

Master Labor Agreement 2012 – 2016

(December 21, 2012 – December 20, 2016)



NewPage Corporation 8540 Gander Creek Drive Miamisburg, OH 45342

NewPageCorp.com

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NEWPAGE
Labor Agreement
40 pages —
Proof 03, 7-9-13
4.25 x 7" B&W

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Memorandum of Agreement

By and Among
Escanaba Paper Company
Luke Paper Company
NewPage Wisconsin System Inc.
Rumford Paper Company
Wickliffe Paper Company LLC
(together, the "**Companies**")

And

United Steel, Paper and Forestry, Rubber, Manufacturing,
Energy, Allied Industrial and Services Workers
International Union
("USW")
International Brotherhood of Electrical Workers
("IBEW")
Teamsters, Chauffeurs, Warehousemen and Helpers
("Teamsters")
International Association of Machinists and
Aerospace Workers
("IAM")
Office & Professional Employees' International Union
("OPEIU")
United Association of Journeyman and Apprentices
of the Plumbing and Pipefitting Industry
("UA")
and their respective Local Unions
(together, the "**Unions**")

This Memorandum of Agreement ("**Agreement**") is a master agreement entered into between the Companies, on behalf of themselves and their respective successors and assigns, and the Unions, on behalf of themselves and their respective successors and assigns, at the Covered Locations (defined in Section 1.A).

The Companies and the Unions have bargained for, and entered into, this Agreement on a consensual basis. Neither this Agreement, nor the bargaining process which led to it, in any way alters the parties to any collective bargaining agreement at any of the Covered Locations, the scope of any previously established separate bargaining unit at any Company, or the previously certified or recognized representational jurisdiction of any Union.

I. SCOPE

A. Covered Locations.

This Agreement is applicable to the following Company locations ("**Covered Locations**"):

Central WI (Biron, WI; Wisconsin Rapids, WI; and Stevens Point, WI, including NewPage Office Operations)

Escanaba, MI
Luke, MD
Rumford, ME
Wickliffe, KY

B. Parties.

The parties to this Agreement with respect to each of the Covered Locations listed below are as follows (see also Appendix A):

Central WI:

NewPage Wisconsin System Inc.
USW and its Locals 2-94, 2-187 and 2-116
IAM and its Local 655
IBEW and its Local 1147
OPEIU and its Local 95
UA and its Local 434

Escanaba, MI:

Escanaba Paper Company
USW and its Local 2-21
IBEW and its Local 979
Teamsters and its Local 406

Luke, MD:

Luke Paper Company
USW and its Local 8-00676
IBEW and its Local 1653

Rumford, ME:

Rumford Paper Company
USW and its Local 4-900
IBEW and its Local 2144

Wickliffe, KY:

Wickliffe Paper Company LLC
USW and its Local 680

II. EFFECTIVE DATE AND DURATION, LOCATION AGREEMENTS AND RENEWAL AGREEMENTS, BANKRUPTCY COMMITMENT

A. Effective Date and Duration.

This Agreement is subject to ratification by the Unions and further subject to the approval of the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**") of each of the Companies' assumption of their respective Location Agreements, as modified by this Agreement, pursuant to section 365 of the U.S. Bankruptcy Code. This Agreement shall become effective upon the effective date of the Companies' plan of reorganization in bankruptcy (the "**Effective Date**"), except that the Wickliffe Agreement as set forth in Appendix F and Section II.E (Bankruptcy Commitments) shall become effective as of the date this Agreement is ratified by the Unions. Relevant provisions of this Agreement shall be incorporated into the plan of reorganization as appropriate. This Agreement shall continue in affect for a period of four (4) years following the Effective Date; however, the Renewal Agreements (defined in Section II.C) shall

remain in full force through their respective expiration dates. If this Agreement is not approved by the Bankruptcy Court, then this Agreement shall be of no force and effect and none of its provisions will be deemed to prejudice or impair any of the parties' respective rights and remedies, nor may it be used in any way against any of the parties in any litigation or contested matter.

The parties understand that the healthcare and retirement provisions in this Agreement will require a 90-day period of time to administratively prepare for the changes. Accordingly, this may delay the implementation of provisions having an effective date of January 1, 2013 if the Effective Date is later than October 1, 2012. Therefore, if the Effective Date is later than October 1, 2012, the affected provisions will have an effective date of the first of the month following 90 days from the Effective Date unless otherwise agreed to by the parties.

B. Location Agreements.

The parties agree that the existing collective bargaining agreements at the Covered Locations (the "**Location Agreements**") shall each remain in full force and effect, including any economic improvements set forth in the Location Agreements, until the expiration date set forth in the respective Location Agreement. There shall be no changes to the Location Agreements until their expiration dates except for improvements as set forth in this Agreement.

C. Renewal Agreements.

Upon their respective expiration dates, the Location Agreements shall be automatically renewed for a period as defined in Appendix A ("**Renewal Agreements**").

The Location Agreements shall remain in full force and effect as Renewal Agreements, there shall be no hiatus between the current Location Agreements and the Renewal Agreements and nothing shall modify the Location Agreements except as provided in this Agreement.

Each Renewal Agreement shall incorporate the economic provisions agreed upon and set forth below in this Agreement. Any such Renewal Agreement will remain in full force and effect through its respective expiration date as defined in Appendix A.

Any changes to any Renewal Agreement other than those set forth in this Agreement must be mutually agreed to by the Company and the Union(s) covered by a specific Renewal Agreement and shall be limited to subjects not specifically provided for in this Agreement (by way of example, there will be no bargaining over the pension or the healthcare or the general wage increase but local economics such as wage rate increases and local language issues may be discussed).

