

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

BERRY GLOBAL, INC
MOUNTAIN TOP, PENNSYLVANIA

and

INTERNATIONAL CHEMICAL WORKERS COUNCIL OF THE
UNITED FOOD AND COMMERCIAL WORKERS OF
AMERICA, LOCAL UNION 195T

February 1, 2020

through

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ARTICLE I
ARTICLES OF AGREEMENT

This Agreement made and entered into this 1st day of February 2020, by and between Berry Global, Inc., Wright Township, Pennsylvania, hereinafter known as the "Employer", and the International Chemical Workers Council of the United Food and Commercial Workers of America, Local Union 195T, hereinafter known as the "Union".

ARTICLE II
ABSENTEEISM/TARDINESS POLICY AND PROCEDURE

- A. Absences permitted by state or federal leave laws, including the Family and Medical Leave Act (FMLA) and state sick leave laws, will not be counted as attendance occurrences. Employees will be required to provide appropriate medical documentation to Human Resources when applying for FMLA leave.
- B. Employees considered disabled under and as defined by the Americans with Disabilities Act (ADA) may be eligible for attendance occurrence adjustment. Employees should contact Human Resources for consideration prior to exceeding allowable attendance occurrences.
- C. Each employee who has attendance incidents will accumulate points. The accumulation period is a rolling twelve-month period. Points are accumulated as follows:
1. Absence – Employees are considered absent when calling in prior to the start of their scheduled shift. One point is given. An employee will receive one excused absence per rolling calendar year (no point given) if they present a doctor’s note for the absence.
 2. Unexcused Absence – It is an unexcused absence for an employee to be absent from work and fail to notify her or his supervisor prior to the beginning of her or his scheduled shift. This is considered a “no call – no show” and results in an automatic written warning. Three points are given.
 3. Tardy – Employees are considered tardy when they are late for a scheduled work activity. Examples of this can include the beginning of a shift, lunches, and employee meetings.

One-half point is given. Employees who miss equal to or more than one half of their shift will be charged one point. An employee may be tardy to work up to three times per year without resulting in any points. Each tardy cannot exceed five minutes. On the fourth tardy and forward, an employee that is tardy will result in one half points.

4. Early Out – An early out occurs when employees leave their work area prior to the conclusion of their scheduled work time. One half point is given. Employees who miss time equal to or more than one half of their shift will be charged one point.
5. Consecutive Days of absence for the same reason may be considered as one incident, provided documentation is sufficient and proper notifications have been made. An employee who misses three or more consecutive days must have a doctor's release prior to returning to work. Three consecutive days of absence without proper notification and documentation is considered a voluntary termination.

D. Employees have the responsibility, regardless of shift, to notify their supervisor prior to the start of their scheduled work shift if they are going to be late or absent. If your call in is left on a voice messaging system, you must state your name, phone number, shift, department, reason for the absence, and anticipated date of return. Other than in an extreme emergency, an employee should not rely on other individuals to notify their supervisor of an absence.

E. Corrective Discipline

1. Employees will be subject to the attendance policy starting with their first day of employment.
2. Employees who accumulate 6.5 – 7 points within the rolling twelve-month period are given a written warning.
3. Employees who accumulate 7.5 – 8 points within the rolling twelve-month period are given a second written warning.

4. Employees who accumulate 8.5 – 9 points within the rolling twelve-month period are given a last chance agreement.

5. Employees who accumulate more than 9 points within the rolling twelve-month period will be terminated.

F. Written warnings for attendance will remain active in an employee's file for six months from the issue date. Any accumulation of three attendance related written warnings in a one year period will result in a last chance agreement. The last chance agreement will result in a ninety-day probation during which any attendance infraction will result in termination. The last chance agreement remains active for six months

G. Note: Apparent working of a shift, but failing to correctly use the time clock four times in a six month period will result in the generation of a tardy under the attendance policy.

H. During the term of the current agreement the Union's president will be allowed to attend the Union's national convention one time each year of the agreement without receiving points under the attendance policy.

ARTICLE III BEREAVEMENT PAY

In the event of the death of an employee's family member (including father, mother, current spouse or domestic partner, child, stepchild, stepparent, sister, step/half-sister, brother, step/half-brother, legal guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, or great grandparent), the Company will grant an excused absence not to exceed 3 regularly scheduled work days and compensate the employee at the regular daily rate for each work day missed. These days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral. These days may be split or postponed with notification to and coordination with your supervisor and the Human Resources Department. An employee must immediately notify his or her supervisor of the situation. An employee may be required to give evidence of a death and his or her relationship to the

deceased before any leave time is paid. In the event you may need additional time away from work due to the death of a loved one, any such time would be unpaid and would need to be approved by Human Resources.

ARTICLE IV BULLETIN BOARDS

A. The Employer shall provide the Union with a bulletin board for the purpose of posting officially signed Union notices concerning Union meetings and other legitimate Union business. All notices will be submitted to the Plant Manager for posting.

B. Copies of all such notices to be posted shall be presented by the person designated to the Employer prior to their posting. The Plant Manager or his designee shall review any and all notices prior to their posting and may, at its discretion, disapprove any notice which is offensive, derogatory, or inflammatory. Any such protest to the posting shall be taken up with the business representative of the Union and a mutual solution will be reached prior to posting.

ARTICLE V COMPENSATION CLAIMS

A. An employee who is injured on the job and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the workers' compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay for such time.

B. The Employer retains the right to reschedule an appointment, if possible.

**ARTICLE VI
CONTRACTORS**

It is the intent of the Employer to use in-house employees to perform work duties related to the plant and its operations. However, notwithstanding this intent, the Employer specifically retains its right to contract such work. The decision to contract work remains solely with the Employer.

**ARTICLE VII
SAFETY**

A. No employee shall be compelled to drive or operate equipment that has been determined by management, and a safety committee person if present at the plant, to be mechanically unsafe.

B. Employees shall immediately report defective equipment to their supervisor. After a report is made, the equipment will be checked and repaired if necessary, before it is again operated.

