LABOR AMENDMENT FOR HOURLY

By and Between

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

Canton Mill

Canton, North Carolina

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 CANTON MILL 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 Steel, Paper, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its affiliated 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 Canton/Waynesville non-exempt 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

- B. 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 canceled.

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

- 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. **GROUP SENIORITY** is defined as the length of unbroken service in a group within a department measured from the date the employee is regularly assigned to a job in that group.
- 3. **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.
- 4. **PLANT SENIORITY** is defined as the length of continuous service from the most recent date of hire with the Company.
- A. For the purpose of the Seniority Section of this Agreement, departments shall be defined as: RU/RU; Paper Manufacturing; Board Manufacturing; Maintenance; Product Services; Canton Truck Operations; Technical Quality Assurance; Materials,

Transfer Pool; Pulp Manufacturing; Non-Exempts; Waste Water Treatment Plant; Systems; and HROD. Groups within these departments that relate to group seniority as defined above are those outlined in Appendix B. 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.

B. 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.
- 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) 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 man who bypasses him. In the consideration of seniority in promotions, first preference shall be given to job seniority, followed by group, department, and plant seniority, in that order.
- 3. When an employee refuses a promotion 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 (both temporary and permanent) 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 (either temporary or permanent), 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 had 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 waives a promotion 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 accept temporary positions, the same as employees whose waivers are voided.
- 4. If less senior employee(s) in a classification refuse promotions to (waive) the next job in a line of progression at a time when senior employee(s) have not refused promotions (waived) and later the senior employee(s) decides to refuse a promotion (waive), the junior employee(s) waiver exceeding the 25% guidelines will be rescinded. The junior employee(s) will be obligated to fill temporary vacancies to the job affected but for purposes of permanent promotions, the waiver must be satisfied in accordance with provisions of this Article.
- 5. An employee who waivered will always be junior to the employees who bypass him except in case of a reduction to or below the classification the employee waivered from. The effects of the waivers for promotional purposes will remain.
- 6. Medical waivers will be recognized and will not constitute or be considered any part of the 25% waiver limit.
 - a. It is understood and agreed that no step in a line of progression will be completely blocked by those who are unable or unwilling to progress further. Therefore, when more than one-fourth the number of employees in a job classification refuse promotions, the Company shall discuss remedial measures with the Union and shall take necessary action up to and including removal of an employee from the line of progression. However, it is understood that the reduction of existing waivers to the 25% guideline will be accomplished through normal attrition.

b. All waivered employees are expected to transfer, assist, or perform tasks outside their normal assignment in conjunction with the New Workplace Culture and Employee Participation language.

C. 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 seven (7) days. No notices will be posted on weekends, holidays or Fridays. 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 one (1) year. Any Employee hired on or after ratification will not be eligible to bid until they have completed eighteen (18) months of active, full-time, continuous employment with Evergreen Packaging, LLC. as a Canton 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 shall have one job bid 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 and/or department 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.
- Openings in apprentice/maintenance classifications shall not be subject to the bidding procedure but will be filled by qualified applicants within the plant.
- 7. Upon ratification of this Agreement, all employees will be zeroed out for the purpose of the number of available job bids.

D. TEMPORARY VACANCIES

- Vacancies known to be of thirty (30) days duration or less, vacation periods, and military reserve training will be filled as follows:
 - 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 parentheses in the foregoing were added to the original context to help gain an understanding of this paragraph.

- b. The employee not receiving relief will have the preference of working the extra shift or part thereof; however, he will remain at his job until relief can be obtained and, if necessary, work the entire shift. The Company will make every reasonable effort to obtain the necessary relief.
- c. The employee who is scheduled to work the same job on the next succeeding shift will be offered the work.
- d. The employee who is on a scheduled day off from the same job will be offered the work.
- e. See 12-Hour Shift Agreements where applicable.
- 2. Non-progression vacancies will be filled by qualified Vacancy Replacements, Transfer Pool employees, or other qualified employees in the mill on the shift involved. If none of these options are available, then any other qualified employee may be obtained, which may include use of a job bidding procedure.
- 3. When the Union and the Company determine it is necessary to fill a vacancy which is known to exceed a thirty (30) calendar day duration, it will be filled as follows:
 - a. Positions above the Vacancy Replacement classification in lines of progression will be filled by seniority set-up, along established promotional lines beginning with the Monday following the date it became known, except that if it became known following the posting of the weekly work schedule, the seniority set-up will be made on the second Monday following the date it became known. However, nothing shall preclude the Company from making seniority set-ups for less than a thirty (30) calendar day period of time.
 - b. In non-progression job classifications, the job vacancy will be filled when the Union and the Company determine it is necessary, pursuant to Paragraph number two (2) above.

E. DEMOTIONS AND LAYOFFS

Demotions and layoffs shall follow the reverse order of promotions. The method of administering this 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, group, 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 group with the least group 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 group seniority than the employee being replaced. The affected employee shall then replace the employee in department seniority that 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.

2. Non-progression Jobs

An employee in a non-progression job who is affected by a reduction shall replace the employee in the group with the least group 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 group seniority than the employee being replaced.

The affected employee shall then replace the employee in the department with the least department seniority that 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.

3. Transfer Pool Jobs

An employee who has been displaced by the above process shall enter the Transfer Pool. In the event of a layoff, other than short-term, it will be handled as follows:

- a. When five hundred (500) or less employees who have recall rights are on layoff status, these will be the employees with the least plant seniority. Vacancies in lines of progression caused by this action will be filled by promotion along established promotional lines. Vacancies in starting jobs in lines of progression and in non-progression jobs will be filled in accordance with the job bidding procedure.
- b. When more than five hundred (500) employees who have recall rights are on layoff status, those employees in excess of five hundred (500) will be laid off in order of

plant seniority from starting jobs in lines of progression and non-progression jobs at the starting rate, and the Transfer Pool. Vacancies created by this action will be filled in accordance with the job bidding procedure.

- c. Probationary employees shall be laid off first.
- d. The provisions of this Section shall not be applicable to Truck Operations employees.
 - 1. In case of a reduction in the working force resulting in a layoff other than shortterm, 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 shortterm, the company will apply the WARN act as per notification and application
 - 2. For the purpose of job bidding, an employee transferred out of his regular department because of a reduction shall accumulate his department and group 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 group and/or department seniority date.
 - 3. 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 Resource office. Notified employees will be given ten (10) days, not including weekends and holidays, after mailing of such notice by the Human Resource 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.

F. SHORT-TERM LAYOFFS

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.

G. 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 personnel 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. RU/RU
- 2. Paper and Board Manufacturing
- 3. Maintenance
- 4. Product Services /Canton Truck Operations
- 5. Technical Quality Assurance
- Materials
- 7. Pulp Manufacturing
- 8. Non-Exempt

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 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.

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 mill 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 department 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. 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.
- e. 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.

D. INCREMENTAL VACATION

- 1. Employees with one (1) 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 vacation in this way must be given coincident with vacation scheduling. An employee will be allowed to take incremental vacation provided he secures permission prior to posting of the work schedule for the work week in which the incremental vacation will be taken, except in an emergency situation. The purpose is to provide an opportunity to avoid a chargeable absence and maintain normal build-up time for the week therefore granting emergency incremental vacation days off when appropriately notifying the Company. A total of five (5) incremental vacation days (forty hours) will constitute one (1) week of vacation. Incremental vacation will be counted as time worked when computing weekly overtime.
- 2. Incremental vacation pay shall be the employee's straight time rate times eight (8) hours for each of the five (5) 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 vacation days. Therefore:
 - a. Regularly scheduled vacation weeks have priority over incremental vacation days.
 - b. Incremental vacation days must be reasonably balanced evenly throughout the year, except in emergency situations.

- c. 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.
- d. In determining the availability of incremental vacation days, preference will be based upon Department seniority.
- 4. Incremental vacation days are not accumulative from year to year. All incremental vacation must be taken prior to the end of the year.

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, up to a maximum of twelve (12) paid holidays.

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**

- 1. The employee must have completed his probationary period prior to such paid holiday.
- 2. 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 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.

- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. 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 thirty (30) 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 thirty (30) 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.

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

- 1. Each employee shall be in his place ready to begin work at his designated starting time.
- 2. 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.
- 3. 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 for work without giving the required notice may be sent home and not eligible for reporting time pay.
- 4. 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 unrelieved employee 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 mutual shift agreements.
- 5. 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 period and the right to daily overtime on the hours involved will be waivered.
- 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) 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 A, 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. 1. 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.

- 2. a. 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.
 - b. 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 WAGES

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.

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

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.

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.

REPORTING TIME

- 1. 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.
- 2. 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.

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 XV 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 third 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 Blue Ridge Paper Products until they are released from Jury Duty.

ARTICLE XVI CALL-IN TIME

- A. An employee who is called in to work 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.
- 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 mill on prior shift, or twenty-four (24) hours in advance of starting time of such work.

ARTICLE XVII 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.

LOCAL AMENDMENT FOR DISCIPLINE

- A. Conflict resolution issues between any employees 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.
- B. 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
- C. A coaching document is not considered discipline.

ARTICLE XVIII 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	Grandparents of Employee
Father	Grandchildren of Employee
Mother	Father-in-law
Son	Mother-in-law
Daughter	Son-in-law
	Daughter-in-law
	Brother-in-law
	Sister-in-law
	Brother
	Sister

- One (1) day for stepchildren not living with employee.
- One (1) 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.

D. 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 XIX MILITARY LEAVE

- A. The Company shall comply with the applicable federal and state statues 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 mill during the period of absence, up to a maximum of ninety-six (96) hours in any one calendar year.

ARTICLE XX LEAVE OF ABSENCE

A. GENERAL

- 1. 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.
- 2. Extension may be granted at the discretion of the Company and seniority shall accrue during an approved extension.
- 3. 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.
- 4. 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.
- 5. Copies of all approved leaves of absence and extensions thereof shall be furnished to the Union.
- 6. 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.)
- 2. 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.
- 3. 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, 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.
- 2. 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.
- 3. 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 XXI 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.

Excluding 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, intimidation, 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. A pension plan and insurance plans, which are described in other booklets and documents are incorporated by reference into this Agreement, will not be changed during the term of this Agreement, unless mutually agreed.

LOCAL AMENDMENT MISCELLANEOUS

- A. The Company shall provide bulletin boards to be used for posting notices pertaining to Local Union affairs and are limited to notices of Union recreational and social affairs, notices of Union appointments, results of Union elections, and notices of Union meetings. Copies of posted notices shall be furnished to the Human Resources Department.
- 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. The following agreements, memorandums and letters are incorporated by reference into this Agreement:
 - 1. Agreement dated December 6, 1966, regarding the application of Item C of the first page of Appendix A.
 - 2. "Extract Formula" and agreement dated June 14, 2018.
 - 3. Memorandum of Agreement regarding Substance Abuse and its attachments dated January 2, 1990.
 - 4. On-Call Duty, Computer Repair, dated August 14, 1989.
 - 5. Letter dated April 6, 1998, pertaining to Canton Truck Operations, Extra Work procedure.
 - 6. Seniority, Landfill Group, dated August 8, 1988.
 - 7. Temporary Vacancy Procedure, Roll Finishing, dated August 31, 1990.
 - 8. Pulp Production line of progression change, dated August 31, 1990.

