



AGREEMENT

Between

***G3 Closure Division and
United Food and Commercial Workers
International Union, CLC
Locals 186D
Modesto, CA***



From May 1, 2021 to April 30, 2025

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PARTIES TO CONTRACT

This Agreement is entered into on this 1st day of May, 2021, by and between the United Food and Commercial Workers International Union, CLC (UFCW) on behalf of its Locals 186D hereinafter called the “Union” and G3 Enterprises, Closure Division hereinafter called the “Company.”

SECTION I UNION RECOGNITION

- 1.1 The Company recognizes the Union as the exclusive representative of employees as defined in Section 1.2 of this Agreement.
- 1.2 Whenever used in this Agreement, the term "employees" shall mean all production, warehouse, and maintenance employees, employed by the Company at G3 Enterprises, Closure Division at 500 S. Santa Rosa Ave., Modesto, CA 95354, but excluding exempt, salaried non-exempt, and members of other bona fide, recognized collective bargaining units as covered by collective bargaining agreements with the Company.
- 1.3 Unless in case of bona fide emergencies, the training and instruction of bargaining unit employees, or research or pilot plant operations, managers, team leaders, and persons excluded from the bargaining unit shall not be permitted to perform any work normally performed by bargaining unit employees, and which said employees now perform.

SECTION II UNION SECURITY

- 2.1 An employee employed at the time this Agreement becomes effective, who is a member of the Union at such time, shall tender to the Union an amount of money equal to the monthly dues and assessments charged by the Union to all employees who are members of the Union.
- 2.2 An employee employed at the time this Agreement becomes effective, who is not a member of the Union at such time, shall not later than the completion of their probationary period, or the effective date of this Agreement, whichever is later, tender to the Union an amount of money equal to the initiation or reinstatement fee, and assessments, if applicable and the monthly dues charged by the Union to all employees who are members of the Union.
- 2.3 An employee who is initially employed or re-employed after the time this Agreement becomes effective shall, not later than the completion of their probationary period, tender to the Union an amount of money equal to the initiation or reinstatement fee, and assessments, if applicable and the monthly dues charged by the Union to all employees who are members of the Union.
- 2.4 The Union shall be the sole judge of the good standing of its members. Any employee who fails to become a member of the Union within the time limit set forth herein above or who fails to pay the required initiation fees, periodic dues and regularly authorized assessments as prescribed by the Union, shall be immediately discharged upon written notice from the Union to the Employer.

- 2.5 Upon completion of the employee's probationary period, the Company agrees to provide the Union, in writing, on the monthly dues report, the employee's name, address, social security number, age, telephone number, and clock number.

**SECTION III
CHECK-OFF
INITIATION FEES, DUES AND ASSESSMENTS**

- 3.1 The Employer agrees to deduct from the payrolls all initiation fees, periodic dues, reinstatement fees, and assessments as required by the Union upon representation of individual authorizations as required by law, signed by the employees directing the Employer to make such deductions. The Employer shall make such deductions from the employee's pay each month and remit same to the Union not later than the 10th day of the following month.
- 3.2 The Union will furnish the forms to be used for the authorization. The Employer will furnish the Union with a duplicate copy of all signed authorizations.
- 3.3 The Union will hold the Employer free and harmless against any and all claims, damages, suits or other forms of liability whatsoever that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of the initiation fees, reinstatement fees, regularly authorized assessments, and monthly dues check-off.
- 3.4 Sick leave payments will not be the subject of monthly dues deduction. However, vacation pay is subject to a monthly dues deduction.
- 3.5 The Employer must indicate on the monthly dues report all layoffs, leaves of absence and terminations.

**SECTION IV
NON-DISCRIMINATION**

- 4.1 In the administration of this Agreement, neither the Company nor the Union shall discriminate against any employee because of that employee's race, religious creed, color, national origin, ancestry, age, marital status, military or veteran status, physical disability, mental disability, legally protected medical condition, sex, gender, gender identity, gender expression, genetic information or characteristic, sexual orientation, transgender status, sex stereotyping, union membership, or for any other basis protected by applicable law.
- 4.2 This section of the Agreement shall be interpreted in accordance with applicable federal and state law.
- 4.3 In the administration of this Agreement, the Company and the Union will provide reasonable accommodation to qualified employees with a disability and to employees based upon their religious tenets. The need for and the extent of such accommodations shall be determined by the Company in accordance with its interpretation of the requirements of the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, and the applicable portions of California's Fair Employment and Housing Act, even if such accommodations may be in conflict with a provision of this Agreement. However, any action taken by the Company will not violate seniority.
- 4.4 An arbitrator hearing a grievance that alleges a violation of this section is authorized to award only reinstatement, back pay and/or back benefits to a prevailing grievant and has no authority to award compensatory, punitive, or any other monetary damages not specifically mentioned above.

SECTION V MANAGEMENT RIGHTS

- 5.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Company, including, but not limited to, the rights, in accordance with its judgment and discretion: to reprimand, suspend, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign or direct their work; to promote, demote, transfer, lay off, and recall to work employees; to set the standards of productivity, the products to be produced, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to control and regulate the use of machinery, facilities, equipment, and other property of the Company; to introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location and operation of departments, divisions, and all other units of the Company; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees.

SECTION VI PROBATIONARY PERIOD

- 6.1 An employee who has never accrued seniority under this Agreement or predecessor Agreements between the Company and the Union, or an employee rehired after termination of seniority shall be in "probationary" status until completion of six hundred (600) hours.
- 6.2 The employee may be dismissed by the Company at any time during such probationary period without the necessity of assigning any cause therefore.
- 6.3 Employees will not be eligible for Company benefits until the expiration of their probationary period.

SECTION VII SENIORITY

- 7.1 Definitions
- a. Seniority
Seniority shall mean an employee's length of continuous service with the Company, following completion of the probationary period, within the bargaining unit, measured in calendar days from the first day the employee actually worked for the Company on or after the employee's most recent date of hire. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee assigned the lower clock number shall be deemed more senior. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Section VI of this Agreement, at which time the employee shall possess seniority as defined in this section. Seniority shall be applicable only as expressly provided in this Agreement.
- b. Department Pool

A group of employees composed of one or more pay classifications, organized by functional tasks and/or shift within a department.

7.2 Termination of Seniority

An employee's seniority shall be terminated and his rights under this Agreement forfeited for any one of the following reasons:

- a. Discharge, quit, retirement, or resignation.
- b. Failure to give notice of intent to return to work after recall within the time period specified in Section 8.5(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall.
- c. Unless prohibited by law, time lapse of twelve (12) months, or for a period equal to the employee's seniority (whichever is less), since the last day of actual work for the Company, regardless of reason, except layoff.
- d. Failure to return to work upon expiration of a leave of absence or its extension.
- e. Unless prohibited by law, layoff for a period of twelve (12) months or for a period equal to the employee's seniority, whichever is less.
- f. If the employee is absent for two (2) working days without properly notifying the Company, unless a reason satisfactory to the Company is provided.
- g. If the employee has failed to provide the Company with the employee's current telephone number and address, hindering the Company's ability to contact the employee.

7.3 Seniority List

The Company shall provide the Union with a current seniority list every February 15th and August 15th. In addition, on this same date, in each department, the Company will post a departmental roster of employees, in plant seniority order.

7.4 Transfers within Plant

It is understood that the transfer of an employee within the plant shall not affect such employee's basic seniority rights as an employee of the Company.

7.5 Departmental Seniority for Maintenance Departments

For the Maintenance Departments only, the date that a Maintenance employee entered the department shall be used for the purpose of vacation scheduling, overtime, and shift preference application.

SECTION VIII LAYOFF/REDUCTION IN FORCE

8.1 Determination of Layoffs

The Company will determine the timing of layoffs, the number of employees to be laid off, and in which department pool(s) layoffs will be effected.

8.2 Layoffs

In the event of a layoff in a department pool, where employees' skills and ability are equal, seniority will be the determining factor.

8.3 Bumping Only During Layoffs

- a. An employee laid off pursuant to Section 8.2 of this Agreement may bump the employee with the least seniority in a department pool in the same level or in a lower paid level provided that: (1) the bumping employee has more seniority than the employee he will bump, (2) at some point in the past, he successfully completed the training period for the job classification in that department pool, and (3) he can perform the functions of an employee in such department pool with a brief refresher training period provided that, if the employee is eligible to bump into more than one (1) department pool, the Company shall determine the department pool into which the employee will be permitted to bump, so long as the straight-time rate of pay for such department pool is not less than the straight-time rate of pay for another department pool into which the employee is eligible to bump.
- b. If the bumping employee cannot perform the function within a department pool at the standard described above, the employee will be eligible to bump into the next highest department pool for which the employee has the requisite skills and performance.
- c. If the application of this section for a layoff, which is expected to be for a long period of time, results in an employee working a lower-paying position than the one he was laid off from, such employee will receive the straight-time, classified hourly rate of the position he left for a period of four (4) calendar weeks.

8.4 Voluntary Layoffs

- a. For layoffs expected to last thirty (30) days or more, more senior employees (non-seasonal) who would otherwise not be placed on layoff may request to be placed on layoff by submitting a "Notice of Request for Voluntary Layoff" form to Human Resources within seven days of the layoff being announced by the Company.
- b. Such requests will be granted if the Company determines that the requesting employee's position can be filled by a qualified, available replacement.
- c. The Company is not required to recall an employee on layoff in order to permit another employee to go on layoff.
- d. At any time, based on business need, the Company may recall any employee on layoff, if qualified and in the order of seniority.
- e. Any layoffs taken pursuant to this provision are subject to paragraphs 7.2(b) and (e) of Section VII.

8.5 Recall

a. Order of Recall

If the Company determines to fill a vacancy in a department pool from which employees are laid off, such employees shall be recalled in the reverse order of layoff.

b. Notice of Recall

The Company will forward notice of recall by certified mail to the last known address of the employee reflected on Company records. The employee must, within five (5) calendar days from the date of delivery or the last attempted date of delivery of the notice, whichever is earlier, notify the Company of his intent to return to work on the date specified for recall and thereafter, return to work on such date.

SECTION IX JOB POSTING/INTEREST NOTICES

9.1 Posting and Interest Notices

For level 5A, 5 or 10 positions, if the Company determines to fill a job vacancy within the bargaining unit, the Company will post the vacancy or job opening on employee bulletin boards for fourteen (14) calendar days. Such a vacancy will be posted plant wide. Any qualified employee may submit an interest notice for the job, in writing or electronically, during the posting period. The Company shall not be required to post a vacancy or job opening for a particular job more than once every ninety (90) calendar days. Any interest notice submitted within a posting period shall remain valid for ninety (90) calendar days.

9.2 Selection

- a. For the purpose of awarding posted jobs, where employees' skills and ability are equal, seniority will be the determining factor. As judged by the Company, if no employees qualified for the posted job submit interest notices for the job, the Company may fill the job from any source. It is understood that the determination of who is awarded Level 5A, 5 or 10 jobs is not subject to the grievance and arbitration procedure.
- b. A Union representative that has received training will participate as one of the interviewers of job notice candidates for jobs at pay levels 5A, 5 or 10. The Union may select the union representative that will take part in the interview process, provided he/she is a Level 5A, 5 or 10 and has no active discipline above DEC. A candidate not selected for a Level 5A, 5 or 10 job, within seven (7) calendar days of being informed that he/she was not selected, may contest the decision by submitting his/her objections to his/her department manager. A review will be conducted by the candidate's Operations Manager whose decision will be final.

