

CROWN

Brand-Building Packaging™

Agreement

Between

**CROWN CORK & SEAL USA, INC.
FOOD DIVISION
Toledo Plant #52**

And

**UNITED STEEL PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION, ON BEHALF
OF LOCAL UNION 87-3 AFL-CIO-CLC**

May 5, 2014 through April 30, 2017

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AGREEMENT

This Agreement has been made and entered into on the 5th day of May, 2014 by and between CROWN Cork & Seal USA, Inc. Plant No. 52, Toledo, Ohio (hereinafter referred to as the Company) and the United Steel Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union on behalf of Local Union 87-3 AFL-CIO-CLC (hereinafter referred to as the Union).

ARTICLE 1 - PURPOSE OF AGREEMENT

The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. The parties agree that proper attitudes must be based on full understanding of the Company and the Union. They further agree that these attitudes can be encouraged best when it is made clear that Company and Union Officers whose duties involved negotiation of this Agreement, are not anti-Union or anti-Company, but are sincerely concerned with the best interests and well-being of the business and all employees.

The parties pledge themselves to a renewed effort to overcome the influences which have interfered with full attainment of the above-mentioned goal. By such arrangement the parties believe that they, as persons of good will with sound purpose, may best protect private enterprise and its efficiency in the interest of all, as well as the legitimate interests of their respective organizations within the framework of a free society in which regard for fact and fairness is essential.

ARTICLE 2 - UNION RECOGNITION

The Company recognizes and will deal with the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment for all production and maintenance employees employed by the Company at its plant located at 5201 Enterprise Blvd., Toledo, Ohio, excluding office and clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act.

It is understood and agreed that the Company shall not negotiate the settlement of a grievance by any individual employee except with and through the Union, and the Company will deal with the Union through the duly accredited representatives thereof.

ARTICLE 3 - UNION SECURITY

Section 3.1 - Union Membership and Service Charge

Each employee who, on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the effective date of this Agreement and each employee who is hired

thereafter shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is later, acquire and maintain membership in the Union.

Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee who would be required to acquire or maintain membership in the Union if the above provision could be lawfully enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as permitted by existing law, as a condition of employment or the effective date of this Agreement, whichever is later, to pay the Union each month a service charge as a contribution towards the Union's collective bargaining representative expenses. The amount of the service charge, including an initiation fee, if applicable, shall be designated by the Union's International Secretary-Treasurer.

Section 3.2 - Check-Off

The Company will check off monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the Union's International Secretary-Treasurer, effective upon receipt of individually signed voluntary check off authorization cards. The Company will make these deductions from the employee's wages. The Company shall promptly remit any and all amounts so deducted to the Union's International Secretary-Treasurer.

The International Secretary-Treasurer of the Union will notify the Company as to authorized deductions for initiation fees, assessments, and monthly dues.

Section 3.3 - Protection by Union

The Union shall indemnify the Company and hold it harmless against and all claims, demands, suits, and liabilities that shall arise out of any written information given to it by the Union or by reason of any action taken by the Company for purpose of complying with this Article.

Section 3.4 - Union Activities on Company Time

Because the Union does not want to interfere with production, it will not allow any of its officers or members to carry on Union activities during working hours except as provided elsewhere in this Agreement.

Section 3.5 - Membership Application and Check-Off Authorization Cards

In order to promote harmonious relations between the parties, the Company will suggest that each new employee voluntarily execute an authorization for the check off of amounts due or to be due. A copy of the card will be forwarded at the time of signing to the Financial Secretary of the Local Union.

The Union's International Secretary-Treasurer shall notify the Company in writing of any employee who is in violation of any provision of this Article.

Section 3.6 - P.A.C. Fund

Notwithstanding any other provisions of the plan, the Company during the life of any Collective Bargaining Agreement applicable to employees covered by the plan shall deduct dues and P.A.C. contributions from any monthly retirement benefit otherwise

payable to any retired employee who shall have duly authorized such deduction(s) as a member of the Steelworker Organization of Active Retirees (SOAR) on a form acceptable to the Company to the extent permitted by applicable federal and state law and regulations, and to remit such amount to the Treasurer of the United Steelworkers and, where appropriate to the Treasurer of the United Steelworkers P.A.C. Fund.

The Company will provide the facility for payroll deductions for voluntary contributions by active employees to the United Steelworkers P.A.C.

ARTICLE 4 - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Company shall manage the plant, direct the working forces, plan, direct and control the plant operation, hire, promote and demote, discipline, suspend or discharge for just cause, relieve employees from duty because of lack of work and for other legitimate reasons, introduce new and improved production methods or facilities or change existing production methods or facilities, improve quality, reduce costs, and establish and attain reasonable work and performance standards.

ARTICLE 5 - EQUAL EMPLOYMENT

Section 5.1 - No Discrimination

The Company is committed to providing equal employment opportunity to all qualified persons; to prohibit discrimination in employment because of race, color, religion, sex, national origin, age, disability, veteran status, union membership, status or lawful activity, or any other characteristic or status protected by law and to promote equal employment opportunity.

There will be no discrimination, interference, restraint or coercion by the Company or any of its agents against any member because of his or her lawful Union activities.

Any references in this Agreement to the masculine gender shall equally apply in the feminine.

Section 5.2 - Joint Civil Rights Committee

A Civil Rights Committee shall be established at each company location for the purpose of resolving any questions of discrimination, which may arise, as referred to in Section 5.1 of this Article. Union representation shall consist of no more than three Committeepersons. The names of these Committeepersons shall be supplied to local management by the Local Union and conversely Company members' names shall be supplied to the Local Union.

The Committee shall meet at mutually agreeable times or upon the request of either party. Minutes of the Civil Rights Meeting will be prepared by the Company, and a copy will be furnished to the Local Union. They shall review matters involving discrimination and act as an advisor to the Company and Local Union. However, processing of grievances, including those which may arise under this Article, shall continue to be the function of the grievance committee or steward, and must be processed in keeping with

the steps of the Grievance Procedure. The Chairman of the Grievance Committee may file a grievance in the second step alleging a violation of this Article.

Section 5.3 - Harassment

The Company will investigate any claims of harassment and all claims will be held in confidence.

Section 5.4 - Aged and Partially Disabled Employees

Aged and partially disabled employees will be treated in compliance with applicable laws.

ARTICLE 6 - SENIORITY

All permanent employees covered by this Agreement will enjoy the seniority rights of the bargaining unit.

An employee's seniority starts from the first day of hire in the bargaining unit, after satisfactory completion of the probationary period and after becoming a permanent employee. Seniority for those who have the same hire date will be determined by the last four (4) digits of their social security number with the lowest number having the least amount of seniority.

Section 6.1 - Probationary Period

The first ninety (90) calendar days shall be deemed a probationary period and during such probationary period an employee may be transferred, laid off, or terminated at the discretion of the Company. Performance and work habits will be reviewed by the Company during the probationary period. During this probationary period no grievances can be raised in connection with layoff or discharge of such probationary employee; provided that this will not be used for purpose of discrimination because of race, color, religious creed, national origin, or sex or because of membership in the Union. The Company shall notify the Union when a new employee has completed ninety (90) calendar days. Probationary employees continued in the service of the Company subsequent to the ninetieth (90th) calendar day shall receive full continuous service credit from the date of hire.

Section 6.2 - Promotions, Transfers, Job Vacancies

Seniority is maintained in order to establish methods and procedures in promotions, layoffs and recalls from layoffs, with the bargaining unit.

Promotions, transfers, and the filling of vacancies shall be made following the principles of seniority, provided the senior employee has the ability and physical fitness to perform the required work.

- A. A promotion is defined as the assignment of an employee to a permanent job opening in a higher rated job classification which the employee has not previously performed.
- B. A transfer is defined as the assignment of an employee to a job which he has previously performed.

- C. A permanent job vacancy is defined as:
- 1) a newly created job; or
 - 2) A job which is vacant due to a promotion or transfer; or
 - 3) Illness, accident or authorized leave of absence where the employee is absent ninety calendar days, or
 - 4) Any other similar reason and which must be filled in order to meet production requirements at the plant.
- D. A temporary job vacancy is defined as vacancy which is caused due to:
- 1) Vacation, layoff for inventory or temporary transfers; or
 - 2) Illness, accident or authorized leave of absence where the employee is absent less than ninety calendar days, or
 - 3) Any other similar reason.

Section 6.3 - Filling of Vacancies

All vacancies will be filled by transfers and when all eligible employees have been exhausted, the vacancies will be filled by promotion.

When temporary assignments are necessary within a shift, these will be made in accordance with the immediate needs and the Company will make all reasonable efforts to respect seniority.

