

AGREEMENT
BETWEEN
REFRESCO BEVERAGES US INC.
AND
UNITED ELECTRICAL, RADIO & MACHINE
WORKERS OF AMERICA, LOCAL 115

July 1, 2023 – June 30, 2026

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ARTICLE 1

AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2023, by and between Refresco Beverages US Inc. (the “Company”) and United Electrical, Radio & Machine Workers of America, Local 115 (the “Union”) with respect to Refresco’s Wharton, New Jersey location.

It is the general purpose of this Agreement to promote the mutual interests of the Company and its employees.

ARTICLE 2

COPIES OF AGREEMENT

The Company will translate and print copies of this Agreement and the cost will be split between the Company and the Union. The Company will print the contract for all Management staff and the Union and Company will share the cost of printing the contract to bargaining unit members. Once the contract has been translated the Union will review it before it is printed. A copy of the Agreement will be provided to each employee upon commencement of employment.

ARTICLE 3

PERSONNEL FILE INSPECTION

An employee shall be permitted to review their personnel file. Any employee desiring to review their official personnel file (maintained in the Human Resources office) shall first make an appointment with their Human Resources Business Partner which appointment shall be granted within a reasonable time. An employee’s review of their personnel file shall take place in the presence of a person designated by the Company. It is not the intent of the parties to interfere with normal business operations by requesting or permitting an unreasonable number of employees to review their personnel files simultaneously or in blocks. Employees may not remove any documents from their personnel file.

ARTICLE 4

DEFINITIONS

Section 1. Bargaining Unit Employees.

Unless indicated otherwise, “employees” or “bargaining unit employees” in this Agreement shall refer to employees employed in the bargaining unit represented by the Union. “Employees generally,” in contrast, shall refer to bargaining unit employees and non-bargaining unit employees.

Section 2. Pronouns.

“Employees” in this Agreement shall be interpreted to designate all genders, and whenever the female or male pronoun is used alone, it shall be interpreted to include all genders.

Section 3. Base Rate.

“Base rate” or “base hourly rate” in this Agreement shall mean the hourly pay rate assigned to an employee’s position without overtime or premium pay.

Section 4. Regular Rate.

Except when determining overtime compensation pursuant to the Fair Labor Standards Act as specified in Article 27 “regular rate” in this Agreement shall mean the employee’s base rate plus any applicable premium pay such as shift differential.

Section 5. Business Days.

“Business days” as used in this Agreement shall not include Saturdays, Sundays or days recognized as holidays in this Agreement.

Section 6. Days or Calendar Days.

“Days” or “calendar days” shall include Saturdays, Sundays, and days recognized as holidays in this Agreement.

Section 7. Full-Time Employees.

Full-time employees are regular employees who regularly work a minimum of thirty (30) hours a week and who have completed their probationary period. For purposes of the provision of health insurance benefits, full-time status may be defined differently consistent with the applicable federal law.

Section 8. Part-Time Employees.

Part-time employees are regular employees who regularly work fewer than thirty (30) hours a week and who have completed their probationary period.

ARTICLE 5

RECOGNITION

Section 1.

The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees in the bargaining unit, as hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, wages, benefits, hours and conditions of employment for all full-time and regular part-time hourly employees covered under section 2.

Section 2.

Pursuant to the National Labor Relations Board certification in Case No. 22-RC-276628, the bargaining unit shall consist of all regular full-time and regular part-time Aseptic Techs, Batching Techs, Blending Techs, Ingredients Techs, Maintenance Techs, Quality Techs, Sanitation Techs, Forklift Operators, Forklift Operators II, Machine Operators, Machine Operators II, III and IV, Mechanics, Mechanics II, III and IV, Batching Leads, Machine Operator Leads, Maintenance Leads, Production Shift Leads, Quality Leads, Sanitation Tech Leads, and Warehouse Leads employed by the Company at its facility located at 92 N Main St, Wharton, NJ 07885 hereinafter referred to as the “Facility,” and shall exclude all other employees, including office clerical employees, professional employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act (“Act”). Temporary and third party agency employees, seasonal employees, and interns utilized to perform bargaining unit duties and/or to work in bargaining unit positions also are not covered by this Agreement.

Section 3.

Non-bargaining unit employees may on an as needed basis perform bargaining unit work as long as it does not constitute their primary duty. Notwithstanding this Section 3, while the parties recognize that the Company utilizes non-bargaining unit employees to perform bargaining unit work as it deems appropriate, including temporary employees, the Company’s intent in doing so is not to permanently replace bargaining unit employees with non-bargaining unit employees.

ARTICLE 6

UNION SECURITY AND DUES CHECKOFF

Section 1.

It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective date or the execution date of this Agreement, whichever is later, shall remain members in good standing and those who are not members on such date shall, on the thirty-first (31st) day following the effective or execution date of this Agreement, or upon completion of their probationary period in accordance with Article 12, whichever is later, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date or date of execution, whichever is later, shall, upon completion of their probationary period in accordance with Article 12, become and thereafter remain members in good standing of the Union.

Section 2.

The Company will deduct Union dues or service fees from the paycheck of employees who have voluntarily signed and provided to the Company proper legal authorization for such deductions and who are covered by this Agreement. Such amounts shall be remitted to the Financial Secretary-Treasurer of UE Local 115 on a monthly basis. The Union shall provide the Company with written instructions as to the manner and method in which such dues, fees or

assessments shall be remitted. The Union shall provide the Company with thirty (30) days advance written notice of a change in the manner and method of such payments being remitted to the Union.

Section 3.

The Union shall indemnify and save 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 purpose of complying with any of the foregoing provisions in this Article.

ARTICLE 7

UNION ACCESS

Non-employee Union representatives must provide the Company with twenty four (24) hours' notice prior to entering the Facility. Provided such notice is given, the Company will not unreasonably deny access to the Facility. Union representatives who visit the Facility must abide by all rules and regulations required of other visitors to the Facility and may not interfere with or cause a disruption or interruption of the Company's operations or the employees' performance of their job responsibilities.

ARTICLE 8

UNION SHOP STEWARDS

Section 1.

The Union shall elect and maintain a shop steward council composed of up to four (4) Shop Stewards per shift (and three (3) alternates who will act only in the absence of a Shop Steward), who shall be bargaining unit employees to represent the Union. The Union shall notify the Company in writing of its duly authorized Shop Stewards and shall notify the Company in writing of any changes to Shop Stewards. The Company will not be obligated to deal with any Union Shop Steward except those so designated by the Union.

Section 2. Strike Action.

Stewards and alternates have no authority to take action which is prohibited by Article 26 of this Agreement.

Section 3. Grievance Handling.

Union Shop Stewards shall be permitted reasonable time to investigate, present and process grievances on the Company's premises during unpaid non-working time. The presenting of grievances to Plant Management on the Company's premises can be done on working time as long as the Shop Steward gives notification to their Supervisor and the Supervisor grants permission to do so, which shall not be unreasonably denied.

Section 4. Meetings.

Unless otherwise mutually agreed to by the parties, one Union Shop Steward and one UE Local 115 Executive Board Member shall be allowed unpaid time off to attend Grievance Committee Meetings or arbitrations off the Company's property. Should the Union ask that an additional Executive Board Member be granted unpaid time off to attend an arbitration, it should make such a request to the Plant Manager, or his designee, who shall not unreasonably deny the request.

Section 5. No Interference With Work.

A Union Shop Steward or Executive Board Member will not neglect his work or interfere with the Company's operations or the performance of work by employees. Unless otherwise agreed to in this Article a Union Shop Steward or Executive Board Member shall not conduct Union business on paid working time. In no case does a Union Shop Steward, Executive Board Member or any employee have the right to stop work or stop the work of other employees to take up a grievance or other Union matters unless specific permission has been given by the Plant Manager or his properly designated representative, which shall not be unreasonably denied.

Section 6. Investigatory and Grievance Meetings.

A Union Shop Steward shall, if requested by the employee involved, be entitled to attend investigatory meetings. Time spent by a Union Shop Steward attending an investigatory meeting conducted by the Company with the approval of the Union Shop Steward's supervisor or attending a Grievance meeting with the Company will be considered paid working time.

Section 7. Bulletin Boards.

The Company will provide a bulletin board for the Union's use where employee notices are posted at the Wharton, New Jersey facility for the purpose of communicating information regarding official Union business, Union meetings, and other legitimate Union business related to the administration of this Agreement. Posted materials shall not be inflammatory, misleading, contain deliberate misstatements, or disparage the Company or its parents, affiliates, managers, employees, representatives or agents. The Company reserves the right to remove any materials from this bulletin board that violate this Section with prompt notice to the Union.

ARTICLE 9

NON-DISCRIMINATION

There shall be no discrimination or harassment by either the Company or the Union against any employee because of race, religion, national origin, sex, pregnancy, breastfeeding, sexual orientation, gender identity or expression, disability, familial status, relationship status (including marital, domestic partnership, or civil union status), immigration status and military service or any other protected classification under Federal, State or Local law.

There shall be no discrimination, harassment, interference, restraint, or coercion by the Employer or any of its agents or by the Union or any of its agents because of any employees'

membership or non-membership in the Union, or because of any employee who is acting in any official capacity for the Union.

Employees may use the restroom that most closely corresponds with their gender identity or gender expression. If an employee has a question or concern with restroom usage, they should raise that with their HR representative.

ARTICLE 10

NURSING MOTHERS

A nursing mother may use reasonable break time or mealtime each day to express breast milk for the nursing child for up to one (1) year following the birth of the child. The Company will provide a place, other than a restroom, that is shielded from and free from intrusion from co-workers and the public to express breast milk in privacy.

The employee must provide Human Resources with advance notice of the intent to express breast milk in the workplace, preferably before returning to work following childbirth, to allowing the Company to establish a location and to schedule leave time.

ARTICLE 11

DOMESTIC VIOLENCE LEAVE (SAFE ACT)

In accordance with the New Jersey Security and Financial Empowerment Act (SAFE Act), Refresco offers eligible employees unpaid SAFE Act leave, for a qualifying reason, with a guarantee of restoration to the same or an equivalent position on return from leave. Employees must comply with the terms and conditions set forth in this Article.

To be eligible, employees must have worked for Refresco for at least 12 months and for at least 1,000 base hours in the 12-month period immediately preceding the leave. Eligible employees must take leave within one year of the qualifying event.

