

AGREEMENT

between

SILGAN CONTAINERS MANUFACTURING CORPORATION



And



**LOCAL UNION No. 540
UNITED FOOD AND COMMERCIAL WORKERS**

November 6, 2023 through November 5, 2026

TABLE OF CONTENT	PAGE
Article 1, Recognition	1
Article 2, Union Security	1
Article 3, Hours of Work and Overtime	2
Article 4, Holidays	6
Article 5, Wages	8
Article 6, Vacation	8
Article 7, Seniority	12
Article 8, Grievance Procedure	18
Article 9, Leaves of Absence	20
Article 10, General Conditions	21
Article 11, Anti – Discrimination	22
Article 12, Rights of Management	23
Article 13, Jury Duty	23
Article 14, No Strike – No Lockout	23
Article 15, Bulletin Board	24
Article 16, Training	24
Article 17, Bereavement	24
Article 18, Health, Safety, and Welfare	25
Article 19, Duration of Agreement	26
Exhibit No. 1, Schedule of Base Rates	27
Container Manufacturing Job Title / Job Group	28
Exhibit No. 2, Security Benefits Program	29
401k Plan	29
Retirement and Pension Plan	30
Life Insurance	35
Supplemental Life Insurance	36
Health Care	36
Employee Assistance Program	39
Accident and Sickness Benefits	39
Long-Term Disability Insurance	40
Retiree Medical Program Subsidy	42
Dental Arrangement	42
Vision Care Plan	42
Coordination of Benefits	42
Subrogation	43
Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)	43
Labor Relations Manual	45
Plant Wide	45

INTRODUCTION

This Agreement effective November 6, 2023, is by Silgan Containers Manufacturing Corporation, container manufacturing facility located at 500 Loop 286 N. W., Paris, Texas 75460 (hereinafter called the Company) and Local 540, United Food and Commercial Workers, (hereinafter called the Union).

Article One RECOGNITION

- A. The Company recognizes the Union as the sole and exclusive representative of the employees defined in Section A-1 below for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment.
1. The term “employees” as used throughout this Agreement shall include all hourly Container Manufacturing, and Maintenance employees.
 2. The term “employees” as used throughout this Agreement shall exclude all salaried employees, including the following categories: Office Clerical, Plant Clerical, Quality Control employees, Manufacturing Engineering Employees, Factory Accountants, Guards, Professional employees and all other Supervisors as defined in the act as amended.
- B. The purpose of this provision is to describe the bargaining unit and in no way guarantees continued operations or jobs. However, the Company and the Union acknowledge that the opportunity to enhance employment security and the continuation of Paris, Texas operations is contingent upon the cultivation of a team based work force. Both parties will demonstrate a commitment to broadening team members’ job skills. The goal of this agreement is to provide job security by improving the competitive position of the plant.

Article Two UNION SECURITY

The Company will not interfere with the right of employees to become members of the Union. The Union, on its part, agrees that the Union, its agents and its members will not intimidate, nor in any way coerce employees into joining the Union or paying Union dues and will not solicit membership or engage in any Union activities on Company time.

- A. The Company will restrict salaried employees from performing manual labor normally performed in the bargaining unit except in cases of emergency or for the purpose of instructing employees.
- B. The Company shall deduct for each employee who authorizes in writing on an appropriate form submitted by the Union for the period of the agreement and so long as

such authorization shall remain in force from the first payroll week and the regular weekly Union dues or Union representation fees for the current week. Employees who have authorized such deductions and who are not at work in any week shall have their Union dues or representation fees deduction made in the next payroll week they work. Deduction for newly hired employees will be made in the first payroll week following receipt of the payroll deduction authorization. The initiation fee of the Union shall be deducted by the Company, if due and owing, and authorized as aforesaid, in the same manner as the dues or representation fees. Both initiation fee and the weekly Union dues or representation fees shall be remitted promptly by the Company to a duly designated officer of the Union. The Union shall advise the Company in writing of the name of such officer.

1. Upon written request by the employee, on a proper form, the Company shall deduct political contribution and remit same promptly to the Union. Uniform deduction to be made once per year.
2. The local Union President and Recording Secretary will notify the Company in writing of the amount of current Union dues and the initiation fee as well as the appropriate official of the local Union to whom the money is to be turned over. This notification must bear the official seal of the local Union.

Article Three
HOURS OF WORK AND OVERTIME

- A. Insofar as practical production schedules permit, the Company will establish a normal work week at forty (40) hours of work, exclusive of meal times, in each payroll week. The parties recognize the Company's right to schedule abnormal work weeks. If the hours of work fall below an average of thirty-five (35) hours per week, this situation will be discussed with the Union.

D&I (20 minute paid lunch)

1 st Shift	0600 AM to 1400 PM
2 nd Shift	1400 PM to 2200 PM
3 rd Shift	2200 PM to 0600 AM

Three Piece Hours (20 minute paid lunch)

1 st Shift	0700 AM to 1500 PM
2 nd Shift	1500 PM to 2300 PM
3 rd Shift	2300 PM to 0700 AM

- B. The payroll week begins at 12:01 A.M. Monday morning and ends at 11:59 P.M. Sunday night. For payroll purposes an employee's entire shift of work will be considered in the day and week in which the employee is scheduled to start the shift of work.
- C. All work in excess of forty (40) hours in any one payroll week shall be paid for at the rate of time and one-half.

- D. All work in excess of eight (8) hours in any one day shall be paid for at the rate of time and one-half.
- E. All work performed on Saturday and Sunday shall be paid for at the rate of time and one-half.
- F. Double time will be paid for work performed on Sunday if it is the seventh consecutive day worked in the payroll week. A holiday called for in Article Four will be counted as a day worked when calculating the seventh day of work.
- G. The Company has the right to schedule overtime as necessary. Employees are expected to work overtime scheduled by the Company. Insofar as practical, the Company will notify employees in advance when overtime is being scheduled.
 - 1. Reasonable notice of weekend overtime will be given to employees scheduled to work. If manufacturing operations are scheduled, employees will be notified of weekend overtime not later than the end of the shift of work on Thursday. If manufacturing operations are planned after Thursday, the crewing will be on a volunteer basis.
 - 2. Reasonable accommodation will be made for employees who have clearly demonstrated that their religious beliefs prohibit them from working on their Sabbath.
 - 3. Employees who are scheduled for a full week of vacation will not be scheduled for overtime on the weekend preceding the vacation week and the succeeding weekend of the employee's vacation week.
 - 4. Employees will normally be scheduled for weekend overtime within their classifications only. In the event the weekend overtime requirements are not filled, the least senior qualified employee in the department will be scheduled to work.
 - 5. The Maintenance Mechanics, Machinist, Electricians, and Instrument men in the AA Classification will not be given a formal review on a scheduled basis.
 - 6. In the event that overtime is needed due to absenteeism, the Company reserves the right to assign conventional shift employees to stay over their scheduled shift or no more than four (4) hours. All hours in excess of eight (8) hours shall be paid at overtime rate.
- H. The Company will equalize overtime opportunities within job classification by shifts. The Company will maintain records of overtime opportunities of employees within a department and such records will be available for review by Department Stewards or employees. Employees shall not be scheduled or forced to work on their non-scheduled days when their crew falls on the weekend (Friday – Monday) when the overtime being

scheduled is for sorting, maintenance days, or planned changeovers. Scheduling for overtime may be required for unplanned changeovers.

- I. Overtime will not be pyramided. When two or more of the above overtime rules apply to the same hours or work, the highest single overtime rate will be paid for such work. Overtime pay also will not be pyramided with holiday pay.
- J. An employee will not be deprived of the opportunity to work his/her scheduled shift solely for the purpose of avoiding overtime pay. In crewing for weekend overtime, employees will be offered the opportunity to work Saturday and Sunday for the sixth (6th) and seventh (7th) day before any other employees in the department are contacted to work either day.
- K. Absences approved by the Company for any employee to conduct bona fide Union business will be considered as “excused” as applicable in Article Four, B. 1.
- L. Bi-weekly payroll, employees will have their paycheck automatically deposited directly to a bank, savings and loan or credit union. Employees may also authorize in writing for their paycheck stub to be mailed to their home address. When an employee paycheck is in error by \$75 or more, the employee may report such error and the Company will notify Containers payroll to process a correction and overnight the correction check.
- M. Employees involved in temporary transfers as provided for in Article Seven, E. 2, will not have their regular rate of pay reduced.
- N. The Company retains the right to assign employees to a conventional or continuous work schedule. If the Company determines the need to establish a continuous schedule, the parties agree to meet and discuss this continuous schedule consistent with applicable law.
- O. Effective 11.5.2018 employees are eligible for overtime premiums provided they have worked all scheduled shifts: approved vacation, paid holiday, bereavement leave, jury duty, or excused absence will count as time worked for the purposes of calculating overtime pay eligibility. It is understood for purposes of this article that the Employer will have the right to determine whether an absence is excused. Disputes as to this provision can be resolved through Article Eight.

Continuous Shift Operations

- 1. The Company intends to implement a continuous schedule for the D & I department on April 9, 2018 and retains the right to implement a similar schedule for other departments based on business needs. The Company may also return any department on a continuous schedule to a conventional schedule at any time. The Company will provide no less than seven (7) days’ notice to the Union of its intent to change the schedule.

