

# **LABOR AGREEMENT**

Between

***WESTROCK SERVICES, INC. and its  
LIBERTY, MO CONTAINER PLANT***

**AND**

***UNITED STEEL, PAPER AND  
FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED***

***INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL***

***UNION (USW) AND ITS LOCAL 765***

**Effective**

**June 1, 2015 to June 1, 2021**

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## AGREEMENT

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of May, 2015, by and between WestRock Services, Inc., Liberty, Missouri, hereinafter referred to as the "COMPANY" AND UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW) acting on behalf of itself and its affiliated Local Union No. 765, hereinafter referred to as the "UNION".

### **ARTICLE I**

#### **INTENT AND PURPOSE**

1. It is the intent and purpose of the Company and the Union that this Agreement concerning rates of pay, hours of work and conditions of continuing employment shall be maintained to the end and that a peaceful cooperative relationship shall be continued and that lockouts, strikes and all other form of labor difficulties shall be prevented and that a spirit of wholehearted cooperation shall at all times prevail.
2. It is recognized that the Company and the Union must maintain and provide for the economy of operations, standard of quality of output, cleanliness of the plant and the machinery, protection of the plant and conditions of continuing employment to be observed between the Company and the Union. It is essential that discipline be maintained at all times by the Company and the Union and that this Agreement be recognized as a duty of the Company and the Union to cooperate to its full intent, individually and collectively.

### **ARTICLE II**

#### **RECOGNITION**

1. The Company recognizes the United Steelworkers International Union and its affiliated Local 765, as the sole and exclusive bargaining agency for all production and maintenance employees of the Company's plant located at Liberty, Missouri, excluding all office clerical employees, salespersons, professional employees, watchpersons-guards, and all supervisory employees as defined in the Act. PROVIDED that any individual employee or group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, as long as the adjustment is not inconsistent with the terms of this Agreement.
2. Supervisors will not perform any work on any machine or operation that is regularly assigned to employees in the bargaining unit except under the following conditions:
  - a) Work which is done for the purpose of giving instruction or training. It is understood that this shall be applied only for the necessary and legitimate training of employees or new operations or methods and shall under no circumstances be used as a subterfuge to permit production work as such to be done by supervision and the Union has been so advised.
  - b) Work which is of an experimental nature and the Union has been so advised.

- c) Work which is necessary to protect the property or equipment of the plant.
- d) Work of a temporary nature caused by equipment breakdown or other emergency conditions.

It is the policy of the Company that supervisors shall be concerned with the supervision and with the performance of productive work.

### **ARTICLE III**

#### **UNION REPRESENTATION**

1. The Union shall be entitled to a reasonable complement of Stewards and Officers in relationship to the size of the local unit. The Local Union shall keep the Plant Manager currently informed of the names of such Stewards and other local Officers.
2. The Steward on the shift, may, upon request to the foreperson, be allowed time to investigate or confer concerning an alleged grievance which has been raised by an employee. Such time will not be excessive and such requests will not be abused. It is likewise understood that except in cases of extremely urgent production demands, supervisors will not withhold permission for the authorized Union representative to devote a reasonable time to investigate and/or discuss such alleged grievances during the shift on which the problem arises,
3. Effective upon signing of this contract, employees will be compensated for straight time hours lost from regularly scheduled work for necessary time spent in discussing grievances with management. Such meetings will be so designated at times which are mutually agreeable. It is agreed that no more than three members of the Union Grievance Committee shall be absent from work for such meetings at any one time.
4. The Company will reimburse, not to exceed three (3) employees for time lost from regularly scheduled hours of work while negotiating any new contract.
5. Upon application to and permission from the Plant Manager, the International Union's accredited representative may have access to the plant during regular business hours to conduct Union business. Such privileges shall not be abused and will be conducted with a minimum of interference to production in the plant.
6. A convenient bulletin board, covered with glass, will be designated upon which the Union may place notices which are signed by the Union. This will have a lock, and the Union Vice President and the General Manager will have keys.

### **ARTICLE IV**

#### **MANAGEMENT RIGHTS**

1. It is recognized and agreed that the management and operation of the plant and the direction of the working forces is the sole and exclusive right of the Company. The Company has and retains all of the rights it would have in absence of this Agreement except as they may be abridged or modified herein. In recognition of this, but not by way of limitation, the Union acknowledges the following rights and responsibilities belonging solely to the company.

- a) The right to hire, train, assign work, promote, demote, transfer or layoff, and the right to reduce the number of, suspend, or discharge or discipline employees for just cause.
- b) The right to determine the number and location of its plants.
- c) The right to determine the equipment, tools, and machines to be used.
- d) The right to regulate production schedules and to subcontract work.
- e) The right to determine the methods and processes of manufacturing, or assembling together with all designing, engineering and the control of raw materials which may be incorporated into the company's product.
- f) The right to determine and regulate the number of employees needed on any particular operation or process.
- g) The right to adopt and put into effect reasonable factory rules and regulations and safety instructions, and such rules and regulations shall be posted and shall prevail.

The Company shall notify the Union of any change or modifications of plant rules and safety instructions and will post on the bulletin board the changes or modifications or plant rules and safety instructions, and these rules shall prevail.

- 2. It is hereby understood and agreed, however, that such powers as listed above shall not be used for the purpose of discrimination against any member of the Union or contrary to the provisions of this Agreement.

## **ARTICLE V**

### **CHECK-OFF**

- 1. The Company agrees for the period of the contract upon voluntary written authority from any employee to deduct from the wages of such employee the regular weekly UNION dues.
- 2. The Company will make deductions of initiation fees once and the Union dues for Union member from the payroll weekly. If the Company does not deduct dues from any week or series of weeks, they will collect the next pay period.
- 3. Such dues deducted shall be sent to the Secretary Treasurer of the International Union, along with a list showing the name of employees and the month such dues were deducted.
- 4. The Union will supply the Company in written form their usual dues deduction form signed by employees and will also supply written notice of the amount of the initiation fees and dues which are to be deducted by the Company.

**ARTICLE VI**  
**UNION MEMBERSHIP**

1. All present and future employees covered by this Agreement as set forth in Article II, "Recognition" shall as a condition of employment, become members of the Union at the end of sixty (60) calendar days (Saturdays and Sundays included) and shall remain members in good standing during the term of this Agreement. "Good Standing" for the purpose of this Agreement is interpreted to mean the payment or tendering of initiation fees and periodic union dues.
2. Recognized students employed temporarily for not to exceed 90 calendar days during the summer months shall be exempt from the provisions of this Article.

**ARTICLE VII**  
**MUTUAL INTEREST**

1. No Strike -- No Lockout. There shall be no violation of the provisions of this contract by either party, and there shall be no lockout on the part of the Company on account of any controversy whatsoever, and that there shall be no strike, slowdown, picketing, or other cessation or limitation of work on account of any controversy whatsoever by the Union or its members. Violation of this section by any employee shall be grounds for immediate discharge.
2. Successor Clause.
  - a. "The Company agrees that if, during the life of the Collective Bargaining Agreement (herein CBA), any or all of the facilities covered by this Side Agreement are sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Side Agreement as well as the current applicable CBA. In addition, the Company shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of the Side Agreement and the applicable CBA until its expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of the applicable CBA."
  - b. "All contractual agreements regarding seniority, including provisions for layoff and recall, shall be complied with by the purchaser (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 Unit 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 this Agreement provided that the benefits in all event continue to be substantially equivalent in the aggregate to those provided under the applicable CBA."

- c. "It is agreed that the Company's obligations under this Side Agreement will be fully satisfied and the Company shall have no liability whatsoever of any kind or nature in any forum or court of competent jurisdiction so long as the purchaser agrees to those commitments set forth in Paragraphs Nos. 1 and 2, above, and the Union shall be considered the third party beneficiary of WestRock's right to insure the purchaser's successor commitments in the event the purchaser engages in a breach of an applicable CBA and /or Side Agreement."