Eligible employees who are victims of domestic or sexual violence or who have family members who are victims may take up to 20 days of unpaid leave to:

- Seek medical attention for or recover from physical or psychological injuries.
- Obtain services from a victim services organization.
- Obtain psychological or other counseling.
- Seek legal assistance or remedies.
- To attend, participate in, or prepare for a criminal or civil court proceeding relating to domestic abuse or sexual violence.

- To participate in safety planning, including but not limited to temporary or permanent relocation.

For purposes of this Article, a family member includes a child, parent, parent-in-law, sibling, grandparent, grandchild, spouse, domestic partner, civil union partner, or an individual related to the employee by blood or whose relationship to the employee is the equivalent of a family relationship.

Refresco may require employees requesting SAFE Act leave to provide certification that they or their family members are victims of domestic or sexual violence. Unless an emergency or other unforeseen circumstance precludes prior notice, employees must provide Refresco with written notice of the need to take SAFE Act leave as far in advance as is reasonable and practicable.

The employee may choose to use any accrued paid time off for an absence under this Article. Employees who are taking leave under this Article may also be eligible for New Jersey Family Leave Insurance benefits from the State of New Jersey.

SAFE Act leave does not conflict with any rights under the federal Family and Medical Leave Act, the New Jersey Family Leave Act, or the New Jersey Temporary Disability Benefits Law. In instances where SAFE Act leave is taken for reasons covered by the federal Family and Medical Leave Act or the New Jersey Family Leave Act, such leave counts simultaneously against the employee's entitlement under each law.

ARTICLE 12

PROBATIONARY PERIOD

Section 1.

There shall be a ninety (90) day probationary period for all new employees, which the Company may extend at its discretion for an additional ninety (90) days, during which time the employee may be terminated in the Company's sole discretion without recourse to the grievance and arbitration provisions (Article 17) of this Agreement. The Company will provide written notification of its extension of an employee's probationary period to the Union.

Section 2.

Upon successful completion of the probationary period, an employee's seniority shall begin to accrue retroactive to their hire date with the Company.

ARTICLE 13

EDUCATION REIMBURSEMENT

Employees shall be compensated for any time spent in Company-required trainings.

Upon the completion of one (1) year of service with the Company, an employee who wishes to take an external education or training course that they believe would aid them in the

completion of their job responsibilities may seek reimbursement for the cost of the course from the Company. Such a request shall be made prior to the employee registering for the course. It is the Company's sole discretion whether to approve such a request and whether to provide full or partial reimbursement.

Upon the completion of one (1) year of service, employees shall be eligible to request reimbursement for the attendance at a Company approved English language course. Prior to enrolling in the course, employees must provide the Company with information regarding the course and the Company must approve the course should the employee wish to receive reimbursement. If approved, the Company shall reimburse employees upon the employee providing the Company with satisfactory proof of the successful completion of the course. The course shall be completed during non-work time and employees shall not be paid for any time spent related to the completion of the English language course. Unless otherwise agreed to by the Company, employees are eligible for reimbursement for the completion of one (1) English language course during their employment.

Notwithstanding the above, the Company may provide English language courses and all employees shall be eligible to apply to attend.

ARTICLE 14

SENIORITY

Section 1. Definition.

Seniority for the purpose of this Agreement shall be the length of continuous service with the Company, at the Facility covered by this Agreement, since the employee's last date of hire. In the event that two (2) or more employees are hired on the same calendar day, their relative seniority shall be determined by the last four (4) numbers of their social security numbers, with the employee with the lowest of the last four (4) numbers being the more senior.

Section 2. Accumulation of Seniority.

Employees shall accumulate seniority when absent on a Company approved leave (i.e. leaves protected under federal, state or local law) of absence for up to a maximum of one (1) year.

Section 3. Loss of Seniority.

An employee's seniority will be considered broken, and the employee's employment will be terminated, for the following reasons:

- (a) If the employee is discharged for just cause, resigns, or retires;
- (b) If the employee has been laid off and not recalled for a period exceeding twenty-four (24) consecutive months after separation of employment or the employee's length of service, whichever is shorter, at which point an employee's recall rights shall terminate.

- (c) If the employee fails to report to work within three (3) work days after being notified by the Company by certified letter to return to work of a recall from layoff. It shall be the responsibility of the employee to keep the Company advised of their current address;
- (d) If the employee is absent for three (3) business days without notifying the Company;
- (e) If the employee is on leave of absence for a period exceeding twelve (12) months, unless the Company grants a longer leave of absence as an accommodation pursuant to applicable law; or
- (f) If the employee seeks or is engaged in other employment or enters into any business or income generating activities while on a leave of absence.

Section 4. Application of Seniority

(a) Although the Company shall endeavor to avoid reductions in force or layoffs, when necessary, such reductions in force or layoffs shall be implemented by job classification and in accordance with the provisions of this Article. Notwithstanding the above, prior to the permanent layoff of any bargaining unit member, non-bargaining unit Temporary Employees, and next Probationary Employees, shall be released first, provided the bargaining unit employees have the ability and qualifications to perform the remaining work as set forth in the applicable job description for the affected job classification. Prior to the implementation of a layoff of bargaining unit employees, the Employer shall first seek volunteers from among the bargaining unit employees in the affected jobs classifications to be laid off. The Employer, in its discretion, may also ask for volunteers to work part time in the affected job classifications. If there is a greater number of volunteers to work part-time than is needed, the Employer shall award the positions to the most senior volunteer employees. Copies of any letter to employees regarding layoffs or reductions in force shall be provided to the Union Chief Steward, or his or her designee.

(b) In cases where an employee has twenty-four (24) months of continuous service seniority shall control for purposes of layoff or reductions in force. In all other cases, when implementing a layoff or reduction in force, the Company shall consider the following factors for employees with less than twenty-four (24) months of continuous service: (i) the qualifications, skills and ability of an employee to perform the work based on the applicable job description for the affected job classification and (ii) the seniority of the employees. Where factor (i) is relatively equal, then plant-wide seniority shall govern.

(c) Employees who are laid off or reduced pursuant to (b) of this Section 3 may elect to move into any open position for which they are qualified; if more than one (1) such employee seeks and is qualified for the same open position, seniority shall govern.

(d) If there is no opening to which a laid off or reduced employee may move pursuant to (c) of this Section 3, where a layoff or reduction is expected to last for ten (10) days or longer, the laid off or reduced employee may bump the least senior employee in another classification so

long as the employee is qualified to perform the duties of the classification. An employee so bumped may use the same bumping process.

(e) Except in cases of unforeseen exigent circumstances, employees to be laid off shall receive written notice, with a copy to the Union, at least seven (7) working days prior to the effective date the layoff.

(f) Recalls shall be made in reverse order of layoff; provided, however, an employee must provide the Company with any changes to the contact information listed in his personnel file to be recalled.

(g) The Company agrees should it become necessary to reduce the hours of work due to lack of work, the Company may participate in the New Jersey State Work Sharing Program so long as the reductions in working hours meets the eligibility of the requirements of the New Jersey State program.

(h) Should the Company decide based on the needs of the business to release certain employees due to a lack of work before the end of their shift on a given day, the Company shall first ask for volunteers for early release before directing employees to leave work early for the day. The Company will endeavor to honor such voluntary requests to leave if the needs of the business allow.

Section 5. Provision of Seniority List.

The Company will provide the Union with an up to date bargaining unit seniority list once per quarter. If the Union does not object to the accuracy of the seniority list within fifteen (15) calendar days of receiving it, the seniority list will be considered accurate and will not be subject to challenge.

ARTICLE 15

HOURS OF WORK/CONTINUOUS OPERATIONS

Section 1. Workweek and Schedules.

In the case of each full-time employee, the standard work week shall be forty (40) hours per week unless otherwise specified. For employees who work eight (8) hour shifts, the Employer will make every reasonable effort to assign at least forty (40) hours of work per week. However, in no event shall this be construed as a guarantee of hours per day or week. Further, upon notice to the Union, and in accordance with the provisions below where applicable, the Company may schedule shorter or longer workweeks.

The following shift times will serve as guidelines for shift hours:

First Shift:	6:00 a.m. through 2:30 p.m.
Second Shift:	2:00 p.m. through 10:30 p.m.
Third Shift:	10:00 p.m. through 6:30 a.m.

Unless otherwise agreed to by the parties, the Company shall ensure that all employees shall receive at least one weekend (Saturday and Sunday) off every four (4) weeks.

Section 2. Continuous Operations

(a) In advance of January 15th and July 15 of each calendar year, the Company shall announce to the Union the work shifts for the period of time of March 1st through August 31st and September 1st through February 28th (or 29th) respectively. Such changes shall take place the first full workweek in March or September respectively. Such shifts shall run on either an eight (8) hour or twelve (12) hour basis, exclusive of meal periods. Except as otherwise set forth in this Agreement, the base schedule shall be eight (8) hours unless production demand for a particular line is expected to require an average of more than 144 hours per week to satisfy based on the Company's projections, at which point the shifts for that line, and adjacent departments as necessary, shall be twelve (12) hours. This shall not apply to boiler operators, whose hours of work shall be based on needs of the business. Subsequent to the Company's announcement of the length of work shifts for the upcoming six months, employees shall have the opportunity to apply to the available shift using the job posting procedure in Article 19 of this agreement. If the Company does not have enough employees for a line moving to a 12-hour shift, it will fill the remainder of the twelve (12) hour shifts positions based on those who are qualified for the position based on reverse seniority order. It is not the Company's intent to unduly change the work schedules of employees and only those departments, shifts, and/or job classifications requiring schedule adjustments based on the business need will be affected.

(b) In the event that a change to the work shifts established in Section (b) above become necessary at any point in time based on needs of the business, the Company will provide the Union with at least fourteen (14) days' notice of any shift changes and, upon request, meet and bargain the effects on employees. Such discussions shall not preclude the Company from implementing the shift change upon the conclusion of the fourteen (14) day period.

(c) The Company shall have the right to install continuous operations in the plant or portion thereof. The following language in this section will serve as guidelines for continuous operations.

Crews — There will be four crews: two (2) daytime crews and two (2) nighttime crews. The two daytime crews (crew A and B) will normally work from 6:00 AM until 6:00 PM. The two nighttime crews (crews C and D) will normally work from 6:00 PM until 6:00 AM.

Schedule —The schedule will be a seven (7) day work schedule, with two (2) days on, two (2) days off, three (3) days on; which completes a cycle and begins again every two weeks (14 days). This continuous operation schedule results in alternating pay weeks of thirty-six (36) hours and forty-eight (48) hours.

