

COLLECTIVE BARGAINING AGREEMENT

Between

Home Products International-North America, Inc. and Plastic
Workers' Union Local #18, AFL-CIO

January 26, 2019 to January 25, 2022

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AGREEMENT

THIS AGREEMENT, made as of and entered into this 26th day of January, 2019 by and between HOME PRODUCTS INTERNATIONAL-NORTH AMERICA, INC., its successors or assigns, Party of the First Part (hereinafter referred to as the "Company"), and the PLASTIC WORKERS' UNION LOCAL NO. 18, AFL-CIO, Party of the Second Part (hereinafter referred to as the "Union"), for itself and on behalf of the Union member employees now employed and hereinafter employed by the Company, and collectively referred to herein as the Union.

ARTICLE I - BARGAINING UNIT

This Agreement is limited to all Union member production and janitorial employees of Company, excluding office and clerical employees, professional, maintenance, mechanic, technical and managerial employees, supervisors, outside truck drivers, watchmen and guards as defined in the National Labor Relations Act, and employees belonging to other Unions that have collective bargaining contracts with this Company.

ARTICLE II - RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all covered employees described in Article I hereinabove.

ARTICLE III - UNION SHOP

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on or after the 90th day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date, shall on or after the 90th day following the beginning of such employment, become and remain members in good standing in the Union.

ARTICLE IV - CHECK-OFF

The Company agrees to deduct membership dues, initiation fees and any other obligations an employee may have with the Union from the pay checks of all covered employees on a monthly basis, the first pay period of each month, provided that the Company has received from each employee, on whose account such deductions are made, an authorization check-off form, as required by law, and it will transmit the total amount of such deductions to the Union Office on or before the tenth (10th) day of each month, accompanied by forms provided by the Union. Whenever an employee quits, is discharged, laid off, or his employment is otherwise terminated, any of the foregoing amounts will be deducted from the last pay to be made. A new check-off form is required for any change in status of employee, such as name change, social security number change or change of beneficiary for life insurance.

ARTICLE V - HOURS OF WORK

Section 1: Overtime Work

This article is intended only to be construed as a basis for overtime and shall not be construed as a guarantee of hours of work per day or per week. Overtime shall not be paid more than once for the same hours worked.

Section 2: Overtime Pay

An employee shall be paid one and one-half ($1\frac{1}{2}$) times his regular hourly rate of pay for all hours worked by him in excess of eight (8) hours [for all employees on 8-hours shifts] in any workday or forty (40) hours in his workweek.

Section 3: Sunday Work

If the Company schedules Sunday work, any employee working on Sunday shall be entitled to receive as his pay therefore two times his regular hourly rate. The forty (40) hour condition precedent to overtime as described in Section 2 shall not apply to Sunday work.

Section 4: Distribution of Overtime Work

The Company will as a general rule, try to distribute overtime equally among the employees in a department. Requests will be in order of seniority, wherever practical. Any employee refusing overtime will not be eligible again until all other employees have been asked.

Section 5: Reporting Pay

An employee who is scheduled or notified to report to work and who does report for work shall be provided with and assigned to at least a minimum of four (4) hours of work. If production is canceled or work is not otherwise available, the employee who reports to work shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof unless the employee has been advised by the Company not to report to work at least two (2) hours prior to the scheduled shift. In the event such work is not available, the employee shall be released from duty and credited with a reporting allowance of four (4) times his regular hourly rate of pay. The foregoing Section does not apply if employees are released because of circumstances beyond the control of the Company or because of acts of God. An employee who is scheduled to report for work and who does report for work without notice not to do so shall be guaranteed at least four (4) hours work or four (4) hours pay at his regular hourly rate of pay in lieu thereof. The Company shall not be liable under this provision in the event of an act of God, such as fire, flood, power failure, snowstorm, or in the event of other emergency situations, which are beyond the control of the Company, such as machinery breakdown. However, if the Company instructs employees to remain pending possible resumption of operations, the employee shall receive his regular rate for the period of time that he was required to stay. Employees shall advise the Company of a working telephone number where they can be contacted. The Company will be considered to have notified an employee if it calls that number, regardless of whether it speaks to the employee, or leaves a message, at least two (2) hours prior to the employee's shift. It is the responsibility of the employee to provide the Company with a working number and check for messages.

Section 6: Rest Periods and Wash Up

Each employee shall be given a fifteen (15) minute rest period twice each shift, one such rest period shall be in the first half shift, and the other rest period shall be in the second half shift, but the specific time of such rest periods shall be fixed by the Company. In addition, each employee shall be allowed a five (5) minute personal wash-up period at the end of his work day, but no wash-up period shall be allowed preceding lunch or rest periods. The rest or wash-up periods allowed by this Section shall not be deducted in computing the time worked by an employee.

