

**Agreement Between**



**Lititz, Pennsylvania**

**and**



**Local 10-670**

**Effective: April 27, 2019**  
**Expiration: April 28, 2023**

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## AGREEMENT

The Collective Bargaining Agreement, hereinafter called the Agreement, entered into this 27th day of APRIL, 2019, between Johnson & Johnson Consumers Products US, with its principal place of business in the town of Lititz, County of Lancaster, and Commonwealth of Pennsylvania, hereinafter referred to as "the Company," and the **UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, A.F.L. – C.I.O., on behalf of the LOCAL UNION NO. 10-670**, both of which labor organizations are hereinafter referred to as "the Union."

## **PURPOSE**

The intent and purpose of this Agreement is to set forth the terms and conditions of employment agreed upon by the Union and the Company, to maintain a prompt and equitable means of settling employee grievances and to promote and improve the industrial relationships between the Company and the employees at the plant operated by the Company at Lititz, Pennsylvania.

### **ARTICLE 1 – Recognition**

The Company recognizes the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, A.F.L. – C.I.O., Local 10-670, as the sole collective bargaining agency with respect to rates of pay, hours of work and other conditions of employment, whether or not specifically incorporated in this Agreement and not removed by law from the area of collective bargaining. The bargaining unit shall consist of all production and maintenance employees which include boiler house, shipping, receiving and warehouse employees of Johnson & Johnson Consumers Products US at its Lititz, Pennsylvania plant, excluding however, all office and plant clerical employees, professional employees, guards, watchpersons, and all other supervisory employees, with the authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively recommend such action. Production and maintenance employees shall be interpreted to include the transfer in of new operations and new facilities at the Lititz, Pennsylvania location.

The Company will not bargain, collectively, during the term of this Agreement, with any other labor organization with respect to the production and maintenance employees of Johnson & Johnson Consumers Products US at its plant at Lititz, Pennsylvania.

**ARTICLE 2 - Management Rights**

Nothing in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of Management, including the making of such rules relating to operation as it shall deem advisable.

All rights, powers or authority the Company had prior to the signing of this Agreement are retained by the Company, excepting those specifically abridged, delegated, graded or modified by this Agreement and/or any supplementary agreements that may hereafter be made, during the term of this Agreement.

The Union further agrees, for itself and its members, not to hinder or interfere with the management of the Company in all of its various departments, including, but not limited to, the scheduling of work, the direction of working forces, the right to hire, suspend or discharge with proper cause, and to layoff employees because of lack of work.

### **ARTICLE 3 - Union Security**

Section 1. The term "employees" shall mean employees in the bargaining unit as defined in ARTICLE 1 of this Agreement.

Section 2. All employees covered by this agreement, must, for the life of this Agreement after the grace period described below, satisfy a financial obligation to the Union as the unit's exclusive bargaining representative. Under this Agreement, the financial obligation to the Union is an amount equivalent to monthly dues and fees. This financial obligation is a condition of continued employment and is in consideration for the cost of representation and collective bargaining and is not contingent upon present or future membership in the Union.

Section 3. The grace period for this Agreement is 30 days following the beginning of employment or 30 days following the effective date of this Agreement, whichever is later. These 30 days need not necessarily be consecutive.

Section 4. The Company agrees that it will, within seven (7) days after receipt of notice from the Union, terminate any employee who fails to meet his/her financial obligation to the Union.

Section 5. Neither the Union nor any of its officers, agents or members shall intimidate or coerce employees about membership or non-membership in the Union.

Section 6. Membership in the Union shall be available to each employee on the same terms and conditions applicable to other members, and an employee shall be deemed to be in good standing if he/she has paid or tendered his/her financial obligation and/or fees uniformly required as a condition of acquiring or retaining membership in the Union.



#### **ARTICLE 4 - Employee Dues Authorization**

Section 1. Upon receipt of an authorization signed by an employee, the Company agrees to deduct the employee's financial obligation to the Union from said employee's earnings. Deduction shall be made on a weekly basis. Such deductions shall be made from any individual who works five (5) days or more in a month.

Section 2. The Company shall forward the aggregate sum deducted to the International Secretary Treasurer on or before the 10<sup>th</sup> calendar day of the month following the month in which the deductions are made along with a list showing names of employees for whom the financial obligation was deducted.

Section 3. The Union will notify the Company, in writing, of any change in the amount of employee's regular financial obligation.

Section 4. Should any employee be laid off or granted a leave of absence during the period of this Agreement, his/her Union financial obligation deduction authorization shall be automatically reinstated at the time such employee is recalled or returns from leave of absence to the bargaining unit.

#### **ARTICLE 5 - Right of Visitation**

An International Representative of the United Steelworkers, Local 10-670, may on occasion, visit the Site Human Resources Lead and/or his/her designee at his/her office by appointment, previously made, and shall enter the office building through the Visitor's Entrance. The Site Human Resources Lead and/or his/her designee may, at his/her discretion, escort the International Representative through the production areas of the factory in such cases as the Site Human Resources Lead shall deem it necessary and advisable.

**ARTICLE 6 - Union Insignia**

Production and maintenance employees, if they so desire, will be permitted to wear the customary and normal Union insignia button during working hours in accordance with cGMP and gowning requirements.

### **ARTICLE 7 - Right of Supervisors to Work**

The Company, under normal circumstances, does not want supervisory personnel to perform work which would normally be done by members of the bargaining unit, except in certain situations they shall be permitted to do so, such as:

- a. Train and instruct employees.
- b. Test equipment in order to insure adequate set-up and operating efficiency.
- c. Perform experimental, developmental, and/or research work, (when routine experimental, developmental, and/or research work is to be done on regular production equipment under the direction of a non-technical first line supervisor, qualified hourly persons will be assigned).
- d. In emergency situations.

Any alleged violation of this Section may be referred by the Union directly to the Director, Human Resources or Site Leader for prompt disposition. Failing a satisfactory disposition, recourse may be had to the grievance procedure.

## ARTICLE 8 - Hours of Work and Overtime

Section 1. The workweek shall, under normal conditions, consist of 40 hours of work. The workday shall, under normal conditions, consist of eight (8) hours of work. The normal workweek shall be Monday, Tuesday, Wednesday, Thursday, and Friday. It is recognized, however, that variations in work hours may be caused by material shortages, machine breakdown, power failure, or an Act of God. Management, under these circumstances, reserves the right to make temporary transfers or to shut down the operation in question for a period not in excess of three (3) days, without recourse by either Party to the provisions set forth in the Seniority Section of this Contract. In the event an employee is laid off to the street as a result of a temporary shutdown of his/her operation, he/she will not be laid off again until all other employees within his/her classification and department have first been laid off.

The Company will continue its policy of attempting to provide a full work week insofar as possible, with the shifting of employees from unit to unit, if necessary, in order to allow such full work week to all its employees.

Section 2. The Company may establish work schedules of other than a Monday through Friday workweek. Under such circumstances, the Company agrees that it will advise and discuss with the Chief Steward any such changes. If the Union, in its discretion, considers that the Company has acted in an arbitrary or capricious manner in the establishment of such work schedules, the Union may then elect to take the matter directly to arbitration. The burden of proof shall be upon the Company in showing the need and/or necessity of establishing the new work schedules and whether it pertains to production requirements or other unusual circumstances. Present unusual work schedules, heretofore established, shall not be the subject matter of arbitration. Alternate schedules agreed to under the Agreement shall be outlined in the Appendices herein.

### Section 3.

The normal daily hours of work for first shift shall be from 7:00 a.m. to 3:05 p.m.

The normal daily hours of work for the second shift shall be from 3:00 p.m. to 11:05 p.m.

The normal daily hours of work for the third shift shall be from 11:00 p.m. to 7:05 a.m.

Employees shall be entitled to 24 minutes for lunch, excepting there from, those employees who might be engaged in continuous operations.

The normal hours of work for weekend (Saturday and Sunday) overtime for employees shall be 7:00 a.m. to 3:05 p.m. for the first shift, 3:00 p.m. to 11:05 p.m. for the second shift and 11:00 p.m. to 7:05 a.m. for third shift. However, if the Company schedules shifts for less than eight (8) hours during the weekend (Saturday and Sunday) for employees normally assigned to the work schedule(s) in Section 3 above, then the five (5) minute overlap shall be removed.

However, it is not the intent of the Parties to limit the Company in the establishment of other shifts which might not fall within the normal hours of work, if the Company deems it necessary. The Company will advise and discuss with the Chief Steward any changes in starting times. If the Union, in its discretion, considers that the Company has acted in an arbitrary or capricious manner in the establishment of shifts not falling within the normal shift hours, the Union may then elect to take the matter directly to arbitration. The burden of proof shall be upon the Company in showing the need and/or necessity of establishing the unusual shift hours and whether it pertains to production requirements or other unusual circumstances. Present unusual shifts, heretofore established, shall not be the subject matter of arbitration.

Should any existing product line or existing production process that resulted in the establishment of a shift that does not fall within the normal work week or normal hours of work be reduced for a sustained period of time or eliminated, the alternate shift(s) established to meet the need of such production will be discontinued or reduced accordingly before any shift falling within the normal work week and normal daily hours of work as provided for above is affected.

**Modified Pilot Program:** The Company and Union have agreed to deploy a modified shift pilot program to improve continuous operations, shift transitions, and set-up activities. Modified shifts under the pilot will have start and end times 15 minutes prior to the normal shift start/end times. When opportunities for modified shifts are made available, employees in selected areas/lines will be canvassed and selected based on seniority. In the absence of volunteers, modified shift employees will be assigned by selecting the least senior employee assigned to the line. Any changes to the program shall be mutually agreed to by the Company and the Union, including the termination or expansion of this pilot program.

Section 4. For an employee whose regular work week is comprised of eight (8) hours on Monday, Tuesday, Wednesday, Thursday, and Friday, all hours worked in excess of eight (8) hours per day shall be paid for at the rate of time and one-half, and all hours worked in excess of an employee's weekly schedule shall be paid for at the rate of time and one-half without duplication of such overtime hours. Whenever an employee is required by the Company to work in excess of 12 continuous hours per day, he/she shall be paid two (2) times his/her regular basic straight time hourly rate for all hours worked in excess of 12 continuous hours.

An employee whose regular work week is comprised of Monday, Tuesday, Wednesday, Thursday, and Friday shall be paid straight time for work on Saturday and Sunday unless they have been compensated 40 straight time hours in the regular payroll week. After being compensated for 40 straight time hours in the payroll week, each hour worked shall be paid time and one-half his/her basic straight time hourly rate for all hours worked on Saturday and double his/her basic straight time hourly rate shall be paid for all hours worked on Sunday.

In addition to compensated straight time worked, the following days shall be included in calculating straight time hours in the regular payroll week: vacation, pre-approved paid FMLA, approved Short-Term Disability, paid holidays, personal holidays, bereavement, jury duty, recognition day, Union business, Company declared weather days, paid earned sick days, and no pay/no charge days.

#### Section 5.

- a. An employee who is on a continuous operation, or who is working other than a normal workweek of Monday, Tuesday, Wednesday, Thursday, and Friday shall have a workweek of five (5) consecutive days with time off on the two (2) days following the five (5) consecutive days. Such employee shall be paid time and one-half his/her basic straight time hourly rate for all hours worked on his/her 1<sup>st</sup> designated day off (the 6<sup>th</sup> day of the employee's workweek), and double his/her straight time rate shall be paid for all hours worked on his/her 2<sup>nd</sup> designated day off (the 7<sup>th</sup> day of the employee's workweek).
- b. Article 8, Section 5a does not apply to the 24/7 Shift Schedule Agreement.
- c. Upon being notified by the Company of the need to run operations continuously, the Union or Company may request that alternative work schedules be considered. If the Company and Union mutually agree to consider other work schedules, then the parties will have a 60 calendar day time period to review and discuss the options available.

If the Company and Union reach agreement on an alternative way to run operations continuously in the 60 calendar day time period, then the Site Human Resources Leader, the local Union President, and the International's Representative shall sign a memorandum of agreement which shall be attached to the current collective bargaining agreement. Continuous operations schedules under this provision may be terminated as business demands necessitate. Notification of a terminated schedule will be provided to the Union, in writing, at least 30 calendar days in advance.

Section 6. An employee whose regular workweek includes Saturday as a regular work day shall not be paid time and one-half for hours worked on that day and an employee whose regular workweek includes Sunday as a regular work day shall not be paid double time for hours worked on that day. These days are paid at the straight time rate of pay excepting situations where over 40 straight time hours are worked and/or compensated, which will be paid at one and one-half times (1 ½) his/her rate of pay.

Section 7. There shall be no duplication or pyramiding of overtime pay.

#### Section 8. Daylight Savings Time.

In order to account for the transition to Daylight Savings Time in the spring, third shift employees will be paid only for the hours worked (not clocked). When transitioning out of Daylight Savings Time into Standard Daylight Time in the fall, third shift employees will be paid for all hours worked. If a normal day is worked, hours worked in excess of eight (8) hours will be paid at the premium rate.

## **ARTICLE 9 - Notice to Chief Steward**

**Section 1.** The Company will make reasonable effort to notify the Department Steward if an operation is scheduled to work during the normal lunch period.

**Section 2.** The Company will provide information to the Chief Steward and President on retirements, leaves, worker's compensation, employee classification, unit, grade of employee, and permanent and temporary movement of employees five (5) consecutive days or longer (both with regard to job classification and shift). The Company will notify the Local Union President and Chief Steward of any policy changes affecting bargaining unit employees.

**Section 3.** An employee may request that his/her steward be present when a matter is to be discussed with him/her by his/her supervisor which will materially affect the job status of such employee. The Company shall have all supervisors and managers inform an employee of his/her right to have a steward present during discussions which may materially affect the employee's job status, and to allow the Union to post on its Bulletin Board, a Notice informing employees of such right to have a steward present.

Failure to advise an employee of his/her right to a steward will not negate the discipline.

**Section 4.** The Chief Steward shall be given reasonable time off by the Company to enable him/her to handle and to investigate employee grievances. The Chief Steward will inform his/her supervisor or the supervisor's designee of the nature of his/her request at the time he/she requests his/her release from work. The supervisor or supervisor's designee will make the necessary arrangements for such meeting between the Chief Steward and the supervisor who is involved.

**Section 5.** The Company will notify and have present the Chief Steward or acting Chief Steward at the time of discharge of an employee. All discipline shall be assessed against an employee in a timely fashion; however, the Union shall not advance an argument that the timing of discipline, nor the Company's delay in providing a written statement of the grounds for the discharge or discipline should itself negate the penalty imposed,

The Company shall provide any employee discharged or disciplined a statement of the grounds for the discharge or discipline within a reasonable period of time, not to exceed five (5) working days after the discharge or discipline. The Company will provide the Union with a copy of any such statement at the same time.

In the event such discharge becomes the subject of a grievance, then it must be handled in accordance with the grievance Procedure of Article 28, except that the grievance must be initiated within ten (10) work days from the time of the discharge, provided the Chief Steward or the acting Chief Steward was present or ten (10) work days from the time of notice to the Chief Steward or Acting Chief Steward, otherwise such grievance shall be deemed to have been waived.

Any verbal and/or written warnings will not be considered in progressive discipline after a period of 12 months provided that no further infractions have occurred.

**Section 6.** The Company will furnish the Chief Steward with a copy of "job opening" postings together with the names of the employees who have filled such openings.

**Section 7.** The Company will notify the Chief Steward of any new classifications that may be assigned to the bargaining unit.

## **ARTICLE 10 - Seniority**

**Section 1. Seniority Defined.** Seniority shall be defined as the employee's length of continuous service with Johnson & Johnson Consumers Products US, except as hereinafter provided in Section 3 (Transfers From Other Locations).

Present employees who have been transferred from other locations shall carry their full seniority with the Company.

Continuous service shall cease to exist in the case of any employee:

- (a) who quits his/her employment;
- (b) who is discharged for just cause;
- (c) who has been terminated for any reason prior to the completion of his/her probationary period;
- (d) who has been laid off and who fails to notify the Company within five (5) calendar days after receiving notice of recall of his/her intention to return to work and such employee must report for work within five (5) calendar days after notification to the Company; such notice of recall shall be sent by Certified or Registered Mail by the Company to his/her last known mailing address as shown on Company records, and a copy of such notice shall be given to the Chief Steward;
- (e) who has been laid off and at the time of such layoff had less than one (1)-year of active service and is not recalled for work within a period of one (1) year from date of layoff;
- (f) who has been laid off and at the time of such layoff had one (1)-year of active service but less than three (3)-years of active service and who fails to notify the Company ten (10) days before the expiration of the 1<sup>st</sup> year of layoff, by Certified or Registered Mail, of his/her further availability for work or who has so notified the Company but is not recalled for work within a period of eighteen months from date of layoff; (See attached appendix - Extension of Recall Rights Form)
- (g) who has been laid off and at the time of such layoff had three (3) or more years of active service and who fails to notify the Company ten (10) days before the expiration of the first year of layoff, by Certified or Registered Mail, of his/her further availability for work or who has so notified the Company but is not recalled for work within a period of 24 months from date of layoff; (See attached appendix - Extension of Recall Rights Form)
- (h) who is absent without notice for two (2) consecutive working days for reasons not beyond the control of the employee;
- (i) who fails to return to work on his/her first regularly scheduled work day following the expiration of a leave of absence for reasons not beyond the control of the employee;

In those cases, where two (2) or more applicants are actively employed on the same calendar date, the date of each employee's Employment Application will be used to determine relative seniority position according to the following procedure.

- (a) All employment applications will be valid, for purposes of determining relative seniority position when two (2) or more employees are employed on the same calendar date, for a 12 calendar month period starting with the date of the written application, except as provided in (b) below.
- (b) An employee who terminated, for any reason and who has no recall rights, must complete a new written Employment Application as would an applicant who has never previously worked for the Company.
- (c) A person who is notified by the Company based upon any Employment Applications maintained in the Company's file, who reports after such notice, must complete a new written Employment Application, provided he/she has not already completed a new application under (a) above. In such case where a previous application is still valid (12 months not having elapsed since date of filing) the date on the still valid application shall govern.



(d) The date that verbal requests are made for or concerning employment will not be used in determining seniority under this procedure. All evidence of interest in employment must be by written Employment Application.

In the event two (2) or more employees are employed on the same date and their Employment Application dates are the same, then their relative seniority position will be determined alphabetically in favor of the employee with the last name which is lowest in the alphabet; i.e., starting with "A" as the "lowest."

