

LABOR  
AGREEMENT

BETWEEN

WestRock Services, LLC  
SPRINGFIELD, MA

and

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

Effective

July 23, 2018 thru July 22, 2022

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## Agreement

This Agreement made and entered into this 23rd\_ day of July, 2018, effective 23rd, \_2018 by and between WestRock Services, LLC, a Georgia 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 WestRock Services, LLC. 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, marital status, sexual orientation or national origin.

## **Article VIII**

### Hours and Overtime

The overtime restriction verbiage set forth below (Number 5, page 7, of the CBA) 55- hour overtime cap (Number 5, D, page 7 of the CBA), work every other Saturday as well as paragraph E on page 7, of the CBA (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.) will be null and void when the Company implements the Alternative Work Schedule.

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. The Company will make every effort to notify employees of Saturday overtime by 11:00 am 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.
7. The Company will have the unilateral exclusive right to implement an Alternate Work Schedule as defined by the Company should business needs dictate. If such schedule is implemented, the Union will be given a sixty (60) day notice. Article VII, Hours and Overtime will change to read as follows:

Overtime

Overtime for the Alternate Work Schedule will be paid at time and one-half for hours worked over forty in any work week, subject to the no pyramiding rule. The work week is defined as Monday through Sunday, subject to change. Daily overtime will be paid at time and one-half for hours worked over and above an employee's scheduled hours, subject to the no pyramiding rule.

Holidays and Contractually Paid Days Off

Contractual holidays worked will be paid at time and one-half. Contractual holidays not scheduled and not worked will be paid at eight (8) hours at straight time, and such time not worked shall count toward the employee's forty (40) hours.

No Pyramiding

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 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.

Under the Alternate Work Schedule, there will be no "as such" premium pay for Saturday or Sunday.

Vacation and Sick Days

Vacation days and Sick Days will be eight (8) hours.



**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. Effective January 21, 2019, a 2.00% wage increase shall be granted all Employees in the bargaining unit (full time).
  - b. Effective July 22, 2019, a 2:00% wage increase shall be granted all Employees in the bargaining unit (full time)
  - c. Effective July 20, 2020, a 2.00% wage increase shall be granted all Employees in the Bargaining unit (full time).
  - d. Effective July 19, 2021, a 2.5% 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 35 cents per hour in the first year and a third shift premium of 38 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>	\$.35	\$.36	\$.37	\$.38
3 <sup>rd</sup>	\$.38	\$.39	\$.40	\$.41

## 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. Employees may take their three 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.
9. Vacation (both weekly and daily) shall be scheduled in accordance with business needs as determined by the Company. Vacation will not be unreasonably withheld by management. Vacation requests must be submitted at least five (5) working days in advance, subject to Company approval.

## **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 at 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.

## **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 increasing to \$150 per year effective 1/1/19. 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**

### Benefits

#### **HEALTH AND WELFARE**

- Continue to offer Consumer Choice and the Consumer Choice II plan effective 1/1/2020. The Consumer Choice II Plan will only be offered during Annual Enrollment and will be offered in four (4) enrollment tiers.
- Spouse surcharge will be increased effective 1/1/20 as follows:
  - 2020 - \$90 per month
  - 2021 - \$100 per month
- Implement the following employee cost share for the Consumer Choice Plan.
  - 2020 – 18% + wellness
  - 2021 – 19% + wellness
  - 2022 – 20% + wellness
- Employee cost sharing for the Consumer Choice II Plan will be the same as above plus the increased employer HSA contribution. The employer contribution towards the premium for the Consumer Choice Plan II Plan will match the employer contributions towards the premiums for the Consumer Choice Plan.
- The Company contributes 25% of deductible to the HSA/HRA.
- The same Company Wellness Program that exists for salaried/non-union locations will continue to be offered effective 9/16/2019. Continuing January 1, 2020, in connection with the Wellness Program, then existing employee contributions to the Consumer Choice Plan and Consumer Choice Plan II 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). Continuing 10-1-19 employees who are not in the Company health insurance plan will be incented with an opportunity to earn \$150 per year through wellness participation.

- 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.

### **DENTAL**

- Eliminate the Traditional and Traditional Plus Dental Plans effective 1/1/2020.
- Implement the WestRock dental plan which will also be offered in four (4) enrollment tiers effective 1/1/2020.
  - The benefit levels can be adjusted annually as long as the adjustments are identical to salaried/non-union plans.
- Retain employee cost share at 50% for the WestRock dental plan.
- 

### **LIFE AND DISABILITY BENEFITS**

Life insurance can increase up to \$1,000 a year to a maximum of 100% of the average annual base wage. One-hundred percent of the average annual base wage is currently \$34,685. 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. Any life changes are effective January 1 beginning January 1, 2020.

#### **Voluntary Life Insurance**

No changes.

#### **Short Term Disability**

Short Term Disability can increase up to \$10 a year to a maximum of 50% of the weekly average pay. Fifty percent of the weekly average pay is currently \$333. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Any STD changes are effective January 1 beginning January 1, 2020. Any Company paid STD benefits will be offset by any disability or paid leave benefits for which an employee is entitled to by law.

### **ANCILLARY PROGRAMS**

- Effective January 1, 2019, the Company vision plan will continue to 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 is offered in four 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.
- Effective January 1, 2019, employees will continue to be automatically enrolled in the Company employee assistance program at no cost to the employee.