SECTION X SHIFT PREFERENCE

10.1 Except for employees who hold Level 5A, 5, or 10 jobs, the Company agrees to give employees within a department pool their preference on shifts when vacancies on preferred shifts occur. Shift preference applications shall be filed in writing on forms provided by the Company. The shift preference application will remain active until changed by the employee. Qualified employees with active shift preference applications will be transferred in order of seniority to fill vacancies on shifts of their choice within their department pool subject to the following conditions:

- a. The Company agrees that seniority shall prevail in the assignment of employees to shifts. However, it is recognized that it is impossible to properly operate with all of the senior employees on one shift. The parties agree, therefore, that seniority alone cannot be the sole determining factor in the assignment of employees to shifts. In such a case, the Company will determine whether to act upon the shift preference. For employees working on a continuous operation schedule, shift preference does not apply between schedules D1/D2 or N1/N2.
- b. No employee may have a shift preference application acted upon more than once each six (6) months unless the employee within that period is displaced from the employee's preferred shift through a layoff. In such an

event, the six (6) month requirement shall be waived and the employee may submit a new shift preference application.

- c. On occasion it may be necessary for the Company to assign newly hired or transferred employees to preferred shifts for orientation and familiarization purposes when such requirements exist. In such instances, the Company retains the right to determine the time required (not to exceed 360 work hours unless extended by mutual agreement) to retain the employee. Permanent shift assignments may be made after the newly hired or transferred employee's probationary or training period is complete.
- d. After entering a department pool as a result of a job posting, an employee must wait for a period of twelve (12) months after date of qualifying in the new position to have a new shift preference acted upon.
- e. After being awarded a job posting within the same department pool, an employee must wait for a period of six (6) months after date of qualifying in the new position to have a new shift preference acted upon.
- f. Employees exercising shift preferences will not be permitted to change shifts during the workweek for the purpose of obtaining overtime.

SECTION XI HOURS OF WORK

11.1 Workday and Workweek

- a. A workday is a consecutive twenty-four (24) hour period beginning at the same time each calendar day. A workday can begin at any time of the day.
- b. For purposes of determining an employee's pay, the workweek shall consist of seven (7) days beginning at a certain time on the first day of the workweek, and ending 168 continuous hours after that start time.
- c. Different groups of employees may have different workdays, workweeks, and work schedules.
- d. Regular work schedule: Schedule with a duration of eight (8) hours, excluding meal periods.
- e. Continuous operations work schedule: Schedule with a duration of eleven and three-quarters (11.75) hours, excluding meal periods.

Crew	Week	Sun	Mon	Tue	Wed	Thu	Fri	Sat
D1	1	-	D	D	-	-	D	D
	2	D	-	-	D	D	-	-
D2	1	D	-	-	D	D	-	-
	2	-	D	D	-	-	D	D
N1	1	-	N	N	-	-	N	N
	2	N	-	-	N	N	-	-
N2	1	N	-	-	N	N	-	-
	2	-	N	N	-	-	N	N

- 11.2 Except as already provided for in this section, no change in the regular work schedule shall take place without consultation with the Union. Consultation will include a discussion regarding how light work load (LWL) decisions are made. The Company shall have the right to determine work schedules and shifts to meet business requirements. All employees on a shift need not be assigned to the same work schedule. The Company will provide at least ninety (90) calendar days notice to affected employees prior to implementing a change in work

schedule, except in the case of an emergency. In any event, such a change will comply with applicable California law.

- 11.3 Preference for assignment to the changed work schedule shall first be given to employees currently in the classification(s) which will be working such schedule, in accordance with the employees' plant seniority (departmental seniority in the case of Maintenance employees), provided they have the skills and ability to perform such work. If an insufficient number volunteer for such work schedule, the most junior employees possessing the skills and ability to perform the work will be assigned to the work schedule.
- 11.4 In the event of an implementation of a new alternative schedule, the Company agrees to host a meeting 90 calendar days after the initial implementation of an alternative schedule on a date mutually agreed to by the Company and the Union. The purpose of the meeting is to receive feedback/report outs from employees working the alternative schedule. The Company will compensate any employee asked to attend this meeting for his/her time spent in the meeting.
- 11.5 Overtime is defined as any time worked in excess of forty (40) straight-time hours in any employee's workweek.
- 11.6 Nothing in this section shall be construed as a guarantee of hours of work per day or per week or for any other period of time.
- 11.7 Meal Periods and Rest Breaks
- a. The Company provides employees who work more than five (5) hours in a day with an unpaid thirty (30) minute, uninterrupted meal period starting no later than the end of the fifth (5th) hour of work. Employees who work no more than six (6) hours in a day may waive the first meal period.
 - b. The Parties further acknowledge that while employees who work more than 10 hours in a day are entitled to a second thirty (30) minute, uninterrupted meal period (starting no later than the end of the tenth (10th) hour of work), the UFCW, on behalf of all employees covered by this Agreement, has agreed to waive this second meal period. If any employee wishes to revoke this agreement and take their second meal period, they have the right to give notice of their desire to their Team Leader. The first thirty (30) minute unpaid meal period will begin before the end of the fifth (5th) hour of work. Employees who wish to work more than twelve (12) hours in a day may not waive their second meal period.
 - c. Employees are entitled, encouraged, and expected to take all meal periods provided under this Agreement that are not waived, during which the Company shall relieve employees of all duty and shall not exercise control over employees' activities. Employees are free to spend their meal period time as they choose (consistent with any other Company policies that may apply during off-duty time), and may leave the premises.
 - d. The Company authorizes and permits employees to take one (1), fifteen (15) minute rest period for every four (4) hours of work or major fraction of four (4) hours. Insofar as practical, rest breaks should occur in the middle of each work period and should not be combined with meal periods or skipped to leave early. The following table shows the number of rest breaks that the Company authorizes and permits employees to take, depending upon the length of the shift:

Hours of Work	Rest Periods
Less than 3.5 hours	0
3.5 – 6 hours	1
>6 – 10 hours	2
>10 – 14 hours	3
>14 hours	4

Employees are free to spend their rest period time as they choose (consistent with any other Company policies that may apply during off-duty time), and may leave the premises.

11.8 Shift Differential

- a. For employees working a regular schedule, all work on the second shift (Swing) by an employee assigned to that shift shall be paid at the rate of thirty cents (30¢) per hour above the rate of the job performed, and all work performed on the third shift (Graveyard) by an employee assigned to that shift, shall be paid for at the rate of forty cents (40¢) per hour above the rate of the job performed. The term second shift (Swing) shall mean any shift terminating between the hours of 6:01 p.m. and 3:01 a.m. The term third shift (Graveyard) shall mean any shift terminating between 3:01 a.m. and 12:01 p.m.
- b. For employees working a continuous operation schedule, all work on Night (N1/N2) shifts by an employee assigned to that shift shall be paid at the rate of forty cents (40¢) per hour above the rate of the job performed. The term Night (N1/N2) shift shall mean any shift terminating between the hours of 3:01 a.m. and 12:01 p.m.

- 11.9 In addition to the above-described shift differentials, employees assigned to work on a continuous operation schedule that routinely includes a Saturday and /or Sunday shall be paid at a rate of twenty-five cents (25¢) per hour above the rate of the job performed.

SECTION XII MAINTENANCE AND OPERATIONS APPRENTICESHIP PROGRAMS

- 12.1 It is agreed that a maintenance and/or operations apprenticeship program may be established at each plant with the understanding that as to those Employers that do not have either the need for such a program or qualified applicants, said Employer shall have the option of hiring skilled mechanics and skilled operators from outside sources. Upon successful completion of the maintenance and/or operations apprenticeship program, employees will be transferred in order of seniority to fill vacancies within the applicable department pool.

SECTION XIII ATTENDANCE

- 13.1 Employees are expected to regularly report for work and report for work on time each scheduled workday. In situations where an employee is absent from work or late to work, the disciplinary procedure will be followed.
- 13.2 An incident of absenteeism includes but is not limited to any non-protected absence of one scheduled work day including scheduled overtime shifts, one (1) non-protected incident of working less than one-half of a scheduled work day, one (1) non-protected tardy greater than or equal to 31 minutes of any shift, two (2) non-protected incidents of leaving after completing one-half or more of a scheduled work day, two (2) non-protected incidents of declining early-in or stay-late overtime. In the event a Company representative unilaterally makes a determination to send the employee home due to non-industrial illness or injury, such an occurrence will not be considered an incident of absenteeism.

For employees on a continuous operations schedule, the description in Section 13.2 above applies in addition to the description as follows, one (1) incident of absenteeism for any non-protected absence, or one-half (.5) incident of non-protected absenteeism after completing one-half or more of a scheduled shift, or one-half (.5) incident of a non-protected tardy less than or equal to 30 minutes of a scheduled shift.

In every instance of an employee's failure to work as scheduled, whether protected or not, he/she must provide a truthful reason for such failure.

- 13.3 For any employee on a regular schedule who has accrued seniority as of January 1 of any year, his/her first six (6) incidents of absenteeism of that calendar year, excluding any non-reported or protected absences, will not be counted against him/her for the purpose of receiving any step of discipline as described in paragraph 13.4 below.

For any employee on a continuous operations schedule who has accrued seniority as of January 1 of any year, his/her first five (5) incidents of absenteeism of that calendar year, excluding any non-reported or protected absences, will not be counted against him/her for the purpose of receiving any step of discipline as described in paragraph 13.4.

For an employee who has not accrued seniority on January 1 of that year; but, who later in the year accrues seniority, the number of incidents of absenteeism that will not count against an employee, excluding any non-reported absences, is obtained by, rounding up to the nearest whole number, the following calculation: [6 for regular schedule (or 5 for continuous operations schedule) \times ((the number of full, calendar months that remain in the year immediately following the date he accrues seniority) \div 12)]. For example, an employee is hired on April 3. Assume he accrues seniority on July 24. Five full months remain in the year. $6 \times (5 \div 12) = 2.5$, which rounds to 3 for a regular schedule or $5 \times (5 \div 12) = 2.08$, which rounds to 3 for a continuous operations schedule.

A non-reported absence is defined as failing to report an absence without any notice, or reporting an absence or reporting to work thirty one (31) minutes or more after the start time.

13.4 Corrective Steps:

- a. Documented Employee Counseling— One (1) incident of non-protected absenteeism after the use of the six (6) incidents of absenteeism for an employee on a regular schedule or five (5) incidents of absenteeism for an employee on a continuous operations schedule not counted against an employee.
- b. First Written Reprimand – One (1) additional incident of non-protected absenteeism within one year from the issuance of the documented employee counseling or the first non-reported absence.
- c. Second Written Reprimand – One (1) additional incident of non-protected absenteeism or a non-reported absence within one year from the issuance of the first written reprimand.
- d. Discharge – Two (2) additional incidents of non-protected absenteeism or a non-reported absence within one year from the issuance of the second written reprimand.
- e. The numbers of incidents of absenteeism, including tardies, for each level of discipline are not absolute. Consideration shall also be given to length of time between absences; absences that repeatedly occur the day prior to or following a weekend, or vacation, and the frequency of absences and/or tardies.

- 13.5 The one-year period specified in Corrective Steps in Paragraph 13.4 above shall be extended by the like number of days of medical leaves totaling more than thirty (30) calendar days, commencing from the date of the most recent corrective step.

- 13.6 Effective every January 1 and thereafter, absenteeism incidents for missing up to twenty four (24) hours for an employee working a regular schedule or up to thirty five and one quarter (35.25) hours for an employee working a continuous operations schedule will not be counted against an employee provided 1) he/she requests and has a sufficient number of hours in his/her sick pay balance for such shifts and 2) the reason for the missed shifts was one of the reasons set forth in paragraph 33.3 of this Agreement. An employee will be allowed the use of incremental sick pay (from two (2) hours up to one-half (1/2) of a scheduled shift) under paragraph 33.3 of this Agreement on up to four (4) occasions as part of their twenty four (24) or thirty five and one quarter (35.25) hours referenced. It is understood that from January 1 forward of any year, each absence that occurs in chronological order for which conditions 1) and 2) above are met, incidents of absenteeism will not be counted against an employee.

