

THIS AGREEMENT, made and entered into by and between PRINTPACK INC., hereinafter called the "Company", and Graphic Communications Conference, Local 761-S of District Council 3, affiliated with the Graphic Communications Conference of International Brotherhood of Teamsters, hereinafter called the "Union".

ARTICLE I: PURPOSE

The purpose of this agreement is to promote and maintain mutually satisfactory industrial and economic relationships between the Company and the Union which will further to the fullest extent possible the safety and welfare of the employees, economy of operations, quality and quantity of output, cleanliness of the plant and protection of the property. Both will abide by this agreement, it being their purpose to settle all differences without disturbance to industrial peace.

ARTICLE II: RECOGNITION

Section 1: The Company recognizes the Union as the sole collective bargaining agency for the employees covered herein as to wages, hours and working conditions. The term "employee" as used in this agreement shall include all production and maintenance employees of the Printpack Inc., in its Greensburg, Indiana Plant, but shall not include office employees, clerical employees, watchmen (guards), research employees, sales personnel, administrative employees, professional employees or supervisory employees. Seasonal help shall be excluded from the benefits in Article XVIII and in Exhibit A and will be

scheduled on the two (2) least desired shifts within each department with the exception of scheduling for training purposes and reinspection work.

Section 2: The Union will not request the Company to act upon any question regarding jurisdiction which may arise between the Union and any other Union, whether such other Union is affiliated with the AFL-CIO or otherwise.

Section 3: The business agent or other duly authorized representative of the Union shall be permitted to visit the plant during operating hours for purposes consistent with this agreement, provided they first notify management before entering the plant. The Company shall not discriminate in any way against an employee because of membership in or bona fide activity on behalf of the Union or for any other reason.

ARTICLE III: MANAGEMENT

The management of the plant and the direction of the working forces, including the right to hire, suspend or discharge for just and sufficient cause, transfer and the right to relieve employees from duty because of lack of work or for other legitimate reasons, the scheduling of work and the assignment of employees to such work, the control and regulation of all equipment and other property of the Company and the determination of the quality and quantity of work to be produced, are vested exclusively in the Company. It is further agreed that this enumeration of management prerogatives shall not be deemed to exclude other prerogatives not herein enumerated.

However, nothing contained in this Article shall be applicable if inconsistent with any of the other terms of this agreement. The Company shall not exercise any of its management prerogatives for the purpose of discriminating against any employee.

ARTICLE IV: UNION SECURITY

Section 1: Union Shop

1. To the extent permitted by law, it shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain so by continuing to tender payment in a timely fashion of regular dues and fees charged by the Union.

2. To the extent permitted by law, it shall be a condition of employment for all employees who are not members of the Union on the execution date of this Agreement to obtain, and then to maintain, membership in the Union by timely tender of regular dues and fees at all times after the thirtieth (30th) day following:

- (a) the beginning of employment or,
- (b) the date of execution of this Agreement, whichever occurs later.

3. For the purposes of this Section, employees shall be deemed to have satisfied their obligation to tender payment of dues and fees if they have tendered all of that portion of the dues and fees that the law requires.

4. Upon written notification by the Union that an employee has not tendered timely payment of dues and fees, the Company shall terminate the individual immediately.

Section 2: Voluntary Payroll Deduction of Union Dues and Fees:

1. The Company agrees to deduct, weekly, the appropriate amount (as determined by the Union) of regular Union initiation fees and monthly dues from the earnings of each bargaining unit employee who is a member in good standing of the Union and for whom the Company has received a properly executed form authorizing payroll deduction by the Company. Such authorization shall be on a form provided by the Union and shall be irrevocable for the period of one (1) year from the date of execution thereof or until the termination of this Agreement, whichever first occurs.

Section 3: The Union shall advise the Company in writing of the amount of dues and fees to be withheld from each individual's weekly paychecks, however, except for newly hired employees, the Union shall not change the amounts to be withheld from an individual's paychecks more often than two (2) times per calendar year. All monies deducted by the Company pursuant to this Article shall be transmitted to the Union not less often than once each calendar month, together with a list of employees and the amount collected from each.

Section 4: The Company shall furnish the Union each month with a list(s) of the employees for whom

pay deductions have been made and at the same time shall remit to the duly authorized officer of the Union a check payable to the Local Union for the amount so deducted. The Union also shall receive each quarter, a list(s) of all new employees, laid-off employees, employees who are not longer employed, and current employee information including straight time hourly rate, date of hire, phone number (unless unlisted), current address, weekly department schedules, and an updated seniority list.

Section 5: The Union accepts full responsibility for the authenticity of each and every authorization and assignment submitted to the Company and shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any other form of liability as a result of making any deductions in accordance with the foregoing authorizations and assignments. The Union agrees to refund promptly to the Company any such dues, fees or assessments found to have been erroneously or improperly deducted.

Section 6: It is agreed that up to eleven (11) Union Officers shall be excused from work to attend Executive Board meetings and Local membership meetings. It is further agreed up to five (5) delegates shall be excused, not to exceed thirty (30) days annually, to attend conferences, seminars and conventions (Union function). It is further agreed that up to seven (7) Union officials shall be excused from work to attend collective bargaining sessions with the employer. The Union agrees to give the Company at least two (2) weeks' notice in order to receive excused absences for the above occasions. The

Company will provide a leave of absence not to exceed four (4) years, to any employee that has been assigned the role of a Union business agent or International representative. The leave of absence may be extended by mutual agreement between the Union and the Company. This individual's plant and job seniority will be maintained during the leave of absence however; they are not eligible for any other provision outlined in this Agreement.

ARTICLE V: SENIORITY

Section 1: New employees shall be regarded as probationary employees until they have completed 120 calendar days of employment with the Company. The probation period may be extended upon mutual agreement between the Union and the Company. During this probationary period, the Company may, at its option, lay off or dismiss such probationary employees. There shall be no responsibility on the part of the Company for the re-employment of probationary employees if they are laid off during this period. However, should the probationary employee be recalled by the Company within 120 calendar days, the previous time worked against the probationary period will be counted in determining seniority. After the employee has completed the 120 calendar day period, he shall cease to be considered a probationary employee and shall be placed on the seniority list and shall rank for seniority from the date of his latest hiring in the plant.

Section 2: The Company agrees that in granting promotions, transferring, laying off, recalling employees, and filling newly established job

classifications, the following factors shall be taken into consideration: (1) seniority, (2) ability, and (3) dependability. Ability and dependability being substantially equal, seniority will prevail. The term "seniority" as used in this Section means plant-wide (bargaining unit) seniority. Employees awarded a job pursuant to the bidding procedure shall be subject to a qualifying period of sixty (60) working days, which may be extended by mutual agreement between the Company and the Union. During such qualifying period, the Company may disqualify individuals who fail to progress satisfactorily, and employees may elect to rescind their bids and return to their former job classifications without loss of seniority rights and privileges.

1. For all non-maintenance job bids, a candidate shall be deemed to have ability over other candidates if he/she has performed said job in the past and has signed off on all training requirements for said job.

2. For all maintenance job bids, ability shall be determined in the following order:

First-Experience: 3-5 years Industrial Maintenance. If not applicable then . .

Second-Schooling: Associates Degree in Electrical Engineering or Mechanical Engineering or degree with like curriculum within the last 5 years from a state accredited institution. If not applicable then . .

Third-The current Mechanical Aptitude Test

will be given and scored by computer. In the event candidates have the same high score, the most senior employee shall be awarded the bid.

3. For all job bids, a candidate shall not be deemed dependable if that individual has either one (1) written warning for absenteeism or two (2) verbal warnings for absenteeism during the two (2) years prior to the posting of said job bid.

Section 3: When it is necessary to bump back employees within a classification, then job seniority will be used in selecting employees to be bumped. In addition, when an employee is bumped from a classification and the employee has enough job class seniority in their immediate prior classification to retain that position, even if it is in another department, that employee will be allowed to bump employees in their immediate prior classification. In any event, in a layoff situation, no employee will be entitled to bump up into a higher rated job classification. In the event an employee does not have enough job class seniority in their immediate prior job class, they will be placed in the highest paid vacancy available in accordance with their plant seniority. In the event there are no vacancies available in the plant or in the event an employee is not physically capable of performing the job that is vacant, an employee having greater plant seniority will be entitled to bump the least senior person in the following four job classifications: janitor, material handler, press helper and bag helper. "Bump back" is defined as a reduction in the work force within the classification.

