

AGREEMENT

**ENVELOPE PRODUCTS GROUP, LLC
AND
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING,
ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION (USW)
AFL-CIO/CLC**

USW LOCAL 1999 - INDIANAPOLIS PLANT

April 8, 2013 – April 7, 2015

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A G R E E M E N T

This Agreement, made and entered into this the 7th day of April, 2013, by and between ENVELOPE PRODUCTS GROUP, LLC (hereinafter referred to as the Company) for its Indianapolis Plant and UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL, SERVICE WORKERS INTERNATIONAL UNION (USW), AFL-CIO/CLC (hereinafter referred to as the Union), for its affiliated Local 1999.

PURPOSE

It is the intent and purpose of the parties to this Agreement to promote and improve the industrial and economic relationship between the employees and the Company; and to provide procedure for the prompt, peaceful, and equitable adjustment of differences which might arise from time to time between the Company and the Union covered by this Agreement, so that there shall be no interference with the production of the Plant during the life of this Agreement and any renewal thereof.

**ARTICLE I
RECOGNITION**

Section 1: The Company recognizes the Union as the exclusive collective bargaining agency for all its employees in its Plants covered by this Agreement, as set forth in the National Labor Relations Board Certification Agreement, but the term "Employee", as used in this Agreement, shall not include Foremen, permanent Assistant Foremen, temporary employees or Supervisors in charge of any class of labor, clerical workers or salaried employees. The Company further agrees to bargain with the Union on those matters pertaining to hours of work, rates of pay and other conditions of employment in accordance with the terms and conditions mutually agreed to and as set forth herein.

Section 2: The Company agrees there shall be no discrimination, interference, coercion, or restraint by the Company or its agents against any employee because of membership in the Union. The Union agrees not to intimidate or coerce employees into membership and also not to solicit membership on Company time.

Section 3: The Company and the Union agree that they will not discriminate against any individuals with respect to their compensation, terms, conditions, or privileges of employment because of such individuals' race, color, religion, sex, age, national origin, handicap, veteran, marital status.

Section 4: New employees of the Company shall be on a probationary status for sixty (60) calendar days from date of hiring and shall during such period acquire no rights of re-employment on layoff or discharge, but on completion of said probationary period, they shall be placed on

the seniority list in order of their date of hiring. A thirty (30) calendar day extension for an employee hired into Job Levels ending in 6, 7, or 8 may be granted by the local Union if requested by the Company.

Section 5: Non-bargaining unit employees of the Company shall not perform work of the Bargaining unit employees except for purposes of training or retraining, experimental work, to correct production emergencies, or for conditions beyond the control of Management due to floods, fire, power failure, or other acts of God.

Section 6: Temporary Employees

EPG and USW Local 1999 agree that to decrease periods of excessive overtime, the use of temporary employees may be necessary. Temporary employees may be used under the following conditions:

- a. No temporary employees shall be allowed to work if any members of the bargaining unit are on layoff.
- b. If the need arises to send an employee(s) home, volunteers will be solicited by seniority. If there are no volunteers, temporary employees shall be sent home first.
- c. Temporary employees shall be used in the packer classification only and on Monday – Friday only. Seven day operations may utilize temporary employees on weekends, as per 7-Day MOA.
- d. The number of temporary employees shall not exceed 15% of the total number of bargaining unit packers in the plant. This agreement will be renewed each year at the annual conference. However, it will not be extended if the union challenges the way in which the Company administers the provisions contained herein and the differences cannot be resolved.
- e. Temporary employees shall be given preferential status when hiring for permanent employees in the packer classification.
- f. Temporary employees hired as permanent will become members of the bargaining unit if hired after having attained 720 hours – either as a temporary or combined temporary/permanent. These hours will be shared with the Union on a monthly basis.
- g. A review committee consisting of three (3) union representatives and three (3) company representatives and the Plant/General Manager shall review prospective temporary to permanent hires for the purposes of determining full time hiring eligibility.
- h. Temporary employees shall only be utilized to fill overtime vacancies after all members of the bargaining unit have had the opportunity to sign up for overtime per local overtime agreement.
- i. Overtime needs shall be communicated per the local overtime agreement. It will be posted by Tuesday Noon and will be taken down on Thursday at 8:00 am. The list will be available to employees on vacation until the following Tuesday at 7:00 am. Subject to local Overtime Agreement.

- j. In the event the union believes that any portion of this section has been violated, a grievance related to this section will begin at Step 3 of the grievance procedure.
- k. It is not the intent to utilize temporary employees to replace full-time position openings.
- l. Before invoking this mechanism, the Company will notify the shift steward. Once this notification is made, the packer(s) released from the overtime obligation cannot be later required to work due to the Company's inability to assign a temporary worker.
- m. By written mutual agreement between the Union and the Company, this system can be modified to satisfy production needs.

ARTICLE II DUES CHECK-OFF

Section 1: The Company, for those employees who sign voluntary Check-Off Cards, will, for the period of this Agreement deduct from their pay each month, the Union dues for the current and/or past months. This deduction shall be made from the paycheck which will be paid each employee each pay period and remittance made to the Secretary-Treasurer of the USW International Union. The Company will deduct union dues from an employee's vacation check and the Union agrees to hold the Company harmless.

The initiation fee of the Union shall be deducted by the Company and remitted to the Secretary-Treasurer of the USW International Union in the same manner as dues collections, provided same is shown on voluntary Check-Off Card.

Section 2: The Union shall, not later than the twenty-fifth day of each month, submit to the Company, the voluntary Check-Off Cards of employees who become members of the Union during such month, and the Company shall, not later than the 20th day of each month submit to the Financial Secretary, a list of employees terminated during the preceding calendar month.

Section 3: If employees who have signed a voluntary Check-Off Card, should quit or be discharged during any month prior to the deduction of the current Union dues, same shall be deducted from their final checks if the Company can do so. It is understood that failure on the part of the Company to make this deduction shall not entail any liability on the Company's part, except for errors or omission.

Section 4: At the expiration date of each Agreement between the parties hereto, or for a period of one year, whichever occurs sooner, each employee shall be given a fifteen (15) day period immediately preceding the anniversary date of said Agreement in which they may cancel such Check-Off Cards, by giving written notice by Registered Mail to the Company and the Union. If, at the expiration of such fifteen (15) day period no cancellation is made, the existing Check-Off Card shall automatically authorize the Company to continue such deductions for the duration of the current renewal.

ARTICLE III GRIEVANCE PROCEDURE

Section 1: Should differences arise between the Company and the Union or its members employed by the Company as to the meaning and application of the provisions of this Agreement,

there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such grievances immediately in the following manner:

Employees are expected to discuss their grievances with their immediate supervisor in an attempt to resolve their dispute before filing a grievance. If the dispute remains unresolved, the grievance shall be processed in the following manner:

- (a) Employees shall not later than seven (7) working days after they should reasonably have learned of the event giving rise to the grievance, submit the grievance in writing to their immediate supervisor. (Any extensions of this time limit must be authorized in writing.) Supervisors will submit their decision in writing within 3 (three) working days after receipt of a written grievance. If such decision is unacceptable, then. . .
- (b) Such written grievance shall then be taken up between the Chief Steward and the Production or Plant Superintendent with the assistance of the Supervisor and Steward in the department where the grievance arose. If not settled in four (4) working days, then. . .
- (c) The grievance shall be taken up within thirty (30) working days by the USW International Union representatives and Union Committee with representatives designated by the Company. However, by mutual agreement between the International Union representative and the Company representative, this time may be extended. If not settled, then. . .
- (d) The grievance shall be submitted to arbitration within ninety (90) days from the date of Step (c) above. Failure to submit the grievance within this ninety (90) day period automatically vacates the grievance, and the matter will be vacated without prejudice to the moving party's position.
- (e) The Company will in each step (a), (b), and (c) give the Union, at the time of discussion, an answer to the grievance in writing unless such time for an answer is extended by mutual agreement.

Section 2: Any grievance submitted to arbitration shall be handled in the following manner:

Grievance not settled in the procedure described above shall be submitted to arbitration under the rules and procedures of the Federal Mediation and Conciliation Services (FMCS).

The Arbitrator shall not have the power to add to, delete from, amend or modify any of the provisions of this Agreement. The decision of the Arbitrator shall be final and binding on both parties.

The salary and expenses incidental to the services of the impartial Arbitrator shall be paid jointly and equally by the Company and the Union.

The parties agree to use the following arbitrator selection process:

- Request an FMCS online panel of seven (7) arbitrators.
- Parties will split the initial cost of panel by alternating between the Company and the Union.
- Either party may reject the first panel. The rejecting party will pay for the second panel.

- If second panel is rejected by the other party, third party ordered and paid for by rejecting party.
- Should a third panel be required, selection of an arbitrator will be made from the third panel.

Selection of arbitrator will be made by alternating strikes until one name left. The decision to strike first will be determined by alternating between the Company and the Union. The first arbitration striking party under this agreement will be the Union.

Section 3: In the event a grievance involves any loss where back wages may be claimed, no such loss shall be retroactive prior to ninety (90) calendar days from the date the grievance was presented to the Management of the Plant. However, clerical errors of calculation or omission shall be retroactive to the date of such error.

Section 4: If an employee's discharge is pending, and prior to any actual discharge, the President and Chief Steward, or those acting in their capacities, are to be called in for conference with the Plant Management before any action is taken.

Section 5: If any employee discharged by the Company believes that such discharge is unjustified, such discharge shall constitute a case coming under the method of adjusting grievances as set forth in this Article III, if request by the Union for a meeting is made within one (1) week following such discharge. Such grievance meeting shall begin at Section 1 (c) of the Article. Should such discharge be found to be unjustified, such discharged employee shall be reinstated to employment and seniority and may receive pay for the time that the employee lost from work by reason of such discharge.

ARTICLE IV SENIORITY

Section 1: DEFINITION AND PURPOSE

DEFINITION

(A) Seniority is based on an employee's length of service within each specified Plant of the Company measured from the last date of hire. An employee's seniority in a job classification is based on the employee's length of service within each specified Plant of the Company measured from their last date of hire.