- 9. Vacation Scheduling procedures, Chip System Group, Pulp Production Group, Chemical Mfg. Group, and Woodyard Group, dated August 31, 1990.
- 10. Extra Work Agreement, Pulp Production and Chemical Manufacturing Group, dated August 31, 1990.
- 11. No. 19 Machine 12-Hour Agreement
- 12. All Verbal Agreements in place concerning the method of signing vacations, hours of work, and overtime procedures will continue.
- 13. Letter dated April 1, 1997, concerning extra work in the Recovery and Utilities Department (Nos. 10 & 11 Recovery.)
- 14. Letter dated January 18, 1996, Material Services Group, & Department, concerning Lines of Progression.
- 15. Letter dated September 1, 1997, Recovery & Utilities, Boiler Feedwater Group, concerning Job Additions.
- 16. Letter dated January 29, 1999, Converting Department, concerning group vacation signing, shift & job preference.
- 17. Effective upon ratification of this contract all 12 Hour Shift Agreements will become permanent unless mutually agreed.
- 18. Temporary Vacancy Procedure, Utilities Group, dated August 31, 1990.
- 19. General Understandings, Quality Control Department, dated August 31, 1990.
- 20. Shift Preferences, Pulp Manufacturing Department, dated August 31, 1990.
- 21. Line of Progression Change, Chemical Recovery Group, dated August 31, 1990.
- 22. In exchange for the elimination of the Safety Shoe allowance of \$25.00, the Company will increase the wage rate by five cents (\$.05) per hour. The rate increase will be applied prior to any general wage increase.
- 23. Vacation Scheduling, Landfill Operation, Letter dated October 13, 1981.
- 24. Letter dated June 10, 2005, Chemical Recovery Group, Line of Progression Change.
- 25. Letter dated January 12, 1996, B.K. Moore Understanding

- 26. Departmental Issues not covered by contract shall be agreed upon by the Union and the Company at a later date.
- 27. Letter dated March 19, 1992, concerning Incremental Vacations clarification.
- 28. Converting group 12-hour Agreement dated September 17, 1999.
- 29. Each 8-hour loader will select a 12-hour shift based on seniority. The clerk and the Loader (12 pm to 10 pm) will change to 12 pm 8:30 pm, Monday Friday. A shift preference will be posted for the clerk and loader.
 - If issues arise with the new schedule, the Company and Union will agree to meet and discuss such issues.
- 30. Letter dated May 2, 2018, concerning Maintenance LTD preference move.
- D. There are various written agreements that have been entered into between the parties since May 14 of 2006 through May 14, 2009 that continue to be valid. Any such written agreements, letters of understanding and memorandum are contained in a separate binder and continue to be binding unless, the parties have mutually agreed in writing to void such agreement. Both the authorized Union and the Company representatives must sign any agreements entered into between the parties after May 14, 2009.

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. **Transfer Pool Employee** is defined as an employee who works out of the Transfer 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 Transfer Pool employee, he will accrue only plant seniority and when assigned to a line of progression will work behind Vacancy Replacements.

ARTICLE XXII 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 mill. 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 serious 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 XXIII 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 XXIV 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 mill 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 XXV 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 standard 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.

ARTICLE XXVI 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 may 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 XXVII 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.

- 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 (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 eighteen (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.

Non-chargeable Occurrences:

Funeral Leave Military Leave

Personal Leave FMLA

Lack of Work Scheduled Day Off Disciplinary Action Floating Holiday

Paid Holiday Day Off Vacation - Regular & IV Jury Duty

Company Business
Approved Community Service
Union Business
Permission Granted

Summons To Appear In Court Occupational Illness/Injury
All days in an approved STD

Occurrence

Permission granted can be granted by the immediate supervisor for the area for a one day duration every six (6) months.

Chargeable Occurrences:

Tardy/Late Arrival
Non-Occupational Illness/Injury
No Word/No Show
Unscheduled Absence

ARTICLE XXVIII SUCCESSORSHIP

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

ARTICLE XXIX 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.

ARTICLE XXX MAINTENANCE

A. It is the desire of the Company and Union to maintain a skilled Maintenance work force. To facilitate this objective, openings in the Maintenance group of the Maintenance Department shall not be subject to the bidding procedure but may be filled by qualified applicants within the plant. Qualified applicants are to go through the Maintenance Hiring Committee process which currently includes a skills aptitude evaluation and interviews by a joint Union and Management team. This hiring team will recommend to management potential successful candidates.

Development of New Hires will be through a combination of OJT (on the job) training, personal instruction, and classes designed by their supervisor and/or Maintenance Training Coordinator to meet specific needs.

The Hiring team will consist of an equal number of hourly maintenance interviewers and company interviewers. The hourly participants will be selected by the Maintenance Vice President.

Successful applicants' seniority into Maintenance Department will start the day of accepting the job regardless of when released from their existing job. Successful applicant into the Maintenance Department will receive their current rate of pay or the Maintenance rate of pay, whichever is greater, until released into maintenance, at which time they will receive the Maintenance rate of pay.

This process does not preclude hiring directly from the outside. External candidates' hire date will be the day they report to work.

B. Inter-craft transfer is defined as the reassignment of journeyman from one craft to another. Inter-craft transfers are the responsibility of the Company and generally with the objective of achieving more economical manpower utilization and distribution while preserving craft lines. Inter-craft transfers are restricted to akin crafts as follows:

Craft Unit --- Functionally akin craft unit
Machinist --- Roll Grinder-General Mechanic
General Mechanic --- Mobile Equipment repair-roll grinder
Mobile Equipment repair --- General Mechanic
Electrician --- Instrument repair- Refrigeration
Instrument Repair --- Electrician- Refrigeration
Refrigeration --- Instrument Repair- Electrician
Filter Changer --- Fire Inspector

Fire Inspector --- Filter Changer

Inter-craft transfers of journeyman will be made from the craft being reduced to the akin craft provided the journeyman has the experience, training, and demonstrated ability of a journeyman of the new class group. Apprentice training will be considered adequate training for these purposes. An employee transferred from one craft to another may return to his former craft before it is increased, if he so desires.

C. The rate of progression within journeyman and helper classifications is based on time worked in the classification as follows:

Journeyman	Journeyman	
(Promoted from helper)	(Promoted from apprentice)	Helper
A – Starting Rate	A – Starting Rate	A – Starting Rate
B – 12 months	B – 6 months	B – 6 months
C – 24 months	C – 12 months	C – 12 months
D – 36 months	D – 18 months	D – 18 months

- D. A vacancy on the shift repair crew will be filled by giving preference to seniority.
- E. A seventeen cents (\$.17) per hour premium allowance is paid to employees when assigned to shift repair.
- F. A fourteen cents (\$.14) per hour premium allowance is paid to maintenance employees when assigned to shift work.
- G. In exchange for the elimination of the tool allowance of \$170.00, the Company increased the wage rate by ten cents (\$.10) per hour for all impacted employees.

PREFERENCE MOVES

- A. When a new crew or jobs are formed or when there is a vacancy in a crew or shift repair due to retirement, promotion to salary, death, termination, resignation or going back to days, employees in the craft affected will be allowed preference to the vacancy in accordance with their seniority. Maintenance will be limited to five (5) preference moves in a career, and the minimum time between moves will be one (1) year. The only exception to the one (1) year minimum will be that if, within one (1) year after an employee accepts a preference move to a crew, a preference move to shift repair becomes available, that employee will be eligible according to the outline In Article XXX, Section H of the Labor Agreement.
- B. The vacancies resulting due to the above shall be filled, if necessary, by assignment. Such vacancies shall be filled by management's assignment after employees in the associated craft have had an opportunity to express their interest. However, if an employee must be assigned without a desire to the vacancy, the employee assigned shall be the junior 'D' Step employee of the craft affected, with consideration given to 'A', 'B', and 'C' Step journeymen."

- C. Any reduction in a crew of shift repair shall be handled in reverse order of being assigned.
- D. The reduction of maintenance mechanics that occurred on March 12, 1999, will be returned to their respective shifts without a loss of seniority on shift repair.

Extra Work & Call-In Procedure – Maintenance Group

1. Extra Work

- a. Survey of the appropriate personnel in relationship to job continuation.
- b. Lacking sufficient volunteers, survey the available shop or crew by way of the voluntary work list.
- c. After having made a reasonable effort to secure volunteers, the Company may require employees to work the extra time, in relation to job continuation.
- d. Lacking sufficient personnel, employees may be required to work and secured from the shop or crew where the work arose by way of the required work list.
- e. Lacking sufficient personnel, employees may be required and secured from the other shops or crews which were previously surveyed for volunteers by way of the required work list. If necessary, personnel may be obtained from any shop or crew by way of the required work list.

Note: It is understood that the voluntary and required work lists are two separate lists.

- Both lists function as continuous rotating lists on a per occurrence basis. Each list should consist of the regular assigned shop or crew members.
- Shift workers on their off shift who are assigned to a day shop or crew should appear last on each of the respective lists for the appropriate shop or crew.
- Job continuation as presently understood shall continue to be applicable in the case of the maintenance group overtime.

Extra Work - Call-In Procedure

- A. Survey of shop or crew personnel on the call-in list where the work arose.
- B. Starting with number one for the man who had the last opportunity for overtime as of 7:00 a.m. Friday and so on. The same list will be used for a period of one week by the shift repair foreman in case call-ins are necessary. For an employee's name to be placed on the list, the employee must inform his foreman that he would like his name on the list. Thereafter, the employee may add or delete his name from the list

any time for a succeeding week. It is the responsibility of the employee to insure that his/her name is on the required list.

- C. Survey of any other employee from the call-in list.
- D. In those situations where specialized skills are needed for the accomplishment of specific work, the individual known to have the skills will be contacted for the work without regard to an overtime list. These call-ins will be reviewed by the maintenance VP.
- E. Workload as presently understood with respect to maintenance group shift workers shall continue to be applied. Pertaining to temporary vacancy and extra work extra work incorporates call-in. Workload pertains to employees in the mill or on the job.
- F. It is understood that the Company has no obligation to utilize employees at an overtime or premium rate if employees are available at a straight time rate. Any employee that agrees to work more than their regular schedule and does not report as assigned will be subject to the applicable attendance policy guidelines.

Stagger Days

- A. Stagger outs are permissible for day workers after having worked beyond 12:00 midnight and for shift workers after having worked beyond seventeen (17) consecutive hours.
- B. If so exercised, a make-up day may be permitted upon approval by the immediate supervisor provided, that the employee involved makes a request and approval is granted as to date and shift of make-up.
- C. In all cases, make-up days are intended to be productive work days and recorded as straight time hours that day. Make-ups must be arranged at a mutually agreed upon time in the involved work week or otherwise forfeited. Make-ups must be arranged with supervisor and can be worked after regular scheduled work days, with the understanding that daily overtime will be forfeited.

Outage Work for Shift Repair

Management reserves the right to determine the number, if any, of extra people to be used on outages. Extra work and overtime on outages will be offered in the following manner:

- First: The overtime/extra work will be offered to the short off employee.
- Second: The overtime/extra work will be offered to the long off.
- Third: The overtime/extra work will be offered to the incoming shift.

Note: Outage work is defined as planned equipment downtime for the purpose of scheduled maintenance, planned at least twenty-four (24) hours in advance.

The scheduling of the 6:30 p.m. to 6:30 a.m. shift onto days should be held to volunteers, if possible. The scheduling of the long off people to work should be a last resort and should be held to a minimum. The scheduling of long off employees to work will be reviewed by the maintenance V.P.

