

Siegfried

COLLECTIVE BARGAINING AGREEMENT

Between

SIEGFRIED USA, LLC.

And

TEAMSTERS LOCAL UNION 676

Affiliated with the

INTERNATIONAL BROTHERHOOD

OF TEAMSTERS

January 18, 2019 through January 17, 2022

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AGREEMENT

1. This agreement is made and entered into by and between Siegfried USA, LLC. (the "Company") and Teamsters Local Union 676, affiliated with the International Brotherhood of Teamsters (the "Union").

ARTICLE 1 — RECOGNITION

1. The Company recognizes the Union as the sole and exclusive bargaining agency for hours, wages, and other conditions of employment pursuant to the Certification of Representative of the National Relations Board, United States of America, dated June 27, 1974 in case No. 4-RC-10889 for all production and maintenance employees employed at the Company's plant in Pennsville, New Jersey and at no other geographical location, but excluding all office clerical employees, guards and supervisors as defined in the National Labor Relations Act.

ARTICLE 2 — TRANSFER OF COMPANY TITLE AND INTEREST

1. This agreement shall be binding upon the parties thereto, their successors, and assigns. The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. In the event the Company fails to give the notice herein required the Company shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to give notice.

ARTICLE 3 — PURPOSES

1. It is the mutual desire and intent of the Company and the Union, through this Agreement, to establish a practical and sound industrial and economic relationship between the Company and its employees covered by this Agreement; to promote conditions of employment contributing to the protection of property; to promote economy and profitability of operation and steady employment by improving the quality, quantity, and diversification of products and productions. The Company, the Union and the employees agree that they will individually and collectively cooperate and abide by this agreement in pursuit of these objectives, and to prevent lockouts, strikes, or other interferences with the work of the Company during the life of this Agreement; and to promote harmonious relations between the Company, its employees, and the Union.

ARTICLE 4 — UNION SECURITY

1. All present employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the thirty first (31st) day following the beginning of their employment

or on and after the thirty first (31st) day following the effective date of this Agreement, whichever is later.

2. The failure of an employee to become a member of the Union at the required time shall obligate the Company upon written notice from the Union to such effect and that Union membership was available to such employee on the same terms and conditions generally available to other members, to discharge such employee. The failure of any employee to maintain his Union membership in good standing as required herein shall, upon written notice to the Company by the Union to such effect, obligate the Company to discharge such employee. Good standing is defined as tendering of initiation fee and monthly dues uniformly required as a condition of acquiring or retaining membership in the Union.

ARTICLE 5 — CHECK-OFF

1. The Company, upon receipt of a valid, individual and voluntary written authorization of any employee, in a form acceptable to the Company, will deduct from the wages due a new employee, the initiation fee in equal installments on five consecutive pay days. In addition, the Company will deduct from the wages due any employee, on the second pay day of each month, his regular monthly dues (but not fines and assessments), as are from time to time fixed by the Union, in accordance with the Constitution and By-Laws of the Union, and certified to the Company by the Secretary-Treasurer of the Union as being so fixed. The Company will forward the aggregate amount of the initiation fee and the monthly dues deducted promptly each month to the Secretary-Treasurer of the Union or other duly authorized representative designated by the Union. Such authorization shall be irrevocable for one (1) year from the effective date of this Agreement or until the termination date of applicable collective bargaining agreement, whichever occurs sooner, and shall automatically be renewed as an irrevocable authorization for successive yearly or applicable collective bargaining agreement periods thereafter, whichever is the lesser, unless the employee gives the Company written notice of revocation at least fifteen (15) days prior to the expiration of each yearly period or of each applicable collective bargaining agreement, whichever comes sooner.

2. If any change in the amount of initiation fees or regular monthly dues is made by the Union during the term of this agreement, the Union will give written notice of such to the Company.

3. The Union shall indemnify, defend and save the Company harmless against any and all claims, demands, suits or other forms of liability arising out of or by reason of action taken or not taken by the Company in reliance upon payroll deduction cards submitted by the Union to the Company or for purposes of complying with any of the provisions of this Article. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Union.

ARTICLE 6 — HIRING NEW EMPLOYEES

1. The Company shall notify the Union when any new employees are to be hired and the Union shall have the right to send applicants for the job or jobs, and the Company agrees to interview such applicants. This provision shall not be deemed to require the Company to hire Union applicants or to preclude the Company from hiring employees from other sources.

ARTICLE 7 — PROBATIONARY EMPLOYEES

1. An employee shall be considered to be on probation and shall not be entitled to any seniority rights until after he has been employed one hundred eighty (180) consecutive days after the date of his last hire. If such employee shall be continued in the employ of the Company after the expiration of probationary period, his length of service shall be computed from his date of last hire. The Company retains the right to discharge new employees during or at the end of the probationary period without further recourse and the discharge may not be made the subject of a grievance either by the employee or by the Union, provided that this provision will not be used for purposes of discrimination. In case of discharge within the probationary period, the Company shall notify the Union in writing.

ARTICLE 8 — TEMPORARY OR PART-TIME WORK

1. The Company may hire part-time or casual employees for the sole purpose of vacation periods and absenteeism and such employees shall not hold seniority unless by mutual agreement between the Union and Company.

2. The Company may hire seasonal employees only by mutual agreement between the Union and the Company. Seasonal employees shall be employed for seasonal periods only and shall not hold any seniority standing. However, if the Company decides to hire full-time regular employees it shall give qualified part-time, casual and seasonal employees first opportunity to become full-time regular employees and their seniority shall start from their first day of full-time regular employment.

3. Part-time, casual and seasonal employees shall have to become members of the Union as provided in this Agreement.

4. The Company may hire students participating in an internship program sponsored by local technical schools by mutual agreement between the Union and the Company. Wages will be paid at the State and/or federal Minimum Wage Rates and interns are not required to become members of the Union as provided in this Agreement. Participation in the program by Siegfried experienced operators as the intern's sponsors is voluntary. Interns shall not shadow and/or perform assignments by the sponsors more than one (1) shift per week for the duration of their internship. Interns will be subject to all regular mandatory background, drug screening as well as basic cGMP, SOP and SHE training and will be provided by the Company with the appropriate uniforms and safety equipment.

ARTICLE 9 — SHOP STEWARD AND UNION REPRESENTATIVES

Shop Steward

1. The Company recognizes the right of the Union to designate one (1) Shop Steward from the Company's seniority list. The Union may also designate an alternate but only during the absence of the Shop Steward. The Shop Steward so designated by the Union shall be granted super seniority for the purpose of lay-off and recall from lay-off and job preference if qualified. The Shop Steward may leave his work for the purpose of investigating, presenting and processing grievances or other legitimate representation functions under the grievance procedure on the property of the Company. Whenever a Business Agent and the Company agree that the Shop Steward is required to attend any grievance hearing or arbitration attended by representatives of the Company and the Union, whether on or off Company property, he shall be compensated by the Company for time lost (only if he is scheduled to work) with a maximum of eight (8) hours per day unless otherwise mutually agreed to. Such time spent in handling grievances during working hours shall be at the applicable hourly rate and shall be considered working hours in computing daily and/or weekly overtime. The Shop Steward shall record his time and specify to his foreman or immediate supervisor, the purpose of his activity before he leaves the job and, upon entering the area of a supervisor other than his own, he shall notify that supervisor of his presence and purpose.

2. The provision for the Shop Steward to leave his work during working hours and be paid as set forth above is based on the understanding that the time will be devoted to the prompt handling of legitimate grievances or other legitimate representation functions, and that the Shop Steward will continue to work at his normal assignments at other times.

Union Representatives

3. Authorized representatives of the Union shall be permitted to visit the plant of the Company for the purposes of investigating or handling complaints or grievances. The representative will notify the Company and obtain approval prior to entering the plant or operations, but such approval shall not be unreasonably withheld, and there shall be no interference of the Company's business or operation.

4. Whenever a complaint is made concerning the wages, vacations, and/or holidays of an employee, an authorized representative of the Union shall have the right to inspect the relevant Company's payroll and time cards of the employee during the grievance procedure.

ARTICLE 10 — SUPERVISORY AND NON-UNION EMPLOYEES

1. Supervisory employees or other employees not in the bargaining unit shall not perform work on any hourly rated job classification if the result would be to displace an employee in the bargaining unit, but this will not prevent such work (1) in the instruction or training of employees, (2) in testing materials and production, (3) when doing experimental work, (4) in emergencies or (5) in the performance of necessary assistance when production difficulties are encountered.