(b) Seniority shall accumulate during all approved Leaves of Absence and earned seniority will be retained.

PURPOSE

The purpose of seniority is to provide a declared policy of right as to:

(A) Promotion, demotion, layoff, recall, vacancies, and new jobs measured by length of service as herein defined.

(B) Vacancies under Job Posting Procedure, Article V.

Section 2: LOSS OF SENIORITY

Employees shall lose their seniority rights for the following reasons:

(A) Voluntary termination of employment with the Company.

(B) Discharge for just cause.

(C) Failure to report for work after layoff within a period of seven (7) working days after notice has been sent via Certified Mail by the Company to the last known address of the employee and a copy furnished to the Chief Steward. Failure of such employees to report for work shall be considered as having terminated their employment unless a valid reason is given.

(D) Employees must notify Management as early as possible, but no less than thirty (30) minutes prior to the start of their shift, on their first day of absence that they are unable to report for work. A notice will be posted and maintained on the Plant Bulletin Board listing persons to be contacted and telephone numbers to be called. Employees who fail to so notify the Management, unless for sufficient and valid reasons, will be subject to disciplinary action.

(E) Absence for two (2) consecutive working days without notifying the Management, except for reasonable and valid cause, shall be considered as an automatic termination of employment. A notice will be posted and maintained on the Plant Bulletin Board listing persons to be contacted and telephone numbers to be called.

(F) Seniority of an employee who is out due to illness or on layoff status who has two (2) months to less than one (1) year length of service will be protected for a period equal to their length of service from last date of layoff. Employees with one (1) year or more length of service will be protected for a period of eighteen (18) months. Employee's absence due to illness or layoff prior to the ratification of this agreement are grandfathered at the twenty-four (24) month period.

(G) Employees who have completed their probationary period will be allowed a period of twenty-four (24) months continuous absence resulting from an industrial disability. During such period such employees shall retain and accumulate seniority.

(H) Any employee whose service record has been broken for any of the above reasons will forfeit all accumulated seniority, and if re-employed, it shall be on the basis of a new employee.

Section 3: APPLICATION OF SENIORITY

(A) Layoff Procedure: When a decrease in forces due to lack of work is to be effected, either Work Sharing or Extended Layoff may be used.

Work Sharing
Extended Layoff

(B) Temporary Layoff Procedure: Excepting inventory, shutdowns, and scheduled vacation periods in instances where due to causes of a temporary nature, it is necessary to reduce temporarily or shut down any given operation, employees may be given a Temporary Layoff not to exceed three (3) working days in one contract year. The employee with the least amount of plant seniority in the group of machines on the shift concerned will be laid off first.

(C) Work Sharing Procedure: Management will share the available work time as near equally as possible among the employees within definite classifications of work on a group of machines within a department. Work Sharing when invoked will be down to as low as thirty-two (32) hours of four (4) consecutive eight (8) hour days, Monday through Friday, per week, but for not more than eight (8) weeks in any one contract year.

1. The thirty-two (32) hour week for an eight (8) week period during the contract year does not have to be consecutive, but can accumulate up to and including eight (8) weeks in any combination. Any week scheduled for less than forty (40) and down to thirty-two (32) hours will be considered as a week of Work Sharing Program.
2. Any reduction in hours of work under this provision on the normal operation of any shift will be balanced by equal reduction of hours on all shift operations at the same time for the same length of time. Each shift will be reduced the same number of hours.
3. Work Sharing will be assigned on a unit basis and not on an individual basis. The work week will be used as a base period for sharing the work. Variations may be made by mutual agreement with the Union Local.
4. A Work Sharing Chart will be used to accumulate Work Sharing time by individuals. This chart will be made available to the Union, if any questions arise as to the distribution of Work Sharing time.

(D) Extended Layoff Procedure: In the event it becomes necessary to put an extended reduction of work force into effect, the procedure will be as follows:

1. Application of Extended Layoff Procedure
Chief Stewards and employees will be notified twenty-four (24) hours prior to Extended Layoff. The notification to the Chief Steward will be in writing.
 - (a) Determine job or jobs necessary to be curtailed.
 - (b) Probationary employees shall be the first to be laid off.
 - (c) Next, a junior employee in the job classification being reduced will replace the junior employee as follows:
 - (1) If the curtailment is in a job classification ending in Job Levels 8, 7, or 6 the junior employee in that job classification, with the least amount of plant seniority, will displace the junior employee in job classifications ending in Job Level 5, on the shift of his/her choice, plant seniority rights prevailing, or to a job classification in Job Levels higher than Job Level 5, on the shift of his/her choice, in which the employee has had previous experience and is qualified to perform.

The remaining senior employees may then be rearranged within their job classification in Job Levels 8, 7, and 6 to maintain

plant balance. The remaining senior employees in Job Level 5 may then be rearranged within the Job Level to maintain plant balance.

If there are no junior employees in job classifications ending in Job Level 5, the displaced employee above will bump the junior employee in Job Levels 4, 3, or 2 respectively, on the shift of his/her choice, plant seniority rights prevailing. If there are no employees in these Job Levels, junior to the displaced employee, this employee will be laid off.

- (2) If the curtailment is in a job classification ending in Job Level 5, the junior employee in that job classification, with the least amount of plant seniority, will displace the junior employee in Job Level 5, on the shift of his/her choice, plant seniority rights prevailing. The junior employees in Job Level 5 will displace the junior employees in Job Level 4, on the shift of his/her choice, plant seniority rights prevailing. The remaining senior employees in Job Levels 5 and 4 respectively, may then be rearranged within their Job Levels to maintain plant balance. In the event there are no junior employees in Job Level 4, the same procedure will apply to Job Levels 3 or 2 respectively, plant seniority rights prevailing.

If there are no employees in Job Levels 5, 4, 3, or 2 respectively, junior to the displaced employee, this employee will be laid off.

- (3) If the curtailment is in a job classification ending in Job Levels 4, 3, or 2, the same down bumping procedure as in (2) above will apply, plant seniority rights prevailing.
- (4) Employees rearranged within their own classification or Job Levels as a result of curtailment of the junior employee or employees, will retain their same rate of pay.
- (5) The displaced employees downgraded into Job Levels 7, 6, 5, 4, 3, or 2 shall receive the maximum of the Job Level rate or their own rate whichever is lower.

(E) Employees subject to layoff have the option of declining a lateral or a downgrading transfer and taking a layoff instead, but they must then wait for a job in their own classification to open up for recall. Once employees have made this election in writing to take a layoff, they cannot later change this election. In the event their job classification is eliminated before they are recalled, then they will be entitled to recall to any other job classification in which they have the ability to perform the work. Employees will be given the opportunity to return to work one time only. If employees make an election not to return to work at that time, the Company's obligation to any further recall ceases.

(F) Cross Shift Transfer: If there is a surplus of employees in a job classification on one shift and a shortage of employees in the same job classification on another shift, the following procedure will apply in order to maintain plant balance:

The employee with the most plant seniority in the job classification on the shift on which there is a surplus will be offered the opportunity to fill the shortage. If such offer to move is declined, then the next most senior employees in the job classification on the shift on which there is a surplus will be offered the opportunity to fill the shortage. This procedure will continue by seniority for employees in the job classification on the shift on which there is a surplus until the shortage is filled. If all employees in the job classification on the shift on which there is a surplus refuse, the junior employees(s) will be required to move to fill the vacancy. Employees displaced under this provision will be recalled to their original shift under the recall procedure when the classification reopens. Employees must return to their original shift upon recall. Employees who fail to return to their original shift upon recall shall be considered as having terminated their employment.

Section 4: RECALL PROCEDURE

- (A) Application of Recall Procedure
1. Employees previously displaced from their classification and/or shift will be upgraded or recalled to their previous classification and/or shift, seniority rights prevailing.
 2. Employees on layoff will be recalled to work on any shift where openings occur, but may decline recall to a shift other than the shift they left.
 - (a) If the available opening is in a job ending in Job Levels 8, 7, or 6, the most senior laid off employee with the same classification will be the first to be recalled.
 - (b) If the available opening is in a job ending in lower job levels, the most senior laid off employee whose job ends in a classification the same or higher than that of the available job will be the first to be recalled.
 3. Employees returning to their own job classification will receive the same rate they had prior to the Layoff Procedure including any general wage increase in the interim.
 4. Employees on jobs ending in Job Levels 8, 7, or 6 recalled to work in jobs ending:
 - (a) In Job Level 5, they shall receive their own rate or a rate twenty (20) cents above the minimum Job Level 5 rate, whichever is lower.
 - (b) In the lower job levels, they shall receive the maximum of the rate of the job or their own rate, whichever is lower.
 5. Employees on jobs ending in Job Levels 5, 4, 3, or 2 recalled to work in jobs ending:
 - (a) In their own Job Levels shall receive the maximum rate of the Job Level or their own rate, whichever is lower.

- (b) In a lower Job Level shall receive the maximum of the rate or his/her own rate, whichever is lower.

Section 5: RIGHT OF TRANSFER ON SHIFTS

Although the Company shall have the right to request an employee to transfer from one shift to another temporarily because of ability or training to operate the plant efficiently, it is understood and agreed that an employee shall have the privilege of refusing such transfer without recrimination because of such refusal. The temporary transfer cross-shift shall not be longer than a thirty (30) day period. The thirty (30) day period may be extended if agreeable to the Union.

The primary objective of this provision is to be able to utilize an employee who has the ability and training to train other employees and apply their ability to assist where it is necessary to operate the plant efficiently. However, it is not the intent of this provision to be applied so as to change employee shifts without the primary objective as herein referred to.

Section 6: HIRING

No new employee may be hired so long as there are laid-off employees who desire to return to work and who are capable of performing the work required.

Section 7: EXCEPTION

An employee, who because of training and ability, is necessary to the efficient operation of the plant, may by written agreement with the Union be retained or recalled out of seniority, provided such employee is placed on a job making use of such training or ability.

Section 8: SUPER-SENIORITY

The following Union Officers: The President, a Vice President, and the Chief Steward shall be downgraded under the Extended Layoff Procedure but shall be the last to be laid off. A current list of these officers will be furnished to the Company.