When an employee is bumped back, their current wage rate will be maintained for a period of six (6) weeks. After the six (6) week period, the employee's wages will change to those appropriate for the job classification in which they are working. "Lay off" is defined as a reduction in the work force within the plant, resulting in someone leaving the plant. No less than fourteen (14) days prior to any layoff, the Company will furnish the Union with copies of the proposed layoff lists and the Union will have five (5) calendar days to notify the Company of any changes regarding those listed, at which time the Union and its members will be bound by the layoff list. Any employee involved in a layoff, temporary or permanent will be given no less than seven (7) days' notice prior to separation. In the event of a permanently deleted job classification, an employee will be placed in their last former job and having their job classification seniority restored in full to what it would have been had the employee not moved into the deleted job classification. An employee whose job classification was permanently deleted but did not have a last former job shall be placed in accordance to their plant seniority and qualifications. Any employee affected by having their job classification permanently deleted will have the rate for the permanently deleted position protected for twenty-six (26) weeks. The Company shall exercise fairness in judging the qualification of employees, and any complaint that it has failed to do so may be taken through the grievance procedure set forth in Article XIV hereof. An employee shall have the right to use provisions of this Section to exercise two (2) successful moves to a lower-paying job. This right is limited to two (2) such successful moves during the

employee's period of employment, and the employee shall be subject to the same terms and conditions applying to other job changes or promotions.

Section 4: Plant-wide seniority shall mean length of continuous service within the Greensburg Plant only. Working foremen or foreladies are not entitled to credit for job seniority in the position they held immediately prior to becoming working foremen/foreladies for any period of time they served as working foreman/foreladies between February 16, 1981 and October 1, 1996. Beginning October 1, 1996, working foreman/foreladies shall accrue job seniority in the positions and department they were working in immediately prior to becoming working foremen/foreladies for all time spent as working foremen/foreladies subsequent to October 1, 1996.

Section 5: In the establishment of shifts, the Company, insofar as operative requirements permit, will allow employees to choose their shifts on the basis of job classification seniority.

Section 6: It is agreed the Company shall also have the right, in its sole discretion, to run operations at its Greensburg, Indiana facility on a four (4) shift basis; however, when it is determined to work on a four (4) shift basis, the employees working on a four (4) shift basis will be given a thirty (30) day notice of the change in schedule and once a schedule change is implemented, the Company will remain on the new schedule for a minimum of six (6) months.

Section 7: An employee's seniority and an employee's continuous service shall be broken if (a)

they are discharged, (b) they voluntarily quit, (c) they fail to report for work after a layoff within seven (7) days after being notified to return by registered letter mailed to their last-known address, (d) they have been absent from work for more than one (1) year because of a layoff, or they have performed no work for the Company for a period of twenty-four (24) months, or (e) they fail to report for work the workday following the expiration of an authorized leave of absence. In order to retain their seniority after six (6) months of layoff, an employee must notify the Company in writing each thirty (30) days thereafter that they desire to retain their seniority. An employee transferred to or promoted to a position outside the bargaining unit but within the Greensburg Facility, shall accumulate and retain their seniority for two (2) years.

Section 8: A leave of absence, without pay, for good an sufficient reason, shall be granted for a period not to exceed three (3) months upon written application to and receipt of written approval from the Plant Manager, Human Resources Manager or their designee. Leaves of absence may be extended upon application for good cause; however, to be valid, such extension must be in writing and approved by the Plant Manager, Human Resources Manager or their designee. After having used six (6) weeks of any leave of absence, in any calendar year, an employee will be required to use all available vacation before the leave of absence expires.

Section 9: The provisions of the Universal Military Training and Service Act, as amended, shall be followed in connection with the reinstatement or re-

employment of former employees of the Company who have been discharged from the military and naval service of the United States.

Section 10: In the event it becomes necessary to reduce the working forces, the Company will lay off employees in accordance with the seniority provisions of this Agreement instead of working employees a short work week unless the Company and the Union agree to the contrary.

Section 11: The Company shall send a registered letter, return receipt requested, to the last-known address of each laid-off employee who is scheduled for work on the weekly schedule that is posted on Thursday of each week. The registered letter shall advise the employee of his work schedule for the following week. The Company shall not be held liable for failure to notify a scheduled employee so long as such letter is mailed at the post office in Greensburg, Indiana no later than the Thursday such work schedule is posted at the plant. If the employee does not respond to the Company's letter within fourteen (14) days of the mailing, their employment will be terminated. Should this arrangement prove to be unacceptable to either the Union or the Company, the parties will meet to try to develop a mutually agreeable procedure.

Section 12: Before leaving on vacation, sick leave, personal leave or voluntary lay off, any employee may notify the Company in writing (on a form to be supplied by the Company) of any job or jobs on which they would like to bid, should an opening in the same occur during their absence, the employee shall be

considered to have bid on such job and the Company shall insert their name on the job bid.

Section 13: Employees assigned a relief bid may hold that position for a maximum of eight (8) months without loss of seniority. After eight (8) months, the job must be posted as a permanent bid position or reposted for a relief bid. No employee may hold the same relief position for more than eight (8) months unless no other employee bids on the relief position.

Section 14: The Local Union President shall have super seniority for purposes of layoff over other members. This means the President will be the most senior for the purposes of layoff. The Local Union President shall also have super seniority for shift preference within their job classification.

ARTICLE VI: HOURS, OVERTIME AND PREMIUM PAY

Section 1: This Article is intended only to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or as a guarantee of days of work per week or month. However, additional time may be worked to permit the operation or protection of the plant when that time is paid for in accordance with the provisions of this Agreement.

Section 2: Eight-Hour Schedule

Employees shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all work in excess of eight (8) hours in any one day or forty (40) hours in

any one week, and with respect to them, the normal work week shall commence at 7:30 A.M., with the understanding, however, that the commencing hour may be varied by mutual agreement of the Company and the shop committee and will be adjusted to coincide with the regular hours for changing shifts. The work week commencing hour has been changed from 7:30 A.M. on Monday to 11:30 P.M. on Sunday, with the understanding that if such change proves to be unacceptable to the Company or the Union, the shop committee and the Company shall meet in an effort to mutually agree to a new commencing hour for the work week. Should the parties fail to mutually agree to change the commencing hour of 11:30 P.M. Sunday to another specific commencing hour, then the commencing hour for the work week shall revert back to 7:30 A.M. Monday. It is understood and agreed that if the commencing hour of the work week is 11:30 P.M. Sunday, then the Company shall not be liable for Sunday pay as provided for in this Section for the time from 11:30 P.M. Sunday to 12:00 midnight Sunday. When the commencing hour for the work week of 11:30 P.M. Sunday is in effect, it is understood that the period from 11:30 P.M. Sunday to 7:30 A.M. Monday shall be considered as the beginning shift on Monday. Employees, other than those working on a four (4) shift basis, shall be paid two (2) times their regular hourly rate of pay for all work performed by them on Sunday, and employees working on a four (4) shift basis shall be paid one and one-half (1 ½) times their regular hourly rate of pay for all work performed by them on Sunday. Two (2) times the employee's regular straight-time hourly rate shall be paid to all employees for hours worked consecutively in excess of twelve (12) in any one day.

Twelve-Hour Schedule:

Employees shall be paid one and one-half (1 ½) times their regular rate of pay for all work in excess of twelve (12) hours in one day or forty (40) hours in one (1) week. Any employee who works all of their scheduled work days in a work week and also works a scheduled day off in the same work week, will receive one and one-half (1 ½) times their regular hourly rate of pay for all hours worked by him/her on the scheduled day off, provided however an employee shall not be paid both daily and weekly overtime for the same hours worked. Time worked on Sunday will be paid one and one-half (1 ½) times the regular hourly rate. Any employee working in excess of thirteen (13) consecutive hours will receive two (2) times their regular hourly rate for those hours in excess of thirteen (13). The work week shall start at 7:30 A.M. Monday and end at 7:30 A.M. the following Monday. The work day shall start at 7:30 A.M. and end at 7:30 A.M. the following day. It is understood that the starting time of the work week and the work day may be changed by mutual agreement of the parties.

