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SECTION 1 - PREAMBLE

On this, the 2nd day of July 2021, the Amcor Flexibles North America, Inc. Terre Haute, Indiana plant, (hereinafter referred to as the Company), and Chicago Midwest Regional Joint Board and Local #1426 (hereinafter jointly, severally and collectively referred to as the Union) have made the following Agreement applicable to the Company's Terre Haute plant.

SECTION 2 - RECOGNITION

- A. The Union is recognized as the exclusive bargaining representative for all production and maintenance employees, exclusive of office, clerical, and supervisory employees. It is the intention and purpose of the parties hereto to promote and improve harmonious relations between the Company, its employees, and the Union, to establish a mutual understanding relative to wages, hours, and other working conditions and to provide means for the amicable adjustment of disputes and grievances.
- B. The Company and the Union recognize that full-time regular employees have the right to request Union representation at any time discipline is to be imposed on such employee(s).

SECTION 3 - DISCRIMINATION

- A. The Company will not discriminate nor countenance any discrimination against or interference with the Union and its members in the conduct of the Union's lawful activities.
- B. The Union recognizes that membership in the Union is voluntary, and further agrees that neither the Union nor its members will intimidate or coerce employees into membership in the Union and, further, that any such activity on the part of members of the Union shall be, cause for discharge.

SECTION 4 - MANAGEMENT'S RESPONSIBILITY

- A. The Union recognizes that an area of responsibility must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following are the exclusive responsibilities of management and the exercise of any rights or functions connected there with shall not be subject to arbitration:
- B. The determination of products to be manufactured or services to be rendered to customers; the location of the Company's plants and the extent to which any unit will be operated.
- C. The determination of the layout, the machines, tools and equipment to be used, the manufacturing processes and techniques, the size and kind of inventories, the control of production.
- D. The determination of the Company's financial policies; prices of goods and services rendered to customers.
- E. The determination of the management organization, and the selection, retention, and promotion of employees for occupations not within the scope of this Agreement.

- F. The determination of the duties to be included in any job classification; the sole right to hire; and the determination of the number of employees to be employed or retained in employment; the decision as to the necessity for overtime and the amount of overtime required; the maintenance of discipline.
- G. All rights and responsibilities inherent in the management function not specifically modified by this Agreement.

SECTION 5 - AGENCY SHOP

- A. It shall be the right of all bargaining unit employees to be members of the Union upon completion of their probationary period. Only if Indiana right-to-work law is repealed, the following will apply: ninety (90) calendar days following the date of employment of an employee, each employee who is not then a member of the Union in good standing by the prompt payment of periodic weekly membership dues shall, as a condition of employment by the Company, pay to the Union as a service fee a sum in amount equal to the regular initiation fee and the periodic weekly membership dues (as distinct from assessments) which are required by the Union of its members, which service fee shall be paid by non-members for the purpose of helping in defraying the cost to the Union of representing all employees in the bargaining unit as it is required by law to do in the matter of negotiations in respect to rates of pay, hours of work, and other conditions of employment. Employees who are not members of the Union shall have no other or additional financial obligations or requirements to the Union.
- B. In consideration of the agreement by the Company to the foregoing agency shop provisions, the Union agrees to indemnify and hold it harmless from any and all claims, liabilities or costs to the Company which may arise out of entering into or the enforcement of such agency shop provisions.
- C. Neither an initiation fee nor weekly dues shall be required of a new employee until after he/she has successfully completed his/her probationary period.

SECTION 6 - CHECKOFF

- A. Amcor Flexibles North America, Inc. will check off Union dues or agency shop fees so long as employees voluntarily authorize it so to do, and in accordance with applicable State and Federal statutes. Using bi-weekly pay periods (26 per year), the Company will transmit the dues separately to the Joint Board and to the Local in proportion as directed by the Union.
- B. The checkoff authorization will automatically be suspended in the event of layoff or any type of leave, (e.g., Short Term Disability) but will be reinstated automatically upon recall or return to work.
- C. The checkoff authorization will automatically expire in the absence of an Agreement. In the event a new Agreement is executed on or before the expiration of the current Agreement, any authorizations will be automatically extended for a like period provided the new Contract is not inconsistent with the terms of the authorization cards.
- D. The authorization form shall be as follows:

APPLICATION FOR UNION MEMBERSHIP

I, ______, voluntarily apply for and, if eligible, accept membership in the Chicago & Midwest Regional Joint Board, Workers United ("Union"). I agree to faithfully abide by the Union's Constitutions and all governing documents of its affiliates.

[(I have read and understand the information on the

reverse side of this document.)

Signature

Date

AUTHORIZATION FOR UNION DUES/FEES DEDUCTION

(WAGE ASSIGNMENT)

I (print name). _____, authorize and direct my Employer to deduct from my wages each pay period my initiation fees and membership dues as determined by the Union and to remit these monies to the Union. If I am or become a non-member, I authorize and direct my Employer to deduct from my wages each pay period the applicable non-member fees as determined by the Union and to remit these monies to the Union. Such monies paid to the Union are not deductible as charitable contributions for federal income tax purposes but may be deductible as a business expense in certain circumstances. My Employer's authority to make such deductions is not dependent on my membership in the Union and shall be irrevocable for the period of one (1) year from signing or until the termination date of the collective bargaining agreement between my Employer and the Union, whichever occurs sooner, and I agree and direct that this authorization shall automatically be renewed and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding collective bargaining agreement between my Employer, whichever occurs sooner, unless I send written notice by certified mail to the Employer and the Manager of the Union, at 333 South Ashland Ave., Chicago, IL 60607, no more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year or of each collective bargaining agreement between my Employer and the Union, whichever occurs sooner. If a new worker, this authorization becomes effective after 31 days after your date of hire, the effective date of the collective bargaining agreement or the end of your probation period - whichever is stated in your contract.

_____ (I have read and understand the information on the reverse side of this document.)

Signature

Date

Employer

Hire Date

NOTICE OF RIGHTS

Under federal law, you have the right as a worker to form, join, or assist a union; to choose a representative to bargain with your employer on your behalf; to act together with other employees for your benefit and protection; to choose not to engage in any of these protected activities. Federal law also makes it illegal for your employer to interfere with, restrain or coerce you if you choose to exercise these rights or to discriminate against you if you choose to join or support the Union.

If you become a member of the Union, you have the following rights. Only Union members have these rights: the right to attend and speak at Union meetings; the right to participate in forming Union policy; the right to influence the Union's activities and the direction of its future; the right to nominate and vote for candidates for Union office and to run for office; the right to participate in the negotiation process for new or successor collective bargaining agreements; the right to vote on contract offers from the employer and strike votes; and the right to participate in a wide variety of benefit plans offered only to Union members. If you want to enjoy these important rights, you must sign the membership application box on the other side of this document.

<u>Under the laws of Indiana. Wisconsin and Michigan (only if your contract has expired</u> <u>on or after enactment of the new law) *</u>, including lowa, Utah, Kansas and Nebraska, you are not required to pay dues or any other monies to the Union or to any other entity as a condition of employment. If you sign one or more of the boxes on the other side of this document, you do so voluntarily, understanding, that it is not required for you to obtain or keep your job.

It is not a condition of employment in any state or under any collective bargaining agreement that you sign an authorization for dues/fees deduction (wage assignment), but if you are employed in Illinois, Colorado, Minnesota, Ohio, Missouri or Kentucky it may be a condition of employment for you to become a member of the Union, as membership is explained above, and if you elect not to sign the authorization for dues/fees deduction (wage assignment) then you must personally pay the required dues/fees to the Union each month no later than the 15th day of the month in which the dues/fees are due. If you are employed Illinois, Minnesota, Ohio, Missouri or Kentucky and you do not make such payments and (or cure any arrearages after you receive notice of the amount due, how the amount was calculated and a reasonable opportunity to pay), the Union may require your employer to terminate your employment. Signing the authorization for dues/fees deduction (wage assignment) helps ensure that your dues are paid automatically through payroll deduction so that you remain in good standing as a member or, if you are not a member, that your fees are paid automatically through payroll deduction so that you remain current in your obligations to the Union.

E. The Company agrees to furnish, each month, to the proper Union local officer a list of names of all quits, intra-company transfers and new hires.

SECTION 7 - GRIEVANCES

- A. Any individual employee or group of employees has the right to present grievances to the Company at any reasonable time. The number of grievants in any one grievance session shall be limited to the aggrieved employee and/or representatives of a group of aggrieved employees. All grievances will be promptly dealt with as follows, and employees serving as Union representatives in the proceedings will be allowed necessary time off without pay:
- B. Step 1. The aggrieved employee or the aggrieved employee with the department steward will make every effort to adjust the grievance with the immediate supervisor of the department. The time limit for initiating this step is seven (7) grievant's working days from the most recent occurrence which gave rise to the grievance. (For the purpose of this section a "day" is defined as the twenty-four (24) hour period commencing at eleven (11) p.m. following the actual time of the occurrence.) The immediate supervisor must respond within seven (7) working days after the meeting.
- C. Step 2. If the department supervisor's answer is not satisfactory to the Union, the grievance must be reduced to writing and presented to the immediate supervisor in seven (7) working days from the time of the immediate supervisor's response. A meeting will be held within seven (7) working days thereafter between the appropriate Manufacturing or Maintenance Superintendent, the aggrieved employee, and local Union officers in an attempt to settle the grievance. The management representative will give his/her reply to the grievance in writing within seven (7) working days thereafter.
- D. Step 3. If the answer of management is not satisfactory to the Union, the Union will notify the Company in seven (7) calendar days prior to the monthly Step 3 meeting, then it will be submitted for the joint consideration of the grievance committee and/or an accredited representative of the International Union and the Plant Manager or the Plant Manager's delegated representative. Any adjustment agreed upon between the Plant Manager or the Plant Manager or the Plant Manager's delegated representative of the International Union will be final and binding upon the parties. If the issue remains in dispute, then the time limit for the Company's response in writing shall be seven (7) working days from the date of the conference. The aggrieved employee will attend the Step 3 meeting unless the Union and the Company agree that the aggrieved employee's presence is not required. The Local Union President, Local Chief Steward, and International Union Representative will receive the Company's step three grievance answers.
- E. Step 3.5. If the grievance is not satisfactorily disposed of in Step 3, the Union and the Company may, upon mutual agreement within seven (7) working days following receipt of the Company's Step 3 response, utilize a mediator from the Federal Mediation and Conciliation Service (FMCS) prior to arbitration in an attempt to resolve the grievance.
- F. Step 4. If the parties remain in disagreement at the conclusion of the foregoing steps, and if the question involves the interpretation or application of any of the terms of this Agreement, not specifically excluded from arbitration, either party may request the submission of the difference to an arbitrator to be agreed upon by both parties. The submission of the request to arbitrate must be received by the other party within thirty-

two calendar days after the Plant Manager has given his answer in Step 3 or seven (7) calendar days from the conclusion of attempted mediation, whichever is longer.

- G. Step 5. If the parties shall be unable to agree upon a suitable arbitrator within seven (7) working days of submission to arbitrate, the matter shall then be referred to the Federal Mediation and Conciliation Service (FMCS) for handling in accordance with the FMCS rules. Any arbitrator to be considered shall be a member of the National Academy of Arbitrators. All expenses and charges of arbitration shall be borne equally by the Company and the Union. The arbitrator shall not have the power to add to, subtract from, alter, or modify any of the terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding upon both the Company and the Union and the employee(s) involved. In the event the arbitration hearing has not been scheduled within 90 days from the date that the demand for arbitration has been submitted to the FMCS, the parties will meet to discuss the scheduling problem(s) in an earnest effort to resolve said problem(s).
- H. All termination grievances shall be moved automatically to Step 3 of the grievance procedure. If the parties are unable to settle the grievance based on the Company's answer, the grievance may be submitted to an expedited Arbitration procedure.

The Union shall notify the Company within seven (7) working days of receipt of the Step 3 answer of its intent to arbitrate the grievance in an expedited fashion. The Union will request a panel from the Federal Mediation and Conciliation Service (FMCS). Within seven 7 calendar days of the receipt of the panel, the parties agree to alternately strike arbitrators from the panel until one (1) arbitrator remains. Should one or the other of the parties refuse to participate in the striking process, the other party may designate to the FMCS who the arbitrator from the panel is for the grievance.

If briefs are filed, they will be submitted within fifteen (15) calendar days of the conclusion of the hearing, or delivery of the transcript if a court reporter is used. Alternatively, the parties may agree to jointly request a bench ruling from the arbitrator. All other provisions referenced in paragraph F regarding the costs of the arbitration and the scope of the arbitrator's authority shall apply to this section.

- I. All time limits referred to may be extended, in writing, upon mutual agreement of the parties.
- J. All references to specific persons, excepting the aggrieved employee, may also be designated representatives.
- K. At any step in the grievance procedure, either the Company or the Union may call in any plant personnel as required for information or consultation. Any such requests shall be received from the Union at the time the Union moves the grievance to the next step.
- L. Differences will be considered as having been settled, withdrawn without prejudice or without merit if not appealed within the time limits provided in each step of the procedure.
- M. First and second step grievances will be scheduled by mutual agreement between the parties to an off-shift time.

SECTION 8 - HOURS OF WORK - OVERTIME

- A. For employees on eight (8) hour shifts, the maximum hours of work at regular rates of pay for each employee shall be eight (8) hours per day and forty (40) hours per week. The workday shall be from 11:00 p.m. to 11:00 p.m. and the workweek shall be a seven (7) day period beginning at 11:00 p.m. Sunday and ending at 11:00 p.m. the following Sunday.
 - For employees who are scheduled on twelve (12) hour shifts, one and one-half (1 1/2) times the regular rate of pay shall not be paid for all hours worked in excess of eight (8) hours per day.
 - 2. For employees who are scheduled on twelve (12) hour shifts, shift hours will be: Day 7:00 a.m. to 7:00 p.m. Night 7:00 p.m. to 7:00 a.m.
 - 3. For employees who are scheduled on twelve (12) hour shifts, for purposes of pay calculation only, the work week shall be a seven (7) day period beginning at 7:00 a.m. Monday and ending at 7:00 a.m. the following Monday.
 - 4. No overtime will be paid for additional hours (prior to 40 hours worked in the workweek) unless the employee works all regularly scheduled hours in that week.
 - 5. For employees who are scheduled on twelve (12) hour shifts, all hours worked on Saturday (from 7:00 a.m. Saturday to 7:00 a.m. Sunday), until forty (40) hours in the workweek have been completed, will be paid at the regular rate of pay plus a one-quarter (1/4) time premium. All hours worked over forty (40) in the workweek will be paid at one and one-half (1 1/2) times the regular rate of pay, and therefore, the provisions of the labor Agreement, which require one-quarter (1/4) times the regular rate for Saturday work, will not apply to employees who work on Saturday provided they have already worked at least forty (40) hours in that workweek.

There will be no duplication or pyramiding of overtime.

The Saturday premium of regular rate of pay plus one-quarter (1/4) time does not apply to employees hired after June 30, 2018.

All hours worked on Sunday (from 7:00 a.m. Sunday to 7:00 a.m. Monday) will be paid at one and one-half (1 1/2) times the regular rate of pay in lieu of any other rate, except when the Sunday is a holiday. See Section 14, paragraphs D, E, F, F1 and F2 of this Labor Agreement (The maximum rate of pay for all hours worked on Sunday will be one and one-half (1 1/2) times the regular hourly rate with the only exception being the Sunday holiday as referred to above.)

Examples for all employees (regular schedule in bold):

Hours Worked Paid Hours	12	Tues 12 12	12	12	Fri	Sat	Sun	Total 48 54
Hours Worked Paid Hours	Mon 12 12	Tues 12 12	Wed 10 10	Thu 12 15	Fri	Sat	Sun	Total 46 49

Hours Worked Paid Hours	Mon 12 12	Tues 12 12	Wed 12 12	Thu	Fri	Sat	Sun 12 18	Total 48 54
Hours Worked Paid Hours	Mon 12 12	Tues 12 12	Wed 10 10	Thu	Fri	Sat	Sun 12 18	Total 46 52
Example for employees hired on or before June 30, 2018 (regular schedule in bold):								
Hours Worked Paid Hours	Mon	Tues	Wed	Thu 12 12	Fri 12 12	Sat 12 15	Sun 12 18	Total 48 57
Hours Worked Paid Hours	Mon	Tues	Wed	Thu 10 10	Fri 10 12	Sat 12 15	Sun 12 18	Total 46 55
Example for employees hired after June 30, 2018 (regular schedule in bold):								
Hours Worked Paid Hours	Mon	Tues	Wed	Thu 12 12	Fri 12 12	Sat 12 12	Sun 12 18	Total 48 54
Hours Worked Paid Hours	Mon	Tues	Wed	Thu 10 10	Fri 10 12	Sat 12 12	Sun 12 18	Total 46 52

- B. For employees on eight (8) hour shifts, one and one-half (1-1/2) times the regular rate of pay shall be paid for all hours worked in excess of eight (8) hours per day, and for all continuous hours over eight (8), (except when additional hours are worked by an employee for his/her convenience). One and one-half (1-1/2) times the regular rate of pay shall be paid for all hours over forty (40) without duplication or pyramiding of overtime in the workweek. Two (2) times the regular rate of pay shall be paid for all hours over the seventh (7th) consecutive day of work in that workweek. An employee must work six (6) hours or more in each workday for the time that day to qualify as a day of work.
 - For employees who are scheduled on twelve (12) hour shifts, two (2) times the regular rate of pay shall be paid for all hours worked by an employee on the seventh (7th) consecutive day of work in that workweek. For purposes of determining a "day worked" toward a seventh (7th) consecutive day of work in a workweek, an employee on a twelve (12) hour schedule must work nine (9) hours or more in each workday for the time that day to qualify as a day of work.
- C. Absence because of the following will be counted as time worked for the purpose of determining the forty (40) hour week at regular rates, and the seventh (7th) day of work in the workweek.
 - 1. A holiday which falls within the scheduled workweek.
 - 2. Layoffs due to lack of work.
 - 3. Jury duty leave.