SECTION XIV REPORT-IN AND CALL-BACK PAY

- 14.1 An employee who reports for work at the time scheduled by the Company shall be entitled to a minimum of four (4) hours of work or equivalent pay unless the Company is unable to provide work for reasons beyond its control, such as operations not being able to commence due to threats to employees, or property, public utilities failure or some other act of God. If the Company has three or more hours notice of the event beyond the Company's control, the Company will use reasonable means to notify employees that work will not commence. If the Company has three or more hours notice of an event beyond its control and fails to try to provide reasonable notice to an employee, the report-in pay provision will apply. In the event the Company has less than three hours notice of the event beyond its control, an employee who reports to work will not receive report-in pay.
- 14.2 An employee who, while at a location other than the Company's premises or other work location designated by the Company, is notified by the Company to report for work at a time other than the employee's regularly scheduled starting time, shall be entitled to a minimum of one-half of the scheduled hours of work or equivalent pay and shall perform such duties as the Company may assign.
- 14.3 An employee, who has previously completed that day's work and, after having left the premises, is called in for emergency work, shall be paid a minimum of one-half of the hours of his regular shift at the prevailing premium rate. An employee called in for such emergency work shall not be required to perform non-emergency work to fill out the one-half of the regular shift.

SECTION XV SUBCONTRACTING

- 15.1 Any ordinary maintenance, production, and repair work which the employees in the bargaining unit normally perform shall not be contracted- out to be performed by outside contractors except upon prior consultation with the Union; provided that the Employer will not sub-contract normal maintenance, production and repair work when there are qualified personnel on layoff who have performed the work. It is understood and agreed that the Company has the right to purchase raw materials such as caps, corks, molded products, capsules, flexible packaging materials, etc., and to contract for the production of such items.

SECTION XVI JOB ABOLISHMENT/SEVERANCE PAY

- 16.1 In the event of the permanent termination of an employee due to job abolishment, department shutdown, installation of new machinery, etc., (events that are not work performance, conduct, or loss-of-seniority related) or in the event an employee is offered a position in accordance with Section VIII, Layoff, as a consequence of a situation described above and such employee does not accept the position, such employee may select severance in lieu of the offered position.

Severance pay shall be paid to each such permanently terminated employee in accordance with the following:

- a. Where an employee has completed three service years, a service year shall be a year in which an employee shall have worked 1,500 or more straight-time hours, the employee shall receive twenty-four (24) hours of pay, at his straight-time, classified hourly rate, on the date of termination.

- b. Where an employee has completed four service years, a service year shall be a year in which an employee shall have worked 1,500 or more straight-time hours, the employee shall receive forty-eight (48) hours of pay, at his straight-time, classified hourly rate, on the date of termination.
- c. For each additional service year as defined, the terminated employee shall receive an additional twenty-four (24) hours of pay, at his straight-time, classified hourly rate, on the date of termination to a maximum of four hundred thirty-two (432) hours of pay, at his straight-time, classified hourly rate, for those being terminated with twenty (20) or more service years, as defined, to their credit.
- d. The receipt of severance by an employee under this section is conditioned upon: (1) no grievance being filed about the event giving rise to the option to offer severance, (2) no grievance being filed about the employee being terminated, and (3) the employee affected signing a general release.

SECTION XVII HOLIDAYS

17.1 The following days shall be observed as holidays:

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Easter Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

- 17.2 For an employee whose regular work schedule is Monday through Friday, Sunday holidays shall be observed on the Monday following and Saturday holidays shall be observed on the preceding Friday. For employees who work a continuous operations schedule, the holiday shall be observed on the actual day of the holiday.
- 17.3 For an employee whose regular work schedule is Monday through Friday, the above holidays will be paid at the employee's straight-time, classified hourly rate for eight (8) hours, plus shift differential, if any, provided he (a) works, (b) receives Company-paid leave or Union-paid hours, or (c) appears in court (such appearance must be by a subpoena for a case in which the employee is not a party) for his full, regularly scheduled shifts, both preceding and following the holiday. Provided an employee works, but is tardy 30 minutes or less on his regularly scheduled shift(s) that precede or follow the holiday, holiday pay will still be paid.
- 17.4 For employees who work a continuous operations schedule, the employee regularly scheduled for the day of the holiday will be paid at his/her straight-time, classified hourly rate for eleven and three-quarters (11.75) hours, plus shift differential, provided he/she (i) works, (ii) receives Company-paid leave or Union-paid hours, or (iii) appears in court (such court appearance must be by subpoena for a case in which the employee is not a party) for his/her full regularly scheduled shifts, both preceding and following the holiday. He/she will receive eight (8) hours at his/her straight-time, classified hourly rate for any holiday observed on his/her scheduled off day, provided (i), (ii), or (iii) above are met. Provided he/she works, but is tardy 30 minutes or less on his/her regularly scheduled shift(s) that precede or follow the holiday, holiday pay will still be paid.
- 17.5 In case of a layoff of an employee with seniority, such an employee must have worked one (1) full, regularly scheduled shift within four (4) work days immediately before the holiday or must have worked one (1) full, regularly scheduled shift within the four (4) workdays immediately following the holiday.
- 17.6 Any work performed on the above holidays or a substituted day under paragraph 17.2, the employee shall be paid the premium set forth in Section 28.4(a) and, if applicable, 28.4(c).

SECTION XVIII VACATIONS

- 18.1 Vacations are to be taken during the calendar year immediately following the calendar year in which earned. To obtain vacation credit for a month's employment, an employee must have worked not less than one hundred and twenty-five (125) hours within a calendar month. If an employee does not receive vacation credit for any particular month's employment, as long as the employee accumulates a total of 1500 or more hours worked for the entire period between January 1 and December 31, in the year in which he is earning vacation, such employee will be entitled to the amount of vacation for his years of continuous service in accordance with paragraph 18.2 below.
- 18.2 The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the number of years of continuous service completed by the employee as of January 1, in the year in which vacation is to be taken, in accordance with the following:

<u>Years of Continuous Service</u>	<u>Hours of Vacation</u>
1 year	40
2-5 years	80
After completing 6 years	120
After completing 13 years	160
After completing 20 years	200
After completing 25 years	216

- 18.3 Vacation shall be earned as follows:

Months of Employment Within Service Year	1st Year	2nd Year and Thereafter	After 6 Years	After 13 Years	After 20 Years	After 25 Years
	40 hours	80 hours	120 hours	160 hours	200 hours	216 hours
1 month	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
2 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
3 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
4 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
5 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
6 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
7 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
8 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
9 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
10 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
11 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours
12 months	3-1/3 hours	6-2/3 hours	10 hours	13-1/3 hours	16-2/3 hours	18 hours

- 18.4 Vacations are not cumulative from year-to-year. If due to unforeseen circumstances, there is an unused carryover balance of vacation, the employee will have until March 31 to take such vacation. If the employee does not take such vacation by March 31, the unused vacation carryover from the previous year will be paid out at the employee's current, straight-time, classified hourly rate.
- 18.5 The Company shall retain the final right to approve, deny, schedule and cancel all vacations. Vacations and their duration will be scheduled at the Company's preference and in accordance with plant seniority ratings. It is understood and agreed that the Company may, at its option, suspend operations entirely or partially in any location in lieu of assigning vacation periods to employees. Final decision shall rest with the Employer provided employees are given thirty (30) days advance notice of vacation commencement dates.

During the period December 1, through January 31, of each calendar year, an employee may submit to his Team Leader, in writing on a form to be provided by the Company, the vacation dates the employee desires to schedule for that calendar year. The Team Leader will approve or deny such requests in writing no later than March 1, of that calendar year. If during the period December 1, through January 31, two (2) or more employees request the same vacation date(s) and the Company determines to approve some but not all such vacation requests for such dates, the request of the senior employee(s) shall be honored. Vacation scheduling requests received after January 31, shall be approved or denied in the order in which they are received by the Team Leader.

- 18.6 Employees shall be compensated for vacation at their straight-time, classified hourly rate at the time vacation is taken. Employees regularly scheduled for shift work will receive shift differential in calculating vacation pay. In the event employees are on vacation on the anniversary date of the Agreement and wage increases are obtained, these employees shall receive the increases for the period of their vacation on or after the effective date of the increases.
- 18.7 Vacations must be taken in full-day increments. In the instance where there is a remaining vacation balance between 6 and 11.75 hours, one full day of vacation may be taken (compensated for in the amount of the vacation balance only), without incurring any incident of absenteeism. Any vacation balance less than 6 hours will be paid out to the employee without time off of work.
- 18.8 When a paid holiday under the terms of this Agreement occurs during an employee's vacation, the employee shall receive an extra day of vacation or pay-in-lieu thereof, at the option of the Company.
- 18.9 All eligible employees may request days of split vacation in accordance with the table below:
- a. Approval must be obtained from the shift or area Team Leader, and may only be granted at the sole discretion of the Team Leader if production and/or maintenance requirements allow.
 - b. Payment will be included on the employee's next regular paycheck.

The Number of Split Days that Can Be Requested

Employee's Work Schedule	Eligible for 40 Hours*	Eligible for 80 Hours*	Eligible for 120 Hours*	Eligible for 160 Hours*	Eligible for 200 Hours*	Eligible for 216 Hours*
5 X 8	5	10	15	20	25	27
4 X 10	4	8	12	16	20	17
> 10 hr. shifts	3	6	10	13	17	18

*In the year in which vacation is to be taken.

- 18.10 Employees who earn 80 or more hours of vacation per calendar year may elect pay-in-lieu of vacation for exact 40-hour increments per calendar year according to the chart below. This request must be made in writing by the employee and submitted to his department at least two weeks prior to payment. Employees shall be compensated for this vacation at their straight-time, classified hourly rate.

Vacation Hours Earned	40-hr. Increments Avail. for Pay-in-Lieu
80 – 159	2
160 – 216	3

- 18.11 Hours worked for purposes of calculating vacation credit are defined as regular hours worked (straight-time and overtime), jury duty, bereavement, vacation, holidays, and approved time off to conduct union business.
- 18.12 A part-time employee shall be entitled to twenty-four (24) hours of vacation during any calendar year in which the part-time employee has one or more years of continuous service completed as of January 1 in the year in which the vacation is to be taken and has worked at least one thousand (1,000) hours in the previous calendar year. A part-time employee with six months, but less than one year of continuous service completed as of January 1 in the year in which vacation is to be taken shall be entitled to eight (8) hours of vacation, provided he/she worked at least five hundred (500) hours in the previous calendar year.

SECTION XIX JURY DUTY

- 19.1 An employee required to serve on a jury and who misses work shall be paid the difference between the employee's straight-time, classified hourly earnings and the amount paid the employee for jury duty, provided:
- the employee gives the Employer five (5) working days notice that he must report for jury duty or such notice as the employee has if the court gives the employee shorter notice, and
 - the employee furnishes proof of such jury duty, and
 - the hours of jury duty occur during the employee's regularly scheduled shift or as otherwise provided herein.
- 19.2 Applies to day (first) shift employees working a regular schedule

- a. If an employee is released by the court before the half way point of his normal shift, or by 12:00 noon, whichever is earlier, the employee shall be required to report for work within one (1) hour after his release from jury duty, unless the employee received prior approval from his Team Leader for a longer period of time in which to report.
- b. If an employee is released by the court 12:01 p.m., or more than four (4) hours after the starting time of his shift, the employee shall not be required to work his scheduled shift that day.

