



LABOR AGREEMENT

Between

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

**For Its Facilities In
Canton, NC; Waynesville, NC;
Athens, GA; and
Olmsted Falls, OH**

And

**United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied-Industrial and Service
Workers International Union
on behalf of
Local 9-0507, Local 9-0794,
and Local 1-0673**

**May 14, 2018
Through
May 13, 2022**

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LABOR AGREEMENT

BETWEEN

**BLUE RIDGE PAPER PRODUCTS INC. D/B/A EVERGREEN
PACKAGING**

AND

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

PREAMBLE

THIS AGREEMENT is made and entered into this 14th day of May 2018, by and between Blue Ridge Paper Products Incorporated, d/b/a Evergreen Packaging, LLC (the "Company") for its plants or mills located at Canton, North Carolina; Waynesville, North Carolina; Athens, Georgia; and Olmsted Falls, Ohio, hereinafter referred to as the "Company", and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW) AFL-CIO, CLC, on behalf of Local 9-0507; Local 9-0794; and Local 1-0673, hereinafter referred to as the "Union."

**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 and maintenance employees of the Company's facilities as described in the Preamble, but excluding all clerical employees, 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, the Union, 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, the Union, 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, sex (including pregnancy), sexual orientation, religion, 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. Whenever 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 or 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

The principles of seniority shall govern in promotions, layoff, demotions, and filling of vacancies, transfers and recalls as hereinafter provided.

- A. An employee shall be considered probationary for the first sixty (60) calendar days, after which he shall be considered a regular employee and his seniority shall date from the most recent date of hire. During the probationary period, the Company shall have the right to transfer or discharge such employee and any such action shall not be subject to the grievance and arbitration procedure.

- B. For the purpose of this Agreement, employees shall have four (4) types of seniority: Plant Seniority; Department Seniority; Group Seniority and Job Seniority. The type of seniority used at each location and the method of application shall be governed by each Local supplement that is a part of this agreement. Such supplement shall apply to each location named in each supplement. Should a question of Local supplement application occur and it cannot be resolved by the location, then this Master Agreement shall apply. Seniority as it pertains to employees within the bargaining unit shall retain the same application as is accrued with Champion International Corporation

- c. Seniority shall be broken and employment terminated for the following reasons:
1. Voluntary quit.
 2. Discharge for just cause.
 3. Failure to return from a leave of absence as of the first scheduled workday following the termination date of the leave.
 4. Absent from work for three (3) consecutive scheduled workdays without proper notification to the Company. Excluded in the computation of "days" in this sentence are Saturdays, Sundays, and Holidays.
 5. Employment on another job while on a leave of absence except as provided in Article XX, Section B & C.
 6. Failure to notify the Company of intent to return to work from layoff within seven (7) days following receipt of certified letter sent to the employee's address as carried on the Company's records and failure to return to work from layoff within ten (10) days following receipt of such letter.
 7. Exceptions may be made to 3, 4 and 6, if a justifiable reason is given.

D. PROMOTIONS IN LINES OF PROGRESSION

When promotions are to be made at any location, the language as applied in each Local Supplement shall be the controlling language.

E. JOB BIDDING

Job bidding shall be applied by using the employee's seniority as developed in each Local Supplement.

F. TEMPORARY VACANCIES

Temporary vacancies shall be filled in accordance with the method of application developed in each Local Supplement.

G. DEMOTIONS AND LAYOFFS

Demotions and layoffs shall follow the reverse order of promotions. The method of administering this seniority provision 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 an opportunity to receive at least thirty (30) days training prior to being reduced from their line of progression, job, group, department or the plant.

H. RECALL

Recall of laid off employees shall be in the reverse order of layoff seniority. Employees laid off shall retain their plant seniority.

I. TRANSFERS

Transfers between lines of progression or departments shall be governed by the use of seniority application determined at each Local facility. When a vacancy occurs, prior to hiring a new employee, incumbent employees shall be given an opportunity for transfers between locations. The transferring employee(s) shall retain their seniority for earned vacation and pensions. Their seniority date in the new location shall be in accordance with Section B above. This transfer policy is attached as Appendix A.

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.

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 if different from above.
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.

5. Grievances scheduled to arbitration may be referred to expedited proceedings provided there is mutual agreement.

ARTICLE X **VACATIONS**

A. ELIGIBILITY

All hourly paid employees who have at least one (1) year seniority in the plant shall be granted a vacation with pay each calendar year. Below are the numbers of years of continuous employment in the Company's service that must be completed to be eligible for the number of weeks of vacation indicated:

- 1week vacation after *The actual number of weeks of*
- 2weeks vacation after *eligibility shall be those years*
- 3weeks vacation after *referred to in the Local Supplement*
- 4weeks vacation after *at each location.*
- 5weeks vacation after
- 6weeks vacation after

An employee who works less than 1,040 hours because of an 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

1. The amount of vacation pay for an eligible employee shall be calculated at the rate of pay as set forth in each Local Supplement.
2. An employee who leaves the employ of the Company and has not taken the vacation to which he is entitled shall receive vacation pay at the time of leaving the employment of the Company. The amount of such additional vacation pay shall be prorated according to the number of months worked.

3. An employee who enters the armed services, retires, or dies, and who has completed one (1) year or more of continuous employment in the company's service on the last previous anniversary date of such continuous employment, shall upon termination of employment receive in addition to vacation pay as provided above, vacation pay for time worked during the calendar year in which his employment is terminated. The amount of such additional vacation pay shall be prorated according to the number of months worked.

