

LABOR  
AGREEMENT

BETWEEN

Rock-Tenn Services, Inc.  
SPRINGFIELD, MA

and

THE INTERNATIONAL UNION OF ELECTRONIC,  
ELECTRICAL, SALARIED,  
MACHINE & FURNITURE WORKERS, AFL-  
CIO/COMMUNICATIONS WORKERS  
OF AMERICA  
&  
LOCAL 81288

Effective

July 23, 2014 thru July 22, 2018

## Table of Contents

Article Title	Page
Agreement.....	3
I. General Purpose of Agreement & Definitions.....	3
II. Union Recognition.....	3
III. Union Security .....	4
IV. Dues Check-off.....	4
V. Management .....	5
VI. Discipline.....	5
VII. Anti-Discrimination.....	6
VIII. Hours and Overtime.....	6
IX. Wages and Shift Premium Pay .....	8
X. Holidays.....	9
XI. Vacations .....	10
XII. Grievance Procedure.....	11
XIII. Arbitration.....	12
XIV. Probationary Period .....	12
XV. Seniority.....	13
XVI. Rest Periods .....	16
XVII. Bereavement .....	16
XVIII. Leave of Absence .....	17
XIX. Occupational Injury .....	17
XX. Health and Safety.....	18
XXI. Insurance.....	18
XXII. Supervisors .....	20
XXIII. Bulletin Boards.....	21
XXIV. Military Service .....	21
XXV. No Strike-No Lockout .....	21
XXVI. Training Pay.....	21
XXVII. Pension Plan.....	22
XXVIII. Jury Duty .....	22
XXIX. Printing Contract.....	22
XXX. Duration .....	22
XXXI. Leadperson.....	23
JURAT.....	24
Exhibit "A" (Minimum Job Rates) .....	25
Exhibit "B" (Authorization for Due Deduction).....	26
Exhibit "C" (Pension Memorandum).....	27
Exhibit "D" (Vol. & Man. Saturdays).....	29
Exhibit "E" (C.O.P.E.).....	29
Exhibit "F" (Attendance Policy) .....	30
Exhibit "G" (Substance Abuse Policy).....	32

## **Agreement**

This Agreement made and entered into this 23rd day of July, 2014, effective July 23, 2014 by and between Rock-Tenn Services, Inc., a Delaware Corporation, having a place of business at Springfield, MA, hereinafter referred to as the COMPANY, and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, Communication Workers of America, AFL-CIO, for itself and on behalf of its Local 81288 affiliated with the AFL-CIO, hereinafter referred to as the UNION.

### **Article I**

#### **General Purpose of Agreement and Definitions**

- A. The general purpose of this Agreement is in the mutual interest of the Employer and the Employees to provide for the operation of the plant abovementioned under methods which will further to the fullest extent possible, the safety of the Employees, economy of operation, quality and quantity of output, cleanliness of the plant and protection of property. It is recognized by this Agreement to be the duty of the Employer and the Employees to co-operate fully, individually and collectively, for the advancement of said conditions.
- B. Definitions
  - a. Employee: Wherever used in this Agreement the terms "Employee" and/or "Regular Employee" shall refer only to those Employees who are covered by this Collective Bargaining Agreement e.g. COVERED WORKER, who are engaged in any of the job classifications for which wage rates are provided in Exhibit "A" attached hereto and incorporated herein by reference.
  - b. Company: Wherever the terms "Company" or "Employer" are used in this Agreement they shall refer only to Rock-Tenn Services, Inc. e.g.: the COVERED EMPLOYER.

### **Article II**

#### **Union Recognition**

- 1. The Company recognizes the Union as the exclusive Collective Bargaining Representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all Regular employees of the Company's Plants at 320 Parker Street, Springfield, MA, 78 Verge Street, Springfield, MA, who are engaged in any of the job classifications for which wage rates are provided in Exhibit "A" attached hereto and by reference hereby made a part of this Agreement.
- 2. Wherever in this Contract the term "Employee" or "Regular Employee" is mentioned it shall refer to a full time Employee who works on a scheduled shift from Monday to Friday under the work week scheduled as provided in Article VIII herein,

### **Article III**

#### **Union Security**

1. The Employer may hire from any source. It shall be a condition of employment that all Regular Employees of the Employer who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing; any Regular Employee employed by the Employer who, on the effective date of this Agreement, has not completed his/her probationary period, shall on his/her 60<sup>th</sup> calendar day and the probationary period may be extended another 30 calendar days by mutual written consent of the parties, become and remain a member in good standing of the Union; any Regular Employee hired on or after the effective date of this Agreement shall, on the 60<sup>th</sup> calendar days and the probationary period may be extended another 30 calendar by mutual written consent of the parties, become and remain a member in good standing of the Union.
2. Only Employees hired on a full time basis shall be required to become members of the Union no sooner than the 60<sup>th</sup> calendar day and the probationary period may be extended another 30 calendar days by mutual written consent of the parties for the Company in accordance with Article XIV.
3. The Union agrees that it will not accept any new member into the Union until said Employee has met the requirements of Article XIV.
4. The Employer shall notify the Union of all new hires. The Employer shall permit a Union representative to meet with each new employee during working time shortly before his/her 60<sup>th</sup> day for a reasonable period of orientation to the Union.
5. The Employer shall not discriminate in any way against an Employee because of membership in a Union, or lack of membership in a Union or a bonafide activity on behalf of the Union; however, there shall be no Union business conducted in the Plant during working hours except by agreement of, or permission from, the Company. The above is not to be construed in any way to conflict with the steps of the grievance procedure.
6. The Employer will give the Union notice of the hiring rate and job classification of all such Employees hired from outside sources upon the hiring of such Employees the previous month. Any change of Employee wage rate, job classification, or other Employee status will be immediately reported to the Union in writing at the weekly shop meeting. The Union will be furnished an up-to-date seniority list, including rates of pay and job classifications, every three (3) months.

### **Article IV**

#### **Dues Check-Off**

1. The Company agrees that for the duration of the Agreement and for the convenience of the Union and its Members at the written request of the Employees who sign a form designated as "AUTHORIZATION FOR DUES CHECK-OFF" in conformity with Exhibit "B" attached hereto, it will make deductions of regular current weekly Union and Initiation Fees.

2. All Dues and Initiation Fees including International Union per capita collected on behalf of the Union from Employees' wages as provided in Paragraph 1 of this Article shall be paid to the International union on or about the 20<sup>th</sup> day of the month following the month in which the deductions were made together with a list showing the names of the Employees from whose pay deductions were made and the amount of each deduction. A copy of this list will also be sent to the Secretary-Treasurer of the Local Union at the same time.

## **Article V**

### **Management**

The Management of the Company and the direction of the working forces, the establishment of plant operations, the promotion of Employees, the right to hire and the right to relieve Employees from duty because of lack of work or other just cause are vested exclusively in the Company, provided, however, that none of such rights shall be exercised by the Company in violation of any specific provision of the Agreement or for the purpose of discrimination against any Employee because of lawful activities on behalf of the Union. It is further agreed that Management shall have the right to hire part time or temporary employees to cover vacations, absences and operations which do not run on a regular full time basis.

## **Article VI**

### **Discipline**

1. It is the spirit, philosophy and intent of this Discipline Article to achieve the following goals:
  - a. To have as little effect or impact as possible on the majority of Company Employees who have demonstrated little or no need for discipline;
  - b. To immediately discharge those Employees who commit such serious offenses as are described below in Section 3.
  - c. To administer, as required, the amount of discipline needed to correct Employees who commit offenses which do not warrant immediate discharge.
  - d. To act quickly to remove from employment those Employees who demonstrate, by repeated lesser offenses of any nature, their unwillingness or inability to live by the work rules necessary for the safe and efficient operation of this Plant. Such Employees have demonstrated that discipline has not deterred their conduct.
2. The Company shall have the right to discharge or otherwise discipline non-probationary Employees for just cause.
3. It is generally recognized that there are certain serious offenses which are just cause for immediate discharge. These include, but are not limited to, such offenses as dishonesty, theft or attempted theft of Company or employee property, physical violence, or threat of physical violence, against employees or supervisors, or deliberate damage to Company or employee property or equipment, or Company product.
4. For offenses which do not warrant immediate discharge, there shall be a system of discipline which shall take into account (1) the work history of the Employee involved, (b) the

disciplinary history of the Employee involved, (c) the nature of the particular offense involved, (d) the length of time since the last discipline, and (e) the evidence of the Employee's ability or inability to correct those deficiencies which had resulted in prior discipline. This system shall include warnings (verbal and written), probation, disqualification, suspensions (except for attendance problems) and ultimately, discharge. If, after disciplinary correction has been administered, the Employee receives no discipline for nine (9) months all prior discipline will be considered void and will not be used as precedent for any future discipline.