19.3 Applies to swing (second) shift employees working a regular schedule

- a. If an employee is released by the court at or before 12:00 noon, the employee shall be required to work his scheduled shift. The employee must as soon as possible notify the Employer by telephone that he has been released and will be reporting for work that day.
- b. If an employee is released by the court at 12:01 p.m. or later, the employee shall not be required to work the employee's scheduled shift for that day.

19.4 Applies to graveyard (third) shift employees working a regular schedule

- a. An employee shall not be required to work his scheduled graveyard shift on the day of the first morning of jury duty.
- b. If an employee is released by the court seven (7) hours or more prior to the start of his scheduled shift, the employee shall be required to work his scheduled shift that night.
- c. If an employee is released by the court less than seven (7) hours prior to the start of his scheduled shift, the employee shall not be required to work his scheduled shift that night.
- d. If an employee works his full shift and on the same day is required to serve on jury duty for four (4) hours or more, the employee, if scheduled, shall be excused from work and paid his straight-time, classified hourly rate of pay for the graveyard shift of the following day.

19.5 Applies to day (D1/D2) shift employees working a continuous operations schedule

- a. If an employee is released by the court at or before 12:00 noon, the employee shall be required to report for work within one (1) hour after his release from jury duty, unless the employee received prior approval from his Team Leader for a longer period of time in which to report.
- b. If an employee is released by the court at 12:01 p.m. or later, the employee shall not be required to work his scheduled shift that day.

19.6 Applies to night (N1/N2) shift employees working a continuous operations schedule

- a. An employee shall not be required to work his scheduled shift on the night prior to the morning of jury duty.
- b. If an employee is released by the court eight (8) hours or more prior to the start of his scheduled shift, the employee shall be required to work his scheduled shift that night.
- c. If an employee is released by the court less than eight (8) hours prior to the start of his scheduled shift, the employee shall not be required to work his scheduled shift that night.

SECTION XX BEREAVEMENT LEAVE

- 20.1 A full time employee who has completed his probationary period is eligible for paid bereavement leave as follows:
- a. 5 Days (up to a maximum of 58.75 hours for a continuous operations schedule or 40 hours for a regular schedule): Spouse, son, daughter, step-child, legally adopted child, or primary biological, adoptive or step-parent. Five days bereavement leave is allowed for one biological, adoptive or step-parent of each gender.
 - b. 3 Days (up to a maximum of 35.25 hours for a continuous operations schedule or 24 hours for a regular schedule): Mother-in-law, father-in-law, brother, sister, half-brother, half-sister, legal guardian, grandchild, grandparent, or great grandparent of the employee.
 - c. 1 Day (up to a maximum of 11.75 hours for a continuous operations schedule or 8 hours for a regular schedule): The day of the funeral; son-in-law, daughter-in-law, brother-in-law, sister-in-law, or secondary biological or step parent of the same gender.
- 20.2 A part-time employee who has completed his probationary period is eligible for paid bereavement leave as follows:
- a. 3 Days (up to a maximum of 35.25 hours for a continuous operations schedule or 24 hours for a regular schedule): Spouse, son, daughter, step-child, legally adopted child, primary biological, adoptive or step parent, mother-in-law, father-in-law, brother, sister, half-brother, half-sister, legal guardian, grandchild or grandparent of the employee. Three days of bereavement leave is allowed for one biological, adoptive or step-parent of each gender.
 - b. 1 Day (up to a maximum of 11.75 hours for a continuous operations schedule or 8 hours for a regular schedule): The day of the funeral; Son-in-law, daughter-in-law, brother-in-law, sister-in-law or secondary biological, adoptive or step parent of the same gender.
- 20.3 The following conditions apply:
- a. The employee would have been scheduled to work during the period of bereavement leave.
 - b. Bereavement leave pay will be at the employee's straight-time, classified hourly rate.
 - c. Days off must be consecutive, but an employee is allowed to save one or more of his/her bereavement days for the family member that died in order to attend a future memorial or cremation service.
 - d. Regularly scheduled days off and holidays are not counted as days off, unless the employee was scheduled to work and took the time off as bereavement leave.
 - e. Bereavement leave taken on regularly scheduled days off or holidays will be paid at straight-time.
 - f. Bereavement leave will not be counted against vacation entitlement.
 - g. An employee who is on an approved leave of absence for care of a member of his family shall receive bereavement leave pay if that family member dies, provided the employee returns to work and would have been scheduled for work during the bereavement leave.
 - h. Proof of death and relationship is required.
 - i. All documentation and an "Employee Leave Request" form must be submitted prior to payment.

- j. If an employee's paid vacation is interrupted by bereavement leave and the Employer is notified promptly, the number of bereavement leave days he would have used if working, shall be added to his vacation with pay.

20.4 If bereavement leave is obtained by misrepresentation, the employee shall be subject to discharge.

SECTION XXI LEAVES OF ABSENCE

- 21.1 At its discretion, the Company may grant a personal leave of absence to an employee for a period of up to thirty (30) calendar days.
- 21.2 An employee may request an extension to his approved leave, provided that such request is made at least five (5) working days in advance of the ending date of the initial leave. The Company, at its discretion, may grant an extension and such extension shall not exceed thirty (30) calendar days.
- 21.3 Upon return from any personal leave of absence, the employee may be assigned to the position that he should have, according to his seniority, if such position is available.
- 21.4 If any leave or leave extension is found to have been obtained by misrepresentation, the employee shall be subject to discharge. The acceptance of other employment during any leave or extension is also grounds for discharge.
- 21.5 After absence from work, for any reason, for sixty (60) or more calendar days, the Company will require the returning employee to submit to a physical examination and/or a drug/alcohol test.
- 21.6 The Company will continue medical and dental coverage for an employee who is on an approved personal leave or extension, provided that the employee submits his monthly premium payment for such benefits to the Company.
- 21.7 For all protected leaves, the Company will continue medical and dental coverage for a period of up to six (6) months in a rolling one (1) year period commencing from the first month of leave, provided that (1) the employee has been employed for at least one year, (2) he submits his share of the monthly premium payment for such benefits to the Company. A month will be counted toward the six (6) month period whenever an employee's protected leave occurs in any month in which the employee does not work forty (40) or more hours. An employee's benefit will be reinstated on the 1st of the month following the employee's return to work.

SECTION XXII UNION SHOP STEWARDS

- 22.1 The Employer agrees to allow one (1) hour per week with pay to authorized shop stewards to conduct Union business. The parties understand and agree that in order for shop stewards to conduct Union business on work time, the steward shall first obtain permission from a Team Leader, as shall each employee involved.
- 22.2 The union steward will be responsible for the accounting and/or tracking of the allotted one hour per week.

SECTION XXIII UNION BULLETIN BOARDS

- 23.1 The Company shall provide an enclosed, locked bulletin board located next to the time clocks and/or break areas upon which notices concerning official Union business may be posted.

SECTION XXIV UNION ACCESS

- 24.1 Duly authorized representatives of the Union shall have access to the Company's premises for the purpose of attending meetings with Company representatives that have been arranged by the Company and the Union and for ascertaining whether or not the collective bargaining agreement is being adhered to or to assist in the administration of grievances or employee work related concerns. In circumstances in which duly authorized representatives of the Union wish to enter upon the Company property for purposes other than attending scheduled meetings between the Company and the Union, the Union, prior to such entry, shall inform a specified representative of the Human Resources Department or that person's designee of the desired time, place and/or person(s) to be visited.

When agreement is made on the time of the duly authorized representative's visit, the following conditions will also apply:

- a. The Union representative, in no event, will interfere with the operation of the Plant or enter areas without prior notification.
- b. The Union representative shall comply with all safety and GMP requirements of the area(s) that he/she travels through or visits.
- c. When the Union representative requests a private setting for a visit between the Union representative and an employee, the Company will do its best to provide it.

SECTION XXV GRIEVANCE PROCEDURE

- 25.1 A grievance is a dispute about the interpretation or application of this Agreement or an alleged violation of a provision of this Agreement.

25.2 Procedural Steps

- a. **Step 1** An employee or the Union, no later than five (5) workdays from the date of an event giving rise to the grievance or five (5) workdays from the date the grievant should have reasonably learned of the event giving rise to the grievance, whichever is later, must discuss the grievance with the immediate Team Leader. The immediate Team Leader shall orally respond to the employee no later than two (2) workdays thereafter.

At the request of the employee, a Union Steward may be present during the Step 1 discussion.

Grievances settled at Step 1 shall not establish precedent.

- b. **Step 2** If the grievance is not settled at Step 1, the Steward or Business Representative, no later than seven (7) workdays after completion of Step 1, or no later than nine (9) workdays after the grievant should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance to the immediate Team Leader or Human Resources Representative on a grievance form. All

grievances presented at Step 2 of the procedure shall set forth the facts giving rise to the grievance, the specific provision(s) of the Agreement, if any, alleged to have been violated, the names of the aggrieved employee(s), or class of employees and the remedy sought. The immediate Team Leader or Human Resources Representative shall give his written answer to the grievance within seven (7) workdays after receipt of the grievance.

A Union Steward and/or Business Representative will be present during a Step 2 discussion, if such a meeting is held.

- c. **Step 3** If the grievance is not settled at Step 2, the Union Steward and/or Business Representative, no later than seven (7) workdays after receipt of the Team Leader's written answer at Step 2, may file a written response to that answer to the Department/Plant manager. All responses at Step 3 of the procedure must be signed by the Union Steward and/or the Business Representative.

Not later than seven (7) workdays after receipt of the written response, the Department/Plant manager, or his designee, shall meet with the employee and the Steward and/or Business representative. The Department/Plant manager, or his designee, shall give his written answer to the grievance within seven (7) workdays after such meeting. A written answer submitted by the Company shall be signed and dated by the Department/Plant manager or his designee, and such answer shall be final and binding on the employee, Union and the Company, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section XXVI of this Agreement.

- d. For grievances alleging that a discharge occurred in violation of this Agreement, the parties agree that such a grievance shall be submitted directly at Step 3 of the procedure. Such a grievance must be presented on the grievance form and shall set forth the specific provision(s) of the Agreement, if any, alleged to have been violated, the name of the aggrieved employee, and the remedy sought. Such a grievance must be presented no later than seven (7) calendar days after the employee learned of his discharge or twelve (12) calendar days from the date of his certified discharge letter, whichever is earlier.

Not later than seven (7) workdays after receipt of this written grievance, the Department/Plant manager, or his designee, shall meet with the employee and the Steward and/or Business Representative. The Department/Plant manager, or his designee, shall give his written answer to the grievance within seven (7) workdays after such meeting. A written answer submitted by the Company shall be signed and dated by the Department/Plant manager or his designee, and such answer shall be final and binding on the employee, Union and the Company, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in Section XXVI of this Agreement.

25.3 Time Limitations

It is the intention of both parties to meet the time limitations set forth in this Section. Any request to extend a timeline prior to the deadline will not unreasonably be withheld. No grievance shall be accepted by the Company unless it is submitted or responded to within the time limits set forth in this Section of the Agreement. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the Company's Step 2 answer.

For a grievance contesting a discharge: if such grievance is not timely submitted in accordance with Paragraph 25.2 d. above, it shall be deemed waived.

- 25.4 If the Company fails to answer within the time limits set forth in this Section of the Agreement, the grievance shall automatically proceed to the next step of the grievance procedure.