## **ARTICLE VIII**

### **SENIORITY**

1. It is recognized that the aim and purpose of this Article is to provide an equitable measure of job security and promotional opportunity based on length of service for all employees in the bargaining unit.

In the development of the provisions of this Article, the Company and the Union also recognize the necessity of maintaining quality and standards of production and the economic and efficient machine and miscellaneous productive operations for the continuing growth of the Company.

2. To determine if any employee is qualified, the Company will consider length of service, ability, efficiency and physical fitness. When all factors which constitute necessary ability, efficiency and physical fitness are relatively equal, the employee oldest in seniority will be given preference in all promotions, demotions, layoffs and recalls.

Where job classifications and job line progression apply the above procedure shall only be used after job classification and job line progression has been applied.

#### **3. *Definition of Seniority***

For purposes of this Agreement, seniority means length of continuous service in the plant from an employee's last date of hire.

#### **4. *Calculating Seniority***

- a) Seniority shall mean uninterrupted service, such uninterrupted service to include:
  - 1) Authorized personal leaves of Absence and authorized Sick Leave of Absence.
  - 2) A period of layoff due to lack of work up to a minimum of one (1) year, or the total length of uninterrupted service of the employee to a maximum of five (5) years. Such period shall be measured in months of uninterrupted service to a maximum of five (5) years or 60 months.
  - 3) A period of absence due to illness up to a maximum of one (1) year. In the event the absence is due to an industrial accident or industrial disease the maximum shall be two (2) years, except if a doctor certifies that the employee will be 100% fit in the next year, the employee shall be granted a maximum of three (3) years. Must have Doctor's Certificate to prove illness.

- b) An employee's seniority will be considered as having been interrupted and all previous service and seniority rights forfeited if the employee:
- 1) Quits voluntarily or is discharged for just cause.
  - 2) Is absent for three (3) consecutive working days without notifying the Company unless good and sufficient cause can be shown for not notifying the Company.
  - 3) Does not return to work from a layoff or from illness within a period of one (1) year since the employee last worked for the Company except as specifically provided in 4(a) (2) and 4(a) (3) above.
  - 4) Fails to report to work on the termination of an approved leave of absence.
  - 5) Fails to report for work following an illness or injury when physically able to work.
  - 6) If an employee is engaged in a gainful employment during a leave of absence.
5. All new employees shall be placed on probation and shall be classified as temporary help during the first sixty (60) calendar days. After which time, if retained, in the service of the Company, they shall be considered regular employees with seniority status dating back to the first day worked. It is understood that this sixty (60) calendar days period may be extended by agreement of the parties. Discharge of a probationary employee shall not be subject to the grievance and arbitration procedures.
6. A promotion shall mean movement to any open regularly established higher rated job.
- a) In making promotions, the Company will fill the position with the senior employee if the senior employee has the necessary ability, efficiency and application to the job and if job classification and job line progression have been applied.

Where multiple machines exist permanent opening(s) within a line of progression shall be offered on the basis of classification seniority. The opening shall be offered to employees holding the position immediately preceding the available opening in accordance with the above criteria. If no employee holding such classification desire the position, the classification qualified junior employee shall be required to fill the position. This provision shall not be used to force a shift change for any employee.

- b) If no qualified employee is available in the plant, the job may be filled by hiring a new employee or the transfer of an employee from outside the bargaining unit.
- c) In filling a promotion, the employee who is awarded such job shall prove his/her qualifications to fill the job within a thirty (30) working day period. If before the end of said period the Company finds that the employee is incapable of performing the job, he or she shall be returned to such former job. Before taking such action, the Company will discuss with the Union the reason or reasons



therefore. An employee during said trial period who disqualifies himself/herself and is returned to such former job will not be permitted to bid on any job for a period of twelve (12) months. Each employee will be entitled to no more than four (4) assigned job bids per contract year, exclusive of job line progression. However, an employee may exceed the four (4) bid limitation under the following exceptions:

- 1) Job posted with no bidders.
  - 2) New jobs or equipment.
  - 3) Higher rated jobs.
  - 4) When Company disqualifies the employee.
- d) Job openings will be posted as soon as opening is known, such postings shall occur for three (3) consecutive work days including one weekend. Weekend days do not count as a work day. However, if no senior employee bids on the job opening, a probationary employee may be used to fill the vacancy or a suitable replacement can be located within or outside of the bargaining unit. When an employee is disqualified or requests disqualification under 6(c), the opening will be filled by the next senior employee with the necessary ability and efficiency on the original job bid.
7. Regular layoff will occur after the plant is scheduled two (2) consecutive weeks of thirty-two (32) hours or less in a calendar month.

In the event of regular layoff, probationary employees will be the first to be laid off. If further layoffs are necessary, the most senior employee must have the necessary ability to perform the work to which his/her seniority would entitle him/her. Otherwise, the next most senior employee with the necessary ability shall be retained. In lines of progression, employees being displaced will exercise first their job classification seniority to protect them in their current job, and second their total seniority in their line of progression to bump down the line. Bottom of the line employees being displaced or employees not in a line of progression job will exercise their plant seniority to fill those jobs vacated by the junior employees being laid off.

- a) Classification Seniority:  
Total uninterrupted time on the job.
- b) Line of Progression Seniority:  
Total uninterrupted time on all jobs in the Line of Progression.
- c) Plant Seniority:  
Total time in plant from last date of hire.

In recalling employees on regular layoff because of lack of work, reemployment will be offered on the basis of plant seniority. It being understood that the employee or employees so recalled shall be the most senior with the necessary ability to perform the job or jobs available.

## **8. Cutbacks**

Employees forced out of their job classification due to a cutback:

1. Shall return to their most recent previously held position and be placed by their job classification seniority previously earned in that job. When job classification seniority is equal, then plant seniority will be used to determine position.
2. If the employee's job classification seniority does not permit them to stay in their most recent previously held position, the employee will be placed in an available opening based on plant seniority.
3. Following a cutback if, within one year, the cutback is reversed, originally affected employees shall have the right to return to that cutback position in the same order that the cutback occurred.
4. Junior employees affected by the above shall have the same rights.

## **9. Recall Procedure**

Employees are required to keep the Company informed regarding their correct address. Employees on a regular layoff who have been recalled by certified mail return receipt requested, must report for work, within forty-eight (48) hours (2 business days) of such notice. Additional time allowance to report will be granted in case of proven illness or injury. If such employee fails to report within the above time limit, they shall be considered terminated from their employment, and shall forfeit all recall rights. However, in the event the employee on layoff and subject to recall is working for another company and must give notice, then such employee upon notification to their company within forty-eight (48) hours will be granted an additional seventy-two (72) hours (3 business days) to report to work.

## **10. Seniority Roster**

A seniority roster of employees in the plant will be kept in the personnel office and a copy posted in the plant and a current and up to date copy sent to the local union. Department supervisors shall consult this roster before making layoffs or other personnel changes involving seniority.

11. In the event of work shortage caused by lack of orders on a specific machine or machines, the affected employee will be permitted to use his/her plant seniority in lieu of going home on their shift to displace the least senior employee who is working on unclassified work or temporary assignment provided they are qualified to perform the work. In no way is this to be construed as a guaranteed eight (8) hour day or forty (40) hour work week to any employee.

## **12. Temporary Assignments**

When at the start of the work shift or during a work shift, it becomes necessary to assign an employee to another job; the senior qualified employee will have

preference on the work assignment available at that time. However, if the job the senior employee originally chose is discontinued and he/she is placed elsewhere, he/she shall not have the right to be returned to the original job chosen if it is restarted. When the senior qualified employee chooses such temporary assignment on a continuous run operation he/she will continue to work the scheduled hours for that day, except if a senior qualified employee on the shift requests by notifying the Supervisor of their desire to work the overtime hours included in such schedule if any.

### **13. Job Abolishment**

Definition: if a classification is eliminated, a machine is physically removed from the plant, or a machine is not operated for a continuous period of one (1) year, this will constitute a Job Abolishment.