Temporary Vacancies-Shift Repair

Temporary vacancies of less than one week will be filled by the following procedure:

- 1. The vacancy will be offered to the short off employee(s), from the classification involved based on the straight rotation. (Seniority List)
- 2. The vacancy will be offered to the long off employee(s), from the classification involved, based on straight rotation. (Seniority List)
- 3. The vacancy will be offered to the employee(s) on the job, based on straight rotation. (Seniority List)

Shift repair - night shift vacancy of four (4) hours or less at the beginning of the shift will be filled as follows:

- 1. The vacancy will be offered to the employee(s) on the job in the same classification. (Rotating overtime list)
- 2. The vacancy will be offered to the short off employee(s) in the same classification. (Rotating overtime list)
- 3. The vacancy will be offered to the long off employee(s) in the same classification. (Rotating overtime list)

Shift Repair - A shift repair vacancy of four (4) hours or less, at the end of the day shift will be filled as follows:

- 1. The vacancy will be offered to the in-coming shift employee(s) in the same classification. (Rotating overtime list)
- 2. The vacancy will be offered to the short off employee(s) in the same classification. (Rotating overtime list)
- 3. The vacancy will be offered to the long off employee(s) in the same classification. (Rotating overtime list)

Note: Known vacancies, known in time to be put on the weekly work schedule, will be scheduled when appropriate. (See promotions to shifts, both temporary and permanent.)

Note: These procedures for filling temporary vacancies for four (4) hours or less are not intended to replace the more than four (4) hours temporary vacancies.

Promotions to Shifts - Temporary and Permanent

The parties recognize that temporary vacancies generally fall into two categories, scheduled and unscheduled. A scheduled vacancy is one that is known prior to the start of the workweek for which a replacement can be scheduled. An unscheduled vacancy is one that is not known in advance for which a replacement cannot be readily scheduled. However, it is understood that an unscheduled vacancy becomes a scheduled vacancy at the beginning of the next workweek when it is known that the vacancy will continue to exist and it is possible to schedule a replacement. Therefore, when it is necessary to fill a temporary vacancy which occurs among shift workers, it shall be filled as follows:

1. Promotions to shifts shall be on the basis of a temporary or permanent step-up. This is applicable to known vacancies which may be scheduled in advance.

Temporary step-ups may occur for a known vacancy of at least one (1) week, but not more than twenty-eight (28) days. These are scheduled vacancies as reflected in the "temporary vacancy" procedure for the maintenance section in the maintenance department. The guidelines for such step-ups are as follows:

- 1. A continuous rotating list by craft starting with the least senior "D" step journeyman to the most senior employee will be maintained for securing personnel for such vacancies.
- 2. Starting each week, the necessary personnel will be obtained from the appropriate list, beginning with the next employee listed after the last person that worked.
- 3. If the next person is known to be unavailable for the entire week (vacation, illness, etc.) they will be by-passed for that time. When an individual is by-passed, due to their unavailability, they remain first on the corresponding craft list for the next vacancy or a future vacancy for which they are available.
- 4. For the purpose of overtime eligibility, employees temporarily stepped up will be considered for overtime in the crew that they are temporarily assigned.
- 5. An individual may swap one week at a time, from the list, and be counted as worked provided:
 - a. They present to the company an acceptable replacement employee.

- b. The replacement is identified and approved by 3:30 p.m. on the prior Wednesday to the up-coming workweek.
- c. The replacement employee fills the vacancy needs for the entire week.

Should the vacancy on shift exceed the defined temporary status, the following will apply:

- 1. By seniority, personnel from the craft involved will be surveyed to secure a volunteer for this assignment. If there are no volunteers, then the available junior "D" step journeyman shall fill the position.
- 2. Senior "D" step journeyman may return to day worker status provided they have worked, on shifts for no less than six (6) continuous months. Should this option be exercised, the vacancy created, will be the same as a permanent vacancy. When a request is made to return to days, one additional work week must elapse before the employee can return to regular day work.
- 3. A junior "D" step journeyman may return to day worker status in less than six (6) months provided a more senior employee requests to go on shift or should a less senior "D" step journeyman become available.

MAINTENANCE TWELVE HOUR SHIFT AGREEMENT

Twelve Hour Shift Schedule - For All maintenance employees assigned to work temporary or permanent Shift Repair.

- 1. There will be a problem solving group to review issues arising from this twelve (12) hour shift agreement on an as needed basis. This shall be a joint Company and Union committee.
- 2. Time and one half will be paid for all hours worked in excess of twelve (12) hours within a continuous twenty-four (24) hour period, beginning at the start of a designated shift or for any hours worked consecutively in excess of twelve (12) hours or for any hours worked in excess of forty (40) hours in any work week.
- 3. The established workweek for all employees will begin at 6:30 a.m. on Monday and end at 6:30 a.m. the following Monday. For the purpose of computing overtime, the normal workweek shall be forty (40) hours. This shall not be considered a guarantee of either twelve (12) hours a day or forty (40) hours a week.
- 4. Under present operating conditions, the normal schedules are as follows:

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Day Shift --- 6:30 a.m. to 6:30 p.m. Night Shift --- 6:30 p.m. to 6:30 a.m.
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Note: Early relief will be limited to fifteen (15) minutes prior to the start of the shift.

- 5. The holiday provision of the local amendment applies as written. An exception to the eight (8) hour holiday pay will be allowed for the one existing floating holiday which will be paid at twelve (12) hours.
- 6. The jury duty, military leave, and funeral leave provisions of the Local Amendment applies as written with the exception that twelve (12) hours straight time replaces an eight-hour straight time basis for scheduled hours lost from work.
- 7. Temporary disability will be administered in accordance with the principle that this benefit will be based on the twelve (12) hour shift being a regular work schedule. Employees will be compensated in accordance with this provision using the twelve (12) hour straight time shift as the basis rather than eight (8).
- 8. Shift differential or continuous process allowance pay will continue while on this twelve (12) hour schedule.
- 9. Incremental Vacation will be provided as follows: Four days at ten (10) hours per day.
- 10. For the purpose of vacation scheduling, the "Day Week" is defined as the shift group scheduled to work four days on the day shift in a given work week. If the "day week" shift group has more than one person on vacation, the night shift may be directed to come in two (2) hours early as determined by the Company.
- 11. It is understood that a regular day worker may be stepped up to shift work on a temporary basis. When this occurs overtime pay is determined as outlined herein.
- 12. It is understood that the continued success of this agreement is dependent upon the work group's ability to avoid excessive continuous work hours as a result of insufficient relief for vacancies or extra work. Sufficient relief is typically obtained from the personnel on their scheduled day off. The reasonable availability of the "off" personnel on a voluntary basis is a key factor to the success of a twelve (12) hour shift operation.
- 13. Stagger days will be permitted as provided in "Extra Work and Call-In Procedure, maintenance group of the maintenance department." However, the period of time will be no more than eight (8) hours from the start of the next designated shift of the following day.

DAY MAINTENANCE SHIFT SCHEDULE

The normal schedule for maintenance day shift workers will be from 6:30 a.m. to 2:30 p.m. with no designated time outlined for lunch. This new schedule and lunch process will become effective within two (2) weeks following ratification and will remain for the term of this agreement. This is with the understanding that eating will take place around job assignments, as workloads permit, and with permission from supervision. Permission will not unreasonably be denied.

Anyone abusing this process will be dealt with on an individual basis as a violation of company rules. A joint committee of no more than three (3) union and three (3) management representatives will meet at least once every six (6) months to address any issues with the new system. The purpose of this joint committee and meeting is to discuss any issues with the new system and work together to address them at the earliest point possible. The parties are committed to work together to make this process work for the benefit of the employees and the company.

VACATION SCHEDULING PROCEDURES – MAINTENANCE GROUP – MAINTENANCE DEPARTMENT

The following will establish the procedure for scheduling vacations in this group and is understood to supersede Article X (10), C, nine (9), A through E. All other portions of this article and labor agreement remain in full force and effect.

- 1. Vacations will be scheduled evenly across the fifty-two (52) weeks of the calendar year with one employee off per week per vacation group. In those groups 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.
- March, April, September, and October are normally the mill outage months. Should conditions result in different mill outage times, the Company and the Union agree to discuss such changes and may mutually agree to modify the application of available vacation weeks.
- 3. Vacation preference will be by department seniority within each vacation group. Vacation weeks may be signed in one block or split. When vacation weeks are split, the second or third choices are not permitted until the whole group has exercised a first choice by department seniority.
- 4. Vacation weeks vacated during the calendar year which do not exceed the guidelines, will be posted for a period of ninety-six (96) hours. The senior employee below the employee giving up the week, who bids within the group and has not previously had the opportunity of taking the week in question, will be given the vacant week, if so requested.

- "Anniversary" vacations will not be counted as part of the total per group vacations, but will be signed after all other vacation signings for a vacant week following the anniversary date. If there are no vacant weeks, one additional signing will be permitted.
- 6. Shift repair will sign vacations by seniority by shifts (J, K, L, M). One off per groupper week across the fifty-two weeks per year. During the normal sign-up period, the shift repair may sign for "day week(s)" in addition to the above. If taken in this manner, the incoming shift will be scheduled to cover the extra two (2) hours for the four (4) days involved. (Monday through Thursday 4:30 p.m. to 6:30 p.m., thereby not requiring this vacation to be filled by the rotating list.) If the scheduled shift person desires relief, it shall be their responsibility to obtain this relief.
- 7. If a vacation is requested that falls outside the above criteria, the zone foreman, shop steward, and employee will make a good faith effort to work out a solution.

Vacation Scheduling

The following information should be considered before signing for vacations:

- If you elect to take one week of vacation in incremental vacation days, you must indicate this on the sign-up sheet by marking the appropriate block. This choice will not affect the normal vacation signing procedure, except that you will be signing one week less of your normal allowed vacation.
- 2. It will be the responsibility of the group supervisor to ensure that incremental days are spread evenly throughout the year.
- 3. As was agreed in department negotiations, each group may develop its own method for signing vacations, i.e., who signs first, how many weeks back to back, order of signing, etc., as long as the group is in agreement. If agreement cannot be reached, the established procedure must be used with respect to seniority.
- 4. Vacations for salaried supervisors should be scheduled separately from that of hourly employees.
- 5. The first week of January will be the first week for vacation scheduling purposes and the remaining fifty-one weeks will be the last available weeks. (Please note that there are fifty-two weeks included in the vacation schedule.)

Incremental Vacation

1. Employees may take one (1) week of their vacation in one day increments. Notice of intent to take one week of vacation in this way must be given coincident with

vacation scheduling. An employee will be allowed to take incremental vacation provided he secures permission prior to the posting of the work schedule for the workweek in which the incremental vacation will be taken. A total of four incremental vacation days constitute one week of vacation. Incremental vacation will be counted as time worked when computing weekly overtime. Vacation Pay for incremental vacation day(s) shall be included in the employee's regular paycheck, which is issued for the pay period in which the incremental vacation was taken. Maintenance day shift workers (6:30 a.m. – 2:30 p.m.) will be permitted to take two (2) of their five (5) incremental days in half-day (four [4] hour) increments, provided they secure permission prior to the posting of the work schedule for the work week in which the incremental vacation will be taken, except in emergency situations.

- 2. Incremental vacation pay is the five (5) days straight time rate times eight (8) hours for each of the five (5) days that are available. If the employee is on a seniority step-up at the time the vacation day is taken, his day(s) vacation pay will be computed at the stepped up rate.
- 3. It is recognized operational and scheduling needs must be balanced when allowing vacation days. Therefore;
 - a. Regularly scheduled (full week(s)) have priority over incremental vacation days.
 - b. Incremental vacation days must be reasonably balanced evenly throughout the year.
 - c. 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.
 - d. In determining the availability of incremental vacation days, preference will be based upon department seniority.
- 4. Incremental Vacation Days are not accumulative from year to year. Any remaining incremental vacation days at the end of the year will be compensated at the normal straight time rate and this vacation time will not count toward overtime.
- 5. For further clarification, see letter dated March 19, 1992, from Marque Kilpatrick to the department managers.