D. No Strike/No Lock-out.

Each Company agrees not to lock-out, and each Union agrees not to strike, at a Covered Location during the terms of the current respective Location and Renewal Agreements.

E. Bankruptcy Commitments.

Following ratification of this Agreement by the Unions, the Companies will seek Bankruptcy Court approval of this Agreement expeditiously, and agree to review the Form of Motion and Order with USW Counsel before filing. Also following ratification by the Unions, the parties agree that the Contract Protection/Successorship provisions in Section IV.A of this Agreement will take effect immediately upon Bankruptcy Court approval of this Agreement.

F. Grievance and Arbitration Rights.

As of the Effective Date, all provisions of Parts I through VI of this Agreement and its Appendices will be subject to the grievance and arbitration processes contained in the Location and Renewal Agreements.

III. ECONOMIC TERMS OF LOCATION AND RENEWAL AGREEMENTS

The Location Agreements shall be modified as set forth below prior to expiration with specific improvement or upon the expiration of the current Locations Agreements as Renewal Agreements.

A. Emergence Bonus.

In recognition of the changes in this Agreement made to assist the Companies in successfully achieving its operating objectives for the year and successfully emerging from bankruptcy, employees will receive a one-time lump sum bonus of \$1,000, less applicable withholding. These bonuses will be paid in the last pay period of March 2013. Active employees on the payroll on March 15, 2013 in all signatory bargaining units who have completed their probationary period will be eligible. If the Effective Date is after March 1, 2013, then the emergence bonus shall be paid within two weeks following the first of the month following the Effective Date.

B. Profit Sharing.

By the second anniversary of the Effective Date, the Companies and the USW International will meet to discuss the development and implementation of a new uniform profit sharing plan that would replace all other similar plans currently in effect (such as gain-sharing plans at certain sites). As currently contemplated, a uniform profit sharing plan would be based on the Companies achieving defined financial targets, such as Adjusted EBITDA, with distributions set at fixed dollar levels.

C. Wage Increases and Lump Sums.

1. The wage increase and lump sums previously agreed to in the Location Agreement will remain in effect and will be honored.
2. Renewal Agreements wage increases and lump sums are specified in Appendix B – Wages, along with the effective dates.

D. Healthcare.

1. Effective January 1, 2013 (subject to Section II.A) and continuing for the life of the Renewal Agreements all union employees will transition to the Advantage Plan described in Appendix C. This plan offers effective deductibles of a PPO arrangement with first dollar coverage through Health Reimbursement Arrangement (HRA) of a consumer driven plan and significant incentives

towards encouraging good health and proactive management of chronic conditions.

2. All hourly employees will have their healthcare costs pooled in developing premium equivalents ("premiums") and will have the same premiums. This will spread out the risks and provide greater stability in healthcare cost changes.
3. Healthcare premiums for 2013 are as shown below. These will be less than current costs for most employees. Appendix D shows 2013 subsidized employee contributions compared to 2013 projected employee contributions under current plans.

2013 Healthcare Employee Contributions
(Subsidized).

Employee only	\$80 per month
Employee plus Child(ren)	\$145 per month
Employee plus Spouse	\$164 per month
Employee plus Family	\$230 per month

4. Healthcare premiums for 2014 will reflect an 80/20 cost share plus a subsidy as follows:

Employee only	\$5 per month subsidy
Employee plus Child(ren)	\$10 per month subsidy
Employee plus Spouse	\$10 per month subsidy
Employee plus Family	\$20 per month subsidy
5. Healthcare premiums beyond 2014 will reflect an 80/20 cost share.
6. The Health Reimbursement Arrangement (HRA) shall be used by employees and retirees covered under the Company's healthcare plan for healthcare expenses for themselves, their spouses and dependents for qualified medical expenses as set forth by the IRS. Any unused credit in the HRA shall be rolled over from year-to-year. There shall be no cap on the amount of roll over from year-to-year or the account balance that may accrue in the HRA. The HRA will coordinate with a Flexible Spending Account (FSA). This is done on a plan level and there must be a consistent methodology followed for all plan participants. The HRA will be used first, and then the FSA funds. If you

terminate or retire, the HRA account may continue if you choose COBRA or continue in a Company sponsored medical plan if eligible for pre-65 medical coverage.

7. The Companies and the Unions shall form a Joint Healthcare Committee that shall meet twice a year for the first three years; after three years the parties will evaluate moving to conducting one of the meetings by Conference Call. Members of the Committee shall be the Vice President of Human Resources and/or his/her appointees for the Companies, the NewPage Council Chair, one USW International benefits expert, and a representative committee of Local Union leaders as follows:

- Wickliffe – 1 person from the USW Local
- Escanaba – 1 person from the USW Local
- Luke – 1 person from the USW Local
- Rumford – 1 person from the USW Local
- Central Wisconsin— a total of 5 as follows:
 - 1 USW person from each of Stevens Point, Biron and Wisconsin Rapids Covered Locations
 - 1 person to represent the trades at Biron and Wisconsin Rapids
 - 1 person to represent the OPEIU at Biron and Wisconsin Rapids

The applicable Company shall pay lost time, travel and other reasonable travel related expenses for the attendance of the Local Union representatives at the meeting.

At Central Wisconsin, the Company shall pay for three hours of lost time both the week before and the week after (for a total of 6 hours) for the 1 USW person at Biron, the 1 USW person at Wisconsin Rapids and the 1 trades and 1 OPEIU person to meet with 2 additional USW representatives and 2 additional trades/OPEIU representatives to hear input regarding the plan before the meeting and then brief their counterparts after the meeting.