When a Job Abolishment occurs, the following procedure shall be applicable.

Where multiple crews exist in a classification, the crews shall be reduced by job classification seniority. The affected junior employees in the classifications shall have the option of utilizing their seniority to (1) Maintain a lesser job in their line of progression, (2) Select a job that was bid during the past three (3) years that they were on the abolished job, and is being filled with a junior employee, or (3) Utilize his/her total Plant Seniority in a prior job classification that such affected employee had been classified in the past and for a period of one or more years. Furthermore, if the job classification is in a line of progression, he is entitled to the job classification one progression higher. Junior employees affected shall have the same rights. In any Job Abolishment, if the employee fails to qualify, such employee may bid on an open job or will be assigned to a job by the company.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

1. Leaves of absence may be granted at the discretion of the Company for periods of up to thirty (30) days and may be extended by mutual consent of the Company and the Union. If the leave of absence is for more than seven (7) days, the employees must submit their request in writing to the Company, stating therein the reasons for requesting the leave and the amount of time necessary.
2. The Company shall acknowledge the application in writing and state whether permission is granted or refused, and if refused the reasons therefore. A copy of such acknowledgement will be sent to the Union. The Union shall also be notified in writing of all extensions of leaves of absence.
3. When possible, employees will request leave of absence at least one week in advance. However, it is understood and agreed that failure to give such advance notice will not result in arbitrary denial by the Company if the employee's service can be spared without undue disruption of production, It is further a greed that requests for leaves of legitimate emergency reasons will be granted by the Company. Any

problems in granting such emergency leaves will be immediately discussed between the Plant Manager and the Local Union Vice President.

4. An employee who accepts full time employment with the Union and submits a written request shall be granted a leave of absence for up to three (3) years. Seniority will accrue during this leave. If any Union Leave of Absence exceeds 30 days, such employee will not be eligible to remain on the Company's benefit plans. Medical, dental and vision plans would continue to be available per COBRA regulations.

## **ARTICLE X**

### **DISCRIMINATION**

1. Dismissal of any employee shall be recognized by reason of insubordination, or failure to comply with plant rules and regulations and safety instructions, or orders of the Company or by reason of any other just cause of discharge; however, in the event any employee shall be discharged and he/she believes they have been unjustly dealt with, such employee may pursue the matter through the grievance procedure as herein provided. Any employee found to have been unjustly discharged shall be reinstated with full seniority rights and may receive compensation for time lost as may be agreed upon by the Company and the Union or as may be directed by the arbitrator pursuant to the provisions of Article XX of this Agreement.
2. It is distinctly understood that nothing in this contract shall require the Company to maintain more employees on the payroll than are required for the operation of the plant.
3. There shall be no discrimination of employees or Union officials because of race, color, creed, sex, national origin, age, handicapped or veteran status or against Union officials and employees when negotiating grievances or Union business.
4. It is the policy of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and WestRock, to recruit, employ and promote on the basis of merit without regard to Race, Color, Creed, Sex, National Origin, Age, or Handicapped or Veteran status.
5. The parties acknowledge their obligations under the Americans with Disabilities Act including the obligation to provide reasonable accommodation to otherwise qualified employees who become disabled.

## **ARTICLE XI**

### **WAGES**

1. The wage scale to be paid during the term of this Agreement shall be in accordance with the Schedule of Wages attached hereto, made a part thereof, and marked "Exhibit A".
2. When changes are made in the plant which creates new jobs or substantially changes the duties of the existing jobs, the Company will meet with the Union to negotiate crew sizes and rates of pay. If no agreement is reached, the Company may put into effect rates and crew sizes that they feel are justified and the Union may

bring the subject up at the next contract negotiation and what rate adjustments are agreed on at that time will be retro-active to the date of the job change.

**3. Rates of Pay During Temporary Transfers**

- a) Any employee transferred from their regular job to a lower rated job for the convenience of the Company shall be paid their regular rate of pay.
  - b) Any employee temporarily transferred to a higher rated job for the convenience of the Company, shall be paid the rate of the higher rated job for the period of such assignment, if the assignment continues for one (1) hour or more.
  - c) When there is no work available in an employee's regular job and there is other work available for which he/she is qualified, the employee may be offered the other available work in lieu of being laid off and he/she shall receive the rate of pay provided for such work as per "Exhibit A".
  - d) An employee who is limited to light duty work by a written report of a medical doctor may be assigned to such light duty if work of such nature is available and if the performance thereof is then needed. An employee so assigned will receive the rate of pay applicable to the work he/she is performing.
4. An employee who has been transferred because of demotion, layoff, etc., to a job classification having a lower wage rate shall be reduced immediately to such lower rate.
5. An employee who has been promoted to a higher rated job shall begin receiving the rate of the job to which promoted when he/she has been promoted and begins work on the higher rated job.
6. When the plant is operating on more than one shift, such shifts will be designated as first or day shift, second or evening shift, and third or night shift. For all hours worked on a second shift by employees assigned to such shift, employees will be paid a shift differential per the schedule below and all hours worked on a third shift by employees assigned to such shift, employees will be paid a shift differential per the schedule below. All second and third shift employees will continue to draw their shift differential regardless of the shift worked, unless they change shifts for their personal convenience.

Effective on the following dates the shift differential will be adjusted to the following levels:

	6/1/14	6/1/18	6/1/19	6/1/20
2 <sup>nd</sup> Shift	\$0.33	\$0.34	\$0.35	\$0.36
3 <sup>rd</sup> Shift	\$0.37	\$0.38	\$0.39	\$0.40

**ARTICLE XII**  
**HOURS OF WORK**  
**OVERTIME REPORTING TIME AND CALL BACK TIME**

**1. Hours of Work**

- a) The work week shall start at 11:00 p.m. Sunday and shall continue until the same hour of the following Sunday. Normal work week shall be Monday through Friday. In the event there is more than a two shift operation, the Company and the Union will meet and mutually agree upon the hours of the third shift. In return, it is agreed that employees individually and collectively, will recognize the vital necessity of meeting customer demands, and will cooperate to meet the necessary overtime demands of the plant. It is further agreed that not to exceed thirty eight (38) weekend days a contract year. Advance posting of required weekend work shall be given not later than Thursday 3:00 p.m. of each week so designated. Otherwise weekend work, if any, will be on a voluntary basis. It is further agreed that no more than four (4) weeks in succession may be designated as required for weekend overtime without at least one (1) week intervening on which weekend overtime shall be voluntary. The Maintenance Department is excluded from the above weekend restriction, and shall be scheduled for weekend work as necessary. However, Maintenance employees will be allowed off at least every third weekend on a rotation basis.
- b) In the arrangement of day and night shifts and starting and stopping time, the Company will advise the Union and, when practicable, arrange the required work on a basis to satisfy as many of the employees as possible. It is understood, however, that final decision on the arrangement of shifts, hours of work, and starting and stopping time will be made by the Company with a view to the need for proper plant cooperation, maximum production, and the general business requirements of the Company.
- c) If an employee is no more than seven (7) minutes late after the start of the shift he/she will go to work with no loss of pay. If more than seven (7) minutes late after the start of the shift he/she will be docked fifteen (15) minutes for every quarter hour that he/she is late. Employee will go to work after clocking in.

**2. Shift Preference**

When more than one shift is operated in a job classification, seniority in classification will govern preference of shifts provided that:

- a) Shift changes will be allowed only when vacancies occur.
- b) Exceptions may be made for training purposes. However, a trainee when qualified will not fill a permanent job vacancy until other qualified employees assigned to the job classifications in question have exercised shift preference.