ARTICLE 11 — MANAGEMENT'S RIGHTS

1. Except to the extent expressly abridged by a specific provision of the Agreement, the Company reserves and retains all of its rights to manage the business. Such rights of management shall include, by way of illustration, but are not limited to its right to determine prices of products, volume and scheduling of production and methods of financing; to add or drop a product line; to sell or lease the business, or any part thereof; to determine the number, location, and types of its operations, and the methods, processes, and materials to be employed; to discontinue processes or operations; to determine the number of hours per day or per week operations shall be carried on; to assign work to employees; to establish and change work schedules and assignments; to transfer, promote, or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees for cause and otherwise to take such measures as management may determine to be necessary for the efficient and profitable operation of its business.

Sub-Contracting

2. It is and has been the policy of the Company to utilize its employees to perform work when they are qualified to do so and the Company will not subcontract or contract out work normally performed by employees in the bargaining unit for the purpose of shrinking the bargaining unit or discriminating against the Union, but it reserves the right to subcontract or contract out any work it deems necessary according to the dictates of good business practice.

ARTICLE 12 — SENIORITY

1. The term "seniority" as used herein, shall mean the total length of an employee's most recent, continuous employment by the Company.

2. After the satisfactory completion of the probationary period as set forth in this Agreement, such employee shall be considered a regular employee and shall accrue seniority from his date of hire.

3. In all cases of layoffs or reduction of forces, re-employment, job preferences, shift preferences and promotions, the Company shall give due consideration to seniority, fitness,

ability and individual qualifications of the employee to perform the work in question and the efficient operation of the plant. Seniority shall prevail only if fitness, ability and individual qualifications of the employee to perform the work are substantially equal.

4. If an employee is selected to fill a vacancy or new position, he will be given a trial period of at least fifteen (15) working days. An employee selected to fill a vacancy or new position will be placed in the position within sixty (60) days after the job was first posted.

5. Employees who successfully bid for an open posted position are not allowed to bid again for another posted position for a period of one (1) year, starting on the date the bid was awarded. If an employee has successfully bid for a posted open position in either the Utilities or Waste Water Treatment Plant Departments, the employee is not allowed to bid again for another posted position for a period of two (2) years, starting on the date the bid was awarded.

6. The Company agrees to maintain a seniority list showing each regular, bargaining unit employee's seniority record. The Company agrees to post and furnish the Union with a complete, up-to-date seniority list every six (6) months.

7. A regular employee's seniority will be lost whenever such employee quits, is discharged for just cause, accepts other employment during an approved leave of absence, overstays an approved leave of absence, or is laid off for a period exceeding two (2) years without being recalled.

8. Whenever making seasonal or permanent lay-offs the Company agrees to give one (1) week's written notice to the Union and the Shop Steward.

9. The Company, when recalling laid-off employees, shall send a registered letter to the employee's last known address (as indicated on employee's records) and the employee shall have seven (7) calendar days to respond to such recall notice. After the employee has notified the Company that he will return to work, the employee shall have seven (7) additional calendar days to report for work. If the employee fails to report within said period, he shall lose all seniority rights under the Agreement.

10. In the event an employee is working for another Company during his layoff status, he may maintain seniority with such other Company until such time as this Company recalls him back from layoff status; if the employee refuses to report back to work with this Company then such employee shall lose all seniority rights with this Company.

11. Any employee who is promoted to or transferred to a position outside the bargaining unit will retain what seniority he had as of the day of his promotion or transfer for a period of sixty (60) days. If the employee returns to the bargaining unit within sixty (60) days, he may do so without loss of seniority rights.

12. An employee's inability to work because of proven illness or injury shall not result in the loss of seniority rights.

ARTICLE 13 — WAGES AND JOB CLASSIFICATIONS

1. The wage rates, job classifications, shift/premium pay differentials set forth in the "Wage Schedule" annexed hereto as Appendix A and A-1 are made a part hereof and shall be effective during the term of this Agreement as set forth therein.

2. The basic hourly wage rate for any employee classified in one of the job classifications in the Wage Schedule shall be a rate within the hourly wage rate range of his job classification provided no employee shall receive a reduction in his base rate as a result of the signing of this Agreement.

Minimum Hiring Rate

3. The minimum hiring rate shall be the starting rate specifically set forth in the wage schedule annexed hereto as Appendix A-1 and made a part of the Agreement.

New Employees With Experience

4. New employees with experience may be hired in any job classification at rates above minimum rates, but not in excess of the maximum rates of the classifications for the jobs to which they are assigned.

Promotions

5. Any employee promoted from a lower job classification to a higher job classification shall receive the minimum rate for the higher job classification effective the first day he works on the higher classification. However, nothing provided for herein shall prevent the Company from advancing the wage rate of any employee to any wage rate that shall not exceed the maximum wage rate of the employee's job classification. In the event such employee does not perform his work in the higher job classification to the Company's satisfaction, he shall be returned to his prior job classification at the same wage per hour he received in such prior job classification.

Temporary Transfers

6. Due to the changing character of work in the plant and the variation in work load between the various operations, the Company shall have the right to shift employees from job to job as required. When an employee is temporarily shifted to a lower paying job for the convenience of the Company he will continue to receive his current rate of pay.

Pay Day

7. Pay day will customarily be on Friday and not more than seven (7) calendar days shall be held back. If a Friday is a bank holiday, the employees shall be paid the previous workday.

Statement of Earnings

8. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Separation of Employment

9. When an employee leaves the employment of the Company, he shall be paid all monies due him, including vacation pay, if any, on the pay day of the following week.

ARTICLE 14 — HOURS AND CONDITIONS OF WORK

1. The Union agrees that the Company shall be entitled to "a day's work for a day's pay".

Work Week And Work Day

2. The present work week starts at 7:00 a.m., Monday and continues to 6:59 a.m. the following Monday.

3. The ordinary work day will consist of eight (8) hours and the ordinary work week will consist of five (5) eight (8)-hour days, except for employees working a seven (7)-day rotating shift schedule and employees working a ten (10)-hour shift schedule. Second or third shifts, which in whole or in part include hours after midnight in the following calendar day, shall for the purpose of this Agreement be considered to be a part of the same work day as that in which the first shift occurs.

Five (5)-Day, Seven (7)-Day, And 12-Hour Seven (7)-Day Rotating Shift Schedules

4. In view of the nature of the Company's business and in the interest of efficient operation, multiple shift operations may be required, including five (5)-day rotating shift schedules and seven (7)-day rotating shift schedules.

5. On a five (5)-day rotating shift schedule the employee works Monday through Friday, but may work the first shift the first week, the second shift the second week and the third shift the third week. An example of a five (5)-day rotating shift schedule is set forth in Appendix B annexed hereto and made a part hereof.

6. On a twelve (12)-hour, seven (7)-day rotating shift schedule employees cover fourteen (14) shifts per week on a rotating basis. Examples of seven (7)-day rotating shifts are set forth in Appendix B annexed hereto and made a part hereof.

7. In order to accommodate shift changes to take place on the floor, production and maintenance employees working 12-hour rotating shifts will start at 6:45 a.m./p.m. and finish at

7:15 a.m./p.m. This ½ hour will be paid at the overtime rate. This includes the 15-minute wash-up time. If the operation is idle, the employee is permitted to forgo the shift transition at 6:45 a.m./p.m. with consent from the supervisor without being charged sick and/or vacation time.

Shift Time And Meal Periods

8. The present shift times are as follows:

9. Day workers (employees who regularly work the first shift Monday through Friday) from 7:00 a.m. to 3:30 p.m. with a thirty (30) minute meal period without pay.

10. Day workers (employees who regularly work four (4) then (10)-hour days during the period Monday through Friday from 6:00 am to 4:30 pm with a forty-five (45)-minute meal period of which thirty (30) minutes are unpaid.

11. Shift workers (employees who work rotating or different shifts on a five (5) day basis or a seven (7) day basis) the first shift is from 7:00 a.m. to 3:00 p.m., the second shift is from 3:00 p.m. to 11:00 p.m., and the third shift is from 11:00 p.m. to 7:00 a.m. Shift workers on eight (8)-hour shifts shall have a thirty (30)-minute meal period per shift without loss of pay; shift workers on twelve (12)-hour shifts shall have two (2) thirty (30)-minute meal periods per shift without loss of pay. Shift workers shall remain on the premises during these meal periods, except that one person may leave the plant for one half (1/2) hour, without loss of pay for the purpose of picking up lunch for the other persons on the shift. Any time in excess of one half (1/2) hour must be made up at the end of the shift.