C. Safety Core Values

1. All injuries and incidents can be prevented
2. At risk behaviors are not part of conducting good business
3. High safety standards and expectations will reduce injuries
4. Training employees to work safely is essential
5. Management is responsible for providing a safe work environment
6. Working safely is a condition of employment
7. Employees must promote safe behaviors of others

**ARTICLE VIII
DISCHARGE AND SUSPENSION**

A. The Employer will post work rules and provide a copy of such rules to the Union.

B. Employees will be discharged, suspended or disciplined for just cause, in accordance with the Employer's current progressive discipline procedure. Counseling and disciplinary write-ups shall remain active for 12 months for purposes of administering the Company's discipline policy.

C. However, no prior disciplinary action (e.g. progressive discipline procedure or a warning) need be given to an employee who has committed any of the following offenses:

1. Deliberate idling and withholding work duties.
2. Refusal or failure to do job assignment or refusal or failure to follow orders of supervisor relative to the job assignment.
3. Willful or negligent destruction of property.
4. Theft or misappropriation of company property or the Property of other employees.
5. Removal of Berry Global property or records from the premises without proper authorization.
6. Reporting to work, possession of, use of, or attempting to work under the influence of liquor or illegal drugs.
7. Falsification of records.
8. Fighting or threatening bodily injury to another employee.
9. Reckless, disorderly or immoral conduct on Berry Global property.
10. Unauthorized possession of weapons on Berry Global property.
11. Punching the time card of another employee or permitting another employee to punch your card.
12. Smoking, eating, drinking in designated restricted areas.
13. Failure to report any injury sustained on the job, or conduct which caused a fellow employee an injury.
14. Sleeping on the job.

ARTICLE IX EXAMINATIONS

A. Physical examinations required by the Employer (including drug tests) are required for all new employees and any employee involved in a work related accident.

Employees may be subjected to additional drug tests (random) as required by Employer. The Employer shall pay for all such examinations and drug tests. In the event a current employee's drug test is positive, the employee sample will be tested a second time with a confirmation test. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to current employees only for time spent at the place of

examination or examinations.

The Employer reserves the right to select its own medical examiner or physician, and the employee may seek a second opinion from his own doctor at the employee's expense.

B. In the event of a disagreement between the doctor selected by the Employer and the doctor selected by the employee, the Employer and employee doctors shall together select a third doctor within thirty (30) days whose opinion shall be final. The expense of the third physician shall be equally divided between the Employer and employee.

C. Employees refusing to take a drug test will be deemed to have voluntarily resigned. Said refusal will automatically constitute just cause for termination.

D. The Employer's substance abuse policy shall be part of and incorporated herein by reference.

ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURE

A. All complaints, disputes, controversies, or grievances arising solely between the Employer and the Union, or any employee covered by this Agreement on or after the effective date of this Agreement, which involve only questions of interpretation or application of any of the provisions of this Agreement, shall be adjusted by and between the parties in the following manner.

Step 1: The dispute or grievance shall be taken up by the aggrieved employee with a shop steward present if requested and the employee's Department Manager within five (5) calendar days after the occurrence. The grievance will be answered within five (5) calendar days after receipt.

Step 2: An unresolved Step 1 grievance must be presented to the Plant Manager or his designee in writing within five (5) calendar days of the Step 1 answer, or the date the Step 1 answer should have been issued. The grievance form set forth in Appendix **A** will be used.

The Plant Manager or his/her designee will answer the grievance in writing within five (5) calendar days after receipt. A discharged employee may grieve his discharge by initiating the grievance procedure at Step 2 within five (5) calendar days after his/her discharge.

Step 3: In the event, the grievance is not resolved in Step 2, the Union, through the Business Agent, may present the grievance to the Vice-President of Operations or his/her designee for resolution. Such grievance must be submitted, in writing, within five (5) calendar days after the day the Plant Manager or his/her designee answers or should have answered the grievance in Step 2.

The Vice President of Operations or his/her designee will confer with the Business Agent via telephone or otherwise, in an effort to resolve the grievance.

The Vice President of Operations or his/her designee will answer the grievance in writing within 5 days of the conference. In the event the grievance is not resolved; the Union may seek to process the grievance through the arbitration procedures set forth in Section (F) below.

B. If the employee or the Union fails to process the grievance at any step within the time limits set forth above, and the procedure is not waived by mutual written agreement, the grievance shall be deemed waived or settled and such failure shall constitute a bar to all further action thereon.

C. The time limits set forth herein may be extended by mutual agreement provided it is reduced to writing and signed by both parties.

D. An employee shall perform all duties as instructed even though he may feel aggrieved, unless the employee reasonably believes that an assignment creates an immediate, obvious hazard endangering his health.

E. Employees who bypass the orderly process of the grievance procedure provided herein and, instead, resort to self-help methods in violation of this Agreement or in disobedience of the Employer's directions, may be disciplined or discharged summarily.

F. In order for a grievance to be timely submitted to arbitration, the Union must request submission of the grievance within 30 (thirty) calendar days of the receipt of the Step 3 answer in Section (A), above, or within 30 (thirty) calendar days of the date the Step 3 answer should have been issued.

1. The Union shall send a letter to the FMCS with a copy to the Employer requesting that the Service furnish the Union and Employer with identical lists of persons eligible to serve as arbitrators.

2. The parties may mutually designate the FMCS arbitrator.

Alternatively, each party may take turns striking one name from the original list sent by the FMCS. The Employer will strike first, then the Union, and so on. Each party has the right to reject the remaining name on the list. If no agreement is reached from the original list within twenty-one (21) days from the receipt of that list, either party may request the FMCS to submit a second list. The same procedures will govern selection from the second list. In the event a second list proves to be unsatisfactory, either party may request a third list. If, after submission of a third list, the parties fail to agree upon the designation, the arbitrator shall be appointed by the FMCS.

3. It is the arbitrator's sole function to interpret this Agreement. His duties shall be limited to making and issuing decisions regarding matters expressly submitted to him within the written terms of this Agreement only.
4. The arbitrator has no authority or power to add to, delete from, disregard, or alter any of the written terms of this Agreement.
5. The arbitrator's decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto.
6. The arbitrator shall have the authority to order or deny reinstatement of an employee with or without back pay. In the event there is an award of back pay, any interim earnings by the employee and any unemployment benefits received must be offset and deducted from this award. The arbitrator shall consider the employee's failure to make a reasonable effort to mitigate damages in determining the amount of any back pay due.
7. The cost of arbitration, which shall include the fees and expenses of the arbitrator and an original of the transcript where mutually agreed upon, shall be borne solely and paid in full by the party who loses the arbitration. Similarly, if an arbitration is commenced and subsequently withdrawn, the Union shall be solely responsible for payment of the fees associated with bringing the action. If arbitration is mutually withdrawn and settled by the Union and the Company, all costs associated with the arbitration will be part of the negotiation settlement.