ARTICLE VI - PAID HOLIDAYS

Section 1: Holidays Designated

Each employee with ninety (90) days or more of service with the Company shall be granted the following holidays and shall receive eight (8) hours' pay at the current hourly rate on the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, the day before Christmas, the day before New Year's Day, and a Birthday Holiday. In order to be paid for the Birthday Holiday, an employee shall notify the Company in writing at least one week in advance that his holiday is due.

Section 2: Holiday Work Pay

All hours worked on an Article VI, Section 1 holiday, shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the regular rate of pay in addition to the Holiday Pay provided for above. Except that an employee who, by agreement with the Company, works on the holiday designated as his Birthday shall receive eight (8) hours of straight time pay for such work in addition to the regular pay earned for working that day.

Section 3: Eligibility

To receive pay for a holiday upon which he does not work, an employee must work at least seven and one-half ($7\frac{1}{2}$) hours on the work day preceding and following the holiday if he is scheduled to do so. An employee on authorized vacation shall nevertheless be entitled to holiday pay and at the discretion of the Company, an additional day's vacation if it falls during a properly scheduled vacation period. Employees shall not lose their holiday if they have written permission from the Company to be absent on the day preceding or following the holiday. In determining overtime the holiday shall be counted as a day worked, except when such holiday falls on Saturday. Paid holiday hours will be counted as hours worked for the purpose of computing overtime for only those employees when the holiday falls on one of their scheduled workdays.

ARTICLE VII – VACATIONS

Section 1: Eligibility

The Company agrees that in order to be eligible, employees must have worked not less than 1200 hours exclusive of overtime and/or leaves of absence during the previous year of employment, during the twelve (12) month period immediately preceding his anniversary date. All employees are entitled to the following vacation schedule:

Length of Service	Length of Vacation
1 year	1 Week
2 Years	2 Weeks
7 Years	3 Weeks
12 Years	4 Weeks

Section 2: Vacation Pay

Each week of vacation pay will be equal to the employee's established hourly rate multiplied by the forty (40) hours in the established work week. The vacation pay shall be payable on the last pay day prior to the employee taking his vacation period.

Section 3: Vacation Shut Down

At the discretion of the Company, the plant may be closed for vacation or vacation periods may be staggered among employees. If the plant is closed down, employees will be given at least sixty (60) days notice to arrange for individual vacations at the time desired by individual employees as determined by the needs of the operation and seniority. The Company has the right to assign vacations in order to insure an orderly and efficient operation, but will endeavor to arrange vacation schedules, which are mutually agreeable to the Company and the employees.

Section 4: Termination – Prorated Vacation

An employee with one (1) year or more of service whose employment is terminated shall receive an allowance of 1/12 of the amount of vacation the employee would have been eligible for on the following December 31st, for each full month worked between January and the date of termination. The pro-rated vacation pay shall not be paid to any employee who is terminated for any of the following reasons: misconduct including but not limited to fighting, theft of and/or destruction to Company property or the property of another employee, possession and/or consumption of intoxicants on Company property and the possession and/or use of controlled substances such as behavior or performance modifying drugs or narcotics on Company property.

ARTICLE VIII - MANAGEMENT

The management of the business of the Company and the direction of its personnel, including the right to hire, discipline or discharge employees for cause, to transfer, promote or relieve from duty because of lack of work or for any other legitimate business reason, and the maintenance of discipline, order and efficiency in the plant is vested exclusively in the Company, provided this will not be used for purposes of discrimination against any employee for membership in the Union.

ARTICLE IX - GRIEVANCE PROCEDURE

Section 1: Definition

For the purpose of this Agreement, a grievance is a difference of opinion with respect to whether there has been a breach of this Agreement. Grievances shall be taken up in the following manner:

First	Any employee who has a grievance shall first discuss it with his department supervisor.
Second	If the grievance is not settled by the department supervisor, and the employee wishes to appeal, the appeal shall be presented to the Union Steward and the Production Manager, or his duly authorized representative.
Third	Grievances not satisfactorily settled in the second step, shall be reduced to writing and referred to the business agent of the Union who shall have the right to present the grievance to the President of the Company or his duly authorized representative.
Fourth	Grievances that are not satisfactorily settled in accordance with the foregoing procedure may be referred by only the Company or the Union to an impartial arbitrator agreed upon by the Company and the Union. In the event the parties are unable to agree upon an arbitrator within ten (10) days, the matter may be referred to the Federal Mediation and Conciliation Service for designation of an impartial arbitrator. The decision of such arbitrator shall be final and binding upon the parties. It is agreed, however, that an arbitrator shall have no right to add to, take from or modify any of the provisions of this Agreement. The costs and expenses of the arbitrator shall be divided equally between the parties except, in those cases where the arbitration is a result of a disagreement over the interpretation or implementation of the terms contained in those Articles governing Company participation in the Central States Joint Board Health and Welfare Trust Fund. In these cases the party, which the arbitrator has ruled against, shall bear the entire cost of the arbitrators' fee and expenses.