5. This discipline system is not a ladder, calendared system in which a particular type of discipline must be imposed before a next level can be imposed. In each circumstance the discipline will be appropriate to the Employee and the offense after considering the factors (a) through (e) in Section 4, above. The Attendance Policy is excluded from the above provisions.
6. It is agreed that copies of all written discipline will be provided to the Union
7. In order to allow a job to be considered vacant and to be posted for bidding, when an Employee fails to report for work for three (3) work days without notice he/she shall be considered a voluntary quit.

## **Article VII**

### **Anti-Discrimination**

The Company and the Union agree that in hiring, promotions, assignment of jobs or with respect to any other term or condition of employment or Union membership, neither will discriminate against any Employee covered by this Agreement because of Union Membership or activity, or lack of Union Membership or activity, age sex, race, creed, color, martial status, sexual orientation or national origin.

## **Article VIII**

### **Hours and Overtime**

1. Monday to Friday, both inclusive, shall constitute the normal work week. Eight (8) hours, exclusive of the lunch period in any one day shall constitute a normal day's work and forty (40) hours, exclusive of lunch periods, in any one week shall constitute the normal work week. This schedule shall not, however, be deemed a guaranty by the Company that forty (40) or any number of hours of work will be available nor prevent the Company from scheduling daily or weekly overtime. The Company shall have the right to determine the length of lunch period for the Employees.
2. All overtime work by an Employee shall be paid for according to the following schedule:
  - a. One and one-half (1-1/2) times the regular rates:
    - 1) for all work performed in excess of eight (8) hours in any one (1) work day.
    - 2) for all work performed in excess of forty (40) hours in any one (1) work week.

- 3) Saturdays worked will be paid at time and one half provided the employee has worked the entire scheduled shift during the week. Paid days off (pursuant to the appropriate contract language) and contractually recognized days off (union business, bereavement, jury duty, holidays, and vacation days) will be counted toward the forty (40) hours worked in any one work week.
  - 4) all hours worked on holidays will be paid at time and one half.
  - 5) for all work performed by an individual on his/her birthday.
3. Overtime paid for on a daily basis shall not be duplicated on a weekly basis. There is to be no duplication or pyramiding of overtime for premium rates of pay and, when the particular work falls within two or more overtime or other premium classifications, either under this Agreement or as a matter of law, only the highest applicable single overtime or other premium rate shall be paid, the only exception being the night shift premium for in addition to any applicable overtime or other premium pay.
  4. No Employee who is required by the Company to work hours outside of his/her regularly scheduled shift shall be requested to take time out of his/her regular hours to offset such hours.
  5. Employees may be required to work overtime, if asked, during any period Monday – Sunday, to a maximum of 55 hours.
    - A. For the purposes of calculating the maximum weekly hours holidays recognized in Article X of this Agreement shall count as eight (8) hours worked.
    - B. No employee will be required (but may volunteer) to work more than twelve (12) hours in any one (1) work shift. However, in case of emergency the Company may require necessary additional hours during such period. There will be notice to and discussions with the Union before emergency overtime is required.
    - C. Employees will be given as much notice as possible. Notice of Saturday overtime will be given beginning 1:30 p.m. Thursday.
    - D. No employee will be required (but may volunteer) to work Saturday overtime every second Saturday (according to Exhibit “D” attached) unless overtime is needed on those days due to an emergency (for purposes of this sentence only, an emergency shall be defined as an act of God, major machine breakdown, or fire). Overtime within the bounds of the hours listed above, may be required on the intervening Saturdays. If required, there will be weekly meetings with the Union to review any problems with the implementation of this provision.
    - E. If an employee who has a bona fide reason desires a Saturday off which is not otherwise a voluntary Saturday, he/she may request that specific day not less than two (2) weeks prior and such a request will not unreasonably be denied.
  6. As voluntary overtime becomes available, the Company will offer it to the most senior Employee (by plant seniority) in the classification in which it has arisen. If the overtime obligation is not filled from that group, the Company will then offer it to the most senior

Employee (by plant seniority) in the department who is qualified to perform the work. In either case, if the most senior eligible Employee declines the overtime, the Company will offer it to the next most senior and so on. If the overtime obligation cannot be filled from either of the two groups above, the Company may fill it by requiring the least senior qualified person in the classification to perform the work.

## **Article IX**

### **Wages and Shift Premium Pay**

1. The minimum wage rate for all Employees shall be no less than the Federal Minimum Wage.
2. Wage Increases:
  - a. A \$1500 Ratification bonus will be paid to all Employees in the bargaining unit (full time) within 30 days of ratification, excluding probationary employees. The \$1500 Ratification bonus is subject to normal withholding deductions and excluded from all wage and overtime calculations for all purposes, including Wage & Hour Law purposes.
  - b. Effective July 20, 2015, a 2.00% wage increase shall be granted all Employees in the bargaining unit (full time).
  - c. Effective July 25, 2016, a 2.00% wage increase shall be granted all Employees in the Bargaining unit (full time).
  - d. Effective July 24, 2017, a 2.00% wage increase shall be granted all Employees in the Bargaining unit (full time).
3. During the term of this Agreement there shall be no change in the method of the payment of wages of any Employee covered by this Agreement unless mutually agreed upon between the Company and the Union, provided, however, that the Company may at any time increase the rate of pay of any said Employee or Employees and will notify the Union accordingly.
4. An Employee who reports for work at his/her regular starting time on his/her regular shift and who has not been notified prior to the end of the preceding work day and for whom work is not available shall be provided with four (4) hours of work or pay for four (4) hours at his/her regular rate of pay. This paragraph shall not apply in cases where the failure of the Company to have work available to an Employee on his/her regular job is due to a strike, power failure, hurricane, flood or tornado or to any cause beyond the control of the Company.
5. During such time as an Employee is being trained for a new job he/she shall be paid the wage rate in accordance with the job classification which he/she then holds. After he/she takes over the job for which he/she was being trained, he/she will be paid not less than the minimum wage rate applicable to the new job in accordance with Exhibit "A" herein, or his/her present rate, whichever is greater. However, an Employee who successfully bids to, and completes training on, a lower rated job shall be paid the rate for the job to which he/she has bid.
6. In the event that the Company should at any time during the term of this Agreement schedule a full eight (8) hour second shift and/or a full (8) hour third shift, the Company will pay a second shift premium of 30 cents per hour in the first year and a third shift premium of 33



cents per hour in the first year for work performed on said shifts. The shift premiums will continue in each year of the Agreement and increase by one cent (\$0.01) as follows:

	Year 1	Year 2	Year 3	Year 4
2 <sup>nd</sup>	\$.31	\$.32	\$.33	\$.34
3 <sup>rd</sup>	\$.34	\$.35	\$.36	\$.37

## Article X

### Holidays

A. The following days shall be considered paid holidays:

Day before New	Year's Day Veteran's Day
New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
Labor Day	

B. Employees will be paid on the basis of eight (8) hours of normal rate for each of the eleven (11) holidays in Paragraph A. To be eligible for holiday pay, an Employee must work all of his or her scheduled hours on the scheduled day before and the scheduled day after the holiday, unless the failure to do so was due to any of the following reasons:

1. Employee was on his/her authorized vacation.
2. Employees on leave of absence for workers' compensation will be eligible for a maximum of six (6) paid holidays during such leave.
3. Failure to work on either or both days was caused by the decision of the Employer.
4. Failure to work was due to illness certified by a doctor's certificate.
5. Failure to work on either or both days was because of absence excused by the Employer.

C. In the event of legitimate excuses, an individual case may be taken up with the Employer and decided solely at the Employer's discretion.

D. In the event that one of the above-named holidays comes within the vacation period, eight (8) hours normal time and rate shall be paid to Employees who qualify for vacations in addition to their vacation pay. That employee has the option to have either holiday pay included with vacation check, or have the option to have the holiday off with pay.

E. An Employee will receive a personal day off from work on his/her birthday and will be paid on the basis of eight (8) hours of normal rate for that day subject to conditions stated in Letter B above. The eligible employee may take this birthday holiday within five (5) working days of his/her actual birthday; however, he/she must give the Company not less than five (5) working days' notice of the date upon which he/she shall be taking the personal day off. The

eligible employee may take this birthday holiday at the employee's discretion as long as (5) five working days' notice is given prior to such holiday.