SECTION XXVI ARBITRATION

- 26.1 Any grievance, as defined as any dispute over the interpretation or application of this Agreement, and/or as defined Section XXV of this Agreement, that has been properly and timely processed through the grievance procedure set forth in this Agreement and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving the Company, with written or e-mailed, notice of its intent to appeal. The failure to appeal a grievance to arbitration in accordance with this Section within twenty (20) calendar days after receipt of the written answer of the Company at Step 3 of the grievance procedure set forth in Section XXV of this Agreement shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of the Company at Step 3 of the grievance procedure shall be final and binding on the aggrieved employee(s), the Company, and the Union. The parties can mutually agree in writing to extend this deadline.
- 26.2 The Company and the Union mutually agree to the following panel of five (5) arbitrators: A. Edna Francis, B. David Weinbert, C. Jan Stiglitz, D. Paul Roose, and E. John Kagel. Each of the listed arbitrators is empowered to preside over any case, properly brought before them, pursuant to this Section XXVI., The arbitrator labeled "A" will be contacted to preside over the first case properly appealed to arbitration during the term of this Agreement. If either the Company or the Union feels that said arbitrator cannot hear the case in a timely manner, arbitrator "B" will be contacted to hear the case. If either the Company or the Union feels that arbitrator "B" cannot hear the case in a timely manner, arbitrator "C" will be contacted. This procedure will be followed until the case is actually docketed with an arbitrator on the list. For the next arbitration case that arises, the parties will contact the arbitrator whose letter immediately follows the letter of the arbitrator assigned to the first case; for the third arbitration, the parties will contact the arbitrator whose letter immediately follows the arbitrator assigned to the second case, and so forth and so on. However, in no event will any arbitrator hear two (2) cases in a row. If circumstances call for such a happening, the parties will have to agree on the availability of one of the earlier-contacted arbitrators as being timely and assign the case to that arbitrator.
- 26.3 Not later than thirty (30) calendar days after the Union serves the Company with written notice of intent to appeal a grievance to arbitration, unless an extension is mutually agreed upon by the parties or their counsel, the Company and the Union shall confer and agree on the appropriate arbitrator to be contacted in accordance with paragraph 26.2 above. Said arbitrator will be contacted and the procedure described in 26.2 will be followed until the case is assigned.
- 26.4 The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and the Company. He/She shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee(s), the Union and the Company.
- 26.5 The fee of the arbitration association service and the fees and expenses of
The arbitrator, the hearing room and court reporter (if applicable) shall be split equally by the parties. For all other matters related to the arbitration, each party shall bear its own arbitration expense.
- 26.6 As a condition of employment, the Company may require new hires to sign a Mutual Agreement to Arbitrate Claims that are not covered by the grievance provisions set forth in Section XXV of this Agreement and will offer those employees hired before May 1, 2021 the opportunity to sign such a Mutual Agreement on a voluntary basis.

SECTION XXVII DISCIPLINE

27.1 Purpose and Application

Management has the right to reprimand, suspend, discharge, or otherwise discipline employees for just cause. When an employee's performance is unsatisfactory, when an employee's attendance is unsatisfactory, or when an employee violates the rules and regulations of the Company, appropriate disciplinary action may be taken, up to and including termination of employment.

27.2 Classification of Progressive Disciplinary Action

Whenever an employee commits an offense warranting disciplinary action, his or her Team Leader or Manager may begin disciplinary action at any of the stages listed below, depending upon the seriousness of the offense committed. Thus, the implementation of this section should not be construed as preventing, limiting, or delaying the Company from taking appropriate disciplinary action against any employee at any level, including termination without prior warning, where the Company deems such action appropriate. The progressive disciplinary process will cover all performance and work rule issues with the exception of attendance related issues, which will have a separate disciplinary process.

a. Documented Employee Counseling

Employee is counseled by the Team Leader or Manager regarding his or her performance or conduct, following an offense in an effort to eliminate possible misunderstandings improve job performance, or to explain what constitutes proper conduct. This counseling is documented in writing. Any employee counseling that is not entitled "documented employee counseling" is not subject to the grievance and arbitration procedure.

b. Written Reprimand

Employee receives written notice of discipline after continued poor job performance or repeated offenses or where the Team Leader or Manager believes that an offense in the first instance is serious enough to warrant dispensing with a documented employee counseling and issues a formal written notice. The purpose of a written reprimand is to make certain that the employee is aware of the level of the misconduct he/she has committed or is aware of those areas of performance that must be improved.

c. Final Written Reprimand

Employee receives final written notice if sufficient progress in the area of job performance has not occurred after prior documented employee counseling or written reprimand, there have been repeated offenses, or serious misconduct.

d. Disciplinary Suspension

Disciplinary suspension without pay occurs when an employee fails to correct his or her performance after repeated warnings prompted by the accumulation of offenses or by a serious offense or incident of misconduct.

e. Termination

Termination may take place when the Company has tried to have an employee correct his or her performance or conduct, and the employee has not responded, or when the employee's misconduct is of such a serious consequence that the Company determines that discharge is warranted.

Where an offense is possibly so serious in nature that Management believes a discharge is warranted, the Team Leader will immediately suspend the employee with pay pending further investigation and review of the incident. Notification of such a suspension will be furnished to the local Union.

In the event a discharge is determined to have been unwarranted, the employee shall be reinstated in good standing, without prejudice or loss of seniority rights, and shall receive full pay for the time lost, less the amount of earnings elsewhere during the period of time between the employee's discharge or suspension and

the date that the employee is put back on the Company's payroll. Nothing herein shall interfere with the arbitrator's authority to determine upon the facts that a temporary disciplinary layoff without pay might have been justified, rather than a discharge.

In the event any employee is discharged, such employee shall receive full pay due the employee, including prorated vacation earned as set forth in Section XVIII, less any monies due the Union on check-off.

SECTION XXVIII OVERTIME AND PREMIUM PAY

- 28.1 For all hours actually worked in excess of forty (40) hours in a regular workweek, an employee shall be paid (i) the employee's regular hourly rate for the time ("Base Regular*"), plus (ii) the overtime premium of one-half (0.5x) times the regular rate of pay calculated in accordance with federal law ("PmOTStat 0.5x*"), provided the employee has worked or has been paid for forty (40) straight-time hours in the current workweek including hours paid by the Union while conducting Union business. Terms in Section XXVIII with an asterisk (*) appear on the employee's wage statement effective with the paycheck issued on July 9, 2021. Table A below lists the corresponding terms for the paychecks issued prior to July 9, 2021.

**TABLE A
Wage Statement Terms**

Wage Statement Term as of the July 9, 2021 Paycheck	Wage Statement Term before the July 9, 2021 Paycheck
Base Regular	Regular
Co Hol Wrkd	Co Hol Wrkd
Premium Offset	Premium Offset
PmGovHolWrkd	GovtHolWrked
PmOTcba 0.5x	Overtime CBAX
PmOTcba 1.0x	Dbletime CBAX
PmOTStat 0.5x	Overtime STAT
Pm Shift Dif	ShifDifPrmX
Shift Dif	SHIFT DIF

- 28.2 There shall be no duplication or pyramiding of overtime and other premium pay, with one exception—hours worked on a holiday will not be subtracted from an employee's total hours worked in a workweek for overtime purposes. For each workweek, the employee is entitled to the higher of (i) the federal overtime premium ("PmOTStat 0.5x*"), or (ii) the applicable CBA premium(s) described in Sections 28.3 and 28.4 (i.e., "PmOTcba 0.5x*", "PmOTcba 1.0x*", "Pm Shift Dif*", and "PmGovHolWrkd*"). Therefore, the employee's wage statement also shows the "Premium Offset*", which is the deduction of the lower of (i) or (ii), calculated separately for each workweek and reported as a total amount for the two workweeks combined.
- 28.3 The following premium pay applies to employees on a regular schedule as defined in Section 11.1 of this Agreement:
- a. For all work in excess of eight (8) hours in a workday up to and including the twelfth hour, the employee shall be paid (i) the employee's applicable regular hourly rate for the time ("Base Regular*"), plus (ii) a premium equal to one-half (0.5x) of that hourly rate for that time worked ("PmOTcba 0.5x*").

- b. For all work in excess of twelve (12) hours in a workday or for any work in excess of eight (8) hours on the seventh consecutive day of work in the workweek, the employee shall be paid (i) the employee's applicable regular hourly rate for the time ("Base Regular*"), plus (ii) a premium equal to that hourly rate for that time worked ("PmOTcba 1.0x*").

28.4 The following applies to employees on a continuous operations schedule as defined in Section 11.1 of this Agreement:

- a. For all work in excess of twelve (12) hours in a workday, the employee shall be paid (i) the employee's applicable regular hourly rate for the time ("Base Regular*"), plus (ii) a premium in the same amount for that time worked ("PmOTcba 1.0x*").
- b. For all work hours on the seventh consecutive day of work in a workweek, the employee shall be paid (i) the employee's applicable regular hourly rate for the time ("Base Regular*"), plus (ii) a premium equal to that hourly rate for that time worked ("PmOTcba 1.0x*"). For the purpose of applying this Section 28.4., a minimum of four (4) hours must be worked on a particular workday to be considered as counting toward the number of consecutive days worked.

28.5 The following additional premiums apply to employees on either a regular schedule or a continuous operations schedule, each as defined in Section 11.1 of this Agreement:

- a. For all work performed on the holidays listed in Section 17.1 or a substituted day under paragraph 17.2, the employee shall be paid (i) the employee's applicable regular hourly rate for the time ("Base Regular*"), plus (ii) a premium equal to one-half (0.5x) of that hourly rate for that time worked ("PmGovHolWrkd*" or "Co Hol Wrkd*").
- b. When an employee is paid a shift differential ("Shift Dif*") prescribed by Sections 11.8 or 11.9 and also earns a premium under Section 28.3 b ("PmOTcba 1.0x*"), Section 28.3 a ("PmOTcba 0.5x*"), the employee shall also be paid a shift differential premium equal to one-half (0.5x) of the applicable shift differential paid ("Pm Shift Dif*").
- c. When an employee is paid a shift differential ("Shift Dif*") prescribed by Section 11.8 or 11.9 and also works on a holiday, the employee also shall be paid a premium of one half (0.5x) of the applicable shift differential paid ("Pm Shift Dif*").

SECTION XXIX OVERTIME PROCEDURE

29.1 Preference to overtime work following a shift shall be given to the employee performing the job prior to the expiration of the shift. In the event additional employees are needed for overtime work within the same department pool, then preference shall be given to the employees with the greatest plant seniority within that department pool on that shift provided they have the skills and ability to perform such work. Scheduled shift overtime in a department pool shall be assigned to qualified employees in the department pool on the shift in which the overtime commences.

29.2 Preference for overtime work on a regularly scheduled day off or holiday shall first be given to employees working on that shift in the department pool, scheduling overtime in accordance with the employees' plant seniority provided they have the skills and ability to perform such work.

29.3 Overtime work for all employees shall be on a voluntary basis, from the department pool first, then the department as a whole, for those employees who have the skills and ability, with right of refusal by seniority subject to the provisions of the Shift Preference Section herein, Section 10, provided, that where an insufficient number volunteer, junior seniority employees from the department pool first, then the department as a whole, who

have the skills and ability shall be assigned to said work and shall work overtime so assigned. Overtime scheduled on a voluntary basis does not change the Continuous Overtime assignment of overtime as noted in section 29.4.

29.4 Continuous Overtime

- a. In the event that, pursuant to 29.3 above, a junior seniority employee working on a regular work schedule is forced to work overtime for which there were insufficient volunteers on four (4) or more days in a row, the Company shall bypass that particular employee on the next consecutive day and assign the next most junior seniority employee who has the skills and ability to perform such overtime.
- b. In the event that, pursuant to 29.3 above, a junior seniority employee working on a continuous operations schedule is forced to work overtime for which there were insufficient volunteers on more than one (1) of their two (2) (Monday/Tuesday or Wednesday/Thursday) or two (2) of their three (3) (Friday/Saturday/Sunday) consecutive regularly scheduled days off, the Company shall bypass that particular employee and assign the next most junior seniority employee who has the skills and ability to perform such overtime. The Company shall also bypass a particular employee and assign the next most junior seniority employee, in the case where the overtime workday would lead to seven consecutive days of work in a workweek.