2. Employees will be scheduled to work a twelve (12) hour shift in four (4) separate crews. The work hours will be 6:00 am to 6:00 pm and 6:00 pm to 6:00 am. The payroll week begins at 12:01 am Monday morning and ends 11:59 pm Sunday. For payroll purposes an employee's entire shift of work will be considered in the day and week in which the employee is scheduled to start the shift of work.
3. Employees shall be paid at their regular hourly rate of pay for all hours worked, except as follows: Employees are eligible for overtime premiums provided they have worked all scheduled: approved vacation, paid holiday, bereavement leave, jury duty, excused Union business, and excused absence will count as time worked for purposes of calculating overtime pay eligibility. All work in excess of forty (40) hours worked in the employee's shall be paid for at the rate of time and one-half (1 ½) an employee's regular rate of pay. Employees working a thirty-six (36) hour schedule week are eligible for overtime premiums, provided they complete their scheduled shifts as noted above, in the thirty seventh (37th) hour of work.
4. On the continuous work schedule Saturday and Sunday are considered regular work days and are not subject to premium pay unless specifically provided for in this agreement. Double time will be paid for work performed on Sunday if it is the seventh (7th) consecutive day worked in the payroll week. A holiday called for in Article Four will be counted as a day worked when calculating the seventh (7th) day of work.
5. The Company has the right to schedule overtime as necessary. Employees are expected to work overtime scheduled by the Company. Insofar as practical, the Company will notify employees in advance when overtime is being scheduled. The Company will equalize overtime opportunities within job classification by shifts. The Company will maintain records of overtime opportunities of employees within a department and such records will be available for review by Union Stewards or employees
6. Overtime will not be pyramided. When two or more of the above overtime rules apply to the same hours of work, the highest single overtime rate will be paid for such work. An employee will not be deprived of the opportunity to work his/her scheduled shift solely for the purpose of avoiding overtime pay.
7. Bereavement leave, holiday, jury duty, and vacation shall be paid for twelve (12) hours per day at the employee's regular rate of pay according to the schedules in the Collective Bargaining Agreement with the following exception:
 - a. Employees hired after November 6, 2017 are exempt from the 1600-hour qualification as well as the provisions in two (2) through six (6) of Article 6. Employees hired after 11/6/17 shall accrue vacation as follows:

- b. Employees with more than one and less than two years' seniority as of June 1 will accrue up to one (1) week of vacation annually by earning 1.85 hours per bi-weekly paycheck.
 - c. Employees with more than two and less than eight years' seniority as of June 1 will accrue up to two (2) weeks' vacation annually by earning 3.69 hours per bi-weekly paycheck.
 - d. Employees with more than eight and less than seventeen years' seniority as of June 1 will accrue up to three (3) weeks' vacation annually by earning 5.54 hours per bi-weekly paycheck.
 - e. Employees with more than seventeen and less than twenty-five years' seniority as of June 1, will accrue up to four (4) weeks' vacation annually by earning 7.38 hours per bi-weekly paycheck.
 - f. Employees with more than twenty-five years' seniority as of June 1, will accrue up to five (5) weeks' vacation annually by earning 9.23 hours per bi-weekly paycheck.
8. Employees who are scheduled to work a continuous schedule will be paid 1½ x the employees regular rate of pay for all time worked in excess of twelve (12) hours in any one day.

**Article Four
HOLIDAYS**

- A. The following shall be considered holidays:

New Year's Day
 Good Friday
 Memorial Day
 Independence Day
 Labor Day
 Thanksgiving day
 Day After Thanksgiving
 Christmas Day
 Floater 1
 Floater 2

Holidays will be recognized on the day they fall on the calendar with the exception that holidays and Floater 1 and Floater 2 will be aligned with Campbell Soup, Paris TX designated days of observance. Once Campbell Soup has confirmed said dates, the Holiday observance days will be posted.

Floating holidays will be scheduled by mutual agreement at least 30 days prior to implementation.

The Company may use a “Floating Holiday” as either a half holiday (4 hours) or a full holiday (8 hours). However, the total hours of each “Floating Holiday” will not exceed one (1) full holiday (8 hours).

- B. Each full-time employee shall receive eight (8) hours straight-time pay for each of the holidays enumerated above, subject to the following provisions:
1. To be eligible, the employee shall be required to work all of his/her hours scheduled by the Company the work day before, on the day of the holiday if scheduled, and the work day following the holiday unless an absence on the days was excused by the Plant Manager or his designee, or the day before or the day after the holiday is an overtime day in excess of his/her normal work week.
 2. An employee will not be eligible for holiday pay if he/she is on personal leave of absence when the holiday occurs.
 3. An employee will not be eligible for holiday payment unless he/she actually works at least one (1) day within the week in which the holiday falls. An employee on jury duty or approved leave for bereavement during the holiday week will be considered as having worked to qualify for holiday pay.
 4. If an employee is taking a week of vacation during a holiday week, he/she shall be entitled to the holiday with the option of electing to be paid in lieu of taking the day, or the employee may schedule the holiday with pay at another time. Employees taking a single day vacation during the observed holiday will receive their holiday pay granted the requirements in Article Four, Section B have been met.
 5. An employee who is eligible for holiday pay and works on a holiday shall receive, in addition to his/her regular holiday pay, time and one-half for all hours worked.
 6. An employee will not receive holiday pay if he/she accepts an assignment to work on a holiday and does not work unless it is for some reason beyond his/her control or if having reported to work, he/she fails to complete his/her work assignment for the day without being excused by the Plant Manager or his designee.
- C. If an employee does not meet the eligibility requirements under this article, they may submit a request for reconsideration to show they could not have worked the day before and/or the day after the holiday. The request will be on a form which includes a medical release that will allow the Company to review the reason the employee was absent.

**Article Five
WAGES**

- A. The job classification, together with the hourly base rates of jobs within the bargaining unit (Exhibit #1), are attached to and made a part of this Agreement. The Collective Bargaining parties agree that the wages listed in (Exhibit #1) can be increased at any time by mutual agreement of the parties.
- B. An employee called in to work by the Company and who is sent home because of lack of work will be paid either the amount of money earned as normally calculated, or four (4) hours at the employee's straight-time base rate, whichever is greater, unless the employee is sent home as the result of a strike, unauthorized work stoppage or some reason beyond the control of the Company.
- C. An employee assigned to work on a job will receive the rate of the job as established in the Schedule of Hourly Base Rates. An employee assigned to a lower-rated job in an emergency situation where his/her own job continues to operate shall have his/her rate protected for the duration of that assignment.
- D. All employees assigned to a shift of work that begins on or after Noon and prior to 4:31 A.M. shall receive a night bonus rate of seventy-five cents (\$0.75) per hour for all hours worked.
- E. Employees working on a higher rated job for 50% or more of their regular work week will be paid the higher rate for the entire work week.
- F. Employees working during Shutdown period(s) will retain the regular rate of pay to their bid or assigned job held prior to the Shutdown period. Employees not having a bid or assigned job will draw the rate of pay as set by the department they will work in during the shutdown.

If the employees' regular rate of pay is less than that set by the department they will be eligible for the higher rate as covered by the Mid-Hour Rule. Employees who are eligible for the Department's higher rate will have to have a temporary rate form turned in the Operating department to the Payroll department. The necessary information for the Operating department to determine if an employee needs a temporary rate form turned in will be on the Scheduled Employee List sent out by Human Resources.

**Article Six
VACATIONS**

- A. Each employee covered by this Agreement who has been on the payroll at least one (1) full month or more as of June 1 will be entitled to vacation with pay on the following basis:

1. Employees with less than one-year seniority will receive four (4) hours straight-time pay for each full month on the payroll not to exceed a maximum of forty (40) hours.
2. Employees with more than one and less than two years' seniority as of June 1 will receive one (1) week of vacation and will be paid 2% of earnings received during the previous calendar year, less previous vacation payments and the Christmas gift. If an employee worked at least 1600 hours in the prior calendar year, vacation payment shall be the greater of 40 hours pay or 2%.
3. Employees with more than two and less than eight years' seniority as of June 1 will receive two (2) weeks' vacation and will be paid 4% of earnings received during the previous calendar year, less previous vacation payments and the Christmas gift. If an employee worked at least 1600 hours in the prior calendar year, vacation payment shall be the greater of 80 hours pay or 4%.
4. Employees with more than eight and less than seventeen years seniority as of June 1 will receive three (3) weeks' vacation and will be paid 6% of earnings received during the previous calendar year, less vacation payments and the Christmas gift. If an employee worked at least 1600 hours in the prior calendar year vacation payment shall be the greater of 120 hours pay or 6%.
5. Employees with seventeen years or more of seniority as of June 1, will receive four (4) weeks' vacation and will be paid 8% of earnings received during the previous calendar year, less previous vacation payments and the Christmas gift. If an employee worked at least 1600 hours in the prior calendar year, vacation payment shall be the greater of 160 hours pay or 8 %.
6. Effective June 1, 1990, employees with twenty-five years or more seniority as of June 1, will receive five (5) weeks' vacation and will be paid 10% of earnings received during the previous calendar year, less previous vacation payments and the Christmas gift. If an employee worked at least 1600 hours in the prior calendar year, vacation payment shall be the greater of 200 hours pay or 10%.
7. For the purpose of calculating vacation pay only, a vacation earnings credit for forty (40) times the employee's base rate will be given to any employee for any seven consecutive day period in the vacation earnings year when he/she received total disability payments under the Accident and Sickness or Workers' Compensation Plans.
8. An employee who has not received his/her vacation during the current calendar year shall be entitled to his/her vacation pay as determined above if he/she is terminated after June 1.
9. Employees with more than two (2) months service who leave the Company to enter the Armed Forces shall receive a vacation payment at the time of their departure provided they have re-employment rights under the Universal Military Training and

Service Act. Proof of induction into the Armed Forces must be supplied to the Human Resources Department before these vacation payments can be released. Vacation payments shall be in accordance with the regular schedule. Servicemen/Servicewomen with reemployment rights under the Universal Military Training and Service Act who are reinstated to active employment will be eligible on June 1 following their reinstatement to a vacation payment in accordance with the regular vacation policy provisions.

10. Any employee who retires in the period January 1 through June 1 will be entitled to vacation pay with the appropriate percentage rate on any earnings in the current vacation earning year on which vacations have not been calculated.
 11. Employees hired after November 6, 2017 are exempt from the 1600-hour qualification as well as the provisions in two (2) through six (6) of this Article. Employees hired after 11/6/17 shall accrue vacation as follows:
 - a. Employees with more than one and less than two years' seniority as of June 1 will accrue up to one (1) week of vacation annually by earning 1.54 hours per bi-weekly paycheck.
 - b. Employees with more than two and less than eight years' seniority as of June 1 will accrue up to two (2) weeks' vacation annually by earning 3.08 hours per bi-weekly paycheck.
 - c. Employees with more than eight and less than seventeen years' seniority as of June 1 will accrue up to three (3) weeks' vacation annually by earning 4.62 hours per bi-weekly paycheck.
 - d. Employees with more than seventeen and less than twenty-five years' seniority as of June 1, will accrue up to four (4) weeks' vacation annually by earning 6.15 hours per bi-weekly paycheck.
 - e. Employees with more than twenty-five years' seniority as of June 1, will accrue up to five (5) weeks' vacation annually by earning 7.69 hours per bi-weekly paycheck.
- B. Vacation shall be taken at such time as fixed by management. The Company may provide vacation shutdown periods, during which employees will not be required to take in excess of three (3) weeks of their vacation in affected department(s). The Company will notify the employees and the Union, by posting a notice in a conspicuous location in the plant, at least thirty (30) days prior to the scheduled shutdown, if any. Employees eligible for vacation in excess of scheduled shutdowns will be allowed to cash in the excess in full week increments, capped at three (3) weeks of vacation. If one week of vacation in excess is not sold back it may be taken as a full week or in one-day increments provided approval is obtained at least twenty-four (24) hours in advance. Employees eligible for one (1) week and two (2) weeks of vacation may take one (1) week in one-day increments. Employees eligible for three (3) or more weeks of vacation may take up to two (2) weeks in one-day increments. The Company agrees that employees will not be required to take their vacation(s) during furlough weeks. In the event the Company does not schedule a shutdown period during the calendar year,

employees will have their vacation(s) scheduled in accordance with their plant seniority in their respective departments and shifts.

