

**AGREEMENT
THE JEL SERT COMPANY
and
SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1**

September 16, 2020 – September 15, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I Purpose	1
ARTICLE II Recognition	1
ARTICLE III Management Rights	3
ARTICLE IV Hours of Work and Overtime	4
ARTICLE V Seniority	9
ARTICLE VI Rates of Pay	14
ARTICLE VII Holidays and Sick/Personal Days.....	16
ARTICLE VIII Vacations.....	18
ARTICLE IX Insurance.....	22
ARTICLE X Leaves of Absence	24
ARTICLE XI Jel Sert Retirement Income and Savings Plan	27
ARTICLE XII Grievance Procedure	28
ARTICLE XIII Prohibition of Strikes and Lockouts.....	30
ARTICLE XIV General Provisions	31
ARTICLE XV Term of Agreement	34
ARTICLE XVI Political Action Committee.....	35
EXHIBIT A.....	37
EXHIBIT B.....	39
EXHIBIT C.....	42
EXHIBIT D.....	44
EXHIBIT E.....	46

AGREEMENT

THIS AGREEMENT has been made and entered into as of this _____ day of December, 2020, by and between THE JEL SERT COMPANY, (hereinafter called the “COMPANY”), and Service Employees International Union, Local 1 (hereinafter called the “UNION”).

ARTICLE I

Purpose

Section 1. It is the intent and purpose of the parties that this Agreement shall serve to promote and improve the industrial and economic relations between the Company and the Union; to assure at all times maximum production and quality at lowest possible cost; to provide means for the amicable adjustment of all disputes and grievances; to encourage and promote a condition of harmony and tranquility between the Company, the Union and employees; and to set forth the parties’ mutually satisfactory agreement with respect to wages, hours and other terms and conditions of employment.

ARTICLE II

Recognition

Section 1. The Company recognizes the Union as the sole and exclusive bargaining representative for all production and maintenance employees of the Company employed in its facilities located at Route 59 and Conde Street and at 444 Charles Court, both of which are in West Chicago, Illinois 60185, excluding office and clerical employees, professional and technical employees, guards and supervisory employees as defined in the National Labor Relations Act, as amended. “Employees” as used in this Agreement shall mean the employees for whom the Union is recognized as the bargaining representative.

Section 2. It shall be a condition of employment that all employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members and those who are not members on the effective date of this Agreement shall, on the 30th

day following the effective date of this Agreement, become and remain members of the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 30th day following the beginning of such employment, become and remain members of the Union. It is understood that the references to union membership shall mean only the employee must tender periodic dues and initiation fees uniformly required of union members in order to remain eligible for employment.

Section 3. Upon receipt of a written authorization voluntarily submitted by an employee, the Company will deduct from the wages of each such employee who is a member of the Union, the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership in the Union. Amounts deducted from the wages of employees shall be forwarded to the Union the first month of each quarter.

Section 4. Information transmitted to the Union pursuant to this Article shall be sent in Excel format and shall include the employee's name, social security number, wage rate, hours worked in the month for which dues payment has been made and dues paid during the current month. The Company shall also provide to the Union, where made available by the employee, the individual's home or mailing address, home phone number, personal wireless telephone number and electronic e-mail address, it being understood, however, that the Company shall in no way be responsible for or obligated to maintain the accuracy or updating of any such information to any greater extent than that which the employee may have provided to the Company.

Section 5. The Union shall indemnify, defend and hold the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purposes of complying with the provisions of Sections 2 and 3 of this Article.

Section 6. The Union agrees that neither it nor its members shall conduct on Company time any Union activity other than the handling of grievances with the Company as provided in this Agreement.

Section 7. If the Company decides to sell its facility(ies), it will inform the new owner of the existence of this Agreement and simultaneously inform the Union of the identity of the new owner.

ARTICLE III **Management Rights**

Section 1. The Union recognizes that certain rights, powers, and responsibilities belong solely to and are exclusively vested in the Company except as they may be subject to the obligations of this Agreement. It is agreed that the Union and the employees will cooperate with the Company within the obligations of the Agreement to liberally construe this Section to facilitate the efficient and flexible operation of the plant. Among these rights, powers and responsibilities, but not wholly inclusive, are all matters concerning or related to the management of the plant and business and administration thereof, and the direction of the working forces, including the right to suspend, discipline, or discharge for just cause, to lay off for lack of work or for any other legitimate reason, to hire, classify, transfer, assign work, promote, demote, or recall, to make and enforce reasonable plant rules and regulations, to determine the products, processes, and extent of manufacture, the types and quantities of machinery, equipment and materials to be used, the nature, extent, duration, character and method of operation, including the right to contract out or subcontract, where the work is construction work; or work which cannot be done by the employees in the unit because of lack of equipment, tools, skill, facilities or space, or work which cannot be done by the employees in the unit in time to meet the Company's requirements; or work where the employees in the unit are or will be occupied with assigned duties, or in emergencies, relocate, transfer or consolidate work or plants (provided that the Union may request available employment

opportunities, if any, for employees terminated as a result of said relocation, transfer or consolidation), the amount, utilization and kind of personnel and quality and quantity of workmanship and work required to insure maximum mobility, flexibility and efficiency of operations, all of which are vested exclusively in the Company, except as expressly abridged by this Agreement.

Where the Company subcontracts production work, it shall (1) notify the Union, and (2) upon request, employees who are not otherwise working and who are able to do the work shall be given the opportunity to do the work so that any such subcontracting shall not cause employees to be laid off or fail to be called back to work.

ARTICLE IV **Hours of Work and Overtime**

a. Except as otherwise provided below, the regular workday and workweek for full-time employees shall be 8 hours per day, 5 days per week, Monday through Friday, inclusive.

b. The Union will be notified two days before a reduction in the plant's regular workday or regular workweek. Upon request, the Company will discuss any reduction with the Union. Any change in the Company's workweek shall require notice to and upon request, discussion with the Union. No provision of this Agreement shall be construed as a guarantee of hours of work per day or days of work per week nor shall any provision herein prevent the Company from reducing the hours of work per day or days of work per week for lack of work.

c. The Company may in its discretion decide to implement a four-day, 10-hour day week. The Company shall give the Union as much advance notice as possible before implementation of a four-day, 10-hour per day workweek. The Company will meet with the Union at its request to discuss concerns raised by those departments working the scheduled four-day, 10-hour per day workweek and will make a reasonable effort to accommodate employees' personal schedules. The

Company's schedule of a four 10-hour day week would modify Article IV, §2(a) to pay time and one-half after 10 hours, not 8.

Section 1. The Company may, in its discretion, decide to implement a seven (7) day per week continuous work schedule. The Company shall give the Union as much advance notice as possible before implementation of a seven-day per week continuous work schedule. The Company will meet with the Union at its request to discuss concerns raised by those departments working the scheduled seven-day per week continuous work schedule and will make a reasonable effort to accommodate employees' personal schedules. Except as provided otherwise in Section 1, time and one-half an employee's regular straight-time hourly rate will be paid for all hours worked:

a. In excess of 8 hours worked per day if the employee has no more than one excused absence during the week which prevents the employee from working 40 hours in the week. The Company shall not unreasonably deny an excused absence.

b. In excess of 40 hours worked in any workweek.

c. On Saturday if the employee has no more than one excused absence during the week which prevents the employee from working 40 hours in the week. The Company shall not unreasonably deny an excused absence.

d. Employees required to work on Saturdays shall be given the option to request at least one (1) Saturday off work per month, which may be satisfied with a planned Saturday shutdown. For months without a planned shutdown, a sign up system will be created based on position and seniority. Requests for a Saturday off work must be submitted by the 10th of the prior calendar month. *In the event of a dispute related to this subsection caused by the denial of a Saturday off work (for reasons other than a planned shutdown), the overtime committee will be asked to review*

the facts involved in lieu of submission of the dispute to the grievance procedure. A representative of the Overtime Committee shall meet with the Union regarding the outcome of the dispute.

e. Sunday work shall be voluntary, except in the event of emergency (e.g., act of God, power outage, etc.)

Except as provided otherwise above, on Sunday double the employee's regular straight-time hourly rate shall be paid for all hours worked.