## **RETIREMENT**

### **Pension**

The Company shall have the right to withdraw from IUE-CWA Pension Fund, provided that it establishes a future service benefit in the WestRock Company Consolidated Pension Plan. WestRock agrees to continued participation in the IUE-CWA pension plan during the term of this collective bargaining agreement and will adhere to the mandatory rehabilitation plan increases.

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:

Effective July 1, 2018 the sum of \$1.01 cents  
Effective July 23, 2019 the sum of \$1.06 cents  
Effective July 23, 2020 the sum of \$1.11 cents  
Effective July 23, 2021 the sum of \$1.17 cents

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.

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.

### **401(k)**

- Change eligibility to 90 days. Implementation will occur as soon as administratively possible after ratification. The schedule is as follows:

Ratifications 10/1 – 12/31 will be reflected by 1/31

- Change the 401(k) match to 50% match on the first 6% of regular pay with no match cap other than those required by regulations. Matching will occur on up to forty (40) hours of regular pay per pay period. Implementation will occur as soon as administratively possible after ratification. The schedule is as follows:

Ratifications 10/1 – 12/31 will be reflected by 1/31

## **RETIREE MEDICAL**

N/A

## **RETIREE LIFE**

N/A

## **BENEFIT ELIGIBILITY PERIOD**

**Short Term Disability – 2 months**

**Medical – 2 months**

**All other benefits – 2 months**

## **BENEFIT TERMINATION PROVISIONS**

- 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).
- 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.
- Payments for benefit continuation for any reason will be per Company administrative procedures and subject to change.
- Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of an approved personal leave of absence plus up to one month, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- Medical, dental, vision and life insurance benefits will be continued for the remainder of the month of layoff plus up to one month if the employee is laid off, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- 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, vision and life insurance benefits will be continued for the remainder of the month of a leave of absence plus one month, assuming employee pays the applicable cost of the benefits (same rate as active employees).
- 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.
- The Company agrees to provide dental and healthcare benefits submitted as part of the Company's Benefit Proposal negotiated for the term of this labor agreement. This shall not affect the rights of the Company to make administrative or carrier changes. The Company reserves the right to substitute health care plans as long as benefits are substantially similar.

## **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 increased to seventy-five (75) cents per hour effective 1/24/19, in addition to their personal hourly rate. This training period shall last no longer than thirty (30) calendar days.

**Article XXVII**

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.

**Article XXVIII**

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 XXIX**

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, 2022 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, 2022 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, 2022 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 XXX**

#### 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.

**JURAT**

IN WITNESS WHEREOF, WESTROCK SERVICES, LLC. 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 81288 by David Gamache, its International Official duly authorized this \_\_\_\_\_.

**WESTROCK SERVICES, LLC.**

By:



**William Lavin**  
Labor Relations Manager



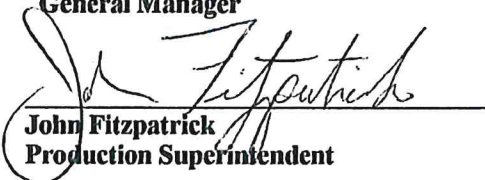
**Michele Moro**  
BU HR Manager



**Donna Donovan**  
General Manager



**Bob McIntosh**  
EVP, Gen Counsel & Secretary

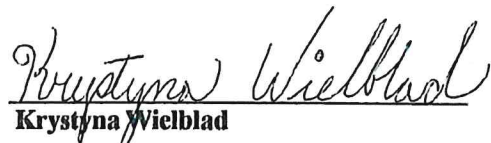


**John Fitzpatrick**  
Production Superintendent


**LOCAL 81288 OF THE IUE/CWA, AFL-CIO**



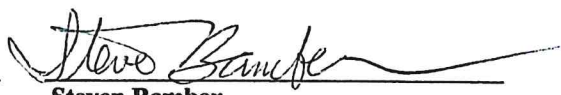
**By Amber Brooks**  
Staff Representative IBEW



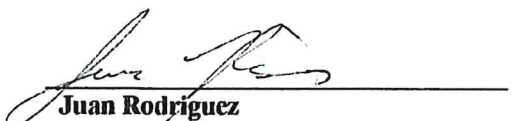
**Krystyna Wielblad**



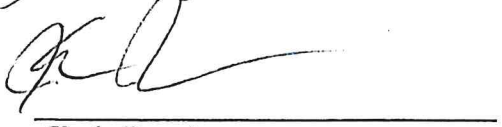
**David Gamache**  
President, IUE-CWA 81288