Employees may be required to take their vacation during shutdown periods which occur during the calendar months of March, April, May, June, and July of each year. Employees will not be required to take vacation for shutdown periods at any other times of the year.

C. Vacation Policy

All vacations will be scheduled prior to February 29th and be accompanied by a completed Vacation Request Form, signed by the employee. This is then submitted to the HR Department for approval and scheduling. For the purposes of this Policy, one week of vacation shall consist of 5 consecutive work days.

1. Employees with more than 3 weeks of vacation eligibility will schedule weeks based on department, classification, and seniority.
2. Employees may reschedule vacation days from unscheduled workdays, if that employee would have been furloughed if he/she had not had vacation scheduled.
3. The employee, with the consent of the Company, may reschedule vacations. It is understood that both the employee and the company will make reasonable accommodations.
4. When work is available during the normal shutdown periods, those employees affected shall be given the opportunity to work and reschedule their vacation based on seniority.
5. Employees requesting Personal Leaves of Absence (permissive absences greater than two consecutive days) shall be required to exhaust vacation before the approval of any leave of absence.
6. The Company retains the right to cancel any employees' vacation if the need arises and no other option is available. The Company will work with employees who supply documentation that they have paid nonrefundable money towards the vacation.
7. Effective with 2007 vacations, an employee may "sell" back one full week's vacation (in addition to the right to "sell" back a day contained in #1 above). The "sell" back requires the approval of the HR Department. This is to say an employee can, upon submitting their request before that week is scheduled, receive a full week vacation check and continue to work. The employee cannot request the vacation time off at a later date.

Article Seven
SENIORITY

A. Probationary Period

1. New full-time employees shall be considered probationary and have no seniority during the first 180 consecutive days of active employment in a twelve-month period. Benefit coverage will be effective on the first day of work following the completion of sixty (60) consecutive days of employment (Health & Welfare coverage on the 1st of the month following). Probationary employees shall be eligible for holiday pay after thirty days of employment and 401k coverage on the 1st of the month following ninety (90) consecutive days of active employment and 250 hours of service (see Exhibit 2-401k).

B. Plant Seniority

1. Employees shall be considered seniority employees and placed on the plant seniority list on the first day of work following completion of their probationary period, and their plant seniority will date back to their date of hire. Employees retain seniority so long as they are in active employment, on leave of absence, or on layoff with right of recall. After a "Container Trainee" has completed their probationary period of 180 consecutive days of active employment as defined in Section A, they may be elevated to the Job Group rate of pay that corresponds to the Company's assessment of their applicable skill level. When employee(s) are elevated earlier than the norm, the Company will notify the Union in writing of the employee(s) elevated and the method used to determine their new rate of pay.
2. The plant is divided into departments. Currently the departments are:
 - Can Assembly
 - Can Shipping
 - Shipping and Receiving
 - Draw & Iron (D&I)
 - Machine Shop
3. The principle of seniority among qualified personnel within the shift will be followed in filling openings to balance the crewing between shifts.
4. If an operation is relocated from a department, the employees performing the work shall have the option of moving with the operation or being assigned to available work in the department.
5. Former Campbell Soup employees who transitioned to Silgan Can Company on July 1, 2000, are credited with their Campbell seniority date for purposes of benefit participation eligibility such as 401(k) and including number of earned weeks of vacation per year, benefit vesting e.g., pension and 401(k), eligibility to receive early retirement benefits, job bidding job retention and displacement rights.

C. Seniority Lists

The company agrees to furnish to the Union each month a list of names of employees added, terminated, laid off, or on leave of absence in the prior month.

The company agrees to furnish electronically to the union upon request, a list of employees, including date of hire, job title and rate of pay, address and members social security number.

D. Employee Transfer

1. In transfers or promotions, consideration will be given to seniority, ability, aptitude, and other qualifications to perform the job. The senior qualified bidder will be awarded the job. Permanent job openings will be posted three (3) working days on the main bulletin board. Employees on vacation, or on approved leave of absence, who filed with their supervisor before going on the leave of absence or vacation, a request for consideration on the job opening will be considered for the duration of such leave of absence or vacation, as having bid on the job, provided that they are able to commence the job within two (2) weeks of being awarded the job. Job postings will include job title, rate of pay, hours of work, department, number of people required, name of supervisor, and the approximate date the opening is to be filled. Information concerning job duties will be available on posting boards in the plant. The name of the successful bidder will be posted. The successful bidder shall be assigned to the job within two (2) weeks. If an employee refuses a job after their previous job has been posted, they will either go to available work and will not be allowed to bid on any job opening for a period of three (3) months, or they can accept the job and then exercise their bidding rights.

It is recognized that specific skills, aptitudes and abilities are required to qualify for skilled jobs in Job Group 11 or higher. Accordingly, attainment of minimum scores for aptitude, mechanical comprehension, and other job related tests which may be deemed appropriate to aid in the determination of qualifications is a recognized factor provided such tests meet prevailing validation requirements. In the event an employee does not meet the test score requirements, they may be retested on requests, provided six (6) months have elapsed since the previous test.

2. An eligible employee will be entitled to three (3) successful bids in a rolling twelve (12) month period. If an employee's job is eliminated by the Company and the employee has used his/her three (3) bids, the employee will be allowed one (1) additional bid. If an employee exercises their right to bid laterally or down bid, they cannot bid back to the same job classification for one (1) year unless mutually waived by the Company and Union. If for health related reasons, a non-probationary employee is unable to continue performing their current job, the Company and Union agree to consider allowing the employee to down bid to an available job they are qualified to perform. Such down bids do not count against the bid rights described above.

Employees in Job Groups 11 and above may bid jobs laterally pursuant to Article 7 however employees who elect to down bid shall not displace a less senior employee working in Job Groups 11 and above during a furlough.

Employees in Job Groups 11 and above may not down bid for a period of eighteen (18) months after the successful completion of the training program.

Employees in Job Groups 2 through 10 may bid laterally and down bid pursuant to Article 7.

3. Openings which will not exceed ninety (90) days will be considered temporary and will not be posted. Openings as a result of an employee being on personal leave of absence or medical leave of absence which do not exceed sixty (60) days will not be posted. Openings as a result of military leaves of absence which do not exceed six (6) months will not be posted. Employees filling temporary openings will not use their plant seniority to displace other employees when their temporary job ceases to exist. Insofar as practical, the principle of seniority among qualified personnel within the shift will be followed in filling temporary openings.
4. Mechanics, Machinists, and Electricians will be reviewed for upgrading purposes according to the following schedule:

C – B 1 year

B – A 1 year

A – AA 1 year

Utility Service will be reviewed for upgrading purposes according to the following schedule:

Utility Service I – Utility Service II Nine (9) months

In addition, all employees, upon the employee's request, will be informed of their progress at the midpoint of the upgrading period. Upon the employee's annual review, the employee will be notified, in writing, if their progression is not sufficient for an upgrade, in which their progress for promotion will be extended ninety (90) days. Following the extended ninety (90) day review, the Company will determine if the employee will be promoted, remain at the current job classification, or be reassigned to an available position that better fits the employee's qualifications. The union will be notified in writing of any ninety (90) day extension given for review, as well as a copy of all completed reviews.

E. Reductions in Force

1. In the event it becomes necessary to make a reduction in force within a department, probationary employees in the department will be the first to be transferred. If a further reduction in force is necessary, it will be done among the remaining employees in the department based on their plant seniority date except in cases where efficient production would be impeded.

Employees with the greater plant seniority who are not subject to layoff and are displaced from their job classifications shall retain rights to be recalled to the job classification and shift from which they were displaced for twelve (12) months. Employees in job group 11 and above, will have their skilled pay rate protected for up to sixty (60) days and must accept recalls within this time period. Employees displaced from their department may exercise their seniority to return to their department to available opening if qualified to perform available jobs before less senior employees are allowed to exercise job recall rights.

2. Temporary transfers due to the temporary curtailment of an operation or a part of an operation may be made without regard to seniority provided it does not exceed three (3) continuous working days.
3. Employees transferred to a salaried position shall retain seniority for a period of six (6) months. Upon returning to hourly status they will go to work available. An employee will be allowed to return to hourly status only once.
4. In the event it becomes necessary to make a plant-wide layoff the following procedure will be followed:
 - a. All probationary employees within the plant shall be laid off before employees with seniority. It is understood probationary employees need not be laid off in the order of their length of service with the Company but may be chosen at the Company's discretion. This shall not be construed to mean that the Company shall be required to lay off any employees having special technical or mechanical skill. Employees in the Container Trainee program, regardless of where they stand in the pay progression 7/8/9/10, shall be considered to possess special technical or mechanical skills only when the employee remains in the position that they are being trained for.
 - b. If conditions require a further layoff, employees with seniority shall be laid off in reverse order of their plant seniority in accordance with the following procedure:
 - 1.) Determine number of jobs to be eliminated.
 - 2.) Names and jobs held by employees with the least plant seniority subject to layoff will be listed.

- 3.) Employees with the greater plant seniority who are not subject to layoff, but whose jobs are being eliminated, will be assigned openings resulting from layoff of employees at the bottom of the plant seniority list by the principle of seniority among qualified employees.
- 4.) Employees with the greater plant seniority, who are not subject to layoff, who are not qualified to perform available job openings at the bottom of the plant-wide seniority list may displace the least seniority employee in jobs they are qualified to perform. No employee shall be laid off who is capable of performing the duties of a job held by another employee with less plant seniority.
- c. The Company will forward to the Union as soon as possible a list of employees affected by reduction in force. This list will include the employee's former classification and shift.
5. The handling of a lay-off and the subsequent adjustments between shifts should be handled so that the following results are obtained:
 - a. End Results
 - 1.) Those employees that have to leave their job classification are the lowest plant senior employees in that classification.
 - 2.) Those employees that must transfer to a less desirable shift are the lowest employees in the classification.
 - 3.) The people that are reduced out of their departments are the lowest plant senior people from those departments.
 - 4.) Those people that are laid off from work are the lowest plant senior people.
 - b. Mechanics of Reduction
 - 1.) Job Classification
 - a.) When employees are displaced from their job classifications because of a reduction-in-force, they shall retain rights to that job classification for 12 months. If openings occur in the job classification they will be offered by seniority, to former members of the job classification. After 60 days all openings will be posted.
 - b.) If there are employees in the classification of General Labor with less seniority than another employee displaced from this job classification, the displaced employee may take the place of the lower senior General Labor employee in his department rather than transfer to another shift. An

employee displacing a general laborer and employees on lay-off do not retain any job classification rights.