### 3. Overtime

- a) All hours worked in excess of eight (8) in one day shall be paid for at the rate of time and one-half (1/2). All hours worked in excess of forty (40) hours in a work week shall be paid for at the rate of time and one-half (1/2). Compensation will not be paid twice for the same hours worked.
- b) 1.) The Company's policy is to keep overtime to a minimum and all work assignments will be made so as to effectuate this policy to as great a degree as possible. It is understood and agreed that in no instance will overtime work be required when other qualified employees are available at straight time. Nothing herein shall be construed as a limitation on the company's right to require overtime work, provided it pays the employees therefore on the basis provided herein.
- Classified overtime will be assigned to those employees classified on the machine in the classification where the overtime need is required.
  - If the classified employee wish to find a replacement the employee will ask first within their classification on the shift that will cover said hours, second must ask employees on the machine specific on that shift, third the employee may use the Volunteer list posted in the plant and find a qualified replacement, fourth the employee may find any replacement not on the volunteer list and will communicate with their supervisor for approval.
  - When the employee finds a replacement approved by their Supervisor that employee is no longer obligated for overtime that day.
  - Failure to find a replacement the classified employee must work the required overtime, When classified overtime cannot be assigned in accordance with (b) above, it will be assigned to a qualified employee with least seniority.
  - Exclude Maintenance from Production OT.

Whenever possible, such employees will be notified before the end of their shift preceding the overtime to be worked, but in no event will the employee (including maintenance) be required to work over twelve (12) hours beginning with the starting time of their regular shift, unless their services are required to help repair major breakdown.

Employees will be required to work no more than (12) hours.

2.) For the purposes of this paragraph, when classified overtime is required to be scheduled due to long term vacancies (such as illness, FMLA leave, special assignment, etc.) the person who would normally be required to work this overtime will cover the vacancy for two (2) weeks. Should the overtime continue beyond two (2) weeks, the vacancy will be filled by seeking volunteers. If a volunteer is identified, he/she will be required to fill the vacancy for the next two week period (or less if the absent employee returns within this two week period). If this method is not successful, the lowest seniority employee other than the

employee filling the overtime the previous two (2) weeks, will take the overtime for the next two (2) week period. If the vacancy continues beyond this two (2) week period, the overtime will be assigned again to the employee who would normally be required to fill the overtime. If the vacancy continues beyond this two (2) week period, the following weeks will be filled by going to the next to the lowest seniority and alternate between the employee who would normally fill the vacancy and up the seniority line until the vacancy no longer exists.

In each new two (2) week period volunteers will be sought who are willing to take the next two (2) week period. This procedure does not eliminate the opportunity of the employee to secure a replacement in accordance with paragraph b) 1.) above.

Weeks	Overtime to be Filled by
1 & 2	Worker 1
3 & 4	Worker 2
5 & 6	Worker 1
7 & 8	Worker 3
9 & 10	Worker 1
11 & 12	Worker 4
13 & 14	Worker 1
15 & 16	Worker 5

In this example it is assumed that Worker 1 is the person who would normally fill the overtime. Worker 2 is the next junior employee, Worker 3 is the third employee in seniority and so on. If you exhaust the alternate fill-ins from the seniority lines, the sequence goes back to "Worker 2".

3.) Anticipated overtime to cover absences caused by Vacations and Leaves shall be prescheduled.

- c) It is understood and agreed that unclassified work shall not be considered as falling within the meaning of a job classification for the purpose of overtime assignment (excepting probationary and summer student employees who shall not be offered nor be eligible for unclassified overtime when other employees are available), with first choice being given to employees with the most seniority. When classified overtime cannot be assigned in accordance with (b) above, it will be assigned to a qualified employee with least seniority.
- d) The Company will, to the best of its ability, assign overtime work as fairly and equitably as possible in accordance with other provisions in this article. However nothing in this Agreement shall prevent the Company from assigning overtime work to any employee in an emergency nor will it obligate the Company to give all employees the same number of overtime hours
- e) Saturday and Sunday Overtime



When weekend overtime work is required, the needed classified work will be assigned to employees in order of machine seniority. Needed nonclassified weekend overtime will be assigned to the senior employees by plant seniority who are capable of performing the work. However, if eight (8) or more hours of work are needed on Saturday or Sunday, the Company may at its discretion choose to operate two shifts of equal length utilizing all employees if needed or the senior employees from each shift chosen as indicated above. When unclassified production work is scheduled for both Saturday and Sunday, an unclassified production worker must accept both days of scheduled overtime to be eligible to work.

- f) i.) Employees who have volunteered to work will only be considered for the voluntary days of operation. Job assignments shall be made by seniority in job classifications first and then by seniority on unclassified work. This provision only applies when the Company is operating one shift on any weekend day.

- ii.) When the Plant is operating on more than a one shift operation and overtime work is available, senior employees classified on the machine or operation involved will be notified prior to the ending or the beginning of their normal work shift, the overtime hours to be worked. Employees accepting the overtime work after their operating shift will continue to fulfill the accepted overtime hours and the employees accepting overtime hours prior to their normal operating shifts shall continue to fulfill their normal operating work shift. In no event will the production employee be required to work over twelve (12) hours. When working a three (3) shift operation and there are no volunteers available, junior (plant seniority) employees will be required to work no more than twelve (12) hours. This restriction does not apply to maintenance employees, but they must have at least eight (8) hours off between shifts.

#### 4. Premium Pay

- a) When employees have worked all straight time hours made available to them during the Monday through Friday work week, including hours paid for jury duty, funeral leave, holidays, vacation and Union business or lack of work, such employees will be paid time and one-half for all hours worked on Saturday and Sunday.

Employees assigned to plant start up on Sunday evening will not receive premium pay for one hour of early start.

- b) There shall be no pyramiding or duplication of overtime payments or hours used in computing overtime payments.

#### 5. Reporting Time

- a) Employees reporting for work on their regular shift shall be entitled to no less than four (4) hours pay unless a call is placed to the last number on record with the Company at least two (2) hours prior to the beginning of their regular shift, or notice is posted at the established Employee's entrance to the plant at least eighteen (18) hours before the start of such shift. The aforementioned provision shall not be applicable in the event of fire, storms, floods, tornadoes, major power

or fuel failures, or other causes beyond the Company's control. An employee who has been absent from work because of illness or other legitimate emergency reason or because of personal leave of absence for a period of more than one (1) day shall notify the Company no later than the day preceding his/her return to work of his/her intention to return on the designated day. Failure of the employee to give such notice of date of return will relieve the Company of the necessity to provide work or reporting pay on the day the employee returns.

**6. Call Back Time**

- a) An employee who is recalled for work after having completed a regular shift shall be guaranteed four (4) hours pay at his/her regular rate or one and one-half (1 1/2) times his/her regular rate for hours worked, whichever is greater. This provision shall not apply for early starts continuing on into the employees' regular shift or for holdovers at the end of their shift, or when an employee is asked to fill in for another employee on the other employees' shift.

**ARTICLE XIII**  
**HOLIDAYS**

1. The following days shall be recognized as holidays: THE DAY BEFORE NEW YEAR'S, NEW YEAR'S DAY, GOOD FRIDAY, MEMORIAL DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY, DAY AFTER THANKSGIVING, DAY BEFORE CHRISTMAS, CHRISTMAS DAY, PERSONAL HOLIDAY.
2. When a contractual holiday falls on Sunday, the following Monday will be designated as the holiday. When a contractual holiday falls on Saturday, the Friday before the holiday will be designated as the holiday. By mutual agreement, the Union Committee and the Company may change the calendar day on which a holiday is observed.
3. Employees who have completed their probationary period will be paid the amount equivalent to eight (8) times their regular classified hourly rate as holiday pay for such holidays; provided, however, that no holiday pay allowance shall be paid to an employee.
  - a) If the holiday occurs during period when the employee has been laid off and has not worked at least one of the five working days preceding or one of the five working days following such holiday.
  - b) If the employee is on leave of absence.
  - c) If the employee has not worked their last scheduled shift prior to such holiday and their first scheduled shift after such holiday unless as determined by the Company that their absence was justified. The sole exception is that up to one hour of lateness at the beginning of their shift on the day prior to and, up to one hour of lateness on the day following the holiday will not disqualify the employee from their holiday pay.