**Steven Bamber**



**Juan Rodriguez**



**Kevin Pyzocha**

**EXHIBIT A  
Wage Schedule**

	1/21/2019	7/22/2019	7/20/2020	7/19/2021
<b>FLEXO DEPARTMENT</b>	<b>2%</b>	<b>2%</b>	<b>2%</b>	<b>2.5%</b>
Flexo Operator	\$19.03	\$19.41	\$19.80	\$20.30
Asst. Flexo Operator	\$17.65	\$18.00	\$18.36	\$18.82
Flexo Helper	\$17.12	\$17.46	\$17.81	\$18.25
Print Die Mounter	\$18.16	\$18.52	\$18.89	\$19.36
Order Readiness Person	\$18.75	\$19.12	\$19.51	\$19.99
<b>MISCELLANEOUS DEPT.</b>				
Graphics Press Operator	\$19.03	\$19.41	\$19.80	\$20.30
Graphics Press Ass't Operator	\$17.65	\$18.00	\$18.36	\$18.82
J&L Folder Gluer Operator	\$19.03	\$19.41	\$19.80	\$20.30
Asst. J&L Folder Gluer Oper.	\$17.41	\$17.76	\$18.11	\$18.57
J&L Folder Gluer Helper	\$17.12	\$17.46	\$17.81	\$18.25
Pizza Press Operator	\$18.08	\$18.45	\$18.82	\$19.29
Pizza Press Ass't Operator	\$17.36	\$17.71	\$18.06	\$18.51
Pizza Press Helper	\$17.12	\$17.46	\$17.81	\$18.25
Taper/Gluer Operator	\$17.12	\$17.46	\$17.81	\$18.25
Bundler	\$17.12	\$17.46	\$17.81	\$18.25
Flexo D/C Operator	\$19.03	\$19.41	\$19.80	\$20.30
Asst. Flexo D/C Operator	\$17.65	\$18.00	\$18.36	\$18.82
Flexo D/C Helper	\$17.12	\$17.46	\$17.81	\$18.25
Baler Operator	\$17.19	\$17.53	\$17.88	\$18.33
Order Readiness Person	\$18.75	\$19.12	\$19.51	\$19.99
General Helper	\$17.01	\$17.35	\$17.70	\$18.14
<b>SHIPPING</b>				
Strapper	\$17.36	\$17.71	\$18.06	\$18.51
Material Handler	\$17.36	\$17.71	\$18.06	\$18.51
Senior Warehouse Person	\$18.16	\$18.52	\$18.89	\$19.36
Leadperson Rate \$1.00/hour				

**EXHIBIT B**

Authorization for Deduction for the Union Dues and Initiation Fee

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

To: WestRock Services, LLC.  
Springfield, Massachusetts

Subject to the conditions and reservations hereinafter provided and to the provisions of the Agreement between WestRock Services, LLC. and the IUE/CWA, AFL-CIO and the Local Union 81288, thereof, dated July 23, 2018, I hereby authorize and direct you to deduct from my wages as an Employee of WestRock Services, LLC. 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, AFL-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

## EXHIBIT C

### MEMORANDUM OF AGREEMENT

#### PENSION PLAN

AGREEMENT made and entered into this 23rd day of July, 2018, by and between WestRock Services, LLC 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.

- 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, 2022.

**EXHIBIT D**

**VOLUNTARY AND MANDATORY SATURDAYS**

<b>2019</b>		<b>2020</b>		<b>2021</b>		<b>2022</b>	
Vol.	Man.	Vol.	Man.	Vol.	Man.	Vol.	Man.
12-Jan	5-Jan	11-Jan	4-Jan	2-Jan	9-Jan	1-Jan	8-Jan
26-Jan	19-Jan	25-Jan	18-Jan	23-Jan	16-Jan	22-Jan	15-Jan
9-Feb	2-Feb	8-Feb	1-Feb	6-Feb	30-Jan	5-Feb	29-Jan
23-Feb	16-Feb	22-Feb	15-Feb	20-Feb	13-Feb	19-Feb	12-Feb
9-Mar	2-Mar	7-Mar	29-Feb	6-Mar	27-Feb	5-Mar	26-Feb
23-Mar	16-Mar	21-Mar	14-Mar	20-Mar	13-Mar	19-Mar	12-Mar
6-Apr	30-Mar	4-Apr	28-Mar	3-Apr	27-Mar	2-Apr	26-Mar
20-Apr	13-Apr	11-Apr	18-Apr	17-Apr	10-Apr	16-Apr	9-Apr
4-May	27-Apr	2-May	25-Apr	1-May	24-Apr	30-Apr	23-Apr
25-May	11-May	23-May	9-May	15-May	8-May	14-May	7-May
1-Jun	18-May	30-May	16-May	29-May	22-May	28-May	21-May
15-Jun	8-Jun	13-Jun	6-Jun	12-Jun	5-Jun	11-Jun	4-Jun
29-Jun	22-Jun	27-Jun	20-Jun	26-Jun	19-Jun	25-Jun	18-Jun
6-Jul	13-Jul	4-Jul	11-Jul	3-Jul	10-Jul	2-Jul	9-Jul
27-Jul	20-Jul	25-Jul	18-Jul	24-Jul	17-Jul	23-Jul	16-Jul
10-Aug	3-Aug	8-Aug	1-Aug	7-Aug	31-Jul	6-Aug	30-Jul
24-Aug	17-Aug	22-Aug	15-Aug	21-Aug	14-Aug	20-Aug	13-Aug
31-Aug	7-Sep	5-Sep	29-Aug	4-Sep	28-Aug	3-Sep	27-Aug
21-Sep	14-Sep	19-Sep	12-Sep	18-Sep	11-Sep	17-Sep	10-Sep
5-Oct	28-Sep	3-Oct	26-Sep	2-Oct	25-Sep	1-Oct	24-Sep
19-Oct	12-Oct	17-Oct	10-Oct	9-Oct	16-Oct	15-Oct	8-Oct
2-Nov	26-Oct	31-Oct	24-Oct	30-Oct	23-Oct	29-Oct	22-Oct
9-Nov	16-Nov	14-Nov	7-Nov	13-Nov	6-Nov	12-Nov	5-Nov
30-Nov	23-Nov	28-Nov	21-Nov	27-Nov	20-Nov	26-Nov	19-Nov
14-Dec	7-Dec	12-Dec	5-Dec	11-Dec	4-Dec	10-Dec	3-Dec
28-Dec	21-Dec	26-Dec	19-Dec	25-Dec	18-Dec	24-Dec	17-Dec
						31-Dec	

## **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

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.
10. Any state or federally mandated Leave of Absence
11. Massachusetts State Sick Policy

#### **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 twice in the same day will be treated as one-half (1/2) occurrence. All others will be ½ a point per occurrence.

