

**Memorandum of Agreement (the “Master Agreement”)**

**By and Between**

**WestRock (the “Company”)**

**And**

**United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (the “Union” or the “United Steelworkers”)**

**(together the “Parties”)**

**I. Term and Coverage:**

- A. This Master Agreement (“Agreement”) will cover contracts with scheduled expiration dates occurring 1/1/2020 through 12/31/2023. See attached Appendix A for list of agreed upon expiration dates and coverage. This Master Agreement shall have a four (4) year term and each covered local contract will have a four-year term.
- B. Local Collective Bargaining Agreements (CBAs) covered by this Agreement will retain their inherent beginning and ending dates, as set forth in Appendix A. Unless provided otherwise in this Agreement, changes to CBAs will commence upon local ratification. The Parties agree to make a good faith effort to schedule and complete local negotiations prior to the local expiration of any local contract covered by this Agreement. CBAs that expire after 12/31/23 shall be negotiated locally unless and until a new pattern agreement is agreed upon.

Local bargaining will not reduce any key local contract provisions, which shall include but not be limited to vacation weeks, number of holidays, or elimination of recall rights, nor shall local bargaining change any provisions of this Master Agreement, without the mutual consent of WestRock and the USW International. If either party in local bargaining raises an issue that the other party claims is a key contract provision other than those listed above, or is an issue that cannot be discussed in local bargaining because it is subject to the Master Agreement or otherwise, then the issue shall be raised for resolution with the WRK VP Labor Relations and the WRK Union Council Chair (or their designees) for determination as to whether such issue is subject to local bargaining.

**II. Wages**

The wage improvements for local contracts shall receive the following general wage increases (GWI) on the CBA anniversaries, after ratification of the local CBA:

Date	General Wage Increase
First Day of the Local CBA	2.25%
First Anniversary of Local CBA	2.50%
Second Anniversary of Local CBA	2.25%
Third Anniversary of Local CBA	2.50%

The language in Appendix B which is Section 2, paragraph 2 of the 2014-2019 Master Agreement will continue.

### III. Health and Welfare

- A. Medical and Rx Plan – the CCP-U plan (see Appendix C) will continue without change and at the current 80/20 premium split, inclusive of the Wellness Benefit. A Wellness Program will be extended to spouses. The percentage of employees' annual premiums will be capped at 20%. However, if the 12-month cost trend, in advance of Open Enrollment each year, exceeds 6.5% in any year of this agreement, the parties agree to modify the plan so that the employer contribution does not exceed 80% of the cost of the Company's salaried and nonunion hourly standard CCP Plan and allows the Union's contribution to not exceed 20% of the CCP-U Plan.
- B. The Parties agree to establish a Labor Management Health Care Committee with International and Local Union Leaders (3 Mill Local Union Leaders and 3 Box Facility Local Union Leaders) to meet once per year for a one-day review of health care plan performance, rates, trends, etc. Any Wellness Program or provider changes shall be discussed in advance with this Committee to jointly develop a communication plan to explain any changes to the provider that would impact access to the benefit. The Company shall reimburse for the cost of travel and time off for these employees. The first meeting shall be held during the first calendar quarter of 2020 and shall include discussion of FMLA re-certification issues.
- C. The Company shall make available a formal health and wellness orientation program available at the beginning of each year which will include an explanation of primary/secondary coordination of benefits with spousal or partner plans.
- D. The Company and the Union agree 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.
- E. Dental Plans – the Dental Plans (see Appendix D) will continue without change at the current premium split. Eutaw will continue its current plan at the current cost share.

- F. Miscellaneous Health and Welfare Provisions will continue without change as set forth in Appendix E.

#### IV. Retirement

##### A. Defined Benefit Plan

The Pension multiplier for participating employees will increase effective 1.1.20 by \$1.25 for all past and future service and 1.1.22 by \$1.25 for all past and future service.

