A G R E E M E N T

BETWEEN

BALL METAL BEVERAGE CONTAINER OPERATIONS

WALLKILL CAN PLANT

WALLKILL, NY

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL NO. 363

FEBRUARY 1, 2010

THROUGH

JANUARY 31, 2015

C O N T E N T S

AGREEMENT

This Agreement entered into the first day of February, **2010**, between Ball Metal Beverage Container Operations for its Wallkill Can Plant (hereinafter referred to as the "Company") and the International Brotherhood of Electrical Workers' Union, AFL-CIO, and its Local 363 (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION

Section 1 The Company recognizes the International Brotherhood of Electrical Workers' Union, AFL-CIO, Local 363, as the exclusive bargaining agency for all production and maintenance employees of its Wallkill Can Plant located in the town of Wallkill, New York, for whom the Union has heretofore been recognized by the Company for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

Section 2 Where used in this Agreement, the word "employee" or "employees" shall mean all those employees covered by Section 1 of this Article but excluding all office, clerical, and professional employees, and all supervisors, guards, and watchmen as defined in the Act.

Section 3 Throughout this Agreement, the use of the word "Union" for notification purposes shall mean: IBEW Local 363, 67 Commerce Drive South, Harriman, NY 10926.

ARTICLE 2

UNION SECURITY AND CHECK-OFF

Section 1 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members and those who are not members on the effective date of this Agreement shall, on the thirtieth day worked following the effective date of this Agreement, become and remain members in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day worked following the beginning of such employment become and remain members in the Union. (In the event the execution date of this Agreement is subsequent to its effective date, the execution date shall be considered substituted for the effective date in the above portion of this Section.)

Section 2 It is agreed that Union initiation fee and monthly dues and assessments, in amounts as authorized, shall be deducted from the pay of the employee upon written authorization to the Company from each individual employee. Such deductions shall be made on a weekly basis. In the event an employee is not entitled to any pay, such deductions shall be made from the wages of such employee on the next succeeding payday upon which the employee shall be entitled to any pay. This authorization shall be upon a form furnished by the Union and approved by the Company and all such monies collected in this manner shall be remitted by the Company to the International Brotherhood of Electrical Workers, Local 363, 67 Commerce Drive South, Harriman, NY 10926, within fifteen (15) days after such deduction.

Section 3 The sole authorized representative of the Union, for the purpose of certifying any change in monthly dues, or initiation fees, or any assessments which may be levied and which are to be deducted by the Company, shall be the Business Manager of Local #363.

Section 4 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Article.

ARTICLE 3

MANAGEMENT CLAUSE

Section 1 Except as specifically set forth in this Agreement, the management of the business and direction of the working force is the responsibility of the Company, including the right to hire, transfer, promote, retain, discipline, demote, or discharge for proper cause; maintain quality and efficient operation; to relieve employees from duties because of lack of work; to determine the methods of production processes and means of manufacture, schedules of production, introduce new or improved methods or facilities; to extend, limit, or curtail its operations.

Section 2 It shall be recognized that the selection of the individuals to fill supervisory and other positions outside the bargaining unit shall be determined by plant management.

ARTICLE 4

GOVERNMENTAL REGULATIONS

Section 1 It is understood and agreed that any part of this Agreement that may be construed by proper authority, or by mutual agreement to be in conflict with any mandatory state or federal law, or Executive Order, then such part shall be suspended and the appropriate mandatory state or federal laws or Executive Order shall prevail.

Section 2 Nothing in this Agreement shall be construed as waiving any rights or protection granted to either the Company or the Union under any applicable federal or state law.

ARTICLE 5

NONDISCRIMINATION

Section 1 The Company and the Union agree not to discriminate against any employee because of that employee's race, color, creed, religion, national origin, sex, age, Viet Nam era service, Union activity, or against qualified individuals with a disability in any matters relating to hiring, wages, hours, or working conditions. This Article shall be interpreted in accordance with applicable federal and state law. The Company will provide reasonable accommodation to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the Company in accordance with the requirements of the Americans With Disabilities Act (ADA).

Section 2 All provisions of this Agreement shall apply alike to male and female employees (masculine pronouns or references in this Agreement shall be deemed to include female pronouns or references).

ARTICLE 6

ABSENCE FROM WORK

Section 1 Request for leave of absence shall be filed with the Human Resources Department as far in advance of need as possible and in any event, except for emergencies or for compelling personal reasons, not less than three (3) days in advance.

Section 2 Where the requirements of the plant will permit, a leave of absence will be granted for valid and substantial reasons without pay for not over thirty (30) days. Extensions may be granted in emergencies or for compelling personal reasons provided the Company and the Union mutually consent to such extension.

Section 3 In case of an employee absent from work due to inability to work resulting from proven illness or injury, it shall be his responsibility to notify (or have someone else notify) the Company as speedily as possible that he will be unable to work because of such illness or injury. The employee shall report to the plant Human Resources Department every thirty (30) days, and shall furnish such verification of illness or injury as the Company may require.

Section 4 A leave of absence will be granted to an employee selected to work full time for the Union in an official capacity, and the seniority of such employee shall be unbroken by such leave of absence. A leave of absence for this purpose will be for a period not to exceed one (1) year and may be renewed for up to a maximum period of three (3) years upon request of the Union. Any request by the Union for more than one employee to be granted such leave of absence at any one time will be subject to the operating requirements of the plant.

ARTICLE 7

PROBATIONARY PERIOD

There shall be a probationary period of ninety (90) days of actual work for any new employee during which time the Company shall have the sole discretion of discharging or transferring such employee. The parties may, by mutual consent, agree to extend the probationary period.

ARTICLE 8

BULLETIN BOARDS

The company will furnish adequate bulletin boards for the use of the Union. The Union shall have the right to make reasonable use of these boards provided that such materials to be posted be approved by the Human Resource Manger before posting. The Union will furnish the Company with the names of those officers or stewards who are authorized to request permission for posting notices.

ARTICLE 9

VACATIONS

The following regulations shall govern the Vacation Plan for employees covered by this Agreement:

Section 1 – Vacation Service

"Vacation Service" is defined as the period of time from the employee's most recent date of hire by the Company following termination, if any, until the employee's next termination, if any, excluding any period in excess of two (2) consecutive calendar years in either (a) layoff from the plant or (b) absence from the plant because of illness or disability. Vacation Service shall be used and implied only for the purposes specified in this Article.

If an employee is terminated and rehired by the Company within thirty (30) calendar days from such termination, the employee shall not have his Vacation Service broken by such termination. Any such rehiring of an employee after termination shall be at the Company's sole discretion.

As each employee completes one (1) or more full years of Vacation Service, the end of the payroll period in which such completion occurs in each year shall be considered the employee's "anniversary date" for that year.

Section 2 – Eligibility

(A) An employee shall be entitled to a vacation with pay during a calendar year if, at December 31 of the preceding year or at any time while the employee is working between January 1 and November 30, inclusive, of such calendar year, the employee has complete one (1) or more years of accumulated Vacation Service and has either (a) worked 1000 hours or more in the immediately preceding 365 days or (b) worked in at least sixty percent (60%) of the preceding fifty-two (52) weeks, provided during such period the scheduled workweeks have been reduced below five (5) days per week for more than twenty-six (26) weeks.

(B) An employee who in any calendar year obtains a leave of absence for the purpose of entering the Armed Forces, in such year, will be credited with hours worked at the rate of eight (8) hours per day but not more than forty (40) hours per week during such leave up to the date of having entered the Armed Forces for the purpose of determining whether 1000 hours have been worked during the immediately preceding 365 days and will be credited with accumulated Vacation Service for the balance of such year for the purpose of satisfying the Vacation Service requirements for eligibility and length of vacation for that year.

An employee who, after being discharged from the Armed Forces, is reinstated pursuant to the requirements of applicable federal law, shall, in the year of the employee's reinstatement without regard to the hours or weeks worked requirement, be entitled to a vacation.

(C) Any employee otherwise entitled to a vacation pursuant to this Agreement in the calendar year in which the employee retires under the terms of the Pension Plan incorporated in this Agreement which makes the employee eligible for a Special Retirement Payment, but who has not taken such vacation prior to the date of such retirement, shall not be required to take a vacation in that calendar year and shall not be entitled to vacation for that calendar year or in any subsequent year.

Section 3 – Length of Vacation

An eligible employee who has attained the years of completed Vacation Service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation (except as otherwise provided) corresponding to such years of completed Vacation Service as shown in the following table:

Years of Completed Vacation Service	Weeks of Vacation
One (1) year but less than two (2) years	1 week
Two (2) years but less than three (3) years	1 week plus 1 day
Three (3) years but less than ten (10) years	2 weeks
Ten (10) years but less than seventeen (17) years	3 weeks
Seventeen (17) years but less than	

twenty-five (25) years	4 weeks
Twenty-five (25) years or more	5 weeks

The vacation taken shall consist of consecutive days and shall include Sundays and holidays; however, vacations of two (2), three (3), four (4), or five (5) weeks may consist of separate periods of one (1) week each.

Section 4 – Return from Vacation

An employee who overstays the employee's vacation without justifiable reason may be subject to disciplinary action.

Section 5 – Vacation Scheduling

(A) The vacation period shall be from January 1 to December 31, inclusive.

(B) Time lost by an employee for a period of at least an entire payroll week during the vacation period due to the necessity of reducing the working forces or due to bona fide sickness or injury or due to leave of absence may be applied to any vacation time to which such employee is entitled if the employee so requests.

(C) It is the intent and purpose of the Vacation Plan that all eligible employees shall receive benefit of a vacation from work. However, the employee who is required by the operating requirements of the plant to work instead of taking time off for vacation shall be entitled to vacation pay in addition to his regular pay provided the employee has not had time lost as described applied to all vacation time to which the employee is entitled.

(D) The employee shall take his vacation as scheduled by the management provided the employee has not had time lost as described applied to all vacation time to which the employee is then entitled. The employee's wishes as to the time the employee's vacation is to be scheduled will be given consideration according to relative length of Vacation Service, but such schedule will necessarily be governed by the operating requirements of the plant.

(E) An employee will not be required to take vacation time during the employee's period of active military encampment.

Section 6 – Vacation Pay

A. (1) The vacation pay for a vacation of one (1) week shall be forty-six (46) hours multiplied by the employee's straight time hourly rate including one-half (½) of the employee's shift differential but excluding Cost of Living Allowance.

(2) The vacation pay for the day in excess of one (1) week as provided in Section 3 of this Article shall be the same hourly rate in paragraph A(1) above multiplied by eight (8) hours.

(3) For the purpose of this Section only, the definition of straight time rate shall be the highest rate the employee has worked for 500 consecutive hours going back one (1) year from the date of the employee's scheduled vacation.

B. Vacation pay will be paid as follows:

(1) An employee will be paid vacation pay in a lump sum payment on the last regular payday prior to the employee's scheduled vacation. However, an employee may receive

vacation pay on the regular payday(s) for the employee's vacation provided such request is made to the Company in writing.

(2) For the employee who requests that vacation be applied because of time lost or who works instead of taking time off as described under Section 5, paragraphs B and C, vacation pay shall be paid the employee on the first regular payday occurring not less than ten (10) days following the date the employee makes such request.

(3) An employee eligible for vacation must take at least one week vacation away from the plant.

(4) An employee may not accumulate and carry over unused vacation from one calendar year to the next.

(5) An employee will be paid for earned but unused vacation hours at the time of termination of employment.