Week 1 (sample work schedule)

	SUN	MON	TUES	WED	THU	FRI	SATS
6:00 AM – 6:30 PM	A	B	B	A	A	B	B
6:00 PM – 6:30 AM	C	D	D	C	C	D	D

Week 2 (sample work schedule)

	SUN	MON	TUES	WED	THU	FRI	SAT
6:00 AM – 6:30 PM	B	A	A	B	B	A	A
6:00 PM – 6:30 AM	D	C	C	D	D	C	C

(c) **Training and Curriculum Development** - The parties agree that the training and education of the workforce in the implementation and sustainability of a continuous operation schedule are necessary components to a safe, efficient, and productive facility. In line with this mutual objective, the Company agrees to offer training to employees to provide sufficient coverage for continuous operation crews.

(d) In accordance with Article 21, a standing topic of discussion for such meetings shall include continuous operations.

(e) In connection with any decision to increase the number of twelve (12) hour work shifts, Refresco shall have the ability to explore the possibility of hiring a weekend crew to work a twelve (12) hour work shift Friday through Sunday. Should the Company wish to establish a weekend crew to perform such work, it shall first schedule a labor-management meeting with the Union to discuss the parameters of the work for such a weekend crew.

(f) Employees scheduled to work twelve (12) hours shifts shall be paid for a minimum of forty (40) hours of work in those weeks that they are only scheduled to work thirty-six (36) hours (3), twelve (12) hours shifts).

(g) Employees on twelve (12) hour shifts shall have their holiday pay, sick leave and vacation paid out based on a twelve (12) hour work day.

Section 3. Reporting to Work

(a) Employees shall report ready for work at their work station for the day and quit work at their work station for the day at the time designated by the Company, unless otherwise expressly directed by the Company. Employees must accurately record their start and end times each day by using the Company’s designated timekeeping system. An employee who

inadvertently forgets to record a start or end time must promptly alert their supervisor and complete any documentation requested by the Company.

(b) Changing time before and after an employee's shift shall not be considered time worked.

(c) In the event an employee works seven (7) consecutive days, the Company shall grant a scheduled day off within the next five (5) days with Company approval. The Company will not be unreasonable in granting approval. The scheduled day off will typically not be a Monday or Friday if any other employees on the same shift in the same department are scheduled off on the Monday or Friday.

Section 4. Breaks.

Unless directed by the Company otherwise, employees shall have one (1) thirty (30) minute unpaid meal period, at a time determined by the Company, in any workday in which the employee is scheduled to work eight (8) or more hours. Meal periods shall not be counted as hours worked. Employees who are scheduled to work a twelve (12) hour shift shall receive an additional thirty (30) minute unpaid meal break. Employees may not take a shorter meal break or work through or during this meal period unless directed by the Company or the employee first obtains approval from the employee's supervisor. Employees must record their meal periods each day by using the Company's designated time and attendance system. An employee who inadvertently forgets to record the start or end time of a meal period must promptly alert their supervisor and week complete the applicable Company form.

Employees may take a paid rest period of up to fifteen (15) minutes for each four (4) hours of a shift lasting eight (8) or more hours. Employees who are scheduled to work a twelve (12) hour shift shall receive an additional fifteen (15) minute paid rest break. Employees may not take rest periods without approval from the employee's supervisor. Rest periods may not be combined with meal periods.

Section 5. Overtime.

(a) Subject to the Company's rules regarding rounding, which the Company may change as it deems appropriate, employees who work more than forty (40) hours in the workweek established by the Company will be paid at the rate of one and one-half times (1.5) their regular rate of pay, as defined by applicable law. In addition, employees working on a 12-hour crew will receive double time pay for all hours worked on a seventh (7th) consecutive workday. Employees must work overtime if required by the Company. When reasonably practicable, the Company shall provide advance notice if overtime work is required. Employees may not work overtime unless so required or unless the employee first obtains approval from the employee's supervisor.

Section 6. Overtime Scheduling.

- (a) Overtime will be assigned within the affected job classification within the department (as departments are defined and from time to time may be changed by the Company).
- (b) For overtime scheduled on a day outside of the employee's normal schedule (an "off day"), the Company will normally maintain sign-up sheets for employees to volunteer to work overtime and will select from among the volunteers, starting with the most senior employee in the job classification. If there are insufficient volunteers, the Company will take steps to rotate overtime, starting with the least senior employee in the job classification.
- (c) Same day overtime will be assigned to employees who are already at work using the process set forth in (b) above.
- (d) If an employee is not scheduled or assigned to work overtime in violation of the procedures set forth in this Section 5, the employee will, as his exclusive remedy, be offered the next overtime hours which are available in accordance with this Section 4.

ARTICLE 16

ATTENDANCE

The Company's ability to run efficiently and serve our customers in a timely manner is of the utmost importance. Employees must be present and ready to begin work at the normal starting time and remain at work for all scheduled hours.

Section 1. Absences

The following absences are considered "excused" and will not result in any attendance points:

- Pre-approved Vacation
- Paid Floating Holiday with 24 hours' prior notice and supervisor approval. (A Floating Holiday with less than 24 hours' notice or without supervisor approval will result in attendance points.)
- Paid Personal Time Off with 24 hours' prior notice and supervisor approval. (Paid Personal Time Off with less than 24 hours' notice or without supervisor approval will result in attendance points.)
- In the event an employee has used up all of their leave under the New Jersey Earned Sick Leave Law, up to five (5) consecutive days, once per calendar year, for absences caused by a positive COVID-19 diagnosis, including any required quarantine. Employees must submit valid documentation from a licensed medical

provider or testing facility attesting that the employee has tested positive for COVID-19 in order for these days to be considered excused.

- Bereavement Leave.
- Family and Medical Leave covered by the Family and Medical Leave Act and/or parallel state or local law.
- Approved medical and personal leaves of absence in accordance with Article 20
- Jury Duty/Witness Leave.
- Crime Victim Leave.
- Military Leave.
- Short-Term Disability.
- Long-Term Disability
- Workers' Compensation.
- Time off as a reasonable accommodation under the Americans with Disabilities Act and/or parallel state or local law.
- Union leave in accordance with Article 20;
- Other leaves and time off protected by local, state or federal law, including but not limited to leave taken pursuant to the New Jersey Earned Sick Leave Law.
- Other exceptions that may be approved by management.

All other absences are considered "unexcused."

Employees will accrue one attendance point for each unexcused absence. Unless otherwise prohibited under federal, state or local law, if an employee misses up to five consecutive workdays and provides a doctor's note, the employee will only accrue 1 attendance point for the time missed. Without a doctor's note covering each day missed, each day off will result in a separate point.

All employees have a duty to notify their supervisors of absences, even if the absence will be unexcused. Failure to follow proper call-out procedures will not be tolerated and will typically result in immediate disciplinary action in accordance with Article 18.

Section 2. Tardiness

Tardiness is defined as reporting to work (i.e., clocking in) later than the employee's scheduled start time.

Unless otherwise set forth in this Article, employees will accrue attendance points for tardiness as follows:

Severity of Tardiness	Points
8 to 119 minutes late from scheduled start time	0.5
2 hours late or more from scheduled start time	1.0

While an employee will not receive an attendance point if they report to work in a timely fashion in accordance with the above chart, employees nonetheless remain subject to coaching followed by the just cause progressive disciplinary steps set forth in Article 18, which shall normally commence with a verbal warning, in the event they repeatedly fail to report ready to work by their scheduled start time.

Section 3. Leaving Early

Leaving early is defined as leaving before the completion of the employee’s scheduled shift.

Unless otherwise set forth in this Article, employees will accrue attendance points for leaving early as follows:

Severity of Early Leave	Points
Works more than half the day but leaves at least 15 minutes early	0.5
Works less than half their scheduled shift and an unexcused absence	1.0

There is a up to a three minute grace period for clocking back in after meal periods, during which no attendance points will be assessed.

Section 4. Disciplinary Steps for Attendance Occurrences

Employees who are still within their Probationary Period are held to stricter standards and management has discretion in determining what level of discipline, up to and including termination, is appropriate for any attendance occurrence. Employees who are no longer within their Probationary Period will be disciplined for attendance violations pursuant to Refresco’s Corrective Counseling Process. Attendance points will automatically drop off on a rolling twelve-month period. An employee will be moved up one “Step” in the Corrective Counseling Process for each of the following:

- Six attendance points in a rolling twelve-month period.
- Seven attendance points in a rolling twelve-month period.
- Eight or more attendance points in a rolling twelve-month period.

- Any No Call / No Show. A No Call/No Show is when an employee does not report to work and does not call the Company's attendance call out line to report the absence. An employee who is No Call/No Show for a scheduled work shift will automatically be taken to the next step of the disciplinary process, regardless of the number of points the employee has accumulated.

Attendance discipline will be on a separate progression track from other forms of discipline.

Section 5. Reporting Absences (Hourly & Hourly Support Employees)

If an employee is going to be absent or late to work, the employee must directly contact the Company's attendance call out line at least one hour before the start of their shift, unless the employee is on an approved leave of absence. The employee should provide an explanation for the absence and their expected return date.

Failure to notify your supervisor (or some other member of management if your supervisor is not available) will result in that day being counted as a No Call/No Show.

If an employee is absent for three consecutive workdays without giving notice to their supervisor, the employee will be considered to have voluntarily quit and will be taken off the payroll.

Section 6. Attendance Points Report

Once per quarter, the Employer will provide employees with a report of their accumulated attendance points including the date(s) and reason(s) for the assessment of points. To the extent the Employer makes this information available for employees to access electronically on their own during the life of the contract, the Employer shall no longer be required to provide the quarterly report to employees.

ARTICLE 17

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose of Grievance Procedure.

The grievance procedure as set forth herein shall serve as a means for the peaceful resolution of all disputes arising between the parties concerning the interpretation or application of this Agreement.

A grievance shall be defined as a claim arising after the effective date of the Agreement, or, prior collective bargaining agreements if applicable and timely, by an employee alleging that the Company has violated a specific provision of this Agreement. Probationary employees may not utilize or be the subject of the grievance procedure.

The Union shall inform the Company in writing of the members of its grievance committee. The Union grievance committee shall consist of three (3) members, including the Chief Steward.

It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. To that end, employees are encouraged to first discuss (i) any work-related concern or issue or (ii) any claim that this Agreement has been violated with the employee's supervisor prior to filing a written grievance relating to same.