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

#### **Absenteeism will be addressed as follows:**

- At 3 occurrences, the employee will receive a Verbal Warning. Points for the verbal warning will be accounted for on a rotating 90-day basis
- 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 45 consecutive calendar days, s/he will drop back one corrective step and occurrence(s) for each 45 -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.

### **Pattern Absenteeism Policy**

When an employee demonstrates a Pattern of absenteeism, he or she makes it difficult for the company to meet the demands of its customers, causes additional work for fellow employees, and the excessive absenteeism affects safety, quality and morale.

Common Patterns of absenteeism are defined below. The company shall have the sole right to define additional patterns of abuse. The review period for pattern absenteeism will be 90 days.

If an employee has reached the "First Written Warning" stage under the Absenteeism Policy, two instances of any one or combination of patterns listed below within any 90-calendar day period will constitute a "pattern of absenteeism". Unless and except when an employee has earned the 45-day point reset under the Absenteeism policy more three times in any one calendar year. In such cases an employee shall fall under the pattern absenteeism policy if they have two instances of any one or combination of patterns listed below within any 90-day calendar period regardless of the number of points they have.

*Patterns include but are not limited to each occurrence of the following:*

- Any long weekend
- Consecutive day absences "two-for-ones"
- Leaving work early or arriving late
- Calling out within four weeks after a perfect attendance point reset award

*Any employee who establishes a pattern of absenteeism will be subject to the following:*

1. The perfect Attendance period for pattern absenteeism used to reduce an employee's warning points, will be extended to 90 days from the day a pattern of absenteeism is established. The employee is now subject to a 90-day reset period. If an Employee reaches the 90-day reset more than 2 times in any calendar year, upon reaching the 3<sup>rd</sup> time he or she will be terminated.
2. Any employee currently under the "pattern of absenteeism" who incurs 2 additional points shall be terminated.

3. Employees with patterns of absenteeism shall be charged one point instead of half a point for each occurrence of “Leaving Work Early” or Arriving Late”

An employee shall return to the “regular attendance” status if he/she completes a perfect attendance period under the Pattern Attendance Policy and described under Paragraph 1.

**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 designated Messaging Service, Inc (the messaging service is staffed with personnel and is accessible twenty-four (24) hours a day, seven days per week.

- 1- Call The designated messaging service. 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 the messaging service designated by the company at least one hour (1) prior to the start of the shift. Failing to comply with this rule will result in a One Point per occurrence in addition to any other points unless appropriate documentation is provided.*

Any new Attendance Policy agreed to by the Union and the Company will have all employees start with zero occurrences effective the date of ratification.

## EXHIBIT G



### SUBSTANCE ABUSE POLICY

#### SPRINGFIELD, MA PLANT

Effective January 1, 2019

#### PURPOSE

This policy sets out WestRock's commitment to a drug-free workplace and its expectations, procedures, testing and discipline of US based salaried and union hourly employees relating to the use of legal and illegal drugs and alcohol. All questions and concerns about this policy should be directed to your local HR representative and, alternatively, to the local Safety representative.

#### OVERVIEW OF THE POLICY

WestRock is committed to maintaining a safe, secure, healthy and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol.

Our Substance Abuse Policy does not tolerate the use of drugs or alcohol in the workplace in violation of this Policy. Having an illegal drug in your system or being under the influence of alcohol while working for the company, while on company business, while operating a company vehicle or while on company premises in violation of this Policy is considered gross misconduct. This Policy is both a standard for workplace conduct as well as a safety rule and applies to all Springfield plant employees.

#### PROHIBITED CONDUCT

Employees and applicants are strictly prohibited from engaging in the following conduct:

##### **Drug Prohibitions.**

This Policy applies to illegal and legal drugs. The term "illegal drug" includes any controlled or scheduled drug and any substances banned by federal or applicable state laws. "Illegal use of drugs" or "illegal drug use" includes use of any controlled or scheduled drug as defined by a US government agency that is not used in accordance with a health care provider's lawful prescription for the user or any use of substances banned by federal or applicable state laws and, hence, illegal under federal and/or state laws. If a drug is

illegal under federal law, but protected under state laws, it is considered illegal for purposes of this Policy.

Specifically, marijuana or cannabis (or related derivatives or synthetics) are illegal under federal law and are considered illegal drugs under this Policy, even if legal under state law. Only the prescribed use of such drugs (“Medical Marijuana”) when protected by state law in the state you report to work may be permitted and only in strict compliance with the specific terms of this Policy and the laws of that state.

With respect to illegal drugs, employees and applicants violate this Policy by engaging in the following conduct, regardless of when or where the conduct occurs.

- a. Testing positive in a confirmed company drug test or refusing to be tested.
- b. Possessing, being under the influence of, testing positive for, or otherwise having in one’s system, illegal drugs.
- c. Using, consuming, transporting, distributing or attempting to distribute, manufacturing, selling, or dispensing illegal drugs.
- d. Being convicted of any drug-related offense and/or failing to notify the company in writing of any criminal drug conviction within five (5) calendar days.

