



# **LOCAL AMENDMENT FOR NON-EXEMPT SALARY**

**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**

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**May 14, 2018  
Through**

**May 13, 2022**

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**LOCAL AMENDMENT FOR NON-EXEMPT SALARY  
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 its affiliated 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 non-exempt salaried employees at the Canton Mill and for the Waynesville Plant, as defined under the National Labor Relations Act as amended.

**ARTICLE II  
GENERAL PURPOSE**

- A. The general purpose of this Agreement is in the mutual interest of the Company, its staff employees, and the employees represented by the Union, to provide for the uninterrupted operation of the plant under methods which will further to the fullest extent possible the safety, welfare, and health of the employees, economy of operation, quality and quantity of output, cleanliness and maintenance of the plant, and the protection of the property. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees covered by the Agreement, and realizes that in order to provide maximum opportunities for continuing employment, good working conditions, and fair and equitable wages, the Company must be in a strong competitive position.

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

**ARTICLE III  
EQUAL EMPLOYMENT OPPORTUNITY**

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.

- A. 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.
- B. Wherever used in this Agreement, the masculine personal pronoun and/or the feminine personal pronoun shall have equal application to the other.

**ARTICLE IV  
LENGTH OF AGREEMENT**

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

**ARTICLE V  
CHANGES OR MODIFICATION**

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

**ARTICLE VI  
TERMINATION OF AGREEMENT**

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

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

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

**ARTICLE VII  
NO INTERRUPTION OF PRODUCTION**

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

**ARTICLE VIII  
SENIORITY**

- A. There is no probationary period for non-exempt employees.
- B. For the purposes of this agreement, all non-exempt employees will have plant seniority and department seniority only. Plant seniority is defined as the length of continuous service for a non-exempt employee at the Canton Mill, or at the Waynesville Plant, in a non-exempt position. Department seniority is defined as the length of continuous service in a department, measured from the date the employee is regularly assigned to a non-exempt job in that department. Department seniority, as defined, will apply for vacation signing and reinstatements on job bids.

C. **VACANCY FILLING**

1. In filling a vacancy in the plant for non-exempt employees, other than temporary positions, the Company will post a notice of the vacancy for a period of ninety-six (96) hours in the department where the vacancy occurs. Such notices shall include the job classification, job rate, and minimum qualifications. Notices will be written by a Union representative and a member of management, with input from the employee currently in that position. If agreement cannot be reached it will be referred to the Non-Exempt Position Review Committee (this committee will consist of

three [3] non-exempt employees appointed by the union and three [3] employees appointed by management; the committee will review and make recommendations on job bids for new and existing positions, qualifications and job evaluations). If no agreement can be reached within the committee, management will make the final decision. Eligible to bid are employees in the department, who will be given first consideration by plant seniority.

2. Vacancies not filled in this manner will be posted plant wide. Employees will be given first consideration by plant seniority. The Canton Mill and Waynesville Plant are distinct and separate in terms of plant seniority. For the purpose of this agreement, when positions are to be filled at the Canton mill, non-exempt employees with Canton mill seniority will be given consideration before non-exempt employees with Waynesville Plant seniority. When positions are to be filled at the Waynesville Plant, non-exempt employees with Waynesville Plant seniority will be given consideration before those with Canton Mill seniority. When the union and company agree that a job is to be eliminated or combined, a bid may not be necessary; however, when jobs are to be filled, the job will be posted in the department where the vacancy occurs within twenty (20) working days of the known vacancy.
3. Employees will be released within thirty (30) days of the successful bid.
4. The trial period for accepting and/or qualifying for vacancies will be 120 working hours. If an 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. 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 the vacancy. The names of the successful bidders shall be provided.
5. Vacancies not filled by the above procedure shall be filled by laid-off employees at that plant, followed by employees with plant seniority at the other plant, provided they meet the minimum qualifications, before new hires.