Promotions and transfers to all job classifications will be made on a plant-wide basis, provided the senior employee has the skills/ability and is physically capable to perform the essential duties required.

Section 6.4 - Bidding Procedure for Job Vacancies

All job openings in production job classifications shall be filled by promotion through the job bidding procedure as outlined below. The Company shall post a notice in a conspicuous place for forty-eight (48) hours noting if the job is permanent or temporary, the job title, grade, minimum job requirements and the shift or crew where the opening exists. A copy of each job posting will be given to the Local Unit Chairman. Employees wishing to be considered may apply by completing, signing and returning a job bid form provided by the Company during the posting period. Should no applicants submit an application within the posting period, the Company may fill the position by a temporary transfer of an existing employee and/or from applicants outside of the Company.

A. Permanent Job Vacancies:

An employee may bid lateral; however, if awarded the job, they shall forfeit all rights to bid on future job openings, permanent or temporary, for a period of one (1) year from the date awarded the job. An employee who is absent when a job opening is posted, but who returns to work within the ten (10) days following the expiration of the job opening posting period, may exercise their seniority rights and apply for the job opening on the before-mentioned form, provided they do so within forty-eight (48) hours after returning to work at the plant. Posted job openings will be filled by the successful bidder no later than two (2) weeks after the job bid posting has been removed from the board.

B. Temporary Job Vacancies:

Openings extending beyond fifteen days shall be filled by temporary bid on the first day of the appropriate cycle following the twenty-fifth (25th) day of absence. These periods shall be less where the Company has advance notice that the opening will exist. Employees may not bid laterally or downward. If no employee bids on the opening, then the job shall be filled by the least senior employee on the shift or crew. The Company shall maintain a record of all temporary bids awarded. During periods of cutbacks and/or layoffs employees within the affected job classification by temporary bid shall be removed prior to permanent job bid employees.

After eighty (80) calendar days, a vacancy filled by temporary job bid shall be rebid as a permanent job vacancy. Should the employee whose absence caused the vacancy return to work before the ninetieth day the bid shall be voided and the absent employee and the replacement will be returned to their former jobs; or if the former job does not exist, then the employee shall exercise his seniority to be assigned to the highest rated job on his preferred shift or crew on which he is qualified, provided he has more seniority than the incumbent.

Should the employee whose absence caused the vacancy return to work after the ninetieth day (90), they shall be returned to their former job. If the employee no longer has seniority to hold their former job or if the former job does not exist, then the employee shall exercise his seniority to be assigned to the highest rated job on his preferred shift or crew on which he is qualified, provided he has more seniority than the incumbent.

Section 6.5 - Qualification

An employee who is promoted pursuant to section 6.4 and fails to qualify or who elects to give up the bid during the evaluation period, or who is later disqualified by the Company will be returned to his former job provided he has more seniority than the incumbent. In the event that the employee's former job has been eliminated, or he has less seniority than the incumbent, then the employee shall exercise his seniority and shall be assigned to the highest rated job he is qualified for, and at his preferred shift/crew, provided he has more seniority than the incumbent.

An employee who is promoted pursuant to section 6.4 shall be given an evaluation period as follows:

| | |
|-------------------------------------|-----------------------|
| Coil Shear Maintainer/Trainee | up to 30 days of work |
| Coater Operator | up to 30 days of work |
| Waste Treatment Operator | up to 30 days of work |
| Payoff Operator | up to 15 days of work |
| Rewind Operator | up to 15 days of work |
| Quality Control | up to 15 days of work |
| Slitter Operator | up to 15 days of work |
| Material Handler | up to 10 days of work |
| Shipping and Receiving | up to 10 days of work |

An employee, who is awarded a job bid, will be paid 95% of the appropriate rate of the job and be appraised weekly until the successful completion of the evaluation period.

Appraisals will be written and reviewed with the employee. An employee who is promoted and fails to qualify will be permitted one (1) additional opportunity to bid and be awarded the same job, provided such bid and job award may not occur prior to a lapse of thirty (30) calendar days from the date of the first disqualification. An employee who gives up the bid during the evaluation period will be permitted one (1) additional opportunity to bid and be awarded the same job, provided such bid and job award may not occur prior to a lapse of one (1) year from the date they last bid.

A job vacancy as a result of a disqualification or an employee giving up the bid within thirty (30) days of the last bid posting shall be filled from the prior posting. Openings that occur after thirty (30) days shall be bid again.

If the employee so disqualified feels that they were improperly disqualified or disqualified without justifiable reason, they may seek redress through the grievance procedure.

An employee may be relieved of their current job assignment voluntarily due to health reasons. The employee shall submit to management for their review, verification and approval a doctor's certification stating the health reason(s) in question. The Local Union shall be notified of such approval.

The Company shall place no disqualification letter in any employee's file without their and the Union's knowledge.

Section 6.6 - Shift Preference

When the Company operates a multiple shift operation employees shall have preference as to the shift or crew. When working a continuous operation schedule, they will work on the basis of their seniority within their Job Classification. Other than on the dates as specified in A and B below shift or crew changes shall only occur when an opening exists within a classification as the result of:

- 1) A layoff;
- 2) A recall from a layoff;
- 3) A new employee completes his probationary period;

All of the rights set forth in this paragraph shall be subject to the necessity of providing adequate coverage of experienced personnel on each shift and/or crew:

The Company will endeavor to make transfers involving a shift change on Monday and crew changes on the first day of the employee's personal work schedule when working a continuous operations schedule, unless production requirements necessitate an immediate change. Any error or assignment by the Company will be corrected immediately.

Each employee may submit a Shift/Crew Preference form showing the order of their desired shift and/or crew. These forms must be submitted as follows:

- A. New or changed Shift/Crew Preference forms must be turned in by March 15th at the plant Human Resources office to be honored on the Monday or the first day of the employee's personal work schedule following the first (1) Sunday in April of each year.

- B. New or changed Shift/Crew Preference forms must be turned in by October 15th at the plant Human Resources office to be honored on the Monday or the first day of the employee's personal work schedule following the last Sunday in October of each year.

The last Shift/Crew Preference submitted shall be honored as vacancies occur. An employee, who does not resubmit a new Shift/Crew Preference form shall have their shift or crew preference based on their last form on record with the Company.

Section 6.7 - Records of Bids / Seniority List

The workers from time to time will perform different types of work as a result of transfers or promotions. A record of every bid job performed by each employee will be filed by the Company and will be available to the Union for inspection, upon request.

A seniority list of all employees in the bargaining unit will be established. The list shall include all employees in order of their hiring date. The Company will furnish a revised seniority list every six (6) months to the Local Union Chairman and to the International Union Representative.

Section 6.8 - Cutbacks, Layoffs and Recalls from Layoffs

The parties recognize that job security in the event of cutbacks and/or layoffs and recall from layoffs should increase in proportion to seniority, and that in the administration of this section the intent will be that whenever applicable, full consideration shall be given to seniority in such cases.

When cutbacks and/or layoffs are made:

If there is a cutback or layoff in the Maintenance Job Classifications, maintenance employees within the affected classification will be cutback and/or laid off in inverse order of seniority. Production employees will not be affected by a cutback or layoff of employees within Maintenance Job Classifications.

If there is a cutback or layoff in the Production Job Classifications, maintenance employees will not be affected due to their skills/ability. Employees in Production Job Classifications affected by the cutback and/or layoff will exercise their seniority to obtain the highest rated job which they are qualified to perform (previously held by permanent or temporary bid), on their preferred shift or crew, which is being performed by an employee with less seniority. In the event the affected employee has not performed any other job, he, nonetheless, may replace an employee with less seniority in the Material Handler job classification. "Qualified to perform" is defined as:

- 1) Having previously held the job by permanent or temporary bid, or
- 2) Where the Company and the Union mutually agree that the employee is qualified based on their prior performance of the job, or
- 3) As a result of temporary assignments, the employee has worked a minimum of 480 hours in the job over the prior two (2) year period and has satisfactorily performed the essential functions of the job, or
- 4) The Company deems the employee as qualified prior to completing the 480 hours as stated above

The first week of each month the Company shall update and post a list sampling which jobs employees are qualified for. It is the responsibility of each employee to monitor their temporary assignment hours worked and communicate those hours to management each month for purposes of meeting subparagraph 3 above. The Unit Chairperson will be given a copy of the updated list monthly.

The Union will be notified of layoffs immediately, if possible, but in no case later than the day following. Employees to be laid off shall be notified by the Company as far in advance of the layoff as is practicable, but no less than four (4) hours before the end of the shift.

In recall from layoff, employees shall be recalled to work in the reverse order of their layoff. The Company will notify the laid off employee, in writing, by certified mail, return receipt requested, at the employee's last known address, that his job is again available. The employee must keep the Company informed of his correct address. The Company will give the Union a list of the employees who are being recalled.