At the other Covered Locations where there are non-USW locals, to facilitate involvement and engagement of the non-USW Locals, the Company will also pay the three hours of lost time both the week before and after the meeting (for a total of 6 hours) for the USW representative and the non-USW Local representative to meet to also hear input regarding the plan before the meeting and then brief them after the meeting.

Local Union representatives are expected to actively participate on their location's Wellness Committee. The Committee shall review the Plan design and operation, financial reports, claims data, annual rate (budgeted premium equivalent) renewals and other items necessary to review the performance of the Healthcare Plan. Discussions shall also include reviewing possible opportunities to enhance the plan's performance and contain costs such as wellness initiatives and other innovative projects.

Such meetings shall include, but not be limited to:

- Financial Report for the Plan: Budget Premium vs. Actual Costs for all covered union populations (including a breakout of Medical Claims, Prescription Drug Claims, and Administrative Fees)
- HIPPA Compliant Utilization Reports for the Plan, dependent on availability, examples of items on the reports may include:
 - Demographic information for the Plan (average number of employees, average age of employees, average number and age of covered lives)
 - Healthcare Utilization (hospital inpatient days, inpatient admissions, office visits, benchmark information)
 - Prescription Drug Utilization (Retail prescriptions, mail order prescriptions, totals, prescriptions per members, benchmark information)

- Cost Summary (average hospital inpatient costs, average outpatient costs, average physician visit costs, prescription drug average cost per prescription [retail, mail, total])
- Top 25 Prescription Drug (by total costs) used by the Plan (including drugs which will come off patent in coming years and by year)
- Top 10 Diagnostic Categories by Cost (inpatient and outpatient combined, broken out by numbers)
- High Cost Claims (exceeding \$50,000).

The work of the Committee shall include a review of the annual rate (budgeted premium equivalent) renewals, including the process used to set the budget premiums. Claims shall be pooled for purposes of setting the premiums from year to year and past experience shall be used to set the future budgeted premiums.

The local Union representatives on the Healthcare Committee are expected to participate and/or lead local Healthcare Cost containment and employee health improvement initiatives, which may be coordinated through their facility's Wellness Committee.

8. There shall be no changes to the dental or vision benefits as a result of this Agreement.
9. Nothing in this Agreement shall prohibit the parties from developing mutually agreed upon alternative medical, dental and vision arrangements during the life of this Agreement.

E. Pension.

Effective December 31, 2012 (subject to Section II.A) all Covered Locations will be transitioned to the Pension Program as set forth in Appendix E.

As a part of the agreement on pension, effective January 1, 2013 the 401k match for all "grandfathered" employees (defined on page 12) will be based on

compensable earnings (as defined in Appendix E) rather than base pay.

There two retirement plans outlined in Appendix E. As set forth in Appendix E, one plan is for "grandfathered" employees (age 55+ or age plus years of service equal to 75 or more), and a second plan is for all other employees. Grandfathered employees will have the option of either plan.

Any commitments in the Location Agreements to increase the pension multiplier will continue as set forth in Appendix E. Appendix E also sets forth that the Wickliffe mill will have multiplier increases in the pension multiplier as part of its contract settlement.

F. Life Insurance.

Upon the Effective Date, all Union employees will have \$80,000 in company-provided life insurance coverage plus \$80,000 in accidental death and dismemberment insurance coverage.

G. Accident & Sickness (A&S).

Renewal Agreements shall include a \$5 per year increase for A&S coverage for each year of the Renewal Agreements. The timing for these increases shall be 12 months from the date of the last increase in the respective contracts, except for the Wickliffe Covered Location as set forth in Appendix F. Local Unions with percentage-based A&S provisions will retain their current approach. Any A&S increases under Location Agreements will be honored.

H. Retiree Medical, Life Insurance and Death Benefits.

1. Pre-65 Retiree Medical plans will be terminated for active employees effective December 31, 2017.
2. Retiree Life Insurance and death benefits will be terminated for active employees at the expiration of the respective current Location Agreements.

I. Wickliffe Settlement.

This Agreement includes a seven year contract settlement for the Wickliffe Mill as set forth in Appendix F.

IV. UNION SECURITY

A. Contract Protection/Successorship.

The following shall be inserted in each Location Agreement as an Appendix entitled "Contract Protection/Successorship" and continued in each Renewal Agreement:

1. The Company agrees that it will not sell, convey, assign or otherwise transfer, using any form of transaction, any mill or significant part thereof that is covered by this Agreement (a "**Sale**") to any third party (a "**Buyer**"), unless the following conditions have been satisfied as of the closing of the Sale:
 - a. The Buyer has agreed in writing to recognize the Union as the bargaining representative for the Employees working at the mill(s) subject to the Sale; and
 - b. The Buyer has agreed in writing to either:
 - 1) Assume and apply the applicable existing collective bargaining agreement(s); or
 - 2) Negotiate a new agreement with the Union establishing the terms and conditions of employment to be effective.
 - c. This successorship provision will not apply to sales, leases or other transfers of assets that are not essential to pulp, power and papermaking operations.
2. The Company will be considered to have met the conditions of this Section if:
 - a. The Sale agreement (or other agreement) binds the Buyer to recognize the Union as the bargaining representative for the Employees working at the mill(s) subject to the Sale in accordance with Section 1a above; and
 - b. The Buyer has provided in writing to the Company reasonable assurances that it has complied with Section 1b above.

3. This Section shall not apply to, and a Sale will not be deemed to include, any transaction solely between the Company and any of its Affiliates or a public offering of registered securities.

