

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is made and entered into by and between the MAJOR CONTAINER COMPANY ("Company"), their successors or assigns, and the UNITED PAPERWORKERS INTERNATIONAL UNION, AFL-CIO ("Union").

I. PURPOSE

Section 1. WITNESSETH, whereas the parties hereto have reached agreement as a result of collective bargaining for the purpose of facilitating the peaceful adjustment of differences which may arise from time to time between this Company and the Union, and to promote harmony and efficiency and to the end that the employees and the Company and the general public may mutually benefit, the parties hereto contract and agree with each other as follows:

II. RECOGNITION AND UNION SECURITY

Section 1. The Company recognizes the Union as the sole agency for collective bargaining on behalf of all employees, with the exception of timekeepers, clerks, office employees, watchmen and non-working foremen and non-working supervisors, in charge of any classes of labor.

Section 2. This recognition is interpreted by the parties to apply to any transfer or relocation of the Company's present facility to another location within or outside of the metropolitan area, which are an accretion to the existing bargaining unit, where the jobs performed are substantially the same as are covered by the present Agreement.

Section 3. All employees with the exceptions noted in Section 1 who are members of the Union in good standing on the effective date of this Agreement, shall as a condition of continued employment, maintain their membership in good standing in the Union. All employees, who on the effective date of this Agreement, are not as yet members in good standing of the Union, shall become members of the Union in good standing by no later than thirty (30) days following the effective date of this Agreement and shall maintain membership in good standing in the Union in order to continue in employment. All new employees, shall as a condition of continued employment, become members and maintain membership in good standing in the Union by no later than thirty (30) days following the date of their employment or the effective date of this Agreement, whichever is the later.

Section 4. The Company agrees to discharge any employee who does not join or maintain his membership in good standing in the Union within seven (7) calendar days after receipt of written notice from the Union that such employee is delinquent in initiation fee or dues. The Union will indemnify and save harmless the Company against any and

all claims, demands, or suits that may arise out of the discharge of any employee under this section.

Section 5. During the term of this Agreement, and at the written request of the Union, the Company will deduct from their wages and remit promptly to the Union the regular monthly membership dues and/or initiation fees established by the Union in accordance with the Constitution and By-Laws of the Union for all employees who have executed and caused to be delivered to the Company a written authorization for such deductions, on a form in conformity with the applicable statutes, which shall not be irrevocable for a period of more than one (1) year, or the termination date of this Agreement, whichever occurs sooner.

III. MANAGEMENT RIGHTS

Section 1. It is understood and agreed that the management of the Plant and the direction of the work force, including but not limited to the right to hire, suspend, transfer or discharge for proper cause and the right to relieve employees from duty because of lack of work, the right to establish, determine, and maintain reasonable standards of production, to introduce new and improved methods, materials, equipment or facilities and change or eliminate methods, materials, equipment or facilities are vested exclusively in the Company, subject to the provisions of this Agreement.

IV. DISCRIMINATION

Section 1. No employee shall be discriminated against by the Company for activity in or on behalf of the Union, but shall not be exempted from discipline that is not discriminatory.

Section 2. The Company and the Union agree that there shall be no discrimination in regard to hiring, tenure of employment or any condition of employment, or in regard to membership in the Union, because of race, color, religion, sex, age, disability, national origin, marital status, sexual orientation, veteran status, or any other classification protected by law.

Section 3. The parties recognize that in complying with this Article they are subject to the specific provisions and exemptions of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act, as well as the specific statutes of the various states and pertinent Executive Orders issued by the President of the United States.

V. WAGES

Section 1. The schedule of rates attached hereto as "Exhibit A" shall become a part of this Agreement and they shall be the minimum rates of pay to be paid by the Company to its employees for the duration of this Agreement.

Section 2. All employees shall receive their pay weekly.