No employee shall be required to work New Year's Eve Day, New Year's Day, Independence Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and either Christmas Eve or the day after Christmas. The Company will not require any employee to work the second shift on Christmas Eve or the third shift on the day after Christmas (actually starting at 11:30 P.M. on Christmas Day). It will be the Company's decision whether to ask for volunteers to meet production needs or for fire watch on those

respective shifts.

Section 3: Any holiday designated in Article VII hereof falling on one of the days of an employee's established five (5) day work week shall be counted on as eight (8) hours when not worked for the purpose of computing overtime for hours over forty (40) per week.

Section 4: Overtime and/or premium pay will not be pyramided. Where work performed falls within two or more overtime and/or premium pay classifications, only the highest single overtime or premium rate shall be paid for such work.

Section 5:

Eight-Hour Schedule:

No overtime shall be allowed a full-time employee if other full time employees in the department who are qualified for the work and who are available to perform the desired work have not been scheduled for at least forty (40) hours during the current week to date. In the application of the above sentence, it is understood and agreed that employees who are laid off shall not be considered available to perform the desired work.

Twelve-Hour Schedule:

No overtime shall be allowed a full-time employee if other full time employees in the department who are qualified for the work and who are available to perform the desired work have not been scheduled for at least thirty-six (36) hours during the current week to date. In the application of the above sentence, it is understood and agreed that employees who are laid

off shall not be considered available to perform the desired work.

Section 6: It is agreed that, so far as practicable, overtime will be voluntary within a job classification. It is recognized that the Company has the right to require overtime work where volunteers are not forthcoming. If a shift worker's mate is required to work overtime pursuant to Article XI, Section 1, such overtime shall be counted as required overtime worked on the required overtime list. Employees absent for any reason shall be considered to have been offered and refused voluntary overtime. Where an employee changes shift, for any reason, he will be placed on the overtime lists according to his classification seniority and will be offered or required to work overtime in accordance with such place on the lists. Complaints or grievances that the Company erred in providing the overtime to the proper employee, investigated and proven, the employee will be provided the opportunity to work an equal period of overtime to be made whole. Employees cannot be forced two (2) consecutive days more than once in a work week, nor more than two (2) consecutive days without a day off. The Company's right to require overtime notwithstanding, no employee shall be required to work overtime when to do so would cause that individual to work more than sixty (60) hours in work week or would cause the individual to have less than eleven (11) hours off between shifts-unless no other qualified employees can be required to work. In any case, no employee shall be required to work overtime when it would cause the individual to have less than eight (8) hours off between shifts.

The Company will maintain an up to date list of overtime worked on a voluntary basis. When the Company determines that overtime is to be worked, it shall be offered to the individual employee within the job classification involved who is immediately available to perform it, based on the voluntary overtime procedure in place in the department. Currently these procedures are known as the “arrow” or “X” systems. An employee volunteering to work overtime must work in excess of one (1) hour in order to be considered to have worked voluntary overtime.

The Company will maintain a list showing which employee was last required to work overtime. In the event no volunteers are forthcoming to work overtime, the Company shall require the individual employee working in the job classification involved and who is immediately available to perform the overtime work, based on the required overtime procedures in place in the department. Currently these procedures are known as the “arrow” or “X” systems.

Eight-Hour Schedule:

It is understood that employees working the four (4) shift basis and who are scheduled off on the Saturday, Sunday, Monday weekend will not be considered available to work required overtime.

Twelve-Hour Schedule:

To assist in the awarding of overtime assignments, workers will be asked to sign volunteer lists for overtime opportunities. Employees not signing the lists will be considered to have rejected the voluntary opportunity when the assignment(s) are made using the voluntary overtime process. Individuals signing

the volunteer list will be required to work if notified. An employee normally assigned to the shift where the opportunity exists will be given preference over an employee who works on the other shift. Employees will not be required to work overtime more than once during any period of scheduled consecutive days off.

Section 7: All shift work scheduled shall be posted on or before 2:00 P.M. Thursday of the week preceding the week for which the schedule is made, subject to emergencies. For a five-day schedule, weekend overtime shall be posted on or before 7:00 A.M. Thursday prior to the weekend to be worked, subject to emergencies.

Section 8: Seasonal Help (summer/holiday help) will not be considered available for voluntary overtime unless all available permanent employees within that classification have refused that overtime position.

ARTICLE VII: HOLIDAYS

Section 1: Each employee who has been on the payroll of the Company for thirty (30) days shall be paid eight (8) hours' pay at the straight-time day rate of their scheduled job if no work is performed on a designated holiday, provided the employee, unless absent with the permission of the Company, misses no more than the first two (2) hours of the day before the holiday and leaves no more than one (1) hour early the day after the holiday. Designated holidays are New Year's Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, either Christmas Eve or the Day after Christmas, Christmas Day and New Year's Eve.

Any employee scheduled to work on a designated holiday but fails to work as scheduled, shall not be entitled to holiday pay unless excused by the Company. Employees absent from work because of injury suffered in the plant shall receive eight (8) hours' holiday pay for those holidays designated above which occur during the first twelve (12) month period of such absence. Should a holiday occur during the first seven (7) days of disability, the employee will receive full holiday pay. An employee will receive 50% of their wages for any holiday occurring after the first seven (7) days of disability. Double time will be paid for all hours worked on any of the above-designated holidays in addition to the eight (8) hours' holiday pay for employees who qualify under this Article for holiday pay. Employees working a twelve-hour (12) schedule and who are scheduled to work a holiday, based on the weekly schedule, who do not work due to the Company's decision after the schedule is posted, will receive twelve (12) hours pay at straight time for the holiday.

Section 2: The Company will maintain a voluntary holiday equalization list according to employees on a given shift. Voluntary holiday opportunity will be equalized on a calendar year basis according to job classification seniority on a given shift. Each separate holiday will be construed as one (1) opportunity. If two (2) or more holidays fall consecutively, they will be considered as separate opportunities, the most senior employee on the shift will be given the very first opportunity to work the first holiday. The next holiday will be offered to the next most senior employee on the shift who has the least amount of opportunity. When an employee has been offered the opportunity

to work a holiday, an "X" will be placed next to their name to signify on the holiday equalization list that they were given the opportunity to work the holiday. Securing holiday work will continue in this manner by decreasing seniority, with the most senior employee with the least amount of opportunity always being offered the next opportunity for the next holiday. Each holiday occurrence will be construed as one (1) opportunity and be charged with an "X", regardless of the number of hours. Only employees who are regularly scheduled to work the holidays will be offered the opportunity to work. Employees who are scheduled off on the day of the holiday shall not be allowed to work the holiday unless the regularly scheduled employees refuse the opportunity and more employees are needed to fulfill the necessary requirements for the holiday work. Employees will only be allowed to work their regular scheduled shift on the day of the holiday and will not be allowed to bump other employees from their regular scheduled shift on the day of the holiday, with one (1) exception. Employees who elect to work another shift on the holiday other than their regular scheduled shift may do so only if the manning requirements would allow them this opportunity and they do not bump any regular scheduled employees from their regular scheduled shift. This procedure will be utilized up to the time the shift ends on the day preceding the holiday. A vacancy being filled after the end of the shift preceding the holiday will be filled by seniority.

Section 3: A holiday shall consist of the period of twenty-four (24) hours commencing at the starting time for the work week in effect at the time the holiday occurs.

Section 4: Employees working on a four (4) shift or tour schedule will observe Easter as a holiday in full exchange for Good Friday, subject to all the conditions of Section 1. On the Friday immediately before Easter the four (4) shift or tour employees will be paid at a rate of time and one half (1 ½) for hours worked.

Section 5: Seasonal help (summer/holiday help) will not be considered available for holiday work until all available permanent employees within that classification have refused the holiday work.

ARTICLE VIII: VACATIONS

Note: For the purpose of Article VIII, the term hours worked shall include all time an employee is away from work due to an approved FMLA leave.

