

AGREEMENT BETWEEN
INDUSTRIAL CONTAINER SERVICES, LLC

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS UNION**



EFFECTIVE:

October 3, 2022 through May 31, 2026

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AGREEMENT

This agreement is made and entered into this 3rd Day of October, 2022 by and between Industrial Container Services, LLC d.b.a. Mauser Packaging Solutions, located at 405 Industry Road, Louisville, Kentucky, its successor and assigns, hereinafter referred to as the "Company" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, hereinafter called the "Union."

WITNESSETH:

WHEREAS, the union is the duly authorized representative of all the production workers of the plant, and it is the desire of the Company and the Union to enter into a contract mutually satisfactory to both the Union and the Company,

NOW, THEREFORE, to that end it is agreed as follows:

ARTICLE I RECOGNITION

Section 1. The Company recognizes the Union as the exclusive representative of all production, yard and truck driver employees located at 405 Industry Road, Louisville, KY 40208 for the purposes of collective bargaining with respect to rates of pay, hours of work, or other conditions of employment. Employees not covered by this Agreement are supervisors, sales employees, office employees and maintenance employees and any other employees not listed above.

Section 2. The Company shall have the exclusive right to determine the source of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

Section 3. – Checkoff. Membership in the Union will be subject to the limitations of any State or Federal laws.

During the life of this Agreement, the Company agrees to deduct from the wages of each employee, in accordance with the expressed terms of a signed, voluntary authorization to do so, the membership dues of the Union which includes monthly dues and initiation fees in the amount designated by the International Secretary/Treasurer. Said deductions will immediately be forwarded to: International Secretary/Treasurer, at the address which they authorized for this purpose, together with form R-115 with a check-off showing the names of each employee, the amount of the dues and initiation fees collected from each employees' wages, the number of the Local Union and furnish the Sub-District office with a copy of said check-off list. All checks will be made payable to "International Secretary/Treasurer, UNITED STEELWORKERS OF AMERICA."

- a. Deductions on the basis of authorization card submitted to the Company will commence with respect to dues for the month in which such card becomes effective.
- b. In case of earnings insufficient to cover deductions of dues, the dues will be deducted from the next pay in which there are sufficient earnings.

- c. The Union will be notified of the reasons for non-transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.
- d. The Company will upon individual request to the HR Department, advise in writing the amount of Union dues deducted from wages during the previous calendar year.
- e. If an overcharge is made in making payroll deductions for dues and initiation fees, the Union will be responsible for adjustment of such claim with the individual member and the individual member will hold the Company harmless for having wrongly made such deductions.
- f. At the time of their employment, the Company will make available to each new employee an authorization for the check-off of Union dues in the form agreed upon. A copy of the authorization card for the check-off of the Union dues will be forwarded to the financial secretary of the Local Union.
- g. Dues for any month will be deducted in accordance with the United Steelworkers of America Constitution. A copy of the USW procedures will be given to the Company accounting department.

Indemnity Clause. The Union will indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that will arise out of or by reason of action taken by the Company for the purpose of complying with any of the provisions of the Section.

Section 4. – PAC Check-off. The Company will check off and transmit to the Treasurer of the United Steelworkers of America Political Action Committee (USW/PAC), voluntary contributions to the USW Political Action Fund from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW/PAC.

The parties acknowledge that the costs of implementing and administering the USW/PAC check-off program would be an obligation of the Union and that the estimated costs of such implementation and administration of the program have been incorporated by the Company in its valuation of the collective bargaining negotiation settlement. The Union, however, will be responsible for the cost of printing and distributing voluntary USW/PAC wage deduction authorization forms. It is specifically agreed that the USW/PAC check-off plan will be implemented as follows:

- a. Effective June 1, 2015 the Company will deduct, on a monthly basis, such voluntary employee contributions to the USW/PAC. The amount and timing of such USW/PAC wage deductions and the transmittal of such voluntary contributions to the USW/PAC shall be as specified on forms provided by the USW and in conformance with any applicable state or federal statute. Said deductions will immediately be forwarded to the USW/PAC Administrative Office (60 Blvd of the Allies, Pittsburgh, PA 15222) along with a report which will list the names, social security number, addresses, and amounts of deductions for USW/PAC contributions.
- b. The signing of such USW/PAC check-off forms and the making of such voluntary contributions are not conditions of membership in the Union or of employment with the Company.
- c. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this section.