29.5 An overtime sign-up and check-in procedure will be developed to minimize errors in assignment of overtime. Errors made in the administration and assignment of overtime will be remedied through future overtime opportunities in the subsequent four (4) week period as decided by the Company.

29.6 An employee who is not excused by the Company from performing assigned overtime, no matter whether the overtime to be worked is voluntary or occurs pursuant to 29.3 or 29.4 above, and who fails to report for overtime, will be subject to discipline.

29.7 For employees on a regular work schedule, preference for Sunday night start-up work in a department pool, for reporting times of 7:30 p.m., or later, shall first be given to Graveyard employees in that department pool in accordance with the employees' plant seniority, provided they have the skills and ability to perform such work.

SECTION XXX DRUG AND ALCOHOL TESTING PROGRAM

30.1 POLICY

The Company is concerned about the use of alcohol and controlled substances in or affecting the work environment. Use, and particularly abuse, of alcohol and/or controlled substances on the job adversely affects an employee's efficiency, safety, health, and therefore impairs his/her value as an employee. In addition, it constitutes a potential danger to the welfare of other employees. It exposes the Company to risks of property loss/damage or injury to other persons.

Therefore, it is the policy of the Company that no employee will be allowed to work who misuses prescription drugs or possesses, distributes, sells, offers to sell or distribute, uses or who has a forensically acceptable positive quantum of proof (as set forth herein) of any drug, controlled substance or alcohol in his or her body. Any employee who violates this policy is subject to immediate discharge.

This policy is applicable to all employees of the Company. The requirements of this procedure will also be applied to all employees reporting a potential or actual industrial injury, any employee who contributed to or directly caused an occupational accident or any employee suspected of being under the influence of controlled substances or alcohol while working.

30.2 DEFINITIONS

- a. For purposes of this policy, an employee shall be considered “on the premises” whenever he/she is:
 - 1. On Company property, including parking lots
 - 2. At a job site
 - 3. Driving or riding as a passenger in a Company vehicle or a private conveyance for which the Company has authorized reimbursement.
- b. “Drug” or “controlled substance” - any substance or medication that will modify one or more of the normal body functions when administered to an individual (i.e., coordination, reflexes, vision, mental capacity or judgment, etc.).
- c. “Alcohol” - an intoxicant from fermented or distilled liquors.

30.3 PROCEDURE

In order to eliminate the safety risks, which result from being under the influence of alcohol or drugs, the parties have agreed to the following procedures:

In cases in which an employee is acting in an abnormal manner and the Employer has probable suspicion to believe that the employee is under the influence of controlled substances and/or alcohol, the Employer may require the employee (in the presence of a Union Shop Steward, if possible) to go to an on-site or off-site medical clinic or medical office to provide a specimen for drug and alcohol laboratory testing. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech, breath odor of the employee, or discovery of paraphernalia on Company property that can be reasonably linked to the employee. An employee’s involvement in an industrial accident or injury constitutes probable suspicion, regardless of whether reported at the time of the injury or thereafter. Except for suspicion based on an industrial accident, suspicion is not probable and thus not a basis for testing if it is based solely on third-party observation and reports. If requested, the employee will sign a consent form authorizing the clinic **or** office to collect a urine/blood specimen for drug testing and a breath exhalation/blood specimen for alcohol testing and releasing the results of the laboratory testing to his/her Employer.

When an employee is asked to submit to a drug test and/or alcohol test, he/she shall be informed of the reasons he/she is being asked to submit to the test. The employee shall be informed that refusal to submit to the testing will result in discharge, and if an employee submits a urine specimen with a temperature of below 90 degrees Fahrenheit, it will result in discharge. If an employee submits a urine specimen with a temperature of 100 or more degrees Fahrenheit, a blood specimen from that employee will be collected for testing purposes.

If the employee consents to testing, he/she shall sign a form of consent authorizing the exhalation of breath and/or the withdrawal of blood for alcohol testing and a specimen of urine and/or blood for drug testing, and releasing the results of the laboratory testing to the Employer, but this shall not constitute a waiver of any claim or cause of action under the law.

In some cases, the employee may be unable to provide an adequate exhalation and/or urine sample. After a reasonable waiting period (not to exceed one hour), the Employer and/or clinic and/or laboratory and/or physician may proceed with drawing and testing a blood sample.

30.4 CHAIN OF CUSTODY PROCEDURES

Alcohol Testing by Evidentiary Breathalyzer

When possible, alcohol testing will be performed using an evidentiary alcohol breathalyzer. If the breathalyzer result for the first exhalation of breath is less than .05 percent, the test shall be deemed negative and no further alcohol testing will be performed. If the breathalyzer result for the first exhalation of breath is equal to or greater than .05 percent, a second confirmatory test will be performed. If the breathalyzer result for the second exhalation of breath is less than .05 percent, the test will be deemed negative and no further alcohol testing will be performed. If the breathalyzer result for the second exhalation of breath is equal to or greater than .05 percent, such test shall be deemed a positive and no further alcohol testing will be necessary.

Alcohol Testing by Blood Specimen

When an evidentiary breathalyzer is not available for any reason, alcohol testing will be performed using a blood specimen. Immediately after the blood specimen is collected, the blood container shall, in the presence of the employee, be labeled and then initialed by the employee. If the sample is collected at a clinic that does not perform the actual testing of the sample, the specimen shall be placed in a transportation container. The container shall be sent to the testing laboratory as soon as possible, most often on that day or the next business day.

Drug Testing by Urine Specimen

Specimens will be tested by the collection site. If the collection site deems a test result negative, no further action regarding that specimen will be taken. If the collection site deems a test result positive, the specimen for the laboratory must be immediately sealed, labeled, and initialed by the employee to ensure that the specimen tested by the laboratory is that of the employee.

Drug Testing by Blood Specimen

When a urine specimen cannot be produced, a blood specimen shall be taken.

Immediately after the blood specimen is collected, the blood container shall, in the presence of the employee, be labeled and then initialed by the employee. If the sample is collected at a clinic that does not perform the actual testing of the sample, the specimen shall be placed in a transportation container. The container shall be sent to the testing laboratory as soon as possible, most often on that day or the next business day.

The parties recognize that the key to chain of custody integrity is the immediate labeling and initialing of the specimen in the presence of the tested employee. If each container is received at the laboratory in an undamaged container with properly sealed, labeled and initialed specimens, as certified by that laboratory, the Employer may take disciplinary action based upon properly obtained laboratory results.

30.5 DISCIPLINARY ACTION

The employer may take disciplinary action based on the test results as follows:

- a. If the confirmatory test results show a forensically acceptable positive quantum of proof for levels outlined in Table A below, of cocaine, heroin, PCP, LSD, barbiturates, amphetamines, or any other controlled substance (excluding marijuana) or the presence of a forensically acceptable amount of metabolites of the above-mentioned substances, said results shall constitute just cause for immediate discharge.
- b. If the initial test results meet or exceeds 50 nanograms cannabinoids and/or total cross-reactive cannabinoids or the equivalent depending on the methodology used by the laboratory and of the metabolites measured, and is confirmed with a second test using a different methodology, and such second test results in an amount equal to or greater than the Confirmatory Test Level outlined in Table A below, said results shall constitute just cause for immediate discharge.

The Company does not accept medical use of marijuana as a defense to a positive result. Medical marijuana includes any cannabinoid-based drug, such as Marinol THC or Sativex. Just cause for immediate discharge shall still apply.

The Company strictly prohibits any use of marijuana or any of its derivatives for medical, recreational, or for any other reason. Incurring a positive result for metabolites in any amount equal to or greater than the confirmatory test level of 15 ng/mL shall constitute just cause for immediate discharge.

- c. If the test results show a concentration in the person's blood equal to or above the equivalent of .05 BAC, said results shall constitute just cause for immediate discharge, subject to the provisions of the Rehabilitation Section herein.
- d. If an employee is convicted of driving under the influence of alcohol while operating a Company vehicle; said conviction shall constitute just cause for disciplinary action, up to and including immediate discharge.

30. 6 LABORATORY REQUIREMENTS

a. Urine Testing

The clinic or laboratory conducting the initial urine test will be instructed to test each sample using an appropriate initial screening test methodology (e.g. immunoassay). If the initial test is positive, then a confirmatory test using a different methodology (e.g., gas chromatography/mass spectrometry) will be performed on the same sample. The threshold level for cannabinoids in the initial screening test is fifty (50) or more nanograms of cannabinoids and/or total cross reactive cannabinoids per milliliter of urine or the equivalent depending on the methodology of the test and the metabolites.

b. Blood Testing

Where blood specimens alone are obtained, the blood/serum must be analyzed using appropriate methodology such as gas chromatography/mass spectrometry.

If a blood specimen is tested for cannabinoids, it will be reported as positive under any of the following results obtained after testing blood specimens by gas chromatography/mass spectrometry.

1. The blood/serum contains at least 2 and up to 5 nanograms THC/ml and at least 10 nanograms THC metabolites/ml;
2. The blood/serum contains at least 5 or more nanograms THC/ml, regardless of the THC metabolites concentration; or
3. The blood/serum contains 15 or more nanograms THC metabolites/ml, regardless of THC concentration.

If none of the above blood marijuana findings results are obtained, a "negative" finding shall be reported.

c. Specimen Retention

All specimens deemed positive by the laboratory according to the prescribed guidelines must be retained at the laboratory for a period of six (6) months.

d. Approved Testing Laboratories

The laboratories used must be able to perform all the required testing procedures for probable suspicion under one roof to maintain chain of possession integrity. The Company agrees to use a Substance Abuse and Mental Health Services Administration (SAMHSA) certified testing laboratory. The parties agree to mutually establish a list of approved laboratories. The parties also agree to retain the right to audit and inspect the individual laboratories to determine conformity with the laboratory requirements as established herein.

e. Prescription and Non-Prescription Medications

The employee shall note, on a form furnished by the Employer and/or clinic and/or laboratory and/or physician, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician. If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined for such. Medications prescribed for another individual, not the employee, or prescribed for the employee but not used in the manner as prescribed, shall be considered to be illegally used and subject the employee to discipline.

f. Minimum Detectable Amounts

The minimum detectable amounts for initial and second tests referred to in Section V or VI of this Program are shown in Table A below.

TABLE A

Drug Class		Initial Test Level	Confirmatory Test Level
Amphetamines		1000 ng/mL	500 ng/mL
Barbiturates		300 ng/mL	200 ng/mL
Benzodiazepines		300 ng/mL	200 ng/mL
Cocaine Metabolite		300 ng/mL	150 ng/mL
Marijuana Metabolite		50 ng/mL	15 ng/mL
Opiates		300 ng/mL	300 ng/mL
Phencyclidine		25 ng/mL	25 ng/mL
Alcohol, Ethyl		.05 BAC	0.05 BAC

30.7 CONFIDENTIALITY

There will be up to two persons in Human Resources who will be designated to receive testing results from the Medical Review Officer (MRO). They will notify other Company managers strictly on a need-to-know basis.