Section 2. Regardless of department, hours worked on a scheduled holiday shall be paid at double the employee's regular straight-time rate except for hours worked on Good Friday or Memorial Day which shall be paid at straight time for all hours worked.

An employee who works the holiday shall also be entitled to holiday pay equal to his/her straight-time hourly rate times the number of hours worked on that holiday. Employees who are not scheduled to work the holiday shall receive eight (8) hours' straight-time pay in accordance with Article VII.

Section 3. An employee who is scheduled to report for work and who does report for work in accordance with such schedule, not having been notified in advance not to report, shall be given 4 hours' work or 4 hours' pay in lieu thereof at his/her regular straight-time hourly rate. Any such employee shall be required to perform any work assigned. The foregoing provision of this Section does not apply in the event of fire, storms, floods, or other Acts of God or utility (electric, water, etc.) failure, or reasons beyond the Company's control, which the Company shall interpret reasonably. If a machine fails for mechanical reasons, it shall not constitute an "Act of God" under this clause.

Section 4. Employees shall be expected to work reasonable amounts of overtime when, in the opinion of the Company, it is necessary to perform overtime work. The Company will notify those employees required for overtime work as much as possible in advance of such overtime and, if known by the Company, notification will occur as early as Thursday afternoon for weekend work and by the first break for daily work. Employees may, however, be excused from an overtime assignment for good cause as defined by the Company's attendance policy.

In the application of the following distribution policy, such overtime shall be offered in accordance with the provisions below and, in the event there are insufficient employees available, the Company shall assign such overtime to volunteers provided the eight-hour "off" period, as described in this section, is maintained. Where there still remains an insufficient number of employees, overtime may be deemed mandatory in reverse order of seniority among employees within the department and on the shift in question. Also in the application of this policy, an employee who fails to work mandatory overtime or agrees to work overtime when asked and does not report will be subject to discipline.

Overtime opportunity shall be distributed as follows, however employees in Mechanic and Mechanic Helper positions shall be ineligible for overtime opportunities in lower labor grades.

a. Weekly overtime production schedules shall be posted by Thursday afternoon indicating weekly overtime to be performed during the following workweek (Monday through Friday). When such overtime has been posted, employees working in the department and on the shift where such overtime is available must give notice, by signing the posting by noon Friday of week preceding the overtime of their desire to transfer to jobs where such overtime is available. Beginning the week of November 13, 2017 employees will also be able to indicate their desire to work either pre-shift or post-shift overtime. Overtime assignments will be posted by the Company by 2:00 p.m. Friday. If they possess the seniority, skill and ability to perform that work, such

employees who have given such notice shall be temporarily transferred to jobs where weekly overtime is available in that department and shift, and shall displace less senior employees during the course of the overtime period for the entire week in question provided that this displacement shall not apply to machine setups on which the employee will not be running production during the regular shift. Seniority preference will be given to shift set-up work where the employee will be operating those machines during the regular shift. A copy of the final overtime notice will be provided to either the Steward of that shift or the Chief Union Steward upon request.

b. Weekend overtime as scheduled by the Company shall be offered first to the most senior qualified employees who have the skill and ability to perform the work within the department (or among Distribution Center employees where such employees are not otherwise scheduled to work overtime in the Distribution Center) provided the employees: (a) have signed their names to an overtime posting; and (b) have eight (8) or more hours off between the time of punching out on their last work shift and punching in on the weekend day. The Company will adjust weekend start times so that second shift employees will be provided some overtime opportunities on a seniority basis.

c. Wherever the word “qualified” is used in this Section 5, it shall mean the person who possesses the current seniority, skill, knowledge, training, and ability to do the work in question. Management shall not apply this clause in an unfair or capricious manner and any claim of favoritism may be processed through the grievance procedure. For overtime distribution purposes, the plant is currently divided into the following departments:

- a. Blending;
- b. Maintenance;
- c. Warehouse;
- d. Liquid
- e. Powder;

- f. Receiving;
- g. Distribution Center; and
- h. Quality Assurance

Section 5. Employees working a shift of 8 hours or more will be granted a rest period of 10 minutes during the first half and an additional rest period of 10 minutes during the last half of such shift. Employees working a shift of at least 4 hours but less than 8 hours will be granted a rest period of 10 minutes.

Section 6. Following the ratification date of this successor Agreement, employees will receive a minimum of twelve (12) hours of rest break between shifts.

Section 7. Employees will receive a minimum of one (1) hour of advance notice on each workday that the employee is required to work a mandatory overtime assignment. There are two exceptions when there are insufficient volunteers and the one (1) hour advance notice of mandatory overtime is not practical or required: (a) an emergency situation occurs outside the control of the Company such as an act of God; OR (b) an employee calls-off during the final hour period when notice would normally have been provided. Overtime will be assigned one per one for each call-off, in reverse seniority among qualified employees who can perform the needed overtime work.

Section 8. Nothing in this Agreement shall be construed to require the duplicating or pyramiding of overtime rates. Hours compensated for at overtime rates under one provision of this Agreement shall be excluded as hours worked in computing overtime under any other provision.

ARTICLE V **Seniority**

Section 1. Subject to the provisions of Section 2 of this Article, an employee's seniority is his/her length of continuous service with the Company commencing with his/her latest

hiring date. There shall be super seniority for purposes of layoff and recall for a maximum of nine stewards inclusive of the Chief Steward. All such stewards shall be selected on the following basis: from the first shift, five Union stewards; from the second shift, three Union stewards; and from the third shift, one Union steward. One of these nine stewards shall be named the Chief Union Steward who will supervise all other Union stewards in the plant. Super seniority for those stewards other than the chief steward shall be defined as super seniority within that department only in which he/she works. In the event that the Chief Steward is absent the Assistant Chief Steward shall act in his/her place. Where two or more employees begin work on the same day the seniority ranking of said employees shall be determined by the last four digits of their social security numbers, (lowest number being first in seniority).

Section 2. A new employee shall work under the provisions of this Agreement but shall be employed only on a 60 working day trial basis, during which period he/she may be discharged without further recourse; provided, however, that the Company may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After said 60 working days, the employee shall be placed on the regular seniority list.

Section 3. An employee's seniority and employment relationship with the Company shall terminate upon the occurrence of any of the following:

- a. Quit.
- b. Discharge.
- c. For reasons other than layoff, not working in the plant for one year or more for employees with more than one year's seniority and for a period equal to the employee's seniority or 6 months, whichever is less, for employees with less than one year's seniority, except that employees who do not work in the plant because of occupational illness or injury which resulted

from an employment relationship with the Company shall lose their seniority after two (2) years or one (1) year for employees with less than one year's seniority at the time of leave.

d. Absence for 3 or more days without reasonable notice to the Company or without cause.

e. Failure to indicate within five (5) days an intention to report for work within three calendar days after notice by the Company to return to work following a layoff (by certified mail addressed and sent to the employee's last address known to Company shall constitute sufficient notice by Company).

f. Transfer out of the bargaining unit.

g. Failure to return following the expiration of a leave of absence or misrepresenting the reason for a leave of absence or obtaining other employment without permission of the Company during a leave of absence.

h. Layoff for eighteen (18) months.

Section 4. In layoffs, recalls and in filling vacancies or when new jobs are created, or hiring or rehiring takes place, seniority shall govern, provided that the employee has the skill and ability to perform the work satisfactorily.

The plant is currently divided into the following departments, within which seniority will be applied on a plant-wide basis:

- a. Blending;
- b. Maintenance;
- c. Warehouse;
- d. Liquid
- e. Powder;
- f. Receiving;
- g. Distribution Center; and
- h. Quality Assurance

The Chief Steward or his/her designate shall participate with the Plant Personnel Department in recalling laid off employees. The parties shall meet as needed to inform the Chief Steward or his/her designate as to the number of employees to be recalled, the expected recall date, shift recalled to, and to answer questions related to the recall process. A copy of the recall list shall be given to the Chief Steward in advance of the mailing of the recall letters and such list shall also be posted under the glass bulletin board outside the plant Human Resources Department. After determining the number of positions needed in a recall the Company shall mail out the recall letters to fill such positions. If the returning employees do not match the number of positions recalled the Company may fill such positions through the employee referral list, general hiring practices or with temporary agency employees. The Company will notify laid off employees to return to work by certified mail, return receipt requested to the employee's last known address, except in exceptional circumstances when laid-off employees may be recalled by telephone, in the presence of a steward, to fill jobs on lines which require immediate production. The Company will provide a copy of the master layoff/recall list to the Chief Union Steward upon request. There shall be no obligation to recall employees from voluntary layoffs until the beginning of the next hiring season, and employees accepting voluntary layoffs shall be so informed at the time the layoff begins. The Company will meet with the Union and/or stewards concerning layoffs. The Company shall not be unreasonable in the exercise of its judgment. The Company shall provide the Union with no less than five (5) days prior notice of an extended layoff provided the Company has such advance knowledge.