C. VACATION PERIODS

1. Vacations shall be taken in periods of not less than one week, except as provided by other provisions of this Agreement that applies to 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. Vacations will be taken to coincide with the established workweek.
5. The administration of the vacation scheduling for employees shall be the process that is established by the supplemental agreements at each Local facility.

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 24, Christmas Day, December 26, a floating holiday, Good Friday, Easter Monday, New Year's Day and Presidents' Day. These are identified maximum numbers of holidays only for purposes 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. In addition to the number deviation of holidays contained in each Local Supplement, each Local Supplement shall determine annually which of those holidays that the location wishes to recognize as holidays for the forthcoming year. Such identification meeting shall occur in December of the prior year. The method of calculating the proper classified rate may vary in each Local Supplement.

A. 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 a layoff, absence with employer's permission, bona fide illness of the employee, or illness of a member of the employee's immediate family requiring his presence.
 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.
- B. 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.
- C. 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.

D. 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. The starting of the workweek for the DairyPak plants may begin at 11:00 p.m. on Sunday and shall continue for seven (7) consecutive twenty-four (24) hour periods. The workweek shall end at 10:59 p.m. the following Sunday.

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.

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 (8) 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.

ARTICLE XIII
SHIFT DIFFERENTIAL

Employees working on the second and third shift shall be paid in accordance with the Local Supplements. This amount may vary between each facility.

ARTICLE XIV
WAGES

Wage rates shall be paid in accordance with the Appendix attached as a part of the Local Supplement at each location. The necessary increase of wages because of working in a higher classification or the lowering of wages because of working in a lower classification shall be in accordance with the methods provided in each Local Supplement.

- A. Rates on existing jobs shall not be subject to adjustment throughout the life of this Agreement, except as provided in “B” below.
- B. 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 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.
- C. The matter of wages is not to be a subject of arbitration.

D. 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 workday, 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.
 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.
- E. All locations not currently on bi-weekly pay will move from weekly or semi-monthly pay effective with the first payroll to be processed in 2015. This will move the payroll processing from either 52 weekly or 24 semi-monthly periods to 26 bi-weekly periods. Hourly employees who will be converted from weekly to the bi-weekly pay frequency will have the option of receiving a one-time \$500.00 advance to help facilitate the transition. The amount of this wage advance will be deducted in equal installments from the employee’s bi-weekly paychecks over a 10-week period (five paydays). If an employee’s

employment with Evergreen Packaging is terminated, voluntarily or involuntarily, the employee must pay back the remaining unpaid balance at the time of the termination.

If an employee is owed \$100.00 or more as a result of a payroll error by the company, a manual check will be processed; any amount owed less than \$100.00 will be added to the employee's next bi-weekly paycheck.

F. Effective January 1, 2015, payment to the employees will be administered by electronic direct deposit where permissible by state law. Employees will be required to provide banking information to the company no later than December 15, 2014. Where electronic payment is utilized, employees can access their pay stub through Ceridian Self Service. In an effort to assist in the transition, employees may also request a copy of their paystubs. In states where we are unable to mandate direct deposit, employees' checks will be mailed directly to the homes of the employees who do not elect direct deposit.

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.

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

ARTICLE XVII
DISCIPLINE AND DISCHARGE

- A. If an employee is called in for a disciplinary interview he/she shall be advised he 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 for cause will, upon request, receive in writing the reason for such discharge. The Local Union President will receive in writing notice of any disciplinary discharge and the reason therefor. This is for notice purposes only and has no effect on the termination or the validity or appropriateness thereof.

- 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.

ARTICLE XVIII
FUNERAL LEAVE

A. In the event of a 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. In the event a Location has a greater number of days than those specified, the Local Supplement for the Location will apply.

The Company may require proof of death and relationship before making such payments.

B. The immediate family of the employee shall be limited to those listed in the Local Supplement at each location.

C. Time spent 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.

E. For the purposes of this Article, "funeral" shall include any official ceremonies or observances conducted by an authority outside the family and held for a person who has recently died. Normally, these services will be held in conjunction with burial, cremation, or other disposition of the body. Management must approve time off for funeral leave pay for any delayed ceremonies beyond that time. Section E applies to all locations covered within this agreement

irrespective of the local Supplement language. This language will supersede local supplemental language regarding this Article.

ARTICLE XIX **MILITARY LEAVE**

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

The difference between the base pay received from the government and the straight time earnings of his scheduled work hours at the 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 will notify his department manager at least twenty-four (24) hours in advance of the scheduled starting time of his job 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

1. 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 United States 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

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

The parties agree to take whatever action necessary to comply with the provisions of the Family Medical Leave Act.

Employees will be required to use available paid sick and/or vacation leave during FMLA absences. This means that an employee will receive paid leave (short term disability and/or vacation) for the time away from work and the leave will also be considered protected FMLA leave and counted against the employee's FMLA leave entitlement. Substitution of vacation for FMLA leave will not be required for absences that are approved under the Short Term Disability Plan.

Under the provisions of this language, the Company will require vacation, up to a maximum of two weeks, to run concurrently with unpaid FMLA leave. The amount of scheduled work time missed for FMLA leave will be charged as spelled out above against the employee's eligible hours of vacation pay as defined in the vacation pay section of the Labor Agreement.

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.