In the event of a split decision, the cost of arbitration will be shared by the Union and the Employer.

8. Each party shall pay any fees of its own representatives and witnesses for time lost and the cost of the transcript where there is no mutual agreement toward it.
9. There shall be no submission of multiple grievances, related or unrelated, to one arbitrator in one demand. Nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator, unless the parties mutually agree in writing to consolidate separate grievances. Accordingly, in the absence of mutual consent of the parties, an arbitrator may not be presented with or rule upon more than one grievance.
10. The grievance and arbitration procedures provided for herein, shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined.
11. If the employee or the Union fails to process the grievance at any step within the time limits set forth above, and the procedure is not waived by written mutual agreement, the grievance shall be deemed waived or settled and such failure shall constitute a bar to all further action thereon.

G. It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement engage in any action in violation of Article XXII (No Strike). The Employer shall not be required or in any way be obligated under Article XI (Grievance and Arbitration Procedures), and the arbitration procedure shall be suspended at the Employer's sole discretion until such time as the unlawful actions cease. In no event shall the Employer be required to submit a grievance to arbitration.

H. The Union shall require its members to comply with the terms of this Agreement. Both parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this Agreement for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individuals or groups seek to interpret or enforce the Agreement on their own initiative or responsibility.

I. The procedures set forth in the arbitration machinery may be invoked only by the authorized Union representative or the Employer.

J. The Union may seek to enforce this Article in federal district court in the event of the Employer's refusal to submit to the arbitration procedure at any stage, or failure to comply with a final decision.

K. The Employer shall be required to pay all monies due an employee as a result of a monetary arbitration decision by the following second regular pay period. Failure of the Employer to comply with this paragraph shall permit the Union to seek enforcement in federal district court.

**ARTICLE XI
HOLIDAYS**

A. All regular, active (full time salary) employees are eligible for holiday time off and pay during applicable pay periods. To be compensated for a holiday, employees must work their complete scheduled shifts on the day prior to the holiday, the day after the holiday, and the day of the holiday, unless excused prior to the scheduled workday.

B. A regular employee on medical disability, personal leave, or FMLA is considered to be a non-active employee and is not eligible for holiday pay.

C. The following days are paid holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

D. Plant operations are normally not suspended for the duration of paid holidays. If suspending operations is not practical or would later cause hardship on the Company or its employees, working on paid holidays may be required by management.

E. When a holiday falls on an employee's regularly scheduled day that employee will be paid their normal number of hours. (example: 12-hour employee has holiday fall on regularly scheduled day, employee will be paid 12 hours of holiday.) If the holiday falls on an employee's scheduled day off they will receive eight (8) hours of holiday pay.

**ARTICLE XII
HOLIDAY PAY GUIDELINES**

- A. The following procedures are to be used in computing payroll.
1. All eligible employees will be paid for designated holidays.
 2. Holiday pay will be included as time worked in computation of overtime. If an employee works on a designated holiday, the employee will be paid time and one-half for the number of hours worked.
 3. All eligible employees will be paid time and one-half for hours worked in excess of 40 hours per week. There will be no double-up overtime in weeks containing a designated holiday.

**ARTICLE XIII
HOURS OF WORK AND OVERTIME**

A. The provisions of this Article are intended to define regular working hours and provide the basis for calculating overtime pay and shall not be construed as a guarantee of hours of work per week, or as a limitation upon the maximum or minimum hours per day or per week, which may be assigned and required.

B. For the purposes of this agreement, a work day is defined as consecutive twenty-four (24) hour period beginning with the start of the first shift, and the term "working hours" will mean the period of time commencing with the start of the employee's scheduled shift and ending with the close of such employee's scheduled shift, and will not include the mid-shift lunch period.

C. All employees will be paid 1-1/2 times their regular rate for all hours worked in excess of 40 working hours per 7 day work week. All overtime must be pre-approved by the employee's supervisor.

D. All employees are required to work overtime when assigned to meet plant needs, in accordance with Section J of Article XXIX, Seniority.

The Employer will attempt to give as much advance notice as practical when assigning overtime.

E. Overtime pay 1-1/2 times the regular rate, will only be paid for time actually worked in excess of 40 hours per week. If holiday is not worked by the employee, then 8 hours holiday pay will be treated as time worked and included in the computation of overtime.

F. All meal break and rest periods shall be taken without interruption of the continuous operation of the plant.

G. Employees regularly assigned to work the second shift will receive a shift premium of \$.65 per hour.

H. Shift premium will be included in all overtime computation and all paid time off.

I. Employees will not be required to work more than 14 consecutive hours unless there is an emergency declared by the Plant Manager.

J. Any employee that is "called in for work", and shows up for the call in, and is sent home without performing any work by management shall receive in such instance four (4) hours of pay at the employee's regular straight time hourly rate of pay except in case of power failure, labor dispute, fire, flood or other causes beyond the control of the employer.

ARTICLE XIV INSURANCE

A. Bargaining unit employees shall be eligible to participate in company-wide Employer-sponsored medical insurance coverage under the same terms and conditions of eligibility and participation as are provided to other eligible BERRY GLOBAL employees who are not represented by a collective bargaining agent. Bargaining unit employees shall also be eligible to participate in company-wide Employer-sponsored dental care and life insurance plans at the same premium costs, terms and conditions, eligibility criteria, and participation requirements as are applied to other eligible BERRY GLOBAL employees who are not represented by a collective bargaining agent.

B. BERRY GLOBAL retains the exclusive, non-negotiable right to determine medical, dental, and life insurance benefits; to adopt plan(s) of medical, dental, and life insurance benefits; and

to revise, discontinue, terminate, improve, reduce, modify or make changes in said benefits and plan(s), the types, amounts, and premium costs and contribution rates of medical, dental, and life insurance benefits provided, as well as the coverage and eligibility provisions, conditions and rules, at any time and to apply the foregoing at the same time and to the same extent for all eligible BERRY GLOBAL employees, including those in the bargaining unit. The aforementioned decisions are exclusive to the Employer and shall not be subject to negotiation, arbitration, dispute, challenge, contest, litigation or other proceedings.