Section 2. Steps of Grievance Procedure.

A grievance shall be processed in accordance with the following procedure:

Step One. All grievances not resolved after the employee has discussed same with his supervisor, if applicable, shall be presented in writing to the HR Business Partner or HR Generalist of the Facility within five (5) business days of the occurrence of the event giving rise to the grievance. Grievances regarding pay are understood to arise on the first pay day for the event in question, or, when the employee has reasonable knowledge of the incident which gave rise to the grievance, whichever is later. If the grievant desires, his designated steward may accompany him when presenting a grievance at Step One. The written grievance must be signed and dated by the Shop Steward, on behalf of the aggrieved employee, and must, if the employee has the information, specifically state: (a) the nature of the grievance, including any available witnesses; (b) the section(s) of this Agreement that allegedly have been violated; (c) the remedy sought. The HR Business Partner or HR Generalist will arrange for a discussion between themselves, the employee and/or the steward to be held within five (5) working days after receiving the written grievance. The Company shall respond in writing to the grievance within five (5) business days of the Step One meeting. Should the Company fail to respond in this five (5) working day time period, the grievance shall be considered denied. Except in cases where employee(s) allege to have been subjected to the same alleged violation of the Agreement, no class grievances on behalf of all or more than one bargaining unit employee may be filed. However, the ability to file such class grievances shall not impact the times for filing a grievance in accordance with this Article. The parties may, as they mutually agree, meet to discuss the grievance at Step Two.

Step Two. If the grievance is not resolved at Step One, the Union may advance the grievance to Step Two within five (5) working days of the conclusion of Step One. Step Two grievances shall be presented in writing to the Manager of the Facility, or his designee, and the Company's and Union's representatives will thereafter meet to discuss and earnestly endeavor to resolve same within seven (7) working days of the presentation of the Step Two grievance.

The Manager of the Facility or his designee will provide the Company's response in writing within five (5) working days of the Step Two meeting. Failure to provide such response in the time specified shall be considered a denial of the grievance; in such event, the Union shall retain the right to advance the grievance to Step Three in accordance with the below.

Step Three. If the grievance is not resolved at Step Two, the Union may advance the grievance to Step Three within five (5) working days of the conclusion of Step Two.

Notwithstanding the above, the Union may commence grievances involving suspensions of more than five (5) working days or discharge directly at Step Three. Step Three grievances shall be presented in writing to the Company's Director of Labor Relations, or his designee, and the Company's and Union's representatives will thereafter meet, virtually or in person, to discuss and earnestly endeavor to resolve same within seven (7) working days of the presentation of the Step Three grievance.

The Director of Labor Relations or his designee will provide the Company's response in writing within five (5) working days of the Step Three meeting. If the Union wishes to have a representative of the National Union to be present at the Step Three meeting, it shall ask the Company in accordance with the procedures set forth in Article 7 Failure to provide such response in the time specified shall be considered a denial of the grievance; in such event, the Union shall retain the right to advance the grievance to arbitration in accordance with Section 3 below.

Section 3. Arbitration.

- (a) If the grievance is not settled through the procedures outlined in Steps One through Three above, and if the grievant and the Union have complied with the specific time limitations specified in Steps One through Three above, the Union may submit the grievance to final and binding arbitration within fifteen (15) days of the Company's Step Three response (or failure to respond) by providing written notice of same to the Manager of the Facility. The parties may mutually agree to extend the time for filing for final and binding arbitration.
- (b) Selection of Arbitrator. After a valid and timely request for arbitration has been made, the parties will promptly meet for the purpose of selecting an arbitrator to hear the case. In the event the parties are unable to agree upon the selection of an arbitrator after receipt by either party of a request to submit a case to arbitration, a request by either party may be made to the Federal Mediation and Conciliation Service to furnish a suggested list of names of seven (7) arbitrators from which list said parties shall select one (1) arbitrator. However, before any names are struck from the list, if either party feels such list is unsatisfactory, said party shall have the right to request no more than two (2) additional lists of arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the arbitrators list, both parties shall have ten (10) working days to accept the list or make a request for an additional list of arbitrators. Such selection shall be made by the parties alternately eliminating names from said lists. After each party has eliminated the names of three arbitrators from the list, the remaining one (1) shall be accepted by both parties as the arbitrator to hear and decide the case.
- (c) Authority of the Arbitrator. The arbitrator so selected shall have the power to make determinations of fact on the questions submitted to him and apply them to the provisions of this Agreement alleged to have been violated. The arbitrator may not go beyond the terms of this Agreement in rendering his decision. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties.

- (d) Limitations on Arbitration. No arbitrator shall have the jurisdiction or authority to add to, delete from, nullify, disregard, or modify any terms of this Agreement.
- (f) One Grievance Per Arbitration. Unless the parties mutually agree in writing, each grievance which is subject to arbitration shall be handled by a separate arbitrator in a separate hearing, except that grievances arising out of an identical set of facts or the same incident may be heard together upon the written agreement of the parties.
- (g) Fees and Expenses. Each party shall be responsible for one-half (1/2) of the expenses and fees associated with conducting an arbitration hearing under this Article, including any expenses incurred in connection with the location of the arbitration hearing and the transcript of the hearing. Any additional expenses incurred by either party (including the time and expenses of any witnesses and attorneys' fees, if any) shall be the sole responsibility of the party incurring such expense.

Section 4. Company Grievances.

The Company may utilize the provisions of this grievance procedure for any alleged violations of this Agreement by the Union. The Company may proceed by filing a written grievance with the Union within five (5) business days of the alleged violation. The Union shall respond in writing to the Company's grievance within five (5) business days. The Union's failure to respond within five (5) business days shall be considered a denial of the grievance. If the parties are unable to reach a satisfactory settlement of the grievance, the Company may refer the matter to arbitration pursuant to Section 3 above within fourteen (14) days of the Union's response to the Company's grievance (or failure to respond) by providing written notice to the Union of its intent to arbitrate.

Section 5. Limitations on Back Pay.

Should an arbitrator determine that an employee was discharged or disciplined without just cause and award back pay, the Company shall have the right to credit against such back pay award any earnings, compensation, or remuneration received by an employee from any source whatsoever during the period involved, including any unemployment compensation. Unless otherwise agreed to by the parties, in the event that the Union does not accept the first arbitration date offered by the Arbitrator, the back pay that may be awarded in connection with any grievance shall cease to accrue thirty (30) days after this first available date offered by the arbitrator. Back pay shall not cease to accrue in the event the Union accepts an earlier offered hearing than the Company.

Section 6. Time Limitations.

- (a) Any grievance not processed in accordance with the time limits or steps in this grievance procedure or any of the foregoing requirements shall be considered waived without regard to any excuse therefor, and no arbitration shall be had thereon. If an employee fails to raise a grievance within the five (5) day period referenced above in Step One, such grievance shall be deemed abandoned and not

entitled to consideration thereafter regardless of the reason for the failure. If the Company does not comply with the time limitations specified in this grievance procedure, the grievance shall be automatically elevated to the next step without any action necessary on the part of the grievant.

- (b) Unless otherwise mutually agreed to by the parties, an arbitrator shall have no jurisdiction to consider a time-barred grievance. Neither party shall be deemed to have waived a defense of timeliness by proceeding through the grievance process and/or failing to notify the other party prior to the arbitration hearing that the grievance was untimely.

Section 7. Modification to Time Limitations.

The time periods set forth in this Article may be shortened or extended only by a written agreement between the parties. Informal attempts to resolve the grievance shall not extend any time limitations specified in this grievance procedure, except by mutual written agreement between the parties.

ARTICLE 18

DISCIPLINE AND DISCHARGE

Section 1. Just Cause for Discipline and Discharge

The Company shall have the right to discharge or discipline any employee for just cause in accordance with the Grievance and Arbitration Procedure set forth in Article 17. The following offenses or conduct shall be considered just cause for termination of employment and may not be subject to progressive discipline. Consistent with principles of just cause, the Company shall have the burden of proof and will conduct a thorough and complete investigation prior to imposing discipline:

- theft;
- intentional damage to or destruction of Company property or equipment;
- engaging in misconduct that creates a safety, health or security hazard;
- intentional falsification of information in connection with any employment-related matter or pay; or
- violation of the Company's rules and/or policies concerning harassment, workplace violence, weapons in the workplace, or drugs and alcohol.

In the event of such offenses or misconduct, the arbitrator's sole role will be to determine whether the employee engaged in the behavior alleged, in which case the employee's termination shall be upheld.

Further, the listing of offenses or conduct described in this Article does not preclude or in any way restrict the Company from discharging employees for other serious offenses or conduct.

Section 2. Level and Use of Discipline.

While the Company shall, subject to just cause, determine the level of discipline, except in the case of a terminable offense, the Company will use a progressive disciplinary process. The Company normally will use a verbal warning, a written warning and a suspension prior to termination of employment. Subject to the provisions of Section 1 of this Article, the level of discipline chosen by the Company is subject to the grievance and arbitration provisions of Article 17.

Discipline shall remain in effect in accordance with the following:

Verbal Documented Counseling - six (6) months

Written Documented Counseling - six (6) months

Suspension of less than five (5) days -ten (10) months

Suspension of five (5) days or more - twelve (12) months

This limitation shall not apply to discipline for violations of the Company's rules and policies relating to harassment and employee violence; and (ii) only if the Union refers to the employee's overall performance or employment history during an arbitration hearing, the Company shall have the right to introduce discipline issued to the employee during the employee's entire term of employment.

Section 3. Time for Imposition of Discipline.

The Company will begin investigations promptly once being made aware of the incident. The Company will perform such investigations in a timely fashion, considering the totality of the circumstances. The Company will endeavor to impose discipline within seven (7) business days of completing its investigation of the behavior or misconduct leading to the discipline. If more than seven (7) business days are needed for the Company to impose discipline after completing its investigation, the Company will promptly inform the Union of the need for additional time and explain the reason(s) for the additional time. If during the course of the investigation the Company determines that the investigation may last more than thirty (30) calendar days, the Company will notify the Union of the reasons why the investigation will last more than thirty (30) calendar days.

Section 4. Investigatory Meetings

A Union Shop Steward shall, if requested by the employee involved, be entitled to attend investigatory meetings.

Section 5. Translation of Disciplinary Documents

The Company shall, upon request, provide a verbal translation of any disciplinary document that an employee is asked to sign in the employee's primary language, In cases of a suspension from work for more than five (5) business days or termination, the Company shall, upon request, make a good faith effort to have the letter informing the employee of the discipline translated into their primary language. However, in the event of any conflict, the language in the original, non-translated document, shall control.