- 4. Condolence leave due to death in immediate family.
- 5. Union Officer or Delegate leave on Union business.
- 6. Personal illness certified in writing by a medical doctor.
- 7. Authorized leave of absence granted by the Company.
- 8. Lost time, on-the-job injury leave.
- 9. Scheduled vacation.
- 10. Documented subpoena or summons.
- 11. Absence due to required 2nd or 3rd surgical opinion.
- D. When employees are involved in a continuous operation and on their regularly scheduled day off from work on a holiday or a day celebrated as a holiday, this time will not count as time worked for the purpose of determining the forty (40) hour week at regular rates, nor the seventh (7th) day of work in the workweek. When employees are involved in a continuous operation and a regular scheduled workday is a holiday or a day celebrated as a holiday, and they do not work that day due to a plant shutdown, the holiday time (twelve [12] hours) will count as time worked for the purpose of determining the forty (40) hour workweek or the seventh (7th) workday in the workweek.
- E. For employees on eight (8) hour shifts, the rate of pay for work performed on a holiday or the day celebrated by this Plant as the holiday, as outlined in this Agreement, shall be one and one-half (1-1/2) times the regular rate of pay in addition to eight (8) hours straight-time holiday pay, without duplicating or pyramiding of overtime.
 - In accordance with provisions of Section 14, paragraph D, of the Agreement, for employees who are scheduled on continuous operation twelve (12) hour shifts, the rate of pay for work performed on a holiday shall be one and one-half (1-1/2) times their regular rate of pay in addition to twelve (12) hours straight-time holiday pay, without duplication or pyramiding of overtime. Employees who are scheduled on continuous operation twelve (12) hour shifts who perform no work on a holiday will receive twelve (12) hours straight-time holiday pay.
- F. All employees are expected to report for work on Saturdays or holidays when work is scheduled. However, for employees on a non-continuous operation schedule, the Company will schedule an entire department no more than twelve (12) Saturdays per contract year and no more than two (2) Saturdays in succession. Saturdays and holidays, when scheduled, will be treated as any other regular scheduled workday with regard to absenteeism and incomplete shifts. If employees are not notified by 3:00 p.m. Thursday in the case of scheduled Saturday work or five (5) calendar days in advance of a scheduled holiday, of intention to work, they may decline such Saturday or holiday work. Any employee, except those involved in a continuous operation, shall have the right to decline Sunday work. Employees involved in a continuous operation will be expected to report to work as scheduled.

The Company will leverage the use of seasonal employees, when available, to limit the number of scheduled Saturdays during the seasonal period.

- G. Scheduled Saturday work will be posted by 3:00 p.m. Wednesday, except when unexpected production needs or emergencies occur, and in those cases the notice and the reasons for scheduling work will be posted by 3:00 p.m. Thursday. If holidays are to be scheduled for work, the notice to work will be posted five (5) calendar days in advance of the holiday.
- H. Daily Overtime/Voluntary Days of Work on Unscheduled Workdays.

A set of basic/backup rosters will be posted weekly for each shift or crew of each job classification. Only those employees interested in working overtime will sign either or both of the rosters. Employees interested in working overtime will sign the roster(s) indicating which day(s) they are available to work during the time frame posted. Master Operators will be on a separate overtime roster. They may also limit their commitment for overtime by indicating on the roster which hours, which plant or what machines they are available to work overtime. Only employees who have signed the roster(s) will be eligible for overtime and this eligibility will be regulated by the limitations listed by the employees on the roster. Overtime will be awarded in the following priority based on the employee's offer of availability: 12-hour shift; Split Shift (divided between two employees who each take 50% of the shift); 9-hour shift.

Overtime will then be rotated by seniority applied by department, first among those employees on the basic roster and then among employees on the backup roster.

If an employee changes shift or crew, the employee will be given the opportunity to sign the basic/backup roster(s) on their new shift or crew. If such employee elects to sign the roster(s) for their new shift or crew, then his/her name will be placed at the bottom of the applicable roster for the current posting.

An employee may remove his/her name from the overtime roster without penalty prior to the scheduled overtime posting which will be posted as set forth below.

For non-continuous shifts the voluntary overtime roster posting will occur by no later than the end of the first hour of the first workday in the week prior to the overtime and taken down after the first hour on the final workday of the week prior to the week of the overtime. The scheduled overtime posting will be posted at least three hours prior to the end of the shift on the same day the roster is taken down.

For continuous shifts the voluntary overtime roster will be posted no later than the first hour of the shift on the first day of any two to four normally scheduled consecutive calendar days of work for the X or O crew as shown by the Continuous Operation Work Schedule. The roster will be taken down after the first hour of the shift on the last day of the two to four normally scheduled consecutive calendar days of work. The scheduled overtime posting will be posted at least three hours prior to the end of the shift on the same day the roster is taken down. The overtime will be for the two to four consecutive calendar days of work normally performed by the opposite crew beginning the day after the posting comes down.

Upon the posting of scheduled overtime, any overtime awarded will be considered a scheduled shift for purposes of attendance except that employees who are scheduled

for overtime per this procedure will be excused from such overtime once each four (4) months provided they notify the Company 24 hours in advance of the scheduled overtime of their inability to work.

I. Terre Haute Overtime Procedure

1. Introduction

This procedure is intended to be a clear and equitable system for all production overtime except for scheduled Saturday overtime.

The basic concept of this system is to make overtime opportunities available as equitably as practicable among qualified groups of employees within the various departments who desire to sign either the Basic or Backup Roster. There will be no attempt to keep track of the number of overtime hours worked; only the opportunities.

There are two other basic concepts:

- a. Management has the right to determine the need for overtime and the right to cancel the overtime as it sees fit.
- b. The Union has the right to grieve if the overtime procedure is not followed properly.

2. The Basic Roster

Section 8, paragraph H, describes the Basic Roster and how it will be utilized.

Employees still in their probationary or qualifying time period will not be included on a Basic Roster.

3. The Backup Roster

Section 8, paragraph H, describes the Backup Roster and how it will be utilized. Employees still in their probationary or qualifying time period will be permitted to sign this roster and will be placed at the bottom of this roster.

Management will review each request relative to qualifications and will be the judge of whether a person is qualified to perform the job the employee has stated he/she is interested in and qualified for. If a person feels unjustly disqualified, the disqualification can be appealed through the grievance procedure.

4. Procedure for Regular 8 Hour Shift Schedule

Whenever an overtime opportunity arises, the following procedure will be used:

- a. Four (4) hours or less will be offered to the preceding shift (stay over) and four (4) hours or less will be offered to the following shift (report early). This will be done by using the Basic Roster for each appropriate shift and classification.
- b. If no one on the Basic Roster accepts, or if the full number of employees is not obtained, then management will go to the Backup Roster, again offering four (4) hours or less opportunities to stay over or report early to the appropriate shifts.
- c. If it is a report early overtime opportunity and that opportunity is still not filled, before anyone is worked out of their classification on regular time on that shift, the four (4) hours will be offered in order of original acceptance to anyone

working the stay-over overtime. If the opportunity still is not filled, or if it was a stay-over opportunity in the first place, then management may use a qualified worker on the shift in question outside of their regular classification. This will be done by seniority. If circumstances demand, the least senior person will be required to work outside his/her classification.

- d. When an employee works outside his/her regular classification on his/her regular shift. The person will receive the next higher rate if the job is a higher rated job, or the employee's regular rate if it is a lower rated job. The top wage rate for the job will be used to determine whether the job is a higher or lower rated job.
- e. If by using an employee(s) outside of his/her classification, a new requirement is created, and management determines that overtime is required in this vacated classification, the same procedure outlined in this document will be used to fill the overtime in the new classification. However, overtime will not be offered in the new classification if overtime had already been offered for the given time to each eligible employee on that shift because of an earlier requirement.
- f. If it is a stay-over overtime opportunity and that opportunity is still not filled and if circumstances dictate it unfeasible to use the least senior person outside his/her classification, management may then offer more than twelve (12) hours to the person(s) obtained off of the report-early Basic and/or Backup Rosters.

5. Grievance Procedure

- a. A grievance may be filed if it is felt that the overtime procedure was not properly followed.
- b. If such an occasion occurs, the award of pay or any other mutually agreeable solution will be limited to the exact number of hours that were not properly assigned.
- c. If a person or persons are passed over on the list, and more than one of those passed-over persons files a grievance, the qualified grievant next in line on the roster will be considered the most eligible grievant for the award of pay or any other mutually agreeable solution. The number of opportunities misassigned will determine the maximum number of solutions (for example, if three (3) people are passed over but only one (1) opportunity, only the agreed upon solution for the most eligible of the passed over grievants will be addressed).
- d. The Company reserves the right to stop the rotation and not assign the overtime when it deems necessary. In the event an employee accepts an overtime assignment and then the Company cancels it (prior to the beginning of the overtime opportunity), then the roster would be changed to show that cancellation and that person would be the first asked off of that roster for the next available overtime.

6. Additional Points of Clarification

- a. Both the 8 and 12-hour master operators will be included on a separate overtime roster. The tool & parts specialist will be on the maintenance mechanic roster, if qualified. The PCP's will be on their own basic roster and the assistant back-up roster. The Repelletizer Operator classification will have their own basic and backup rosters which are separate from the Extrusion Operator and Extrusion Assistant Operator rosters.
- b. In those classifications where employees work both the continuous operation and a regular fixed schedule, such as Maintenance and Shipping, two (2) separate rosters would be maintained for those classifications.
- c. In situations where an opportunity of more than twelve (12) hours is to be offered there are two (2) conditions:
 - i. An employee came in early prior to his/her regular shift, worked his/her regular shift, then is offered an opportunity to stay over for additional time. This opportunity will not be recorded on the roster as an opportunity accepted or refused.
 - ii. An employee works his/her regular shift, then stays over for four (4) hours of overtime. Then failing to acquire an employee to fill the last four (4) hours of that shift by the procedure outlined in this document, those employees staying over may be offered the additional overtime. Under this condition, the overtime will be offered to the person highest in the rotation who accepted the original opportunity and so on through the roster. Those offered such an additional opportunity will not be charged in any way and the roster will not be altered to show the additional hours worked. The same principle would apply to a situation of more than four (4) hours offered to come in early.
- d. In reference to the Basic Roster, we note the following exception:

One exception to this procedure exists in the Maintenance Department, where a maintenance employee(s) is involved in the process of dismantling and reassembling of a specific item. Since this immediate knowledge gained in the dismantling process is not easily transferred to another maintenance mechanic, the employee(s) involved in the job will be offered that particular overtime to continue on that job until either the job is completed or the employee(s), is relieved by management. This overtime offered will not be charged on the roster either if accepted or rejected. If the maintenance employee(s) involved in the dismantling process refuses the overtime, management will decide if overtime should be offered to other employees using the department continuing roster.

- e. Overtime work for the four (4) hours immediately preceding their scheduled Saturday shift will not under any circumstances be offered to employees who have reported that they will not work their regular scheduled shift that Saturday.
- f. Opportunities will be offered one at a time in the order in which they occur. That is, if there are two (2) kinds of opportunities to be offered, some to stay over and some to come in early the next day, all overtime opportunities to stay over will be

offered and filled before opportunities to come in early will be offered. However, if an opportunity to come in early the next day is known and offered, and after this an opportunity to stay over becomes available, that will be the order in which they occurred and, thus, the order in which they will be offered.

g. When an employee is transferred to a different classification within his/her department to work in lieu of layoff, he/she will be given the opportunity to sign the Backup Roster as qualified for overtime in the classification from which they were reduced.

7. Agreed Upon Overtime Commitment

Any employee who voluntarily agrees to come in early for overtime commits oneself to an obligation. When employees are called to come in early, it is understood that they will be allowed a minimum of one (1) hour to report to work, and additional time could be arranged.

8. Procedure for 12-Hour Continuous Operation Shift Overtime

The foregoing information has established an overtime procedure designed to apply to eight (8) hour shifts. It is believed that the concepts and the procedures relating to the Basic Roster and the Backup Roster are also applicable to the twelve (12) hour continuous operation shift.

The complete section of I-4 "Procedure for Regular 8 Hour Shift Schedules" and paragraphs c, e and f only of Section I-6. "Additional Points of Clarification" will not apply to the twelve (12) hour continuous operation, and on this schedule the following will apply:

Twelve (12) hour schedule procedure:

- a. Twelve (12) hours or less will be offered to the crew who is not scheduled to report for work that shift but is on that side of the day-to-night cycle. All overtime opportunities of six (6) hours or more will be offered to the off crew, before any other action is taken to fill the job.
- b. If no one on the Basic Roster accepts, or if the full number of employees is not obtained, then management will go to the Backup Roster, again offering twelve (12) hours or less opportunities to the crew who is not scheduled to report for work that shift but is on that side of the day-to-night cycle.
- c. If an opportunity for overtime is to be offered or has been offered and accepted for something less than twelve (12) hours in the above procedure, a stay-over overtime opportunity to work more than twelve (12) hours may be offered to those persons presently working on their regular shift. The purpose here is to provide continuous coverage until the person who has accepted the overtime to fill the shift reports to work. This stay-over opportunity would be limited to a maximum of four (4) hours, with the understanding the opportunity ceases when relieved by the oncoming person or when procedures of Steps 1 and 2 above have been exhausted and no eligible employees have accepted the opportunity. When this stay-over opportunity is offered, the appropriate shift's regular Basic Rosters will be used, and the Backup Roster when applicable. However, while

these rosters' normal rotations provide the sequence for stay-over opportunities to be offered, no offer will be recorded whether accepted or rejected. The only offer recorded on the roster will be for opportunities of six (6) hours or more. Thus, there is no separate rotation for stay-over overtime opportunities, nor does the offer of stay-over overtime opportunity advance the sequence of the roster.

- d. When it becomes clear the opportunity cannot be filled by using Steps 1 and 2 of this section then Section 3 will no longer be applicable, and management may use a qualified worker on the shift in question outside of their regular classification. This will be done on the basis of seniority. If circumstances demand, the least senior person may be required to work outside his/her classification.
- e. When an employee works outside his/her regular classification on his/her regular shift, the person will receive the next higher rate if the job is a higher-rated job, or the employee's regular rate if it is a lower-rated job.
- f. If by using an employee(s) outside of his/her classification, a new requirement is created, and management determines that overtime is required in this vacated classification, the same procedure outlined in this section will be used to fill the overtime in the new classification. However, overtime will not be offered in the new classification if overtime had already been offered for the given time to each eligible employee on that shift because of an earlier requirement.
- g. Should a circumstance arise whereby an employee is unable to complete his/her regular shift, a report-early overtime opportunity may be offered on the crew which is scheduled to relieve the crew where the vacancy exists. This report-early opportunity would be limited to a maximum of four (4) hours. When this report-early opportunity is offered, the appropriate crew's regular Basic Roster will be used, and the Backup Roster when applicable. However, while these rosters' normal rotation provides the sequence for report-early opportunities to be offered, no offer will be recorded whether accepted or rejected. The only offer recorded on the roster will be for opportunities of six (6) hours or more. Thus, there is no separate rotation for report-early overtime opportunities, nor does the offer of a report-early overtime opportunity advance the sequence of the roster.

Hours six (6) to eight (8) of the shift of a leave-early situation may be covered by working an employee outside of his/her classification while the Company offers a four (4) hour opportunity off the Basic and Backup Roster. Likewise, a leave-early situation of more than six (6) hours would be handled as outlined in paragraph a of this section.

Anything less than four hours may be offered to the oncoming crew at a start-up following a shutdown. If a full crew is not required, this start-up overtime will be offered strictly by seniority exclusive of any roster.

h. Handler Overtime

All X/O handlers will continue to report directly to the Shipping Department.

In the event that a planned absence, i.e. vacation, leave of absence, etc., is of seven (7) calendar days or more in duration and needs to be filled, then the following procedure and conditions shall apply.

Management shall determine if the vacancy should be filled by the temporary vacancy procedure or should be filled from the Basic X/O Handler Overtime Roster.

If there is a vacancy of less than seven (7) calendar days created by the absence of an X/O handler and it is determined by management that it is necessary to fill the vacancy, it will be filled as follows:

- i. As overtime, by the off shift X/O crew on the same side of the night or day shift. If the vacancy cannot be filled in this manner, it will be offered to:
- ii. The appropriate straight-shift handlers, as overtime, in order of sequence on the Basic Roster relative to their normal overtime hours. If the vacancy cannot be filled in this manner, it may be assigned to:
- iii. Any available straight-shift handler who is working that shift. If the vacancy cannot be filled in this manner, it may be assigned to:
- iv. Extrusion helpers on the shift where the vacancy occurs.

The straight-shift handler working the X/O overtime will be offered four (4) hour increments. The X/O handler working the straight-shift overtime will be offered four (4) hour increments.

- i. Overtime records shall be kept in each department and shall be available for review by the departmental stewards or Union officers upon request.
- j. Management is to determine where overtime occurs. Employees will be advised, upon request, where overtime is to be worked at the time overtime is offered except when emergencies, production requirements, maintenance problems, or unforeseen difficulties cause a change.
- k. If the Company has work to perform that would be subject to the Walsh-Healy Act, alternate arrangements for pay for that work will be worked out as necessary to obtain the work and shall be applicable to that work only.
- I. Employees may participate in various production-related teams as needed and available. Team members will be selected based upon their experience and seniority, knowledge, job assignment, shift assignment, willingness to participate and/or initiative. If an excess number of employees with the experience, knowledge, job assignment, shift assignment, willingness to participate and/or initiative for any individual position the company is attempting to fill per team, the most senior employee will be offered the position. Management will coordinate the team meetings and approve the time allotted. Team members will be paid their regular rate of pay (including shift differential, if applicable) while attending the team meeting at the plant facility whether the meeting time is during their

scheduled shift time or outside of their scheduled shift time. The time spent in a production-related team meeting will count as hours worked for the purpose of computing and paying overtime over 40 hours in the work week and for computing days worked for vacation pay. Participants in team meetings will not receive premium pay for unscheduled days or any other premium pay.

SECTION 9 - CALL-IN PAY

- A. Except in case of shutdown beyond the control of the Company, any employee called in or permitted to come to work without having previously been notified that there would be no work available will be given at least four (4) hours of work, or in lieu thereof, four (4) hours pay at his/her regular rate. Each employee is responsible for keeping the Company currently informed of their address and phone contact where applicable.
- B. When the employee reports, but is later excused by management for reasons of sickness or other causes, that employee shall be paid only for the hours actually worked.
- C. An employee sent to the Company doctor by the supervisor as a result of an on-the-job injury who is then sent home by the doctor or any Company management representative will be paid the balance of eight (8) hours at the regular rate of pay on the day of injury for employees who are scheduled on eight (8) hour shifts. Employees on a twelve (12) hour shift will be paid the balance of twelve (12) hours at the regular rate of pay, on the day of injury.

SECTION 10 - WAGES

A. The Wage Charts and wage rates are attached and made a part of this Agreement and shall remain in effect for the term of this Agreement.

GROUP I (WAGES ONLY)

Plate Cylinder Processor

Assistant Extrusion Operator	Assistant Press Operator
Assistant Machine Operator	*Salvage Inspection Coordinator

GROUP II (WAGES ONLY)

Machine Operator Extrusion Operator Press Operator *Slitter Operator Tool & Parts Specialist Handler Custodian Master Operator Platemaker/Mounter Ink Blender Maintenance Mechanic Pumper Handler Set up Crew

*This classification is obsolete; no further vacancies will be filled.