Section 2. Units Defined. In order to apply the principles of seniority at the Lititz location, the following units shall be designated:

Unit 1 – Mixing & Compounding

Oral Care  
Personal Care 1\*  
Personal Care 2\*  
Pilot Plant  
Chem Weigh

\* The Company retains the right to assign platform number by subunit

Unit 2 – Packaging

Personal Care  
Oral Care

Unit 3 – Maintenance

Facility  
Manufacturing  
Personal Care  
Oral Care

Unit 4 - Logistics Center

Warehouse

All maintenance classifications are considered one group for bidding. Maintenance bids will be for shift only and not be filled by area for Facility/Manufacturing, Personal Care, Oral Care.

Mixer (Manufacturing) classifications are considered one group for bidding. Mixer bids will not be filled by area.

In the event of a transfer of other operations into the Lititz Plant, other units may be created at such time.

Section 3. Transfers From Other Locations.

(a) It may become necessary for the Company to transfer key employees from another location into the Lititz bargaining unit, because of the relocation to and adoption in Lititz of a new or supplemental product or products, processes, materials or equipment.

Under these circumstances the Parties agree that the number of employees who may be transferred from any location shall not exceed three (3) employees for each transfer of an operation involving a product.

If, in the Company's opinion, more than three (3) employees are required relative to the transfer into Lititz of an operation involving a product, then such decision shall be by mutual agreement between the Union and the Company.

Whenever an employee is transferred under the above, he/she must directly fill and possess the necessary skill, ability, and physical fitness to perform the work of those jobs for which transferred or those additional jobs within a classification which will not cause a displacement of any employee.

(b) A key employee transferred from another location into an existing or new job classification shall have his/her plant seniority computed from the date he/she came into the bargaining unit.

A key employee may not be bumped for one (1) year or until validation is complete, whichever is later.

With respect to those benefits where the exercise of his/her seniority rights will not affect other employees, a key employee shall be credited with all prior seniority as well as seniority earned since date of transfer.

(c) The continued employment of any transferee at Lititz shall be determined solely by the policies and practices in effect or later established at that location, and such transferee with regards to ARTICLE 3, Union Security, of this agreement shall be required to satisfy a financial obligation to the Union after 30 calendar days.

(d) Vacation Accrual for Severed Employees Transferred into the Lititz Bargaining Unit

The Union and the Company agree that a current J&J employee or one who is receiving severance payments and is transferred into the Lititz Bargaining Unit would retain his/her accrued vacation (similar to someone who has retained employment due to recall rights). For example, if a current employee or severed employee earned three (3) weeks vacation, he/she would accrue at that rate once in the Union even though plant seniority would reset to the transfer date into Lititz. The transferee will abide by the other terms of ARTICLE 21/Vacations (e.g. falling into the vacation year cycle of June 1 – May 31, carryover provisions, etc.).

If a terminated J&J transferee is not receiving severance payments (similar to a Union employee whose recall rights have expired), he/she would earn vacation accrual the same as any new employee.

Section 4. Bumping and Layoffs. In the case of suspension of work in whole or in part, or any reduction in any job classification on any shift, except as provided: (a) under Transfers From Other Locations above and (b) in ARTICLE 8, Hours of Work and Overtime, Section 1, the Company will displace, bump, and/or layoff an employee in the inverse order of seniority, taking into consideration the skill, ability, and physical fitness of the employee to perform the work, and for which the employee can be readily trained within a 30 calendar day period and seniority shall then apply as hereinafter indicated. Any affected employee will have 24 hours to determine their bumping rights from the time they were notified of their bump by a representative from Human Resources.

a. Bumping

An employee who is displaced or bumped from their job in Labor Grades 1 through 8 may bump the least senior employee in any job through Labor Grade 8. An employee shall also be entitled to bump the least senior employee in the same job classification on the other shifts.

When a classification is reduced in number on the shift, the employees in the department where reduction needs to occur will be canvassed in order of seniority to fill the opening(s). If the opening(s) are not filled through canvass, openings shall be filled by reassignment of lowest senior employee in the affected classification in that department on the shift to the opening(s). The Company and the Union shall continue to recognize past practice with respect to reassignment of craft positions.

Employees who had previously qualified in a permanent classification within the previous two (2) year period would be considered for re-qualification in the same classification, in the event of displacement, bump or layoff from their job.

b. Layoffs

An employee who is displaced, bumped, or laid off shall be entitled to bump the least senior employee in any other job classification on any shift in the same or lower pay grade. An employee shall also be entitled to bump the least senior employee in the same job classification on the other shifts.

In the event a permanent layoff occurs an employee who is displaced, bumped or laid off from his/her job in Labor Grades 1 through 9 may bump the least senior employee in any job through Labor Grade 9. Company may retain lower senior employees in the Grade 9 job classification scheduled for layoff for up to four (4) months post layoff to assist in transition. Affected employees bumping to job classifications in Grade 9, must successfully pass the required testing in order to be qualified and placed in to the position.

Employees who had previously qualified in a permanent classification within the previous two (2) year period would be considered for re-qualification in the same classification, in the event of displacement, bump or layoff from their job.

If a senior person is scheduled to be laid-off, they will be permitted to bump the least senior person in the facility

The Parties agree that past practice will be observed in treating employees who have failed to accept employment under the above.

In the event there is a general layoff, the Company, will notify the Chief Steward and all affected employees five (5) days in advance of the layoff. This provision shall not apply to ARTICLE 8, Section 1.

An employee bumped shall immediately receive the basic hourly rate for the job to which he/she bumps.

In the event of a reduction in any classification, an employee may add their name to any open permanent and/or leave of absence bids that may exist. This may take place only after all provisions of ARTICLE 10, Seniority, have been followed.

Rather than performing an involuntary layoff by the procedure listed above, the Company may choose at its option to offer a voluntary furlough. By doing so, the Company may offer certain employees in an affected department, by seniority, the opportunity to take an unpaid leave from work for up to 90 calendar days. If the Company would like to extend the voluntary furlough, it may offer the employee an extension in 30 calendar day increments. Employees electing a voluntary furlough shall be considered as if on involuntary layoff with the exception of the items below:

1. Following the voluntary furlough, the affected employee would be returned to the position held prior to the furlough.
2. Employee shall pay active rates for company provided benefits.
3. Vacation time that has been previously approved during the same time period as a furlough may be rescheduled.

The Company shall establish the employee return to work date prior to initiating the voluntary furlough. An employee's recall date shall be on the 1<sup>st</sup> regularly scheduled day in a new work week.

Section 5. Recall. When work is available, an employee laid off to the street will be recalled in order of seniority. An employee shall be considered as having quit if he/she fails to notify the Company within five (5) calendar days after receiving notice of recall of his/her intention to return to work and such employee must report to work within five (5) calendar days after notification to the Company of his/her intention to return to work. Notice of recall is sent by Certified or Registered Mail by the Company to the employee's last known mailing address as shown on the Company records. When notice is sent to an employee, the Chief Steward or other Union official shall be given a copy. Any person recalled to work must possess the necessary skill, ability, and physical fitness to perform the work and for which the employee can be readily trained, within a 30 calendar day period.

#### Section 6. Job Bidding

- (a) The Company shall post job openings involving new and existing jobs which are permanent at the time they are determined to be permanent or within 30 calendar days of existence. A job shall be considered permanent if at the time of the posting it is, in the Company's opinion, considered that such job will continue for a period exceeding six (6) months and such posting is not to replace an employee on an authorized leave as provided in this Agreement. An employee may withdraw a bid for a permanent job prior to removal of posting from the Job Posting Board. Anyone receiving a permanent bid must remain in that position for a period of 18 months unless promoting themselves or changing shifts within the same job classification. In the event no unrestricted employee seeks the position, then employees who received a permanent position during the preceding 18 months may bid for a position. At no time may an employee bid into the same classification on the same shift.
- (b) Upon accepting a job bid, an employee shall be subject to the bidding restrictions outlined in Article 10, Section 6 (a).
- (c) An employee promoted to a higher graded position shall receive the applicable increase in pay (training rate/full rate) on the effective date of being moved to the new position, but no later than the first pay period following the 30<sup>th</sup> calendar day following acceptance of his/her bid.

- (d) A job shall be considered temporary for posting purposes if at the time of the posting it is, in the Company's opinion, considered that such job will continue for a period exceeding 30 consecutive working days but not exceeding six (6) months (including any training time), or if exceeding six (6) months is due to the absence of an employee on an authorized leave as provided in this Agreement. When any reduction in temporary jobs occur, employees would be reduced in order of plant seniority. An employee may withdraw a bid for a temporary job prior to removal of posting from Job Posting Board. Downgrade bids will not be permitted for temporary openings for employees classified as Pay Grade 9 or above.
- (e) All job openings will be valid for a period of 90 calendar days, unless mutually agreed upon between the Company and the Union. An employee must withdraw his/her bid during this 90 day period, prior to the Company offering the opening. An employee returning to work following a vacation and/or leave of absence would be required to withdraw his/her bid for a job on his/her first day back to work. The Company shall post a notice three (3) days prior to the deadline for accepting withdrawal forms. Failing to withdraw his/her bid as stated above, the employee must take the opening(s). Any bid withdrawal must be signed by the employee and Human Resources, or the employee's supervisor. When a temporary/LOA opening occurs within the Raw Material Weigher and/or Mixer classification, any employee having prior experience in the respective classification will receive first preference for such opening.

Such announcements shall remain posted for a period of three (3) consecutive working days.

- (f) An employee may bid by completing a Job Bid Form in the Human Resources Department. At that time, the employee will receive a copy of his/her Bid for his/her personal use. The employee selected, except as otherwise provided in this Section 6, shall be the employee with the greatest seniority, provided that he/she possesses the necessary skill, ability, and physical fitness to perform the work, and for which he/she can be readily trained.
- (g) When a job opening occurs in the Mixer and/or Raw Material Weigher classification, the senior employee passing the required test would receive the opening. At the request of the incumbent, consideration will be given to exposure of the weigh room procedures.
- (h) The following procedure will be applied for the acceptance of bids from employees absent from work for the full posting period for permanent, temporary, & temporary LOA job openings:
  - 1. It will be the employee's responsibility to fill out a job bid form prior to going on vacation, if he/she expects to be considered for any jobs posted during their absence. Job bid forms would be held in the HR Office. If jobs are posted, all relevant job bids forms would be reviewed and applied as appropriate. As individuals return from vacation, job bid forms may be discarded.
  - 2. It will be the employee's responsibility to submit or withdraw his/her name on any active job bid on the first day he/she returns to work.
  - 3. An employee adding his/her name to an active job bid shall not displace any employee already awarded the job.
  - 4. The Company shall notify the Union, in writing, when the job awards have been made.
  - 5. Job awards will be made in the normal manner with the exception that displacement by senior employee would occur if his/her late bid was submitted in a timely manner.
- (i) Selection process for filling Mixer positions in the Pilot Plant:
  - 1. Canvas existing on-shift Mixers to determine interest level
  - 2. Allow highest senior Mixer to shadow area for designated period of time
  - 3. Following the shadow, there will be an interview process comprised of Union and Company representatives.

4. Candidate will be selected based on skill

In the event there are no on-shift Mixers that express interest in the position, the other shifts will be canvassed. If there is no interest from the other shifts, previously qualified Mixers (within the past two (2) years) will be asked prior to forcing the lowest senior Mixer on the shift where the opening occurs.

Section 7. Transfers and Promotions. An employee may be transferred from one Unit to another Unit or from one job to another job within the Unit, providing the job is in the same or lower pay grade, at Company request without affecting his/her prior status for periods not exceeding 60 calendar days unless extended by mutual agreement. An employee may be transferred from one Unit to another Unit or from one job to another job within the Unit, providing the job is in the same or lower pay grade, at Company request without affecting his/her prior status for periods not exceeding 180 calendar days as long as the affected employee(s) voluntarily agrees to the increased duration of the transfer. The Company will make every reasonable attempt to find a job for an employee who no longer can perform the duties of his/her job, and have undergone medical examinations that have established restrictions for that individual.

An employee may be transferred from one Unit to another Unit or from one job to another job within the Unit, providing the job is in a higher pay grade, at Company request without affecting his/her prior status for periods not exceeding 60 consecutive calendar days, unless extended by mutual agreement, using the senior employee whenever possible. An employee may be transferred from one Unit to another Unit or from one job to another job within the Unit, providing the job is in a higher pay grade, at Company request without affecting his/her prior status for periods not exceeding 180 calendar days as long as the affected employee(s) voluntarily agrees to the increased duration of the transfer.

When an employee, having attained the full rate for a job classification, is promoted or transferred to a job in a higher pay grade, he/she shall be placed at that position on the attached Wage Schedule, excepting as provided in the following paragraph.

An employee promoted or transferred to a job in a higher pay grade, where he/she had previously worked and achieved a rate higher than that provided in the paragraph above, shall return to such higher rate, providing such return was within a two (2) year period of leaving that job.

If an employee is transferred to a higher paying job for two (2) or more consecutive hours during his/her normal eight (8) hour work day, he/she shall receive the higher rate of pay in accordance with the above paragraphs for the full day; where transferred for less than two (2) consecutive hours, his/her regular rate of pay shall be paid.

However, all overtime hours worked on transfers to a higher paying job shall be paid at the appropriate higher rate.

When an employee volunteers for a temporary transfer to first shift from second or third shift, shift differential will not be paid while on first shift during the temporary transfer period. When an employee is involuntarily transferred to first shift from second or third shift, he/she will be paid his/her shift differential while on first shift during the temporary transfer period.

Section 8. Demotions. When an employee is transferred to a lower paying job, at his/her own request due to his/her inability to perform his/her job, he/she shall be reclassified and take the rate of pay for the lower paying job effective on the date of his/her demotion. Inability to perform a job must be substantiated by competent written medical evidence.

Employees with 15 years or more of service with the Company and/or those who receive a positive result on the chemical surveillance, who are transferred at the request of the Company to a lower rated job because of the employee's inability to perform the job from which transferred, shall retain the rate of the job from which transferred. However, if an opening is posted in a higher labor grade and it is in a job for which, in the opinion of a medical consultant selected by the Company, there is no medical reason why the employee could not qualify, then the employee shall be expected to bid for such job in order to maintain his/her personal rate. However, the employee has the right to request his/her personal medical physician to submit good and adequate reasons as to why the employee could not qualify. The absence of such action on the part of the employee will result in a forfeiture of the personal rate which arose as a result of the original transfer. Failure on the part of the Company's medical consultant and the employee's physician to agree may then result, at the option of either Party, in the selection of the remedies provided in Section C of Article

12 of this Agreement. All expenses incurred by following the procedure outlined in Section C under Article 12 will be borne equally by the Company and the employee.

Section 9. Overtime. The Company will, as far as practical, distribute overtime work as equitably as possible, provided the employees selected possess the necessary skill, ability and physical fitness to perform the work. Distribution of overtime would follow mutually agreed-to overtime rules. Probationary employees may be selected after all permanent employees in the job classification have been offered the opportunity to elect overtime. The Company may then, if necessary, select those employees available outside of the unit but within the bargaining unit. Employees may work premium days immediately preceding and immediately following their vacation period or immediately following their Personal Holiday, Jury Duty, Subpoenas, Union Business, Company Business, United Way Day, Recognition Day, Family Leave, Bereavement, or Declared Weather Day; employees may not work premium days falling between consecutive vacation days. However, this does not preclude the Company, where additional help is necessary due to unusual circumstances, to request employees on vacation to work premium days, if eligible employees are not available.

In the event the Company finds it necessary to conduct any operation at the end of an employees' normal shift, the persons on that line, platform or job will have preference for the overtime. If, for any reason, an employee is not able to work, overtime will be granted on a Seniority basis. Such overtime will be limited to less than two (2) hours.

The Union recognizes the needs of the Company in being able to obtain qualified employees for overtime work, and the necessity of having competent qualified employees to report for work on recall when production requirements are endangered.

The Union agrees that it will urge its members to volunteer for overtime work in order to enable the Company to meet and maintain production requirements irrespective of the labor grades in which the employees fall, and it will cooperate with the Company in urging craftpersons to make themselves available on recall to keep production lines from being shut down.

The Union and Company recognize the importance of teams, and to ensure the continuity of teams and employee engagement the parties support the scheduling of affected employees during overtime hours to participate in team initiatives. To this end, overtime rosters will not be required for overtime opportunities involving team initiatives.

Section 10. Probationary Employees. A new employee shall not be considered a regular employee, but shall be considered a probationary employee until such time as he/she has completed 120 calendar days. Such employees may be discharged or laid off at any time, with or without cause, and shall not be subject to the grievance procedure. The seniority of probationary employees retained beyond the 120 calendar days probationary period shall begin from the date of employment. Probationary employees who have a minimum of 30 days service and are terminated prior to completion of their probationary period, shall have such service applied to completion of their probationary period if they are rehired within a six (6) month period following their termination.

Regardless if a probationary period has concluded, an employee will progress to the full rate after they have been deemed fully qualified by their Supervisor.

Section 11. Seniority of Union Officers and Stewards. The Union President, Vice President, Chief Shop Steward and currently not more than seven (7) departmental stewards on the first shift, five (5) departmental stewards on the second shift and two (2) departmental stewards on the third shift, shall be the last employees to be laid off from the plant and the first to be rehired; provided they can satisfactorily perform any work available in the bargaining unit and are willing to perform whatever work may be available and assigned to them by the Company. No duly elected or appointed Union officer shall be bumped off the shift to which they were elected or appointed. No duly elected or appointed Union steward shall be bumped off the shift or out of the department/Unit to which they were elected or appointed. This provision shall apply only to incumbent duly elected or appointed officers and stewards not to exceed seventeen in number. The Union agrees that whenever there is a change in the duly elected or appointed officers during the term of this Agreement, that the Union will forthwith notify the Company in writing, of the name and position of the newly elected or appointed official.

Section 12. Qualifications. In all cases of layoffs, promotions, transfers, recalls or demotions, an employee's skill, ability, and physical fitness to perform the work, and for which he/she can be readily trained within a 60 calendar day period, may be determined by the Company in its administration of tests. Such tests shall be reasonable, fairly related to the job, and in those cases where two (2) or more employees have attained a passing grade, the employee with the

greatest seniority shall be given the job. The composition of such tests shall be discussed with the Union prior to implementation. The Union retains the right to arbitrate over any such tests it deems unreasonable.

The Company will permit the Chief Steward and/or the President to review test results, but it is agreed that such results will be kept confidential and revealed only to the employee who took the test.

It is the intent of the Company to fill craft positions with candidates who meet the posted requirements of the job. In the event there are no internal candidates who possess those requirements, the Company reserves the right to hire an external candidate who does meet the posted requirements. The Company will then agree to review internal candidates prior to an external hire, if the posted requirements are amended.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Company will provide adequate training for its current bargaining unit employees to properly operate and maintain new and high technological equipment. The Company will make a reasonable effort to train bargaining unit employees assigned to a classification within the Packaging or Manufacturing Department in order of seniority when new equipment has been qualified and placed into production.