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

D. Each employee is expected to respect his supervisors and each supervisor is expected to respect the employee. Both parties to this Agreement realize the importance of getting along in the plant. Harassment, profanity, or any other act of disrespect in the plant will not be tolerated.

E. Items pertaining to any particular location at the time of development of this Master Agreement will continue to be handled by the Supplement at each Location.

F. 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.

ARTICLE XXII **COMPANY RULES**

Company rules include those listed in each Local supplement and are included in this Master Agreement by reference. Changes or additions to these rules may be made from time to time and the parties shall agree on the rules prior to the notification to all employees. By the publishing

of these rules and notification of changes and additions, it shall be considered that employees will have complete knowledge of the rules. The employees shall abide by the Company's rules and practices.

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. The parties will discuss any change to a federal or state law, which may be related to this Agreement, 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 bi-weekly:

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 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 fifteen 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 Company agrees to provide and maintain a safe and healthy workplace for its employees. The Company will maintain all reasonable and necessary precautions for safeguarding the safety and health of employees, and employees are expected to cooperate in the implementation of this safe work environment.
- B. The Company agrees to participate with the Local Union in a yearly safety symposium and/or conference (to be mutually agreed upon) to enhance the safety and health of each of the represented facilities operated by the Company:
1. Up to two (2) employees per location will be allowed to attend.
 2. Cost associated with attending a safety symposiums/conference will be paid by the company. This shall include lost time, travel, lodging, meals and any associated registration fee.
- C. Each facility will evaluate the objectives and results annually.

ARTICLE XXVII
ATTENDANCE POLICY

The need for all employees to attend work whenever scheduled is an inherent portion of this work process. Therefore, each location shall establish and maintain an attendance policy that fits the circumstances at each of their locations. Such attendance policy shall be included as part of this Agreement by reference.

ARTICLE XXVIII
SUCCESSORSHIP

1. The Company agrees that if a covered location is sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Successorship Paragraph provision and shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of the applicable Collective Bargaining Agreement until its expiration date and treating the affected employees of the applicable Bargaining Unit in accordance with the terms of the applicable Collective Bargaining Agreement. The Union and/or its local and any other union representing covered employees will agree to such assumption.

2. Provided all contractual agreements are honored regarding seniority, including provisions for lay off and recall (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Union employees), it is understood and agreed (a) that the purchaser will not be required to have the same number of employees in the applicable bargaining unit as the Company does at the time of the transaction, and (b) that the applicable purchase agreement may permit the purchaser to make changes in the benefit programs required by the applicable agreement provided that the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the applicable collective bargaining agreement.

3. It is agreed that the Company's obligations under this Successorship language will be satisfied if the applicable purchase and sale agreement: (i) contains the terms required by the above paragraphs; and (ii) either (x) makes the Union a third party beneficiary of those terms; or (y) is supplemented by a contemporaneous agreement between the Union and the purchaser effectuating those terms.

ARTICLE XXIX
WORKFORCE EFFICIENCY

The intent of Work Force Efficiency is to better utilize the skill of employees in a safe and efficient manner and will not be used as a punitive measure, to backfill positions or to assign individuals to work for which they are not trained, capable of performing or cannot do safely.

There will be no jurisdictional restrictions between any classification in the plant introducing Production vs. Production, Maintenance vs. Maintenance and Production vs. Maintenance. Any employee may be assigned to perform any work which he is qualified to safely perform.

The above language supersedes all existing language, position statements, special agreements, letters of instruction, grievance answers or arbitration awards, or any other source related to jurisdictional work assignments.

The Company's intent is to recognize the seniority provisions of the Labor Agreement and, when practical, will review with the Union situations where seniority appears to be in conflict with flexible work assignments. Further, the Company's intent is not to back-fill one employee's job with another employee under the terms of this Work Force Efficiency Article.

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

The Company agrees to communicate and train supervision on the intent and practices around this Work Force Efficiency language. We will reinforce that any use of flexibility as punitive measure will not be tolerated. The Union Committee is welcome to participate in this training.

The Parties agree to meet quarterly to discuss any problems or concerns that may arise from the application of this Article.

ARTICLE XXX
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 XXXI

Principles for Conduct in Union Representation Campaigns

- A. We will both run respectable campaigns. We will not make false or misleading statements about our employees, our organizations, or our collective agreements.
- B. We will not engage in negative personal attacks on representatives or employees.
- C. We will not communicate that the unionization of a facility will either cause the facility to close or prevent it from being closed.
- D. We will not tell employees that a strike will occur if the Union is selected. We may provide factual information and the possible outcomes if the parties fail to reach agreement on a labor agreement.

- E. We may use videos and other communications during a campaign. We will not show videos, or use other communications, that are inconsistent with Principle 1 above.
- F. We will not publicize or criticize the compensation or benefits of directors, officers, managers or agents.
- G. We will only provide factual information about policies, practices and procedures.
- H. If there are issues during an organizing campaign they will be brought to the attention of the VP – Human Resources and the Chair of the Package Holding Union Council for resolution.

ARTICLE XXXII
BENEFITS

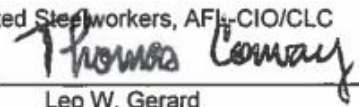
The benefit plans for the members of the Locals covered under this master are provided for in separate benefit booklets. The benefit levels and design plan of each benefit will remain the same during the life of this agreement except as provided for during the negotiations or as mutually agreed to by the parties.