When emergency conditions such as mechanical breakdowns arise which necessitate a temporary layoff, an employee may be laid off for the balance of his shift without regard to seniority; however, the Company will make reasonable effort to follow seniority.

Section 6.9 - Preferential Seniority

Notwithstanding their position on the seniority roster, preferential seniority in cases of layoff or recall shall apply to a total of not more than five (5) local union officers and grievance Committeepersons who are actively engaged in the grievance procedure, provided there is work available which they have the skills/ability and are physically capable to perform the essential duties required. The employees to whom preferential seniority will apply will be designated to the Company in writing.

Section 6.10 - Seniority Break

An employee's seniority is broken when he:

- A.** Quits, including:
 - 1) Voluntary resignation;
 - 2) Fails to report for work for three (3) working days and does not give a satisfactory explanation for not reporting;
 - 3) Fails to report for work within three (3) working days after being notified, in writing, by certified mail, return receipt requested, at the employee's last known address, to return to work after a layoff, and does not give a satisfactory reason for not reporting. However, an employee who is actively employed elsewhere and who has notified the Company of such employment at the time they are hired at their new location will be granted up to five (5) work days to report provided they call the Company prior to their scheduled day of recall as to the time they need, but not to exceed five (5) days.

- B.** Is discharged for just cause.

There shall be no break in continuous service for an employee due to layoff, physical disability other than occupational injury, or permanent shutdown, unless

such absence continues for a period equal to the employee's accumulated length of service but not less than one (1) year or more than five (5) years. However, absence due to a compensable disability that continues in excess of one (1) year and was incurred during hours of employment shall not act to break service provided the employee returns to work within thirty (30) days after the final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment.

Continued absence in excess of one (1) year shall not be included for any benefits under this or any other agreement between the Company and the Union, including (but not limited to) vacation benefits, insurance benefits, etc.

Section 6.11 – Temporary Employees

The Company may hire temporary employees, subject to Articles 2 and 3 of this Agreement. Such employees shall:

- A. Be hired on a temporary basis between May 15 and September 15.
- B. Not accumulate seniority for any reason nor shall they be entitled to any benefits provided to regular employees except they shall receive holiday pay if otherwise eligible.
- C. Be paid rates applicable to a new employee.
- D. Be scheduled for absences.
- E. Be considered a probationary period employee for the term of their employment under Section 6.1 with no continuous service credit.
- F. Not eligible for job bids.
- G. Offered overtime after all regular employees are scheduled on a shift.
- H. Be terminated before any regular employees are laid off due to a reduction in force.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1 - Intent of Article

This Article is intended only to provide a basis for calculating an employee's pay, including overtime premiums, and shall not be construed as establishing, limiting, or controlling the number of hours of work of any employee or the time or times at which he begins or finishes his work.

Section 7.2 - Work Week

For pay-calculation purposes, the work week shall start at 12:01 A. M. each Monday and end at 11:59 P.M. the following Sunday.

For purposes of scheduling, the normal work week shall be Monday through Friday, inclusive. However, should the Company deem it necessary to change, it shall provide advance notice to the Union.

Section 7.3 - Work Day and Normal Starting Times

For pay-calculation purposes, the work day shall be the twenty-four (24) hour period beginning with the time the employee is scheduled to begin work or the time he actually begins work, whichever is earlier.

When the Plant is operating a three (3) shift Conventional Schedule the normal starting times of shifts shall be:

| | |
|--------------|------------|
| First shift | 7:00 A.M. |
| Second shift | 3:00 P.M. |
| Third shift | 11:00 P.M. |

When the Plant is operating a one (1) or two (2) shift Conventional Schedule the normal starting times of shifts shall be:

| | |
|--------------|-----------|
| First shift | 7:00 A.M. |
| Second shift | 3:30 P.M. |

However, should the Company deem it necessary to change the starting times of shifts, it shall provide advance notice to the Union.

For purposes of scheduling, pay and/or benefits the first and second shifts shall be considered as having been worked on the calendar day the shift begins. The third shift shall be considered as having been worked on the calendar day the shift ends.

Employees assigned to work the second shift shall be paid a premium of twenty-five cents (\$0.25) per hour for all hours worked on the shift. Employees assigned to work the third shift shall be paid a premium of thirty cents (\$0.30) per hour for all hours worked on the shift.

Section 7.4 - Lunch/Break Periods

For a three (3) shift operation, each shift will have a twenty (20) minute paid lunch period. Employees will receive two (2) ten (10) minute paid breaks.

For a one (1) and two (2) shift operation, each shift will have a thirty (30) minute unpaid lunch period, except those who work paint line operations. Employees who work paint line operations shall receive eight and one half (8-¹/₂) hours pay. Employees will receive two (2) ten (10) minute paid breaks.

An employee who is required to work through their assigned unpaid lunch period shall be paid one half (¹/₂) hour of pay over and above the eight (8) hours.

Section 7.5 - Pay Day

Payday will normally be every Thursday, except for holidays and unforeseen circumstances which may occur.

Section 7.6 - Overtime - Conventional Schedule

The following applies to a five (5) day, forty (40) hour work week:

Overtime hours will be paid at one and one half (1-1/2) times base rate for all hours actually worked in excess of eight (8) straight time hours each day or forty (40) straight time hours each payroll week.

Section 7.7 - Continuous Operations

The Company may schedule the plant to operate continuously [seven (7) days a week, twenty-four (24) hours a day]. In such event, the following provisions respecting the conditions and methods of payment will apply, notwithstanding any other provision of this Agreement to the contrary. It is understood that all employees and/or operations shall not necessarily be placed on a Continuous Operation schedule.

- A. A payroll week shall be Monday through Sunday.
- B. An employee's work period may begin on days other than Monday.
- C. The work schedule may consist of two (2) twelve (12) hour shifts.
- D. The normal starting times of shifts/crews shall be 7:00 A.M. and 7:00 P.M., however the determination of daily starting times of shifts shall be made by the Company. The normal work schedule shall be a combination of days on and days off, known as a "4-4." The Company and the Union may mutually agree to an alternate schedule to the "4-4." The Company will give the Union at least seven (7) days notice of the implementation of a continuous operating schedule. Upon request, the Company will discuss such implementation with the Union and give due consideration to any proposals the Union may wish to make that are not inconsistent with this Section 7.7.
- E. Overtime pay for hours worked shall be as follows.
 - 1) One and one-half (1-1/2) times an employee's regular straight time hourly rate of pay for all hours worked in excess of forty (40) straight time hours in any work week.
 - 2) Two (2) times an employee's regular straight time hourly rate of pay for all hours worked in excess of twelve (12) in any work day, or on the seventh (7th) consecutive day worked in any work week.
- F. Employees who are assigned to work a twelve (12) hour shift shall be paid a premium of thirty (\$0.30) cents per hour for all hours worked on the night shift.
- G. When a holiday falls on an employee's regularly scheduled work day but is not worked by the employee, such employee shall be paid twelve (12) hours of holiday pay, unless the employee is scheduled to work and is absent for reasons deemed unacceptable to the Company. An employee who works on a holiday shall be paid in accordance with Article 8.

Notwithstanding Section 8.6, where the Company ceases operations for additional days in conjunction with a holiday, which results in a layoff of seven (7) days or less, employees will nonetheless be paid twelve (12) hours of holiday

pay, if the holiday fell on what otherwise would have been their scheduled day on.

- H. Employees will be provided a meal break of twenty (20) minutes. No employee shall be required to work six and one-half (6¹/₂) consecutive hours without a meal break, nor shall any employee be required to take his meal break before five (5) hours of work in any one shift.
- I. Employees will be provided three (3) relief periods, one (1) of fifteen (15) minutes in the first half of the shift and two (2) of ten (10) minutes in the second half of the employee's schedule shift.
- J. In lieu of the eight hours as provided in Article 11.4 - Reporting Pay- No Work Available, employees working a continuous operation schedule will be provided with twelve (12) hours of work and/or pay.
- K. In lieu of the eight (8) hours as provided in Article 11.3 - Jury and Witness Pay, employees working a continuous operation schedule will be provided with twelve (12) hours of pay.

Section 7.8 - No Pyramiding of Premium Pay

Nothing in this Agreement is to be construed so as to permit or require pyramiding of any premium pay. For example, any employee paid time and-one-half premium pay under any requirement of the Agreement or of law shall not be paid any additional amount of premium pay under any other provision of this Agreement.

