

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN



United Steel, Paper and Forestry, Rubber, Manufacturing, Energy,

Allied Industrial and Service Workers International Union,

A.F.L. - C.I.O.

Lititz, Pa.

Local 10-670

AND





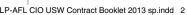
McNeil-PPC Inc. and Johnson & Johnson CLS

Lititz, Pa.

April 26, 2013 - April 26, 2019









Subject	Page
Agreement	1
Purpose	1
Article 1: Recognition	
Article 2: Management Rights	2
Article 3: Union Security	2
Article 4: Employee Dues Authorization	3
Article 5: Right of Visitation.	4
Article 6: Union Insignia	
Article 7: Right of Supervisors to Work	
Article 8: Hours of Work and Overtime	
Daily Schedules	
Modified Pilot Program	
Overtime Parameters	
Day Light Savings	
Article 9: Notice to Chief Steward	9
Article 10: Seniority	10
Seniority Defined	10
Units Defined	
Transfers from Other Locations	13
Bumping and Layoff	15
Recall	17
Job Bidding	17
Transfers / Demotions / Promotions	19
Probationary Employees	
Qualifications	23
No Pay No Charge	25
Article 11: Craft Apprentice Training Program	
Article 12: Procedure for Employees Injured on the Job	
Article 13: Rotations	28
Article 14: Payment of Wages	
Article 15: Shift Differentials	
Article 16: Recall Pay	29
Article 17: Reporting Pay	30
Article 18: Break Periods	
Article 19: Uniforms	
Article 20: Holidays	
Holiday Schedules	
Personal Holidays	
Pay Conditions	36







Page

Subject

Article 21: Vacations	37
Entitlement	
Payout	39
Scheduling	40
Accrual	41
Article 22: Service Recognition	
Article 23: Bereavement Pay	
Article 24: Jury Duty	43
Article 25: Leave of Absence	
Personal Leave	
Emergency Leave	45
Family Leave	45
Union Business	45
Article 26: Health and Safety	47
Article 27: Bulletin Boards	48
Article 28: Grievance Procedure	48
Article 29: Paid Absence for Employee Illness	51
Sick Notes	51
Sick Leave Allowance	51
Workers Compensation	53
Article 30: Employee Visits to Company Medical Consultant	54
Article 31: Benefits	54
Article 32: Job Descriptions	55
Article 33: Periodic Physical Examinations	56
Article 34: Union Meeting Dates	
Article 35: Severance Pay	57
Article 36: Wages	
Article 37: Subcontracting	59
Article 38: Joint Policy on Equal Opportunity	60
Article 39: Guarantee of Contract	60
Article 40: Project Assembler	61
Article 41: Termination	62
Job Assignment Procedures	
Generalist	64
Mixer	64
Union Dues Authorization	66
Bumping Rights Form	67
Attendance Procedure	68
Substance Abuse Policy	69
Schedule A	
Tobacco Free Policy	
Schedule B Wages	







AGREEMENT

The Collective Bargaining Agreement, hereinafter called the Agreement, entered into this 26th day of APRIL, 2013, between MCNEIL-PPC, INC. & J&J Customer & Logistics Services, 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 UNIT-ED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, A.F.L. – C.I.O., and its LOCAL UNION NO. 10670, 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 McNeil-PPC, Inc. & J&J Customer & Logistics Services 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 McNeil-PPC, Inc. & J&J Customer & Logistics Services 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.

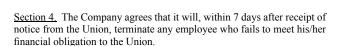
ARTICLE 3 **Union Security**

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.





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

<u>Section 6.</u> 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

<u>Section 1.</u> 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 5 days or more in a month.

<u>Section 2.</u> The Company shall forward the aggregate sum deducted to the SecretaryTreasurer of USW Local 10670, or his/her designee, on or before the 10th 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.

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

<u>Section 4.</u> 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.



An International Representative of the United Steelworkers, Local 10-670, may on occasion, visit the Site Human Resources Lead at his/her office by appointment, previously made, and shall enter the office building through the Visitor's Entrance. The Site Human Resources Lead, may, at his/her discretion, conduct 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.

If, and in the event, the Site Human Resources Lead is unable to accompany the International Representative because of unforeseen circumstances, the Site Human Resources Lead may designate some other person to act in his/her place and stead.

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.

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:

- Train and instruct employees.
- Test equipment in order to insure adequate setup 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 nontechnical first line supervisor, qualified hourly persons will be assigned).
- d. In emergency situations.

4



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 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 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 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.

- A: Incorporation of the Weekend Shift Agreement See Appendix E
- B: Incorporation of the LLC Agreement See Appendix F





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 hours during the weekend (Saturday and Sunday) for employees normally assigned to the work schedule(s) in Section 3 above, then the 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.





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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, in the following Packaging Areas: Line 2001, 2002, 312 and 303. 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.

<u>Section 4.</u> All hours worked in excess of 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 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 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. Application of this paragraph shall also be applied to the 1st and 2nd regularly scheduled days off for employees assigned to a workweek other than Monday, Tuesday, Wednesday, Thursday, and Friday.

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, United Way days, bereavement, jury duty, recognition day, Union business, Company declared weather days, paid earned sick days, and no pay/no charge days.

<u>Section 5.</u> 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 5 consecutive days with





time off on the 2 days following the 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 1st designated day off (the 6th day of the employee's workweek), and double his/her straight time rate shall be paid for all hours worked on his/her 2nd designated day off (the 7th day of the employee's workweek).

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. The Union and Company shall reserve its right to terminate any agreement reached under Section 5b. of Article 7 by notifying the other party, in writing, at least 30 calendar days in advance.

<u>Section 6.</u> 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.

<u>Section 7.</u> 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 8 hours will be paid at the premium rate.





<u>Section 1.</u> The Company and Union agree to establish a joint subcommittee to design a pilot program for implementation of a full time, Company-paid Union Representative, within 60 days of the effective date of the current Collective Bargaining Agreement. The pilot program shall be for no longer than a one year duration at which time it shall be evaluated for continuation of the program. It may be discontinued after one year providing either party gives the other 60 days notice of its intent to terminate the program.

<u>Section 2.</u> The Company will make reasonable effort to notify the Department Steward if an operation is scheduled to work during the normal lunch period.

<u>Section 3.</u> The Company will provide information to the Chief Steward and President on retirements, leaves, worker's compensation, employee classification, unit, and grade of employee. The Company will notify the Local Union President and Chief Steward of any policy changes affecting Bargaining Unit Employees.

Section 4. 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.

<u>Section 5.</u> 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 the Site Human Resources Leader 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 Leader or his/her designee will make the necessary arrangements for such meeting between the Chief Steward and the supervisor who is involved.



Section 6. 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 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 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 10 work days from the time of the discharge, provided the Chief Steward or the acting Chief Steward was present or 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 warnings entered into an employee's personnel file shall not be considered for the purpose of assessing discipline after a 90 day period, provided the employee has not committed an offense within the 90 day period following the verbal warning.

Any written warnings or suspensions entered into an employee's personnel file shall not be considered for the purpose of assessing discipline after a 1-year period, provided the employee has not committed an offense within the 1-year period following such discipline.

<u>Section 7.</u> 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 8. 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 McNeil-PPC Inc. and J&J Customer & Logistics Services, except as hereinafter provided in Section 3 (Transfers From Other Locations).

10



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;
- 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 5 calendar days after receiving notice of recall of his/ her intention to return to work and such employee must report for work within 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 1-year of active service and is not recalled for work within a period of one year from date of layoff;
- (f) who has been laid off and at the time of such layoff had 1-year of active service but less than 3-years of active service and who fails to notify the Company ten days before the expiration of the 1st 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 3 or more years of active service and who fails to notify the Company ten days before the expiration of the 1st 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 twentyfour months from date of layoff; (See attached appendix Extension of Recall Rights Form)

- (h) who is absent without notice for 2 consecutive working days for reasons not beyond the control of the employee;
- 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 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 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 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 – Manufacturing

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

Unit 2 – Packaging

MW2000 Bottles

Tubes

Unit 3 – Maintenance

Facility/Manufacturing MW2000

Bottles

Tubes

Unit 4 – J&J Customer & Logistics Services

Warehouse Maintenance

Unit 5 – Manufacturing Services

All maintenance classifications are considered one group for bidding except for LLC Maintenance. Maintenance bids will be for shift only and not be filled by area for Facility/Manufacturing, MW2000, Bottles, Tubes

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 employees for each transfer of an operation involving a product.