Section 1: Each employee who has completed six (6) months of continuous service with the Company and who has worked at least one thousand forty (1,040) actual working hours during the prior calendar year, shall be entitled, effective January 1, to a vacation of one (1) week with pay for forty (40) hours at their regular hourly rate of pay. Anyone hired between July 1 and December 31, who has worked at least one thousand forty (1,040) actual working hours, shall be entitled, after six (6) months of service, to a vacation of one (1) week with pay for forty (40) hours at their regular hourly rate of pay.

Section 2: Each employee who has completed over six (6) months but less than five (5) years of

continuous service with the Company and who has worked at least one thousand forty (1,040) actual hours during the prior calendar year shall be entitled, effective January 1, to vacation of two (2) weeks with pay for eighty (80) hours at their regular hourly rate of pay.

Section 3: Each employee who has completed five (5) years but less than fifteen (15) years of continuous service with the Company and who has worked at least one thousand forty (1,040) hours during the prior calendar year shall be entitled, effective January 1, to a vacation of three (3) weeks with pay for one hundred (120) hours at their regular hourly rate of pay.

Section 4: Each employee who has completed at least fifteen (15) years of continuous service with the Company and who has worked at least one thousand forty (1,040) actual working hours during the prior calendar year shall be entitled, effective January 1, to a vacation of four (4) weeks with pay for one hundred sixty (160) hours at their regularly hourly rate of pay.

Section 5: When a paid holiday occurs during an employee's vacation period, the employee affected shall receive one (1) additional day's pay.

Section 6: The allotment of vacation time is to be decided by the Company. Earned vacation must be taken within the calendar year. However, Employees with three (3) or more weeks of vacation will be allowed to carry over one (1) full week of vacation to the following calendar year. However, any carried over vacation must be exhausted by the end of that

calendar year. The maximum vacation time allowed per year will equal the allotted time based on years of service plus one (1) week of unused vacation time from the previous year. Throughout the year, employees may choose to receive payment in lieu of vacation time off for any full week increments of vacation earned. During the first pay period of the new calendar year, the Company will automatically pay all employees for any vacation time left from the prior year unless an employee notifies the Company in writing by December 1st that they wish to carry over one (1) full week of vacation to the next calendar year. Payment in lieu of vacation time off will not be considered time worked for purposes of overtime calculations. It is understood that the vacation week coincides with the workweek, as described in Article VI, Section 2. Employees on an eight (8) hour and twelve (12) hour schedule, who are entitled to one or more weeks of vacation, may schedule up to two (2) weeks of their earned vacation each year in individual days. Employees may use one of those two (2) weeks of individual days in four (4) hour increments if on an eight (8) hours schedule and six (6) hour increments if on a twelve (12) hour schedule. An individual day of vacation will reduce the earned vacation allowance by eight (8) or twelve (12) hours depending on which schedule the employee works. Vacation allowance less six (6) hours will be paid in lieu of time off for those employees on the twelve (12) hour schedule. Employees may request to be paid their four (4) hour balance any time after their three (3) individual vacation days have been taken. Individual days must be scheduled with management in time for coverage to be scheduled on the weekly work schedule or on rare occasion, with mutual

agreement between the employee and management it may be scheduled with less notice. It is understood that a week's vacation for employees on a twelve (12) hour schedule will consist of forty (40) hours pay regardless of the scheduled hours that week.

The Company and the Union agree to follow the contract language pertaining to two (2) weeks of vacation being allowed for individual days of vacation, therefore making the "Individual Vacation Day Policy" signed and dated by the parties on December 15, 2000 null and void.

Section 7: Regular hourly rate of pay means straight-time pay, including night shift differential and the four (4) shift premium described in Article IX, Section 3 and 4 in the amounts, if any, being received by the employee during the week prior to the commencement of the vacation.

Section 8: Any employee who has qualified for any vacation and is either laid off or quits his employment before taking their annual vacation, shall receive any vacation that they have not taken but were entitled to effective January 1. If a layoff is not considered to be a permanent layoff, employees may elect to defer their vacation until they return from layoff status. However, if the layoff is to continue past December 31 of the year, the employee will receive pay for any earned but unused vacation.

Section 9: Any employee with twenty (20) or more years of service as of January 1, 1997 will be paid an amount equal to one (1) week of vacation forty (40) hours in lieu of a fifth week of vacation. Such

payment will be made on June 1 or the first payday thereafter.

Section 10: Employees will be required to work on weekends immediately prior to their scheduled week of vacation unless operational requirements permit them to have that weekend off. It is understood that the respective Department Manager will have sole discretion as to whether or not the department's operational requirements can be met. It is also understood that operational requirements may vary from department to department, shift to shift, or job classification to job classification. This provision applies only when a full week of vacation is scheduled. The Company guarantees that employees will have the weekend off after a scheduled full week's vacation.

Section 11: Between January 1 and March 1 of each year, employees shall be allowed to schedule their vacation in order of their job classification seniority. Employees who have not scheduled their vacation by March 1 shall thereafter schedule their vacation on a first-come-first-serve basis. Single day vacations shall be scheduled on a first-come-first-serve basis, except that prior to January 10 or at any time two (2) or more employees in the same job classification are attempting to schedule the same day for a single day vacation, job classification seniority shall control. In all cases, once properly approved for a full week or weeks of vacation observance, an employee's vacation schedule shall not be changed without his or her consent.

ARTICLE IX: WAGES AND SPECIAL

CONDITIONS

Section 1: During the term of this Agreement, the following scale of wages and special conditions shall prevail:

It is the intent of both the Company and the Union that employees in progression shall, during the progression period, receive as much experience in their trade, as it is practical for the Company to give them without making extra work. To this end, there shall be no restrictions on the classification work assignments.

If the employee in progression does not make satisfactory progress during the progression period, they may be dismissed or transferred to other work commensurate with their seniority and ability. Such dismissal, if considered unjustified by the Union, shall be subject to the normal provisions of the grievance procedure. It is the intent of the parties that employees in progression shall work during the entire progression period, and if such period is unduly affected by absence from work, compensating changes may be made in the progression period.

When filling a Press Operator job bid, the Company will first consider any Press Helper with at least six (6) months experience. Should the Company not receive enough eligible candidates, the Company will consider candidates in the following order: Any Press Helper, Maintenance Technicians, Bag Operator, Platemakers, Proofers, Ink Blenders, Utility Technicians, Bag Helpers, Rewind Operators, Shipper/Receivers, Inventory Clerks, Storeroom

Attendants, Lab Technicians, Packers, Material Handlers, Janitor. The Company will consider ability (as determined by the Company) and dependability when filling these positions, both being equal, seniority will prevail. If an adequate number of eligible employees do not volunteer to move into the press operator position, then the junior qualified press helper will be required to move into the press operator position. A qualified press helper will be defined as any press helper currently holding the top press helper rate of pay.

It is the desire of both parties to move helpers into progression to provide for vacancies as they may occur in the ranks of journeymen, but the Company is not precluded from hiring journeymen from the outside.