- d. The United Steelworkers Political Action committee, which is connected with the United Steelworkers, a labor organization, and the AFL-CIO's committee on Political Education (COPE), solicit and accept only individual voluntary contributions, which are deposited in an account or accounts separate and segregated from the dues funds of the Union or of the AFL-CIO. Those separate and segregated funds are used for political purposes including, but not limited to, making contributions to or expenditures for candidates for federal, state and local offices and addressing political issues of public importance.
- e. Effective June 1, 2003, it is agreed that the Company will deduct \$.25 cents per week from those bargaining unit employees that have signed USW PAC Voluntary Authorization Cards. It is further agreed that the Union may submit PAC cards for deductions, or notice to discontinue deductions, during the calendar month of May each year only. The Company will make deductions March through May of each year and send one (1) check annually to the USW PAC, 60 Blvd of the Allies, Pittsburgh, PA 15222.

Section 5 – Non-Discrimination: The Company and the Union agree that they will not discriminate against any employee because of his or her race, creed, color, sex, national origin, age, qualified mental or physical handicap, or any Veteran or because of any employee's participation in Union affairs as an officer, representative or member or any employee's refusal to participate in Union affairs. Whenever the masculine or feminine pronoun is used in this Agreement, it shall be deemed to mean either sex.

Section 6 – Orientation: The Union Committee will be given time to have an Orientation meeting with new employees once a month within their first month of being hired by the Company. Orientation will not exceed One Hour (1) in time. This will include addressing some of the plant policies, work rules and contract language.

Section 7 – Letter of Agreement: The language below was in Article I – Union Security and was made no longer enforceable due to changes in Kentucky Law in January 2017. In the event the law changes to restore its enforceability, the language below shall then become operative.

Section 2. It shall be the condition of employment that all employees of the employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall at the completion of their 60-day probationary period become and remain members in good standing in the Union.

Section 3. – Checkoff: As a condition of employment, all employees covered by the Agreement will at the expiration of their plant probationary period become members of the Union and remain members of the Union during the term of this Agreement, to the extent of paying an initiation fee and the monthly membership dues uniformly required of all Union members as a condition of acquiring or retaining membership in the Union. At the end of the month, indicating the name, address and the date of hire.

ARTICLE II WORK WEEK, HOLIDAYS & VACATION

Section 1. A "regular work week" shall consist of forty (40) hours of work; that is, five days per week from Monday to Friday, inclusive. For all hours worked in the aggregate in excess of forty (40) hours in a workweek, the employee shall be paid one and one-half (1-1/2) times their regular rate of pay.

It is expressly understood and agreed that all employees shall report for work on all regular days of work in absence of prior notice of layoff.

An employee reporting for work on Monday shall be guaranteed twenty (20) hours of work during the current work week at their regular rate of pay except in cases of bad weather, acts of God, pandemics or a government order to close the facility or shelter in place, it being understood that the Company may assign the employee to such work as may be available.

It is understood and agreed that in the case of an emergency it shall be the duty of the employees to work such overtime as the employer considers necessary to complete maintenance and/or repair work to effect resumption of the plant operations.

Section 2. If an employee who is injured on the job, and the attending physician certifies that the employee is unable to return to work that day because of the injury, the injured employee will be paid for a full 8-hour work day. If the injury occurred after the employee had already worked eight (8) hours, they would only be paid for the hours actually worked.