If, in the Company's opinion, more than three 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 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 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.).



14

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 2 year period would be considered for requalification in the same classification, in the event of displacement, bump or layoff from their job.

b. Lavoffs

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 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 2 year period would be considered for requalification in the same classification, in the event of displacement, bump or layoff from their job.

If a senior person is scheduled to be laidoff, 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 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:



16

- Following the voluntary furlough, the affected employee would be returned to the position held prior to the furlough.
- 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 1st 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 5 calendar days after receiving notice of recall of his/her intention to return to work and such employee must report to work within 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. 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 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 12 months unless promoting themselves or changing shifts. At no time may an employee bid into the same classification on the same shift.

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 6 months (including any training time), or if exceeding 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.

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 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 3 consecutive working days.

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.

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.

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:

- 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.
- 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.
- 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.

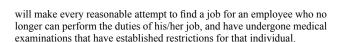
Selection process for filling Mixer positions in the Pilot Plant:

- 1) Canvas existing on-shift Mixers to determine interest level
- Allow highest senior Mixer to shadow area for designated period of time
- 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 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





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 2 year period of leaving that job.

If an employee is transferred to a higher paying job for 2 or more consecutive hours during his/her normal 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 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.

<u>Section 8.</u> <u>Demotions.</u> 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 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 sixmonth 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 7 departmental stewards on the first shift, 5 departmental stewards on the second shift and 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 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.

<u>Section 13.</u> When an employee bumps or bids into a job and during the initial 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 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.



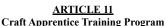


- Before sending people home on a NP/NC status, contact other departments to identify any other staffing needs.
- People are sent home according to seniority. (Highest to lowest in the dept.)
- 3) Qualified people in a dept. may not be offered the option of NP/NC status if they are needed to keep a line 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.
- If NP/NC is offered in a department, anyone on a temporary transfer into that department would be the first one(s) offered to go home under the NP/NC status.





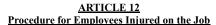




- 1. The Apprenticeship is intended for trade school graduates or military technical school graduates, with inadequate working experience to hire as a full tradesman, who pass the apprenticeship entry test.
- 2. The pay rate for the Apprentice will be as follows
 - Grade 7 for the first year
 - Grade 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 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 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







- 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 onthejob 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.
 - 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.



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- 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.
 - 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 pay any shortage in regular pay (including vacation, holiday, sick pay, overtime in excess of 4 hours worked, etc.) if communicated to Payroll by noon. The shortage will then be paid by check on the next business day. Any shortage in-overtime pay less than 4 hours will be paid at the next payroll period.





- 1. Employee notifies the local Payroll Administrator.
- The check will be available for pick up in Payroll the next business day. Upon request the Company will Federal Express the paycheck to the employee's home address

ARTICLE 15 Shift Differentials

An employee, who works onehalf 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 4 hours pay at the appropriate overtime rate except that, in the event an employee is required to work more than 4 hours, he/she shall be paid at the appropriate overtime rate for all hours worked in excess of 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 4 hours prior to an employee's normal start time), the 4 hour minimum pay provision does not apply, and pay will begin when an employee clocks in to work.



In the event the Company fails to notify an employee not to report to work at least 2 hours in advance of his/her regularly scheduled starting time, he/ she shall be guaranteed 4 hours work or four 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 current absentee messaging system to announce delays and closure due to inclement weather, at least 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 will 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. In the event an employee fails to notify the Company of his/her absence at least 30 minutes prior to their scheduled starting time, such employee would forfeit all wages for that day.

An employee who commences work on a regularly scheduled work day shall be guaranteed 8 hours work or 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 4 hours work or 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 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.

ARTICLE 18 **Break Periods**

All employees shall be granted a 10 minute break during the first 4 hours of their shift and the last 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. 3 minutes of travel time to, and 3 minutes from each lunch or break will be allowed





No breaks will be scheduled within 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 10 minute break after every 2 hours of overtime, and at the end of the employee's scheduled shift whenever the employee is scheduled for 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. Short sleeve shirts will be issued to employees working within the distribution center.







ARTICLE 20 Holidays

Section 1: The following days shall be recognized as paid holidays:

Reaular Holiday Schedule

Memorial Day (Mon. May 27) Independence Day (Thurs. July 4) Independence Day (Fri. July 5) Labor Day (Mon. Sept. 2) Thanksgiving Day (Thurs. Nov. 28) Thanksgiving Friday (Fri. Nov. 29) Christmas Eve (Tues. Dec. 24) Christmas Day (Wed. Dec. 25) 2 Personal Holidays

2015

New Year's Day (Thurs. Jan 1) President's Day (Mon. Feb. 16) Good Friday (Fri. Apr. 3) Memorial Day (Mon. May 25) Independence Day (Fri. July 3) Labor Day (Mon. Sept. 7) Thanksgiving Day (Thurs. Nov. 26) Thanksgiving Friday (Fri. Nov. 27) Christmas Eve (Thurs, Dec. 24) Christmas Day (Fri. Dec. 25) New Year's Eve (Thurs., Dec. 31) 2 Personal Holidays

President's Day (Mon. Feb. 20) Good Friday (Fri. Apr. 14) Memorial Day (Mon. May 29) Independence Day (Mon. July 3) Independence Day (Tues. July 4) Labor Day (Mon. Sept. 4) Columbus Day (Mon. Oct. 9) Thanksgiving Day (Thurs. Nov. 23) Thanksgiving Friday (Fri. Nov. 24) Christmas Day (Mon. Dec. 25) Day After Christmas Day (Tues, Dec. 26) 2 Personal Holidays

New Year's Day (Tues. Jan. 1) President's Day (Mon. Feb. 18) Good Friday (Fri. Apr. 19) 2 Personal Holidays

2014

New Year's Day (Wed, Jan 1)) President's Day (Mon. Feb. 17)) Good Friday (Fri. Apr. 18) Memorial Day (Mon. May 26) Independence Day (Fri. July 4) Labor Day (Mon. Sept. 1) Thanksgiving Day (Thurs. Nov. 27) Thanksgiving Friday (Fri. Nov. 28) Christmas Day (Thurs, Dec 25) Christmas (Fri. Dec. 26) New Year's Eve (Wed. Dec. 31) 2 Personal Holidays

2016

New Year's Day (Fri. Jan. 1) Martin Luther King Day (Mon. Jan. 18) President's Day (Mon. Feb. 15) Good Friday (Fri. Mar. 25) Memorial Day (Mon. May 30) Independence Day (Mon. Jul 4) Labor Day (Mon. Sept. 5) Columbus Day (Mon. Oct. 10) Thanksgiving Day (Thurs, Nov. 24) Thanksgiving Friday (Fri. Nov. 25) Christmas Day (Mon. Dec. 26) 2 Personal Holidays

New Year's Day (Mon. Jan. 1) President's Day (Mon. Feb. 19) Good Friday (Fri. Mar. 30) Memorial Day (Mon. May 28) Independence Day (Wed. July 4) Labor Day (Mon. Sept. 3) Columbus Day (Mon. Oct. 8) Thanksgiving Day (Thurs. Nov 22) Thanksgiving Friday (Fri. Nov. 23) Christmas Eve (Mon. Dec. 24) Christmas Day (Tues, Dec. 25) 2 Personal Holidavs





32

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Alternative Schedule

2013

Memorial Day (Mon. May 27) - FH Independence Day (Wed. July 3) Independence Day (Thurs. July 4) Labor Day (Mon. Sept. 2) - FH Thanksgiving Day (Thurs. Nov. 28) Thanksgiving Friday (Fri. Nov. 29) Christmas Eve (Tues. Dec. 24) - FH Christmas Day (Wed. Dec. 25) FH = Floating Holiday 2 Personal Holidays

2015

New Year's Day (Thurs. Jan 1) Good Friday (Fri. Apr. 3) Memorial Day (Mon. May 25) - FH Independence Day (Fri. July 3) Independence Day (Sat. July 4) Labor Day (Mon. Sept. 7) - FH Thanksgiving Day (Thurs. Nov. 26) Thanksgiving Friday (Fri. Nov. 27) Christmas Eve (Thurs. Dec. 24) Christmas Day (Fri. Dec. 25) New Year's Eve (Thurs., Dec. 31) FH = Floating Holiday 2 personal Holidays