Section 9: SENIORITY FOR EMPLOYEES LEAVING THE BARGAINING UNIT

Should an employee accept a position with the Company outside of the bargaining unit and lose that position within three (3) months for any reason other than discharge for just cause, or quitting, the employee shall be allowed the privilege of returning to the bargaining unit without loss of seniority to the previously held job classification. The right of return to the bargaining unit without loss of seniority may be exercised only once during the tenure of employment.

Section 10: JOB ELIMINATION, CHANGES, AND NEW JOBS

(A) When a job is completely eliminated, the displaced employees will exercise their rights under the Layoff Procedure. Chief Stewards will be notified in writing.

(B) If, during the term of the Agreement, the duties or responsibilities of an existing job classification are increased significantly or if a new permanent hourly rated job is created, the parties will meet within thirty (30) days to discuss the matter. If, after the discussion, no agreement can be reached, management will set the rate, but the rate may be subject to negotiations at the next reopening of the agreement; and provided further that if rate changes

are then agreed upon, they will be made retroactive to the date of the original discussions. However, during this period of time, the employee(s) in the job classification under consideration will continue to operate without hindrance or delay. In view of the foregoing procedure, the establishment of wage rates shall not be a subject of arbitration.

Section 11: DISPLACEMENT ALLOWANCE

Any employees with five (5) years or more of uninterrupted service with the Company who are laid off for a period of six (6) consecutive months, and who have not declined a lateral or down-grading transfer to which their seniority entitles them, have the following options:

- Option 1: At the end of said six (6) month period, of accepting an allowance of one (1) day's pay for each year of service and forfeiting all recall rights under Article IV, Section 2 (F), of the Agreement.
- Option 2: Decline this Displacement Allowance and retain the balance of the twenty-four (24) months accrued to them under Article IV, Section 2, (F) of Agreement for recall rights.

Employees who take Option 1 above, and are later re-employed by the Company will forfeit all accumulated seniority and length of service benefits, and their re-employment will be on the basis of new employees.

ARTICLE V JOB POSTING

Section 1: Vacancies exist whenever the number of employees needed in a job classification on a shift is more than those classified within the job classification on a shift. In the event a vacancy occurs, such vacancy shall be posted on all bulletin boards for six (6) calendar days. Where entrance qualifications are a requirement those will be added to the posting notice. (See Memorandum of Understanding - Re: Entrance Qualifications.) The Chief Steward will be given a copy of this notice at time of posting.

Section 2:

- (a) Any employee can bid into his/her own classification on another shift and will suffer no loss in their classification rate, seniority rights prevailing.
- (b) External applicants for machine adjuster classification and gravure press set-up classification job postings will take the company's S.T.M. mechanical aptitude test.

Section 3: The Company and the union shall consider all applications according to seniority, providing the applicant has the necessary ability and physical fitness to qualify.

Section 4: Applications will not be confined to employees on the shift in which the vacancy occurs.

Section 5: If no employees with the ability and physical fitness to qualify apply for the opening within the six (6) calendar day period, the company shall then fill the vacancy in accordance with its general practice. This job must be actively manned within thirty (30) working days, and if not, the job shall be reposted.

Section 6: Successful applicants and the Chief Steward will be notified in writing by the Company within three (3) working days after closing of posting. Successful applicants shall be transferred to their new assignment within 30 working days.

Section 7: Employees applying for such posted jobs, and receiving such offer, shall have the right to return to their former jobs within thirty (30) working days with no loss of seniority from their former jobs. Employees who remain on these jobs in excess of thirty (30) working days shall have no right to return to their former job except as provided under the layoff procedure.

Section 8:

(a) In the event the employee proves unsatisfactory, or chooses to return to the former job, the Union will be notified that the employee will be removed from the job before the expiration of the thirty (30) working day trial period. By written agreement between the Company and the Chief Steward, the trial period may be extended an additional thirty (30) working days. Employees may return to their former jobs as in Section 7 above.

(b) Any employee who proves unsatisfactory and is removed from the job before the expiration of the thirty (30) working day trial period and returns to the former job or if under Section 7, Article V Job Posting, the employee elects to return to the former job before the expiration of the thirty (30) working day trial period, then....

(c) The next qualified applicant in seniority standing on the original bid list will be considered for the vacancy.

(d) The original bid list is in effect for the full thirty (30) working day trial period of the original selected bidder.

(e) Beyond the original full thirty (30) working day trial period, the job will be reposted.

Section 9: For a period of six months beginning on the date that an employee is awarded a job posting, the employee cannot for any reason apply for other open or posted jobs unless the job posting is in a job level higher than the employee's current job level.

Section 10: For the purpose of Job Posting, if the vacancy is in a job classification having a progression sequence (e.g. Adjuster C, B, A), the posting will be in the lowest sequence.

Section 11: The rate to be applied for successful applicants on posted jobs shall be as follows:

(a) Successful applicants on posted jobs ending in Job Levels 4 through 8 shall receive a rate of pay five (5) increments of \$.10 above the minimum Job Level 4 rate, or their own rate, whichever is lower; provided, however, successful applicants on posted jobs ending in Job Levels 4 through 8 shall receive a new rate of not less than the minimum rate of Job Level 4. Due to previous experience and training, a higher rate will apply.

(b) Successful applicants on posted jobs ending in Job Levels 2 and 3 shall receive a rate of pay equal to the maximum rate of the posted job or their own rate, whichever is lower, provided, however, successful applicants on posted jobs ending in Job Level 3 shall receive a new rate of not less than the minimum rate of Job Level 3.

Section 12: Temporary Jobs Created by Employees on Sick Leave or on Other Leaves of Absence or on Vacation

For jobs which will last five (5) working days or longer, the normal recall procedure will be followed in filling these temporary jobs where qualified employees are available to perform the work before hiring from the outside. For jobs of shorter duration or where there are no employees downgraded, transferred, or laid off who are eligible to fill these vacancies, the Company will fill through its normal practice. These jobs will not be posted.

ARTICLE VI HOURS OF WORK

Work Week: For the purpose of computing the payroll, the work week starts at 11:00 PM Sunday and ends at 11:00 PM the following Sunday. The normal work day is eight (8) hours per day.

The normal schedule of hours of work are posted in the Plant.

Packing and Shipping Room: It is understood and agreed that Management may schedule Packing and Shipping Departments up to one (1) hour later than the close of the normal first shift. However, by agreement between the Company and the local Union, this time may be extended.

ARTICLE VII OVERTIME - PREMIUM TIME

Section 1: Overtime-Pay

During the first five (5) days of the established work week, an overtime rate of one and one-half (1-1/2) times the employees' hourly earnings at their regular rates for the said first five (5) days shall be paid for all hours worked in excess of eight (8) in any twenty-four (24) consecutive hour period or hours worked in excess of forty (40) whichever is greater.

An employee who starts work prior to his normal scheduled shift shall receive an overtime rate of one and one-half (1-1/2) times the employee's hourly earnings at the regular rate for those hours prior to his normal scheduled shift.

Except for an emergency, any employee requested to work overtime shall be given four (4) hours' notice before normal quitting time. An employee required to work two (2) hours or more overtime in any one day shall be allowed a twenty (20) minutes lunch period with pay.

Section 2: Saturday and Sunday Work as Such

Time and one-half shall be paid for all work performed on Saturday as such. Double time for all work performed on Sunday as such.

Employees whose regular shifts continue into Saturday, Sunday or a holiday will receive their regular shift pay for all hours up to eight (8) which extend into Saturday, Sunday, or the holiday.

Section 3: Overtime payments shall not be duplicated for the same hours worked under any provision of this Agreement, and to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime compensation under the same or any other provision.

Section 4: Reporting Time

Employees reporting for work who have not been previously told not to report will be provided with either a minimum of four (4) hours of work or four (4) hours' pay unless the inability to operate the plant is caused by conditions beyond the control of Management, such as floods, fire, power failure, strikes, or picketing.

Section 5: Call-In Pay

Employees called in to work after they have left the Company Plant shall receive a minimum of four (4) hours' pay or time and one-half, whichever is greater, except the seventh day, Sunday, and holidays on which double time shall be paid. In no case will this provision apply to any employees who are held over at the end of their designated shift.

Section 6:

Overtime work will be distributed equally among employees on a group of machines in the classification in the department. The Supervisor in each department shall post a record available for inspection by all employees in the department pertaining to all overtime worked.

When an error is made in the assignment of overtime hours, the error will be corrected by making proper payment to the correct employee.

Overtime charts will be closed out and new charts started each contract year.

Section 7: Employees are expected to work a reasonable number of overtime hours when necessary to meet production requirements. An employee refusing an overtime assignment without a sufficient excuse under the circumstances, will be subject to progressive discipline in keeping with the contract's "just cause" guarantee.

- A. In filling overtime needs, Management will apply the following procedure:
- (1) Overtime requirements shall be met first from volunteers entitled to work using the Overtime Distribution Procedure dated November 1, 1981.
 - (2) If sufficient volunteers are not available, then Management will select those employees in the appropriate overtime distribution group who have not worked a reasonable amount of overtime to fill its overtime requirements, starting with the junior employees.
 - (3) An employee refusing an overtime assignment who has not worked a reasonable amount of overtime will be subject to progressive levels of disciplinary action.
 - (4) Weekend overtime assignments will follow the above method if practical, but the company reserves the right to require all needed employees to work on such days. Under normal circumstances, weekend overtime requirements will be posted by 2:00 p.m. on Wednesday.
- B. The following additional points will be incorporated in the administration of overtime assignments:

- (1) Reasonable excuses shall be honored in assigning overtime. For example, attending the wedding or graduation of an immediate family member shall excuse an employee. Other excuses of similar gravity shall receive like consideration. Management fully understands that the administration of overtime assignments shall be evaluated against the contract's "just cause" provision.
- (2) Employees shall not be required to work more than 12 consecutive hours, except in cases of Act of God.
- (3) Vacation Protection: Employees shall not be required to work on Saturdays prior to their vacation weeks.
- (4) When three shift Saturday operations are scheduled, the third shift shall work their "Saturday" overtime assignment on Sunday night. Pay will remain at time and one-half.
- (5) It is not the intent of the company to under man and cover undermanned equipment for extended periods of time with overtime.
- (6) Employees shall be excused from required overtime assignments for a temporary period if they provide appropriate medical documentation as determined by management.