VI. HOURS OF WORK; OVERTIME

Section 1. Eight (8) consecutive hours, shall constitute a normal day's work; five (5) days, shall constitute a normal work week. Employees assigned to work days will be granted an unpaid lunch period of thirty (30) minutes. Shift employees will be granted a paid twenty (20) minutes lunch period during the shift, when operating requirements permit. Any employee who works over eight (8) hours in any twenty-four (24) hour period, or forty (40) hours (for which overtime has not previously been paid) in any one work week, shall be paid at the rate of time and a half. This provision shall not be construed to guarantee any specific hours or days of work.

Any employee who works over sixty (60) hours (for which double-time has not previously been paid) in any one work week shall be paid at the rate of double-time.

Section 2. Overtime shall be distributed as equitably as possible among the employees who can perform the work. The Company shall maintain open overtime records for the purpose of distributing over time equitably.

Section 3. All work performed on Sundays and holidays shall be paid for at the rate of double time.

Section 4. All work performed on Saturdays shall be paid for at the rate of time and one-half.

Section 5. Employees working on second shift shall receive a shift premium of fifteen (15) cents per hour.

Section 6. Employees working on third shift shall receive a shift premium of twenty-five (25) cents per hour.

VII. HOLIDAYS

Section 1. The following holidays or days celebrated in place thereof shall be observed and shall be paid for even though not worked at eight hours of the regular hourly rate of pay for all employees who have worked sixty (60) days or more in the Company. Holidays falling on Sunday shall be observed on the following Monday.

New Year's Day

Decoration Day

Fourth of July

Good Friday

Labor Day

Employee's Birthday

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Christmas Eve Day

New Year's Eve Day

Section 2. Any employee entitled to a holiday with pay shall not be required to work on said holiday.

Section 3. It is agreed that to qualify for such holiday pay an employee shall have worked the regular scheduled work day immediately preceding and succeeding said holiday, provided work is available unless excused from such work by the plant management.

VIII. VACATIONS

Section 1. Vacation pay shall be computed on the basis of regular hourly rates of pay.

Section 2. The following schedule shall be the method of application of vacation periods and vacation pay.

Length of Service	Vacation Periods	Vacation Pay at Regular Hourly Rates of Pay
1 Year	1	42 Hours Pay
3 Years	2	84 Hours Pay
8 Years	3	126 Hours Pay
15 Years	4	168 Hours Pay
20 Years	5	210 Hours Pay
25 Years	6	252 Hours Pay

Section 3. The Company may shut down the plant completely or partially to grant vacations to all or part of the employees at one time provided it shall notify the employees of such a plan at least sixty (60) days before a vacation commences. Otherwise, vacations will be scheduled according to employees' desires, subject to the exclusive right of the Company to change vacation periods to assure orderly and efficient operation of the Plant. In the event of a dispute between two or more employees as to the time of their vacations, the employee with the greatest seniority with the Company shall receive the preference.

Section 4. Any employee eligible for a vacation, who is severed from the payroll of the Company in any calendar year before having taken his or her vacation, except one who is discharged for cause or who quits without two weeks' notice, shall receive vacation pay.

IX. SENIORITY

Section 1. Seniority is defined as the length of an employee's service with the Company within the bargaining unit; it shall apply plant-wide.

Section 2. The Company agrees to draw up a plant-wide Seniority list as of June 1st of each year, which shall be posted in a location available to all employees.

Section 3. The Union may select from the employees covered by this Agreement a Steward who has been employed by the Company for a period of at least one (1) year, whose duty it is to see that this contract is not broken by either the employees or the Employer. The Union shall notify the Company, in writing, of the name of the Shop Steward.

Section 4. In the event of layoff, all Union officers, shop stewards, and shop committee members shall have seniority during their terms of office only, over other employees of the Company provided they have at least one (1) year service with the Company.

Section 5. Production foremen, or other non-bargaining unit employees, shall not do any work, the performance of which, would cause any employee to suffer lay-off or loss of overtime.