2017

Martin Luther King Day (Wed. Jan. 18)
President's Day (Wed. Feb. 22)
Good Friday (Fri. Apr. 14)
Memorial Day (Mon. May 29) – FH
Independence Day (Wed. July 5)
Labor Day (Mon. Sept. 4) – FH
Columbus Day (Wed. Oct. 11)
Thanksgiving Day (Thurs. Nov. 23)
Thanksgiving Friday (Fri. Nov. 24)
Christmas Day (Mon. Dec. 25) – FH
Day After Christmas (Tues. Dec. 26) - FH
H = Floating Holiday
2 personal Holidays

2010

New Year's Day (Tues. Jan.1) - FH President's Day (Wed. Feb. 20) Good Friday (Fri. Apr. 19) 2 Personal Holidays

2014

New Year's Day (Wed. Jan 1)
President's Day (Wed. Feb. 19)
Good Friday (Fri. Apr. 18)
Memorial Day (Mon. May 26) – FH
Independence Day (Fri. July 4)
Labor Day (Mon. Sept. 1) - FH
Thanksgiving Day (Thurs. Nov. 27)
Thanksgiving Friday (Fri. Nov. 28)
Christmas Day (Thurs. Dec 25)
Christmas (Fri. Dec. 26)
New Year's Eve (Wed. Dec 31)
FH = Floating Holiday
2 personal Holidays

2016

New Year's Day (Fri. Jan. 1)
Martin Luther King Day (Wed. Jan. 20)
President's Day (Mon. Feb. 15) - FH
Good Friday (Fri. Mar. 25)
Memorial Day (Mon. May 30) - FH
Independence Day (Wed. Jul 6)
Labor Day (Mon. Sept. 5) - FH
Columbus Day (Mon. Oct. 10) - FH
Thanksgiving Day (Thurs. Nov. 24)
Thanksgiving Friday (Fri. Nov. 25)
Christmas Day (Sat. Dec. 24)
FH = Floating Holiday
2 personal Holidays

2018

New Year's Day (Wed. Jan. 3)
President's Day (Wed. Feb. 21)
Good Friday (Fri. Mar. 30)
Memorial Day (Mon. May 28) –FH
Independence Day (Wed. July 4)
Labor Day (Mon. Sept. 3) – FH
Columbus Day (Wed. Oct. 10)
Thanksgiving Day (Thurs. Nov. 22)
Thanksgiving Friday (Fri. Nov. 23)
Christmas Eve. (Mon. Dec. 24) - FH
Christmas Day (Tues. Dec. 25) – FH
FH – Floating Holiday
2 personal Holidays







2013

Memorial Day (Sun. May 26) Independence Day (Fri. July 5) Thanksgiving (Fri. Nov. 29) Thanksgiving (Sat. Nov. 30) 2 Personal Holidays

2015

Easter (Sun. Apr. 5) Memorial Day (Sun. May 24) Independence Day (Sat. July 4) Labor Day (Sun. Sept. 6) Thanksgiving (Fri. Nov. 27) Thanksgiving (Sat. Nov. 28) 2 Personal Holidays

2017

Easter (Sun. Apr. 16) Memorial Day (Sun. May 28) Labor Day (Sun. Sept. 3) Thanksgiving (Fri. Nov. 24) Thanksgiving (Sat. Nov. 25) Christmas Eve (Sun. Dec. 24) 2 Personal Holidays

2019

President's Day (Sun. Feb 17) Easter (Sun. Apr. 21) 2 Personal Holidays

2014

Easter (Sun. Apr. 20) Memorial Day (Sun. May 25) Independence Day (Fri. July 4) Labor Day (Sun. Aug. 31) Thanksgiving (Fri. Nov. 28) Thanksgiving (Sat. Nov. 29) 2 Personal Hollidays

2016

New Year's Day (Fri. Jan. 1)
Easter (Sun. Mar. 27)
Memorial Day (Sun. May 29)
Independence Day (Sun. July 3)
Labor Day (Sun. Sept. 4)
Thanksgiving (Fri. Nov. 25)
2 Personal Holidays

2018

Presidents Day (Sun. Feb. 18) Easter (Sun. Apr. 1) Memorial Day (Sun. May 27) Labor Day (Sun. Sept. 2) Thanksgiving (Fri. Nov. 23) Thanksgiving (Sat. Nov. 24) 2 Personal Holidays

The 2 Personal Holidays are to be scheduled each year on an individual basis and will normally be approved 1 week in advance.

Scheduling of Personal Holidays: Employees receive their allotted PH(s) on January 1st of each year. Personal Holidays may be scheduled through May 31st 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:

 Under normal circumstances partial personal holidays must be requested by the colleague and submitted to the supervisor in writing, at least 1 day in advance;



34





- Requests for personal holiday time off must be approved by
- Partial personal holidays may be taken at the beginning or end of the scheduled shift as long as the colleague 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:

the Team Leader or his/her designee;

- January through June hire date 2 personal holidays
- July through October hire date 1 personal holiday
- November through December hire date 0 personal holidays

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

Alternate Shift--Memorial Day Floating Holiday can be scheduled before June 1. All other Floating Holidays must be scheduled after June 1.

Section 2. In order for an employee to qualify for holiday pay, he/she must work the regularly scheduled work day preceding the said holiday. and he/she must work the regularly scheduled work day immediately succeeding said holiday; unless the employee is unable to work the regularly scheduled work day preceding the said holiday and/or the regularly scheduled work day immediately succeeding said holiday because of personal illness or injury, illness or death in the family, Acts of God known to the Company or if absent on Union business, pursuant to Section 5, Sub Section "D" of ARTICLE 25, or is on voluntary furlough on either the day before or day after the holiday. Such absence shall be supported by documentary evidence such as a doctor's certificate, or other documentary evidence as the Company may require in which instance the affected employee will be paid in accordance with the provisions of this Section. These requirements do not apply to personal holidays.

Section 3. Holiday pay shall be defined to mean that an employee shall receive not more than their normal daily hours pay at the employee's straight time basic hourly rate, including shift differential if applicable.



Section 4. Holidays falling on Saturday may be celebrated Friday; holidays falling on Sunday, which are celebrated nationally on Monday and which are listed in Section 1 above, will be celebrated on Monday; otherwise, they may be celebrated on Monday.

<u>Section 5.</u> The Company agrees that it will pay holiday pay, not to exceed their normal daily hours, at the employee's straight time hourly rate, including shift differential, if applicable, for any of those holidays as specified in Section 1 of this ARTICLE, not celebrated upon a regularly scheduled work day. However, there shall be no duplication of holiday pay under such circumstances.

<u>Section 6.</u> Any employee required to work on any of the above holidays shall be paid for all hours worked at 2 times his/her straight time hourly rate in addition to holiday pay.

<u>Section 7.</u> An employee receiving the rate for a higher paying job, other than his/her own, and who works the full day immediately preceding or immediately following a holiday, provided the holiday falls within the same payroll week, shall be paid holiday pay based upon the higher rate, but not to exceed their normal daily hours straight time pay, including shift differential if applicable.

Section 8: Holiday Pay

Pursuant to our recent discussion regarding Holiday Pay, the following interpretation of Article 20, Section 2 of the Collective Bargaining Agreement is provided to clarify the administration of Holiday Pay provisions:

To qualify for holiday pay an employee must "work the regularly scheduled work day preceding the said holiday, and he/she must work the regularly scheduled work day immediately succeeding said holiday." Since the contract specifies that an employee must work, then days taken as paid or unpaid time-off before or after the holiday do not count towards this requirement.

Examples:

- A scheduled vacation day on the day immediately preceding a holiday is not considered the employee's last regularly scheduled work day, and
- A scheduled vacation day on the day immediately succeeding a holiday is not considered the employee's next regularly scheduled work day after the holiday,



Rather, the regularly scheduled workday preceding the holiday is defined as the last day prior to the holiday where the employee was expected or scheduled to work. The regularly scheduled workday succeeding the hol-

iday is defined as the next day after the holiday where the employee was

expected or scheduled to work.