12. Any employee, scheduled for eight (8) hours and who works twelve (12) consecutive hours shall be allowed an additional thirty (30) minute meal period without loss of pay. Should an employee, scheduled for eight (8) hours, work sixteen (16) consecutive hours, said employee shall be paid a sixty (60)-minute meal period instead of the thirty (30)-minute meal period provided for working twelve (12) consecutive hours. Any employee, scheduled for twelve (12) hours, and who works sixteen (16) consecutive hours, shall be allowed an additional thirty (30)-minute meal period without loss of pay. The aforesaid meal periods shall be paid at the premium rate in effect.

13. No employee shall have to work more than five (5) continuous hours without a break period and until such a time as the plant has adequate facilities for employees (day workers) obtaining meals on the premises, employees (day workers) working overtime will be allowed to leave the plant to obtain meals, provided the plant and its facilities are adequately covered as to operations, maintenance, and safety. Any employee (day workers) who leaves the plant for meals must punch out and back in. This includes those working overtime.

14. Whenever these schedules are to be changed notice will be posted forty-eight (48) hours in advance whenever possible. The hours of work, the starting or quitting time, and the work week for each and every employee covered by this Agreement shall be determined by the Company in accordance with business and production requirements and the requirement of the

Company's customers; provided that, where practicable, the Company will notify the Union of any such changes and discuss same with the Union should the Union make a written request to meet to discuss such changes.

Rest Periods And Wash-Up Time

15. Each employee who works an eight (8)-hour, ten (10)-hour, or a twelve (12)-hour shift shall be allowed two (2) fifteen (15)-minute rest periods without loss of pay, one in the first half of the shift and one in the second half of the shift provided that such rest periods shall be taken at times and in areas or places designated by the Company, without any unnecessary interruption to production, and provided further that the number of employees on a rest period at any given time shall be within the exclusive discretion of the Company. In addition, employees are allowed to stop work fifteen (15) minutes at the end of the day's work for the purpose of washing up, without loss of pay.

16. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Company to fix the number of hours of work either per day or per week for such employee.

ARTICLE 15 — REPORT-IN AND CALL-IN PAY

Report-In Pay

1. In the event an employee reports to work as scheduled, without having been previously notified not to report, such employee shall either be given a minimum of eight (8) hours' work or shall receive a minimum of eight (8) hours' pay in accordance with the terms of this Agreement. However, the foregoing shall not apply in the event that such employee is deprived of work for causes beyond the Company's control, act of God or in the event that such employee for any reason is unavailable to or cannot or will not perform at least eight (8) hours' work.

2. Report-in pay is not due if the employee has been notified not to report before he leaves home or if the Company attempts to give such notice at the last address appearing in the Company's records. The Company may offer eight (8) hours work of any type and if the employee refuses such work he receives no report-in pay.

Call-In Pay

3. An employee who is called in to work after leaving the plant at the conclusion of his shift shall receive two (2) hours pay at straight time as a "call-in bonus" plus time and one-half for all hours worked. Time and one-half for all hours worked and the "call-in bonus" will not be paid when an employee is scheduled to cover for a co-worker or when an employee is

asked to come in at a future time that will occur twenty-four (24) hours or more from the time the call was placed.

4. An employee shall be deemed to have been "called-in" only when he receives notice of work to be done after leaving the Company premise. If he receives such notice of work to be done before leaving the Company's premise, but after the close of his preceding regular shift, he shall be deemed to have worked continuously.

5. If an employee is notified in advance to report for work before his regular starting time he is not entitled to call-in pay, but if his work continues into his regular scheduled shift he shall not be deprived of work on such regular scheduled shift.

6. Any employee called in to work on the sixth (6th) and/or seventh (7th) consecutive day worked in the same work week shall receive a minimum of four (4) hours' work or pay at the applicable overtime rate.

7. If an emergency job of a called-in employee runs into his normally-scheduled shift, the employee continues to work his normal shift at the straight-time hourly rate of pay as per the Contract. In cases where the called-in employee has not slept between his normal shift and the call-in event and the emergency job has run into his next normal shift, the employee is allowed to go home before the end of his normal shift to sleep. He will not be charged with vacation or sick time for the rest of that shift and he shall receive two (2) hours of straight-time hourly rate.

ARTICLE 16 — SICK PAY

1. All employees in the employ of the Company six (6) months, shall be entitled, in the event of illness or sickness, to sick pay as follows:

During the six (6) months immediately following the six (6) months eligibility period, an employee will be allowed 4 hours of sick pay for each monthly period of service to a maximum of 24 hours, until such employee has been employed for a one (1) year period.

2. All employees in the employ of the Company for one (1) year, shall be entitled thereafter, in the event of illness or sickness, to sick pay as follows:

During the twelve (12) month period from January 1st to December 31st a maximum of forty eight (48) hours will be allowed. For employees who complete one year of service during the calendar year, sick pay will be allowed on the basis of eight (8) hours for each two (2) month period of service up to forty eight (48) hours for the year.

3. The employee must telephone the Company's office not later than one-half hour before the start of the shift on the first day he stays out for illness or sickness. The Guard (856) 678-3601 will transfer the call to the appropriate supervisor per departmental call out

instructions. Employees assigned to Wet Trains will call the supervisor office (856) 678-8850. A medical certificate will be required from a physician certifying the illness or sickness, if such illness or sickness is for three (3) or more days' duration.

4. Any sick pay hours accrued during a calendar year that are not used in that year are accumulated in a sick leave bank for future use at the rate of one and one-half (1 ½) hours for each such unused hour unless the employee elects to receive pay for unused hours as provided in paragraph 5 below. The maximum number of hours that may be accumulated in the sick leave bank is 320. Upon termination of employment, all accumulated sick pay hours will be paid out.

5. Employees are allowed to use time from the sick leave bank once they have used up the annual 48-hour sick time allotment, but they will be charged with an absence and will be covered by the Company's Attendance Practice and disciplinary progression as outlined in the Company Attendance Practice unless:

- 5.1 The employee produces an original doctor's note for the duration of the absence;
- 5.2 The employee requests and gets approval from the direct supervisor 48 hours prior to using time from the sick leave bank.

6. Employees shall have the option of receiving pay (at the straight time rate) in January of each year for any sick pay hours accrued during the previous year but not used. Unless an employee elects to be paid for such unused sick pay hours, they shall be accumulated in the employee's sick leave bank as provided in paragraph 4 of this Article.

7. The Company agrees to inform each employee within thirty (30) days after the end of each calendar year as to the number of sick pay hours the employee has accumulated as of the end of the calendar year.

8. Any injury or illness qualifying for Workmen's Compensation benefits shall not qualify for any payments under this Article.

9. An employee absent from work due to illness or injury for a full shift may elect to be paid accrued sick pay hours for all the hours of his scheduled shift or a minimum of eight (8) hours. An employee absent from work due to illness or injury for less than his full shift must be paid his accrued sick pay hours for all time not worked.

ARTICLE 17— OVERTIME

1. The Company shall pay one and one-half (1 ½) times an employee's regular, straight-time hourly rate of pay for each hour worked in excess of their regularly scheduled work hours in any one (1) day or forty (40) hours in any one (1) work week. Employees who have completed their full work schedule for five (5) days in any week (at least forty (40) hours) shall be paid time-and-one-half their regular straight-time rate for work performed on the sixth (6th) consecutive day worked in the same work week and double their straight-time rate for work performed on the seventh (7th) consecutive day within the same work week. Only if an

employee is absent any day during the week for just cause shall that day be counted in computing overtime. Just cause for the purpose of this Article shall be employees qualifying for sick pay, recognized funeral leave, jury duty and holidays recognized under this Agreement. Failure of an employee to complete his work schedule on any day for reasons not within the control of the Company shall eliminate that day in counting days worked.

2. For the purpose of computing overtime to be paid to employees entitled to a shift differential and/or premium pay as set forth in this Agreement, the overtime shall be computed after adding the shift differential and/or premium to the regular, straight-time hourly rate.

3. Pay for a holiday not worked shall be considered to be hours worked for the purpose of computing overtime.

4. An employee may be required to work overtime, including Saturdays, Sundays, holidays and the sixth (6th) and seventh (7th) consecutive days in the work week.