This Master Agreement, including any appendix or exhibits hereto, and the Local Supplemental Agreements, embodies the entire agreement and understanding of the parties in all respects. This Master Agreement and the Local Supplemental Agreements supersede all prior agreements and understandings between the parties.

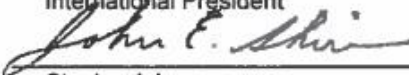
IN WITNESS WHEREOF, the parties hereto, have caused their names to be subscribed below by their duly authorized officers and representatives as of this _____ day of _____, 2019.

United Steelworkers, AFL-CIO/CLC


By:



Leo W. Gerard
International President



Stanley Johnson
International Secretary-Treasurer




Thomas M. Conway
International Vice President
Administration



Fred Redmond
International Vice President
Human Affairs



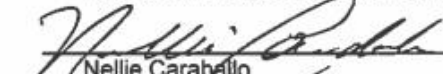
Daniel Flippo
Director District 9



Tommy D. Wright, III
Sub-Director, District 9




Alan Jones
International Representative, District 9



Nellie Carabello
International Representative, District 1

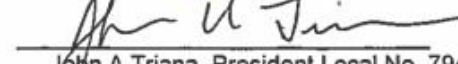
Local Union Negotiating Committee:



Keith Jenkins, President Local No. 507



Nancy Radcliff, President Local No. 673



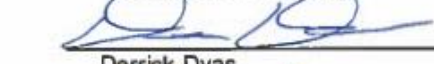
John A. Triana, President Local No. 794

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


By:



Teri McNett
Vice-President Human Resources



Derrick Dyas
Human Resource Manager



Danielle Williams
Human Resource Generalist

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 current Blue Ridge Paper Products Inc. manufacturing facilities.

- A. 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.
- B. "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.
- C. 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.). It must also be understood that the receiving location controls the timing of their vacancies and to be considered the employees must be able and willing to make themselves available based upon the time constraints of the receiving location.
- D. 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.
- E. 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.

- F. 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.

- G. A transferring employee will maintain membership in the international union and will be a member of the local union on the date of transfer.

VOTING PACKAGE SUMMARY (not reflected in the Labor Agreement)

First Year

Wages General Wage increase of (2%) would be applied to all rates (rounded to the nearest whole cent) effective May 14, 2018 upon first vote ratification.

Benefits Healthcare Plan - See Attachment A

Upon ratification, Sickness & Accident Coverage (STD) will be provided on a flat dollar basis as outlined below. New Hire and Grandfathered language remains as noted in the Master Agreement. The following Structure is based on a work week:

Canton & Waynesville	Accident	0 days
	Illness	3 days
	1-day absence (after accident or illness)	100% pay up to \$400
	Greater than 1-day absence (after accident or illness)	\$400 flat amount
Athens & Olmsted Falls	Accident	0 days
	Illness	3 days
	1-day absence (after accident or illness)	100% pay up to \$300
	Greater than 1-day absence (after accident or illness)	\$300 flat amount

New employees will become eligible for Short Term Disability benefits after twelve (12) months of employment.

Second Year

Wages General Wage increase of (2.5%) would be applied to all rates (rounded to the nearest whole cent) effective May 14, 2019.

Benefits Healthcare Plan - See Attachment A

The Company will increase the Long Term Disability (LTD) maximum monthly benefit as follows:

Canton:	\$2,200
Waynesville:	\$2,200
Union Non-Exempt:	\$2,200
Athens:	No Change
Olmsted Falls:	No Change

The Company will provide Basic Life Insurance in the following amounts:

Canton:	\$55,000
Waynesville:	\$55,000
Union Non-Exempt	\$55,000
Athens:	\$25,000
Olmsted Falls:	No Change

The Company will provide Accidental Death & Dismemberment (AD&D) in the following amounts:

Canton:	\$2,000
Waynesville:	\$2,000
Union Non-Exempt:	\$2,000
Athens:	\$2,000
Olmsted Falls:	\$2,000

Third Year

Wages General Wage increase of (2.25%) would be applied to all rates (rounded to the nearest whole cent) effective May 14, 2020.

Benefits Healthcare Plan - See Attachment A

The Company will provide Basic Life Insurance in the following amounts:

Canton:	\$60,000
Waynesville:	\$60,000
Union Non-Exempt:	\$60,000

Athens:	\$30,000
Olmsted Falls:	No Change

The Company will provide Accidental Death & Dismemberment (AD&D) in the following amounts:

Canton:	\$2,500
Waynesville:	\$2,500
Union Non-Exempt:	\$2,500
Athens:	\$2,500
Olmsted Falls:	\$2,500

Fourth Year

Wages General Wage increase of (2.25%) would be applied to all rates (rounded to the nearest whole cent) effective May 14, 2021.

Benefits Healthcare Plan - See Attachment A

The Company will provide Basic Life Insurance in the following amounts:

Canton:	\$65,000
Waynesville:	\$65,000
Union Non-Exempt:	\$65,000
Athens:	\$40,000
Olmsted Falls:	No Change

The Company will provide Accidental Death & Dismemberment (AD&D) in the following amounts:

Canton:	\$3,000
Waynesville:	\$3,000
Union Non-Exempt:	\$3,000
Athens:	\$3,000
Olmsted Falls:	\$3,000

Benefits through Life of Agreement:

DEFINED CONTRIBUTION PLAN OF BLUE RIDGE PAPER PRODUCTS LLC

Former PIUMPF Plan employees

The schedule of Additional (Non-Matching) Contributions will be revised as shown in Attachment B.