If a job is not covered by a training checklist, then the individual will receive his/her full rate of pay, after 45 calendar days.

Section 13. When an employee bumps or bids into a job and during the initial six (6) month period on the job fails to meet the job requirements, the Company will disqualify such employee and remove him/her from that position, under one of the following methods.

If the employee had bumped into the job, they would revert to the bumping procedure outlined in Article 10, Section 4, of the current Labor Agreement.

An employee who received the job via bid would return to his/her former job. There would be no subsequent bumps resulting from this action.

When employee is disqualified after the initial six (6) month period, he/she would be offered bumping rights, regardless of how he/she received the job.

If the employee involved and/or the Union objects to the disqualification, the Company will allow the employee to remain on the job with the understanding that disciplinary warnings for unsatisfactory work performance would be issued, under the standard warning procedure.

When an employee has been bumped from his/her job and that job now becomes open as the result of a disqualification, the senior employee bumped would return to his/her original job.

If an employee received the job through a job bid and was subsequently disqualified, the Company would revert to the job bid and promote the next person on the list. If job bid has expired, a new job bid would be posted.

An employee who is disqualified from a job will not be permitted to return to such job unless they present evidence that they are now capable of performing the job requirements.

#### Section 14: No Pay No Charge Process

- 1) Before sending people home on a NP/NC status, contact other departments to identify any other staffing needs.
- 2) People are sent home according to seniority. (Highest to lowest in the dept.)
- 3) Qualified people in a dept. may not be offered the option of NP/NC status if they are needed to keep a line running or if there is training that needs to occur. This includes the trainer and/or the trainee.
- 4) There is no time limit to change this process. It doesn't matter if it is at the beginning of a shift, in the middle of a shift or towards the end of a shift. Offer of NP/NC always begins with the high senior in the dept.

- 5) When sent home with NP/NC status, weekend OT is not affected. The NP/NC hours still count toward the straight time hours needed before you receive premium pay. (Article 8, Sec. 4, of CBA)
- 6) When a person is transferred out of their home dept., and others in their home department are offered NP/NC status later in the evening, the person sent out of the department does not get asked to go home.
- 7) If NP/NC is offered in a department, an employee on daily temporary transfer (e.g. no move papers) into that department would be the first employee offered to go home under the NP/NC status.



## **ARTICLE 11 - Craft Apprentice Training Program**

1. The Apprenticeship is intended for trade school graduates or military technical school graduates, with inadequate working experience to hire as a full tradesman, who pass the apprenticeship entry test.
2. The pay rate for the Apprentice will be as follows
  - Grade 7 for the first year
  - Grade 8 after the first year and before successful completion of the program
  - Upon successful completion of the program, the employee will be moved to a grade 11 (full-rate)
3. Exercising the Apprentice Program will be at management discretion.
4. The Company will follow the normal recruiting process of posting internally and externally, to consider internal candidates, but reserves the right to hire externally if there are no qualified internal candidates.
5. Performance Assessments:
  - The employee will have multiple performance assessments during the two (2) year period. These assessment categories will include but are not limited to: performance, attendance, quality, safety and teamwork.
  - Assessments will be completed by a panel of people including Maintenance Team Leader, Maintenance Manager and Trainer.
  - If at any point during this two (2) year time period, the employee is not performing at the approved level:
    - If the apprentice was an internal employee, he/she will be given bumping rights to move out of the apprenticeship program and back to their previous classification.
    - If the apprentice was an external hire, the employee may be terminated.
6. The employee will retain bargaining unit seniority while in the apprenticeship program and after attaining full rate in the craft.
7. All tools and materials supplied by the Company to the Apprentice will remain the property of the Company.
8. The apprentice will work in the trade the entire duration of the apprenticeship.
9. Probation will be in effect the entire period of the Apprenticeship

**ARTICLE 12 - Procedure for Employees Injured on the Job**

- A. If an employee is injured while working on the job, the matter shall be handled in the following manner:
1. A medical consultant selected by the Company shall determine whether the employee is able to return to his/her job within the job classification and if not, whether the injured employee is able to perform work in other existing job classifications. In the event the employee is able to perform a job in other existing job classifications, but not his/her own job, he/she may be placed by the Company on any other such job, provided there is on such job an employee with less seniority. An employee displaced by the injured employee may bump in accordance with the layoff provisions of the contract. The injured employee's own job will be posted for bid, provided such job has not been eliminated; however, such job shall not be abolished solely because of the injury.
  2. An injured employee unable to return to his/her own job, who later bids for a promotional job, shall be subject to medical examination by a medical consultant, selected by the Company, who shall report as to the medical condition of the employee with respect to the job for which he/she has applied, provided the employee has the necessary skill, ability, and physical fitness to perform the work.
  3. When an employee is placed by the Company on another job in a lower labor grade as a result of an on-the-job injury, his/her former rate shall be maintained, however, if an opening is posted in a higher labor grade on the employee's shift and it is in a job for which, in the opinion of a medical consultant selected by the Company, there is no medical reason why he/she could not qualify, then he/she shall be expected to bid for such job. Failure to do so will result in a forfeiture of the personal rate which arose as a result of his/her injury on his/her job.
  4. Under Section A, subsections 1, 2 and 3, the injured employee may, at his/her option, call upon his/her personal medical physician to furnish a further opinion as to his/her ability or disability to do the job in question.
- B. Nothing in (A) above shall be construed as a guarantee of a job where a person is so disabled that he/she is unable, in the opinion of a medical consultant selected by the Company, to perform an existing plant job.
1. If the injured employee disagrees with the opinion rendered by the Company medical consultant, he/she may then, at his/her option, pursue the remedy available as set forth in subsection 4 of A above.
- C. If the Company and the Union find themselves in a position where the Company's medical consultant and the employee's physician are in disagreement, then either Party may, at its option, suggest the doctor of its choice and the doctor of the opposing Party agree upon a third physician to be mutually acceptable to them both and who preferably is a specialist in that particular field. The opinion of the third Party specialist shall be conclusive.

Such expenses as may be incurred by virtue of the services of the specialist shall be equally borne by the Company and the Union.

**ARTICLE 13 - Rotation**

The Company and Union agree that rotation will be followed wherever practicable.

## ARTICLE 14 - Payment of Wages

The Company agrees that it will follow the payment of wages per Payroll Process.

### Payroll Process

- The Company shall mail weekly payroll checks and pay stubs to employees in a timely manner.
- The Company will make an earnest effort to pay any shortage in pay including vacation, holiday, sick pay, overtime worked four (4) hours or greater, etc. on the next business day, if communicated to the local Payroll Administrator by noon. Any shortage in-overtime pay less than four (4) hours will be paid at the next payroll period.

### Procedure:

1. Employee notifies the local Payroll Administrator.

Once the process is finalized, the check will be available for pick up from the local Payroll Administrator or his/her designee. Upon request, the Company will express mail the paycheck to the employee's home address (mailing the paycheck may delay the receipt of the check by the affected employee(s)).

**ARTICLE 15 - Shift Differentials**

An employee, who works one-half or more of his/her regular time shift or a substitute regular time shift between the hours of 3:00 p.m. and 7:05 a.m., shall receive \$0.60 per hour added to his/her basic hourly rate effective April 29, 2013.

The shift differential shall be included in any computation of vacation pay, holiday pay, overtime pay, jury duty, recognition pay and sick pay.

### **ARTICLE 16 - Recall Pay**

An employee who is recalled by the Company to work on the same day after having worked a full shift and having gone home or who is called-in on a day off, shall receive a minimum of four (4) hours pay at the appropriate overtime rate except that, in the event an employee is required to work more than four (4) hours, he/she shall be paid at the appropriate overtime rate for all hours worked in excess of four (4) hours. The recalled employee may leave after having satisfactorily completed the job for which he/she was recalled.

A continuous extension of an employee's shift shall be defined as late overtime, and not applicable under the recall provisions. If called-in to start work early (up to four (4) hours prior to an employee's normal start time), the four (4) hour minimum pay provision does not apply, and pay will begin when an employee clocks in to work.

## **ARTICLE 17 - Reporting Pay**

**Section 1:** In the event the Company fails to notify an employee not to report to work at least two (2) hours in advance of his/her regularly scheduled starting time, he/she shall be guaranteed four (4) hours work or four (4) hours pay at his/her straight time basic hourly rate. The Company will be deemed to have given the required notice if it certifies to the fact that it gave notice to its employees by utilizing the Company's emergency hotline and notification system to announce delays and closure due to inclement weather, at least two (2) hours prior to the start of the normally scheduled work shift, to the effect that the shift would not be working. As an additional method to notify employees not to report for work, the Company may use WGAL-TV. WGAL-TV notification announcements shall not be used to determine if timely notice has been provided to employees for the purpose of determining reporting pay.

**Section 2:** An employee who commences work on a regularly scheduled work day shall be guaranteed eight (8) hours work or eight (8) hours pay at his/her straight time basic hourly rate, unless an emergency occurs such as a major power failure beyond the control of the Company or an Act of God which prevents the normal operation of the plant; in such case the employee who has commenced work will be guaranteed not less than four (4) hours work or four (4) hours pay. Bomb threats shall be considered an emergency beyond the control of the Company and the provisions of this paragraph shall apply.

An employee who is asked to report for work by the Company on Saturday or Sunday shall be guaranteed four (4) hours pay at the applicable rate for such working days except for the purposes of taking inventory, in which case the employee shall be paid only for those hours worked.

**Section 3:** In the event an employee fails to notify the Company of his/her absence at least 60 minutes prior to their scheduled starting time, such employee would forfeit all wages for that day.

**Section 4:** Any employee shall have the option to use sick days, vacation days, personal holidays, service recognition days, or a NP/NC day on Company declared weather days.

### **ARTICLE 18 - Break Periods**

All employees shall be granted a ten (10) minute break during the first four (4) hours of their shift and the last four (4) hours of their shift. Employees shall be entitled to 24 minutes for lunch, excepting there from, those employees who might be engaged in continuous operations. Scheduling of breaks will be at the discretion of the Company. Three (3) minutes of travel time to, and three (3) minutes from each lunch or break will be allowed.

No breaks will be scheduled within one (1) hour of the beginning of the shift, the employee's scheduled lunch, or the end of the shift. Employees are not permitted to take a break at the start of an early overtime assignment. An employee working overtime shall be entitled to a ten (10) minute break after every two (2) hours of overtime, and at the end of the employee's scheduled shift whenever the employee is scheduled for two (2) hours or more of overtime thereafter. Employees working a double shift shall follow the normal break and lunch schedule.



**ARTICLE 19 - Uniforms**

The Company will furnish employees with uniforms each week.

**ARTICLE 20 - Holidays**

The following days shall be recognized as paid holidays:

*Regular Holiday Schedule*

<b>2019</b>	
<b>Holiday</b>	<b>Date Observed</b>
Memorial Day	Monday, May 27, 2019
Independence Day (1 <sup>st</sup> and 2 <sup>nd</sup> shifts)	Thursday, July 4, 2019
Independence Day (3 <sup>rd</sup> shift)	Friday, July 5, 2019
Labor Day	Monday, September 2, 2019
Thanksgiving Day	Thursday, November 28, 2019
Thanksgiving Friday	Friday, November 29, 2019
Christmas Eve	Tuesday, December 24, 2019
Christmas Day	Wednesday, December 25, 2019
New Years' Eve	Tuesday, December 31, 2019
Two (2) Personal Holidays	A maximum of two (2) personal holidays can be scheduled for the 2019 calendar year.
<b>2020</b>	
<b>Holiday</b>	<b>Date Observed</b>
New Years' Day	Wednesday, January 1, 2020
Presidents' Day	Monday, February 17, 2020
Good Friday (1 <sup>st</sup> and 2 <sup>nd</sup> shifts)	Friday, April 10, 2020
Good Friday (3 <sup>rd</sup> shift)	Monday, April 13, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Thanksgiving Day	Thursday, November 26, 2020
Thanksgiving Friday	Friday, November 27, 2020
Christmas Eve	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020
New Years' Eve	Thursday, December 31, 2020
Two (2) Personal Holidays	

2021	
Holiday	Date Observed
New Years' Day	Friday, January 1, 2021
Martin Luther King Day	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Good Friday (1 <sup>st</sup> and 2 <sup>nd</sup> shifts)	Friday, April 2, 2021
Easter (3 <sup>rd</sup> Shift)	Monday, April 5, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Thanksgiving Day	Thursday, November 25, 2021
Thanksgiving Friday	Friday, November 26, 2021
Christmas Eve	Friday, December 24, 2021
New Years' Eve	Friday, December 31, 2021
Two (2) Personal Holidays	

2022	
Holiday	Date Observed
Martin Luther King Day	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022
Good Friday (1 <sup>st</sup> and 2 <sup>nd</sup> shifts)	Friday, April 15, 2022
Easter (3 <sup>rd</sup> shift)	Monday, April 18, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Independence Day	Tuesday, July 5, 2022
Labor Day	Monday, September 5, 2022
Columbus Day	Monday, October 10, 2022
Thanksgiving Day	Thursday, November 24, 2022
Thanksgiving Friday	Friday, November 25, 2022
Christmas	Monday, December 26, 2022
Two (2) Personal Holidays	

2023	
Holiday	Date Observed
Martin Luther King Day	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023
Good Friday (1 <sup>st</sup> and 2 <sup>nd</sup> shifts)	Friday, April 7, 2023
Easter (3 <sup>rd</sup> shift)	Monday, April 10, 2023
Two (2) Personal Holidays	

Scheduling of Personal Holidays (PH): Employees receive their allotted PH(s) on January 1<sup>st</sup> of each year. Personal Holidays may be scheduled through May 31<sup>st</sup> of the current calendar year. Once all vacation for the upcoming vacation year is scheduled and approved for all employees, then Personal Holidays may be scheduled through the rest of the year (June 1 – December 31)

Employees may take their annual personal holiday(s) in either full day or half-day increments. The following conditions must be satisfied in order to use a personal holidays under this section:

- The two (2) Personal Holidays are to be scheduled each year on an individual basis and will normally be approved one (1) week in advance.
- Under normal circumstances partial personal holidays must be requested by the employee and submitted to the supervisor in writing, at least one (1) day in advance;
- Requests for personal holiday time off must be approved by the Team Leader or his/her designee;

- Partial personal holidays may be taken at the beginning or end of the scheduled shift as long as the employee works the remaining hours of his/her scheduled shift (any tardiness or partial day absence on the same day of a partial personal holiday shall automatically cause this scheduled personal holiday to be denied and charged as an absence under the Attendance Program.)

Personal Holidays will be pro-rated for all employees as outlined below:

- January through June hire date – two (2) personal holidays
- July through October hire date – one (1) personal holiday
- November through December hire date – zero (0) personal holidays

Employees hired between July and September will be eligible to use their one (1) personal holiday upon successful completion of their 60<sup>th</sup> calendar day of employment with the Company. This does not negate the probationary status of the employee in any way. The employee shall be required to complete the 120 day probationary period outlined in Article 10 of this Agreement.

Employees who are hired in October will be eligible to use their one (1) personal holiday upon the successful completion of their 60<sup>th</sup> calendar day of employment with the Company, as long as the 60 calendar days was completed prior to the end of the calendar year. The affected employee can use their one (1) personal holiday prior to the end of the calendar year.

Any personal holidays not utilized by the end of a calendar year will be paid out to the employee by February 28<sup>th</sup> of the following calendar year.

With one (1) week advanced notice, an employee who has one (1) or more service recognition days may schedule one (1) day in a seven (7) day work week, without regard to the department staffing level requirements.

## ARTICLE 21 - Vacations

The Company agrees that vacations shall be granted in the manner hereinafter set forth:

Section 1. An employee who completes six (6) months but less than five (5) years of continuous service by the end of a vacation year and whose name appears on the active payroll at the close of the vacation year, shall be entitled to receive one (1) day of vacation for each month of active service during the preceding vacation year up to a maximum of ten (10) days.

(a) Upon successful completion of the probationary period, newly hired employees from December 1<sup>st</sup> through May 31<sup>st</sup> whose name appears on the active payroll at the close of the vacation year shall be entitled to receive the equivalent of 40 hours of vacation on June 1<sup>st</sup> or at the conclusion of probation whichever is later.

Section 2. An employee who completes five (5) years of continuous service by the end of a calendar year and whose name appears on the active payroll at the close of employee's anniversary year, shall receive one and one half (1.5) days of vacation for each month of completed active service during the preceding vacation year up to a maximum of 15 days.

Section 3. An employee who completes ten (10) years of continuous service by the end of a calendar year and whose name appears on the active payroll at the close of the employee's anniversary year, shall receive two (2) days vacation for each month of completed active service during the preceding vacation year up to a maximum of 20 days.

In the event of an extended absence during the vacation year, an active employee, after two (2) months of absence, will earn one (1) day of vacation for each additional month of absence, up to a maximum of three (3) days.

Section 4. An employee who completes 20 years of continuous service by the end of a calendar year and whose name appears on the active payroll at the close of the employee's anniversary year, shall receive two and one half (2.5) days of vacation for each month of completed active service during the preceding vacation year up to a maximum of 25 days.

In the event of an extended absence during the vacation year, an active employee, after two (2) months of absence, will earn one (1) day of vacation for each additional month of absence, up to a maximum of three (3) days.

Section 5. An employee who completes 30 years of continuous service by the end of a calendar year, whose name appears on the active payroll at the close of the employee's anniversary year, shall receive three (3) days vacation with pay for each month of completed active service during the preceding vacation year, up to a maximum of 30 days.

In the event of an extended absence during the vacation year, an active employee, after two (2) months of absence, will earn one (1) day of vacation for each additional month of absence, up to a maximum of three (3) days.

Section 6. "Vacation Pay" shall be computed as follows:

Vacation pay shall be defined to mean that an employee shall receive eight (8) hours pay at the employee's straight time basic hourly rate, including shift differential, if applicable, for a full day of vacation.

Vacation payment is subject to all other qualifications contained in Article 20, Vacations.

Unused vacation hours shall be paid at the rate in effect at the time of the payout. For example, an employee who has 24 vacation hours remaining on or after June 1<sup>st</sup>, will be paid 24 hours at the current rate, in effect at the time of the payout.

Section 7. The vacation year shall run June 1 through May 31.

Section 8. Employees having five (5) or more weeks of vacation may elect to carry over one (1) week of vacation into the next vacation year. Maximum carryover at any time is one (1) week. Employees with less than five (5) weeks of vacation may carry over one (1) week, using criteria applied to vacation by exception.

Section 9. An employee who terminates from the active payroll, for any reasons other than discharge, shall be paid the vacation pay to which he/she is entitled as of his/her termination.