ARTICLE 19

JOB POSTINGS

All job vacancies and/or new positions/classifications shall be posted for a period of seven (7) calendar days. Such openings shall state the department, job position/classification, shift and base hourly rate of pay applicable to the position. If an employee wishes to review the job qualifications and job description for an open position the Employer shall make it available.

Applicants shall be chosen on the basis of job qualifications, as determined by the Employer. In determining qualifications, the Employer shall consider whether the applicant works in the same Department as the open position. If the qualifications are determined by the Employer to be equal, the Employer shall explain to the Union the basis for the tie and the Union can provide input regarding the Employer's determination. In such cases of a tie, seniority will be the deciding factor.

Upon failure of an active employee to bid on a job opening, the Employer shall recall laid off employees before hiring a new employee in accordance with Article 14.

Employees will be given a period of at least sixty (60) working days in order to qualify for the posted job, and, if practicable and business needs allow, they shall have the opportunity to return to their previous job should they fail to qualify.

An employee who is temporarily transferred to a lower rated job shall retain their former pay rate for the period of the temporary transfer. An employee who is temporarily transferred to a higher rated job shall receive the pay of the higher rated job. If the temporary transfer lasts for more than thirty (30) consecutive days, the Company shall notify the Union.

ARTICLE 20

LEAVES OF ABSENCE

Section 1. Family and Medical Leave Absences

Where applicable, the Company shall grant leaves of absence in accordance with the federal Family and Medical Leave Act ("FMLA") and any applicable state and local family and medical leave laws, and Company's policies, which may be changed by the Company to ensure compliance with such federal, state or local law. The Company will notify the Union prior to making any such changes. FMLA leave is unpaid, and unless inconsistent with applicable law,

the Company requires you to use available paid time off during your FMLA leave, including vacation time, floating holidays, and personal time. Notwithstanding the above: (1) it shall be the option of the employee whether to use any leave they are entitled to under the New Jersey Earned Sick Leave Law during their FMLA Leave; (2) it shall be the choice of the employee as to whether to use accrued sick or vacation time in connection with any leave taken that is covered under the New Jersey Family Leave Insurance Law; and (3) employees shall be permitted to retain up to five (5) days of vacation that shall not be required to run concurrently with FMLA leave.

Section 2. Other Leaves of Absence

In addition to the leaves of absence described in Section 1, Employees with one year or more seniority shall be entitled to up to one year of unpaid medical leave for their own medical condition which shall run concurrently with any FMLA, State or local leave, if applicable. The Employer will provide all other leaves of absence required by law.

The Company may, in its discretion, grant unpaid leaves of absence not required by law, including personal leaves of absence.

Section 3. Requirements for Leave of Absence

(a) Employees may be required to provide appropriate certification and/or documentation in support of a request for leave of absence.

(b) Employees on a leave of absence must not seek or be engaged in any other employment or enter into any business endeavors or income generating activities during the leave in which they have not engaged in the past and which are inconsistent with the reason(s) for their leave. Any employee who is found after a thorough and complete investigation to have engaged in activity violative of this Section will be terminated from employment. Notwithstanding the above, the Company may, in its discretion, follow progressive discipline in such situations if it believes it is warranted based on the Company's investigation and the nature of the infraction.

(c) Unless otherwise required by law or set forth in this Agreement, employees on a leave of absence are not eligible to accrue paid leave, have their benefits continued, nor be paid for holidays occurring during their leave.

(d) Employees shall accumulate seniority when absent on a Company approved leave of absence for up to a maximum of one (1) year.

Section 4. Military Leave

The Company supports the military obligations of all employees and grants leave for uniformed service in accordance with applicable federal and state laws, as amended. Any employee who needs time off for uniformed service should immediately notify their supervisor and Human Resources, who will provide details regarding the leave.

Section 5. Union Leave

Any employee elected or appointed as an official of the Union or delegate to any labor activity, necessitating a leave of absence, shall be granted a leave of absence without pay so long as business needs allow and be guaranteed re-employment at the end of such period, with the same seniority as though continuously employed. Requests for such leave shall not be unreasonably withheld. Upon request, the Union shall provide the company with information regarding the need for the union leave.

Unless otherwise agreed to by the parties, no more than two (2) individuals may be out on a union leave of absence at any one point in time. The Union shall provide written notice of the need for such a leave at least ten (10) working days prior to the proposed start date of the leave.

Notwithstanding the above, and unless otherwise agreed to by the parties, once per calendar year the Union may have up to four (4) individuals concurrently on a union leave of absence for a period of up to five (5) working days for attendance at the Union's annual convention. In such cases, the Union shall provide written notice of the need for such a leave at least fifteen (15) working days prior to the proposed start date of the leave.

Union leave may be taken for up to a maximum of thirty (30) days per person in a rolling twelve (12) month period.

The leave provided for in this Section is separate from any leave that the parties may agree to in connection with negotiations for a successor agreement.

ARTICLE 21

LABOR MANAGEMENT RELATIONS

Section 1.

Unless otherwise mutually agreed to by the parties, two representatives of the Company will meet with two representatives of the Union once every calendar quarter at a mutually agreed upon date and time for the purpose of maintaining communication about issues affecting employees and insights and information on the Facility's operations. Unless otherwise mutually agreed to by the parties, the meetings shall not exceed one hour. The two Union representatives who attend a meeting will be paid at their applicable base hourly rate for the time spent in the meeting, but the time spent in the meeting shall not be considered hours worked for purposes of determining overtime compensation.

ARTICLE 22

TECHNOLOGICAL CHANGES

The Employer may implement and use new or different technology systems for operational purposes. The Employer may also establish reasonable performance standards

associated with such systems. When employees are trained on such technology introduced by the Employer, they will be paid at the full established hourly rate of pay.

When the Employer makes such technological changes, as it deems necessary, such as but not limited to the introduction of automated machinery that directly impacts bargaining unit work, the Employer will endeavor, when practicable, to provide the Union with thirty (30) working days' notice, and explain the nature and effect of such changes. If a technological change results in the creation of a new position, the parties will bargain over any wage rate which will be assigned to such position consistent with Article 27 of the Agreement.

ARTICLE 23

HEALTH & SAFETY

Section 1.

The Company will provide safety equipment as necessary to protect employees' health and safety, including but not limited to Personal Protective Equipment (PPE) when required by federal, state, or local ordinances. The Company shall ensure that first aid kits are readily accessible to employee work areas. The Company will comply with all federal, state, or local ordinances regarding indoor temperature related safety issues.

In furtherance of this policy, the Company will establish safety rules and policies governing the employees and the operations of the Facility. If any modifications are made to such rules and policies, a meeting with the Safety Committee shall be scheduled to explain the reason(s) for such changes and the safety ramifications, if any. The Company shall furnish employees with protective safety equipment that it deems appropriate to safeguard employees in carrying out their job responsibilities. Employees shall wear Company furnished protective equipment in designated areas and on designated jobs as specified by the Company. Machinery and equipment will be furnished with safety devices, guards, and other equipment necessary for the protection of the health and safety of each worker.

The Company will not require employees to perform work of hazardous or unsafe nature which would endanger their life or limb, or which violates any local, state or federal health and safety laws. Employees shall have the right to contact their Supervisor, Human Resources or Plant Manager or his or her designee if the employee feels he or she is being assigned unsafe work so that a discussion can take place to ensure the work is being performed in a safe manner. Employees will be assigned safe workload. If an employee observes an unsafe working condition, they should immediately inform their supervisor so that it can be investigated and, if warranted, discussed by the Safety Committee established in Section 4 of this Article.

Section 2.

The Union and the employees agree to abide by the rules and policies established in accordance with Section 1 of this Article.

Section 3.

It is mutually agreed and the Company insists that the Facility shall be maintained in a sanitary condition at all times. This rule shall apply to the general condition of the Facility including restrooms, lunchrooms, and drinking fountains.

Section 4.

A safety committee shall be formed with four (4) members designated by the Company and four (4) members designated by the Union. Such committee shall endeavor to meet with management at least once every month to promote the safe working conditions and practices of the Wharton plant as well as to discuss any workplace accidents that occurred as well as any safety conditions at the Wharton plant. If business needs do not allow for the scheduling of a meeting in a given month, the meeting shall be rescheduled, if necessary. A member of the Union safety committee will be notified of any workplace accidents.

Section 5.

In the event of a global pandemic (i.e. COVID-19), the Company shall comply with all federal Centers for Disease Control and Prevention, Occupational Safety & Health Administration and other federal, state or local workplace guidelines and recommendations to help reduce the spread of such disease whenever such guidelines and recommendations are in effect. Enforcement of compliance with the aforementioned CDC and OSHA workplace guidelines shall be the sole responsibility of management. In the event that the CDC declares a renewed COVID-19 pandemic, or any other pandemic, the Employer agrees to meet with the Union to discuss any additional health and safety protocol requests pertaining to said pandemic. In any such meetings and in response to any such requests, the Employer is under no obligation to agree to modify this Agreement.

Section 6.

If ordered by the Company, the Company shall pay the cost of any physical examinations, medical tests, or vaccinations required as a condition of employment, continued or otherwise.

Section 7.

Consistent with its obligations under federal, state and local law to engage in an interactive process with disabled employees, the Company will endeavor, when available and based on needs of the business as determined by the Company, to consider employees for light duty work assignments.

ARTICLE 24

MANAGEMENT RIGHTS

Section 1.