- d) If the employee has been absent from work for thirty (30) calendar days or longer as the result of a compensable accident.
4. Employees who work on any holiday in this Article will be paid 1 ½ times their regular rate of pay for hours worked in addition to the holiday allowance.
5. When a holiday occurs during a work week, Monday through Friday, and no work is performed on such holiday, it will be considered as a day worked for the purpose of computing overtime pay, - provided the employees have worked all other hours made available to them during the work week. It is agreed that there shall be no duplication or pyramiding of pay or hours of work in computing pay.
6. To Schedule a Personal Holiday:

An employee must notify their supervisor by noon Thursday of the preceding week of the day requested. When production permits such requests will be granted.

## **ARTICLE XIV**

### **VACATIONS**

1. All hourly rated employees who have been in the employ of the Company for one (1) or more years shall be entitled to a vacation with pay allowance subject to the following rules and regulations;
  - a) For employees with one (1) year but less than three (3) years continuous service – one (1) week.
  - b) For employees with three (3) years continuous service – two (2) weeks.
  - c) For employees with eight (8) years continuous service — three (3) weeks.
  - d) For employees with fifteen (15) years continuous service -- four (4) weeks.
  - e) For employees with twenty (20) years continuous service -- five (5) weeks.
2. Vacation Pay Allowance
  - a) For employees with one (1) year but less than three (3) years continuous service- -2½% of the employees' previous calendar years earnings.
  - b) For employees with three (3) years continuous service 41/2% of the employee's previous calendar years earnings.
  - c) For employees with eight (8) years continuous service 61/2% of the employee's previous calendar years earnings.
  - d) For employees with fifteen (15) years continuous service 81/2% of the employee's previous calendar years earnings.
  - e) For employees with twenty (20) years continuous service 101/2% of the employee's previous calendar years earnings.
  - f) Worker's Compensation and S&A will count towards the forty (40) hours of the employee's previous calendar year earnings.
  - g) An employee who works one thousand (1,000) hours in the preceding year will receive forty (40) hours pay or the percentage whichever is greater.

### 3. Time of Vacation

- a) All vacations must be taken at such times as not to interfere with the efficient scheduling of operations in the plant. Insofar as possible, employees with longer length of service will be given their preference as to the time of their vacations. The Company shall issue to each employee that is eligible for vacations, on December 1<sup>st</sup> of the previous year or the nearest that day, a form for filling out their desired time of vacation. This form must be returned by February 1st. A vacation schedule will then be posted on the basis of plant seniority. Any vacation form returned after February 1st by the employee, shall then be given the available time that remains unscheduled. Senior employees returning their request after the time allotment shall not have preference over the junior employee vacation schedule. As indicated above, if efficiency of plant operation will not permit an employee vacation at their requested time, preference will be given to senior employees. An eligible employee with two (2) weeks of vacation eligibility, upon a minimum of a 24 hour request, may split these two (2) weeks into single days. Any employee with three (3) or more weeks of vacation entitlement, upon a minimum of a 24 hour request, may split two (2) weeks of vacation into single days and a 3<sup>rd</sup> week into a split week as follows: 3+2; 2+3; 4+1; 1+4 if such are submitted and identified on the same request. (i.e. Two (2) consecutive days requested in one week and the other three (3) consecutive days requested in any another week during the calendar year.
4. Vacation periods shall extend from January 1 to December 31 of each year and vacations cannot be accumulated.
5. Change of vacation periods must receive approval of management.
6. Employees hired after 6/2/2011 will not be eligible for a fifth (5<sup>th</sup>) week of vacation.

### **ARTICLE XV** **FUNERAL LEAVE**

1. For the purpose of this article a member of the immediate family of an employee is defined as Mother, Father, Mother-in-Law, or Father-in-Law, Spouse, Brother, Sister, Brother-in-Law, Sister-in-Law, Son or Daughter, Grandchildren, Step Parents and Stepchildren of present marriage.
2. In the case of death of a member of the immediate family of employees who have completed their probationary period, the employee will be given up to three (3) days off with pay for time actually lost from work under the conditions hereinafter specified. In the case of death of Grandmother or Grandfather of employees who have completed their probationary period, the employees will be given three (3) days off with pay for time actually lost from work under the conditions hereinafter specified. In the case of death of employee's Spouse's Grandmother or Grandfather, if the employees have completed their probationary period, the employees will be given one (1) day off with pay for time actually lost from work under the conditions hereinafter specified.
  - a) The three (3) days referred to shall be consecutive working days and shall include the day of the funeral.

- b) No such funeral leave will be granted where the employee does not attend the funeral services of the deceased.
- c) Pay for such time lost shall be computed at the employee's regular hourly base rate for hours lost up to a maximum of eight (8) hours per day.

It is understood and agreed that this benefit is to pay eligible employees for time actually lost from work and an employee shall not be paid under this provision for any days that are paid holidays, or Saturdays and Sunday work, (except for janitors assigned to work such days) or paid vacation days, or for days on leave of absence, disciplinary layoff, work stoppage, layoff for lack of work, or for any other days that the employee was not actually scheduled to work.

In the event death occurs to any member of the immediate family as defined above, to be eligible for the benefits herein provided, proof of relationship and death must be furnished to the Company if and when requested.

## **ARTICLE XVI**

### **JURY DUTY**

1. An employee required by law to serve on a jury shall be excused from work for those hours in which he/she is required to be absent from work for such purposes, provided he/she produces satisfactory evidence in advance of the absence for such jury call. For each day that an employee actually serves on the jury and receives jury pay, the Company will make up the difference between the jury pay he/she receives and an amount equivalent to his/her regular straight time hourly rate for eight (8) hours. Before receiving such pay an employee must present an affidavit or other acceptable document showing the days he/she served on jury duty and the pay he/she received for such days. Such employee shall not be eligible for overtime pay unless he/she actually works Saturday or Sunday. When an employee is released from jury service he/she shall immediately call his/her supervisor for instructions on when he/she should report for work. An employee will not be eligible for jury pay under the following conditions:
  - a) When jury service falls on a holiday or any other day on which the employee was not scheduled to work.
  - b) When jury service occurs during an employee's vacation.
  - c) When jury service occurs at a time when the employee is laid off or on a leave of absence.
2. In no event will an employee be paid in excess of the wages he/she would have received at straight time because of such jury service.

## **ARTICLE XVII**

### **EMPLOYEE INSURANCE**

1. Per attached Exhibit – Insurance.

This shall not affect the rights of the Company to make administrative or carrier changes.

Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of layoff plus one month if the employee is laid off, assuming employee pays the applicable cost of the benefits (same rate as active employees).

Life Insurance and AD&D

Increases based upon a maximum of 100% of the weighted average base wage using the prior July 1 wage rates. (Master Agreement Formula)

\$30,500 effective 1/1/15  
+TBD effective 1/1/16 to TBD  
+TBD effective 1/1/17 to TBD  
+TBD effective 1/1/18 to TBD  
+TBD effective 1/1/19 to TBD  
+TBD effective 1/1/20 to TBD

Accident & Sickness

Increases based upon a maximum of 50% of the weighted average weekly base wage using the prior July 1 wage rates. (Master Agreement Formula)

\$365 effective 1/1/15  
+TBD effective 1/1/16 to TBD  
+TBD effective 1/1/17 to TBD  
+TBD effective 1/1/18 to TBD  
+TBD effective 1/1/19 to TBD  
+TBD effective 1/1/20 to TBD

**ARTICLE XVIII**

**PENSION PLAN**

The Company agrees to continue covering eligible employees under the Paper Industry Union- Management Pension Fund.

Effective June 1, 2008 said contribution shall be increased \$2.00 to a total benefit level of \$30.00 per month for each year of service.

Upon ratification, September 3, 2009, the Company will contribute in accordance with the terms and conditions of the Standard Form of Agreement for Participation in the Paper Industry Management Pension Fund. The amounts contributed shall be equivalent to the following amounts:

<u>Upon Ratification</u>	<u>6/1/10</u>
\$0.122 = \$0.8182	\$0.00 = \$0.8182

Contribution rates shall be paid in the amount as specified in the cost calculation for participation in the Paper Industry Union-Management Pension Fund dated April 18, 1984.