(6) In the event of death of an employee, any earned but unused vacation shall be paid to the employee's proper legal representative.

Section 7 In the event of a war or other national emergency or federal legislation designed to reduce the normal workweek below forty (40) hours, either party may notify the other of a desire to negotiate with respect to an appropriate modification of this Plan or its termination. In the even of failure to agree within 120 days from such notice, if given as a result of the above-described type of federal legislation, the Plan shall remain in effect subject to the termination provision of the Agreement, but the parties shall be free to strike or lock out in support of their positions with respect to such matters (and no other) notwithstanding the provision of any other agreement between the parties.

ARTICLE 10

WORKWEEK, WORKDAY, AND LUNCH PERIOD

The "workweek" or payroll week shall be the period of time from the beginning of the "first" shift commencing on Monday to the beginning of the "same" shift the following week. The first "workday" in the payroll week shall be the twenty-four (24) hour period from the beginning of the "first" shift commencing on Monday to the beginning of the "first" shift commencing on the following day, Tuesday, and each subsequent "workday" in the payroll week shall be a similar twenty-four (24) hour period.

Employees shall have a thirty (30) minute unpaid lunch and the normal workday shall be twelve (12) hours (11.5 pay hours).

ARTICLE 11

OVERTIME, HOLIDAYS, AND PREMIUM PAY

Section 1 Time and one-half shall be paid for time worked in excess of eight (8) hours in any twenty-four (24) hour period or for time worked in excess of forty (40) hours in any one workweek, whichever is the greater amount of time.

Section 2 Time and one-half shall be paid for work performed outside an employee's work schedule (except swap days) provided he works all of his work schedule that week or his work schedule is fulfilled under the provisions of the swap program in effect at that plant.

In the event the employee does not work all of his regular work schedule that week, time and one-half shall not commence on days worked outside his regular work schedule until he has worked sufficient time to equal the time not worked during his regular work schedule.

Section 3 – Holidays

(A) The following days are specified as holidays for the purpose of this Agreement:

New Year's Day	Labor Day
New Year's Eve	Thanksgiving Day
Easter Sunday	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas

(B) Double time and one-half shall be paid for work performed on the specified holidays.

(C) Eligibility for holiday pay when the employee does not work the holiday is conditioned on the employee actually working during the workweek in which the holiday falls, unless prevented from doing so due to being absent on approved vacation, authorized temporary local Union business, military encampment not exceeding two (2) weeks, bereavement leave or jury duty or witness service as defined in Article 15, or due to the Company shutting the plant down for the holiday week. However, an employee who is scheduled to work on a specified holiday but who does not work for any reason, unless unable to work because of proven illness, shall not receive any pay for that holiday even though the employee fulfilled the eligibility requirements above.

(D) The amount of time to be paid for with respect to holidays not worked shall be eight (8) hours minus any time actually worked on that holiday, except that for any employee whose schedule called for him to work that day and such employee did not work because the Company elected to cease or curtail operations in observance of the holiday, the amount of time paid shall be thirteen and one-quarter (13-1/4) hours minus any time actually worked on that holiday. Such time shall be paid for at the employee's straight-time base hourly rate exclusive of shift differential.

(E) When a holiday occurs during an employee's scheduled vacation, he shall be paid for the unworked holiday in addition to his vacation pay.

(F) On a workday preceding a specified holiday at the request of the Union, the Company may at its discretion schedule short shifts of four (4) to six (6) hours' duration beginning with the first shift on such workday.

Section 4 There shall be no pyramiding of any overtime or premium pay. In the event overtime and/or premium pay is applicable to the same hours worked under any two or more provisions of this Agreement, only the single highest overtime or premium payment required under any one provision of this Agreement shall be paid.

ARTICLE 12

SHIFT DIFFERENTIAL

A shift differential rate of eighty cents ($0.80) per hour shall be paid to all classifications for work performed on the night shift. The shift differential rate will be increased two percent (2%)

on February 4, 2003, and increased two percent (2%) on February 2, 2004. This shift differential shall be included in calculating overtime compensation.

ARTICLE 13

CALL TIME

Any employee called to work before or after, but not continuous with his regular schedule, shall be paid for four (4) hours' straight-time rate or for actual hours worked at the applicable overtime rate, whichever is greater.

ARTICLE 14

REPORTING PAY

Section 1 Any employee who reports for work as scheduled or as notified by the Company without having been advised that there is no work available for him shall be guaranteed eight (8) hours' straight-time pay at his base hourly rate except in cases of emergency breakdown or causes beyond the control of the Company.

Section 2 Any employee who reports for work as scheduled or as notified by the Company and is put to work shall be guaranteed a minimum of eight (8) hours of pay at his base hourly rate, except in cases of emergency breakdowns or causes beyond the control of the Company.

ARTICLE 15

JURY, WITNESS, AND BEREAVEMENT PAY

Section 1 An employee who is called for jury service or as a result of being subpoenaed as a witness in a court of law or subpoenaed as a witness before a governmental agency shall be excused from work for the days on which the employee serves and the employee shall receive, for each such day of jury or witness service on which the employee otherwise would have

worked, thirteen and one-quarter (13¼) times the employee's straight-time hourly rate on the last immediately preceding scheduled day worked, including shift differential but excluding premium and overtime pay. The employee will present proof of such service.

Section 2 When a death occurs in an employee's immediate family (i.e., employee's legal spouse, mother, father, son, daughter, brother, sister), an employee, upon request, will be excused for up to three (3) days (or for such fewer days as the employee may be absent) on which the employee otherwise would have worked and which occur within six (6) days of the death, funeral, or service. The employee shall receive pay for any such excused scheduled shift provided the employee attends the funeral or service. Payment shall be thirteen and one-quarter (13¼) times the employee's straight-time hourly rate on the last immediately preceding scheduled day worked including shift differential but excluding premium and overtime pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability, except as provided in Article 11, Section 2 and Section 3 (C).

When death occurs in an employee's family (i.e. mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, or grandchildren, and including stepfather, stepmother, stepchildren, stepbrother, stepsister, half brother, or half sister when they have lived with the employee in an immediate family relationship), an employee, upon request, will be excused for up to two (2) days (or for such fewer days as the employee may be absent) on which the employee otherwise would have worked and which occur within six (6) days of the death, funeral, or service. The employee shall receive pay for any such excused scheduled shift

provided the employee attends the funeral or service. Payment shall be thirteen and one-quarter (13¼) times the employee's straight-time hourly rate on the last immediately preceding scheduled day worked including shift differential but excluding premium and overtime pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability, except as provided in Article 11, Section 2 and Section 3 (C).

Upon the death of an employee's uncle, aunt, niece, **sister-in-law, brother-in-law,** or nephew, an employee, upon request, will be excused for up to one (1) day on which the employee otherwise would have worked and which occurs within six (6) days of the death, funeral, or service. The employee shall receive pay for any such excused scheduled shift provided the employee attends the funeral or service. Payment shall be thirteen and one-quarter (13¼) times the employee's straight-time hourly rate on the last immediately preceding scheduled day worked including shift differential but excluding premium and overtime pay. An employee will not receive bereavement pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability, except as provided in Article 11, Section 2 and Section 3 (C).

ARTICLE 16

DISTRIBUTION OF OVERTIME

All overtime shall be distributed as equitably as practicable among employees on similar work within each job classification, department, and crew, who are qualified to perform the work.

ARTICLE 17

SENIORITY

Section 1 For the purpose of this Agreement, the "plant service" of an employee at the plant shall be defined as the employee's service from the employee's most recent date of hire into the plant bargaining unit covered by this Agreement until termination.

Section 2 Departmental seniority of an employee shall be the same as such employee's plant seniority.

Section 3 Departmental seniority and plant service shall be used and applied only for the purpose specified in this Agreement.

Section 4 Departmental seniority shall accumulate during absence only under the following conditions:

(a) during layoff from the employee's department;

(b) during approved vacations;

(c) during authorized absence from work granted in accordance with the provisions of Article 6 Absence From Work, and/or as provided by law.

Section 5 Employees promoted from within the bargaining unit to jobs with the Company outside the bargaining unit at the Wallkill Can Plant may, with the consent of the Company and the Union, return to the bargaining unit within a period of ninety (90) calendar days.

Employees returning to the bargaining unit under such conditions shall return with such plant service and departmental seniority as they had prior to their promotion.

Section 6 An employee shall be considered terminated and shall lose his seniority and plant service, together with all rights inherent thereto under this Agreement, if he:

(a) Quits;

(b) Is discharged for cause including being absent for three (3) consecutive working days without notifying the Company;

(c) Is laid off in excess of two (2) years in any one layoff;

(d) Overstays an absence from work;

(e) Fails to comply with the requirements of the recall provisions of Article 21 – Restoration Rights;

(f) Engages in other employment while on absence from work without the mutual consent of the Company and the Union.

Section 7 Departmental seniority rosters of all employees showing names, proper dating, and plant service shall be posted in places accessible to the employees affected and a reasonable number of copies shall be made available to the Union. The rosters shall be revised in April and October of each year.

Section 8 When two or more employees have equal departmental seniority, the question of their relative departmental seniority shall be determined according to their clock number.

ARTICLE 18

DEPARTMENTS, TRAINING PROVISIONS FOR LINE JOURNEYMAN CLASSIFICATION, AND LINES OF PROGRESSION

Section 1 Departments already established for seniority purposes or that may be established in the future under the terms of this Agreement shall be considered a part of this Agreement. When plant or department facilities are created, expanded, merged, moved, or discontinued, or when there is a change in the method of operating, when new jobs are created or existing jobs changed or discontinued, the Company may combine, separate, create, or discontinue departments or portions thereof. The affected departments and/or lines of progression shall be reviewed by the Plant Management and the Local Union in order to agree upon necessary changes in seniority relationships in accordance with the provisions of Article 23. Failing mutual agreement on this question, the Company will proceed with its intended action but the Union retains the right to submit the question of seniority relationships of all employees affected to the grievance procedure.

Section 2 There is attached hereto and made a part of this Agreement, Rules and Procedures Governing Training Provisions for the Line Journeyman classification.

Section 3 The lines of progression already established or which may later become necessary to establish shall be considered a part of this Agreement. The lines of progression shall be subject to mutual review and necessary changes at any time during the life of this Agreement by Plant Management and the local Union.

ARTICLE 19

PROMOTIONS – FILLING OF PERMANENT VACANCIES

Section 1 Promotions and filling of permanent vacancies shall be made on the basis of departmental seniority provided the employee has the ability and physical fitness to perform the required work.

Section 2 When filling a new job classification or a permanent vacancy in any line of progression, consideration shall first be given to the employees within the job classification below the existing vacancy or new job classification, provided that the vacancy will not be offered to any such employees unless they have filed in advance, written application for consideration for movement to such vacancy, and successfully thereafter in each descending step in that line of progression. Such consideration in each step below the permanent vacancy or new job classification shall be given in the order of greatest departmental seniority within each respective job classification, provided the employee has the ability and physical fitness to perform the required work.

If such a vacancy or new job classification cannot be filled from employees within the same line of progression, consideration shall next be given to those employees who are in other departments and who are in classifications below that in which the vacancy exists provided the employee has the ability and physical fitness to perform the required work and who have the greatest plant service, provided they have filed in advance written application for consideration for movement to such vacancy. In filling vacancies in entry level classifications, consideration shall also be given to those employees who are in other departments and who are in

classifications equal to that in which the vacancy exists provided the employee has the ability and physical fitness to perform the required work and who have the greatest plant service, provided they have filed in advance written application for consideration for movement to such vacancy.