PACE Local 9-0507, 9-0794, 0761, or 1-0673 hired or rehired on or after January 1, 2014 and before date of ratification

The schedule of Additional (Non-Matching) Contributions will be revised as shown in Attachment C.

PACE Local 9-0507, 9-0794, 0761, or 1-0673 hired or rehired on or after date of ratification

A matching contribution will be made on the employee's behalf equal to 100% of the first 2.75% of the employee's elective deferral contributions based upon the elective deferral contribution and compensation for each payroll period as shown in Attachment D.

Matching contributions made on an employee's behalf are vested based on the employee's years of service as shown in Attachment 3.

General

For all employee groups, vesting includes contributions plus gains and losses.

Retiree Life

Those employees who retire during the life of this agreement will retain a \$10,000 life insurance benefit.

Removal of Attachment No. 1: Premium Rating and Methodology

- Change current Attachment No. 2 (Drug Free Workplace) to Attachment No. 1
- Remove page 44 (blank page)
- Change current Attachment No. 3 (Letter to Dan Flippo about New Hire Orientation) to Attachment No. 2

Memorandum of Agreement and/or Understanding:

Health Benefit Premiums for Employees absent due to Illness or Injury

For employees absent due to illness or injury and receiving short term disability (STD) benefits, as soon as administratively possible, the Company will work with outside vendors to transfer the current Direct Billing Process for payment of health benefit premiums to the following:

1. STD Payments will be paid out of the Company payroll system
2. All health benefit premiums will be deducted automatically from the STD check
3. If an employee's STD payment does not cover the full health benefit premium per pay period, the Company will administer the missed payments as a deduction in arrears, equal to current premiums + one

Steelworkers Health and Welfare Fund

Plan Options	Monthly Rates for Plan Year 2019						Carrier	Term (# of mos.)
	Individual	Employee / Child	Employee / Children	Employee / Spouse	Family			
Administrative Fees	\$4.00 per member per month Employee Paid Premium Share = 20%						Fund	9
Medical:	Employee Paid Premium Share = 20%						Highmark	9
PPO 80/60	\$412.73	\$782.78	\$782.78	\$868.13	\$1,238.17			
Drug:	Employee Paid Premium Share = 20%						Highmark	9
\$10/\$20	\$126.79	\$240.48	\$240.48	\$266.70	\$380.38			
Retail								
\$20 / \$40								
Mail Order								
Dental:	Employee Paid Premium Share = 20%						UCCI	9
Concordia Flex	\$25.86	\$49.05	\$49.05	\$54.39	\$77.57			
Vision:	Employee Paid Premium Share = 100%						Davis Vision	9
Annual	\$4.81	\$8.65	\$13.46	\$8.65	\$13.46			

Terms and Conditions

1. Employees will be covered by the Company plan (Medical, Prescription Drug, Dental and Vision) during the period from May 14, 2018 to March 31, 2019. After March 31, 2019, employees will continue to be covered by the Company plan (Medical, Prescription Drug, Dental and Vision) until employees become covered by the Steelworkers Health and Welfare Fund plan herein referred to as the "Fund".
2. Employees will be covered by the Fund plan (Medical, Prescription Drug, Dental and Vision) as soon as administratively possible after ratification. It is currently envisioned that this will occur on April 1, 2019. On the date the Fund plan (Medical, Prescription Drug, Dental and Vision) becomes effective, the Company plan (Medical, Prescription Drug, Dental and Vision) will cease to be effective.
3. All benefit programs proposed by the Fund are done so under the terms of a group contract.
4. Company and Union must enter into an agreed upon Participation Agreement.
5. On the date that the Fund plans (Medical, Prescription Drug, Dental and Vision) become effective, the Company plans (Medical, Prescription Drug, Dental, Vision) will cease to be effective. It is currently envisioned that this will occur April 1, 2019, but will depend upon the date on which Ratification occurs, with implementation to be completed as soon as administratively possible after ratification.
6. All Company sponsored programs integrated with Medical and Prescription Drug will end on the date that the Fund plans (Medical, Prescription Drug, Dental and Vision) become effective.
7. Upon entry into the Fund plans through December 31, 2019 the above listed premiums will be effective and shared between the Company and employees as listed above.
8. For Plan Year January 1, 2020 thru December 31, 2020 Medical and Prescription Drug premiums each will not exceed 11% over the Fund plan premium rates for 2019. Increases in

each premium will be shared on a basis of 80/20. Dental will continue to be shared on a 80/20 basis and Vision will continue to be 100% employee paid.