C. OVERTIME: The following overtime bye system will be available at each plant.

- (1) Each employee will receive one bye for each two-week period, for use Monday through Friday, beginning March 9, 1998.
- (2) Each employee will be given a total of three byes per year, for weekend overtime, for use during the calendar year.
- (3) None of the above byes can be accumulated or carried forward.
- (4) The company will continue to accept reasonable excuses as outlined in the Labor Agreement. Use of overtime byes will be at the discretion of the individual employee.
- (5) Local plant earned bye systems will continue in affect.

ARTICLE VIII MANAGEMENT

Nothing in this Agreement shall limit the Company in the exercise of its function of Management, under which it shall have among others, the right to hire new employees and to direct the working force, to discipline, suspend, discharge for cause, transfer, or lay off employees because of lack of work, require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement, to decide the number and location of its Plants, products to be manufactured, the methods and schedules of production, including the means and processes of manufacturing, provided that the Company will not use these prerogatives for the purpose of discrimination. It is agreed that these enumerations of Management prerogatives shall not be deemed to exclude other prerogatives not enumerated; however, said prerogatives shall not be inconsistent with this Agreement. This Article does not exclude employees from their rights as set forth in Article III (Grievance Procedure.)

ARTICLE IX

NO STRIKES, NO LOCKOUTS

Section 1: It is agreed that there will be no authorized strikes, walkouts, lockouts, slowdowns, or any other similar interruption of work, including any refusal to work in support of any third party (sympathy strikes), during the period of this Agreement, or any extension thereof. The International Union signatory to this Agreement and the Locals agree that during the term of this Agreement, or any extension thereof, they will not authorize any strikes, walkouts, slowdowns, or other similar interruption of work, including sympathy strikes.

Section 2: If any strike, walkout, slowdown, or any other similar interruption of work, including sympathy strikes should occur, the parties agree, as a part of the consideration of this Agreement, that neither the International Union, the Local Union involved, nor any of their officers, agents, or members, shall be liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of work, if the International Officers and the involved Local Union Officers do all in their power to prevent such occurrences and in the event there is an interruption of normal operation to order the members to resume normal operations and follow the procedures prescribed in the Agreement.

Section 3: In the event of an alleged sympathy strike in violation of this Article, the parties shall institute special expedited arbitration proceedings, regarding all matters involved in such alleged violation, rather than resort to the normal grievance and arbitration procedures of Article III, which shall not apply. A party shall initiate this expedited procedure by written notice thereof to the other party and to the FMCS. The FMCS shall immediately appoint an arbitrator to hear the matter who, upon notice to the parties, shall hold the hearing within 24 hours after his appointment. The failure of either party or any witness to attend the hearing shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award. The arbitrator shall have jurisdiction to order such relief as he may deem appropriate to promptly settle the dispute. The arbitrator's written opinion, award and order shall be issued no later than 5:00 P.M. on the calendar day following the close of the hearing. Such award and order shall be final and binding on the Company and the Union and may be immediately confirmed and specifically enforced by injunction or otherwise by any court of competent jurisdiction upon the motion, application, or petition of the Company. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Company and the Union.

ARTICLE X HOLIDAYS

Section 1: The days celebrated for the following holidays are designated as paid holidays:

New Year's Day	Friday after Thanksgiving
Memorial Day	December 24
Fourth of July	Christmas Day
Labor Day	December 31
Thanksgiving Day	Employee's Birthday floater

Section 2: Fulltime employees will be paid for the above named holidays, subject to the following limitations, though no work is required to be performed.

- (a) Employees must have worked their scheduled day before and after the holiday to be entitled to holiday pay (unless an excuse which is deemed satisfactory to management is submitted). New employees who start work during a week in which a holiday falls and who work their scheduled day be-

fore and after the holiday, shall receive holiday pay subject to the provisions of (f) of this Section.

- (b) Holiday pay will be for eight (8) hours at the hourly rate the employee received for the week in which the holiday falls.
- (c) Employees who are out because of occupational injury shall receive holiday pay.
- (d) A holiday will be the calendar day, Twelve Midnight to Twelve Midnight.
- (e) Shift employees working into a holiday, if part of their regular shift hours, will not receive holiday premium for such hours. Shift employees working into a holiday, and beyond their regular shift hours, will receive their holiday premium for all hours worked in excess of eight (8) hours.
- (f) Employees shall not be eligible for holiday pay during their probationary period, but upon successful completion of their probationary period, they shall receive retroactive holiday pay for which they were otherwise eligible.
- (g) Pay for a holiday falling during an employee's vacation will be included in the employee's vacation pay.
- (h) When a holiday designated in Section 1 above falls on a Sunday, that holiday will be celebrated on the following Monday.
- (i) An employee's birthday holiday will be considered as a floating holiday for any day during the calendar week of his or her actual birthday. An employee's preference for the holiday date will be respected within a classification within a department according to plant seniority with the exception of the Adjuster classification. Plant seniority in the Adjuster classification will apply on a group of machines. The selection of the employee's alternative date for their birthday holiday must be made seven days prior to the day selected.

Section 3: When work is performed on any of the days designated in the above sections, such work shall be compensated for at double time; this pay shall be in addition to the Holiday Pay.

2013 Holidays		3rd Shift	1st Shift	2nd Shift
New Years Eve / New Years Day	Monday, December 31, 2012	RUN	OFF	OFF
	Tuesday, January 01, 2013	OFF	OFF	OFF
	Wednesday, January 02, 2013	OFF	RUN	RUN
Memorial Day	Monday, May 27, 2013	OFF	OFF	OFF
July 4 th	Thursday, July 04, 2013	RUN	OFF	OFF
	Friday, July 05, 2013	OFF	RUN	RUN
Labor Day	Monday, September 02, 2013	OFF	OFF	OFF
Thanksgiving (THU / FRI)	Thursday, November 28, 2013	OFF	OFF	OFF
	Friday, November 29, 2013	OFF	OFF	OFF

Christmas Eve / Christmas Day	Tuesday, December 24, 2013	RUN	OFF	OFF
	Wednesday, December 25, 2013	OFF	OFF	OFF
	Thursday, December 26, 2013	OFF	RUN	RUN

2014 Holidays		3rd Shift	1st Shift	2nd Shift
New Years Eve / New Years Day	Tuesday, December 31, 2013	RUN	OFF	OFF
	Wednesday, January 01, 2014	OFF	OFF	OFF
	Thursday, January 02, 2014	OFF	RUN	RUN
Memorial Day	Monday, May 26, 2014	OFF	OFF	OFF
July 4 th	Friday, July 04, 2014	OFF	OFF	OFF
Labor Day	Monday, September 01, 2014	OFF	OFF	OFF
Thanksgiving (THU / FRI)	Thursday, November 27, 2014	OFF	OFF	OFF
	Friday, November 28, 2014	OFF	OFF	OFF
Christmas Eve / Christmas Day	Wednesday, December 24, 2014	RUN	OFF	OFF
	Thursday, December 25, 2014	OFF	OFF	OFF
	Friday, December 26, 2014	OFF	RUN	RUN

2015 Holidays		3rd Shift	1st Shift	2nd Shift
New Years Eve / New Years Day	Wednesday, December 31, 2014	RUN	OFF	OFF
	Thursday, January 01, 2015	OFF	OFF	OFF
	Friday, January 02, 2015	OFF	RUN	RUN
Memorial Day	Monday, May 25, 2015	OFF	OFF	OFF
July 4 th	Friday, July 03, 2015	OFF	OFF	OFF
Labor Day	Monday, September 07, 2015	OFF	OFF	OFF
Thanksgiving (THU / FRI)	Thursday, November 26, 2015	OFF	OFF	OFF
	Friday, November 27, 2015	OFF	OFF	OFF
Christmas Eve / Christmas Day	Thursday, December 24, 2015	OFF	OFF	OFF
	Friday, December 25, 2015	OFF	OFF	OFF

ARTICLE XI WAGES

Section 1: The schedule of wage rates is set forth in Appendix “A” attached hereto and made a part hereof.

Section 2: Shift Differential

All employees scheduled to work the second shift will receive a premium of twenty-five (25) cents per hour for all hours worked after 2:00 P.M. Third shift employees will receive thirty (30) cents per hour for all hours worked after 10:00 P.M. Employees assigned to the 11:00 A.M. to 7:00 P.M. schedule shall receive five (5) hours of second shift premium.

Section 3: Employees temporarily transferred to a higher rated job classification for one (1) or more hours shall receive the maximum of the rate of the higher classification or their own rate whichever is higher for each hour worked.

Employees temporarily transferred to a lower rated classification for the convenience of the Company shall maintain their regular hourly rate.

ARTICLE XII LEAVE OF ABSENCE

Section 1: Local Management will grant a leave of absence without pay, not exceeding thirty (30) days to such employees as are officially elected by the Union to attend to Union business providing the Company received an official notice from the Union at least four (4) days prior to date leave is desired.

Section 2: Local Management will grant a leave of absence without pay, not to exceed one (1) year, to any employee when elected to an office of or when employed by the International Union. This shall be limited to two (2) employees at a time at any one plant and not more than one (1) in any one job classification.

Section 3: A leave of absence will be granted on account of pregnancy. Such time off will accumulate seniority and earned seniority will be retained.

Such leave shall normally commence a minimum of two (2) months before the expected delivery date. However, if an employee is physically able to work beyond the seventh month, she may do so providing she furnishes Management a doctor's certificate every two weeks thereafter. If, at any time up to the seventh month, an employee has medical complications which prevent her from performing her job as certified by a doctor, she will be granted a leave of absence. The employee shall normally be expected to return to work within two (2) months following delivery. However, should the employee be unable to return to work due to medical reasons based on a doctor's diagnosis and prognosis, the leave will be extended up to the maximum period of time. The return to work of an employee must be authorized by the employee's personal physician.