5. The Company will inventory and attempt to equalize overtime among qualified employees. Equalization of overtime within each calendar year shall be based upon overtime hours worked only within said calendar year. The parties recognize that the operation of the plant and production of products is in certain respects unique and that efficient production often requires operation beyond the regularly scheduled shift and that the employee who commences the production of a batch must complete the production run as long as full operation is required.

6. In no event, shall there be any pyramiding of overtime pay. If, for example, weekly overtime, holiday overtime and overtime pay for work performed on the sixth (6th) or seventh (7th) consecutive day within the same work week occur on the same day, an employee shall not be paid for all of said overtime rates. He shall receive only one such overtime rate, whichever is greatest.

7. An employee shall be paid one and one-half (1 ½) times his regular straight-time hourly rate of pay for all hours he is required to work on his scheduled day off.

8. Overtime signed up for by an employee will be considered regular scheduled work with regard to call-offs and sick-time call outs. Employees who are scheduled for overtime will be guaranteed work or compensation for the number of hours accepted unless the Company cancels said overtime at least 48 hours in advance of the start of the overtime. If an employee reporting for overtime finds out that the operation for which he signed up is idle or if the overtime work took less time than originally anticipated, the employee is allowed to leave early with the consent of the supervisor without any penalty or being charged sick and/or vacation time.

ARTICLE 18 — HOLIDAYS

1. For the purpose of this Agreement, the following days are recognized holidays:

New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	Two (2) Floating Days

2. Each employee is entitled to one "emergency day" each calendar year. In order to take an emergency day, the employee must notify his supervisor at least one-half hour before the start of his shift. If an employee does not use his emergency day during a calendar year, he may not carry it over into the next year, but will be paid for it in January following the year not used. The shift the employee is working when the emergency day is taken (or the shift he is scheduled to work during the last week of December if paid for the day) will determine the amount of pay he received for the emergency day, e.g. an employee on an eight (8)-hour shift will receive eight (8) hours pay; an employee on a ten (10)-hours shift will receive ten (10) hours pay; and employee on a twelve (12)-hour shift will receive twelve (12) hours pay.

3. Each employee who has been on the active payroll of the Company at least sixty (60) days preceding the holiday involved, has worked the full scheduled work day that occurred within twenty-four (24) hours prior to and within twenty-four (24) hours after such holiday shall receive holiday pay at his straight-time hourly rate for each recognized holiday even though no work is performed on said holiday. Exceptions to this are legitimate and documented personal or family medical emergencies and bereavement leave (as per Article 22 – Funeral Leave) that occur on the day immediately before or after the holiday. An employee on an eight (8)-hour shift schedule shall receive eight (8) hours of holiday pay; an employee on a ten (10)-hour shift shall receive ten (10) hours of holiday pay; an employee in a twelve (12)-hour shift schedule shall receive twelve (12) hours of holiday pay.

4. If the Company requires an employee to work on one of the recognized holidays, except on the Thanksgiving Day and Christmas Day holidays, such employee shall be paid time and one half his regular straight-time hourly wage rate for each hour worked on the holiday and receive holiday pay at the regular straight-time hourly rate as per the above. If an employee is required to work on the Thanksgiving Day or Christmas Day holiday, the employee will be paid two times the regular straight-time hourly wage rate for each hour worked on the said holidays and will receive holiday pay at the regular straight-time hourly rate as per the above. Anything in this Agreement to the contrary, notwithstanding, it is the intention of the parties that an employee who actually works on a recognized holiday, namely 7:00 a.m. on the actual day the holiday is celebrated to 7:00 a.m. on the day immediately following the day the holiday is celebrated, as provided in this Article, and that only an employee who actually works during such period on a recognized holiday shall be so paid.

5. Any employee who is assigned to work on a holiday recognized by this Agreement and after being assigned to work refuses or fails to report to work without reasonable cause, shall be subject to disciplinary action.

6. If a recognized holiday falls during an eligible employee's vacation period, the Company shall allow the employee an additional day of vacation with pay.

7. Any employee who is on lay-off, suspension for disciplinary purposes, leave of absence, or sick leave shall not be eligible to receive holiday pay, except he shall be eligible to receive holiday pay during the first thirty (30) calendar days of sick leave. However, any otherwise eligible employee who is off work and receiving disability benefits or workmen's compensation shall not be eligible to receive holiday pay for any holiday which may fall during the time the employee is off work.

8. If a holiday occurs on a Saturday or Sunday, said holiday shall be observed at the option of the Company. For employees on a twelve (12)-hour rotating shift, the holiday shall be observed on the actual day.

ARTICLE 19 — VACATIONS

1. All employees who were hired in 2012 and forward, who have successfully completed their one hundred eighty (180) days of probation shall be entitled to seven (7) hours of vacation pay for each monthly period of service to a maximum of forty-two (42) hours, until such employee has been employed for a one (1) year period. In the next calendar year following the employee's first (1st) full year of employment, he shall be entitled to two (2) weeks of vacation pay.

2. (a.) All employees who have been employed for at least five (5) years shall be entitled to three (3) weeks of vacation with pay commencing on January 1 of the fifth (5th) annual anniversary year of employment and similarly shall be entitled to three (3) weeks of vacation pay during each subsequent calendar year.

(b) All employees who have been employed for at least ten (10) years shall be entitled to four (4) weeks of vacation with pay commencing on January 1 of the tenth (10th) annual anniversary date of employment and similarly shall be entitled to four (4) weeks of vacation pay during each subsequent calendar year.

(c) All employees who have been employed for at least seventeen (17) years shall be entitled to five (5) weeks of vacation with pay commencing on January 1 of the seventeenth (17th) annual anniversary date of employment and similarly shall be entitled to five (5) weeks of vacation pay during each subsequent calendar year.

- (d) All employees who have been employed for at least twenty (20) years shall be entitled to six (6) weeks of vacation with pay commencing on January 1 of the twentieth (20th) annual anniversary date of employment and similarly shall be entitled to six (6) weeks of vacation pay during each subsequent calendar year.

3. Vacation pay shall be computed on the basis of forty (40) hours per week for day workers and forty-two (42) hours per week for other than day workers at the straight-time rate of pay. Vacation time shall be credited on January 1 of each year. Once employees have exhausted their vacation, they cannot go negative in vacation balance in any calendar year. Employees with no remaining vacation time will be required to use sick, sick bank, personal or emergency time (as per each time guideline) when time off above and beyond vacation occurs.

4. An employee on an eight (8)-hour shift who takes vacation will be paid for eight (8) hours and eight (8) hours will be deducted from his credited vacation time for each day taken. An employee on a ten (10)-hour shift who takes a vacation day will be paid for ten (10) hours and ten (10) hours will be deducted from his credited vacation time. An employee on a twelve (12)-hour shift who takes one (1), two (2) or three (3) vacation days in a work week will be paid for twelve (12) hours and twelve (12) hours will be deducted from his credited vacation time for each day taken. An employee on a twelve (12) hours shift who takes four (4) vacation days in the same work week has the option of either being paid for forty-two (42) hours or forty-eight (48) hours. The number of hours for which the employee is paid will be deducted from his credited vacation time.

5. Any employee resigning or quitting without giving the Company at least one (1) week notice, unless there is justifiable cause for not giving such notice, or any employee discharged for cause shall not be entitled to any pro-rata vacation pay.

6. Vacation time off is considered time worked for purposes of calculating overtime only in the case of one single or one partial approved vacation day taken during any one work week. The approved vacation can cover up to a maximum of 8, 10, or 12 hours, depending on the shift the employee is working. Vacation hours plus hours worked in any one day must total the number of hours of the normal shift worked. When more than one approved vacation day is taken in any one work week, none of the vacation time will count towards the calculation of overtime and will not be considered just cause in calculating pay for the sixth and the seventh consecutive days worked.

7. Vacation time or personal time off requests for one (1) or two (2) individual days need to be requested from and approved by the immediate supervisor at least 48 hours ahead of the absence. Vacation time requests covering a three- (3), four- (4) or five- (5) day shift need to be requested from and approved by the immediate supervisor at least fourteen (14) days ahead of the absence. Vacation or personal time requests for shifts that the Company deems need to be filled will not be approved if voluntary coverage cannot be obtained, except that scheduled overtime, per Article 17, Paragraph 4, may be required for waste water treatment and boiler room

operations to satisfy legal obligations for coverage. If an employee is out of sick time and calls out with a request for emergency vacation or personal time, this will result in the employee being charged with an unexcused absence as per the Company Attendance Practice, unless a written doctor's note is provided. Vacation, personal time or sick bank must be used to cover the shift.