#### **D. DEMOTIONS AND LAYOFFS**

1. A non-exempt employee who is affected by a reduction shall replace the employee in his department with the least plant seniority. This displaced employee may apply his plant seniority to displace the most junior employee in the plant. Displaced employees from one plant (Canton or Waynesville) cannot use their plant seniority to replace an employee at

the other plant. Non-exempt employees affected by job reductions (through no fault of their own) will not receive a cut in pay.

2. If a non-exempt employee loses his/her job because their job is eliminated, they will have indefinite recall rights.
3. In case of reduction in the work force resulting in a layoff other than short term, notice of such layoff will be given to those employees affected at least thirty (30) days in advance of such layoff.
4. For the purpose of job bidding, an employee transferred out of his regular department because of a reduction shall accumulate his department seniority for the first twenty-four (24) months following his transfer out of the department. Should he be the successful bidder during this period, he shall receive his former department seniority date.
5. There shall not be a reduction in the workforce of full time, non-exempt employees while there are non-exempt temporary/contract employees working in the plant. Jobs which require special technical skills will be reviewed by the Non-Exempt Position Review Committee for recommendations.

#### **E. 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 will have the opportunity, if already qualified, to perform any work assigned to temporary employees in the plant.

#### **F. PROMOTIONS TO SALARY JOBS**

A non-exempt employee who has transferred into a position outside the bargaining unit shall continue to accrue department and plant seniority for three (3) months while working in such position. Thereafter, he shall accrue department and plant seniority; however, 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, according to his plant seniority.

**Preferential Hiring:** If BRPP is in a hiring position, then non-exempt employees at the Canton plant shall have the opportunity of going to the hourly ranks at the Canton plant before new hires or interplant transfers. They will retain plant seniority for the purposes of retirement and vacations. Interested

employees are still subject to the selection criteria (i.e. interviewing and drug screening) in effect at the receiving location.

## **ARTICLE IX GRIEVANCES AND ARBITRATION**

### **A. GRIEVANCES**

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

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

1. 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.
2. 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.

3. 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.
4. 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.

## **ARTICLE X VACATIONS**

The non-exempt vacation eligibility will follow the Canton Local Supplement.

Non-exempt vacations will be signed up by December 15 of each year, by department seniority within each department, spread over a fifty-two (52) week period. If possible, vacation scheduling for exempt and non-exempt employees in a department will be done in an equitable and collaborative manner. If an agreement cannot be reached, exempt vacations will not interfere with non-exempt vacations.

## **ARTICLE XI HOLIDAYS**

The non-exempt holiday schedule will follow the Canton Local Supplement.

## **ARTICLE XII STARTING AND QUITTING TIME**

As amended by this Supplement:

1. The established workweek begins at 7 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. The normal schedule of day workers is 7:00 a.m. to 12 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. 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.

2. The actual starting time will be established by each department and will consider both employee and business needs.

### **ARTICLE XIII SHIFT DIFFERENTIALS**

Employees working on the second and third shift shall be paid in accordance with the Local supplements.

### **ARTICLE XIV WAGES**

1. See Appendix A.
2. Pay practices will follow the guidelines of present hourly policy. (pay cycle only)
3. If a non-exempt employee is temporarily assigned to a position in a higher grade, he will be paid the established rate for that grade.
4. If a non-exempt employee is filling in for another non-exempt on a job due to vacation, absence, etc. and is performing this job in addition to his/her own job responsibilities, he/she will be paid 10% above his/her current grade rate.

### **WAGE ADJUSTMENTS**

Factors to be considered for a wage adjustment will be based upon the following criteria:

**Skill:** The basic knowledge and abilities needed to perform the assigned tasks. Consideration should be given to:

1. The minimum skills and/or technical experience required.
2. The number of skills required and their degree of difference or similarity.
3. The proficiency in skill or the type of knowledge required (from a basic familiarity to a comprehensive understanding).
4. The general or specific nature of the skills and knowledge and the difficulty involved in acquiring, mastering and applying them.