The Company agrees to participate in the PACE Industry Union – Management Pension Fund ("Fund") in accordance with the terms and provisions of the Fund's "Standard Form of Participation," attached hereto and made part hereof as Exhibit B to this Agreement, and the Fund's Rehabilitation Plan, as amended.

Per attached Exhibit Insurance.

#### **401(K) Plan**

See EXHIBIT – Insurance

Except for the Company's match percentage and maximum match amount, the Company reserves the right to amend the plan during the term of the contract.

### **ARTICLE XIX** **REST PERIODS**

Employees shall receive one ten (10) minute paid rest period during the first four hours of a shift and a ten (10) minute paid rest period during the second four hours of a shift. Employees are also allowed a twenty (20) minute break for lunch once per shift. If an employee is scheduled to work nine (9) hours or more, he/she shall receive an additional ten (10) minute paid rest period at the end of eight (8) hours. In addition, if an employee is scheduled for additional continued overtime work beyond ten (10) hours, an additional paid rest period of ten (10) minutes will be paid at the end of ten hours.

### **ARTICLE XX** **GRIEVANCES**

1. A grievance is defined as any dispute or misunderstanding between the Company and the Union, or employees covered by the Agreement, under the terms of this Agreement or as to the application or interpretation thereof. Any such grievance, as herein defined, may be taken up through the grievance procedure.
2. Should a grievance arise, there shall be no suspension or interruption of work, and diligent effort shall be made to settle such grievance as soon as possible after it has been presented. It is understood and agreed that in the time limits hereinafter prescribed for the initiation of the grievance begin when the grievance is discovered or could reasonably have been discovered.
3. A grievance shall be processed through the grievance procedure as hereinafter provided:
  - a) If an employee has a grievance, he/she shall take the matter up with his/her supervisor within forty-eight (48) hours of the occurrence, excluding Saturday, Sundays and holidays, unless the employee works on such day or days, and they shall make an effort to settle the grievance informally and personally. The Union Steward may be present if the employee so requests. If the grievance is not satisfactorily settled within forty-eight (48) hours after presentation to the supervisor, it shall be reduced to writing on a form provided for that purpose. Such written grievance shall state all the known facts claimed in support of such grievance, together with the provision(s) of the Agreement alleged to be involved

and shall be signed by the aggrieved employee(s). A copy of such written grievance shall be presented to the Union Steward and the employee's supervisor. The Steward and the Supervisor shall then make a diligent effort to settle the grievance.

- b) If the grievance has not been satisfactorily settled by the Steward and the Supervisor within five (5) days after it has been presented to them, it shall be referred to the Plant Manager or his/her designated representative and Union Vice President. The Plant Manager or his/her designated representative and the Union shall then make an effort to settle the grievance.
- c) If the grievance has not been satisfactorily settled within five (5) days by the Local Union Vice President and the Plant Manager or his/her designated representative, it will then be referred to the General Manager and the International Representative and the Grievance Committee of not more than three (3) members and the aggrieved employee.
- d) If the grievance has not been satisfactorily settled by the General Manager or his/her designated representative and the International Representative within seven (7) days from the time it is presented to them, such written grievance shall be considered as finally determined unless either party refers it to arbitration by written notification to the other party within thirty (30) days in the manner set forth in Article XXI, Arbitration.
- e) Time limits may be extended by mutual agreement. Requests for extensions will, insofar as is possible, be made in writing and answered in writing. Telephone requests, if granted, will be affirmed in writing.
- e) Concerning response time to grievance steps contained in Sections 3(a), 3(b), 3(c) and 3(d) should be uniform in its interpretation as working days not calendar days.

## **ARTICLE XXI**

### **ARBITRATION**

1. The party desiring to arbitrate a grievance shall notify the other in writing within thirty (30) days following the meeting specified in Paragraph 3(d) of Article XX, Grievances. Such notification shall set forth the known contentions and the provision of the contract alleged to have been violated, but shall not preclude either party from adding additional contentions and alleged contract violations at the time of arbitration.
2. When a grievance is appealed to arbitration, the parties shall endeavor to select an impartial arbitrator by mutual agreement. If this proves impossible, the parties shall request the Federal Mediation and Conciliation Service to submit a panel of qualified arbitrators who are members of the National Academy of Arbitrators from which a mutually acceptable arbitrator shall be selected by alternately striking a name from the list, the first striker to be determined by lot. The arbitrator's name remaining on the list shall be designated the impartial arbitrator.



3. The cost, fees, and expenses of such arbitrator shall be borne equally by the Company and the Union. Each party shall bear the expense of its own witnesses and counsel.
4. The jurisdiction and authority of the arbitrator shall be confined exclusively to the provision(s) of this Agreement which are at issue between the parties. He/she shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or to establish or alter any wage rate or wage structure. In cases involving discharge the arbitrator may, if he/she finds an employee has been unjustly discharged, order the reinstatement of such employee with such seniority rights and back pay allowances as he/she deems appropriate under all the facts, provided it is consistent with the other provisions of this Article and this Agreement.
5. The arbitrator's decision shall be submitted in writing and shall be final and binding on the Union, the Company, and the employee(s) involved, provided it complies with the provisions of this Article.
6. It is agreed that no more than two (2) grievances of similar nature will be arbitrated by the same arbitrator at the same time.

#### **ARTICLE XXII** **SETTLEMENT OF CLAIMS**

It is agreed by the Company and the Union that this contract constitutes a full and complete understanding except as may be evident by written and signed interpretive guides of the present contract language. Any and all other prior agreements or understandings will have no force or effect and are hereby ended, set aside, and canceled.

#### **ARTICLE XXIII** **AMENDMENTS TO AGREEMENT**

1. No amendments, changes or modifications, except as otherwise provided for in this Agreement shall be made except by an instrument in writing duly signed by the parties hereto.
2. During the negotiations preceding this contract, each party had full opportunity to bargain on all lawful subjects. This Agreement, as written, expresses the entire contract between the parties and during the life of this Agreement or any extensions thereof, neither party shall have the unilateral right to require the other to enter into any negotiations or to entertain any demands on any subject whether or not expressly referred to in this Agreement except by mutual agreement.

#### **ARTICLE XXIV** **PROVISIONS IN CONTRAVENTION OF LAW**

If any Article or Provision of this Agreement is in contravention of the laws of the United States, the State of Missouri or any legal rules promulgated in connection with such laws, such Article or Provisions shall be of no force and effect, but all other Article or Provisions of this Agreement shall continue in full force and effect.

**ARTICLE XXV**  
**MILITARY SERVICE**

The Company and the Union will comply with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA) with respect to all employees coming within the terms and provisions thereof.

**ARTICLE XXVI**  
**CHANGE OR MODIFICATION OF AGREEMENT**

1. This Agreement shall be in effect as of June 1, 2015 and shall remain in effect through June 1, 2021, and from year to year thereafter unless terminated in accordance with the provisions of Article XXVII, Termination of Agreement, following.

2. If either party shall desire to change any provisions of the Agreement, it shall give written notice of such desire to the other party at least sixty (60) days in advance of termination date. This notice, when given, shall insofar as possible specify any change or amendments that the party giving such notice shall desire to make to the Agreement.

3. The giving of such notice provided in Subsection 2 above shall constitute an obligation upon both parties to negotiate in good faith all questions at issue with the intent of reaching written agreement prior to the anniversary date.

4. If the parties have not reached agreement on or before the anniversary date, all the provisions of the Agreement shall remain in effect unless specifically terminated in accordance with the provisions of Article XXVII, Termination of Agreement.

**ARTICLE XXVII**  
**TERMINATION OF AGREEMENT**

At any time after the termination date, if notice has been given in accordance with Article XXVI, Change or Modification of Agreement, and if no agreement on the question at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in thirty (30) days. All the provisions of Agreement shall remain in force and effect until the specified time has elapsed. During this period attempts to reach an agreement shall be continued.