9. For Plan Year January 1, 2021 thru December 31, 2021 Medical and Prescription Drug premiums each will not exceed 12% over the Fund plan premium rates for 2020. Increases in each premium will be shared on a basis of 80/20. Dental will continue to be shared on a 80/20 basis and Vision will continue to be 100% employee paid.
10. The parties' agreement on health and welfare benefits will continue during the term of the collective bargaining agreement. In negotiations for the successor collective bargaining agreement, it is the parties' intent to use their best efforts to continue coverage under the Steelworkers Health & Welfare Fund plan until December 31, 2022 (assuming that employees become covered under the Steelworkers Health & Welfare Fund plan, effective on or around April 1, 2019). The intent of this commitment is to prevent disruption to employees' coverage during the January 1, 2022 thru December 31, 2022 Plan Year.
11. When the Fund provides notice of the Medical/Rx premiums for calendar year 2022, if the simple addition of actual 2020, actual 2021, and proposed 2022 percentage increases is greater than 24%, the Union will work with the Fund to adjust benefit levels such that the addition of actual 2020, 2021 and 2022 percentage increases shall be no more than 24.0%. Increases in each premium will be shared on an 80/20 basis. Dental will continue to be shared on an 80/20 basis and Vision will continue to be 100% employee paid.
12. On or before September 15th each year, the Steelworkers Health & Welfare Fund plan ("Fund") will provide to the Union and to the Company changes in premium rates for the following year.
13. Beginning January 1, 2020, the Company will replace the \$200 Wellness Credit with the following program:
 - a. An employee who completes the annual biometric screening and preventive care requirements will receive a Wellness Credit on their paycheck of \$7.75 per pay period. The preventive care requirements are based on age and gender."
14. The Company will utilize its Third Party Administrator to administer the Fund plan including open enrollment, governmental reporting and direct bill.
15. The Company and the Fund plan will work together to exchange information for the administration of employees' benefit plans.
16. If the Affordable Care Act (ACA) or any rules related to ACA (including but not limited to provisions on "excess benefits") adversely impact Evergreen's and/or the employees' costs, the parties shall meet to discuss an appropriate redesign of benefits and/or alternative delivery methods, while preserving the parties' overall bargaining intent and not increasing the total bargained package. It is both parties' intent that some or all of those plan changes that are discussed will be made, but only necessary to avoid the ACA excess benefits tax.
17. The Company will continue to provide a Diabetic Care Program, substantially equivalent to the program currently administered through Livongo, with the following guidelines:
 - a. The Diabetic Care Program will provide to certified employees and their eligible dependents a diabetic testing meter, test strips and lancets.
 - b. Current participants will continue in the Diabetic Care Program.

- c. All other employees and their eligible dependents may participate in the Diabetic Care Program upon enrollment and certification of diabetes.
- d. This Diabetic Care Value Program will be at no cost to the employee.

The Company will also provide to employees that participate or have a dependent that participates in the Diabetic Care Program a Diabetic Care Credit on the employee paycheck of \$15.00 per pay period to replace the current Express Script Care Program."

Blue Ridge Paper Products Inc.

Former PIUMPF Plan Employees

Matching Contribution: There are no matching contributions for this union group.

Additional (Non-Matching) Contribution: You will be entitled to receive retirement savings account contributions in an amount equal to a percentage of your compensation for each payroll period based on your combined points for your age and years of service as of January 1, 2014, as shown in the schedule below:

Retirement Savings Account	
<u>Combined Points</u>	<u>Contribution Percentage</u>
Less than 40	2.75%
40-49	3.75%
50-59	4.75%
60-69	5.75%
70 or more	6.25%

Despite this, any "Former PIUMPF Plan Employee" with combined points for age and years of service equal to 70 or greater who made an election to participate in the Evergreen Packaging Defined Benefit Retirement Plan as of January 1, 2014, is not eligible for this retirement savings account contribution under this Plan. That election was irrevocable. A "Former PIUMPF Plan Employee" is any employee of Local 9-0507, Local 9-0794, Local 0761, and Local 1-0673 who was participating in the PACE Industry Union-Management Pension Fund (PIUMPF) and who withdrew from that plan effective December 31, 2013. An employee is no longer a Former PIUMPF Plan Employee if he or she terminates employment on or after January 1, 2014.

Any Former PIUMPF Plan Employee who has fewer than five years of service in PIUMPF as of January 1, 2014 will be entitled to an additional .25% contribution in addition to the appropriate retirement savings account contribution percentage shown above. That additional .25% contribution will continue for the period of time equal to the employee's length of service under PIUMPF measured in years and full months, after which time the individual's retirement savings account contribution percentage will revert back to the percentage indicated above.

If you are on short term disability leave, you remain eligible for the retirement savings account contribution as outlined above based on your base rate of pay for a 40 hour work week, up to a period of six months from the time you begin disability leave or until you return to work, whichever is earlier. You are not eligible for retirement savings account contributions due to your short term disability until you have been on disability leave for one full week.

Vesting: Retirement savings account contributions made on your behalf are 100% vested at all times without regard to your years of service.

Blue Ridge Paper Products Inc.

PACE Local 9-0507, 9-0794, 0761 or 1-0673 hired or rehired on or after January 1, 2014 and before ratification of this contract February 12, 2019

Matching Contribution: There are no matching contributions for this union group.

Additional (Non-Matching) Contribution: You will be entitled to receive retirement savings account contributions in an amount equal to 2.75% of your compensation for each payroll period you are actively participating in the Plan.

If you are on short term disability leave, you are eligible for the retirement savings account contribution as described above based on your base rate of pay for a 40 hour work week, up to a period of six months from the time you begin disability leave or until you return to work, whichever is earlier. You are not eligible for retirement savings account contributions due to your short term disability until you have been on disability leave for one full week.

Vesting: Retirement savings account contributions made on your behalf are vested based on your years of service according to the following schedule.

VESTING SERVICE (whole years)	VESTED PERCENTAGE
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

Notwithstanding these rules, you will automatically be 100% vested in your retirement savings account contributions if:

- [You were hired before January 1, 2007;]
- You are employed as a bargaining employee on the date of a permanent closing or sale of a work facility;
- If you are an employee as of age 55 and you have at least three years of vesting service;
- If you die while employed or while performing qualified military service; or
- If you become totally and permanently disabled while employed or while performing qualified military service.