- 2.) Department
 - a.) If a reduction-in-force is necessary it will be done among the employees in the department based on their plant seniority date, except in cases where efficient production would be impeded.
 - b.) Employees whose jobs have been eliminated will be offered openings resulting from employees leaving the department. For example, if three employees lose their jobs and there are three openings caused by the lowest plant senior people leaving the department, the highest senior of the three will have choice of which job he wants, etc.
 - c.) If an employee whose job has been eliminated is not qualified to perform available job openings at the bottom of the department seniority list, he may displace the lowest senior employee whose job he is qualified to perform.
- 3.) Plant
 - a.) Employees who are reduced out of their department but are not subject to lay-offs will take available work in the plant. In so far as practical, employees will be given a choice in order of their seniority to fill available openings.
 - b.) Employees in paragraph "a" above who are not qualified to take available openings may displace the lowest plant senior employee whose job the displaced employee is qualified to perform.
6. When employees are displaced from tier job classifications because of a reduction-in-force, they shall retain rights to that job classification for 12 months,

If openings occur in the job classification they will be offered, by seniority, to former members of the job classification. After 60 days all openings will be posted.
7. This does not apply to any employee on lay-off. Laid-off employees only retain rights to fill, according to their seniority, available openings that might occur.
- F. Employees will be recalled from layoff strictly on the basis of their plant seniority provided they are qualified to satisfactorily perform the duties of the jobs to be filled. If an employee is not qualified to perform the available job, such employee will be continued on layoff.

The Company will provide the union with a list of employees recalled from layoffs and the departments to which they are assigned within five (5) working days of recall.

The intent of this procedure would be to have the necessary postings of jobs completed when additions are made to job classifications as a result of a recall and employees who indicate a desire to exercise their job retention rights to such classifications can be returned to the jobs within two (2) weeks.

- G. It is agreed that all employees recalled or rehired from layoff will be extended job retention rights for one (1) year to the bid or assigned job held prior to the original reduction in force. Employees in job group 11 and above must accept such recalls, when offered, unless mutually waived by the Company and the Union. Jobs to be filled through retention rights do not have to be posted.
- H. An employee shall cease to have seniority and his/her employment with the Company shall be considered terminated for all purposes when:
 - 1. He/she voluntarily leaves the Company's employ.
 - 2. He/she is discharged for just cause.
 - 3. Having been laid off for lack of work, he/she fails to report within a period of forty-eight hours following a telephone call to the employee or ninety-six hours following mailing of registered notice to the last known address as shown on the Company's records, unless failure to do so is due to circumstances beyond his/her control.
 - 4. He/she fails to report for work at the termination of a leave of absence or furlough, unless such failure is due to circumstances beyond his/her control.
 - 5. He/she works for another company or another job while on leave of absence.
 - 6. He/she is laid off for a period equal to his/her acquired seniority of he/she has less than one year's seniority, or for a one-year period, if he/she has more than one year seniority.

Article Eight GRIEVANCE PROCEDURE

- A. Should differences arise between the Company and the Union or employees as to the meaning and application of the provisions of this Agreement, earnest efforts shall be made to settle such differences in accordance with the following procedure:

Responsibility of Employee: It is understood and agreed that all employees within the Bargaining Unit covered by this contract must exercise all their rights, privileges, or necessary procedures under this Contract, in the settlement of any and all complaints or

grievances filed by such employees before taking any action outside of the scope of this Contract for the settlement of such grievances.

Step 1 - The aggrieved employee may present his/her grievance, with or without the Departmental Steward, to his supervisor. The grievance must be presented within fourteen (14) calendar days of the action, or knowledge of the violation.

Step 2 - If not settled at the first step, the employee and/or his/her Departmental Steward shall present the grievance in writing to the Plant Superintendent. The Plant Superintendent's answer shall be submitted in writing.

If a grievance at the first or second step of this procedure has not been answered after three (3) working days, it may be taken to the next higher step. If a grievance at the first or second step of this procedure has not been appealed within three (3) working days to the next higher step, it will be considered satisfactorily settled.

Step 3 - If a grievance is not settled at the second step, it shall be presented in writing to the Plant Manager or designated representative and put on the agenda for the next third-step Grievance Committee Meeting. The Union will be represented at the third step by the Chief Shift Steward, and Department Steward, with or without the aggrieved employee. The participation of the local President in this step of the grievance procedure is optional. The Company will be represented at the third step by the Plant Manager or designated representatives. Grievances taken up at the third step will be answered in writing within three (3) days and shall be considered satisfactorily settled unless they have been appealed to the fourth step within three (3) days after receiving the written third-step answer.

Step 4 - If a grievance is not settled at the third step, it shall be referred to Silgan's Corporate Human Resources Manager to be taken up at a meeting between the Company and the Union's fourth-step Grievance Committee. A representative of the International Union may be present at this meeting. Grievances taken up at the fourth step will be answered in writing within 14 calendar days.

- B. If a grievance has not been settled after the above steps have been carried through, either party may ask that the grievance be arbitrated. If a request for arbitration in the form of a submission is not received within twenty (20) working days after the receipt of a written fourth-step answer, the grievance shall be considered satisfactorily settled. All the necessary arrangements, including the selection of an arbitrator, shall be completed within sixty (60) days following the Company's receipt of the Union's submission to arbitrate. Only grievances having to do with the interpretation of the Agreement or disciplinary suspensions or discharges may be arbitrated. Grievances concerning work standards, base rates, or the rights of management may not be arbitrated.
- C. The request for arbitration referred to in paragraph B shall be timely submitted to the Federal Mediation and Conciliation Service (with a copy to the Company). With respect

to grievances filed after the ratification of this agreement, the request for arbitration shall request a panel of eleven (11) arbitrators. The parties shall select the arbitrator in accordance with the rules and procedures of the FMCS. The expenses and fees for the arbitrator shall be borne equally by the Company and the Union. The decision of the arbitrator shall be final and binding on both parties provided the arbitrator has acted in accordance with Article Eight (8), Paragraph B.

- D. It is understood that regular meetings of the third-step and/or fourth-step Grievance Committee may be called by either party once each week.

Grievances involving discharge cases may be taken up in specially called meetings. Grievance discussions or meetings at the first and second steps will be held with representatives of the Company before or after their regular work hours.

The Union agrees to provide the Company with a list of authorized representatives to conduct Union business. Whenever changes are made the Union will notify the Company in writing.

- E. Grievances involving discharges or suspensions may be initiated at step three (3) of the grievance procedure.

In cases concerning discharge or suspension the Company will immediately notify the Union of the case. In cases involving termination, the Company will give the employee the reason for the termination in writing.

- F. When the Company adds a new job, or substantially changes an existing job in the bargaining unit, it will determine the base rate and notify the Union in writing. Employees will retain jobs that are re-evaluated. If the Union disagrees with the base rate determined by the Company, it may institute a grievance within 10 days in the third step of the grievance procedure.

Article Nine LEAVES OF ABSENCE

- A. Non-probationary employees shall be entitled to a leave of absence for a period of time not exceeding sixty (60) days in combination with any Family and Medical Leave (FMLA), provided the Company is satisfied with the reason given for such leave of absence.

Where an absence qualifies for Family and Medical Leave (FMLA), employees shall cooperate with the Company in applying for an FMLA leave on a timely basis and providing supporting paperwork e.g. the treating physician's Medical Certification.

Medical leave of absence, including Family and Medical Leave (FMLA), shall be granted to non-probationary employees by the Plant Manager in thirty (30) day increments or less, upon the submission of all required paperwork.

Employees cannot be granted leaves of absence for more than 12 consecutive months under any circumstances.

When considering an initial medical leave of absence request, or extension request, the Company reserves the right, at their expense, to refer employees to an outside physician for a fitness for duty examination.

- B. Upon request, any officer of the Union will be granted a personal leave of absence for the duration of the Agreement to carry out the business of the Union. The Union will give the Company reasonable notice in writing of such leaves in order that replacements can be secured to cover their jobs.

All health and welfare benefits and seniority for such benefits will be forfeited during such leave; however such employees may continue their coverage by paying the required premiums monthly in advance. Employees on a leave of absence for Union business will retain seniority within their job classification.

- C. An employee of the Company who has been called for service in the Armed Forces of the United States will, to the extent required by law, be given all possible assurance of re-employment provided that: (a) he/she makes application for re-employment within ninety (90) days after he/she is relieved from such military training and service, and (b) he/she is still qualified to perform the duties of his/her position with the Company, and (c) he/she has received a certificate to the effect that he/she has satisfactorily completed his/her period of military training and service.
- D. The Company will grant leaves of absence where both the husband and wife work and must take vacations at different times. The granting of all personal leaves must be consistent with the practical production requirements and must be requested no later than March 31 in the year in which the leave of absence is to be taken.

Article Ten

GENERAL CONDITIONS

- A. The Company will supply uniforms to employees in skilled positions who are required to wear uniforms in the performance of their job, and to replace these uniforms on a reasonable schedule. Employees issued uniforms are responsible to keep them laundered. Other clothing items required, such as aprons, boots, coats and gloves will be furnished by the Company. The Company will supply specialized tools that may be necessary for Maintenance Department employees to perform their work. Employees not in skilled positions will be paid an annual uniforms not available allowance of \$90 on January 1 of each year. Employees in these non-skilled positions will not be furnished uniforms.
- B. Employees working an eight-hour shift will be granted one ten-minute rest period in the first half of the shift and another ten-minute rest period in the second half of the shift. Employees working less than an eight-hour shift will receive only one ten-minute rest

period which will be in the first half of the shift. Employees working a twelve-hour shift will be granted another ten-minute rest period after ten hours.

- C. Insofar as practical, lunch periods of twenty (20) minutes, will be scheduled near the middle of the shift but not later than five hours after the employee's starting time. In the event an employee works more than twelve hours, he/she will be given the opportunity to take a second lunch period.
- D. The Company and the Union will share the cost of printing sufficient copies of this Agreement to provide all present employees with copies as well as employees who may be hired during the life of this contract.
- E. The Company agrees to permit an employee or a Union Steward to wear the button of the Union or its International on Company property, provided such insignia have safety clasps of a type approved by the Company.
- F. The Parties agree that a Labor-Management Committee will be established with equal representation from the Company and the Union to meet periodically and discuss general matters of mutual concern.

The Company and the Union have developed a Labor Relations Manual. The Manual is divided into general section (practices that apply to the entire plant) and specific department practices that the Company and the Union feel are proper and fair for the operation and the employees in that area. The Manual will consist of written agreements and understandings the Union and Silgan mutually agree to follow (for a specified period of time, or if a time period is not specified during the term of this agreement). Items in the Labor Relations Manual may be renewed, added to, modified or deleted during the term of this agreement by mutual agreement, or as part of the negotiation process upon the expiration of this agreement.