Section 7.9 – Distribution of Overtime

When management determines that a job vacancy on a shift needs to be filled, an employee on the shift will be transferred (upgraded) except where management determines that it is more practical to use overtime to fill the vacancy. Where management determines the need for overtime is necessary, it shall be assigned to active employees using the following guidelines:

A. Conventional Schedule – Daily Overtime

When operating three shifts, other than the first and last shift in the payroll week, vacancies shall be filled utilizing the four and four overtime concept. In order of seniority, employees in the classification on the off going shift will hold over four (4) hours and employees in the classification on the oncoming shift will come in four hours early. Where an insufficient number of employees volunteer, the less senior employee in the classification on their respective shift shall be assigned to work. Where management for any reason is unable to fill vacancies utilizing the four and four overtime concept, the employee holding over may be offered to stay for the full eight (8) hours.

B. Conventional Schedule – Weekend and Holiday Overtime

Except where all employees in a classification on the affected shift are scheduled to work, employees in the classification shall be offered the available work in order of their seniority. Where an insufficient number of employees volunteer, the least senior employee in the classification on their respective shift shall be assigned to work. In cases when overtime is scheduled, the company will notify

the employee by Thursday of the work week or upon becoming knowledgeable for the need of overtime. Where additional employees are needed for plant operations on a specific shift, adjacent shifts will be scheduled in the same manner to fill needs on the specific shift.

C. Continuous Operation Schedules – Overtime

In order of their seniority, employees in the classification on the corresponding crew on their scheduled "off day" (day crew to day crew and night crew to night crew) shall be offered the available work before offering it to employees in the classification on the opposing crew on their scheduled "off day" (day crew to night crew and night crew to day crew). Where an insufficient number of employees volunteer, the least senior employee in the classification on the corresponding crew on their scheduled "off day" (day crew to day crew and night crew to night crew) shall be assigned to work. Where additional employees are needed for plant operations on a specific crew, adjacent crews will be scheduled in the same manner to fill needs on that specific crew.

D. Maintenance employees may be retained on a single carry-through job when such carry-through work is required and justified. The circumstances surrounding such justification for carry-through work shall be made known to the Union Committeeperson on the shift.

E. It is the responsibility of each employee to keep the Human Resources Department advised of their current telephone number. Failure to do so relieves the Company of the obligation to contact the employee when overtime work is available.

F. An employee called for overtime work is expected to report within a reasonable time (not to exceed one (1) hour) from the time they receive the call. An employee who fails to report within this period will not be permitted to work and will not receive any pay. At Management's discretion, this one (1) hour report-in time may be extended.

G. Employees who do not wish to work any overtime may submit a blanket overtime refusal to management. Such employees will not be solicited for any overtime, but will be assigned to work when an insufficient number of employees volunteer.

ARTICLE 8 - HOLIDAYS

Section 8.1 - Eligibility

Employees on active status when a recognized holiday occurs will receive eight (8) hours pay at their regular base rate. To qualify for the holiday, the employee must work their full scheduled work days immediately preceding and after the holiday and has completed his probationary period.

Section 8.2 - Recognized Holidays

The following days shall be considered as holidays:

New Year's Day
Good Friday

Thanksgiving Day
Friday after Thanksgiving

| | |
|-----------------------------------|----------------|
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | New Year's Eve |
| Dr. Martin Luther King's birthday | |

When the Plant is operating on a Continuous Operation Schedule pursuant to Article 7.7, Easter Sunday will be celebrated in lieu of the Good Friday holiday.

Section 8.3 - Holiday Pay during Vacation

If any of the above listed holidays falls during an employee's vacation period, the employee will receive eight (8) hours for each such day. This day may not be used to extend the vacation period.

To be eligible for pay for holidays falling during a vacation period, an employee must work their full scheduled work days immediately preceding and immediately after the vacation period. Pay for these holidays will be included with the pay for the week in which the employee satisfies these requirements.

Section 8.4 - Pay for Holidays Worked

Employees working holidays will earn one and one half ($1\frac{1}{2}$) times their base rate for all hours actually worked on that holiday in addition to eight (8) hours holiday pay.

Section 8.5 - Pay for Holidays Not Worked

Eligible employees will be paid eight (8) hours at their regular base rate. Holiday hours paid but not worked shall count as hours actually worked for the computation of overtime.

Section 8.6 - Pay for Holidays While Absent From Work

Eligible employees will be paid eight (8) hours at their regular base rate when a holiday occurs within twenty-one (21) calendar days of the employee's last day worked, provided they are absent from work due to layoff or an approved leave of absence (Personal, Medical or work-related illness/injury).

ARTICLE 9 - VACATIONS

Section 9.1 - Eligibility

Upon completion of the first twelve (12) months (but not less than 1,000 hours) of work, each employee immediately becomes eligible to one (1) week of vacation with pay. Upon meeting your first year eligibility requirements, the one (1) week vacation must be taken prior to December 31st of that year. Subsequent years' vacations will be on a January-December schedule, rather than anniversary-anniversary.

An employee must have been actively employed at some time during the calendar year to be eligible for vacation with pay during that calendar year. No employee is entitled to more than one vacation during any one calendar year.

Section 9.2 - Length of Vacation

An eligible employee who has attained the years of continuous service indicated in the following table in any year during the continuation of this Agreement shall receive a

regular vacation (except as otherwise provided) corresponding to such years of continuous service as shown in the following table.

| <u>Years of Service</u> | <u>Weeks of Vacation</u> |
|---------------------------------|--------------------------|
| 1 year but less than 2 years | 1 week |
| 2 years but less than 10 years | 2 weeks |
| 10 years but less than 17 years | 3 weeks |
| 17 years but less than 25 years | 4 weeks |
| 25 years or more | 5 weeks |

Section 9.3 - Vacation Scheduling

The vacation period shall be from January 1st to December 31st, inclusive. However, a vacation week which overlaps a calendar year-end will be considered to be taken in the year in which it commences.

Vacations must be taken annually in one (1) week intervals, are not cumulative, and cannot be taken in lieu of time off.

The Company shall not designate more than one (1) week of an employee's earned vacation in a calendar year to be used as paid time while the employee is on Family and Medical Leave (FMLA). Vacation hours designated and paid while on Family and Medical Leave shall count as hours actually worked for the computation of overtime.

The Company shall endeavor to accommodate the wishes of the employees as to desired vacation periods, giving consideration to operating requirements and the desire of the employees to take their vacations at times most appropriate to their individual situations. However, based on business conditions, the Company may close the plant, partial or complete, for the purpose of employees taking their vacations. Shutdown periods will not exceed a total period of two weeks. Employees eligible for vacation where shutdowns are to occur must take vacation at that time.

Vacation weeks will be solicited between January 1st and February 15th of each year. Senior employees who make proper application during this period will be given preference for available weeks based on their seniority; thereafter, available vacation weeks will be granted on a first come basis. Once an employee's vacation has been scheduled and approved by the Company, it shall not be changed within thirty (30) calendar days prior to the scheduled vacation unless by mutual agreement between the employee and his supervisor or for emergency conditions clearly beyond the control of the Company, such as fire, flood, storm, failure of utilities, or a labor dispute.

If rescheduling is necessary, local management will attempt to arrange an alternate vacation period consistent with the employee's desires and seniority standing.

Section 9.4 - Rate of Vacation Pay

Vacation pay is calculated at your base rate times forty (40) hours. A payroll week, Monday through Sunday, constitutes a week of vacation.

Section 9.5 - Vacation Pay on Termination

When an employee who is eligible for a vacation is terminated, the vacation pay to which he would have been entitled under this vacation plan if he had continued in employment will be paid at the time of such termination.

ARTICLE 10 - BEREAVEMENT PAY

Section 10.1 - Eligibility

The Company will grant an employee, who has worked at least three (3) months, paid time off from scheduled work due to the death of an immediate family member. This benefit is not intended to allow additional compensation to anyone's total pay; only to make that employee "whole" by replacing compensation due to work time missed from regularly assigned shifts Monday through Friday on a conventional schedule or the employee's normal work schedule on a continuous schedule..

Section 10.2 - Immediate Family

Absence due to a death in an employee's immediate family will be excused and paid up to a maximum of three (3) scheduled working days.

Immediate family members are: father, mother, spouse, son, daughter, sister, brother, grandmother, grandfather, grandchild, and step or in-law equivalent of these immediate family members.

Absence due to a death in an employee's family other than immediate family member i.e. aunt, uncle, niece, nephew, first cousin, will be excused and paid up to a maximum of one (1) scheduled working day.

Section 10.3 - Absence Limitations

This paid absence is to be limited to three (3) days in order to conduct estate business, arranging for funeral services and attending funeral services. These three (3) days are not an automatic entitlement and employees should only take the minimum time necessary away from work. These days are limited to the period from the date of death through the date following the funeral. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason.