- 2. In satisfying the requirement under item 1 above, an employee may not depart work early unless specifically directed by the supervisor in advance of his/her last regularly scheduled work day preceding the holiday, and/or an employee must not arrive to work after their normal start time unless specifically directed by the supervisor in advance of his/her next regularly scheduled work day succeeding the holiday.
- 3. Days scheduled to work on weekends preceding or succeeding a holiday are counted as a regularly scheduled workday towards this requirement. (For example, a holiday falls on Friday, and you work the full overtime offering on Saturday. The colleague would be eligible for holiday pay assuming he/she met the requirement to work on the regularly scheduled workday preceding the holiday.) Other exceptions to this rule are listed in the contract.

Further questions regarding the interpretation of the Holiday Pay provisions of the Collective Bargaining Agreement may be directed to a member of the Human Resources Department.

ARTICLE 21 Vacations

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

<u>Section 1.</u> An employee who completes 6 months but less than 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 1 day vacation for each month of active service during the preceding vacation year up to a maximum of 10 days.

(a) Upon successful completion of the probationary period, newly hired employees from December 1st through May 31st 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 1st or at the conclusion of probation whichever is later.



<u>Section 2.</u> An employee who completes 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 1.5 days vacation for each month of completed active service during the preceding vacation year up to a maximum of 15 days.

<u>Section 3.</u> An employee who completes 12 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 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 2 months of absence, will earn 1 day of vacation for each additional month of absence, up to a maximum of 3 days.

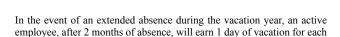
Section 4. An employee who completes 20 years of continuous service by the end of a calendar year and whose name appears on the active payroll at the close of the employee's anniversary year, shall receive 2.5 days vacation for each month of completed active service during the preceding vacation year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

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

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.

<u>Section 5.</u> 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 3 days vacation with pay for each month of completed active service during the preceding vacation year, up to a maximum of 30 days.



additional month of absence, up to a maximum of 3 days.

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

Vacation pay shall be defined to mean that an employee shall receive 9 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 out at the rate in effect at the time of the payout. For example, an employee that has 24 vacation hours remaining on or after June 1st, will be paid 24 hours at the current rate, or whatever rate is in effect at the time of the payout.

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

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

<u>Section 9.</u> 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 on 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 2 week period(s) during the vacation year and designate 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 or a nopay status.

Such general vacation(s) period(s) will be confirmed by the Company prior to January 15th of each year. Remaining weeks of vacation shall be granted on the basis of seniority with the most senior employees getting first preference. However, if 2 or more employees desire the same vacation period and the Company finds it impossible to grant the same vacation period to 2 or more employees, then the request of the senior employees shall be granted.

Section 12. Employees shall be required to submit their vacation schedules by the 1st Monday in February of each year. The Company will notify employees of their approved vacation schedule by the 1st Monday in March. If vacation papers are not returned to employee by 1st Monday in March, vacation stands as submitted. The Company shall allow employees to make up to 10 changes to their vacation schedule within a vacation year in accordance with past practice.

Section 13. Employee must work at least half of the normally scheduled workdays (M-F) 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 6 months from the date of injury, Company declared weather days, no pay/no charge days

Days that do not count toward fulfilling this requirement are as follows: furloughs, workers compensation more than 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 on weekends (6th and 7th days), 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:

and military leave.

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

"In the event of an extended absence during the vacation year, an active employee, after 2 months of absence, will earn 1 day of vacation for each additional month of absence, up to a maximum of 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:

J	J	A	S	0	N	D	J	F	M	A	M
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.



41



Employees who have attained 25 years of service would be granted 1 service recognition day off per year. Employee would have the option to take on an annual basis or accumulate up to 5 in number. Employees may not accumulate more than 5 services 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 25th year of service with the Company. After the 25th 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 1st recognition day on their actual 25th anniversary date. Each January 1st following their 25th anniversary date, employees are allotted 1 Recognition Day. Recognition days may be scheduled through May 31st 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 death in an employee's current immediate family, the employee shall be permitted to be absent with pay for a period not exceeding 4 consecutive working days within a 7 calendar day period, plus the day of burial if not included in the initial 4 day period, commencing with the day of death, unless the employee reported to work on such day of death in which case the 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 24hour period from midnight to midnight.

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

Example: If a family member passed away on Tuesday morning that starts the 7-day period. Friday is a holiday. The person's 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, motherinlaw, fatherinlaw, the parents of a domestic partner, stepchildren, and domestic partner. (Domestic partner shall be defined in accordance with the J&J Health Plan.) 1 day of bereavement leave will be granted for daughterinlaw, soninlaw, sister-in-law brother-in-law, daughter, son, brother or sister of a domestic partner, 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 shall be paid for days on which the employee would have been regularly scheduled to work, upon proof of payment of jury duty, the difference between his/her straight time basic hourly rate and the juror's fee. An employee serving on a sequestered jury shall be paid the difference between his/her weekly juror's fee and his/her straight time basic hourly rate for 40 hours per week for the period of time served on such sequestered jury

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.



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 5 work days, from his/her first date of absence; and further provided 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.

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 Human Resources Department 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 2.5 years from 1st day of absence, unless extended by mutual agreement of the Company and Union. If the employees recovers from total disability and returns to work with the Company, and after less than 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 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.

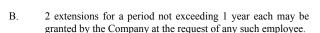
Section 4. Family Leave

- 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. The leave will be granted for up to a maximum of 12 weeks in a 12 month period. An employee may request more than 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 either 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 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 1 year.





- Additional extensions, when requested, will be discretionary on the part of the Company.
- D. Not more than 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 10 days, provided however that the Union shall not, in the selection of the 9 employees, impair the production schedules established by the Company.

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

<u>Section 7.</u> 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:

The "New Additions" Leave of Bonding Policy (hereinafter referred to as the Program) offers eligible employees 5 consecutive days (up to a maximum of 40 hours) of paid family care leave to be taken within 90 days 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.



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, 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 "Risk Event" 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 Human Resources Lead at his/her office by appointment, previously made, and shall enter the building through the Visitor's Entrance. The Site Human Resources Lead, 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 5 bulletin boards, 1 placed in the Men's Locker room, 1 in the Women's Locker Room, 1 in the main hallway of the Administration Building, and 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.

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 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 1st 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



48



under Step No. (1) (assuming no settlement has been reached) shall form the subject matter for consideration in the 2nd step. An earnest effort will be made to settle the said grievance within 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 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.

<u>Section 3.</u> 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:

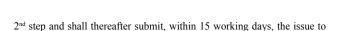
The Union may request a joint meeting in an effort to prevent the grievance from being submitted to arbitration. The Union shall be represented by the Union Grievance Committee, which shall include the President and Chief Shop Steward of the Local Union, the International Representative and not more than 2 other Union members. The Company Committee may consist of the Site Leader, the Site Human Resources Lead and the Labor Attorney for the Lititz 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 CompanyUnion 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 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.

<u>Section 5.</u> (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





the American Arbitration Association (AAA).

- (b) The American Arbitration Association (AAA) shall submit, at the time of the initial request, 1 panel of names (to contain the names of 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 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.

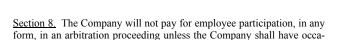
When continuing liability is involved in an arbitration case, Company liability will cease on the day the Parties agree upon a date with the arbitrator.

(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.





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

sion to call an employee, or employees as witnesses in its behalf.

ARTICLE 29 Paid Absences for Employee Illness

An employee who has 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 has the option to utilize sick days on Company declared Weather Days. 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. In no case will sick pay be paid unless the employee has furnished the Company with a certificate completed by a regular practicing physician, certifying the employee's illness and its duration. 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 are to be submitted within 10 calendar days to the Medical Department upon an employee returning back to work. Any notes submitted after 10 days will not be accepted for payment and/or adjustment of Time and Attendance Records.

3. Each May 1 during the term of the Contract, an employee with 1 or more years of continuous service since the date of most recent hire, shall be granted 5-days' sick leave allowance. Employee having attained 30 years of service shall be granted a 6th day of sick leave allowance.