GROUP III (WAGES ONLY)

Core Cutter

Custodian

Pelletizer Operator Tool Parts Specialist

Utility Worker

- B. Wage Rate Modification
 - All jobs currently in Group I will have a wage rate of \$1.00 per hour less than shown on wage chart. This will apply to all people hired after 4/7/94 and all current employees who transfer into these jobs in the future. These wage rates are reflected on the wage charts.
 - 2. All new hires will receive \$.25 less for wages reflected on the wage charts for one year after employment
 - a. Current Group I employees will stay at their present rate, plus contractual increases, if they remain in their present classification.
 - b. Any employee currently in Group II who has been in Group II for one (1) year or more will go into Group I at the rate indicated on the wage chart, as appropriate (i.e. will not be affected by the wage rate modification), if the move is involuntary.
 - c. For current employees, the wage rate modification does not apply to internal transfers within a department, but does apply to transfers from one department to another department.
 - d. The wage rate modification will not apply to current employees who are placed into a Group I position as a result of a cutback or layoff.
 - 3. All jobs currently in Group III will have new hire wage rate as reflected on the wage charts. This will apply to all people hired after 7/1/2018 and employees hired prior to 7/1/2018 subject to these protections:
 - a. the wage rates of current employees (employees hired prior to July 1, 2018) in one of these Group III jobs is maintained ("red-circled") at the current rate, plus annual increases, for so long as the employee remains in that job.
 - b. Current employees (employees hired prior to July 1, 2018) shall have a one-time opportunity during their remaining Amcor career to voluntarily move to one of these Group III jobs without being subject to the lower new-hire wage rates.
 Instead, the employee would be paid the higher historical incumbent wage rate.
 - c. If a current employee (employees hired prior to July 1, 2018) is displaced from a current job by the Company due to a reduction in force, and the employee does not have a right to take an available job that is not subject to a lower new-hire wage-rate, and the employee must move into one of the positions with a lower new-hire wage rate, the displaced employee will not be subject to the lower new-hire wage rate. Instead, the displaced employee will be paid the higher historical incumbent wage rate.

C. General wage increases during the term of the Agreement for the jobs listed below shall be as follows:

Effective July 1, 2021: there will be a general wage increase of 3.0%. Effective July 1, 2022: there will be a general wage increase of 2.5%. Effective July 1, 2023: there will be a general wage increase of 2.85%.

Upon successful ratification, the Company will pay each employee a lump sum payment in the amount of \$1,500, less applicable taxes and other withholding, as soon as administratively possible. Employees on the active employee roster as of the ratification date will be eligible for this lump sum payment.

- D. If new products, new machines, new methods, or new practices are made necessary for any reason, it will be the responsibility of management to establish work assignments and pay rates accordingly. When these changes make new classifications necessary or when they make revisions of existing classifications necessary, the Union will be advised of the Company's actions in writing. Differences arising out of such additions or revisions in the wage structure, shall, after a trial period of not less than sixty (60) days, be subject to the grievance procedure of this Agreement.
- E. The following language is subject to the one-time wage rate protection contained in Section 10.B.3.c. above. When a person accepts or is transferred to a lower-rated job due to a reduction in workforce, he/she will retain his/her present classification, but will be paid at the next lower rate of his/her new job, unless the new job has the same top rate of pay as the present job, in which case there will be no reduction in pay. If the person accepts a higher-rated job, he/she shall then be paid in accordance with Section 19 - Transfers. However, in all cases employees must be qualified to do the work available. As needed, they will work in their actual classification job and be paid at the actual classification rate. (See also Section 20, paragraphs B and G).
- F. Under automatic progression wage charts, everyone will move at time interval indicated with these exceptions: Anyone who misses twenty (20) days of work or more during the interval between moves, and has twelve (12) months or less seniority at time of absence, will remain at that rate for an equal amount of time of work before moving to the next rate. Paid holidays and paid vacation exempt.
- G. Employees working the third shift of the hours from 11:00 p.m. to 7:00 a.m. shall be paid a shift premium of twenty-seven cents (27 cents) per hour. Employees working the second shift of the hours from 3:00 p.m. to 11:00 p.m. shall be paid a shift premium of twenty-two cents (22 cents) per hour. These shift premiums apply only to employees on a straight eight (8) hour shift schedule. Shift premiums will apply when overtime or holiday rates are in effect.
- H. All employees are subject to Amcor Flexibles North America, Inc. Automatic Payroll Deposit, paid on a bi-weekly basis.
- I. The Company will follow its standard policy to rectify underpayments of wages that are promptly brought to the Company's attention.

SECTION 11 - CONTINUOUS OPERATION

A. Effective 11:00 p.m. June 30, 2021, employees working the X/O schedule on twelve (12) hour shifts shall receive a shift premium for all hours worked according to the following:

Night Shift - 7:00 p.m. to 7:00 a.m. - \$.25 per hour

B. The company may either initiate or cancel any continuous operation plan and shall give the Union and employees involved at least thirty (30) working days' notice. It is agreed that no continuous operation plan in any given department will be initiated more than once and canceled more than once in any contract year.

Notwithstanding the section above, to the extent the Company maintains a continuous operation plan during the term of this Agreement, the Company will continue the existing "3-3-4-4" 12-hour schedule, as included in Exhibit C of this Agreement.

C. For employees who are scheduled on twelve (12) hour shifts, all hours worked on Saturday (from 7:00 a.m. Saturday to 7:00 a.m. Sunday), until forty (40) hours in the workweek have been completed, will be paid at the regular rate of pay plus one-quarter (1/4) time premium. All hours worked over forty (40) in the workweek will be paid at one and one-half (1-1/2) times the regular rate of pay, and therefore, the provisions of the Labor Agreement, which require one-quarter (1/4) times the regular rate for Saturday work, will not apply to employees who work on Saturday provided they have already worked at least forty (40) hours in that workweek. There will be no duplication or pyramiding of overtime.

The Saturday premium of regular rate of pay plus one-quarter (1/4) time premium does not apply to employees hired after June 30, 2018.

All hours worked on Sunday (from 7:00 a.m. Sunday to 7:00 a.m. Monday) will be paid at one and one-half (1-1/2) times the regular rate of pay in lieu of any other rate except when the Sunday is a holiday. See Section 14, paragraphs D, E, F, F1, and F2 of this Labor Agreement. (The maximum rate of pay for all hours worked on Sunday will be one and one-half (1-1/2) times the regular hourly rate with the only exception being the Sunday holiday as referred to above.)

D. The Company may schedule parts of the Converting Department on a continuous basis as business conditions require. The staffing of parts of the Converting Department that are scheduled on a continuous basis would be from: 1) volunteers, 2) employees hired after January 1, 1982. Employees hired after January 1, 1982, would not be permitted to decline assignment to a continuous operation schedule. Any portion of the Converting Department that would be put on a continuous operation schedule would be subject to the continuous operation schedule(s) in effect at the time such action would be taken. If more than one schedule is in effect at the time the Converting Department starts such a schedule, they would have a choice between those continuous operation schedules then in effect.

The Company will provide a 30-day written notice to the Union Executive Board prior to any change to a continuous schedule in the Converting Department.

- E. Employees on twelve (12) hour shifts who work on their regularly scheduled day off will be paid (1-1/2) times the regular rate of pay, without duplication or pyramiding of overtime pay, provided the employee works all regularly scheduled hours in that week. Employees who work on a holiday that is their regularly scheduled day off will be paid per section 14 - Holidays, the same as if they had been scheduled to work the holiday with no duplication or pyramiding of overtime.
- F. Schedule for 24 Hour Conflicts

This is a procedure for handling the problem of being scheduled for twenty-four (24) hours when the necessity arises for an employee to change shifts and/or crews. An example of this situation would be an employee working the night shift on Saturday in a given week with the requirement to change to the day shift on Sunday the following week. In such cases, the following procedure will be followed:

- 1. The employee required to make such a move will be advised of this situation as early as possible and will be required to make a decision to work one of the following options by the end of the shift on Friday of the week prior to that Sunday:
 - a. Full Saturday (7:00 p.m. 7:00 a.m.), no Sunday.
 - b. Full Saturday (7:00 p.m. 7:00 a.m.), first four hours Sunday (7:00 a.m. 11:00 a.m.).
 - c. No Saturday, full day Sunday (7:00 a.m. 7:00 p.m.).
 - d. First four hours Saturday (7:00 p.m. 11:00 p.m.), full Sunday (7:00 a.m. 7:00 p.m.).
 - e. Last four hours Saturday (3:00 a.m. 7:00 a.m.), full Sunday (7:00 a.m. 7:00 p.m.).
- 2. If the four (4) hours are accepted, the eight (8) hour balance of that shift may be offered to those on a crew scheduled off in line with the regular Overtime Procedure.
- 3. If the four (4) hours are declined, the entire twelve (12) hour shift may be offered to those on a crew scheduled off in line with the regular Overtime Procedure
- 4. The employee required to make such a move will not have any claim of being scheduled more than the first four (4) hours of the shift if accepted. If the first four (4) hours of the shift are declined, the employee will have no claim of being scheduled nor being awarded any claim for pay.
- 5. Depending on whether the first four (4) hours are accepted by the employee required to make such a move, overtime may be offered accordingly. Management reserves the right to determine if overtime is to be offered. Questions regarding misassignment of overtime will be limited to the number of hours available, either eight (8) or twelve (12) hours depending on the conditions outlined above. There may be no overtime claim to the first four (4) hours of the shift if it was accepted by the employee required to make the change that had been discussed here.
- G. Employees will be limited to one (1) shift preference bid per quarter.

SECTION 12 - SENIORITY

- A. Seniority for regular full time employees shall be based upon the first date of current employment with Amcor Flexibles North America, Inc. If an employee accepts an assignment within Amcor Flexibles North America, Inc. that is out of the unit, the employee's seniority is lost.
- B. There shall be a probationary period of 90 calendar days for all newly hired employees. During the probationary period, the Company may terminate the employee for any reason whatsoever. After this probationary period, the employee shall become a regular full-time employee and seniority will date from the date of current employment as stated in paragraph A above.
- C. Seniority shall be by department. An employee may hold seniority in only one department, except that if the employee is transferred from one department to another, the employee shall retain seniority in the department out of which the employee has been transferred for 90 calendar days after which the employee's total seniority shall be transferred to the new department, except as agreed in guidelines to "Fill-in Temporary Vacancies", (SECTION 18 JOB VACANCIES).

An employee who has bid on and has been awarded a job outside of his/her department and who is still in the 90 calendar day qualifying period of the new job is protected from any cutbacks or layoffs due to lack of work which occur in his/her original department during that 90 calendar day qualifying period.

If the employee chooses to return to his/her original department or the Company rejects him/her from the new department, such employee will be subject to any cutback or layoff already in effect, pending or to come in the employee's original department.

If during the 90 calendar day qualifying period a cutback or layoff due to lack of work occurs in the new department, the employee will be returned to his/her original department. Employees with "new" (bid and awarded) job classifications of custodian, assistant extrusion operator, and assistant press operator only, will have their accumulated time in the qualifying period frozen and held in credit for a period of ninety (90) days from the date they returned to their original department. Such credit will be voided if: 1) the cutback or layoff in the new department exceeds ninety (90) days, 2) the employee bids on and is awarded another job, or 3) if the employee voluntarily rejects or otherwise vacates the "new" bid award.

- D. The 90 calendar day probationary period shall apply to new hires, and transfers. The 90 calendar day qualifying period may apply when an employee moves to a job other than entry-level.
- E. The Company recognizes the principle of shift preference by seniority within the same job classification. There will be no bumping, however, and a permanent vacancy must exist on the shift to which a senior employee wishes to transfer. The employee may be requested to delay requested preference for a reasonable period of time due to the needs of the business. (See also Section 18).
 - 1. An employee who has vacated his/her job classification and/or shift and/or crew due to a successful job bid retains "rights" to that job classification and/or shift and/or crew until such a time as they establish regular status in the job to which they have

successfully bid. Therefore, if such an employee returns to his/her former classification by choice or by disqualification or any other means within the qualifying period, he/she will also return to his/her former shift and crew in that classification. All changes that took place after and as a result of the original successful job bid will then be restored to the original conditions.

While the Company will attempt to release the successful bidders in order of the successive vacancies, it is understood that such a procedure is not always possible.

In the event the successful bidders are not released in order of the successive job vacancies, the following procedure will apply:

- a. The successful bidder who is awarded the secondary job vacancy and is released to that job prior to the filling of the original vacancy will commence his/her qualifying period immediately.
- b. Within the qualifying period, such bidder will be informed as to whether he/she has achieved regular status in their new job classification. If that employee completes his/her qualifying period, such regular status will only be tentative until such time as the successful bidder who was awarded the original job vacancy completes his/her qualifying period.
- c. In the event the successful bidder who was awarded the original vacancy returns to his/her former job, shift and crew within his/her qualifying period, then the regular status of the bidder on the secondary job vacancy will be rescinded and he/she will be returned to his/her former job, shift and crew. In other words, all moves will then be reversed. All shift transfers which resulted from the job vacancies will then be reversed, also.
- d. Those job bidders who are displaced in accordance with c above, provided they successfully completed their qualifying period, will have the option to return to the classification from which he/she was displaced and at the same step in the wage progression he/she was at when the displacement occurred, should a new vacancy in the classification involved occur within sixty (60) days from the date of the displacement. The option will be offered to the displaced employee prior to posting of the job vacancy.

If the displaced employee agrees to return to the job classification from which he/she was displaced, the vacancy will not be posted and the qualifying period will not be applicable.

- 2. When shift changes are necessitated by the start-up of a shift schedule different from one currently in effect, the opportunity to bid on the new shifts will be posted for seven (7) calendar days and awarded by seniority in classification.
- 3. When shift changes are necessitated by the cancellation of a shift schedule, the employees on the canceled shift will take their place in the remaining or surviving shifts as their seniority will allow.
- 4. In restoring the workforce following a reduction in workforce, an employee displaced off of his or her shift and/or crew will be restored, on the basis of seniority, to where they were prior to the cutback. Employees who claimed a position under Section 20

(paragraph B or C) or were displaced to another shift or crew will have recall rights to their previously held position and shift or crew for twelve (12) months or until employees in his/her reduced classification have been recalled from layoff, whichever is longer. After twelve (12) months or when the last employee in his/her classification is recalled, whichever is longer, he/she will be awarded the position and shift or crew they currently hold.

- F. Transfers, promotions, and demotions to non-supervisory positions shall be based upon ability and qualifications except that seniority will be the determining factor when ability and qualifications are relatively equal. An employee will only retain "qualified" status with respect to a particular job for two (2) years after the date the employee last held the classification. An employee whose qualification expired must satisfy the ninety (90) calendar day qualifying period (referenced in Section 12 Part D) if re-entering the position, unless the qualifying period is waived by the Company in its sole discretion and the employee would be required to start the 28-month wage rate progression.
- G. When reductions in the working force become necessary, layoffs and recalls there from shall be on the basis of seniority, provided only that the employees retained be qualified to do the work available. (See also Section 20) Elected Union officers will have super seniority and will be the last to be laid off, subject to necessary qualification to perform the work.
 - Employees who are displaced from their jobs as a direct result of job eliminations and who cannot claim jobs according to the provisions of Sections 12 paragraph G and Section 20 paragraph A will be allowed to exercise their Plant seniority to claim the job of the least senior employee in any classification on any shift provided the employee is then qualified to perform the job claimed.
 - 2. Employees who are unable to claim a job as the result of the operation of the immediately preceding paragraph will be able to use the following procedure in an effort to retain a job:
 - 3. Employees may claim any job, except for Maintenance Mechanic, and they will then be given a ninety (90) calendar day trial period.

Employees may claim jobs in the following classifications without the need for any qualifying period:

Assistant Machine Operators Assistant Extrusion Operator Assistant Press Operator Plant Utility Custodian Core Cutter

An employee who fails to qualify for a job requiring a ninety (90) calendar day trial period a second time will be subject to the layoff.

4. If an employee claims a job for which he/she was previously and remains fully qualified, such employee will receive the highest rate of the claimed job. In all other cases, rates of pay will be determined according to the provisions of Section 19 of the Labor Agreement. This provision is subject to the limited "red-circle" protections established in relation to lowered rates of pay for certain jobs.

- H. Nothing in this paragraph shall be so construed as to prevent the Company from establishing an equitable plan for distributing available work among its employees during periods of reduced demands for the Company's products. However, senior workers who are retained during slack periods shall, as far as practicable, work at least thirty-two (32) hours per week. Workers with lesser seniority shall be laid off in sufficient numbers so that the thirty- two (32) hour workweek can be maintained. (See also Section 20, paragraph K).
- Any laid off employee who has done no work for the Company for two (2) years shall lose all seniority and shall have his/her name removed from the seniority list and such employee shall be so notified by the Company in writing to their last known address. (See also Section 20, paragraph J).
- J. A roster will be maintained and revised each three (3) months showing the names of all employees who have completed their current probationary period.
- K. Employees recalled after a reduction in workforce shall report to work within five (5) of his/her scheduled working days unless excused by the Company for cause. Failure to report shall result in termination of employment. Each employee is responsible for keeping the Company currently informed of their address and phone contact where applicable. (See also Section 20, paragraph I).

SECTION 13 - VACATIONS

- A. Employees will have the privilege of drawing vacation pay and continuing to work in lieu of taking a vacation for any eligible vacation. Vacation pay requested in advance for the following year will be limited to one (1) week (e.g., pay in December for January vacation).
- B. The determining period for vacation eligibility shall be January 1 through December 31.
- C. One (1) week paid vacation per year will be given to each employee who has completed one (1) year of continuous service with the Company prior to or during the current determining period. Two (2) weeks paid vacation per year will be given each employee who has completed three (3) years of continuous service with the Company prior to or during the current determining period. Three (3) weeks paid vacation will be given to each employee who has completed seven (7) years of continuous service with the Company. Four (4) weeks paid vacation will be given to each employee who has completed service with the Company. Five (5) weeks paid vacation per year will be given to each employee who has completed service with the Company. Five (5) weeks paid vacation per year will be given to each employee who has completed twenty-five (25) years of continuous service with the Company effective July 1, 2004.
 - 1. Employees who have two (2) or three (3) weeks of vacation may take up to one (1) week of vacation in single day increments under the following conditions:
 - a. All weeks of vacation must be scheduled as currently scheduled.
 - b. At the time an employee requests a single day of vacation, the employee must identify a day during a previously scheduled week of vacation which the employee will work and that day will become a regularly scheduled day of work.
 - c. Single days of vacation will be granted at the discretion of the Company on a first come first serve basis consistent with crewing and production needs.