Except as limited elsewhere in this Agreement, the Company reserves and retains management rights exercised by the Company prior to the effective date of this Agreement, which include for illustrative purposes, but are not limited to, the following:

- control over all matters concerning the operation, management and administration of the Company's business;
- to plan, direct, control, increase, decrease, or diminish operations in whole or in part;
- to determine the locations of its facilities or operations;
- to determine the services to be rendered;
- to discontinue or introduce new or improved methods, techniques, processes, technology or equipment;
- to suspend, discipline or discharge employees for just cause, consistent with Article 18;
- to layoff or reduce the hours of employees based on business needs;
- to separate probationary employees during their probationary period consistent with Article 12;
- to determine and/or change work hours, work schedules, starting and quitting times, shifts, the length of the workday, and/or the work week for employees, consistent with Article 15. Consistent with Article 15, if the Company makes a change to work hours, work schedules, starting and quitting times, shifts, the length of the workday, and/or the work week for employees, it will meet with the Union, upon request, to discuss the effects of such changes and shall bargain over the effects of such change
- to determine whether to use and/or classify employees as full-time or part-time based on business needs;
- to determine when overtime shall be worked;
- to direct, instruct and control the work of employees;
- to determine the reasonable qualifications and skills required for each job classification and the qualifications and standards necessary for any of the jobs it

may have or may create in the future and to determine whether such standards and levels are being met. If the company changes such job qualifications it shall provide the Union with notice of such at least twenty-five (25) days in advance and the Union shall be entitled to ask for a meeting to discuss such changes and provide feedback prior to the change of the job qualification to inform the parties' discussion and bargain the effects of such changes;

- to determine the number of employees it shall employ at any time and the number assigned to any particular classification;
- to hire, layoff; reclassify, promote, demote or transfer employees based on business needs, except as expressly limited by this Agreement;
- to determine job content and duties;
- to combine, modify or create new job classifications, including in the latter event to assign wage rates thereto; provided, however, the Company will negotiate with the Union over any wage rate which will be assigned to a new position for a period of thirty (30) days and, if the parties are unable to reach agreement in this thirty (30) day period, the Company may implement its final proposal subject to: continued negotiation over the rate; and the effects of the changes;
- to determine (including to create, establish and change) reasonable performance and production standards, including numerical production requirements. If the Company changes performance or production standards, the Company shall, upon request, meet with the Union to bargain over the effects of such changes;
- to determine the processes, methods and procedures to be utilized;
- to adopt and from time to time modify, rescind, or change (with thirty (30) days' written notice to the Union) and to enforce reasonable rules governing employee behavior. The Company shall provide the Union with notice of such at least thirty (30) days in advance and the Union shall be entitled to ask for a meeting to discuss such changes and bargain the effects of such change;
- to train employees;
- to determine the selection, retention, or substitution of any vendor;
- to use non-bargaining unit employees, including but not limited to temporary and seasonal employees, to perform work covered by this Agreement so long as the intent in doing so is not to permanently replace bargaining unit employees;
- to determine the method of funding of each Company benefit, including the identity and selection of the carrier(s) or trustee;
- to perform all other functions inherent in the administration and/or management of the business.

Section 2.

The Company has and shall retain the right to move, sell, close, or liquidate the Facility, its operations, and/or the work performed at the Facility, in whole or in part, and to separate its employees from employment in connection with said moving, selling, closing, or liquidation; however, in the event the Company decides to do so, it will, when practicable, notify the Union of same no fewer than sixty (60) days in advance in accordance with the provisions of the “Worker Adjustment and Retraining Notification Act” as well as any state or local plant closure laws, including the New Jersey WARN Act (*See* Article 34). Upon request, the Company shall negotiate with the Union concerning the effects of the plant closure.

Section 3.

Unless expressly limited by this Agreement, the Company shall have the right to assign and determine where and how work shall be performed and may transfer work to or from the Facility, and to or from any other location, as it may in its judgment deem appropriate. If the Company plans on permanently transferring work from the facility to another facility and such transfer will result in a permanent layoff of bargaining unit employees, it shall provide the Union with sixty (60) days’ notice and will negotiate with the Union over the effects of such transfer.

Section 4.

The failure of the Company to exercise any power, function, authority or right reserved or retained by it, or the exercise of any power, function, authority or right in a particular manner, shall not be deemed a waiver of the right of the Company as it does not conflict with any express provision of this Agreement.

ARTICLE 25

COMPANY POLICIES

To the extent a subject or matter is not expressly and directly covered by this Agreement, the applicable Company policies, including human resources and departmental policies, shall govern. To the extent changes in the law necessitate that the Company make changes to a policy, the Company shall be entitled to make such a change and provide the Union with thirty (30) days’ notice of such change.

The Company shall have the right and authority to modify, eliminate or create new policies, including human resources and departmental policies, to the extent their specific subject matter is not explicitly and directly covered by this Agreement. The Company will provide the Union with thirty (30) days’ notice of the elimination or issuance of a new or modified policy, and, unless otherwise provided for in this Agreement, upon request, meet and discuss the changes with the Union and its effect on employees. Where there is a conflict between a Company policy and an express provisions of this Agreement, this Agreement shall govern.

ARTICLE 26

NO STRIKES, WORK STOPPAGES OR SLOW-DOWNS

Section 1. No Strikes.

The Union and the employees it represents, will not initiate, cause, permit, or participate or join in any strike, work stoppage, sympathy strike, picketing on work time or in work areas, picketing on Company property, picketing that interferes with or interrupts the operations of the Company or slowdown during the term of this Agreement. Disciplinary action may be imposed by the Company on any employee or employees, individually or as a group, engaged in activities in violation of this Section. Such disciplinary action shall not preclude or restrict the Company's recourse to any other remedies, including an action for injunctive relief or for damages.

Section 2. Union's Duties In Case of Prohibited Conduct.

In the event that any employee(s) covered by this Agreement participates in any activity prohibited by Section 1 of this Article, the Union shall instruct participating employees to cease such actions and return to work immediately and make every reasonable effort possible to induce such employee(s) to cease the prohibited conduct

Section 3. No Lockouts.

There shall be no lockout of employees during the life of this Agreement. The layoff of employees covered by this Agreement shall not be considered a lockout for purposes of this Agreement.

ARTICLE 27

WAGES

Section 1. Wage Increases

(a) Employees shall receive a 4% increase for those employees earning over \$28.00 or more at the time of ratification and 5.5% for those earning under \$28.00, a 3.5% increase effective July 1, 2024 and a 3.25% increase effective July 1, 2025.

Employees who are in their probationary period on the effective date of any of the above base hourly rate increases will not receive the increase but rather will receive the increase effective the beginning of the first full pay period after successful completion of their probationary period.

Section 2. Team Leads.

Employees who are Team Leads will have a base hourly rate which is no less than two dollars (\$2.00) an hour higher than the starting wage rate in their Department.

Section 3. Shift Differential.

Subject to applicable Company rules, policies and procedures employees will receive fifty cents (\$.50) in addition to their base hourly rate for all hours worked on the second (2nd) shift and one dollar (\$1.25) in addition to their base hourly rate for all hours worked on the third (3rd) shift. Employees who work a twelve (12) hour shift from 6:00 A.M. to 6:00 P.M. shall receive fifty cents (\$.50) in addition to their base hourly rate for all hours worked during this shift. Employees who work a twelve (12) hour shift from 6:00 P.M. to 6:00 A.M. shall receive one dollar (\$1.25) in addition to their base hourly rate for all hours worked during this shift. For purposes of this Section, second and third shift shall be defined as the Company defines them.

Non-production employees regularly scheduled to work eight (8) hour shifts that include Saturdays or Sundays shall receive an additional one dollar (\$1) per hour if scheduled to work on a Saturday and an additional one dollar and twenty-five cents (\$1.25) per hour if scheduled to work on a Sunday.

Section 4. Longevity Pay.

Those employees who have eight (8) years of continuous service as of the effective date of this Agreement, and those who achieve eight (8) years of continuous service during the life of the Agreement, shall receive a fifty cent (\$.50) increase to their base hourly rate of pay.

Upon ratification of this Agreement, the Company shall conduct an audit of its payroll in order to address issues of wage compression raised by the Union during bargaining. Upon completing this post-ratification audit, and unless otherwise agreed to by the Parties, the Company shall provide a one-time base hourly rate increase to those employees with three years of service or more to ensure that their base hourly rate is no less than twenty-five cents (\$.25) per hour higher than the highest paid employee in the same job classification with less than three (3) years of experience.

Section 5. Training Pay

The Employer may select from among employees whom it deems sufficiently qualified and as possessing the necessary temperament and who are willing to participate, those who will train other employees. For each hour that they are engaged in training others, such employees will receive a premium of one dollar fifty cents (\$1.50) per hour. An employee asked to perform training work shall be required to complete a Company-provided form setting forth the hours of work that they performed such training work, who they were training and any other information required by the Company. The trainer will be responsible for assessing when an employee he is training is proficient in a particular task. Alternatively, the Employer, in its discretion, may use supervisors for such training. Supervisors shall not perform bargaining unit work for the purpose of permanently replacing an employee. It is recognized, however, that from time to time it shall be necessary for supervisors to perform work normally performed by employees during the course of providing instruction or training of employees or other Employer personnel or in an emergency situation.

Section 6. Holiday Pay

In addition to receiving their regular holiday pay, employees scheduled to begin a work shift on a recognized holiday pursuant to Article 31 shall receive time-and-one-half their hourly rate of pay for all time worked.

ARTICLE 28

HEALTH AND WELFARE AND OTHER INSURANCE BENEFITS

Section 1. Medical, Dental and Optical Insurance.

During the term of this Agreement, regular full-time employees covered by this Agreement who are employed will be eligible to participate in the health and welfare plan(s) (i.e., plans providing medical, dental, and optical insurance) which are offered to employees of the Facility generally, according to the terms and conditions of such plan(s). To the extent during the life of this Agreement a local hospital, including but not limited to Saint Clare's Dover Hospital, becomes an out-of-network provider, the Company shall promptly inform the Union and schedule a meeting to discuss within five (5) business days in order to explore alternate options. In addition, the Company will work with its medical provider to find such alternate options and present them to the Union.

During each year of the Agreement, the health insurance premium cost for employees of the Surest Health Care plan, to the extent it is offered, shall be equal to or less than to the health insurance premium cost of the Company's PPO health care plan in that same given year. If during the life of this Agreement the health insurance premium cost of the Surest Health Care plan is higher than the premium cost for the PPO plan, to the extent the PPO plan is offered, employees shall not be responsible for the difference in cost.

Health insurance premiums for employees who are out of work on approved Family Medical Leave Act ("FMLA") Leave will be paid in accordance with the provisions of the FMLA.

Section 2. Other Insurance Benefits.

During the term of this Agreement, regular full-time employees covered by this Agreement who are actively employed will be eligible to participate in the short-term disability insurance and life insurance benefits which are offered to employees generally, according to the terms and conditions of such plan(s).

Section 3. Provision of Information.

Eligible employees who are offered the opportunity to participate in the Company plans described in this Article [] will be provided with information describing the terms of the plans.

Section 4. Changes to Benefits.