Floating Holiday

Employees may take their floating holiday starting January 1st, provided they qualify for the holiday, give advance notice for the holiday, and the particular day requested is

approved by the Company. The following are guidelines for the administration of the holiday but are not all inclusive.

1. A holiday selection sheet will be passed out in the department prior to January 1st. Employees will sign their preferred date for the floating holiday. This is not a mandatory sign-up sheet but is used to help plan for department vacancies during the year. Department seniority will prevail in the event of a conflict for certain holiday dates. After the employees have signed up and the floating holiday tentatively approved, there will be no bumping of the tentatively approved employee's floating holiday.

Note: The signed sheet for the floating holiday may be changed by the individual with the approval of supervision.

- 2. Employees will be allowed the option of working or being off on their choice of the floating holiday, provided all other factors are abided by. It will be necessary for employees to notify supervision as to whether they will work or desire to be off on their floating holiday. Supervision will notify employees after the above signing whether the requested date is satisfactory as to operating conditions and thus whether it will be permitted.
- 3. If after the above the employee desires to change his/her request, he/she may do so with permission, provided the request is made at least four (4) days prior to the new day requested. In emergency situations, supervisors may deviate from the time of change notification as stated above. In these situations it is necessary that the employee make the request twenty-four (24) hours in advance.
- 4. At times of illness or injury an employee may re-schedule his/her choice of a holiday to a day of illness or injury provided the supervisor grants approval.
- 5. The day to be considered a holiday under this provision shall be any normal scheduled shift or unscheduled shift. Each employee who has worked under the employment of the Company for a minimum of sixty (60) days shall be allowed one (1) day per calendar year under the provision.
- 6. There will be no allowed pyramiding of holidays, i.e., employees will not be allowed to designate a holiday under this provision where a holiday already exists under the Labor Agreement.
- 7. In all cases of exercising the right to take a holiday under this provision it will be necessary for the employee to have prior permission from supervision.

Maintenance General Understanding

- Maintenance employees that are scheduled to work a holiday may opt to be off or work on the holiday. However; if enough qualified employees do not volunteer to work the holiday, employees may be scheduled as needed, as determined by management.
- 2. Maintenance employees that do volunteer to work may be assigned to work in any area of the mill.
- 3. The normal hours of work for the maintenance department may be changed as agreed by the union and the Company to meet the needs of the department.
- 4. The present vacation scheduling will be followed. However; if the crew and the supervisor determine that a different vacation schedule can be worked out to better meet the needs of the Union and the Company, the supervisor will have the authority to make the change.
- 5. An hourly rated employee who volunteers as a relief foreman may be utilized at his current rate of pay on an as-needed basis at the discretion of the Company. However, he will not relieve a salaried supervisor when to do so would necessitate overtime, or create an hourly vacancy.
- 6. Each crew may develop their own method for working overtime situations whether voluntary or forced overtime. However; if no agreement can be reached, the existing procedure relating to overtime situations will apply.
- 7. The Company and the Union will meet and make a joint decision on who has the responsibility/accountability of the tool houses.
- 8. The planner or originator of a contracting out work order will meet with the Union vice president or his designee to discuss the work prior to contracting the work. The supervisor will be responsible with input from the shop steward, to insure that the work is being performed. When one contractor finishes and the Company switches to another contractor, the Company will meet with the Union vice president to discuss the matter.
- 9. All contract work being performed in the plant should be posted in the area during and after the job including the specifications. The use of mill personnel and facilities should be utilized whenever possible to reduce outside service costs.
- 10. Day workers and shift workers working the day shift into additional overtime hours will be permitted to stagger out the following day shift when they have continuously worked beyond 12:00 midnight.

- 11. A permanently assigned shift worker who is assigned to extra work on the day shift, will be allowed to continue the present practice of working through the hours assigned and not having to take the unpaid lunch period.
- 12. In the event that a day worker, stepped up to shift repair, works off the 6:30 p.m. to 6:30 a.m. shift Sunday night back to their normal Monday day shift, they will be permitted to work straight through until 4:30 p.m. At this time, their Monday day assignment is over.
- 13. A craft vacancy arising due to the unavailability of either an apprentice or helper will be filled when necessary by offering the opening to the present journeyman. The offer to fill such a vacancy would be made by surveying the appropriate personnel by seniority. The minimum qualifications required to fill a vacancy would be previous apprentice training or other qualifications as determined by the Union and the Company.
- 14. In the event of a job accident, the Union vice president of that department will be equally involved in the investigation. The Union vice president will receive a copy of all pertinent information including the Company's full report and will be involved in the recommendations to keep the accident from re-occurring.
- 15. The vice president and shop stewards will have a reasonable amount of time to investigate grievances/conduct union business during working hours
- 16. Incremental vacation will be provided as described in the current Local Amendment.
- 17. The provisions of this article shall supersede all previous side agreements prior practices, prior guidelines, customs, and understandings, whether written or oral that are in conflict with the specific provisions of this Article XXX. There are no other side agreements, memorandums, or understandings, written or unwritten, signed or unsigned, except contained herein. Article XXX can only be amended by mutual agreement between the Maintenance Department by a majority vote of the affected people in attendance. Changes in this Article XXX must be signed by the Company, local Union, and the international representative.
- 18. All contract work being performed in the plant should be posted in the area during and after the job including the specifications. The use of mill personnel and facilities should be utilized whenever possible to reduce outside service cost. The maintenance union Vice President and the Maintenance Manager to meet quarterly and review the cost and necessity of all previous contracts and outsourcing etc. They will make decisions on how to improve, be more cost effective, manage, and plan work in lieu of contracting. They will review all previous grievances on contracting and determine collectively how to prevent future grievances.

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 maintenance Expert. This program will provide a framework where internal and external candidates for Canton 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:

- Individuals who are classified as Maintenance employees prior to the ratification of this local agreement will have the right to select whether or not they choose to participate in the maintenance upgrade program to earn the maintenance expert pay. Those who participate in the maintenance upgrade program will have 30 days from the date of ratification to notify their supervisor of their intent to be part of the upgrade program.
- ➤ Those who select to participate in the maintenance upgrade program will have 90 days to take the test once the company has the testing process in place. Those who select not to participate in the upgrade program, will not have the right to take the test in the future outside of this testing procedure.
- ➤ Employees hired after the ratification of this agreement, will be required to follow the below testing procedure as outlined under the hiring process language.
- ➤ Current Canton Maintenance Employees will be administered the Mechanical or E/I test 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.
- 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 Canton employees will have the opportunity to bid on the open maintenance position. To successfully complete the bidding process, the employee will need to complete the maintenance aptitude test, with a passing grade.

- ➤ All Canton employees who obtain a passing grade on the maintenance aptitude test will have the opportunity to interview for the open position.
- ➤ Once the selection is made, the selected bidder will be required to complete the Mechanical or E/I test as soon as administratively possible to identify what areas need to be developed, if any.
- 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.
- ➤ If the employee passes the aptitude test but does not test to the expert level for the Mechanical or E/I test, they will be placed in the current structure.
- ➤ If no bidders are awarded the maintenance bid, the bid will be open to Waynesville Maintenance employees. The Waynesville maintenance employee will follow the same testing process for the Mechanical or E/I test as listed above.
- ➤ 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.

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 bylaws.

In witness thereof, the Company and the Union have caused this Agreement to be executed. Dated this 17th day of buenber, 2019. United Steelworkers, AFL-CIO/CLC Blue Ridge Paper Products Incorporated (d/b/a) Evergreen Packaging By: Leo W. Gerard Wallace McDonald International President Gen. Mgr. Mill Ops. Canton/Waynesville Stanley Johnson Teri McNett International Secretary-Treasurer Director, Human Resources Thomas M. Conway Derrick Dyas International Vice President Human Resources Manager Administration Fred Redmond Danielle Williams International Vice President Human Resources Generalist Human Affairs Daniel Flippo Brent Efampton Director District 9 Business Unit Manager, Maintenance and Engineering Alan Jones International Representative Jody Mathis Inventory and Production Control Manager Local Union 507 - Canton; Keith Jenkans, President

WAGE RATES

Probationary employees shall receive a rate of \$15.50 per hour, beginning 11/16/2014, in effect for the term of the agreement.

An employee in a line of progression promoted to a higher rated job whose straight time total hourly rate is equal to or above the rate of the job to which he is promoted will receive a rate increase equal to the difference in the rate of the job from which he was promoted and the rate of the job to which he is promoted up to a maximum of .10 per hour.

JOB CLASSIFICATION	5/14/18 2%	5/14/19 2.5%	5/14/20 2.25%	5/14/21 2.25%
HUMAN RESOURCES & OD				
0560-Transfer Pool Employee	17.29	17.72	18.12	18.53
Training Group				
Education & Development - 200020				
5020-Area Trainer I/Pulp	24.41	25.02	25.58	26.16
5021-Area Trainer II/Pulp	25.43	26.07	26.66	27.26
5022-Area Trainer III/Pulp	26.81	27.48	28.10	28.73
5023-Area Trainer I/Recovery	24.41	25.02	25.58	26.16
5024-Area Trainer II/Recovery	25.43	26.07	26.66	27.26
5025-Area Trainer III/Recovery	26.81	27.48	28.10	28.73
5026-Area Trainer I/Utilities	24.41	25.02	25.58	26.16
5027-Area Trainer II/Utilities	25.43	26.07	26.66	27.26
5028-Area Trainer III/Utilities	26.81	27.48	28.10	28.73
5029-Area Trainer I/Wet End	24.41	25.02	25.58	26.16
5030-Area Trainer II/Wet End	25.43	26.07	26.66	27.26
5031-Area Trainer III/Wet End	26.81	27.48	28.10	28.73
5032-Area Trainer I/Dry End	24.41	25.02	25.58	26.16
5033-Area Trainer II/Dry End	25.43	26.07	26.66	27.26
JOB CLASSIFICATION	5/14/18	5/14/19	5/14/20	5/14/21
	2%	2.5%	2.25%	2.25%
5034-Area Trainer III/Dry End	26.81	27.48	28.10	28.73
5035-Area Trainer I/General Prod	24.41	25.02	25.58	26.16
5036-Area Trainer II/General Prod	25.43	26.07	26.66	27.26
5037-Area Trainer III/General Prod	26.81	27.48	28.10	28.73

MATERIALS DEPARTMENT - 200032 Transportation Group				
1377- Crew Leader	22.43	22.99	23.51	24.04
1380- Truck Driver Industrial	21.87	22.42	22.92	23.44
1384-Truck Driver Mill	20.16	20.66	21.12	21.60
Storeroom Group				
1516-Receiving Clerk/Team Ldr	22.95	23.52	24.05	24.59
1514-Inv Replenish Clerk/Team Lead	21.97	22.52	23.03	23.55
1508-Senior Clerk	21.32	21.85	22.34	22.84
1512-Junior Clerk-Days	20.93	21.45	21.93	22.42
1511-Junior Clerk-Shifts	20.93	21.45	21.93	22.42
SYSTEMS DEPARTMENT - 200041				
Systems Engineering				
2914-Systems Support Tech II	26.29	26.95	27.56	28.18
2913-Systems Support Tech I	25.17	25.80	26.38	26.97
TECHNICAL & QUALITY ASSURANCE DEPART Quality	MENT - 2	00085		
2201-Sr Tester	25.08	25.71	26.29	26.88
2184-#19 Inspector	22.86	23.43	23.96	24.50
2202-#11/12 Paper Tester	22.80	23.37	23.90	24.44
2203-Asst Sr Tester	22.86	23.43	23.96	24.50
2204-Wet End Paper Lab Tester	21.86	22.41	22.91	23.43
2224-Vac Replacement-Inspection	17.29	17.72	18.12	18.53
ENVIRONMENTAL, HEALTH & SAFETY DEPARTMENT				
Loss Prevention - 200024				
2396-Department Safety Rep	24.41	25.02	25.58	26.16
Environmental Group - 200028				
2394-Environmental Technician	23.95	24.55	25.1	25.66
WASTE TREATMENT PLANT DEPARTMENT				
Waste Treatment Plant – 200068				
3413-Waste Treatment Crew Leader	26.13	26.78	27.38	28.00
3416-Waste Treatment Room Runner	25.06	25.69	26.27	26.86
3419-Waste Treatment First Oper	24.15	24.75	25.31	25.88
3425-Waste Treatment Utility Oper	22.11	22.66	23.17	23.69
3428-Waste Treatment First Operator Days Only	24.15	24.75	25.31	25.88