Section 10. An employee on a leave of absence for personal injury, illness or maternity, who has not returned to work, who has earned and not taken a vacation during the current vacation period ending May 31, shall be mailed the vacation pay to which he/she is entitled. An employee placed on layoff who has earned and not taken his/her vacation may elect to have his/her vacation paid at time of layoff.

Employee not taking vacation payout, and recalled from layoff, will take his/her vacation as approved by the Company by March 1. If vacation has not been scheduled prior to layoff, said employee may schedule vacation when recalled. Any employee not recalled to work, who has earned and not taken a vacation during the current vacation period, ending May 31, and did not elect to take vacation payout at time of layoff, shall be mailed the vacation pay to which he/she is entitled.

Section 11. The Company shall have the right to select any combination of two (2) week period(s) during the vacation year and designate one (1) week of such period(s) as a general vacation, during which time certain employees eligible for a vacation will be required to take their vacations simultaneously. During the other such week an employee may elect to take vacation, other eligible paid time-off or a no-pay status.

Such general vacation(s) period(s) will be confirmed and communicated by the Company prior to January 15<sup>th</sup> of each year. Failure to communicate prior to January 15<sup>th</sup> of each year shall not negate the general vacation period(s). The Company reserves its right to cancel general vacation weeks/periods during plant shutdowns under this section by providing at least 60 calendar day notice to the Union.

Section 12. Employees shall be required to submit their vacation schedules by the 1<sup>st</sup> Monday in February of each year in the following manner:

- a. Eligible employees will select their vacation days starting with the highest senior in the department/shift.
- b. Employees will be allowed to schedule one (1) week as single days and the rest of their vacation time as full weeks. In instances where a full week is less than five (5) days, or the employee's normal workweek equivalent, the employee may schedule those days as single days.
- c. Vacation selection will continue in order of seniority until all employees have selected their vacation days.
- d. Vacation scheduling processes shall be finalized by the first Monday in March.

The Company will notify employees of their approved vacation schedule by the 1<sup>st</sup> Monday in March. The Company shall allow employees to make up to ten (10) changes to their vacation schedule within a vacation year. Changes to single days and/or consecutive days of vacation are considered one (1) change regardless if requested at the same time. However, during the period of March 1 to April 1, employees may, on one occasion, and by seniority, reschedule full weeks of vacation to single days for the upcoming vacation year. This type of modification will not be considered a change for purposes of this section.

Section 13. Employees must work at least one half of the normally scheduled workdays in the month to accrue vacation for that month.

Days that count toward this requirement are as follows: Working any part of the regular work day, Company approved time off limited to vacation, personal holidays, holidays, service recognition days, Union business, bereavement, jury duty, workers compensation days; up to six (6) months from the date of injury, Company declared weather days, no pay/no charge days, and military leave.

Days that do not count toward fulfilling this requirement are as follows: furloughs, workers compensation more than six (6) months from the date of injury, sick time (includes FMLA, paid sick days, disability leave), unauthorized absences, other leave of absence, suspensions, overtime days (unless the overtime is part of the employee's schedule), other days not defined in this section unless mutually agreed to by the Company and Union.

Section 14: Vacation Accrual (Extended Absences)

Pursuant to our discussion regarding the application of Article 21 - Vacations of the Collective Bargaining Agreement regarding the Company and Union agree to the following:

The two (2) months of absence referenced in the vacation accrual provisions (below\*) of the collective bargaining agreement shall be applied one (1) time during the vacation year in any combination, consecutive or non-consecutive. Once this two (2) month period is satisfied, affected employees shall earn one (1) day of vacation for each additional month of absence up to a maximum of three (3) days.

*\* "In the event of an extended absence during the vacation year, an active employee, after two (2) months of absence, will earn one (1) day of vacation for each additional month of absence, up to a maximum of three (3) days."*

**Example:**

An employee with 14 years of seniority takes furlough for the entire month of August, November, and Sick Leave for the entire month of December, then the employee would be entitled to 19 days of vacation as follows:

<b>J</b>	<b>J</b>	<b>A</b>	<b>S</b>	<b>O</b>	<b>N</b>	<b>D</b>	<b>J</b>	<b>F</b>	<b>M</b>	<b>A</b>	<b>M</b>
2	2	0	2	2	0	1	2	2	2	2	2

Additionally, when an employee is off of work for greater than 26 weeks due to disability they are considered inactive. Employees on inactive status may not accrue any vacation in accordance with the vacation accrual section of Article 21, Vacations.

**Example:**

An employee with 22 years of service goes out on disability starting on March 1, 2008. He does not return back to work until November 1, 2008 of the next vacation year. Assuming that he/she missed no other days of work, the employee would be entitled to 23.5 days of vacation in 2008/2009, and then be entitled to 19.5 days of vacation the following vacation year of 2009/2010.

Section 15: It is understood and agreed that the Company, at its option, may elect to have an employee take his/her vacation in advance of the employee's anniversary date when he/she would first be eligible for an additional week of vacation.

If the Company, because of production needs, cannot spare an employee who has been scheduled for a vacation, such employee may request that his/her vacation period be rescheduled. If such cancelled vacation cannot be rescheduled to the satisfaction of the Company and the employee; the employee will be paid his/her vacation pay and will work during his/her scheduled vacation period.

## **ARTICLE 22 - Service Recognition**

Employees who have attained 25 years of service would be granted one (1) service recognition day off per year. Employee would have the option to take on an annual basis or accumulate up to five (5) in number. Employees may not accumulate more than five (5) service recognition days at a time.

All eligible employees may begin to take or accrue their service recognition day on their service anniversary date of their 25<sup>th</sup> year of service with the Company. After the 25<sup>th</sup> year of service, eligible employees may begin to take or accrue their service recognition day at the beginning of the calendar year.

Scheduling of Recognition Days: Employees receive their 1<sup>st</sup> recognition day on their actual 25<sup>th</sup> anniversary date. Each January 1<sup>st</sup> following their 25<sup>th</sup> anniversary date, employees are allotted one (1) Recognition Day. Recognition days may be scheduled through May 31<sup>st</sup> of the current calendar year. Once all vacation for the upcoming vacation year is scheduled and approved for all employees, then Recognition days may be scheduled through the rest of the year (June 1 – December 31).



### **ARTICLE 23 - Bereavement Pay**

In case of a death in an employee's current immediate family, an employee who otherwise would have reported to work for his/her scheduled workday shall be permitted to be absent with pay for a period not exceeding four (4) consecutive working days within a seven (7) calendar day period, plus the day of burial if not included in the initial four (4) day period, commencing with the day of death, unless the employee reported to work on such day of death in which case the four (4) consecutive days shall begin the following day. (Where an employee commences work on the day of death, he/she shall be paid only for those hours worked). Day of death shall be defined as the 24-hour period from midnight to midnight. Affected employees are required to notify the Company of their bereavement related absence in accordance with normal call in procedures. Should a qualifying death occur during an employee's approved vacation period and/or scheduled personal holiday, the employee will be allowed to utilize the bereavement benefit and reschedule vacation day(s) and/or personal holiday. Rescheduled vacation days occurring under this provision shall not impact the employee's number of scheduled vacation changes as referenced in Article 21, Section 12.

If a holiday(s) falls within the seven (7) calendar day period, another consecutive day shall be allowed (as long as it is within the seven (7) day period).

Example: If a family member passed away on Tuesday morning that starts the seven (7) day period. Friday is a holiday. The person's four (4) day bereavement would be Tuesday, Wednesday, Thursday and Monday (Friday is holiday, Saturday and Sunday is weekend for Monday-Friday schedule). The employee would return to work on Tuesday.

Bereavement Pay shall, provided the employee was in attendance at such service, be paid at the employee's basic straight time hourly rate. The immediate family shall be defined as including only the following: mother, father, (employee must select either blood parents, foster parents, or step parents) husband, wife, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, the parents of a domestic partner, stepchildren, and domestic partner. (Domestic partner shall be defined in accordance with the J&J Health Plan.) One (1) day of bereavement leave will be granted for daughter-in-law, son-in-law, sister-in-law brother-in-law, daughter, son, brother or sister of a domestic partner, aunts, uncles, and parents not designated as immediate family.

The Company may require satisfactory proof of death and the date the funeral was held. All other terms and conditions applicable to payment of Bereavement Pay, as set forth in the preceding paragraph, are herein incorporated.

## ARTICLE 24 - Jury Duty

An employee who otherwise would have reported to work for his/her scheduled workday and who provides his/her supervisor with:

- notification no less than seven (7) days prior to court date and
- notification of his/her required attendance for jury duty in accordance with the site's call-in procedures and
- written documentation provided by the court verifying attendance/service for jury duty and/or jury selection proceeding

shall be paid for days on which the employee would have been regularly scheduled to work. Monies received from the court for jury duty service will not be offset from any pay received under an approved leave for jury duty and may be retained by the employee.

Any employee who is subpoenaed to court will not have such absence charged to his/her attendance record.

If the Company has special need for an employee's services during the period for which he/she has been called, it may prepare a written request asking the Court to excuse the employee from jury service at such time.

## ARTICLE 25 - Leaves of Absence

Section 1. Personal Injury or Illness Leaves of Absence. An employee who has completed his/her probationary period will be granted an interim leave of absence without pay necessitated by his/her personal injury or illness (other than Worker's Compensation), provided:

- such employee requests a leave of absence from the Company within a reasonable length of time, but not exceeding five (5) work days, from his/her first date of absence; and
- that he/she submits a doctor's certificate certifying as to the reason and probable duration of the requested leave within 20 days from his/her first day of absence; and
- the requested leave is approved by the Company's Leaves Administrator

In the event an employee fails to observe the above conditions, he/she shall be considered as quit and terminated. All leaves, when granted, shall normally not be in excess of 30 days and shall be effective as of the first day of absence. Leave of absence requests for a longer period than 30 days will be reviewed by the Company's Leaves Administrator and will be approved or denied based on the merit of the request. In addition to the above, the Company may extend such leave of absence for personal injury or illness for periods not exceeding two and one half (2 ½) years from first day of absence for employees employed on or before April 27, 2019; employees hired after this date may be extended for 24 months, unless extended by mutual agreement of the Company and Union. If the employee recovers from total disability and returns to work with the Company, and after less than three (3) consecutive months of continuous, active, full-time employment the employee becomes totally disabled again due to the same or a related cause, the subsequent disability will be considered a continuation of the original disability.

Section 2. Personal Leaves of Absence. An employee who has completed his/her probationary period may be granted a personal leave of absence by the Company without pay after taking into consideration the production schedules of the department and the need, by the Company, for the employee's service during the period of the requested leave. Such leave, when granted, may be for a period up to but not to exceed 30 days. Where the reasons for such leave may be substantiated by written evidence, the Company may request such written evidence.

Employees must use all personal holidays, and unused vacation days before an Unpaid Personal leave of absence or Unpaid Emergency Leave will be granted.

Section 3. Emergency Leaves of Absence. An employee who has completed his/her probationary period may be granted an emergency leave of absence by the Company without pay. Such leave, when granted, may be for a period up to but not to exceed 30 days. Where the reason for such leave may be substantiated by written evidence, the Company may request such written evidence. Consideration will be given by the Company to extending the original emergency leave of absence for up to one (1) additional 30 day period provided the employee notifies the Company of such request prior to the expiration of his/her original leave.

Employees must use all personal holidays, and unused vacation days before an Unpaid Personal leave of absence or Unpaid Emergency Leave will be granted.

### Section 4. Family Leave

- A. The Company agrees to provide the availability of family leave to all full-time employees in the event of a birth or adoption of a child or the serious illness of a child, spouse, parent, or for the employee's own serious health condition as well as other events as defined by the applicable law, provided the employee has been employed by the Company for at least 12 months before the date on which the leave is to commence and he/she has worked for the Company at least 1,250 hours in the 12 months before the leave. The leave will be granted for up to a maximum of 12 weeks in a 12 month period. An employee may request more than one (1) family leave within a 12 month period, but the total time on leave within that period may not exceed 12 weeks.
- B. Credited service will accrue during the period covered by the family leave of absence. The leave will be granted with the understanding that the employee will be reinstated to the position held prior to the leave if the position still exists, if not, to a comparable position.
- C. An employee who has taken a leave under this provision will not be entitled to additional leave under Personal or Emergency Leave of Absence for the same purpose.

- D. An employee shall be required to use available vacation time concurrent with full day intermittent family leave prior to taking unpaid time off under this section. FMLA taken concurrent with Weekly Disability Benefits shall not be included as part of this section.

Section 5. Union Business.

- A. After application in writing, the Company will consider for no more than two (2) employees who have been elected or appointed to a position with the Region or International Office of the United Steelworkers, leaves of absence without pay for a period not to exceed one (1) year.
- B. Two (2) extensions for a period not exceeding one (1) year each may be granted by the Company at the request of any such employee.
- C. Additional extensions, when requested, will be discretionary on the part of the Company.
- D. Not more than nine (9) employees from within the bargaining unit may be chosen by the Union to attend to Union business away from the plant and shall be granted a leave of absence without pay not to exceed ten (10) days, provided however that the Union shall not, in the selection of the nine (9) employees, impair the production schedules established by the Company.
- a. Where foreseeable, the Union will provide the Company with a minimum of one (1) week advance notice of Union Business Leaves.
  - b. Where a business reason is presented to the Union, the Company reserves the right to deny requests for Union Business Leave. It is understood that requests for the leave will not be unreasonably denied.

Section 6. It is understood and agreed that no leave of absence will be used for the purpose of gainful employment (including self-employment) elsewhere except as provided above.

Section 7. Unless otherwise specified, the term "days" shall be deemed to be calendar days.

Section 8. Military Leave.

Eligible employees shall be entitled to Military Leave as defined in the Military Leave Policy under Appendix A of the Collective Bargaining Agreement.

Section 9: New Additions Leave for Bonding (Parental Leave)

The following provision applies to new additions born on or after the effective date of this Agreement.

Upon successful completion of the probationary period, an employee is eligible for the "New Additions" Leave of Bonding Policy (hereinafter referred to as "the Program") which offers eligible employees eight (8) weeks (up to a maximum of 320 hours) of paid family care leave to be taken within one (1) year following the birth or adoption of a child. Parental Leave is a term that encompasses maternity, paternity and adoption leaves that are designed to provide time off to parents to bond with a newly born or adopted child.

**Eligibility:**

- All active full time employees covered by the Collective Bargaining Agreement are eligible for the time off and pay required under this agreement.
- Parental Leave is only available to eligible employees who are employed by the Company at the time of birth or adoption.
- Parental Leave only applies to the child(ren) of eligible employee who are born or adopted on/after the effective date of this agreement.
- Multiple births and/or adoptions on the same day shall not warrant additional leave under this provision, and will be considered a single event.
- No unused time off as provided under this agreement will be paid out to employees if not used as within the timeframe required, nor will any unused time be payable at termination of employment.
- When approved by the Company, the New Additions Leave shall be limited to eight (8) weeks per rolling calendar year from the date of birth or adoption of a child.

**Request and Approval Process:**

- In addition to requesting leave of absence under this section to the affected employee's supervisor, the New Additions Leave must also be requested and processed by the Company's third-party administrator.
- Eligible employees must request leave under this provision in accordance with proper notification procedures.
- Employee should discuss all leave of absence requests with their manager to plan for the impact this leave may have on business needs, particularly if the leave is being requested on an intermittent basis.
- Documentation of the birth or adoption must be submitted, as requested and required to determine eligibility.
- Unreported or unexcused time off will be unpaid and subject the provisions of the Attendance Procedure and/or other provisions of the Collective Bargaining Agreement.

**Level of Benefit:**

- When the Company employs both parents of a new addition, each employee will be eligible for the New Additions Leave.
- For birth mothers, the eight (8) weeks (320 hours) required within this agreement does not include the recovery period from the birth, which is typically six (6) weeks.

**Impact on Pay:**

- It is expected that the time off under this agreement will be paid at the employee's base pay rate. No shift premium or overtime will be paid as part of this leave. No overtime accrual will be earned as a result of this leave.
- Employees on an authorized New Addition leave will not receive additional pay for holidays observed during the leave. Employees will continue to accrue vacation during New Additions period. New Additions Leave cannot be used to extend an employee's date of employment discontinuance.

Return from Leave:

Employees will return to the position they held before beginning the approved leave, unless business circumstances unrelated to the reason for leave do not permit such reinstatement to that position.

Duration of Leave:

- New Additions Leave will run concurrently with any other leave for which the employee is eligible under Company policies, or federal, state, or local law. During any period of concurrent leave(s), the employee will receive the most generous protection available under the applicable law(s) or policy(s), including but not limited to Family & Medical Leave (FMLA).
- The leave must be within one (1) year following the birth or adoption of a child.

All terms and conditions of the program are determined by the Company for all employees, and may be changed or eliminated by the Company at its sole discretion. The terms and conditions of the Program, its scope, and any and all decisions of the Company with regard to the Program, to include removing all Union Members from eligibility in the program, are not subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. No grievance shall be filed contesting this agreement, now or at any point in the future, on behalf of any Union member.

## **ARTICLE 26 - Health and Safety**

It is recognized as being the mutual obligation of the Company and the Union to assist in the elimination and prevention of unhealthy and unsafe working conditions and practices and jointly to assist in the prevention of accidents and the implementation of rules and regulations required to meet the standards of the Williams-Steiger Occupational Safety and Health Act of 1970.

There shall be established a joint labor-management Health and Safety Committee, consisting of representatives of both the Company and the Union, which shall meet not less than once a month for the purpose of jointly considering, inspecting and reviewing all accidents (other than first aid treatment type of accidents), risk events /near misses, as well as health and safety conditions and practices, and for the purpose of jointly and effectively making constructive recommendations for accident prevention.

An employee who has reasonable cause to believe that a health and safety condition exists with relation to the employee's job shall forthwith, upon discovery of the condition, report the situation using the available Environmental Health Safety & Sustainability (EHS&S) reporting tool and follow-up on the status with the Joint Health & Safety Committee until conclusion. The Joint Health and Safety Committee Representatives shall have the right to investigate OSHA recordable accidents.

The Company agrees to provide and maintain adequate health and safety facilities, personal protective devices, clothing and equipment. All employees covered by this Agreement shall cooperate in the implementation of all such reasonable and necessary health and safety precautions.

A health and safety representative of the United Steelworkers International Union, may on occasion, visit the Site's designated representative at his/her office by appointment, previously made, and shall enter the building through the Visitor's Entrance. The Site's designated representative, may at his/her discretion, escort the health and safety representative to the area of the facility that is believed to present a health and safety problem.

Any dispute arising out of interpretation of this ARTICLE shall be subject to the grievance and arbitration procedures.