##### B. PIUMPF

1. Employees with PIUMPF service of less than 5 years as of 1.1.18 when WestRock withdrew from PIUMPF will receive credit for their service in PIUMPF under the WestRock pension plan.
2. Effective 1.1.20 for Employees at former PIUMPF facilities:
  - a. If such an Employee (i) becomes disabled and meets the requirements under the WestRock Pension Plan for a disability pension and (ii) is not yet eligible to draw a pension from PIUMPF, such Employee shall be provided a disability benefit under the WestRock Pension Plan equivalent to the disability benefit he or she would have received as if all years of service (both WestRock Pension Plan and PIUMPF) had been accrued under the WestRock Pension Plan. Such benefit shall continue until the Employee attains age 55.
  - b. Once an Employee described in paragraph 2(a) above attains age 55 such Employee will be provided with the WestRock Disability Pension he or she would otherwise receive under the WestRock Pension Plan, based on their actual benefit under the WestRock Pension Plan, without regard to Paragraph 2(a).
3. The language in paragraph 2 above shall be considered effective as 1.1.20 however individuals who became disabled since the PIUMPF withdrawal and apply to and meet the requirements under the WestRock pension plan for a disability pension will be provided the benefit as of the date of their application.

##### C. 401(k)

401(k) provisions are as set forth in Appendix F.

**V. Short Term Disability (STD) Insurance**

Increase weekly STD by \$10 per year to a maximum of 60% of the average of the location's base weekly wage, each January 1 during the Agreement. The benefit level will be calculated and confirmed based on the prior July 1 wage rates. Dallas Mill will continue in their current STD plan. Merced, Newark and Syracuse will continue in their home state disability plans. The St. Paul location shall be subject to the STD provision bargained in their local agreement. This Agreement shall not reduce any local contractual STD rates that provide a higher benefit.

**VI. Life Insurance & AD&D**

Increase the life insurance policy amount by \$1,000 a year to a maximum of 100% of the location's annual average base wage, each January 1 during the Agreement, based on the prior July 1 wage rate. Locations with a higher benefit amount will continue to not be reduced. Hopewell employees hired before 8-1-79 will remain at \$52,000. Hodge employees hired before 7-1-77 will continue their two times pay benefit. Florence fire brigade will keep their two-times pay benefit.

**VII. Severance**

The Company's formula for severance will be one week for each year of service up to twenty (20) weeks maximum, with unemployment offset as set forth in the 2014-2019 Master Agreement will continue. West Point will continue to retain the severance benefits in their collective bargaining agreement.

**VIII. Premium Pay**

The premium pay buyout as set forth in Appendix G and offered to all then Rock-Tenn locations as part of the 2014-2019 Master Agreement will be offered to those WestRock locations purchased since ratification of the 2014-2019 Master Agreement. The locations impacted by this language are identified in Appendix G.

**IX. Acquisitions**

Facilities acquired, and with expirations during the term of this Agreement will be permitted to roll into this Agreement under the same terms, provided the business situation at the location does not prompt the Parties to treat them differently.

**X. Successorship Language**

The current Successorship language is continued in Appendix H.

## XI. New Hire Orientation

The USW and WestRock support providing local unions with a reasonable amount of time to meet and orient newly hired employees with their union, the CBA, and local human resources.

In bargaining units where neither contractual language nor an established practice currently addresses New Hire Orientation, at the union's request, such a practice shall be discussed and agreed upon between management and the local union.

On a go-forward basis and only for those locations without contractual language or an established practice, in the interest of partnership and local cooperation, a plant-level Human Resources representative shall be invited to attend such orientation meetings; with the understanding that the Local Union shall set the agenda for the union orientation. In the event the parties are unable to agree upon a reasonable process for new hire orientation, then the issue shall be raised for resolution by the WestRock VP Labor Relations and the WRK Union Council Chair (or their designees).

## XII. Substance Abuse Policy

The Substance Abuse Policy (SAP) will continue with the addition of the Last Chance Agreement language as set forth in Appendix I and the following understandings:

- A. Better local CBA Last Chance Agreement provisions shall prevail, though the parties agree that the SAP is open for discussion during local bargaining in locations that have not adopted the USW-WestRock SAP.
- B. The Company commits that if federal law changes regarding the legality of marijuana, and a general acceptable test and thresholds for impairment from marijuana are developed over the course of this Agreement, the Company and the Union shall meet and discuss potential changes to the SAP.