An employee may be granted by the Company additional days off without pay to attend to business related to their bereavement leave where good and sufficient cause exists. Request shall be made to the Plant Manager or his designated representative.

Section 10.4 - Documented Proof

The Plant Manager or the Human Resources Manager may require proof that the employee used the time away from work in order to conduct estate business, arrange for funeral services, and/or attend funeral services.

Section 10.5 - Bereavement Pay for the Calculation of Overtime

Bereavement hours shall count as hours actually worked for the computation of overtime.

ARTICLE 11 - COMPENSATION

Section 11.1 - Wages

The standard hourly wage rates will be as provided in Appendix A of this Agreement.

Section 11.2 - Temporary Assignment Rate of Pay

An employee who is temporarily assigned shall receive the rate of the Job Classification assigned to or their regular Job Classification rate, whichever is higher, for the remainder of their shift that day.

Section 11.3 - Jury and Witness Pay

An employee who is called for jury service or as a result of being subpoenaed as a witness in a court of law or by a governmental agency in a matter as to which the Company has no detrimental interest, shall be excused from work for the days on which he serves and he shall receive, for each such day of jury or witness service on which he otherwise would have worked, the difference between the amount received from the court and his average straight time hourly rate for the number of hours he would have otherwise worked on his regular shift, but not more than eight (8). The employee will present proof of service for payment to be made.

Section 11.4 - Reporting Pay - No Work Available

If work for which the employee was scheduled is not available, and no substitute work is available, the employee shall be paid for eight (8) hours work at the straight time hourly rate of pay of the occupation on which they were scheduled to report. If an employee actually begins work at the start of a shift and the work to which he is assigned lasts less than eight (8) hours, and no substitute work is available, he will nevertheless be paid for the remainder of the eight (8) hours at his regular straight time rate. If such occurs on an overtime day, the employee shall receive four (4) hours pay at the applicable overtime rate.

Where failure to provide work is caused by failure of utilities, labor disputes or circumstances outside the Company's control, this Section will not apply.

Section 11.5 - Emergency Call-Out Pay

Any employee being recalled to work after having completed his shift and has left the plant, shall be paid one and one half (1- $\frac{1}{2}$) times for all hours worked on recall, but in any event not less than four (4) hours of total pay, except that if the employee works into the start of his next regular shift on emergency call out, he will be starting a new shift and the emergency call out pay ceases. An employee will only be required to perform the work that he was called out for.

Section 11.6 - Workers' Compensation

Employees who are injured while at work are entitled to workers' compensation benefits, which are Company paid. Receipt of these benefits is in accordance with various regulatory state and federal laws.

Section 11.7 - Injury in Plant

An employee hurt in an industrial accident will be paid for the hours lost receiving medical care on the day he was hurt at his straight hourly base rate plus any overtime premium and applicable shift differential. In cases where the attending doctor or nurse

thinks the employee should not return to work and finish out the workday, he will be paid in accordance with the above for all hours he would have worked that day.

After such employee has been released to return to work and it is medically determined that further treatment of his injury is required and such treatment, as scheduled by the Company, takes place during the employee's regular shift, then he shall suffer no loss in pay.

Section 11.8 - Supplemental Unemployment Benefits

A payment of thirty-five (35%) of the employee's weekly state Unemployment Compensation Benefit will be paid, up to a maximum of twenty-six (26) weeks in a calendar year, provided the employee has two (2) or more years of service as of their last day worked.

ARTICLE 12 - GRIEVANCES

Section 12.1 - Purpose and Intent

It is recognized that in any grievance procedure, the sound discretion and good judgment of the aggrieved employee, the steward, the foreman, the Grievance Committee and the Management Representatives are vital and important factors. It is the desire of the Company and the Union to provide a quick, efficient, fair and reasonable method of adjusting and settling grievances.

Section 12.2 - Definition of Grievances

Grievances are defined as any difference between the Company and the Union as to an alleged violation of the terms of this Agreement or as to its interpretation or application. Any dispute over whether a complaint is subject to these procedures shall be handled as a grievance in accordance with the procedures described in this Agreement.

Section 12.3 - Stewards and Committees

The Company agrees to recognize a grievance committee to be elected by the Union from among the Company's employees not to exceed five percent (5%) of the active bargaining unit, minimum of four (4), of which one (1) of them shall be the grievance chairperson. The purpose of this committee is to settle with management, grievances not settled in the first step of the grievance procedure. The Union agrees to furnish the Company with a list of the grievance committee members together with any changes made thereto.

Section 12.4 - Procedure

Should any grievance as defined in Section 12.2 above arise, an earnest effort will be made to settle the matter promptly in accordance with the following procedure:

Step 1 Between the aggrieved employee with or without his grievance committee representative, and their immediate Supervisor. The grievance must be presented orally and within five (5) workdays after the alleged cause of grievance occurred or after the aggrieved employee should have reasonably discovered that it occurred or existed. Either party may bring in persons (whether or not parties to the grievance) who may be helpful to its solution.

The grievance will be answered by the Supervisor within two (2) workdays, after presentation of the grievance.

Step 2

If a satisfactory adjustment is not reached in Step 1, the grievance may be appealed by the Union in writing, to the Plant Manager or his designated representative within three (3) workdays of the answer in Step 1. The grievance shall be discussed between the Grievance Committee and the Plant Manager or his designated representative, at a meeting held within ten (10) workdays of the filing of the appeal. In Step 2, and the following steps, either party may bring in persons (whether or not parties to the grievance) who may be helpful to its solution. The grievance will be answered in writing by the Plant Manager or his designated representative within three (3) workdays after the meeting at which the grievance is discussed. The answer will contain reasons for the decision.

Step 3

If a satisfactory adjustment is not reached in Step 2, the grievance may be appealed, in writing, by a representative of the International Union to the Company's Vice President of Industrial Relations or his designated representative within fifteen (15) workdays following receipt of the Step 2 answer. The appeal will state the Union's reason for disagreeing with the Step 2 answer. The grievance shall be discussed between a representative of the International Union, the Grievance Committee, and the Vice President of Industrial Relations or his designated representative, at a meeting held within fifteen (15) workdays of the filing of the appeal. The grievance will be answered in writing by the Vice President of Industrial Relations or his designated representative within ten (10) workdays after the Step 3 meeting. The written answer will contain the reasons for the Company's decision.

Step 4

[Arbitration] If the International Union wishes to carry the grievance beyond the third step, the following procedure shall apply:

A representative of the International Union shall, within twenty (20) workdays from receipt of the Company's final written decision, forward a written notice to the Vice President of Industrial Relations for the Company, that the Union desires to have an Arbitrator appointed in the matter. At a time mutually agreeable, but not to exceed twenty (20) workdays from the date of the notice of appeal, a representative of the International Union and the Vice President of Industrial Relations, or his designated representative, will meet to agree on a written stipulation as to the specific issue or issues in dispute. At this time the parties will also draw up a joint letter to the Federal Mediation and Conciliation Service (or complete the applicable FMCS form) requesting it to submit the names of five (5) prospective arbitrators. When the names of the prospective arbitrators have been received from the Federal Mediation and Conciliation Service, both the Company and the Union will agree on an arbitrator. The decision of the Arbitrator shall be final and binding on the parties and shall be in accordance with the terms and conditions of this Agreement. He shall not have authority to alter in any way the terms and conditions of Agreement. The Arbitrator's fees and expenses and any clerical

or stenographic expense incidental to the arbitration and mutually agreed to, shall be borne equally by the Company and the Union.

Except where the arbitrator determines that circumstances warrant otherwise, arbitration decisions shall be rendered within sixty (60) days of the hearing.

A grievance appealed at any step of the procedure set forth herein shall not be further discussed or settled in any prior step except by mutual agreement of the designated representatives in the step to which such grievance has been appealed.

Section 12.5 - Time Limitations

The time limitations outlined in the above steps may be extended by mutual agreement of the parties.

The Company shall not have the right to invoke the time limits under this Agreement to disallow a grievance because of late appeal unless the Union Representative responsible for advancing the case to the next step is first notified of its intention at least three (3) working days, seventy-two (72) hours prior to the effectiveness of such disallowance.

Section 12.6 - Witnesses

The Company agrees that it shall not subpoena or call as a witness in arbitration proceedings any employee from the bargaining unit in the plant from which the grievance arises. The Union agrees that it shall not subpoena or call as a witness in such proceedings any non-bargaining unit employee.