Section 2: Limitations

Grievances shall be presented promptly and in any event within five (5) days after the cause of the alleged grievance occurs. In the event an appeal is not taken within three (3) days from any step of the foregoing grievance procedure, the matter shall be considered as finally settled at that step.

Section 3: Designated Union Representative

During the term of this Agreement, the Union agrees to limit its designated representatives within the shop to one Steward and one alternate Steward who shall be permitted to act if and only if the designated Steward is absent or unavailable.

Section 4: Arbitration Hearing

If the grievance is settled following the filing with the Federal Mediation and Conciliation Service but prior to the arbitration hearing, all cost of the Federal Mediation and Conciliation Service and any arbitrator fees incurred by the party initiating the filing shall be paid for by the other party.

ARTICLE X - SENIORITY POLICY

Section 1: Seniority Commencement

The seniority rights of each employee shall date from his last regular hiring date. In the case of employees on the payroll at the date hereof, the last regular hiring date for each employee shall be the date heretofore agreed upon between the Union and the Company.

Section 2: Termination

Employees shall lose all seniority rights if:

- a) They quit voluntarily.
- b) They have been discharged or suspended for cause and have not claimed a grievance within five days. The seniority status of an individual who has been discharged or suspended and claims a grievance in connection with such discharge will be decided as part of their case.
- c) If they have been laid off for lack of work or have been absent on account of substantiated illness or injury and such lay-off or substantiated illness or injury has continued for a period of two months plus (1) month for each full year of seniority at the date of lay-off or beginning of absence to a maximum of one (1) year.
- d) Complications associated with an authorized maternity leave shall be treated the same as any illness or injury.

Section 3: Probationary Employees

New employees will be regarded as probationary employees for the first ninety (90) days of their employment. Probationary employees may be laid off or discharged as determined exclusively by the Company. Probationary employees continued in the service of the Company subsequent to ninety (90) days from the date of last hiring shall receive full continuous service credit from the date of last hiring. A new employee shall be considered a probationary employee for a period of ninety (90) days from his most recent hiring date. After satisfactory completion of this probationary period, the employee's seniority shall commence with his most recent hiring date. During this probationary period, such employee may be dismissed by the Company at its discretion.

Section 4: Application

Layoffs and rehiring shall be by plant and departmental seniority.

Section 5: Seniority List

A complete record of the names, arranged in order of seniority rights, of all Union employees shall be made available for inspection by Union officers upon one day advance notice. An up to date copy of such list shall be submitted to the Union office at twelve (12) month intervals.

ARTICLE XI JOB BIDDING/CHANGE IN SHIFT

The Company shall maintain master lists of employees that wish to change shifts or positions for the following: A/B shift (for C/D Shift employees), C/D shifts (for A/B shift employees), Machine Operator, Material Handler, Grinder, Janitor, and Forklift Driver positions. Employees that are interested in changing shifts or positions must put their names on these master lists. As openings become available, the Company will consider candidates for the opening from the master list whenever possible and practical. Evaluation will be based on seniority, skill, ability, attendance and any current warning reports in employee's personnel file. Company will make every effort to restore employee to original position following a 30-day trial period if either the employee or the Company determines it is not a right fit.

ARTICLE XII - LEAVE OF ABSENCE

Section 1: Maternity Leave

The Company treats maternity like any other illness for the purposes of leaves of absence and will provide leave in accordance with applicable federal, state or municipal law including the Family Medical Leave Act and the Illinois Pregnancy Accommodation Act.

Section 2: Family and Medical Leave

Leaves of absence shall be available to eligible employees for up to twelve (12) weeks per year for: (i) the birth of an employee's child; (ii) the placement of a child with an employee for adoption or foster care; (iii) where an employee is needed to care for a child, spouse, or parent who has a serious health condition; and (iv) where the employee is unable to perform the functions of his or her position because of a serious health condition. To be eligible for such leave an employee must have been employed for at least twelve months in total, and must have worked at least 1250 hours during the twelve month period preceding the leave.

Section 3. Disability Accommodation.

The Company and the Union will cooperate in accommodating disabilities as required by law without infringing upon the rights of other employees under this Agreement.

Section 4: Personal Leaves

Leaves of absence for other good and valid reasons may be granted, at the discretion of the Company. Requests for such leaves must be in writing, stating the reason and intended duration.

Section 5: Leave Extension

An employee may request an extension of his or her leave before the expiration date thereof. Such request must be in writing stating the reason and intended duration. The Company will evaluate each case individually to determine whether the extension request should be granted.