Section 3. The following shall be recognized as regular holidays and employees shall be paid their regular rates of pay for these holidays as specified herein:

- | | |
|----------------------------|-------------------------------|
| New Year's Day | Memorial Day |
| July 4th | Labor Day |
| Thanksgiving Day | Day After Thanksgiving |
| Christmas Eve | Christmas Day |

Should any employee be scheduled to work on any of the above-named holidays, they shall be paid two (2) times their regular hourly rate of pay for all worked performed on the holiday. Should any of the above-named holidays fall on Saturday or Sunday, then the day recognized shall be Friday for a Saturday holiday and Monday for a Sunday holiday. Except in cases of illness supported by medical evidence, no employees shall receive pay for a holiday unless such employee is present for work on the day before and the day after a paid holiday. Employees who work less than the scheduled shift on the day before and the day after a paid holiday will receive holiday pay prorated for the number of hours actually worked divided by 16 hours.

Employees with less than sixty (60) calendar days of employment shall not be eligible for holiday pay.

The Company will also allow a number of employees the ability to take Dr. Martin Luther King Jr. Day as an unpaid Holiday. Employees must request this unpaid day at least two (2) weeks prior to this unpaid holiday. Permission shall be granted by seniority and the approved/denied requests will be communicated at least one week in advance of the holiday. The Company reserves the right to determine how many employees can be approved to take the unpaid Holiday.

Section 4. Employees may take their birthday off as a paid holiday. This birthday holiday must be taken as time off (not as additional pay) and may be taken on any workday within the week of your birthday. Saturday birthdays will be celebrated on the preceding workweek, and Sunday Birthdays will be celebrated on the subsequent workweek. As with holidays noted above, the birthday holiday will be paid if the employee is present for work on the regularly scheduled workday before and the regularly scheduled workday after.

Section 5. For all work on Saturdays, the employees shall be paid one and one-half (1-1/2) times their regular rate of pay on the condition that they have already worked thirty-two (32) hours of work in that week. For all work on Sundays, the employee shall be paid at double their regular rate on the condition that they have already worked forty (40) hours of work in that week.

Section 6. Effective January 1, 2020, vacation entitlement will be on a calendar year basis, instead of an anniversary year basis. All employees who are covered by this Agreement and have been in the continuous employment of the Company for a period of one (1) year and on January 1 who have worked 1200 clock hours in the preceding calendar year shall be entitled to vacation based on the length of service with the Company as follows:

- One year of employment One week of vacation
- Three to ten Two weeks of vacation
- Eleven to nineteen Three weeks of vacation
- Twenty or more Four weeks of vacation

Employees shall request their vacations in writing during the vacation period and shall be granted such requests in accordance with the order of this departmental seniority so long as same does not interfere with the efficient running of the plant. Employees entitled to three (3) weeks' vacation shall not take more than two (2) weeks at one time unless exceptions are granted by the Company when necessary. Vacations may be carried over one week per year and the one week carried over must be used in the first quarter of the calendar year. Employees who have two or more weeks of vacation may cash in vacation time for pay. This is limited to one week per calendar year and the employee(s) must give seven (7) calendar day notice in advance to the Company to receive pay in lieu of vacation.

An employee shall not be entitled to vacation or vacation pay under any of the following circumstances:

- a. If the employee fails to complete one full year of continuous service in the employ of the Company;
- b. If the employee is discharged for cause or quits the employ of the Company (without two weeks prior written notice) prior to his anniversary date of employment; or
- c. If the employee fails to work at least 1200 clock hours prior to his anniversary date of employment. Whenever a paid holiday under this Agreement falls within an employee's vacation period, the employee may, by mutual agreement, either be paid for the holiday in addition to vacation pay or be granted an additional days' vacation.

Whenever a paid holiday under this Agreement falls within an employee's vacation period, the employee will be paid for the holiday only and granted an additional day's vacation.

Section 7. Any employee permanently leaving the service of the employer who had become eligible for vacation which has not been received shall receive pay in lieu of his vacation on the next regular pay period following termination.

Section 8. For all employees with continuous service as of June 1, 2019, vacation will be paid as follows:

- a. Vacation pay for employees with less than fifteen (15) years seniority will be calculated at 40 times the employee's current straight time hourly rate.