**ARTICLE 27 - Bulletin Boards**

The Company agrees to five (5) bulletin boards, one (1) placed in the Men's Locker room, one (1) in the Women's Locker Room, one (1) in the main hallway of the Administration Building, and two (2) in the LLC for the use of the Union. The Union may, without requiring prior approval, post notices of nominations, elections, regular or special Local 10-670 meetings.



## ARTICLE 28 - Grievance Procedure

In the event that differences arise between the Company and the Union as to the meaning and applications of the provisions of this Agreement, the Parties hereto agree that there shall be an earnest effort to settle the differences by the following successive steps. It is understood, however, that no action or matter shall be considered the subject of a grievance unless written complaint is submitted by the person or Union claiming to have a grievance within 20 consecutive working days from the date of the occurrence which forms the basis for the grievance. It is agreed that the Union and Company will administer and process written grievances using the electronic grievance management system(s).

### Step No. (1)

Section 1. An aggrieved employee shall submit the grievance in writing with or without his/her Steward, at the employee's discretion, to his/her immediate supervisor and/or section head. The immediate supervisor and/or section head shall make an earnest effort to settle the grievance within two (2) working days after submission thereof. Any agreement reached by the Parties in Step No. (1) shall be final and binding upon the Company and the Union only in the event that the Steward was present. A Steward shall be given reasonable time off without loss of pay to investigate and handle employee grievances arising in his/her department. In the absence of the Steward, the Chief Steward shall be given such time off.

### Step No. (2)

Section 2. Failing a satisfactory explanation or settlement at the 1<sup>st</sup> step, the grievance may then be processed by the Local Union President and the Chief Shop Steward of the Local, or their designated representative, who shall be given reasonable time off without loss of pay for such purpose, and the Department Head and/or the Director, Human Resources, or their designees. The written grievance, which may have been amended at this step only, together with the written answer to the Company's representative under Step No. (1) (assuming no settlement has been reached) shall form the subject matter for consideration in the 2<sup>nd</sup> step. An earnest effort will be made to settle the said grievance within five (5) working days from the date it is brought to the attention of the Department Head and/or the Site Human Resources Lead, or their designees. The Chief Steward or his/her designee shall inform the Site Human Resources Lead or his/her designee of the nature of his/her request at the time he/she requests his/her release from work. The Site Human Resources Lead or his/her designee shall make the necessary arrangements for such meeting between the Chief Steward, the supervisor, and other persons who are involved.

Section 3. Failing a satisfactory explanation or settlement under Step No. (2), the grievance may then, upon request of the Union, be processed in the following manner:

The Union may request a joint meeting in an effort to prevent the grievance from being submitted to arbitration. The Union shall be represented by the Union Grievance Committee, which shall include the President and Chief Shop Steward of the Local Union, the International Representative and not more than two (2) other Union members. The Company Committee may consist of the Site Leader, the Site Human Resources Lead and the Labor Attorney for the Litz Division and other essential management personnel. If the grievance remains unsettled, the Union may then proceed to arbitration.

Grievances concerning discharge cases will automatically be submitted directly to the joint Company-Union Grievance Committee outlined above and the Parties will make every possible effort to resolve the grievance.

Section 4. Any agreement reached by the Parties hereto in Step No. (2) or Section 3 above shall be final and binding upon the Company and the Union. In the event that no settlement has been reached under Steps No. (1), (2) or Section 3 above, the Parties agree that the dispute may be made the subject matter of an arbitration proceeding. The Parties further agree that no more than one (1) case at a time shall be submitted to arbitration, except by mutual agreement and then only if the nature of the grievances are specifically related.

### Section 5.

(a) If the Union desires to submit the issue to arbitration, the Union shall, in writing, notify the Company of their intent to arbitrate within 30 working days following the time limitations set forth under the 2<sup>nd</sup> step and shall thereafter submit, within 15 working days, the issue to the American Arbitration Association (AAA).

(b) The American Arbitration Association (AAA) shall submit, at the time of the initial request, one (1) panel of names (to contain the names of seven (7) persons) of persons qualified to act as arbitrators. A statement of the nature of the issue in dispute should accompany the request, to enable the American Arbitration Association to submit the names

of arbitrators of specialized competence. If the subject matter of the grievance should involve time studies, methods engineering or industrial engineering, then the Parties agree that the arbitrator selected shall be a recognized authority in the application of the principles herein involved. The Parties agree to adhere to AAA Labor Arbitration Rules, unless mutually agreed otherwise by the parties.

(c) The Company and the Union will have ten (10) days from the mailing of the panel list of arbitrators in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve.

(d) The Parties agree each for themselves that they are desirous of going to arbitration within a reasonable time, after first having made every reasonable effort to settle the grievance short of arbitration.

When continuing liability is involved in an arbitration case, Company liability will cease on the day the Parties agree upon a date with the arbitrator.

(e) The function of the arbitrator shall be of a judicial rather than a legislative nature; he/she shall not have the power to amend, add to, alter, ignore, change or modify any of the terms and conditions of this Agreement. His/her decision shall not go beyond what is necessary for the application of the expressed provisions of this Contract.

Section 6. All matters to be submitted to the impartial arbitrator shall be promptly submitted and the arbitrator shall make every effort to render his/her decision within a reasonable time.

Section 7. Such expenses as may be incurred by the impartial arbitrator shall be equally borne by the Company and by the Union.

Section 8. The Company will not pay for employee participation, in any form, in an arbitration proceeding unless the Company shall have occasion to call an employee, or employees as witnesses in its behalf.

Section 9. The decision of the impartial arbitrator shall be final and binding upon both the Company and the Union.

## ARTICLE 29 - Paid Absences for Employee Illness

An employee who has one (1) or more years of continuous service since the date of most recent hire shall be entitled to personal injury or illness pay under the following conditions:

1. An employee shall be paid his/her regular time basic pay, including shift premium, if any, for each bona fide personal illness absence up to his/her maximum unused sick leave allowance. An employee who commences work but is sent home by the Company Nurse or Medical Consultant due to illness shall have the balance of such day paid from his/her sick leave allowance.
2. Eligible employees may also request "Paid Absence Time" for legitimate and bona fide absences for immediate family member/dependent (i.e. spouse, child as covered and defined by the Company's benefits plan). An employee shall be paid his/her regular time basic pay, including shift premium, if any, for each legitimate and bona fide absence under this section. An eligible employee shall be entitled to use this paid absence time up to his/her maximum unused sick leave allowance.
3. An employee has the option to utilize sick days on Company declared Weather Days.
4. Sick pay shall not be paid for an absence of four (4) days or longer unless the employee has furnished the Company with a certificate completed by a regular practicing physician (healthcare provider), certifying the employee's illness and its duration, and/or the injury and/or illness of an immediate family member covered under item two (2) above. Certificates are not required for absences of shorter duration than four (4) days. Absences under this section shall be paid to affected employee as long as the employee has paid absence days available. The Company may, if circumstances so warrant, investigate any illness or certificates presented, including examination by its own medical consultant or other specialists.

Sick notes for the affected employee and/or the affected employee's eligible immediate family members are to be submitted within ten (10) calendar days to the Medical Department upon an employee returning back to work. Any notes submitted after ten (10) days will not be accepted for payment and/or adjustment of Time and Attendance Records.

5. Each May 1 during the term of the Contract, an employee with one (1) or more years of continuous service since the date of most recent hire, shall be granted five (5) days' sick leave allowance. Each employee who has attained 30 years of service shall be granted a 6<sup>th</sup> day of sick leave allowance.

Employees with less than one (1) year of service on May 1<sup>st</sup> of each year will receive pro-rated sick leave allowance as follows:

May through June hire date = four (4) days' sick leave allowance

July through September hire date = three (3) days' sick leave allowance

October through December hire date = two (2) days' sick leave allowance

6. Any annual unused sick leave allowance will be paid to the employee by the last business day in May.
  - Unused sick hours shall be paid out at the rate accrued. For example, an employee that has 24 sick hours remaining on May 1<sup>st</sup>, 2009, shall be paid 24 hours at the 2008 pay rate, including shift differential.
7. Employees who receive a written warning for attendance and who fail to submit a doctor's certificate for their own personal illness or injury, and/or the personal illness or injury of an immediate family member covered under this agreement, upon requesting a sick day, will not be paid for the day and shall forfeit that sick day from their allotted number, during the period that the warning remains active pursuant to Article 9 of the Agreement.

Employees that are not in written warning stage of attendance as of April 30 may carryover unused sick leave allowance up to a maximum accumulation of ten (10) sick days (current allotment plus carryover) or 12 days for employees with 30 or more years of service in the sick day accrual year. In addition to the provisions of Article 29, the Company shall run sick payments concurrent with any approved FMLA absences. Carryover sick days shall not increase the number of "free days" for any effected employee.

8. An employee who is normally scheduled to work a 40-hour work week, under normal circumstances, is eligible to receive Weekly Disability Benefits, in accordance with the Summary Plan Description. An eligible employee will receive Weekly Disability Benefits following a waiting period of five (5) scheduled working days. An employee shall exhaust his/her sick pay days to cover the absences, if available. Following the waiting period, the employee must utilize Weekly Disability Benefits equating to 80% of their basic straight time weekly pay, excluding shift differential.
9. Employees shall be required to use available vacation time to supplement any unpaid waiting week for short term disability in the event that the employees have already exhausted their sick days.
10. The Company shall take an offset from Short Term Disability benefits paid to employees when Short Term Disability Benefits are paid simultaneously with Unemployment Benefits. This offset shall be equivalent to the amount of unemployment compensation simultaneously paid to the employee.
11. In those instances where an employee has been injured at work and is eligible to receive Worker's Compensation disability benefits, he/she shall be paid from his/her sick pay allowance, if any, for any of the first five (5) work days of his/her absence. If such employee continues to be absent for an extended period which entitles him/her, under applicable Pennsylvania Worker's Compensation Laws, to Worker's Compensation payments for any or all of each first five (5) day period, the employee will reimburse, or the Company will deduct from his/her pay, the amount received by the employee under Worker's Compensation.

Whenever a person is injured on the job and is a candidate for Worker's Compensation, the Company shall:

- a. Notify the Union when that person goes out on Worker's Compensation.
- b. Provide the Union with a copy of the accident report as submitted to our compensation carrier.
- c. Notify the Union of the person's proposed date of return to active employment.
- d. Provide the Union with a copy of any restrictions the employee may have (providing the employee gives the Company written consent to release this information).

When an employee's Worker's Compensation payment is less than the amount of the Short Term Disability (STD) benefit of 80% of the employee's regular gross weekly straight time earnings during active employment, the Company agrees to supplement the affected employee's Worker's Compensation (WC) payment, so that the combined WC and STD supplement shall be equivalent to 80% of the employee's regular gross weekly straight time earnings during active employment.

12. Unused sick days will not be paid out to employees who have been terminated for cause.

**ARTICLE 30 - Employee Visits to Company Medical Consultant**

When an employee at work is told by the Company Nurse to report to the Company Medical Consultant, he/she shall be paid for such time spent in visiting the Company Medical Consultant. When an employee at work is told by the Company Nurse or Company Medical Consultant to leave work because of an occupational sickness or injury, he/she shall be paid for the balance of that day on which the sickness or injury occurred.

If the Company Nurse and/or Medical Consultant require that an employee receive further evaluation and/or testing as a result of a job-related problem, the Company will bear the cost of such evaluation and/or testing and will compensate the employee for the time of such evaluation and/or testing at the employee's basic straight time rate.

### **ARTICLE 31 - Benefits**

The Company agrees that it will continue, as amended, its Pension Plan, Savings Plan and Benefit Program which includes Medical, Dental, Group Life Insurance, Long Term Disability, Accidental Death and Dismemberment, Dependent Life Insurance, Dependent Care Spending Account, Health Care Spending Account, Vision Coverage, Financial Planning Program, and Group Legal Plan, and Voluntary Home, Auto, and Liability Insurance Program.

The above benefits programs are attached hereto and made a part hereto. The Company and Union agree that throughout the term of this Agreement the Union represented employees will be offered all medical, dental and other benefit plans as is offered to non-union employee at the Lititz location under the same terms and conditions with respect to coverage levels and contribution rates.

All benefit plans will be administered in accordance with the terms and conditions of the respective plans as are in effect from time to time, including all claims and appeals procedures; as such these matters shall not be subject to the grievance and arbitration procedures in Article 28 of this agreement

In addition to the above benefits, the Company agrees to allow all USW Local 10-670 employees to participate in the following programs: Encore Awards, Service Awards, Appreciation Days, Retiree Gift Program, Standards of Leadership, Employee Referral Program and F.A.T.E.

All terms and conditions of these programs are determined by the Company for all employees, and may be changed or eliminated by the Company at its sole discretion. The terms and conditions of these Programs, their scope, and any and all decisions of the Company with regard to the Programs, to include removing all Union Members from eligibility in the Programs, are not subject to the grievance and arbitration provisions of the collective Bargaining Agreement. No grievance shall be filed contesting this agreement, now or at any point, in the future, on behalf of any Union member.

## **ARTICLE 32 - Job Descriptions**

**Section 1.** As a result of transfers of operations into the Lititz Plant or as a result of additions to existing units as defined in ARTICLE 10, Section 2, of the Agreement, the Company and the Union will, after a 30 day initial work period, discuss the accuracy of the temporary work duty outline prior to the Company establishing a formal Job Description.

**Section 2.** The Company and Union agree, that the agreed upon job descriptions (attached hereto and made a part hereto) for the jobs shown in Article 36, Wages of the Agreement which have been agreed upon and signed by both Parties, shall be used as a basis for the standard that, unless several changes have occurred in the job content of a job subsequent to the time such job description was signed, there will be no claim by the Union for a job upgrading.

When any change occurs in job content that may affect evaluation factors, the job description will be reviewed and dated by the joint job evaluation committee to determine if re-evaluation is necessary.

**Section 3.** Whenever arbitration is called for under the above paragraphs it shall be conducted in accordance with the procedures set forth under ARTICLE 28, Grievance Procedure, except that the arbitrator shall be a job evaluation expert. In the event the Parties are unable to procure the services of a job evaluation expert, the Parties will then follow the procedure outlined in Section 5 of the Grievance Procedure.

### **ARTICLE 33 - Periodic Physical Examinations**

1. Certain employees will be required to participate in medical surveillance based on job requirements and/or hazard risk assessments completed by the Safety Department, or applicable laws.

Periodic and exit exams, as applicable, will include the following programs:

- Medical Surveillance – Employees Working with Respirators
- Medical Surveillance – Sensitizer
- Medical Surveillance – Employees Working with Ionizing and Non-Ionizing Radiation
- Medical Surveillance – Physical Hazards
- Medical Surveillance – Employees Working with Powered Industrial Vehicles
- Medical Surveillance – Hearing Conservation
- Medical Surveillance – Employees Working with Biohazards
- Visual Acuity (Job Related)
- Controlled Substance Test (In accordance with Substance Abuse Policy)

Physical examinations will normally be given during an employee's regular working hours.

If, as a result of the physical examination, an employee is found to have:

- a) A condition that constitutes a compensable claim, it will be handled as such.
- b) A condition that does not constitute a compensable claim, he/she will be referred to his/her private physician to assure adequate care.

No job adjustment will be made as the result of these physical examinations unless such adjustment is absolutely necessary for the wellbeing of the employee or his/her fellow workers.

2. The former Function Capacity Evaluation process shall be discontinued effective April 27, 2019. This shall not preclude the Company from performing job related return to work assessments/evaluations for affected employees.



### **ARTICLE 34 - Union Meeting Dates**

The Company will endeavor to limit overtime on scheduled Union meeting dates.

In order to encourage attendance at Contract proposal and Contract ratification meetings during the normal overtime shift, the Company agrees that it will schedule only overtime of an emergency nature. The Union will furnish the Company a schedule of its regular meetings and any special meetings.

All bargaining unit employees working in the Boiler Room, involved in continuous operations will be afforded paid time off from work in order to attend Union ratification meetings.

**ARTICLE 35 - Severance Pay**

The Company agrees to a severance pay plan under which severance pay is paid to employees who lose employment directly by reason of a complete plant shutdown and removal of operations to another location.

In the event the decision is made to close the plant, the Company will provide the Union with six (6) months written notice of such closing, and will offer to the severed employees a negotiated severance provision. Such provision shall be conditional upon the employees remaining at the plant for the duration of the shutdown period, or released by the Company, for extenuating circumstances, which includes employees laid off subsequent to the six (6) months closing notice.

If the Company fails to provide timely notice of plant closure as provided above, the Company shall provide continuity of wages and benefits as provided by the severance agreement.

Severance Pay Duration Formula based upon total continuous service from date of last hire as follows:

- A. Employee under 40 years of age: one (1) week plus one (1) additional week for each year of completed continuous service up to 24 years, maximum 25 weeks severance pay. For 25 completed years of service or more--employee receives maximum 52 weeks severance pay.
- B. Employee 40 years of age and over: in addition to severance pay provided in "A" above, a supplemental payment is provided as follows:

Age	Additional Duration
40 to 44	Two (2) weeks
45 to 49	Four (4) weeks
50 to 54	Six (6) weeks
55 to 65	Eight (8) weeks

Note: "A" and "B" above apply except where employee's normal retirement date occurs within Severance Pay Duration period; in such case, severance paid to normal retirement date only.

An employee receiving severance pay under the plan shall be considered as a terminated employee.