**Effort:** Accountability for the mental and physical exertion required to perform the assigned tasks. Consideration should be given to:

1. Physical (including visual) concentration and alertness, its amount, intensity and continuity, and
2. Mental effort: The amount of independent judgment applied in selecting alternative courses of action; the extent to which decisions are governed by precedent, past practice; existing procedure or established policy, the availability of assistance and supervision; and the variety of tasks and changing circumstances inherent in the job.

**Responsibility:** Accountability for work performance which includes the accuracy, thoroughness and reliability required to perform the assigned tasks. Consideration should be given to:

1. Supervision exercised the number of subordinates, the nature of their work and the degree of authority.
2. Supervision received, its extent and frequency, the instruction received, the extent work is subject to inspection or checking, and
3. The planning, organizing, and coordinating of work, its amount and extent; the requirement to take action without previous specific direction.

Substantial net increases in a majority of the above criteria will be required for consideration.

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 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 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.

The matter of wages is not to be a subject of arbitration.

### **OVERTIME PAY**

Overtime will be paid at one and one-half the calculated hourly rate under the following conditions:

- All hours worked in excess of forty (40) straight time hours per week.
- All hours worked in excess of eight (8) hours per day, except for those employees who are assigned to a 12-hour work schedule (e.g. raw material coordinator).
- All hours worked on a recognized holiday.

- Excused time off is not considered time worked for purposes of computing overtime, daily or weekly.
- Vacation and holidays are considered time worked for purposes of computing overtime.
- Overtime is computed under only one provision listed above and will not be compounded.
- Compensatory time off in lieu of overtime pay is permitted within the same pay period the overtime is worked.
- Overtime within a department will first be offered to the person on the job; second, it will be offered to qualified employees within that department on a rotating basis; third, by using any qualified employees in other departments.

## **ATTENDANCE POLICY**

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

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

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

4. Absenteeism will be administered on an occurrence basis. For example, each time you are tardy, one half (1/2) of an occurrence will be charged. A full occurrence is charged when an absence is over four (4) hours. (Extenuating circumstances will be given consideration.) Approved days off and waiting periods for STD and LTD as specified in the Labor Agreement will not count as an occurrence.
5. If an employee reaches four (4) occurrences or eight (8) days within any twelve (12) month period, the individual will receive the first level of discipline as to their absenteeism frequency.
6. If an employee reaches five (5) occurrences but less than ten days (10) days within any twelve (12) month period, they will be subject to the next level of discipline.
7. If an employee reaches six (6) occurrences but less than twelve (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 employee's attendance will be cleared eighteen (18) months from the date of the discipline

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	Union Business
Approved Community Service	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 XV JURY DUTY**

Jury Duty guidelines will follow the Canton Local Supplement.

### **EDUCATIONAL ASSISTANCE PROGRAM**

A full time active non-exempt employee is eligible to participate in the Educational Assistance Program and any educational training that BRPP makes available for employees.

## **ARTICLE XVI CALL-IN TIME**

1. 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 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.
2. 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 sixteen (16) hours in advance of starting time for such work.

## **ARTICLE XVII CONFLICT RESOLUTION**

Conflict resolution issues should be addressed by an appropriate group of the Union and the Company. This would not supersede the grievance procedure on specific contract issues or disciplinary issues spelled out in the contract.

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.

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.



## **ARTICLE XVIII FUNERAL LEAVE**

Funeral Leave guidelines will follow the Canton Local Supplement.

## **ARTICLE XIX DEFINITIONS**

1. **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.
2. **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.
3. **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.
4. **The Non-Exempt Review Committee** will consist of three (3) non-exempt employees appointed by the Union and three (3) employees appointed by management. The Committee will review and make recommendations on the job bids for new and existing positions and qualifications.
5. **A temporary position** shall be of no more than ninety (90) days duration, unless mutually agreed to by the Union and the Company. Any position which extends past this limit shall be either eliminated or made into a regular position, which will then be filled using the job bidding procedure outlined in Article VIII.
6. **An employee is a new hire** for a period of twelve months (12) from his/her original hire date for the purpose of compensation.

## **ARTICLE XX LEAVE OF ABSENCE**

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 or 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 work days 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 the Union.