Section 5. Whenever any permanent job in the bargaining unit becomes vacant the Company, for 3 days, will post a notice which shall state the vacant job classification, department, rate of pay and the qualifications, experience, training, education, demonstrated ability, and other prerequisites, if any, needed to fill the vacant job. Employees who have successfully completed

their probationary period who wish to apply for the vacancy may do so in writing during the period the notice is posted. The Company shall fill the vacancy with the applicant with the most seniority provided he/she has the skill and ability to do the job; provided, further however, that (1) the successful applicant shall receive the rate of pay of the new job when he/she actually performs the work of the new job; (2) the Company may temporarily fill any vacant job until the successful applicant is selected and the vacancy filled; (3) after a reasonable qualification period not to exceed thirty (30) working days, the successful applicant will be allowed up to four (4) hours to demonstrate his/her ability to perform the work. (Upon request, the Chief Steward shall have reasonable access to observe the employee's performance during the demonstration period, provided that such observation does not interfere with or otherwise hinder production.) If the applicant is unable to perform the work satisfactorily, the employee may be removed from the new job and the employee may return to his/her old job and old rate of pay, without loss of seniority or benefits; (4) a successful applicant must remain on the job to which he/she has been selected for 6 months before he/she may apply for another posted job; and (5) lateral bids are prohibited except in hardship circumstances and in cases where the bid is to the same job on a different shift, and downward bids are prohibited except in hardship circumstances, in which case the employee shall receive the rate of pay of the job being performed.

Employees desiring to bid shall sign a bid form prior to the date and hour the posting ends. Such bid opportunity shall be available to employees eligible to bid in accordance with this Article on a plant-wide basis.

Temporary vacancies (vacancies caused by absences of employees for reasons such as vacation, short-term illness, jury duty, death in the family and leaves of absence) of more than 15 workdays shall be filled according to seniority, provided that the least senior employee has the

ability to immediately perform the job. Temporary vacancies of less than 15 workdays may be filled by the Company without posting and without regard to seniority.

If an employee is temporarily transferred for the Company's convenience to a higher-paid job classification, and such employee works in such job for a period of one full payroll week or longer, such employee shall receive the rate of the higher-paid classification for all such work; this privilege shall not be extended to an employee who transfers temporarily for his/her own convenience, such as, by way of example, an employee who transfers to another job in order to accept overtime opportunity.

Section 6. When forces are increased, employees on layoff shall be subject to recall in accordance with the provisions of Section 4 of this Article.

Section 7. A seniority list will be prepared by the Company showing the name of each employee, his/her department, job classification and seniority date. This list will be posted in the plant within 30 days after the signing of this Agreement. A copy of the seniority list will be furnished to the Union and the Chief Union Steward upon request. It shall be corrected each 6 months during the life of this Agreement and upon correction, shall again be posted in the plant. Any errors in the seniority list are subject to correction only if called to the attention of the Company and Union by the employee or employees involved within 3 workdays after the list is posted; otherwise, the seniority list shall be final. A copy of the seniority lists will be furnished to the Union.

ARTICLE VI **Rates of Pay**

Section 1. Job titles in existence on the date of this Agreement and minimum rates of pay applicable thereto for the term of this Agreement are set forth in Exhibit A attached hereto and made a part hereof. Contractual hourly wage increases for employees on the payroll on specific dates during this Agreement are also set forth in Exhibit A attached hereto and made a part hereof.

Section 2. If, during the life of this Agreement, new job titles within the bargaining unit are established, the Company shall put the new job titles into effect and establish the rate of pay therefor. Such rate and progression schedule will be discussed with the Union in advance with the object of obtaining its agreement to the installation. The Company will also give a job description of the new job to the Union in advance of implementation. The Company may then install the rate with or without agreement. When installed pursuant to agreement, no grievance may thereafter be filed with respect to such rate. When installed without agreement, the employee or employees affected or the Union may present a grievance protesting the rate. If no grievance is filed or upon the settlement of any such grievance, the new rate shall not thereafter be subject to challenge under the grievance procedure.

Section 3. Other than provided in Article V, Section 5, temporary transfers may be made without regard to seniority. A temporary transfer shall not exceed a period of 30 days except by agreement between the Company and the Union, unless the temporary transfer is in lieu of layoff. Temporary transfers shall not be made for the purpose of discipline.

Section 4. The day on which a shift is scheduled to start shall determine whether premium pay applies to scheduled hours worked on such shift. For example, a shift starting on Saturday at 11 p.m. will be paid straight time, not double time, for scheduled hours worked on that shift after 12:01 a.m. on Sunday, and a shift starting on Sunday at 11 p.m. shall be paid double time, not straight time, for scheduled hours worked on Monday after 12:01 a.m. that are part of that shift. This same principle shall apply to hours worked on shifts beginning on the day before a holiday (working into the holiday) and on a holiday (working into a non-holiday). However, if overtime occurs at the end of a shift that starts on a Saturday, or starts on the day before a holiday, the hours worked during the overtime period shall be paid at double time.

ARTICLE VII
Holidays and Sick/Personal Days

Section 1. An eligible full-time employee who has completed 60 days of service (working days) shall receive 8 hours' pay at his/her regular straight-time hourly rate (unless such employee is scheduled to work a shift consisting of more than 8 hours in duration each day during the calendar week in which the holiday falls, in which case such employee shall receive straight-time holiday pay equal to the number of hours scheduled each day during the shift worked during such week) for the following holidays. An employee scheduled to work a shift consisting of more than 8 hours per day during any payroll week in which a holiday falls shall not have his/her daily hours of work reduced to avoid the payment of holiday pay equal to the number of hours scheduled each day the rest of that holiday week.

- | | |
|---------------------|-------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Day after Thanksgiving Day |
| 3. Memorial Day | 8. Christmas Eve Day |
| 4. Independence Day | 9. Christmas Day |
| 5. Labor Day | 10. New Year's Eve Day |

When any of these holidays falls on Sunday, the following Monday instead of Sunday shall be recognized and observed as the holiday.

When any of these holidays falls on Saturday, either Saturday, or, at the option of the Company, Friday instead of Saturday shall be recognized and observed as the holiday. Where a determination can be made the Company shall give employees at least 5 days advance notice of such day to be designated as the holiday.

After one year of continuous service employees will receive a birthday holiday day off with pay not to exceed eight (8) hours pay. Once the employee becomes eligible the day off can be scheduled by the employee on one of the employee's scheduled work days at any time in that calendar year with the supervisor's approval 24 hours or more in advance of the day off. Birthday holidays not taken in the calendar year shall be forfeited provided, however, that in the event the

Company denies the employee the ability to schedule the birthday holiday prior to end of the calendar year then such day will be paid out.

Section 2. To be eligible for holiday pay, an employee must have worked the full scheduled workday before and the full scheduled workday following the holiday. If an employee is late or leaves early on the day before or after a holiday with good cause he/she may be excused by the Company and shall not be denied holiday pay therefor. Eligible employees laid off within 7 working days before any holidays shall be paid for such holiday provided the employee works the full scheduled workday prior to the layoff.

Employees scheduled to work a holiday who fail to work without providing the Company with an acceptable excuse shall forfeit entitlement to any holiday pay.

Section 3. If one of the holidays listed in Section 1 of this Article falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be paid holiday pay in addition to vacation pay or, at the option of the employee, shall receive an additional day off with pay at a time acceptable to the Company and the employee.

Section 4. Regular part-time employees shall receive pro rata holiday pay based on their regular daily schedule of hours on the day on which the holiday falls.