Section 12.7 - Time Off for Grievance Work

Grievance Committee members shall be allowed time off from their regular duties as may be necessary to attend grievance committee meetings, investigate pending grievances or carry out any other duties which they may be called upon by the Company to perform in connection with the settling of grievances. Whenever it is necessary for a Committeeperson to leave their place of work to investigate or adjust grievances, they shall request permission from their immediate Supervisor before taking the case up with the employees involved at their work station provided there is no disruption to plant operations. After completion of their necessary business they will notify their respective Supervisor upon return to their work area.

Section 12.8 - International Representative

An International Union Representative shall be permitted to enter the plant upon request to investigate any grievance or handle other official Union business.

Section 12.9 - Labor/Management Meetings

The Company and Union mutually agree to meet and consider these meetings as "Labor/ Management Meetings" to be held as needed. An agenda of topics may be submitted by either party at least two (2) days prior to the meeting date. If there is no agenda, it will not be necessary to meet.

Section 12.10 - Retroactivity of Awards and Settlements

Arbitration awards or settlements of grievances shall in no case be made retroactive more than thirty (30) days beyond the date on which the grievance was first presented in written form as set forth in this Agreement except as may be specifically provided elsewhere in this Agreement.

Section 12.11 - Back Pay Settlements

No deduction from back pay awards or settlements under grievance, suspension/discharge and arbitration provisions shall be made for governmental assistance (excluding unemployment compensation and any similar payments, except where it conflicts with State or Federal law), welfare or private charity received by an affected employee.

Section 12.12 - Rights of Legal Heirs

In the event an employee dies, the Union may process a grievance on behalf of his legal heirs for any claim he would have had relating to any monies due under any provision of this Agreement.

ARTICLE 13 - SUSPENSIONS AND DISCHARGES

Section 13.1 - Purpose

This Article sets up special procedures for the prompt review and disposition of complaints involving the suspension or discharge of employees who have completed their probationary period.

Section 13.2 - Suspension

An employee shall not be discharged immediately. When the Company concludes that an employee's conduct may justify discharge, or suspension for more than five (5) working days, he will be so notified and immediately be suspended for a period of six (6) working days pending determination by the Company.

Section 13.3 - Hearing and Grievance Procedure

During the six (6) day initial suspension, the employee may request a hearing between the plant manager or his designated representative. Such hearing will be granted within the six (6) day suspension period. If he wishes, the employee may be accompanied by the members of the Grievance Committee. At the hearing the Company will state the offense and the facts concerning the case.

Within one working day after the hearing or within one working day after the end of the initial six (6) day suspension period, if the employee does not request a hearing, the Company will inform the employee in writing and also the Union, that the six (6) day suspension is confirmed, modified, extended or has become a discharge. If the employee wishes to appeal the Company's decision, he may, within two (2) working days after receipt of the decision, file a grievance at the Second Step of the grievance procedure, if no such grievance is filed within this two (2) day period, the Company's decision will be final.

Section 13.4 - Suspension for Five (5) Days or Less

Suspensions for five (5) working days or less may be taken up as grievances provided such grievances are filed and presented at the second step of the grievance procedure within five (5) working days since the beginning of the suspension period.

Section 13.5 - Reinstatement

If the suspension or discharge is revoked by the Company or not sustained in arbitration proceedings, the Company will reinstate the employee and pay full compensation at the employee's regular rate for time lost, unless a lesser settlement may be agreed to by the employee, grievance committee and local management, or as directed by an arbitrator.

Section 13.6 - Notification

In all cases of suspension, the Company will notify the Union immediately, if possible, but in no case later than the next day.

Section 13.7 - Disciplinary Records

- A. Copies of disciplinary write-ups will be given to the employee involved in the action and the Unit Chairperson of the Local Union. Such disciplinary action shall occur within five (5) business days from the conduct at issue or five (5) business days from when the Company became aware, if later. Should the Company need additional time to investigate prior to acting, it shall notify the Union within the five (5) business day time frame.
- B. In case of disciplinary action taken by the Company, only the employee's record during the prior two (2) years will be considered.

ARTICLE 14 - UNPAID LEAVE OF ABSENCE

Section 14.1 - Leave for Personal Reasons

An employee will be allowed a personal leave of absence without pay, at a minimum of one week intervals, not to exceed thirty (30) calendar days if:

- 1) The request is to Local Management in writing, and
- 2) The Local Management believes the leave is for a good reason and does not interfere with local operations, except in emergency situations when leave will be granted regardless.
- 3) The Local Union will be notified of all leaves granted under this section.

Section 14.2 - Failure to Return from Leave

An employee granted leave under this Article will be considered as having quit if he does not return to work at the end of the leave.

Section 14.3 - Leave for Union Activities

An employee, who has been elected or appointed to an office of the Union, upon written request from the Unit Chairman, may be granted a leave of absence without pay for a period of not less than one day but not more than a total of three (3) weeks in a calendar year for purposes of attending training, union convention or to work for the local, district or the International Union. Not more than one employee may be on leave under this Section at any one time. Additional time may be requested by the Union Staff Representative to the Director of Industrial Relations.

Section 14.4 - Leave for Medical Reasons

An employee who as a result of a personal or industrial injury/ illness is absent from work, will be required to provide proper medical documentation from the attending physician certifying the employee's inability to work and their expected date of return.

Employees on authorized leave of absence may be required to submit to medical examinations at the Company's request and expense. Failure to comply with a reasonable request for medical examination may cause an interruption in either Accident and Health or Workers' Compensation benefits.

If an attending physician certifies that an employee may return to work with restrictions, and the Company deems it appropriate, work assignments will be consistent with the physician's findings.

ARTICLE 15 - MILITARY SERVICE

Section 15.1 - Legal Obligations

The Company will continue to fulfill its legal obligations under applicable Federal Legislation in reinstating employees who entered the Armed Services of the United States.

Section 15.2 - Military Service Allowance

Employees entering a branch of the Armed Forces of the United States, on or after the effective date of this Agreement will be granted military service allowance in the amount and under the conditions specified below:

- A. The Company must receive proof, on the Company form provided, within sixty (60) days from the date of the employee's entrance into a branch of the Armed Forces of the United States.
- B. The employee must be on active duty when the form is filed and when payment of Allowance is made.
- C. Allowance will not be paid to a member of organized reserve components when on annual active duty.

Military Service Allowance will be paid to eligible employees on the following basis:

| <u>Length of Service</u> | <u>Amount of Allowance</u> |
|--|--|
| Employment of less than 1 year | none |
| Employment of 1 year but less than 2 years | 80 hours pay at straight time hourly rate |
| Employment of 2 years or more | 160 hours pay at straight time hourly rate |

Section 15.3 - Employee Benefits Plan

All forms of benefits provided under the Employee Benefits Plan of employees entering the Armed Services of the United States will be discontinued as of the date the employee ceases active employment with the Company. Immediately upon reinstatement, all benefits will be reinstated.

Section 15.4 - Pay for Pre-Induction Physical Examination

The Company will pay the employee who is required to report for a pre-induction physical examination during his regularly scheduled work hours, actual work hours lost from work not to exceed eight (8) hours.

Section 15.5 - Limitation of Payment

Benefits under Sections 15.1 through 15.4 of this article are payable only once to any employee during the term of this Agreement.

Section 15.6 - Pay for Temporary Military Leave

An employee on authorized temporary military leave shall receive his base rate of pay for actual time lost not to exceed two regularly scheduled work weeks (eighty (80) hours) per calendar year, less the amount received for his military service, exclusive of allowances for subsistence, travel or per diem. The Company will furnish the employee forms necessary to verify his service and establish his military service rate of pay.

ARTICLE 16 - SAFETY AND HEALTH

Section 16.1 - Purpose

The Company shall provide a place of employment free of recognized physical and health hazards and shall maintain good housekeeping practices and sanitary facilities in the plant on each shift.

It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy, and that an employee who believes he is being so required shall have the right to:

- A. Notify his supervisor of such condition, which the supervisor shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the supervisor, the Chairman of the Safety and Health Committee or his designee and the Plant Manager or his designee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or unhealthy. If the issue is not resolved, the employee shall have the right to present a grievance in the second step of the grievance procedure. Safety and Health grievances shall be handled as expeditiously as possible.
- B. In the event an employee is relieved from a job due to an unsafe condition, the Company, before assigning, shall advise any potential replacement of the grounds on which the job was contested as unsafe.

Section 16.2 - Safety and Health Program

The Company will make reasonable provisions for the safety and health of its employees during the hours of their employment. Protective devices, safety wearing apparel and other equipment, necessary to properly protect employees from injury will

be provided by the Company and in accordance with the Safety and Sanitary Laws of the State.

Section 16.3 - Joint Safety and Health Committee

The Union will appoint three (3) members of the Union and the Company will appoint a like number from the supervisory staff, to serve on a joint Company and Union Safety and Health Committee.