- d. Pay for single days for non-continuous employees will be one fifth (1/5) of two percent (2%) of the last four quarters earnings including overtime but excluding any other extra wage payments or eight (8) hours at the employee's regular rate, whichever is greater. Pay for single days for continuous employees will be one-fourth (1/4) of two percent (2%) of the last four quarters earnings including overtime but excluding any other extra wage payments or ten (10) hours at the employee's regular rate, whichever is greater.
- e. Continuous shift employees may take four (4) single days. Non-continuous shift employees may take five (5) single days.
- 2. Employees who have four (4) or more weeks of vacation may take up to two (2) weeks of vacation in single day increments under the following conditions
 - a. All weeks of vacation must be scheduled as currently scheduled.
 - b. At the time an employee requests a single day of vacation, the employee must identify a day during a previously scheduled week of vacation which the employee will work and that day will become a regularly scheduled day of work.
 - c. Single days of vacation will be granted at the discretion of the Company on a first come first serve basis consistent with crewing and production needs.
 - d. Pay for single days for non-continuous employees will be one fifth (1/5) of two percent (2%) of the last four quarters earnings including overtime but excluding any other extra wage payments or eight (8) hours at the employee's regular rate, whichever is greater. Pay for single days for continuous employees will be one-fourth (1/4) of two percent (2%) of the last four quarters earnings including overtime but excluding any other extra wage payments or ten (10) hours at the employee's regular rate, whichever is greater.
 - e. Continuous shift employees may take eight (8) single days. Non-continuous shift employees may take ten (10) single days.
- D. All employees still in the active employ of the Company will receive vacation pay on the regular payroll dates, except employees whose first year's continuous service anniversary date falls after the start of the employee's scheduled vacation date. Such employees shall receive their vacation pay on the employee's anniversary date provided the employee is still in the active employ of the Company. Such employee's vacation pay will be computed at two percent (2%) of the employee's earnings, including overtime but excluding any extra wage payment, for the previous four (4) calendar quarters immediately preceding the vacation week for which the employee qualifies.
- E. Vacation pay for all other employees shall be computed as follows:
 - Employees absent from work for any reason, fifty-one (51) days or more (excluding eligible FMLA days and up to a maximum of fifteen (15) days per year spent by the executive board members in contract negotiations between the Company and the Union or on other meetings required by Union by-laws or Department of Labor regulations), in the previous four (4) calendar quarters immediately preceding the vacation week or weeks will have their vacation pay computed at two percent (2%)

of the employee's earnings, including overtime but excluding vacation pay or any extra wage payment, for the previous four (4) calendar quarters immediately preceding their scheduled vacation week or weeks for each week of vacation for which the employee is qualified.

- 2. Employees absent from work for any reason, fifty (50) days or less, in the previous four (4) quarters immediately preceding their scheduled vacation week or weeks will have their vacation pay computed at two percent (2%) of the employee's earnings, including overtime but excluding vacation pay or any extra wage payment, for the four (4) calendar quarters immediately preceding their scheduled vacation week or weeks for each week of vacation for which the employee has qualified, or forty (40) hours at their straight-time rate in effect on the last day immediately preceding the vacation week or weeks, whichever is greater. It is the Company's intent that if an employee begins his/her vacation in July, he/she gets the benefit of the July 1 general wage increase in his/her vacation pay calculation provided he/she qualifies for the forty (40) hour calculation instead of the two percent (2%) calculation.
- F. Where necessary because of production requirements, the Company may request a waiver of vacation; and in such cases vacation pay allowance will be made.
- G. Pro rata payments of vacation pay will be made to any employee who quits or is discharged for cause.
- H. Vacations will be scheduled by the Company consistent with production needs. The Company will consider the availability of seasonal employees in determining the vacation schedule.
- I. Full or partial plant shutdowns of one (1) full week may be scheduled up to three (3) times annually at any time based on production needs providing the Company gives the Union written notification of such shutdown thirty (30) days in advance (except where circumstances beyond the control of the Company do not permit thirty (30) days' notice). Employees not scheduled to work during the shutdown period may choose to use available vacation time during such shutdown.
- J. Vacations will be scheduled as follows:

Employees will submit vacation requests for the year no later than November 15 of the preceding year. Vacations will be scheduled by the Company consistent with production needs by seniority in classification, by side and by shift beginning with the first full week in January through the last partial week in December.

The Company will confirm employee vacation requests no later than January 1 of the vacation year.

K. Maintenance Department Vacation Fill-In Procedures

The following is an agreement that applies to the Maintenance Department only, and is intended to provide some relief to the junior Maintenance Mechanic in that department who may at times be required, through lack of seniority, to fill in for absences of others in such a sequence as to be scheduled for successive thirty-six (36) hour weeks over an extended period.

At such times as the junior Maintenance Mechanic would be required to work successive thirty-six (36) hour weeks because of his/her role of filling in for absences of five (5) days or more duration, and when and only if work is available as determined by management, the junior Maintenance Mechanic may be scheduled for four (4) hours additional time on a day other than any day he/she already works in that workweek, starting at the beginning of the/a given shift as assigned. This will occur only at management's discretion. Pay for the four (4) hours as defined will not be considered call-in pay as such, and will be paid in accordance with Federal Wage and Hour provisions and any applicable shift and/or Saturday or Sunday premiums applicable if any. A Maintenance Mechanic so scheduled will be expected to report as scheduled, subject to all regular absence, tardiness, and leave-early rules.

SECTION 14 - HOLIDAYS

A. The Company will observe eleven (11) paid holidays each year, and except for emergencies, and except for employees involved in a continuous operation, no work will be performed on the following days:

New Year's Day, New Year's Eve Day, Good Friday, Friday preceding Memorial Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day, Christmas Eve Day, and Christmas Day, or days celebrated by this Plant as such.

B. Employees on the twelve (12) hour continuous operation schedule will celebrate the day after "Christmas (December 26) as a holiday in lieu of the Friday following Thanksgiving. The Friday following Thanksgiving will be considered a regular day of work for all persons working the twelve (12) hour continuous operation schedule and for that day of work straight-time rates will be in effect. Further, employees on the twelve (12) hour continuous operation schedule only will not work on December 24, 25, and 26 in celebration of Christmas Eve, Christmas Day, and the Friday following Thanksgiving.

The company will determine whether employees on the twelve (12) hour continuous operation schedule in a given area will be scheduled to work on any of the other eight (8) hour holidays.

- C. Employees on the twelve (12) hour continuous operation shutdown on December 24, 25, and 26 will receive twelve (12) hours holiday pay at the regular hourly straight-time rate, including shift bonuses, for each of these holidays.
- D. When any of the above holidays fall on a Saturday, this Plant, with the exception of continuous operation employees, will celebrate the holiday the preceding Friday. When any of the above holidays fall on a Sunday, this Plant, with the exception of continuous operation employees, will celebrate the holiday the following Monday. All other holidays will be celebrated on the day of the week on which they fall. Holiday pay rates for work performed will be in effect only the days celebrated as holidays by this Plant, except for continuous operation employees who will celebrate the holidays on the actual calendar holidays, the only exception being the Friday after Thanksgiving which is clarified in paragraph B.

- E. Continuous operation as referred to in paragraph D refers to any continuous operation in effect in the Plant during the term of the Agreement
- F. Each eligible employee shall receive eight (8) hours pay at the regular hourly straighttime rate, including shift bonuses, for such celebrated days. When any of the above holidays occur or are celebrated during an employee's scheduled vacation period, such holidays will be counted as part of that vacation. In such cases, the eligible employee will receive eight (8) hours additional straight-time pay for the celebrated day in lieu of one additional day's vacation.
 - Further, in accordance with Section 14, paragraph D, of the Agreement, for employees who are scheduled on continuous operation twelve (12) hour shifts, the rate of pay for work performed on a holiday shall be one and one-half (1-1/2) times their regular rate of pay in addition to twelve (12) hours straight-time holiday pay without duplication or pyramiding of overtime. Employees who are scheduled on continuous operation twelve (12) hour shifts, who perform no work on a holiday, will receive twelve (12) hours straight-time holiday pay.
 - Clarification Examples: As stated in Section 14, paragraph D, continuous operation employees will celebrate the holidays on the actual calendar holidays. Therefore, if the Fourth of July, for instance, falls on a Sunday, the holiday is celebrated on Sunday and the holiday pay for an employee on the continuous operation twelve (12) hour schedule who works the holiday is calculated as follows:

Regular rate of pay	12 hrs.
+ 1/2 Regular rate of pay for Sunday	6 hrs.
+ 1/2 Regular rate of pay for working the holiday	6 hrs.
+ 12 hours holiday pay	<u>12 hrs.</u>
	36 hrs.

There will be no duplicating or pyramiding of overtime for Sunday holiday work and the maximum rate of pay will be 36 hours as per the above example.

If the holiday falls on Saturday: To the pay for the specific calendar Saturday, as defined in Section 8, paragraph A4 of the labor Agreement, add one-half (1/2) the regular rate of pay (six (6) hours) for working the holiday plus twelve (12) hours of holiday pay.

- G. Employees are eligible for holiday pay provided the employee has complied with the following provisions:
 - 1. Has completed their entire current probationary service with the Company.
 - 2. Has worked the full last regular scheduled workday immediately preceding and the full first regular scheduled workday immediately following the holiday (minor tardiness accepted) unless tardiness or absence is due to:
 - a. Death in the immediate family.
 - b. On-the-job injury.
 - c. Personal illness certified in writing by a medical doctor.
 - d. Layoff due to lack of work.

- e. In no case will an employee be eligible for holiday pay unless the employee has worked for the Company within seven (7) calendar days preceding or following the day celebrated as the holiday, except for a holiday during an employee's scheduled vacation as outlined in paragraph F of this section.
- f. Management may make exceptions to the above rules on consideration of reasonable circumstances presented.

DEFINITONS: "Full last and first regular scheduled workday" is defined as whatever hours an employee is scheduled. "Minor tardiness" is defined as thirty (30) minutes or less and shall be applicable to either the beginning or end of the employee's last or first full scheduled workday.

H. Any employee scheduled to work on a holiday will receive holiday pay provided they work the full scheduled workday unless absence or tardiness is due to one of the reasons listed above in paragraph G2. Employees who are required to work on a holiday shall receive pay at one and one-half (1-1/2) times their regular rate in addition to holiday pay.

SECTION 15 - DISCIPLINE

- A. The Company shall have the right to discharge for just cause and will inform the discharged employee or the representative of the employee the reasons for the discharge.
- B. Any employee who consistently fails to meet acceptable standards of job performance under normal conditions may be discharged
- C. Upon request, any discharge may be reviewed as a grievance, except discharge cases involving probationary and temporary employees will not be subject to the grievance procedure or any other review. However, if a discharge is protested through the grievance procedure, it will be considered to be properly filed at the Step 3 level. In order to meet the time criteria, such discharge grievance must be filed at the Step 3 level seven (7) calendar days prior to the monthly Step 3 meeting.
- D. References to this section, paragraphs A and B will be deleted from the employee evaluation form.
- E. Progressive disciplinary suspensions for X/O employees will be approximately equal in terms of straight-time hours lost, to similar suspensions for eight (8) hour shift employees. The Company will determine when any suspension is to be served. This type of suspension parity will not apply in cases of absenteeism, tardiness, or major infractions. If a suspension cannot immediately follow the employee's act or action that precipitated the suspension due to the attempt to maintain suspension parity, then the notification in writing of the intended suspension shall serve as the basis upon which future disciplinary action will be initiated regardless of whether or not the original suspension has yet been served.

Suspension parity shall be equated on the basis of the employee's normal work schedule and not in consideration of any extra overtime.

F. All disciplinary notices will be provided to employees within seven (7) working days after the Company determines discipline is appropriate.

SECTION 16 - MEDICAL EXAMINATIONS

In the interest of health, safety, and sanitation, the Company requires a pre-employment physical examination of all employees by the Company doctor. The Company also reserves the right to require additional physical examinations at any time during employment as circumstances may indicate. The Company will provide to any physician responsible for a fitness for duty examination a description of the employee's job. When in the judgment of a doctor with an M.D. degree, who is licensed to practice medicine in the state in which he is practicing, an employee's physical condition is such that the health of other employees is in danger or such that the employee is exposed to unwarranted danger or such that the Company is exposed to unreasonable compensation risks or other medical costs, the employee may be transferred to other work or terminated or sent on leave of absence. Such cases will be subject to review as a grievance under the grievance procedure set out elsewhere herein.

SECTION 17 - INSURANCE

A. LIFE INSURANCE

The Company provides a Group Life Insurance Policy, including Accidental Death and Dismemberment (AD&D), for each eligible employee. For the term of this Agreement, the Company will continue this insurance in accordance with the contents of the current booklet entitled "Your Group Life and Accidental Death and Dismemberment Plan," a copy of which is available to all employees. Effective July 1 each year of the Agreement, there will be a \$500 increase to the life insurance for every covered employee. With the July 1, 2021 increase, the amount of life insurance will be \$36,000 per covered employee. AD&D coverage will continue to be added to the Life Insurance Program.

Employees may purchase Optional and Dependent Life Insurance that is provided to non-union hourly and salaried employees.

B. SHORT TERM DISABILITY

Effective for disabilities occurring on or after July 2, 2021, the Company will provide a short-term disability benefit for full-time active employees after successful completion of their probationary period. The cost of this plan, which is incorporated herein by reference, shall be paid by the Company.

Benefits for eligible employees due to non-occupational injury or sickness shall be payable on the first day for inpatient hospitalization or on the sixth day for a nonoccupational injury or sickness which does not require inpatient hospitalization. The Summary Plan Description (SPD) will provide further information about this coverage.

The maximum weekly benefit shall be sixty percent (60%) of the employee's weekly base rate.

The total maximum coverage for each condition shall not exceed one-hundred-eighty (180) calendar days during any rolling fifty-two (52) week period.

C. HEALTH INSURANCE

The Consolidated Health Care Plan offered to salaried employees at the facility, which is subject to change, is incorporated by reference into this Agreement (Plan provided to Union Negotiating Committee).

Weekly employee contributions for the PPO Plan will be as follows:

January 1, 2022 – Single \$51.50; EE+Spouse \$88.50; EE+Children \$72.00; Family \$118.50

Weekly employee contributions for the HDHP Plan will be as follows:

- January 1, 2022 Single \$25.00; EE+Spouse \$62.00; EE+Children \$50.00; Family \$82.00
- January 1, 2023 Single \$25.75; EE+Spouse \$64.00; EE+Children \$51.50; Family \$84.50
- January 1, 2024 Single \$26.50; EE+Spouse \$65.75; EE+Children \$53.00; Family \$87.00

In the event that, during the term of this Agreement, two (2) or more of the employee premium contribution groups (Single, Employee + Spouse, Employee + Children, Family) exceed the annual premium contribution rates of comparable salaried premium groups (Single, Employee + Spouse, Employee + Children, Family), the Union shall have the option of remaining in the premium contribution schedule as shown above, or changing to the salaried premium contribution schedule for all premium contribution groups (Single, Employee + Spouse, Employee + Children, Family) for the duration of this Agreement. Notification of such change by the Union must be made no later than October 1 preceding the calendar year in which the premium contribution change will become effective.

Any eligibility requirement of Health Risk Assessment (HRA) will not be extended to employees and dependents during life of Agreement.

Health Care Task Force

The health care task force will continue to meet to monitor health and drug plan costs. The parties may agree to discuss substance abuse issues as well.

In the event the Union requests a meeting to propose an alternative health care plan during the life of this agreement, the Company will agree to meet with the Union at a reasonable time and place to review the Union's proposal. This shall not constitute an opening of the agreement, nor shall there be any changes unless mutually agreed upon between the parties.

D. LEAVES OF ABSENCE

The Company will pay the employee's share of the premium for the health care and prescription drug plan for the first thirty (30) days of a leave of absence due to the employee's illness. If the leave continues for more than thirty (30) days, the employee's share of the premium will be deducted from any short term disability benefits. This same procedure will apply to the Group Sickness and Accident Insurance, the AFNA Dental Insurance Program (See also Section 20, paragraph H)

The Company will pay the employee's share of the health care and prescription drug premium while on layoff or non-medical leave of absence up to a maximum limit of three (3) months.

E. DENTAL INSURANCE

The Company will provide Dental Insurance as follows:

The Company will offer employees the AFNA Dental Plan provided to salaried employees at the facility, which is incorporated herein by reference, and employees will pay the same premium contribution as the salaried employees at the facility. Both the dental plan and the premium contribution level are subject to change by the Company annually. (The plan, which has been provided to the Union, is incorporated herein by reference).

F. VISION INSURANCE

The Company will offer employees the AFNA Vision Plan provided to salaried employees at the facility, which is incorporated herein by reference, and employees will pay the same premium contribution level as the salaried employees at the facility. Both the vision plan and the premium contribution level are subject to change by the Company annually. (The plan, which has been provided to the Union, is incorporated herein by reference).

G. WELLNESS PROGRAM

The Company will offer employees the opportunity to participate in any rewards connected with the Company wellness program, incorporated herein by reference. The wellness program and any associated rewards are subject to change by the Company. (The plan, which has been provided to the Union, is incorporated herein by reference).

SECTION 18 - JOB VACANCIES

- A. When permanent job vacancies occur, or when new jobs are created within the bargaining unit, the Company will post a notice of such vacancies subject to the "Operator Move-Up System" language below on the plant bulletin board for a period of seven (7) calendar days so that employees may have the opportunity to apply for them.
 - When a permanent shift opening becomes available, the shift opening will be posted on the department bulletin board for a period of seven (7) calendar days so that employees in the job classification may have the opportunity to apply for the opening. This period of seven (7) calendar days may run concurrently with the seven (7) calendar day period provided for in the immediately preceding paragraph. Job vacancies will not be filled until such time as the shift bid has been awarded.
- B. Consideration of applications for such positions will be in accordance with paragraph F of Section 12, Seniority. When ability and qualifications are relatively equal, seniority will then become the determining factor.

In all departments except maintenance and except for postings with multiple openings, the Company will make every effort to determine the successful bidder within 14 calendar days from the date of the posting removal.

The successful bidder will be placed on the awarded job no longer than thirty (30) calendar days from the date of the award. (In administering this paragraph, particular attention should be given to Section 12, paragraph E1)

C. Employees will be limited to one (1) successful bid to a lateral or lower-rated job in a six (6) month period unless otherwise approved by management. Approval of management will not be given until all employees who have signed the bid are offered the job. Where a bid sheet contains the shift and crew of the open position, a successful bid is defined as having bid and been offered the position. In this event, the six (6) month period begins the day the employee is offered the new job. Otherwise, a successful bid will be defined as having bid, been offered and accepted the job. In this event, the six (6) month period begins on the day the employee accepts the job.

Notwithstanding the language above, employees will be entitled to one (1) bonus bid during the term of this contract. Once this bonus bid has been used, the employee will follow the existing bidding language.