Section 5. The Company shall grant each eligible employee four (4) paid sick/personal days each calendar year with pay, not to exceed 8 hours per day. The first day of a medical absence shall entitle the employee to the paid sick day. To be eligible an employee shall have not less than one continuous year of service with the Company. Employees desiring a personal day shall give the Company as much advanced notice as practical under the circumstances so as to avoid unexpected absences.

An employee who does not, in the course of one calendar year, utilize the benefit granted by this Section 5 shall be entitled to payment on December 1 of such calendar year of an amount

equal to 8 hours times the employee's regular hourly straight time rate. This privilege shall also apply upon the termination of employment of employees with four or more years' seniority and to voluntary retirees. Employees terminated for just cause and voluntary quits shall not be entitled to any cash payments under this Section. Sick days are excused absences under Company policy.

ARTICLE VIII
Vacations

Section 1. Each regular full-time employee who has been regularly and continuously employed by the Company for the following years at any time before November 1st of any year (each January 1, beginning 2009) shall be qualified to receive the following weeks of vacation with pay during the vacation period computed on the basis of 40 times his/her straight-time hourly rate for each week of vacation:

<u>Years</u>	<u>Weeks</u>
1	1
3	2
7	3
15	4
20	5

Provided, however, that any employee eligible for 3, 4 or 5 weeks' vacation may be required by the Company to take his/her vacation in two separate periods, one period being 2 weeks and one period being 1, 2 or 3 weeks.

Full-time employees who have been regularly and continuously employed for less than one year prior to November 1 (January 1, beginning 2009) shall have such time worked carried over to the following year to a maximum 700 hours for the purpose of determining vacation entitlement. Such employees will be deemed to have earned one week of vacation after having worked a minimum of 1400 hours since their date of hire inclusive of hours carried over from the prior year provided such employee is still employed as of September 15. Such vacation can be taken only during the vacation period, provided further, however, that if the employee is laid off prior to the

vacation period he/she shall receive the vacation pay within 30 calendar days of returning to work after recall from layoff.

In following years vacation shall be determined solely in accordance with Section 2.

Section 2. An employee shall be deemed to have been regularly and continuously employed for purposes of this Article if he/she has worked at least 1400 hours in the 12-month period preceding Labor Day, or the beginning of his/her current vacation period, whichever is later (12 month period preceding January 1 beginning in 2009), provided however, employees with 3 or more years of service who are hospitalized for sickness or injury shall be considered only for purposes of this section to have ‘worked’ during the period of any said hospitalization and further, overtime hours shall be counted as hours worked.

Employees with 2 or more years of service who because of layoff have not worked at least 1400 hours but who shall have worked at least 1,200 hours, shall receive the below percentage of their vacation pay:

<u>Hours</u>	<u>Percentage</u>
1200-1299	65%
1300-1399	70%
1400-over	100%

Section 3. Any employee who has been in the service of the Company regularly and continuously for one year or more whose employment is thereafter terminated, except if discharged for violation of the Company’s Drug and Alcohol Policy, theft, insubordination, or other gross misconduct, shall be paid for any earned vacation not already taken. This earned vacation pay shall be paid to the employee at the time he/she receives his/her final pay from the Company.

Section 4. Employees who meet the above two requirements: (1) at least one year of employment with the Company, as defined in Section 1, and (2) regular and continuous employment during the current vacation year, as defined in Section 2, shall be entitled to receive a vacation in the vacation period. The vacation year shall be January 1 - December 31. However,

if the Company chooses to close the plant for vacations, annual vacations shall be taken by qualified employees at that time. If the Company chooses not to close the plant for vacation, vacation will be scheduled as follows. Vacation decisions on requests submitted between January 1 and April 15 for vacation time prior to April 15 will be made within three (3) business days (Monday-Friday) of the written request on a first come first serve basis, except in cases where more than one request is submitted on the same day, where approval will be made by seniority. Vacation requests submitted after April 15 will be handled in the same manner.

Vacation decisions on requests submitted between January 1 and March 1 for vacation time off after April 15 will be made on the basis of seniority (among qualified employees) by March 15.

The Company shall post departmental vacation schedules to be updated at least every two weeks. Denials of employee vacation requests shall be in writing and include a reason on the request form.

To ensure orderly and unhindered operations, the final right to allotment of vacations is exclusively reserved to and vested solely in the Company provided, however, vacation requests shall not be denied for arbitrary and capricious reasons. Once a vacation is approved by the Employer, it shall not be cancelled by the Company unless the employee and Company mutually agree. In such cases, in the event an approved vacation is cancelled by mutual agreement between the employee and the Company, the Company will reimburse the employee for proven lost hotel and airline expenses incurred, provided the reservations were made after the Company's approval of the vacation and the Company was made aware of such reservation and/or expenses at the time of the mutual agreement regarding the cancellation.

Employees are required to take all earned vacation time prior to December 31 or it shall be forfeited, except where the employee is prevented from taking vacation by the Company wherein

such cases the vacation shall be paid out. The above notwithstanding employees who have approved vacation to the end of December shall be allowed to continuously carry over earned vacation through the first week of January of the following year. The Company shall not be responsible for any pay out to employees who fail to select vacation by the April 15 deadline and, due to production demands and/or previously scheduled vacations which conflict, are not allowed to schedule vacation.

Employees who are subject to layoff may instead elect to utilize any earned unused vacation for which they qualify. Employees who otherwise meet the requirements of this Article and having submitted their vacation requests in writing at least two (2) weeks before the vacation is to be taken shall be paid their earned vacation pay at the time such vacation is taken. Within the Company's discretion, an employee may waive taking his/her vacation time off and instead, be paid for vacation upon written request to the Company.

Section 5. Where a qualified employee desires to take a vacation before said anniversary date during the vacation period the employee will be eligible to take vacation before said anniversary date, subject to the Company's right to allocate vacations, as set forth in Section 4 of this Article, provided, however, that said employee will not be eligible to receive vacation pay until he/she meets his/her said anniversary date requirement. By way of illustration, assume an employee works 1400 hours by Labor Day (January 1 beginning 2009) and wants to take vacation immediately thereafter, but will not have his/her first anniversary of employment until March 15. The Company may permit said employee to take vacation at the requested time, but said employee will not receive vacation pay until he/she qualifies by being in the Company's employ on March 15.

ARTICLE IX
Insurance

Section 1. Eligible employees as defined below may elect to participate in group medical and dental insurance benefits made available either through self-funding mechanisms or an insurance carrier provided said employees made contributions toward the cost of insurance as follows:

	<u>Single</u>	<u>Employee+Child</u>	<u>Employee+Spouse</u>	<u>Family</u>
9/15/20*	\$41/wk	\$63/wk	\$60/wk	\$80/wk

Covered employees shall be entitled to benefits only in accordance with and governed by the terms and conditions of the insurance documents and/or policies issued thereunder. Under no circumstances shall the Company be required to provide benefits directly to employees; the Company's sole obligation shall be to make premium payments, if any, in accordance with any underlying insurance documents and administer said plan(s) in accordance with this Agreement.

During the second and third years of this successor Agreement, the employee contribution amounts toward the cost of insurance will not change unless the Company has provided advance notice and discussion with the Union prior to the effective date of the change.

Eligibility: All new non-Seasonal bargaining unit employees hired on or after July 1, 2014 who are expected to work at least 30 hours per week beginning on their hire date must satisfy a 90-calendar day waiting period before enrolling in health coverage. Effective September 1, 2014, all bargaining unit employees who work on average at least thirty (30) hours per week over the course of a 12-month measurement period that begins May 1 and runs through the following April 30 of each year, without incurring a break-in-service, will be eligible for insurance benefits for twelve (12) months of insurance. The first annual measurement period begins May 1, 2014, and the first 12-month coverage period begins July 1, 2015. A break-in-service occurs when an employee does not accrue any hours of service for at least thirteen (13) consecutive weeks.

Effective January 1, 2015, recalled and new Seasonal Employees who work on average at least thirty (30) hours per week over the course of an initial 12-month period that begins on their respective date of recall or hire will be eligible for insurance benefits for a subsequent 12-month period. Seasonal Employees who experience a break-in-service will be subject to a new initial 12-month period if they are recalled or rehired following the break-in-service.