C. The Employer assumes no liability whatsoever on its part for medical bills and under no circumstances shall the Employer be responsible for any medical bills now or hereafter incurred.

ARTICLE XV JOB POSTING AND JOB BIDDING

A. It is the intent of the Employer to inform employees of job vacancies, encourage internal promotion and lateral transfer, and to provide career growth when employees have requisite skill and ability to perform a job for which there is an opening. In filling open positions, the Employer retains the right to make the final judgment (1) if and when a job vacancy exists and if so, (2) whether it will be filled by a current employee based upon the Employer's analysis of the skills and ability needed for the open position and whether any current employee has such requisite skills and ability. If the employee's ability and skills are suitable for the new position and interest still exists, an interview will be scheduled. Where employees' qualifications are substantially equal, and they possess the requisite skills and ability for the posted position, the more senior bidder will be selected. The employer reserves the right to determine when and if the employee's qualifications are substantially equal.

B. The following guidelines will be followed in considering current employees for job vacancies.

1. Job vacancies will be posted on the employee bulletin board for seven (7) calendar days.

2. The job vacancy notice will include the job description and schedule of hours to be worked, days to be worked, and rate of pay.

3. All employees who have completed their probationary period will be allowed to sign up for any job vacancy which is posted.

4. An employee interested in a posted position should submit the bid online via berryglobal.com/careers.

5. The most qualified bidder will be awarded the job.

6. The Employer may temporarily assign an employee to fill the vacancy until a permanent assignment can be made, not to exceed thirty (30) calendar days by mutual agreement.

7. If bidders from within the plant are not qualified, the Employer may seek applicants from outside sources.

C. An employee who is promoted shall serve a qualifying period of sixty (60) calendar days on the new job. If he/she is removed from the new job during the qualifying period, he/she shall be returned to his/her former position without loss of seniority or other benefits.

ARTICLE XVI JURY DUTY PAY

A. The Company recognizes every employee's civic duty with respect to serving on a jury. When employees are called to serve on a jury during a scheduled work day, they will be excused upon notification to their supervisor. Employees will be reimbursed the difference between the amount paid for jury service and the amount of their regular daily rate for a maximum of 2 weeks provided that the employee submits a record from the court regarding the time spent on jury duty to his or her supervisor. For non-exempt employees, hours accumulated on jury duty will not be considered in calculating overtime and other premium time.

B. Occasionally, employees may be legally compelled to attend a judicial proceeding. In these circumstances, an employee's attendance at work will be excused. Employees must notify their supervisor or their Human Resources representative immediately upon receiving a summons or subpoena compelling attendance at a judicial proceeding and must present this summons or subpoena to the Human Resources Department (and, if related to a matter involving Berry, to the Legal Department). An employee who is charged with a crime and is compelled to attend a judicial proceeding (or is detained for that reason) or

who voluntarily attends a judicial proceeding is not covered by this policy.

C. It is Berry's policy to allow time off to victims of domestic abuse and victims of other crimes as required by state law.

ARTICLE XVII LEAVES OF ABSENCE

An employee may apply for a leave of absence after completion of his probationary period.

Any approved leave will be without pay.

A. General guidelines

1. Leaves of absence will not be granted for the purpose of securing other employment.

2. As much advance notice as possible must be given by the employee prior to the date the requested leave of absence is scheduled to commence.

3. An employee returning from a leave of absence must notify his/her supervisor at least five (5) calendar days prior to returning from leave.

4. An employee returning from a leave of absence will be reinstated in the previous job at the same rate of pay provided the job is available, or into the first available position for which the employee is qualified at that position's rate of pay, if the employee's previous job has been filled, unless otherwise specified by law. To qualify under this provision, the employee must have complied with all appropriate guidelines in this Article.

5. Length of service credit will accumulate during the leave of absence.

6. An employee who does not return from a leave of absence, or who does not receive an extension of a leave of absence on or before the expiration date of the leave of absence, will be terminated unless a satisfactory reason for not returning is presented to the Plant Manager within three (3) days of the leave expiration date.

7. Unless otherwise provided by law, medical insurance may be maintained by the employee during the leave of absence.

B. Medical Leave

1. Unless otherwise provided by law, one (1) medical leave of absence per year may be granted for a period up to twelve (12) weeks.

2. A request for a medical leave of absence must be made in writing. This request must be approved in advance by the Plant Manager or his designee. The employee must submit a doctor's statement containing the following items:

- a. The employee's name;
- b. The expected date of time off work;
- c. Nature of the illness or disability; and
- d. The doctor's signature.

3. Employees seeking to return from medical leaves of absence will be required to present a doctor's certification that the employee is capable of returning to work, and what restrictions, if any, they have in performing their job duties.

4. Any earned but unused sick time and vacation must be used at the beginning of the leave of absence. Employees eligible for two or more weeks of vacation may hold back up to four vacation days during a leave of absence.

C. Military Leave: Military leave will be granted to an employee according to law.

D. Personal Leave

1. Leaves of absence for personal reasons may be granted for a period of up to thirty (30) days during a twelve (12) month period, within the sole discretion of the Plant Manager, unless otherwise required by law. This may be extended with prior approval for a period of up to twelve (12) weeks.

2. Requests for a personal leave of absence, stating the reason for the request must be approved in advance by the Plant Manager or his designee.

3. Any earned but unused vacation must be used at the beginning of the leave of absence.

**ARTICLE XVIII
MANAGEMENT RIGHTS**

A. The Employer retains the exclusive right to manage the business; to direct, control and schedule its operations and work force and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised. Such prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, demote, lay off, assign, transfer, suspend, discharge and discipline employees; select and determine the number of its employees, including the number assigned to any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation; determine and schedule when overtime shall be worked; install or remove equipment; determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer and/or to subcontract the same; transfer or relocate any or all of the operations by sale or otherwise, in whole or in part, at any time; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours; require duties other than those normally assigned to be performed; select supervisory employees; train employees; discontinue or reorganize or combine any department or branch of operation with any consequent reduction or other change in the work force; establish, change, combine or abolish job classifications; determine reasonable work pace, work performance levels and standards of performance of the employees and in all respects carry out in addition the ordinary and customary functions of management, all without hindrance or interference by the Union except as specifically altered or modified by the express terms of this Agreement.