B. Organizing.

In the interests of having a constructive relationship and maintaining it during an organizing campaign, the parties agree that the following ground rules will apply:

1. We will not make false or misleading statements about our employees, our organizations, or our collective agreements.
2. We will not engage in negative personal attacks on representatives or employees.
3. We will not communicate that the unionization of a facility will either cause the facility to close or prevent it from being closed.
4. We will not publicize or criticize the compensation or benefits of directors, officers, managers, or agents.
5. Both parties intend to take a position of fairness and honesty in the matter, providing accurate and timely information legitimately bearing on the employees' decision. We will only provide factual information about policies, practices and procedures.
6. Both parties will work to create an atmosphere free of coercion or intimidation. Neither party will threaten, interrogate, retaliate against any employee, or make false or misleading statements either prior to or during the actual campaign.
7. If there are issues during an organizing campaign they will be brought to the attention of the NewPage Director of Employee Relations and the USW NewPage Council Chair for resolution.
8. Nothing in this Code of Conduct is intended to limit the rights of employees or the parties during organizing campaigns to file charges with the National Labor Relations Board alleging violations of the National Labor Relations Act under the applicable statutory criteria; however, no such

charge shall allege as a separate theory that the alleged conduct violated this Agreement.

9. The parties, by mutual agreement, may permit alternate options for determining majority status, such as card check recognition.

C. Safety and Health.

The parties to this Agreement jointly commit to a continuing partnership in the area of occupational health and safety in order to create an injury-free work environment. We want all employees to go home from work every day in the same or better condition than they reported for work.

This work includes Joint Safety Committees at each mill that will provide leadership for an effective and comprehensive safety program at the mill. Each facility will jointly determine the structure that works best for their organization. Regular communication from the committee to all relevant parties will be an essential element in the committee's role.

The Companies and the USW International will jointly oversee the Safety Advocate program throughout the Companies and continue to make that an effective process by supporting and encouraging employee participation in safety involvement, awareness and improvement. The parties will jointly oversee safety efforts throughout the Companies, including, when appropriate, supporting both USW and NewPage safety conferences.

D. PAC Check-Off.

The Companies will deduct Political Action Committee (PAC) contributions for active Employees who have submitted authorization for such deductions from their wages. Such deductions shall be promptly remitted to the Secretary-Treasurer of the USW PAC Fund.

V. EXPIRATION AND RENEWAL

- A. Sixty days prior to the expiration date of this Agreement, the parties shall meet to attempt to reach agreement on a successor agreement. Either party may withdraw from such discussions at any time. This

Agreement creates no obligation to continue bargaining in this format except as provided for in this Section V.A and the existence of this Agreement in no way alters existing bargaining units or the parties to the Location or Renewal Agreements. The parties agree that such discussions will be voluntary and the formal legal requirements concerning collective bargaining will not apply.

- B. If the parties are unsuccessful in reaching a successor agreement to this Agreement, the Renewal Agreements established pursuant to this Agreement will remain in full force and effect through their individual respective expiration dates.

VI. ENFORCEMENT

- A. This Agreement shall be enforced and any disputes resolved by the NewPage Director of Employee Relations and the NewPage Union Council Chair who will meet as necessary towards effectuating and overseeing the administration of this Agreement.
- B. This process does not alter the grievance/arbitration processes in the Location Agreements or in the Renewal Agreements, which are the exclusive recourse for alleged breaches of the Location Agreements and the Renewal Agreements or any obligations contained in Sections I through VI of this Agreement.

AGREED TO:

UNIONS:

United Steelworkers
International Union
Jon Geenen
Jon Geenen

United Steelworkers
International Union
Michael Bolton
Michael Bolton

IBEW and its Local 1653
Eric See
Eric See

IBEW and its Local 979
Thomas Lippens
Thomas Lippens

IBEW and its Local 1147
Joseph A. Helmuth
Joseph A. Helmuth

IBEW and its Local 2144
Mark Steele
Mark Steele

Teamsters and its Local 406
Ronald Wait
Ronald Wait

Teamsters and its Local 406
Ronald Holzgen
Ronald Holzgen

IAM and its Local Lodge 655
Patrick J. Stashek
Patrick J. Stashek

OPEIU and its Local 95
JoAnn Habe, Chair
JoAnn Habe, Chair
Raymond C. Schmidt

UA and its Local 434
Todd Bencke
Todd Bencke

COMPANIES:

Escanaba Paper Company
Roger Roueau
Roger Roueau

Luke Paper Company
Richard Watro
Richard Watro

NewPage Wisconsin System Inc.
Lazlo M. Lukacs
Lazlo M. Lukacs

Rumford Paper Company
Gerald LeClaire
Gerald LeClaire

Wickliffe Paper Company LLC
John Fuller
John Fuller

Appendix A – Parties and Expiration Dates

Mill	Subsidiary	Union
Wickliffe	Wickliffe Paper Company LLC	USW
Luke	The Luke Paper Company	USW
	The Luke Paper Company	IBEW
Escanaba	The Escanaba Paper Company	USW
	The Escanaba Paper Company	IBEW
	The Escanaba Paper Company	Teamsters
Central Wisconsin	NewPage Wisconsin System Inc.	USW
	NewPage Wisconsin System Inc.	IAM
	NewPage Wisconsin System Inc.	IBEW
	NewPage Wisconsin System Inc.	OPEIU
	NewPage Wisconsin System Inc.	UAJ
Rumford	The Rumford Paper Company	USW
	The Rumford Paper Company	IBEW