Section 6: Leave Expiration

Failure to report for work on the first scheduled workday after expiration of the leave of absence and each subsequent day shall each be deemed an unexcused absence and the Shop Rules pertaining to unexcused absence, and all penalties in the Shop Rules, shall apply.

ARTICLE XIII - NO STRIKES OR LOCKOUTS

Section 1: Union and Company

The Union agrees that it shall not authorize any strikes, work stoppages or any other intentional interference with production, and the Company agrees that there shall be no lockout. Except as otherwise provided in this Agreement, all controversies and grievances shall be settled and adjusted in the manner set forth in this Agreement.

Section 2: Violation

Any employee who engages in or participates in any manner in any unauthorized strike or work stoppage or in any other manner interferes with production shall be subject to immediate discharge without recourse to the grievance procedure.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section 1: Union Access

The Union representatives shall, with the permission of the Company be permitted access to the plant to check grievances, post Union notices on the bulletin board, and conduct normal Union business.

Section 2: Pay for Injury in the Course of Employment

Employees injured on the job will be paid at their base hourly rate to a maximum of eight (8) hours for the day on which the injury occurs, provided the employee is either unable to work that day based on the advice of the Company physician, or returns to work promptly upon being released for work by the Company physician.

Section 3: Gender Clause

Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender as well, and singular usage shall include plural usage and vice versa, all as the context shall require.

Section 4: Union Activities

If the Union request that the Union Steward participate directly in the regular or special affairs of the Local or International Union, of which said Local is affiliated and puts such request in writing, Company hereby agrees that it shall grant to said employee a leave of absence for the period of time necessary to participate fully in the affairs and activities of said Local or International Union.

Any request by the Union shall be in writing except in emergency cases. In such event, any request will be made orally to the President of the Company or his duly authorized representatives and will be confirmed subsequently in writing.

Section 5 – Temporary Employees

The Company may continue to use Temporary Employees to perform bargaining unit work provided it makes reasonable efforts to hire full time employees. For purposes of this Agreement, "Temporary Employees" shall refer to individuals employed by third-party agencies engaged by the Company to provide temporary labor.

Any Temporary Employee who provides services to the Company for an aggregate period of (540) hours of work if engaged on a 12-hour work schedule or (520) hours of work if engaged on a 8-hour schedule shall, upon expiration of such period, be offered regular employment by the Company. If the Temporary Employee refuses such offer of employment or is unable to satisfy the Company's standard hiring criteria, the Company shall notify the temporary agency that such Temporary Employee will no longer be permitted to provide services to the Company.

It is understood and agreed that Temporary Employees are not members of the bargaining unit and are not covered by any of the provisions of this Agreement. Temporary Employees shall not be entitled to any of the rights or benefits under this Agreement and the Company shall not be obligated to make any payments or benefit contributions to or on behalf of any Temporary Employee.

ARTICLE XV - HEALTH AND WELFARE

Section 1.

The Company shall make the monthly contributions to the Central States Joint Board Health and Welfare Trust Fund (Fund) for each employee in the active employ of the Company with ninety (90) calendar days of service (except as modified in Section 9b and Section 9c of this Article). For each year of the contract, the Company shall pay on behalf of each eligible Employee as described in Section 1 into the Central States Joint Board, Health & Welfare Trust Fund, the tier-based premium required by the Health & Welfare Trust Fund.

Upon ratification, employee contributions shall increase by:	Tier	2019 Upon Ratification
	Employee	.25%
	Employee & Children	1.0%
	Employee & Spouse	1.0%
	Family	1.0%

The new employee contribution rates in effect will be:	Tier	2019 Upon Ratification
	Employee	17.71%
	Employee & Children	16.59%
	Employee & Spouse	13.93%
	Family	13.45%

The Company and Union agree to re-open Article XV – Health and Welfare, Section 2 of the contract in 2020 and 2021 for the limited purpose of discussing employee contributions. No other provisions of the contract will be re-opened until the expiration of the agreement.

Section 3:

The Company shall be notified in writing of the monthly contribution actuarially determined not later than 60 days preceding January 1st of each year.

Section 4.

The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management and Relations Act of 1947 and the Employee Retirement Income Security Act of 1974.

Section 5.

The Fund is an irrevocable Trust heretofore created by an Agreement and Declaration of Trust (Trust), pursuant to Collective Bargaining Agreements between certain Employers and the Union.

Section 6.

- a. The Union represents that the Trust is lawful and is qualified under all applicable provisions of the Internal Revenue Code, so that all contributions by the Company will be deductible for income tax purposes; and the obligation of the Company to contribute to the Trust shall cease at any time the Fund loses its qualification under the Internal Revenue Code.
- b. The Company's sole liability shall be for the payment of the monthly contributions set forth in Sections 1, 2, 3, & 9 of this Article and in no way guarantees payment of the benefits established by the Trust Fund nor the solvency of the Fund.
- c. The Union agrees to hold the Company harmless against any liability arising from the Company's compliance with this Article.