30.8 REHABILITATION

- An employee found to be under the influence of alcohol at work will be permitted the opportunity to enter a rehabilitation program for treatment of abuse of alcohol.
- An employee shall be permitted the opportunity to enter a drug abuse treatment program, provided the employee requests to enter the program at a time when he is not under investigation for being under the influence of drugs at work.
- Employees shall be allowed only one opportunity to enter into a treatment program, provided that if within ninety (90) days following the conclusion of the initial period of treatment, the employee voluntarily requests an opportunity for a second course of treatment because the first one was unsuccessful, and the employee is at that time not under investigation for being under the influence of alcohol and/or drugs at work, the employee shall be allowed to submit himself for a second course of treatment.
- To be eligible to return to work, the employee must complete, to the full satisfaction of the rehabilitation clinic or counselor, the required course of treatment, and the employee must, to the satisfaction of the rehabilitation clinic or counselor, continue with all post-program follow-up care, therapy, meetings, consultations, tests and evaluations.

- e. Each rehabilitation program must be approved by the Company for the employee to be validly enrolled therein.
- f. Upon complying with the conditions set forth in Paragraphs D and E above, the employee shall be eligible to return to work under the conditions outlined in this Paragraph.
 - 1. The employee shall be placed on a probationary period of one year, during which time the employee is subject to discharge without recourse to the grievance procedure in the event of any violation of Section I, POLICY of the Drug and Alcohol Testing Program.
 - 2. The employee further agrees to sign a separate waiver of the right to bring any action against the Employer before any administrative agency or court arising out of a discharge as described herein.
 - 3. The employee may be reassigned from his position to an equal or lower paying position where, in the discretion of the Company, the continuation of the employee in his former position presents a potential danger of injury to the employee involved or other employees who work with or in the area of the employee, or the risk of damage to Company property, facilities or equipment.
 - 4. The employee agrees to submit to such random drug testing as may be required or requested by the rehabilitation program, counselor or clinic, and up to six (6) random tests as requested by the Company at any time during the employee's one-year probationary period.
- g. The foregoing agreement to permit employees to enroll in a rehabilitation program is inapplicable to any employee who is discovered to be consuming, selling, offering to sell or distribute, distributing or in possession of alcohol or illegal drugs. This agreement to submit employees to rehabilitation is not applicable to any employee who, while under the influence of alcohol or illegal drugs, is involved in an accident involving injury to any person, including the employee, or damage to property. This agreement to submit employees to rehabilitation is not applicable to any employee determined by the rehabilitation program, clinic or counselor not to have a problem or habit with alcohol or drugs or who is deemed not to be able to benefit from a rehabilitation program.
- h. Employees who are not eligible for rehabilitation but found to have violated Section I, POLICY, shall be subject to discharge in accordance with the provisions of the Drug and Alcohol Testing Program. Employees who do not successfully complete the program or violate the provisions of follow-up care are subject to discharge.

It is understood that when an employee is subject to any or all of the above requirements, such requirements are in addition to any disciplinary action received by the employee because his or her actions also violated any company policy or rule of conduct.

SECTION XXXI
HEALTH AND WELFARE, MAJOR MEDICAL, DENTAL, DEPENDENT CARE ASSISTANCE PROGRAM
(DCAP) AND EMPLOYEE
ASSISTANCE PROGRAM (EAP)

- 31.1 Effective in April, 2021 a premium payment of \$1,130.83 per month, per eligible or covered employee shall be made to the UFCW National Health and Welfare Fund ("Fund"). Such payment will not be made on behalf of probationary employees.

Effective for coverage on or after April 1, 2021, employees shall have deducted from their paychecks, as their share of the cost of G3 2021 Health and Welfare benefits, a pre-taxed deduction as shown below per month for a period of twelve (12) months. Effective for coverage on or after April 1, 2022, the premium will reflect the previous premium plus a 50%/50% share of any increase or decrease, if necessary. The total premium increase for 2022 shall not exceed 12% percent. The total premium increases for 2023 and 2024 are targeted to be 10% percent or less each year. Any amount of percentage increase for years 2023 and 2024 that is less than 10% will be added to the subsequent year's increase, if necessary. For example, if the increase in 2023 is 8%, the maximum allowable increase for 2024 will be 12%.

	Effective May 1, 2021
Employee Only	\$265
Employee +1	\$310
Employee +2 or more	\$355

Should any increases occur, the employee's adjusted premium payment shall be deducted from the employee's paycheck and the Employer shall remit the full amount of contribution required by the UFCW National Health and Welfare Fund.

- 31.2 The UFCW National Health and Welfare Fund shall provide medical coverage excluding death benefits and accidental death benefits) for retirees who retired at age 60 or thereafter and their spouses as follows:
- For persons who retire on or after July 1, 1995, and their spouse at the time of the retirement, medical coverage will be the same as active employees and will be provided during the term of this Agreement or until the retired employee becomes eligible for Medicare, reaches age 67, or passes away, whichever is earlier. After the retired employee becomes eligible for Medicare, reaches age 67, or passes away, whichever is earlier, their spouse at the time of retirement will not be eligible for medical coverage. The retired employee, shall make the same premium co-payment as active employees. Payment shall be made to the Employer. Failure to make the retiree premium co-payment to the Employer by the fifth (5th) working day of the covered month when said premium is due shall result in the medical coverage being terminated.
 - The Employer shall make all reasonable efforts to advise covered persons of premium co-payment changes. The persons covered are responsible for providing address and spousal status changes as needed. Advance payments of up to six (6) months may be made as long as the advance payments do not extend beyond March 31 of each year of this Agreement.
- 31.3 The Health and Welfare Trust Plan shall experience rate the benefit under the plans in paragraph 31.2 separately from any other benefit under the plan. Any unfavorable experience in the paragraph 31.2 plans that results in a premium increase shall be paid for by the Employer. Any favorable experience in the paragraph 31.2 plans shall be credited back to the Employer through a decrease in the premium amount paid for retiree health and welfare coverage.
- 31.4 An otherwise eligible employee may opt out of the health care benefits under this Agreement. The opt-out will take effect the next month. Reacquiring coverage under the UFCW National Health and Welfare Fund for an employee who opts out can only occur during open enrollment or upon the occurrence of a "qualifying event" as defined under COBRA regulations.
- 31.5 The Employer can opt out of the UFCW National Health and Welfare Fund with the Union's consent, thereby ceasing all of Employer's obligations as to the Fund, including, but not limited to, the obligations to pay contributions as set forth above in Paragraphs 31.1 and 31.2; however, the Employer must give the appropriate local union at least four (4) months' notice of its intent to opt out of the Fund and must provide the appropriate local union the schedule of benefits of the new plan proposed by the Employer.
- 31.6 The Company shall provide a non-contributory Dependent Care Assistance Program (DCAP) for all employees with Union seniority. All eligible employees will be subject to the DCAP plan description.

- 31.7 EAP - The Company shall provide an Employee Assistance Program (EAP) for all employees.
- 31.8 For April through December, 2021, and January through December, 2022 an eligible employee pays \$22.00 per month (payable on a pre-tax basis), to the Delta Dental Plan of California for benefits as provided. For coverage after December, 2022, the amount an employee pays monthly will be adjusted based on a 50%/50% sharing of any increase or decrease between the employee and the Company which occurs to the total monthly premium, provided that such a change in the premium is declared by the dental insurer. Any increase or decrease to what the employee pays would be effective when the dental insurer's premium change is effective. An eligible employee is one who has worked or been paid for at least forty (40) straight-time hours in the previous month. Such payments will not be made on behalf of probationary employees.
- 31.9 The Company and the Union agree that the total of an individual employee's share of the monthly medical and dental premiums can be deducted (on a pre-tax basis) from the employees' paychecks in two (2) equal installments during a month.
- 31.10 The parties agree that they may, by mutual agreement, reopen only Section XXXI of this Agreement, for purposes of discussing the effects of any federal, state or local healthcare legislation. Any mutually agreed upon modifications shall be made in writing and shall become part of this Agreement.
- 31.11 The Company will purchase \$30,000 of term life insurance for any employee who attains seniority to supplement the life insurance benefit provided by the UFCW National Health and Welfare Fund.
- 31.12 Effective April 1, 2021, a premium payment of \$1.75 per month, per eligible or covered employee shall be made to the UFCW National Health and Welfare Fund for the hearing aid benefit. Such payment will not be made on behalf of probationary employees. The increase of \$1.75 per month brings the total premium payment to \$1,132.58. This is an employee paid benefit.

SECTION XXXII WORKERS' COMPENSATION

- 32.1 In the event an employee is injured while at work and is required to leave work, the employee shall be paid his full pay for the day of the injury, provided the employee requires medical attention and upon the advice of the attending physician is unable to return to work.
- 32.2 Employees who have light duty restrictions due to an industrial injury and return to work shall receive the rate of pay they were earning at the time of the injury for up to two (2) calendar weeks.

SECTION XXXIII SICK PAY

- 33.1 For Full-Time Employees:
- a. Any new employee hired between January 1 and September 30, shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule of sick pay placed in his/her sick pay balance, after ninety (90) calendar days of employment.
 - b. Any new employee hired from October 1 through December 31 shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule of sick pay placed in his/her sick pay balance on January 1 immediately following his/her hire date.

- c. On each January 1 thereafter, an employee shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule placed in his/her sick pay balance. On any January 1, an employee who has a minimum of fifteen hundred (1,500) hours worked (defined as regular hours worked, straight-time and overtime, and approved time off to conduct Union business) during the previous year shall receive an additional sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule of sick pay placed in his/her sick pay balance.
- d. The maximum amount of sick pay that an employee can accumulate is one hundred sixty (160) hours.
- e. In January of each year, any employee who has accumulated over one hundred twenty (120) hours of sick pay shall be eligible to request payout of sick leave benefits, with a maximum payment of forty (40) hours and a minimum payment of eight (8) hours paid at the employee's current, straight-time, classified hourly rate.

33.2 For Part-Time Employees:

- a. Any part-time employee hired from January 1 and September 30, shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule of sick pay placed in his/her sick pay balance, after ninety (90) calendar days of employment.
- b. Any part-time employee hired from October 1 through December 31 shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule of sick pay placed in his/her sick pay balance on January 1 immediately following his/her hire date.
- c. On each January 1, thereafter a part-time employee shall have sixteen (16) hours if working a regular schedule or twenty three and one half (23.5) hours if working a continuous operations schedule placed in his/her sick pay balance. On any January 1, a part-time employee who has a minimum of one thousand (1,000) hours worked (defined as regular hours worked, straight-time or overtime, and approved time off to conduct Union business) in the previous calendar year, shall receive an additional eight (8) hours if working a regular schedule or eleven and three quarters (11.75) hours if working a continuous operations schedule of sick pay placed into his/her sick pay balance on that January 1 date.
- d. A part-time employee may accumulate up to a maximum of ninety six (96) hours of sick pay.
- e. In January of each year, a part-time employee who has accumulated over seventy two (72) hours of sick pay shall be eligible to request payout sick leave benefits, with a maximum payout of twenty four (24) hours and a minimum payout of eight (8) hours paid at the part-time employee's current straight-time hourly rate.
- f. In the event that a part-time employee becomes full-time, his/her sick pay balance carries over.

- 33.3 Sick pay for full-time and part-time employees is applicable for the diagnosis, care (including preventative care), or treatment of an existing health condition of the employee or an employee's child, parent, spouse or domestic partner (including care for a spouse or domestic partner recovering from the delivery of a newborn), grandparent, grandchild, sibling, or another individual related by blood or affinity whose close association with the employee is the equivalent of a family member. A "child" means a biological or adopted child, a foster child, a step-child, a legal ward, or a child to whom the employee stands in loco parentis. Similarly, a "parent" means a biological or adoptive parent, a foster parent, a step-parent, an employee's legal guardian, a legal guardian of an employee's spouse or domestic partner, or a person who stood in loco parentis when the employee was a minor child. Employees who are victims of domestic violence, sexual assault, or stalking may use their sick pay for treatment, assistance, and other purposes authorized by California labor Code Section 246.5(a)(2) and any other applicable regulation or local ordinance. An employee may also use his/her sick allowance if the Employer, or the school or care-provider of the employee's child is closed because of a public health emergency.