Seasonal Employee: Any employee who holds a position at the Company for a period of time that is generally six (6) months and such period begins during the winter months of January through March and ends during the summer months of July through September (if not sooner) each year. Any new employee who is hired following each March to a position that is customarily held by a Seasonal Employee and who is expected to be let go before October and subsequently recalled the following winter (i.e., the next January, February, or March) is also considered a Seasonal Employee.

Section 2. Employees who have five (5) or more years of continuous service who are involuntarily laid off will have their medical and dental benefits (except accident and sickness benefits) continued for six (6) months provided they notify the Company on the first of the month that (1) they are not working, (2) they intend to return to work when recalled by the Company and (3) provided the employee makes timely payment of his/her insurance contribution and failure to do so will result in the employee waiting until the next open enrollment after recall to resume insurance..

Section 3. The Company will provide both a short term disability benefit of \$275 for up to a maximum of thirteen (13) weeks (available only during active employment), such amount to increase to \$300 effective 9/16/18 and life insurance as follows for those participating, contributing employees in the health insurance program:

3 or more years of continuous service	\$10,000.00 (\$18,000 effective 7/1/18)
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Eligible employees who elect not to participate in the health insurance program may elect life insurance coverage and pay for such coverage through payroll deduction.

ARTICLE X
Leaves of Absence

Section 1. **Personal Leaves.** The employees covered hereby shall have the right to make application for personal unpaid leaves of absence for justifiable reasons not related to the Family and Medical Leave Act (FMLA). All leaves of absence shall be requested in writing on a form supplied by the Company. The Company will give a copy of such form to the Union. The Company will give consideration to the circumstances of each application and shall have the right to determine whether to grant and the duration of such leave of absence. Employees granted a personal leave of absence shall retain and continue to accrue seniority and, upon return, shall be reinstated to their former or equivalent positions, seniority permitting. Prior to application for a personal leave of absence an employee must first utilize any earned unused vacation time.

Personal leaves of absence shall not exceed 60 days. Such leave of absence may at the Company's option be extended by 30-day increments upon written application to the Company and if the Company requests, written verification of the continuing need for the leave of absence. In no case shall a leave of absence exceed 12 consecutive months.

Section 2. **Military Leave.** The re-employment rights of an employee whose active employment is interrupted, voluntarily, by active military duty, by reserve training activities or by reporting for examination to determine the fitness for military service shall be governed by applicable Federal law.

Section 3. **Union Leave.** Any employee who has been elected or appointed to serve the Union in any outside capacity will be granted a leave of absence without pay for a period of not more than 12 months; provided, however, that not more than 2 employees will be granted a

leave at any one time. Such leaves will be subject to renewal upon re-election or re-appointment for one additional period of not more than 12 months.

Section 4. Funeral Leave. An employee with 1 or more years of continuous and uninterrupted service who loses time on days on which he/she is scheduled to work due to the death of a spouse, child, parent, mother-in-law, father-in-law, brother, sister, grandparent or grandchild will be paid up to a maximum of 3 days for his scheduled working time which is lost as a result of such death, provided no employee may claim pay under this Section for a third or subsequent day following said death unless agreed to by the Company, such as in a situation where the funeral might be beyond the third day after death and the employee desires to work a day or days immediately following the death in order to attend the funeral. Employees shall furnish satisfactory proof of death and relationship acceptable to the Company upon request. Hours paid for but not worked shall not be counted towards overtime.

Section 5. Jury Leave. Any employee who has completed his/her probationary period and who is called for jury service shall be excused from work for the days on which he/she serves (which includes required reporting for jury duty when summoned, whether or not he/she is used as a juror), and shall receive, for each day of jury service on which he/she otherwise would have worked, up to 10 days, the difference between 8 hours' pay at his/her regular straight-time hourly rate and the payment received for jury service. The employee will present proof of service and of the amount of pay received therefor. The provisions of this Section are not applicable to an employee who, without being summoned, volunteers for jury duty. Hours paid for under this Section shall not be considered as hours worked.

Section 6. FMLA Leave. Any employee shall be granted a medical/family leave of absence subject to the Company's and the Union's obligations under the Family and Medical Leave Act of 1993. A request for leave must be made in writing and be approved by the Company

unless conditions specified in the FMLA dictate otherwise. If a request for leave is approved, a copy of the approved leave form shall be furnished to the employee by the Company.

Unpaid leave under the Family and Medical Leave Act may begin subject to the medical certification provided by the employee. During the first twelve (12) weeks of an employee's Family and Medical Leave, the employee will be entitled to insurance coverage at the same level and under the same conditions that would have prevailed in the absence of such leave. Any earned and unused vacation days will be paid concurrently with FMLA leave.

This leave of absence provision will be administered in accordance with the Family and Medical Leave Act of 1993. A complete FMLA policy in both English and Spanish shall be maintained in the Plant Human Resources Department and shall be contained in the Bargaining Unit Employee Handbook.

Effective on the ratification date of this successor Agreement, eligible Employees will not be given points under the Attendance Policy for taking a child (under age 18) to a doctor's appointment that cannot be scheduled outside the employee's regular workday due to a "serious health condition" as defined by the FMLA.

Section 7. School Visitation Leave. Employees who have been employed at least six (6) months and have been employed at least an average number of hours per week equal to at least one-half of the full-time equivalent position in your job classification during the six (6) month period immediately preceding your request for leave under this Section are eligible for unpaid leave of absence to attend a school conference or classroom activity of the employee's own child when such activities cannot be rescheduled during the employee's non-working hours. Time off under this Section can be granted up to eight (8) hours during any school year; no more than four (4) hours may be taken in any one day. Before taking unpaid time off under this Section, the employee must have exhausted his/her sick/personal and vacation time off. The employee must

provide Human Resources with a written request for leave under this Section at least seven (7) calendar days in advance of the requested day off. In an unanticipated emergency situation, time off may be granted for eligible employees with at least twenty four (24) hours of prior notice to Human Resources.

Section 8. Pandemic Leave Following the ratification date of this successor Agreement, employees who are unable to report to work as scheduled due to medical symptoms related to the COVID-19 virus or another condition that is declared by the government as a public health pandemic may use their earned and unused vacation days off in lieu of taking unpaid time off for this purpose for up to fourteen (14) workdays. An employee will not be disciplined for self-quarantining due to COVID-19 (or other government declared pandemic) when advised to do so by a health care provider; proof will be required.

ARTICLE XI **Jel Sert Retirement Income and Savings Plan**

Effective January 1, 2001, the Company shall establish a 401(k) plan for bargaining unit employees. Said plan, to be known as the Jel Sert Retirement Income and Savings Plan (“JSRISP”), shall permit eligible employees to participate by making contributions to the Plan on a before-tax basis, in accordance with IRS regulations.

Effective January 1, 2001, contributions by an employee will be matched by the Company each pay period. The Company match shall consist of twenty-five cents (\$0.25) for each dollar (\$1.00) contributed by an employee, up to a maximum of 4% of compensation. The employee may contribute more than 4% of his/her compensation up to the maximum limits permitted by the Internal Revenue Code, but the Company match will only be made on the first 4%.

All service by an employee with the Company prior to January 1, 2001 shall count toward vesting in Company contributions. Other details concerning JSRISP shall be set forth in Plan

document, which shall be drafted and modified with to comply with applicable laws, and which shall be controlling in case of any questions concerning JSRISP.

ARTICLE XII **Grievance Procedure**

Section 1. Any and all disputes and differences whatsoever between the Company on the one hand, and the Union or any of its members or employees of the Company on the other hand, concerning the meaning or application of this Agreement shall be exclusively settled in the following manner and there shall be no interruption of production. It is agreed that the time limitations set forth herein are of the essence and that no action or matter not in compliance therewith shall be considered the subject of a grievance unless said time limitations are extended by written agreement of both parties to this Agreement.