Section 7.

The Union represents that this Fund is administered jointly by Trustees equal in number appointed by the Union and appointed by the Employers who contribute to the Fund.

Section 8.

The Company agrees to be bound by the Agreement and Declaration of Trust creating the Fund as amended from time to time. The Trustees of the Fund shall have the sole power:

- a. to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and

- b. to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee's illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

Section 9.

The Company's payments to the Fund shall be as follows:

- a. The amount per Employee per month shall be paid for each Employee covered by this Agreement by the 10th of the month next following the end of the employees probationary period and by the 10th of each month thereafter, and who has received at least eight (8) hours of compensation for that month, including the month in which an employee terminates active employment.
- b. If a covered Employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a minimum of one (1) additional month following the month in which the illness or injury occurred.
- c. If a covered Employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period of three (3) months.

Section 10.

Whenever the Trustees of the Fund determine that the Employer is delinquent in making payments to the Health & Welfare Fund, as required under this Article or the rules and regulations of the Fund, then the Employer shall be responsible for any losses of any Health & Welfare benefits resulting thereby and agrees to make full reimbursement to the Fund for all costs incurred in the collection of said delinquencies or the enforcement of this Article in addition to liquidated damages and/or penalties due the Fund.

Section 11.

No payment of credits, due to contributions made by the Employer for an ineligible employee, or for family plan premiums submitted in error, shall be allowed if claim for such credit is not made on or prior to the last day of the month for which the report containing the error was due and payable.

ARTICLE XVI RETIREMENT PLAN

The Union and the Company agree that the Company will continue the CHICAGO UNION EMPLOYEES RETIREMENT PLAN during the term of the contract. The Company shall make monthly contributions to the plan for each employee as follows:

Upon ratification:	\$90 per month
Beginning February 1, 2017	\$92 per month

ARTICLE XVII - WAGES

Section 1: Wage Incentive

Incentive plans are permissible if the rates are so set up whereby an average employee can earn at least ten (10%) percent more over and above their hourly rate. The minimum starting shall not be less than the federal minimum wage.

Section 2: Wage Increases

The Chicago Minimum Wage Ordinance requires the following changes to minimum wage:

- 7/1/19: an increase of \$1.00 bringing the minimum wage to \$13.00.
- 7/1/20: a minimum wage indexed to CPI with any increase capped at 2.5%
- 7/1/21: a minimum wage indexed to CPI with any increase capped at 2.5%

2019

On 7/1/19, employees eligible for a minimum wage increase will have their base wage rate minus premiums adjusted to the new minimum wage. Those employees who, as of the date of 2019 ratification, have a base wage minus premiums equal to or greater than \$12.50 will receive a \$0.50 per hour increase beginning on the first day of the first full payroll week after ratification. These employees shall also receive a one-time lump sum of \$500 paid on the first full payroll week following ratification.

2020

On 7/1/20, if the minimum wage increases, employees eligible for a minimum wage increase will have their base wage rate minus premiums adjusted to the new minimum wage. Those employees who, as of the date of 2019 ratification, have a base wage minus premiums equal to or greater than \$12.50 will receive a \$0.25 increase beginning on the first day of the first full payroll week after the ratification date anniversary.

2021

On 7/1/21, if the minimum wage increases, employees eligible for a minimum wage increase will have their base wage rate minus premiums adjusted to the new minimum wage. Those employees who, as of the date of ratification, have a base wage minus premiums equal to or greater than \$12.50 will receive a \$0.25 increase beginning on the first day of the first full payroll week after the ratification date anniversary.

Section 3: Premiums

Night Shift Premium: All employees working on the second shift shall receive a second shift premium of twenty-five (\$0.25) per hour. All employees working on the third shift shall receive a third shift premium of fifty (\$0.50) per hour. During such time as the Company operates a 12-hour shift, the night shift premium for 12-hour shifts shall be (\$0.40) per hour.

Material Handler Premium: The material handler premium will be increased from \$1.00 to \$1.50 beginning on the first day of the first full payroll week after ratification. When an employee is hired into the position of material handler, his/her base wage without night shift premium will be no less than the minimum wage plus the stated premium. He/she will receive the full material handler premium over and above his/her starting wage. When an employee currently employed in a position other than material handler accepts the position of material handler, his or her wage shall be increased by the stated premium. If the employee leaves the position of material handler, the premium will be forfeited.

Forklift Driver Premium: The forklift driver premium will be increased from \$2.00 to \$2.50 beginning on the first day of the first full payroll week after ratification.. When an employee is hired into the position of forklift driver, his/her base wage without night shift premium will be no less than the minimum wage plus the stated premium. He/she will receive the full forklift driver premium over and above his/her starting wage. When an employee currently employed in a position other than forklift driver accepts the position of forklift driver, his or her wage shall be increased by the stated premium. If the employee leaves the position of forklift driver, the premium will be forfeited.