Employees with less than 1 year of service on May 1st of each year will receive pro-rated sick leave allowance as follows:

May through June hire date = 4 days' sick leave allowance July through September hire date = 3 days' sick leave allowance October through December hire date = 2 days' sick leave allowance



- 4. 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 1st 2009, shall be paid 24 hours at the 2008 pay rate.
- 5. Employees who receive a written warning for attendance and who fail to submit a doctor's certificate, 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 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.

- 6. An employee who, under normal circumstances, is eligible to receive Weekly Disability Benefits shall be entitled to 5 days' sick leave benefits for the first 5 days of absence, assuming the employee has sick leave available. Thereafter the employee must utilize Weekly Disability Benefits equating to 80% of their basic straight time weekly pay, excluding shift differential
- 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.
- 8. 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.



- **(**
- 9. 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 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 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.
- Unused sick days will not be paid out to employees who have been terminated for cause.

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

- Notify the Union when that person goes out on Worker's Compensation
- Provide the Union with a copy of the accident report as submitted to our compensation carrier.
- 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.





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 jobrelated 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







Y

dards 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

Awards, Service Awards, Appreciation Days, Retiree Gift Program, Stan-

ARTICLE 32 Job Descriptions

<u>Section 1.</u> 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 under Schedule A 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 reevaluation 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.





I Periodic Examinations

Union employees at Lititz may request to have a periodic physical examination. Participation in this program is strictly voluntary and is administered by the Site Medical Department per the following schedule:

- Up to age 50: every 2 years
- Age 50 or above: annually

The purpose of this program is to evaluate the health status of the participant, screen for risk factors and disease, and provide preventive counseling and interventions that could prevent the onset of disease or the worsening of an existing disease.

The voluntary periodic medical examination will consist of the following elements:

- General Health Questionnaire
- Biometric collection
- Health examination
- Any other test deemed appropriate by the examining qualified health professional

Certain employees would be required to participate in periodic physical examinations. The scope of the physical examinations shall be defined as;

- 1. Pulmonary Function Screening (Job Related)
- 2. Audiometric Evaluation (Job Related)
- Visual Acuity (Job Related)
- Controlled Substance Test (In accordance with Substance Abuse Policy)
- Medical Surveillance or Chemical Exposure (Job Related Annually or at other frequency as required by Law)

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



56





 A condition that constitutes a compensable claim, it will be handled as such

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

 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 well being of the employee or his/her fellow workers.

ARTICLE 34 Union Meeting Dates

The Company will endeavor to limit overtime on scheduled Union meeting dates. An employee wishing to attend the Union meeting will not be penalized for leaving overtime work in sufficient time to attend such scheduled meeting.

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 6 months written notice of such closing, and will offer to the severed employees a negotiated severance provision. Such



have:

ral upon the employees remaining at the plant

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 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: 1 week plus one 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	2 weeks
45 to 49	4 weeks
50 to 54	6 weeks
55 to 65	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.





Wages to reflect increases for next 6 years:

The minimum straight time basic hourly rates of pay, effective April 29, 2013 are set forth in Schedule "B", which is annexed hereto and made a part hereto. A 2.75% across the board increase for all rates and classifications.

The minimum straight time basic hourly rates of pay which are to become effective April 28, 2014 are set forth in Schedule "C", which is annexed hereto and made a part hereto. A 2.75% across the board increase for all rates and classifications.

The minimum straight time basic hourly rates of pay which are to become effective April 27, 2015 are set forth in Schedule "D", which is annexed hereto and made a part hereto. A 3.0% across the board increase for all rates and classifications

The minimum straight time basic hourly rates of pay which are to become effective April 25, 2016 are set forth in Schedule "E", which is annexed hereto and made a part hereto. A 2.8% across the board increase for all rates and classifications

The minimum straight time basic hourly rates of pay which are to become effective April 24, 2017 are set forth in Schedule "F", which is annexed hereto and made a part hereto. A 3.0% across the board increase for all rates and classifications.

The minimum straight time basic hourly rates of pay which are to become effective April 23, 2018 are set forth in Schedule "G", which is annexed hereto and made a part hereto. A 3.2% across the board increase for all rates and classifications.

The Mixer add-on of \$.50 will now be included in the base as reflected in Schedule A.

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 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 4 days notice may not be possible. The Company will copy the Committee on contractor afterhours 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 Title VII of the Civil Rights Act of 1964, as amended, together with Executive Orders 11246 and 11375, as amended, the Age Discrimination in Employment Act, as amended, and the Americans with Disabilities Act, which are mandatory in nature. Basically, this means that the Parties will:

- 1. Agree that employment opportunities are open for all job classifications without regard to race, color, religion, national origin, disability, sex or age.
- 2. To further insure that employment opportunities and employment practices are administered without regard to race, color, religion, national origin, disability, sex or age.

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, slowdowns, 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, slowdown or work interruption of any nature, that the Union officers and the 60



Union stewards will not, in any way, participate in any such activity. The Union shall disayow any such action on the part of the employee or em-

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 Project Assembler

- Permanent position Grade 1 on Schedule A would be assigned to the J&J Customer & Logistics Services unit and would have first chance at project assembler overtime. All employees would be eligible to bid on the Project Assembler position. An employee awarded such a bid shall be required to remain in the position for a minimum of 12 months.
- Receive full benefit package that all other fulltime employees receive.
- Project Assembler classification could be used to backfill other job classifications for vacation coverage or peak volume situations using the senior qualified employee. When upgraded the individual(s) would receive applicable rate, depending on qualifications.
- There is no cap on the number of project assembler positions. The workload would determine staffing.
- 5. Project Assemblers would be backfilled by recall people, as needed, if promoted to temporary/permanent positions at the site. If no one on recall, backfills would be new hires, except if the need is for less than 30 days, then the Company would retain the right to use an employment service.
- New hires to the Project Assembler position fall under the same guidelines as any other permanent hire at the site.







- 7. Refusal of recall to Project Assembler position would forfeit person's employment and/therefore they would be considered terminated unless being recalled for a period less than 30 days; example, quarterend work. They could refuse if supplying the Company with evidence of fulltime employment with another employer; i.e., payroll stub, employer note or signed waiver form.
- Temporary assignment of Project Assembler to other jobs will be based on qualifications without recourse to the provisions set forth in the seniority section of the current contract.

ART1CLE 41 Termination

Section 1. Termination The Agreement shall take effect April 27, 2013, and shall continue in full force and effect through Friday, April 26, 2019 and shall be extended or renewed for successive periods of 1 year each thereafter unless terminated by either Party by notice given to the other party by Registered Mail on or before 2 months prior to the termination of the original term or of any succeeding one year period.

<u>Section 2. Negotiations.</u> 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.

<u>Section 3. Notices.</u> 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.









IN WITNESS WHEREOF the Parties to this Agreement have hereunto set their hands and seals this 26th day of April, 2013

McNeil PPC Inc. and I&I Customer

& Logistics Services

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Local 10-670

Joseph Strauss Director, Labor Relations

Tim Dunigan President, Local 10-670

Natalie Bizon Manager, Human Resources Curtis Krall Chief Steward

Greg Littrell Manager, Maintenance

Randy Coder Committee Member

Brian Eidemiller Director, C&LS

Bob Boyd Committee Member

Mike Pfitzenmaier Manager, Manufacturing Tim Duncan Committee Member

Albert Hamm Committee Member

Lori Ceresini Committee Member

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

Howard Miller USW Staff Representative Joseph Pozza USW Sub-District Director

63







Generalist

- Disabilities will be considered when making assignments and reasonable accommodations will be made accordingly.
- b. When a line shutdown occurs within a department, the individuals on that line may be reassigned to another department. The following day the senior persons will return to the department if work is available in their classification.
- c. The senior Generalists reassigned under Section B above will become the Generalists in the department to which reassigned. They do not displace assigned personnel.
- d. If a department is scheduled to be shut down for 1 day or longer, for any reason, the senior Generalists assigned to that department will be returned to the department the next work day. Replacements needed in the department for 1 day or less will come from the senior qualified excess personnel in that classification
- e. If a line starts up after the beginning of a shift, the qualified available personnel will be utilized, not necessarily in order of seniority.