The functions and responsibilities hereto reserved are expressly excluded from the grievance and arbitration provisions of this Agreement and failure to exercise any of the functions whether or not expressly stated herein shall not constitute a waiver thereof.

B. The provisions of this Agreement do not prohibit the Employer from directing any person not covered by this Agreement to perform any task. The Employer, therefore, has the right to schedule

its management and supervisory personnel at any time. The selection of supervisory personnel shall be the sole responsibility of the Employer and shall not be subject to the grievance and arbitration provisions of this Agreement.

**ARTICLE XIX
NON-BARGAINING UNIT PERSONNEL**

A. Supervisory employees and other non-bargaining unit personnel may be assigned to work listed below as the efficient operations of the plant may require:

1. Instructing, introducing new equipment, techniques, and/or training employees.
2. Demonstrating the correct use of machines, tools, and equipment.
3. Acting to prevent an accident or injury to an employee or to prevent production or equipment damage.
4. In the event of an emergency or a production or operational bottleneck which shall be defined as a situation which could endanger life or property or would unduly interfere with normal operation if not immediately remedied. Paragraph D shall not be applied to cut or eliminate overtime.
5. The making of minor adjustments. Set-ups and changeovers which are necessary.
6. Performance of research work or work of an experienced nature involving the development of new processes and new methods of operation.
7. To verify the performance of equipment.
8. To assure the quality of its product or products.

B. None of the assignments in 1 through 8 above will result in any bargaining unit employee being sent home, if such assignment is the employee's normal job description. When bargaining unit employees are not available at work to perform the required work, when, in management's discretion, the work should be performed.

ARTICLE XX NON-DISCRIMINATION

A. Code of Respect

Berry is committed to a work environment where all employees can thrive and meet their potential. With this in mind, the Berry Code of Respect serves as a guideline for appropriate behavior towards one another.

All Berry employees are expected to comply with the following:

1. Treat all individuals respectfully, recognizing their human dignity, regardless of their diverse human characteristics or cultural or religious backgrounds.
2. Contribute to a work environment that is free of hostile and offensive behaviors.
3. Have the right to speak out without fear of retaliation when actions of others violate the workplace rights of any individuals.
4. Will not use abusive, profane, or harassing language when communicating via e-mail or using the Internet.
5. Respect the opinions of others and address conflicts without engaging in conduct which is injurious, offensive, threatening, intimidating, coercing, or that interferes with other employees.
6. Respect others' privacy in their personal lives, and the right to balance work and family responsibilities.
7. Will not participate in the use of disrespectful language, gestures, or offensive pictures or cartoons that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or by Company policy.
8. Always be fair and courteous to fellow employees, customers, suppliers, or people who work on behalf of Berry and respect their personal property.

B. Equal Employment Opportunity

Berry provides equal employment opportunity to qualified persons without regard to race, color, gender, sexual orientation, gender identity, pregnancy, religion, creed, national origin, veteran status,

disability, age, genetic information, genetic predisposition or carrier status, or any other category protected by local, state or federal law. Our policy relates to all phases of employment, including recruitment, hiring, promotion, training, demotion, transfer, layoff, recall, and termination, rates of pay, employee benefits, and participation in all Company-sponsored employee activities. This policy also applies to vendors and third parties.

C. Non-Harassment, Discrimination, and Retaliation

The Company expressly prohibits discrimination, harassment, and retaliation based on race, color, gender, sexual orientation, gender identity, pregnancy, religion, creed, national origin, veteran status, disability, age, or any other category protected by law. The Company prohibits any actual or attempted reprisals or retaliation against an employee who raises a concern that this policy has been violated or who cooperates in related investigations. The Company takes all allegations of discrimination, harassment, and retaliation very seriously and is firmly committed to ensuring a workplace free of those discriminatory activities. Anyone engaging in discrimination, harassment, or retaliation is subject to disciplinary action up to and including termination.

D. Definition of Harassment

Harassment that is forbidden by this policy can take several forms, including but not limited to:

1. **Sexual Harassment.** This includes unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where the individual is made to feel as if he or she must agree to the request or submit to the advance in order to get favorable treatment at work. Sexual harassment also includes sexually oriented conduct and communications which unreasonably interfere with an employee's work performance or create an intimidating, hostile, or offensive environment.

Unwelcome sexual advances violate this policy even if directed at a co-worker, temporary worker, supervisor, customer or vendor. While not exhaustive, the following is a list of some examples of sexual harassment:

- a. Unwanted sexual advances or propositions.
- b. Offering employment benefits in exchange for sexual favors.
- c. Making or threatening reprisals after a negative response to a sexual overture.

d. Visual conduct such as leering, making sexual gestures, displaying or distributing sexually suggestive objects or pictures, cartoons or posters.

e. Verbal conduct such as making or using sexually derogatory comments, epithets, slurs, or jokes.

f. Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.

g. Physical conduct such as unwanted touching, assault, or impeding or blocking movements.

2. **Other Harassment.** Harassment based on race, color, religion, creed, national origin, veteran status, disability, age or any other category protected by law can include any verbal, written, or physical act in which such a protected characteristic is used to make an employee uncomfortable at work or interferes with an employee's ability to perform his or her job.

Harassment based on a legally protected category may take many forms. While it is impossible for the Company to provide an exhaustive list, the following is a list of some examples of harassing behavior that is prohibited:

a. Jokes or insults that refer to race, color, gender, sexual orientation, gender identity, religion, creed, national origin, veteran status, disability, age, or any other category protected by law.

b. Posting or distributing cartoons, drawings, or any other material that negatively reflects a person's race, color, gender, sexual orientation, gender identity, religion, creed, national origin, veteran status, disability, age, or any other category protected by law.

c. The use of slurs or other offensive language.

Please note that it is not the intent of the action but the perception of the action committed which may lead to an allegation of harassment.