**ARTICLE 36 - Wages**

Pay Grade	Job Classification	2019 Rates Effective April 29, 2019		2.75% 2020 Rates Effective April 27, 2020		2.75% 2021 Rates Effective April 26, 2021		3% 2022 Rates Effective April 25, 2022	
		2019 Training Rate	2019 Full Rate	2020 Training Rate	2020 Full Rate	2021 Training Rate	2021 Full Rate	2022 Training Rate	2022 Full Rate
5	Warehouse Specialist	\$24.29	\$24.99	\$24.96	\$25.68	\$25.64	\$26.38	\$26.41	\$27.17
6		\$29.14	\$29.67	\$29.94	\$30.49	\$30.76	\$31.32	\$31.69	\$32.26
7	Maintenance Craft Helper	\$29.86	\$30.40	\$30.68	\$31.24	\$31.52	\$32.09	\$32.47	\$33.06
	Warehouse Specialist (GF)								
	Packaging Generalist								
	Bottles Generalist								
8	Bottles Generalist (GF)	\$30.53	\$31.42	\$31.37	\$32.28	\$32.23	\$33.17	\$33.20	\$34.17
	EHS&S Specialist <sup>3</sup>								
	Mouthwash Generalist								
	Raw Material Weigher								
	Returned Good Specialist								
	Sr. Label Room Attendant								
9a	Raw Material Weigher (GF)	\$31.62	\$32.39	\$32.49	\$33.28	\$33.38	\$34.20	\$34.38	\$35.22
9b	Mixer	\$31.62	\$32.99	\$32.49	\$33.90	\$33.38	\$34.83	\$34.38	\$35.87
10	Building Maintenance	\$32.56	\$34.26	\$33.46	\$35.20	\$34.38	\$36.17	\$35.41	\$37.26
	Electrician								
11	Systems Technician	\$34.38	\$35.91	\$35.33	\$36.90	\$36.30	\$37.91	\$37.39	\$39.05
	Mechanical Technician								
	Pipefitter								
	Operating Engineer								

Base Rate Plus \$1.00      Production Team Coordinator <sup>1</sup>

System Technician Lead  
 Mechanical Technician Lead  
 Pipefitter Lead <sup>2</sup>  
 Operating Engineer Lead <sup>2</sup>

Base Rate plus \$2.00      Planner/Scheduler <sup>1</sup>

<sup>1</sup> To be eliminated on or before April 27, 2020

<sup>2</sup> Company agrees to rebid the position

<sup>3</sup> Environmental, Health, Safety & Sustainability Specialist - Grade 8 plus \$1.00

The following provision is exclusive to employees who were in the former Skincare Generalist Classification: “Grandfather” affected Grade 8’s at Grade 7. All affected Grade 8 employees shall be reclassified as a Packaging Generalist. Affected employees shall forfeit this wage protection if they leave the classification voluntarily. If reduced involuntarily then the affected employees may return to the Grade 7 rate if returned within a two (2) year period.

Employees who are in the Bottles Generalist, Raw Material Weigher, and Warehouse Specialist job classifications on the effective date of this Agreement will be reclassified to the respective pay grades outlined on the wage table, however will retain his/her previous rate of pay and receive the wage raises reflected in this Agreement.

Employees who are displaced from their current job classification to a reduced pay grade as a result of the aforementioned reclassification and any resulting bumping that may occur, shall retain their current rate of pay as well as the respective wage increases reflected in this Agreement.

Any active employee as of April 27, 2019 who bumps into the Warehouse Specialist classification shall be paid at Pay Grade 7 as outlined in the wage table and shall receive the respective wage increases reflected in the Agreement. This provision shall expire at the end of this Agreement and the affected employee shall be reclassified into the proper classification and receive the associated rate of pay unless otherwise agreed to by the parties.

New hires on or after April 27, 2019 and employees who voluntarily bid into a job classification shall forfeit the special pay provisions outlined herein and shall be paid in accordance with the wage table and receive wage increases as reflected in the Agreement.

NOTE: The current Packaging Generalist job classification shall be upgraded from a Pay Grade six (6) to a Pay Grade seven (7) in accordance with the agreed upon job description.

Employees classified as Utility on the effective date of this Agreement shall be reclassified and retitled as Warehouse Specialists however will retain his/her current rate of pay with the associated increases reflected in this Agreement. Should an employee move into another classification, he/she shall receive the respective rate of pay identified on the wage table for the classification and will forfeit this pay provision outlined herein.

### **ARTICLE 37 - Subcontracting**

The Company will not, under normal circumstances, subcontract the type of work, which is usually assigned to its regular employees, unless skills and/or equipment are unavailable in the Plant.

The Company will provide a Contracting Form to the Union Subcontracting Committee that includes the reason for subcontracting and will advise and discuss with the Chief Steward or a member of the Union Subcontracting Committee at least four (4) days prior to subcontracting work out usually assigned to its regular employees, except in the case of emergency where notification is still required but four (4) days notice may not be possible. The Company will copy the Committee on contractor after-hours access forms sent to security, prior to the work being performed.

**ARTICLE 38 - Joint Policy on Equal Opportunity**

It is understood and agreed between the Parties hereto that they will individually and mutually observe and comply with the Equal Employment Opportunity – US/PR (Policy #0101), as amended.

### **ARTICLE 39 - Guarantee of Contract**

All disputes that arise under this Agreement, including interpretation thereof, shall be settled as specified in ARTICLE 28, entitled "Grievance Procedure."

During the term of this Agreement, there shall be no strikes, work stoppages, slow-downs, or interruptions of work on the part of the Union and/or its members, for any reason; nor lockout on the part of the Company for any reason.

The Union further agrees that in the event an employee or a group of employees instigates and/or takes part in any strike, work stoppage, slow-down or work interruption of any nature, that the Union officers and the Union stewards will not, in any way, participate in any such activity. The Union shall disavow any such action on the part of the employee or employees so participating, promptly and in writing, and the Union further agrees that it shall, through its national representatives, its officers, and stewards, make all reasonable efforts in order to terminate any such work interruption or interference. So long as the Union through its national representatives, officers and stewards, disavows such activity, there shall be no liability on the part of the Union under this Agreement.

Any individual, or group of individuals, participating in such activity as has been described in the preceding paragraph, shall be subject to disciplinary action of a peremptory nature.

#### **ARTICLE 40 - Temporary Agency Workers**

The Company may use Temporary Agency Workers to perform work as follows:

- Onsite Acceptable Quality Limits (AQL) product inspections and rework
- Hand packaging and/or hand loading of materials during new packaging operation inclusive of debug and validation, supporting existing and new product promotions that require manual labor, and e-commerce opportunities.
- However, in no event may temporary employees be utilized to perform any other work, including but not limited to operation or assisting with any equipment, production line, or vehicle, unless agreed to by the Union President and Chief Shop Steward.

Before utilizing temporary employees as provided for above, the Company will meet with the Union President and Chief Shop Steward to discuss the scope and duration of the work and the number of temporary employees that will be necessary.

1. Temporary Agency Workers shall not be considered employees of the Company.
2. Temporary Agency Workers will not be included in the Union, nor covered by the Collective Bargaining Agreement between the Company and the Union in any way.
  - a. Temporary Agency Workers will not accrue seniority in the Union.
  - b. Temporary Agency Workers will not be included or considered eligible for benefits, insurance programs, or any other entitlement or provision of the CBA.
3. Temporary Agency Workers will be contracted through an employment agency.
4. The maximum number of temporary agency workers assigned to work under the provisions of this Memorandum of Agreement shall not exceed 15 per shift at any given time. This number may not be increased for any reason, absent agreement with the Union President and Chief Shop Steward.
5. Temporary Agency Workers will not be in place for more than six (6) consecutive months at a time, and no more than nine (9) months per calendar year.
6. Temporary employees may not be utilized when any bargaining unit employee is on layoff. No bargaining unit employee shall be displaced or have his / her assignment altered as a result of the temporary employee's work.
7. Temporary employees shall not be utilized for more than 40 hours per work week.
8. The Company shall provide the union quarterly, a list of all temporary employees, their assignment, and the number of days each employee worked in the preceding quarter.

This Memorandum contains the entire and only Agreement between the parties relative to temporary agency workers and any representations, promise or condition in connection therewith, not incorporated herein, shall not be binding to either party.



**ARTICLE 41 - Term of Agreement**

Section 1. Termination The Agreement shall take effect April 27, 2019, and shall continue in full force and effect through Friday, April 28, 2023 and shall be extended or renewed for successive periods of one (1) year each thereafter unless terminated by either Party by notice given to the other party by Registered Mail on or before two (2) months prior to the termination of the original term or of any succeeding one (1) year period.

Section 2. Negotiations. Negotiations for a new contract in the event of any such termination, as set forth under the title "Term," by either Party by notice may be commenced forty days prior to the termination of such original Contract.

Section 3. Notices. All notices required or permitted under this ARTICLE of the Contract shall be addressed in the case of the Company to the principal plant of the Company in Lititz, Pennsylvania.

This Agreement, made and entered into this 27<sup>th</sup> day of April, 2019, by and between Johnson & Johnson Consumer Products and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO · CLC, on Behalf Of Local 10-670 and to continue in effect through April 28, 2023.

<u>USW</u>	<u>USW-Local Union 10-670</u>	<u>Company</u>
_____ Thomas Conway President	_____ Tim Dunigan President	_____ Joe Strauss Head of ER/LR Americas
_____ John E. Shinn Secretary-Treasurer	_____ Curtis Krall Chief Shop Steward	_____ Jim McFadden Site Leader
_____ D.R. McCall Vice-President-Administration	_____ Lori Ceresini Committee Member	_____ Danielle Schultz Human Resources Manager
_____ Frederick D. Redmond Vice-President-Human Affairs	_____ Tim Duncan Committee Member	_____ Adam Aldred Business Unit Manager
_____ Bobby “Mac” McAuliffe Director-District 10	_____ Doug Peterman Committee Member	_____ Harry Barnes Project Manager
_____ Leroy A. Atwater, Jr. Staff Representative	_____ Tim Wagner Committee Member	_____ Trayce Farrell Sr. Specialist ER/LR
	_____ Jeff Keifer Committee Member	_____ Gino D’Aurizio Sr. Team Leader Facilities
		_____ Jasmine Lee Team Leader

**Wage Deduction Form**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL 10-670**  
AFL-CIO  
LOCAL UNION 10-670

Johnson & Johnson Consumers Products US  
400 W. Lincoln Ave  
Lititz, PA 17543

Date \_\_\_\_\_

You are hereby authorized and requested to deduct from wages due me following this authorization the amount of \_\_\_\_\_ for my initial fee(s), and in addition, on each succeeding pay day thereafter the amount of \$ \_\_\_\_\_ being my financial obligation, or such amount as may be hereafter established by the Union and become due to it, as my financial obligation to said Union. Such deductions are to continue for a period of one (1) year and thereafter on a year-to-year basis unless terminated by me, in writing, to the Company and to the Union not more than 15 calendar days prior to any anniversary date hereof. Current deductions shall be forwarded by the Company to the Union Officer designated by the Union, on or before the 10<sup>th</sup> of the month following the month in which the deductions were made.

\_\_\_\_\_  
WWID

\_\_\_\_\_  
Employee's Signature

Bumping rights shall be communicated to affected employees on a Bumping Rights Form approved by the Company and the Union.

**Waiver of Bumping Rights**

The undersigned employee is incapable of exercising his/her bumping rights due to either one (1) or both of the following reasons:

1. The lack of necessary skill(s) and/or ability(ies) and who cannot be readily trained within a 30 day calendar period.
2. Any physical limitation(s) and/or disability(ies) as supported by attached written notification from employees personal physician.

Due to the above reason(s), I understand that I will be placed on layoff and that my recall rights will be governed by the current labor agreement.

I further understand that the Company will not make contact with me, for any of the above listed position(s), unless I have informed them that my limitation(s), disability(ies) and/or ability to be trained is no longer in effect and that I would now be available for recall to the position(s) afforded to me.

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Employee's Signature

**Attendance Procedure**

It is understood that the following procedures have been agreed to:

Partial-day absence shall be charged as follows:

Absence	Days
Up to and including two (2) hours	¼
Over two (2) hours, up to and including four (4) hours	½
Over four (4) hours	1

<b>Absence (Twelve Hour Work Day)</b>	Days
Up to and including two (2) hours	¼
Over two (2) hours, up to and including six (6) hours	½
Over six (6) hours	1

Partial day absences will be limited to no more than four (4) incidents per attendance year. They would not be charged to the attendance record until a whole number has been accumulated.

Any partial day absence beyond the four (4) incidents would require supporting documentation or a charge of one (1) full-time/day would be charged to the employee's attendance record.

The warning procedure for failure to swipe your identification badge will be as follows:

One (1) verbal and three (3) failures to swipe your identification badge in a three (3) month period.

In discharge cases for four (4) written warnings, if two (2) of the four (4) warnings are lateness and failure to swipe your identification badge, a discharge in this case would not be automatic. In all other cases, the Company would review the employee's record to determine if a discharge is warranted.

Attendance warnings would be reviewed prior to issuance.

An employee's absence occurrence resulting from a certified and approved personal injury and/or illness lasting 30 or more consecutive days shall roll off an employee's record after six (6) months from the initial date of absence.

## **Substance Abuse Policy**

### **Policy Statement:**

Unlawful manufacturing, distribution, dispensing, possession or use of a controlled substance or alcohol in the work place as well as impairment on the job, or on Company property or premises, from the use of a controlled substance or alcoholic beverages is prohibited. Violation of any of these rules will subject an employee to various degrees of disciplinary action including discharge.

Alcoholism and drug addiction are treatable diseases and the Company will assist alcohol and/or drug dependent employees who are willing to follow a prescribed and approved rehabilitative process.

The entire Johnson & Johnson facility, including temporary employees, contractors and visitors are also to be substance free while on Company property or at Company functions.

### **I. Use of Alcohol and/or Drugs on Company Premises, at Company Functions and while Driving**

- A. Employees will not report to work while intoxicated nor will they operate machinery while under the influence of alcohol. Except when following a physician's advice, employees may not report to work under the influence of a drug nor may they bring drugs into the workplace.
- B. Employees using prescription drugs according to their physician's directions need to discuss with the Company Medical Department any job safety concerns they may have about the effects of such drugs.
- C. Employees may never drive on Company business while under the influence of alcohol and/or drugs. Employees assigned Company vehicles may never drive that vehicle while under the influence of alcohol and/or drugs.
- D. Employees may have alcohol in unopened containers locked properly stowed in trunk or hatch area while on Company property and will not be subject to discipline.
- E. No alcohol is permitted in the building at any time, nor exchanged as holiday gifts.

### **II. Alcohol Assessment or Drug Screening**

#### **Purpose**

To help ensure a safe, healthy, and productive work environment, the Company has implemented an alcohol assessment or drug screening program. A split urine drug testing specimen will be collected in accordance with the certified laboratory guidelines

#### **A. Drug Screening for Recalled Employees**

Recalled employees who have been on layoff for six (6) months or more will be required to undergo and pass a drug test before rejoining the Company. If the recalled employee fails the drug test, he/she will be required to show proof of completion of a rehabilitation program before being considered for re-employment.

#### **B. Random Drug Screening**

- 1. Periodic drug screening will be required as a condition of continued employment for all employees.
- 2. Drug screens for employees will be conducted on a random, unannounced basis, up to 15 tests per month. Employees who refuse to take the test will be terminated. A positive test will result in the process as outlined below:

- a. Employee is suspended during rehabilitation. Suspension will be for a minimum of five (5) working days. Time away from work will be paid in accordance with Weekly Disability Benefits.
- b. Employee cannot return to work unless confirmed as drug - free by the rehabilitation process and the Medical Consultant.
- c. Upon completion of rehabilitation, the employee may return to his/her current position and be subject to periodic re-test for two (2) years; frequency and duration to be determined by the rehabilitation process and the Medical Consultant. After two (2) years of periodic re-tests, the employee's name will return to the random pool. If the employee tests positive at any time within ten (10) years, after rehabilitation, he/she will be terminated, without Company benefits. After ten (10) years, he/she shall be given one (1) additional opportunity for rehabilitation.

### **C. Alcohol Assessment or Drug Screening For Reasonable Suspicion**

1. Employees who exhibit behavioral changes on the job and/or appear impaired in performing their job duties in an effective or safe manner (e.g., impairment of motor skills or speech, excessive belligerence, somnolence, disorientation or involvement in an unexplained accident) should be sent to the Company (or company-approved) healthcare provider for a medical evaluation.
2. All Supervisors and Union Stewards will be trained on how to recognize signs of impairment.
3. Supervisors should not attempt to diagnose or counsel the employee, but should focus only on the behavioral or performance impairment. The Medical Representative has the sole responsibility for all decisions relative to testing for alcohol or for drugs.
4. If the Medical Representative decides to test for drugs, the employee must sign a consent form. Employees refusing to sign or refusing the test will be terminated. A positive test would result in the process as outlined below.
5. In the case of alcohol, the Medical Representative makes a judgment as to the employee's condition and need for testing. If the Medical Representative decides to test for alcohol, the employee must sign a consent form. Employees refusing to sign or refusing the breath alcohol test will be terminated. If the employee disputes the healthcare provider's judgment or the results of the breath alcohol test, the employee's only recourse is a voluntary blood test for alcohol. A test above 0.04 will be considered a positive test and result in the process as outlined below.
  - i. Employee is suspended during rehabilitation. Suspension will be for a minimum of five (5) working days. Time away from work will be paid in accordance with Weekly Disability Benefits.
  - ii. Employee cannot return to work unless confirmed as drug free by the rehabilitation process and the Medical Consultant.
  - iii. Upon rehabilitation, the employee may return to his/her current position and be subject to periodic re-test for two (2) years; frequency and duration to be determined by the rehabilitation process and the Medical Consultant. After two (2) years of periodic re-tests, the employee's name would return to the random pool. If the employee tests positive at any time within the course of employment, after rehabilitation, he/she will be terminated without Company benefits. After ten (10) years, he/she shall be given one (1) additional opportunity for rehabilitation.

#### **D. Drug Screening as Part of Rehabilitative Process**

Following rehabilitation an employee is required to undergo periodic or randomly scheduled drug and/or alcohol screening. Failure to consent to this testing will be considered non-compliance with the recommended course of treatment and will result in termination of employment. Any positive results will also result in termination of employment.

All follow up tests required by the Company as part of the rehabilitation process will be paid for by the Company.

#### **E. Notification**

1. All employees will be informed of the Company's policies on alcohol and drug testing through such vehicles as written communications and new employee orientations.
2. All current employees subject to drug and alcohol testing (random/reasonable suspicion) will be asked to sign an appropriate consent form prior to undergoing a drug test. Failure to comply with the drug testing process will result in termination.

#### **F. Results of Alcohol Assessment or Drug Testing**

1. If the results of a random drug screen or an alcohol assessment or drug screen for reasonable suspicion are positive, in the absence of a reasonable explanation as judged by the Company (or Company-approved) physician, the employee will be referred to EAP for an appropriate rehabilitative process.
2. Whether the results of an alcohol assessment or drug screen are positive or negative, they will become a permanent part of the employee's medical record. In situations involving assessment or testing for cause, the physician will report positive results to EAP and the Medical Department.
3. For the purpose of this policy, validated adulterated drug test results constitute refusal to test and shall be treated as a positive test.

### **III. Alcohol and Drug Abuse Rehabilitation**

#### **A. Management Referrals**

Employees who exhibit questionable behavior which does not improve despite counseling from the supervisor and/or Human Resources can be referred to the Employee Assistance Program (EAP) by management where drugs and alcohol appear to be a contributing factor. Such referrals can be made a condition of employment by Human Resources and the supervisor jointly. Employees who have been referred to EAP by management and are diagnosed as having an alcohol and/or drug abuse problem will be given a reasonable opportunity for rehabilitation. Once offered, such rehabilitation will be considered mandatory and failure to cooperate with the treatment plan as prescribed by the EAP provider, will result in immediate termination of employment.