## XIII. Safety and Health

The parties agree to the following items to improve health and safety relationship at both at the International/Corporate and Local Union/Local Management levels during the life of this Agreement:

### A. USW Effective Safety Committee Course

Mills – conduct USW Effective Safety Committee Course upon request of the USW, at mutually agreeable times and locations, and based on available resources (Goal: 2-3 mills a year)

Box – Regional Meetings on Effective Safety Committees upon request of the USW, at mutually agreeable times and locations, and based on available resources (Goal: 2-3 Regional Meetings a year)



- B. Annual USW/WestRock Safety Conference – the Company will attend the USW WestRock Union Council meetings each year of the Master for the purpose of co-conducting a Labor/Management safety conference. The Company shall cover the cost of one night of hotel for one person per Local and provide a luncheon for attendees in the first and third years of the Master Agreement.
- C. Right to Act – The USW and WestRock will work together to develop a mutual statement of support.
- D. The USW Local Union President (or designee) shall be notified of any safety incidents resulting in a recordable or lost work day.
- E. At locations where full-time hourly positions presently exist, Local Unions shall be permitted to provide input into the selection of full-time hourly safety representatives, though Management shall have full discretion \ in the final selection of such individuals at such locations This does not restrict the Parties at such locations from agreeing to better language locally. Better locally bargained CBA provisions shall prevail.

XIV. Enforcement

- A. This Master Agreement shall be enforced and any disputes resolved by the WestRock Vice President – Labor and the WestRock Union Council Chair who will meet as necessary towards effectuating and overseeing the administration of the Agreement.
- B. This process does not alter the grievance/arbitration processes in the local CBAs which are the exclusive recourse for alleged breaches any obligation contained in this Master Agreement.

XV. Effective Date and Expiration

This Agreement shall be effective upon ratification and continue until its expiration date of December 31, 2023.

	<u>2-5-20</u>		<u>2-5-20</u>
For the Company	Date	For the USW	Date
Robert McIntosh			
EVP, General Counsel & Secy			

	<u>2-5-20</u>		<u>2-5-20</u>
For the Company	Date	For the USW	Date

**Appendix A - Locations Covered by Agreement**

<b>Mills</b>		<b>Converters</b>	
<b>Facility</b>	<b>Current CBA Expiration Date</b>	<b>Facility</b>	<b>Current CBA Expiration Date</b>
Aurora, IL	2/1/2023	Adams, WI	10/31/2023
Chattanooga, TN	7/16/2022	Aston, PA	6/18/2020
Dallas, TX	3/31/2020	Battle Creek, MI	2/15/2020
Demopolis, AL	1/6/2020	Blue Ash, OH	6/19/2023
Eaton, IN	8/11/2022	Blue Springs, MO	12/31/2022
Evadale, TX	8/1/2022	Bradenton, FL	5/15/2021
Fernandina Beach, FL	5/29/2022	Brownstown, MI	1/31/2020
Florence, SC	9/1/2021	Camillus, NY	12/1/2022
Hodge, LA	6/30/2020	Cedar Rapids, IA	7/31/2020
Hopewell, VA	7/31/2021	Clinton, IA	3/16/2023
Jacksonville (Seminole), FL	6/28/2020	Coal Center, PA	10/31/2020
Lynchburg, VA	12/31/2021	Columbus, IN	1/21/2021
Panama City, FL	2/28/2022	Dallas RTS, TX	3/30/2021
Roanoke Rapids, NC	9/1/2020	Denver, CO	3/1/2023
Sheldon Springs (Missisquoi), VT	12/10/2022	Eutaw, AL	5/31/2021
Silsbee, TX	11/1/2022	Fernandina Beach, FL	7/15/2022
St. Paul, MN	5/1/2020	Fort Worth, TX	6/19/2020
Stevenson, AL	9/1/2021	Fresno, CA	5/31/2020
Stroudsberg, PA	10/13/2021	Galesburg, IL	9/30/2023
Tacoma, WA	8/31/2022	Germantown, WI	9/30/2021
West Point, VA	9/15/2023	Glendale, AZ	5/11/2022
		Highland, IL	6/25/2023
		Houston, TX	12/7/2023
		Humboldt, TN	6/2/2023
		Lancaster, PA	6/11/2023
		Liberty, MO	6/1/2021
		Low Moor, VA	9/1/2022
		Merced, CA	9/30/2021
		Mesquite, TX	7/31/2022
		Minneapolis, MN	3/1/2021
		Mishawaka, IN	10/30/2023
		Newark, NJ	9/30/2020
		North Tonawanda, NY	3/13/2021
		Ravenna, OH	6/19/2023
		Richmond, VA	1/15/2022
		Rogers, AR	3/31/2023
		Sioux City South, IA	11/1/2022
		Sioux Falls, SD	3/1/2022
		St. Cloud, MN	9/30/2022
		Winston-Salem, NC	6/18/2020

## Appendix B – Wages

The Company and the Union have agreed to work together to address issues associated with locations that are determined to be economically disadvantaged and wherein the competitiveness of the facility is in jeopardy.