- F. In the event a contract holiday should fall on a Saturday, it shall be celebrated on the Friday immediately preceding that holiday. In the event a contract holiday should fall on a Sunday, it shall be celebrated on the Monday immediately following that holiday.

## Article XI

### Vacations

1. Each regular Employee covered by this Agreement in the employ of the Company in any year shall be given a vacation with pay during said year based on the length of continuous service with the Company, determined by his/her anniversary date as follows:

Length of Continuous Service	Amount of Vacation pay
More than two and less than Twelve months	3.34 hours per month
One year or more and less than three years	40 hours
Three years or more	80 hours
Eight years or more	120 hours
Fifteen years or more	160 hours

2. The hourly rate of vacation pay shall be calculated at 2% of earnings from previous year or 40 hours at current classified job rate, whichever is greater.
3. Employees who are eligible for two (2) or more weeks of vacation may take up to one (1) week of that vacation time each year in daily increments provided that the time taken is not the working day before or the working day after a contract or state holiday. A vacation day taken in daily increments will not be paid in advance of the regular pay day for the week in which the day was taken. It will be paid on the regular pay day for the week in which the day was taken. To be able to take two individual vacation days in (4) four increments.
4. The vacation with pay provided in Paragraph 1 of this Article shall apply to those Regular Employees who, during the fifty-two (52) week period ending with the weekly payroll period on which his/her anniversary date falls have worked a minimum of fifteen hundred (1,500) hours. The vacation with pay to be given to those Regular Employees who during said fifty-two (52) week period have worked less than fifteen hundred (1,500) hours shall be computed on the following basis:

Length of Continuous Service	Amount of Vacation Pay
More than two and less than twelve months	2% of total hours worked
One year or more & less than three years	2% of total hours worked
Three years or more & less than ten years	4% of total hours worked
Ten years or more	6% of total hours worked
Twenty years or more	8% of total hours worked

5. In applying the provisions of this Article time lost as a result of an accident suffered during the course of employment shall be considered time worked to the extent of the period during which the Worker's Compensation Law requires the payment of compensation insurance. This provision is limited to the vacation year in which the employee suffered the injury.
6. An Employee whose employment with the Company is terminated at any time after the completion of the probationary period as provided in Article XIV, herein, shall be paid the amount of vacation pay which has accrued to him/her during the current vacation year at 2.00% of earnings from previous year or 40 hours at current classified job rate, whichever is greater.
7. Each Employee qualifying for vacation pay shall receive the amount to which he/she is entitled not later than the last working day preceding his/her vacation.
8. The vacation with pay as provided in this Article may be taken by all Employees eligible therefore during each year as accrued and may not be accumulated for use in a subsequent year. At the Company's option, the Company may ask, but not require, an eligible Employee to work through his/her vacation. The Employee who works through his/her vacation will be paid both his/her vacation pay and the pay which he/she earns during his/her vacation week and will be eligible to take his/her vacation time at a mutually agreeable time prior to the end of the vacation year.

## **Article XII**

### **Grievance Procedure**

1. A "grievance" is defined as a difference or dispute involving the interpretation or application of this Agreement and which has not been resolved on an informal basis. Any grievance not resolved on an informal basis will be processed in the following manner:

Step 1: A grievance shall be presented to the Human Resources Manager, or his/her representative, in writing, not later than twenty-one (21) calendar days after the grievable event, or knowledge of the grievable event. The Human Resources Manager shall investigate the grievance and, unless extended by mutual agreement, shall give to the Union the Company's initial response to the grievance within seven (7) working days after it is received at this step. The response shall explain the reason(s) for the response given.

Step 2: Unless changed by mutual agreement, the Company's designated representative, the President of the Local Union (or in his/her absence, the Chief Steward or Vice President) a Representative of the International and such other persons as the Company and the Union shall mutually determine are necessary, shall meet once each calendar month to review and discuss pending grievances. However, general grievances or grievances involving discipline or discharge may be reviewed under this Step at meetings called for solely for that purpose. Within five (5) working days after the conclusion of this discussion, the Company shall notify the Union in writing of its decision on the grievance.

2. In the event of failure of either party to comply with any of the time limitations herein provided, unless mutually extended, the grievance shall be deemed to have been withdrawn or affirmatively accepted or approved, as the case may be.

3. No Employee with respect to whom a grievance is pending shall be summoned to the office of any representative of the Company for the purpose of discussing the grievance, wages, hours or other conditions of employment unless a representative of the Union shall be present at such discussion.
4. The Company shall pay the aggrieved Employee, Employee's Steward and a representative of the Union at their regular straight time rate for such reasonable time during working hours as may be necessary for the investigation and presentation of a grievance to the Company under the provisions of this Article.
5. "Working days" are defined as Monday through Friday exclusive of holidays recognized in this Agreement.
6. Grievance involving discipline, discharge and "general grievances" (those not involving a specific employee at all) shall be initiated at the second step of the grievance procedure not later than seven (7) working days after the grievable event or knowledge of the grievable event.

### **Article XIII**

#### **Arbitration**

1. In the event that the parties are unable to adjust a grievance which has been processed in accordance with Article XE herein, the matter may be referred to arbitration.
2. The request for arbitration shall be made by written notice to the FMCS not later than thirty-five (35) calendar days after the final decision under Article XII. A copy of said written request shall be simultaneously served upon the other party. The written request for arbitration shall be specific enough to clearly identify the grievance involved.
3. The authority of said arbitrator shall be limited to the question submitted to the said Arbitrator. Said Arbitrator shall have no authority to add to, subtract from or modify any provision of this Agreement and he/she shall render his/her decision in writing within thirty (30) days of the final submission. The decision of the Arbitrator shall be final and binding on all parties provided it was within his/her authority.
4. The expense of arbitration shall be shared equally by the Company and the Union.

### **Article XIV**

#### **Probationary Period**

1. The probationary period for any full-time Employee who upon being hired or rehired and has no seniority rights with the Company shall be 60 calendar days and the probationary period may be extended another 30 calendar days by mutual written consent of the parties for the Employer with any work on a scheduled work day lasting four (4) hours or more being counted as a full work day in calculating the probationary period. Employees shall be eligible for benefits after two months of employment.

2. A new Employee hired on a full-time basis shall not become a member of the Union until after having completed a probationary period of sixty (60) calendar days and the probationary period may be extended another 30 calendar days by mutual written consent of the parties for the Employer in one hiring, subject to subparagraph 5.
3. The probationary employee shall have no rights under this contract and may be disciplined or discharged for any reason.
4. At the end of sixty (60) calendar days and the probationary period may be extended another 30 calendar days by mutual written consent of the parties by said Employee he/she shall, as a condition of employment, become a member of the Union.
5. Should a new Employee be relieved from employment after having completed ten (10) days of actual work or more for the Employer and then be recalled to the same job within sixty (60) calendar days, the previous ten (10) or more days actually worked will be counted towards the completion of his/her probationary period. However, should the Employee not have completed ten (10) or more days of actual work before being relieved from employment, or not be recalled within sixty (60) calendar days to the same job, then he/she must begin the probationary period again if and when he/she is recalled.
6. This period, as described in subparagraph 1, above, shall constitute such Employee's trial period during which such Employee may be disciplined or discharged for any reason.

## **Article XV**

### **Seniority**

1. Upon the completion of said probationary period in accordance with Article XIV, Seniority shall accrue to said employee beginning with his/her first day of employment with the Company.
2. In all matters concerning layoffs and rehiring, seniority shall apply among all Employees within the Plant in accordance with Exhibit "A" herein who are qualified to perform the work. The standard of qualification shall include physical fitness and past experience.
3. After part time, temporary and probationary employees have been laid off, the least senior Employee within each department shall be the first to be laid off. Subject to the provisions of Paragraph 2 of this Article, in recalling or rehiring, the last Employee laid off in each department shall be the first recalled to work in that Department and no new Employee may be hired until all Employees with seniority rights within the department where a job opening may exist in accordance with Exhibit "A" herein, have been recalled to work.
4. Except for Probationary Employees as provided in Article XIV, herein. Employees to be reached for layoff because of lack of work, shall be notified at least one (1) working week (5 working days) before such layoff becomes effective (and the Company will meet with the Union before notifying Employees), except where such layoff is due to strike, power failure, machine breakdown or an Act of God. The Union shall be notified of said layoff before the notice is given to the Employees involved. Such Employees will be given one (1) week (five (5) working days) work or one (1) week's (5 working days) pay at their base rate if work is not provided by the Company. (A layoff shall mean a severance from the payroll because of

lack of work where the Employer cannot judge when an Employee shall return. Further that he/she pays the Employee all wages due him/her.)