Subject to the provisions of Section 2 of this Article, grievances may be taken up in the following manner:

- STEP 1. The matter shall first be discussed between the aggrieved employee, his/her steward and the Department Manager of the employee involved or his/her designated representative. The Company shall respond to the grievance within 5 working days after the discussion has taken place except that the Company and steward may extend the time for answer if more time is needed to investigate and/or gather information.
- STEP 2. If the matter is not resolved in Step 1 or if an answer is not given within the time specified, within 5 workdays thereafter, it may be presented as a grievance in writing to the Vice President of Operations or designated representative on forms provided by the Union. If the matter cannot be resolved within 5 working days, the Chief Steward shall request a meeting of the staff representative of the Union and the Vice President of Operations and designee(s). Within five working days after such meeting the Chief Steward shall be given a response in writing.
- STEP 3. If the matter is not settled in Step 2, or an answer is not given within the time specified, either party, but not an individual employee or employees, may submit the dispute to arbitration by serving a written request to arbitrate, setting forth the facts and specific issues, upon the other party by Certified Mail, return receipt requested, postmarked within 30 calendar days after the answer is given at Step 2 hereof. The parties shall then select an arbitrator. If the parties fail to agree on the selection of an arbitrator, such arbitrator shall be selected in accordance with the rules of the Federal Mediation and Conciliation Service then in effect. An

arbitrable matter must involve the meaning and application of this Agreement. Management rights and prerogatives not specifically and expressly abridged by this Agreement are not subject to arbitration. The provisions of this Agreement shall be the sole source of any rights which either party may assert in arbitration. The arbitrator shall have no power to amend, add to, subtract from, or change the terms of this Agreement, and shall be authorized only to interpret the existing provisions of this Agreement and apply them to the specific facts of the grievance or dispute provided, however, that past practice may be utilized to interpret existing provisions of this agreement determined by the arbitrator to be ambiguous. The decision of the arbitrator shall be based wholly on the evidence and arguments presented by the parties in the presence of each other and ex parte arbitration hearings and awards are void. The Company and the Union agree that they will exercise expediency in the presentation of testimony, so there may be a minimum of delay in respect to such proceeding, and shall request that the arbitrator render a decision as soon as possible after completion of the hearing. The decision of the arbitrator within the limits herein prescribed shall be final and binding on all parties to the dispute, including the employee or employees involved. The fee of the arbitrator shall be borne equally by the Company and the Union. No other joint expenses shall be incurred except by mutual written agreement of the parties.

Section 2. All grievances, except those hereinafter specified, must be presented in the first step of the grievance procedure. Grievances involving the discharge, suspension or layoff of an employee must be presented in the second step of the grievance procedure. Unless grievances are so presented within five (5) workdays after the employee could reasonably have knowledge of the event which gave rise to the grievance, the right to file a grievance shall be waived. Any grievance not appealed to the next succeeding step in writing within the time limits specified will be considered withdrawn and not eligible for further appeal. Notwithstanding that a grievance shall be pending, employees shall promptly and efficiently carry out instructions and orders of any Supervisor incident to the proper and efficient conduct of the business of the Company. The compliance with an order or instruction shall not waive the employee's right to have the same handled as a grievance. Refusal to comply with an order or instruction shall be cause for suspension or discharge at the option of the Company except where it would adversely affect the employee's safety or health and for that reason the employee did not comply.

Section 3. The Chief Steward and Assistant Chief Steward provided for in this Agreement shall be employees of the Company. The Union will furnish the Company with the names of the Stewards and shall notify the Company promptly of any changes made therein.

Section 4. Stewards and the Chief Steward will be permitted, upon obtaining permission of their supervisor, to discuss grievances with the Company representatives during working hours without loss of pay, provided that such discussion does not exceed a reasonable amount of time. Permission will not be unreasonably denied. The Union's Chief Steward shall be able to process grievances on Company time only in emergencies, or at times mutually agreed to by the Company and the Chief Steward.

ARTICLE XIII
Prohibition of Strikes and Lockouts

Section 1. During the term of this Agreement, neither the Union, nor any of its members, officers, stewards, agents, or representatives, nor any employee shall foment, instigate, incite, authorize, call, support, condone, sanction, encourage, maintain, or in any way take part in any strike, walkout, work stoppage, work slowdown, work curtailment, or any cessation or interruption of work or production, or picketing of the Company's plant or premises or any of its facilities (or the premises or facilities of any of the Company's customers or suppliers because of any dispute between the Company and the Union or any of the Company's employees); provided nothing herein shall prohibit the Union from engaging in a lawful recognitional picketing at any other facilities of the Company where the Union does not already represent the employees.

Section 2. The Union agrees that it will use reasonable efforts to prevent any acts forbidden in this Article and that in the event any such acts take place by any employee or group of employees, the Union further agrees it will use reasonable efforts to cause an immediate cessation thereof. If the Union immediately takes steps in good faith to end any unauthorized stoppages, strikes, intentional slowdown or suspension of work, the Company agrees that it will

not bring action against the Union to establish responsibility for such wildcat or unauthorized strikes.

ARTICLE XIV
General Provisions

Section 1. The Company and the Union agree to cooperate in attempting to correct production inefficiencies of individual employees so as to avoid, wherever possible, the necessity for discharge because of such production inefficiencies. Copies of non-attendance related disciplinary warnings will be available via e-mail access to a mailbox to the Union and Chief Union Steward by the close of the next business day after issuance. If the Chief Union Steward is unavailable due to vacation or leave of absence the next most senior steward will have access.

Section 2. The Company and the Union recognize as essential to their mutual welfare the maintenance of a fair and competitive position based on efficient production methods.

Section 3. The Company and the Union agree that there shall be no discrimination against any employee or applicant for employment because of race, sex, color, creed, age or national origin. Employees and management representatives shall be treated with respect and dignity by all parties to this Agreement. The parties agree to quarterly labor/management meetings between the Union, available stewards and appropriate management representatives to discuss issues of a mutual concern. Complaints regarding this section, substantiated after investigation, shall lead to appropriate disciplinary action including possible removal from the position of the offending party, if determined appropriate by the Company.

Section 4. An employee injured on Company premises and ordered by the examining physician not to return to work will be paid his straight-time hourly rate, for the remainder of the shift in which he/she was injured. For subsequent visits requested by the Company's doctor for prescribed medical treatment after he/she has been released and returned to work, the employee shall be paid his/her straight-time hourly rate for time lost within his/her regular shift.

Section 5. The Company recognizes that it is undesirable for supervisors and other non-bargaining unit personnel to perform the work of employees in the unit when such work deprives unit employees of work opportunities. The Union recognizes, however, that there are circumstances when supervisors and other non-bargaining unit personnel may perform such work in accordance with the Company's laudable desire to assure an efficient and flexible operation, such as where supervisors or non-bargaining unit personnel train or instruct employees, do layout, experimental or testing duties, where there are emergencies or where scheduled employees fail to report to work, or because all qualified unit employees are or will be occupied with assigned duties.

It is understood that supervisors and non-bargaining unit personnel shall not perform bargaining unit work while qualified employees are on layoff or where such work prevents new hires.

Section 6. The Company shall provide a bulletin board for Union notices to its members which are of an informative nature. Nothing contained in such notices shall be of a controversial nature or reflect adversely on the Company or its employees.

Section 7. The Company agrees that during all times when the plant is operating, duly accredited representatives of the Union shall be entitled to access to the plant during the regular working hours, for the purpose of conferring with stewards and/or employees about any on-the-job problems or grievances where this does not interfere with the efficient operation of the Company, provided the said representatives shall notify the Human Resources Manager at least twenty-four (24) hours in advance and observe the Company's sanitation, safety and visitation rules.

Section 8. Warning notices are to be removed from employees' personnel folders on the first anniversary of the date of such warning notices.

Section 9. A Health and Safety Committee shall be appointed. The Committee shall be made up of departmental volunteers and representatives as designated by the Company. The Committee shall meet monthly, or less frequently if it so desires. The Committee shall investigate health and safety related matters and shall make recommendations to the Company on a safer work environment.

The Company and Union will both evaluate opportunities available to employees under the existing credit union and investigate benefits possibly available through alternative credit union programs.

Section 10. Company notices posted or otherwise directed to bargaining unit employees shall be on Company letterhead, dated and signed by the appropriate member of management, provided, however that an inadvertent failure to comply with this provision shall in no way be construed so as to negate the content of said notices.