- G. The Company agrees to allow during new employee orientation, a Union Representative the opportunity to introduce the collective bargaining agreement between the Union and the Company, to answer questions raised, to discuss the positive relationship between the Union and the Company. Such presentation will not normally exceed fifteen (15) minutes.

Article Eleven **ANTI-DISCRIMINATION**

- A. The Company and the Union do not and will not, as a matter of policy, discriminate against employees or applicants because of race, color, sex, sexual orientation, marital status, national origin, religion, age, disability, or status as a disabled veteran or veteran of the Vietnam Era; or any other characteristic protected by law. In this connection, the Company offers equal employment opportunities regardless of race, color, sex, sexual orientation, marital status, national origin, religion, age, disability, or status as a disabled veteran or veteran of the Vietnam Era; or any other characteristic protected by law.

Article Twelve
RIGHTS OF MANAGEMENT

- A. The Company shall exercise the functions of hiring, transferring, promoting, demoting, suspending, discharging, laying off, recalling, and the establishment and enforcement of rules and regulations at its sole discretion, except as these functions are specifically restricted by the terms of the Agreement. Union members will not be discriminated against.
- B. The type of product manufactured, the location of the plants, the planning and scheduling of production, the establishment of labor standards and the introduction of new production methods, and new or improved machinery shall be the exclusive function of management.
- C. Any of the rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated, granted, or modified by this Agreement.

Article Thirteen
JURY DUTY

- A. When an employee is called for service as a juror, he/she will be paid the difference between the fee he/she receives for such service and the amount of base rate earnings lost by him/her by reason for such service up to a limit of eight (8) hours per day and forty (40) hours per week.
- B. An employee shall be excused from work for the days on which he/she serves on a jury panel.

Article Fourteen
NO STRIKE-NO LOCKOUT

- A. It is mutually agreed that there shall be no strike, stoppage, suspension of work, slowdown or lockout during the term of this contract.
- B. The Union will notify employees that engage in any unauthorized actions that such actions shall cease.
- C. If a problem arising under this clause goes to arbitration, the only question that an arbitrator may decide is whether or not individual employees participated in such unauthorized action.

Article Fifteen
BULLETIN BOARD

- A. A bulletin board will be provided by the Company where notices pertaining to official Union business may be posted, provided such notices are approved by the Company and with the understanding that they will be removed when they have served their purpose.

Article Sixteen
TRAINING

- A. Recognizing the fact that there will be changes resulting from the introduction of new and improved methods, processes, and production schedules, which in turn will affect the employees, the Company will attempt to anticipate the establishment of new skilled jobs and, where practical, will assist qualified, interested, senior employees to secure training for new jobs. In this connection, the Company will bring to the Union's attention the new skills involved and the required training.
- B. The Company will make available a Tuition Aid Plan.
- C. The Company and Union agree to provide a cross training forum where senior employees can move from one technology to another for skills development. Under this program trades are for 6 month periods, with the agreement of both employees party to the trade and the Company. Employees completing this training will have this accomplishment documented in their personnel files. The program is intended to cross 3 piece and D&I technologies in like job classifications (Mechanic/Technician to Mechanic/Technician, and Machinist to Machinist). Employee pay rates during the program will not be reduced. While the trade is in place, the practices regarding layoffs and vacation scheduling apply to the employees as though they were bid employees in the department where they are being trained. The Company reserves the right during any trade to discontinue the trade. When the Company feels the need to discontinue a trade the Company will meet with the parties involved along with a Union representative to discuss issues involved.

Article Seventeen
BEREAVEMENT

- A. When a death occurs in the immediate family of an employee which requires the employee to be absent from his/her scheduled work week in order to attend the funeral or other related matters, such employee shall be granted up to three (3) days off at the employee's regular rate of pay. The immediate family shall be limited to the employee's parent, parent-in-law, children (including step-children), spouse, sibling, grandparent, and grandchildren. Payment will be made for a day of absence only if such day is a day within the employee's work week commencing with day of death and ending two days following the day of the funeral. The employee, when requested, must furnish satisfactory proof of the death and the relationship of the deceased and the day of the funeral. The employee is to notify the Company of the necessity of his/her absence no later than the first day of such absence.

Article Eighteen
HEALTH, SAFETY, AND WELFARE

- A. The Company will provide a security benefit program including Retirement and Pension Plan, Life Insurance, Medical Plans, Vision, Dental, Accident and Sickness, Long Term Disability as outlined in summary form in the attached Exhibit #2. Employees will be given a Group Benefits Program booklet describing their benefits.

- B. The Company shall make reasonable provisions for the safety and health of the employees of the plant and shall provide sufficient and sanitary washrooms, and health and safety facilities in accordance with the provisions relating thereto as contained in the laws of the State of Texas.

- C. A Management-Union Safety Committee will be established. Policies and functions of this committee shall not be subject to arbitration.

Article Nineteen
DURATION OF AGREEMENT

This agreement shall become effective November 6, 2023, and shall remain in full force and effect through November 5, 2026. Either party desiring to change or terminate any part of this agreement at its expiration must notify the other party in writing on or before sixty (60) days before November 5, 2026. If neither party requests any changes, the agreement will automatically renew itself on a year-to-year basis until either party notifies the other party in writing on or before sixty (60) days in advance of a subsequent anniversary date of its intent to change or terminate the agreement on the anniversary date.

FOR THE UNION

List of Names

Felipe Mendez

Sonya Mumphrey

Celestino Rivera

Jeff Coulter

Greg Clark

FOR THE COMPANY

List of Names

Margo Rice

Kerry Wild

Matthew Benton

Aaron Shoemaker

Brian Pulford

Exhibit No. 1

Schedule of Base Rates							
Job Group	Rate as of 11/14/22	Rate Per Hour 12/25/23 (2.5%)	Rate Per Hour 05/13/24 (1.25%)	Rate Per Hour 11/11/24 (1.25%)	Rate Per Hour 05/12/25 (1.25%)	Rate Per Hour 11/10/25 (1.5%)	Rate Per Hour 05/11/26 (1.5%)
2	\$ 20.83	\$ 21.35	\$ 21.62	\$ 21.89	\$ 22.16	\$ 22.49	\$ 22.83
3	\$ 21.13	\$ 21.66	\$ 21.93	\$ 22.20	\$ 22.48	\$ 22.82	\$ 23.16
4	\$ 21.44	\$ 21.98	\$ 22.25	\$ 22.53	\$ 22.81	\$ 23.15	\$ 23.50
5	\$ 21.78	\$ 22.32	\$ 22.60	\$ 22.89	\$ 23.17	\$ 23.52	\$ 23.87
6	\$ 22.17	\$ 22.72	\$ 23.01	\$ 23.30	\$ 23.59	\$ 23.94	\$ 24.30
7	\$ 22.60	\$ 23.17	\$ 23.45	\$ 23.75	\$ 24.04	\$ 24.41	\$ 24.77
8	\$ 22.95	\$ 23.52	\$ 23.82	\$ 24.12	\$ 24.42	\$ 24.78	\$ 25.15
9	\$ 23.84	\$ 24.44	\$ 24.74	\$ 25.05	\$ 25.36	\$ 25.74	\$ 26.13
11	\$ 24.32	\$ 25.43	\$ 25.75	\$ 26.07	\$ 26.89	\$ 27.30	\$ 27.71
12	\$ 24.87	\$ 25.99	\$ 26.32	\$ 26.65	\$ 27.48	\$ 27.89	\$ 28.31
13	\$ 25.68	\$ 26.82	\$ 27.16	\$ 27.50	\$ 28.34	\$ 28.77	\$ 29.20
15	\$ 29.37	\$ 30.60	\$ 30.99	\$ 31.37	\$ 32.27	\$ 32.75	\$ 33.24
16	\$ 30.05	\$ 31.30	\$ 31.69	\$ 32.09	\$ 32.99	\$ 33.48	\$ 33.99
Employees will receive a ratification bonus of \$1,150 paid out the first payroll date in January 2024.							
Equity improvements for Technicians in Grades 11-16.							

Notes: Employees with seniority as of November 6, 2023, receive a \$1,150 signing bonus.

New employees in Job Groups 2 through 10 undergo a period of twelve (12) months where they receive 80% of Job Group rate. Upon completion of the twelve (12) months service, new employees then receive the Job Group rate.

Paris Container Manufacturing and Maintenance

Equipment Cleaner/Janitor General Labor	Job Group 2
Palletizer/DePalletizer	Job Group 4
Draw & Iron Operator I	Job Group 5
Can Line Attendant Can Shipping Lift Truck Operator Coiled Steel Lift Truck Operator Seamer Operator	Job Group 6
Draw & Iron Operator II Container Trainee (7/8/9/10)	Job Group 7
Inspector	Job Group 8
Chemical Process Technician	Job Group 9
Electrician – Class C Mechanic – Class C Machinist – Level 1 Technician – Level 1	Job Group 11
Electrician – Class B Mechanic – Class B Utility Service 1 Machinist – Level 2 Technician – Level 2	Job Group 12
Electrician – Class A Mechanic – Class A Utility Service 2 Machinist – Level 3 Technician – Level 3	Job Group 13
Electrician – Class AA Mechanic – Class AA Machinist – Level 4 Technician – Level 4	Job Group 15
Leader – Maintenance Leader – Machine Shop Electronic Technician Machinist Technician Millwright / Machinist	Job Group 16

The sole purpose of the titles Electrician, Electronic Technician, Machinist and Mechanic, is to give recognition to acquired skills. Work Assignments will be made on the basis of utilizing all the knowledge and abilities of employees to operate the plant efficiently.

Grandfathered D&I Operators II (Job Group 7) are responsible to know and perform all duties of the position. New D&I Operators begin as I's (Job Group 5) and are eligible for reclassification to II's when they know and can demonstrate ability to perform all duties of the position.

Exhibit No. 2

SECURITY BENEFITS PROGRAM

The following outlines generally the Security Benefits Program referred to in Article Eighteen. It is understood that the terms of the benefit contracts shall be controlling. However, under the Retirement Equity Act of 1984, if you are married, your spouse must consent if you wish to name a survivor other than your spouse or if you wish to provide your spouse with a survivor annuity of less than 50%. Your spouse's consent must be made in writing on the proper form, and his or her signature must be witnessed by a notary public. You are entitled to revoke the spousal waiver any time before benefits start. If you are married, or under age 35, and have designated a beneficiary other than your spouse, the non-spouse designation will not be effective until you reach age 35.

The Company reserves the right, as Plan Sponsors, to change benefit plan administrators, providers or carriers for economic, service and/or availability reasons. The Company agrees such a change will maintain the level of benefits equal, or comparable to the benefits provided in the Security Benefits Program negotiated in this labor agreement. Before reaching a decision to make such a change, the Company will advise the Union of the circumstances leading to the consideration and afford the Union an opportunity to meet and discuss the potential change. Employee out-of-pocket costs shall not increase to complete a treatment plan begun prior to the change.