8. The Company reserves the right to shut down the plant in order that all vacations may be taken at the same time. The Company also determines the time and length of such shutdown, but such shutdown will customarily be for a consecutive two (2) week period during the months of July or August. The Company will give the employees as much notice as is reasonably possible prior to a shutdown, but in no event less than eight (8) weeks. Employees shall have the right, on a seniority basis, to request a vacation period other than the shutdown period and such request shall be granted unless the employee is needed for the operation or maintenance of the plant. Within one (1) month after the Company posts the announcement of the shutdown period any employee who wishes to take his vacation at a time other than the shutdown period shall so advise the Plant Manager in writing of the period when he wishes to take his vacation. During such shutdown period an employee, if not on vacation, will be assigned work, if available and he is qualified to do the work, on a seniority basis and be paid at the applicable wage rate according to his job classification. The Company shall have the right to operate any portion of the plant during the shutdown period where emergency, production or maintenance requirements warrant such operation.

9. Employees not on the active payroll, whether laid off, absent or on leave, are not entitled to vacations.

ARTICLE 20 — INSURANCE

Health And Welfare

1. Effective February 1, 1995 the Employer agrees to remit contributions to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity in the manner described in the Sections below.

2. Effective February 1, 2019, the Employer shall contribute to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity (hereinafter "Health and Welfare Fund") for and on behalf of each regular full-time and part-time employee of the Employer covered by the terms of this Agreement, the sum of sixteen hundred six dollars and eighteen cents (\$1,606.18). In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of this Agreement, the Employer's contribution, as set forth in this Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs at the levels in effect as of the date of the contribution increase, but in any event, such increase may not exceed a maximum of ten percent (10%) per contract year as needed. In the case of this Agreement, the only premium increase per contract year, if needed, shall occur on or after February 1, 2020, and again, if needed, on or after February 1, 2021, subject to the ten percent (10%) maximum in each contract year previously described.

3. The Employer contributions referred to above shall cover medical, dental, vision, disability, prescription and death benefits. The nature and amount of such benefits shall be determined from time to time by the Trustees of the Health and Welfare Fund.

4. Contributions shall be made by the Employer as set forth in Section 2 above for each regular full-time and part-time employee on the Employer's payroll who is covered by this Agreement. Additionally, if a regular full-time or part-time employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of six (6) months, provided the employee continues to be absent because of illness or off-the-job injury. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than twelve (12) months.

5. The sum required by Section 2 above shall be remitted monthly to the Health and Welfare Fund. Such monthly payment shall be submitted to the Health and Welfare Fund on or before the tenth (10th) day of the month for the month in which the contributions were accrued.

6. The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by registered mail or obligation to the Health and Welfare Fund. Copies of the verification shall be sent by the Administrator of the Health and Welfare Fund to the Employer and the Local Union.

7. Failure on the part of the Employer to contribute as specified herein above, shall make the Employer liable for all claims, damages, attorneys' fees, court costs, plus all arrears and payment, plus ten percent (10%) as liquidated damages.

8. The Employer shall complete and deliver to the Health and Welfare Fund, on forms supplied by the Health and Welfare Fund, and Employer's report stating the name and social security number for each regular full-time and part-time employee employed by the Employer during the calendar month.

9. The Trustees of the Health and Welfare Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax record for the employees covered by this Agreement.

10. By execution of this Agreement, the Employer authorizes the Employers' Association to enter into appropriate trust agreements necessary for the administration of the Health and Welfare Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

11. If an employee is granted a leave of absence by the Employer, and if the employee wishes to continue health and welfare coverage during the period of the approved leave of absence, the Employer shall collect from said employee, prior to the leave of absence

being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Non-Occupational Disability

12. The Company also agrees to furnish a Non-Occupational Disability Plan that will pay for a period of six (6) months after the "0" day wait for accidents and a seven (7) day wait for sickness, 2/3 of the employees base pay minus the maximum benefit paid under the New Jersey Temporary Disability Benefit Law (TDBL), and the Teamsters Health and Welfare Fund (TH&WF). In the event the combined payments an employee is eligible to receive under the TDBL and from the TH&WF for a particular week amount to more than 2/3 of his base pay, the employee is not required to return to the Company the amount in excess of 2/3 of his base pay for that week. However, advances made to an employee by the Company for payments under the TDBL or TH&WF shall be repaid by the employee.

Eligibility

13. Employees shall be entitled to the insurance coverage provided for in this Article on the first day of the calendar month following the completion of thirty (30) days of employment after the commencement of their employment. For purposes of this section, if an employee's anniversary is before the 15th of the month, it will be considered to be the first of the month. An employee hired after the 14th of the month will use the first of the following month as their start date for eligibility.

ARTICLE 21 — PENSIONS

1. Effective January 18, 2019, the Company shall contribute to the present pension plan four dollars and twenty five cents (\$4.25) per hour for each hour paid by the Company to each employee up to a maximum of forty (40) hours per week. Effective 1/18/2020, the Company shall contribute four dollars and forty five cents (\$4.45) per hour. Effective 1/18/2021, the Company shall contribute four dollars and sixty cents (\$4.60) per hour. Contributions to the pension plan are not required because of payments an employee may receive under the Non-Occupational Disability Plan (Article 20, section 12) or under Workers' Compensation, except as provided in Paragraph 2 of this Article.

2. In the event that a worker sustains an on-the-job injury, covered by Workmen's Compensation, the Company will continue to contribute to the pension plan for four (4) months. This may be extended at the discretion of the Company.

ARTICLE 22 — FUNERAL LEAVE

1. An employee will be granted an excused absence for such time as may be reasonably needed for the purpose of attending the funeral of a member of his immediate family and will be paid his regular straight-time rate for any or all of three (3) consecutive working days. For

purposes of this Article "immediate family" shall consist only of such employee's spouse, mother, father, sisters, brothers, children, grandparents, mother-in-law and father-in-law.

2. An employee will be granted an excused absence for the purpose of attending the funeral of a brother- or sister-in-law and grandma- or grandfather-in-law and will be paid his regular straight-time rate for one (1) scheduled work day.

3. For purpose of this article only, a working day shall consist of twelve (12) hours for twelve (12)-hour rotating shift workers, ten (10) hours for employees working on ten (10)-hour shifts, and eight (8) hours for all others.

ARTICLE 23 — JURY DUTY

1. An employee summoned for jury duty will be excused from work upon presentation of the court notice to the Plant Manager. An employee will be paid his straight time hourly rate for eight (8) hours, ten (10) hours or twelve (12) hours based on the shift he is working when called to jury duty for each scheduled work day he is on jury duty less any payment received from the court up to a maximum of one hundred twenty (120) hours in a calendar year. The employee will submit evidence of the amount received from the court and the dates served.

ARTICLE 24 — MILITARY SERVICE

1. Any employee covered by the Military Selective Service Act of 1967 (the "Act") who enters the military service of the United States Government under the Act or an antecedent thereof, or who is or was called to active duty or to report for temporary duty, shall be given a leave of absence for the period of such service. If such service is honorably terminated, and if such employee makes application to return to work within ninety (90) days from the date of such termination (or within such other time as the Act may provide) and is still qualified to perform the duties of his position such employee will be allowed to return to work in accordance with the applicable provisions of the Act, unless the Company's circumstances have so changed as to make it impossible or unreasonable to do so, and shall be entitled to credit for the period of service toward accumulative seniority and benefit rights in accordance with the applicable provisions of the Act.

ARTICLE 25 — LEAVES OF ABSENCE

1. The Company may grant leaves of absence without pay for reasonable cause. To insure uniformity of practices, all requests shall be in writing signed by the employee, shall state the reasons for the application and shall be approved by the Plant Manager in accordance with the current policy and the particular circumstances, such as the nature of the request, efficient operation of the plant, current work load, etc., at the time of the request. The granting of such leaves of absence shall be in a uniform manner and without discrimination.

2. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Employees on leave shall continue to accumulate seniority during the period of such leave, but not in excess of three (3) months for reasons other than illness or injury.

3. No leave of absence shall be considered as granted, nor shall it be valid until the application has been approved in writing by the Plant Manager. A copy of approved and disapproved applications shall be forwarded to the employee, his immediate supervisor and the Union.