## **ARTICLE XXI MISCELLANEOUS**

1. The Company shall provide bulletin boards to be issued 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.
2. Departments may have side agreements if the Company, Union, and international approve.

## **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 following form and shall be deducted weekly, bi-weekly, bi-monthly or monthly:

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

- B. It shall be the sole responsibility of the Company to remit the sums deducted (as designated by the USW International Secretary Treasurer), to the International Secretary Treasurer at the address provided to the Company by the Union. All monies deducted by the Company in accordance with this section will be remitted monthly to the Secretary Treasurer of the USW along with an itemized statement of the deductions by such remittance. Same list will be given to the Local Union Treasurer. The Union shall keep the Company harmless against all claims, demands or other forms of liability that may arise out of the Company's compliance with this Article.
- C. The Company agrees that it will deduct voluntary contributions to the USW Political Action Fund each pay period from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC. The signing of USW/PAC check-off forms and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company. The USW/PAC check-off program shall remain in compliance with any applicable state or federal statute.

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

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

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

**ARTICLE 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. 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 XXVIII CONTINUOUS WORK**

In consideration of the Union's execution of this Agreement, the Employer promises its operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement.

## **ARTICLE XXXI 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. Converting, Canton Truck Operations
5. Technical Quality Assurance
6. 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 employee relations supervisor 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.

## **SCOPE OF AGREEMENT**

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




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

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



In Witness thereof, the Company and the Union have caused this Agreement to be executed.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

United Steelworkers International Union

  
\_\_\_\_\_  
Keith Jenkins  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WAGE RATES**

<b>JOB CLASSIFICATION</b>	<b>5/14/18</b>	<b>5/14/19</b>	<b>5/14/20</b>	<b>5/14/21</b>
	<b>2%</b>	<b>2.5%</b>	<b>2.25%</b>	<b>2.25%</b>

**NON-EXEMPTS**

Grade 5 Classification Rate	<b>14.87</b>	<b>15.24</b>	<b>15.58</b>	<b>15.93</b>
Grade 5 New Hire Rate	<b>13.78</b>	<b>14.12</b>	<b>14.44</b>	<b>14.76</b>
Grade 6 Classification Rate	<b>16.34</b>	<b>16.75</b>	<b>17.13</b>	<b>17.52</b>
Grade 6 New Hire Rate	<b>14.87</b>	<b>15.24</b>	<b>15.58</b>	<b>15.93</b>
Grade 7 Classification Rate	<b>17.98</b>	<b>18.43</b>	<b>18.84</b>	<b>19.26</b>
Grade 7 New Hire Rate	<b>16.34</b>	<b>16.75</b>	<b>17.13</b>	<b>17.52</b>
Grade 8 Classification Rate	<b>19.78</b>	<b>20.27</b>	<b>20.73</b>	<b>21.20</b>
Grade 8 New Hire Rate	<b>17.98</b>	<b>18.43</b>	<b>18.84</b>	<b>19.26</b>
Grade 9 Classification Rate	<b>21.76</b>	<b>22.30</b>	<b>22.80</b>	<b>23.31</b>
Grade 9 New Hire Rate	<b>19.78</b>	<b>20.27</b>	<b>20.73</b>	<b>21.20</b>
Grade 10 Classification Rate	<b>23.91</b>	<b>24.51</b>	<b>25.06</b>	<b>25.62</b>
Grade 10 New Hire Rate	<b>21.76</b>	<b>22.30</b>	<b>22.80</b>	<b>23.31</b>

Non-exempt employees hired after the ratification of this supplement will receive the appropriate new hire rate as listed above. After a one-year (twelve months of regular employment) period the new hire will be promoted to his current classification rate, assuming the employee's performance is satisfactory.

Employees will maintain their current annual rate of compensation, as of the ratification date of this supplement, or the appropriate grade rate listed above; whichever is higher.

A four (4) year Agreement, with increases in wages as follows:

Year 1: 2% increase

Year 2: 2.5% increase

Year 3: 2.25% increase

Year 4: 2.25% increase