JOB CLASSIFICATION	5/14/18	5/14/19	5/14/20	5/14/21
	2%	2.5%	2.25%	2.25%
MAINTENANCE DEPARTMENT				
MAINTENANCE -200033				
2784-E/I Mechanic A Step	24.35	24.96	25.52	26.09
2785-E/I Mechanic B Step	25.07	25.70	26.28	26.87
2786-E/I Mechanic C Step	26.30	26.96	27.57	28.19
2787-E/I Mechanic D Step	27.18	27.86	28.49	29.13
2788-E/I Mechanic Expert	27.10	28.61	29.24	29.88
2792-E/I Mechanic Shift Rep D Step	28.13	28.83	29.48	30.14
2793-E/I Mechanic Rep Expert	28.88	29.58	30.23	30.89
2995-General Mechanic A Step	24.35	24.96	25.52	26.09
2996-General Mechanic B Step	25.07	25.70	26.28	26.87
2997-General Mechanic C Step	26.30	26.96	27.57	28.19
2998-General Mechanic D Step	27.18	27.86	28.49	29.13
2999-General Mechanic D/EHS	27.18	27.86	28.49	29.13
3000-General Mech-EHS Expert	27.93	28.61	29.24	29.88
3001-General Mech Expert	27.93	28.61	29.24	29.88
2978-General Mechanic Step D	28.13	28.83	29.48	30.14
2979-General Mech Shift Rep Expert	28.88	29.58	30.23	30.89
2799-Apprentice A	19.92	20.42	20.88	21.35
2800-Apprentice B	20.18	20.68	21.15	21.63
2801-Apprentice C	20.46	20.97	21.44	21.92
2802-Apprentice D	21.03	21.56	22.05	22.55
2803-Apprentice E	21.29	21.82	22.31	22.81
2804-Apprentice F (Helper)	21.56	22.10	22.60	23.11
LANDFILL OPERATIONS - 200024				
3383-Landfill Operator	23.00	23.58	24.11	24.65
3386-Landfill First Asst Opr	21.98	22.53	23.04	23.56
3389-Landfill Second Asst Opr	21.74	22.28	22.78	23.29
3303 Landilli Gecond A331 Opi	21.74	22.20	22.70	25.25
RECOVERY & UTILITIES/RESOURCE UTILIZA	ATION			
DEPARTMENT				
Utilities Group				
Steam - 200063	04.00	04.00	05.40	00.00
5170-Boiler Head Fireman	24.32	24.93	25.49	26.06
5172-Waste Fuel Operator	23.96	24.56	25.11	25.67
5174-Coal Crew Leader	22.64	23.21	23.73	24.26
5175-Coal Crew	20.85	21.37	21.85	22.34
5182-Boiler Engineer	28.47	29.18	29.84	30.51
5184-Boiler Helper	23.39	23.97	24.51	25.06
5188-Vac Replacement-Steam Plant	17.29	17.72	18.12	18.53
5189-Assistant Boiler Eng A	26.70	27.37	27.99	28.62

5190-Assistant Boiler Eng B	25.51	26.15	26.74	27.34
Power - 200064				
5178-Generator Engineer	28.48	29.19	29.85	30.52
5179-Assistant Generator Eng	26.59	27.25	27.86	28.49
Water - 200065				
5193-New Filter Operator	24.43	25.04	25.60	26.18
JOB CLASSIFICATION	5/14/18 2%	5/14/19 2.5%	5/14/20 2.25%	5/14/21 2.25%
Boiler Feed Water - 200066				
5199-Boiler Feedwater Treater	24.04	24.64	25.19	25.76
Causticizing Evaporator Trostol Group				
Chemical Recovery and Prep - 200072				
5130-'A' Evaporator Operator	26.92	27.59	28.21	28.84
5131-'B' Evaporator Operator	26.92	27.59	28.21	28.84
5145-Causticizing Room Runner	25.09	25.72	26.30	26.89
5146-Causticizing Operator	23.61	24.20	24.74	25.30
5147-Lime Kiln Assistant	22.38	22.94	23.46	23.99
5149-Vac Replacement-Causticizing	17.29	17.72	18.12	18.53
Tall Oil - 200070				
5151-Trostol Finisher	22.47	23.03	23.55	24.08
5152-Trostol Operator	22.39	22.95	23.47	24.00
Recovery Group - 200072				
5135-Recovery Room Runner	27.11	27.79	28.42	29.06
5138 Recovery Operator	25.45	26.09	26.68	27.28
5139-#11 Recovery 'A' Asst Operator	23.22	23.80	24.34	24.89
5140-#10 Recovery 'B' Asst Operator	23.22	23.80	24.34	24.89
5142-Vac Replacement-Recovery	17.29	17.72	18.12	18.53
PULP MFG DEPARTMENT				
Woodyard Group				
Mill Railway - 200049				
5041-Conductor	24.51	25.12	25.69	26.27
5044-Diesel Locomotive Engineer	24.20	24.81	25.37	25.94
5045-Woodyard Assistant	20.90	21.42	21.9	22.39

Pulp Production Group #1 Fiberline - 200051				
4692-Pulp Mill L/O Coord #1 FL	29.01	29.74	30.41	31.09
4671-Crew Leader-#1 Fiberline	27.64	28.33	28.97	29.62
4672-Bleach Plant Operator	26.59	27.25	27.86	28.49
4673-Brown Stock Operator	25.88	26.53	27.13	27.74
4674-Field Operator	24.28	24.89	25.45	26.02
4676-Batch Cook	22.03	22.58	23.09	23.61
4677-Cook Helper	21.66	22.20	22.70	23.21
4678-Chip Bin Operator	20.61	21.13	21.61	22.1
4680-Vac Replacement-#1 Fiberline	17.29	17.72	18.12	18.53
#2 Fiberline - 200052				
4693-Pulp Mill L/O Coord #2 FL	29.58	30.32	31.00	31.70
4681-Crew Leader	28.21	28.92	29.57	30.24
4682-Bleach Plant Operator	27.14	27.82	28.45	29.09
4683-Brownstock Operator	25.88	26.53	27.13	27.74
4684-Field Operator	24.41	25.02	25.58	26.16
JOB CLASSIFICATION	E/4.4/4.0	E /4 4 /4 O	E /4 / / / O	E /4 / / / / /
JOB CLASSII ICATION	5/14/18	5/14/19	5/14/20	5/14/21
JOB CLASSII ICATION	5/14/18 2%	2.5%	2.25%	2.25%
JOB CLASSII ICATION	2%	2.5%	2.25%	2.25%
4685-Area Operator	2% 23.79	2.5% 24.38	2.25% 24.93	2.25% 25.49
4685-Area Operator 4686-Batch Cook	2% 23.79 22.03	2.5% 24.38 22.58	2.25% 24.93 23.09	2.25% 25.49 23.61
4685-Area Operator 4686-Batch Cook 4687-Cook Helper	2% 23.79 22.03 21.66	2.5% 24.38	2.25% 24.93 23.09 22.70	2.25% 25.49 23.61 23.21
4685-Area Operator 4686-Batch Cook	2% 23.79 22.03	2.5% 24.38 22.58 22.20 17.72	2.25% 24.93 23.09 22.70 18.12	2.25% 25.49 23.61 23.21 18.53
4685-Area Operator 4686-Batch Cook 4687-Cook Helper	2% 23.79 22.03 21.66	2.5% 24.38 22.58 22.20	2.25% 24.93 23.09 22.70	2.25% 25.49 23.61 23.21
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group	2% 23.79 22.03 21.66 17.29	2.5% 24.38 22.58 22.20 17.72	2.25% 24.93 23.09 22.70 18.12	2.25% 25.49 23.61 23.21 18.53
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053	2% 23.79 22.03 21.66 17.29 24.41	2.5% 24.38 22.58 22.20 17.72 25.02	2.25% 24.93 23.09 22.70 18.12 25.58	2.25% 25.49 23.61 23.21 18.53 26.16
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053 4630-Chip System Crew Leader	2% 23.79 22.03 21.66 17.29 24.41	2.5% 24.38 22.58 22.20 17.72	2.25% 24.93 23.09 22.70 18.12 25.58	2.25% 25.49 23.61 23.21 18.53 26.16
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053 4630-Chip System Crew Leader 4634-Chip System First Operator	2% 23.79 22.03 21.66 17.29 24.41	2.5% 24.38 22.58 22.20 17.72 25.02	2.25% 24.93 23.09 22.70 18.12 25.58	2.25% 25.49 23.61 23.21 18.53 26.16
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053 4630-Chip System Crew Leader 4634-Chip System First Operator 4635-Heavy Equip Operator	2% 23.79 22.03 21.66 17.29 24.41 24.94 23.92	2.5% 24.38 22.58 22.20 17.72 25.02 25.56 24.52	2.25% 24.93 23.09 22.70 18.12 25.58 26.14 25.07	2.25% 25.49 23.61 23.21 18.53 26.16 26.73 25.63 25.24
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053 4630-Chip System Crew Leader 4634-Chip System First Operator 4635-Heavy Equip Operator 4636-Chip System Second Operator	2% 23.79 22.03 21.66 17.29 24.41 24.94 23.92 23.55 21.43	2.5% 24.38 22.58 22.20 17.72 25.02 25.56 24.52 24.14	2.25% 24.93 23.09 22.70 18.12 25.58 26.14 25.07 24.68	2.25% 25.49 23.61 23.21 18.53 26.16 26.73 25.63 25.24 22.97
4685-Area Operator 4686-Batch Cook 4687-Cook Helper 4689-Vac Replacement-#2 Fiberline 4691-Chemical Unloading Chip System Group Wood Preparation - 200053 4630-Chip System Crew Leader 4634-Chip System First Operator 4635-Heavy Equip Operator	2% 23.79 22.03 21.66 17.29 24.41 24.94 23.92 23.55	2.5% 24.38 22.58 22.20 17.72 25.02 25.56 24.52 24.14 21.97	2.25% 24.93 23.09 22.70 18.12 25.58 26.14 25.07 24.68 22.46	2.25% 25.49 23.61 23.21 18.53 26.16 26.73 25.63 25.24