Section 4: Local Management may grant, within its discretion and judgment, leaves of absence without pay to employees for justifiable reasons. If a request for a leave of absence is denied and the employee leaves, the employee shall be considered as having quit. Requests for leave shall be made at least two (2) weeks in advance of date leave is desired, and such requests shall be answered four (4) days after receipt.

Section 5: Local Management will furnish the Chief Steward with copies of all requests for leaves of absence with denial or approval indicated within two (2) working days.

Section 6: An employee who overstays a leave of absence will be subject to termination.

ARTICLE XIII SAFETY AND HEALTH

Section 1: The Company will make provisions for the safety and health of its employees at the Plant during the hours of their employment; the Company will provide protective devices, protective apparel, and other equipment necessary to properly protect employees from injury; the Company will continue to provide proper heating, lighting, and ventilating systems where

needed. It shall be the duty of employees to use every safety device provided them, and to observe every shop safety rule established by the Company.

Section 2: For the purpose of carrying out safety rules, there shall be a Safety Committee whose representatives shall be in equal number appointed by the Management and the Union.

Section 3: Every local Union shall receive a copy of the Safety Meeting minutes.

Section 4: Employees who have been absent from work in excess of thirty (30) calendar days due to non-industrial illness or injury must secure a release from their personal physician clearing them for return to their regular employment. In the event there is any question on the part of the Company, it may have the employee examined without loss of pay to the employee, by a physician appointed by the Company at its expense, to determine the employee's fitness for regular duty.

If the Company's physician's diagnosis differs from the employee's physician's as to whether such employee is able to resume work, then those two physicians may, by mutual agreement, appoint a third physician to examine the employee. The diagnosis of such third physician shall be final and binding.

The sole purpose and sole extent of such examination will be to determine the employee's fitness to return to work from the illness or injury that caused the absence from work.

Section 5: When employees are injured on the job and are sent to the doctor, they will receive pay for time lost from work for the initial visit. Any required subsequent visits will be scheduled by the Company with the doctor of record for treatment outside of working hours. If the doctor's schedule will not permit employee visits outside of working hours, the employee will be paid for working time lost.

Section 6: In case of a disputed Workers' Compensation claim, accident and sickness payments will be made available to an employee in accordance with the provisions of such plan; provided, however, that such employee signs an agreement to fully repay the accident and sickness benefits if the claim is finally determined to be work related.

Section 7: The Company will provide an annual \$70/year with no payroll deduction for ANSI-standard steel-toe safety shoe allowance for employees required to wear safety shoes in the following classifications: Warehouse, Maintenance, and Adjuster.

Section 8: The Company will provide safety glasses for employees use while performing functions as required by OSHA standards (below). Routine operations of production equipment and general duties will no longer require the constant use of safety glasses.

OSHA's eye and face protection standard, 29 CFR 1910.133, requires the use of eye and face protection when workers are exposed to eye or face hazards such as flying objects, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially injurious light radiation.

ARTICLE XIV BULLETIN BOARDS

Section 1: Bulletin Boards shall be provided for exclusive use of Union business only.

Section 2: Such notices as pertain to organization and organizational purposes that bear the President's and Secretary's signatures shall be posted on the Bulletin Boards and a copy of all notices posted will be supplied to the Superintendent or Plant Manager.

ARTICLE XV WASTAGE AND LOSS

Section 1: The Company and the Union and its members will make every possible effort to reduce the wasting or spoiling of material and equipment and to increase the productive efficiency of the operations.

ARTICLE XVI JURY DUTY

Section 1: Employees called for Jury Duty in either the State or Federal Courts will be excused from work for such duty, after presenting to their Supervisors the summons requesting their presence for such duty.

Section 2: The Company will pay the difference, if any, between straight-time earnings (exclusive of shift differential) and jury pay for days spent on jury duty. The employee will present proof of service and the amount of jury pay received. The eligible jury duty pay period shall not exceed one hundred and twenty (120) hours in any calendar year for each employee.

Section 3: Any juror excused from appearing in court for any full day must report for work at usual starting time.

ARTICLE XVII DEFENSE TRAINING CAMPS

Section 1: Any employee who is a member of one of the organized Reserve Services, including Civilian Defense, will be excused for Training Camp Duty without loss of seniority.

Section 2: The Company will pay the difference between what the employee receives from the Government while participating in a two (2) to three (3) week tour of Training Camp Duty and also Civilian Defense which involves catastrophe or emergency duty and what they would have received when working for the Company on a straight-time forty (40) hour basis (exclusive of shift differential).

Section 3: In those instances where the tour of duty comes at the same time as the regular vacation period, employees will take their vacations at a mutually satisfactory date between June 15 and September 15.

Section 4: In the event employees are drafted or enlist in any of the Armed Forces of the United States for the purpose of Military Training as prescribed by the Selective Service Act, they shall have full re-employment rights and retain earned seniority and accumulate seniority during service period. This provision applies to the initial tour of duty only.

ARTICLE XVIII FUNERAL LEAVE

Section 1: Time off on an employee's work day within the regular work week (but not Saturday or Sunday unless the employee would have been scheduled to work one of those days,) without loss of straight time pay (exclusive of shift differential), shall be granted to an employee in the event of a death, as follows: When the deceased is the father, mother, father or mother-in-law, stepfather or stepmother, stepfather-in-law or stepmother-in-law, brother, sister, husband, wife, or child of the employee, stepchildren, grandparents, grandparents-in-law, and grandchildren, the employee shall be given the time off between the time of death and interment up to a maximum of three (3) work days and within the work week in which the death occurs in order that the employee may make arrangements for the funeral and attend the services, provided however, that if the death occurs on Thursday or Friday, the employee may be granted these days and the following Monday if attending the funeral on Monday.

A paid holiday falling within the regular work week shall be considered a work day for the purpose of this Section, and shall be counted as one of the three (3) days of time off under this provision if it falls between the date of death and the date of burial.

Section 2: It is agreed that in cases where the place of interment is located outside of a 200 mile radius from the Plant, the Funeral Leave may be taken so that one of the three (3) days, as referred to in Section 1 above, will be allowed for travel time after the date of interment.

ARTICLE XIX VACATIONS

Section 1: The vacation is granted for the expressed purpose of rest and relaxation and is not to be considered a leave of absence. Employees are not to receive vacation pay in lieu of vacation except those employees who are eligible for the fourth, fifth, and/or sixth weeks of vacation may elect vacation pay in lieu of time off for said fourth, fifth, and sixth weeks or, in other cases, where mutually agreed upon by the Union and the Company.

The vacation year shall be November 1 through October 31 of the following year. Eligible permanent employees will vest in any vacation years' entitlement if they are on the payroll on the last work day of the previous vacation year.

An employee on the payroll prior to November 1, 1982 who has a seniority date in the months of November or December and who becomes eligible for an additional week of vacation during the months of November or December in any year, shall be allowed to schedule the additional week during the months of September or October of the same calendar year.

Section 2:

- (a) The first and second week's vacation period will be between the last Friday in May and the third Friday in September. However, employees may request that all or part of their summer vacation be scheduled outside of this period.
- (b) The third, fourth, fifth, and sixth weeks' vacation will be taken outside of the summer vacation period during the vacation year.

- (c) By agreement between the Company and the Local Union, the Company may provide for vacation by shutting down a shift or a group of machines for the purpose of granting the two weeks' summer vacation.
- (d) Employees may designate one (1) week of vacation in day at a time increments.

Section 3: All full-time employees shall be entitled to vacation with pay in accordance with the following schedule if they will have completed the designated length of continuous employment during the vacation year:

<u>Length of Continuous Employment</u>	<u>Vacation Entitlement and Pay</u>
At least 1 year, but less than 3 years	One week – 40 hours' pay (can be taken a day at a time (pre-approved & scheduled))
At least 3 years, but less than 8 years	Two weeks – 80 hours' pay
At least 8 years, but less than 12 years	Three weeks – 120 hours' pay
At least 12 years or more	Four weeks – 160 hours' pay

(Below schedule not applicable to employees hired following the ratification of this agreement)

At least 20 years, but less than 25 years	Five weeks – 200 hours' pay
At least 25 years or more	Six weeks – 240 hours' pay

All vacation pay shall be at the employee's current hourly rate.

Section 4: An employee's preference for vacation dates within a department on the applicable shift will be respected within a classification according to Plant Seniority with the exception of the Adjuster classification. Plant Seniority in the Adjuster classification will apply on a group of machines.

Section 5: The employees will be paid prior to taking their vacation. All earned vacation pay will be mailed to the employees not actively working at their vacation period.

Section 6: Employees who have qualified for vacation under Section 3 above shall be paid their vacation pay entitlement if they resign, retire, or are discharged from the employ of the Company prior to their vacation period.

Section 7: The employees will be notified by November 1 of each year the schedule of their individual vacation periods. Said notification shall be posted on the Department Bulletin Boards.

- (b) If circumstances create a problem requiring a change in the employee's scheduled vacation period, such change must be by mutual agreement between the Company and the employee.

Section 8: Time out due to vacation, holidays, industrial accidents, and approved leaves of absence (30 day maximum on leaves of absence) shall be counted as hours worked for the purpose of calculating vacation benefits.

Section 9: Any employee laid off in excess of sixty (60) continuous working days in the 12 months prior to the employee's scheduled vacation period, if the employee has been continuously employed, except for layoff, shall receive vacation pay on the last Friday before the employee's vacation as follows, provided that the resultant vacation pay calculated on a percentage basis does not exceed normal vacation pay.

Employees who have not had more than sixty (60) continuous days layoff since their last relative vacation period, will receive normal vacation pay.

- (a) If an employee has previously qualified for one week's vacation – 2% of wages earned during previous twelve months.
- (b) If an employee has previously qualified for the two week's vacation – 4% of the wages earned during the previous twelve months.
- (c) If an employee has previously qualified for the third week vacation, an additional 2% of wages earned during the previous twelve months.
- (d) If an employee has previously qualified for the fourth week vacation, an additional 2% of wages earned during the previous twelve months.
- (e) If an employee has previously qualified for the fifth week vacation, an additional 2% of wages earned during the previous twelve months.
- (f) If an employee has previously qualified for the sixth week vacation, an additional 2% of wages earned during the previous twelve months.