- b. Employees with fifteen (15) years or more seniority will receive fifty (50) hours of their current straight time hourly rate for vacation pay.

For all employees hired after June 1, 2019, vacation will be calculated at 40 times the employee's current straight time hourly rate, regardless of years of service.

The 40 times or 50 times hourly rate equates to a full week of vacation. For employees who have 50 hours of vacation, 10 hours of vacation is paid out as one day vacation.

Section 9. Leave of Absence:

- a. An eligible employee may be granted a leave of absence without pay for a period not exceeding twelve (12) weeks in accordance with the federal Family and Medical Leave Act.
- b. The Company may, at its discretion, grant any other leaves of absence not covered under the FMLA, without pay for a period of thirty (30) days without loss of seniority to the employee concerned. The Company upon request may extend any leave of absence at any time prior to the expiration of any existing leave of absence. For any leaves not covered under FMLA, no leave of absence or extension thereof, shall be valid unless it shall be granted in writing prior to the first day of any such leave of absence.

**ARTICLE III
OVERTIME**

Section 1. The Company shall have the right to schedule overtime work as it may be required to get out regular production or emergency orders or to do emergency maintenance work. All employees are expected to work overtime. Any employee who waives their overtime shall be considered as having worked such assignment for the purpose of assigning overtime by seniority, skill and ability. For purposes of computing overtime, it is further agreed that should any of the holidays in **ARTICLE II, Section 3**, be observed on any Monday through Friday, they shall be computed in the forty (40) hour week, except in the case of employees who are not present for work on the days before and after a paid holiday without verification of illness.

Except in the case of an unforeseen emergency, the company will post a notice of required overtime by 12:00 noon of the day overtime is to be scheduled. Seniority, skill and ability shall be the determining factor in assigning the overtime. The posted overtime will be for "work available", and once the required work is finished the Company, at its discretion, may either send the employee(s) home or offer other work.

All Saturday, Sunday, and Holiday work will be assigned by seniority, skill and ability. If there is no seniority list posted for Saturday or Sunday overtime work, the Company agrees to let all employees who report to work, work the overtime.

All mandatory scheduled work for Saturday and Sunday will be posted by 12:00 (noon) on the preceding Thursday.

Section 2. Employees shall be permitted ten (10) minutes of clean-up each day prior to the end of their shift.

Section 3. Employees who are required to report to work and who are prevented from working by any condition caused by the Company shall be allowed pay for a minimum of four (4) hours, it being

understood that the Company may, in such situations, assign the employees to such work as may be available. If such employees are held on duty for more than four (4) hours, they will be paid for the actual time worked.

ARTICLE IV FUNERAL LEAVE

In the event of death in the employee's immediate family, the Company will grant such employee a paid leave of absence, if requested, for time lost from the normal workweek for the date of the burial, or celebration within six (6) months of the death, providing such employee submits a death certificate or other evidence of death and relationship satisfactory to the Company, and providing such employee attends the funeral or celebration and furnishes proof thereof.

For the purpose of this Article, the immediate family shall be defined as **spouse, children, parents, sister, brother, grandmother, grandfather, mother-in-law, and father-in-law**. Pay shall be limited to three (3) consecutive 8-hour days (a total of 24 paid hours) at the employee's prevailing rate.

The Employee may take an additional two days of unpaid leave consecutively with the three days of paid leave if the death is for a spouse or child.

ARTICLE V SENIORITY

Section 1. In layoffs and recalls, the principle of seniority shall apply.

Section 2. The actual length of their services shall determine the seniority of an employee with the Company computed in years, months, and days, from the first day of his/her employment.

An employee shall cease to have seniority rights if:

- a. They voluntarily leave the employment of the Company, or
- b. They are discharged for cause and such discharge is not reversed through the grievance procedure hereinafter provided for, or
- c. They fail to report for work after a layoff as per the recall process outlined below.
- d. They are not recalled back to work within 12 months or the equivalent to the length of their actual service time, whichever is less.