401K PLAN

This plan summary is intended to highlight major plan features of the Silgan Containers Retirement Savings Plan for Hourly Employees at the Paris, Texas plant.

Eligibility: Employees are eligible to participate after completing three (3) months and 250 hours of service. Participation begins the first of the month following eligibility and enrollment in the plan.

Employee Contributions: Contributions are made through payroll deduction on either a Pre-Tax or After-Tax basis. The maximum contribution is 15% (Pre and After Tax combined). Changes to the contribution rate may be made at any time.

Company Contributions: The Company will match 50 cents of each Pre-Tax dollar the employee contributes up to the first 6% of eligible pay. Eligible pay includes base wages, overtime and Pre-Tax contributions made to the plan. Employees hired on or after 1/1/12 receive a 3% automatic contribution in lieu of their non-eligibility to participate in the pension plan. These contributions begin for pay earned as of the 1st of the month following 90 days employment, and the contributions vest according to the same vesting schedule for matching contributions.

Vesting: Employee contributions and any rollovers are fully vested. Company matching contributions vest according to the employee's year of service.

Years of Service	Vested Percentage
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5+	100%

Loans: Employees may borrow up to 50% of the value of their vested accounts to a maximum of two loans and not to exceed \$50,000.

Plan Administrator: The Plan Administrator is Silgan Containers.

Statement of Accounts: Participants receive quarterly statements.

Investment Choices: Participants are offered a number of investment fund choices with varying degrees of risk and potential for returns. Each employee should assess their investment goals and willingness to assume risk before selecting investment funds.

Plan Document: A complete description of the plan is available in Woodland Hills, CA. If there are any discrepancies between this summary and the Plan document, the Plan document will govern.

RETIREMENT AND PENSION PLAN

Effective July 1, 2000

Pension benefits are based on age and continuous service (see Article Seven-Seniority, for definition of combined continuous service credit for former Campbell Soup employees who transitioned to Silgan 7/1/2000) in accordance with the following provisions:

Eligibility: All regular, full-time hourly employees hired before 1/1/12 become covered under the Plan on their first day of work. Employees hired 1/1/12 or thereafter are ineligible for this benefit.

Retirement Age: a participant may continue in employment beyond his/her normal retirement date in accordance with applicable law.

Normal Retirement Benefits: for retirement on and after July 1, 2000, the normal form of benefit for an employee with a spouse will be automatic 50% Joint and Survivor Annuity unless before retirement the employee elects a different form of benefit payment.

Optional Forms of Retirement Annuity: prior to the employee's actual retirement date, an eligible employee may elect one of the following optional forms of retirement annuity:

1. Straight Life Annuity – Life Annuity payable for life of the employee with 60 monthly payments guaranteed.
2. 50%, 75% or 100% Joint and Survivor Annuity – These options pay a reduced retirement benefit to the retiree for life with 60 payments guaranteed followed, after the retiree's death, by an amount equal to the percent Joint and Survivor Annuity Option 50%, 75% or 100% elected payable to the designated surviving spouse or dependent family member for their life.
3. Social Security Option – If the employee retires before age 65, pension benefits may be adjusted so that monthly payments to a retiree under the plan, together with monthly payments under the Social Security Act, will form as nearly as possible a uniform series of payments before and after age 65.

Benefits: Effective July 1, 2000 – Benefits – beginning on the first of the month following actual retirement, monthly pension payments are guaranteed for life. The amount of pension for employees retiring will be calculated as follows:

A. The basic pension formula shall be:

1% of participant's final pay up to the Social Security covered compensation plus 1.5% of final pay over that amount multiplied by years of service not to exceed 30; plus ½ of 1% of a participant's final pay for each full year of service in excess of 30.

The pension benefit for former Campbell Soup employees who transitioned to Silgan 7/1/2000, will be calculated using the age and combined service with both companies as of the date of retirement from Silgan, less the pension benefit from Campbell Soup.

The monthly pension benefit payable by the Silgan Plan will be determined by reducing an employee's gross monthly benefit (item 1 below) by his/her Campbell Soup plan monthly benefit (item 2 below):

1. The employee's gross monthly benefit is based on his/her final average pay and years of benefit service (including years of benefit service with Campbell under the Campbell Plan, as well as years of benefit service with Silgan under the Silgan Plan) as of his/her termination date at Silgan.

2. The employee's Campbell plan monthly benefit is based on his/her final average pay and years of benefit service as of his/her date of transfer, and the Campbell Plan provisions as of his/her transfer date. If an employee receives a lump sum payment from the Campbell Plan, his/her Campbell Plan monthly benefit will be the equivalent monthly benefit upon which the lump sum payment was based.

B. Final pay is the average annual earnings in the highest five earnings years in the last ten calendar years of employment including the year of retirement.

C. Social Security Covered Compensation Definition

Effective July 1, 2000, employees with a combined credited service date (Campbell service, plus Silgan service) before June 1, 1998, who retire at age 55 or older under the Silgan Retirement and Pension Plan for covered bargaining unit employees at Paris, TX will have their pensions calculated using the Social Security Covered Compensation "Definition A" below. All employees hired on or with a combined credited service date of June 1, 1998 or later, and employees hired or with combined service prior to this date who terminated employment (this would not apply to terminations resulting from disability) before reaching age 55 will have their pensions calculated using the Social Security Covered "Definition B" below:

Social Security Covered Compensation

Definition A: The average of the Social Security Wage Bases for the 35 year period ending in the year of the employee's termination.

Definition B: The average of the Social Security Wage Bases for the 35 year period ending in the year the employee would attain his/her Social Security Normal Retirement Age, assuming the Social Security Wage Base in effect the year of the employee's termination remains the same for all future years.

D. In no event will the employee's combined Campbell and Silgan pension at retirement be less than such employee's vested pension benefit as of July 31, 1990.

E. Employees retiring early, prior to age 65, shall have their pension reduced in accordance with the following table:

Retiree's Age Upon Payment Of Pension	Percent of Straight Life Annuity Payable (Other Optional Benefit Payments Also Reduced)
65	100%
64	100%
63	100%
62	100%
61	95%
60	90%
59	85%
58	80%
57	75%
56	70%
55	65%

- F. Any participant who is vested and who terminated his/her employment, or whose employment is terminated prior to age 55, shall not be entitled to the early retirement factors included in Section E of this contract, but shall be entitled to the retirement factors which were in effect under Campbell Soup prior to August 1, 1990.

Retiree's Age Upon Payment Of Pension	Percent of Straight Life Annuity Payable (Other Optional Benefit Payments Also Reduced)
65	100%
64	94%
63	88%
62	82%
61	77%
60	72%
59	67%
58	63%
57	60%
56	56%
55	53%

In the event of death after retirement, but before 60 monthly retirement income payments are made, payment will be continued to the named beneficiary until 60 payments in all have been made. If you are married, your spouse must consent if you wish to name a beneficiary other than your spouse. Your spouse's consent must be in writing on the proper form available from your Human Resources Department, and his/her signature must be witnessed by a notary public. You may change your beneficiary at any time by contacting the Human Resources Department and by completing the proper forms. If the designated beneficiary entitled to receive a benefit is other than a spouse or dependent

child of a participant, any benefit payable hereunder shall be paid in a lump sum cash amount equal to the commuted value of the annual amount of the benefits.

A five-year certain death payment is provided after the death of an employee covered by the Plan who:

1. Has attained age 55 with vested benefits but has not retired. The benefit shall be equal to the amount the employee would have received had he/she retired early on the first of the month after the date of his/her death.
2. Has not attained age 55 but has vested under the Plan. The benefit will be calculated by the same formula as any employee retiring early at age 55 based upon the amount in the employee's account at the time of his/her death.
3. Has five (5) years of continuous service at termination of employment and whose life insurance has been accepted under the Total Disability Provision of the Life Insurance Plan at the time of his/her death. The benefit payable shall be the greater of the amount the employee would have received had he/she retired early on the first day of the month after the date of his/her death or the amount he/she would have received had he/she retired at age 55. Pension benefits payable on retirement at age 65 vest with an employee at work on or after July 1, 2000, who has five or more years of unbroken service.

Vested Retirement Benefits – Pension benefits payable on retirement vest with the employee upon completion of five (5) years of service (as defined by ERISA). An ERISA “year of service” is a 12-month period from hire date or anniversary thereof in which 1,000 “hours of service” or an average of 20 hours of service per week over a 36 week period are accumulated.

Social Security – Retirement income under this Plan is in addition to any Federal social security benefits.

Cost – The Company pays for the entire cost of the Retirement and Pension Plan.

Effective July 1, 2000, a Pension Disability Supplement shall be provided to any active employee or an employee on approved medical leave, worker's compensation leave, or personal leave.

The Pension Disability Supplement provides totally disabled employees whose employment is terminated and who pension benefits are vested with a pension credit based upon the employee's base pay immediately preceding the disability and calculated each year using the same pension formulas as for active covered employees. The Pension Disability Supplement will cease the earlier of the date: (1) when the employee reaches age 65, (2) when the total disability ceases to exist, (3) when the employee begins to receive retirement benefits under the Plan, or (4) when long-term Disability benefits cease.

An employee who is receiving the Pension Disability Supplement shall upon attaining age 55, be deemed to have retired early for pension purposes even though the employee pension may not have commenced.

Total disability means that the covered employee is unable to perform the duties of any available or existing position in the Company because of bodily injury or illness which is expected to result in death or to be of long, continued and indefinite duration.

The complete details of the Pension Plan are contained in a separate Silgan Containers Manufacturing Corporation Retirement Pension Plan document for employees covered by this Collective Bargaining Agreement.

LIFE INSURANCE

The Group Life Insurance Plan is composed Basic Life Insurance and Supplemental Life Insurance. The full cost of the Basic Life Insurance is paid by the Company.

Eligibility is stated in Article Seven, Section A, Paragraph 1, Page 12.

The amount of your Life Insurance is determined by your classification in the Schedule of Insurance.

Schedule of Insurance:

*Basic Annual Earnings	Amount of Basic Life Insurance Paid For By The Company
Amount	equal to the nearest \$1,000 of earnings

- **Basic annual earnings shall mean your basic hourly rate of pay times 2080.**

If you receive a wage adjustment which is sufficient to cause an increase or decrease in the amount of your insurance, the amount of your insurance will be changed on the date your wage adjustment becomes effective.

Employees are covered for the Basic Life Insurance on the day they become eligible.

You may name any person you wish as your beneficiary to receive the insurance payment in the event of your death. You may change your beneficiary at any time by contacting your Human Resources office and by completing the proper forms.

Basic Group Life Insurance is continued by the Company for an employee on an approved medical leave of absence. An employee on personal leave of absence or laid off with seniority status may continue his/her coverage for both Basic and Supplemental Life Insurance by paying the required premium in advance.