PRINTING DEPARTMENT

	6/9/05	6/9/06
Press Operator		
1 to 12 Months	\$ 17.47	\$ 17.65
12 to 24 Months	18.14	18.32
Over 24 Months	18.47	18.65
Platemaker, Plate/Proofer		
1 st 6 Months	\$ 15.04	\$15.19
6 to 12 Months	15.66	15.82
12 to 24 Months	16.27	16.43
24 to 36 Months	16.86	17.03
36 to 48 Months	17.47	17.65

Over 48 Months	18.13	18.31
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PROOFER		
1 st 6 Months	\$ 14.72	\$ 14.87
6 to 12 Months	15.14	15.29
12 to 24 Months	15.52	15.67
24 to 36 Months	15.91	16.07
36 to 48 Months	16.47	16.64
Over 48 Months	16.85	17.02
	6/9/05	6/9/06
CYLINDER HANDLER		
0 to 120 Days	15.04	15.19
120 Days to 12 Months	15.66	15.82
Over 12 Months	16.26	16.42
INK BLENDER		
1 st 6 Months	14.72	14.87
6 to 12 Months	15.14	15.29
12 to 24 Months	15.52	15.67
Over 24 Months	15.91	16.07
UTILITY TECHNICIAN		
1 st 6 Months	14.72	14.87
6 to 12 Months	15.14	15.29
12 to 24 Months	15.52	15.67
Over 24 Months	15.91	16.07

PRESS HELPER		
1 to 3 Months	\$ 13.61	\$ 13.75
3 to 6 Months	13.99	14.13
6 to 12 Months	14.17	14.32
Over 12 Months	14.65	14.80

BAG DEPARTMENT

BAG OPERATOR		
1 to 6 Months	15.20	15.35
	6/9/05	6/9/06
6 to 12 Months	15.59	15.74
12 to 18 Months	16.33	16.49
Over 18 Months	16.73	16.89
BAG HELPER		
1 st Month	13.13	13.26
1 to 3 Months	13.34	13.47
3 to 6 Months	13.74	13.87
Over 6 Months	14.30	14.44
PACKER		
1 st 3 Months	13.67	13.80
Over 3 Months	14.02	14.16

MAINTENANCE DEPARTMENT

CLASS III - Base Rate	\$ 12.72	\$ 12.85
Introduction C	0.39	0.39
Mechanical B	0.39	0.39
Electrical A	0.39	0.39
CLASS II	1.52	1.53
Mechanical MB	0.38	0.38
Mechanical MA	0.58	0.59
Electrical EB	0.35	0.35
Electrical EA	0.46	0.46
CLASS II (continued)	6/9/05	6/9/06
Cooling Sys CS	0.11	0.11
CLASS I	0.79	0.80
Mechanical MB	0.65	0.66
Mechanical MA	0.84	0.85
Electrical EB	0.65	0.66
Electrical EA	1.96	1.98
Cooling Sys CS	0.27	0.27
Maximum Adjusted Base Pay	\$ 22.45	\$ 22.66

OPEN CLASSIFICATION

Janitor		
1 st 3 Months	\$ 12.15	\$ 12.27
Over 3 Months	12.51	12.63
Janitor Baler Combination		
1 st 3 Months	12.54	12.66
Over 3 Months	12.91	13.04
Seasonal Help	11.47	11.58
Rewind Operator		
1 to 6 Months	14.91	15.06
Rewind Operator (cont.)	6/9/05	6/9/06
6 to 12 Months	15.29	15.44
12 to 24 Months	15.67	15.82
Over 24 Months	16.06	16.22

SHIPPING AND RECEIVING

Inventory Clerk		
1 to 6 Months	14.14	14.28
6 to 12 Months	14.46	14.60
12 to 18 Months	15.14	15.29
Over 18 Months	15.56	15.71

Material Handler		
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1 st Month	\$ 12.83	\$ 12.96
1 to 3 Months	13.09	13.22
3 to 6 Months	13.43	13.57
Over 6 Months	14.08	14.22
Shipper/Receiver		
1 to 6 Months	15.53	15.68
6 to 12 Months	16.12	16.28
Over 12 Months	16.65	16.81
Storeroom Attendant		
Entry	13.79	13.92
After 1 Year	15.22	15.37

TECHNICAL

Lab Technician	6/9/05	6/9/06
1 to 3 Months	12.82	12.95
3 to 6 Months	13.21	13.34
6 to 12 Months	13.74	13.87
12 to 18 Months	14.20	14.35
18 to 24 Months	14.67	14.82
Over 24 Months	15.12	15.27

Section 2: For each hour of work performed while working on a four (4) shift basis, those employees

shall receive a tour premium of forty cents (\$0.40) per hour.

Section 3: Eight Hour Schedule:

Employees assigned to the second, third and fourth shift shall be paid a shift premium of twenty cents (\$0.20) per hour.

Twelve-Hour Schedule:

Employees assigned to the P.M. shift shall be paid a shift premium of twenty-seven and one-half cents (\$0.275) per hour.

Section 4: If, during the term of this Agreement, new processing equipment is placed into operation or existing processing equipment is changed whereby new job classifications are established or existing job classifications are substantially changed, the Company may establish a new rate. Such action referred to above shall be discussed with the shop committee prior to such change. Should the Union disagree with the Company concerning the new rate or the decision to not establish a new rate, a protest of the rate shall be made within sixty (60) days from the date the new equipment was placed in operation or existing equipment was changed, and shall be subject to the grievance procedure set forth in Article XIV hereof. The permanent rate so established, if higher than the rate established by the Company, shall be retroactive to the date on which the employees were assigned to the new job classification or to the date an existing job classification was substantially changed.

Section 5: If, during the term of this agreement,

new processing equipment is placed into operation or existing processing equipment is changed whereby new job classifications are established or existing job classifications are substantially changed, the Company may establish a new rate. Such action referred to above shall be discussed with the shop committee prior to such change. Should the Union disagree with the Company concerning the new rate or the decision to not establish a new rate, a protest of the rate shall be made within sixty (60) days from the date the new equipment was placed in operation or existing equipment was changed, and shall be subject to the grievance procedure set forth in Article XV thereof. The permanent rate so established, is higher than the rate established by the Company, shall be retroactive to the date on which the employees were assigned to the new job classification or to the date an existing job classification was substantially changed.

Section 6: No employee shall suffer any reduction in hourly rate of pay because of the application of this Agreement.

Section 7: If an employee is assigned to a higher-rated job classification for more than 20 hours during the week, they shall be paid the higher rate of pay for all hours worked during that week. If an employee is temporarily (one day or less) assigned to a lower-rated job classification, their rate of pay shall not be changed. If an employee is permanently (one day or more) assigned to a lower-rated job classification, their rate of pay shall be reduced to the rate of the job to which they are assigned; provided, however, when an employee is assigned to a lower-rated job for

convenience of management when work is available for the employee in their regular classification, their rate of pay shall not be reduced.

Section 8: When an employee is employed who has past experience in the position to which they are assigned, they shall be given credit for past experience. If, at any time during the 120 calendar day probationary. The employee's work indicates that their past experience does not justify the rate being paid to them, the Company may, instead of discharging them, arrive at a lower rate with the shop committee and thereafter if the employee is retained in the Company's employment, their progression shall run from that rate.

Section 9: It is recognized that the Company has the exclusive right to determine from time to time whether first-level supervision in one or more departments shall be performed by foreman or foreladies who are covered by the bargaining unit or through salaried supervisors who are not members of the bargaining unit. An employee in a working foreman or forelady capacity will not have the authority to hire, suspend, layoff, recall, discharge, reward, adjust grievances or discipline employees within the meaning of the National Labor Relations Act, as amended. An employee designated as, and working in the capacity of, a foreman or forelady shall be paid fifty cents (\$0.50) per hour above the journeyman rate set forth above for those journeymen in their departments and under their supervision. Supervisory employees who are not members of the bargaining unit shall not perform the work done by those they supervise. This shall not mean that

supervisors cannot help out in emergencies and render assistance when necessary to overcome production difficulties that interrupt production flow, nor shall it be construed to prohibit supervisors from performing work while instructing, experimenting or doing special work involving research and development for improvement of production and manufacturing methods.

Section 10: When management determines there is a need to discuss with an employee an issue from which discipline might be imposed, the employee shall be offered Union representation. Such employee may decline Union representation provided he or she does so in writing. In all cases, copies of any disciplinary warnings, written or verbal, and letters of discharge will be provided to the President of the Local.

Section 11: Employees should be allowed an opportunity to improve their status for purposes of promotion. When considering an employee's ability and dependability for promotion, any entry, which has been in the employee's file longer than two (2) years will not be used to judge ability or dependability.

ARTICLE X: CALL BACK TIME

Section 1: Call back time, equal to three (3) hours pay, will be paid to any employee whom, after completing their day's work and clocking out of the plant, is instructed by management to return to work or is called back to work for a period of time.

Section 2: Call back time, equal to three (3) hours

pay, will be paid to any employee performing Saturday or Sunday overtime not posted by 7:00 A.M. the previous Thursday for those employees working on a five (5) day schedule and by 7:30 P.M. for those employees on a seven (7) day schedule.