In addition to the above prohibitions on illegal drugs, employees also violate this Policy and applicable safety rules by testing positive on a drug test arising from prescribed drugs, over-the-counter drugs or prescribed controlled substances (including Medical Marijuana) and by engaging in any of the following activities:

- a. Unauthorized use of prescribed drugs includes exceeding the recommended prescribed dosage as to frequency or amount, using an expired prescription, or using others’ prescribed drugs. Whether prescription use is authorized is based on the determination of a Medical Review Officer who may consider factors such as prescription amount, prescription reason and the instructions provided.
- b. Failing to promptly advise a supervisor, manager or HR representative before beginning work of the use of a prescription or over-the-counter drug or controlled substance (including Medical Marijuana) which has an impairing effect if the employee is in a Safety Sensitive position (See “What is a Safety Sensitive Position?”) and such use has the potential to alter the employee’s ability to safely perform the essential functions of his or her job. (See “What About Impairing Effect Medications and Controlled Substances?”)
- c. Working under the influence of a prescription, over-the-counter drug or prescribed controlled substance (including Medical Marijuana) which has an impairing effect in violation of any agreement with the company regarding the use of such drug at work or prior to reporting for work.

## **Alcohol Prohibitions.**

With respect to alcohol, employees and applicants violate this Policy by engaging in the following conduct, regardless of when or where the conduct occurs.

- a. Being under the influence of alcohol (defined as alcohol content of 0.04 or higher) while engaged in work for the company or while operating company owned/leased/rented vehicles.
- b. Testing positive for alcohol in a confirmed company test or refusing to be tested.
- c. Engaging in any offensive, inappropriate or unsafe behavior related to alcohol consumption while performing work for the company or at any company-sponsored event.
- d. Failing to notify the company in writing within five (5) calendar days of any conviction or plea of guilty relative to any criminal alcohol offense.
- e. Failing to notify his or her supervisor before reporting to work if he or she believes that he or she is under the influence of alcohol in violation of this policy.

The company understands that there are times when employees may consume alcohol while performing work for the company or on company premises, i.e., at company approved functions, work events, social dinners or meetings with customers and vendors, among others. In such circumstances, the company expects its employees to exercise good judgment to determine when the use of alcohol is permissible and appropriate and to conduct themselves responsibly and professionally in deciding whether to consume alcohol and how much to consume.

## **Drugs or Alcohol on Company Premises/Confiscation.**

Employees are prohibited from storing illegal drugs or drug paraphernalia on company premises or in or on Company Property. "Company Property" includes but is not limited to desks, lockers, company-owned fleet or leased vehicles, personal vehicles used for company purposes, and personal vehicles parked on company premises.

Storage of containers of alcoholic beverages on company premises generally is prohibited. Local management in its sole discretion may make limited exceptions to this general policy after taking into consideration the reasons for storage, the nature of the facility and applicable safety policies and procedures. Employees must comply with any reasonable request by local management to remove or to discard any such open or unopened containers of alcoholic beverages.

The company reserves the right to conduct investigations of items stored on company premises and in employee vehicles on company premises, as permitted by applicable laws, as part of an inquiry into other workplace incidents, misconduct or drug/alcohol-related behavior.

All unlawfully possessed drugs, drug paraphernalia and alcohol found on company premises will be immediately confiscated and released to the local HR, Safety or Security representative for proper retention and further handling in compliance with

applicable federal, state, and local law. Illegal drugs and any accompanying drug paraphernalia will be turned over to local law enforcement as soon as reasonably possible after they have been confiscated.

### **Penalty for Violations**

Penalties related to drug and alcohol testing are detailed in the section titled “Drug and Alcohol Testing.”

All other violations of this Policy can result in disciplinary action up to and including termination of employment for gross misconduct connected with work, and violation of a safety rule for those employees working in a Safety Sensitive position, even for the first offense.

## **DRUG AND ALCOHOL TESTING**

### **Who Do We Test?**

All U.S. applicants who have been offered employment and US salaried and non-bargained hourly employees are subject to drug testing under this Policy. Contractors and temporary agency personnel shall be subject to testing under the terms and conditions of their employers’ agreements with the company, which shall include provisions for pre-employment, random, reasonable suspicion and post-accident drug testing in substantial conformity with this Policy. The state in which you are assigned to work may restrict certain testing categories.

### **How Do We Test?**

Drug and alcohol testing is done through chemical analysis which determines without question if a person has drugs or alcohol in his or her system. Subject to any applicable state law restrictions, specimens subject to testing include urine, breath, hair, oral fluids, blood or any product of the human body capable of revealing the presence of alcohol or drugs. Specimen collections, chain of custody and drug and alcohol tests will be in substantial compliance with the U.S. Department of Transportation (DOT) procedures. Federal Drug Administration (FDA) approved Rapid Screen drug and alcohol devices may be used, as allowed by applicable state laws, with laboratory confirmation testing, or other validation, for any non-negative result before adverse consequences are taken. To ensure accuracy, lab test procedures, using a laboratory licensed or approved by the applicable Department of Health or certified by Court Assistance Programs (CAP) or Health and Human Services (HHS), shall include a preliminary drug screening, two highly sophisticated scientific tests including adulterant detection, and a review of non-negative results by an independent Medical Review Officer. All positive initial tests are confirmed by gas chromatography – mass spectrometry (GC/MS) at cut off levels established by the DOT under Substance Abuse and Mental Health Services Administration (SAMHSA), or accepted industry standard for those drugs for which DOT cut off levels have not been established. An Alcohol Content of 0.04 or higher is classified as a positive alcohol test.

The drugs tested for may include all or some of the following: (1) Amphetamines (including Ecstasy); (2) Cannabinoids; (3) Cocaine; (4) Phencyclidine (PCP); (5) Opiates or a metabolite of any of the above substances. The company retains the right to conduct additional or expanded testing for mind altering synthetic narcotics, additional illegal drugs, designer drugs or impairing effect medications and substances for employees in Safety

Sensitive positions as may be determined to be reasonable in order for the company to fulfill its duty to provide a safe place to work.