The Company and the Union have worked together to review and establish revised new hire rates and to develop a new step progression program for all mills that will go into effect 1-1-15. New hire rates and the rates associated with a new hire before they are assigned to a regular department classification will be frozen for two years beginning 1-1-15 through 12-31-16. These rates will not receive the annual wage increase in the first and second year. Current employees, hired before 1-1-15, will not be affected by any provisions of the mill new hire structure (they are “grandfathered”). Certain newly hired maintenance employees (journeyman, machinists, electricians, E & I technicians) will be exempt from this restructure.

Beginning 1-1-15 all of the rates, with the exceptions noted above, will be reduced by 10% at the mills for the term of this master agreement to provide a training step program for new hires. These rates will receive the benefit of the annual general wage increases through the adjustment of the rates that they are reduced from. An employee will receive the new hire rate while working in the new hire classification or training on a job outside of the new hire classification. Once an employee qualifies on a job, and is able to perform that job without further training, he/she will receive 90% of the wage rate; while performing that job, for the first three years of their employment. After three years of employment, these new hires shall receive 100%



**Appendix C – Health Insurance**

Summary Table of Health Insurance Benefits	
CCP-U Plan - 2020	
Company Contribution to HSA*	\$532/\$1,064
Deductible **	\$1,400/\$2,800
Employee Deductible after HSA "Effective Deductible"	\$868/\$1,736
Out of Pocket Maximum **	\$2,500/\$5,000
Employee Out of Pocket Maximum after HSA "Effective Out of Pocket Maximum"	\$1,968/\$3,936
Lifetime Maximum paid by Plan	Unlimited
Coinsurance	<u>Company</u> pays 90% after deductible has been met
Office Visits	<u>Company</u> pays 90% after deductible has been met
Preventative Care	<u>Company</u> pays 100%, no deductible
Emergency Room Co Pay	<u>Company</u> pays 90% after deductible has been met
Hospital Inpatient	<u>Company</u> pays 90% after deductible has been met
Prescription Drugs – Retail	Employee can use HSA contribution
Generic	Preventive Drug List - <u>Company</u> pays 90%, no deductible; all others 90% after deductible
Brand	<u>Company</u> pays 90% after deductible has been met
	(employee's portion counts toward deductible and OOP Max)
Prescription Drugs -- Mail Order	Employee can use HSA contribution
Generic	Preventive Drug List - <u>Company</u> pays 90%, no deductible; all others 90% after deductible
Brand	<u>Company</u> pays 90% after deductible has been met
	(employee's portion counts toward deductible and OOP Max)
Notes:	HSA funded annually during first two weeks of January - owned 100% by employee even at termination or retirement
<p>* Company annual HSA contribution equal to 38% of deductible.  ** Deductibles and OOP Maximums may vary if necessary to maintain IRS Health Savings Account eligibility  Above illustrations are for in-network benefits only. This is a summary only. Details are found in the Summary Plan Description.</p>	

**The annual deductible in the CCP-U Plan shall be the minimum required each year by the IRS for the plan to be eligible for Health Savings Accounts. The Company's annual health savings account contribution in each year shall equal 38% of the annual deductible for such year. Company contributions to the health savings account are generally available by mid-January. The Company contribution is pro-rated for employees enrolling in the CCP-U Plan during the calendar year.**

**Generic preventive drugs (as determined by the Pharmacy Benefit Manager and in accordance with the health savings account regulations) will not be subject to the deductible if purchased in-network.**