Employees shall be recalled in the order of their seniority where jobs become available, provided they have the skills and ability to perform such jobs. Employees shall keep the Company advised at all times of their current address and telephone number. The employee shall return to work within 72 hours from the time the Company contacts them at the telephone number left on file by the employee or failing contact as set out above, the employee shall return to work within five days of the date of the postmark of a registered or certified letter to their current address.

Section 3. The Local Union Grievance Committee shall head the seniority list for layoff only during their term of office.

Section 4. Time lost through sickness, or layoff, shall not be deducted from an employee's seniority record. No employee shall cease to have their seniority rights if they are drafted or enlists in the United States Armed Services and they return to work within ninety (90) days after their discharge from such service. Upon their return, they shall be awarded their old job at the prevailing rate at the time of their return from service.

Section 5. The Company agrees to have filed at all time a true copy of the seniority list. This list shall be revised every three (3) months.

Section 6. During the first sixty (60) calendar days of employment any new employee shall be considered a probationary employee and may be discharged by the Company without assigning any cause therefore. Any new employee remaining after sixty (60) calendar days shall be considered a permanent employee and their name shall be placed on the seniority list as of the date of their hiring.

The Company shall have the exclusive right to determine the source of applicants for employment and shall be the sole judge of the requirements and qualifications of such applicants.

**ARTICLE VI
WAGES, INCREASES AND BONUSES**

Section 1. Effective as of October 3, 2022, the Company and the Union recognize the following job classifications and wage rates as the only established job classification and wage rates:

<u>Classification</u>	<u>Starting Wage Rate</u>
Laborer	Minimum \$15.50 per hour
Truck Driver	See note below

The Union and Company agree that, if market conditions require as determined by the Company, the Company may make further wage increases during the Collective Bargaining Agreement's duration for all production and driver classifications and grades, with notice to the Union and provided that no new employee will be placed at a rate higher than a current employee in the same classification and grade with the equivalent experience and qualifications in that classification and grade.

The Company may hire a truck driver at whatever rate of pay the Company deems appropriate. Truck drivers will be selected from the employees in the plant, when convenient, before a new employee is hired.

The Company will maintain the right to move employees from one job to another at various times throughout the day.

Section 2. Effective October 3, 2022, laborers (production and yard employees) currently employed by the Company will have wages adjusted one time to the following schedule:

<u>Years of Service</u>	<u>Straight-Time Hourly Wage</u>
0 – 4	\$15.50
5 – 9	\$16.00
10 – 14	\$16.50
15 +	\$17.00

Section 3. The Employee on the Company’s payroll on the dates shown below will receive the indicated across-the-board hourly increases, based on their job classification, to the respective hourly wage rate at that time.

<u>Laborer Hourly Increase</u>	<u>Effective Date</u>
\$0.30 per hour	June 1, 2024
\$0.30 per hour	June 1, 2025

<u>Driver Hourly Increase</u>	<u>Effective Date</u>
\$0.65 per hour	June 1, 2023
\$0.65 per hour	June 1, 2024
\$0.65 per hour	June 1, 2025

**ARTICLE VII
INSURANCE**

Section 1. The Company will offer a Company-sponsored group health insurance plan, with optional enrollment at the beginning of the month after 60 days of continuous employment for new hires. The Company reserves the right to change the health care provider, but agrees to maintain similar benefits to current plan options. Premiums will be the same as the non-union hourly premiums. Furthermore, if the Company suggests that a change in provider is necessary or would be beneficial, the Union will be advised of the change in insurance carrier / healthcare provider.

Section 2. The Company will offer life insurance with a benefit level of \$6,000 (without employee contribution).

Section 3. The Company will provide a short-term disability policy. Disability payments, currently \$400 per week, will begin on the 8th day of sickness or the 1st day of injury (excluding on the job injuries) for a maximum of thirteen (13) weeks. Short-term disability claims will run concurrently with any applicable FMLA and the 30-day leave of absence referenced in Article II, Section 9.

Section 4. The Company agrees to offer each employee enrollment in a 401(k)-retirement plan, managed by an independent agency.