PAPER MFG DEPARTMENT				
Paper General-Chem Prep				
Supplemental Furnish - 200072				
3968-Size, Alum & Starch Maker	25.11	25.74	26.32	26.91
3972-Size, Alum & Starch Helper	24.07	24.67	25.23	25.8
3974-Vac Replacement-Chem Prep	17.29	17.72	18.12	18.53
No. 11 & 12 Machine Group				
#11 Machine - 200087				
4024#11 Machine Stock Tender	25.87	26.52	27.12	27.73
4028-#11 Machine Tender Helper	24.08	24.68	25.24	25.81
4030-#11 Machine Broke Beater	20.77	21.29	21.77	22.26
4054-#11 Machine Tender	27.75	28.44	29.08	29.73
4056-#11 Machine Back Tender	27.00	27.68	28.30	28.94
4058-#11 Machine Third Hand	25.00	25.63	26.21	26.80
4060-#11 Machine Fourth Hand	23.53	24.12	24.66	25.21
4064-#11 Machine Utility Opr	22.40	22.96	23.48	24.01
4069-Vac Replacement-#11/12 Mach	17.29	17.72	18.12	18.53
			-	
#12 Machine - 200088				
4082-#12 Machine Stock Tender	25.87	26.52	27.12	27.73
4086-#12 Machine Tender Helper	24.08	24.68	25.24	25.81
4088-#12 Machine Broke Beater	20.77	21.29	21.77	22.26
4116-#12 Machine Tender	27.75	28.44	29.08	29.73
4118-#12 Machine Back Tender	27.00	27.68	28.30	28.94
4120-#12 Machine Third Hand	25.00	25.63	26.21	26.80
4122-#12 Machine Fourth Hand	23.53	24.12	24.66	25.21
4126-#12 Machine Utility Opr	22.40	22.96	23.48	24.01
, ,				
No 20 Machine Group				
#20 Machine - 200089	05.00	05.00	OC 54	07.44
4246-#20 Machine Stock Tender	25.33	25.96	26.54	27.14
4248-#20 Machine Tender Helper	23.43	24.02	24.56	25.11
JOB CLASSIFICATION	5/14/18	5/14/19	5/14/20	5/14/21
OD CLACCII IOATION	2%	2.5%	2.25%	2.25%
	2 /0	2.5 /0	2.23 /0	2.23 /0
4250-Water and Slush	20.97	21.49	21.97	22.46
4274-#20 Machine Tender	28.33	29.04	29.69	30.36
4276-#20 Machine Back Tender	26.64	27.31	27.92	28.55
4278-#20 Machine Third Hand	24.99	25.61	26.19	26.78
4280-#20 Machine Fourth Hand	23.26	23.84	24.38	24.93
4282-#20 Machine Fifth Hand	22.33	22.89	23.41	23.94
4284-#20 Machine Sixth Hand	22.11	22.66	23.17	23.69

BOARD MFG DEPARTMENT No 19 Machine Group #19 Machine - 200101 3831#19 Machine Stock Tender 26.50 27.16 27.77 28.39 3832-#19 Machine Stock Helper 25.04 25.67 26.25 26.84 3840-#19 Machine Tender 29.23 29.96 30.63 31.32	4288Vac Replacement-#20 Mach	17.29	17.72	18.12	18.53
#19 Machine - 200101 3831#19 Machine Stock Tender 26.50 27.16 27.77 28.39 3832-#19 Machine Stock Helper 25.04 25.67 26.25 26.84					
3831#19 Machine Stock Tender 26.50 27.16 27.77 28.39 3832-#19 Machine Stock Helper 25.04 25.67 26.25 26.84	•				
3832-#19 Machine Stock Helper 25.04 25.67 26.25 26.84		26.50	27.16	27.77	28.39
·			_		
	•				31.32
3842-#19 Machine Back Tender 28.41 29.12 29.78 30.45	3842-#19 Machine Back Tender		29.12	29.78	30.45
3844-#19 Machine Third Hand 25.86 26.51 27.11 27.72	3844-#19 Machine Third Hand	25.86	26.51	27.11	27.72
3846-#19 Machine Fourth Hand 23.64 24.23 24.78 25.34	3846-#19 Machine Fourth Hand	23.64	24.23	24.78	25.34
3848-#19 Machine Fifth Hand 23.05 23.63 24.16 24.70	3848-#19 Machine Fifth Hand	23.05	23.63	24.16	24.70
3850-#19 Machine Sixth Hand 22.66 23.23 23.75 24.28	3850-#19 Machine Sixth Hand	22.66	23.23	23.75	24.28
3853-Vac Replacement-#19 Mach 17.29 17.72 18.12 18.53	3853-Vac Replacement-#19 Mach	17.29	17.72	18.12	18.53
Depoly	•				
Poly Broke System - 200102	-				
3860-Poly Recovery Operator 22.23 22.79 23.3 23.82	3860-Poly Recovery Operator	22.23	22.79	23.3	23.82
PRODUCT SERVICES DEPARTMENT					
Shipping & Storage Group					
Paper Storage-200107 22.07 23.13 23.65		22.07	22.62	22.42	22 GE
	•	22.07	22.02	23.13	23.65
Pulp Storage & Shipping - 200100 25.63 26.27 26.86 27.46		25.62	26 27	26.96	27.46
			_		22.83
		_	_		23.63
· · · ·	• • •				18.53
17.23 17.72 10.12 10.33	0000-vac Replacement-rulp Storage	17.23	11.12	10.12	10.55
Paper Loading - 200110	Paper Loading - 200110				
	· •	22.46	23.02	23.54	24.07
					24.07
		_			24.29
	•				18.53
					- 3.00
Board Loading - 200111	Board Loading - 200111				
		22.46	23.02	23.54	24.07

JOB CLASSIFICATION	5/14/18 2%	5/14/19 2.5%	5/14/20 2.25%	5/14/21 2.25%
Warehousing - 200109				
7001-General Warehouseman-12 hr	22.88	23.45	23.98	24.52
7004-Warehouseman/Loader 8.5 hr	22.88	23.45	23.98	24.52
7005-Warehouseman Clerk 8.5 hr	22.88	23.45	23.98	24.52
7007-Vac Replacement-Warehouse	17.29	17.72	18.12	18.53
Roll Finishing Group				
Rewinders - 200090				
5580-Rewinder Day Coordinator	24.75	25.37	25.94	26.52
5584-Rewinder Operator	22.15	22.70	23.21	23.73
5601-Assistant Operator	20.77	21.29	21.77	22.26
Roll Wrapping Paper - 200091				
5635-Roll Wrap Operator	23.40	23.99	24.53	25.08
CANTON TRUCK OPERATIONS DEPARTMENT	Т			
Canton Truck Operations- 200106				
1504-Terminal Board Hauler	22.85	23.42	23.95	24.49
1506-Terminal Switcher	22.97	23.54	24.07	24.61
1507-Vac Replacement-Trucking	17.29	17.72	18.12	18.53
0562-Probationary Employee -Canton	15.50	For life of	agreement	

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 utilizing the attached form (A). This form will be transmitted after all internal bidding procedures have been utilized at a facility and a decision has been made to fill the vacancy externally.
- 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.

Effective date: 9/1/99

MEMORANDUMS OF AGREEMENT

Twelve-Hour Shift Schedule - Landfill Group of the Maintenance Department

Employees assigned to the Landfill Group of the Maintenance Department will be on a normal twelve (12) hour shift schedule with the understandings set forth in this agreement.

The Labor Agreement between the parties shall remain in full force and effect under the twelve (12) hour schedule except for the provisions noted below and the noted agreed upon changes:

ARTICLE XIII: OVERTIME

Time and one-half will be paid for all hours worked in excess of twelve (12) hours with a continuous twenty-four (24) hour period, beginning at the start of a designated shift, or for any hours worked consecutively in excess of twelve (12) hours, or for any hours worked in excess of forty (40) hours in any work week.

ARTICLE XIV: HOURS OF WORK

The established work week begins at 6:30 a.m. on Monday and ends at 6:30 a.m. on the following Monday. For the purpose of computing overtime, the normal work week shall be forty (40) hours and the normal work day shall be twelve (12) hours. This is not to be considered a guarantee of either twelve (12) hours a day or forty (40) hours a week.

Under the present operating requirements, the normal schedule for employees assigned to the Landfill Group which includes a paid lunch is 5:30 a.m. to 5:30 p.m.

ARTICLE XXIV: SHIFT DIFFERENTIALS

Employees assigned to the Landfill Group will receive the following shift differentials as provided in the Labor Agreement when working the following hours:

First Shift: 6:30 a.m. – 6:30 p.m. Second Shift: 6:30 p.m. – 10:30 p.m. Third Shift: 10:30 p.m. – 6:30 a.m.

For clarification, the following additional understandings are hereby provided:

- 1. The funeral leave provision of the Labor Agreement remains as is in the master agreement and thereupon Landfill employee's 12-hour straight time schedule will be taken into consideration when determining compensation at "a regular straight time rate of pay for his scheduled days of work lost" in accordance with this provision.
- 2. The jury duty provision of the Labor Agreement remains as is in the master agreement and thereupon Landfill employees 12-hour straight time schedule will be taken into consideration when determining compensation at the "total rate" he would have received on his regular scheduled job at straight time in accordance with this provision.
- 3. The holiday provision of the master agreement remains as is and as such an employee will continue to receive eight (8) hours holiday pay provided all other provisions of this section are adhered to. An exception to the above will be allowed for the existing floating holiday which will be paid at twelve (12) hours.
- 4. The military leave provision of the master agreement remains as is and as such the Landfill 12-hour straight time schedule will be taken into consideration in determination of the appropriate compensation.
- 5. Temporary disability will be administered in accordance with the principle that this benefit will be based on the 12-hour shift being a regular work schedule, and as such employees will be compensated in accordance with this provision, using the scheduled 12-hour straight time shift as a basis rather than eight (8).

This agreement is subject to discontinuance by either party provided a two (2) week notice is given.

Except as otherwise herein provided, all other provisions of the Labor Agreement between the parties remain in full force and effect.

Preference Moves, Maintenance Department

It is agreed between the parties that the Company will allow an agreement of preference moves within the Maintenance group in the Maintenance Department for those employees classified as Maintenance Journeyman.

The following represents the manner for application of the above:

1. When there is a vacancy in a craft in a crew due to retirement, bidding out, promotion to salary, death, or termination, employees in the craft affected will be allowed preference to the vacancy in accordance with their seniority. When this involves akin craft employees, the employee exercising this option must change to the new craft designation.

2. The vacancies resulting due to the above will be filled, if necessary, by assignment; however, if an employee must be assigned without desire to the vacancy, the employee to be assigned shall be the junior D step affected in the affected area with consideration given to A, B, and C Step Journeymen.

Except as otherwise provided, all other provisions of the Labor Agreement, between the parties shall remain in full force and effect.

Vacation Scheduling Procedure, Recovery and Utilities Department

The following guidelines are agreed to by the parties and establish the procedures to be adhered to in the scheduling of vacations for the duration of the new Labor Agreement:

- 1. Vacations will be scheduled evenly across the fifty-two (52) weeks of the calendar year with one (1) employee off per week per shift. On those shifts whose total number of weeks of vacation exceed fifty-two (52) weeks two (2) employees per week per shift will be allowed off up to the number of weeks in excess of fifty-two (52) within the guidelines of the total group.
- 2. Vacation scheduling preference will be by department seniority on the shift within the Utilities Section.
- 3. Vacation weeks vacated during the calendar year which do not exceed the guidelines will be posted for a period of ninety-six (96) hours. The senior employee below the employee giving up the week, who bids within the group on the same shift and who has not previously had the opportunity of taking the week in question, will be given the vacant week.
- 4. Vacation swaps will be limited to a shift unless otherwise agreed.
- 5. "Anniversary" vacations will not be counted a part of the total per shift vacations, but will be signed after all other vacations signing at a vacant week following the anniversary date. If there are no vacant weeks, one additional signing for a given week will be permitted.
- 6. Utility employees at the time of vacation scheduling will sign all available and/or eligible weeks at the time of their opportunity. Recovery employees may sign all available and/or eligible weeks at their opportunity only if they elect to take all eligible weeks consecutively. Should Recovery employees desire to take eligible vacation in nonconsecutive weeks, then only their first consecutive choices may be signed at their opportunity. All other Recovery employees must sign their opportunity prior to an employee's scheduling his second consecutive choice. This same procedure will be followed for third and fourth choices and so forth.