- a. If the Company eliminates the job of a bargaining unit employee, he/she shall have the right to exercise his/her seniority in accordance with Article XV, paragraph 2. The provisions of Article XV, paragraph 8 (regarding involuntary shift transfers) shall not apply in this case.
5. An Employee's continuous length of service shall be broken and his/her seniority rights shall be terminated upon the occurrence of any one of the following;
  - a. If he/she quits.
  - b. If he/she is discharged for just cause.
  - c. If he/she does not return to work after one (1) week of notice of recall sent to him/her at his/her last known address by registered or certified mail, return receipt requested, and does not give a satisfactory reason therefore.
  - d. If he/she fails to report for duty as scheduled unless such failure was due to bona fide illness requiring confinement or medical treatment or other reason acceptable to the Company.
  - e. Employees on layoff will lose their seniority and recall rights after twenty-four (24) months.
  - f. Employees on leave for occupational disability shall lose their seniority and recall rights if they are out more than thirty (30) months. Employees on non-occupational disability will lose their seniority if they are out for more than six (6) months.
6. Within thirty (30) days after the signing of this Agreement, and every three (3) months thereafter, the Company shall furnish the Union with a current Seniority list and shall subsequently furnish the Union with information regarding Employees newly hired and laid off during the previous month.
7. There shall be one (1) Steward in each of the Departments named in Exhibit "A" herein from among the Employees of each Department. Notwithstanding any of the other provisions of this Agreement, each of said stewards and officers, not to exceed five (5) stewards and not to exceed four (4) officers, shall be the last Employee in his/her department to be laid off, irrespective of seniority. However, no person shall be entitled to super seniority if then current law prohibits it.
8. Involuntary shift transfers shall be made by the Company on the basis of the least senior qualified employee within the job classification first and the involuntary transferee shall be afforded the first opportunity to transfer back to his/her previous shift. No new employee will be hired for the job and shift from which the employee has been involuntarily transferred. However, this procedure will not apply to involuntary shift transfers necessitated by "bumping" pursuant to any provision of this Agreement.
9. Should an employee be transferred because of a layoff, to a job having a higher rate, he/she shall immediately receive the rate of the job transferred to.

10. An Employee transferred at the request of the Company shall be offered the first opportunity to return to the job from which he/she transferred before an Employee is recalled or before a new Employee is hired for the job from which the transferred Employee was transferred.
  - a. Should an Employee be transferred temporarily to a job having a higher rate of pay, he/she shall immediately receive the rate of the job transferred to or \$.15 in addition to his/her regular rate, whichever is higher, for each hour worked in the higher rated job to the nearest completed half hour. Management reserves the right to such transfers. An Employee must accept, when his/her assigned machine is shut down, any job assigned him/her by the Supervisor.
11. Transfers from one job to another shall not affect an Employee's plant seniority. Subject to the other provisions of this Article, the refusal by an Employee to accept a job in a lower grade in the event of a layoff or recall shall not thereby cause said Employee to lose his/her seniority standing.
  - a. Job Preference Book to be agreed to during the life of this Agreement. The sole purpose of the Job Preference Book is to protect the right of an otherwise eligible Employee to bid for certain jobs in which he/she has a serious interest if they happen to go up for bid while he/she is unavoidably absent for a period in excess of two (2) full working days due to vacation, leave of absence, illness or injury. The Book is to be used only for that limited purpose and may not be used to avoid the normal bidding procedure when an Employee is present during the time a bid is posted or to bid on a "wholesale" basis. The Union may enter an Employee's known preference if he/she is absent unexpectedly and on an emergency basis when a bid is posted or which the Union has reason to know he/she would have bid had he/she been present.
12. Prior to the employment of any New Employee, all non-entry level bargaining unit job openings in a classification will be posted for three (3) full working days (all jobs must be posted within fourteen (14) calendar days). Promotions will be awarded to the most senior applicant (by plant seniority) who, in the opinion of the Company, is qualified to perform the work. If the job remains unfilled for a period of fifteen (15) calendar days, it shall be reposted. Applicants awarded promotions will be entitled to a trial period of up to 120 hours of training on the machine during a period of up to thirty (30) calendar days. The applicant who has been awarded a promotion under this Section must make a final decision as to whether he/she wants to continue in that position within fourteen (14) working days during which he/she has received at least eighty (80) hours of training. An Employee who is not classified by the Company after his/her trial period shall not be subject to the bidding restrictions described hereafter in this Article unless he/she fails to be classified on a second job bid made within the applicable bidding restriction time period. An Employee promoted to a job in a higher grade shall receive not less than the minimum rate of pay for that grade. An applicant who is awarded a promotion may not bid on a job rated one pay grade lower for six (6) months and may not bid on a job rated more than one (1) pay grade lower for nine (9) months. An applicant who is awarded a promotion may not bid for a higher rated job for three (3) months or to a lateral job for six (6) months; however, this sentence shall not apply to an Assistant Operator bidding for an Operator's job on the same type of machine. An Employee who is disqualified to General Helper may not bid on any position for nine (9) months; however, if the disqualified Employee has not been a successful bidder for one (1) or more years prior to his/her disqualification, then he/she may bid again after six (6) months. In all matters concerning transfers, department seniority first and plant seniority second shall apply among all Employees who, in the opinion of the Company, are qualified to perform the work. Subject to the provisions of Paragraph 9 of this Article, no Employee shall suffer a reduction

in wages because of a transfer to the request of the Company. For the purposes of this Article XV, the standard of qualification shall include prior experience relevant to the job. Concerning new machinery, the Company will establish the rate of the new machine based upon the rates for similar machinery already operating in the plant and already rated through prior contract negotiations. Should the Company introduce new machinery for which there is no similar machinery; the parties will negotiate in good faith regarding the rate until agreement or impasse, whichever comes first. A failure to agree will not be grounds for a grievance, arbitration, or work stoppage or slow down.

13. In the event that the Company should move its plant or establish plants in other geographical areas, seniority Employees who, in the opinion of the Company, are qualified to perform the work which might be available shall have preference over all other job applicants for any vacant positions. The Employee shall carry his/her total seniority into the new plant without loss of any benefits.

## **Article XVI**

### **Rest Periods**

1. Employees will be given at least a twenty (20) minute lunch period. And Employees will be given one (1) ten (10) minute rest period on Company time during each four (4) hour work period. Employees, except those employed in departments which by their nature cannot be shut down during the workday, shall be permitted to utilize such facilities (eating, smoking, etc.,) as are available to insure maximum benefit during the period of relaxation. The Company will post a rest period schedule which will be followed except in the case of production necessity. Employees who work more than two (2) hours overtime in any one (1) day after eight (8) hours of work shall be given twenty (20) minutes for supper which shall be paid for at time and one-half (1-1/2) the Employee's regular rate. When an Employee is working 12 hours continuously, a 20 minute rest period will be given after working 8 hrs and a 10 minute rest period will be given after working 10 hours.

## **Article XVII**

### **Bereavement**

In the event of the death of the husband, or wife, mother, father or (in the alternative) legal guardian, grandmother, grandfather, mother-in-law, father-in-law, brother, sister, child, stepchild or adopted child, grandchild, or "significant other" (defined as a person with whom the employee is living within a long-term (one year or more) relationship) of a Regular Employee, the Company shall grant said Employee a three (3) day leave of absence with pay for actual time lost from work, not to exceed eight (8) hours per day, at his/her regular rate. The leave of absence with pay provided for in this Article is to enable the Employee to attend the funeral of said relative. Should a death covered by the first sentence of this Article occur and the Employee is required to travel over 200 miles (one way) to attend the funeral, he/she will be paid for one additional day of absence (maximum of 8 hours at his/her regular rate) if that day is necessary for travel, is consecutive with the three day leave and is a working day (defined for the purposes of this extra day only as Monday through Friday exclusive of holidays recognized by this Agreement). In the event of the death of Employee's brother-in-law, sister-in-law, or stepmother, stepfather, spouse's grandmother, spouse's grandfather the Company shall grant said Employee a one (1) day leave of absence with pay not to exceed eight (8) hours pay at his/her regular rate for



the purpose of attending the funeral of said relative on this day. If the Employee cannot or does not attend the funeral, he/she will not be entitled to this day off.