Section 6. An employee shall be terminated and shall lose all accumulated seniority when he or she:

- a) quits
- b) is discharged
- c) is laid off for lack of work for a continuous period of 15 calendar months or a period of time equal to the employee's plant seniority, whichever comes first.
- d) fails to return to work within four (4) days of notice to return to work, unless such failure to return is for reason satisfactory to the Company
- e) engages in gainful employment during a leave of absence except in cases where such leave of absence is expressly granted for this purpose
- f) fails to return to work within three (3) working days from the date of expiration of his leave of absence
- g) is absent due to non-industrial accident or illness for a period of two (2) years
- h) is retired under the Company's Pension Plan.

X. PERMANENT VACANCIES

Section 1. Each permanent job vacancy and each permanent new job which falls within the scope of the Union's certification shall be filled as follows:

- (a) Notice of such job shall be posted in the plant for two (2) days. Such job postings shall include the job classification, department, and the shift on which the new job or vacancy exists. Any employee who wishes to bid for such jobs shall sign the posting. Job postings shall be placed in three locations throughout the plant for official signing in the presence of a member of management, who will initial the posting. Two postings will be provided in the supervisory offices assigned in the plant; a third

posting will be placed in the Human Resources office for signing. At all posting locations, job descriptions for all jobs will be available for review. At the end of the two (2) days, the Company shall remove the posting.

(b) Where skill and ability are relatively equal, seniority shall prevail, providing the employee is physically able to perform the work without endangering his or her health or safety. The most senior qualified employee will be awarded the job and be notified by the Human Resources office within five (5) days after removal of the posting. The Company will transfer the employee awarded the vacancy hereunder to the new job within fifteen (15) calendar days, provided the release of the employee does not interfere with the efficient operations of the department. Multiple postings will be awarded from the highest pay grade posting to the lowest pay grade posting.

(c) An employee awarded the vacancy hereunder shall be given up to sixteen (16) working days in which to demonstrate his or her ability to perform the work involved. In some circumstances, extensions may be required, not to exceed sixteen (16) additional workdays. During the qualifying period, employees are unable to bid. During this period, the Company may remove the employee from the job if the Company considers the employee's work to be unsatisfactory. The employee may then bid on any other vacancy. An employee disqualified from a job will be unable to bid that job for a period of three (3) months.

Section 2. The Union and the Company may, by mutual agreement, provide rules whereby disabled employees may be assigned to jobs which they are able to satisfactorily perform without regard to this Article. When the Union and the Company agree to placement of an employee hereunder, the conditions pertaining to that placement shall be reduced to writing and signed by the parties.

XI. LAYOFF AND RECALL

Section 1. If the Company decides to reduce the number of employees in a job classification in a department, and the reduction is expected to continue for more than four (4) days, the reduction shall be made as follows:

(a) The least senior employee or employees shall be removed from the classification provided the skill and ability of the employees in the classification are relatively equal.

(b) An employee removed from his or her classification and/or shift pursuant to (a) shall be afforded the opportunity to move into a job classification in an equal or lower labor grade on any shift provided he or she has the proven skill and ability to perform such work which is held by an employee with less seniority. An employee displaced from his job classification by the exercise of the seniority rights granted in this paragraph shall also be afforded the opportunity to displace other employees in accordance with this paragraph and the exercise of seniority hereunder.

(c) In the operation of (a) and (b) above, a senior employee has the prerogative of accepting layoff instead of displacing a junior employee, if he or she so desires.

(d) The Company will post a notice of layoff expected to last more than four (4) days at least ten (10) days in advance of such layoff, unless the conditions leading to such layoff resulted from an Act of God, labor dispute, or other condition beyond the control of the Company.

Section 2. (a) Employees affected by a reduction of forces shall be recalled to their regular job classification and department in the inverse order of the force reduction. If the employee refuses such recall, he will be terminated as a voluntary quit. Employees recalled to their regular job classification and department, but not to their regular shift, shall be returned to their regular shift in order of seniority as openings occur.

(b) When a vacancy exists after exhausting paragraph (a), the job will be posted for bid according to the bidding procedure. If no employee is awarded such job vacancy, the most senior employee on layoff shall be afforded the vacancy providing he or she has the skill and ability to perform the work.

Section 3. Nothing in this Agreement shall prohibit the Company's laying off the employees for the purpose of taking inventory and offering the work available during such period to the senior qualified employees in the department.