- 7. Employees who have indicated they will retire in the calendar year being signed for will not have their vacation weeks used against the allotted number where the employee is signing.
- 8. Except as otherwise herein provided, all other provisions of the Labor Agreement will remain in full force and effect.

Pulp Line of Progression, Shipping and Storage Group, Converting Department

In case of curtailment and/or reductions:

The employees presently a part of the pulp line (prior to February 9, 1979) shall for the purpose of seniority maintain their prior seniority to the materials department so long as they remain a part of the new pulp line up until their termination of employment (retirement). If one of these employees by choice bids from this line to another job outside of this line, this "grandfather" right shall be broken prior to 02/09/79.

Mill General - Miscellaneous Agreements

- 1. The Local President's life insurance will be the same as the hourly bargaining unit and all Company benefits will continue as has been past practice. The Local President will have the option to purchase up to \$20,000 additional life insurance.
- 2. 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 with six (6) months.
- 3. 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.
- 4. 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.
- 5. 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 will determine when they will be scheduled.
- 6. The parties agree to form a joint Company/Union committee to devise appropriate ways to control escalating health care cost.

- 7. Identify those employees who have an interest in transferring to a skilled craft in the maintenance department and advise them of the necessary qualifications.
- 8. Involvement of appropriate personnel, including Department Manager and Union Vice President, will occur when considering changes to existing job bid qualifications.
- 9. 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.
- The Company and the Union agree to consider separate vacation scheduling books for Nos. 11 and 12 Paper Machines prior to the next vacation scheduling period.
- 11. When arranging for normally scheduled wire changes, Beater Room personnel will be scheduled to work the same shift as machine personnel.
- 12. Waivers up to 100% will be permitted within the jobs of Junior Clerk (shifts) and Utility Clerk in the Storeroom Group of the Materials Department.
- 13. C-Local-23-14: Union TA Add: New Language. Department managers have been given the authority to approve employee to remove items deemed "scrap" by the department manager.
- 14. Occupational Disability Supplement will be limited to a total of fifty-two (52) weeks maximum allowance per employee.
- 15. All verbal agreements concerning the method of signing vacations that are in place will be incorporated in this agreement.
- 16. 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.
- 17. Insurance Plans, which are described in the Master Agreement, or other booklets and documents are incorporated by reference into this agreement
- 18. 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.

Pension

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

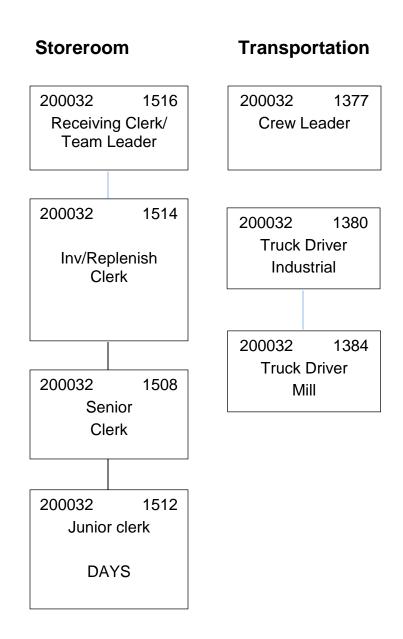
APPENDIX D LINES OF PROGRESSION

Human Resources & Organizational Development Department Training Group

200020 Area Trainer

5020	Area Trainer I/Pulp
5021	Area Trainer II/Pulp
5022	Area Trainer III/Pulp
5023	Area Trainer I/Recovery
5024	Area Trainer II/Recovery
5025	Area Trainer III/Recovery
5026	Area Trainer I/Utilities
5027	Area Trainer II/Utilities
5028	Area Trainer III/Utilities
5029	Area Trainer I/Wet End
5030	Area Trainer II/Wet End
5031	Area Trainer III/Wet End
5032	Area Trainer I/Dry End
5033	Area Trainer II/Dry End
5034	Area Trainer III/Dry End
5035	Area Trainer I/General Prod
5036	Area Trainer II/General Prod
5037	Area Trainer III/General Prod

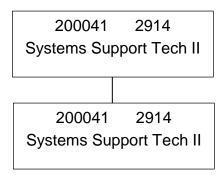
Materials Department (Supervised by Maintenance Department)



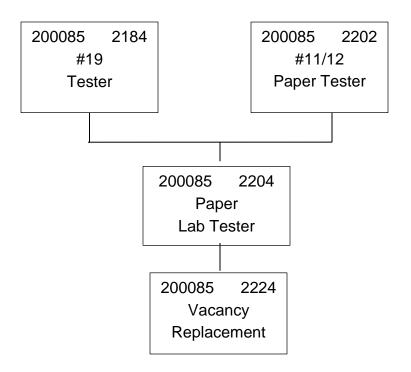
Non-Progression Job:

200032 1511
Junior Clerk
Shifts

Systems Engineering Department



Technical & Quality Assurance Department Quality Group



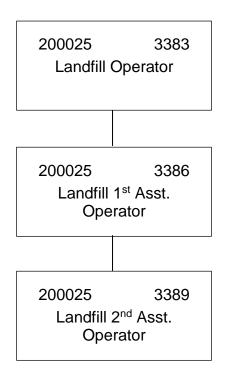
Non-Progression Job:

200085 2201 Sr. Tester

200085 2203 Asst. Sr. Tester

Maintenance Department

Landfill Group (Supervised by EHS Department) May 14, 2006



Environmental, Health & Safety Department

Loss Prevention Group

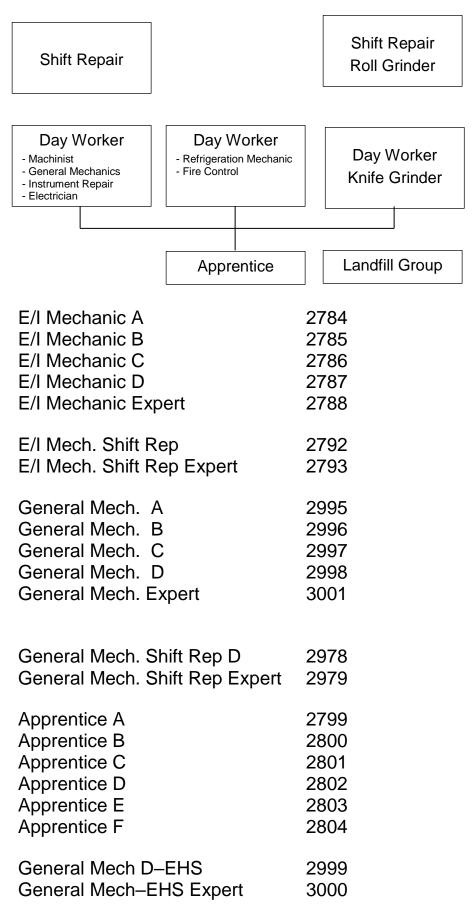
200024 2396 Dept. Safety Rep.

Environmental, Health & Safety Department

Environmental Group

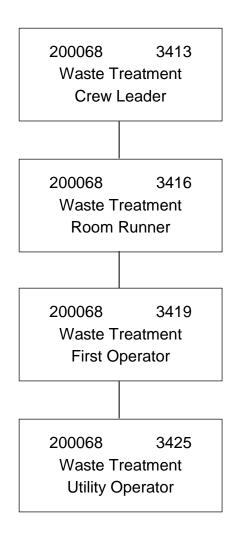
200028 2394 Environmental Technician

Maintenance & Engineering Department



Waste Treatment Plant Department

(Supervised by EHS Department)

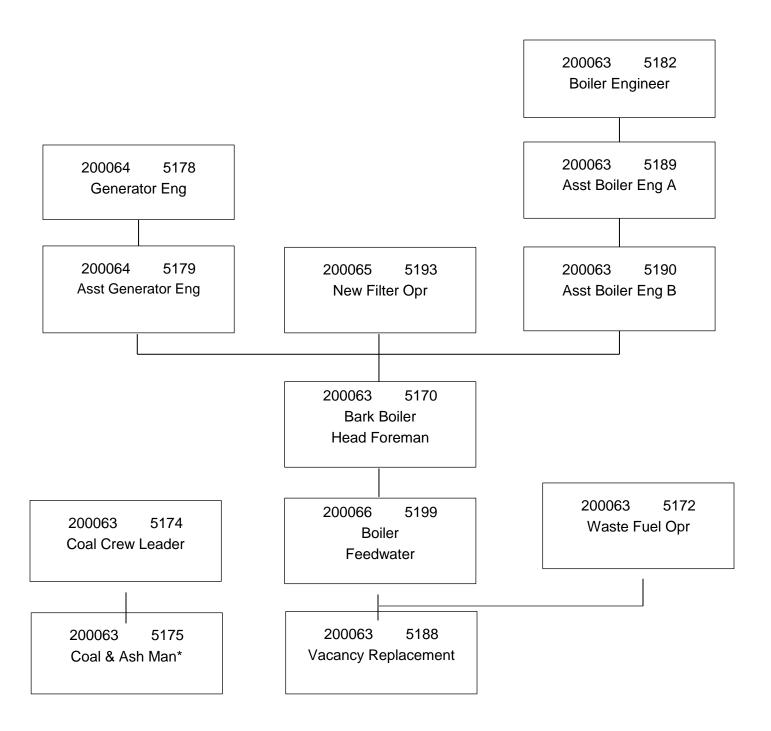


Non-Progression Job

200068 3428
Waste Treatment
First Operator
Days Only

Recovery & Utilities/Resource Utilization Department

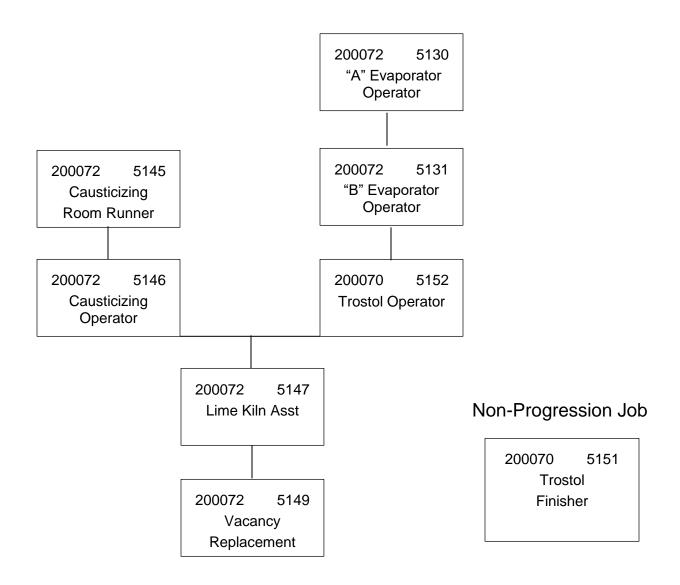
Utilities Group (Steam Plant)



^{*}Current Coal Ash Man, upon ratification, will be grandfathered a one-time bid back into the Vacancy Replacement classification in the same manner as prior to the change in the line of progression.