## **Article XVIII**

### **Leave of Absence**

1. Upon seven (7) days' written notice by the Union, Employees who shall be elected delegates to the Union's National Convention, not in excess of two (2) at any one time, shall receive a leave of absence without pay or other benefits provided in this Agreement, but without loss of seniority, for the period of the Convention or conference, but not in excess of two (2) weeks in any one (1) calendar year.
2. Upon seven (7) days' written notice by the Union, Employees who shall be elected delegates to the Union's District Conventions or educational conferences, not in excess of two (2) at any one time, shall receive a leave of absence without pay or other benefits provided in this Agreement, but without loss of seniority, for the period of the Convention or conference, but not to exceed four (4) weeks in any one (1) calendar year.
3. Sick Leave: Employees on medical leave from work (occupational related and non-occupational related) shall be responsible for timely payment of insurance premiums otherwise deducted from their weekly pay checks during the leave.
4. Personal Leave: A non-probationary Employee who has a compelling reason for wanting a personal leave of absence may apply for one in writing stating the reason therefore and the length desired. If such leave is granted, in writing, it shall be for that specific purpose and time and shall be without pay or benefits. Such leaves shall be entirely within the discretion of the Company and the efficient operation of the Plant shall be a primary consideration. An Employee granted such a leave will be permitted to return upon its termination without loss of seniority.
5. Any employee who obtains any leave of absence provided by this Article and who (a) has given a false reason, or (b) takes other employment during an authorized leave, shall be terminated and such termination shall be considered to be for just cause.
6. The granting of a leave to an Employee under Section 3 or 4, above, shall not create a precedent for allowing the same or similar type of leave in the future.
7. Employees must use all vacation commensurate with FMLA leave.
8. Employees who go to work for the union full time do not continue Company benefits except through COBRA.

## **Article XIX**

### **Occupational Injury**

An employee injured on the job in the course of his/her employment during the work day which requires medical attention will be paid his/her regular rate for the lost time for such treatment on the day of the injury. In the event that an Employee is required to leave his/her work as a result of

injury on the job in the course of his/her employment during the work day, he/she will be paid his/her regular rate for the unexpired part of his/her scheduled work day.

## **Article XX**

### **Health and Safety**

The Company and the Union recognize the importance of protecting the health and safety of the Employees and the desirability of maintaining and establishing adequate and reasonable health and safety provisions in the plant. The Company, the Employees and the Union will cooperate in every way possible in a program of safety, cleanliness and accident prevention. A safety committee will assist in planning a safety program. The Company will contribute up to \$125 per year towards safety shoes and/or clothing. The employee would be expected to produce a receipt showing the purchase of safety shoes and/or clothing for which he/she wishes to be reimbursed. There is no carryover of unused balances.

## **Article XXI**

### **Insurance**

1. The Company shall make available to its Regular Employees life insurance coverage in the amount of \$35,000.00.

Effective June 1, 2005, Optional Supplemental/Dependent Life Insurance will be available to Regular Employees with Employee paying the entire premium.

2. The Company shall make available to its Regular Employees Sickness & Accident benefits in accordance with the following schedule:

Effective 7/23/11, \$330.00 per week for twenty-six (26) weeks.

3. Effective January 1, 2011, the 2006B Model Medical Plan will be implemented, and, at the same time, the 2002 Model Dental Plan will be maintained. Employees will contribute 22% (such employee contribution will increase to 25% effective 1/01/12) of the then-current weekly premiums for each Model Plan they elected. If available, the employee may elect an HMO with the Company's contribution remaining at 78% (such contribution shall be 75% effective 1/01/12) of the HMO or Company Model Plan costs, whichever is less, and the employee will pay the balance.
4. Effective January 1, 2016 the Consumer Choice Plan and the Consumer Choice Plan II will be offered. Employees will contribute 15% of the Consumer Choice Plan effective 1/01/16, contribute 16% effective 1/01/17, and contribute 17% effective 1/01/18.
5. The Medical and Dental plans will be offered in four enrollment tiers as follows effective 1/01/16:

Employee Only  
Employee plus Child or Children  
Employee plus Spouse  
Employee plus Family

6. Effective 1/01/16 a Spouse Surcharge will be implemented in the amount of \$30.00 per month, effective 1/01/17 the amount will be \$35.00 per month and on 1/01/18 the amount will be \$40.00 per month.
7. Effective 1/01/16 the Traditional and the Traditional Dental Plus Plans will be offered. The employee contributions for the Dental Plan (2002 Model Dental currently at 25%) is for the Traditional Plan and Employer Contributes the same amount to the Traditional Plus Plan and the Employee pays the difference. Effective 1/01/16 the Employee pays 30% of the Traditional Plan premium; effective 1/01/17 the Employee pays 35% of the Traditional Plan premium; and effective 1/01/18 the Employee pays 40% of the Traditional Plan premium.
8. The Company will provide 30 day coverage (at no cost to dependents) beyond an employee's death for surviving eligible dependents provided such employee elected Medical/Dental coverage from the Company.
9. Benefit termination provisions effective January 1, 2016:
  1. Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of layoff plus up to three months if the employee is laid off, assuming employee pays the applicable cost of the benefits (same rate as active employees). This continuation period may be provided by COBRA and employee payments will be made per then current Company procedures.
  2. Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of disability plus up to 12 months if employee becomes disabled (work related or not), assuming employee pays the applicable cost of the benefits (same rate as active employees). This continuation period may be provided by COBRA and employee payments will be made per then current Company procedures.
  3. Medical, dental, vision and life insurance benefits will be continued to the end of the month following the month an employee goes on active military leave.
  4. Payments for benefit continuation for any reason will be per company administrative procedures and subject to change.
  5. Employees can convert or port their basic life insurance coverage to an individual policy by applying to the insurance company and paying the full cost of the coverage after the continuation periods. The Company voluntary life insurance products can be converted or ported to an individual products at employee cost after the continuation periods above, or may be subject to Waiver of Premium provisions. Otherwise, coverage ends the end of the month of active employment or as described in items one through three above, if later.

**Vision, Flexible Spending Accounts, Employee Assistance Plan  
and Voluntary Life Insurance Plans**

1. Effective January 1, 2015, the Company vision plan will be available and employees pay the full cost. Costs are subject to change annually, but will be known during Open Enrollment each year. The plan will be offered in three enrollment tiers. If the vision carrier offers a free discount program for those in our self-funded medical plans, it will be available to employees.
2. Effective January 1, 2015, employees may choose to enroll in any of the Company flexible spending account programs.

3. Effective January 1, 2015, employees will be automatically enrolled in the Company employee assistance program at no cost to the employee.
4. Effective January 1, 2015, the Company voluntary life benefit will be offered. Employees may choose to purchase, at their sole cost, additional insurance on themselves, their spouse and/or children. Costs are subject to change annually, but will be known during Open Enrollment each year.

The Company agrees to provide dental and healthcare benefits as negotiated for the term of this labor agreement. Notwithstanding any language to the contrary contained in the summary plan description for the Dental and Medical plans, the plan document, or anywhere else, the above benefits negotiated and outlined in the above referenced summary plan description documents and previously provided to the Union shall be continued for the term of the labor agreement. This shall not affect the rights of the Company to make administrative or carrier changes.

10. All employees are eligible for benefits after two (2) months of employment.
11. The Company Wellness Program is offered effective January 1, 2016, which will allow participants the opportunity to reduce their medical plan contributions. Employees participating in the Wellness Program will have the opportunity to earn credits in the fourth quarter of calendar year 2015, that will be applied to the first quarter of 2016. The program adds an annual amount (\$600 maximum per year) to the above cost sharing and then employees who actively manage their health using the Company Wellness tracking program earn incentives to reduce their medical plan pay check deductions back to the cost sharing in number 4 above.

## **Article XXII**

### **Supervisors**

Supervisors shall not perform work of hourly rated Employees except as follows:

1. Emergencies, when regular Employees are not immediately available or until the Employee called in reports for work.
2. For instructions.
3. Necessary work when production difficulties are encountered when equipment is fully manned.
4. When the regular Employees assigned to the job leave the machine for personal reasons.
5. An Employee who accepts a non-bargaining unit position with the Company shall no longer be part of the bargaining unit and shall accumulate no bargaining unit seniority; however, he/she may return to the bargaining unit within 3 months of his/her appointment, with the understanding that Employee returning within first 30 days returns to his/her job last held prior to leaving bargaining unit; however, if Employee does not return within first 30 days, may return within remaining 60 days to General Helper position.

## **Article XXIII**

### **Bulletin Boards**

The Company shall provide a Bulletin Board which the Union may use only for the posting of notices of Union meetings or other official Union announcements. The Union shall be responsible for maintaining the Board.

## **Article XXIV**

### **Military Service**

1. The Company and the Union agree to abide by such rules, laws or regulations concerning Employees in military service as may be enacted or amended by the Legislature of the United States or the Commonwealth of Massachusetts.
2. The Company agrees to pay employees the differences in wages of what they receive for (2) weeks annual training duty with the active reserves or National Guard and what they would have earned on their individual job classification.