4. The Company and the Union understand that the Federal Family and Medical Leave Act and the New Jersey Family Leave Act provide for job-protected family and medical leave (i) To care for an employee's family member, as defined by law, who has a serious health condition; (ii) To care for an employee's newborn child or to care for a child placed for adoption or foster care with the employee; and (iii) (federal law only) For a serious health condition that makes an employee unable to perform the duties of his job. Under federal law, an eligible employee is entitled to up to twelve (12) weeks of unpaid leave in any twelve (12)-month period; New Jersey law provides for up to twelve (12) weeks of unpaid leave in any twenty-four (24)-month period. Leave under federal and New Jersey laws may overlap in certain circumstances and the Company may require them to run concurrently. Further, under federal law, the employee's coverage in the Health and Welfare Plan must be maintained for up to twelve (12) weeks under an approved family and medical leave.

5. The Union and the Company acknowledge that the aforementioned federal and New Jersey laws do not supersede a collective bargaining agreement which provides greater family or medical leave rights. It is understood and agreed by and between the Company and the Union that members of the bargaining unit, when eligible, shall be permitted to take family and medical leave in accordance with the terms of the federal and New Jersey laws, unless the terms of the Collective Bargaining Agreement provide for greater family and medical leave benefits. Eligibility for such leave, notice requirements to obtain such leave, the substitution of paid leave for unpaid leave, reporting obligations during such leave, including medical certifications, conditions for reinstatement, and such other terms and conditions for such leave shall be as provided in the applicable statutes, unless the Collective Bargaining Agreement provides otherwise.

ARTICLE 26 — SAFETY

1. The Company agrees to establish a Safety Committee who will give due consideration to safety suggestions submitted to the Committee by the Union Representatives or by individual employees. The Committee will meet on mutually agreeable dates to discuss safety issues. The Company will attempt to equalize representation from the Union and Management.

2. Each employee agrees to cooperate to the fullest extent in promotion of safety, safe work habits, good housekeeping throughout the plant and to comply with all safety rules and regulations in effect. The Union agrees to cooperate with the Company in encouraging its

employees to observe such safety regulations as from time to time may be prescribed by the Company.

3. Each employee also agrees to immediately report any defective equipment to his immediate supervisor.

ARTICLE 27 — INJURIES AND ACCIDENTS

1. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the offices of Company designated physicians for the purpose of obtaining further treatment during working hours, shall be paid his regular, straight-time rate of pay for time lost because of such visits.

2. Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him from performing all work available to him, at the Company's plant, shall be paid his regular, straight-time rate of pay for the balance of the day on which he was injured plus four (4) days. Thereafter and up to a maximum of six (6) months, the Company agrees to pay 50% of the difference between the employee's regular pay and the amount paid by the Workmen's Compensation Act. This may be continued at the discretion of the Company.

3. Ability to perform work shall be determined by the Company doctor.

4. Any employee involved in an accident shall at first opportunity report said accident to the Company supervisor. If said accident involves any physical injury, the employee shall immediately report said accident to a Company supervisor.

5. In the case of an off the job injury or illness, if there is a disagreement between the employee's and the Company's doctor as to the employee's ability to perform work, then a third party doctor, jointly chosen by the Company and the Union, will make the final decision and the Company and the Union will split the cost of the office visit.

ARTICLE 28 — DISCHARGE, DISCIPLINE & RESIGNATION

1. The Company may immediately discharge, suspend or otherwise discipline any employee for just cause, without prior warning or notice, written or oral, and without first discussing the case with any Union representatives for violation of any of the following Company Rules:

- (1) Calling or participating in any unauthorized or illegal strike, work stoppage, slowdown, or walkout in violation of this Agreement.
- (2) Intoxication or the use of intoxicants on the plant property.

- (3) Theft or dishonesty.
- (4) Unprovoked assault on fellow employee or Company representative.
- (5) Acts of sabotage, vandalism, espionage or intentional destruction of equipment or property.
- (6) Illegal use of drugs.
- (7) Violation of plant smoking areas.
- (8) Insubordination.
- (9) Absence for three (3) consecutive working days without notifying your supervisor.

2. In all other instances the Company may discharge, suspend or otherwise discipline any employee for just cause, but the employee shall first receive a written warning and the case shall be discussed with the Business Agent of the Union (or the Business Agent shall have had a reasonable opportunity to discuss the case).

3. The enumeration of offenses set forth in the Company Rules constituting just cause for discharge and/or lesser discipline is by way of illustration only and, subject to the provisions of the first paragraph of this Article, shall not be deemed to preclude the Company from discharging or otherwise disciplining employees for other just reasons, and shall not preclude the Company from promulgating and/or enforcing other reasonable rules and regulations.

4. Warning notices shall remain in effect for a period no longer than nine (9) months from the date of such notice.

5. The Company will promptly give the Union written notice of all discharges and suspensions.

6. The Union may investigate any discharge, suspension or other discipline and resort to the Grievance Procedure and Arbitration as provided in this Agreement, except that a discharge or suspension shall not be subject to the Grievance or Arbitration procedure as provided in this Agreement unless the Union has given the Company written notice of its intention to do so within two (2) weeks of the discharge or suspension.

7. When an employee is justifiably discharged, suspended or voluntarily resigns, he immediately loses all employee rights and benefits except as is otherwise provided in this Agreement. When justifiably suspended, an employee loses all rights to wages during the period of justifiable suspension but does not lose his other employee rights and benefits.

8. In the event of any act that may be cause for discharge, the Company may in its discretion mitigate the penalty.

9. The Company Rules shall be posted on the bulletin board maintained by the Company.

ARTICLE 29 — NO STRIKE, NO LOCKOUT

1. The Company agrees that so long as this Agreement is in effect, there shall be no lockouts. The closing down of all or any part of the plant or the curtailing of any operations for business reasons shall not be construed to be a lockout.
2. The Union, its officers, agents, members and employees covered by this Agreement agree that so long as this Agreement is in effect, there shall be no strikes, sit downs, slowdowns or work stoppages. Any violation of the foregoing provision may be made the subject of disciplinary action, including discharge.

ARTICLE 30 — GRIEVANCE PROCEDURE AND ARBITRATION

Grievance Procedure

1. A grievance is defined as any difference, dispute or controversy regarding the interpretation or application of this Agreement. Except as is herein provided to the contrary, all grievances shall be handled as follows:

Step One: An employee feeling himself aggrieved shall present his complaint with the appropriate Shop Steward to his foreman or immediate supervisor within three (3) regularly scheduled working days after the alleged grievance occurs. They shall make every effort to settle the grievance amicably and promptly. This step shall be completed within seven (7) regularly scheduled working days after presentation of the grievance.

Step Two: If the grievance is not settled as Step One, then within one (1) regularly scheduled working day of the completion of Step One, its nature shall be written and signed by the aggrieved employee and the Shop Steward of the Union and copy shall be presented to the Plant Manager or his duly authorized representative. A meeting shall then be arranged between the Plant Manager or his duly authorized representative, and the employee, Shop Steward and Business Agent of the union and an effort shall be made to arrive at an amicable, satisfactory settlement within ten (10) days.

Step Three: If the grievance is not settled at Step Two, a meeting shall be arranged between a representative of the Company and a representative of the Union, but said meeting shall not be limited to said representatives, and an effort shall be made to arrive at an amicable, satisfactory settlement within ten (10) regularly scheduled working days, unless otherwise mutually agreed to.

Arbitration

2. If the grievance is not settled at Step Three, then within two (2) weeks the matter shall be submitted to arbitration in accordance with the following:

3. The arbitration shall be held before an Arbitrator selected by the American Arbitration Association (hereinafter "the Arbitrator") in accordance with the Voluntary Labor Arbitration Rules, which shall govern the arbitration proceedings.

4. Grievances involving discharge may, at the option of either party, be advanced directly to any step in the grievance procedure or directly to arbitration and other grievances may, upon the written consent of both parties, also be advanced directly to any step in the grievance procedure or directly to arbitration. Extensions of time may be mutually agreed upon by the parties if in writing.

5. As to grievances involving discharge the Arbitrator shall give his decision in writing to the parties within twenty-five (25) days of the closing of the hearing unless an extension of time is mutually agreed to by the parties.

6. Only a single grievance may be heard by the Arbitrator at one time, except by mutual agreement.

7. Any issue left unsettled by the Union and the Company when this agreement is signed must be settled by them not by an Arbitrator.

8. The Arbitrator shall not have jurisdiction or authority to amend, modify, add to, detract from or alter in any way the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon all parties.

9. This grievance procedure is intended to further the purposes of this Agreement and to provide a satisfactory alternative to strikes, lockouts, work stoppages, slowdowns, etc. However, in the event of a breach of any of the provisions of Article 29 entitled "No-Strike, No-Lockout", the aggrieved party shall not be obliged to follow the grievance procedure, but immediately shall have all remedies otherwise available at law.