- D. When a job bid is awarded, the Company will specify the shift to which the employee will be assigned. At that time, the employee will be given the opportunity to accept or reject the bid.
- E. Employees who bid to a lower rated job for which they are already qualified will not have a qualifying period. They will be classified immediately as a regular employee in the classification to which they transfer, on the effective date of the transfer. When an employee is not already qualified, management will determine whether the employee will go through a ninety (90) calendar day qualifying period. In such a case, management will inform the employee whether he/she will go through ninety (90) calendar day qualifying period. In such a case, management will inform the employee whether he/she will go through ninety (90) calendar day qualifying period, prior to the employee's acceptance or rejection of the bid.

Operator Move-Up System

This is to document that the parties fully discussed and agreed to the following terms and conditions of the assistant machine operator-machine operator; assistant press operator-press operator; assistant extrusion operator-extrusion operator progressions.

Daily Fill In

When overtime is exhausted and there is still a need for an operator, assistants may volunteer to move-up as the daily fill-in. If not enough assistants volunteer, the senior assistant must move-up as the daily fill in.

Progression

Assistant Press Operator – Press Operator; Assistant Extrusion Operator – Extrusion Operator; Assistant Machine Operator – Machine Operator.

Procedure:

Bids will be posted only for assistant operator. Said classification is the entry level classification for the operator progression. The wage progression for these classifications will be in accordance with the provisions of Section 19 of the current agreement, and the applicable wage chart.

Assistant operators will remain in the classification (unless bid out) until an operator's job becomes available. When that event occurs, <u>all operator job openings will first be posted and awarded according to the bid system as outlined in Section 18 – Job Vacancies. If no bids are received, the operator's job will be offered to the assistant operator with the highest seniority. If he/she has had one year or more in the assistant operator with highest seniority has less than one year in the position of assistant operator, he/she may decline the move to operator. If the most senior assistant operator is eligible to decline and does decline the move to operator, the operator, the opening will be offered by seniority to the remaining current roster of assistant operators.</u>

An assistant can volunteer for an operator position one time before he/she is in the job one year. If he/she does not make it, he/she can go back to assistant operator as long as it is still within that year. Failure to qualify under these circumstances will not count as one of the two attempts an employee has to qualify as an operator.

Extrusion and Pressroom

In the event no one on the assistant operator roster accepts the opening, the most senior assistant operator with more than one year of experience as an assistant operator will be required to accept the opening and will automatically move into the operator classification at the 22-month rate of the operator's wage progression and will commence a new ninety (90) calendar day qualifying period.

Converting

In the event no one on the assistant operator roster accepts the opening, the most senior assistant operator with more than one year of experience as an assistant operator will be required to accept the opening and will automatically move into the operator classification at the 16-month rate of the operator's wage progression and will commence a new ninety (90) calendar day qualifying period.

If no assistant operator has one year of experience, then the most senior assistant operator who initially declined will be required to accept the opening. Any employee can only bid on the same assistant position once in every 18 months. Wage progression steps will follow in accordance with the published wage chart.

Failure to qualify as an operator during that classification's ninety (90) calendar day qualifying period, the employee will go back to the assistant operator's classification. However, such an employee will be allowed up to nine (9) months to bid on any vacancy outside his/her operator progression. In the event that employee remains in the assistant operator classification longer than nine (9) months, he/she will automatically be assigned to the next operator opening. If an employee fails to qualify as an operator in the new operator progression to which he/she bid or a second time in the same operator progression, his/her employment is terminated.

Assistant operators will be on the basic roster for overtime and only used to operate the equipment during training and for relief at lunch break as part of their training procedures, and, if qualified, on the backup rosters for operator.

Helpers will be on the assistant operator's basic roster for overtime.

Crew Preference Requests

 Consideration will be given to written requests to change from one-day crew to the other day crew, and likewise from one-night crew to the other night crew. Such requests may be submitted at any time, but only requests on file at the time a determination is being made will be considered. Requests that are not granted will be returned to the employee advising him/her of such.

Such changes:

- a. Will occur only when an opening exists.
- b. Will occur when the change will cause no additional cost to the company.
- c. Will be limited to no more than one change per employee within any three (3) month period.
- d. Will be limited to two (2) changes at the same time, such as one person moving from O to X and one other person (only) moving from X to O in a subsequent and related move.
- e. To be granted, will be awarded on the basis of seniority of employees who have requests in at the time of determination.
- f. Will be subject to maintaining a balance of experience on each crew.

In the case of job classification bid awards:

- a. One other consideration of crew preference will be allowed in the case of multiple openings within a classification. Senior persons being awarded the bid may request a particular crew when openings exist. This again will be subject to maintaining a balance of experience on each crew.
- 2. Job vacancies will be posted prior to 10:00 a.m. on the morning of the posting.

SECTION 19 - TRANSFERS

- A. Internal Department Job Transfer
 - When an employee bids on, and is accepted for a higher wage classification job within that employee's department, that employee shall transfer to the new classification at the closest higher rate to the employee's existing rate at time of transfer. Thus, such increased rate changes will vary according to the applicable Wage Chart at time of transfer. The transferred employee will start a new time progression period and qualifying period as of the date of transfer.
 - 2. When an employee bids on, and is accepted for a job within the employee's department that has the same wage rate classification as the employee's existing classification, the employee will transfer to the new position at the existing pay rate according to the applicable Wage Chart. However, the employee will transfer accumulated wage progression time from the old classification wage progression category.
 - 3. In the event an employee bids on, and is accepted for a lower wage classification within that employee's department, the employee shall transfer to the new classification at the closest higher rate to the employee's existing rate at time of

transfer. The transferred employee will start a new time progression period effective as of the date of transfer.

- B. Department-to-Department Transfer
 - 1. When an employee with less than one (1) year's seniority bids on and is accepted for a job outside the employee's present department, the employee will move back to the start rate of the new job and start a new time progression period and qualifying period.
 - 2. When an employee with one (1) year or more seniority bids on and is accepted for a job outside the employee's present department, the employee will transfer to the new job classification at the next lower rate, except in transfers to Maintenance Mechanic, wherein the employee will transfer at the next lower rate or the 16-month rate, whichever is lower, and start a new time progression period and qualifying period.

SECTION 20 - REDUCTION IN WORK FORCE

- A. When reductions in the working force become necessary, layoffs and recalls there from shall be on the basis of plant seniority, provided only that the employees retained be qualified to do the work available. Elected Union officers will have super seniority and will be the last to be laid off, subject to necessary qualifications to perform the work.
- B. An employee has the option to claim a job for which he/she was previously and remains qualified; such employee will receive the highest rate of the claimed job. In all cases, rates of pay will be determined according to the provisions of Section 19 of the Labor Agreement. The provision is subject to the limited "red-circle" protections established in relation to lowered rates of pay for certain jobs.
- C. Employees who are displaced from their jobs as a direct result of reduction in workforce and who did not or could not claim a job according to Section 20, paragraph B will be allowed to exercise their Plant seniority to claim the job of the least senior employee in any job classification listed below on any shift. Upon claiming a job, plant seniority will transfer to the department of the claimed job. In the event a permanent shift opening becomes available after the job is claimed, the Company will fill it consistent with Section 18, paragraph A1. Rates of pay will be determined according to the provision of Section 19 of the Labor Agreement. This provision is subject to the limited "redcircle" protections established in relation to lowered rates of pay for certain jobs.

Employees may claim any job except Maintenance Mechanic and they will then be given a ninety (90 calendar day trial period.

Employees may claim jobs in the following classifications without the need for any qualifying period:

Assistant Machine Operator	Plant Utility
Assistant Extrusion Operator	Custodian
Assistant Press Operator	Core Cutter

An employee who fails to qualify for a job requiring a ninety (90) calendar day trial period a second time will be subject to the layoff.

- D. Reduced employees that claim a job will go through a ninety (90) calendar day trial period. If an employee fails to pass the trial period, he/she will be allowed one (1) additional opportunity to claim a different job.
- E. It is agreed between Union and Company that we should restore up to twelve (12) months as conditions permit back to the conditions prior to the reduction. There will be no job postings for the effected classifications within this timeframe.
- F. Employees who claimed a position under Section 20 (paragraph B or C) or were displaced to another shift or crew will have recall rights to their previously held position and shift or crew for twelve (12) months or until employees in his/her reduced classification have been recalled from layoff, whichever is less. After twelve (12) months or when the last employee in his/her classification is recalled, whichever is longer, he/she will be awarded the position and shift or crew they currently hold.
- G. It is understood the Company will use the reduced employee in his/her actual classification, at the actual classification rate, and on the current shift and only in emergency, unusual situation, or qualification will hold other on overtime.
- H. The Company will pay the employee's share of the premium for the Group hospital medical plan for the first thirty (30) days of a leave of absence due to the employee's illness. If the leave continues more than thirty (30) days, the employee's share of the premium will be deducted from any short term disability benefits. This same procedure will apply to the Group Sickness and Accident Insurance, the AFNA Dental Insurance Program.

The Company will pay the employee's share of the health care and prescription drug premium while on layoff or non-medical leave of absence up to a maximum limit of three (3) months.

- Employees recalled after a reduction in workforce shall report to work within five (5) of his/her scheduled working days unless excused by the Company for cause. Failure to report shall result in termination of employment. Each employee is responsible for keeping the Company currently informed of their address and phone contact where applicable.
- J. Any reduced employee who has done no work for the Company for two (2) years shall lose all seniority and shall have his/her name removed from the seniority list, and such employee shall be so notified by the Company in writing to their last known address. (See also, Section 12, paragraph I)
- K. Nothing in this paragraph will be so construed as to prevent the Company from establishing an equitable plan for distributing available work among its employees during periods of reduced demands for the Company's products. However, senior workers who are retained during slack periods shall, as far as practicable, work at least thirty-two (32) hours per week. Workers with lesser seniority shall be laid off in sufficient numbers so that the thirty-two (32) hour workweek can be maintained.
- L. Procedure for Reductions in the Work Force relative to the X/O Crews

- 1. The employees who exercise job and shift preference at the initial cutback only, under Section 21 paragraph B will be limited to those employees who are being reduced out of their classifications.
- 2. Those employees who will be reduced from their shift but retained in the reduced classification will be allowed to exercise such crew and shift preference as are available in their own classification only, based on their relative seniorities.
- 3. In order to avoid, wherever possible, forcing employees to move from one side to the other of the X/O crews, the following principles shall be used during a period or reduction on the X/O crews.
 - a. Vacation and leave of absence fill-ins shall be selected by temporarily recalling the senior cut back employee on the <u>same shift</u> and on the same X or O crew as the employee who is taking vacation or is on a leave of absence.
 - b. If there is no reduced employee on the same shift and crew, the Company shall temporarily recall the senior cut back employee on the <u>other shift</u> of that same X or O crew in order to fill the vacation or leave of absence.
 - c. If there is no reduced employee on the same X or O crew, the company shall temporarily recall the junior cut back employee on the <u>other crew</u> in order to fill the vacation or leave of absence vacancy.
- M. Full or partial plant shutdowns of one (1) full week may be scheduled up to three (3) times annually at any time based on production needs providing the Company gives the Union written notification of such shutdown thirty (30) days in advance (except where circumstances beyond the control of the Company do not permit thirty (30) days' notice). Employees not scheduled to work during the shutdown period may choose to use available vacation time during such shutdown.

SECTION 21 - VOLUNTARY TIME OFF/VOLUNTARY LAYOFF

In an effort to avoid a permanent reduction in workforce, the following procedures may be followed when management determines that crewing levels exceed production needs.

- A. Voluntary Time Off
 - 1. Daily

At the beginning of the shift employees who are interested in VTO should ask their Crew Leader and/or Crew Manager if there are any opportunities. When needed, voluntary time off will be offered on a daily basis, by department, by full shift, partial shift on a first come, first serve basis. Employees must report to work to be considered. If an employee is awarded a daily VTO opportunity, he/she will then have the option of using that occasion as a single day vacation if the employee is eligible to take single vacation days and has single vacation days available.

2. Advance Daily

In the event that daily VTO is known in advance, employees will be afforded the opportunity to sign a roster for advance daily VTO indicating their interest in the VTO opportunity. Employees will be awarded the VTO opportunities following the same roster process that is used for voluntary overtime. Employees who are

awarded advance daily VTO will not be required to report to work and will have the option of using that occasion as a single day vacation if the employee is eligible to take single vacation days and has single vacation days available.

3. Weekly

As needed VTO will be offered on a weekly basis as needed by department, by classification, by shift or crew and will be awarded in the following priority order: split week in full-day increments (shared between two employees by seniority), full shift, partial shift. VTO will be awarded on the basis of seniority per the sign-up sheet posted in the effected department. If an employee is awarded a weekly VTO opportunity, he/she will then have the option of using a week of vacation of their choice.

- 4. The following procedure will be used when the need arises to employ Voluntary Time Off (VTO).
 - a. The Company will determine the need based on the state of the business and to avoid a layoff of hourly employees.
 - b. A VTO roster will be posted the week prior to the time off being offered. Employees will sign the roster by choosing either the week or the day(s) they would like to have off.
 - c. VTO will be offered in this order of preference: 1) Weekly and 2) Daily. Those who sign up for the weekly VTO slots will be considered first, by shift, by classification, by seniority. After the weekly VTO slots are filled, if there is still a need, daily VTO slots will be filled, by shift, by classification, by seniority.
 - d. The awarding of VTO will be administered per the overtime roster language of the CBA.
 - e. It is understood that if an employee signs up for VTO and it is awarded, the employee is required to take the awarded VTO time off.
 - f. In the case where there may be additional need for VTO, and assuming an employee did not sign up for VTO the week previous and if an employee wishes to take a VTO day, the employee will be required to come to work and sign up for VTO (per the current contract language) and it will be awarded accordingly.
 - g. With weekly VTO awards an employee can move available vacation into the awarded VTO timeframe. With daily VTO awards, an employee can move a single day of vacation into the awarded VTO timeframe if the employee is eligible to take single vacation days and has single vacation days available.

Management will decide how many openings there are on each shift based on production needs and schedule accordingly.

- B. Voluntary Layoff Procedure
 - 1. Eligibility and Notification
 - a. Voluntary layoffs will be approved based on production needs by classification and seniority (in that respective order). All bargaining unit employees are eligible to apply for a voluntary layoff, but not all requests may be granted. The intent is to allow as many volunteers to take a layoff and be eligible for unemployment benefits, as possible. Voluntary layoffs will be for a four-week period, and will be awarded in the following priority order: monthly, weekly, split week (in full-day increments shared between two employees by seniority), full shift, partial shift.
 - b. An employee who is voluntarily laid off may elect to return to work or volunteer for another four-week layoff. This is an automatic return to work option, and the voluntarily laid off employee will not have to wait for improved business levels. Also at that time, other employees might elect to be voluntarily laid off for the next four-week layoff period.
 - c. If recall takes place before the four-week time period ends employees will be called back within their classification according to seniority (least seniority first). After the voluntary layoff ends, those laid off employees will be reassigned to the department, shift, and position they held prior to layoff. It could be, however, that some temporary reassignments will be required to balance crews. Since this is done by seniority, these same employees may end up on different shifts or jobs.
 - d. <u>All employees</u> returning from layoff must report to work within five calendar days following notice provided to the telephone number or email address supplied by the employee at the outset of the layoff, unless excused by management for extreme circumstances (such as inability to return from international travel). Failure to report will result in termination of employment.
 - 2. How to Sign Up for Voluntary Layoff
 - a. Employees interested in a voluntary layoff must sign the "Layoff Sign-Up Sheet" in their department approximately two weeks prior to the layoff period. Signing up for a voluntary layoff will not guarantee that an employee will receive the layoff. Employees will be laid off on the basis of seniority, provided only that the employees retained be qualified to do the work available.
 - b. A list of employees approved for a voluntary layoff will be posted by 3:00 p.m. on Wednesday prior to the first day of the layoff period.
 - 3. Service and Benefits
 - a. Seniority Dates Seniority dates will not be affected by layoff.
 - b. All Benefits Benefits will be affected as outlined in the current labor agreement. Amcor Flexibles North America will continue health-care benefits for up to 90 days while on lay-off. Employees who are laid-off for more than 90 days will be offered the option to continue health-care benefits by paying the current COBRA monthly rates.

- c. Vacation pay may also be affected if an employee is laid-off for more than 50 days, depending upon the timing of future vacations.
- d. Pension benefits may also be affected if sufficient hours are not worked in the calendar per the Plan language.
- 4. Temporary Assignments
 - a. If not enough employees from the effected classification(s) take Voluntary Layoff, Voluntary Layoff will be offered to other classification(s) based on production needs. The least senior employees from the effected classification(s) will then be transferred by seniority to fill the vacancies created by Voluntary Layoff. If an employee is moved to a job with a different pay scale, the employee's pay will change to correspond with the new position or stay the same as their regular job classification, whichever is higher.

SECTION 22 - TEMPORARY TRANSFERS

The Company may temporarily transfer employees for a period not to exceed fourteen (14) calendar days to respond quickly to cover for short term production needs. In the event of a temporary transfer, bargaining unit employees will be utilized across departments as needed. The least senior employee(s) from the various departments/classifications/shifts will be selected to perform the necessary work, provided, however, any temporary employees in the same department/classification/shift will be selected first. Management will determine the number of employees to be utilized from each department, classification and shift. Employees will retain their classification wage rate unless the employee is reassigned to a higher rated job, he/she shall then be paid the higher rate of the two jobs.

SECTION 23 – LEAVE OF ABSENCE

- A. The Company recognizes that employees may have certain personal responsibilities or conditions of health which necessitate their absence from work. Requests for reasonable leaves of absence (other than qualifying FMLA leave requests) for specified periods will be considered and granted at the discretion of the Company. Sick leave requests will be given proper review and due consideration by the Company. A copy of any denial for sick leave requests will be given to the Union Secretary. Requests for such leaves shall not be unreasonably denied.
- B. Such leaves of absence, granted to regular employees, will be without pay. Requests for leave of absence shall be made by the employee to the Company through the employee's immediate supervisor in writing, advising the reason and the length of absence required. Any leave granted by the Company will be in written form from the Company to the employee with a copy to the secretary of the Union. The employee on leave will give at least forty-eight (48) hours' notice to the Company through the immediate supervisor of that employee's intention to return to work at the end of his/her leave. Any employee who is otherwise eligible to work at the Company but who chooses to be employed or accepts employment elsewhere during the leave of absence, without prior agreement with management, is subject to immediate dismissal.
- C. Justified personal leaves may be granted up to a period of thirty (30) days. Sick leaves, certified by a doctor's statement, may be granted for periods up to six (6) months. In either case, the period of the leave may be extended by the Company upon

the submission of satisfactory medical evidence, and upon request of the employee. Any such extension of leave granted shall be in writing from the Company to the employee with a copy to the Union secretary. Requests for such leaves will not be unreasonably denied.