Blue Ridge Paper Products Inc.

**PACE Local 9-0507, 9-0794, 0761 or 1-0673 hired or rehired after ratification of this contract
February 12, 2019**

Matching Contribution: Those employees hired or rehired after ratification of this contract on February 12, 2019 will be eligible to receive company matching contributions equal to 100% of the first 2.75% elective deferral contributions based upon the elective deferral contribution and compensation for each payroll period.

Additional (Non-Matching) Contribution: There are no additional (non-matching) contributions for this group.

Vesting: Retirement savings account matching contributions made on your behalf are vested based on your years of service according to the following schedule. You are always 100% vested in the contributions that you make into the plan.

VESTING SERVICE (whole years)	VESTED PERCENTAGE
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

Notwithstanding these rules, you will automatically be 100% vested in your retirement savings account contributions if:

- You are employed as a bargaining employee on the date of a permanent closing or sale of a work facility;
- If you are an employee as of age 55 and you have at least three years of vesting service;
- If you die while employed or while performing qualified military service; or
- If you become totally and permanently disabled while employed or while performing qualified military service.

DRUG FREE WORKPLACE

1.0 SUBSTANCE ABUSE POLICY OVERVIEW

The objective of the Drug Free Workplace Program (the “policy”) is to establish policy and guidelines regarding Evergreen Packaging Group’s (the “Company” or “EPI”) Substance Abuse Policy.

This policy will reflect Evergreen Packaging’s commitment to the safety and health of employees, protection of the environment, quality of our products, and financial performance of our company. These objectives can be directly and adversely affected by the use or abuse of alcohol, drugs, or controlled substances. Therefore, this policy is designed to create a drug-free workplace and workforce.

Evergreen Packaging’s Policy is to strictly prohibit the use, sale, transfer, or possession of alcohol, drugs, or controlled substances while on the job or on company property and reporting to work under the influence of alcohol, drugs or unauthorized controlled substance present in one’s system.

2.0 SCOPE

This policy applies to the USW Locals covered under the Master Agreement (Canton, Waynesville, Athens, and Olmsted Falls locations).

3.0 GUIDELINES FOR POLICY ADMINISTRATION

POLICY GUIDELINES

In accordance with the Drug Free Workplace principles, Evergreen Packaging is committed to ensuring a safe, productive work environment and to safeguard the well-being of all employees and Company property. It is the policy of Evergreen Packaging to strictly prohibit the use, sale, transfer, or possession of alcohol, drugs or controlled substances while on the job or on Company property; reporting to work under the influence of alcohol, drugs, or controlled substances, and having a detectable level of a prohibited, illegal drug or unauthorized controlled substance present in one’s system. The objective of this policy is to have a drug-free workplace and work force. In furtherance of this policy, Evergreen Packaging has adopted the following guidelines:

1. While the company has no intention of intruding into the personal lives of its employees, it recognizes that alcohol and drug abuse, as well as other

personal problems, can be successfully treated, and therefore provides the Employee Assistance Program (EAP) to assist affected employees and their dependents. The Company's policy is to make help available and to support employees in solving these problems, before substance use or abuse impacts their job and performance. If an employee needs assistance with substance use or abuse, they can reach out to Human Resources or directly to the Employee Assistance Provider for more information.

2. The use, sale or possession of alcohol, drugs or controlled substances while on the job or on Company property and/or reporting to work under the influence of the same constitute grounds for disciplinary action up to and including discharge.
3. Employees are required to comply with the Substance Abuse Policy, which includes searches and mandatory testing.
4. Any suspected illegal substance will be turned over to an appropriate law enforcement agency.
5. The Company continues to reserve the right to conduct reasonable searches or inspections of employees' lockers, desks, and personal belongings, (e.g., lunch boxes, purses, baggage, etc.) located on the Company premises and of their private vehicles when entering or leaving the Company premises or if parked on Company property. Any employee who refuses to consent to a search or inspection may be subject to disciplinary action up to and including discharge.
6. The Company reserves the right to request an employee to consent to a test for the presence of alcohol, drugs or controlled substances and to consent to the release of such test results to the Company. Any employee who refuses to consent when requested to do so may be subject to disciplinary action up to and including discharge.
7. The Company reserves the right to undertake pre-employment drug testing at any of its facilities.
8. The Company also reserves the right to request an employee to consent to a random, for reasonable cause or post-incident test for the presence of drugs, alcohol and controlled substances and to consent to the release of such test results to the Company.

TYPES OF TESTING

The Evergreen Packaging Substance Abuse Policy consists of the following tests:

1. **Pre-Employment Testing** – As a condition of employment, individuals who have received conditional offers of employment will be subject to drug testing. A confirmed positive test will terminate employment proceedings.
2. **For Reasonable Cause Testing** – An employee may be subject to substance and alcohol testing if there is reasonable cause, suspicion or belief that the employee is using or abusing alcohol, drugs or controlled substances in violation of this policy. Testing may also result when an employee's job performance appears to have changed, or he/she has become unfit for work (i.e. exhibiting erratic and/or impaired behavior).
3. **Random** – An employee will be tested when randomly selected from a list of all employees at a given location. Under the Random Testing Program, an employee will not be tested more than three (3) times in a rolling twelve (12) month period. The three (3) times in a rolling twelve (12) month period process does not impact the testing process for Post Rehabilitation.
4. **Post-Accident** – An employee will be tested for the presence of drugs or controlled substances when an on-the-job incident occurs, which results in damage to the Company property and/or an injury to employee(s).