Section 3: Any employee who, pursuant to instructions from the Company, within the last four (4) hours of their regularly scheduled shift, continues to work past the end of their regular shift for a period of more than two (2) hours shall be paid three (3) hours pay at their regular straight time day rate in addition to pay for the actual hours worked, as long as it is not the result of another employee's failure to report to work.

ARTICLE XI: SPECIAL ALLOWANCES

Section 1: If a shift worker does not report to their regular shift, their mate shall notify the foreman or forelady and shall then remain at their position until a substitute is secured, but not for more than four (4) hours. Such extra work shall be paid for at the applicable overtime rate. Employees on a twelve (12) hour schedule will not be forced to remain at their position in excess of thirteen (13) hours.

Section 2: In case any employee reports for work on their regular workday, having been ordered to report for such work, and no work is provided at their regular job, they shall receive a day's work at their established rate; provided, however, that in cases of emergencies, such as fire, earthquake, breakdown of equipment or other causes beyond the control of the Company, no work need be provided.

Section 3: Any regular employee who may lose time from work because of being called for or service on a jury shall, upon presentation of a statement signed by an officer of the court involved signifying the time they so served on the jury, be reimbursed for their regularly scheduled hours lost at their appropriate hourly date rate for jury service, less the amount of jury pay received. A P.M. shift employee, working a 12-hour schedule, summoned to jury duty will be transferred to the first shift during the jury service period for which they are summoned. Employees moved to the first shift are required to report to work if their jury duty ends on any day in time to permit at least four (4) hours' work. It will be the responsibility of the employee to obtain documentation from an officer of the court.

Section 4: A voluntary time off (VTO) equalization list will be maintained by the Company according to employees on a given shift. VTO will be equalized on a calendar year basis according to job classification seniority on a given shift. The most senior employee on that shift will be offered the first opportunity for the first occasion of VTO. The next occasion of VTO will be offered to the next most senior employee on the shift with the least amount of opportunity. When an employee is offered VTO, an "X" will be placed next to their name to signify that they were given the opportunity for the VTO. VTO will continue on this basis by decreasing seniority and equalized on a calendar year basis. The most senior employee on the shift with the least amount of "X's" will always be offered the VTO on the next occurrence. Each occasion of VTO will be construed as one (1) instance

and charged with an “X” regardless of the hours. If an employee changes shifts, then he will be placed on the VTO equalization list according to his job seniority on that shift and be offered the VTO according to where he is placed on that list.

If VTO is offered for more than one (1) day, it will be handled in this manner. The employee who, according to the VTO equalization list, has the least amount of “X’s” and is the most senior shall be offered the very next occasion of VTO. They will not be given the opportunity to choose which occasion or day of VTO they desire but only the very next occasion of VTO that is available. If there would be five (5) days of VTO, for instance, then they would be offered the very next day or occasion of VTO, not the day of their choosing. Each day of VTO will be offered on a one (1) day at a time basis until all days have been secured. No employee will be offered more than one (1) day of VTO at a time unless the VTO equalization list shows that the employee involved would be the next in the proper rotation with the most seniority and the least amount of “X’s” and they will be offered the VTO in order to equalize their position on the list.

VTO is defined as when an individual being allowed off from work is not replaced by overtime or by some one outside of the classification.

ARTICLE XII: BULLETIN BOARDS

The Company shall supply an official bulletin board for use by the Union which shall be used only for the purpose of posting information pertaining to Union meetings, the election of Union officials, the appointment of Union officials, Union recreational and

social affairs, and official Union notices not of a political nature.

ARTICLE XIII: SAFETY

Section 1: NO JOB IS SO IMPORTANT AND NO ORDER IS SO URGENT THAT WE CANNOT TAKE THE TIME TO DO THE WORK SAFELY.

The Company shall maintain sanitary, safe and healthful conditions in its plant. To accomplish this, the Company will provide reasonable safeguards to ensure safe working conditions. The management concept at this facility is not production and safety; it is safety with production. Safety is an effective production tool. All employees, regardless of position, are expected to use the safety equipment provided and to observe all rules of safety. The joint cooperation and participation of all employees is expected by both the Union and Management.

Section 2: The Company shall establish a Central Safety Committee of not less than three (3) members from the Union and not less than three (3) members from the Company. The Union representatives shall be selected by the Union. The committee will meet at mutually agreed times to discuss matters relating to safety within the plant. All complaints or suggestions for the betterment of health conditions in the plant submitted by the committee shall be promptly investigated by the Company. If a matter complained of is not properly settled to the satisfaction of the Committee, it shall, at the request of the committee be immediately submitted for final decision to the Division of Industrial Safety of the State of Indiana.

The Central Safety committee will support the safety improvement efforts by working on the following, but not inclusive, duties:

- Review and recommend safety rules.
- Review unsafe acts and conditions to achieve improvement.
- Conduct monthly departmental inspections and report findings to department.
- Review reports of each recordable injury and make recommendations for correction.
- Recommend and promote safety programs.
- Other safety improvement initiatives as outlined in the Employee Safety Handbook.

Section 3: Department safety meetings will be held monthly.

ARTICLE XIV: HANDLING OF GRIEVANCES AND ARBITRATION

Section 1: All employees shall at all times make an effort to perform their duties in such manner as to promote efficient operation of their departments and the plant as a whole, but if grievances shall arise regarding the interpretation or application of any of the terms of this Agreement, they shall be handled as hereinafter provided.

Section 2: The Union shall select from its membership in the plant a shop committee of not more than three (3) members which shall represent the employees in the plant for the specific purposes stated in this Article. A representative of the Union shall be entitled to sit with the shop committee.

Section 3: Any employee having a grievance, within three (3) days after the grievance becomes known to them, shall first discuss it thoroughly with their foreman/forelady or supervisor and make an honest effort to settle same, provided such settlement shall not be inconsistent with the terms of this Agreement. A member of the shop committee may take part in the discussion with the foreman/forelady or handle it with the foreman/forelady alone if the aggrieved employee so requests.

Section 4: If the employee and the foreman/forelady cannot agree on a satisfactory settlement, the employee shall report same, no later than three (3) days after meeting with the foreman/forelady, to the shop committee of the Union in writing.

Section 5: If an employee refers a grievance to the shop committee, the shop committee shall make a detailed investigation and decide whether the grievance should be carried further with the Company. Such investigation shall be made no later than five (5) days after the employee refers the grievance to the shop committee. If the shop committee decides to handle the grievance further, the shop committee shall present the written grievance to the supervisor for their initials, verifying that a previous discussion with the grievant has taken place. The shop committee shall then present the grievance to the Human Resource Department for copy and date stamp. The shop committee shall then present the grievance to the appropriate Production Manager (or designee). The Production Manager (or

designee) shall meet with the shop committee within five (5) days after receipt of the grievance with a view toward settling the grievance.

Section 6: If the grievance is not settled within three (3) days after such meeting is held, then the shop committee may, within three (3) additional days, notify the Human Resource Manager that they wish to have a meeting with them. After the Human Resource Manager is notified as outlined above, they shall, within ten (10) days, hold a meeting with the shop committee and a representative of the Union with a view toward settling the grievance.

Section 7: Where a grievance involves discharge, Sections 3, 4 and 5 may be bypassed. If such is the case, the grievance must be presented to the Human Resource Department for copy and date stamp within seven (7) working days and the Human Resource Manager shall be notified that they wish to have a meeting with them. After the Human Resource Manager is notified, they shall within ten (10) days, hold a meeting with the shop committee and a representative of the Union with a view toward settling the grievance.

Section 8: If the grievance is not settled within five (5) days after such meeting is held with the shop committee and representative of the Union, the Union may submit the matter to arbitration no later than thirty (30) days after the expiration of the five (5) day period mentioned above in this Section. If such request is not made within the thirty (30) day time limit the grievance shall be ended and the subject matter of the grievance shall be settled.

Section 9: If the Company calls a meeting of the shop committee, the Company shall pay the shop committee members for time spent by them attending the meeting. If the shop committee calls for such a meeting, the shop committee members shall not suffer any loss of straight-time pay because of time spent in the meeting.

Section 10: Upon the timely delivery to the Company of the Union's written request for arbitration, the Union shall apply to the American Arbitration Association ("AAA") or to the Federal Mediation and Conciliation Service ("FMCS") for a list of nine (9) neutral, experienced arbitrators.