Local Union	Current Expiration Date	Renewal Agreement Expiration Date
United Steelworkers Local 680	6/30/2010	6/30/2017
United Steelworkers Local 8-00676	12/1/2012	12/1/2016
International Brotherhood of Electrical Workers (IBEW) Local 1653	1/15/2013	12/1/2016
International Brotherhood of Electrical Workers (IBEW) Local 979	6/1/2014	6/1/2017
United Steelworkers Local 2-21		
Teamsters Chauffers Warehousemen and Helpers Local 406	7/1/2014	6/1/2017
United Steelworkers Local 2-94, Local 2-187, Local 2-116	3/31/2015	3/31/2018
International Association of Machinists and Aerospace Workers Local 655	9/30/2015	3/31/2018
International Brotherhood of Electrical Workers (IBEW) Local 1147		
Office & Professional Employees' International Union Local 95		
United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry Local 434		
United Steelworkers Local 4-900	6/30/2015	6/30/2018
International Brotherhood of Electrical Workers (IBEW) Local 2144	11/30/2015	6/30/2018

Appendix B – Wage Increases

Mill	Union	Effective Date for Wages**	2010	2011	2012
Wickliffe	USW	1-Jul	\$2,500 effective at ratification		
	Luke	USW			0%
Luke	IBEW	15-Jan			
	Escanaba	USW	1-Jun		
IBEW					
Teamsters		1-Jul			
Central Wisconsin	USW	31-Mar			
	IAM	30-Sep			
	IBEW				
	OPEIU				
	UAJ				
Rumford	USW	1-Jul			
	IBEW	1-Jul			

** In all cases, the effective date for any given year will be set to the beginning of the pay period nearest the effective date.

2013	2014	2015	2016	2017
0%	1%	2%	1.5%	
1%	2%	1.5%		
0%	1%	2%	1.5%	
	0%	1%	2%	
	0%	1%	2%	
		0%	1%	2%
		0%	1%	2%
		0%	1%	2%
		0%	1%	2%

Note: Wage Increases and lump sums and any other economic improvements in existing contracts do not appear but remain in effect and will be honored.

Appendix C – Advantage Plan

Summary of Services	HRA	
	In-Network	Out-of-Network
Network	Anthem Blue Cross Blue Shield	
HRA (Health Reimbursement Account)	\$500 Employee \$750 Employee + Spouse or Employee + Child(ren) \$1,000 Employee + Family Plus Healthy Rewards HRA dollars used first before moving into deductible	
MyHealth Rewards	MyHealth Assessment - \$100 for completion for employee and spouse (Confidential and HIPAA protected) Personal Health Coach - \$100 for enrollment; \$200 for completion Applies to all family members Tobacco Treatment and/or Healthy Weight Program - \$200 for completion Tobacco applies to participants age 18 or over Healthy Weight Program all family members	
Annual Deductible	\$1,000 / \$1,500 / \$2,000 (includes HRA contribution)	\$1,500 / \$2,250 / \$3,000 (includes HRA contribution)
Effective Deductible (After HRA)	\$500 / \$750 / \$1,000	\$1,000 / \$1,500 / \$2,000
Coinsurance Amount <i>(max employee pays each year after the deductible)</i>	\$1,500 / \$2,250 / \$3,000	\$3,000 / \$4,500 / \$6,000
Traditional Health Care (THC) <i>(co-insurance after deductible)</i> <i>(Employee responsibility)</i>	20%	40%
Out-of-Pocket (OOP) Maximum <i>(max employee pays each year deductible + coinsurance)</i>	\$2,500 / \$3,750 / \$5,000 (includes prescription drug costs and HRA contribution)	\$4,500 / \$6,750 / \$9,000 (includes prescription drug costs and HRA contribution)
Effective OOP Maximum (After HRA)	\$2,000 / \$3,000 / \$4,000	\$4,000 / \$6,000 / \$8,000
Lifetime Maximum Unlimited		
Hospital Services	Precertification required for certain services	
Inpatient Care	80% after deductible	60% after the deductible
Emergency Room	Employee pays 20% coinsurance with \$250 max	60% after the deductible
Outpatient Care		
§ Medically necessary services and supplies	80% after deductible	60% after the deductible

Rate sharing shall remain at 80% Company, 20% Union throughout the life of the agreement, unless less Union contribution is agreed to by the parties to address a specific situation. The health care plans agreed to between the Company and the Union shall remain in place for the life of each renewal agreement.

Summary of Services	HRA	
	In-Network	Out-of-Network
Network	Anthem Blue Cross Blue Shield	
Physician Services		
§ Office Visit	80% after deductible	60% after the deductible
§ Diagnostic <i>X-rays/lab procedures charged by doctor</i>	80% after deductible	60% after the deductible
Preventive/Routine Care		
<i>Coverage based on nationally recognized guidelines described in regulations issued by the Department of Health and Human Services</i>	Covered at 100%	Covered up to 100% maximum allowable amount
Prescription Drugs		
§ Retail <i>per prescription or refill</i>	EE portion paid by HRA then EE pays after the deductible: 20% for generic to \$5 max 20% brand-name formulary to \$50 max 40% brand name non formulary to \$75 max	60% after deductible
§ Mail <i>up to 3 month supply per prescription</i>	EE portion paid by HRA then EE pays after the deductible: 20% for generic to \$12 max 20% brand-name formulary to \$100 max 40% brand name non formulary to \$150 max	60% after deductible
Value-based Healthcare - Company will cover the cost of prescriptions for participants in any of the designated chronic conditions. For diabetics this includes supplies, etc.	Based on diagnosis of the following chronic conditions: Diabetes, Hypertension, High Cholesterol Coverage requires: Participation in the plan's condition care program; and mandatory mail order Specialty Drugs - \$50 copay does not apply to deductible	

This commitment exists despite any language in the summary plan descriptions or plan documents to the contrary. This shall not affect the right of the Company to make administrative or carrier changes as long as the network remains substantially equivalent in the aggregate.