### **Why and When Do We Test?**

*(The State in which you are assigned to work may restrict certain testing categories)*

- Pre-employment:
  - a) All WestRock applicants who have received a conditional offer of employment are subject to pre-employment drug testing.
  - b) Persons refusing to take the test will not be hired.
  - c) Persons tested and confirmed positive under this Policy will not be hired, unless applicable state law in the State where the employee would report for work modifies these consequences.
  
- Routine Fitness for Duty: An employee may be asked to submit to a drug or alcohol test as part of a routinely scheduled fitness for duty medical examination that is either part of this policy or that is scheduled routinely for all members of an employment classification or group.
  
- Random: Drug testing of employees is done without prior notice with equal probability of selection. Whenever an employee is selected for a random test, he or she will be notified of the selection and instructed to report to a collection site. Employees must comply with the instructions for reporting for testing. If an employee is traveling or away from the location site at the time of notification of testing, the employee must contact their local HR representative as soon as reasonably possible to make suitable arrangements for testing. In those states where the population of employees subject to random testing is limited by state law, the company will apply relevant state law in selecting employees for testing.
  
- Reasonable Suspicion: An employee may be required to submit to testing, as permitted by state law, when the company has a reasonable suspicion that an employee is or has used drugs or alcohol in violation of this Policy or a safety rule. Reasonable suspicion testing shall be based on specific and particular facts and reasonable inferences from those facts in light of experience. Examples of circumstances that may justify reasonable suspicion testing include, but are not limited to:
  - Reasonable suspicion that the employee uses or possesses, distributes or has attempted to distribute drugs or alcohol at the workplace in violation of this Policy or a safety rule.
  - The employee has been observed exhibiting physical symptoms, engaging in conduct, or behaving in a manner that is indicative of impairment from alcohol or drug use in the workplace in violation of this Policy or a safety rule.
  - A reliable and credible source (not anonymous) has reported the employee as using drugs or alcohol in violation of this Policy or a safety rule.
  - Credible evidence that the employee is selling, soliciting or transferring drugs or using drugs or alcohol outside of working hours such that there is a reasonable belief that his or her ability to work safely could be impaired.



- Post-Accident/Incident: An employee may be required to submit to testing, as permitted by state law, if the employee's action or inaction was likely a contributing factor (or cannot reasonably be discounted as a factor) to the accident/incident and there is reasonable basis to investigate whether drug or alcohol use may have caused or contributed to the accident/incident. An employee may also be required to submit to post-accident testing if such testing is required by state or federal laws or regulations (e.g., state workers' compensation regulations) or is required by a Site Owner, Customer or other similar third party as part of a premises access requirement or similar contractual obligation. Testing shall not be used to retaliate against any employee for reporting a workplace accident/incident.
- Post-Rehabilitation/Follow-up: An employee who has voluntarily requested rehabilitation prior to being called for testing may be subject to unannounced drug and/or alcohol testing under a Work Continuation Agreement to determine whether he or she is under the influence of drugs after successful completion of the rehabilitation program.
- Return to Work: An employee who has entered into a substance abuse rehabilitation program and is released to return to work by the treating SAP, EAP or licensed professional drug and alcohol counselor, must undergo a fitness for duty evaluation, which may include a drug test or alcohol test depending on the specific circumstances. Similarly, employees returning to work who would otherwise be subject to "fitness for duty" or "return to work" examinations by the company under local facility procedures, must also pass a drug test before returning to work.

#### **What If I Test Positive?**

A Medical Review Officer (MRO) will contact you to give you an opportunity to discuss your results before reporting them to the company as a verified positive. Any applicant or employee may request that their split specimen be tested at a second laboratory, with the applicant or employee responsible for the cost of the second test. An employee or applicant who receives a positive confirmed test result may contest or explain in confidence the result with the MRO within five (5) days after notification of a positive result and ask questions about prescription and non-prescription medications.

Any applicant who tests positive for drugs or alcohol under this Policy will have their conditional offer withdrawn. The cost of any retest or test of split specimen test requested by an applicant must be pre-paid by the applicant, but will be refunded if a negative test result is received on the retest.

Any employee who tests positive for drugs or alcohol under this Policy will be subject to immediate discharge. A last chance opportunity, under a written last chance agreement, following a positive random drug test is within the sole discretion of the Company and based upon a number of factors. The cost of a split specimen test requested by an employee or applicant must be pre-paid by the employee, but will be refunded if a negative test result is received on the retest.

Any employee who tests positive may be disqualified from receiving unemployment compensation benefits and/or forfeit eligibility for worker's compensation, medical and

indemnity benefits if the positive test is post-accident; the laws of the State where you report to work may modify these consequences.

Former employees terminated for testing positive for drugs or alcohol in violation of this Policy will be allowed to re-apply and to be considered for employment if they provide with their employment application written certification from a SAP, EAP Counselor, or other licensed professional drug and alcohol counselor, that they have satisfactorily completed a drug and alcohol rehabilitation program, confirm their commitment to complying with this Policy and safety rule and waive any potential future rights to a Last Chance Agreement under this Policy.

### **What If I Refuse to Test or Fail to Report for Testing?**

A refusal to provide a specimen for testing, unless the MRO determines a medically valid reason exists for your inability to provide a specimen, will be considered gross misconduct. Such gross misconduct will cause an applicant's conditional offer to be withdrawn and will subject an employee to immediate termination. Under applicable state law, no unemployment compensation benefits are available in such a circumstance.