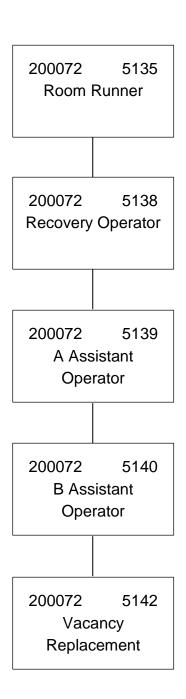
Recovery & Utilities Resources Utilization Department

Causticizing Evaporator Trostol Group

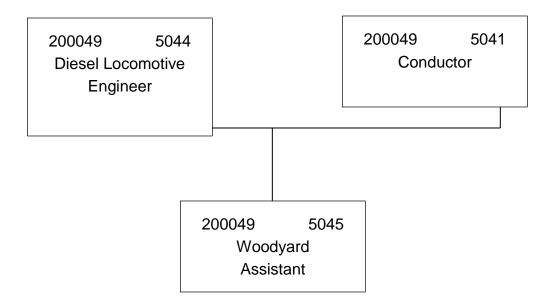


Recovery & Utilities/Resource Utilization Department

Chemical Recovery Group Recovery Group

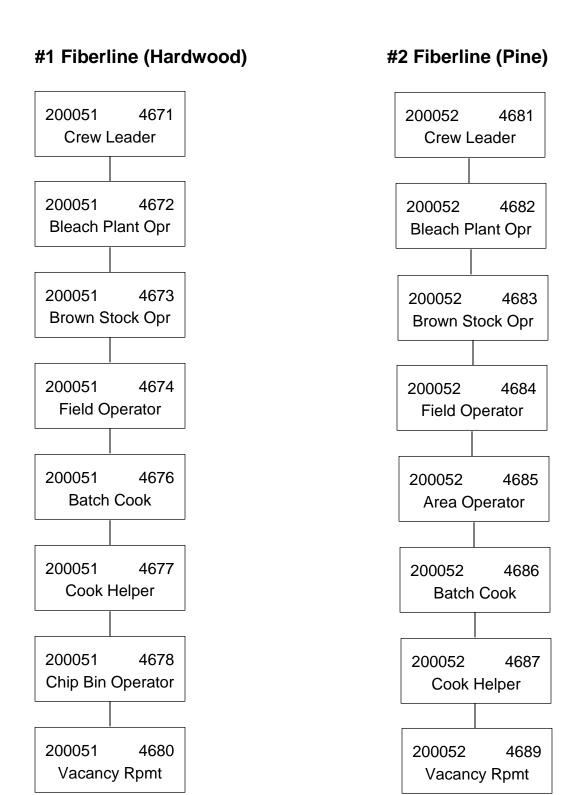


Pulp Manufacturing Department Woodyard Group



Pulp Manufacturing Department

Pulp Production Group

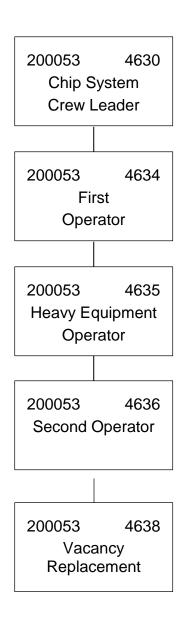


Non-Progression Job:

200052 4691 Chemical Unloading

Pulp Manufacturing Department

Chip System Group

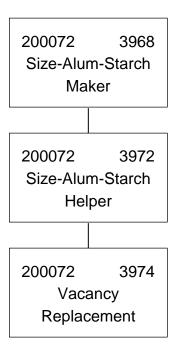


Non-Progression Job:

200053 4838 Utility Operator

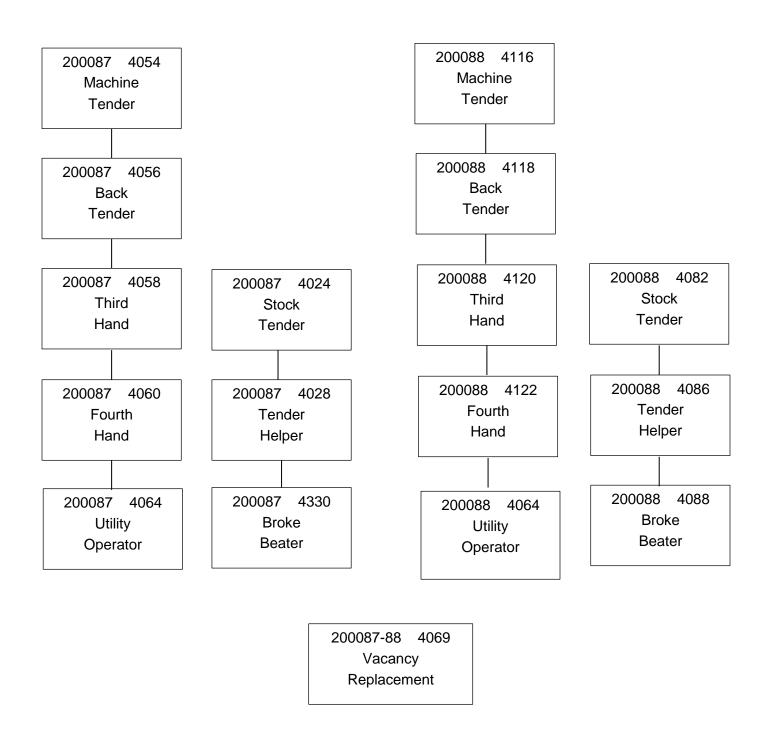
Paper Manufacturing Department Paper General

Chemical Preparation



Paper Manufacturing Department

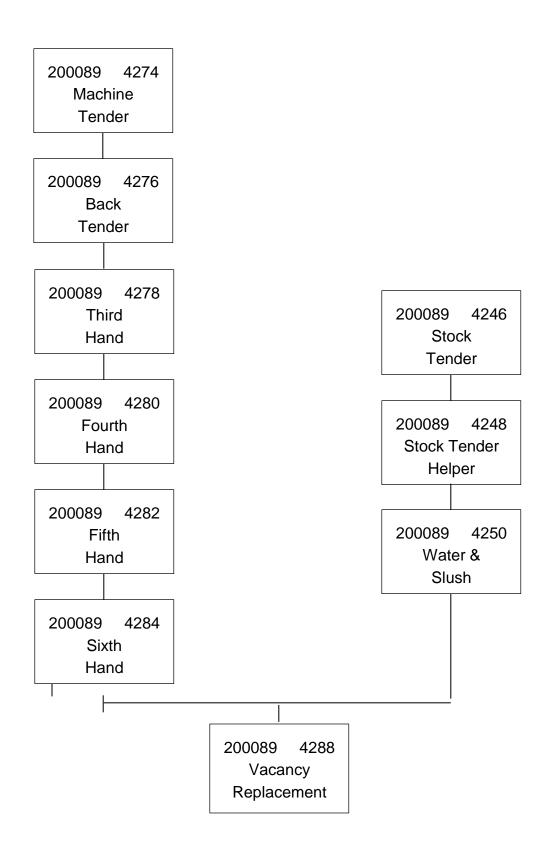
No. 11 & No. 12 Machine Group



^{*}Vacation scheduling will be separate between 11 and 12 machines.

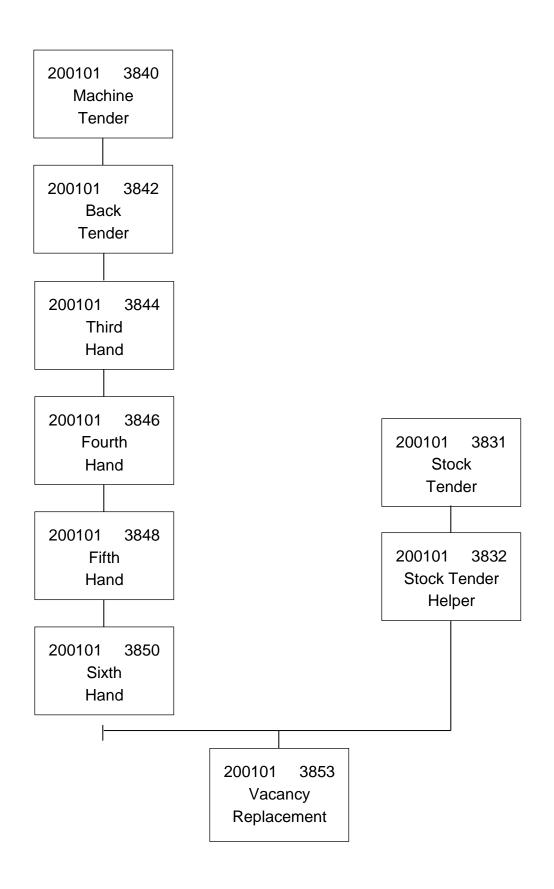
^{*}Upon timely ratification, current utility operators will have a one-time selection between 11 or 12 line of progression based on seniority.

Paper Manufacturing Department No. 20 Machine Group



Board Manufacturing Department

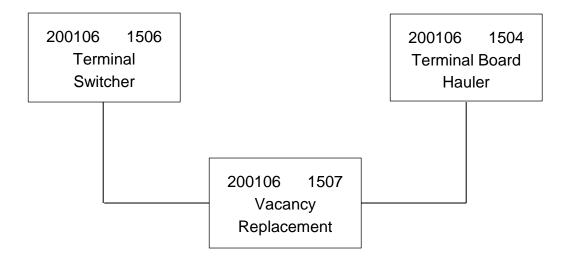
No. 19 Machine Group



Board Manufacturing DepartmentDepoly

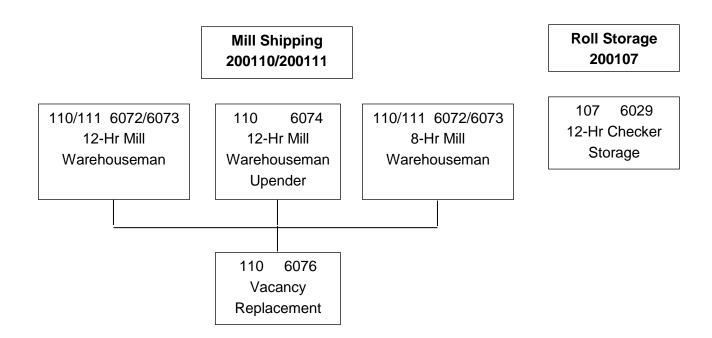
200102 3860 Poly Recovery Operator

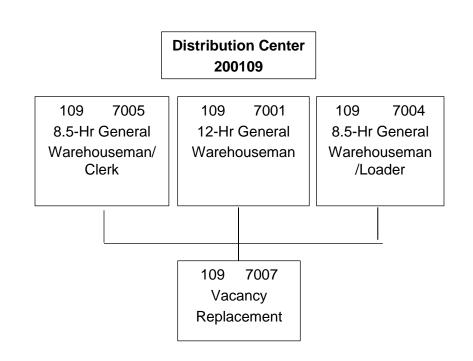
Canton Truck Operations Department (Supervised by Product Services)



Product Services Department

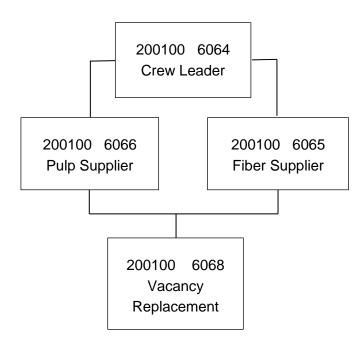
Shipping & Storage Group





Product Services Department

Storage Group
(Supervised by Board Manufacturing)



Product Services

Roll Finishing Group (Supervised by Paper Mfg.)

200090 5584
Rewinder
Operator

091 5635
Roll Wrap
Operator

200090 5601
Assistant
Operator
Operator

200091

200090 5580 Rewinder Day Coordinator