On retirement, Supplemental Life Insurance is terminated.

Upon termination of employment, an employee has the right of converting his/her Life Insurance without a physical examination to an individual Life Insurance Policy in any one of the forms currently issued by the Insurance Carrier, except Term Life Insurance. Written application for such conversion must be made to the Carrier within thirty-one (31) days after termination. The employee will pay the full cost of insurance that is converted.

SUPPLEMENTAL LIFE INSURANCE

Effective July 1, 2000 Supplemental Life Insurance will be available to all regular full-time employees. Eligibility is stated in Article Seven, Section A, Paragraph 1, Page 12.

Supplemental Life Insurance provides employee coverage at group rates. Employees can enroll for as much as 3 X's their annual base salary, rounded up to the next \$25,000 increment.

HEALTH CARE

During the term of this Agreement the Company will contribute to the UFCW National Health and Welfare Fund to provide Medical, Prescription, Dental and Vision coverage to Silgan employees covered by this agreement as prescribed in the Summary Plan Description of Benefits. Employees cost of insurance coverage continues to be Section 125 pre-tax eligible.

Primary Care Clinic

The NHWF, Company, and UFCW Local 540 commit to participate in a Primary Care Clinic in Paris Texas as soon as practical after clinic opening. Costs for the clinic are embedded in NHWF rates. Continued Clinic participation will be evaluated on an annual basis considering usage and economic viability by the NHWF, Company, and UFCW Local 540.

- A. There will be no plan nor cost changes to the current plan in effect and remains so thru March 31st, 2024. Current Rates are presented below.

CURRENT RATES 2023	Contribution Per Month	Co-Premium Per Week	Co-Premium Per Month
Employee	\$557.24	\$21.48	\$93.06
Employee and Spouse	\$1,142.66	\$44.04	\$190.82
Employee and Child(ren)	\$1,003.03	\$38.66	\$167.51
Family	\$1,614.89	\$62.24	\$269.69

- B. Effective April 1, 2024, all current and future eligible employees will be transitioned to the UFCW's National Health and Welfare Fund, UniCann Basic. The monthly premium rates increase may not exceed the established rates by year, listed below. If the premium rates increase exceeds the stated amounts, the parties will meet to make plan design changes, and if no plan design changes are made to reduce the premium

cost than any premium increases above the set amounts will be equally shared between the employee and the Company. The universal basic rates by tier maximums for each year are set as follows:

RATES BY TIER 2024 - 2026			
	4/1/24 - 3/31/25	4/1/25 - 3/31/26	4/1/26 - 3/31/27
Employee	\$580.09 Per/Month	Up to 6% Above Previous Year's Rates	Up to 6% Above Previous Year's Rates
Employee Plus Spouse	\$1,189.51 Per/Month		
Employee Plus Child(ren)	\$1,044.15 Per/Month		
Family	\$1,681.10 Per/Month		

C. Effective 4/1/2023 all employees enrolled contribute 16.7% of the monthly rate per tier (EE, ES, EC(ren), FAM) calculated on a weekly basis (monthly rate = weekly*52/12).

	4/1/24 – 3/31/25		4/1/25-3/31/26	4/1/26-3/31/27
	Co-Premiums per Week	Co-Premiums per Month		
Employee	\$22.35	\$96.87	16.7% of New Rate	17% of New Rate
Employee Plus Spouse	\$45.84	\$198.65	16.7% of New Rate	17% of New Rate
Employee Plus Child(ren)	\$40.24	\$174.37	16.7% of New Rate	17% of New Rate
Employee Plus Family	\$64.79	\$280.74	16.7% of New Rate	17% of New Rate

If an employee’s spouse is employed and has access to group medical insurance, he/she will be required to carry that coverage and will not be covered by Silgan’s medical plan. This will apply to all employees hired on or after March 23, 1998.

For “Silgan Couples”, one of the employees shall enroll in the plan and pay the corresponding rate.

Inasmuch as this UFCW NHWF Plan is presumed to provide minimum essential coverage as a “qualified health plan” under the provisions of the Patient Protection and Affordable Care Act (PPACA) (hereinafter referred to as “the Act”), no eligible employee may opt out of the Plan for any reason. This mandate notwithstanding, should an eligible employee nonetheless refuse to be

enrolled in the Plan, the Company will not be obligated to pay a premium to the Trust for any coverage other than “Single” coverage for such employee and the employee will be required to contribute through payroll deduction an amount equal to the employee contribution amount for “Single” coverage provided for in this Article. A regular full-time employee is eligible as defined in Article Seniority, Section A.

If the Plan is projected to be subject to the Premium Excise Tax (or if the Plan actually later becomes subject to the Premium Excise Tax) the Union and Company will elect a Plan in the family of plans within the UFCW National Health and Welfare Fund whose design ensures that such plan will itself not be subject to the Premium Excise Tax, or, should no such Plan be available within the UFCW National Health and Welfare Fund, to arrange for such a Plan design either commercially or through self-funding.

SUMMARY OF BENEFITS

The Health Plan offers you and your eligible dependents the option to choose Preferred Providers. Preferred Providers are those providers that participate in the PPO Network. You and your eligible dependents may choose to use any provider covered under your plan at any time. If you do not choose a Preferred Provider, you give up your PPO advantages, but you are covered under the out-of-network portion of the plan.

Details of your PPO coverage can be found in your Summary of Benefits booklet.

Employees (and their eligible dependents) who are under age 55 and have ten (10) continuous years of service as a regular full time employee immediately preceding total disability as defined by the Company’s LTD plan or death, shall be eligible to continue active employee medical plan coverage at the active employee’s cost from the date the employee ceases to be active until the earlier of when STD/or LTD terminates or the employee is unable to return from LTD at the end of 12 months.

Employees on Personal Leave of Absence or on layoff with seniority status may continue coverage for themselves and their eligible dependents by paying the full premium in advance. Pregnancy, childbirth or related medical conditions will be treated the same as any other injury or illness.

The definition of dependent is in accordance to the Patient Protection and Affordable Care Act (PPACA) children up to age 26 years of age. Spouse means the person to whom you are legally married.

If you apply for the benefits for your dependents more than 31 days after becoming eligible, it will be necessary for you to furnish evidence of the good health of each dependent, satisfactory to the carrier, at your own expense before the benefits for your dependents may become effective.

Proof of dependency, i.e., marriage licenses or affidavits for spouses and birth certificates or guardianship papers for dependent children, must now be furnished.

Benefits are the same for employees and eligible dependents if eligible dependents have been enrolled.

Reservation to Make Changes

When and if, during the term of this Agreement, the United States or the State of Texas enacts legislation whose terms, in the judgment of the Company, offers employees the ability to receive health care or other medical or surgical benefits in any manner other than that provided in Article 18, the Company may contact the Union to discuss the effects of such legislation. If, after 60 calendar days, no agreement has been reached with respect to changes in this Article, only legally mandated changes may be made consistent with the legislation. Further, if during the life of the Agreement the Company elects to reinstate the other benefit plan, it will give the Union 30 days written notice of its intent to do so.

Future Cost Savings

The Company is open to requests for discussions with the Union and possible changes in benefit plan design. We are willing to negotiate a change in the employee contribution rates based upon reaching an agreement on how future expected savings would benefit both the Company and the Union.

EMPLOYEE ASSISTANCE PROGRAM

Effective October 27, 2008, if you and/or your eligible dependents seek mental health (psychiatric), alcohol, and/or drug treatment, you must contact an Employee Assistance Program (EAP). When you and/or your eligible dependents have completed the benefits schedule under the EAP, and you are enrolled in the health insurance plan for active employees you should contact the carrier for additional benefits.

ACCIDENT AND SICKNESS BENEFITS

Accident and Sickness Insurance will be provided for each regular full-time employee. Eligibility is stated in Article Seven, Section A, Paragraph 1, Page 12. The plan will cover disabilities due to non-occupational bodily injuries, sickness, or disease which arise on and after becoming eligible for the A & S Benefit.

Benefits become payable with the eighth consecutive day of disability provided the disabled employee has been treated by a physician on or before the day upon which the benefits would begin. Otherwise, benefits begin on the first day on which the disabled employee is treated by a physician. Benefits are payable until the disabled employee is able to perform the duties of his/her occupation but not for more than twenty-six (26) weeks during any one period of disability.

For employees who are hospitalized, benefits shall be paid commencing with the first full calendar day of hospital confinement. If the benefits commence within the normal waiting period, such benefits shall continue in accordance with the plan while disabled without an additional waiting period in the event the employee is discharged from the hospital after the first full calendar day of hospital confinement.

The Accident and Sickness benefit only applies to active employees, therefore if you are on layoff or leave of absence, or otherwise not actively at work, these benefits will not apply until you return to regular full time employment.

Accident and Sickness benefits will be reduced by any loss of income benefit payable for the same period of disability under the provisions of any State No-Fault Automobile Insurance contract.

Eligible employees shall receive \$480 per week.

The cost is borne entirely by the Company. Upon termination of active employment or retirement the insurance plan shall terminate except with respect to a disability which occurred prior to termination of active employment or retirement.

LONG-TERM DISABILITY INSURANCE

An elective Long-Term Disability Insurance plan will be made available to each regular, full-time hourly employee. Eligibility is stated in Article Seven, Section A, Paragraph 1, Page 7.

Long-Term Disability benefits will not be payable for any disability beginning within the first twelve (12) months of employment if the disability is due to a sickness, disease, or injury for which the employee was under a physician's care or receiving treatment within three (3) months prior to the date of employment. After twelve (12) months of employment, if the employee is at work thereafter, benefits may be payable for conditions in existence on the date of employment.

What is Long Term Disability Insurance?

Your benefits are determined from your average weekly earnings from the Company. Average Weekly Earnings will be computed as of March 1 each year to determine the amount of your coverage. The coverage will be based upon your Average Weekly Earnings annualized for the previous calendar year. Your Average Weekly Earnings will be projected to average monthly earnings. The maximum considered is \$4,000.

What are my benefits?

The Long-Term Disability benefits shall be equal to 50% of an eligible employee's average monthly earnings (Average Weekly Earnings projected to a monthly basis). The maximum benefit is \$2,000 per month which would be *reduced by the amount of payments received from sources (a) to (e) below:

- A. Company pension (if he/she elects to begin his pension before age 65),
- B. **Primary Social Security (individual benefit only, excluding dependent benefits),
- C. Temporary weekly Workers' Compensation benefits,

- D. Weekly disability benefits provided under any state plan or company-sponsored private plan,
- E. Dependent Social Security benefits would also be used as an offset to the extent that one-half of his/her average weekly earnings plus dependent Social Security benefits exceed 75% of his/her average weekly earnings. Any general increases in Federal Social Security benefits after the employee becomes entitled to benefits under this plan will have no effect on the employee's basic Long-Term Disability amount.