**If an employee is not eligible for a health savings account (i.e. the employee is also covered by any other health plan that is not a qualified high deductible plan, or is age 65 or older and covered by Social Security and Medicare Part A Benefits), the annual contribution will be deposited into a health reimbursement arrangement which will roll over from year to year, but is not portable upon termination. Otherwise, an employee must open a Health Savings Account at the bank arranged for by the Company in order to eligible for Company contributions.**

**The Company will continue to offer the same Wellness Program offered to salaried/non union locations and include spouses. Employee 20% premium contributions to the CCP-U plan will be increased by \$600 annually (or the amount of the annual wellness incentive which shall not exceed \$1,000 during the course of this contract and would only be changed if changed for the Company's salaried/non-union program as well). Employees who do not participate in the Company health insurance plan will be incented with an opportunity to earn \$150 per year through wellness participation. Electronic access to the Wellness Program shall be provided in each facility.**

**The health insurance spousal surcharge shall remain at \$100 per month. Such surcharge will be paid by any employee whose working spouse is covered under the Company health insurance plan if such spouse declines available health insurance coverage from such spouse's employer and is covered as primary by the Company.**

**Current "Opt Out" programs that exist at some facilities will be continued for employees currently enrolled in such programs consistent with the language previously used to close and grandfather each such program, including an annual review.**

**Appendix D – Dental Insurance**

The Company will offer the Traditional and Traditional Plus plans. The benefit levels can be adjusted annually as long as the adjustments are identical to salaried/non-union plans.

	Traditional Plan In-Network	Traditional Plan Plus In-Network
Annual Deductible per Covered Person	\$50	\$50
Deductible Waived - Diagnostic & Preventive	Yes	Yes
Deductible Waived - Orthodontics	Yes	Yes
Annual Maximum per Person	\$1,000	\$2,000
Lifetime Orthodontic Maximum per Person	\$1,000	\$2,000
<b>Plan Pays:</b>		
Diagnostic & Preventive	100%	100%
Basic Restorative	80%	80%
Major Restorative	50%	50%
Orthodontics	50%	50%
<b>Orthodontic Covers</b>	<b>Dependent Children Only</b>	<b>Adults &amp; Dependent Children</b>
<p>Above summaries are for in-network benefits only. This is a summary only. Full and complete details are found in the Summary Plan Description.</p>		

**The Company will pay an amount equal to 50% of the premium for the Traditional Plan, with the employee paying the remaining amount of the premium for whichever plan such employee elects.**

**Notwithstanding the above, Eutaw will continue its current dental plan at 50% cost sharing.**

## **Appendix E – Miscellaneous Health & Welfare Items**

The period for benefit eligibility for health and welfare benefits shall be no less than two months.

All locations shall be eligible for standard Company Vision, EAP, Voluntary Life, Flexible Spending Accounts and Voluntary Supplemental Medical Plans.

If an employee is disabled, they shall be able to continue medical, dental, life and vision for the remainder of the month disability begins plus 12 months at active employee rates.

Payments for benefit continuation for any reason will be per Company administrative procedures and subject to change.

Employees shall be permitted to convert or port their basic life insurance coverage to an individual policy via application to the insurance company and paying the costs, provided carrier provides conversion and/or portability. Otherwise, the benefit ends the end of the month active employment concludes unless otherwise extended per provisions above.

## **Appendix F – 401(k)**

**Former SSCC plants that prior to the 2014 Master Agreement had an annual cap on match shall continue to be eligible for a 50% match on the first 6% of regular pay contributed with no match cap other than those required by the regulations. Matching will occur on up to forty (40) hours of regular pay per week.**

**New hires will be eligible for participation and match in 401(k) plan upon completion of ninety (90) day eligibility waiting period.**

**Demopolis, Fresno, Stevenson, Mesquite, Cedar Rapids, Battlecreek, Brownstown, Coal Center, Stroudsburg and North Tonawanda will continue with 401(k) match plan currently in place at such facilities with no hourly caps.**

Effective 1.1.20, USW employees described below employed in the locations listed below shall receive an additional 0.50% automatic annual company contribution on all wages to their 401(k) balances (no caps or 40 hour limitations) with 3 year cliff vesting in addition to their current 401(k) match. This provision applies to: Post-12.12.04 Demopolis employees, post 12.1.10 Stroudsburg employees, Stevenson, Fresno, Mesquite, Cedar Rapids, Battle Creek, Brownstown, Coal Center, and North Tonawanda. Effective 1.1.20 there shall be no hourly cap on the match at any of these listed locations.