Section 11. Upon reasonable request, a copy of the seniority list with pay rates will be made available for inspection to the Chief Union Steward. The Chief Steward shall not make such information available to other employees.

Section 12. A lead person is an individual, selected by the Company, who is required to act as a pipeline between supervision and employees. A lead person shall, among other duties: direct the workforce; train new employees; expedite production; set-up and clear production lines; make reports to management related to plant operations, safety and personnel; and act as a messenger from management to employees. However, a lead person does not have the authority to hire; fire; independently discipline; independently assign work; or function as a supervisor in the supervisor's absence. The Company has the full discretion to determine who should be assigned to, retained in, or relieved of group leader responsibilities.

Section 13. The Company and the Union agree that sexual harassment is misconduct that demeans the victim and undermines the integrity of the workplace. Accordingly, the Company and the Union have agreed to adopt the Company's sexual harassment policy as follows: (See Exhibit B).

Section 14. An employee shall not be denied unreasonably the right to use bathroom facilities outside of normal break periods, provided that the use of bathroom facilities outside of normal break periods is not excessive. Further, employees with medical conditions requiring more frequent use of bathroom facilities must provide a doctor's statement.

Section 15. If employees are required to wear uniforms and/or smocks or other personal protective equipment, the Company will provide such items. Employees shall be responsible for the cost of replacing lost safety glasses.

Section 16. Within three (3) days of a new hire's start day, the Company shall provide said employee with a Union prepared handout indicating the names and contact information of steward(s) and written orientation material relevant to its representation of employees pursuant to the collective bargaining agreement.

Section 17. In the event the plant closes, the Company shall bargain over the effects of the closure.

ARTICLE XV
Term of Agreement

This Agreement shall be effective as of September 16, 2020 and remain in full force and effect from said date to September 15, 2023 both inclusive. Thereafter it shall automatically renew itself from year to year unless at least 60 days and not more than 90 days prior to the termination date or anniversary thereof, either party gives written notice to the other by Certified Mail return receipt requested, of a desire to amend, add to, subtract from, or terminate this Agreement.

In the event such notice of a desire to amend, add to, or subtract from the terms of this Agreement is given, the Company, Union, and all employees shall have no rights beyond the terms of this Agreement and the parties, shall, within a reasonable time thereafter, enter into negotiations, concerning this request.

This Agreement constitutes a complete settlement of all outstanding issues between the Company and the Union and the employees.

ARTICLE XVI
Political Action Committee


Section 1. Check-off of SEIU-COPE Contributions. Upon receipt of a lawfully executed written authorization from an employee, the Company shall, during the term of this Agreement, or until such authority is revoked by the SEIU Committee on Political Education, deduct amounts designated by each employee. Such deduction shall be made from an employee's first pay of each month and from his/her pay in each succeeding month, if necessary, and shall be remitted by the Company to the Union official designated by the Committee on Political Education. The Committee on Political Education shall refund to the Company or the employee any contributions which may be deducted erroneously or any monies which may be remitted erroneously.

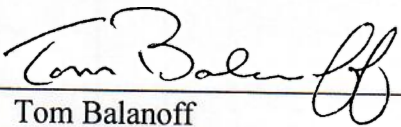
Section 2. Indemnification. The Union agrees to indemnify and hold the Company harmless against any and all claims, suits, orders or judgments against the Company resulting from any action taken or not taken by the Company pursuant to the provisions of Section 1 of this Article XVI.

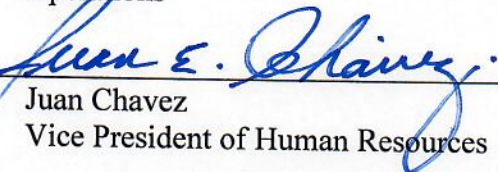
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

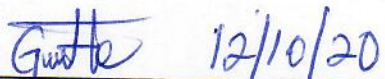
THE JEL SERT COMPANY

SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 1

BY: 
Andy Rush
Executive Vice President of
Operations

BY: 
Tom Balanoff
President, SEIU Local 1

BY: 
Juan Chavez
Vice President of Human Resources

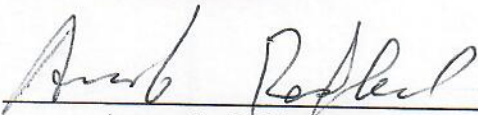
 12/10/20
Gabriel Hernandez

 12/10/2020
Ramon Molina

 12/10/2020
Jose Manuel Miranda

 12/10/2020
Servando Perez

JAVIER RAMIREZ 12/10/2020
Javier Ramirez

 12/10/2020
Armando Robledo

Ana Velazquez 12/10/2020
Ana Velasquez

 12/10/20
Fabiola Bautista

EXHIBIT A

SEPTEMBER 2020

<u>Grade</u>	<u>Job Titles</u>	<u>Starting Rate 2020</u>
<u>1</u>	<u>General Laborer</u>	<u>\$12.00</u>
<u>2</u>	<u>WHSE Checker</u>	<u>\$14.00</u>
<u>2</u>	<u>Facility Janitors</u>	<u>\$14.00</u>
<u>2</u>	<u>Machine Ops</u>	<u>\$14.00</u>
<u>4</u>	<u>Forklift Operators</u>	<u>\$15.00</u>
<u>4</u>	<u>Palletizers</u>	<u>\$15.00</u>
<u>4</u>	<u>Receiver Bailer</u>	<u>\$15.00</u>
<u>5</u>	<u>Mixers</u>	<u>\$16.00</u>
<u>5</u>	<u>Mechanic Helpers</u>	<u>\$16.00</u>
<u>6</u>	<u>Mixers - Blend Mixers</u>	<u>\$17.00</u>
<u>6</u>	<u>SPPO</u>	<u>\$17.00</u>
<u>6</u>	<u>Leads</u>	<u>\$17.00</u>
<u>7</u>	<u>Mechanics</u>	<u>-</u>
<u>7</u>	<u>A</u>	<u>\$21.00</u>
<u>7</u>	<u>B</u>	<u>\$19.00</u>
<u>7</u>	<u>C</u>	<u>\$17.00</u>
		<u>Shift Difference</u>
	<u>2nd Shift Premium</u>	<u>\$0.50</u>
	<u>3rd Shift Premium</u>	<u>\$1.00</u>

Eligible employees who have twelve (12) months or more of consecutive service with the Company shall receive the following rate increases on the dates indicated:

- a. *September 14, 2020*: \$.20 per hour increase; and,
- b. *March 15, 2021*: \$.20 per hour increase; and,
- c. *September 13, 2021*: \$.25 per hour increase; and,
- d. *March 14, 2022*: \$.25 per hour increase; and,
- e. *September 12, 2022*: \$.25 per hour increase; and
- f. *March 13, 2023*: \$.25 per hour increase.

To be eligible for the increase on September 15, 2020 all of the following must occur: (a) this successor Agreement is ratified by the Union on or before 11/23/2020; (b) the employee has completed one year of service with the Company as of September 14, 2020, and (c) employee must be actively employed on the date of ratification of this successor Agreement.

Employees regularly assigned to work a second or afternoon shift shall receive a Fifty Cents (\$.50) premium per hour worked on such shift and employees regularly assigned to a third or night shift shall receive One Dollar (\$1.00) premium per hour worked on such shift. Shift premium shall be considered in calculation of holiday or vacation pay.

Employees successfully bidding into a higher Labor Grade shall receive an increase to the starting rate of said Grade, or receive a \$1 per hour adjustment whichever is greater.

EXHIBIT B

THE JEL SERT COMPANY

WORKPLACE HARASSMENT/DISCRIMINATION POLICY

We believe that all of our employees should be able to work in an atmosphere free of all forms of employment discrimination, including sexual harassment. Our policy is to forbid harassment or discrimination of any kind, which extends to each and every level of our operation, and prohibited harassment includes, but is not limited to, harassment based on an employee's actual or perceived: sex, race, color, religion, national origin, age, disability, pregnancy, or any other status protected by law. Harassment or discrimination, whether by a fellow employee, manager, supervisor, vendor, or visitor will not be tolerated. Activities of this nature are against the law, serve no legitimate purpose and have a disruptive effect on the ability of our employees to perform their jobs properly.