If the total Layoff time is sixty (60) continuous working days or less, an employee shall receive regular vacation pay.

Section 10: Part Time or Part Time Shift Employees Working Less Than 40 Hours per Week and Eligible for Vacation

- (a) If employee works a definite number of hours per week, vacation pay for that number of hours will be given.
- (B) If the hours worked per week vary, then vacation pay will be given for the average number of hours worked per week.

Section 11: Vacation Pay for Military Personnel

Employees who enter military service and who have previously qualified for vacation benefits shall be paid their vacation pay entitlement prior to entering military service. Such pay shall

normally be received in the last paycheck that the employee receives for work performed at the company.

**ARTICLE XX
GROUP INSURANCE PLAN**

In lieu of self-insuring medical and prescription drug coverage, the Company shall participate in the Steelworkers Health and Welfare Fund (Fund) for active employees and execute the necessary Participation Agreement. The Plan will become effective January 1, 2013 and remain in effect through December 31, 2015, except as provided below.

The monthly rates effective January 1, 2013 through December 31, 2013 are listed below:

PLAN NAME	EE TIER	EE+1TIER	FAMILY TIER
Medical PPO 80/60 (Plan C)	\$319.24	\$761.97	\$1014.96
Drug \$15/\$35/\$50 Retail	<u>\$77.07</u>	<u>\$184.97</u>	<u>\$246.62</u>
\$30/\$70/\$100 Mail Order	\$396.31	\$946.94	\$1261.58
RATE			TOTAL

From January 1, 2013 through December 31, 2013 employees participating in the Fund shall be responsible for 25% of the total rate above according to tier selected which contribution shall be collected through employee payroll deduction. The Company shall be responsible for 75% of the total rate.

The employee 25% monthly rate for 2013 will be as follows:

EE TIER	EE+1 TIER	FAMILY TIER
\$99.07	\$236.74	\$315.40

For 2014 and 2015 rate increases up to 7% will be shared 60% by the Company and 40% by employees.

At the 2014 or 2015 rate renewals, the USW benefits oversight committee (BOC)* may, at its option, adjust the plan design to avoid or lessen premium increases. Should the plan renewal rate increase exceed 7% in either year, the BOC will work to adjust the plan design to reduce the excess rate increases or employee will pay increase over 7%. In the event this cannot be accomplished and upon Company agreement, employees will be migrated into the Company medical plans in effect for non-union employees at same contribution level as non-union employees. This option would be a 100% total replacement of the USW medical plan for all participating USW locations participating in the Fund. Agreement by both parties must be reached no later than August 1st to participate in Company plans for January 1st of the following calendar year. Subject to the Company's cap noted above, if any, any increase in the renewal rate by the Fund shall be capped in 2014 at 11% and in 2015 at 11% for the Medical and Prescription Drug combined.

Employees who use tobacco products will be subject to a \$50 monthly surcharge, which will be administered by the Company. The surcharge will be removed upon completion of a telephonic smoking cessation program. An employee who quits and remains tobacco free for six (6) months is eligible to receive a refund of tobacco surcharge paid during the calendar year in which the six (6) month period has been attained. Employees must confirm their use or non-use of tobacco products annually. The \$50 month surcharge will be reinstated if the employee continues to use tobacco products on an annual basis.

As the medical and prescription drug plan sponsor, all requirements to date of the Patient Protection and Affordable Care Act (PPACA) will be borne by the Fund. Federal guidance has not been issued under the PPACA as to whether employer participation in a multi-employer plan meets the employer mandate provisions under the PPACA that goes into effect in 2014. If written federal guidance is not issued on this point by August 1, 2013, employees shall be migrated to the Cenveo plans for non-union employees and the non-union contribution for the 2014 year and for the balance of the applicable CBA. Should guidance be issued after August 1, 2013 that establishes multi-employer plans as meeting the employer mandate provisions, the USW reserves the right to request the Fund for the covered locations Jersey City, Williamsburg, Atlanta and Indianapolis to potentially migrate these employees into the Fund upon contractual expiration and upon mutual agreement of the USW and the Company. The research fee, insurer tax and any excise tax under the PPACA, will be incorporated into the rates as they become effective and shall be subject to the cap described above. If the PPACA is eliminated, these provisions regarding the PPACA will not apply. The Fund will provide the Summary of Benefits and Coverage (SBC) and the Company will distribute same to newly hired employees. There is no withdrawal liability under the Fund; however, the Company must pay all premiums due in full upon termination.

Probationary employees must have completed their benefits eligibility period, as defined by local CBA before becoming eligible to participate in the USW plan.

As of January 1, 2013, the FSA option will no longer be offered to Indianapolis USW members.

The Current Dental and Vision plan will be offered to USW participants with cost sharing defined by local CBA.

*The benefits oversight committee will consist of two (2) union representatives from each plant participating in the USW Health and Welfare fund.

When an employee is out on an approved medical leave of absence, benefits will terminate as defined by the local CBA and COBRA will be offered to the employee and enrolled dependents following approved medical leave as defined by the local CBA.

Beginning January 1, 2014, newly hired employees will be covered after having been employed sixty (60) continuous calendar days.

DENTAL INSURANCE PLAN

Employees will make contributions to the cost of this coverage as set forth below during the first year of the labor agreement. Future premium cost increases to the Dental Plan during this labor agreement will be shared on a 75% company and 25% employee basis.

2013 Dental Monthly Rates

Coverage	Total\$ Premium	Company Cost	Employee Contribution
Single	\$31.57	\$23.68	\$7.89
Employee + 1	\$66.28	\$49.71	\$16.57
Family	\$94.68	\$71.01	\$23.67

VISION COVERAGE

Indianapolis USW bargaining unit employees will be eligible to participate in the standard EN-VELOPE PRODUCTS GROUP, LLC Vision Plan as may be offered by the Company each year to other Company participants in accordance with the rates and terms of such plan.

EMPLOYEE GROUP INSURANCE BENEFITS

Life Insurance – Employee Only

LIFE INSURANCE & AD&D

	<u>Life</u>	<u>AD&D</u>
Effective 10/01/2011	\$32,000	\$32,000

Accident and Health – Employee Only

Weekly Indemnity Benefit

(Maximum 26 weeks)

50% of an employee’s straight-time earnings based on a forty (40) hour week. No maximum.

**ARTICLE XXI
PENSION PLAN**

Section 1: The Pension Plan will be amended as of October 1, 2009 and will apply to continuous credited service of an employee from date of hire. On October 1, 2009, pension benefits will be \$33.50 per month for each year of credited service from date of hire for employees retiring on or after that date. On October 1, 2010, the benefits will be \$34.50 per month for credited service applicable to employees retiring on or after that date. On October 1, 2011, the benefits will be \$35.50 per month for credited service applicable to employees retiring on or after that date. (See Appendix “C” for changes regarding the pension plan and the 401k plan.)

Section 2: The Company will furnish any terminated employee, if qualified, with a certification of vested interest.

Section 3: Paragraph 19 of the Pension Plan notwithstanding, the Company agrees that the Union can, if necessary, resort to the Grievance Procedure on questions of fact or interpretation regarding the administration of the Plan.

**ARTICLE XXII
PLANT SHUTDOWN**

Section 1: Complete Plant Abandonment

(A) If any complete Plant abandonment is contemplated, the Company will make an announcement to the employees and the Union at the Plant to be abandoned sixty (60) days prior to the estimated date the shutdown will take effect.

(B) The Company will determine the number of vacancies which will be offered in the various job classifications at the other plants to the employees in the same job classifications in the abandoned plant.

(C) The Union Locals involved agree to waive Job Posting on the jobs that are listed by the Company as openings to be offered to the employees at the abandoned Plant. This waiver on Job Posting will become void after all employees in the various classifications at the abandoned plant have either accepted or declined these offered jobs.

(D) In such cases of complete plant abandonment, the Company will meet with the Union at the plant to be abandoned thirty (30) days prior to the estimated shutdown date and make known the vacancies in the job classifications that are available at other plants.

(E) The most senior employees within the job classifications involved at the abandoned plant shall be given the option, in order of their Plant Seniority, of accepting this transfer or receive the plant closing pay.

An employee accepting a vacancy at another plant due to plant closing may, within forty-five (45) days of transfer decide to take plant closing pay instead of continuing at the new plant provided the Company has not reimbursed the employee for family traveling and/or moving expenses incurred at the time of transfer.

(F) If an employee accepts an opening at another plant as offered in (E) above, located more than thirty (30) miles from the abandoned plant, the Company will pay the necessary costs of moving plus transportation for the employee and the employee's family, provided chattels and family are moved within six (6) months from the date of transfer. It is further understood that the employee may apply for a reasonable extension if circumstances warrant.

(G) Any employee thus taking a job at another plant shall retain Company seniority for the purposes of vacation and pension credits, but the employee's plant seniority shall be as of the date entering new plant.

(H) All employees who are separated because no other jobs at other plants are available to them will receive plant closing pay as follows:

1. Any active employee with five (5) years of credited service and whose termination of employment results from the complete shutdown of the plant will have the vested rights to their equity in the Pension Plan.
2. An allowance of one (1) week's pay for all employees with five (5) uninterrupted years of service with the Company, plus three (3) additional days for each uninterrupted year of service with the Company over five (5) years.
3. Employees who are on the payroll until separated by the plant closing will be entitled to pro-rata vacation pay for the next succeeding vacation period.

**ARTICLE XXIII
MISCELLANEOUS PROVISIONS**

Section 1: This Agreement may be amended at any time only by mutual agreement of the parties hereto.

Section 2: Employees covered by this Agreement are responsible for having their correct address and land line or cell phone numbers recorded with the Company and any changes as they may occur. Copy of such change shall be furnished to the Union by the Company.

Section 3: The Company agrees to furnish to the Union at four (4) month intervals a list showing the current seniority standing, job title, and wage rate of each employee who is within the rate range. Wage rates over the scale will be indicated as "red circle".