## **Article XXV**

### **No Strike-No Lockout**

1. The Company, the Employees and the Union agree that they will not, during the term of this Agreement, cause permit nor participate in any strike, lockout, walkout, slowdown, work stoppage, refusal to work or any interference with the operations or production of the Company.
2. In the event that any of the Employees of the Company engage in any of the unauthorized conduct described in Paragraph 1 of this Article, the Union agrees that it will in good faith endeavor to bring about the prompt return to work by said Employees to the end that any dispute which might then exist may then be settled in accordance with the Arbitration procedure prescribed in this Agreement.

## **Article XXVI**

### **Training Pay**

Employee requested by the Company to train Employees must train such Employees and during said training period shall receive sixty (60) cents per hour for each hour of training, in addition to their personal hourly rate. This training period shall last no longer than thirty (30) calendar days.

## **Article XXVII**

### **Pension Plan**

The Company shall continue to provide for all regular full time Employees the present Pension under the IUE/CWA Small Shops Pension Plan in the amount stated below for each hour for which said Employees receive pay:

July 23, 2014 - July 22, 2015	\$0.79
July 23, 2015 - July 22, 2016	\$0.84
July 23, 2016 - July 22, 2017	\$0.90
July 23, 2017 - July 22, 2018	\$0.96

The pension multipliers set out above are subject to, and shall not be implemented until receipt of, a determination by the Secretary of the Treasury that the increases are reasonable and provide for only the minimis increases in the liabilities of the plan. Until such a favorable determination is received, the pension multipliers set out in the prior agreement shall remain in effect. If a favorable determination with respect to the pension multipliers is received, the pension multipliers as set out in this agreement shall be effective as of the dates specified above.

There shall also be established a 401(k) Plan similar to that in the office. Company match effective 1/1/09 is \$525.00.

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 XXVIII**

### **Jury Duty**

The Company agrees to compensate the Employee for jury duty in an amount equal to the difference in his/her forty (40) hours normal pay and the allotment he/she receives for jury duty from the government or its agencies.

## **Article XXIX**

### **Printing Contract**

The Company and the Union will share the cost of the printing of the collective bargaining agreement with each paying 50% of such cost.

## **Article XXX**

### **Duration**

1. This Agreement shall remain in full force and effect until at Midnight July 22, 2018 and, unless and until terminated by either party as hereinafter provided, for successive one (1) year periods thereafter.
2. Either party desiring to terminate this Agreement on July 22, 2018 or at the expiration of any succeeding one (1) year period thereafter may give notice of such termination in writing to the other party not less than sixty (60) days prior to July 22, 2018 or prior to the expiration of such succeeding one (1) year periods, as the case may be, and upon the giving of such notice this Agreement and all its provisions shall terminate at midnight on July 22, 2018 or at midnight of the expiration of such succeeding one (1) year period as the case may be.
3. If an Employee with one (1) or more years of seniority should lose his/her employment with the Company because the plant has been shut down, he/she shall be entitled to a severance package equal to \$200 per year of service.

## **Article XXXI**

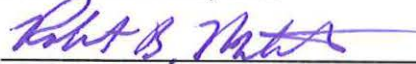
### **Leadperson**

The Company shall have the right to appoint one or more Leadpeople without placing the job up for bidding pursuant to Article XV. The Union will be notified at the time any Leadperson is appointed.

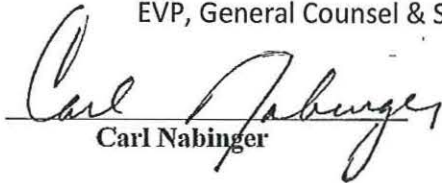
A Leadperson shall be defined as a member of the bargaining unit who, acting without any authority to discipline, assists a supervisor in maintaining and promoting efficient production in an area for which he/she has been appointed.

IN WITNESS WHEREOF, ROCK-TENN SERVICES, INC. has caused this Agreement and others of like tenor to be executed on its behalf and its Corporate Seal to be hereunto affixed by William Lavin, its duly authorized representative. The IUE/CWA, AFL-CIO, has caused this Agreement and others of like tenor to be executed and sealed for itself and on behalf of its Local 81284 by Keith E. Sweeney, 81288 by David Gamache, its International Official duly authorized this 3/20/15.

ROCK-TENN SERVICES, INC.

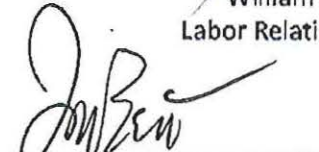


Robert McIntosh  
EVP, General Counsel & Secretary



Carl Nabinger

  
William Lavin  
Labor Relations Manager

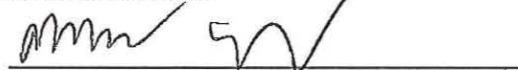
  
John M. Reis

IUE/CWA

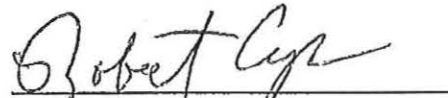
By:   
David Gamache  
International Representative

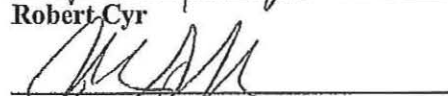
LOCAL 81288 OF THE IUE/CWA, AFL-CIO

  
Ernest Lawrence

  
Michael Cyr

  
Guy Boissonneault

  
Robert Cyr

  
John Surreira, Jr.



**EXHIBIT A**  
**Wage Schedule**

	7/20/15	7/25/16	7/24/17
<b>FLEXO DEPARTMENT</b>			
Flexo Operator	\$17.70	\$18.05	\$18.41
Asst. Flexo Operator	\$16.63	\$16.96	\$17.30
Flexo Helper	\$16.13	\$16.45	\$16.78
Print Die Mounter	\$17.11	\$17.46	\$17.80
Order Readiness Person	\$17.67	\$18.02	\$18.38
<b>MISCELLANEOUS DEPT.</b>			
Graphics Press Operator	\$17.70	\$18.05	\$18.41
Graphics Press Ass't Operator	\$16.63	\$16.96	\$17.30
Post Folder Gluer Operator	\$17.33	\$17.68	\$18.03
Asst. Post Folder Gluer Oper.	\$16.41	\$16.74	\$17.07
Post Folder Gluer Helper	\$16.13	\$16.45	\$16.78
Pizza Press Operator	\$16.80	\$17.14	\$17.48
Pizza Press Ass't Operator	\$16.36	\$16.68	\$17.02
Pizza Press Helper	\$16.13	\$16.45	\$16.78
Taper/Gluer Operator	\$16.13	\$16.45	\$16.78
Bundler	\$16.13	\$16.45	\$16.78
Flexo D/C Operator	\$17.70	\$18.05	\$18.41
Asst. Flexo D/C Operator	\$16.63	\$16.96	\$17.30
Flexo D/C Helper	\$16.13	\$16.45	\$16.78
Baler Operator	\$16.19	\$16.52	\$16.85
Order Readiness Person	\$17.67	\$18.02	\$18.38
General Helper	\$16.03	\$16.35	\$16.68
<b>SHIPPING</b>			
Strapper	\$16.19	\$16.52	\$16.85
Material Handler	\$16.36	\$16.68	\$17.02
Senior Warehouse Person	\$17.11	\$17.46	\$17.80
Leadperson Rate \$1.00/hour			

**EXHIBIT "B"**

**Authorization for Deduction for the Union Dues and Initiation Fee**

DATE: \_\_\_\_\_

To:     Rock-Tenn Services, Inc.  
          Springfield, Massachusetts

Subject to the conditions and reservations hereinafter provided and to the provisions of the Agreement between Rock-Tenn Services, Inc. and the IUE/CWA, AFL-CIO and the Local Union 81288, thereof, dated July 23, 2014, I hereby authorize and direct you to deduct from my wages as an Employee of Rock-Tenn Services, Inc. dues in the amount of dollars. Said dues and initiation fee, exclusive of International Per Capita Tax, shall be remitted by Smurfit- Stone Container Corporation to the Secretary-Treasurer of the International Union, IUE/CWA, AEL-CIO, in accordance with the Agreement referred to above.

This Authorization shall be irrevocable for a period of one year from the effective date hereof or until the termination of the current Collective Bargaining Agreement between the Company and the Union, whichever occurs first. I agree and direct this Authorization shall be automatically renewed, and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable Collective Bargaining Agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company of not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one year or of each succeeding applicable Collective Bargaining Agreement between the Company and the Union, whichever occurs first.