**ARTICLE XXVIII**  
**MISCELLANEOUS**

**DIE MOUNTER**

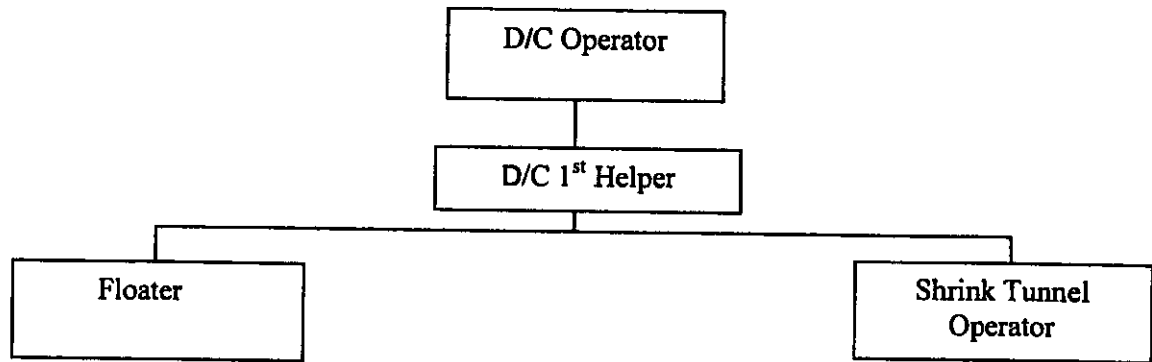
A progressive rate structure for this job classification will increase the Die Mounter's hourly rate contingent upon time service for this classification.

The Die Mounter's classification will change automatically in the following manner:

The apprentice die mounter will be advanced to the die mounter rate and classification when the full responsibilities are assumed.

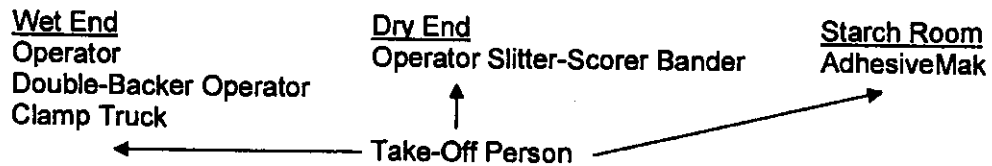
As an employee progresses from one grade to the next within the Ink and Die Service Classification, only the Apprentice Die Mounter grade will be considered as a bid job.

Add new Die Cut Department Line of Progression. This new line of progression is further modified by a Memorandum of Agreement concerning grandfathering employees who are presently assigned to the Shrink Tunnel classification. (attached)



**CORRUGATOR**

Line of progression on Corrugator:



**NOTE:**  
Take Off persons will move into each line of progression with most senior having first choice.

**LEAD PERSONS**

- A.) A working lead person is an employee who works in their Classification while taking charge of a group.
- B.) An employee transferred to a position with the employer outside the bargaining unit, shall retain his/her length of service for a period of up to 1040 cumulative hours per contract year. After 1040 cumulative hours per contract year, the employee shall lose rights to their previously held position. They will have the opportunity to fill an entry level position or bid on any open job. If an employee should return to the bargaining unit within the 1040 cumulative hours, he/she will be allowed to return to their previous position.

C.) A production lead person will be chosen by the Company Management and shall receive \$.50 per hour over his/her base rate.

D.) A Maintenance lead person will be chosen by Company Management and will receive \$.86 an hour over his/her base rate.

#### MAINTENANCE

A.) A.) Maintenance Department employees will be required to progress through the education requirement steps (Apprentice, Journey Person and Maintenance Tech) at a rate of 1 step for up to 2 years each. Employees that do not progress to the next step within 2 years will be removed from the maintenance department.

- Techs will have up to 2 years as a Helper to complete the requirements to be considered an Apprentice.
- Techs will have up to 2 years as an Apprentice to complete the requirements to be considered a Journey Person.
- Techs will have up to 2 years a Journey Person to complete the requirements to be considered a Maintenance Tech.

B.) Time spent in approved training classes will be paid at straight time for hours spent in classes taken for the first time. An employee who must repeat a course will only have tuition paid.

C.) Tool Allowance – The Company will pay the current Maintenance Mechanics a one time amount of \$150.00 subject to normal withholding. This payment will be made within 30 days of ratification of the labor agreement.

#### SUBSTANCE ABUSE POLICY

The Substance Abuse Policy previously provided the Union dated 1/1/15 shall by reference, become part of this Agreement.

**EXHIBIT "A"**

**Jobs in Line of Progression**

<b>JOB TITLE</b>	<b>6/1/2014</b>	<b>6/1/2015</b> <b>2%</b>	<b>6/1/2016</b> <b>2%</b>	<b>6/1/2017</b> <b>2%</b>	<b>6/1/2018</b> <b>2.5%</b>	<b>6/1/2019</b> <b>2.5%</b>	<b>6/1/2020</b> <b>2%</b>
Die Mounter	\$20.66	\$21.07	\$21.49	\$21.92	\$22.47	\$23.03	\$23.50
Die Mounter Apprentice	\$19.25	\$19.64	\$20.03	\$20.43	\$20.94	\$21.46	\$21.89
D/C Operator	\$19.70	\$20.09	\$20.50	\$20.91	\$21.43	\$21.96	\$22.40
D/C 1st Helper	\$18.28	\$18.65	\$19.02	\$19.40	\$19.88	\$20.38	\$20.79
Floater	\$17.72	\$18.07	\$18.44	\$18.80	\$19.27	\$19.76	\$20.15
Shrink Tunnel Operator	\$17.72	\$18.07	\$18.44	\$18.80	\$19.27	\$19.76	\$20.15
<b><u>Corrugator-Wet End</u></b>							
Operator	\$20.81	\$21.23	\$21.65	\$22.08	\$22.64	\$23.20	\$23.67
Doublebacker Operator	\$20.44	\$20.85	\$21.27	\$21.69	\$22.23	\$22.79	\$23.24
<b><u>Corrugator – Dry End</u></b>							
Slit Score Bander Operator	\$20.81	\$21.23	\$21.65	\$22.08	\$22.64	\$23.20	\$23.67
Take-Off Person	\$17.96	\$18.32	\$18.69	\$19.06	\$19.54	\$20.02	\$20.42
<b><u>Corrugator – Other</u></b>							
Clamp Truck Driver	\$18.85	\$19.23	\$19.61	\$20.00	\$20.50	\$21.02	\$21.44
Adhesive Maker	\$19.12	\$19.50	\$19.89	\$20.29	\$20.80	\$21.32	\$21.74
Take-Off Person	\$17.96	\$18.32	\$18.69	\$19.06	\$19.54	\$20.02	\$20.42

**Non Line of Progression Jobs**

<b>JOB TITLE</b>	<b>6/1/2014</b>	<b>6/1/2015</b> <b>2%</b>	<b>6/1/2016</b> <b>2%</b>	<b>6/1/2017</b> <b>2%</b>	<b>6/1/2018</b> <b>2.5%</b>	<b>6/1/2019</b> <b>2.5%</b>	<b>6/1/2020</b> <b>2%</b>
Cutting Die Technician	\$19.38	\$19.77	\$20.16	\$20.57	\$21.08	\$21.61	\$22.04
Unitizer Operator	\$18.60	\$18.97	\$19.35	\$19.74	\$20.23	\$20.74	\$21.15
Baler	\$17.18	\$17.52	\$17.87	\$18.23	\$18.69	\$19.15	\$19.54
Janitor	\$17.12	\$17.46	\$17.81	\$18.17	\$18.62	\$19.09	\$19.47
General Helper	\$17.06	\$17.40	\$17.75	\$18.10	\$18.56	\$19.02	\$19.40
<b><u>Shipping</u></b>							
Shipping Fork Lift	\$18.85	\$19.23	\$19.61	\$20.00	\$20.50	\$21.02	\$21.44
Shipper F/L & Trailer Spotter	\$19.41	\$19.80	\$20.19	\$20.60	\$21.11	\$21.64	\$22.07
<b><u>Maintenance</u></b>							
Electromechanical Maintenance Tech	\$28.00	\$28.56	\$29.13	\$29.71	\$30.46	\$31.22	\$31.84
Maintenance Technician	\$23.82	\$24.30	\$24.78	\$25.28	\$25.91	\$26.56	\$27.09
Journeyman	\$23.05	\$23.51	\$23.98	\$24.46	\$25.07	\$25.70	\$26.21
Apprentice	\$21.84	\$22.28	\$22.72	\$23.18	\$23.76	\$24.35	\$24.84
Helper	\$20.56	\$20.97	\$21.39	\$21.82	\$22.36	\$22.92	\$23.38