- 33.4 Employees entitled to State Disability Benefits may have their weekly State Disability Benefits supplemented by their available sick pay in an amount equal to 100% of their net straight-time earnings based on their classified hourly rate, less statutory deductions.
- 33.5 Sick pay will be paid at the employee's straight-time, classified hourly rate, plus shift differential, if any, for all absences related to the employee's use of sick pay as described in Paragraph 33.3 above
- 33.6 Sick pay will be paid in a minimum increment of two hours.
- 33.7 For absences of three (3) or more scheduled shifts, the Company may require reasonable proof that the employee's request for sick pay was one of the purposes listed in 33.3 above, however, in no event should the employee or the Union provide documentation that reveals confidential medical or other personal information. If an employee has no available sick pay, documentation is still required to return to work. Documentation is not required for absences of less than three (3) days, however, it is required for any absence that occurs either the day before or the day after a holiday, the day prior to the start of or the day after the end of vacation.
- 33.8 In the case of an industrial illness or injury, sick leave with pay up to a total of twenty-four (24) hours for the Worker's Compensation temporary disability waiting period at the rate of a full day's pay at straight-time earnings, regularly scheduled days off excluded, will be allowed during the contract period, the date of notice of ratification through April 30, 2021, to all employees who have sufficient accrued sick leave pay to cover the work hours missed. If Worker's Compensation temporary disability payments are paid for said waiting period, no sick leave benefits shall be paid.
- 33.9 Misrepresentation by an employee of the facts with respect to any disability, illness, or injury for which benefits may be claimed by the employee shall disqualify the employee for such benefits and shall be just cause for disciplinary action, up to and including discharge.
- 33.10 It is the intent of this Section that it simultaneously satisfies the California Labor Code Section 245.5(a)(1) exemption to the Healthy Workplace Families Act ("Act") for employees covered by a valid collective bargaining agreement, but at the same time, fully complies with any applicable, local, municipality, paid, sick pay ordinance applicable to the Company's represented employees who fall under the jurisdiction of such ordinance. In the event that the Act or any such ordinance is repealed, modified, or amended in any manner wherein the Company or any local Union believes that the application of this Section to its employees is not compliant or consistent with the then-in-effect Act or ordinance because of such repeal, modification, or amendment, either party may request a meeting with the other to discuss how to bring the Section into compliance.

SECTION XXXIV PENSION PLAN AND 401K

- 34.1 It is agreed that the Company will administer the G3 Enterprises, Inc. Retirement Plan (the "Plan") for all employees with union seniority.
 - a. Each pay day that occurs between January 1 through December 31, inclusive ("Calendar Year") the Company will contribute 4.5% of an eligible employee's gross pay earned for that pay period to that employee's account in the Plan. This 4.5% Company contribution is called the "Base Benefit."
 - b. In addition to the above, in the case of a probationary employee, the Base Benefit will be calculated using gross pay earned by such employee starting on the first day of the pay period following the date he/she accrued seniority upon the completion of the probationary period as set forth in Section VI of the CBA.
 - c. Each pay day, if applicable, the Company will make a matching contribution ("Matching Contribution") to the employee's account equal to one-half of the first 2% of wages contributed by the employee.

- d. Immediate vesting occurs for any Base Benefit or Matching Contribution made to an eligible employee's account in the Plan.
- e. Two (2) Union officials, one from each local, will serve in an advisory capacity on a Committee established for the Plan to consider administrative matters.

All eligible employees will be subject to the Plan description.

SECTION XXXV NO STRIKE-NO LOCKOUT

- 35.1 The parties have agreed that there shall be no economic action taken by the Union as a result of any labor dispute with the Employer during the life of the Agreement. For the purposes of this section, "economic action" shall be defined as sympathy strikes, slowdowns, picketing or any adverse actions initiated, ratified, or participated in by the Union and its members. It is the intent of the parties that during the life of the contract there shall be no interruptions or interference with the Employer's normal sales, production or shipping operations at any of the Employer's locations.

SECTION XXXVI WORKPLACE VIOLENCE

- 36.1 The Company will not tolerate acts of violence or threats of violence by any person and maintains a zero tolerance policy toward such actions. All violent acts by an employee and all threats by an employee are considered serious and will result in discharge.

SECTION XXXVII SCOPE OF AGREEMENT

- 37.1 Separability
If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court of ultimate authority to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement. In the event of such a court decision, the parties will bargain or arbitrate the unresolved issue. Each party can frame the issue for arbitration.
- 37.2 Past Practices and Side Agreements
Since side agreements (oral or written), binding past practices, or letters of understanding between the parties prior to May 1, 2021, were either incorporated into this Agreement, or are contained in the section entitled "Supplemental Agreements" or no longer apply; they are null and void.

SECTION XXXVIII TERMINATION OF CONTRACT

- 38.1 This Agreement shall become effective as of the date of notice of ratification to G3 Enterprises, Closure Division and shall remain in full force and effect until midnight, April 30, 2025, and from year to year thereafter, unless

either party gives at least sixty (60) days' notice in writing to the other party prior to any annual expiration date of its desire to amend, terminate, or otherwise modify this Agreement.

SECTION XXXIX GENDER

- 39.1 Wherever the masculine gender is used in this Agreement, it shall include the female and wherever the female gender is used in this Agreement, it shall include the male.

SECTION XL MILITARY DUTY AND REEMPLOYMENT RIGHTS

- 40.1 The Company shall comply with the applicable federal and/or state law with respect to military duty and reemployment rights.
- 40.2 In the event of a national emergency declared by the President of the United States and/or Congress, during the term of this Agreement, employees who have attained seniority and are on active military reserve status and are called to active military duty status because of said national emergency, shall have their military pay (any and all types of military pay received) supplemented up to 100% of their straight-time, classified hourly rate take home earnings based on a 40-hour work week for a period not to exceed six (6) months for each event. Proof of military earnings is required.

SECTION XLI SUPPLEMENTAL PART-TIME WORKFORCE

- 41.1 The Company may employ hourly, part-time employees to perform bargaining unit work. The parties agree that hourly, part-time employees will not be used to displace current, full-time employees, nor will they be used if there is any full-time employee on layoff status who is capable of performing the work contemplated for a part-time employee, or assignable to such work under the Company's Return-to-Work policy. The number of part-time employees shall not exceed a total of twelve (12).
- 41.2 Upon completion of the probationary period under Section VI of the CBA, a part-time employee will accrue seniority under Section VII of the CBA. However, the employee remains in part-time status and accruing seniority does not guarantee full-time employment. With the exception of sick pay for part-time employees as it is described in Section XXXIII of this Agreement, bereavement leave in Section XX, vacation in Section XVIII, and term life insurance in Section XXXI, a part-time employee is not eligible for any other Company-paid benefits, but will be paid the rate specified in the Collective Bargaining Agreement (CBA) between the parties for the work performed, including shift differential, if applicable. Retirees who elect to become a part-time employee will be paid the Pay level which was their classified hourly rate at the time of their retirement, including any increases made to such pay level under this CBA.
- 41.3 For the purposes of Section III of the CBA, following the month during which a part-time employee completes his/her probationary period; the Company will deduct from a part-time employee's pay, and remit to the Union, the applicable Union dues.
- 41.4 The work hours for a part-time employee will be, on average, less than thirty (30) hours per workweek.
- 41.5 Part-time employees may have a work schedule with a duration of eight (8) or eleven and three quarters (11.75) hours, excluding meal periods.

- 41.6 In the event that a full shift is not available on a workday on which part-time employees are present in a particular operation, the applicable light workload procedure for that operational unit will be followed.
- 41.7 On the first payday following a part-time employee's attainment of one year of continuous service and on the first payday following each subsequent date-of-hire anniversary that occurs as a part-time employee, such part-time employee shall be paid a retention bonus, in the amount of \$500, reduced by lawfully required deductions and withholdings, provided 1) he/she does not have any active discipline above a DEC on the date of the anniversary, and 2) he/she has worked at least one thousand (1,000) hours in the twelve (12) months preceding the anniversary date.
- 41.8 Full time employees who do not have any active discipline above a DEC who desire to convert to regular, part-time status will be allowed to (1) keep their Union seniority date for purposes of shift preference among other part-time employees in their same department pool and (2) carryover up to a maximum of ninety six (96) hours of sick pay from their "full time" sick pay bank into their "part-time" sick pay bank.

SECTION XLII

EMPLOYEE DEBT COLLECTION PROCESS

- 42.1 In the event that an employee received medical and/or dental coverage for month(s) for which he/she did not pay the required employee contribution, in addition to current pay period deductions for medical and/or dental coverage, the Company can deduct an amount mutually agreeable by the employee and the Company of the employee's full past due contributions to the UFCW National Health and Welfare Fund from the employee's regular paycheck.

G3 Enterprises Closure Division Wage Schedule

Level	Job Code	Classification	Current Rate	5/1/2021 3.00%	5/1/2022 2.25%	5/1/2023 2.25%	5/1/2024 2.50%
1A	V121	General Production Worker (GPW)	\$16.93	\$17.44	\$17.83	\$18.23	\$18.69
1	V114	Starting Operator	\$21.07	\$21.70	\$22.19	\$22.69	\$23.26
2	V103	Operator	\$24.25	\$24.98	\$25.54	\$26.11	\$26.77

Level	Job Code	Classification	Current Rate	5/1/2021 4.00%	5/1/2022 3.25%	5/1/2023 3.25%	5/1/2024 3.50%
3	V110	Skilled Operator	\$27.12	\$28.20	\$29.12	\$30.07	\$31.12
4	V102	Advanced Operator	\$29.63	\$30.82	\$31.82	\$32.85	\$34.00
5A	V100	Lead Operator*	\$30.99	\$32.23	\$33.28	\$34.36	\$35.56
5	V111	Process Leader*	\$32.59	\$33.89	\$35.00	\$36.13	\$37.40
6	V113	Starting Mechanic	\$33.59	\$34.93	\$36.07	\$37.24	\$38.54
7	V115	Mechanic	\$35.51	\$36.93	\$38.13	\$39.37	\$40.75
8	V104	Skilled Mechanic	\$37.44	\$38.94	\$40.20	\$41.51	\$42.96
9	V101	Advanced Mechanic	\$41.12	\$42.76	\$44.15	\$45.59	\$47.19
10	V105	Lead Mechanic*	\$43.29	\$45.02	\$46.48	\$48.00	\$49.68
* Designates Interest Notice Positions							

Supplemental Agreements

Letter of Understanding regarding Vision Benefit coverage for Frames and Contacts

Effective May 1, 2021, a premium payment of \$.75 per month to be paid per covered employee shall be made to the UFCW National Health and Welfare Fund for the enhanced vision benefit. Such payment will not be made on behalf of probationary employees. The new vision benefit allowance is now up to \$300.00. This is solely an employee benefit.

IN WITNESS WHEREOF, this contract is executed by the signatures below:

G3 ENTERPRISES, CLOSURE DIVISION

DocuSigned by:
By: Michael Stanfield Date: 10/7/2021
267EC73G0D314E4
Michael Stanfield, VP/GM Closure Division

UFCW LOCAL 186D
DISTILLERY, WINE & ALLIED WORKERS DIVISION

DocuSigned by:
By: Luis Martell Date: 11/10/2021
687CF56858924C8
Luis Martell, President