TESTING PROCEDURES

Drugs to be tested for are as follows:

- Amphetamines (e.g., Dexedrine, Speed, Ice, Crank, Uppers)
- Benzoylecgonines (e.g., Crack & Cocaine Metabolites)
- Cannabinoids (e.g., Metabolites, THC, Pat)
- Opiates (e.g., Heroin, Morphine, Codeine)
- Phencyclidine (e.g., PCP, Angel Dust)
- Barbiturates (e.g., Phenobarbital)
- Hydrocodone (e.g., Lortab, Vicodin)
- Propoxyphene (e.g., Darvon)
- Oxycodone (e.g., Synthetic Opioid)
- Benzodiazepines (e.g., Valium, Xanax, Librium, Lorazepam)

Employees who refuse to sign an authorization to test (consent form) or otherwise refuse to be tested will be terminated from employment.

Employees who are not available to be tested when they are randomly selected will be tested upon returning to work.

Outside contractors and temporary (non-Evergreen Packaging) employees must certify to Evergreen Packaging's satisfaction that they are in compliance with the current Substance Abuse Policy which prohibits the use, sale or possession of alcohol, drugs or unauthorized controlled substances while on the job or on company property and/or reporting to work under the influence of same.

REHABILITATION

Evergreen Packaging Employee Assistance Policy sets forth procedures for Employees to refer themselves for rehabilitation for drug problems, and for Supervisors to make referrals for employees with such problems. The Rehabilitation process is outlined as follows:

1. Employees who test positive for the first time for use of a drug under random testing as outlined in this policy will be referred to the EAP for consultation, assessment, development and completion of an appropriate action plan. These employees must also sign a release that will allow the EAP or other counselor(s) to provide Evergreen Packaging with information relevant to the employee's progress in the action plan.
2. Upon successful completion of the EAP action plan, the employee will be subject to periodic, unannounced testing for a period of two years. This testing will occur at a minimum of six times in 24 months, all at the discretion of local management.
3. Employees who test positive for the first time under random testing as outlined within this policy and refuse to accept an EAP referral or to follow the recommended action plan will be subject to termination of employment.
4. Employees who test positive for the second time under random testing as outlined within this policy will be subject to termination of employment.

EDUCATION AND TRAINING

Employees and applicants for employment shall be advised of Evergreen Packaging's Drug Free Workplace Program. Information shall be provided to employees addressing various aspects of the program including reasons for the program, benefits for employees and Evergreen Packaging, the EAP availability to employees, the effects of drugs on individuals and their families, and drug testing procedures.

Supervisors, management personnel and other selected employees will receive training in administering this policy which will include:

1. Methods of identifying employees who may be under the influence of drugs or alcohol and who have been using drugs or alcohol on the premises.
2. Procedures for referring employees to the EAP.
3. Adverse health and safety aspects of drug and alcohol use.
4. Procedures for administering this policy with appropriate regard for the concerns of employees and applicants.

CONFIDENTIALITY

Confidentiality and privacy shall be protected in accordance with law. All records relating to this policy will be preserved in accordance with company policies on privacy and confidentiality of records.

APPLICABLE LAW

Whenever necessary, administration of this policy in particular facilities shall be modified, as approved by the Legal Department, to comply with requirements of applicable federal, state, or local laws or regulations.

POLICY VIOLATION

Any violation of this policy may result in disciplinary action up to and including termination of employment.

EXCEPTIONS

Any exception to this policy must be approved in advance by the Vice President of Human Resources or designee.



Memphis Office
5350 Poplar Avenue Suite 600 Memphis, TN 38119

ATTACHMENT NO. 3

Daniel Flippo
District 9 Director
919 Sharit Avenue, Suite 213
Gardendale, Alabama 35071

May 2, 2014

Dear Dan:

At 2014 Master Negotiations the parties discussed the current proactive at Canton/Waynesville that provided time for the Union President to participate in the Company's Orientation Program for new hires. For some time now the Union President there has been meeting with the new employees to discuss union structure and their roles as bargaining unit representatives.

Mill management has expressed support for continuing that practice in the locations covered under this labor agreement (Master Agreement b/USW & Blue Ridge). My suggestion would be along the lines of having the union presidents from each location review with Brandon Ferguson the approach local 507 takes and incorporate the guidelines they use into their respective locations. Any questions that possibly arise over the content of the meetings would be reviewed with District 9 Director and the appropriate company official for resolution.

Best regards,

Samuel G. Anderson
Director of Labor Relations

ATTACHMENT NO. 4

MEMORANDUM OF AGREEMENT:

Health Benefit Premiums for Employees Absent Due to Illness or Injury

For employees absent due to illness or injury and receiving short term disability (STD) benefits, as soon as administratively possible, the Company will work with outside vendors to transfer the current Direct Billing Process for payment of health benefit premiums to the following:

4. STD Payments will be paid out of the Company payroll system
5. All health benefit premiums will be deducted automatically from the STD check
6. If an employee's STD payment does not cover the full health benefit premium per pay period, the Company will administer the missed payments as a deduction in arrears, equal to current premiums + one