If an employee continues in employment beyond age 65, his/her coverage will remain in force, but will be administered as follows:

If a covered disability occurs prior to age 60, benefits will be payable until he/she recovers or attains age 65. If a covered disability occurs on or after age 60, benefits will be payable until he/she recovers, or for a maximum of five (5) years, but in no event will benefits be payable after attainment of age 70.

Insurance protection does not continue for employees on personal leave, ***or layoff with seniority unless the employee pays the full cost of the Long-Term Disability Insurance. However, their coverage will immediately be reinstated upon return to active, full-time employment.

In the event of a dispute between a private physician and a physician retained by the insurance carrier, a selection of an impartial physician (examiner) is to be made jointly by the physician retained by the insurance carrier and the private physician. The impartial physician will make a final determination as to the medical facts relating to the employee's mental and/or physical condition for determination by the insurance carrier of liability under the group Long-Term Disability policy.

In the event an employee has been receiving Long-Term Disability benefits when it became necessary to make such a determination, benefit payments will continue until the impartial physician has made his/her determination.

If the impartial physician's examination, as determined by the carrier, establishes the carrier's liability, benefit payments will be retroactive to the date that the employee became eligible for Long-Term Disability benefits.

- * Average weekly earnings will be computed as of March 1 each year to determine the amount of the benefit. The benefit will be based upon the average weekly earnings annualized for the previous calendar year.
- ** If his/her disability entitles him/her to Social Security benefits, he/she must apply for such benefits. If Social Security benefits are denied, he/she must apply a

second time. If he/she fails to apply for Social Security his/her Long-Term Disability benefits will nevertheless be reduced as outlined in B and E.

*** An employee on a personal leave of absence continues to be covered through the end of the calendar month in which he/she goes on leave.

RETIREE MEDICAL PROGRAM SUBSIDY

A Retiree Medical Program subsidy will be extended to any employee who at the time of approved retirement from Silgan (age 55 or over has at least ten (10) years of continuous service* and continues in good standing with Silgan) subject to the following conditions. This subsidy is \$13 per month per year of continuous service up to age 65, and \$3 per month per year of continuous service at age 65 and beyond.

Employees age 55 with 10 or more years of service as of January 1, 2002 shall have the choice of the retiree medical subsidy or the current retiree medical plan.

Effective January 1, 1994, employees will begin to accrue service toward eligibility for the Retiree Medical Program after attaining 45 years of age.

If you continue in employment beyond age 65, your regular active plan benefits will continue to apply.

If the retired employee, previously retired from Campbell Soup Company and is eligible to receive Retiree Medical Program coverage from Campbell, on their retirement date from Silgan they are only eligible to receive a Retiree Medical subsidy from Silgan for years of service with Silgan.

* Former Campbell Soup Company employees who transferred to Silgan on July 1, 2000 shall have their Campbell service added to their Silgan service for purposes of meeting the ten (10) years of service requirement.

DENTAL ARRANGEMENT

Employees become eligible for the UFCW NHWF Dental Care upon completion of the probationary period.

VISION CARE PLAN

Employees become eligible for the UFCW NHWF Basic Vision Care upon completion of the probationary period.

COORDINATION OF BENEFITS

The purpose of our Employee Benefit Program, which provides broad extensive coverage for various types of medical care and treatment, is to help employees pay their medical bills.

It is not intended that benefits exceed the medical expenses incurred. For this reason, if an employee is covered under another “plan” and the total benefits would exceed the actual medical expenses incurred, the medical benefits provided under our program will be reduced so that the total benefits received do not exceed the actual medical expenses incurred.

For this purpose, the word “plan” means any plan providing benefits or services for or by reason of medical card or treatment, which benefits or services are provided by (1) group, blanket or franchise insurance coverage, (2) Blue Cross, Blue Shield, group practice or other prepayment coverage, (3) any coverage under labor-management trust plans, Union welfare plans, employer organization plans, or employee benefit organization plans, (4) any coverage under governmental programs, and any coverage required or provided by any statute, and (5) in the case of a child, any coverage sponsored by, or provided through, a school or other educational institution. When the Company is the secondary insurance coverage, any eligible charges not paid at 100% by the primary carrier will be subject to applicable deductibles and co-payments under the Company plan (secondary carrier). Coordination administration is determined by UFCW NHWF Plan Document provisions.

SUBROGATION

It is not intended for our Plan to cover medical expenses for treatment of injuries in an accident that are rightfully the responsibility of a third party. For that reason, our Plan has a subrogation clause. This means our Plan will make prompt payments of its benefits even though a third party may be liable, but the right is reserved to have such payment refunded if the liability is later assumed by the third party. Subrogation administration is determined by UFCW NHWF Plan Document provisions.

CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT OF 1985 (COBRA)

Effective January 1, 1988, as a result of the Consolidated Omnibus Budget Act of 1985 (COBRA), employees who no longer work for the Company (except those discharged for gross misconduct) or employees who lose group health plan benefits due to a reduction in hours, will be able to continue coverage under the group health plan for a period not to exceed 18 months. Dependents who lose coverage as a result of the divorce, legal separation, or death of the employee, or the employee becoming eligible for Medicare, or exceeding the age limit under the health plan, will be able to continue coverage under the group health plan for a period not to exceed 36 months.

The former employee or dependent must pay the total premium plus two percent administrative fee as provided for under the law. Coverage will be terminated when the former employee or dependent fails to pay the required amount due. The Company will cease to provide group health coverage when the former employee or dependent becomes covered under another group plan or becomes eligible for Medicare.

Employees will be notified of the opportunity to continue group health plan coverage upon termination of employment. Dependents will be notified of their rights to continued coverage in the event of death of the employee or the employee becoming eligible for Medicare. Dependents must contact the Human Resources office to continue coverage, in the event of the divorce or legal separation of the employee or the dependent becoming ineligible because of the age limit.

In the event the Consolidated Omnibus Budget Reconciliation Act of 1985 is changed by Federal Law, the Company reserves the right to change or terminate continuation of coverage in accordance with the law. COBRA administration is determined by UFCW NHWF Plan Document provisions.

LABOR RELATIONS MANUAL

Silgan Can Company
Paris, Texas

General Policy

The Company and Union have developed a Labor Relations Manual. The manual is divided into a general section (practices that apply to the entire plant) and specific department practices that the Company feels are proper and fair for the operation and the employees in that area.

The guiding intent of the formulation of the Labor Relations Manual is to develop and record in detail accepted practices for the movement of employees and work assignments. The Labor Relations Manual is to be a tool in dealing with day-to-day situations that arise and is to be added to, changed, and modified as conditions change.

Areas to be dealt with will be agreed to by the Company and the Union.

The Labor Relations Manual will be updated to be in line with the Labor Agreement. **If there is a conflict between the Labor Agreement and the Labor Relations Manual, the Labor Agreement and any Letters or Memorandum of Agreement to the Labor Agreement shall control.**

REPRODUCTION OF THIS MANUAL IS NOT AUTHORIZED

Dewain Burch
Plant Manager

Gary Cunningham
UFCW Local 540

PLANT WIDE

For normal day-to-day handling of employees, the below practices are to be used as guidelines.

1) Seniority

- a. Any moves felt to be preferable will be given to the highest senior qualified employee. Moves not preferable go to the lowest senior employees.

2) Job Openings

- a. Plant seniority within each job classification will be determine which employee works in that particular classification if there is not enough work for all employees (i.e. low senior take available work).

3) **Shift Transfers**

- a. Openings that require the addition or replacements of people within a job classification will be filled by normal postings.
- b. If there are the correct number of employees in a classification but there is an imbalance between shifts, it is handled as follows:

Highest senior qualified employees within the classification are offered the move, if there are no volunteers lowest senior employee within the classification is transferred.

4) **Temporary Shift Exchange**

- a. When two employees agree to exchange shifts, the exchange must be approved in advance by both the affected supervisors and must not exceed 30 days except in unusual circumstances. In determining who will be allowed to exchange shifts, seniority within the classification will prevail. It is preferable that both employees hold the same classification, but if this is not the case, **both** employees must be qualified to perform in the classifications.

5) **Temporary Job Curtailments**

- a. If an operation is reduced, employees in the needed classification stay on the job while employees not in the job classification are removed. If more employees need to be removed, they will go lowest senior first.
- b. In the event of a serious disruption, such as a natural disaster or temporary curtailment of an operation, refer to Article 7, Paragraph E, #2 of the Labor Agreement.

6) **Overtime Scheduling**

- a. In the allocation of overtime, if not enough people in the needed classification volunteer, employees that are qualified and are in the department will be asked to work. If there are still not enough employees working in the needed positions, the lowest employees in the needed classification will be scheduled to work, in rotation by seniority.
- b. In maintaining records of overtime opportunities, August 1, of each year will be used to review records. It is recognized that while it may not be possible to equalize overtime opportunities at any one point in time, the intent is to provide equal overtime opportunities to employees as outlined in the labor agreement.
- c. An employee working in a classification for at least half of the work week will be considered for overtime in that classification that week if overtime is necessary.

7) Transfers Within A Classification

- a. Job preference within a classification will be by seniority.

8) Work Assignment after Tardiness

- a. Employees who are late reporting for work will be given their normal job if their tardiness is 30 minutes or less. If an employee is tardy for a longer period of time and calls in reporting lateness, they will be awarded their normal job when they come to work if at all possible.

9) Training Time

- a. Employees new to a job will have a period of time, the length of which the supervisor will determine as reasonable based on the difficulty of the job and the new individual, to become acquainted with the job.
- b. In the event an employee doesn't become trained in a reasonable amount of time, the Company and/or the Union will discuss the situation with the employee. The employee will be offered the opportunity to disqualify himself/herself from the job or exercise their bidding rights.
- c. In the event the employee does not move to another job, the Company may disqualify the person from the job.

10) Casual Overtime

- a. Employees should make known to their supervisors if they wish to be considered for casual overtime (i.e. coming early, staying late).

11) Supervisor – Steward Meetings

- a. Individual supervisors and department stewards will meet periodically to discuss problems or other subjects.

12) One Day of Vacation

- a. The Labor Relations Manual (LRM) protects the weekend before and the weekend after a "full week" vacation and that remains unchanged. That protection is not afforded, by the agreement or the LRM, to one day vacations.

As in the past, the Company agrees to avoid scheduling employees for weekend work when a one-day vacation is scheduled on an adjacent Friday or Monday, but will when it is necessary to maintain sufficient coverage to ensure a smooth and efficient operation. If it becomes necessary to schedule an employee for the weekend, the employee has the option of rescheduling the vacation or taking the vacation as scheduled and work the weekend.