Section 5. Employees shall be required to pay their contribution share of the Healthcare cost while out on short term disability. The Company agrees to pay its share of the employee’s health insurance while the employee is out on disability for a period not to exceed 26 weeks. The Company will provide the employee with a payment plan prior to the employee going out on short term disability.

**ARTICLE VIII
SAFETY AND SAFETY EQUIPMENT**

Section 1. The Company and the Union agree to cooperate in all matters concerning the safety and health of the employees.

**ARTICLE IX
BULLETIN BOARD**

The Company agrees to furnish the Union with a bulletin board.

**ARTICLE X
DISCIPLINE AND DISCHARGE**

Employees are entitled to retain their jobs on the basis of good behavior, efficiency, and honesty. The Company shall have the right to discipline or discharge any employee who fails to meet the foregoing conditions and particularly, but without limitation, may discharge any employee because of the use of intoxicants during working hours, violation of safety rules, absence without leave, dishonesty, insubordination, habitual neglect or carelessness resulting in damage or loss to equipment, sleeping while on duty or any other just cause.

The Company has the right to make and enforce reasonable rules and agrees to discuss these rules with Union representatives and to prominently display such rules for the informing of all employees.

**ARTICLE XI
GRIEVANCE PROCEDURE**

Section 1. If differences in the interpretation of this Agreement should arise, the grievance committee shall represent the Union in all meetings on negotiations with the Company, and shall be paid their regular rate of pay. Such differences shall be settled in the following manner:

First: Between the employee and the foreman, or, if the employee is unable to get in touch with the foreman, between the shop steward and the foreman. The aggrieved employee shall register the grievance in writing with their foreman within three (3) working days of the original occurrence of their grievance.

Second: In the event that a satisfactory settlement is not reached in step one within forty-eight (48) hours after the grievance is registered, then within forty-eight (48) hours thereafter, between aggrieved employee and/or the grievance committee and the foreman and department manager (if the department manager is available).

Third: In the event that a satisfactory settlement is not reached in step two within forty-eight (48) hours after step two is entered into, then within forty-eight (48) hours thereafter, between the grievance committee and the plant manager.

Fourth: In the event that a satisfactory settlement is not reached in step three within five (5) days, within five (5) days thereafter a meeting shall be held between the Staff Representative of the Union, the grievance committee and officials of the Company.

Fifth: In the event that the grievance has not been settled in the above manner, it may be referred to an Arbitrator mutually acceptable to both parties. Should, after thirty (30) days, the Company and the Union fail to agree in the selection of an Arbitrator, the parties shall jointly request the Director of Federal Mediation and Conciliation Service to submit a list of seven (7) possible candidates for an Arbitrator. From this list the Company shall alternately strike three (3) names and the Union shall alternately strike three (3) names, then the remaining name shall be designated as the Arbitrator.

The order of striking names shall be determined by the flip of a coin. If the Arbitrator so designated is unavailable for any reason, a new list shall be requested from the Director of the Federal Mediation and Conciliation Service and the above process shall be repeated.

In all cases where the Company to an employee asserts disciplinary suspension or discharge, the Company will notify the International Representative of the Union of its action. The Union shall have five (5) working days from the date of postmark in which to file a grievance.

A decision reached by final arbitration shall be binding upon parties and shall not be subject to reopening by any other party except by mutual agreement.

The union and the Company shall share all fees of arbitration equally.

ARTICLE XII MANAGEMENT RIGHTS

Except as otherwise expressly prohibited by a specific provision of this Agreement, the Company shall have, retain, and possess all rights, functions, powers, privileges, and authorities of management, including, but not limited to, the right, function, power, privilege and authority: unilaterally (i) to operate, control, and manage its business and operations; (ii) to direct the working force and determine its size; (iii) to maintain order and efficiency; (iv) to arrange, rearrange, structure, and restructure operations and routes; (v) to hire, transfer, and promote employees; (vi) to discipline and discharge employees for just cause; (vii) to lay off employees, relieve employees from work, or otherwise reduce the workforce for lack of work or other business reasons; (viii) to assign work to employees and determine the bargaining unit classification in which they work; (ix) to schedule the employees' daily and weekly hours of work, including weekend and overtime work, and require employees to perform such work; (x) to expand, curtail, relocate or terminate its operations in whole or part; (xi) to determine the nature and extent of services to be rendered by the Company, the business concerns with whom it will deal, and the customers it will serve; (xii) to establish and enforce quality standards for its operations, services, and employees; (xiii) to determine, change, and introduce new and improved manufacturing methods, processes, practices, and techniques.