#### **B. Self Referrals**

Employees who identify themselves to Human Resources, Supervision, Health Services or EAP as having an alcohol and/or drug problem will also be given an opportunity for rehabilitation. An affected employee shall be provided an additional one (1) time opportunity to voluntarily disclose that he/she has abused a controlled substance(s) or alcohol while enrolled in the Drug Testing Program. This disclosure must be made prior to being notified that the employee is scheduled for a periodic re-test. A Voluntary Disclosure under this section shall be handled using the normal procedure for Voluntary Disclosure.



If an employee tests positive as a result of a periodic re-test or as a result of a voluntary disclosure after exhausting his/her additional one (1) time opportunity at any time within the two (2) year period defined in the section, Voluntary Disclosure, they will be terminated without Company benefits.

**C. Post Rehabilitation (Work Status)**

1. After rehabilitation, employees will return to work following a negative drug and alcohol test and clearance by the site Medical Representative.
2. Employees who have self disclosed that they have a substance abuse addiction and have undergone rehabilitation, and subsequently report that they again have a substance abuse addiction issue can seek rehabilitation one (1) additional time.

**D. Short-term Disability (Medical Leave of Absence) and Health Benefits**

Short-term disability (Medical Leave of Absence) is available to any employee who agrees to rehabilitation. Health benefits are available based on the health care plan elected by the employee.

**IV. Record Keeping and Confidentiality**

- A. Information regarding a prospective employee's use of controlled substances will not be released to anyone outside the Corporation except on the advice of the Corporate Law Department. Information regarding an existing employee's use of alcohol and/or drugs will be released outside the Corporation only as required in the rehabilitative process or upon advice of the Corporate Law Department. Internally, results will be made known only to those Company representatives who are involved in the decision making process. All information must be treated confidentially.
- B. All laboratory results will remain in the confidential medical charts of the appropriate Medical Services Department and will be retained as a permanent part of the medical records. A progress note should be entered in the medical chart detailing the disposition of each case.

This policy follows the United States Department of Transportation ("DOT") threshold and cutoff levels for drug testing. Note: Thresholds may change as DOT criteria change.

### **Tobacco-Free Policy**

The Company's workplace is Tobacco-free in accordance with the terms and provisions of the Johnson & Johnson Tobacco-Free Policy, as amended. The personal health hazards related to all tobacco products, which include but are not limited to, smoking (e.g. cigarettes, pipes, and cigars) and/or using smokeless tobacco (e.g. snuff, chew and electronic cigarettes) have been well documented. The health hazards related to smoking impact both the smoker and the nonsmoker who is exposed to second-hand smoke.

The Company's workplace policy prohibits tobacco use at all locations, including property, buildings, leased buildings, Company vehicles, and Company-sponsored functions.

The Company will provide smoking cessation programs (Live For Life/Wellness) to its employees during the life of this Agreement on the employee's own time.

Violations of the Company's Tobacco-free policy will be subject to progressive discipline up to termination.

**APPENDIX A – Military Leave Policy**

April 27, 2019

Tim Dunigan  
President, USW Local 670  
400 W. Lincoln Ave  
Lititz, PA 17543

Subject: MEMORANDUM OF AGREEMENT – MILITARY LEAVE POLICY

Dear Tim:

This Memorandum of Agreement pertaining to the Military Leave of Absence Policy (hereinafter referred to as the “MOA-MLOA”) is entered into this 27th day of April 2019, by and between Johnson & Johnson Consumer Products (hereinafter referred to as the “Company”) and the United Steelworkers Union Local 670 (hereinafter referred to as the “Union”) for and on behalf of the employees of the Company employed at the Company’s Lititz, PA facility and working under the Collective Bargaining Agreement between the Company and the Union, effective April 27, 2019.

In recognition of the contribution of Johnson & Johnson employees to our country, the Company has agreed to extend the terms and conditions of the Johnson & Johnson Military Leave Policy (US & Puerto Rico, Policy No. 5062) to USW, Local 670 employees working under the Collective Bargaining Agreement effective, April 27, 2019. All requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) will be followed.

It is understood and agreed that this MOA, as noted above, is applicable only to the Company’s Military Leave Policy. It is further agreed that this MOA shall set no precedent, nor shall it be used to prejudice any similar situation, past, present, or future between Johnson & Johnson and this or any other local, or this or any other Union. Nothing in this MOA shall be construed as modifying or changing, in any way, the Collective Bargaining Agreement.

All terms and conditions of this Policy are determined by the Company for all employees, and may be changed or eliminated by the Company at its sole discretion. The terms and conditions of this Policy, its scope, and any and all decisions of the Company with regard to the Policy, to include removing all Union Members from eligibility in the Policy, are not subject to the grievance and arbitration provisions of the Collective Bargaining Agreement. No grievance or arbitration shall be filed contesting this agreement, now or at any point, in the future, on behalf of any current or future Union member.

The parties understand and realize there may be administrative challenges during the launch and execution of this procedure to affected Company employees, including but not limited to the distribution of the appropriate pay and benefits to those involved in the worthy cause. In an effort to keep any such delays to a minimum, it is understood and agreed that the Union and those individual employees who will be covered by this agreement will cooperate in all regards and make the required documentation and information available without delay. It is also understood and agreed that, in the event a section of this MOA is found to be contrary to applicable law, such section shall not be applicable, performed or enforced except to the extent permitted.

Upon acceptance of this extension Agreement, the current “Appendix A – Military Leave Policy” shall be deleted from the Collective Bargaining Agreement, and the Johnson & Johnson Military Leave Policy (US & Puerto Rico, Policy No. 5062) shall be renewed for eligible members of USW Local 670.

REVIEWED, ACCEPTED AND AGREED TO:

FOR THE UNION

\_\_\_\_\_  
Tim Dunigan, President, USW Local 670

FOR THE COMPANY

\_\_\_\_\_  
Joe Strauss, ER/LR Leader

\_\_\_\_\_  
Leroy Atwater, USW Staff Representative

\_\_\_\_\_  
Jim McFadden, Plant Manager

### **APPENDIX B – Team Participation**

This letter confirms our understanding regarding employee participation in teams. The Union and Company recognize the importance of teams, and to ensure the continuity of teams and employee engagement the parties support the scheduling of affected employees during overtime hours to participate in team initiatives. To this end, overtime rosters will not be required for overtime opportunities involving team initiatives.

### **APPENDIX C - Information Asset and Protection Policy**

Pursuant to our discussions surrounding the Johnson and Johnson Information Asset Protection Policies (IAPPs), the Company and Union have agreed to the following terms:

1. The Union agrees to encourage employees in the Bargaining Unit to attend training, read materials, and sign the acknowledgement document.
2. Like any other mandatory cGMP training, the Union recognizes refusals to sign this document as just or proper cause for the Company to suspend and/or assess a penalty up to and including termination of employment.
3. By signing the acknowledgement document, the user does not waive any of the rights under the Collective Bargaining Agreement, including but not limited to the following:
  - a. Covered employees have a right to file a grievance and/or seek arbitration in accordance with Article 28, Grievance Procedure for alleged violations of this policy.
  - b. Covered employees must comply with Company procedures and requirements for training of this policy and verify training by signing the acknowledgement document.
4. The Company retains the right to update, change, and/or terminate this policy at any time, and require employees to sign the acknowledgement document as a condition of employment.
5. The Company shall continue its practice of notifying the Union of policy changes affecting Bargaining Unit employees agree to the terms of this Letter of Understanding.
6. A copy of the Johnson and Johnson IAPP is available for review.

**APPENDIX D –24/7 Shift Schedule**

Should a conflict in contractual language occur with regard to administration of the hours, wages, or working conditions for employees covered under the 24/7 Shift Schedule, the provisions outlined in this Appendix prevail.

**Section 1.** Impacted Lines

The following are subject to this provision:

- 304
- 312
- 361
- 362
- Maintenance and warehouse supporting the above areas
- Personal Care: any new lines/platforms or new product introduction to current lines/platforms.

The aforementioned lines/platforms will transition to this schedule at the Company’s discretion. Introduction of this shift schedule for any other areas other than what has been outlined herein must be mutually agreed upon on between the Union and Company

**Section 2.** **Job Bidding**

To reduce variability in the operations, employees bidding into or hired into affected job classifications/shifts will be required to maintain this alternative shift schedule for a minimum period of 12 months.

**Section 3.** **Payroll week**

The payroll week shall be defined as Monday through Sunday.

**Section 4.** **Hours of Operation**

Employees on the assigned crews are scheduled as follows:

24/7 SHIFT SCHEDULE							
Day	M	T	W	Th	F	S	S
CREW	A	A	A	OFF			A
	OFF			C	C	C	C
	OFF			D	D	D	B
	B	B	B	OFF			D

- Crew A Monday-Wednesday 6 am-6:05 pm/Sunday 6 am-12:05 pm
- Crew B Monday-Wednesday 6 pm-6:05 am/Sunday 6 pm- 12:05 am
- Crew C Thursday-Saturday 6 am-6:05 pm/Sunday 12 pm-6:05 pm
- Crew D Thursday-Saturday 6 pm -6:05 am/Monday 12 am-6:05 am

**Section 5.** **Breaks**

Break periods for a twelve (12) hour shift is as follows:

Crew	Break	Hours
A&C	First	8 a.m. – 8:10 a.m.
	Second	10 a.m. – 10:10 a.m.
	Lunch	12 p.m. – 12:24 p.m.
	Third	2 p.m. – 2:10 p.m.
	Fourth	4 p.m. – 4:10 p.m.
B & D	First	8 p.m. – 8:10 p.m.
	Second	10 p.m. – 10:10 p.m.
	Lunch	12 a.m. – 12:24 a.m.
	Third	2 a.m. – 2:10 a.m.
	Fourth	4 a.m. – 4:10 a.m.

Break periods for a six (6) hour shift is as follows:

<b>Crew</b>	<b>Break</b>	<b>Hours</b>
<b>A</b>	First	8 a.m. – 8:10 a.m.
	Second	10 a.m. – 10:10 a.m.
<b>B</b>	First	8 p.m. – 8:10 p.m.
	Second	10 p.m. – 10:10 p.m.
<b>C</b>	First	2 p.m. – 2:10 p.m.
	Second	4 p.m. – 4:10 p.m.
<b>D</b>	First	2 a.m. – 2:10 a.m.
	Second	4 a.m. – 4:10 a.m.

Three (3) minute walk time to and from each break/lunch will be allowed. Breaks will be coordinated in order to prevent operational disruption. Employees may not combine breaks or meal periods and may not come in late or leave early in lieu of taking a break or meal period (exceptions to this must be approved by a Supervisor).

**Section 6.** **Sick Pay**

Sick pay is computed using hours and shall be utilized per hour of scheduled work missed. Employees working the 24/7 Shift Schedule have a total of 40 sick pay hours per year. Employees who have attained 30 years of service shall be granted 50 sick pay hours per year. Other than provisions outlined herein, sick pay shall be paid in accordance with the pay provisions outlined in the Collective Bargaining Agreement.

**Section 7.** **Weekly Disability Benefit**

An employee who is normally scheduled to work a 24/7 Shift Schedule, under normal circumstances, is eligible to receive Weekly Disability Benefits, in accordance with the Summary Plan Description. An eligible employee will receive Weekly Disability Benefits following a waiting period of three (3) scheduled working days. An employee shall exhaust his/her sick pay days to cover the absences, if available. Following the waiting period, the employee must utilize the Weekly Disability Benefits equating to 80% of his/her basic straight time weekly pay, excluding shift differential, calculated on a 40-hour work week schedule.

**Section 8.** **Bereavement Pay**

Days missed due to approved bereavement are paid at 12 hours per day not to exceed 36 total hours per bereavement instance for immediate family members as defined as mother, father, (in the case of mother and father, the employee must select either blood parents, foster parents, or step parents), husband, wife, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, the parents of a domestic partner, stepchildren, and domestic partner. Domestic partner shall be defined in accordance with the J&J Health Plan. Twelve (12) hours per bereavement instance will be allotted for daughter-in-law, son-in-law, sister-in-law, brother-in-law, daughter, son, brother or sister of a domestic partner, aunts, uncles, and parents not designated as immediate family. Other than provisions outlined herein, bereavement shall be paid in accordance with the pay provisions outlined in the Collective Bargaining Agreement.

**Section 9.** **Holidays**

**Holidays Observed**

Employees will receive six (6) – twelve (12) hour holidays and one (1) – six (6) hour holiday in a calendar year (in addition to Personal Holidays (see Section 10 of this Appendix).

The following holiday schedule will be in effect for A and B crews:

2019 <sup>1</sup>	
Holiday	Date Observed
Labor Day	Monday September 2, 2019
Christmas Eve	Tuesday, December 24, 2019
Christmas	Wednesday December 25, 2019
New Years' Eve	Tuesday December 31, 2019
Two (2) Personal Holidays	A maximum of two personal holidays can be scheduled for the 2019 calendar year.
<i><sup>1</sup> Assumes transition to 24/7 shift following July 4, 2019</i>	

2020	
Holiday	Date Observed
New Years' Day	Wednesday, January 1, 2020
Presidents' Day	Monday, February 17, 2020
Easter (6 hours)	Sunday, April 12, 2020
Memorial Day	Monday, May 25, 2020
Labor Day	Monday, September 7, 2020
Two (2) Personal Holidays	
Two (2) Floating Holidays	

2021	
Holiday	Date Observed
Martin Luther King Day	Monday, January 18, 2021
Presidents' Day	Monday, February 15, 2021
Easter (6 hours)	Sunday, April 4, 2021
Memorial Day	Monday, May 31, 2021
Independence Day	Monday, July 5, 2021
Labor Day	Monday, September 6, 2021
Two (2) Personal Holidays	
One (1) Floating Holiday	

2022	
Holiday	Date Observed
Martin Luther King Day	Monday, January 17, 2022
Presidents' Day	Monday, February 21, 2022
Easter (6 hours)	Sunday, April 17, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 4, 2022
Labor Day	Monday, September 5, 2022
Christmas (6 hours)	Sunday, December 25, 2022
Six (6) hours – Floating Holiday	
Two (2) Personal Holidays	

2023	
Holiday	Date Observed
Martin Luther King Day	Monday, January 16, 2023
Presidents' Day	Monday, February 20, 2023
Easter (6 hours)	Sunday, April 9, 2023
Two (2) Personal Holidays	



The following holiday schedule will be in effect for C and D crews:

2019 <sup>1</sup>	
Holiday	Date Observed
Thanksgiving	Thursday, November 28, 2019
Thanksgiving Friday	Friday, November 29, 2019
Two (2) Personal Holidays	A maximum of two personal holidays can be scheduled for the 2019 calendar year.
Two (2) Floating Holidays	
<sup>1</sup> Assumes transition to 24/7 shift following July 4, 2019	

2020	
Holiday	Date Observed
Easter (6 hours)	Sunday, April 12, 2020
Independence Day	Saturday, July 4, 2020
Thanksgiving	Thursday, November 26, 2020
Thanksgiving Friday	Friday, November 27, 2020
Christmas Eve	Thursday, December 24, 2020
Christmas	Friday, December 25, 2020
New Years' Eve	Thursday, December 31, 2020
Two (2) Personal Holidays	

2021	
Holiday	Date Observed
New Years' Day	Friday, January 1, 2021
Easter (6 hours)	Sunday, April 4, 2021
Thanksgiving	Thursday, November 25, 2021
Thanksgiving Friday	Friday, November 26, 2021
Christmas Eve	Friday, December 24, 2021
Christmas Day	Saturday, December 25, 2021
New Years' Eve	Friday, December 31, 2021
Two (2) Personal Holidays	

2022	
Holiday	Date Observed
New Years' Day	Saturday, January 1, 2022
Easter (6 hours)	Sunday, April 17, 2022
Thanksgiving	Thursday, November 24, 2022
Thanksgiving Friday	Friday, November 25, 2022
Christmas Eve	Saturday, December 24, 2022
Christmas (6 hours)	Sunday, December 25, 2022
New Years' Eve	Saturday, December 31, 2022
Two (2) Personal Holidays	
Six (6) hours - Floating Holiday	

2023	
Holiday	Date Observed
New Years' Day	Sunday, January 1, 2023
Easter (6 hours)	Sunday, April 9, 2023
Two (2) Personal Holidays	

In the event an annual holiday schedule does not reflect all of the eligible holidays, the balance of the unscheduled holiday(s) will be transitioned to (a) floating holiday(s). A floating holiday must

be taken in a full day increment (unless a full day increment is not available) and be scheduled in accordance with the vacation scheduling practices.

**Section 10.**      **Personal Holidays**

Employees on the 24/7 Shift Schedule will receive two (2) Personal Holidays per calendar year (max. 24 hours). Personal Holidays will be paid at 12 hours per full day and six (6) hours per half day. Half day personal holidays would be taken in six (6) hour increments. Other than this change, all other aspects of personal holidays will follow the provisions of the contract, and/or other supplementary agreements documented by the Union and Company.

**Section 11.**      **Tardy & Attendance**

Tardy and attendance policies shall follow the existing rules and parameters.

**Section 12.**      **Service Recognition**

Employees on this 24/7 Shift Schedule who have attained 25 years of service will be granted one (1) service recognition day off per year. Eligible employees have the option to take on an annual basis or accumulate to 36 hours in number and then take as a service recognition week. Employees on 24/7 Shift Schedule may not accumulate more than 36 hours service recognition days at a time. Service recognition days are to be paid at 12 hours per day. Other than provisions outlined herein, the service recognition day shall be paid in accordance with the pay provisions outlined in the Collective Bargaining Agreement.

**Section 13.**      **Vacation**

Employees on 24/7 Shift Schedule will have their vacation days converted to hours. Those total hours will then be divided by 12 to calculate the number of vacation days that they will have to use. For example: an employee with 20 vacation days would receive 13.33 days on 24/7 Shift Schedule,  $20 \times 8 = 160$  vacation hours/ $12$  hours per vacation day = 13.33 vacation days. Vacation hours/pay will be taken commensurate with the employee's scheduled hours (e.g. 12 hours of vacation used to cover an employee's 12 hour shift and six (6) hours of vacation used to cover an employee's six (6) hour shift).

This same system will be used to calculate any remaining vacation days for an employee who, in the course of a vacation year, transfers either in or out of the 24/7 Shift Schedule. The vacation days remaining would be multiplied by the amount of hours per day from the shift they are leaving and then divided by the number of hours per day from the shift to which they are going to come up with the number of days remaining.

Example 1: An employee is working on the 24/7 Shift Schedule and has six (6) vacation days remaining. The employee then moves to a regular shift. They would now have nine (9) full days of vacation [ $6 \times 12 = 72$  hours/ $8 = 9$  days].