Section 3 Any employee selected to fill a permanent vacancy or new job classification shall be given a trial on the job not to exceed thirty (30) working days. The employee's failure to fill the new job or vacancy satisfactorily shall not penalize the employee with any loss of seniority in the job classification from which the employee came and the employee shall be restored to it.

ARTICLE 20

CUTBACKS AND DISPLACEMENTS

Section 1 When a cutback of forces is necessary, the Company will post the names of employees to be laid off two (2) days, excluding Saturdays, Sundays, and holidays, prior to such cutbacks unless cancellations of orders, changes in customers' requirements, breakdowns, accidents, or other emergency makes such notice impossible. A copy of the posted list of employees to be laid off will be given to the Local Union at the time of posting. Any question or grievance arising from such cutback shall be presented within the two (2) day period of any such notice, if possible.

Section 2 (A) When a cutback occurs in any job classification in a line of progression, the employees affected will be demoted from each job classification in the line of progression in the reverse order of their departmental seniority. A Plant Service Pool has been established and will be comprised of the Can Equipment Tender job classification.

Any employee reduced from the Can Equipment Tender Plant Service Pool may use his plant service to displace the junior plant service employee in such Pool, provided the employee has demonstrated qualifications to perform the available work.

(B) When a cutback occurs in the Laborer classification, the employees shall be laid off in reverse order of their plant service.

(C) Shop Journeymen (Electrical or Mechanical) and Tool Journeymen that possess the necessary qualifications to perform Line Journeymen duties, may displace a Line Journeyman with less seniority.

Section 3 An employee may elect to be laid off from the plant in lieu of being demoted in a cutback. In such a case, the Company shall notify the employee to return to work only if work is available on the job from which the employee was laid off. If the employee should desire to return to work at any lower-rated jobs to which the employee may be entitled, the employee shall be required to notify the Company in writing of the employee's intention and the employee shall be recalled at the first opportunity to which the employee's seniority shall entitle the employee.

ARTICLE 21
RESTORATION RIGHTS

Section 1 Employees recalled for work in the Laborer classification shall be recalled from layoff in the order of their plant service.

Section 2 When a restoration of forces occurs in any job classification other than the Laborer, the employees previously removed from that job classification in a cutback shall be returned to that

job classification in order of their plant service by classification, provided the employee(s) has demonstrated qualifications to perform the available work. Shop Journeymen (Electrical or Mechanical) and Tool Journeymen who possess the necessary qualifications to perform Line Journeyman duties, will be placed in the Line Journeyman classification when an opening occurs, provided any such employee has more plant service than the Line Journeymen on layoff at that time.

Section 3 The following procedure shall be used in recalling an employee to work:

(a) by telephone, if such telephone is listed with the Company;

(b) by telegram or certified letter.

The Company on request will furnish the Union with a list of employees and the method by which they have been recalled.

Section 4 It shall be the responsibility of all employees to furnish the Human Resources Department, in writing on a Company form, their proper mailing address and telephone number, if any, and to keep such address current at all times.

Section 5 An employee receiving notification of a recall to employment must within three (3) days after the receipt of such notification by the employee, advise the Company whether the employee intends to return to work and must report for work within seven (7) days additional, or a total of ten (10) days from the date of receipt of notification, except that for reasonable cause an employee shall have a right to waive one recall to work.

ARTICLE 22

TEMPORARY VACANCIES AND ASSIGNMENT

Section 1 Employees regularly assigned in one department may be assigned on a temporary basis to any other department in cases of emergency or where other qualified employees are not present and available in the department in which the work is to be performed to fill the temporary vacancy or when there is a lack of work in the department in which the transferred employee is regularly assigned.

Section 2 If an employee is temporarily assigned to a job other than his own **for less than four (4) hours, he shall be paid at the rate of the job to which assigned or at the rate of his regular job, whichever is higher, for four (4) hours. If an employee is temporarily assigned to a job other than his own for more than four (4) hours, he shall be paid at the rate of the job to which assigned or at the rate of his regular job, whichever is higher, for his full shift.**

Section 3 In all cases of filling of temporary vacancies, the Company shall, to the greatest degree consistent with efficiency of the operation and the safety of the employees, recognize the preferences of the employees within the department, in order of their seniority before any transfers are made from other departments.

ARTICLE 23

PERMANENT TRANSFERS

Section 1 When, under the terms of this Agreement, departments or any portions thereof are combined causing employees to be permanently transferred to the combined department, departmental seniority of the employees transferred to the combined departments shall be the

same as their plant seniority. In such cases, if only a portion of a department is involved, the employees affected may elect to remain in their old department or permanently transfer to the combined department.

Section 2 When, under the provision of this Agreement, an existing department is separated into two or more departments, causing employees to be permanently transferred to the departments thus created, departmental seniority will be the same as plant seniority.

ARTICLE 24

RIGHT OF DISCIPLINE, DISCHARGE

The Company has the right to discharge or lay off any employee for sufficient and reasonable cause including failure to comply with reasonable general posted work rules. Such employee and the representative of the Union shall be advised as promptly as possible of the reason or reasons for such action.

ARTICLE 25

GRIEVANCE PROCEDURE

Section 1 All grievances or complaints claiming violation of, or noncompliance with this Agreement, shall be adjusted by the grievance procedure set up hereinafter in this Agreement.

Section 2 Unless otherwise specified in this Agreement, should any employee claim a grievance under the Articles of this Agreement, the Union must file such claim in the Human Resources Office on the proper form within seven (7) days of the origin of the complaint, or such alleged grievance shall be considered to have gone by default. Any grievance presented which is not carried forward by the Union from one step of the grievance procedure to the next step within the

specified time limits, shall be considered disposed of according to the last Company answer to the grievance.

Any grievances concerning discharge, suspension, or disciplinary layoff shall be presented initially at Step 3 of the grievance procedure.

Section 3 In the settlement of a grievance the following procedure shall be followed:

Step 1 Any employee claiming a grievance shall first discuss the grievance with the employee's immediate supervisor. The employee may be accompanied by the employee's Steward. If by this procedure the grievance is not adjusted satisfactorily, it shall then be reduced to writing over the signature of the employee and the employee's Steward and presented within five (5) days in Step 2.

Step 2 A designated representative of the Local Union shall attempt to resolve the grievance with a representative designated by management. If the Company's 2nd Step answer is unacceptable to the Union, the Union may within five (5) days after such answer is given present the grievance at Step 3. Or, if the Company fails to give a 2nd Step answer to the grievance within five (5) days after it is presented at Step 2, the Union may present it within an additional five (5) days at Step 3.

Step 3 The responsible Union officer and the Grievance Committee shall endeavor to adjust the grievance with the Plant Manager or the Plant Manager's representative. If the Company's 3rd Step answer is unacceptable to the Union, the Union may within five (5) days after such answer is given present the grievance at Step 4 by giving written notice to

the Company's Manager Labor Relations. Or, if the Company fails to give a 3rd Step answer to the grievance within ten (10) days after it is presented at Step 3, the Union may present it within an additional five (5) days at Step 4.

Step 4 The designated representative of the Union and the Company's Manager Labor Relations shall endeavor to settle the grievance. If the Company's 4th Step answer is unacceptable to the Union, the Union may within thirty (30) days after such answer is given refer the grievance to Step 5. Or, if the Company fails to give a 4th Step answer to the grievance within thirty (30) days after it was presented at Step 4, the Union may refer it within an additional five (5) days to Step 5.

Step 5 If the Union refers the grievance to Step 5 by giving written notice within the above-specified time, the grievance shall be submitted to arbitration. A single arbitrator shall be selected by mutual agreement, if possible. Failing mutual agreement in the selection of the arbitrator, both parties shall join in a request to the Director of Federal Mediation and Conciliation Service to provide a list of arbitrators from which an arbitrator shall be chosen by the parties pursuant to the current procedures of that organization. The decision of the arbitrator shall be final and binding upon all parties concerned. Each party shall bear his own expense and the expense of the arbitrator shall be borne equally.

The time limits in each of the above steps may be extended by mutual consent.

All days referred to in this Article will be calendar days, exclusive of holidays.

ARTICLE 26

NO STRIKE – NO LOCKOUT

Section 1 In consideration of and during the life of this Agreement it is agreed that there shall be no lockout and the Union will not intentionally cause or encourage a strike nor will any employee or employees take part in a strike, slowdown, stoppage of work, or interference with work or production at the plant. In the event of violation of this provision, the Company shall have the right to discipline any employee who violates this provision or participates in its violation.

Section 2 Any complaints concerning matters which are not covered by Section 1 of Article 25 shall be taken up and discussed with the designated Company representatives referred to in the grievance procedure and if such complaints have not been settled in that manner, they shall be referred to the Business Manager of the Local Union and to the Company's Manager Labor Relations or his representative, who will attempt to settle such complaints between them. If such complaints cannot be settled between the Business Manager of the Local Union and the Company's Manager Labor Relations or his representative, there shall be absolutely no strikes, slowdown, or stoppages of work concerning such matters unless and until the foregoing process has been first complied with and the President of the International Union has granted his express written permission for a strike to occur. There shall be no strikes authorized or permitted with respect to any matter covered by this Section 2, which the Manager Labor Relations agrees to submit to arbitration. Any employee who violates this Section shall be subject to discharge or other disciplinary action by the Company.

ARTICLE 27

INJURED EMPLOYEES

Section 1 An employee who is injured during the employee's regular shift and is unable to return to work that day shall be paid at the employee's regular hourly rate for the balance of that shift.

Section 2 An employee who, while at work, has an industrial condition necessitating treatment at a duly authorized physician's office, clinic, or hospital, will be furnished transportation from the plant to and from such locations provided the employee has no personal transportation available. Transportation to and from such appointments will be limited to only those prearranged by the Company.

Section 3 Any employee who heretofore has become, or hereafter becomes, unable to perform the employee's regular duties because of a compensable injury or disability incurred in the employ of the Company may be assigned to any new job or permanent vacancy which the employee is capable of performing in the Plant without regard to seniority.

Section 4 The Company and the Union may establish procedures whereby otherwise injured or disabled employees who are unable to perform their regular duties may be assigned to new jobs or permanent vacancies which they are able to perform without regard to seniority. The Company and the Union may by mutual agreement, where appropriate, agree to any change in the seniority for any employee so affected.

ARTICLE 28

SAFETY AND HEALTH

Section 1 The Company will make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, and other equipment necessary to protect employees from injury, shall be provided by the Company in accordance with practices now prevailing in the plant or as such practices may be improved from time to time by the Company. The Union will cooperate with the Company in encouraging employees to observe reasonable safety regulations and to work in a safe manner.

Section 2 – Safety Shoes

On February 1, **2010**, each employee, other than a probationary employee, shall be reimbursed up to **one hundred** dollars (**$100**) for the purchase of safety shoes for wear at the Plant. **On** February 1**, 2011,** February 1**, 2012,** February 1**, 2013,** and February 1**, 2014,** each employee who on these dates has one (1) year of continuous service shall be reimbursed up to **one hundred** dollars **($100)** for the purchase of safety shoes for wear at the Plant. The Company will determine the type of safety shoes to which this reimbursement applies. In order to receive this reimbursement of up to **one hundred** dollars (**$100**), the employee will be required to wear these safety shoes while working in the Plant, and must submit a receipt for these safety shoes to the Human Resources Department within thirty (30) days of the purchase date.