I hereby certify that I have read this Authorization in its entirety and that I fully understand its meaning and effect.

\_\_\_\_\_  
Effective Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Clock Number

- B. It is understood that the aforesaid payments shall not be increased because of overtime pay differentials elsewhere provided in the collective bargaining agreement.
- C. The payments shall be used by the Pension Fund to provide benefits for eligible employees in accordance with the Pension Plan of said Pension Fund, as may be amended by the Pension Fund's Trustees, and as is or may be determined by the Trustees, to be applied to eligible employees based on the amount of Employer contribution. Increases in the Monthly Benefit Rate attributable to increases in the Employer's hourly contribution rate shall be applicable to each year of each Participant's Continuous Credited Service under the Pension Plan.
- D. The Employer agrees to become a party to the said Agreement and Declaration of Trust establishing the said Pension Fund and agrees to be bound by all the terms and provisions of said Agreement and Declaration of Trust and designates as its representatives such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees, together with their successors selected in the manner provided in said Agreement. A copy of said Agreement and Declaration of Trust is to be annexed to the collective bargaining agreement upon execution thereof.
- E. The Employer, on behalf of itself, and the Union, on behalf of the employees on whose behalf contributions are made to the Pension Fund, including Participants as defined in the Plan and their beneficiaries, hereby agree that the arbitration provisions contained in the Pension Plan shall be final and binding.
- F. It is understood and agreed that the Pension Plan referred to herein shall at all times qualify for approval by the Internal Revenue Bureau of the U.S. Treasury Department so as to allow the Employer an income tax deduction for the contributions paid herein.

### Section 3

The parties agree that, except as provided by the Employee Retirement Income Security Act of 1974, as amended, and such other laws that may be enacted from time to time and except as may be otherwise provided herein, the Employer's obligation to the Pension Fund shall be fulfilled at the time the Employer makes the contributions to the said Pension fund in the amount and in the manner provided herein and provided further that upon making said contributions as aforesaid the Employer shall be relieved and discharged from any further obligations to the said Pension Fund. Notwithstanding the foregoing, the Pension Fund shall have the right to collect all costs, including but not limited to costs associated with litigation, incurred in collecting delinquent Employer contributions. Such costs include, but are not limited to auditor's fees, interest, liquidated damages, costs and attorneys' fees.

Notwithstanding any other agreement between the Employer and the Union, the Employer agrees that its obligations to the Pension Fund and Pension Plan during the term of this Agreement are as set forth in this separate Memorandum of Agreement and in the event of any conflict between this memorandum of Agreement and any other agreement between the Employer and the Union the terms of this memorandum of Agreement shall be controlling. Notwithstanding anything to the contrary hereinabove set forth, the obligations of the Employer hereby assumed shall continue only so long as there is in existence an effective collective bargaining agreement between the Employer and the Union. This Agreement shall remain in full force and effect up to and including midnight, July 22, 2018.

## EXHIBIT "C"

### MEMORANDUM OF AGREEMENT

#### PENSION PLAN

AGREEMENT made and entered into this 23rd day of July, 2014, by and between Rock-Tenn Services, Inc. (hereinafter referred to as the "Employer") and Local No 81288, IUB/CWA, AFL-CIO (hereinafter referred to as the "Union".)

##### Section 1

- A. By an Agreement and Declaration of Trust made as of the 30\* day of April, 1958 between the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO and various employers who are or may become parties thereto, a Trust Fund designated as the "IUE AFL-CIO Pension Fund" (hereinafter referred to as the "Pension Fund") was established.
- B. To provide retirement benefits from contributions to said Pension Fund, the Trustees established the IUE, AFL-CIO Pension Plan (hereinafter referred to as the "Pension Plan").
- C. Such pension Fund and Pension Plan is now in full force and effect and is in full and complete compliance with the Labor Management Relations Act of 1947, as mended; the Employee Retirement Income Security Act of 1974, as amended, and regulations promulgated thereunder; and qualifies as an exempt trust pursuant to the applicable provisions of the Internal Revenue Code of 1986.

##### Section 2

- A. The Employer agrees to pay the Pension Fund on behalf of each employee covered by this Agreement, for each hour for which said employee receives pay:
  - a. Effective July 23, 2014, the sum of \$0.79
  - b. Effective July 23, 2015, the sum of \$0.84
  - c. Effective July 23, 2016, the sum of \$0.90
  - d. Effective July 23, 2017, the sum of \$0.96

Pay is hereby defined to include all hours of work, including such hours for which wages are paid regardless of whether actual work is performed or not, including but not limited to holidays, vacations, paid sick leave and the like. The payments shall be made monthly and shall be due on or before the 10<sup>th</sup> day of the month following the calendar month in which the employee receives said hourly pay; however, with respect to newly hired employees, the Employer shall commence payment of contributions to the Pension Fund at the conclusion of said employee's probationary period, as defined in the collective bargaining agreement, or 60 calendar days from said employee's date of hire, whichever is earlier, provided that the initial contribution payment is retroactive to said employee's date of hire. The Employer shall complete and file remittance reports prescribed by the Pension Fund and shall furnish the Union with a copy of each remittance report to the Pension Fund.

**EXHIBIT "D"****VOLUNTARY AND MANDATORY SATURDAYS – OVERTIME**

<b>2015</b>		<b>2016</b>		<b>2017</b>		<b>2018</b>	
<b>VOL.</b>	<b>MAN.</b>	<b>VOL.</b>	<b>MAN.</b>	<b>VOL.</b>	<b>MAN.</b>	<b>VOL.</b>	<b>MAN.</b>
1/10	1/3	1/9	1/2	1/14	1/7	1/13	1/8
1/24	1/17	1/23	1/16	1/28	1/21	1/27	1/20
2/7	1/31	2/6	1/30	2/11	2/4	2/10	2/3
2/21	2/14	2/20	2/13	2/25	2/18	2/24	2/17
3/7	2/28	3/5	2/27	3/11	3/4	3/10	3/3
3/21	3/14	3/26	3/12	3/25	3/18	3/24	3/17
4/4	3/28	4/2	3/19	4/1	4/8	3/31	4/7
4/18	4/11	4/16	4/9	4/15	4/22	4/21	4/14
5/2	4/25	4/30	4/23	4/29	5/6	5/5	4/28
5/16	5/9	5/14	5/7	5/13	5/20	5/19	5/12
5/23	5/30	5/28	5/21	5/27	6/3	5/26	6/2
6/13	6/6	6/11	6/4	6/10	6/17	6/16	6/9
6/27	6/20	6/25	6/18	6/24	7/1	6/30	6/23
7/4	7/11	7/2	7/9	7/8	7/15	7/14	7/7
7/25	7/18	7/23	7/16	7/22	7/29	7/28	7/21
8/8	8/1	8/6	7/30	8/5	8/12	8/11	8/4
8/22	8/15	8/20	8/13	8/19	8/26	8/25	8/18
9/5	8/29	9/3	8/27	9/2	9/9	9/1	9/9
9/19	9/12	9/17	9/10	9/16	9/23	9/23	9/16
10/3	9/26	10/1	9/24	9/30	10/7	10/7	9/30
10/17	10/10	10/15	10/8	10/14	10/21	10/21	10/14
10/31	10/24	10/29	10/22	10/28	11/4	11/4	10/28
11/14	11/7	11/5	11/19	11/11	11/18	11/11	11/18
11/28	11/21	11/12	12/3	11/25	12/2	11/25	12/2
12/12	12/5	11/26	12/10	12/23	12/9	12/23	12/9
12/26	12/19	12/24	12/17	12/30	12/16	12/30	12/16
		12/31					

**EXHIBIT "E"****C.O.P.E.**

The Employer agrees to deduct, from each pay period, a specific amount of money from the wages of employees who voluntarily submit written authorization on forms provided by IUE/CWA Local 81288 for such deductions. The Company shall transmit such sums to IUE COPE, the International Union. These deductions will be accumulated monthly and transmitted by the last pay period of each month along with a list of names, social security numbers, and the amount deducted for each employee.

## EXHIBIT "F"

# ATTENDANCE POLICY

## SPRINGFIELD, MA

Effective January 1, 2015

Excessive absenteeism places an undue burden on all employees in the plant. This document summarizes the policy through which we will manage attendance issues. For our purposes, absences will be divided into two categories: Excused and All Other Absences.