Failure to report for an onsite specimen collection as directed to do so for random, reasonable suspicion or post-accident drug testing may be classified as a refusal to test. Failure to comply with a request for offsite specimen collection within the time specified at your location may be classified as a refusal. If you are traveling or have some other reason for delay, you are required to contact your local HR representative as soon as possible to report your reason for delay and receive direction how to proceed. Failure to timely report delay may be classified as refusal.

Refusal to provide a specimen for testing following an on the job accident may subject you to worker's compensation disqualification.

### **What If An Adulterant Is Found?**

The use of an adulterant (something added to a specimen to attempt to hide drug use) or the use of a substitute specimen (or any other attempt to defraud testing) is considered a refusal to test and a violation of the Policy. Such gross misconduct will cause an applicant's conditional offer to be withdrawn and will subject an employee to immediate termination. Certain state laws make attempting to defraud a drug test illegal.

### **EMPLOYEES IN SAFETY SENSITIVE POSITIONS**

Safety Sensitive positions are those positions in which the duties pose such a significant risk of injury to self or others, environmental injury and/or property damage, that even a momentary lapse of attention can have serious consequences. It is an essential job function and a safety rule applicable to every employee working in a Safety Sensitive Position to be able to work in a constant state of alertness and in a safe manner. Safety Sensitive Positions at WestRock specifically include, but may not be limited to, the following:

- Any position at a manufacturing location that has access to working areas requiring the use of personal protective equipment, such as hard hats, hearing protection, safety goggles, protective footwear, or similar equipment;
- Any position at a facility that is not classified as manufacturing but which requires access to working areas in which employees are required to use personal protective equipment (labs, research and testing facilities, woodyards, distribution facilities, etc.).

Other positions in the Company will be considered Safety Sensitive Positions for purposes of the company's random drug testing program because of their use of company cars, as detailed below:

- Any employee who participates in the company's Runzheimer (or other fleet or leasing) program; and
- Any employee having a company leased car.

If you are uncertain whether you are in a Safety Sensitive position, consult your local HR representative.

#### **Pre- Duty Reporting of Impairing Effect Medications or Substances**

Any employee working in a Safety Sensitive Position is required to inform his/her supervisor, HR or Safety representative before starting work that he or she is taking or using any prescription, over-the-counter medications, mind altering synthetic or designer drugs or other substance, including alcohol, which may have an impairing effect on their performance of safety-sensitive duties. This includes medical and recreational marijuana.

The Company will not be able to accommodate the use of recreational or Medical Marijuana for employees working in a Safety Sensitive position. However, for employees reporting for work in those states that specifically grant protection to Medical Marijuana cardholders, qualifying employees may request a reasonable accommodation by contacting local HR and such request will be appropriately evaluated.

If an employee in a Safety Sensitive position fails to disclose that he or she is taking or using an medication or substance with an impairing effect prior to being called for testing and the employee tests positive, is otherwise determined to be taking or using such, or is determined by the MRO to be a potential safety risk due to taking or using an impairing effect medication or substance, that employee will be subject to discipline, up to and including termination, for violation of this Policy and safety rule.

If disclosure is made, the Company reserves the right to send the employee for a Fitness-for-Duty evaluation to evaluate the medication or substance and its effects on the performance of safety-sensitive duties.

In advance of being called for testing, employees are encouraged to have their own doctor make an individualized assessment of any safety related risks of the medications or substances which they are taking or using, providing the doctor a copy of their job description and having the doctor to render an opinion on the safety related risks. The employee need not disclose to their supervisor or manager the medication or medical condition involved to fulfill the disclosure obligation of this Policy. All information provided will be kept separate from personnel files and in a confidential manner. The Company, in reliance on its medical provider, MRO or other medical professional will make the final determination on the safety related risks of any particular medication or substance with an impairing effect.

#### **WHAT IF I HAVE A SUBSTANCE ABUSE PROBLEM?**

The company recognizes that substance abuse can be a treatable problem and provides channels for help. WestRock maintains an Employee Assistance Program (EAP) to help employees and their families with personal issues. Employees who have substance abuse issues are expected and encouraged to voluntarily seek help from the EAP or a rehabilitation program before performance problems, being called for testing, or the need

for disciplinary action develops. Coverage for any rehabilitation program costs, including any wage replacement, will depend on the terms of each location's benefit programs.

## **RESPONSIBILITIES**

### **Employees**

Employees are responsible for complying with this Policy.

### **Managers and Supervisors**

Managers and supervisors are responsible for ensuring that their direct reports comply with this Policy and complete training as required by the company.

### **Human Resources and Safety**

The local HR representative, and alternatively the local Safety representative, is responsible for administering this Policy in a consistent manner, including the communication of this Policy to current and new employees, coordinating manager/supervisory training, ensuring Policy compliance, investigating Policy violations, providing counseling and ensuring appropriate disciplinary or other action is taken. Administration of this Policy will conform to any applicable federal, state, and/or local legal requirements. If there is no local HR representative at a particular site, then the local Safety representative shall serve this function.

## **VISITORS, VENDORS, & CONTRACTORS**

Visitors, vendors, contractors and subcontractors are required to take steps to ensure that they and their employees comply with the prohibitions regarding illegal drugs and alcohol under this Policy at all times while on WestRock property or WestRock business. WestRock reserves the right to bar from its premises or business any individual or firm that it believes to be in violation of the standards contained in this policy.