XII. EMPLOYEE SAFETY

Section 1. The Company agrees to provide a place of employment which shall be safe for the employees therein, shall furnish and use safety devices and safeguards, and shall adopt and use methods and processes adequate to render such places of employment safe. The term "safe" or "safety" as applied to employment or place of employment shall include conditions and methods of sanitation and hygiene necessary for the protection of life, health and safety of the employees.

Section 2. The Company agrees that all machinery, equipment and facilities the Company furnishes shall meet with all required legal standards of safety and sanitation. Accident records shall be kept and maintained by the Company and shall be made available on request to the Safety Committee

Section 3. The Company agrees to maintain a Joint Labor-Management Safety Committee. The Safety Committee shall be composed of at least two (2) representatives of Management and at least two (2) representatives of the Union. The Union representatives shall be selected by the local Union. The Safety Committee shall be able to sit in on any safety investigation when any employee is questioned and shall:

Meet at least once every month on definitely established dates;

Make inspections of the plant at least once every month;

Make recommendations for the correction of unsafe or harmful work practices;

Review and analyze all reports of industrial injury and illness, investigate causes of same and recommend rules and procedures for the prevention of accidents and disease and for the promotion of health and safety of employees;

Promote health and safety education.

Section 4. All disputes and disagreements brought to the attention of the Safety Committee, arising under the Safety clause of this contract, if not disposed of by the Safety Committee, shall be subject to the Grievance Procedure.

Section 5. In the event of special circumstances, the Safety Committee may seek advice, opinion and suggestions of experts and authorities on safety matters. Such experts shall have access to the plant for the purpose of applying this article at any time upon providing reasonable notice. The Personnel Manager or his/her designee and a Union designee shall accompany the Safety representative.

Section 6. Employees injured in the plant shall be furnished medical aid or treatment on Company time, and shall receive full pay for the shift on which they were working when injured.

Section 7. The Union agrees to participate on the Safety Committee and will endeavor to have its members observe all safety rules and use all equipment and safeguards provided. The Union representative on the Safety Committee, upon request, shall be allowed to leave his or her work during working hours for the purpose of performing his or her duties as outlined in this Article without loss of time or pay.

XIII. DISCIPLINE

Section 1. The Employer may not discipline or discharge except for just cause and only after due regard for principles of progressive discipline, except as specified otherwise herein.

Section 2. The following shall be causes for immediate discharge:

(a) Bringing intoxicants, narcotics or other dangerous drugs into or consuming intoxicants or such narcotics or drugs in the plant or on the plant premises.

(b) Reporting for duty under the influence of liquor, narcotics or drugs.

(c) Smoking while on duty or in prohibited areas.

(d) Deliberate destruction or removal of Company's or another employee's property.

(e) Refusal to comply with Company rules, provided that such rules shall be posted in a conspicuous place where they may be read by all

employees; and further provided that no changes in present rules or no additional rules shall be made that are inconsistent with this Agreement.

- (f) Disorderly conduct.
- (g) Sleeping on duty.
- (h) Giving or taking a bribe of any nature, as an inducement to obtaining work or retaining a position.
- (i) Failure to report for duty without bona fide reasons.
- (j) Reading of books, magazines or newspapers while on duty except where required in line of duty.
- (k) Unsanitary practice endangering the health of others.
- (l) Gambling during working hours.

Section 3. Except for the infractions noted in Section 2, above, the Employer shall not discharge or suspend an employee without first having discussed such action with the employee and Shop Steward or, in absence of both, having given notice to the Union. Such notice may be by telephone, telegram, or letter, and such notice must include the reason or reasons for an employee's discharge or suspension.

Section 4. No employee in the bargaining unit shall be required to take any polygraph test, but an employee may, of his own volition, take such a test.

XIV. GRIEVANCE PROCEDURE

Section 1. Should grievances arise, a diligent effort shall be made to settle all grievances as soon as possible after they have been presented either by the Union or an employee.