Section 3 – Prescription Safety Glasses

For employees who require prescription safety glasses, the Company will provide one pair of safety prescription glasses once per calendar year.

ARTICLE 29

JOB CLASSIFICATIONS AND WAGE RATES

(A) There is attached hereto as an exhibit, an Appendix covering Wage Rates which shall be made a part of this Agreement effective as provided in said exhibit.

(B) Whenever in the future the Company establishes a new job classification or makes a major change in an existing job classification, such as results from placing into effect materially different types of machinery, apparatus, equipment, or new processes, the Company will establish a wage rate for such new or changed job classification which will be in proper relationship with the other job classifications in the plant, within thirty (30) days of operation after such new or changed types of machinery, apparatus, equipment, or new processes are placed in production. In the event the Union considers the new wage rate improper, it shall within thirty (30) days thereafter file a complaint in the Human Resources Office, and such complaint shall be processed starting at the 2nd Step of the regular grievance procedure.

(C) The permanent wage rate for such new or changed job classification shall be made effective as of the date the new or changed job was placed in operation, but in no case earlier than ninety (90) days prior to the date on which the Union presented a written claim that such change had occurred.

(D) Nothing in this Article shall apply to any experimental work.

(E) Cost-of-Living Provision

Attached hereto as an Appendix and made a part of this Agreement is a Cost-of-Living Provision which shall be applicable in accordance with its terms.

(F) Ball Employee Stock Purchase Plan

Employees covered by this Agreement are eligible to participate in the Ball Employee Stock Purchase Plan (ESPP) as governed by the Plan Document. Participation in the Plan is entirely voluntary. Employees are eligible to participate in the Plan upon the first day of employment. There is no guarantee under the Plan against losses due to fluctuations in the market price of common stock. In seeking the benefits of share ownership, each employee understands and accepts the risk of share ownership. Employees who elect to participate should examine all Plan information carefully before investing. Employees may contribute an amount weekly up to a certain limit per calendar year. The Company adds a matching amount to the employee's contributions as determined by the Plan. Employees are immediately vested in the Company contribution.

(G) Plant Gainsharing Plan

Attached hereto as an Appendix and made a part of this Agreement is a Plant Gainsharing Plan which shall be applicable in accordance with its terms.

(H) Cooperative Partnership Agreement

Attached hereto as an Appendix and made a part of this Agreement is a Cooperative Partnership Agreement which shall be applicable in accordance with its terms.

(I) 401(k) Savings Plan

Employees are eligible to participate in the Company's 401(k) Savings plan according to the provisions of the plan. Employees may contribute up to fifty-five percent (55%) of their pretax compensation into their accounts. Employees may contribute up to eighteen percent (18%) of their after-tax compensation into their accounts. An employee may designate contributions as pre-tax or after-tax, but in any case the total of pre-tax and after-tax contributions cannot exceed fifty-five percent (55%). Contributions are limited to restrictions provided for in the Internal Revenue Code. The Company will match fifty percent (50%) of the first six percent (6%) of eligible compensation an employee elects to defer into the 401(k) plan. Employees who turn age 50 (or older) during the Plan Year may contribute up to fifty-five percent (55%) of their pretax compensation into their accounts up to the annual statutory limit for catch-up contributions.

ARTICLE 30

INSURANCE, PENSIONS, AND

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLANS

(A) The parties have agreed to an Insurance Plan**,** contained in a Benefits Handbook, which shall become effective as provided therein and continue in effect for the life of this Agreement. The parties agree that this Insurance Plan is hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

(B) The parties have agreed to a Pension Plan**,** contained in a Benefits Handbook, which shall become effective as provided therein. The parties agree that this Pension Plan is hereby

incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

(C) The parties have agreed to a Supplemental Unemployment Benefit Plan**,** contained in a Benefits Handbook, which shall become effective as provided therein and continue in effect for the life of this Agreement. The parties agree that the Supplemental Unemployment Benefit Plan is hereby incorporated into this Agreement by reference and the parties agree to comply with and be bound by all of its terms and provisions.

ARTICLE 31
ENTIRE AGREEMENT

Neither the Company nor the Union shall be bound by any agreement which is not specifically stated in this Agreement. Neither the Company nor the Union is bound by any past practices of the Company or Union, unless such past practices or understandings are specifically stated in this Agreement. This does not apply to written policies the Company has presently in effect which are not in conflict with this Agreement.

ARTICLE 32
TERM OF AGREEMENT

Section 1 This Agreement shall remain in effect through and including January 31, **2015**, and thereafter until terminated as set forth in this Section. Should either party desire to modify this Agreement at the scheduled expiration date, that party shall provide the other with written notice no less than sixty (60) days before January 31, **2015**. If neither party serves proper notice on the other at least sixty (60) days before January 31, **2015**, this Agreement shall continue in full force and effect until at least sixty (60) days after either party serves the other with written notice of its desire to modify the Agreement.

Section 2 Notice by the Union shall be sent, certified mail, to Ball Metal Beverage Container Operations, Manager Labor Relations, 10 Longs Peak Drive, Broomfield, CO 80021-2510

Section 3 Notice by the Company shall be sent, certified mail, to the Union at 67 Commerce Drive South, Harriman, NY 10926.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the date first above written.

FOR THE COMPANY:

Kevin Kohinke

Noreen Dellay

Tom Bott

Arnie Dickinson

FOR THE UNION:

John Maria

Thomas J. Schaaff

Gilbert J. Heim

Anthony Roussos

Anthony Augustyn

Charles Schaumburg

Christopher Stack

APPENDIX A
WAGE GRADES AND RATES
WALLKILL CAN PLANT

Wage Grade	Wage Rate Effective 2/1/2010	Wage Rate Effective 2/7/2011	Wage Rate Effective 2/6/2012	Wage Rate Effective 2/4/2013	Wage Rate Effective 2/3/2014
1 & 2	18.382	18.796	19.486	20.022	20.622
3	18.572	18.990	19.685	20.226	20.833
4	18.762	19.184	19.884	20.430	21.043
5	18.953	19.379	20.084	20.636	21.255
6	19.145	19.576	20.286	20.843	21.469
7	19.336	19.771	20.485	21.049	21.680
8	19.528	19.967	20.686	21.255	21.893
9	19.720	20.163	20.887	21.462	22.106
10	19.911	20.359	21.088	21.668	22.318
11	20.100	20.552	21.286	21.872	22.528
12	20.292	20.748	21.487	22.078	22.740
13	20.484	20.945	21.688	22.285	22.953
14	20.673	21.139	21.887	22.489	23.164
15	20.864	21.334	22.087	22.694	23.375
16	21.056	21.530	22.288	22.901	23.588
17	21.248	21.726	22.489	23.107	23.800
18	21.437	21.920	22.688	23.312	24.011
19	21.630	22.117	22.890	23.519	24.225
20	21.820	22.311	23.089	23.723	24.435
21	22.012	22.507	23.290	23.930	24.648
22	22.203	22.703	23.491	24.136	24.861
23	22.393	22.897	23.689	24.341	25.071
24	22.584	23.092	23.889	24.546	25.283
25	22.775	23.287	24.089	24.752	25.494
26	22.966	23.483	24.290	24.958	25.707
27	23.157	23.678	24.490	25.164	25.918
28	23.348	23.873	24.690	25.369	26.130
29	25.115	25.681	26.543	27.272	28.091

Note: 2010 and 2011 wage rates do not include the $0.22 per hour convention additive. After the 2012 GWI is applied, the $0.22 per hour convention additive has been added to the base rate. As a result of adding the $0.22 per hour convention additive to the base rate, Appendix C will be null and void beginning 2/6/2012.

APPENDIX B
JOB CLASSIFICATIONS AND HOURLY WAGE RATES
WALLKILL CAN PLANT

Job Classifications	Wage Grade	Effective 2/1/2010	Effective 2/7/2011	Effective 2/6/2012	Effective 2/4/2013	Effective 2/3/2014
Shop Journeyman – Electronics	29	25.115	25.681	26.543	27.272	28.091
2nd Qualifying Period	27	23.157	23.678	24.490	25.164	25.918
1st Qualifying Period	26	22.966	23.483	24.290	24.958	25.707
Tool Journeyman	28	23.348	23.873	24.690	25.369	26.130
Millwright	28	23.348	23.873	24.690	25.369	26.130
Journeyman	25	22.775	23.287	24.089	24.752	25.494
4th Qualifying Period	22	22.203	22.703	23.491	24.136	24.861
3rd Qualifying Period	20	21.820	22.311	23.089	23.723	24.435
2nd Qualifying Period	18	21.437	21.920	22.688	23.312	24.011
1st Qualifying Period	16	21.056	21.530	22.288	22.901	23.588
D & I Operator	15	20.864	21.334	22.087	22.694	23.375
2nd 520 Hours	13	20.484	20.945	21.688	22.285	22.953
1st 520 Hours	11	20.100	20.552	21.286	21.872	22.528
Coater-Decorator Operator	15	20.864	21.334	22.087	22.694	23.375
2nd 520 Hours	13	20.429	20.888	21.630	22.225	22.892
1st 520 Hours	11	20.100	20.552	21.286	21.872	22.528
Chemical Process Operator	15	20.864	21.334	22.087	22.694	23.375
2nd 520 Hours	13	20.484	20.945	21.688	22.285	22.953
1st 520 Hours	11	20.100	20.552	21.286	21.872	22.528
Quality Control Analyst	13	20.484	20.945	21.688	22.285	22.953
2nd 520 Hours	12	20.292	20.748	21.487	22.078	22.740
1st 520 Hours	12	20.292	20.748	21.487	22.078	22.740
Material Handler	12	20.292	20.748	21.487	22.078	22.740
1st 520 Hours	11	20.100	20.552	21.286	21.872	22.528
Can Equipment Tender	10	19.911	20.359	21.088	21.668	22.318
1st 520 Hours	08	19.528	19.967	20.686	21.255	21.893
Laborer	01	18.382	18.796	19.486	20.022	20.622

Note: 2010 and 2011 wage rates do not include the $0.22 per hour convention additive. After the 2012 GWI is applied, the $0.22 per hour convention additive has been added to the base rate. As a result of adding the $0.22 per hour convention additive to the base rate, Appendix C will be null and void beginning 2/6/2012.

Note: Employees bidding into a higher wage grade classification will suffer no reduction in hourly wage rate.

APPENDIX C

CONVENTION ADDITIVE

For the reasons and under the conditions set forth herein the Company has established an additive (commonly referred to in the Aluminum Industry as a "convention") to be applied to the hourly wage rates for the job classifications currently in effect at its Wallkill Can Plant in the town of Wallkill, New York. The additive shall be twenty-two cents (22¢) per hour to be added to the hourly wage rates shown in the Labor Agreement for the classifications involved.

This additive is established by the Company primarily in recognition of the need for efficient and continuous operation and utilization of aluminum can production line equipment in such a manner as to fulfill designed quantity and quality production potential.

It is understood and agreed that in the event of a substantial change in the conditions upon which these additives are established in the Wallkill can manufacturing operation, such as would occur if the Company discontinued the present continuous schedule of operations, the Company may withdraw the application of the additives in whole or in part. In the event the Union disputes the Company's action it may refer the dispute to the Company's Manager Labor Relations and a designated representative of the Union who will attempt to resolve the dispute.