Upon receipt of the list of arbitrators from AAA or FMCS, the Company and Union shall select the arbitrator within fourteen (14) days, by alternately striking names from the list until only one remains. The party striking first shall be the one that struck the second name on the most recent prior occasion.

Within seven (7) days after an arbitrator has been selected, the Union shall notify the Arbitrator in writing, with copies to the Company, of the Arbitrator's selection and request the Arbitrator to schedule a hearing. Within thirty (30) days of such notification, the arbitrator shall confer with the parties in order to schedule a hearing.

Before accepting the appointment, the prospective arbitrator shall disclose any circumstances likely to create a presumption of bias or which might disqualify him or her as an impartial arbitrator. If either party

declines to waive the presumptive disqualification, or if the selected arbitrator is unable to schedule a hearing within a reasonable time or if the arbitrator becomes unable to serve for any reason, the vacancy created shall be filled by repeating the selection process.

The arbitrator shall provide a fair hearing and receive all material evidence pursuant to the labor arbitration rules of AAA. Should a question of arbitrability be raised by either party, the arbitrator shall decide that issue before turning to the merits of the grievance, however in all cases the arbitrator shall receive all evidence on all issues related to that grievance at the same hearing.

The award of the arbitrator shall be final and binding on both parties of this Agreement. The arbitrator will render his written decision and award within thirty (30) days of submission of closing arguments or post-hearing briefs. The function of the arbitrator shall be judicial in nature rather than legislative, and the arbitrator shall not add to, ignore, amend, alter or modify any provisions of this Agreement. The arbitrator shall not deprive the Employer or the Union of any rights expressly or impliedly reserved to them by contract or law.

All grievances when reduced to writing shall be the property of the Union and may be settled, pursued, or withdrawn at its sole discretion. The time limits may be extended by mutual agreement at any stage of the grievance and arbitration procedure. Violation of time limits by the Union shall unless waived by the Company, invalidate the grievance. Violation of time

limits by the Company, unless waived by the Union, shall allow the Union, at its option, to advance the grievance to arbitration.

Section 11: For all grievances filed after the execution of this Agreement, the expense incident to the services of the impartial arbitrator shall be shared equally by the Company and the Union.

Section 12: During the terms of this Agreement, the Union agrees that it will not cause or permit its members to cause nor will any member of the Union take part in any strike or activity, which interferes with the production of the Company including any sympathy strike. Neither the Union nor any of its officers or representatives shall be held liable for any damages resulting from unauthorized or "wildcat" strike not called, directed or ratified by them unless they fail to use their best efforts to bring about a cessation of any such unauthorized or "wildcat" strike. The Company may discharge any member of the Union who violates any provision of this Section. The Company agrees that it will not lock out any of its employees during the time this Agreement is in force.

ARTICLE XV: COMMITTEES APPOINTED UNDER THIS AGREEMENT

In order to be eligible for membership on any committee appointed under the provisions of this Agreement, an employee chosen by the Union must have been continuously employed in the plant for one (1) full year next preceding their selection.

ARTICLE XVI: SAVINGS CLAUSE

The parties hereto believe that each and every provision of this Agreement is lawful. However, if any provision of this Agreement is or should become in contravention of the laws or regulations of the United States or of the state in which the plant covered by this Agreement is located, such provision shall be superseded by the appropriate provisions of such laws or regulations so long as such laws or regulations remain in force and effect, but all other provisions of this Agreement shall continue in full force and effect. If the parties are unable to agree as to whether or not any provisions hereof is in contravention of any such laws or regulations, the provision hereof involved shall remain in effect until the disputed matter is settled by the court or other authority having jurisdiction in the matter.

ARTICLE XVII: FUNERAL PAY

Section 1: Should a death occur in the immediate family, a regular employee who attends the funeral shall be granted, upon request, a leave of absence of three (3) consecutive eight (8) hour work days (for a total of twenty-four (24) hours), consisting of the funeral and either the two (2) days preceding, the day preceding and the day following, or the two (2) days following the day of the funeral. The employee shall be compensated for the scheduled days they would have worked within the applicable period, had such death not occurred. Immediate family as used in this paragraph means the employee's spouse, mother, father, stepfather, stepmother, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, and stepchildren (current spouse only). Upon the

death of a grandmother, grandfather, son-in-law or daughter-in-law of a regular employee, the employee, upon request, shall be granted up to a three (3) day leave of absence, consistent with the above scheduling, however, the employee will only be compensated for the day of the funeral if they would otherwise have worked a scheduled day on the day of the funeral. The employee will be compensated at their straight time hourly rate for the regularly scheduled hours on the scheduled day.

Section 2: Upon request, an employee shall be allowed unpaid funeral leave for up to three (3) consecutive eight (8) hour work days or a total of twenty-four (24) hours in order to attend the funeral of any relative for which the employee does not qualify for paid funeral leave. Upon request by the employee and approval by Management, such unpaid leave may include partial days on which the employee arrives late, leaves early, or leaves and returns during the same shift, provided the individual works at least four (4) hours of the said partial shift.

Section 3: Requests for paid or unpaid funeral leave must be made at least twenty-four (24) hours before the first workday of leave. Employees shall provide verification of attendance at the funeral.

ARTICLE XVIII: PRINTPACK SAVINGS AND PROFIT SHARING PLAN

Bargaining unit employees shall be eligible to participate in the Printpack Savings & Profit Sharing

Plan subject to the same conditions and provisions for non-bargaining unit employees.

ARTICLE XIX: DISCRIMINATION

The Company and Union agree that they will not discriminate against or harass any employee or any applicant for employment because of age, sex, race, religion, color, being disabled, national origin or Vietnam Era Veteran or Disabled Veteran status.

ARTICLE XX: SEVERVANCE

Section 1: In the event of plant closure, permanent layoff (layoff expected to last more than twelve (12) months), or if the Company relocates its operation beyond twenty-five (25) miles, an employee who works through the last day as designated by the Company shall be entitled to receive one (1) week's pay for every year of service up to a maximum of fifteen (15) weeks pay, as severance. This severance provision does not apply to individuals laid off prior to the effective date of this Agreement and this Section does not apply if part or total closure of the plant is due to an act of God, such as fire, tornado, flood, etc. An employee who accepts severance pay pursuant to this provision forfeits any and all recall rights.

Section 2: If the Company should move the major portion of the Greensburg operation to another packaging location, affected laid off employees will be offered consideration at the new location. To be considered, the employee must notify the Company of their desire within thirty (30) days of being notified of layoff. This consideration will be made in accordance

with hiring criteria at the new location. An employee who is offered to relocate by the Company will have ten (10) days to accept such offer and if the offer is accepted, the employee will not receive any severance from the Company. An employee who is placed will be required to relinquish his Greensburg seniority and recall rights.

Section 3: Health care coverage will be extended to severed employees for the period of their severance pay provided the employee continues all contributions required of an active employee. However, there will be no extension of health care coverage if the employee elects the lump-sum payout of severance.

Section 4: If an employee is rehired after having received the severance pay due the employee, the employee will begin, as of the date of return, accumulating a new period of time as outlined above in Section 1, which will be credited toward any future plant closure.

ARTICLE XXI: TERMS OF AGREEMENT

Section 1: This Agreement sets forth the full and complete understanding of the parties hereto and cancels and supersedes any and all previous Agreements heretofore entered into by and between the parties hereto. This Agreement shall become effective on the first day of the workweek in which it is executed and shall remain in effect until June 9, 2007, and thereafter from year to year unless either party gives a sixty (60) days' written notice to the other prior to June 9, 2007, or any subsequent anniversary date

that it wishes to amend, modify or change this Agreement.

Section 2: In the event a renewal agreement is not concluded by the anniversary date, then this Agreement shall continue in effect and the parties shall continue to negotiate with the understanding that either party may terminate this Agreement by written notice to the other party.

Section 3: This Agreement will be binding upon any purchaser of the Plant during the term of this contract.

ARTICLE XXII: APPROVAL BY INTERNATIONAL PRESIDENT

Section 1: This Agreement is subject to the approval of the International President. Such approval does not, however, under any circumstances make the International responsible for the observance of this contract or any breach thereof.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement the day and year written above.