Any employee having a grievance shall submit same in writing as promptly as possible after its occurrence but no grievance shall be valid if not presented within fifteen (15) days from the time the cause for complaint became known to the employee.

If at any time a grievance remains at any step below Step 4 for more than seven (7) working days, the Local Union may, by written notice to local management, request that such grievance be heard at the next step.

Section 2. When grievances arise, the following steps shall be followed, each to be exhausted before resorting to the next:

Step 1. Between the immediate supervisor and the aggrieved employee; the appropriate Union representative shall be given an opportunity to be present.

Step 2. Between the Production Superintendent and the Union Committee.

Step 3. Between the Operations Manager and the Union Committee.

Step 4. Between the Divisional Vice President of the Company, or his representative, and the President of the International Union, or his representative.

XV. ARBITRATION

Section 1. In the event that a grievance based upon the interpretation, application or compliance with the terms of this Agreement shall not have been satisfactorily settled, the Union within thirty (30) days after the Company's answer to the last step in the grievance procedure may submit the matter to the American Arbitration Association under their rules then in effect. Expenses of the arbitrator shall be shared equally by the Company and the Union. The decision of the arbitrator shall be binding upon both parties to this Agreement. Such decision shall be within the scope and terms of this Agreement, but shall not change any of its terms or conditions.

XVI. STRIKES AND LOCKOUTS

Section 1. The Union and the Company agree that there shall be no strikes, sympathy strikes, boycotts, lockouts or general slowing down of production by employees, during the life of this Agreement, and that in the event differences should arise between the Company and the Union or its members employed by the Company, as to the meaning and application of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work by the employees on account of such differences.

XVII. EMPLOYEE BENEFITS

The benefits as shown in this section shall continue in effect during the life of this Agreement.

Medical Insurance: Blue Cross Preferred Comprehensive; Blue Shield, 100; and Major Medical Insurance shall continue to be provided at Company expense for employees until age 70. The Major Medical Insurance referred to herein shall be provided on the basis of \$10,000 maximum; \$100 deductible per person, and 80/20 participation.

A Blue Shield Eye Examination and Refraction Program shall be provided for employees and certain of their dependents at Company expense as promptly as arrangements can be made.

Dental Insurance: A dental insurance plan to be agreed upon by the parties shall be effective April 1, 2017. This plan shall provide dental benefits for employees and their covered dependents. Company shall contribute \$20.00 per month per covered employee toward the cost of this coverage and any excess cost shall be made up by employee contributions.

Death in Family: Should death occur to the Mother, Father, Stepmother, Stepfather, Wife, Children, Stepchildren, Sister or Brother of any employee, he or she shall be entitled to a three-day leave of absence and should death occur to the Grandparent of any employee he or she shall be entitled to a one-day leave of absence. For all such leaves of

absence the employee will be paid at his or her straight-time rate provided the leave is taken during the normal week, i.e., Monday through Friday.

Jury Duty: The Company agrees to pay to any employee who shall serve on a bona fide jury panel an amount equal to the difference between the employee's earnings from such service and his or her regular eight (8) hours straight time pay for the days, not in excess of fifteen days for any single period of jury service, during which the employee shall be absent and on jury service.

Sick Benefits: Provision is made for the payment of Sick Benefits to hourly paid employees who have been on the payroll for not less than one year immediately prior to the event of sickness.

On presentation of a licensed physician's, dentist's, chiropodist's, or chiropractor's certificate, an employee who has been ill seven (7) or more consecutive days is entitled to an amount equal to fifty (50) percent of his or her forty-hour weekly wages or the amount to which the employee would be entitled under the State Temporary Disability Law, whichever is greater, from the day he became ill, for a period not in excess of twenty-six weeks in any twelve-month period.

Sick benefits have no connection with illness due to injury in the plant. Disabilities due to injuries in the plant are compensated for under Employers' Liability Insurance in accordance with State regulations.

Retirement: All employees covered by this Agreement are also covered by the Pension Plan which went into operation July 1, 1990, as amended: This is a funded pension plan.