Appendix D – Employee Healthcare Contributions

2013 Subsidized Employee Health Care Contributions
 For New Plan Compared to 2013 Projections for Current Plans
 (for illustrative purposes only)

			Current Plans 2013 Monthly EE Rate Projections ⁽¹⁾			
Location	Union	Plan	EE	EE + Spouse	EE + Child (ren)	Family
Escanaba	IBEW 979	PPO I	\$144.03	\$302.47	\$273.67	\$432.11
		PPO II	\$131.65	\$276.46	\$250.13	\$394.94
		HRA	\$84.11	\$176.84	\$159.73	\$252.34
	USW 2-21	PPO I	\$104.81	\$220.09	\$199.14	\$314.43
		PPO II	\$91.97	\$193.13	\$174.73	\$275.89
		HRA	\$86.78	\$183.97	\$140.58	\$260.35
	IBT 406	PPO I	\$83.99	\$167.98	\$151.18	\$221.25
		PPO II	\$76.76	\$159.67	\$143.70	\$202.22
		HRA	\$69.54	\$139.08	\$125.18	\$183.19
Luke	USW 676	PPO I	\$122.65	\$262.03	\$223.95	\$288.33
		PPO II	\$113.77	\$243.07	\$207.75	\$267.47
		HRA	\$116.52	\$248.93	\$212.75	\$273.91
Rumford	IBEW 2144	HRA	\$112.71	\$236.69	\$214.15	\$338.13
		HSA	\$100.83	\$211.73	\$206.37	\$302.47
Wickliffe	USW 680	PPO	\$158.23	\$448.49	\$448.59	\$448.59
Central Wisconsin	All	PPO	\$136.18	\$280.03	\$359.23	\$359.23
		HRA	\$91.13	\$175.02	\$233.71	\$233.71

⁽¹⁾ 2013 Rates trended at 8.4%

New Plans – Monthly 2013 Subsidized Rate Savings				New Plans – Yearly 2013 Subsidized Rate Savings			
EE	EE + Spouse	EE + Child (ren)	Family	EE	EE + Spouse	EE + Child (ren)	Family
\$80.00	\$164.00	\$145.00	\$230.00				
(64.03)	(138.47)	(128.67)	(202.11)	(768.36)	(1,661.64)	(1,544.04)	(2,425.32)
(51.65)	(112.46)	(105.13)	(164.94)	(619.80)	(1,349.52)	(1,261.56)	(1,979.28)
(4.11)	(12.65)	(14.73)	(22.34)	(49.32)	(151.80)	(176.76)	(268.08)
(24.81)	(56.09)	(54.14)	(84.43)	(297.72)	(673.08)	(649.68)	(1,013.16)
(11.97)	(29.13)	(29.73)	(45.89)	(143.64)	(349.56)	(356.76)	(550.68)
(6.78)	(19.97)	4.42	(30.35)	(81.36)	(239.64)	53.04	(364.20)
(3.99)	(3.98)	(6.18)	8.75	(47.88)	(47.76)	(74.16)	105.00
3.24	4.33	1.30	27.78	38.88	51.96	15.60	333.36
10.46	24.92	19.82	46.81	125.52	299.04	237.84	561.72
(42.65)	(98.03)	(78.95)	(58.33)	(511.80)	(1,176.36)	(947.40)	(699.96)
(33.77)	(79.07)	(62.75)	(37.47)	(405.24)	(948.84)	(753.00)	(449.64)
(36.52)	(84.93)	(67.75)	(43.91)	(438.24)	(1,019.16)	(813.00)	(526.92)
(32.71)	(72.69)	(69.15)	(108.13)	(392.52)	(872.28)	(829.80)	(1,297.56)
(20.83)	(47.73)	(61.37)	(72.47)	(249.96)	(572.76)	(736.44)	(869.64)
(78.23)	(284.59)	(303.59)	(218.59)	(938.76)	(3415.08)	(3643.08)	(2,623.08)
(56.18)	(116.03)	(214.23)	(129.23)	(674.16)	(1,392.36)	(2570.56)	(1,550.76)
(11.13)	(11.02)	(88.71)	(3.71)	(133.56)	(132.24)	(1064.52)	(44.52)

Appendix E – Retirement - Pension and 401K

The NewPage Retirement Plan for Bargained Hourly Employees (the "DB plan") will be closed to all new hires. Going forward, eligibility for DB plan benefit accruals will be determined by years of service and age as of March 31, 2013 (Effective Date).

I. DEFINED BENEFIT PLANS

1. Grandfathered Employees

- a) As of the Effective Date, a DB plan participant who is (1) at least 55 years of age, or (2) whose age and years of service (including service from predecessor companies) equal 75 or more, will be a "Grandfathered Employee" and will continue to accrue benefits without change under the DB Plan.
- b) Pension Multipliers
 - i. Scheduled Multiplier Increases – For each collective bargaining agreement that as of the Effective Date of this Agreement calls for multiplier increases to be effective in the future (Scheduled Multiplier Increases), the Company shall increase the pension multiplier according to the current amount and on the currently scheduled dates.
 - ii. Wickliffe Future Multiplier Increases – the Company, beginning on January 1, 2013 and continuing on each subsequent January 1 in the following years of this Agreement, shall increase the pension multiplier at its Wickliffe facility by \$1 (Future Multiplier Increases). Notwithstanding the expiration of this Agreement, the Future Multiplier Increases shall not extend beyond \$4.