The Company takes allegations of harassment or discrimination very seriously and will actively investigate all harassment complaints. If it is determined that harassment or discrimination has occurred, management will take appropriate disciplinary action against the offending person, up to and including discharge.

To ensure that the Company provides each of you with a work environment free from harassment or discrimination, the Company requires that all employees avoid any action or conduct which could be viewed as harassment or discrimination.

Acts considered to constitute sexual harassment include, but are not limited to, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where: (a) submission to such conduct is either an express or implied term or condition of employment; (b) submission or rejection of such conduct is used as a basis for an employment decision affecting the harassed person; or (c) the purpose or the effect of such conduct is to

substantially interfere with the affected individual's job performance or to create an intimidating, hostile, or offensive work environment.

Sexual harassment also may include such actions as: sex-oriented verbal "kidding", "teasing", or jokes; subtle pressure for sexual activity; physical contact such as patting, pinching, or brushing against another's body, demands for sexual favors, sexually explicit conversation, e-mails or voicemails or sexually explicit or suggestive objects or pictures.

Any employee who has a complaint of harassment or discrimination at work by anyone, including supervisors, co-workers, customers or visitors, should immediately bring the matter to the attention of the Corporate Human Resources Department, Juan Chavez, V.P. of Human Resources at (630) 876-4818 or via email at jchavez@jelsert.com, the President of the Company, Ken Wegner at (630) 876-4906 or via email at kwegner@jelsert.com, or the Chief Operating Officer, Andy Rush at (630) 876-4828 or via email at arush@jelsert.com.

To avoid any possible misunderstandings which can occur where matters are reported verbally only, we ask that you also put your complaint in writing as soon as possible even if it is originally raised orally, so that there is a record of the complaint to ensure that it is investigated as quickly and thoroughly as possible.

Because of their sensitive nature, all complaints of harassment or discrimination will be investigated with care, and the privacy of the complaining person and the person accused of harassment or discrimination will be respected to the extent possible. Private information will not be released to third parties, except as provided by law.

You are encouraged and expected to report concerns of harassment or discrimination so that we can maintain a work environment free from such conduct. Therefore, we prohibit any type or form of retaliation against any person who has complained about harassment or discrimination, filed a charge of harassment or discrimination, or who otherwise participated in an investigation

of harassment or discrimination. Such retaliation is unlawful and will result in severe discipline, up to and, including termination.

If a member of management believes, hears a rumor, or witnesses conduct such that someone has possibly experienced job-related harassment or discrimination based on sex, race or another factor, or has been treated in an unlawful, discriminatory manner, or is faced with allegations of the same, such incident must be promptly reported to Juan Chavez, V.P. of Human Resources.

EXHIBIT C

September 12, 2005

Mr. Oscar Sandoval
Local 1 SEIU
111 East Wacker Drive
Suite 2500
Chicago, IL 60601

Re: Jel Sert Company and SEIU Local 1—Side Letter in Connection with 2005 Negotiations

Dear Mr. Sandoval:

This letter is being written simultaneously with the execution of the 2005 - 2008 Collective Bargaining Agreement between SEIU Local 1 and the Jel Sert Company. During the course of the negotiations which led to this Collective Bargaining Agreement, the parties discussed a number of non-contractual issues and resolved them as follows:

1. Employees will not be required to sign in and out of their departments when using bathroom facilities;
2. The Company's withdrawal of its proposal in 2002 negotiations to stagger lunch and break periods shall not be used in the future to limit the Company's right to stagger such periods (as it has in the past) when operational and business requirements so dictate;
3. The Company maintains an evaluation process to rate employees' skill levels on various tasks. Employees have an opportunity to achieve A or B ratings provided they have multiple skills. The Company is committed to fairness in this evaluation process. To ensure fairness, where training opportunities arise, employees will be given the opportunity to train in new skill areas by seniority. Employees who disagree with their rating can appeal the decision. Human Resources and a union steward will participate on the appeals committee to ensure full communication and fairness.

Mr. Oscar Sandoval
September 12, 2005
Page 2

This letter of intent is being attached to the 2005 – 2008 Collective Bargaining Agreement to memorialize our understandings as set forth above.

On behalf of the Jel Sert Company,



Gary A. Wincek
Attorney

The understandings set forth in this side letter are agreed to by SEIU Local 1.

Oscar Sandoval
Date: September 12, 2005

EXHIBIT D

October 8, 2008

Mr. Charles Bridgemon
SEIU, Local 1
111 East Wacker Drive
Suite 2500
Chicago, IL 60601

Re: Jel Sert Company and SEIU Local 1 Letter of Understanding

Dear Charles:

This letter written simultaneously with the execution of the 2008-2011 Collective Bargaining Agreement between the parties sets forth the following understandings reached during such negotiations.

1. The Company shall not utilize temporary agency employees beyond thirty (30) working days where after a decision shall be made as to whether or not the individual shall be hired as a Jel Sert employee. If hired, pursuant to Article II, Section 2, such new employees shall become members of the Union on the 30th day following their hire. Days worked as a temporary agency employee shall count towards satisfactory completion of the employee's probationary period pursuant to Article V, "Seniority," Section 2.

The Company shall give the Union a weekly report detailing the names of temporary agency individuals used and the number of days such individuals worked and shall notify the Union weekly of any temporary agency individuals hired as regular Jel Sert employees.

2. It is understood that employees have an obligation to keep the Company informed to ensure the accuracy of its records, including home addresses. The parties agree to implementation of the following to help ensure that laid off employees are contacted at the proper address for recall pursuant to contractual obligations:
 - a) A box containing employee change of address forms is located outside of Human Resources.

Mr. Charles Bridgemon
October 8, 2008
Page 2

- b) A note will be placed in the master layoff list to remind employees being laid off to pick up and complete a change of address form, if applicable.
- c) Annually, in June and July a message will be placed on employees' paychecks to remind those affected by lay-off to pick up and complete a change of address form, if applicable.

On behalf of the Jel Sert Company,



Gary A. Wincek
Attorney

GAW:sdc

EXHIBIT E

October 22, 2011

Mr. Charles Bridgemon
SEIU, Local 1
111 East Wacker Drive
Suite 2500
Chicago, IL 60601

Re: Jel Sert Company and SEIU Local 1 Letter of Understanding

Dear Charles:

This letter written simultaneously with the execution of the 2011-2014 Collective Bargaining Agreement between the parties sets forth the following understandings reached during such negotiations.

1. With respect to employee ID cards there will be a three (3) month trial during which employees will be allowed to choose an arm band or waist ID. This issue will be revisited in a labor/management meeting prior to 2012 and during the trial there will be no discipline issued under the Company Progressive Discipline Policy pursuant to the Company ID policy for lost ID badges.
2. Parties adopt the Letter of Understanding regarding the Mechanics Evaluation System for 2012 with the addition of "and employees will be so notified prior to such testing" to the last paragraph, sentence 1.
3. The ABC system for all employees except mechanics shall be eliminated provided that all employees shall be grandfathered at current rates and prior to the first anniversary of the contract all employees employed as of the 9/17/11 expiration date shall receive one more evaluation opportunity to upgrade under the ABC progression. There shall be no wage reductions as a result of this additional one last evaluation.
4. Delete packer job title in Exhibit A and the parties agree to the following:

"The parties agree that the collapsing of the Packer and General Laborer Job Titles

Mr. Charles Bridgemon
October 8, 2008
Page 2

into one job title, General Laborer, is in no way intended to reduce the work force. The purpose of this collapsing of job titles is intended to reflect the long standing treatment of these two job titles as a single position. Job descriptions define an employee's responsibilities. Employees are expected to perform the essential functions of the job, provided, however, where an employee requests an accommodation to perform those essential functions, the Company will take reasonable measures to accommodate as required by law. Issues of safety shall continue to be addressed as raised either on the production floor or through Article XIV, Section 9, the Health and Safety Committee."

5. Add to Grade 5 a Blend Mixer job title at a \$11.75/hr. starting rate raising the hourly rate of those below that to \$11.75 and those in that position who are currently paid above \$11.75 to receive a .25/hr. equity adjustment.

On behalf of the Jel Sert Company,



Gary A. Wincek
Attorney

GAW:sdc