ARTICLE 31 — BULLETIN BOARD

1. Space for a bulletin board, the size and propriety of which must be approved by the Company, will be provided for the purpose of posting Union notices approved by an authorized Company representative; such notices to encompass such subjects as: meetings and Union elections, appointments and results of Union elections, recreational and social affairs and similar miscellaneous announcements. Such space and/or bulletin board shall not be used for detrimental propaganda of any kind, nor shall such space or bulletin board be used for the posting or distribution of pamphlets or notices adversely reflecting upon the Company, its Management or its products or services.

ARTICLE 32 — NON-DISCRIMINATION

1. There shall be no discrimination by either the Union or the Company against any employee. The Company and its representatives and the Union and its representatives agree to abide by all applicable Federal and State laws and Presidential Executive Orders relative to non-discrimination (Race, Creed, Sex, National Origin, Disability and Age) in employment.

ARTICLE 33 — MISCELLANEOUS

Present Benefits. This Agreement shall not be construed so as to deprive the employees of any benefits or general working conditions heretofore granted to them by the Company in effect at the time of the signing of this agreement.

Compensation Claims. The Company agrees to cooperate towards the prompt settlement of employee on the job injury claims when such claims are due and owing.

Severance Pay. In the event of a permanent Plant Shutdown, the Company will pay severance pay to employees. The severance pay shall be one (1) week's regular straight-time pay for each year's service up to a maximum of twenty-two (22) weeks.

Company Witness. In case an employee shall be subpoenaed as a Company witness, he shall be reimbursed for all time lost and expenses incurred.

Uniforms. If any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished, laundered and maintained by the Company, free of charge at the standard required by the Company.

Sanitary Conditions. The Company shall provide suitable conditions for the employees, such as toilets, hot and cold running water and showers.

Protective Clothing. The Company shall supply protective clothing.

Tuition Reimbursement. Bargaining unit employees will be eligible to participate in the general tuition reimbursement program that may be available to non-bargaining unit employees.

Voluntary Deductions From Paychecks

1. "The Company agrees to deduct from the paycheck of employees covered by this Agreement voluntary contributions to DRIVE (Democratic, Republican, Independent Voter Education Fund). DRIVE shall notify the Company via a written authorization by the contributing employee of the amount to be deducted from the paycheck, which is to be done on a weekly basis for all weeks worked. Weeks worked exclude any week other than a week in which the employee earned a wage. On a monthly basis, the Company will transmit to DRIVE National Headquarters in one check the total amount deducted as well as the employee's name, social security number, and amount deducted from each contributing employee's paycheck. Annually, the International Brotherhood of Teamsters shall reimburse the Company for actual

expenses incurred administering the weekly payroll deduction plan. DRIVE agrees to defend, indemnify, and hold the Company harmless against any claims or liability arising from the administration of this voluntary contribution program.

2. The Company agrees that, upon receipt of a written authorization for deductions from wages, to deduct from the participating employee's paycheck voluntary contributions to be sent to Colonial Life. The Company will make deductions on a weekly basis as provided in the authorization and will transmit the total amount deducted to Colonial Life once a month. Colonial Life agrees to defend, indemnify, and hold the Company harmless against any claims or liability arising from the administration of this voluntary contribution program.

ARTICLE 34 — SAVINGS CLAUSE

1. If any of the provisions, sections or clauses of this Agreement are in contravention of the laws of the United States or of the State of New Jersey, such provisions shall be inoperative, but all other provisions of the Agreement shall continue to be in full force and effect.

ARTICLE 35 — WAIVER

1. The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain, collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. However, nothing contained herein shall prevent the parties from mutually agreeing on a voluntary basis with any proposal or suggestion of the other.

ARTICLE 36 – TERM OF AGREEMENT

1. This Agreement shall be in force and remain in effect from the 18th day of January, 2019 through the 17th day of January, 2022 and shall be considered self-renewing for yearly periods thereafter unless notice is filed by either party with the other, in writing, to change or alter such agreement at least sixty (60) days prior to the expiration of this Agreement.

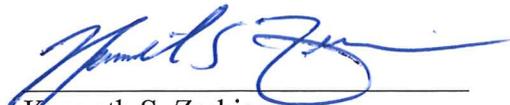
2. This Agreement supersedes in its entirety a certain Governing labor Agreement between the parties.

3. In the event the expiration date of this Agreement is reached and a new Agreement has not been arrived at, this Agreement will be temporarily extended until either a new Agreement is arrived at or either party hereto served written notice of the other that negotiations have terminated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FOR THE COMPANY:

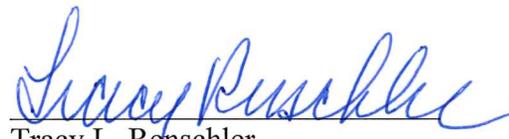
Siegfried USA, LLC.
33 Industrial Park Road
Pennsville, NJ 08070



Kenneth S. Zrebiec
Sr. V.P. /General Manager

3/12/19

Date



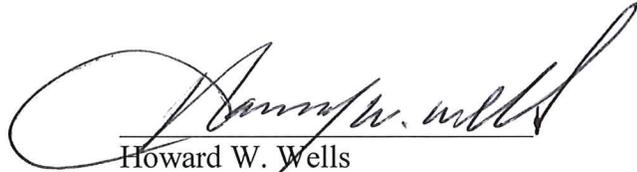
Tracy L. Renschler
Director of Human Resources

3/12/19

Date

FOR THE UNION

Teamsters Local Union No. 676



Howard W. Wells
Executive Officer/President

3-14-2019

Date



Jeffrey Semon
Trustee/BA

3-14-2019

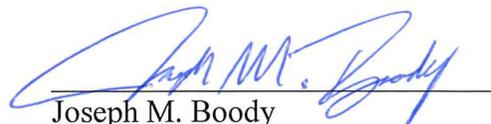
Date



Adam G. Raduszewski
Shop Steward

3-12-19

Date



Joseph M. Boody
Assistant Shop Steward

3/12/19

Date

APPENDIX A

HOURLY RATES

Production and Maintenance Operators

Warehouse I and up to Three (3) Warehouse II Operators:

	<u>1/18/19</u>	<u>1/18/20</u>	<u>1/18/21</u>
Inexperienced Employee	\$24.92	\$25.37	\$25.77
Experienced Employee*	\$25.92	\$26.37	\$26.77
Classification 3	\$30.78	\$31.23	\$31.63
Classification 2	\$31.55	\$32.00	\$32.40
Classification 1	\$32.50	\$32.95	\$33.35

Warehouse II Operators Hired Externally On or After 1/18/2016:

	<u>1/18/19</u>	<u>1/18/20</u>	<u>1/18/21</u>
Classification 3	\$21.99	\$22.44	\$22.84
Classification 2	\$23.05	\$23.50	\$23.90
Classification 1	\$24.12	\$24.57	\$24.97

Warehouse II Operators in Excess of the Three (3) Defined Above Who Successfully Bid for a Posted Opening as a Warehouse II Operator:

	<u>1/18/19</u>	<u>1/18/20</u>	<u>1/18/21</u>
Classification 1	\$31.12	\$31.57	\$31.97

Instrumentation and Refrigeration Technicians:

	<u>1/18/19</u>	<u>1/18/20</u>	<u>1/18/21</u>
Classification 1	\$34.80	\$35.25	\$35.65

Each employee will be reviewed for a promotion using objectives standards no later than twelve (12) months after the date of hire or twelve (12) months after the date of the employee's last promotion. Employees who satisfy the objective standards will be promoted.

* Eligibility for hire into experienced employee classification is based on a minimum of two (2) years bulk pharmaceutical or five (5) years of batch chemical experience.

APPENDIX B

HOURLY RATES

Pharmaceutical Technician (PT):

	<u>1/18/19</u>	<u>1/18/20</u>	<u>1/18/21</u>
Inexperienced Employee	\$29.17	\$29.62	\$30.02
Experienced Employee	\$30.17	\$30.62	\$31.02
Classification 3	\$31.53	\$31.98	\$32.38
Classification 2	\$32.30	\$32.75	\$33.15
Classification 1	\$35.30	\$35.75	\$36.15

The following are the job requirements to qualify as a Pharmaceutical Technician:

Classification

Job Requirements* for Manufacturing Department

P.T. Inexperienced

- Must possess a 2-yr. Chemical Operator Certificate from a recognized college or a 2-yr. Ass. Degree in Chemistry or Chemical Engineering.
- Must be able to operate in-plant vehicles.
- Must be able to do advanced mathematical calculations (ratios such as yield calculations and scale-down batches).