APPENDIX D

COST-OF-LIVING

1. For purpose of this Agreement:

"Consumer Price Index" refers to the "Consumer Price Index" for Urban Wage Earners and Clerical Workers (CPI-W) – United States – All Items (1967 = 100) published by the Bureau of Labor Statistics U.S. Department of Labor.

"Consumer Price Index Base" shall be determined as follows:

(i) For the February **1, 2010**; and **May 2, 2010**, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2009** (published by the Bureau of Labor Statistics in February, **2009**, as **612.719**), multiplied by 103.0%.

(ii) For the August **2, 2010**; November **1, 2010**; February **7, 2011**; and May **2, 2011**; Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2010**, multiplied by 103.0%.

(iii) For the August **1, 2011**; November **7, 2011**; February **6, 2012**; and May **7, 2012**; Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2011**, multiplied by 103.0%.

(iv) For the August **6, 2012**; November **5, 2012**; February **4, 2013**; and May **6, 2013**; Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2012**, multiplied by 103.0%.

(v) For the August **5, 2013**; November **4, 2013**; February **3, 2014**; and May **5, 2014**; Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2013**, multiplied by 103.0%.

(vi) For the August **4, 2014**, and November **3, 2014**, Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of January, **2014**, multiplied by 103.0%.

"Adjustment Dates" are **February 1, May 2, August 2, and November 1, 2010; February 7, May 2, August 1, and November 7, 2011; February 6, May 7, August 6, and November 5, 2012; February 4, May 6, August 5, and November 4, 2013; February 3, May 5, August 4, and November 3, 2014.**

Change in the "Consumer Price Index" is defined as the difference between (1) the Consumer Price Index Base and (2) the Consumer Price Index for the fourth calendar month next preceding the month in which the applicable Adjustment Date falls.

2. Cost-of-Living Adjustment: Effective on each Adjustment Date, a cost-of-living adjustment equal to 1¢ per hour for each full 0.3 of a point change in the Consumer Price Index shall be calculated. In calculating the adjustments, if any, for August and November, **2010**, and February and May, **2011**, there shall be added to the calculated amount an amount equal to the cost-of-living adjustment, if any, which was payable on May **2, 2010**. In calculating the adjustments, if any, for August and November, **2011**, and February and May, **2012**, there shall be added to the calculated amount an amount equal to the cost-of-living adjustment, if any, which was payable on May **2, 2011**. In calculating the adjustments, if any, for August and November,

2012, and February and May, **2013**, there shall be added to the calculated amount an amount equal to the cost-of-living adjustment, if any, which was payable on May **7, 2012**. In calculating the adjustments, if any, for August and November, **2013**, and February and May, **2014**, there shall be added to the calculated amount an amount equal to the cost-of-living adjustment, if any, which was payable on May **6, 2013**. In calculating the adjustments, if any, for August and November, **2014**, there shall be added to the calculated amount an amount equal to the cost-of-living adjustment, if any, which was payable on May **5, 2014**.

Effective on each Adjustment Date, the cost-of-living adjustment as determined above shall become payable for all hours worked by an hourly-rated employee until the next Adjustment Date. The cost-of-living adjustments under this paragraph shall be considered an "add-on" and shall not be deemed part of the employee's base hourly wage rate.

Such adjustment shall be included with the hourly rate only in the calculation of pay for hours worked (including overtime hours) and reporting pay and call-out pay in accordance with the applicable articles of the Collective Bargaining Agreement.

3. Should the monthly Consumer Price Index in its present form and on the same basis as the Index published for January, **2009**, become unavailable, the parties shall attempt to adjust this Section or, if agreement is not reached, request the Bureau of Labor Statistics to provide an appropriate conversion of adjustment, which shall be applicable as the appropriate Adjustment Date and thereafter.

APPENDIX E

PLANT GAINSHARING

BALL METAL BEVERAGE CONTAINER OPERATIONS
WALLKILL CAN PLANT
and
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL NO. 363

To further enhance and expand the Cooperative Partnership Agreement, the parties will implement plant gainsharing plans.

Plant Gainsharing Plans

The Plant Gainsharing Plan will be based upon the sharing of gains from process improvements, increased productivity and customer satisfaction, improved quality and safety, and lower operating costs. The plan will include all participating plant hourly and salaried employees. Plant gainsharing payments may be awarded no less than annually and not more than quarterly. Joint labor-management partnership, employee involvement and the Total Quality Mission are critical to the success of plant gainsharing plans.

Term

The Gainsharing Plan created pursuant to this Labor Agreement may be implemented any time on or after July 1, 1994. If implemented between July 1, 1994 and December 31, 1994, it will become effective retroactively on July 1, 1994. If implemented subsequent to January 1, 1995, the plan will become effective prospectively at the beginning of any subsequent month designated by the parties.

Plan Provisions

A Plant Gainsharing Plan will be designed to provide gainsharing payments of up to 5% of qualified earnings. The plans will be consistent with the provisions of this Memorandum of Understanding. The gainsharing plan will:

(1) Be self-funded, that is, it will fund a gainsharing pool with up to one dollar for every two dollars of gain. Items at the plant level that are important to the plant's operation but are not easily measurable in monetary terms may be added to the plan at appropriate level.

(2) Contain provisions to continuously improve upon the targets established from the prior year. Each year, new targets will be established by the plant gainsharing team which will be fair to both employees and the Company.

(3) Have at least one measure of quality.

(4) Be reviewed annually by the plant gainsharing team for necessary changes, and approved by the Company to ensure consistency. Annual changes will be made to reflect capital improvements, new or discontinued products and other fundamental changes to the character of the plant.

(5) Comply with the overtime provisions of the Fair Labor Standards Act.

(6) Be required to set aside a reserve of 25% of gains, which will be paid at the end of the year after accounting for any quarterly deficits.

Disputes Over Gainsharing

Any disputes will first be reviewed by the affected plant's gainsharing team. The final resolution of disputes will be by financial auditors. The cost of an audit will be paid by the Company if the Company is found to have been incorrect or at fault. The cost of an audit will be paid from the plant gainsharing pool, the reserve, or monies subsequently accrued for gainsharing, if the Company is found to have been correct or not at fault. Disputes concerning the interpretation or application of any element of this Memorandum of Understanding or the plant gainsharing plans will not be subject to arbitration.

Union and Company Commitment

The parties agree that it is to their mutual advantage to work together to improve the financial condition of the business, to enhance employment security, and to share gains with employees. A successful gainsharing plan increases productivity, improves the quality of worklife and overall labor-management relations, and enhances the Company's Total Quality Mission. The Company will commit appropriate resources for training and communications to support gainsharing. The Union will commit personnel and its best efforts to support gainsharing.

Plant Gainsharing Team

A plant gainsharing team will be established which will be comprised of an equal number of representatives from the Company and the Union(s). Each party will appoint its own representatives on this team.

The plant gainsharing team will develop a gainsharing plan consistent with the provisions of this Memorandum of Understanding. The plant gainsharing team will develop measures of improvement and will oversee the implementation of the plant gainsharing plan. They will also develop an implementation plan, which will include training and communications.

The plant gainsharing team will calculate the plant's results on a monthly basis and will communicate relevant information to all plant employees. At the end of each year, the plant gainsharing team will review the plan for adjustment in a manner consistent with this Memorandum of Understanding.

Gainsharing Readiness Assessment

Studies have shown that certain factors are more likely to produce successful gainsharing results. These factors include such things as a climate of trust, the quality of the union-management relationship, etc. The plant steering committee will be provided gainsharing readiness assessment guidelines to help determine readiness for developing the plant gainsharing plan. Should deficiencies be found, the plant steering committee will take corrective action.

APPENDIX F

COOPERATIVE PARTNERSHIP AGREEMENT

BALL METAL BEVERAGE CONTAINER OPERATIONS
WALKHILL CAN PLANT

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION NO. 363

PURPOSE AND INTENT

Ball Metal Beverage Container Operations and the International Brotherhood of Electrical Workers, Local Union NO. 363, recognize the value of and commit to work together through a joint decision making process to develop a labor-management partnership which serves the interests of employees, consumers and stockholders and promotes employment security, employee involvement in the identification and solution of business problems, customer satisfaction, open communications, mutual trust and understanding. The parties are responsible for working together to reach joint decisions concerning issues regarding customer requirements, business objectives, stockholder and Union interests. This commitment to working together, on an ongoing basis, must extend from the Company and Union executive offices to the shop floor and be driven by a shared vision of the need for continuous improvement in joint decision-making processes, employee participation, the parties' relationship, and all aspects of the business. The commitment to this decision-making, as further detailed below, is mandatory for both parties for the life of the current labor agreement. All employees must have greater safety, security, influence, control, and accountability for their immediate work environment as well as the knowledge, resources, skills, and information required to effectively and cooperatively meet these challenges.

It is the intent of the parties that cooperative partnership will result in an improved quality of work life that recognizes the worth and dignity of all employees, facilitates their individual growth and development and recognizes the need for each employee to contribute fully toward the success of the Company. Just as the Union is concerned with the competitive problems and continuous improvement needs of the Company, the Company is equally concerned with the employment security of the work force.

The parties acknowledge that this Agreement is a "living" document that will evolve throughout the life of the contract to best meet the requirements of changing circumstances. Its principles, however, are intended to carry through future contract periods.

PRINCIPLES

This Agreement reflects our mutual commitment and is based on the following principles:

- The viability of the Company and the Union depends on becoming the safest, highest quality supplier of competitively priced aluminum products delivered on time. To achieve such a reality, the experience, skill, intelligence, and commitment of each employee will be needed and must be fully utilized to ensure continuing improvement for the best long-term interest of all.

- Employees are responsible and trustworthy. An environment must be fostered where all employees are treated in accord with this principle on a daily basis. The parties will take steps to build a truly participative joint decision-making and problem-solving style that recognizes that employees provide a competitive advantage.

- Employees and the Union should be provided with the necessary information in a timely fashion, and the training to use that information effectively, so they can make effective decisions regarding their sphere of responsibility.

- The parties recognize that a cooperative partnership, though necessary, is not by itself adequate to meet the competitive demands of the world market.

- Both parties recognize that the implementation of cooperative partnership is an extremely difficult task which must be approached realistically and patiently. The parties agree that, if the Company is to prosper and provide employee satisfaction and long-term security, cooperative partnerships must be pursued as quickly as possible to maximize opportunities to resolve problems and to produce products at lower costs, higher quality, and delivered on time.

PARTNERSHIP STRUCTURE

The parties recognize that successful partnership requires the establishment of an appropriate organizational structure at both the top levels and the local levels of their organizations. Such structure must include defined roles and responsibilities for the participants at both levels.

The parties recognize that the changes contemplated by this Agreement must evolve. Accordingly, the local parties must have the flexibility to design participative structures that best meet their needs and that can change as changed circumstances and experience warrant. Further, where participative structures are already in place, the local parties recognize that it may be in their best interest to retain such structure so long as they meet the objectives of the Agreement.

Top-Level Structure

A top-level committee will be established in order to further partnering at the top levels of the Company and the Union, and to properly guide local cooperative partnerships. That committee will be comprised of Company representatives and International representatives. This committee will provide oversight, ensure that the local parties are assisted as needed, and discuss related topics of mutual concern. The representatives on this committee will be designated by the Co-chairmen of the respective Company and the Unions' Negotiating Committees. The top-level committee will meet as needed, but no less than quarterly, in order to ensure that the full intent of this Agreement is consistently implemented and administered. The committee will address such subjects as safety and health measures; the Company's strategic plan; technological changes and plans; staffing levels; customer evaluation; major organizational issues; and facilities utilization.