Section 4: Labor-Management meetings between the Union Committee and the Superintendent and/or Plant Manager will be held once each month at a date and time mutually agreeable to both parties.

Section 5: Notice of group leader appointments will be posted in respective departments and a copy sent to the Chief Steward.

Section 6: Group Leaders will be appointed from the shift where they are to serve unless there is no employee qualified or willing to accept the appointment. In that event, an employee can be appointed from another shift. An employee appointed to act as Group Leader will be laid off or bumped in accordance with Article IV, Section 3(D) of the Labor Agreement before a more senior employee is displaced from the shift(s) involved.

Section 7: The local Unions agree to furnish the Plant with a current list of officers and stewards and up-date the list as changes occur.

Section 8: Job Posting – Prior to implementing the mechanical aptitude testing procedure, the company will explain the test scoring procedures to be used with the S.T.M. mechanical aptitude test to a local union representative. The job posting applicant at his/her option may elect to have a union representative present when their test results are given to them by the company.

Section 9: An Employee's Social Security number will only be used when and where required by applicable law. The employee's company identification number will be used for all other identification requirements.

Section 10: Cross Training – It is recognized by both local plant management and the union that it is in everyone's best interest to have Packers and Adjusters qualified to safely operate as many different groups of machines as possible and practical. This provides needed flexibility by increasing the group of people who can operate our folding machines.

Management is committed by the changing nature of our business to increase this flexibility through appropriate cross training. It is our intent to cross train all of our folding equipment personnel on more than one type or group of machines. During the term of this contract, each Packer and Adjuster (not previously qualified on another type or group of machines) will receive the training to be able to run and be available for overtime on other than his/her regularly assigned machine.

In addition, employees (not previously qualified in other jobs within their job level) in other than the Adjuster and Packer classification will receive training in other jobs in their job level (i.e. Material Handlers, shipping and receiving, baling personnel, etc. will be cross trained.)

It is recognized that this will require the cooperation of all personnel, including the hourly employees, supervisors, and management.

New employees will start cross training after their first year.

ARTICLE XXIV DURATION

Section 1: This Agreement shall become effective April 7, 2013 and shall remain in full force and effect until April 7, 2015.

Section 2: Either party may open negotiations to renew, amend, change, or terminate this Agreement by giving written notice to the other party sixty (60) days prior to termination date of this Agreement.

If neither party gives such notice sixty (60) days prior to the expiration date hereof, this Agreement shall continue in full force from year to year thereafter. If notice is given, negotiations shall begin prior to thirty (30) days before the expiration date.

Section 3: If the parties have not reached agreement on or before the termination date, all the provisions of the Agreement shall remain in effect unless specifically terminated in accordance with the provisions below:

(a) Any time after the termination date, if no agreement on the questions at issue has been reached, either party may give written notice to the other party of intent to terminate the Agreement in not less than ten (10) days. All the provisions of the Agreement shall remain in full force and effect until the specified time has elapsed. During this time, attempts to reach an agreement shall be continued.

(b) If the parties have failed to resolve their differences before the specified time has elapsed, all obligations under the Agreement are automatically cancelled.

Executed by the Parties hereto:
USW LOCAL 1999-32

Leo Gerard, International President

Stanley W. Johnson, Int'l Secretary.-Treasurer

Tom Conway, Int'l Vice President

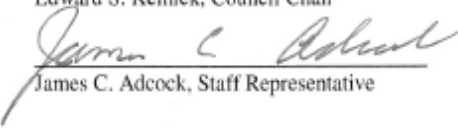
Fred Redmond, Int'l Vice President

Jim Robinson, District 7 Director

Wayne A. Dale, Sub District 3 Director

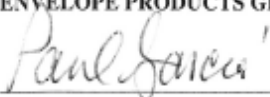


Edward S. Kemick, Council Chair

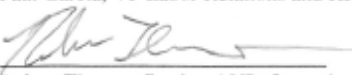


James C. Adcock, Staff Representative

ENVELOPE PRODUCTS GROUP, LLC

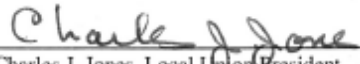


Paul Garcia, VP Labor Relations and HR

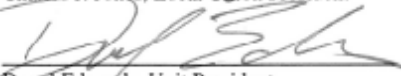


Robert Thomas, Regional VP, Operations

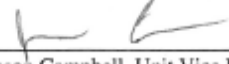
LOCAL UNION 1999 NEGOTIATING COMMITTEE




Charles J. Jones, Local Union President



Donal Edwards, Unit President



Jason Campbell, Unit Vice President



Lori Groves, Committee

MEMORANDUM OF AGREEMENT

The Cenveo Drug and Alcohol policy is subject to the following exceptions for entire term of this agreement: A first time on the job drug or alcohol positive test result that does not include an injury or property damage and is under the States of Indiana Department of Motor Vehicles legal limit will not result in termination of employment. A Last Chance Agreement including a mandatory thirty (30) day suspension, mandatory Employee Assistance Program participation with random testing requirements, will be necessary in order to avoid termination of employment. A second offense will result in immediate termination not subject to the grievance procedure

MEMORANDUM OF UNDERSTANDING

RE: ENTRANCE QUALIFICATIONS

The parties agree that on the following posted jobs entrance qualifications will be added to the posting notice as listed below.

MAINTENANCE MECHANIC

Install, maintain, operate, and repair a variety of machine tools, such as lathes, drills, millers, grinders, etc. Lay out to perform machining operations on replacement parts. Diagnose and remedy trouble, determine necessary repairs, tear down, and assemble machines and mechanisms. Read, interpret, and work from blueprints.

MAINTENANCE WORKER - ELECTRICIAN

Lay out, install and maintain a variety of electrical wiring, conduit, fixtures, and equipment, such as motors, wiring circuits, photo-electric cells, starters, elevators, etc. Wire fairly complicated circuits. Diagnose and remedy trouble to avoid shutdowns. Read, interpret, and work from blueprints or sketches.

MEMORANDUM OF AGREEMENT

When an employee is assigned to the work of setting up and printing labels, such employee will be paid a rate equal to the top of new Job Level 3 or the employee's own rate, whichever is higher.

MEMORANDUM OF AGREEMENT

RE: Benefits applicable to employees who continue active employment after attainment of age 65

Envelope Products Group, LLC for its Indianapolis Plant, and the USW International Union, AFL-CIO/CLC, for its affiliated USW Local 1999 agree as follows:

An employee's Normal Retirement Date will continue to be the first day of the month following attainment of age 65. Employees may continue to work beyond their normal retirement. The following benefit coverage will be applicable after age 65:

A. Pensions

1. You may continue to work beyond your normal retirement date. If you do work past age 65 and retire after April 1, 1987, your pension will be calculated as of your actual retirement date. You will continue to accrue allowed service for work past age 65.
2. If, in any month after age 65, you do not receive pay for at least 40 hours or you do not work at least 9 days, you will receive a special pension benefit for that month. This special pension benefit will be the standard Single Life Annuity monthly benefit even if you eventually receive a different form of monthly pension upon retirement.

B. Basic Life Insurance and AD&D

After age 65 coverage for active employees for Basic Life Insurance and AD&D continues. However, the level of coverage at age 65 will be reduced by 8% per year thereafter, adjusted to the next highest even \$100 multiple, until actual retirement. At actual retirement, at or after age 65, coverage will be reduced to the \$1,500 Life Insurance coverage presently provided for retired employees.

C. Hospital/Surgical/Major Medical Insurance

Medicare becomes available at the beginning of the month in which you or your covered dependent reaches age 65, whether you are retired or you are still working. Medicare also becomes available after you or your covered dependent have been receiving Social Security disability benefits for two years, or have chronic kidney disease. For more information on your Medicare benefits, contact your local Social Security office.

If you are age 65 or over and still working, Medicare pays only for charges not covered by the Westvaco plan. While you remain an active employee, you and your spouse must decide between two coverage options:

You may continue coverage under the company plan. If you do, the Westvaco plan pays first (primary) and Medicare pays any remaining expenses (secondary) which are eligible for reimbursement.

You may waive company coverage entirely and just have Medicare.

You or your dependent must elect the coverage you want in writing. See your local Benefits Representative for more details about the coverages and how to make your election.

D. Accident and Health Insurance

This benefit coverage will continue for employees who remain actively employed after age 65, until actual date of retirement. The coverage will be the same as for other active employees.

E. Other Benefits

Employees who work following attainment of age 65 will continue to be eligible for vacations, holidays, jury duty, and funeral leave benefits.

MEMORANDUM OF AGREEMENT

RE: Employee Job Disqualification

When an employee, through no fault of his own, is not meeting job requirements, and, as a result is disqualified, such employee shall exercise his bumping rights in accordance with Article IV, Section 3(D) Extended Layoff Procedure. Employees will be informed of the job performance requirements for their jobs.

It is understood that disciplinary action may be appropriate rather than layoff when an employee's deficient job performance is the product of carelessness or neglect of duty.

MEMORANDUM OF AGREEMENT
UNION SECURITY

In the event the applicable State Laws are amended to permit the enforcement of the Union Security language as defined below, then the language provided for in this Memorandum of Agreement shall supersede the language of Article II of the Agreement. The provisions of this Memorandum shall be implemented to the extent permitted by the applicable State Law.

Section 1: Consistent with the provisions of the Labor Management Relations Act of 1947, as amended, and subject to the qualifications set forth in this Article.

- (a) All present employees covered by this Agreement shall, as a condition of employment, maintain their membership in the Union.
- (b) All new employees covered by this Agreement, hired after execution of this Agreement, shall, as a condition of employment, become and remain members of the Union upon sixty (60) calendar days' employment. A thirty (30) calendar day extension for an employee hired into Job Levels ending in 6, 7, or 8 may be granted by the local Union, if requested by the Company.
- (c) It is understood that non-payment of dues shall be the only reason for the Union to request dismissal of any employee under this Article, unless changes in the present laws are liberalized. Then such laws shall apply.