Section 16.4 - Time of Meeting

The joint Safety and Health Committee will meet once each month to discuss safety and health problems and make recommendations for the maintenance of proper safety standards. Appropriate supervisory personnel shall be notified of reported safety and health conditions that need attention. Such notification will be given within forty-eight (48) hours following the meeting. They will also receive and investigate at any time, complaints regarding unsafe and hazardous work. The entire Committee shall make periodic inspections of the plant. Minutes of these meetings will be prepared by the Company and a copy furnished to the Local Union Committee Co-Chairman within five (5) calendar days.

Section 16.5 - Accident Investigation

The Safety and Health Committee chairperson or his designated representative shall be informed immediately of each and every lost time accident in the plant and shall investigate same with a member of management.

Section 16.6 - First Aid Facilities

The Company will maintain adequate first aid facilities. The location and telephone number of such facilities and the telephone number of emergency ambulance service shall be posted throughout the Plant.

Section 16.7 - Safety Education and Training

All newly hired employees shall be given an orientation by the Company of the Safety and Health Program. The newly hired employee shall be trained and instructed on all safety and health matters relating to the job and the responsibility to the employee and his/her fellow workers. Chemicals, solvents and compounds which are generally known to pose a hazard to safety or health will be properly labeled where stored.

Section 16.8 - Alcoholism and Drug Addiction

It is the objective of the Company to provide and maintain a safe, healthy and productive work environment free of unauthorized drugs or alcohol. In order to accomplish this, the Company and Union agree they will follow the corporate guidelines on Drug and Alcohol Awareness Programs and Policies and Procedures. Furthermore, the parties agree to cooperate at the plant level by encouraging employees afflicted with alcoholism or drug addiction to undergo a program directed to rehabilitate the employee.

Section 16.9 - Fire Prevention

A serious fire could cost each employee his/her job. It is the responsibility of all employees to see that this does not happen.

- Observe "No Smoking" signs
- Observe all fire prevention and sanitation rules, regulations & instructions

- Take care when handling, storing or transporting flammable liquids or materials
- Proper disposal of refuse and waste
- Fire extinguishers and valves are to be kept unobstructed

Section 16.10 - Safety Equipment

Safety equipment where prescribed by OSHA shall be provided by the Company for designated jobs and work in the plant. Use of safety equipment is a condition of employment; failure to wear required safety equipment may result in disciplinary action. Hearing conservation devices, safety glasses/goggles must be worn at all times while in designated areas. Employees' work shoes shall be of sturdy construction and completely enclosed (i.e. no canvas, tennis, open toed or high heel shoes). Corporate Safety Glass Policy will be utilized.

ARTICLE 17 - CONTRACTING OUT

The Company, as it may from time to time determine desirable, may contract out work which does not constitute bargaining unit work. The Company shall not contract work normally performed by bargaining unit employees whenever it is reasonable to use bargaining unit personnel. In any event, the Company will advise the Local Union before the contracting out of any bargaining unit work and, if possible, will provide the Union with an opportunity to offer an alternate means of performing the work.

ARTICLE 18 - BULLETIN BOARDS

The Company shall provide and install bulletin boards for the exclusive use of the Union and the Union shall have the right to post materials on these boards. Such material shall be posted only upon authority of the officially designated representative of the Union and such materials will be in keeping with the spirit and intent of this Agreement.

ARTICLE 19 - NO STRIKES OR LOCKOUTS

During the life of this Agreement, the Company shall not lock out any employees. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any members of the Union take part in any strike, slowdown, sit-in or any other interference with production of the Company. Any conduct prohibited by this Article constitutes a violation of this Agreement and any employee participating in such Act(s) shall be subject to disciplinary action up to and including discharge without recourse to the grievance and/or arbitration provisions of this Agreement, except for the issue of whether or not the employee did participate or promote such acts.

ARTICLE 20 - GENERAL

Section 20.1 - Personal Calls

Except for an emergency situation, employees will not be called away from a job for a telephone call or to talk to visitors. If certain unusual circumstances arise in which an employee expects an urgent call, the Shift Supervisor or Human Resources Manager must be notified.

Section 20.2 - Solicitation and Distribution of Literature

- A.** Solicitation and/or distribution of literature by non-employees on Company property is prohibited at all times.
- B.** Solicitation and distribution of literature by employees on Company property during working time, which in any way interferes with work, is prohibited.
- C.** Distribution of literature by employees on Company property in non-working areas during working time, which in any way interferes with work, is also prohibited.
- D.** Distribution of literature by employees on Company property in working areas is prohibited at all times.

Section 20.3 - Group Leader

There shall be established a job title to be called Group Leader which has the responsibility of directing the work of employees on other hourly jobs and may be required to perform some of the same work as that of the group directed. Selection of Group Leaders and their hours shall continue to be solely as determined by the Company. Group Leaders can assume such duties and responsibilities as may be assigned by the Company in the absence of the foreman or supervisor or when additional supervision is needed.

The direction generally consists of activities such as required to:

- 1) Plan work to be performed by the group
- 2) Determine "on-the-job" working procedures in the case of repair and maintenance work.
- 3) Arrange for necessary tools, supplies and facilities.
- 4) Assign and instruct members of the group.
- 5) Inspect, coordinate and record the work performed by the group.
- 6) Relieve occasionally for lunch/breaks.

Such direction does not include activities such as being required to:

- 1) Hire, promote, demote, suspend or discharge members of the group.
- 2) Initiate disciplinary action against any member of the group nor recommend such action.
- 3) Represent the Company in handling employee grievances.
- 4) Determine the schedule of hours, days and weeks during which members of the group shall work.

The standard hourly wage rate for an employee assigned as Group Leader shall be one dollar (\$1.00) higher than their job classification. An employee assigned as Group Leader shall not be eligible for overtime work in his former occupation while so assigned; however, overtime hours worked by such employee as a Group Leader shall be considered as hours worked on his regular job.

The Company will notify the Union at the commencement of a Group Leader assignment. An employee assigned as a Group Leader in a department shall be an employee of that department or plant.

Section 20.4 - Tuition Reimbursement

The Company and the Union recognize that improved equipment, methods and procedures create changes in the job structure of the workforce. The provisions of this Section are intended to assist employees in maintaining and improving skills closely related to their present employment with the Company and/or to assist in preparing them for foreseeable jobs by reimbursing them for costs of approved job-related credit courses taken in accredited higher educational institutions.

Education Expense Reimbursement:

To qualify for reimbursement under this Section an employee must be a regular full-time employee at the time of application and completion of the approved course or courses. To be approved, the course(s) must be related to the employee's present or future work and/or potential for advancement and conform to the following guidelines:

- A. On-campus or extension courses taken for credit and given by accredited higher educational institutions (colleges or universities).
- B. Correspondence courses taken from schools approved by the National Home Study Council.
- C. Technical courses taken from engineering/technical institutions not associated with colleges, universities or junior colleges.

Extent of Assistance:

All fees will be paid originally by the employee. Upon satisfactory completion of an approved course or courses, reimbursement will be made up to seventy-five (75%) percent of the cost of tuition, entrance or registration fees, laboratory fees and course required books. Reimbursement will be made for a maximum of fifteen hundred dollars (\$1,500) during any one calendar year and five thousand dollars (\$5,000) per life-time.

When educational assistance is received by an employee from another source (such as Veteran's Administration, scholarship funds, foundations, etc), the employee will receive reimbursement only for the difference between that assistance and the allowable Company reimbursement.

Administration:

Application for participation in the program is to be made by the employee, on the Company's form and submitted to the Plant Human Resource office. Local Management will determine approval of the institution(s) in question before approving individual participation of an employee. In the event that the eligibility requirements are not met, the application will be returned to the employee promptly with an explanation of the reason(s) for ineligibility.

For reimbursement, the employee must submit evidence of payment of reimbursable expenses within thirty (30) days of completion and include evidence of satisfactory completion of the course(s) previously approved. Satisfactory completion means receiving a passing grade on the school's scale of grades.

When reimbursements for educational expense are subject to Federal and/or State Income Taxes, these reimbursements will be included in the employee's gross income and withholding taxes deducted.

An employee who is laid off after he/she has registered or commenced work on the approved course or courses he/she elected to take will continue to be covered by the educational assistance plan only for the duration of those courses. Termination of employment with the Company will nullify any obligation of assistance under this Section.

Section 20.5 - Pension

The Company will provide benefits as outlined in a separate Summary Plan Description (SPD) booklet.

Section 20.6 – Group Welfare Plan

The Company will provide medical, dental, vision, life insurance and short term disability benefits as outlined in the Company's sponsored Group Welfare Plan Summary Plan Description booklet.