**Roanoke Rapids shall continue with their Automatic Company Contribution Plan based on all earnings, their enhanced match for both Grandfathered and Non-Grandfathered employees and their annual additional 401(k) contributions in addition to the earnings based contributions.**

## **Appendix G – Premium Pay**

The Company agrees to offer locations purchased since the last Master Agreement that have special premium pay the option to retain it for up to four years from the expiration of their current local CBA or eliminate it at the beginning of their renewal agreement with a cash payout consistent with the Company's past practice as per the terms of the last Master that applied to all locations. The following will clarify the type of premium pay that will be impacted:

Overtime will not be calculated on more than one basis. There shall be no pyramiding of overtime. Elimination of overtime for working on Saturdays or Sundays (or 6<sup>th</sup> and or 7<sup>th</sup> consecutive day of work) that are not covered by time and one half for work over forty (40) hours in a week (That is overtime paid for Saturday or Sunday and/or 6<sup>th</sup> and 7<sup>th</sup> consecutive day of work "as such"); however time and one half will be paid for working over eight (8) consecutive hours in a work period; and double time will be paid for working over sixteen (16) consecutive work hours in a work period. The calculation of the buyout is based on the four (4) previous years of premium history. Locations that have double time after twelve (12) consecutive hours worked and/or double time after sixteen (16) consecutive hours worked, that have been through the negotiation of the elimination of premium time shall retain their local contract provisions for these categories for the duration of this Agreement. The buyout may be paid out under one of the following options (everyone at the location falls under the same option):

- ✓ Lump sum paid per employee upon ratification would be 75% of the past 4 years = \$ per employee
- ✓ Lump sum paid per employee spread over the 4 year agreement = \$ per year
- ✓ Lump sum paid per employee in any of the 4 years of the agreement reduced by each passing year amount. For example, if paid in 3<sup>rd</sup> year it is reduced by 3 years payout = \$ per employee.
- ✓ No lump sum paid and elimination of above defined premium time on the final day of the 4<sup>th</sup> year of the agreement.

The locations subject to this provision under this Agreement are the Low Moor Converter, as well as any other locations acquired during the term of the last Master Agreement or this current Master Agreement, where such premium pay exists

## Appendix H -- Successorship

The Company and the United Steelworkers (Union) agree to this Successorship Provision that will cover all existing USW represented facilities, and facilities organized by the USW in the future. This language will be considered part of any local collective bargaining agreement (CBA). Purchased facilities, represented by the USW will have this successorship provision added to any new agreement reached by the parties after the purchase.

1. The Company agrees that if, during the life of any local Collective Bargaining Agreement any or all of the USW-represented facilities are sold, leased, transferred or assigned, the Company shall inform the purchaser, lessee, transferee or assignee, of the exact terms of this Successorship Provision as well as the Master Agreement and the current applicable CBA. In addition, the Company shall make the sale, lease, transfer or assignment conditional upon the purchaser, lessee, transferee or assignee, assuming all the obligations of this successorship provision, the Master Agreement and the applicable CBA until its expiration date and treating the affected employees of the Bargaining Unit in accordance with the terms of the Master Agreement and applicable CBA.
2. All contractual agreements regarding seniority, including provisions for layoff and recall, shall be complied with by the purchaser (it being understood that the applicable purchase agreement shall require the purchaser to make its hiring decisions with respect to Bargaining Unit positions according to the contractual rules that would apply as though such hiring were a decision to recall or layoff Bargaining Unit employees), it is understood and agreed (a) that the purchaser will not be required to have the same number of employees in the applicable bargaining unit as the Company does at the time of the transaction, and (b) that the applicable purchase agreement may permit the purchaser to make changes in the benefit programs required by this Agreement provided that the benefits in all events continue to be substantially equivalent in the aggregate to those provided under the Master Agreement and the applicable CBA.
3. It is agreed that the Company's obligations under this Successorship Provision will be fully satisfied and the Company shall have no liability whatsoever of any kind or nature in any forum or court of competent jurisdiction so long as the purchaser agrees to those commitments set forth in Paragraphs Nos. 1 and 2, above, and the Union shall be considered the third party beneficiary of West Rock's right to insure the purchaser's successor commitments in the event the purchaser engages in a breach of the Master, applicable CBA and/or this Successorship Provision.