ARTICLE XXI
NO STRIKE

A. During the life of this Agreement or any extension hereof, whether written or oral, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes including but not limited to, economic, sympathy, unfair labor practice, slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly, with the Employer's operations or the production or sale of its products for any reason.

B. Any employees who violate this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement. In administering such discipline, the Employer may distinguish between leaders and other participants in the unauthorized activity.

C. In the event of a strike or any other activity in violation of this provision, representatives of the Union shall have an affirmative duty to take any immediate steps necessary to halt the activity, to inform each participating employee that the activity is unlawful under the provisions of the Agreement, and to take any other such appropriate action in order to terminate any such interference with the Employer's operations, including maintenance and recognition of any picket line. Failure to perform such affirmative duty on the part of any employee representative of the union will subject the employee representative to disciplinary action including discharge, regardless of the imposition or degree of discipline imposed on any other employee participants, and such action shall not be subject to the grievance or arbitration provisions of this Agreement.

D. Any claim or suit for damages resulting from the Union's violation of this Article shall not be subject to the arbitration provision of this Agreement.

E. The Employer agrees it will not lock out employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout. Such reduction is governed by the layoff provisions of this Agreement.

**ARTICLE XXII
PAYDAY/PAYCHECKS PROCEDURE**

All Bargaining Unit Employees: Friday is payday on a biweekly basis. Employees will receive their paychecks through the Human Resource Office on payday Friday from 7:00am – 12:00 noon. Paychecks not picked up before noon will be transferred to their Department Supervisor until Monday. On Monday, paychecks not picked up will be certified mailed to the employee's home address on file. Direct deposit is encouraged and pay cards are available.

**ARTICLE XXIII
PROBATIONARY PERIOD**

A. An employee's probationary period shall be his initial 60 (sixty) calendar days of employment as a probationary employee. This period may be extended by up to an additional 30 (thirty) calendar days, by mutual agreement.

B. The Employer retains the right to discharge or discipline employees during or at the end of their probationary period, with or without cause, and the discharge may not be made the subject of 4 grievance either by the employee or by the Union.

C. A probationary employee shall not be entitled to any seniority or other benefits not required by law. No claim or grievance on behalf of a probationary employee shall be made by the Union or the employee during the probationary period.

D. Upon completion of the probationary period, the employee's seniority shall be retroactive to his last date of hire.

E. If a non-probationary employee is separated and subsequently re-hired, he shall be subject to another probationary period subject to this Article, Article XVIII, Leaves of Absence and Article XXIX, Seniority.

**ARTICLE XXIV
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the following employees:

A. All production employees in these classifications:

1. Machine Operators (Packers)
2. Material Handlers
3. Forklift Drivers

B. All other employees, including those in the following classifications, are excluded

from union representation and coverage of this Agreement:

1. Temporary employees
2. Quality Control Technician
3. Plant Scheduler
4. Truck Drivers
5. Logistics Office clerical
6. Office clerical employees
7. Line Forepersons
8. Supervisors and other Lead persons
9. Management personnel
10. Maintenance Employees

**ARTICLE XXV
RETIREMENT BENEFIT**

A. No retirement benefit will be provided to eligible employees in the unit.

B. Subject to the provisions of the Employer's 401(k) Savings and Employee Stock Ownership Plan (the "Plan"), notwithstanding anything to the contrary in the Plan, each employee subject to the Agreement between the Employer and the Union on February 1, 2000 shall become eligible to participate in the Plan.

Any Union employee who is hired after February 1, 2000 shall become a participant in the Plan after satisfying the eligibility requirements as described in the Plan.

**ARTICLE XXVI
SAFETY COMMITTEE**

A. The Safety Committee was organized to create and maintain employee's active positive interest in safety by stimulating awareness and participation in activities designated to control losses from injury and accidents. It provides an open forum discussion of topics relevant to safety issues and also provides a vehicle where employees can express their concern for the well-being of coworkers.

B. All bargaining unit employees must comply with all safety requirements including wearing of the necessary safety equipment, i.e., safety shoes, ear plugs, back braces, etc.

C. The head shop steward is a member of the Safety Committee and must attend all regularly scheduled Safety Committee meetings. If the head shop steward cannot attend a Safety Committee meeting an alternate must attend in his/her place. The Employer in its complete discretion may elect to eliminate the head shop steward or any alternate from membership on the Safety Committee for non-attendance at any Safety Committee meeting.

**ARTICLE XXVII
SAFETY SHOE PURCHASING PROGRAM**

Berry will provide safety shoes to all employees up to a maximum of \$125.00 on a one-time basis each fiscal year. Employees must obtain an authorization form from Human Resources before purchasing safety shoes. If an employee quits or resigns in the first ninety (90) days of employment, Berry has the authority to deduct this amount from the employee's final paycheck. If shoes are damaged beyond safe usage before annual renewal, EHS will make the decision to allow for replacement of safety shoes.

**ARTICLE XXVIII
SCOPE OF BARGAINING**

A. The Employer and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

B. Therefore, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain, collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants herein shall be made by an employee or group of employees with the Employer, and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing by the Employer and the Union.

ARTICLE XXIX SENIORITY

A. Seniority shall be defined as the employee's length of continuous service with the Employer in the bargaining unit commencing with the date and hour on which the employee began to work after last being hired.

B. Accrual of Seniority

1. Seniority shall not accrue to probationary employees during the probationary period. However, at the completion of the probationary period, the employee's seniority shall be considered to commence the date first worked as a probationary employee.

2. Seniority shall accrue during medical leaves of absences and during the period an employee is on layoff. Benefits, including but not limited to vacation pay and sick pay, shall not accrue during any leave in excess of thirty (30) days.

3. Seniority accrues while an employee is working for the Employer in a non-bargaining unit position for a maximum of one hundred eighty (180) calendar days. However, in the event an employee returns to the bargaining unit within one hundred eighty (180) calendar days from the date he left to work in a Company non-bargaining unit job, he will be credited with seniority during the time he worked in the non-bargaining unit job.