P.T. Experienced

- Must possess a 2-yr. Chemical Operator Certificate from a recognized college or a 2-yr. Assoc. Degree in Chemistry or Chemical Engineering.
- Must be able to operate in-plant vehicles.
- Must be able to do advanced mathematical calculations (ratios such as yield calculations and scale-down batches).
- Demonstrate a minimum of 2 years bulk pharmaceutical or 5 years of chemical plant experience.
- In order to receive a promotion from inexperienced to experienced P.T. the employee must be rated competent by the supervisor after 1 year as an inexperienced P.T.

P.T. 3rd. Class

- Must possess a 2-yr. Chemical Operator Certificate from a recognized college or a 2-yr. Assoc. Degree in Chemistry or Chemical Engineering.
- Must be able to operate in-plant vehicles.
- Must be able to do advanced mathematical calculations (ratios such as yield calculations and scale-down batches).

APPENDIX B (Continued)

- Demonstrate a minimum of 3 years bulk pharmaceutical or 6 years of chemical plant experience, of which 1 year was spent in the wet trains as an experienced P.T. @ Siegfried USA, LLC and for which time the employee received a competent rating from the supervisor.
- P.T. 2nd. Class
- Must possess a 2-yr. Chemical Operator Certificate from a recognized college or a 2-yr. Ass. Degree in Chemistry or Chemical Engineering.
 - Must be able to operate in-plant vehicles.
 - Must be able to do advanced mathematical calculations (ratios such as yield calculations and scale-down batches).
 - Demonstrate a minimum of 4 years bulk pharmaceutical or 7 years of chemical plant experience, of which 2 years were spent in the wet trains as an experienced P.T. @ Siegfried USA, LLC and for which time the employee received a competent rating from the supervisor.
- P.T. 1st. Class
- Must possess a 2-yr. Chemical Operator Certificate from a recognized college or a 2-yr. Ass. Degree in Chemistry or Chemical Engineering.
 - Must be able to operate in-plant vehicles.
 - Must be able to do advanced mathematical calculations (ratios such as yield calculations and scale-down batches).
 - Demonstrate a minimum of 5 years bulk pharmaceutical or 8 years of chemical plant experience, of which 3 years were spent in the wet trains as an experienced P.T. @ Siegfried USA, LLC and for which time the employee received a competent rating from the supervisor
- P.T. 1st. Class
- Employees currently working in the wet trains must have fifteen (15) years of cumulative experience in the Siegfried USA, LLC wet trains.
- * Siegfried USA, LLC reserves the right to change and/or upgrade job requirements in order to keep up with best practices that pertain to technical and regulatory aspects of the pharmaceutical industry.
- * Job requirements are stated as of the time an employee enters the classification.

APPENDIX C

SHIFT/PREMIUM PAY DIFFERENTIALS

Premium Pay

Only employees who work on shifts that rotate on a weekly basis will receive premium pay as follows:

8-hour/5-day rotating shifts	-	\$0.85 per hour for all hours worked.
12-hour/5-day rotating shifts	-	\$0.85 per hour for all hours worked.
12-hour/7-day rotating shifts	-	\$0.96 per hour for all hours worked.

Shift Differentials

Only employees who work on shifts that do not rotate on a weekly basis will receive shift differential as follows:

First shift	-	No differential.
Second shift	-	\$0.58 per hour.
Third shift	-	\$0.77 per hour

Shift differentials do not apply to day shift workers who work into second and third shifts.

APPENDIX D

12-HOUR 5-DAY ROTATING SHIFT SCHEDULE

WEEK	HOURS	MO	TU	WE	TH	FR	SA	SU
I	07:00 – 19:00	B	B	C	C	C	Off	Off
	19:00 – 07:00	A	A	A	B	B	Off	Off
II	07:00 – 19:00	A	A	B	B	B	Off	Off
	19:00 – 07:00	C	C	C	A	A	Off	Off
III	07:00 – 19:00	C	C	A	A	A	Off	Off
	19:00 – 07:00	B	B	B	C	C	Off	Off

- * The workweek is from 7 am on Monday until 6:59 am the next Monday.
- * At the beginning of the shift, which occurs at 7 am on Mondays, there will not be a 15 minute shift change.
- * At the end of the shift, which occurs at 7 am on Saturdays, there will not be a 15-minute shift change.
- * Holidays off will be credited for 12 hours.

APPENDIX E

FIVE (5)-DAY ROTATING SHIFT SCHEDULE

WEEK	HOURS	SU	MO	TU	WE	TH	FR	SA
I	23:00 – 07:00	Off	A	A	A	A	A	Off
	07:00 – 15:00	Off	B	B	B	B	B	Off
	15:00 – 23:00	Off	C	C	C	C	C	Off
II	23:00 – 07:00	Off	B	B	B	B	B	Off
	07:00 – 15:00	Off	C	C	C	C	C	Off
	15:00 – 23:00	Off	A	A	A	A	A	Off
III	23:00 – 07:00	Off	C	C	C	C	C	Off
	07:00 – 15:00	Off	A	A	A	A	A	Off
	15:00 – 23:00	Off	B	B	B	B	B	Off

* Work week hours are 23:00 Sunday through 22:59 Sunday

APPENDIX F

12-HOUR 7-DAY ROTATING SHIFT SCHEDULE

WEEK	HOURS	MO	TE	WE	TH	FR	SA	SU
I	6:45 a.m. - 6:45 p.m.	C	C	C	C	D	D	D
	6:45 p.m. - 6:45 a.m.	D	A	A	A	B	B	B
II	6:45 a.m. - 6:45 p.m.	A	A	A	A	B	B	B
	6:45 p.m. - 6:45 a.m.	B	D	D	D	C	C	C
III	6:45 a.m. - 6:45 p.m.	D	D	D	D	C	C	C
	6:45 p.m. - 6:45 a.m.	C	B	B	B	A	A	A
IV	6:45 a.m. - 6:45 p.m.	B	B	B	B	A	A	A
	6:45 p.m. - 6:45 a.m.	A	C	C	C	D	D	D

THIS WAIVER AGREEMENT ("Agreement") is made and entered into this 12 day of March, 2019 by and between Teamsters Local Union 676 (hereinafter referred to as the "Union") and Siegfried USA, LLC (hereinafter referred to as the "Employer"). The Union and the Employer are referred to hereinafter each as a "Party" or collectively as the "Parties."

WHEREAS, the Union and the Employer are parties to a collective bargaining agreement that became effective on January 18, 2019 and is scheduled to expire at midnight on January 17, 2022 (the "CBA"); and

WHEREAS, during the course of negotiations leading up to the CBA, the Parties discussed the financial impact of the New Jersey Paid/Earned Sick Leave law (P.L. 2018, c. 10) (the "NJPSL") on the Employer; and

WHEREAS, the Parties deem it to be in their mutual interest to not have the NJPSL apply to the employees represented by the Union.

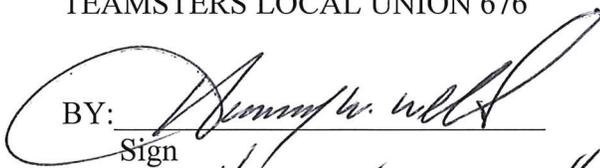
NOW, THEREFORE, in consideration of their mutual promises as set forth herein and intending to be legally bound hereby, the Parties agree as follows:

1. The terms and conditions of the NJPSL shall not apply to the employees of the Employer represented by the Union.
2. The Employer shall be relieved of any obligations under the NJPSL to the employees of the Employer represented by the Union.
3. The Union, on behalf of itself and the employees of the Employer for which it is the collective bargaining representative, hereby waives the application (*i.e.*, the rights and benefits as well as the obligations of the Employer) of the NJPSL.
4. This Agreement shall be deemed the required waiver of rights and benefits under the NJPSL, by the Union, in accordance with the NJPSL, more specifically Section 8(b)(4) of the P.L. 2018, c. 10.

SIEGFRIED USA, LLC

TEAMSTERS LOCAL UNION 676

BY: 
Sign
Kenneth S. Zrebric
Print Name
General Manager
Title

BY: 
Sign
Howard W. Wells
Print Name
President
Title


Tracy Renschler
Director of Human Resources