Top-Level Roles and Responsibilities

It is recognized that in order for this committee to function effectively, timely information regarding the above subjects must be shared with the Union, subject to an agreed upon confidentiality agreement. Shared information will be timely and specific to the needs of the top-level parties about the business, plant performance, capital improvements, new technology and products, future skills needs, customer satisfaction and competitive issues.

The top-level committee will provide assistance and necessary resources to the local parties in order that the objectives of this Agreement are achieved and will develop appropriate measure in order to evaluate objectively the top-level and local partnership

efforts. In addition, the top-level committee will provide direction to the local parties concerning such matters as safety, leadership problem-solving, training, new and innovative organization designs, and the potential impacts on the organization of new technology. The top-level committee will also review issues and concerns relative to this Agreement brought to it by the local parties.

The top-level committee shall encourage behaviors, attitudes, forums, and opportunities that enlist the know-how and ingenuity of employees in achieving the goals of this Agreement.

Local Structure

The local parties are committed to enter into a cooperative partnership which promotes the goals of this Agreement. This commitment is mandatory on the local parties for the term of the current Labor Agreement.

Each location will establish a Plant Steering Committee that will include the local Plant Manager and top local Union official. The size and composition of the local Plant Steering Committee will be decided jointly. At multiple-union plants, the Committee will include representatives from other union bargaining units at that location.

Local Roles and Responsibilities

The Plant Steering Committee shall investigate, consider, and test alternative approaches to safety, work redesign, work assignments, work scheduling, planning for technological change, training, development, problem solving, and process improvement to facilitate both individual and group contribution towards improved quality, efficiency,

productivity, employee satisfaction, and employment security. It is recognized that in order for this committee to function effectively, timely information regarding these issues must be shared with the local union.

The Plant Steering Committee will guide partnership initiatives and ensure such initiatives are in compliance with the Labor Agreement and other memoranda of agreement negotiated by the parties.

The Plant Steering Committee shall encourage behaviors, attitudes, forums, and opportunities that enlist the know-how and ingenuity of workers in achieving the goals of this Agreement.

The Plant Steering Committee will identify measures of improvement by which the parties can track the achievement of joint objectives set for meeting the needs of customers, employees, the Union and the business.

In addition, the Plant Steering Committee may study and evaluate new and innovative alternative work systems that support the parties' commitment to continuous improvement and employment security. It is agree that such work systems may be desirable and the local parties shall commit to a prompt joint effort to study, design, and implement such work systems where appropriate.

The local parties are responsible and accountable for working together through joint decision-making and problem-solving processes to meet the parties' commitment to the following objectives:

a. Create and maintain a safe and healthy work environment through joint participation in setting safety and health goals, implementing improvement plans and auditing performance;

b. Sustain an open environment that shares knowledge and provides detailed information which is timely and specific to the needs of the local parties about the business, plant performance, capital improvements, new technology and products, future skills needs, customer satisfaction, and competitive issues;

c. Provide for employment security;

d. Improve the quality, service, productivity, and competitiveness of the Company and its products, seeking profitability on a sustained basis;

e. Promote the objectives of the business and align with its Vision, Mission and Values;

f. Increase employee responsibility for and influence in workplace decision-making;

g. Support work environments built on fairness and commitment to improving the quality of employees' work life;

h. Support rapid response to changes in the marketplace in products and customer requirements;

i. Plan for technological change designed to serve the best interests of both parties affected by the change;

j. Understand the current state of competitiveness and its relationship to "World Class" standards;

k. Identify and implement cost reduction opportunities;

l. Provide improved job opportunities, skills development, leadership training and education, and more productive utilization of a skilled workforce;

m. Drive effective individual and group problem-solving; and;

n. Acceptance by each party of the role of the other as an essential partner in attaining joint objectives.

EMPLOYEMENT SECURITY

The Company and the Union are committed to providing employment security for all employees covered by this Agreement. Employment security is ultimately dependent upon efficient, competitive plants, and high quality products. To obtain efficient, competitive plants and high quality products, the Company needs both the Union's cooperation as a valued partner and employee participation in work processes. Union cooperation and employee participation are dependent upon an agreement that gives employees sufficient employment security so they will offer suggestions freely and give their full cooperation to make the business a success.

Employment Security shall apply only to layoffs that commence during the term of this Labor Agreement, and shall remain in effect at the location so long as the local parties are actively participating in the local structures created by this Cooperative Partnership Agreement.

Guarantee

The parties agree that employment security is a priority objective of this Cooperative Partnership Agreement. No employee shall be laid off as a result of the implementation of ideas, suggestions, or recommendations from individual bargaining unit employees or from teams that include bargaining unit employees. Exceptions may be made where there is a major capital deployment to affect a technology shift that results in significant crewing reductions, or when the parties recognize that the long-term viability of the plant or a major segment thereof requires a reduction in employment. In such circumstances, the Company agrees to work with the Union through the process set forth below under Joint Decision-Making and Responsibility to avoid layoffs.

No employee shall be laid off during the term of this Agreement except as determined through the Joint Decision and Responsibility Process defined below. In any event, no employee shall be laid off from the plant for an expected duration of less than four (4) weeks.

The above guarantees shall not apply in the event of a strike or work stoppage by employees covered by this Agreement.

Joint Decision-Making and Responsibility

The Union and the Company share responsibility for the long-term viability of each covered location and, therefore, must share in the decision making with respect to the employment security of its employees. This authority and responsibility shall be vested in the local parties. The parties are confident that the sharing of information and full discussion and exchange of ideas and consideration of all view about issues impacting

employees long-term employment security will lead to decisions that are satisfactory to all. This continuous flow of information will ensure that the Union has the earliest possible notice of potential layoffs.

As a minimum, in cases where layoffs from the plant are contemplated or where the guarantee provided above is operative, the local parties shall consider alternatives designed to provide employment to affected employees including assignment to non-traditional tasks, the reduction of contracting out, attrition, early retirement, voluntary termination programs, overtime reduction, work schedules, and flexible use of the work force in non-traditional work assignments and other economically viable options. Should the local parties not be able to make a joint decision, either of the local parties may request a timely review by the Co-Chairmen of the Company and the Union Negotiating Committees who shall ensure that reasonable alternatives have been explored.

Rates of Pay

An employee working in a new job assignment as a result of the application of this Employment Security provision shall receive the established rate of pay of the job to which he/she is assigned, unless the parties otherwise agree. If there is no rate of pay established for that job, the rate of pay will be determined by the local parties.

TRAINING

The parties recognize that the goals of this Agreement can be attained only by a commitment to comprehensive and ongoing training and education. Accordingly, the Plant Steering Committee shall take steps to establish training programs necessary to the purposes of this Agreement. All training shall be focused on the following objectives: the long-range mutual

goals of the parties; problem-solving techniques; communication activities; skills, attitudes, behaviors and techniques for increasing the effectiveness of participation and involvement activities; and methods for determining and achieving joint goals. Without limiting the comprehensiveness or continuity of the training and education required by this Agreement, such activities will, unless otherwise agreed to, include at least the following minimum standards and guidelines:

1. Both Company and Union representatives shall receive training by their respective organizations in how, consistent with their organization's goals, they can accomplish the objectives of this Agreement through participation and involvement activities.

2. The Plant Steering Committee shall sponsor a program for appropriate training of all members of joint committees created under this Agreement.

3. The Plant Steering Committee shall develop a joint training program designed to increase the skills of bargaining unit and non-bargaining unit employees concerning the subjects identified in this Section. Such program shall commence with instruction on (a) how best to pursue organizational objectives through participation activities, (b) partnership structure of this Agreement, and (c) the commitment of the parties to the process.

4. The Company shall fund all training programs referred to in this Section. This shall include employee time spent in such training as though it were time worked and employees shall suffer no loss of earnings as a result thereof.

5. Training referred to in this Section designed to achieve the objectives of this Agreement (other than Union training), shall be jointly developed and implemented.

WORK REDESIGN

The Plant Steering Committee may investigate and implement Work Redesign consistent with the principles of this Agreement. Work Redesign will include the establishment of operating work teams or self-directed work teams and/or the implementation of other new and improved ways of performing work. Additionally, any Work Redesign will be aimed at increasing employee responsibility, more effective utilization of people, materials and equipment along with a heightened level of job satisfaction resulting from increased employee contributions to the decisions and initiatives that impact the workplace.

TECHNOLOGICAL CHANGE

The parties recognize that technological change can have significant implications for employment security and the nature of the working environment. Accordingly, the Company shall provide the top-level committee and the appropriate Plant Steering Committee notice of any proposed Significant Technological Change within such a time that the Plant Steering Committee will be able to evaluate the impact of, and be an active participant in the decision-making process regarding, such Change. Such notice shall address such issues as the purpose for and timetable of the change, the effect on training needs, an outline of other options considered, and the number and types of jobs that would be changed, added or eliminated. Disclosure of this information is dependent upon a confidentiality agreement satisfactory to the parties. "Significant Technological Change" shall mean the introduction of new and/or significant changes in existing machinery, equipment, controls, materials, and software.

SKILLS ASSESSMENT

The parties are committed to develop and maintain a highly skilled workforce needed to meet the demands of the ever changing competitive environment. To that end, the local parties will:

- Identify skills needed to effectively operate their respective plants;
- Assess current skills
- Develop training to close gaps between required skills and current skill levels; and
- Assess the potential depletion of skills and develop a plan to replace those losses.

SAFEGUARDS AND RESOURCES

1. The selection of any consultant to assist in the development of the employee involvement and empowerment process will be mutual.

2. The parties agree to encourage individual employee participation in involvement and empowerment activities because both parties agree that active employee participation is essential to the realization of the objectives of this Agreement. All meeting time will be paid as hours worked.

3. Cooperative partnership and the activities generated therefrom shall not conflict with the traditional roles of the local Union, such as the processing of grievances. Such activities will not be used as a device by either party to bypass or undermine the other parties' rights or internal structure. This Cooperative Partnership Agreement will function within the context of the basic Labor Agreement and does not diminish or alter either party's contractual rights.

4. Local Union officials and plant management will be active, constructive participants in the long-term development and evaluation of local cooperative partnership and will not permit team activities to be affected by day-to-day labor-management activities and relationships.

FINAL DECISION-MAKING AND DISPUTE RESOLUTION

The parties have entered into this agreement for the purpose of making the Union and the Company partners in joint decision-making to achieve the objectives of this Agreement. After sharing information and discussing and exchanging ideas and considering all views about issues of mutual interest and concern to the parties, decisions should be reached that are in the best interests of the business and the employees. It shall be the goal of the parties to strive for joint decision-making in rendering decisions, resolving issues, and implementing plans for the success and well being of the business and its employees. Finally, in the event joint decision-making is unable to produce an understanding over a matter as to which, absent this Agreement, management has the right to make a final decision concerning such matter, management shall make the final decision, and such decision shall not be subject to the grievance procedure. With respect to any matter in this Agreement which deals, in part, with various matters as to which management has not heretofore had the unilateral right to make decisions, this Agreement gives management no greater right to make unilateral decisions regarding such matters than it would have in the absence of this Agreement

Disputes between the local parties over whether a party is living up to its obligations under this Partnership Agreement are not subject to the grievance procedure. However, should such a dispute arise, either local party may refer the matter to the Company's Manager Labor Relations and the Union(s) Co-Chairman of the Negotiating Committee or their designee for

resolution. Should the Company's Manager Labor Relations and the Co-Chairman of the Negotiating Committee be unable to resolve the matter, at the request of either party, it may be submitted to the top-level committee for review.