- D. Failure to return to work on expiration of leave or to receive authorization in writing from the Company to extend the leave will be considered sufficient cause for termination. Unauthorized leaves of absence are considered sufficient cause for termination.
- E. Seniority will not accumulate during leaves of absence beyond sixty (60) days in any one year except leaves of absence due to sickness, compensable injury, or Union officer or Delegate leave for Union business as set forth in Section 29. One (1) year in this paragraph refers to one (1) calendar year, and any leave regardless of its length commencing in a calendar year will be charged only to that year.
- F. The following are considered to be covered under personal leave of absence.
 - Leaves that qualify for FMLA but denied because of not being eligible due to hours.
 - Extending condolence leave.
 - Domestic violence including getting a protective order.
 - Natural disaster and/or significant damage to residence or transportation
 - Criminal acts Victims
 - Public Service Volunteers (10 occurrences) (e.g., Volunteer Fire Department, minister, First Responders, elected official).
 - Employee being called away for an emergency for immediate family member(s) (covered under condolences) while at work or within 12 hours prior to the start of their shift (with documentation employees should apply for FMLA).
 - Birth of a grandchild if unable to trade or move up vacation.
 - Child's graduation from high school or college.
 - Special circumstances not covered by the personal leave of FMLA leave case by case basis (employee record can be considered).
 - Personal medical condition for less than 3 days (at the discretion of HR and medical documentation to support).

SECTION 24 - JURY DUTY

Any regular employee who is required to be absent from work in order to serve on a jury shall receive the difference in pay between eight (8) hours at the straight-time hourly rate and the pay the employee receives for jury duty service.

The provisions of the preceding paragraph apply only to employees who are scheduled on eight (8) hour shifts. For employees scheduled on twelve (12) hour shifts, they will be paid the difference between twelve (12) hours at the straight-time hourly rate and the pay the employee receives for jury duty service.

SECTION 25 - CONDOLENCE LEAVE

A. In the event of the death of a member of a regular employee's immediate family (See paragraph C), the employee shall be compensated for the maximum number of eight (8) hour days for 8 hour employees.

For those employees on twelve (12) hour shifts, the compensation shall be for the maximum number of twelve (12) hour days (See paragraph D).

- B. To be paid for the number of days specified in paragraph D of this section, employees must schedule and take the condolence leave within 4 weeks from the day of the death.
- C. Members of the immediate family shall be limited to husband, wife, mother, father, sister, brother, children, mother-in-law, father-in-law, half-brother, half-sister, stepmother, stepfather, stepchildren, brother-in-law, sister-in-law, great-grandparents, grandparents, great-grandchildren and grandchildren.
- D. The condolence leave compensation maximums shall be as follows:

Husband or wife - five (5) days Children, step-children - five (5) days Mother, father, sister, brother, mother-in-law, father-in-law, half-brother, half-sister, stepmother, stepfather - three (3) days Grandparents or grandchildren - two (2) days Brother-in-law, sister-in-law, great-grandparents, great-grandchildren – one (1) day

E. An employee must schedule the condolence leave with the immediate supervisor.

SECTION 26 - RETIREMENT

A. BEMIS HOURLY RETIREMENT PLAN

 The Company has established a retirement plan for Bemis hourly employees which covers employees in the bargaining unit represented by the Union at the Terre Haute, Indiana, Plant of Amcor Flexibles North America, Inc., as set forth in the booklet, "Bemis Hourly Retirement Plan", a copy of which is available to all employees. Each job in the Plant is assigned to one of the two groups listed below:

GROUP I

Assistant Press Operator Assistant Extrusion Operator Assistant M

Assistant Machine Operator

GROUP II

Machine Operator Extrusion Operator Platemaker/Mounter Press Operator	Master Extrusion Operator Master Platemaker/Mounter Master Press Operator Ink Blender
•	
Slitter Operator	Master Mechanic
Maintenance Mechanic	Tool & Parts Specialist
Pumper Handler	**Handler
**Plate Cylinder Processor	**Custodian
*,**Press Helper	
*,**Extrusion Helper	**Salvage Inspection Coordinator
**Plant Utility	Core Cutter
Set Up Crew	Maintenance Assistant
A Mechanic	

*This classification is obsolete; no further vacancies will be filled.

**The Handler, Plate Cylinder Processor, Custodian, Press Helper, Extrusion Helper, Plant Utility, and Salvage Inspection Coordinator positions are in Group II for pension purposes only, and is considered a Group I classification for all other purposes.

2. The monthly benefit rates, per year of credited service, with the effective date are listed below:

	6/30/2021
Group I	\$28.75
Group II	\$33.25

- 3. Vesting for retirement benefits is five (5) years.
- 4. The maximum years of credited service for retirement is forty (40) years. Discount for early retirement will be 5% for each year between 65 and 60 years of age and 4% for each year between 60 and 55 years of age.

B. 401 (k) SAVINGS PLAN

The Company will offer employees the Union 401K Plan which is incorporated herein by reference. (The plan, which has been provided to the Union, is incorporated herein by reference)

- C. The existing Bemis Hourly Retirement Plan and Company 401(k) Savings Plan will be closed to employees hired after June 30, 2018. Employees hired after June 30, 2018 will be eligible for the Union 401(k) plan. Amcor Flexibles North America, Inc. will make an annual contribution to each employee's account in the amount of 2% of the employee's prior year eligible earnings (as defined in the Amcor UAIPSP plan). The Company contribution will be made once per year in February to employees who were employed on December 31 of the previous year.
- D. Employees will provide sixty (60) days of notice prior to retirement whenever possible.

SECTION 27 - PLANT VISITS

- A. Where necessary for the investigation and/or proper disposition of a grievance, a local or international union representative may visit the factory during working hours. When such visits are desired, the union representative will notify in writing the Plant Manager or Human Resources Manager in advance. Such visits shall be held to the minimum necessary and shall not interfere with business operations. Requests for such access will not be unreasonably denied.
- B. Consistent with this paragraph, Union Stewards will be allowed necessary time for purposes of adjusting possible grievances of employees. If a union steward is unavailable in a department in which an employee requests representation to discuss a possible grievance, a steward from another department shall be notified within thirty (30) minutes and shall be allowed to visit the employee, providing that the steward requests and receives permission from the crew leader of his/her department and the crew leader of the department to be visited. Such visits shall be held to the minimum necessary and shall not interfere with business operations. If the departure of the Steward would interfere with operations, the crew leader will attempt to make

arrangements that will allow the Steward to visit the other employee as soon as practicable.

SECTION 28 - UNION BULLETIN BOARD

The Union shall have their own bulletin board in the Plant and posting Union notices on this bulletin board provided such notices do not contain offensive and inappropriate material as defined in the Code of Business Conduct and Ethics.

SECTION 29 - UNION BUSINESS

The Company recognizes the right of the Union to designate Union Stewards and Shop Committees to handle such union business as may from time to time be delegated to it by the Union Executive Board.

With proper notice of at least one (1) week, to the Human Resources Department, up to five (5) employees designated by the Union will be granted necessary time off without pay to conduct union business. This shall not include the filing of unfair labor practice charges against the Company or engaging in leafleting or picketing of the Company.

With proper notice of at least one (1) week, to the Human Resources Department, reasonable time off will be granted as follows:

- A. Once annually, union officers and shop stewards will be granted time off without pay for a two-day training session.
- B. Union officers will be granted time off to attend monthly labor/management meetings scheduled by the Company.
- C. Union officers as well as one (1) shop steward per department, per shift/crew, will be granted necessary time off without pay to attend monthly union meetings, any unforeseen circumstances beyond the control of the Local Union that will require a special meeting, attend arbitration hearings, or participate in collective bargaining meetings scheduled with the Company.

In the event the absence of one or more of the employees would create a problem with normal production needs, the Company may require that an alternate or alternates be named. In the event of such time off such employees shall continue to retain and accrue seniority and such other benefits as set forth in this agreement and shall return to their former positions upon expiration of the time off.

It is further agreed that no more than two (2) union members shall receive a leave of absence for a period not exceeding one (1) year for the purpose of attending to Union business which may or may not be directly related to Union activity at the plant. In the event of such leave such employees shall continue to retain seniority as set forth in this agreement and shall return to their former positions upon expiration of the leave.

SECTION 30 - COMPLETION BONUS

A. In the event that the operation of the Terre Haute Plant would be terminated, completion bonus would be paid per the following conditions:

- B. All employees with less than one (1) year of service (based on the first date of current employment) on the day of the termination of operations would not be eligible for completion bonus.
- C. All employees accepting employment in other Amcor Flexibles North America Inc. Plants would not be eligible for completion bonus.
- D. Each eligible employee shall be paid twenty (20) hours of straight-time pay (at rates current at the date of the termination) for each year's service since the date of the employee's last hire, plus a proration of such amount for fractional years' service since the employee's last anniversary date of last hire.
- E. In addition to the above, each eligible terminated employee shall be paid for vacation earned and not taken. In addition, each employee who is terminated after having reached his/her anniversary date for that given year shall receive prorated vacation pay for time worked since the last anniversary of the date of such employee's last hire.
- F. The payment of completion bonus and earned and prorated vacation pay fulfills the Company's total obligation to all employees receiving such pay except for any vested pension benefits that such employees may have gained. Employees receiving completion bonus will be dropped from the seniority roster.

SECTION 31 - SAFETY AND HEALTH

- A. The Company's policy is to maintain a plant in which employees may work safely and healthful and it will give full consideration to suggestions from the Union. To this end, there shall be a safety committee, ten (10) members to be appointed by the Union and three (3) or more by the Company. The safety committee will assist with any safety campaigns that may be deemed necessary and agreed upon by the Company. It also will meet monthly, alternating inspections of the Plant with meetings to discuss recommendations and proposed courses of action for the safety program. Both the Union and the Company shall make known the membership of the safety committee so that employees who may become aware of an unsafe condition can bring such condition to the attention of the particular safety committee member in their work area.
- B. The ten (10) members of the Safety Committee appointed by the Union will be designated as safety stewards with the ability to process grievances on health and safety issues in the same manner as department stewards. It is understood that the safety stewards would in such cases be acting as regular stewards.
- C. The Company will reimburse employees up to a maximum of \$250.00 per year for prescription safety glasses and/or approved steel-toe safety shoes provided appropriate documentation is provided to the Company. Special steel-toe safety shoes prescribed by a doctor will be reimbursed at 100%.
- D. The Company may use cameras at all entrances and exits into the facility in order to ensure the safety of the facilities and its employees. Those cameras will be monitored by security employees. The Company may also use cameras to monitor equipment on an as-needed, non-permanent basis. In the event cameras are needed for day-to-day issues that arise, the Union and Company must mutually agree that the camera's video may be used for discipline.

E. In addition to the participation in the Safety Committee, the Plant Manager and the Union President will conduct a monthly safety walk in rotating areas of the plant.

SECTION 32 - NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees without discrimination based on race, creed, color, gender, national origin, age, marital or maternity status, religion or political beliefs, sexual orientation, disability, veteran status or other status protected by applicable law.

SECTION 33 - MISCELLANEOUS

- A. The Company will provide the use of three (3) pairs of cold weather protective gloves and coveralls for Maintenance Department personnel who are required unexpectedly to work outside in severe winter weather. The Company will make available cold weather protective gloves and coveralls for all employees who unexpectedly are required to work outside in severe winter weather.
- B. It is the intention and goal of management that salaried employees will not perform work or adjustments normally performed by members of the bargaining unit if the result would be to displace an employee of the bargaining unit who is available for such work when the occasion arises, or to permanently reduce the bargaining unit work force. This will not prevent such work (1) in emergencies, (2) in the instruction or training of employees, (3) in experimentation, testing or engineering related trials.

Though it is recognized that it is not always possible or practical, adjustments made by any salaried personnel will be done with an operator or maintenance person present.

C. Procedure for Obtaining Temporary Fill-in Supervisors

As each opportunity arises, volunteers will be solicited to fill in as temporary supervisors. Qualifications and seniority will be taken into consideration when selecting volunteers. To ensure being considered for future openings interested employees should contact their Department Superintendent or sign a list that will be posted semi-annually.

The temporary fill-in supervisor is to be utilized as circumstances require and is to perform all regular functions of the shift supervisor with the following stipulations:

- 1. The temporary fill-in supervisor is not to be involved in discipline or performance evaluation.
- 2. The temporary fill-in supervisor is not to handle any confidential information.

At such times as the temporary fill-in supervisor is functioning as such, he/she will be paid \$.50/hour above the top rate of the highest paid classification in that department. The volunteer will not fill in longer than for a 12-week period.

- D. Employees will be eligible to participate in the Amcor Tuition Reimbursement Program
- E. The twelve (12) hour shifts and schedule referred to throughout the Labor Agreement is the twelve (12) hour X/O schedule as selected by the Printing Department personnel.

- F. It is understood that the twelve (12) hour X/O schedule includes a provision for a thirty (30) minute paid lunch break for those working that schedule.
- G. The company has committed to keep Local Union Leadership informed of the use of outside contractors in the plant and to discuss possible alternatives regarding outside contractors.
- H. The Company will implement a training program and utilize employees as trainers. The trainers will be selected from volunteers by a four-person committee constituted of two employees appointed by the Union and two management employees appointed by the Company. If the committee cannot agree on the selection, the trainer will be selected by the Plant Manager. The Company and Union will discuss and agree on the compensation to be paid to trainers.
- I. Labor-Management Agreements made and signed during the current 2018-2021 contract that are listed below will be attached to this 2021-2024 Agreement and extended for the term of this Agreement, through June 30, 2024, at which time they will expire unless any are expressly renewed by written agreement of the parties.
 - Maintenance Mechanic Resolution signed 1/30/2018
 - Set Up Crew Classification signed 12/13/2017
 - Job Vacancies Operator Move Up signed 12/13/2017
 - Core Cutter Classification signed 4/12/2017
 - Temporary Vacancies signed 4/8/2015
 - Repelletizer Operator Transfer to Production Line signed 4/8/2015
 - 8 Hour PCP Agreement signed 2/10/1997
- J. The Union will be given up to thirty minutes during new employee orientation to speak privately with all new employees about the union.
- K. The Company will continue the past practice of a first break, a meal break, and a second break. The Company will make every effort to ensure breaks can be taken at reasonable times.
- L. Any locker inspection will be done with a Union official present.

SECTION 34- SEASONAL EMPLOYEES

In an effort to meet the changing demands/cyclical nature of our business and to provide flexibility for vacation coverage, the Company will utilize seasonal employees on a limited basis as set forth below. Seasonal employees will not be subject to any provisions of the collective bargaining agreement except as stated in this section.

- A. The Company will only be allowed to use seasonal employees for a period of six (6) consecutive months annually. This period shall include the period from May 15 August 15. The Company will give the Union thirty (30) days' notice before it begins the six-month period.
- B. The Company will fill open positions for seasonal employment with children of employees (both Union and non-union) providing they are qualified and available at the time of hiring, before filling positions with other applicants.

- C. The number of seasonal employees, excluding employees of subcontracted services, will not exceed fifteen percent (15%) of the hourly workforce.
- D. Seasonal employees will not work overtime unless the Basic/Backup overtime roster in the applicable department has been exhausted.
- E. All seasonal employees will be released first followed by probationary employees prior to any bargaining unit member during a reduction in workforce.
- F. No seasonal employee will be hired while a bargaining unit member holds recall rights under Section 20, paragraph J of this agreement.
- G. The Company will notify employees hired as seasonal employees of their status as seasonal and provide a monthly updated list of seasonal employees' start and stop dates to the Union Secretary.
- H. Seasonal employees covered by this Agreement will be paid at the starting wage rate for an 8 hour Assistant Machine Operator, but in no event will they receive wages higher than the starting salary of the classification in which they are employed.
- I. In the event a seasonal employee completes their ninety (90) calendar day probationary period the seasonal employee will become a full-time employee under the collective bargaining agreement.
- J. Seasonal employees will be limited to and do the same work/jobs of current employees in the following jobs:

Assistant Extrusion Operator, Assistant Machine Operator, Assistant Press Operator, Plant Utility, Custodian, Labeler, Bander, and Salvage Inspector Coordinator.

SECTION 35 - TERM OF AGREEMENT

This contract shall be effective from 11 p.m., June 30, 2021, and remain in effect until 11 p.m., June 30, 2024. Either party may terminate the agreement by giving the other party written notice of at least one hundred eighty (180) days prior to June 30, 2024.

SECTION 36 - NO STRIKE - NO LOCKOUT

- A. There shall be no strikes (which include stoppage or slowdowns of work) by the employees nor any lockout by the Company. The Union agrees that it will not authorize any strike. It is understood and agreed that any strike not expressly authorized in writing by the General President of the Union (a copy of which shall be first sent to the Company) shall be deemed an unauthorized strike for which there shall be no liability on the part of the Union or its Local.
- B. In the event of an unauthorized strike, stoppage, or slowdown, the Union will promptly order its members to resume work. In the event such an order is not issued promptly by the local officers or representatives, the General President of the Union will, upon notice from the Company, promptly issue such an order to resume work and take whatever additional steps he/she may deem necessary to secure compliance with the terms of the Agreement.
- C. The Union agrees that attempted organization or instigation of, or participation in, an unauthorized strike shall be just cause for discharge.

In Witness Whereof, the parties hereto have executed this Agreement.