The terms of the plans and benefits set forth in this Article 28 may be changed by the Company as they are changed for employees generally. For purposes of this Section 4 and this Article 28, "change" includes but is not limited to (i) the elimination of plans and benefits, (ii) the addition or replacement of plans and benefits, (iii) changes to applicable deductibles, premium contributions and other financial payments and co-payments by employees, and (iv) modifications to or elimination of the terms of any plan or benefit. Upon request by the Union, the Company shall meet with the Union to meet and bargain the effects of such changes to the plan(s). The Company will provide at least thirty (30) days advance notice to the Union of any changes to the current benefit plans.

Notwithstanding the foregoing, if the Company eliminates a plan (i.e., eliminates medical, dental, optical, short-term disability or life insurance), it will, upon the Union's request, meet and discuss same with the Union to bargain the effects of such; such discussions will not, however, delay implementation of the plan elimination. Further, the Company will provide at least thirty (30) days' advance notice to the Union of any increase in the employees' contributions to the monthly medical insurance premiums.

ARTICLE 29

SECTION 401(K) PLAN

Section 1. Plan Terms.

The Company will offer the same Section 401(k) Plan to eligible bargaining unit employees as it offers to non-bargaining unit employees at the Facility with the same terms and conditions -- including matching contributions by the Company -- and eligibility requirements and limitations, which at the time of ratification of this Agreement is a 50% match of employee contributions up to 6%, which is equivalent to a maximum employer match of up to 3%.

Section 2. Changes to Benefits.

The Company will provide at least sixty (60) days' advance notice of any changes it makes to its 401(k) plan and will discuss the effects of any such changes.

ARTICLE 30

VACATION

Section 1. Vacation Eligibility.

Eligible regular full-time employees who have completed the probationary period and who are actively employed will be provided paid vacation time on a calendar year basis calculated on an "earn as you go" basis. Vacation may be scheduled and used in advance of it being accrued/earned. Unless contrary to applicable law, employees will not earn vacation while on unpaid leave. For the avoidance of doubt, "unpaid leave" means all leave for which the

employee is not paid by the Company (e.g. disability leave, workers' compensation leave, layoff, FMLA leave, etc.)

The vacation year shall start on January 1st and end December 31st of each calendar year.

Section 2. Vacation Amount.

Subject to applicable policies, rules and procedures, eligible full-time employees will accrue vacation in accordance with the following schedule:

<u>Years of Credited Service as of January 1</u>	<u>Weekly Vacation Accrual</u>	<u>Vacation hours per Year of Credited Service</u>
less than 2	0.7692	40
2 but less than 5	1.5384	80
5 but less than 10	2.3076	120
10 but less than 20	3.0769	160
20 and over	3.8461	200

An employee who terminates employment and is re-hired within six months will keep prior service credit for vacation purposes. After six months, the employee must re-establish credited service for vacation purposes. For example, if an employee worked for the Company for five years before resigning and the employee is re-hired within 3 months of their resignation, they will immediately accrue vacation as though they had five years of service. If they are re-hired after a year, they will start fresh with zero years of service.

While employees will begin earning vacation on their first (1st) day of employment, they may take vacation only after successfully completing their probationary period.

Section 3. Requesting Vacation.

During the last two (2) weeks of January each year, employees will be able to select vacation for that calendar year from the vacation time which the Company makes available by seniority within the Department. No employee will be able to select more than three (3) weeks during this process; provided, however, the Company may approve a longer vacation period based on extenuating personal circumstances (e.g., the employee is traveling a significant distance). Thereafter, vacation will be assigned on a first-come, first-approved basis. Requests for vacation after the January scheduling period must be submitted by employees to their supervisor at least one (1) week in advance.

The Company may, in its discretion, make exceptions to the one (1) week advance approval requirement; provided, however, any such exception(s) shall not serve as a precedent or

as a basis for the Union claiming that such an exception must thereafter be provided to any other employee.

The Company must approve all vacation requests, including requests for vacations of two weeks or longer, which shall be decided based on needs of the business and not be unreasonably denied. Employees should not plan vacation until they have received approval of their requested dates. The Employer shall normally respond to employee vacation requests within two (2) weeks.

Section 4. Vacation Pay Rate.

Vacation pay will be paid at the employee's base hourly rate. Vacation time will be counted as hours worked for purposes of calculating overtime.

For purposes of full week vacation requests, when approved, a full week consists of 40 hour, and is inclusive of the full work week, regardless of an employee's schedule.

Vacation time may be used in four (4) hour increments.

Section 5. Vacation Carryover and Payout.

Vacation time may not be carried over to the following calendar year, and employees will not be paid out for accrued, unused vacation (except as set forth in this Article).

In the event an employee leaves employment and has taken more vacation than he has earned, the overpayment of vacation pay will be deducted from his last paycheck, subject to applicable law. To the extent the overpayment is not deducted from the employee's last paycheck, the employee remains responsible to repay the Company for the overpayment of vacation pay.

Any employee with more than one (1) year of continuous employment who resigns and gives two (2) weeks' notice shall receive a payout for any accrued vacation time they have not taken. An employee will only receive payment on termination for vacation time that is actually accrued and unused as of the employee's last day worked.

Upon execution of this Agreement, Employees shall be paid out for all banked legacy vacation and personal hours, if applicable.

Section 6. Vacation "Buy Back"

Employees who do not use all of their accrued vacation time may "sell" their accrued time back to the Company in exchange for payment. The Company will "buy back" a portion of accrued, unused vacation hours using the following rules:

- Buy-Back will occur at your regular base straight time rate at the time of the buy-back, less applicable deductions (taxes, etc.).

- The maximum vacation hours the Company will buy back in a calendar year is equal to the employee's full annual allotment minus 40 hours. (All employees must take at least 40 hours per year of vacation or else forfeit that time without payment).
- Vacation must be accrued before it can be sold back to the Company.
- The deadline to "sell" unused vacation each year is the Friday of the first full week of December. Vacation that is not sold by that date must be used or forfeited from any buy-back.

ARTICLE 31

HOLIDAYS

Section 1. Recognized Holidays.

The Company will recognize the following ten (10) paid holidays annually:

New Year's Day

Memorial Day

Good Friday

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

An employee must have completed their probationary period to receive holiday pay for a recognized holiday.

For employees working a Monday-Friday work schedule, holidays falling on Saturday will be observed on the preceding Friday and those falling on Sunday will be observed on the following Monday. For employees working a schedule that includes weekends, if a holiday falls on a weekend, the holiday will be observed on the actual holiday.

Section 2. Floating Holidays.

In addition to the ten (10) designated holidays, regular full-time employees who have completed the probationary period and are actively employed on January 1 of any calendar year are eligible to receive up to two (2) paid floating holidays during that calendar year. Regular full-time employees hired between January 1 and April 30 will be eligible to receive all two (2) paid floating holidays during the calendar year in which they are hired. Regular full-time employees hired between May 1 and August 31 will be eligible to receive one (1) paid floating holidays during the calendar year in which they are hired. Regular full-time employees hired between September 1 and December 31 will not be eligible to receive floating holidays during the calendar year in which they are hired.

Floating holidays must be scheduled in accordance with applicable rules, policies and procedures, including that employees must generally make requests for floating holidays at least one (1) week in advance. Employees may only take floating holidays that have been pre-approved by their supervisor. Employees may also use floating holidays when they call out. Floating holidays may be used in four (4) hour increments.

Section 3. Pay Rate for Holidays.

Subject to applicable policies, rules and procedures, holidays will be paid at the employee's base hourly rate multiplied by the number of hours the employee otherwise would have worked (*e.g.*, an employee working eight (8) hour shifts would be paid eight (8) holiday hours, and an employee working twelve (12) hour shifts would be paid twelve (12) holiday hours). To be eligible for holiday pay, an employee must work his scheduled workday before and scheduled workday after the holiday, with the exception of pre-approved time off.

Section 4. Hours Worked on a Holiday.

Employees who work on a recognized holiday will be paid in accordance with Article 27. Paid holiday time off on a holiday will be counted as hours worked for purposes of calculating overtime.

Section 5. Pay Out of Accrued Holidays.

Accrued but unused holidays will not be paid out unless required by applicable law.

ARTICLE 32

JURY DUTY AND WITNESS LEAVE

Paid jury duty or witness leave will be granted to full-time employees who have completed their probationary period, who are called to jury duty or are subpoenaed to testify as a witness in a court proceeding. Eligible employees subpoenaed for jury service during regularly scheduled working hours will be paid their normal pay by the company and should endorse over to the Company their check for jury pay.

Paid leave under this Article is limited to a maximum of 8 hours per day for those who normally work 8-hour shifts, 10 hours per day for those who normally work 10-hour shifts, and 12 hours per day for those who normally work 12-hour shifts. Paid leave under this Article is capped at 80 hours per calendar year. Unpaid leave typically will be granted for jury or witness duty that exceeds 80 hours per calendar year.

Employees who are not eligible for paid leave for jury duty may use accrued vacation or personal days if they wish to be paid while taking time off under this Article. Otherwise, the leave will be unpaid.

Employees must provide the jury duty summons or witness subpoena to their supervisor as soon as possible so that they may plan accordingly. Employees who are selected for a jury should also provide an estimate of the amount of time they will be absent from work and daily updates. Employees are expected to report for work whenever the court schedule permits. If practical, once the court dismisses the employee, the employee is expected to return to work as soon as possible and complete the remainder of the employee's shift. Upon conclusion of jury duty, employees should obtain a certificate from the clerk of the court verifying the dates of service.

Employees should notify their supervisor and Human Resources as soon as possible receiving the notice of jury duty. If required by business needs, an employee must also request a postponement of jury service. When you are on jury duty for only part of your workday, you are expected to report to work for the balance of the day.

ARTICLE 33

BEREAVEMENT LEAVE

Section 1. Amount of Bereavement Leave.

Employees who are actively employed will be allowed to take up to three (3) days of paid bereavement leave in the event of the death of an immediate family member so that the employee can make necessary arrangements, attend the funeral or memorial service, and engage in other business related to the deceased immediate family member. A request for additional unpaid time off of up to two (2) days to tend to the above necessary arrangements shall not be unreasonably denied. If an employee requires any additional time off to tend to the above necessary arrangements, the employee may request a personal leave of absence in accordance with Article 20 of the collective bargaining agreement. Bereavement leave will be paid for the number of hours the employee otherwise would have been scheduled to work at the employee's regular wage rate.

Section 2. Definition of Immediate Family Member.

An "immediate family member" means the employee's spouse, domestic partner, child, adopted child, stepchild, parent, step-parent, sibling, step-sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent-in-law, or any dependent living in the employee's household.