ARTICLE XIII STRIKES, LOCKOUTS, AND PICKET LINES

Section 1. The Union agrees that during the term of this Agreement, there shall be no strikes, partial strikes, intermittent strikes, slowdowns, sit-downs, sit-ins, sick-outs, boycotts, cessations of work, or any other activities or actions that interfere with, impede or disrupt the Company's operations or business. The Company agrees that during the term of this Agreement, there shall be no lockouts, either total or partial.

Section 2. Any employee or employees who engage or participate in any activity or action prohibited by Section 1 of this Article shall automatically be subject to immediate discipline, up to and including discharge, and the action taken by the Company shall not be subject to the grievance and arbitration provisions of this Agreement. The sole issue subject to arbitration shall be whether the Employee engaged in the prohibited activity.

Section 3. The Union will actively discourage, and will take immediate action to prevent or terminate, any activity in violation of Section 1 of this Article during the term of this Agreement. Should activity in violation of Section 1 occur, the Union, by and through its officers, shall order the employee or employees in writing and as posted on the bulletin board, to immediately cease such activity and return to work. Such order shall be issued by the Union within two working days after receiving notice from the Company regarding said activity. For the purpose of this Section 3, working days shall include Mondays through Friday, excluding Saturdays, Sundays and Holidays.

Section 4. The Union agrees to hold the Company harmless for any damages caused by any activity in violation of Section 1 of this Article which is sanctioned or permitted by the Union; provided, however, that if the Union complies with Section 3, it will not be held liable under this Section 4.

**ARTICLE XIV
CONTRACT TERMINATION**

This Agreement shall be in full force and effect until May 31, 2026 and thereafter for succeeding periods of one year, unless either party serves notice of intention to amend same sixty (60) days prior to the anniversary date.

The parties shall meet within thirty (30) days after notice for the purpose of commencing bargaining.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed ___ October 2022 by their duly authorized representatives:

Industrial Container Services, LLC

United Steel, Paper and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial and Service
Workers International Union, AFL-CIO-CLC

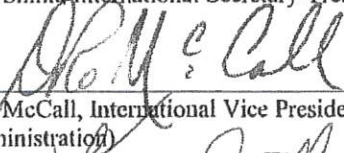

Jeremy Lee, Facility Manager


Thomas Conway, International President

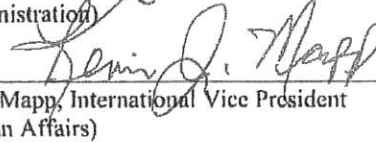

Kate Barclay, VP, Human Resources


John Shinn, International Secretary-Treasurer

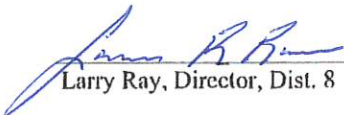

Jamie Jackson, Director, HR



D.R. McCall, International Vice President
(Administration)


Jason Shoff, VP, Midwest Operations


Kevin Mapp, International Vice President
(Human Affairs)

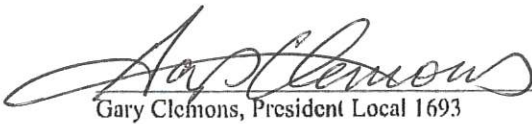

David Fullarton HR Business Partner


Larry Ray, Director, Dist. 8


Roger McGinnis, Sub District Director


Gordon Nichols, Staff Representative

LOCAL UNION COMMITTEE:


Gary Clemons, President Local 1693


Art Thompson, Unit President Local 1693-09