## **Appendix I – USW-WestRock Substance Abuse Policy**

Add the following to the current Substance Abuse Policy:

### **Last Chance Agreements (“LCA”)**

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 based upon a number of factors that must be met, as set forth below. 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.

If all of the following factors are satisfied the Company shall provide an LCA:

1. Employee must have more than one (1) year of service
2. Employee has tested positive for:
  - a) Marijuana, or
  - b) Schedule II controlled substance with an outdated prescription or prescription of immediate family member;
3. Employee must not have any previous LCA under this policy;
4. The positive drug screen in question must have resulted from a random test, not a post-accident or reasonable suspicion test;
5. Employee shall have no second step/level or higher documented discipline or performance warnings in the prior 12 months, nor be at a final warning for attendance (second step or higher level discipline subject to the grievance/arbitration procedure at the time of the test shall be excluded from consideration);
6. Any return to work following a positive drug test shall be conditioned upon successful completion of an approved substance abuse rehabilitation program, as well as a negative drug screen immediately prior to returning to work.

The WestRock Vice President of Labor Relations and a WestRock Legal Department representative shall be involved in reviewing that the above six factors are satisfied prior to finalizing any LCA. Where all above factors have been satisfied, an LCA shall be granted. The Company reserves the right to drug test, at its sole discretion and without limitation, any employee who has been returned to work under an LCA, for a period of 2 years following such return. Any employee who has been returned to work under an LCA, who subsequently fails a drug test, shall be terminated.



**Memorandum of Agreement**  
**Between the USW and Westrock**  
**Staffing/Overtime/Hours of Work**

The USW and WestRock (Parties) agree to form business group subcommittees to study the issue of excessive overtime with the goals of addressing problems, while enhancing facility productivity.

The business group subcommittees will study:

Consumer Mills

Containerboard Mills

Corrugated Container (this business group will include Folding Carton, Merchandising Display and RTS Packaging as well as Container facilities)

One (1) target location each from Consumer Mills, Containerboard Mills, and Corrugated Container will be identified for studies to identify issues and develop learnings to be shared with labor and management across the USW-represented WestRock system. The WestRock Vice President – Labor Relations, Location Management, the WestRock Union Council Chair, USW Staff Representatives and Local Union committees at the target facilities will comprise the subcommittees.

Each target location to be studied will begin with a labor/management meeting to review current status and improvement opportunities. This kick off meeting shall be attended by Senior Business Group Leadership, and other WestRock leadership, as determined by the Company. The parties will continue to meet locally to address identified issues.

Mandatory overtime as a result of supervisory set ups and special projects shall be included in this project and the Union may present its proposal from the 2019 Master Negotiations as an example of how to resolve the issue.

Subsequent meetings, including a meeting of each business group subcommittee will occur with timing as determined by the Parties.

This project does not prohibit any local from bringing any of the Staffing/Hours of Work/Overtime subjects up locally for resolution outside of the joint project.



Keith Halpern

WestRock Vice President – Labor Relations



Leeann Foster

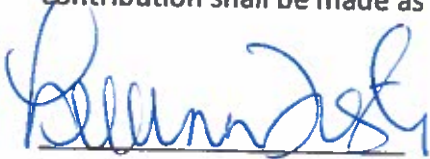
USW International Vice President

DATE: 2/5/2020

MEMORANDUM OF AGREEMENT

For the following locations without defined benefit plans and no Automatic Company Contribution into 401k the USW and WestRock agree as follows:

Effective January 1, 2020 for the Following Locations: Demopolis, Stevenson, Fresno, Mesquite, Cedar Rapids, Battle Creek, Brownstown, Coal Center, North Tonawanda and Stroudsburg the company will make an annual contribution to individual 401(k) balances of participating employees, equal to 0.50%, of all wages earned by each employee in the preceding 12 months. There shall be no hourly caps on this contribution at any of these locations. The first such contribution shall be made as soon as practicable in 2020.