WestRock business units or facilities shall develop procedures to ensure that all visitors, vendors, contractors, and subcontractors do not bring with them the adverse impacts associated with substance abuse. Depending on the circumstances, such procedures may range from providing an escort for short-term visitors in safety or security sensitive areas of the operation to requiring that the substance abuse policy and practices of contractors working onsite for extended periods fully meet the requirements of this Policy.

## **CONFIDENTIALITY**

All information, interviews, reports, statements, memoranda, and drug and alcohol test results, written or otherwise received by the company through this Policy are confidential communications and will be maintained in a separate file. The company, any laboratory, EAP (if applicable), drug or alcohol treatment program or their agents who receive or have access to this information concerning drug test results shall keep it confidential. Release of such information under any other circumstances shall be solely pursuant to a signed written informed consent form, unless such release is compelled by a hearing officer or court of competent jurisdiction or if deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding or to respond to a government agency based on a claim filed by an employee or former employee, including workers' compensation and unemployment compensation claims. Additionally, the company, its agent, the laboratory or treatment program shall not be prohibited from releasing this information when consulting legal counsel in actions brought under or related to any applicable state statutes, or when such information is relevant to its defense in civil, criminal or administrative matter.

## **FEDERAL DRUG-FREE WORKPLACE ACT NOTIFICATION**

Pursuant to the requirements of the Federal Drug-Free Workplace Act of 1988 applicable to employers doing business with the federal government, WestRock hereby notifies all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and that the disciplinary actions set forth herein may be taken against employees who violate this policy.

## **DOT COVERED EMPLOYEES**

WestRock's Substance Abuse Policy is also applicable to DOT covered employees in the US. Additionally, employees who perform safety-sensitive functions regulated by the Federal Motor Carrier Administration are subject to substance abuse testing according to the company's Motor Carrier Policies. DOT Regulations preempt any inconsistent provision contained in WestRock's Substance Abuse Policy (under DOT Regulations this is considered a "Company Authority Policy") and state regulations.

## **NOTICES AND EFFECTIVE DATE**

WestRock will provide notice of its drug-free workplace on announcements of job openings and a summary notice of the Company's Substance Abuse Policy shall be posted on company bulletin boards or the equivalent. Compliance with this policy is a condition of your hire and continued employment. The company has developed its Substance Abuse Policy in substantial compliance with the applicable Drug-Free Workplace Acts in the states where you report to work. This may expand or restrict certain testing options or consequences.

Applicant testing, reasonable suspicion and post-accident testing under this policy will begin immediately. Sixty (60) days after the effective date of [TBD], all employees are subject to testing as outlined below. The existing drug and alcohol-testing program will remain in place until the effective date of this program.

APPENDIX A

**Substance Abuse Professionals**

**NATIONAL RESOURCES**

Employee Assistance Program (EAP) .....	1-888-327-4698 guidanceresources.com (web ID: GD8405G)
A2Z Alcohol & Drug Abuse-Addiction .....	1-800-274-2042
Al-Anon/Alateen Family Group Headquarters .....	1-800-356-9996
Alcoholics Anonymous World Service.....	1-212-870-3400
American Council on Alcoholism Helpline.....	1-800-527-5344
800 Cocaine--An Information and Referral Hotline .....	1-800-262-2463
Nar-Anon Family Group Headquarters .....	1-310-547-5800
Narcotics Anonymous... ..	1-818-773-9999
National Council on Alcoholism and Drug Dependency Helpline.....	1-800-622-2255



**NOTICE TO ALL EMPLOYEES AND  
APPLICANTS  
OF SUBSTANCE ABUSE POLICY**

**DRUG-FREE WORKPLACE**

WestRock (the company) is committed to maintaining a safe, healthy and productive working environment. You have the right to come to work without fear of interacting with someone under the influence of drugs or alcohol. If you have any questions you may contact the local HR Representative or alternatively the local Safety Manager.

While we do not wish to intrude into your private life, a personal problem like drug or alcohol abuse will affect work performance, workplace safety and public safety. All testing is considered confidential information and will be maintained separate from personnel files, but will be subject to disclosure in any civil or administrative proceeding initiated by the employee or as otherwise provided by law or regulation. Understand our Substance Abuse Policy does not tolerate the use of drugs or alcohol in the workplace in violation of this Policy, or having such in your system while working. We encourage any employee suffering from a substance abuse problem to seek help. If you need help, we can direct you to the appropriate treatment program or resource.

Notice of the company's Substance Abuse Policy testing will be provided on a job posting announcement and is posted in conspicuous locations on company premises. A copy of this Policy will be maintained in the local HR representative or local Safety representative offices and made available for review on request by all prospective job applicants or current employees.

Our program can help improve your health. Even if you do not use drugs or alcohol, this program will make your workplace safer and more productive, the company safer, and will help your friends and co-workers get the help they need. Compliance with this Policy is a condition of your continued employment. The company has developed its Substance Abuse Policy in substantial compliance with the applicable Drug-Free Workplace Acts in the states where you report to work. Applicant testing will begin immediately. Sixty (60) days after the effective date of January 1, 2018, all employees are subject to testing as outlined below. Any existing policy will remain in effect until that time.

We ask that every employee work together to make WestRock a Drug-Free Workplace as well as a safe and rewarding place to work.

**WESTROCK**

Substance Abuse Policy

Acknowledgement and Receipt

I have received a copy of the WestRock Substance Abuse Policy and with my signature acknowledge that I have read and understand the policy.

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Employee's Name (Please Print)

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Employee's Signature

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Date