### **EXCUSED ABSENCES**

The following categories of absence are considered excused and will not be treated as an "occurrence" under this policy:

1. Compliance with Military Obligations
2. Company-authorized Funeral Leave
3. Jury duty; compliance with subpoena or court order
4. Approved Vacation
5. Any absence taken in accordance with the provision of the Family Medical Leave Act (FMLA)
6. Any absence taken in accordance with the provision of the Small Necessities Leave Act (SNLA)
7. Company-authorized leave of absence
8. Lay-off
9. All contractual time off.

### **ALL OTHER ABSENCES**

All other categories of absence will be counted as "occurrences" under this policy. Specifically:

**Absent from work with proper reporting:** Being absent from work and properly reporting the absence through the designated reporting system will be treated as one (1) occurrence of absence.

**Failure to stay over:** Failing to perform mandatory mate relief to cover for the unscheduled absence will be treated as one-half (1/2) occurrence of absence.

**Arriving late or leaving early:** Treated as one-half (1/2) an occurrence of absence.

**Failing to swipe in or swipe out:** Failing to properly swipe in or swipe out will be treated as one-half (1/2) occurrence.

**No call / no show:** Any no call / no show will be treated as two (2) occurrences.

**Excessive absenteeism will be addressed as follows:**

- At 3 occurrences, the employee will receive a Verbal Warning.
- At 4 occurrences, the employee will receive a First Written Warning.
- At 5 occurrences, the employee will receive a Second Written Warning.
- At 6 occurrences, the employee will receive a Final Written Warning.
- At 7 occurrences, the employee will be terminated.
- It is the employee's responsibility to be aware of his/her attendance status.
- If an employee in the corrective action process has perfect attendance for 30 consecutive calendar days, s/he will drop back one corrective step and occurrence(s) for each 30 day period.
- Since a single illness or injury may sometimes lead to more than one day of absence from work, we will count those consecutive days of absence as a single occasion of absence.

*All records will be periodically reviewed for excessive absenteeism which is of such a nature that it does not fit into the above program. If such absentee patterns are discovered they will be dealt with by appropriate corrective action procedures. The points will be accounted for on a rotating three month period.*

**REPORTING ABSENCES**

**Absenteeism:** Each day of absence must be reported. Successive days of absence must be called in daily. It's the employee's responsibility to report absences to the Professional Communications Messaging Service, Inc (PCMSI). The PCMSI is staffed with personnel and is accessible twenty-four (24) hours a day, seven days per week.

- 1- Call Professional Communications Messaging Service, Inc. at 1-800-299-5910. The number is free and can be dialed from any location.
- 2- A receptionist will take your call, record your information, and provide you with a confirmation number.

***Employees must call PCMSI at least one hour (1) prior to the start of the shift. Failing to comply with this rule will result in one-half occurrence unless appropriate documentation is provided.***

## **EXHIBIT "G"**

### **RockTenn Substance Abuse Policy Springfield, MA Plant**

**Effective March 1, 2015**

Rock-Tenn Services Inc. ("RockTenn" or the "Company") and IUE-CWA and its Local Union #81288 RockTenn are concerned about alcohol and drug abuse and their affects on employees, job performance, the work environment, and the customers' and public's confidence in our operations. Therefore, the following conduct violates this policy and may result in discipline up to and including discharge.

- ◆ Usage/ingestion, possession, sales, manufacture, transportation, dispensation or distribution of alcohol, drugs, intoxicants or controlled substances or drug paraphernalia of any kind on Company property or while in the course and scope of employment.
- ◆ Reporting to work or remaining on duty while impaired by, or under the influence of alcohol, drugs, intoxicants or controlled substances of any kind.
- ◆ Involvement with alcohol, drugs, intoxicants or controlled substances outside of working hours or off Company property to the extent such conduct adversely affects the ability of the employee to attend work and/or to safely and properly perform his job.
- ◆ Conviction of or pleading guilty or nolo contendere to a criminal charge of selling or possessing with the intent to sell any illegal controlled substances.

"Controlled substances" includes the non-authorized use of prescription drugs. An authorized use of prescription drugs exists only if (a) the employee is using and/or consuming prescription drugs in compliance with a healthcare practitioner's prescription and (b) the healthcare practitioner has certified that the employee's use and/or consumption of the prescription drugs will not pose a risk of injury to the employee or others in the workplace. All other use and/or consumption of prescription drugs amount to non-authorized use of prescription drugs.

To ensure a safe work environment, employees and applicants are subject to drug testing as set forth below. The Company may require drug testing in the following events/circumstances:

1. Pre-Employment.
2. Required Annual Test – All drivers of Company vehicles on public roads.
3. Work-related incident that results in bodily injury or property damage



- a. If an incident involves bodily injury to an employee, or third party (including, but not limited to, temporary labor), and off-site medical treatment is sought, then the injured employee or third party will be required to submit to a drug test; and
  - b. If an employee or third party causes bodily injury to another employee or third party or property damage while in the course and scope of employment, the employee or third party causing the injury or damage will be required to submit to a drug test.
4. Reasonable Suspicion - Any employee who, by reliable evidence, or by their observed or reported behavior, may be reasonably suspected of using, having ingested or being under the influence of drugs, alcohol or medications while in the course or scope of employment.
  5. Random Testing. – Random drug testing will be performed up to four (4) times a year. All RockTenn Springfield employees will be subject to random drug testing and fifteen (15) percent of bargaining unit employees will be tested each time.
  6. Layoffs or leave of absences of thirty (30) days or more.

All substance testing will be conducted by a facility selected by the Company. To assure accuracy, a stringent chain of custody procedure will be followed. Any positive result for drugs obtained during the screening procedure will automatically be scheduled for a second confirmation test of the original sample using Gas Chromatography/Mass Spectrometry (GC/MS) according to standards established by the National Institute on Drug Abuse (NIDA). The lab chosen by management will be NIDA certified and cut off limits for negative/positive sample determination shall be as follows:

<b><u>Drug Class</u></b>	<b><u>Screen (ng/mL)</u></b>	<b><u>Confirm (ng/mL)</u></b>
Amphetamines	1000*	100
Barbiturates	200	100
Benzodiazepines	200	100
Cocaine/Crack	100	50
Marijuana (THC, Cannabinoids)	20	5
Methadone	300	200
Opiates (Narcotics)	100	100
Phencyclidine (PCP)	20	10
Propoxyphene	300	200
* Also includes MDMA (Ecstasy), MDEA (Eve), MDA and PMA at 100 ng/ML screening threshold		

The cut off limit for negative/positive sample determination for alcohol shall be a blood alcohol content of 0.04.

An employee tested may be temporarily suspended at the Company's discretion (pending test results) where the Company believes that the suspension is reasonably necessary to protect the health or safety of the employee, other employees, or the public. If the initial test is negative and the employee has been suspended, the employee will return to work with full back pay. An employee suspended for drug/alcohol abuse will be provided transportation to and from the testing facility and home.

A positive test for use of drugs and/or alcohol (other than the authorized use of prescription drugs) is just cause for immediate discharge. Although an employee has the right to refuse to take a substance abuse test, he/she must understand that delaying the implementation of the drug and/or alcohol test, or failure to submit to such testing, or otherwise not cooperating in the testing process, will be treated as a positive test and also is just cause for immediate discharge.

Interfering with the sample collection and/or testing procedure, including but not limited to swapping samples, providing "clean" samples, adulterating samples, and/or the use of any product or chemical, including water, with the intent of interfering with the sample and/or test, is just cause for termination of employment. If the test results are reported as diluted negative and there is not sufficient evidence that the dilution was intentionally caused, the Company will require the employee to submit another sample. The last submitted sample shall be the sample of record. Test results reported as diluted positive will be treated as a positive test. Any other failure to comply with this substance abuse policy may result in discipline up to and including discharge.

### **Employee Assistance**

The Company recognizes that substance abuse may be a treatable problem. A rehabilitation program is available through the Company's health insurance program to assist employees to correct a problem before it impairs performance and jeopardizes employment. The decision to seek early diagnosis and accept treatment for a substance abuse program is the responsibility of the employee. If an employee desires to seek help through a rehabilitation program, he or she must ask for such help prior to being notified that he or she will be required to submit to a test.

If the employee does not seek help and the problem comes to the attention of Rock-Tenn Company, disciplinary action will result, up to and including discharge. If the employee is offered a last chance agreement, he or she will be required to complete a prescribed treatment program before returning to work. If at any time the employee fails to live up to the terms of the agreement, the employee will be terminated. This offer of rehabilitation is a one-time opportunity. In order to return to work, the employee must successfully complete a prescribed treatment program and provide written evidence from the director of the program of such completion. For up to two years following completion of the treatment program, the Company may test the employee without prior notice. If the test is positive, the employee will be terminated.