FOR THE COMPANY: FOR THE UNION: Casey Martin, Chicago Midwest Regional Brenda Page, Labor Relations Director Joint Board Earl Donald, Financial Secretary Local 1426 Vic Corenflos, Interim Plant Manager James Patterson, Sargent at Arms Local Jennifer Schoffstall, HR Generalist II 1426 William Lewis, Extrusion Chief Shop Steward/Executive Board Member at Large Tim Young, Converting Chief Shop Steward/Executive Board Member at Large Patricia Lewis, Logistics Chief Shop Steward/Executive Board Member at Large John Berry, Maintenance Chief Shop Steward/Executive Board Member at Large Don Williams, Printing Chief Shop

Steward/Executive Board Member at Large

EXHIBIT A – 8 HOUR PCP

POLYETHYLENE PACKAGING DIVISION TERRE HAUTE

February 10, 1997

TO:	Mick Love link an
FROM:	Mick Love Mick Can-

RE: Understanding About The 8-Hour PCP Job Opening

This memo is intended to clarify the following understandings regarding the 8-hour PCP job opening:

- 1. The person who holds this position will not be taken off the job to work as a Press Operator and/or Assistant Operator.
- 2. The Union will retain the right to file a grievance regarding the wage rate for this classification (8-hour PCP) as outlined in the Labor Agreement.
- 3. As was discussed in our group meeting, the Company agrees that when a scheduled absence of one work week or more (to include scheduled vacation, personal, medical or other leaves) occurs that the decision will be made to either.
 - A) fill the opening through the 13-week temporary bid process

OR

B) elect to shut the job down for the period that the 8-hour PCP is absent from work.

cc: Alan Bryant Dave Clark John Edwards

Jerry Abrahamson George Woolley Keith Hoovis

"We will deliver on time high quality competitive products guaranteed to meet or exceed our customer expectations,"

EXHIBIT B - WAGE CHARTS

				Те	rre Hau	te P	lant												
				E	ffective 7/	/1/20	021												
Department	Job Title		1		2		3		4		5		6		7	:	8		
-					Start	Aft	er 3 Mo	Af	fter 6 Mo	Aft	ter 10 Mo	Afte	er 16 Mo	Afte	r 22 Mo	After	28 Mo	After	After 34 Mo
Shipping																			
8-Hr	Handler	\$	19.94	\$	20.21	\$	20.30	\$	20.68	\$	21.29								
12-Hr	Handler	\$	20.22	\$	20.34	\$	20.44	\$	20.84	\$	21.48								
Converting																			
*8-Hr	Salvage Inspector Coord	\$	18.48	\$	18.60	\$	18.83	\$	19.13	\$	19.69								
*8-Hr	Salvage Inspector Coord 1994+	\$	17.23	\$	17.39	\$	17.57	\$	17.90	\$	18.43								
*8-Hr	Salvage Inspector Coord 1998+	\$	16.93	\$	17.06	\$	17.26	\$	17.58	\$	18.43								
8-Hr	Asst Machine Oper	\$	19.99	\$	20.16	\$	20.32	\$	20.69										
8-Hr	Asst Machine Oper 1994+	\$	18.78	\$	18.89	\$	19.06	\$	19.43										
8-Hr	Asst Machine Oper 1998+	\$	18.47	\$	18.56	\$	18.78	\$	19.43										
8-Hr	Machine Operator									\$	23.13	\$	23.80	\$	24.25				
*8-Hr	Slitter Operator	\$	21.07	\$	21.20	\$	21.36	\$	21.77	\$	22.57	\$	23.24						
12-Hr	Asst Machine Oper	\$	20.24	\$	20.34	\$	20.60	\$	20.88										
12-Hr	Asst Machine Oper 1994+	\$	18.97	\$	19.08	\$	19.35	\$	19.68										
12-Hr	Asst Machine Oper 1998+	\$	18.66	\$	18.81	\$	19.02	\$	19.68										
12-Hr	Machine Operator									\$	23.42	\$	24.06	\$	24.51				
*12-Hr	Slitter Operator	\$	21.67	\$	21.79	\$	22.09	\$	22.41	\$	23.28	\$	23.95						
12-Hr *12-Hr	Machine Operator Slitter Operator te" Machine Operators running concepts rece	\$ eive add	21.67 litional \$.!	\$ 50 per	21.79 r hour. As	\$ sista	22.09	\$ onth	22.41 as receive a	\$ dditic	23.28	\$	23.95			5.			
xtrusion		1																	
12-Hr	Pumper Handler											\$	22.87	\$	23.57				
12-Hr	Asst Extrusion Oper	\$	20.24	\$	20.34	\$	20.60	\$	20.88	\$	21.73								
12-Hr	Asst Extrusion Oper 1994+	\$	18.97	\$	19.08	\$	19.35	\$	19.68	\$	20.47								
12-Hr	Asst Extrusion Oper 1998+	\$	18.66	\$	18.81	\$	19.02	\$	19.34	\$	20.47								
12-Hr	Extrusion Operator											\$	24.13	\$	25.05	\$	25.7		
12-Hr	Repellitizer Operator											\$	23.57	Ś	24.44	\$	25.1		
12-11																			

					rre Hau												
				E	ffective 7/	/1/20	021										
Department	Job Title		1		2		3		4		5		6		7		8
separanent	500 1140	9	Start	Aft	er 3 Mo	Af	fter 6 Mo	Aft	er 10 Mo	Afte	er 16 Mo	Afte	r 22 Mo		28 Mo	Afte	r 34 Mo
Printing																	
8-Hr	Asst Press Oper	\$	20.16	\$	20.32		20.51		20.84	\$	21.42						
8-Hr	Asst Press Oper 1994+	\$	18.89	\$	19.06	\$	19.29	\$	19.57	\$	20.21						
8-Hr	Asst Press Oper 1998+	\$	18.56	\$	18.78		18.96		19.30		20.21						
8-Hr	Core Cutter	\$	19.94	\$	20.21		20.30		20.68	-	21.29						
8-Hr	Core Cutter-NH/Trans 7/1/18	\$	17.91	\$	18.16	\$	18.24	\$	18.59	\$	19.13						
8-Hr	Press Operator											\$	23.93	\$	24.80	\$	25.52
8-Hr	Master Press Oper	\$	25.18					\$	26.23								
8-Hr	Plate/Cyl. Processor	\$	20.16		20.32		20.51		20.84		21.42						
8-Hr	Plate/Cyl. Processor 1994+	\$	18.89	\$	19.06	\$	19.29	\$	19.57	\$	20.21						
8-Hr	Plate/Cyl. Processor 1998+	\$	18.56	\$	18.78	\$	18.96	\$	19.30	\$	20.21						
8-Hr	Platemaker / Mounter											\$	23.34	\$	24.21	\$	24.91
8-Hr	Master Platemaker	\$	24.59					\$	25.62								
8-Hr	Ink Blender	\$	21.20	\$	21.36	\$	21.59	\$	21.92	\$	22.57	\$	23.34	\$	24.21	\$	24.91
12-Hr	Asst Press Oper	\$	20.32	\$	20.57	\$	20.69	\$	21.07	\$	21.70						
12-Hr	Asst Press Oper 1994+	\$	19.06	\$	19.34	\$	19.43	\$	19.84	\$	20.44						
12-Hr	Asst Press Oper 1998+	\$	18.78	\$	19.01	\$	19.10	\$	19.51	\$	20.44						
12-Hr	Core Cutter	\$	20.22	\$	20.34	\$	20.44	\$	20.84	\$	21.48						
12-Hr	Core Cutter-NH/Trans 7/1/18	\$	18.25	\$	18.38	\$	18.46	\$	18.82	\$	19.38						
12-Hr	Set Up Crew	\$	20.32	\$	20.57	\$	20.69	\$	21.07	\$	21.70						
12-Hr	Set Up Crew 1994+	\$	19.06	\$	19.34	\$	19.43	\$	19.84	\$	20.44						
12-Hr	Set Up Crew 1998+	\$	18.78	\$	19.01	\$	19.10	\$	19.51	\$	20.44						
12-Hr	Press Operator											\$	24.13	\$	25.05	\$	25.79
12-Hr	Master Press Oper	\$	25.44					\$	26.48								
12-Hr	Plate/Cyl. Processor	\$	20.32	\$	20.57	\$	20.69	\$	21.07	\$	21.70						
12-Hr	Plate/Cyl. Processor 1994+	\$	19.06	\$	19.34	\$	19.43	\$	19.84	\$	20.44						
12-Hr	Plate/Cyl. Processor 1998+	\$	18.78	\$	19.01	\$	19.10	\$	19.51	\$	20.44						
12-Hr	Platemaker / Mounter											\$	23.57	\$	24.44	\$	25.17
12-Hr	Master Platemaker	\$	24.82					\$	25.83								
12-Hr	Ink Blender	\$	21.36	\$	21.66	\$	21.77	\$	22.21	\$	22.69	\$	23.57	\$	24.44	\$	25.17
Maintenance		1															
8-Hr	Maintenance Mechanic	\$	21.72	\$	22.24	\$	22.62	ć	22.93	\$	23.63	\$	24.56	\$	25.44	ć	27.00
8-Hr	Maintenance Mechanic "A"	\$	25.07	\$		\$	22.02		22.93		23.03		24.30		30.71	ې	27.00
**10.5-Hr	Maintenance Mechanic	1 ×	25.07	Ŷ	25.00	Ŷ	20.00	Ŷ	27.70	Ŷ	20.70	Ŷ	25.72	Ŷ	50.71	\$	30.39
10.5-m	Tool & Parts Specialist	\$	21.36	Ś	21.66	Ś	21.77	Ś	22.21	Ś	22.82	Ś	23.58	Ś	24.44		25.67
12-Hr	Tool & Parts Specialist-NH/Trans 7/1/18	\$	17.47		17.75	-	17.82	-	18.18		18.68		19.29		19.99	-	21.00
12-Hr	Maintenance Mechanic "A"	\$	25.22		26.18		27.13		28.09		29.04			Ś	30.96	Ŷ	21.00
12-Hr	Maintenance Mechanic "B"	Ś	21.88	\$	22.54		22.79		23.24		23.91		24.80		25.72	Ś	27.24
8-Hr	Painter	\$	21.20	Ś	21.34	Ś	21.61		21.92	Ś	22.57			Ś	24.21		25.86
12-Hr	Painter	Ś	21.36	Ś		Ś	21.01		22.21					\$	24.44		26.13

**Effective 7/1/2004, these positions are grandfathered and no further vacancies will be filled.

Service								
8-Hr	Plant Utility	\$ 18.83	\$ 18.95	\$ 19.13	\$ 19.47	\$ 20.06		
8-Hr	Plant Utility - NH/Trans 7/1/18	\$ 17.18	\$ 17.29	\$ 17.44	\$ 17.78	\$ 18.30		
8-Hr	Custodian	\$ 18.83	\$ 18.95	\$ 19.13	\$ 19.47	\$ 20.06		
12-Hr	Custodian	\$ 19.00	\$ 19.13	\$ 19.39	\$ 19.70	\$ 20.28		
12-Hr	Custodian - NH/Trans 7/1/18	\$ 16.82	\$ 16.92	\$ 17.17	\$ 17.43	\$ 17.95		

			Terre Haut						
			Effective 7/	1/2022					
Department	Job Title	1	2	3	4	5	6	7	8
		Start	After 3 Mo	After 6 Mo	After 10 Mo	After 16 Mo	After 22 Mo	After 28 Mo	After 34 Mo
Shipping									
8-Hr	Handler	20.44	20.72	20.81	21.00	21.82			
12-Hr	Handler	20.73	20.85	20.95	21.36	22.02			
Converting									
*8-Hr	Salvage Inspector Coord	18.94	19.07	19.30	19.61	20.18			
*8-Hr	Salvage Inspector Coord 1994+	17.66	17.82	18.01	18.35	18.89			
*8-Hr	Salvage Inspector Coord 1998+	17.35	17.40	17.69	18.02	18.89			
8-Hr	Asst Machine Oper	20.49	20.66	20.83	21.21				
8-Hr	Asst Machine Oper 1994+	19.25	19.36	19.54	19.92				
8-Hr	Asst Machine Oper 1998+	18.93	19.02	19.25	19.92				
8-Hr	Machine Operator					23.71	24.40	24.86	
*8-Hr	Slitter Operator	21.60	21.73	21.89	22.31	23.13	23.82		
12-Hr	Asst Machine Oper	20.75	20.85	21.12	21.40				
12-Hr	Asst Machine Oper 1994+	19.44	19.56	19.83	20.17				
12-Hr	Asst Machine Oper 1998+	19.13	19.28	19.50	20.17				
12-Hr	Machine Operator					24.01	24.66	25.12	
*12-Hr	Slitter Operator	22.21	22.33	22.64	22.97	23.86	24.55		

"Note" Machine Operators running concepts receive additional \$.50 per hour. Assistants at 16 months receive additional \$.21 per hour worked in the concepts. * These classifications are obsolete and no further vacancies will be filled.

Extrusion									
12-Hr	Pumper Handler						23.44	24.16	
12-Hr	Asst Extrusion Oper	20.75	20.85	21.12	21.40	22.27			
12-Hr	Asst Extrusion Oper 1994+	19.44	19.56	19.83	20.17	20.98			
12-Hr	Asst Extrusion Oper 1998+	19.13	19.28	19.50	19.82	20.98			
12-Hr	Extrusion Operator						24.73	25.68	26.43
12-Hr	Repellitizer Operator						24.16	25.05	25.80
12-Hr	Repellitizer Operator-NH / Trans 7/1/18						21.70	22.51	23.19

			Terre Haut Effective 7/						
Department	Job Title	1	2	3	4	5	6	7	8
Printing		Start	After 3 Mo	After 6 Mo	After 10 Mo	After 16 Mo	After 22 Mo	After 28 Mo	After 34 Mo
8-Hr	Asst Press Oper	20.66	20.83	21.02	21.36	21.96			
8-Hr	Asst Press Oper 1994+	19.36	19.54	19.77	20.06	20.72			
8-Hr	Asst Press Oper 1998+	19.02	19.34	19.43	19.78	20.72			
8-Hr	Core Cutter	20.44	20.72	20.81	21.20	20.72			
8-Hr	Core Cutter-NH/Trans 7/1/18	18.36	18.61	18.70	19.05	19.61			
8-Hr	Press Operator	10.50	10.01	18.70	19.05	19.01	24.53	25.42	26.1
8-Hr	Master Press Oper	25.81			26.89		24.55	23.42	20.1
8-Hr	Plate/Cyl. Processor	20.66	20.83	21.02	20.89	21.96			
8-Hr	Plate/Cyl. Processor 1994+	19.36	19.54	19.77	21.30	21.90			
8-Hr	Plate/Cyl. Processor 1994+ Plate/Cyl. Processor 1998+	19.36	19.54	19.77	20.06	20.72			
8-Hr	Platemaker / Mounter	19.02	19.25	19.45	19.70	20.72	23.92	24.82	25.5
8-Hr	Master Platemaker	25.20			26.26		23.92	24.82	25.5
8-Hr 8-Hr	Ink Blender	25.20	21.89	22.13	26.26	23.13	23.92	24.82	25.5
12-Hr		21.73	21.89	22.13	22.47	23.13	23.92	24.82	25.3
12-Hr 12-Hr	Asst Press Oper	20.83	19.83	19.91	21.60	22.24 20.95			
	Asst Press Oper 1994+								
12-Hr	Asst Press Oper 1998+	19.25	19.49	19.57	20.00	20.95			
12-Hr	Core Cutter	20.73	20.85	20.95	21.36	22.02			
12-Hr	Core Cutter-NH/Trans 7/1/18	18.71	18.84	18.92	19.29	19.86			
12-Hr	Set Up Crew	20.83	21.08	21.21	21.60	22.24			
12-Hr	Set Up Crew 1994+	19.53	19.83	19.91	20.33	20.95			
12-Hr	Set Up Crew 1998+	19.25	19.49	19.57	20.00	20.95			
12-Hr	Press Operator						24.74	25.68	26.4
12-Hr	Master Press Oper	26.08			27.14				
12-Hr	Plate/Cyl. Processor	20.83	21.08	21.21	21.60	22.24			
12-Hr	Plate/Cyl. Processor 1994+	19.54	19.82	19.92	20.34	20.95			
12-Hr	Plate/Cyl. Processor 1998+	19.25	19.49	19.58	20.00	20.95			
12-Hr	Platemaker / Mounter						24.16	25.05	25.8
12-Hr	Master Platemaker	25.44			26.48				
12-Hr	Ink Blender	21.89	22.20	22.31	22.77	23.26	24.16	25.05	25.8
Vaintenance									
Naintenance 8-Hr	Maintonanaa Mashania	22.26	22.80	22.40	22.50	24.22	25.17	26.08	
	Maintenance Mechanic			23.19	23.50				27.6
8-Hr	Maintenance Mechanic "A"	25.70	26.53	27.63	28.47	29.48	30.46	31.48	
**10.5-Hr	Maintenance Mechanic	a			ag		a. :=		31.1
12-Hr	Tool & Parts Specialist	21.89	22.20	22.31	22.77	23.39	24.17	25.05	26.3
12-Hr	Tool & Parts Specialist-NH/Trans 7/1/18	17.91	18.19	18.27	18.63	19.15	19.77	20.49	21.5
12-Hr	Maintenance Mechanic "A"	25.85	26.83	27.81	28.79	29.77	30.74	31.73	
12-Hr	Maintenance Mechanic "B"	22.43	23.10	23.36	23.82	24.51	25.42		27.9
8-Hr	Painter	21.73	21.89	22.15	22.47	23.13	23.92		26.5
12-Hr	Painter	21.89	22.20	22.31	22.77	23.39	24.17	25.05	26.7

**Effective 7/1/2004, these positions are grandfathered and no further vacancies will be filled.

Service							
8-Hr	Plant Utility	19.30	19.42	19.61	19.96	20.56	
8-Hr	Plant Utility - NH/Trans 7/1/18	17.61	17.72	17.88	18.23	18.76	
8-Hr	Custodian	19.30	19.42	19.61	19.96	20.56	
12-Hr	Custodian	19.48	19.61	19.87	20.19	20.79	
12-Hr	Custodian - NH/Trans 7/1/18	17.24	17.34	17.60	17.87	18.40	

			Terre Haut						
			Effective 7/	1/2023					
Department	Job Title	1	2	3	4	5	6	7	8
		Start	After 3 Mo	After 6 Mo	After 10 Mo	After 16 Mo	After 22 Mo	After 28 Mo	After 34 Mo
Shipping									
8-Hr	Handler	21.02	21.31	21.40	21.60	22.44			
12-Hr	Handler	21.32	21.44	21.55	21.97	22.65			
Converting									
*8-Hr	Salvage Inspector Coord	19.48	19.61	19.85	20.17	20.76			
*8-Hr	Salvage Inspector Coord 1994+	18.16	18.33	18.52	18.87	19.43			
*8-Hr	Salvage Inspector Coord 1998+	17.84	17.90	18.19	18.53	19.43			
8-Hr	Asst Machine Oper	21.07	21.25	21.42	21.81				
8-Hr	Asst Machine Oper 1994+	19.80	19.91	20.10	20.49				
8-Hr	Asst Machine Oper 1998+	19.47	19.56	19.80	20.49				
8-Hr	Machine Operator					24.39	25.10	25.57	
*8-Hr	Slitter Operator	22.22	22.35	22.51	22.95	23.79	24.50		
12-Hr	Asst Machine Oper	21.34	21.44	21.72	22.01				
12-Hr	Asst Machine Oper 1994+	19.99	20.12	20.40	20.74				
12-Hr	Asst Machine Oper 1998+	19.68	19.83	20.06	20.74				
12-Hr	Machine Operator					24.69	25.36	25.84	
*12-Hr	Slitter Operator	22.84	22.97	23.29	23.62	24.54	25.25		

"Note" Machine Operators running concepts receive additional \$.50 per hour. Assistants at 16 months receive additional \$.21 per hour worked in the concepts. * These classifications are obsolete and no further vacancies will be filled.

xtrusion									
12-Hr	Pumper Handler						24.11	24.85	
12-Hr	Asst Extrusion Oper	21.34	21.44	21.72	22.01	22.90			
12-Hr	Asst Extrusion Oper 1994+	19.99	20.12	20.40	20.74	21.58			
12-Hr	Asst Extrusion Oper 1998+	19.68	19.83	20.06	20.38	21.58			
12-Hr	Extrusion Operator						25.43	26.41	27.1
12-Hr	Repellitizer Operator						24.85	25.76	26.5
12-Hr	Repellitizer Operator-NH / Trans 7/1/18						22.32	23.15	23.8