A copy of the Summary Plan Description will be regularly furnished to each new employee. Additional copies may be obtained upon request at the Personnel Office.

Life Insurance: A group life insurance policy will be purchased by the Company so that each employee with one or more years of continuous service with the Company shall have life insurance protection in the amount of \$10,000 in the event such employee shall die while employed by the Company and before such employee's retirement. Beneficiary designations shall be made by each such employee in accordance with the provisions of such group policy.

XVIII. NEW EMPLOYEES

Section 1. New employees shall be considered probationary employees and shall not rank for seniority until they shall have been in the employ of the Company for sixty (60) calendar days, unless otherwise extended by mutual agreement. After the expiration of the sixty (60) day period, they shall cease to be probationary employees and rates of pay and all other provisions of this Agreement shall be applicable to them. They shall then rank for seniority from the date of original hiring in the

plant. During the probationary period the Company may pay the employee the regular job wage rate.

XIX. SCOPE OF WORK; NEW TECHNOLOGIES

Section 1. It is the intent of the parties to permit the Company to remain technologically competitive and to meet its customer's needs so long as work opportunities now and in the future are preserved for the employees within the bargaining unit identified in Article II. As new technologies develop, the parties pledge their best efforts to fully train and include bargaining unit employees in the implementation of such technologies.

Section 2. In furtherance of the parties' intent, a technology committee consisting of two (2) Union and two (2) Company representatives shall be established and shall meet at the request of either the Union or the Company. The committee shall be empowered to investigate and discuss all issues involving the impact of new technology on bargaining unit work. The committee shall reach agreement on issues investigated and discussed.

Section 3. The Company shall provide training, if required, on any new technology used to perform bargaining unit work. The Company will not permit its proprietary or licensed software, data, hardware, equipment or facilities to be used by others to perform work or functions that replace work or functions being performed by bargaining unit employees.

XX. COMPLETE AGREEMENT

Section 1. The parties hereto acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and Agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the parties hereto, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each expressly agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered or not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 2. The parties hereto expressly agree that this contract is the sole and complete Agreement between them and that any other previous understandings or Agreements, oral or written (inconsistent with the provisions of this Agreement), are superseded and are of no effect during the term of this Agreement (except as elsewhere provided in the Agreement).

XXI. TERM OF AGREEMENT

Section 1. This Agreement shall be effective April 1, 2016, and shall continue in full force and effect to and including March 31, 2019, and from year to year after the latter date, unless and until either of the parties hereto shall give to the other three (3) months' written notice prior to the end of the original term, or three (3) months' written notice prior to the end of any subsequent year, of an intention to modify or terminate at the end of the original term or of the then current year.

XXII. SUCCESSORS AND ASSIGNS

Section 1. This Agreement shall be binding upon the successors, purchasers, transferees and assignees of the Company.

Section 2. The Company shall give notice of the existence of this Agreement to any successor, purchaser, transferee or assignee. Such notice shall be in writing, with a copy to the Union, at least sixty (60) days in advance of the effective date of transfer. After such notice is given, upon the request of either party, the parties shall bargain in good faith about any matter not covered by this Agreement.

Exhibit A

All incumbent employees shall receive the following wages:

Effective June 1, 2016

Work Level A	Start	\$10.71	-\$14.06
Work Level B	Start	\$11.64	-\$15.02
Work Level C	Start	\$12.53	-\$16.48
Work Level D	Start	\$13.01	-\$16.96
Work Level E	Start	\$15.15	-\$19.10

Effective June 1, 2017

Work Level A	Start	\$10.88	-\$14.34
Work Level B	Start	\$11.83	-\$15.32
Work Level C	Start	\$12.74	-\$16.81
Work Level D	Start	\$13.23	-\$17.30
Work Level E	Start	\$15.41	-\$19.48

Effective June 1, 2018

Work Level A	Start	\$11.20	-\$14.84
Work Level B	Start	\$12.18	-\$15.86
Work Level C	Start	\$13.12	-\$17.40
Work Level D	Start	\$13.62	-\$17.91
Work Level E	Start	\$15.88	-\$20.16