C. Loss of Seniority: An employee shall lose his/her accumulated seniority and seniority shall be broken for any of the following reasons:

1. If the employee voluntarily resigns.
2. If the employee is discharged for proper cause.
3. If the employee fails to report to work after a layoff, within seven (7) calendar days after receipt of, or first date of attempted delivery of, a written notice of recall sent by the Employer to the employee at his/her last address of record on file with the Employer.
4. If the employee is on layoff which either extends (a) in excess of one (1) year, or (b) for the period of the employee's length of service, whichever is less.
5. If the employee is absent three (3) days without notifying the Employer.
6. If the employee fails to report to work at the expiration of a leave of absence pursuant to this Agreement.
7. If the employee takes employment elsewhere during the period of contractual leave of absence without the express consent of the Employer.
8. If the employee is absent as a result of illness, accident or injury on the job for a period equal to the employee's length of continuous service up to but not exceeding twelve (12) months.
9. If the employee is promoted to a non-bargaining unit position, and remains in that position for more than one hundred eighty (180) calendar days.

An employee whose seniority is lost for any of the reasons outlined in this paragraph shall be considered as a new employee if he/she is again employed by the Employer. The failure of the Employer to rehire such employee shall not be subject to the grievance and arbitration provisions of this Agreement.

D. Layoff: In the event the Employer desires to reduce its staff by laying off employees, it shall do so by department in the following manner.

1. Probationary employees within the department the Employer desires to reduce, shall be laid off first without regard to their individual periods of employment.
2. If a further reduction of personnel within the department is needed, non-probationary employees in such department shall be laid off on the basis of their seniority.

3. In the event employees are scheduled to be laid off in one department and there exists a vacant position(s) in another department which the employee(s), in the judgment of the Employer, has or have the ability to perform, such vacant position(s) shall be offered to employee(s) scheduled to be laid off in accordance with their seniority. In such circumstances, the employee will be subject to the qualifying period set forth in Article XX.IV except that if the employee does not satisfactorily perform, he/she shall resume his/her laid off status.

E. Recall

1. Whenever a vacancy occurs in a department, employees who are on layoff in that department shall be recalled in reverse order in which they were laidoff.

2. If a vacancy occurs in a department where no employees in that department have recall rights, laid off employees in other classifications shall be offered the position in accordance with their accumulated bargaining unit seniority provided such employee(s), in the judgment of the Employer, has or have the requisite ability to perform the work. If an employee is recalled under such circumstances, he/she shall be subject to the qualifying period set forth in Article **XXIV**, except that if the employee does not perform satisfactorily, he/she shall resume his/her laid off status.

3. Probationary employees who have been laid off have no recall privileges.

F. Employee Addresses: It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number and to notify the Employer immediately, in writing, of any change thereto.

G. Seniority rights for employees shall prevail at all times. For overtime purposes, seniority shall be determined on a departmental basis. Overtime shall be offered to the employees in the same classification first, prior to any other departmental classification being utilized.

H. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. A new seniority list shall be posted each six (6) months with a copy to the Local Union. Any protest to the seniority list must be made in writing, with a copy to the Employer and the Union, within thirty (30) days from the date of posting of the seniority list. In the event no protest is made, the seniority list, as posted, shall be considered correct and final.

Controversies regarding seniority shall be settled by the Employer and the Union. Failing a settlement by these parties, the controversy shall be processed under the grievance and arbitration procedure set out in this Agreement.

I. Departmental seniority shall determine call-in for extra work, off duty work, and holiday work. However, departmental shift seniority shall be used when overtime is needed on an emergency basis. In the event no senior employee elects to perform any of the aforesaid work, it will be assigned to the most junior employee within the job classification, who must accept the assignment. However, the Employer may fill overtime without regard to departmental shift seniority when overtime is needed on an emergency basis.

**ARTICLE XXX
SICK PAY**

A. After completing one full year of active service with the Company, each employee will become eligible for sick pay as follows:

1. In order to receive earned sick pay an employee must call in his absence as set forth in Article 11, Absenteeism.

2. Sick pay accumulates as follows:

Length of Company Service	Sick Time Earned
1 Year of Service	8 hours
2 Years of Service	16 hours
3 Years of Service	24 hours
4 Years of Service	32 hours
6 or more Years of Service	40 hours

3. Any unused sick pay shall be paid for by the Employer within two (2) weeks after the end of the calendar year, provided the employee is still employed.

4. A doctor's certificate may be required for illnesses of two (2) days (16 and/or 24 hours) or more, and will be required for three consecutive scheduled days or more, in order to receive sick pay.

5. Employees who permanently leave the payroll are not paid unused sick pay.

**ARTICLE XXXI
STEWARDS**

A. The Employer recognizes the right of the Local Union to designate a head job steward and a steward alternate from the Employer's seniority list. The authority of the head job steward and the alternate so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with his/her Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement; and

2. Attendance at all Safety Committee meetings as specified in Article XXVII.

B. Unless given prior authorization by management otherwise, the head job steward or his/her alternates shall engage in activities related to the administration of this Agreement on nonworking time (e.g., when the head job steward and the affected employee(s) are both on scheduled break time or off their scheduled shift.)

C. The Union will advise the Employer which employees will serve as the head job steward upon their appointment by the Union. The Union will notify the Employer of any changes in these assignments.

**ARTICLE XXXII
UNION MEMBERSHIP**

A. All present employees who are members of the Union shall, as a condition of the continued employment, continue and maintain their membership in good standing in the Union during the life of this Union Agreement through regular payment of membership dues (including initiation fees) to the Union.

B. All present employees who are not members of the Union and all employees hereafter employed by the Employer, shall, as a condition of their continued employment, become and remain members of the Union within thirty (30) days after the effective date of this Agreement, the date of the signing of this Agreement, or the date of employment, whichever is later, and shall thereafter continue

and maintain membership in good standing in the Union during the life of this Agreement through regular payments of membership dues (including initiation fees) to the Union.

The Union agrees to make membership in the Union available to all employees in the unit covered by this Agreement on the same terms and conditions as are generally applicable to the other members of the Union.

C. Upon receipt of a written notice from the Union to the Employer that an employee is not a member in good standing in the union, as herein provided, such employee, in the discretion of the Employer, may be forthwith discharged and, provided further, that the exercise or non-exercise by the Employer of such discretionary power shall not be grounded upon, or have as its purpose, any attempt to undermine the membership of the bargaining unit or to interfere with any other legal and reasonable Union activity.

