Maintenance Expert		8112

Waynesville Shipping Department
(Supervised by Product Services)

300113 8207
Clerk

300113 8210
Loader

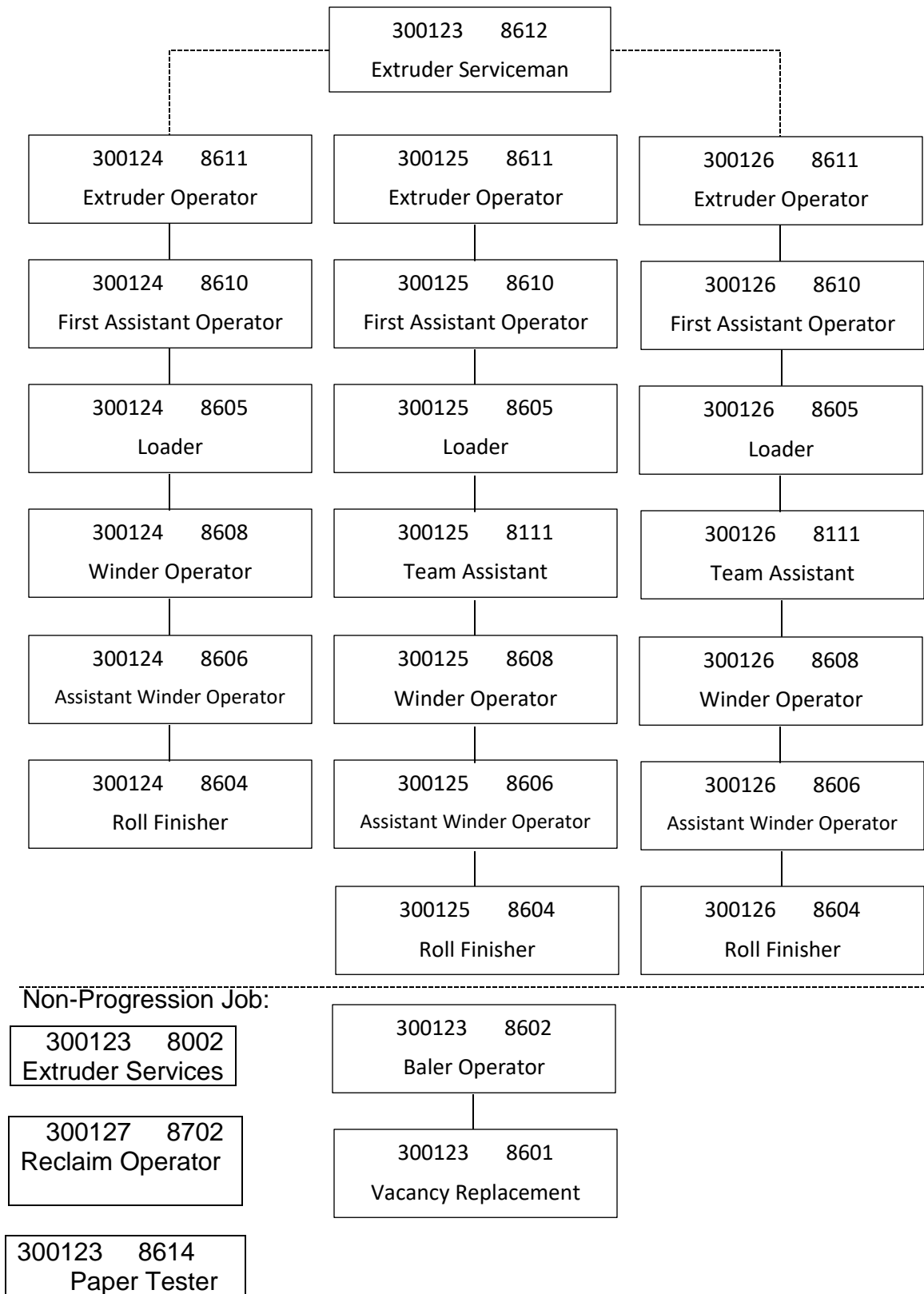
300113 8212
Back Door

300113 8214
Grab

300113 8201
Vacancy Replacement

Non-Progression Job
300113 8209
Secondary
Fibers Clerk

Waynesville Extruders



WAGE RATES

JOB CLASSIFICATION	5/14/18	5/14/19	5/14/20	5/14/21
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	2%	2.5%	2.25%	2.25%
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WAYNESVILLE**MAINTENANCE- 300034**

8112 Multi-Craft Maintenance Expert	28.88	29.58	30.23	30.89
8114-Maintenance Dept Supervisor	36.71	37.63	38.48	39.35
8113-Maintenance Planner	31.08	31.86	32.58	33.31
8107-General Mechanic	28.13	28.83	29.48	30.14
8109-MRO Clerk	22.93	23.50	24.03	24.57
<i>General Mechanic Probationary Rates:</i>				
8003-A-Beginning	24.46	25.07	25.63	26.21
8004-B-After 3 Months	25.07	25.70	26.28	26.87
8006-C-After 6 Months	26.30	26.96	27.57	28.19
8008-D-After 9 Months	27.18	27.86	28.49	29.13
8107-After 12 Months	28.13	28.83	29.48	30.14

SHIPPING - 300113

8207-Clerk	23.61	24.20	24.74	25.30
8209-Secondary Fibers Clerk	23.61	24.20	24.74	25.30
8210-Loader-Shipping	22.30	22.86	23.37	23.90
8212-Backdoor	22.26	22.82	23.33	23.85
8214-Grab	22.21	22.77	23.28	23.80
8201-Vacancy Replacement Shipping	18.05	18.50	18.92	19.35

EXTRUDERS

8612-Extruder Serviceman	25.06	25.69	26.27	26.86
8611-Extruder Operator	24.31	24.92	25.48	26.05
8610-First Assistant Operator	23.24	23.82	24.36	24.91
8605-Loader	22.67	23.24	23.76	24.29
8111-Team Assistant	22.45	23.01	23.53	24.06
8608-Winder Operator	22.32	22.88	23.39	23.92
8606-Asst Winder Operator	21.63	22.17	22.67	23.18
8604-Roll Finisher	21.11	21.64	22.13	22.63

8602-Baler Operator	20.91	21.43	21.91	22.40
8002-Extruder Services	20.29	20.80	21.27	21.75
8601-Vacancy Replacement Extruders	18.96	19.43	19.87	20.32
8614-Paper Tester	23.53	24.12	24.66	25.21
8702-Reclaim Operator	22.32	22.88	23.39	23.92
8502-P.E.T. Winder Operator	22.32	22.88	23.39	23.92
8000-Probationary Employee - Waynesville	15.50	For life of agreement		