In conclusion, the International Brotherhood of Electrical Workers, Local Union No. 363, and Ball Metal Beverage Container Operations are strongly committed to this Cooperative Partnership Agreement as a means of promoting the strong labor/management relations necessary to create a work place that expands the opportunities for each individual to both support and share in the success of the Company.

APPENDIX G

SUBCONTRACTING

For the purpose of preserving work and job opportunities for employees covered by this agreement, the Company shall not contract out work which is normally and customarily performed by bargaining unit employees except in the following instances:

A. Where special or particular skills, or specialized equipment necessary to perform the work are not available within the plant.

B. The erection of facilities and new equipment.

C. Service contracts and warranties of reasonable duration.

D. Work which necessitates additional manpower for a short term project, and/or where there are insufficient numbers of employees within the unit with necessary skill, and/or where the project or work involves a defined time period which cannot be met by full utilization of the unit employees.

E. Necessary services in connection with physical maintenance of the plant premises, i.e., janitorial, window washing, ground maintenance, elevators, major painting and structural repairs. The Company will discuss with the Union other such related services which will be performed by outside personnel.

F. The Company shall have the right to continue to subcontract work which has normally and customarily been subcontracted in the past. The Company may on occasion decide to perform such work in house, but this shall not restrict the Company's right to revert to subcontracting that work.

In any case or situation where the Company intends to subcontract work which involves bargaining unit work, the Company will discuss the proposed subcontracting with the Union a minimum of three (3) days prior to letting of such contract, except in unusual circumstances. This discussion will cover the scope of the work, the duration of the work, the availability of unit employees to perform the work, in conjunction with the project or work, and the ability of the Union to supply employees with the necessary skills from within the bargaining unit. The Company will discuss the subcontracting with the Union as soon in advance of the letting of the work as is practical. The Company may subcontract work not normally and customarily performed by unit employees and work covered by the exceptions (A) through (F) outlined herein at any time, even when employees covered by the Agreement are on layoff.

APPENDIX H

UNION LEAVE

BALL METAL BEVERAGE CONTAINER OPERATIONS

A. The Company recognizes that it previously granted certain Employees Union-related leaves of absence without pay that commenced prior to June 1, 1993. These leaves were for the sole purpose of conducting legitimate Union business as full-time Union officials. The participant status of these Employees under the Pension Plan for Hourly Employees (Pension Plan) and the Employee Group Benefit Plan (Benefit Plan) shall remain the same as it was on May 31, 1993 for the duration of those leaves.

B. Where the Company grants an Employee a Union-related leave of absence without pay that commences subsequent to May 31, 1993 for the sole purpose of conducting legitimate Union business as a full-time Union official, the Employee shall accrue pension service under the Pension Plan during such leave only if the Union does not grant pension service to similarly situated Union employees under its pension plan. An Employee on such a leave shall also be eligible for group life insurance coverage under the Benefit Plan only if the Union does not provide any type of life insurance plan to similarly situated Union employees. In addition, an Employee on such a leave shall be eligible to receive health-related benefits under the Benefit Plan (presently hospital, medical, vision and dental coverage) only if the Union does not provide any type of health-related benefit plan (hospital, medical, dental or vision coverage) to similarly situated Union employees.

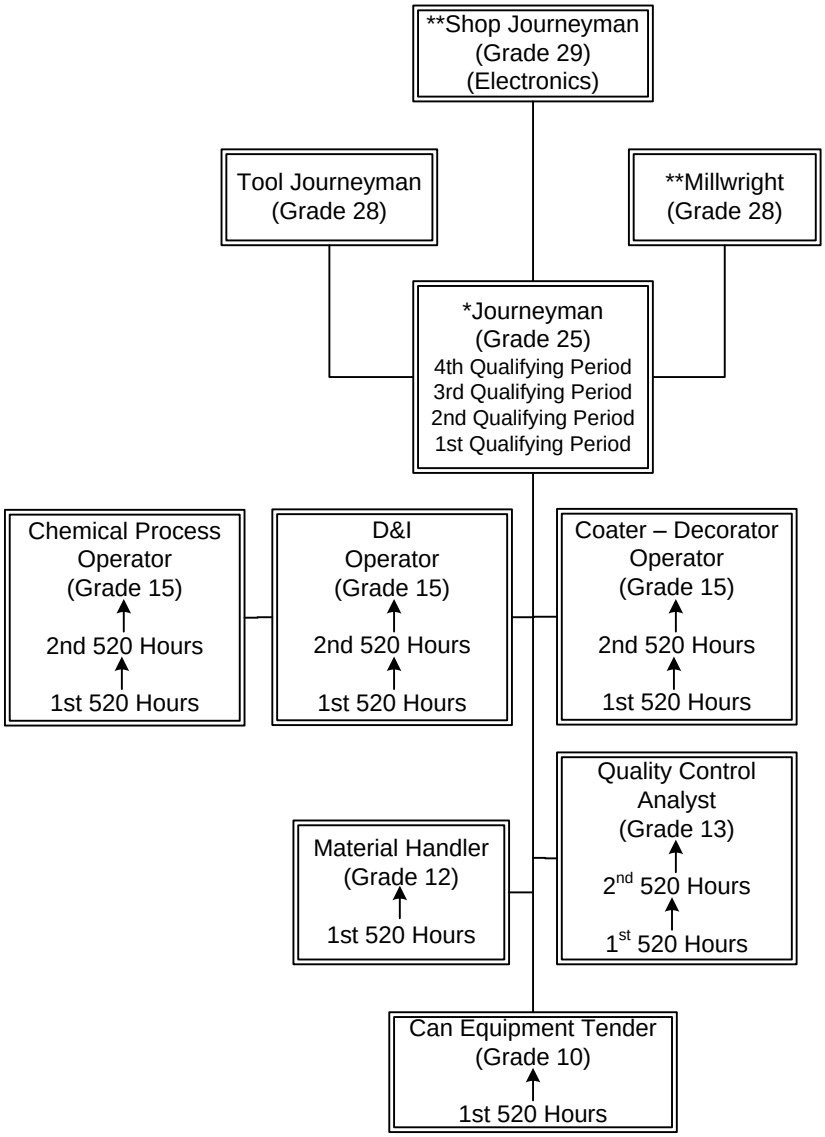
C. Upon the termination of a leave of absence to assume a permanent full-time Union position, the employee's pension service under the Pension Plan and other benefits under the Benefit Plan, shall recommence when the Employee: (1) returns to active employment in the collective bargaining unit, (2) goes on layoff, or (3) goes on a leave of absence not related to Union business. Upon the termination of such a leave, the Employee shall be assigned his prior seniority and service dates for purposes of job assignments, layoffs and vacations to reflect the continuous accrual of seniority during the Union-related leave. The Employee, however, shall not be eligible for any other type of hourly benefit or payment that accrued during the period of such a leave.

D. An employee granted a leave of absence to assume a Union office on a probationary basis shall, during such a leave, continue to be: eligible for group life insurance coverage; eligible to receive health-related benefits under the Benefit Plan; and shall be retroactively credited with pension service under the Pension Plan for the probationary period, if the Employee does not qualify for pension service under the Union's Pension Plan at the end of the probationary period. An Employee on leave of absence to fill a permanent full-time Union office shall be covered under this paragraph "D" during any period of probation for the Union office not exceeding twelve (12) months. The Union shall provide the Company with timely notice about the termination of any Union official's probationary period.

APPENDIX I

LINES OF PROGRESSION

WALLKILL CAN PLANT



* To qualify for promotion into this job classification, it will be necessary for an employee to meet the preparatory requirements as outlined in the Journeyman Training Provisions.

** Employee must possess the necessary qualifications.

NOTE: The 1st and 2nd 520 hours indicated within the above classifications are to be interpreted as 520 hours of actual work.

APPENDIX J

WALLKILL PLANT ATTENDANCE POLICY

ABSENCE

1. In the event an associate has a first unexcused absence, a verbal warning will result. This verbal warning will be given one time only in the course of the employee's employment.
2. A second unexcused absence (within the next sixty (60) working day period following the first unexcused violation) will result in a written warning.
3. The third unexcused absence (within the next sixty (60) working day period following the second unexcused violation) will result in a one (1) day suspension.
4. The fourth unexcused absence (within the next sixty (60) working day period following the third unexcused violation) will result in a two (2) day suspension.
5. The fifth unexcused absence (within the next sixty (60) working day period following the fourth unexcused violation) will result in suspension for the purpose of discharge.

TARDY/LEAVING WORK EARLY

1. In the event an associate has a first unexcused tardy/leaving work early, a verbal warning will result. This verbal warning will be given one time only in the course of the employee's employment.
2. A second unexcused tardy/leaving work early (within the next sixty (60) working day period following the first unexcused violation) will result in a written warning.
3. The third unexcused tardy/leaving work early (within the next sixty (60) working day period following the second unexcused violation) will result in a one (1) day suspension.
4. The fourth unexcused tardy/leaving work early (within the next sixty (60) working day period following the third unexcused violation) will result in a two (2) day suspension.
5. The fifth unexcused tardy/leaving work early (within the next sixty (60) working day period following the fourth unexcused violation) will result in suspension for the purpose of discharge.

ADMINISTRATIVE PROCEDURES

1. Personal business on a scheduled workday is not excusable regardless of reason or whether the associate notified the plant. Personal business on a scheduled day off in which the associate is then scheduled for overtime will be handled on a case-by-case basis.
2. An associate's illness resulting in an absence or tardy/leaving work early will only be excused if a doctor's note is provided establishing the associate was unable to work the day or a portion of the day in question.
3. Documentation regarding an absence or tardy/leaving work early will be submitted to the Company for review on the first day the associate returns to work following the absence or tardy/leaving work early. Documentation subsequently submitted will not be considered for review by the Company in its determination of whether or not the absence or tardy/leaving work early will be excused.

4. An associate must serve a sixty (60) working day period without an unexcused absence or tardy/leaving work early to clear his/her attendance record, except that an associate's verbal warning under either the Attendance or Tardy/Leave Work Early policy will remain in force. An excused absence or tardy/leaving work early will be exempt in this sixty (60) day working period and will not submit the associate to serving an additional sixty (60) day working period from the date of the excused absence or tardy/leaving work early.
5. Department Managers are the only individuals authorized to excuse an absence or tardy/leaving work early.
6. In the case of an occurrence with no call in, refer to the Plant Conduct Rules and Regulations page 8, Absenteeism.

LETTER OF UNDERSTANDING 1

February 1, 2005

Mr. Gil Heim, Business Representative
International Brotherhood of Electrical Workers
Local 363
67 Commerce Drive South
Harriman, New York 10926

Dear Mr. Heim:

The parties agree to recognize a total of one hundred twenty-eight employees as eligible to receive an extra week vacation as set forth in the letter of February 18, 1987.

Commencing on December 1, 1994 and each successive December 1st, the Company will provide the total number of employees hired prior to February 1, 1987, who are eligible under the above letter an extra week vacation.

The difference between this number and one hundred twenty-eight as of December 1 will be considered the number of open extra week vacation eligible slots available for the following year to employees hired subsequent to December 1, 1987.

These open extra week vacation eligible slots will be filled by employees hired after February 1, 1987, on a plant seniority basis. However, employees hired after February 1, 2005, must reach their 10th anniversary date of service with the Company before becoming eligible for an open extra week vacation slot.