The following two examples explain how premiums are administered; the actual dollar amounts shown are **not intended** to match the actual wage or premium amounts in the contract.

- Example 1: A night shift employee is paid the minimum wage of \$13.00 plus the \$0.40 night shift premium, or \$13.40. He accepts the position of forklift driver. His wage will be \$13.00 plus the forklift driver premium of \$2.00 plus the night shift premium of \$0.40, or \$15.40.
- Example 2: A night shift material handler is paid the minimum wage of \$13.00 plus the material handler premium of \$1.00 and the night shift premium of \$0.40, or \$14.40. He accepts the position of forklift driver on the day shift. His wage will be \$13.00 plus the forklift driver premium of \$2.00 or \$15.00. He will forfeit the material handler premium and the night shift premium when exiting that position and shift.

ARTICLE XVIII - CHANGE IN PLANT LOCATION

In the event that the plant and/or any of its operations are moved, or the name is changed by any of the owners, this contract between the parties shall continue in effect until its expiration date. The Company agrees to offer all of its employees employed at the existing plant location on the date of the actual move the opportunity to transfer to the new facility, provided such employees are qualified and available for positions which are then open and to be filled.

ARTICLE XIX - NON-DISCRIMINATION

The Company and the Union accept responsibility to promote equal employment opportunity and to ensure non-discrimination in all aspects of employment for all qualified persons in compliance with all Federal, State and Municipal laws

ARTICLE XX - SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties hereto, the members thereof, and the heirs, executors, administrators, legal representatives, successors and assigns of each.

ARTICLE XXI - AUDIT CLAUSE FOR HEALTH AND WELFARE COMPLIANCE

The Company agrees to provide the Union with a certified statement from Alexander Grant & Co., or its successors, certified public accountants, to the effect that the Company has complied with the provisions of the Collective Bargaining Agreement as it relates to the Health and Welfare Trust Fund. If accountants for the Union certify that the statement provided is insufficient for them to complete their audit of the Central States Health and Welfare Trust Fund, the Company agrees that it will provide the accountants for the Union, upon the reasonable request therefore, hourly payroll records regarding all Union hourly employees, including among such documentation, and edited Illinois UC-40-D covering such Union employees. The sole purpose and basis for the Company's agreement herein is to provide to the Union accountants sufficient information to determine whether the Company has complied with its actual obligation concerning its contributions to the Central States Joint Board Health and Welfare Trust Fund. None of the documents provided hereunder to the accountants for the Union are to be copied or provided to Union representatives. All inspections hereunder are to take place on the Company's premises and any documents provided hereunder shall be returned to the Company upon completion of the permitted examination.

ARTICLE XXII - CONDOLENCE PAY

The Company agrees upon its receipt of proper evidence to provide three (3) days off work with pay in the event of the death of any of the following: Employee's spouse, child, mother, and/or father, sister and/or brother, current mother-in-law and/or father-in-law and biological grandparents, if satisfactory proof of relationship (in the Company's sole discretion), is provided by the employee.

ARTICLE XXIII – OTHER BENEFITS

Section 1: Dental

Employees with ninety (90) calendar days of active service will be eligible to participate in the Company-sponsored dental plan at the prevailing employee contribution rates. The Company will provide at least thirty (30) days' notice in the event there is a rate increase from the carrier at the annual policy renewal date of January 1.

Section 2: Vision

Non-probationary employees with ninety (90) calendar days of active service will be eligible to participate in the Company-sponsored Optical plan. Employees will pay 100% of the cost of the plan.

Section 3: Life Insurance

The Company shall offer basic life insurance coverage equal to one time the employee's annual salary for all non-probationary employees with ninety (90) calendar days of service.

Section 4: Sickness and Accident

In the event an employee is medically unable to work by reason of a non-occupational sickness or accident, the Company agrees to provide a weekly benefit for a period not to exceed thirteen (13) weeks. To be eligible, the employee must have completed twelve (12) full months of service with the Company. The benefit will be paid on the first day subsequent to the injury and the eight day of the illness. The seven (7) day waiting period for illness shall be waived if the employee is hospitalized during such period.

- Effective upon the date of ratification, the Sickness and Accident benefit will be increased from \$200 to \$250.

Section 5: LTD

To further promote the safety and well-being of its employees, the Company has elected unilaterally, post ratification to make employees eligible for the Company's Long Term Disability insurance effective March 1, 2016. Non-probationary employees with ninety (90) calendar days of active service will be eligible to participate. The insurance will be provided cost free to the employees.