Mixer

- To fill openings, mixers would be limited to 1 move through canvassing every 2 years.
- 3. Whenever there is an opening in Manufacturing or Packaging in classifications grade 10 and below, canvassing will occur to fill the particular position (including line openings) after the successful applicant bids into the classification. When canvassing, the particular job will be filled on the basis of bargaining unit seniority, and–subsequent openings in the area will also be filled on a basis of bargaining unit seniority. Up to 2 canvases will be permitted for areas in Packaging Departments that have dedicated crews, and/or for Manufacturing operations. J&J Customer & Logistic Services and Maintenance will be excluded from the process outlined above.





Length of position: Each Production Team Coordinator position will be set for a term of 2 years. At the end of a 2-year period the position will be re-posted. If there are new bids on the posting, the interview/selection process will be initiated and the individual selected will begin a new term. If there are no new bidders or no one is identified in the selection process, the current incumbent can remain in the position for an additional term if mutually agreed upon between the Company and the Union. Incumbent Production Team Coordinators may bid out of the position per the CBA.

Overtime: The established overtime process will be utilized and the Coordinators will be taken as part of the rotation. Overtime hours worked in a Production Coordinator capacity will be tracked separately and will be charged against the appropriate overtime roster once 6 hours have been accumulated.







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

AFLCIO

LOCAL UNION 10670

McNeil-PPC Inc. and J&J Customer & Logistics Services 400 W. Lincoln Ave Littz, PA 17543

Date	
You are hereby authorized and requestion following this authorization the amousties (s), and in addition, on each succe of \$	ant of for my initial eding pay day thereafter the amount digation, or such amount as may be not become due to it, as my financial etions are to continue for a period of it basis unless terminated by me, in nion not more than 15 calendar days Current deductions shall be forward-ficer designated by the Union, on or
Clock Number	Employee's Signature





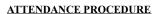
BUMPING RIGHTS FORM

	Employee's N	Name (Please Print)	
Seniority D Wage	ate Job Tit	le	Curren
Position Wage	Current Wage	Position	Curren
	WAIVER OF I	BUMPING RIGHTS	
rights due to	o either 1 or both of the The lack of necessary not be readily trained	capable of exercising the following reasons: skill(s) and/or ability(within a 30 day calend n(s) and/or disability(ie	ies) and who can- lar period.
		ation from employees p	1 2
	\ //	derstand that I will be overned by the current	1
for any of t my limitati	he above listed position on(s), disability(ies) and that I would now be	mpany will not make on(s), unless I have in and/or ability to be tra be available for recall	formed them that ined is no longer
Date Signed	1	Employee's Name (Pl	ease Print)
Witness		Employee's Signature	:









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

Partial-day absence shall be charged as follows:

Absence	Times	Days
Up to and including 2 hours	1/4	1/4
Over 2 hours	1/2	1/2
Over 6 hours	1	1

Partial day absences will be limited to no more than 4 occurrences 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 4 occurrences would require supporting documentation or a charge of 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 contained as follows:

One verbal and 3 failures to swipe your identification badge in a 3 month period.

In discharge cases for 4 written warnings, if 2 of the 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.







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.



Π. Alcohol Assessment or Drug Screening

Α. 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

B. Drug Screening for Recalled Employees

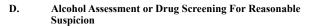
Recalled employees who have been on layoff for 6 months or more will be required to undergo and pass a drug test before rejoining the Company. If the recalled employee fails the drug test, he/she will be required to show proof of completion of a rehabilitation program before being considered for re-employment.

C. 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:
 - (1). Employee is suspended during rehabilitation. Suspension will be for a minimum of 5 working days. Time away from work will be paid in accordance with Weekly Disability Benefits.
 - (2) Employee cannot return to work unless confirmed as drug - free by the rehabilitation process and the Medical Consultant.
 - Upon completion of rehabilitation, the employee (3) may return to his/her current position and be subject to periodic retest for 2 years; frequency and duration to be determined by the rehabilitation process and the Medical Consultant. After 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 10 years, after rehabilitation, he/she will be terminated, without Company benefits. After 10 years, he/she shall be given 1 additional opportunity for rehabilitation







- 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.
 - (1). Employee is suspended during rehabilitation. Suspension will be for a minimum of 5 working days. Time away from work will be paid in accordance with Weekly Disability Benefits.
 - Employee cannot return to work unless confirmed as drug free by the rehabilitation process and the Medical Consultant.
 - Upon rehabilitation, the employee may return to his/her current position and be subject to periodic retest for 2 years; frequency and duration to



be determined by the rehabilitation process and the Medical Consultant. After 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 Com-

pany benefits. After 10 years, he/she shall be given one additional opportunity for rehabilitation.

E. 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.

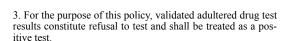
F. Notification

- 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.

G. 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.





III. Alcohol and Drug Abuse Rehabilitation

Α. **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 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 1 time opportunity at any time within the 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.

73



 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 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.





PAYGRADE	
1	Project Assembler
3	Utility
5	Warehouse Generalist
6	Packaging Generalist
7	Maintenance Craft Helper, Receiving Generalist, Warehouse Specialist
8	Bottles Generalist, Mouthwash Generalist, Returned Goods Specialist, Sr. Label Room Attendant
9a 9b	Raw Material Weigher Mixer
10	Building Maintenance, Electrician
11	Systems Technician, Mechanical Technician, LLC Maintenance, Pipefitter, Operating Engineer
Base Rate Plus \$1.00	Production Team Coordinator System Technician Lead Mechanical Technician Lead
Base Rate plus \$2.00	Maintenance Planner/Scheduler

Schedule A – Job Classifications:

"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 2 year period. Otherwise, employees entering the Packaging Generalist classification shall enter the classification as a Pay Grade 6.







The Company is a Tobacco-free campus in accordance with the terms and provisions of the Johnson & Johnson Tobacco-Free policy.

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.

Employees observed smoking inside any Company building, vehicle or anywhere on Company property, including all inside and outside areas will be subject to progressive discipline up to termination.







Schedule B Wages:

	2013 rate. April 29	2013 rates effective April 29, 2013	2014 rate April 2	2014 rates effective April 28, 2014	2015 rates effective April 27, 2015	s effective 7, 2015	2016 rates effective April 25, 2016	s effective 5, 2016	2017 rates effective April 24, 2017	s effective 1, 2017	2018 rate April 2:	2018 rates effective April 23, 2018
Grade	2013 Training Rate	2013 Full Rate	2014 Training Rate	2014 Full Rate	2015 Training Rate	2015 Full Rate	2016 Training Rate	2016 Full Rate	2017 Training Rate	2017 Full Rate	2018 Training Rate	2018 Full Rate
Н	13.22	14.11	13.59	14.50	14.00	14.93	14.39	15.35	14.82	15.81	15.29	16.31
2	22.55	23.23	23.17	23.87	23.87	24.59	24.54	25.28	25.27	26.03	26.08	26.87
c	23.36	23.97	24.00	24.63	24.72	25.37	25.41	26.08	26.17	26.86	27.01	27.72
4	24.11	24.34	24.77	25.01	25.51	25.76	26.23	26.48	27.01	27.28	27.88	28.15
2	24.46	25.07	25.14	25.76	25.89	26.53	26.62	27.28	27.42	28.09	28.29	28.99
9	25.19	25.66	25.89	26.36	26.66	27.15	27.41	27.91	28.23	28.75	29.14	29.67
7	25.82	26.28	26.53	27.01	27.33	27.82	28.09	28.60	28.94	29.45	29.86	30.40
∞	26.40	27.17	27.12	27.91	27.94	28.75	28.72	29.56	29.58	30.44	30.53	31.42
9a	27.34	28.01	28.09	28.78	28.94	29.64	29.75	30.47	30.64	31.39	31.62	32.39
q6	27.34	28.52	28.09	29.31	28.94	30.19	29.75	31.03	30.64	31.96	31.62	32.99
10	28.15	29.62	28.93	30.44	29.80	31.35	30.63	32.23	31.55	33.20	32.56	34.26
11	29.73	31.05	30.54	31.90	31.46	32.86	32.34	33.78	33.31	34.80	34.38	35.91







APPENDIX A - Military Leave Policy

MILITARY LEAVE POLICY

The Military Leave Policy is intended to conform to the Uniformed Services Employment and Reemployment Rights Act ("USERRA") 48 USC Sections 4301-4333.