Dependent contributions for Primary and Secondary Coverage Increase to \$90.00 per month per dependent, maximum of \$270.00 per month effective upon ratification. Future contribution cost equal to Salary contributions.

Section 20.7 - Thrift Plan

The Company will provide benefits as outlined in a separate Summary Plan Description (SPD) booklet.

ARTICLE 21 - EFFECT OF LEGISLATION

Should federal or state laws compel the cancellation or modification of any provision of this Agreement with respect to its application at any time during the term of this Agreement, it is agreed that such provision shall thereupon be inoperative and the Company and the Union will, within ten (10) days thereafter, meet for the purpose of negotiating changes made necessary by applicable federal and state laws.

Should any provision in this Agreement require cancellation or modification as provided by the terms of the above, it is understood that no other provision of this Agreement shall be invalidated thereby.

ARTICLE 22 - COPIES OF AGREEMENT

In order that each employee may be familiar with the provisions of this Agreement, and his rights and responsibilities there under, the Company will provide each employee with a copy of this Agreement in booklet form and new employees will be given a copy upon completion of the probationary period.

ARTICLE 23 - TERM OF AGREEMENT

Section 23.1 - Term

This Agreement will be effective for a three (3) year term, starting on May 5, 2014 and expiring at midnight April 30, 2017. From then on, this Agreement will continue to be effective for one (1) additional year unless either party notifies the other by certified mail, at least sixty (60) days before the expiration date, that they wish to modify or end this Agreement.

Section 23.2 - Successor

The Company agrees that this Agreement shall be binding upon CROWN Cork and Seal USA, Inc., its successors and assigns.

In the event the Company enters into a tentative agreement to sell this facility, the Company agrees to notify the prospective purchaser of the existence of this Agreement and to notify the Union of the tentative agreement and the identity of the prospective purchaser.

EXECUTED BY THE DULY AUTHORIZED REPRESENTATIVES OF THE PARTIES
THIS 5th DAY OF May 2014.

For the Company:
CROWN Cork & Seal USA, Inc.

William Lahner
William Lahner
Plant Manager

Robert J. Naydyhor
Robert J. Naydyhor
Director, Industrial Relations

Barry Bohmueller
Barry Bohmueller
Area Manager, Industrial Relations

Glen Smillie
Glen Smillie
Department Manager

For the Union:
**United Steel Paper & Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial & Service Workers
International Union AFL-CIO-CLC**

Leo W. Gerard
Leo W. Gerard
International President

Thomas Conway
Tom Conway
International V. P. Administration

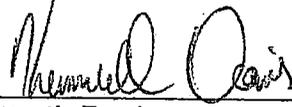
Fred Redmond
Fred Redmond
International V. P. Human Affairs

Stanley Johnson
Stanley Johnson
International Secretary-Treasurer

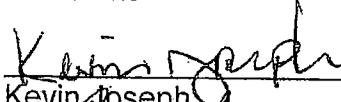
David McCall
David McCall
District 1 Director

Reginald L. Shaw
Reginald L. Shaw
Staff Representative

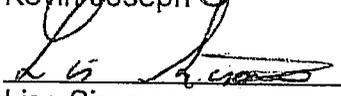
Local Union 87-3 Committee



Kenneth Davis
President



Kevin Joseph



Lisa Simmons



Ann Strong-Jaynes

APPENDIX A – Rate Schedule

| Job Grade | Job Classification | 2014 Rate | 5/4/2015 Rate | 5/2/2016 Rate |
|-----------|-------------------------------|--------------|------------------|------------------|
| JC - 9 | Electrical Maintenance | 24.45 | 24.94 | 25.31 |
| JC - 8 | Mechanical Maintenance | 22.73 | 23.18 | 23.53 |
| JC - 7 | Roll Grinder Maintenance | 18.01 | 18.37 | 18.65 |
| JC - 6 | Waste Treatment Operator | 21.52 | 21.95 | 22.28 |
| JC - 5 | Coil Shear Maintainer | 21.40 | 21.83 | 22.16 |
| JC - 4 | Coater Operator | 21.10 | 21.52 | 21.84 |
| JC - 4 | Coil Shear Maintainer/Trainee | 21.10 | 21.52 | 21.84 |
| JC - 3 | Slitter Operator | 19.67 | 20.06 | 20.36 |
| JC - 3 | Rewind Operator | 19.67 | 20.06 | 20.36 |
| JC - 2 | Payoff Operator | 17.82 | 18.18 | 18.45 |
| JC - 2 | Quality Control | 17.82 | 18.18 | 18.45 |
| JC - 2 | Shipping and Receiving | 17.82 | 18.18 | 18.45 |
| JC - 1 | Material Handler | 16.72 | 17.05 | 17.31 |

Employees hired on or after May 5, 1997 but before May 6, 2009 in Job Grades 1 through 4 shall be paid ninety percent (90%) of the applicable job rate for a period of two (2) years, from the date of hire.

Employees hired on or after May 6, 2009 in Job Grades 1 through 6 shall be paid a rate that is three dollars (\$3.00) below the applicable rate for the position and will, at twelve (12) month intervals, progress in accordance with the following schedule:

| | |
|------------------|----------------------------------|
| Hiring Rate: | \$3.00 below the applicable rate |
| After 12 months: | \$2.25 below the applicable rate |
| After 24 months: | \$1.50 below the applicable rate |
| After 36 months: | \$0.75 below the applicable rate |
| After 48 months: | Applicable Rate |

Year One Wage Increase - \$1000.00 Bonus

EMPLOYEES NOT ACTIVELY AT WORK DURING THE WEEK THE BONUS IS PAID MUST RETURN TO ACTIVE WORK FOR TEN WEEKS DURING THAT CONTRACT YEAR IN ORDER TO RECEIVE THE BONUS.

MEMORANDUM OF UNDERSTANDING

May 5, 1997

Pursuant to 1997 Labor Agreement negotiation settlement, the Company will provide for payroll deductions to a Credit Union of the Union's choosing with the following understanding:

1. The initial institution or a change in the Institution during the term of the Agreement may only be made with thirty (30) days advance written notice to the Company.
2. The Institution must be able to accept contributions via direct deposit through the Automatic Clearing House (ACH) system.
3. Authorization for deductions will be made on a form furnished by the Company.
4. Employees may make changes in their deduction only once per thirty (30) days. The change will become effective the second pay period following submission to the Company.
5. The Company's liability shall be limited to the withholding and submission to the Institution selected by the Union.
6. This Memorandum shall not be subject to the grievance procedure contained within the Agreement.

CROWN Cork & Seal USA, Inc.

One Crown Way
Philadelphia, Pennsylvania 19154

OFFICE OF THE
VICE PRESIDENT
INDUSTRIAL RELATIONS

May 3, 2004

John Rigling
Staff Representative
USWA, Local 87-3
1440 South Byrne Road
Toledo, Ohio 43414

Re: Joint Training Committee

Dear Mr. Rigling:

This is to confirm our discussions held during negotiations with respect to future promotional opportunities for current employees for the electrical and mechanical maintenance job classifications. It is agreed that we will form a joint labor management committee, within six (6) months of the ratification of the agreement, consisting of two (2) representatives from the Company and two (2) representatives from the Union to review and determine the testing, training and educational requirements to be considered.

Sincerely,

James P. Deaver

CROWN Cork & Seal USA, Inc.

One Crown Way
Philadelphia, Pennsylvania 19154

OFFICE OF THE
VICE PRESIDENT
INDUSTRIAL RELATIONS

May 3, 2004

John Rigling
Staff Representative
USWA, Local 87-3
1440 South Byrne Road
Toledo, Ohio 43414

Re: Vacation Scheduling

Dear Mr. Rigling:

This is to confirm our discussions and agreement with respect to the scheduling of vacation weeks. It is agreed that irrespective of whether the plant is operating on a conventional or a continuous operation schedule the Company will not schedule employees to work Saturday or Sunday preceding the scheduled week of vacation.

Sincerely,

James P. Deaver

CROWN Cork & Seal USA, Inc.

One Crown Way
Philadelphia, Pennsylvania 19154

OFFICE OF THE
VICE PRESIDENT
INDUSTRIAL RELATIONS

May 3, 2004

John Rigling
Staff Representative
USWA, Local 87-3
1440 South Byrne Road
Toledo, Ohio 43414

Re: Changes to the Group Welfare Plan

Dear Mr. Rigling:

This is to confirm our discussions and our agreement with respect to the Company making unilateral changes to the Group Welfare Plan during the term of this Agreement. It is agreed that prior to making any changes to the Plan the Company shall provide notice and bargain, should the Union request to do so, over the proposed changes to the extent required under the National Labor Relations Act.

Sincerely,

James P. Deaver