			Terre Haut Effective 7/						
			Effective //	1/2023					
Department	Job Title	1	2	3	4	5	6	7	8
		Start	After 3 Mo	After 6 Mo	After 10 Mo	After 16 Mo	After 22 Mo	After 28 Mo	After 34 Mo
Printing									
8-Hr	Asst Press Oper	21.25	21.42	21.62	21.97	22.59			
8-Hr	Asst Press Oper 1994+	19.91	20.10	20.33	20.63	21.31			
8-Hr	Asst Press Oper 1998+	19.56	19.80	19.98	20.34	21.31			
8-Hr	Core Cutter	21.02	21.31	21.40	21.80	22.44			
8-Hr	Core Cutter-NH/Trans 7/1/18	18.88	19.14	19.23	19.59	20.17			
8-Hr	Press Operator						25.23	26.14	26.9
8-Hr	Master Press Oper	26.55			27.66				
8-Hr	Plate/Cyl. Processor	21.25	21.43	21.62	21.97	22.59			
8-Hr	Plate/Cyl. Processor 1994+	19.91	20.10	20.33	20.63	21.31			
8-Hr	Plate/Cyl. Processor 1998+	19.56	19.80	19.98	20.34	21.31			
8-Hr	Platemaker / Mounter						24.60	25.53	26.2
8-Hr	Master Platemaker	25.92			27.01				
8-Hr	Ink Blender	22.35	22.51	22.76	23.11	23.79	24.60	25.53	26.2
12-Hr	Asst Press Oper	21.42	21.68	21.81	22.22	22.87			
12-Hr	Asst Press Oper 1994+	20.09	20.40	20.48	20.91	21.55			
12-Hr	Asst Press Oper 1998+	19.80	20.05	20.13	20.57	21.55			
12-Hr	Core Cutter	21.31	21.44	21.55	21.97	22.65			
12-Hr	Core Cutter-NH/Trans 7/1/18	19.24	19.37	19.46	19.84	20.43			
12-Hr	Set Up Crew	21.42	21.68	21.81	22.22	22.87			
12-Hr	Set Up Crew 1994+	20.09	20.40	20.48	20.91	21.55			
12-Hr	Set Up Crew 1998+	19.80	20.40	20.13	20.51	21.55			
12-Hr	Press Operator	15.80	20.05	20.15	20.57	21.55	25.45	26.41	27.1
12-Hi 12-Hr	Master Press Oper	26.82			27.91		25.45	20.41	27.1
12-Hi	Plate/Cyl. Processor	20.82	21.68	21.81	27.91	22.87			
12-Hr	Plate/Cyl. Processor 1994+	20.10	20.38	20.49	20.92	21.55			
12-Hr	Plate/Cyl. Processor 1998+	19.80	20.05	20.14	20.57	21.55			
12-Hr	Platemaker / Mounter						24.85	25.76	26.5
12-Hr	Master Platemaker	26.17			27.23				
12-Hr	Ink Blender	22.51	22.83	22.95	23.42	23.92	24.85	25.76	26.5
Maintenance									
8-Hr	Maintenance Mechanic	22.89	23.45	23.85	24.17	24.91	25.89	26.82	28.4
8-Hr	Maintenance Mechanic "A"	22.89	23.45	23.85	24.17	30.32	31.33	32.38	28.4
**10.5-Hr	Maintenance Mechanic	20.45	27.25	20.42	25.20	50.52	51.55	52.50	32.0
12-Hr	Tool & Parts Specialist	22.51	22.83	22.95	23.42	24.06	24.86	25.76	27.0
12-Hr	Tool & Parts Specialist-NH/Trans 7/1/18	18.42	18.71	18.79	19.16	19.70	20.33	21.07	22.1
12-Hr	Maintenance Mechanic "A"	26.59	27.59	28.60	29.61	30.62	31.62		
12-Hr	Maintenance Mechanic "B"	23.07	23.76	24.03	24.50	25.21	26.14	27.11	28.7
8-Hr	Painter	22.35	22.51	22.78	23.11	23.79	24.60	25.53	27.2
12-Hr	Painter	22.51	22.83	22.95	23.42	24.06	24.86	25.76	27.5

**Effective 7/1/2004, these positions are grandfathered and no further vacancies will be filled.

Service							
8-Hr	Plant Utility	19.85	19.97	20.17	20.53	21.15	
8-Hr	Plant Utility - NH/Trans 7/1/18	18.11	18.23	18.39	18.75	19.29	
8-Hr	Custodian	19.85	19.97	20.17	20.53	21.15	
12-Hr	Custodian	20.04	20.17	20.44	20.77	21.38	
12-Hr	Custodian - NH/Trans 7/1/18	17.73	17.83	18.10	18.38	18.92	

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EXHIBIT C – 2022 CONTINOUS SCHEDULE

EXHIBIT D – CORE CUTTER



This is an agreement reached between the Union (CRMJB) and management of Bemis on this day, April 12, 2017 outside of normal contractual negotiations. The agreement is a modification and supersedes previous agreement reached by both parties on April 8, 2015 for the Core Cutter classification for the Terre Haute facility. If the Union or Management wish to change this agreement, either party must give 30 days-notice and a revised or new agreement must be reached. If no changes are made, this agreement will remain in agreement until the next contract negotiation in 2018.

Core Cutter

- 1. The Core Cutter will be a new classification
- 2. The Core Cutter classification will include 8 hour and 12 hour shifts. Hours of work will be as outlined in current labor agreement for 8 hour shift and 12 hour X/O schedule.
- 3. The rate of pay for the Core Cutter classification will be the same as the current Handler classification for both the 8 hour and the 12 hour positions.
- 4. This is a non-qualifying position.
- 5. This position will be managed by the Printing Department.
- 6. Current employees in the 12 hour Core Cutter classification will be given the first opportunity to bid on this initial 8 hour position as a shift bid.
- If the initial 8 hour position is not filled via the shift bid process, the job opening will be filled via the bid process and printing department employees will be given priority when awarding the bid.
- 8. All future bids will be posted via the bid process outlined in the current labor agreement and printing department employees will be given priority when awarding the bid.
- 9. The Core Cutter classification will be in Group II for retirement purposes.
- 10. Based on production needs, the Company may transfer the Core Cutter to the Printing production area to perform the responsibilities of a Printing Assistant Operator (must be trained as an assistant).
- 11. Core Cutter can only sign printing back up roster for other classification even if moved to Printing Assistant as mentioned above.

EXHIBIT E – FMLA MEMORANDUM



То	Kirk Smith	
Сс	CMRJB Local 1426 Executive Board	
Date	28 April 2022	
From	Brenda Page	
Subject	Family and Medical Leave Act	

During 2021 negotiations the parties had several discussions about the interpretation of the Family and Medical Leave Act as it pertains to the time away from work afforded employees under the Act.

During negotiations the company and union agreed to the following understanding.

The Company agrees to provide up to 504 hours of FMLA for 12-hour employees in a specified 12-month period. Available FMLA hours will be adjusted accordingly for employees who move between 8-hour and 12-hour schedules.

The company's presentation of the proposed understanding was provided to the union in the context of and providing assurances that the company would follow the law as contained in the Family and Medical Leave Act and that each leave situation is administered based on its own set of facts.

Per FMLA regulations an employee is entitled to 12 weeks of leave (provided they meet the eligibility requirements). The appropriate amount of FMLA deducted as it is taken is based on the employee's weekly work schedule and is measured in weeks and/or a portion of a week.

To avoid confusion and misinterpretation, the following is offered as additional explanation of how the amount of leave is calculated under the Act. For example, an employee has a rotating shift of 4 scheduled working days x 12 hours per shift and then 3 scheduled working days x 12 hours per shift and is taking FMLA time intermittently. If the employee takes FMLA for 1 of the 4 scheduled workdays in the week the employee has missed .25% or one quarter of the workweek which is deducted from their 12 weeks of eligibility. If the employees takes FMLA for 1 of the 3 scheduled workdays in the workweek the employee has missed .33% or one third of the week which is deducted from their 12 weeks of eligibility.

While the number of hours can be a general guide, the Act specifically references weeks of eligibility and the U.S. Department of Labor Wage and Hour Division has instructed employers to administer FMLA according to weeks, wherever possible, to be compliant.

The company understands this can be confusing to employees and is committed to continuing its assistance to employees if they believe their FMLA eligibility has been miscalculated.

Amcor Flexibles North America 2200 Badger Avenue Oshkosh WI 54904 www.amcor.com

EXHIBIT F – OPERATOR MOVE UP



This is an agreement reached between Local 1426 (CMRJB) and management of Bemis on this day <u>December 13, 2018</u> outside of normal contractual negotiations. The language below is a modification to the current collective bargaining agreement Section 18 – Job Vacancies, Operator Move-Up System Procedure (page 27). If the Union or Management wish to change this agreement, either party must give 30 days notice and a revised mutual agreement must be reached. If no changes are made, this mutual agreement will remain in effect until the next contract negotiation in 2018. This agreement is in effect as of <u>December 13, 2018.</u>

Assistant Operators will remain in the classification (unless bid out) until an operator's job becomes available. When that event occurs, <u>all</u> operator job openings will first be posted and awarded according to the bid system as outlined in Section 18 – Job Vacancies. If no bids are received, the operator's job will be offered to the assistant operator with the highest seniority. If he/she has had one year or more in the assistant operator position they are required to accept the operator opening. If the assistant operator, he/she may decline the move to operator. If the most senior assistant operator is eligible to decline and does decline the move to operator, the opening will be offered by seniority to the remaining current roster of assistant operators.

- 1. Obsolete
- 2. Obsolete
- 3. Obsolete
- 4. In accordance with the contract; if no assistant operator has one year of experience, then the most senior assistant who initially declined, will be required to accept the opening.

Remainder of Section 18 – Job Vacancies will not be modified with this agreement.

Tony Oakes, Plant Manager

Kelli Watson, HR Manager

Mike Hoagland, Inter. Business Rep.

Kirk Smith, Union President

Rick Burks, Union Vice President

Jack Lane, Secretary

Operator Move Up System

The only change we would propose is bidding operator openings and accepting all bids before forcing assistants to move up. Tony has agreed that it's much better to have people in the operator classification who want to be there than those who are forced. If nobody bids on those jobs, then the most senior assistants would be forced up. This would apply to all three production departments

EXHIBIT G – REPEL OPERATION TRANSFER TO PRODUCTION LINE



This is an agreement reached between the Union (CMRJB) and management of Bemis on this day, April 8, 2015 outside of normal contractual negotiations. Below is clarification on transfers between the Repelletizer and production areas in Extrusion. If the Union or Management wish to change this agreement, either party must give 30 days-notice and a revised or new agreement must be reached. If no changes are made, this agreement will remain in effect until the next contract negotiation in 2018. This agreement is in effect as of April 8, 2015.

Repelletizer Operator Transfers to Production Lines

- Based on production needs, the Company may transfer Extrusion Repelletizer Operators from the Repelletizer area to the Extrusion production area to perform the responsibilities of an Extrusion Assistant Operator.
- A Repelletizer Operator cannot be moved to Operator Assistant until OT Roster (basic and backup) has been exhausted on planned overtime. A Repelletizer Operator can be moved to Operator Assistant if the need is on the same day such as call-ins (per current contract 2013 language, page 11, sec 8, letter D).
- The period of transfer will not be limited as outlined in Section 22- Temporary Transfers, of the current CBA.
- During this period of transfer, the Repelletizer Operator(s) will maintain their current rate of pay.

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Herman Grilliot, Plant Manager

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Dawn Sutton, HR Manager

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Mike Hoagland, Business Rep

Kirk Smith, Union President

Rick Burks, Union Vice President

Jack Lane, Secretary

EXHIBIT H – PERSONAL LEAVE OF ABSENCE

This is an agreement reached between the Union (CRMJB) and management of Bemis on this day, November 12th, 2014 outside of normal contractual negotiations. The list below is clarification on what will be considered to be covered under personal leave of absence. If the Union or Management wish to change this agreement, either party must give 30 days-notice and a revised or new agreement must be reached. If no changes are made, this agreement will remain in effect until the next contract negotiation in 2018. This agreement is in effect as of November 12th, 2014.

Personal Leave of Absence

- Leaves that qualify for FMLA but denied because of not being eligible due to hours
- Extending condolence leave
- Domestic violence including getting a protective order
- Natural disaster and/or significant damage to residence or transportation
- Criminal Acts Victims
- Volunteer Fire Department, minister, elected official (10 occurrences)
- Employee being called away for an emergency for immediate family member(s) (covered under condolences) while at work or within 12 hours prior to the start of their shift (with documentation - Employee should apply for FMLA)
- Birth of a grandchild if unable to trade or move up vacation
- Child's graduation from high school or college
- Special circumstances not covered by the personal leave or FMLA leave case by case basis (employee record can be considered)
- Personal medical condition for less than 3 days (at the discretion of HR and medical documentation to support)

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Kirk Smith, Union President

Rick Burks, Union Vice President

Jack Lane, Secretary

EXHIBIT I – SET UP CREW ADMENDED



This is an agreement reached between Local 1426 (CMRJB) and management of Bemis on this day **December 13, 2018** outside of normal contractual negotiations. The list below is clarification regarding the **Set Up Crew Classification**. If the Union or Management wish to change this agreement, either party must give 30 days notice and a revised mutual agreement must be reached. If no changes are made, this mutual agreement will remain in effect until the next contract negotiation in 2018. This agreement is in effect as of <u>December 13, 2018</u> and supersedes the previous agreement dated June 8, 2016.

- 1. Bids will be posted for 12 hour positions 4 per shift, per crew. (all positions will be posted)
- Employees who are awarded the bids will be listed in the Set Up Crew Classification on the Printing employee weekly roster.
- 3. Training period will consist of 8 weeks total, 2 weeks in parts washer, 2 weeks in P2, 2 weeks in P3 and 2 weeks in P4.
- 4. Employees who have completed training will be assigned to one of the above work areas for 3 months and then will be rotated to another area within the Set Up Crew for the next 3 months. This rotation will be ongoing for all employees who have been awarded this bid position.
- The Set Up Crew will fall under the Press Assistant Operator wage classification (wage chart included)
- 6. This position will be Group II for retirement purposes.
- 7. This position will be considered an entry level job in the event of a layoff.
- 8. There will be a 60 calendar day qualifying period. Failure to qualify during the 60 calendar day qualifying period, the employee will return to their former classification, shift and crew. When the initial bids are posted, any employee currently holding this position that is awarded the bid, the qualifying period will be waived.
- 9. When back up is needed for this position, a previously qualified person will be the first asked to fill in. Additionally, the bottom <u>7</u> employees in the assistant classification (not including those currently in the probationary period) will be trained to serve as back up to the Set Up Crew. All training will be completed by end of Q1 2017.
- 10. Based on production needs, the Company may transfer the least senior Set Up Crew to the Assistant Press Operator (must be trained). Also based on production needs, the Company may transfer the Assistant Press Operator to the Set Up Crew (must be trained).

- In the event there is a need to transfer more than one (1) junior trained employee during the same shift, the most senior trained employee will be given the choice to transfer to the higher paid position.
- 12. Overtime will be determined as in the current Collective Bargaining Agreement.
- 13. Vacations for the Set Up Crew will be scheduled with the Set Up Crew classification There will be 1 Set Up Crew member per shift allowed to schedule vacation.

Tony Oakes, Plant Manager

Kelli Watson, HR Manager

Mike Hoagland, Inter. Business Rep.

Kirk Smith, Union President

Rick Burks, Union Vice President

Jack Lane, Secretary

EXHIBIT J – TEMPORARY 12 WEEK BID



This is an agreement reached between the Union (CMRJB) and management of Bemis on this day, April 8th, 2015, outside of normal contractual negotiations. The list below is clarification on how temporary vacancies will be handled. If the Union or Management wish to change this agreement, either party must give 30 days-notice and a revised or new agreement must be reached. If no changes are made, this agreement will remain in effect until the next contract negotiation in 2018. This agreement is in effect as of April 8th, 2015.

The Company would propose the following procedure be used when the need arises to fill a temporary vacancy:

- 1. The company will determine the need.
- 2. Applies only to classifications which have eight (8) or less persons on any shifts and will apply only to those shifts with eight (8) or less persons within that classification.
- 3. This applies to vacancies of more than a normal five (5) day work week for those on regular eight (8) shifts or more than a normal three (3) or four (4) day work week for those on the twelve (12) hour continuous operation schedule.
- 4. The vacancy will be posted for a period of five (5) calendar days on the plant bulletin boards so that employees may have the opportunity to bid.
- A successful bidder from within the department or the Plant may be added to the Basic Roster of the temporary classification and deleted from the Basic Roster of their regular classification upon starting to work in the new classification.
- A successful bidder from within the department or the Plant will be paid at rates as outlined in Section 19 – Transfers in the Agreement.
- 7. Vacation requests or confirmations will be reviewed relative to the other vacations within the classification prior to the bidder being offered the job.
- The seniority of the successful bidder continues to accumulate with their regular classification. Seniority will not transfer to the new classification or a different department under these conditions.
- 9. A temporary vacancy bid can be posted to apply to a period of no more than twelve (12) weeks in duration(does not have to be a continuous 12 week period). The successful bidder will fill in for temporary vacancies in the specified classification as long as he/she holds the temporary vacancy bid award (not to exceed 6 months from the date of the posting), subject to the conditions of items above. The successful bidder can be used on a given shift only when an actual vacancy exists, except for a training period not to exceed two (2) weeks. Any weeks of the training period will be considered as a part of a maximum period of the vacancy designated

on the job bid, or part of the twelve (12) week maximum period. No employee may hold more than one (1) temporary vacancy classification at any one time, nor can they hold a temporary bid within their own classification.

- The person holding the temporary vacancy classification must return to his/her classification/department/shift whenever the condition that caused the particular vacancy to occur is resolved. The resolution can be achieved in one of the following ways.
 - a. The person will return to work eliminating the temporary opening. At this time, all moves made will be reversed, putting everyone back to the position they held before the switches occurred subject to the terms of the Agreement.
 - b. The person will not return to work due to retirement, death, voluntary separation from the Company or other positive action. At this time the position changes from a temporary to a permanent position and, if it is to be filled, it will be filled as per Section 18 and Section 12 F.
- 11. Holding a temporary bid will not count for qualifications in a permanent opening in that job classification.

This temporary agreement is based solely on the facts of this situation and shall not be precedent setting in any future case.

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Herman Grilliot, Plant Manager

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Dawn Sutton, HR Manager

Mike Hoagland, Business Rep

Kirk Smith, Union President

Rick Burks, Union Vice President

Jack Lane, Secretary