It is understood that the employees hired after February 1, 1987, who become eligible for an extra week vacation under these provisions will not normally be allowed to take off this extra week but will instead receive pay in lieu of vacation time off in accordance with Article 9 of the Labor Agreement.

Sincerely yours,

Arnie Dickinson, Manager Labor Relations
Ball Metal Beverage Container Operations
10 Longs Peak Drive
Broomfield, CO 80021-2510

LETTER OF UNDERSTANDING 2

February 1, 2005

Mr. Gil Heim, Business Representative
International Brotherhood of Electrical Workers
Local 363
67 Commerce Drive South
Harriman, New York 10926

Dear Mr. Heim:

The following modification to the Short Week Benefit provision under the Supplemental Unemployment Benefit Plan will be in effect during the term of our Collective Bargaining Agreement.

Whenever a 12-hour work schedule is in effect, Short Week Benefits will be computed over a period of two consecutive payroll workweeks and will be based on 64 hours in any such consecutive payroll workweeks exclusive of one unworked holiday in a payroll week.

Sincerely yours,

Arnie Dickinson, Manager Labor Relations
Ball Metal Beverage Container Operations
10 Longs Peak Drive
Broomfield, CO 80021-2510

LETTER OF UNDERSTANDING 3

February 1, 2005

Mr. Gil Heim, Business Representative
International Brotherhood of Electrical Workers, Local 363
67 Commerce Drive South
Harriman, New York 10926

Dear Mr. Heim:

This letter will confirm that the following provisions will be in effect during the term of our Collective Bargaining Agreement:

1. The sum of $10.00 will be allowed for meals to any employee who, without notice before reporting to work, continues to work four (4) hours beyond that employee's regular shift.
2. Supervisory employees will not perform work of any employee covered by this Agreement. Supervisory employees may perform such work when it is necessary to instruct an employee or in the case of a real emergency, but such work will not replace a regular employee.
3. An employee will be notified immediately if the employee receives an emergency telephone call during the employee's scheduled shift.
4. Union stewards will remain on their respective crews.
5. The penalty for violating the rules of the shift swap program is removal from the program for a six (6) month period.
6. Employees called for jury duty should not volunteer and/or be scheduled for overtime work during the period for which they are being subpoenaed.
7. In December of each year, the Company agrees to meet and discuss with the Union vacation scheduling for the upcoming calendar year.
8. With the exception of the 2002 Local Attendance Agreement, the Union and the Company acknowledge the 2002 Local Agreement between the Union and the Plant.
9. Maximizing crew flexibility and efficiency is of prime concern to both parties. As such, Journeymen will be cross-trained into other areas of the Plant as production requirements permit.

Sincerely yours,

Arnie Dickinson, Manager Labor Relations
Ball Metal Beverage Container Operations
10 Longs Peak Drive
Broomfield, CO 80021-2510

LETTER OF UNDERSTANDING 4

February 1, 2005

Mr. Gil Heim, Business Representative
International Brotherhood of Electrical Workers
Local 363
67 Commerce Drive South
Harriman, New York 10926

Dear Mr. Heim:

This is to confirm the understanding reached during our negotiations with respect to Article 14, Section 2.

In the event the Company closes the Plant down as a result of weather or other acts of God, an employee working that day will be paid for that employee's actual hours worked.

Sincerely yours,

Arnie Dickinson, Manager Labor Relations
Ball Metal Beverage Container Operations
10 Longs Peak Drive
Broomfield, CO 80021-2510

Employee Benefit Plan Contributions
(Includes Medical, Dental, Vision, Life & A&S)

Coverage Tier	*Weekly Contributions*				
	2010	***2011***	***2012***	***2013***	***2014***
Single	$0.00	$0.00	$7.00	$7.00	$7.00
Employee + Spouse	$0.00	$0.00	$14.70	$14.70	$14.70
Employee + Child(ren)	$0.00	$0.00	$12.60	$12.60	$12.60
Employee + Family	$0.00	$0.00	$16.03	$16.03	$16.03

Chart of Medical Benefits Effective 1/1/2011

Family deductible can be met by any combination of family member deductible amounts.

	In-Network Effective 1/1/2011	***Out-of-Network Effective 1/1/2011***
Payments		
Annual Deductible		
Participant	$500	$1,000
2+ Participants	$800	$1,600
Annual Out-of-Pocket Maximum		
Participant	$2,500	$5,000
2+ Participants	$4,000	$8,000
Precertification Penalty *(when required)*	None	$500
Medical Plan Limits		
Lifetime Maximum/Participant	$2,500,000	

Services/Supplies	***In-Network***	***Out-of-Network***
Preventive/Well Care	**Plan Pays**	**Plan Pays**
Routine Well Child Care (7 exams in first 12 months; 3 exams in second 12 months; 3 exams in third 12 months; 1 exam per year after)	100% no deductible	100% of R&C no deductible
Routine Well Care	100% no deductible	100% of R&C no deductible
DRE/PSA (age 40+ - 1 per year)	100% no deductible	100% of R&C no deductible
Routine OB/GYN (age 18+ - 1 per year)	100% no deductible	100% of R&C no deductible
Immunizations	100% no deductible	100% of R&C no deductible
Mammograms (age 35+ - 1 per year)	100% no deductible	100% of R&C no deductible
Sigmoidoscopy (age 50+ - 1 per 5 years)	100% no deductible	100% of R&C no deductible
Colonoscopy (age 50+ - 1 per 10 years)	100% no deductible	100% of R&C no deductible
Pap Smear (age 18+ - 1 per year)	100% no deductible	100% of R&C no deductible

Physician's Services	**Plan Pays**	**Plan Pays**
Physician Office Visit	80% after deductible	60% of R&C after deductible
Specialist Office Visit	80% after deductible	60% of R&C after deductible
Second Surgical Opinions	80% after deductible	60% of R&C after deductible
Allergy Treatment	80% after deductible	60% of R&C after deductible
In/Outpatient Hospital Visits	80% after deductible	60% of R&C after deductible
Hospital Services	**Plan Pays**	**Plan Pays**
Inpatient Surgery	80% after deductible	60% of R&C after deductible
Semi-Private Room	80% after deductible	60% of R&C after deductible
ICU/CCU	80% after deductible	60% of R&C after deductible
Inpatient Diagnostic Xrays/Lab	80% after deductible	60% of R&C after deductible
Inpatient Chemo & Radiation Therapy	80% after deductible	60% of R&C after deductible
Inpatient Physical Therapy	80% after deductible	60% of R&C after deductible
Inpatient Drugs	80% after deductible	60% of R&C after deductible
Emergency Room -emergency	80% after deductible	80% of R&C after deductible
-non-emergency	50% after deductible	50% of R&C after deductible
Ambulance -emergency	80% after deductible	80% of R&C after deductible
-non-emergency	50% after deductible	50% of R&C after deductible
Outpatient Surgery	80% after deductible	60% of R&C after deductible
Outpatient/Lab/Radiology	80% after deductible	60% of R&C after deductible
Outpatient Chemo & Radiation Therapy	80% after deductible	60% of R&C after deductible
Outpatient Preadmission Tests	80% after deductible	60% of R&C after deductible
Other Procedures	**Plan Pays**	**Plan Pays**
Maternity (in- patient hospital only) (Employee or dependent spouse only)	80% after deductible	60% of R&C after deductible
Infertility ($10,000 Lifetime Max)	80% after deductible	60% of R&C after deductible
Transplant Services (up to $10,000 for travel & lodging)	80% after deductible	60% of R&C after deductible
TMJ (Surgical Only)	80% after deductible	60% of R&C after deductible
Alternative Services	**Plan Pays**	**Plan Pays**
Skilled Nursing Care (365 days per year)	80% after deductible	60% of R&C after deductible
Home Health Care (120 visits/year)	80% after deductible	60% of R&C after deductible
Private Duty Nursing (70/8 hr. shifts per year)	80% after deductible	60% of R&C after deductible
Hospice Care ($20,000 lifetime max.)	80% after deductible	60% of R&C after deductible
Bereavement Counseling ($200 maximum)	80% after deductible	60% of R&C after deductible
Rehabilitation Services	**Plan Pays**	**Plan Pays**
Physical, Occupational Therapy (30 visits per year max.)	80% after deductible	60% of R&C after deductible
Speech Therapy	80% after deductible	60% of R&C after deductible
Chiropractic Care (30 visits per year)	60% after deductible	50% of R&C after deductible
Durable Medical Equipment	80% after deductible	60% of R&C after deductible
Prosthetics	80% after deductible	60% of R&C after deductible

Orthotics	80% after deductible	60% of R&C after deductible
Mental Health Care	**Plan Pays**	**Plan Pays**
Inpatient Hospital	80% after deductible	60% of R&C after deductible
Outpatient Hospital	80% after deductible	60% of R&C after deductible
Substance Abuse Care	**Plan Pays**	**Plan Pays**
Inpatient Hospital	80% after deductible	60% of R&C after deductible
Outpatient Hospital	80% after deductible	60% of R&C after deductible
Prescription Drugs	***In-Network***	***Out-of-Network***
Payments	**You Pay**	
Annual Deductible – Retail and Mail Order combined		
Participant	$100	
2+ Participants	$200	
Out-of-Pocket Annual Limit		
Participant	$1,000	
2+ Participants	$2,000	
Services/Supplies	**Plan Pays**	
Retail Pharmacy		
Generic	90% after deductible	
Preferred Brand	80% after deductible	
Non-Preferred Brand	60% after deductible	
Mail Order Pharmacy		
Generic	90% after deductible	No Coverage
Preferred Brand	90% after deductible	No Coverage
Non-Preferred Brand	90% after deductible	No Coverage

Chart of Dental Benefits Effective 1/1/2011

Payments	**You Pay**
Annual Deductible	
Participant	$25
2+ Participants	$50
Services/Supplies	**Plan Pays**
Preventive	100% of R&C after deductible
Restorative	80% of R&C after deductible
Diagnostic	80% of R&C after deductible
Prosthetics	50% of R&C after deductible
Orthodontia	50% of R&C after deductible
Plan Limits	
Exam and Cleanings	2 in a 12 month period separated by at least 150 days

Bitewing Xrays	2 sets in a 12 month period separated by at least 150 days
Full Mouth Xrays	1 set every 36 months
Fluoride Treatments	2 per year
Periodontal Maintenance	4 times per year
Lifetime Maximum - Orthodontia	$1,500 per child up to age 19
Annual Maximum – Other Services	$1,500 per participant per year

Chart of Vision Benefits Effective 1/1/2011

Payments	You Pay
Annual Deductible	None
Services/Supplies	**Plan Pays Up To:**
Complete Eye Exam	$50
Lenses	
➢ Single Vision Lenses/pair	$40
➢ Bifocals/pair	$50
➢ Trifocals/pair	$60
➢ Contacts/pair	$60
➢ Lenticular/pair	$70
Eyeglass Frames	$75
Plan Limits	
Eye Exam Limit/participant	1 exam/24 months
Pair of Lenses Limit/participant	1 pair/24 months or with certain prescription changes
Eyeglass Frames Limit/participant	1 pair/24 months

Ball will contribute $400 for a single employee and $500 for employee + spouse, employee + children and employee + family to a Health Care Flexible Spending Account for each employee for the plan years 2011, 2012, 2013 and 2014.

Additionally, employees will be eligible to contribute their own money to a Health Care or Dependent Care Flexible Spending Account (FSA) option effective 1/1/2011. (Maximum contribution of $5,000 for either plan)