D. During the life of this Agreement the Employer agrees to deduct Union membership dues (including initiation fees) the first pay day each month from the pay of each employee who executes an "Authorization for Check-off of Dues" form.

E. All present authorizations heretofore given to the Employer for check-off of Union dues shall become ineffective only if revoked by registered mail to the Employer and to the Union during the period of five (5) days immediately succeeding the termination date of any said applicable collective bargaining agreement or said yearly period, whichever occurs sooner, and shall be automatically renewed- as an irrevocable check- off authorization for successive periods of one year or for the period of each succeeding applicable collective bargaining agreement between the Employer and the Union, whichever shall be shorter.

F. Nothing herein contained, however, shall obligate the Employer to make payment of any sums to the Union other than such sums as are actually retained by the Employer for Union or initiation dues and, under no circumstances, shall this contract create any financial responsibility on the part of the Employer other than as specifically set forth herein.

G. All monies thus checked off shall be remitted by the Employer to the Union not later than the 15th of each month.

H. The Union shall hold harmless, defend and indemnify the Employer, its employees and agents with respect to any and all claims, liabilities, costs and expenses (including attorneys' fees) arising out of or in connection with this Article or any action taken under it.

ARTICLE XXXIII VACATIONS

A. We believe that employees need vacation time to provide a period of rest and recreation. Time away from work to relax and pursue special interests is important. Full-time employees with continuous years of service are eligible for paid vacation according to the schedule below.

1. Employees with less than 2 years of service will earn 40 hours of vacation time during the year on a weekly basis (approximately .77 hours per week).

2. Employees with 2 years of service but less than 6 years of service will earn 80 hours of vacation time during the year on a weekly basis (approximately 1.54 hours per week).

3. Employees with 6 years of service but less than 15 years of service will earn 120 hours of vacation time during the year on a weekly basis (approximately 2.31 hours per week).

4. Employees with 15 or more years of service will earn 160 hours of vacation time during the year on a weekly basis (approximately 3.08 hours per week).

B. New employees start earning vacation as of their date of hire. New employees must be employed for 90 days prior to using and/or receiving any compensation for vacation time.

C. Employees wishing to take more than two consecutive weeks of vacation must obtain approval from their supervisor and from Human Resources.

D. Vacation must be used within the year in which it is earned and may not be carried over to the next year. Earned vacation that is not used within the year will be forfeited. Employees that are eligible for at least 120 hours of annual vacation may elect pay in lieu of time off for 40 of those hours.

E. Vacation pay is calculated based on the employee's hourly base rate, not including shift differential. Vacation hours will not be used for the purpose of calculating overtime.

F. The annual vacation period is October 1 through September 30. Annual vacation may be taken in advance of being earned. Employees leaving the company will receive compensation for earned vacation not used. Vacation pay which has been advanced, but not earned, may be deducted from the final paycheck as allowed by law.

G. Vacation will accrue for the first 12 weeks of any type of leave, including FMLA leave, but will stop accruing after that 12 week period.

Effective February 1, 2020, this vacation article shall take effect and replace the vacation article under the parties' prior agreement, and any earned and unused vacation under the prior vacation article can be used up to October 1, 2020 or shall be paid out on October 1, 2020 if unused. This article shall be applied so that any existing employees as of the date of this Agreement will not be reduced in the amount of earned vacation as of February 1, 2020.

ARTICLE XXXIV VISITATION RIGHTS

A. Authorized agents of the Union shall have access to the Employer's plant during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to.

B. The business representatives shall notify the Plant Manager or his designee in advance of the visit in order to make mutually convenient arrangements for the visit.

C. The agents shall in no way stop, hamper or interfere with the normal flow of work, or hold group meetings.

D. Upon arrival at the plant, the agents shall report to the Employer's front office and shall advise the Employer of their visit, the purpose of the visit, and the individual with whom they may wish to confer.

**ARTICLE XXXV
WAGE RATES**

During the term of the Agreement (Article XXXVI), bargaining unit employees shall be entitled to salary increases as follows:

1. Effective February 1, 2020 bargaining unit employees shall be entitled to an increase of \$1.40 to their base hourly rate.
2. Effective February 1, 2021 bargaining unit employees shall be entitled to an increase of 3.0% to their base hourly rate.
3. Effective February 1, 2022 bargaining unit employees shall be entitled to an increase of 3.0% to their base hourly rate.
4. Effective February 1, 2023 bargaining unit employees shall be entitled to an increase of 3.0% to their base hourly rate.
5. Effective February 1, 2024 bargaining unit employees shall be entitled to an increase of 3.0% to their base hourly rate.

The maximum wage rate for each classification will increase to allow all of the 3% increases to take effect for the term of this Agreement.

B. New hire starting hourly rate is \$13.00 per hour.

C. The Employer may from time to time have a union incentive program, which will be administered by the Employer for some of its production employees including bargaining unit members. This incentive program is voluntary on the part of the Employer and is not subject to negotiation and may be withdrawn at any time.

**ARTICLE XXXVI
NEW JOB CLASSIFICATIONS**

In the event a new job classification is created by management pursuant to Article XVIII, Management Rights, management will discuss the proposed rate with the Union. In the event the Union and the Employer cannot agree on a final rate, the Employer may implement the Employer's last proposed rate.

**ARTICLE XXXVII
DURATION**

A. This Agreement shall be in full force and effect from February 1, 2020 to and including January 31, 2025, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration. The parties agree that: (a) the expiration date of the Collective Bargaining Agreement that immediately succeeds this Agreement shall revert back to January 31st and (b) this agreement shall survive the January 31, 2020 expiration, and any extension thereof, of this Collective Bargaining Agreement.

B. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least sixty (60) days prior to contract anniversary date advising that such party desires to revise or change terms or conditions of such Agreement.

C. Revisions agreed upon or ordered shall be effective as of February 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the parties fail to agree therein.

The parties having reached agreement, and having set out the Agreement on preceding pages, acknowledge their agreement by affixing their signatures below.

INTERNATIONAL CHEMICAL WORKERS COUNCIL of the UNITED
FOOD AND COMMERCIAL WORKERS OF AMERICA, LOCAL UNION
195T

Sign

Date

Print

BERRY GLOBAL INDUSTRIES, Inc.

Sign

Date

Print