A. Policy Guidelines

1. Eligibility_

All active bargaining unit employees are eligible for Military Leave subject to the requirements contained herein.

2. Request and Approval Process

Employees who require military leave as a result of service in the Uniformed Services are required to provide adequate advance notice of their pending service, except where such advance notice is precluded by military necessity or is otherwise impossible or unreasonable under the circumstances. Such advance notice may be written or oral. Subject to the above, employees requiring a military leave should notify their supervisor or Human Resources (HR) at least 30 days before the commencement of the leave, or within 72 hours of an immediate call-up. Unreported or unexcused time off will be unpaid and may be subject to discipline in accordance with the applicable provisions of the Collective Bargaining Agreement.

3. Duration of Leave

Military leaves will be granted to employees who must be absent from work due to service in the Uniformed Services. The duration of an employee's military leave will be determined in accordance with applicable law. However, the cumulative length of the absence and all other previous absences by reason of military service typically may not exceed 5 years, unless certain exceptions apply or applicable law otherwise requires the extension. HR should be contacted for assistance in determining whether a military leave may extend a cumulative length of 5 years.







4. Impact on Pay

Employees on military leaves of absence are eligible for base pay continuation for a limited period of time, in accordance with the guidelines set forth below:

- a. Employees who are called to serve in the Uniformed Services for active duty (unrelated to training) due to war, civil strife, natural disaster or other emergencies, s/he will be paid the difference between Military Pay and regular Company base pay (i.e. employee's regular hourly rate X 40 hours) for up to 18 months.
- b. If an employee is on annual military leave for training, the Company will pay the difference between the employee's Military Pay and the employee's regular Company base pay for a maximum period of 17 consecutive calendar days.
- c. The pay adjustment outlined above will be made when the employee provides a Military Pay voucher or statement upon return to work. Employees should provide the voucher within a reasonable amount of time after their return to work, but not more than 30 days following their return to work

5. Payment Guidelines

If an employee is eligible for base pay continuation due to his/her active duty (unrelated to training), the following guidelines apply:

- a. An employee who wishes to receive base pay continuation under this policy should, before the commencement of his/her active duty, provide the Company with documentation of the amount of Military Pay s/he expects to receive during such period, if such documentation exists. Once an employee's leave begins, s/he may be required to provide the Company, on at least a quarterly basis, with updated documentation verifying the amount of Military Pay received (e.g., a current Leave and Earnings Statement) during any period in which s/he is eligible for base pay continuation.
- b. During the employee's military leave, the Company will calculate the differential between the employee's Military Pay and regular Company base pay, based on the information received by the employee, and will make any reconciliations or adjustments on a quarterly basis and, if necessary, upon the employee's return to work.



- c. The Company reserves the right to suspend or discontinue an employ-
- ee's base pay continuation if s/he fails to provide sufficient information as to his/her Military Pay during any period in which s/he is eligible for such pay continuation. If there are extenuating circumstances that prevent the employee from providing the Company with regular updates as to his/her Military Pay (in accordance with above guidelines), the employee should contact HR as soon as possible so that his/her base pay continuation will not be discontinued.
- d. If an employee exhausts the amount of base pay continuation available under the Collective Bargaining Agreement, the remainder of his/her military leave will be unpaid. However, the employee may elect to use accrued Vacation and Personal Holidays during any unpaid portion of his/her military leave. Employees on military leaves will not be paid for Designated Holidays during any unpaid portion of their leave. Employees are not eligible for any other form of leave, paid or unpaid, while on a military leave.

6. Impact on Benefits

Employees on an approved military leave of absence will have the option to continue certain benefits during the leave. Except as otherwise provided by state law, the employee shall be required to pay the required monthly (or weekly) contributions. During the Base pay continuation period described above, benefit deductions will be taken on a pre-tax or after-tax basis, as applicable to the particular benefit. When the employee is billed for the coverage, all benefits will be paid for with after-tax contributions. With respect to health insurance, bargaining unit employees typically will be permitted to continue their coverage for themselves, their spouses, eligible domestic partners and covered dependents for a period of up to 24 months from the date their service began, unless otherwise required by state law. The amount to be paid by the employee for such continued coverage will depend on the length of Uniformed Service.

Employees should refer to the Summary Plan Description (SPD) for each benefit plan in order to ensure the appropriate understanding of the impact of a military leave. The SPDs include the various limitations, offsets, and exclusions that may apply to illnesses, injuries, or losses that are incurred while serving in the armed forces or as a result of war or an act of war. They also include provisions regarding conversion or other applicable options that may be available when benefits coverage continued during



military leave stop due to non-payment of required contributions, reaching maximum time period for continuing benefits during military leave, or other events that end benefits coverage.

7. Impact on Vacation and/or Vacation Accrual

Employees will continue to accrue vacation at their regular accrual rate during any period of paid military leave. Employees will not accrue Vacation during any portion of their military leave that is unpaid. However, when the employee returns to work from military leave, his/her Vacation accrual will resume and the accrual rate and maximum Vacation entitlement will be based on his/her length of employment with the Company, including any period of military leave.

8. Return from Leave

a Reinstatement

Upon return from a military leave, employees will be reinstated in accordance with applicable law. Generally, such employees will be reinstated to the position in which they would have been employed if their employment had not been interrupted by military service, except as otherwise provided by law (all benefits and compensation will be adjusted in accordance with this change in employment status). However, in certain circumstances, an employee may be reinstated to another position (e.g., the position s/he held before the military leave or a position of like seniority, status, or pay). Questions regarding an employee's reinstatement following a military leave should be directed to HR

b. Accommodation for Disabled Employees

If an employee has incurred or aggravated a disability during his/her military service, the Company will make reasonable efforts to accommodate the disability and to help the employee become qualified to perform the duties of the position s/he would have attained with reasonable certainty if not for his/her military leave, or another position, in accordance with applicable law.

c. Return from Leave/Reinstatement Rules

An employee will be reinstated to employment from military leave upon his/ her return from military duty, in accordance with applicable law, provided the following conditions are met:







- i. The employee (or an appropriate officer of the Uniformed Services in which the employee's service was performed) has given advance written or verbal notice of his/her service to the employer unless this is impossible, unreasonable, or precluded by military necessity).
- ii. The cumulative length of the employee's absence and all other previous absences for military service have not exceeded 5 years, unless otherwise required by applicable state law and/or limited exceptions would permit the absence to exceed five years, as outlined above.
- iii. The employee reports to, or submits an application to return to employment from leave to, the Company promptly after the completion of military service, as provided for under USERRA or any other applicable state law
- iv. If an employee fails to promptly return to work or submit an application to return following completion of his/her military service, the Company may refuse reinstatement or terminate the employee, in accordance with applicable law and the Company's policies._

9. Exceptions to Reinstatement Rules

The Company reserves the right to deny reinstatement or reemployment to employees returning from military leave, in accordance with applicable law

10. Failure to Return as Scheduled

An employee who does not return within 3 days of the stipulated date of return from an authorized military leave of absence may be considered to have voluntarily resigned.

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 - FLOATER PILOT SCHEDULE

The Company and Union agree to introduce a pilot program within



the Manufacturing Unit with primary focus on supporting Platform 361, and with work permitted on other platforms within the same department.

The Company will bid a Mixer position supporting the Weekend Floater schedule with 4th shift being the home shift.

The Company would provide 1 week's notice for the employee to move to 5th shift to cover for planned absences. The Floater may be scheduled for up to 2 different shifts within a week, but would always have at least 8 hours of scheduled time off between scheduled shifts. Coverage would include items such as absences for vacation, personal days, planned FMLA/STD, and other business related reasons that affect the operation in such a way requiring support of this position. Same day callouts are out of scope for this role/schedule.

The Company and Union shall meet on a regular basis to review and discuss this initiative. Any changes to the program shall be mutually agreed to by the Company and Union, including the termination or expansion of this pilot program.

APPENDIX D: 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 on a one-time, non-precedent setting basis:

- The Union agrees to encourage employees in the Bargaining Unit to attend training, read materials, and sign the acknowledgment document.
- 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.
- By signing the acknowledgment 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 acknowledgment document.

- The Company retains the right to update, change, and/or terminate this policy at any time, and require employees to sign the acknowledgment document as a condition of employment.
- 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. A copy of the Johnson and Johnson IAPPs is attached

APPENDIX E - WEEKEND SHIFT AGREEMENT

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 4 months. This minimum period requirement will remain in place for a 2-year period from the date the positions are first filled.