Should the Company not have emerged from bankruptcy at the time of the first scheduled Future Multiplier Increase (called for in the first paragraph of 1b) ii. above), the first Future Multiplier Increase shall go into effect upon emergence from bankruptcy. The remaining \$1 Future Multiplier Increases will go into effect

each subsequent year, not to extend beyond \$4 total – \$1 per year over 4 years time. Furthermore, the Future Multiplier Increases shall apply to the monthly multiplier amounts for any Employee who retired after January 1, 2013.

The first Future Pension Multiplier Increase shall apply to Wickliffe Employees who retired since the expiration of the previous collective bargaining agreement, in the following manner:

Employees who retired following the last pension increase in the previous collective bargaining agreement shall have their pension multiplier increased by \$1, effective with the first scheduled Future Multiplier Increase.

c) Future Automatic Company Contributions

Twelve (12) months following the last Scheduled Multiplier Increases or Future Multiplier Increases, the Company shall contribute three percent (3%) of a Grandfathered Employee's eligible pay to the NewPage Retirement Savings Plan ("the Savings Plan"). This contribution will be made on an annual basis and will be prorated for a partial year. This Automatic Company Contribution is in lieu of any Scheduled and Future Multiplier Increases beyond those outlined in paragraph 1b) above.

d) Coincident with the commencement of the Automatic Company Contributions stated above, Grandfathered Employees at locations that currently have 401k matches will receive a 3% match (100% on the first 3% of employee contribution based on eligible pay). Grandfathered Employees who are not currently receiving a 401k match will not receive this 3% match.

e) Future Automatic Company Contributions shall include time spent on both Company-paid as well as Union-paid approved union business pursuant to Section III.

f) By February 15, 2013 DB Plan participants who could be considered Grandfathered Employees shall

inform the Company whether they wish to be covered by the provisions of 1) above, or be considered a Non-Grandfathered Employee as described in 2) below.

2. Non-Grandfathered Employees and New Hires

- a) As of the Effective Date, a DB Plan participant who is (1) less than 55 years of age or (2) whose age plus years of service total less than 75 will be a "Non-Grandfathered Employee."
- b) Non-Grandfathered Employees will receive any Scheduled Multiplier Increases and Future Multiplier Increases to which the participant is eligible.
- c) A Non-Grandfathered Employee's DB Plan benefit accruals will be frozen as of the Effective Date, but he will continue to accrue age and service for purposes of vesting and early retirement eligibility.
- d) Employees hired on or after the Effective Date will be "New Hires" and will not be eligible to participate in any Company sponsored DB Plan.

Pension Freeze

The Company shall amend the NewPage Retirement Plan for Bargained Hourly Employees to reflect the foregoing provisions. The Company will submit copies of applicable amendments to the respective Unions representing employees covered by the DB plan for review and agreement prior to finalization.

The Company further intends to fund the DB plan in such a legally permitted way so that the Scheduled Multiplier Increases and Future Multiplier Increases shall go into effect.

II. DEFINED CONTRIBUTION RETIREMENT PLAN

On the Effective Date (or as soon thereafter as practical), the NewPage Retirement Savings Plan (the existing 401k Plan) shall be amended as follows:

1. Company Contributions – Non-Grandfathered Employees

a) Company Matching Contributions.

- i As of the Effective Date, the Company will contribute up to four percent (4%) of pay if the employee contributes at least six percent (6%) of eligible pay to the Savings Plan. If the employee contributes less than six percent (6%) of pay to the Savings Plan, the Company shall contribute at a rate of \$1.00 matched for every \$1.00 contributed on the first two percent (2%) of pay and \$0.50 matched for every \$1.00 contributed on the next four percent (4%) of pay.
- ii Company Matching Contributions shall include time spent on both Company-paid as well as Union-paid approved union business pursuant to Section III below.

b) Company Automatic Contributions.

- i As of the Effective Date, the Company will make Automatic Contributions to the Savings Plan for all New Hires and Non-Grandfathered Employees as defined below.
- ii Annually Automatic Company Contributions will be made as a percentage of the employee's eligible pay, based on a combination of the participant's age plus service as described in the schedule below. Contributions will be made to employees' accounts each January of the following year. The 2013 contributions will be made in January 2014 and so on. For the first year, contributions will be effective April 1, 2013.

Age + Service	Auto Contribution
Less than 40	2.5% of pay
40 to 49	3.5% of pay
50 to 59	4.5% of pay
60 to 69	5.5% of pay
70 or more	6.5% of pay

- iii The company will make contributions to individual accounts in the same manner as active employees when an employee is not at work and on Accident and Sickness leave, workers' compensation, long-term disability, leave and both Company- and Union-paid business pursuant to Section III below for up to 12 months based on average pay period earnings from the previous six months before the absence began. It is the company's intent to make contributions for employees who are absent from work due to Accident and Sickness leave, workers' compensation, long-term disability for up to 12 months, as well as those employees away from work on approved union business pursuant to Section III below. For workers compensation, if required by state law, the contributions will continue beyond 12 months and for as long as required by the applicable state and federal laws. The employee must be off work for at least 2 weeks during the plan year, for one of the provisions listed in this paragraph, for this requirement to apply. This process will need to be finalized so as not to conflict with compliance requirements in the qualified Savings Plan.

2. General Savings Plan Provisions

- a) Upon the Plan's effective date, New Hires' accounts will be reallocated to a target date fund that closely approximates the New Hires' retirement date. New Hires will have the option to stop this reallocation prior to the effective date.
- b) The Savings Plan will continue to permit two (2) outstanding loans or hardship withdrawals only on Employee contributions.
- c) The company agrees to review the investment options and fees in the Savings Plan, on a periodic basis, with a committee consisting of the Unions that represent workers in facilities covered by this Agreement. That committee will make

recommendations that the Company agrees to consider, so long as the recommendations do not violate fiduciary responsibilities.