Section 6: Chicago and Cook County Paid Sick Leave Waivers

For the duration of this Agreement, the parties hereto expressly agree that to the extent they may be applicable to bargaining unit employees, the requirements of Section 1-24-045 of the Chicago Paid Sick Leave Act and the Cook County Earned Sick Leave Ordinance, Ord. No. 16-4229, which together would otherwise provide a limited amount of paid sick leave for certain employees within the City of Chicago and Cook Counties, are hereby waived.

Section 7: Unpaid Sick Days

Employees will be eligible for two (2) unpaid sick days per year. To be considered as an excused unpaid sick day, the employee must call his/her supervisor at least one (1) hour before the shift start. If the supervisor does not receive notice, the absence will be counted as a no call/no show. In the event, that the Company is obligated under law to provide paid sick days in the future, this provision will become null and void.

ARTICLE XXIV - FUTURE LAW

If any of the provisions of this Agreement are adjudicated to be illegal, unlawful or in violation of existing or future law, no other portion, provision or article of this Agreement shall be invalidated thereby except insofar as the same are made unlawful, illegal or in violation of the law.

ARTICLE XXV - LIQUIDATED DAMAGES

In lieu of interest, beginning with the twentieth (20th) day of the month in which the monies are due, there shall be a liquidated damages of one and one-half percent (1-1/2%) per month, or part thereof, on all monies due, including, but not limited to, Health and Welfare payments, dues and initiation fees. In respect to dues and initiation fees, it is the understanding of the parties that the liquidated damages shall be considered as part of the dues and shall compensate the Union for the Employer's failure to timely send the Union the dues which it had deducted from the employees' pay. By providing this penalty, the parties' intent is to encourage the prompt payment of all monies due. If the Company shall fail to make contribution to the Health & Welfare Fund by the 90th day following the date on which such contributions are due as required by this Agreement or the provisions of the Health & Welfare Fund, or if the Company shall fail to remit Union dues deducted from the paychecks of employees by the 90th day following the date on which such dues are required to be remitted as set forth in this Agreement, then unless such failure is due to circumstances beyond the Company's control the Union shall have the right to engage in a strike, work stoppage, sympathy strike, boycott, picketing or other legal economic action to enforce payment; provided, however, that before engaging in such action the Union shall first serve the Company with a 20 days' written notice of delinquency declaring the Union's intent to invoke the provisions of this Section and the Company must then fail to cure such delinquency within that 20 day period. In the event the Company is adjudicated to be liable for such delinquencies, it shall be responsible to the Trustees of the Fund or to the Union, as the case may be, for all delinquent contributions or remittances. The Company's liability for payment hereunder shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE XXVI - TERMINATION

This Agreement, when signed by a duly authorized officer of the Company and the Union shall remain in full force and effect until midnight January 25, 2022, and shall automatically be renewed on the same terms and conditions for consecutive one (1) year periods thereafter, unless sixty (60) days prior to the expiration of this Agreement or any extension thereof either party gives written notice by registered mail to the other party of termination or modification of this Agreement.

Notices provided for in this Article shall be given by registered mail or written notice transmitted electronically and if given by the Company shall be addressed to the Union at 245 Fencil Lane, Hillside, Illinois 60162, and if given by the Union, shall be addressed to the Company at 4501 West 47th Street, Chicago, Illinois 60632. Either party by like notice may change the address to which such notice shall be sent.

LETTER OF AGREEMENT FOR CONTINUOUS TWELVE HOUR SHIFT OPERATION

The parties have agreed that the following modifications to the present Collective Bargaining Agreement commencing January 26, 2019 to January 25, 2022. will exist during such time as the Company is operating a continuous twelve (12) hours shift operation.

1. The Company will schedule the workweek in such a manner that each employee normally will be able to have each alternating three-day weekend (Friday, Saturday and Sunday) off. There will be two first shifts (designated as shifts **A and B**) and two second shifts (designated as shifts **C and D**), each shift working twelve (12) hours with a thirty (30) minute paid lunch period and two (2) paid fifteen (15) minute rest breaks. The normal shift hours shall be either of the following: (a) first shift beginning at 6:00 a.m. and ending at 6:00 p.m. and the second shift beginning at 6:00 p.m. and ending at 6:00 a.m.
2. Article V, Section 3 (Sunday Work), requiring that employees receive pay two times their regular hourly rate for any work performed on Sunday, shall not apply during such time as the Company is operating continuous twelve (12) hours shifts. Instead, employees shall receive two (2) times their regular hourly rate of pay for all hours worked in excess of sixty (60) hours in any workweek.
3. Article V, Section 5 (Reporting Pay), requiring that schedule employees' reporting to work receive a minimum of four (4) hours of work or reporting pay at his regular rate of pay shall be considered modified during such time as the Company is operating continuous twelve (12) hours shifts to provide for six (6) rather than four (4) hours of work or reporting pay at the employee's regular rate of pay.
4. During such time as the Company is operating continuous twelve (12) hours shifts, Article VI (Paid Holidays) will be considered modified as follows: An employee will receive twelve (12) hours pay for paid holidays listed in Article VI that fall on his or her schedule work day, and will receive twelve (12) hours for paid holidays that do not fall on his or her schedule workday.
5. To receive pay for holiday, which he or she does not work, an employee must work at least eleven (11) hours on his schedule work day preceding and following the holiday (rather than