Hours of Operation: The hours for the weekend shifts are as follows: 4^{th} shift: day shift works Friday, Saturday and Sunday, 7 am – 7:05 pm; 5th shift works Friday, Saturday and Sunday, 7 pm – 7:05 am.

Breaks: The 7:00 am - 7:05 pm (4th Shift) breaks would be scheduled at 9:00 am - 9:10 am and from 11:00 am - 11:10 am. Lunch would be held from 1:00 pm - 1:24 pm. After noon breaks would be scheduled from 3:00 pm - 3:10 pm and from 5 pm - 5:10 pm. The 7:00 pm - 7:00 am (5th shift) breaks would be scheduled at 9 pm - 9:10 pm and from 11:00 pm - 11:10 pm. Lunch would be held from 1:00 am to 1:24 am. After lunch breaks would be scheduled from 3:00 am - 3:10 am and from 5:00 am - to 5:10 am. Three minute walk time to and from each break/ lunch will be allowed.

<u>Sick Pay:</u> Sick pay would be computed using hours. A 12 hour day missed would use 12 hours of sick pay. All employees have a total of 40 sick hours per year. Employees having attained 30 years of service shall be granted 50 sick hours per year.



Bereavement Pay: Days missed due to be reavement would be paid at 12 hours per day, not to exceed 36 total hours per be reavement instance

Personal Holidays: Employees on the 4th and 5th shifts will receive 2 Personal Holidays per calendar year (max. 24 hours). Personal Holidays will be paid at 12 hours per full day and 6 hours per half day. Half day personal holidays would be taken in 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.

for immediate family members or 12 hours per bereavement instance for

daughter-in-law, son-in-law, sister-in-law, or brother-in-law.

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

Service Recognition: Employees on the 4th and 5th shifts who have attained 25 years of service would be granted 1 service recognition day off per year. Employee would 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 the 4th and 5th shifts 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.

Holidays: Holidays will be paid at 12 hours pay per holiday (holidays that fall on Fridays or Monday, depending on 4th or 5th shift). Employees on the 4th and 5th shifts receive only those contractual holidays that fall on a Friday or Monday (depending on the shift worked).

<u>Vacation:</u> Employees on the 4th and 5th shifts 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 on the 4^{th} and 5^{th} shifts. (For example: an employee with 20 vacation days would receive 13.33 days on the 4th and 5th shifts, 20 X 8 = 160 vacation hours/12 hours per vacation day = 13.33 vacation days.) For each whole day vacation taken on the 4th and 5th shifts, an employee will receive 13.5 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 the 4th and 5th shifts. 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 4th and 5th shifts and has 6 vacation days remaining. The employee then moves to a regular shift. They would now have 9 full days and 4 hours of vacation $[6 \times 12 = 72 \text{ hours/8} = 9 \text{ days}].$

Example 2: An employee is working on a normal shift and has 9 vacation days left. The employee then transfers to the 4th and 5th shifts. They would now have 6 days of vacation. $[9 \times 8 = 72 \text{ hours}/12 = 6 \text{ days}].$

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 4th and 5th shifts are made aware of the fact that they may have to change vacation. This change will not be counted as one of the ten changes allowed per vacation year.

Payroll: Employees on the 4th and 5th shifts will be paid 36 hours for 36 hours worked. Employees on the 4th and 5th shifts receive a weekend premium of 5% per hour added to his/her basic hourly rate of pay. The weekend premium will be included in any computation of vacation pay, holiday pay, overtime pay and sick pay.

Overtime: For employees on the 4^{th} and 5^{th} shifts, hours worked in excess of 36 hours per week will be paid at the rate set forth in the CBA.

Reduction Clause:

If jobs within the Lititz facility are reduced in the future due to such circumstances as loss of products or declining sales, the Company will make every attempt to first reduce such jobs from the Alternate shifts.

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.







<u>Days of Operation</u>: The normal days of operation for the alternative shift in the LLC shall be Wednesday through Saturday.

Hours of Operation: The hours for the alternative shift in the LLC shall be from 5:00 am until 3:05 pm.

Breaks: The break and lunch schedule will follow the current established schedule in the LLC. Three minute walk time to and from each lunch/break period will be allowed.

<u>Sick Pay:</u> Sick pay would be computed using hours. A 10 hour day missed would use 10 hours of sick pay. All employees have a total of 40 sick hours per year. Employees having attained 30 years of service shall be granted 50 sick hours per year.

Bereavement Pay: Days missed due to bereavement would be paid at 10 hours per day, not to exceed 40 total hours per bereavement instance for immediate family members or 10 hours per bereavement instance for daughter-in-law, son-in-law, sister-in-law, or brother-in-law.

Personal Holidays: Personal Holidays will be paid at 10 hours per full day, and 5 hours per half day. Half day personal holidays would be taken in 5 hour increments. Other than this change, all other aspects of personal holidays would follow the provisions of the contract.

<u>Tardy & Attendance:</u> Tardy and attendance policies shall follow the existing rules and parameters.

Service Recognition: Employees on the Alternate Shift who have attained 25 years of service would be granted 1 service recognition day off per year. Employee would have the option to take on an annual basis or accumulate to 4 in number and then take as a service recognition week. Employees on the Alternate Shift may not accumulate more than 4 service recognition days at a time. Service recognition days are to be paid at 10 hours per day.

Holidays: Holidays will be paid at 10 hours pay per holiday. Floating holidays can be scheduled at the employee's discretion (the company shall make every attempt to be more accommodating to the scheduling of floating holidays.) In the event that an employee bids or is transferred back to





a normal shift and has unused floating holidays, the company will pay out the unused holiday at 10 hours of pay per day. In the event floating holidays cannot be used by the end of the year, the company will pay out any unused days at 10 hours pay per day. In the event an employee has used a floating holiday before the actual holiday day was observed and bids or is transferred back to a normal shift, the employee will have the option of paying back the floating holiday or taking the observed holiday as no pay/ no charge status.

Vacation: Employees on the alternate shift will have their vacation days converted to hours. Those total hours will then be divided by 10 to calculate the number of vacation days that they will have on the alternate shift. (For example: an employee with 20 vacation days would receive 16 days on the alternate shift, 20 X 8 = 160 vacation hours/10 hours per vacation day = 16 vacation days.) For each whole day vacation taken on the alternate shift, an employee will receive 11.25 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 the alternate shift. 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 alternate shift and has 6 vacation days remaining. The employee then moves to a regular shift. They would now have 7 full days and 4 hours of vacation $[6 \times 10 = 60 \text{ hours/8}]$ = 7 days and 4 hours.]

Example 2: An employee is working on a normal shift and has 9 vacation days left. The employee then transfers to the alternate shift. They would now have 7 days and 2 hours of vacation. [9 X 8 = 72 hours/10 = 7 daysand 2 hours.

Any partial days received by this method must be taken at either the beginning or end of one's shift. Employees must work the rest of their shift on these days or it will be held against their attendance.

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

Overtime: For employees on the alternate shift, hours in excess of 10 will be paid at a rate of time and one half. As per the contract, consecutive hours in excess of 12 will be paid at double time. Hours worked on a Sunday will







be paid at a rate of double and hours worked on Monday and Tuesday will be paid at a rate of time and one half (provided the employee was compensated 40 straight time hours for that week.) Every attempt will be made to keep the assigning of overtime as fair and equitable as possible.







APPENDIX G – EXTENSION OF RECALL RIGHTS DURING A LAYOFF FORM

Extension of Recall Rights During a Layoff Form

HIRE LAY		
	If a member of USW Local 670 is laid off ar layoff had 1 year of active service but less t service, they must notify the Company before 1st year of layoff, by Certified or Registered M availability for work. Recall rights would the months from the date of layoff.	han 3 years of active the expiration of the fail, of his/her further
Signa	ture	Date
	If a member of USW Local 670 is laid off ar layoff had 3 or more years of active service, Company before the expiration of the 1st year or Registered Mail, of his/her further availabit rights would then be calculated at 24 months off.	they must notify the of layoff, by Certified lity for work. Recall
Siona	ture	Date







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91





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92