- d) During the term of this agreement, eligible employees may make pre-tax contributions to the Savings Plan.
- e) Company Automatic contributions will be 100% vested once the participant has three years of service with the Company. Should the Company close a facility covered by this Agreement, participants at said facility will be immediately vested. Company matching contributions will continue to be immediately 100% vested.
- f) Each year an employee's contribution percentage will be automatically increased by one (1) percent until the employee's contribution percentage reaches ten (10) percent. The employee may opt-out of having this increase apply.
- g) New hires will be immediately eligible to participate in the Savings Plan and will be automatically enrolled in the Savings Plan at a six percent (6%) employee contribution level.

3. Investment Education

- a) While the parties realize they cannot provide financial advice, they do recognize the value of employee awareness and participation in investment education programs. As such, the company commits to continue to offer access to educational and planning services provided by its Savings Plan provider(s).
- b) Such services include but are not limited to, employee communication and education, asset allocation, and retirement planning education. These services will continue to be provided at the individual sites.

4. LTD Disability Insurance

A Company-provided long-term disability ("LTD") benefit will be provided for those Non-Grandfathered

employees who participate in the Savings Plan. Benefits will provide 50% income replacement based on an employee's permanent rate and regular work schedule at the onset of the disability. Disability benefits will be offset by other disability income as defined under the current hourly optional LTD plans provided by the company.

The Company shall include an option for Employees to purchase additional LTD benefits, at the Employee's expense.

As soon as practical, the Company shall discuss and decide upon eligibility criteria for LTD benefits with the Unions.

III. OTHER PROVISIONS

1. Full-time Union Officers

Full-time USW Presidents at Luke and Rumford who are paid by the local union shall have their 401k retirement benefits administered as follows:

Grandfathered – If the officer is a grandfathered employee, their annual fixed 3% contribution and an amount equivalent to a 3% match will be contributed to their 401k account on an annual basis. To administer the annual contributions, the officer shall annually provide their eligible earnings to the company so the proper contributions can be calculated. Contributions will be based on the employee's W-2 Box 1 earnings.

Non-Grandfathered – If the officer is a non-grandfathered employee, their annual fixed contribution based on their age & service, and an amount equivalent to a 4% match will be contributed to their 401k account on an annual basis. To administer the annual contributions, the officer shall annually provide their eligible earnings to the company so the proper contributions can be calculated. Contributions will be based on the employee's W-2 Box 1 earnings.

2. Non Full-time Union Officers

The parties recognize that elected non-full time union officers can spend significant time released for union business, and this could negatively impact their retirement savings by reducing fixed and matching company contributions. Accordingly, the parties agree to develop an annual process to address this problem by "truing up" company contributions based on certain earnings non full-time union officers achieve through the union.

The earnings that would be trued up will be for time spent in carrying out their responsibilities as local union officers at conferences, training and ongoing contract administration such as negotiations, grievance preparation, arbitrations, etc but would not include non-local union officer work such as political work and organizing. The true up will be done if these eligible hours exceed 80 hours in a given year. All IRS regulations on 401k plans will be adhered to in this process.

Appendix E, Attachment A – Compensation Defined

Compensation means:

The regular total remuneration paid in cash by the Employer on a fixed periodic basis, and overtime, both as reported in Box 1 of the Participant's Form(s) W-2 for that Plan Year, plus the Participant's Before-Tax Contributions and any other salary deferrals under any salary reduction agreement under Section 125, 132(f)(4), or 401(k) of the Code that are not currently includible in the Employee's gross income.; and

Any compensation paid to the participant pursuant to any incentive compensation bonus plan, gain sharing plan or profit-sharing plan shall be taken into account under this Plan.

Appendix F – Wickliffe Proposed Settlement

Seven Year Agreement – July 1, 2010 to June 30, 2017

Wages

\$2500 payable at ratification.

To be eligible, employees must be active bargaining unit member and must have completed their probationary period.

1% increase effective 7/1/2014*

2% increase effective 7/1/2015*

1.5% increase effective 7/1/2016*

* The effective date for any given year will be set to the beginning of the pay period nearest the effective date.

Emergence Bonuses

\$1,000 payable in March 2013 or as described in Section III.A. of Master Agreement.

Healthcare and Retirement Plans

As described in Master Agreement.

Life Insurance / Accidental Death and Dismemberment

\$80,000 upon effective date of Master Agreement

A&S Insurance

\$400 effective at ratification (a \$15 increase for three years)

\$405 effective 7/1/2013

\$410 effective 7/1/2014

\$415 effective 7/1/2015

\$420 effective 7/1/2016

Pension & 401k Summary See Retirement – Pension 401K Document

\$46 effective January 1, 2013**

\$47 effective January 1, 2014**

\$48 effective January 1, 2015**

\$49 effective January 1, 2016**

** Or at the emergence from bankruptcy, whichever is later.

Tentative Agreements

CP4 LOA

CP5 16 hr Limit

CP6 Payroll

CP10 Work Redesign

CP11 Maintenance Hiring

CP12 Side Agreements

UP1 Housekeeping/Name Change

UP3 Clean up Article I #1

UP4 Dues Process

UP5 Article 12 - Overtime

UP6 Multicraft Maintenance

UP7 Maintenance Crew Assignments

UP9 Article XVI, Premium Vacation Days

UP19 12 Hour Shift MOA

UP21 Seniority for E&I

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