seven and one half (7^{-1/2}) hours specified in Section 3 of Article VI). If an employee is requested to work on a holiday that falls on his or her schedule workday, then the employee shall receive time and one half on his/her regular hourly rate for hours worked plus twelve (12) hours of holiday pay at his/her regular hourly rate. If the employee does not work, then he or she shall not receive any holiday pay.

6. During such time as the Company is operating continuous twelve (12) hours shifts, Section 2 — Article VII (Vacation) will be considered modified to provide that each week of vacation pay will equal the employee's established rate multiplied by forty-two (42) hours rather than forty (40) hours. This is based on the premise that under the continuous twelve (12) hour shift operation an employee's hours worked per week should average forty-two (42) hours. A vacation day will be paid at twelve (12) hours. For a calendar week vacation, this will be paid at 36 or 48 hours depending on the work schedule for the calendar week(s) requested.
7. During such time as the Company is operating a continuous twelve (12) hour shift operation, it shall be understood that with respect to an individual employee's grievance, the five (5) and three (3) day specified in Section 2 of Article IX (Grievance Procedure) for presenting grievance and taking appeals shall refer to that particular employee's normally scheduled work days as opposed to the plant's workdays.
8. During such time as the Company is operating a continuous twelve (12) hour shift, Section 2 of Article XIV 9 Miscellaneous Provisions) shall be considered as modified to provide that employees injured on the job will be paid at their base hourly rate to a maximum of twelve (12) hours (rather than a maximum of eight (8) hours for the day on which the injury occurs).
9. Notwithstanding the language in Section 2c of Article XVI (Wages) during such period as the Company is operating a continuous twelve (12) hours shift operation employees working the second shift (shift 3 or shift 4) shall receive a shift bonus of forty (40) cents per hour provided however, that employees currently assigned to third shift who are assigned to shift 3 or 4 will retain their current shift bonus of fifty (50) cents per hour.
10. During such time as the Company is operating continuous twelve (12) hours shifts Article X (Seniority Policy) will be considered modified as follows: Section 4 (Application) except, when there is a lack of work, the Company so not to interfere with one shift or the other the Company will not be obligated to follow seniority so long as it does not exceed forty-eight (48) hours.

EXCEPT AS SPECIFICALLY PROVIDED ABOVE, THE COLLECTIVE BARGAINING AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT AND SHALL NOT BE CONSIDERED TO BE MODIFIED IN ANY RESPECT NOTHING HEREIN SHALL BE CONSIDERED AS ABRIDGING THE COMPANY'S RESERVED MANAGEMENT RIGHTS.

- END OF AGREEMENT -

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their hands and seals this day and year first above written.

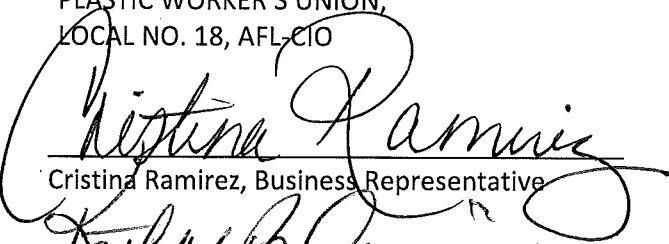
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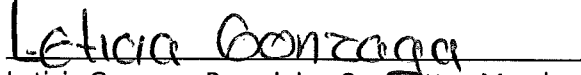
PLASTIC WORKER'S UNION,
LOCAL NO. 18, AFL-CIO

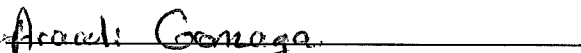

Cristina Ramirez, Business Representative


Kathy Rodriguez, Business Representative


Silvia Dieguez, Bargaining Committee Member
and Steward


Maria Gervacio, Bargaining Committee Member
and Steward


Leticia Gonzaga, Bargaining Committee Member
and Steward


Araceli Gonzaga, Bargaining Committee Member
and Steward



Miriam Erazo, Bargaining Committee Member


Leticia Popoca, Bargaining Committee Member


Lorena Sanchez, Bargaining Committee Member


Fernando Santos, Bargaining Committee Member

HOME PRODUCTS INTERNATIONAL-NORTH
AMERICA, INC.


Greg Shaw, VP Human Resources and Safety


Stan Borione, Director Operations


Patricia Barrios-Carrada, HR Manager