For the USW

Date: 2/5/20



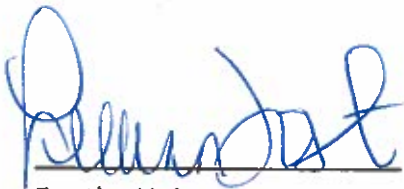
For WestRock

Date: 2/5/2020

Memorandum of Agreement

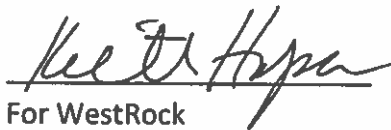
For locations receiving a defined benefit and no 401(k) participation opportunity (Chattanooga, Lancaster, and Lynchburg), the USW and WestRock agree as follows:

Employees in the above three plants shall be entitled to begin participation in the Company's 401(k) plan, effective January 1, 2020. They shall not receive a company match, though the subject of such match may be negotiated locally, in the next round of local bargaining.



For the Union

Date: 2.5.20



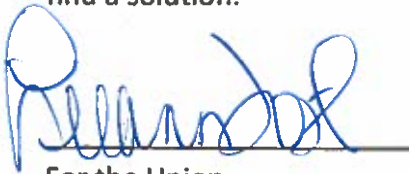
For WestRock

Date: 2/5/2020

## Memorandum of Agreement

This Memorandum of Agreement will document resolution of the issues of 401k loans for former Kapstone Locations as follows:

The Company will work with its 401(k) provider to investigate an interim solution to address the elimination of the option to take a second personal loan from 401(k) balances at the former Kapstone locations. The parties understand that contractual and/or regulatory legal constraints may limit options for a resolution, though the Company will make its best efforts to find a solution.



For the Union

Date: 2.5.20



For WestRock

Date: 2/5/2020

**Letter of Understanding – Wage Rate Adjustment Process**

December 5, 2019

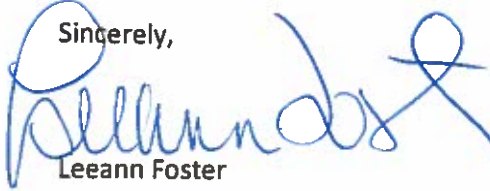
Keith Halpern  
WestRock Vice President -- Labor Relations  
ADDRESS

Re: Wage Rate Adjustment Process

Keith,

This letter confirms our agreement regarding the above-referenced item for USW-represented employees as follows:

The Company agrees that local unions may raise the subject of wage rate adjustments (including entry level rates) during the terms of their local agreements. Such concerns should be backed by relevant data. If the local parties are unable to agree, the Local Union shall have the right to raise the matter at the next local bargaining with involvement of the USW Paper Bargaining Staff at the request of the Local Union.

Sincerely,  
  
Leeann Foster  
USW International Vice President

Confirmed:

  
\_\_\_\_\_  
Keith Halpern  
WestRock Vice President – Labor Relations

2/5/2020  
\_\_\_\_\_  
Date

**Letter of Understanding – Subjects for Local Bargaining**

December 5, 2019

Keith Halpern  
WestRock Vice President -- Labor Relations  
ADDRESS

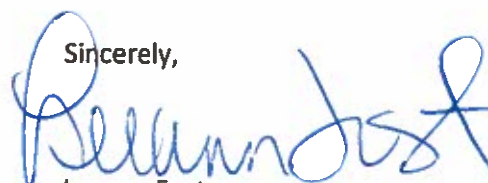
Re: Subjects for Local Bargaining

Keith,


This letter confirms that during the USW-WestRock Master Agreement Negotiations the Parties used the process to clarify that the following items are valid subjects for Local Bargaining and may be discussed locally:

- Overall vacation improvements including but not limited to: day at a time vacation; providing vacation time for new hires in the first year; and proposing to achieve or restore 5<sup>th</sup> and 6<sup>th</sup> weeks of vacation where it does not exist.
- Bereavement leave improvement including but not limited to modernizing language to account for memorial services instead of funerals.
- Paid sick leave
- Local Union leave improvements

Subjects for Local Bargaining are not limited to this list, although Master economic provisions will prevail. This above list is to provide clarity that these items can and should be raised during local bargaining, even if they are economic in nature.

Sincerely,  
  
Leeann Foster  
USW International Vice President

Confirmed:

  
\_\_\_\_\_  
Keith Halpern  
WestRock Vice President – Labor Relations

2/5/2020  
Date