Example 2: An employee is working on a normal shift and has nine (9) vacation days left. The employee then transfers to the 24/7 Shift Schedule. They would now have six (6) days of vacation. [ $9 \times 8 = 72$  hours/ $12 = 6$  days].

Any partial days received by this method must be taken at either the beginning or end of one's shift.

Employees who transfer from a normal shift to the 24/7 Shift Schedule are made aware of the fact that they may have to change vacation. This change will not be counted as one (1) of the ten (10) changes allowed per vacation year.

**Section 14.**      **Payroll and Shift Premium**

Employees on the 24/7 Shift Schedule will be paid for hours worked. Employees on the 24/7 shift schedule receive a premium of 5% per hour added to his/her basic hourly rate of pay. Other than outlined herein, shift premium pay shall be paid in accordance with the provisions outlined in the Collective Bargaining Agreement.

**Section 15.**      **Overtime**

Overtime in the amount of one and one-half times an employee's straight time hourly rate will be paid when hours worked are in excess of 40 hours in accordance with the Payroll Week, referenced

above. Sunday will be paid at double time after the 40 hour requirement has been met. Article 8, Section 5a does not apply to the 24/7 Shift Schedule Agreement.

**Section 16.**

**Allocation of Work**

- a) The Company will eliminate the use of jump lines in lieu of the temporary transfer provisions.
- b) In the event an employee is temporarily transferred when a move sheet is generated, the affected employee(s) shall assume the schedule and pay provisions of the department for which he/she has been transferred.
- c) The East Wing mixing shall be incorporated into the PC1 area.

**Section 17.**

**Reduction Clause**

For areas reflected in this Appendix, the Company reserves the right to maintain the alternative shift schedule, however, when reduction of positions are required due to circumstances such as loss of products or declining sales, the Company will make every attempt to first reduce such jobs from the Alternate shifts provided that said reductions correspond with business/operational demands in these areas.

**Section 18.**

**Non-Precedent Clause**

It is not the intent of the Parties to limit the Company in the establishment of other shifts which might not fall within the normal hours of work, if the Company deems it necessary. As outlined in the current Collective Bargaining Agreement, the Company will advise and discuss with the Chief Steward any changes in starting times. The burden of proof shall be upon the Company in showing the need and/or necessity of establishing the unusual shift hours and whether it pertains to production requirements or other unusual circumstances.

## **APPENDIX E –Weekend Shift Agreement for Operating Engineers**

Should a conflict in contractual language occur regarding the administration of the hours, wages, or working conditions for employees covered under the Weekend Shift Agreement for Operating Engineers, the provisions outlined in Appendix E prevail.

**Shift Schedule:** The schedule for employees assigned to the Weekend Shift Agreement for Operating Engineers will be 12-hour shifts. Shift A will operate from 6 a.m. to 6:05 p.m. on Friday, Saturday, Sunday. Shift B will operate from 6 p.m. to 6:05 a.m. on Friday, Saturday, Sunday.

**Breaks:** All employees shall be granted a total of two (2) – ten (10) minute breaks during the first six (6) hours of their shift and the last six (6) hours of their shift. Employees shall be entitled to 24 minutes for lunch. Scheduling of breaks will be at the discretion of the Company. Three (3) minutes of travel time to and three (3) minutes from lunch and each break will be allowed. Employees may not combine breaks or meal periods and may not come in late or leave early in lieu of taking a break or meal period (exceptions to this must be approved by a Supervisor).

**Payroll/Shift Premium:** Employees on this shift will be paid for hours worked. Employees on this shift receive a premium of 5% per hour added to his/her basic hourly rate of pay for hours worked. Other than outlined herein, shift premium pay shall be paid in accordance with the provisions outlined in the Collective Bargaining Agreement.

**Overtime:** Overtime in the amount of one and one-half times an employee's straight time hourly rate will be paid when hours worked are in excess of 36 hours per week. The seventh day (Thursday) of the employee's normally scheduled work week shall be paid at two (2) times the straight time hourly rate, provided he/she has worked 36 hours in his/her work week.

**Tardy & Attendance:** Tardy and attendance policies shall follow the existing rules and parameters.

**Vacation:** Employees on this shift will have their vacation days converted to hours. Those total hours will then be divided by 12 to calculate the number of vacation days that they will have to use (for example: an employee with 20 vacation days would receive 13.33 days on this shift,  $20 \times 8 = 160$  vacation hours/12 hours per vacation day = 13.33 vacation days). For each whole day vacation taken on this shift, an employee will receive 12 hours pay.

This same system will be used to calculate any remaining vacation days for an employee who, in the course of a vacation year, transfers either in or out of this shift schedule. The vacation days remaining would be multiplied by the amount of hours per day from the shift they are leaving and then divided by the number of hours per day from the shift to which they are going to come up with the number of days remaining.

Example 1: An employee is working on the Weekend Shift Agreement for Operating Engineers and has six (6) vacation days remaining. The employee then moves to a regular shift. They would now have nine (9) full days of vacation [ $6 \times 12 = 72$  hours/8 = 9 days].

Example 2: An employee is working on a normal shift and has nine (9) vacation days left. The employee then transfers to the Weekend Shift Agreement for Operating Engineers. They would now have six (6) days of vacation. [ $9 \times 8 = 72$  hours/12 = 6 days].

Any partial days received by this method must be taken at either the beginning or end of one's shift.

Employees who transfer from a normal shift to this schedule are made aware of the fact that they may have to change vacation. This change will not be counted as one (1) of the ten (10) changes allowed per vacation year.

**Service Recognition:** Employees on this shift who have attained 25 years of service will be granted one (1) service recognition day off per year. Eligible employees have the option to take on an annual basis or accumulate to 36 hours in number and then take as a service recognition week. Employees on this shift may not accumulate more than 36 hours service recognition days at a time. Service recognition days are to be paid at 12 hours per day. Other than outlined herein, service recognition pay shall be paid in accordance with the provisions outlined in the Collective Bargaining Agreement.

**Sick Pay:** Sick pay is computed using hours. A 12-hour day missed uses 12 hours of sick pay. All employees have a total of 40 sick pay hours per year. Employees who have attained 30 years of service shall be granted 50 sick pay hours per year. Other than outlined herein, sick pay shall be paid in accordance with the provisions outlined in the Collective Bargaining Agreement.

**Weekly Disability Benefit:** An employee who is normally scheduled to work this shift, under normal circumstances, is eligible to receive Weekly Disability Benefits, in accordance with the Summary Plan Description. An eligible employee will receive Weekly Disability Benefits following a waiting period of five (5) scheduled working days. An employee shall exhaust his/her sick pay days to cover the absences, if available. Following the waiting period, the employee must utilize the Weekly Disability Benefits equating to 80% of his/her basic straight time weekly pay, excluding shift differential.

**Bereavement Pay:** Days missed due to approved bereavement are would be paid at 12 hours per day, excluding shift differential, not to exceed 36 total hours per bereavement instance for immediate family members as defined as mother, father, (in the case of mother and father, the employee must select either blood parents, foster parents, or step parents), husband, wife, son, daughter, brother, sister, grandparents, grandchildren, mother-in-law, father-in-law, the parents of a domestic partner, stepchildren, and domestic partner. Domestic partner shall be defined in accordance with the J&J Health Plan. Twelve (12) hours per bereavement instance will be allotted for daughter-in-law, son-in-law, sister-in-law, or brother-in-law, daughter, son, brother or sister of a domestic partner, aunts, uncles, and parents not designated as immediate family. Other than outlined herein, bereavement pay shall be paid in accordance with the provisions outlined in the Collective Bargaining Agreement.

**Personal Holidays:** Employees on this shift will receive two (2) Personal Holidays per calendar year (max. 24 hours). Personal Holidays will be paid at 12 hours per full day and six (6) hours per half day. Half day personal holidays would be taken in six (6) hour increments. Other than this change, all other aspects of personal holidays would follow the provisions of the contract, and/or other supplementary agreements documented by the Union and Company.

**Holidays:** The following holiday schedule will be in effect for the Alternate and Weekend Shift Agreement:

<b>2019</b>		
<b>Holiday Observed</b>	<b>Date Observed</b>	
	<b>4<sup>th</sup> Shift</b>	<b>5<sup>th</sup> Shift <sup>1</sup></b>
Memorial Day	Sunday, May 26, 2019	Monday, May 27, 2019
Labor Day	Sunday, September 1, 2019	Monday, September 2, 2019
Thanksgiving	Friday, November 29, 2019	Saturday, November 30, 2019
Thanksgiving	Saturday, November 30, 2019	Sunday, December 1, 2019
Two (2) Personal Holiday	A maximum of two (2) personal holidays can be scheduled for the 2019 calendar year.	
	<sup>1</sup> Shift start time begins on prior day	

<b>2020</b>		
<b>Holiday Observed</b>	<b>Date Observed</b>	
	<b>4<sup>th</sup> Shift</b>	<b>5<sup>th</sup> Shift <sup>1</sup></b>
Easter	Sunday, April 12, 2020	Monday, April 13, 2020
Memorial Day	Sunday, May 24, 2020	Monday, May 25, 2020
Independence Day	Saturday, July 4, 2020	Sunday, July 5, 2020
Labor Day	Sunday, September 6, 2020	Monday, September 7, 2020
Thanksgiving	Friday, November 27, 2020	Saturday, November 28, 2020
Christmas	Friday, December 25, 2020	Saturday, December 26, 2020
Two (2) Personal Holiday		
	<sup>1</sup> Shift start time begins on prior day	

<b>2021</b>		
<b>Holiday Observed</b>	<b>Date Observed</b>	
	<b>4<sup>th</sup> Shift</b>	<b>5<sup>th</sup> Shift <sup>1</sup></b>
Easter	Sunday, April 4, 2021	Monday, April 5, 2021
Memorial Day	Sunday, May 30, 2021	Monday, May 31, 2021
Independence Day	Sunday, July 4, 2021	Monday, July 5, 2021
Labor Day	Sunday, September 5, 2021	Monday, September 6, 2021
Christmas Eve	Friday, December 24, 2021	Saturday, December 25, 2021
Christmas Day	Saturday, December 25, 2021	Sunday, December 26, 2021
Two (2) Personal Holiday		
	<sup>1</sup> Shift start time begins on prior day	

<b>2022</b>		
<b>Holiday Observed</b>	<b>Date Observed</b>	
	<b>4<sup>th</sup> Shift</b>	<b>5<sup>th</sup> Shift <sup>1</sup></b>
Easter	Sunday, April 17, 2022	Monday, April 18, 2022
Memorial Day	Sunday, May 29, 2022	Monday, May 30, 2022
Labor Day	Sunday, September 4, 2022	Monday, September 5, 2022
Thanksgiving	Friday, November 25, 2022	Saturday, November 26, 2022
Christmas Eve	Saturday, December 24, 2022	Sunday, December 25, 2022
Christmas	Sunday, December 25, 2022	Monday, December 26, 2022
Two (2) Personal Holiday		
	<sup>1</sup> Shift start time begins on prior day	

2023		
Holiday Observed	Date Observed	
	4 <sup>th</sup> Shift	5 <sup>th</sup> Shift <sup>1</sup>
Easter	Sunday, April 9, 2022	Monday, April 10, 2023
Two (2) Personal Holiday		
	<sup>1</sup> Shift start time begins on prior day	

**Non-Precedent Clause:** It is not the intent of the Parties to limit the Company in the establishment of other shifts which might not fall within the normal hours of work, if the Company deems it necessary. As outlined in the current Collective Bargaining Agreement, the Company will advise and discuss with the Chief Steward any changes in starting times. The burden of proof shall be upon the Company in showing the need and/or necessity of establishing the unusual shift hours and whether it pertains to production requirements or other unusual circumstances.

**APPENDIX F – Extension of Recall Rights During a Layoff Form**

**Extension of Recall Rights During a Layoff Form**

DATE:  
NAME:  
ADDRESS:  
HIRE DATE:  
LAYOFF DATE:  
YEARS of SERVICE:

- If a member of USW Local 670 is laid off and at the time of such layoff had one (1) year of active service but less than three (3) years of active service, they must notify the Company before the expiration of the 1<sup>st</sup> year of layoff, by Certified or Registered Mail, of his/her further availability for work. Recall rights would then be calculated at 18 months from the date of layoff.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

- If a member of USW Local 670 is laid off and at the time of such layoff had three (3) or more years of active service, they must notify the Company before the expiration of the 1<sup>st</sup> year of layoff, by Certified or Registered Mail, of his/her further availability for work. Recall rights would then be calculated at 24 months from the date of layoff.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**APPENDIX G – Full-Time Union Representative**

Pursuant to our discussion regarding the provision of one (1) Company paid Union position, the parties have stipulated and agreed as follows:

1. The Company shall provide one (1) full-time, Company paid Union position during the term of the Collective Bargaining Agreement. The Company shall review and assess the placement of this position annually to determine if the position will be extended or discontinued in the future.
2. The Program may be discontinued at any time during the calendar year if either party gives 60 days advance notice, in writing, to the other party of its intent to terminate the Program.
3. The Union will recommend filling a vacancy in the Company paid Union position with an elected official of the Union. Should the Company not agree with the recommendation, and should the Company and Union not otherwise agree on a suitable candidate, the Company shall discontinue the position.
4. The Company and Union agree to establish a joint committee to develop, design, and review general guidelines, expectations, and role responsibilities for this position.
5. The full-time position will be normally assigned to first shift.
6. The incumbent will be required to adjust his/her hours of work from time to time, sometimes with short notice.
7. The incumbent shall report their time/daily hours of work to the Company using a mutually agreed upon timesheet, or by swiping the normal timeclock from the employee’s home department.
8. All overtime hours work must be approved by the Company in advance of working such overtime.
9. This Agreement and/or the related provision under Article 9, Section 1 shall not be subject to the grievance and arbitration process of the Collective Bargaining Agreement.

The following includes, but is not limited to, the type of support/responsibilities for review and consideration by the joint committee:

<ul style="list-style-type: none"> <li>• Represent Union members in grievance process</li> <li>• Administer grievance process (ie: ERMS, AskGS, prepare reports, etc.)</li> <li>• Represent employees/Union (CBA administration &amp; other terms and conditions of employment)</li> <li>• CBA Administration (Job bidding, EH&amp;S, Union Dues, etc)</li> <li>• New Hire Orientation (Hourly and Salary)</li> <li>• Assist in interviews for open positions</li> <li>• Assist in job testing processes</li> <li>• Coordinate and schedule meetings</li> <li>• Oversee officers and stewards</li> <li>• Assist in correcting contractual violations</li> <li>• Assist in managing conflicts among members</li> <li>• Assist in planning events</li> </ul>	<ul style="list-style-type: none"> <li>• Assist in resolving payroll concerns</li> <li>• Assist in benefit questions and concerns               <ul style="list-style-type: none"> <li>○ Medical/Dental</li> <li>○ Retirement, 401K</li> </ul> </li> <li>• Attend meetings (examples)               <ul style="list-style-type: none"> <li>○ Operations &amp; Staffing</li> <li>○ Medical</li> <li>○ Labor Management</li> <li>○ HR</li> <li>○ Credo</li> <li>○ EH&amp;S</li> </ul> </li> <li>• Respond to calls/messages</li> <li>• Participate on committees and teams</li> <li>• Support training initiatives</li> <li>• Administration of union dues processing</li> <li>• Support multi shift operation</li> <li>• Support and assist in the transfer/bumping processes</li> <li>• Update department rosters</li> </ul>
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**APPENDIX H – Travel / Wages and Expenses for Bargaining Unit**

Should a bargaining unit employee be required to travel for business, compensation will be in accordance with the Fair Labor Standards Act. Compensable travel time and hours worked while traveling shall be paid at the applicable rate(s) set forth in this Agreement.

Hours worked at destination facility will be paid at the employee’s applicable hourly rate for the employee’s classification.

Prior to traveling, the employee shall secure approval from his/her supervisor, as well as provide the time normally spent commuting between home and the regular worksite (Commuting Time). While traveling, the employee shall record the number of hours worked at the end of each day.

The supervisor responsible for the employee shall validate the number of hours worked, including overtime. For purposes of this calculation, employees and supervisors should review and follow the Travel Time Pay Policy – US/PR (Policy #5059).

Meals and eligible expenses will be paid for by the Company, consistent with the travel guidelines outlined Global Travel, Meetings and Expense Policy in effect for approved travel on Company business. Receipts are required for reimbursement of all expenses incurred by bargaining unit employees, and the following limits shall apply:

**Business Meals on Overnight Travel**

The below listed amounts are to serve as guidelines to be spent per meal. Meals in excess of the following amounts on a per person basis are considered excessive and will require an explanation when completing your expense report.

Individual Meals	USD
Breakfast	\$ 25.00
Lunch	\$ 35.00
Dinner	\$ 65.00
Snack	\$ 15.00

All meals should be charged on the Corporate Card whenever possible

**Business Meals & Entertainment Expenses**

All entertainment expenses must be in compliance with the Corporate Healthcare Compliance Policy and Global Travel, Meetings, and Expense Policy, as amended.

All entertainment expenses shall be reported properly on the expense report form and described in detail in the appropriate section. Entertainment in excess of \$125/guest is considered excessive and requires an explanation and/or repayment.

- a. The amount of the expenditure supported by appropriate receipts as described above.
- b. The time (breakfast, lunch and dinner), date, and place (restaurant and city) the expenditure was incurred.
- c. The name, company and title of all individuals who participated in the business meal and discussion, including employees.
- d. The nature and reason for the business discussion. In the case of a business meal that

precedes or follows a substantial business discussion, please indicate how the expense was associated with the active conduct of business.

Bargaining unit employees shall not be reimbursed for expenses that are not supported by receipts, or that do not comply with these limits. Entertainment and other charges, such as in-room movies are not reimbursable. If an employee has a question as to whether an expense is reimbursable, he/she should ask a supervisor before incurring the expense.

The Company will determine the selection of the employee(s) assigned to travel, considering qualifications, demonstrated expertise, ability and willingness to travel.

**MEMORANDUM OF AGREEMENT – Ratification Bonus**

All regular, full-time, active bargaining unit members (excluding employees on long-term disability and layoff) covered by this Agreement on April 27, 2019 will receive a one-time payment of \$2,500.00 (less applicable withholdings and deductions) provided this Agreement is ratified on or before April 27, 2019.

This payment will be made to eligible employees no later May 31, 2019.

### **SUPPLEMENTAL – Job Descriptions**

In addition to the respective job descriptions for an employee's job classification, all employees are expected to:

- Adhere to all applicable guidelines, policies and procedures, as well as current Good Manufacturing Practices (cGMPs) and all SOPs.
- Perform general and detailed housekeeping duties in accordance with cGMP requirements and to maintain overall plant cleanliness.
- Adhere to compliance training for the respective classification.

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