<b>PREMIUM PAY (PER HOUR)</b>							
<b>2ND SHIFT</b>	\$0.33	\$0.33	\$0.33	\$0.33	\$0.34	\$0.35	\$0.36
<b>3RD SHIFT</b>	\$0.37	\$0.37	\$0.37	\$0.37	\$0.38	\$0.39	\$0.40

<b>Safety Shoes</b>	\$95.00	\$110.00	\$115.00	\$125.00	\$125.00	\$135.00	\$135.00
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<b>Safety Glasses</b>	100% prescription lens every calendar year period (unless new prescription or breakage). From \$9 Safety Frames to \$50 Safety Frames every other calendar year effective 6/1/15.
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## **EXHIBIT "B"**

### **EXHIBIT – Insurance**

The following Benefit Provisions, derived from the USW Master Agreement, will replace Article XVII – Employee Insurance and Article XVIII – Pension Plan. These provisions were implemented January 1, 2015.

- 1. Health and Welfare:** The Union has agreed to the Company's Consumer Choice Plan – U ("CCP-U Plan") for all employees effective 1-1-15. The employee contribution for healthcare coverage will be 17.5% effective 1-1-15 at all USW locations, 18.5% in 2016, 19.5% in 2017 and 20% in 2018 and 2019, subject to the following reopener. The employee contribution for years 2018 and 2019 will be capped at 20%, however if the trend at renewal for 2018 (determined the summer of 2017) or 2019 (determined the summer of 2018) exceeds 6.5% in either year the parties agree to modify the plan so that the employer contribution does not exceed 80% of the Company's salaried and nonunion hourly standard CCP Plan and allows the Union's contribution to not exceed 20% of the CCP-U Plan. The annual deductible in the CCP-U Plan shall be the minimum required each year by the IRS for the plan to be eligible for Health Savings Accounts. For employees enrolled in the CCP-U Plan on 1-1-15, the health savings account will be "seeded" with a one-time \$650 for single tier enrollment and \$1,300 for other tier enrollments to assist in the transition from the PPO. Effective 1-1-15, the Company's annual health savings account contribution shall be the higher of (1) \$500/\$1,000 or (2) 38% of the deductible. Company contributions to the health savings account are generally available by mid-January. The Company contribution is pro-rated for employees enrolling in CCP-U Plan during the calendar year. Generic preventive drugs (as determined by the Pharmacy Benefit Manager and in accordance with the health savings account regulations) will not be subject to the deductible if purchased in-network. If an employee is not eligible for a health savings account (i.e. the employee is also covered by any other health plan that is not a high deductible plan, or they are age 65 and covered by Social Security and Medicare Part A Benefits), then the annual contribution will be deposited into a health reimbursement arrangement which will roll over from year to year but is not portable upon termination. Otherwise, an employee must open a Health Savings Account at the bank arranged for by the Company in order to be eligible for Company contributions.

The same Wellness Program that currently exists for salaried/nonunion locations will be implemented effective September 16, 2015. Beginning January 1, 2016, in connection with the Wellness Program, then existing employee contributions to the CCP-U plan will increase by \$600 annually (or the amount of the annual wellness incentive which shall not exceed \$1,000 during the course of the contract and would only be changed if changed for the Company's standard program as well). Effective 10-1-15 employees who are not in the Company health insurance plan will be incented with an opportunity to earn \$150 per year through wellness participation. Effective 1-1-15 spouse surcharge will be changed to \$90 per month at all locations.

Increase spouse surcharge by \$10 on January 1, 2017. The Company and the Union have agreed that under no circumstances will the Company be placed in a position that would require payment of excise taxes, or a similar fee or penalty, under the Affordable Care Act provisions and the parties agree to implement changes necessary to

ensure that such cost is not triggered. If provisions of the Affordable Care Act are amended or repealed, the Company shall have the right to modify the benefit plan design and costs to enable the Company to obtain the benefit of, or to comply with, such changes.

2. **Dental Insurance:** Traditional and Traditional Plus plans will be implemented for all employees (Traditional Plus plan design changes 1-1-15 to amend the coinsurance for major services to 80%), with both options effective 1-1-15. The benefit levels can be adjusted annually as long as the adjustments are identical to salaried/non-union plans. For plants with less than 50% cost sharing, effective 1-1-15 the Company will pay 60% of the premium for the Traditional Plan to either option and on 1-1-16 the company will pay for 50% of the premium for the Traditional Plan to either option. All other locations shall retain the 50% cost sharing (i. e. Company pays 50% of the Traditional Plan premium to either option).

**Miscellaneous Health and Welfare itemized below effective 1-1-15:**

- The period for benefit eligibility for health and welfare benefits shall be no less than two months.
- All locations shall be eligible for the standard Company Vision, EAP, Voluntary Life, and Flexible Spending Accounts. If an employee is disabled they shall be able to continue medical, dental, life and vision for remainder of month disability begins plus 12 months at active employee rates.
- Payments for benefit continuation for any reason will be per Company administrative procedures and subject to change.
- Permit employees to convert or port their basic life insurance coverage to an individual policy via application to the insurance company and paying the costs, provided the carrier provides conversion and/or portability. Otherwise, the benefit ends the end of the month active employment concludes unless otherwise extended per provisions above.

**PIUMPF:** The Company shall have the right to withdraw from PIUMPF, provided that it establishes a future service benefit equal to the PIUMPF multiplier upon withdrawal from the PIUMPF if the PIUMPF accrued benefits are maintained in the PIUMPF plan. Additionally, only upon withdrawal from the PIUMPF, but only if such withdrawal occurs before 12-31-19, where the accrued benefits are maintained in the PIUMPF plan, the Company agrees to accrue a benefit in a WestRock sponsored pension plan equal to \$1.50 on past and future service if the withdrawal is between 1-1-15 and 12-31-16 (with an additional \$1.50 increase 1-1-17) or \$3.00 if the withdrawal is after 12-31-16. The "New Plan" shall count any PIUMPF service for vesting. **Note: Should the withdrawal from the PIUMPF plan include a transfer**



***of the liabilities of the active employees, a different proposal will be made with respect to past and future service benefits for employees currently in PIUMPF.***

**401K:** Former SSCC plants that have an annual cap on match shall change their match to 50% match on the first 6% of regular pay contributed effective 1-1-15 with no match cap other than those required by the regulations. Matching will occur on up to forty (40) hours of regular pay per week. Effective 1-1-15 new hires will be eligible for participation and match in 401K plan upon completion of ninety (90) day eligibility waiting period.

- 3. Short Term Disability Insurance:** Increase weekly STD by \$10 per year to a maximum of 50% of the average of the location's base weekly wage, effective 1-1-15 and each January 1 during the Agreement. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Locations with a benefit higher than the calculated amount will not be reduced.
- 4. Life Insurance and AD & D:** Increase the life insurance policy amount by \$1,000 a year to a maximum of 100% of the location's annual base wage, effective 1-1-15 and each January 1 during the Agreement. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Locations with a benefit higher than the calculated amount will not be reduced.
- 5. Severance:** The Company's formula for severance will be one week for each year of service up to twenty weeks maximum, with unemployment offset, for all locations covered by this Agreement, effective 1-1-15.

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