EXHIBIT A
Rate Range Schedule

WAGES RATE RANGE SCHEDULE

Level	Effective April 8, 2013	
	Min.	Max.
2	\$ 10.65	\$ 14.37
3	\$ 13.66	\$ 14.91
4	\$ 13.66	\$ 15.58
5	\$ 15.25	\$ 16.51
6	\$ 15.69	\$ 17.05
7	\$ 16.42	\$ 18.26
8	\$ 16.94	\$ 19.21

EXHIBIT B
Job Level 2 Rate Progression Schedule

EXHIBIT B

Job Level 2 Rate Progression Schedule

Hire Rate	\$	10.65
After 6 months	\$	12.53
After 12 months	\$	14.37

Job Level 4 Rate Progression Schedule

Hire Rate	\$	13.66
After 6 months	\$	14.04
After 12 months	\$	14.42
After 18 months	\$	14.80
After 24 months	\$	15.18
After 30 months	\$	15.58

Job Level 5 Rate Progression Schedule

Hire Rate	\$	15.25
After 6 months	\$	15.50
After 12 months	\$	15.75
After 18 months	\$	16.00
After 24 months	\$	16.25
After 30 months	\$	16.51

Job Level 6 Rate Progression Schedule

Hire Rate	\$	15.69
After 6 months	\$	15.96
After 12 months	\$	16.23
After 18 months	\$	16.50
After 24 months	\$	16.77
After 30 months	\$	17.05

Job Level 7 Rate Progression Schedule

Hire Rate	\$	16.42
After 6 months	\$	16.79
After 12 months	\$	17.16
After 18 months	\$	17.53
After 24 months	\$	17.90
After 30 months	\$	18.26

Job Level 8 Rate Progression Schedule

Hire Rate	\$	16.94
After 6 months	\$	17.39
After 12 months	\$	17.84
After 18 months	\$	18.29
After 24 months	\$	18.74
After 30 months	\$	19.21

APPENDIX A

<u>Job Level</u>	<u>Job Classification</u>
2	Packer/Inspector
4	Baler - Class B Machine Adjuster Inspector - Class C Maintenance Mechanic - Class C Warehouse Person - Class B Materials Handler - Class B Rubber Plate and Mounter Proofer Operator – Class B
5	Baler - Class A Warehouse Person - Class A Materials Handler - Class A
6	Machine Adjuster Inspector - Class B Maintenance Mechanic - Class B
7	Rubber Plant and Mounter Proofer Operator – Class A
8	Machine Adjuster Inspector - Class A Maintenance Mechanic - Class A

GROUP LEADERS

Employees appointed to act as Group Leaders will receive a premium of 5% per hour over their own base rate at all times. "Group Leader" is not subject to Job Posting.

LICENSED ELECTRICIAN

Maintenance Worker Class A - Licensed Electrician, where required by law, will be eligible to receive a premium of \$1.00 per hour over the top of the Class A rate.

AUTOMATIC PROGRESSION

For all new employees hired into a job classification ending in Job Level two (2), they shall progress automatically at six (6) month intervals as outlined in Exhibit B to the top of the rate.

For all employees in a job classification ending in a job level higher than job level two (2), there will be an automatic progression at six (6) month intervals to the top of the employee's appropriate job level for all employees in Class B and Class C of a classification as outlined in Exhibit B.

Class A progression will be automatic at six (6) month intervals up to thirty (30) months as outlined in Exhibit B. At this level only, progression increases may be delayed if the employee is in progressive discipline. The next opportunity for a progression increase will not be delayed as long as the level of progressive discipline has not been elevated. All employees (job level 3 and above) at the final stage of progressive discipline will not be eligible for a progression increase until the level of discipline drops back one level (not to exceed six (6) months delay).

All automatic increases become effective the Monday nearest the employee's eligibility date.

APPENDIX B

7-DAY
MEMORANDUM OF AGREEMENT
ENVELOPE PRODUCTS GROUP, LLC
AND
USW INTERNATIONAL UNION
LOCAL 1999
AFL-CIO/CLC

A. Wages

All employees working on Continuous Operations will be paid a differential of \$.50 per hour. It is understood that this payment is exclusive of any applicable shift differential. These employees are hereinafter referred to as Continuous Operations Employees.

B. Pension - Early Retirement

The applicable provisions of the current pension plan will be modified to provide that employees with twenty years of service may retire at age 65 without actuarial reduction.

C. Holiday Pay, Jury Duty, Funeral Leave, Defense Training

Contract provisions covering holiday pay, jury duty, defense training and funeral leave will be amended to compensate employees working on 7-Day Operations with 12 hours pay.

D. Shift Differential

7-Day Operation employees who work the night shift shall receive a shift differential of \$.35 per hour.

E. Work Schedule

A and B Shift: 7:00 AM to 7:00 PM

C and D Shift: 7:00 PM to 7:00 AM

	Sun	Mon	Tu	We	Th	Fr	Sa	
Week 1	A	B	B	A	A	B	B	A & C 36 Hours B & D 48 Hours
	C	D	D	C	C	D	D	
Week 2	B	A	A	B	B	A	A	A & C 48 Hours B & D 36 Hours
	D	C	C	D	D	C	C	
Week 3	A	B	B	A	A	B	B	A & C 36 Hours B & D 48 Hours
	C	D	D	C	C	D	D	
Week 4	B	A	A	B	B	A	A	A & C 48 Hours B & D 36 Hours
	D	C	C	D	D	C	C	

Twelve month copies of the schedule will be provided to all employees.

The company will review other 7-Day work schedules, (including eight hour schedules) presented by the union; however, a change of the above 7-Day work schedule will only be made if mutually agreed upon by the company and the union.

F. Hours of Work

- Article VI shall be modified to provide that the work week, for payroll purposes, for 7-Day Operations shall start at 7:00 a.m. Monday and end at 7:00 a.m. the following Monday.
- At the Indianapolis Plant effective when 7-Day Operations commence, the work week for 5-Day Operations shall commence with a Sunday night start-up at 11:00 p.m.

G. Overtime Assignment

Overtime assignment of Continuous Operations Employees on 7-Day Operations shall be administered on a voluntary basis in accordance with local overtime policy. Separate 5-Day and 7-Day overtime charts shall be maintained and administered.

H. Overtime Pay

Employees working on the twelve hour schedule shall receive time and one-half their straight-time hourly rate as follows:

- For all hours worked over 40 in a work week
- For all hours worked on their regularly scheduled days off, as long as they have worked all of their regularly scheduled shifts (includes approved absences).
- For all hours worked in excess of 12 in any twenty-four (24) consecutive hour period

I. Equipment

- The company reserves the sole right to determine what equipment, if any, shall be placed on continuous operations and when it shall be placed in such schedules.

J. All employees hired on or after ratification of this agreement shall be designated as Continuous Operations Employees regardless of whether they are assigned a 7-Day Operation schedule or any other schedule such as the 5-Day schedule. Assignment of such employees shall be in accordance with the applicable provisions of the contract and this Memorandum of Agreement; provided, however, the company shall not be restricted, in any way, in assigning these employees to 7-Day machines.

K. Employees who, during the start-up of 7-Day Operations elect to work on the 7-Day Operation work schedule may return to their 5-Day schedule within 30 working days without penalty. Current employees will not be required to work the 7-Day Operation schedule.

L. Vacation pay will be 42 hours of pay at the employee's straight-time rate for employees working the 7-Day Operation schedule.

M. Reporting Time and Call-in Time pay shall be 6 hours for employees working the 7-Day Operation 12 hour schedule.

N. Payday for employees of the plants shall be Thursday.

O. As a result of the start-up of the 7-Day Operation schedule, current employees (employees hired on or before ratification of this agreement) who elected not to work the 7-Day Operation schedule shall not be displaced from their respective shift. These employees will have their rate of pay protected as long as they remain in their current classification.

P. 7-Day Operation positions will be staffed as follows:

1. All openings on the 7-Day Operation work schedule will be posted in accordance with the Labor Agreement.

2. Jobs will be initially awarded by seniority in accordance with current bid procedures. (During the initial phase-in period, the 6 month bid limitation shall not apply.)
3. If there are no bidders, the company will hire new employees.
4. Regardless of shift, employees may bid onto or off of 7-Day Operation jobs in accordance with the Labor Agreement.

- Q. Employees who are required to attend military reserve duty on weekends may do so without pay.
- R. If any term or provision of this Agreement on 7-Day Operations is determined to conflict with the applicable Labor Agreement, the provisions of the Labor Agreement shall supersede.

APPENDIX C

Pension Agreement

Applicable to the following eligible facilities: Williamsburg, Atlanta and Indianapolis

Lock and freeze defined benefit plan as of January 1, 2013. Benefit is frozen for both service and accrual purposes. The Company agrees to match employee Company 401k contributions as follows: 50% up to 6% of an employee's straight time hourly earnings only (not applicable to any Overtime, Double-time, bonus, incentive pay, shift differential, PTO, disability or other similar situations). Active 401k enrollment required for match. The match will occur as soon as administratively possible following each pay period. Employees are responsible for enrolling in the plan. No auto enrollment or auto contribution increase.

Employee match 100% vested upon reaching five (5) years of continuous service. All current employees with five (5) or more years of service including MeadWestVaco service will be fully vested.

The Company will also provide a 2% annual automatic contribution for active employees as of December 31 calendar year based on an employee's straight time base hourly earnings paid in the previous calendar year (not applicable to any Overtime, Double-time, bonus, incentive pay, shift differential, PTO, disability or other similar situations) within forty-five (45) days following January 1st of each year. 401k enrollment is not required in order to be eligible for the automatic company contribution. Active employee includes employees on an approved and unexpired FMLA leave and shall be eligible for the aforementioned Company contribution. Employees on lay-off or terminated during the calendar year are ineligible.

Match and annual contribution described above will be invested by the Company in the Company's default investment option if no investment is elected by the employee.

Only the vested portion of the match and annual contribution are eligible for loans to the employee.

Notwithstanding anything contained herein to the contrary, eligibility for 401(k) contributions are based upon employee contributions calculated off the employee's base regular hourly rate earned for worked hours and shall not be applicable to any employee overtime, double-time, bonus, incentive pay, shift differential, PTO, disability or other similar payments.