**GCC/IBT
Local 761-S of
District Council 3**

PRINTPACK, INC.

_____	_____
_____	_____
_____	_____

APPROVED BY

International President

EXHIBIT A

This Exhibit A is intended to give an overview of the

essential features of the various plans/coverages available. Final determination of all benefits in this Exhibit A will be consistent with the respective Summary Plan Document(s) in accordance with the contracts underwritten by such carriers.

1a. Group term life insurance is provided for each participating employee as set forth in the following table:

<u>Straight-Time Rate of Hourly Earnings</u>	<u>Effective 10/1/94</u>
\$ 7.75 but less than \$8.25	20,500
\$ 8.25 but less than \$8.75	21,000
\$ 8.75 but less than \$9.25	21,500
\$ 9.25 but less than \$9.75	22,000
\$ 9.75 but less than \$10.25	22,500
\$10.25 but less than \$10.75	23,000
\$10.75 but less than \$11.25	23,500
\$11.25 but less than \$11.75	24,000
\$11.75 but less than \$12.25	24,500
\$12.25 and up	25,000

Benefits will be payable as a result of death from any cause or at any time or place while the employee is insured. Payment will be made in a lump sum or in installments to the employee's beneficiary. By complying with the provision of the insurance policy, the employee may change his beneficiary whenever they so desire.

If the employee becomes totally and permanently disabled while insured and before age 60, their life insurance will remain in force under a waiver of premium as long as the employee remains disabled,

but not beyond age 65, provided such proofs of disability are furnished as may be required by the insurance company. The first proof must be filed within three (3) months after total disability has lasted nine (9) months. Subsequent proofs of disability must be furnished as may be required by the insurance company.

When an employee's group term life coverage is terminated for any cause, their life insurance will cease except that if the employee's death should occur within thirty-one (31) days thereafter, the death benefit will be payable. By making application and paying the first premium to the insurance company within thirty-one (31) days following termination of their group term life coverage, the employee may convert their group term life insurance to any individual life insurance policy then customarily issued by the insurance company except term insurance. This individual policy will be issued without medical examination at the insurance company's regular rates.

b. Accidental death and dismemberment insurance provides benefits for the loss of life, limbs, or the entire and irrecoverable loss of sight, at any time or place while the employee is insured, provided the death or dismemberment results directly from bodily injuries sustained solely through accidental means and occurs within ninety (90) days after the date of the accident causing the loss. This

insurance provides the same amount as under group term life for accidental loss of:

- Life
- Both hands
- Both feet
- One hand and one foot
- One hand and sight of one eye
- One foot and sight of one eye
- Sight of both eyes

One half ($\frac{1}{2}$) the principal sum will be paid for accidental loss of one hand, one foot or the sight of one eye.

Since this coverage is for losses due to accident, no benefits are payable on account of a loss caused or contributed to by bodily or mental infirmity, ptomaine's, bacterial infections, disease, medical or surgical treatment not made necessary by injury covered under the policy, war or suicide.

c. Weekly benefits for non-occupational sickness and accidents are provided when an employee is unable to perform their regular or customary work because of such sickness and accidents. Weekly benefits commence after an employee has been absent for seven (7) consecutive calendar days to an illness or non-work related injury, provided the employee is under the care of a doctor. Disability payments will be 50% of the regular wage of the employee. Benefits are payable for a maximum of twenty-six (26) weeks during any one period of disability.

If disability payments for an illness or non-work related injury of an employee extends beyond twelve (12) weeks, it will be mandatory that the employee's remaining vacation hours be automatically used to supplement the weekly disability benefit until the employee returns to work. In the event a disability carries over from one year to the next, any vacation hours credited for the new year will be exhausted as a supplement to disability pay.

Should a holiday occur during the first seven (7) days of disability, the employee will receive full holiday pay. An employee will receive 50% of their wages for any holiday occurring after the first seven (7) days of disability.

Benefits will be payable for as many separate and distinct periods of disability as may occur. Periods of disability due to the same cause will be considered the same and will not be subject to the waiting period, provided the incapacity occurs within one (1) month of when the employee returns to work. Any incapacity after the one (1) month period will be subject to a new seven (7) day waiting period. Periods of disability due to different causes will be considered different periods of disability if they are separated by return to work. No benefits are payable for any period of disability unless the employee is under the care of a physician.

No benefits are payable unless the disability commenced while the employee's insurance was in force.

2. Health Care

a. Medical

Effective June 24, 2002, the Bargaining Unit employees shall have the same health insurance coverage as non-bargaining unit employees, subject to the same terms and conditions of that coverage. The bargaining unit employees' contribution toward the premium cost of the coverage will be the same as the non-bargaining unit employees, up to a maximum of 25% of the total premium and will be based on the experience of the Company as computed by the insurance carrier or third party administrator as projected for each year. No individual or group retroactive adjustments will be made for any discrepancies between the projected premium contribution amounts and the actual percentage of actual costs.

Any employee who establishes that they are covered by another comparable medical plan, may elect not to participate in the Printpack plan or plans and receive \$98.00 per month in lieu of coverage; however, where both husband and wife are employed by the Company and either elects not to participate, that individual will not be eligible to receive the \$98.00 payment. The waiver amount is subject to change each year in accordance with the cost changes of the medical program. The waiver amount is effective the month after all the necessary documentation is received by the Company.

b. Dental

Bargaining unit employees will be eligible for dental insurance coverage on the same basis as salaried and other non-bargaining unit employees. Employees will be responsible for paying one hundred percent (100%) of the cost of dental coverage. No dispute

arising out of the operation, administration or interpretation of any coverage contract shall be subject to the grievance procedure of the Labor Agreement. Any such differences shall be adjudicated under the terms of such coverage contract.

c. Flexible Spending Account

Effective January, 2006 the Bargaining Unit employees shall be able to participate in a Flexible Spending Account, the same as non-bargaining unit employees, subject to the same terms and conditions of the plan. The Company reserves the right to modify or terminate this program at any time.

LETTER OF UNDERSTANDING

RE: Union Security

The purpose of this Letter of Understanding is to create a limited exception to the requirement that all bargaining unit employees with more than thirty (30) days of service in the bargaining unit must tender timely payment of Union dues and fees as a condition of continued employment. Said exception is created only for individuals who have a religious or other personal conviction that prevents them from supporting the Union representing them in the collective bargaining process. It is not intended to allow any employee to obtain a financial windfall by avoiding payment altogether. Therefore, the exception to the requirement to pay Union dues and fees is as follows:

- **Eligible Employees Defined:** The only employees eligible for this exception are those who were on the payroll on January 1, 1998, and who were not voluntarily paying Union dues on January 1, 1998, or at any time thereafter.
- **Exception Defined:** Any eligible employee (as defined in paragraph 1 above) shall be excused from paying Union dues, notwithstanding the provisions of the Collective Bargaining Agreement ("CBA"), provided the individual contributes monthly to the Union a representation fee equal to

seventy-five percent (75%) of the regular monthly dues that would be charged the individual.

- Should any employee eligible for this exception to the Union Security clause fail to pay each month the representation fee required, such employee shall no longer be excused from the Union Security provisions of the CBA, which in that event shall be fully applicable thereafter to the individual.
- Any eligible employee who pays Union dues or fees at any time after January 1, 2002, shall cease to be an “eligible” employee under the terms of this Letter of Understanding and shall forever waive the right to be excused from the Union Security provisions of the CBA.

In the event there comes a time when no employees working in the bargaining unit remain eligible to be excused from the Union Security provisions of the CBA, this Letter of Understanding shall terminate and be of no further force or effect.

LETTER OF UNDERSTANDING

The Union and the Company agree that no later than ninety (90) days after the ratification of the new labor agreement the two parties will discuss the Overtime Guidelines as proposed by the Union, as well as the coverage of the overtime.

AGREEMENT

BETWEEN

**GRAPHIC COMMUNICATIONS CONFERENCE OF
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
LOCAL 761-S
OF DISTRICT COUNCIL 3
AFL/CIO**

AND

**PRINTPACK INC.
JUNE 9, 2005 TO JUNE 8, 2007**

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