Section 3. Notice and Approval.

In accordance with the applicable rules, policies and procedures, employees must (i) provide advance notice to their supervisor prior to taking bereavement leave and (ii) submit documentation in support of the use of bereavement leave upon the employee's return from bereavement leave.

Section 4. Mid-Shift Notification.

If an employee receives notice of the death of an immediate family member while the employee is at work, the employee may take the remainder of his scheduled shift off. The employee may use vacation or unpaid time to cover the lost time.

Section 5. Attendance.

Use of bereavement leave as set forth in this Article will not be considered an occurrence under the Company's attendance program, policy or rules.

ARTICLE 34

**NEW JERSEY MILLVILLE DALLAS AIRMOTIVE PLANT JOB LOSS
NOTIFICATION ACT" ("NJ WARN ACT")**

In the event of a covered event under the New Jersey Millville Dallas Airmotive Plant Job Loss Notification Act"("NJ WARN"), the Company shall provide severance in accordance with what is required under the law.

ARTICLE 35

NEW JERSEY EARNED SICK TIME LAW

Section 1. Entitlement to Paid Sick Leave

Employees are entitled to Paid Sick Time (PST) under this policy. Employees will accrue PST at the rate of one hour for every 30 hours worked, up to a maximum of 40 hours per calendar year. PST may be scheduled and used in advance of it being accrued/earned. Employees may use up to 40 hours of PST per year.

Employees may begin using PST on their 120th day of employment with the Company.

The Company prohibits employees from being retaliated or discriminated against for exercising their rights to paid sick leave.

Section 2. Increments of Use

Employees may use PST in four (4) hour increments, up to the number of hours the employee was scheduled to work during that shift, for any covered reason as set forth below.

Section 3. Permissible Use of Paid Sick Leave

Eligible employees may use PST for the following reasons:

- Diagnosis, care, or treatment of, or recovery from, an employee's own mental or physical illness, injury, or other health condition, or for the employee's own preventive medical care;
- For care of an employee's Family Member (as defined below) during diagnosis, care, or treatment of, or recovery from, the Family Member's mental or physical illness, injury, or health condition, or for the Family Member's preventive medical care;
- For certain absences resulting from the employee or an employee's Family Member being a victim of domestic or sexual violence, including to (a) obtain medical attention, services from a domestic violence or victim's services organization, psychological or other counseling, or legal services, or (b) relocation;
- Closure of the employee's workplace or the school or place of childcare of the employee's child by order of a public official due to a public health emergency or because of a state of emergency declared by the Governor due to an epidemic or other public health emergency;
- For time needed by the employee to attend a school-related conference, meeting, function, or other event requested or required by a school responsible for the employee's child's education, or to attend a meeting regarding care provided to the employee's child in connection with the child's health conditions or disability;
- A declaration of a state of emergency by the Governor, or the issuance by a health care provider or the Commissioner of Health or other public health authority, of a determination that the employee's presence in the community, or that of a member of the employee's family in need of care by them, would jeopardize the health of others; or
- During a governor-declared state of emergency, or upon the recommendation, direction, or order of a healthcare provider or the Commissioner of Health or other authorized public official, the employee undergoes isolation or quarantine, or cares for a family member in quarantine, as a result of suspected exposure to a communicable disease and a finding by the provider or authority that the individual/family member's presence in the community would jeopardize the health of others.

Section 4. Covered Family Member

For the purposes of NJ PST, a Family Member means an employee's:

child (biological, adopted, foster, step, legal ward, or a child of a domestic partner or civil union partner of the employee); grandchild; sibling (biological, adopted, foster); spouse; domestic partner; civil union partner; parent (biological, adoptive, foster, step, or legal guardian of an employee or of the employee's spouse, domestic partner, or civil union partner, or a person who stood in loco parentis of the employee or the employee's spouse, domestic partner, or civil union partner when the employee, spouse or partner was a minor child); grandparent; the spouse, domestic partner, or civil union partner of a parent or grandparent of the employee; the sibling of a spouse, domestic partner, or civil union partner of the employee; or any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Section 5. Reporting Absences

If the need for PST is foreseeable, employees must provide at least seven (7) days' advance notice to the Company and must make a reasonable effort to schedule the use of PST in a manner that does not unduly disrupt Company's operations. If the need to use PST is unforeseeable, then employees must provide notice to the Company as soon as practicable.

The Company may: (a) prohibit employees from using foreseeable earned sick leave on certain dates, and (b) require reasonable documentation if sick leave that is not foreseeable is used during those dates.

Section 6. Documentation

After an absence of three (3) or more consecutive days, Employees may be required to provide reasonable documentation that PST was used for a covered reason. The following forms of documentation will be considered reasonable:

- If the leave is for employee's or Family Member's sick time: Documentation signed by a health care professional who is treating the employee or the Family Member indicating the need for the leave and, if possible, number of days of leave.
- If the leave is permitted because of domestic or sexual violence (as set forth above): (a) medical documentation; (b) a law enforcement agency record or report; (c) a court order; (d) documentation that the perpetrator of the domestic or sexual violence has been convicted of a domestic or sexual violence offense; (e) certification from a certified Domestic Violence Specialist or a representative of a designated domestic violence agency or other victim services organization; or (f) other documentation or certification provided by a social worker, counselor, member of the clergy, shelter worker, health care professional, attorney, or other professional who has assisted the employee or family member in dealing with the domestic or sexual violence.
- If the leave is for a public health emergency (as set forth above): A copy of the order of the public official or the determination by the health authority.

- If the leave is to attend a school-related conference, meeting, function, or other event (as set forth above): tangible proof of the school-related conference, meeting, function, or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the education of the employee's child; or tangible proof of the meeting regarding care provided to the child of the employee in connection with the child's health conditions or disability.

Such documentation does not need to explain the nature of any illness, injury or medical condition of the employee or the employee's family member, or describe the details of any domestic or sexual violence.

Section 7. Carryover

At the end of the year, employees will be offered the opportunity to receive payment for accrued PST not used. An employee must choose, no later than 10 calendar days from the date of the offer, whether to accept full payment, to carry over all unused sick time, or to carry over half of the unused PST and receive payment for the remaining half. If you carryover over accrued PST, regardless of your PST balance, you are still only allowed to use up to a maximum of 40 hours of PST per benefit year.

Section 8. PST Upon Re-Hire

If an employee is terminated, laid off, furloughed, or otherwise separated from employment with the Company, any unused accrued PST shall be reinstated upon the rehiring or reinstatement of the employee to that employment, within six months of termination, being laid off or furloughed, or separation. In addition, the prior period of employment will count toward the usage waiting period.

ARTICLE 36

NEW JERSEY DISABILITY AND FAMILY LEAVE, NEW JERSEY FAMILY LEAVE INSURANCE AND NEW JERSEY TEMPORARY DISABILITY BENEFITS

Employees may be eligible for leave under the New Jersey Family Leave Act (NJFLA). To be eligible for leave, during the 12-month period immediately preceding the leave, an employee must have either (a) worked at least 20 calendar weeks and worked at least 1,000 base hours (including regular time, overtime, workers' compensation leaves and military leave), or (b) earned at least 1,000 times the New Jersey minimum wage.

New Jersey Family Leave Insurance ("NJFLI") is a state program that can partially replace wages of workers who need to care for a seriously ill or injured family member, bond with a new or newly placed child, or take leave under the New Jersey SAFE Act. Eligible workers can collect NJFLI benefits for a maximum of 12 weeks in a 12-month period or as otherwise provided by New Jersey law. Benefits may be claimed on a continuous basis, or, on a non-continuous (intermittent) basis. If an employee claims NJFLI benefits on an intermittent schedule, they may receive up to 56 individual days (8 weeks) of benefits within a 12-month

period. Eligibility for benefits and the maximum weekly benefit are determined by the state of New Jersey.

New Jersey Temporary Disability Insurance (“NJTDI”) provides cash benefits to workers who suffer an illness, injury, or other disability that prevents them from working and was not caused by their job.

Employees should consult Refresco’s New Jersey Handbook Addendum for specific information regarding their entitlement to benefits under the NJFLA, NJFLI AND NJTDI, including but not limited to information concerning eligibility.

The Company will provide the Union with thirty (30) days notice of the elimination or issuance of a new or modified policy implemented by the Company in connection with these laws, and, upon request, meet to discuss the changes with the Union.

ARTICLE 37

NEW JERSEY WORKERS ‘COMPENSATION AND TEMPORARY DISABILITY INSURANCE

Eligible employees who apply for, and are granted State-approved benefits, such as Workers’ Compensation or New Jersey Temporary Disability Insurance benefits, shall be eligible to receive the State-mandated amounts in accordance with applicable Company policies and State Laws and Regulations. Employees are responsible for filling out any applicable Company or State-required documents in order to receive such benefits and should review Refresco’s Company Handbook and contact Human Resources with any questions about these benefits.

ARTICLE 38

UNIFORMS AND SAFETY SHOES

Section 1. Uniforms.

Where the Company requires any employee in a department to wear a uniform, all employees in that department shall be supplied with uniforms. The Company agrees to provide uniforms consisting of blue pants and blue shirts to Maintenance employees and employees who work in the Blend Room and a lab coat for the employees who work in the Quality Department. The Company has the option to determine whether such uniforms shall be purchased outright or rented. The Company shall purchase or pay the rental charge, as the case may be, for such uniforms and shall pay for the cleaning and keep them in good repair at all times. The Company shall have the right to discipline any employee for not being presentable and to discharge such employee for repeated violations in accordance with Article 18 of the collective bargaining agreement. Employees whose services are terminated for any reason are obligated to return all uniforms issued to them.

Upon ratification of the collective bargaining agreement, all bargaining unit employees shall receive a Refresco branded jacket. Thereafter, Refresco branded jackets will be replaced by

Refresco every other year. New employees shall be provided a Refresco jacket after the completion of one (1) full year of service. To the extent an employee's Refresco branded jacket is damaged beyond repair during the course of an employee performing their job duties, Refresco shall replace the jacket. However, in no circumstance shall Refresco be required to replace a jacket more than once (1) in a given calendar year.

Section 2. Shoe Allowance.

The Company will pay one hundred thirty-five dollars (\$135.00) each year toward the purchase of safety shoes through a Company-selected vendor. If the cost of the shoes are less than one hundred thirty-five dollars (\$135.00), the employee may use the balance of the one hundred thirty-five dollars (\$135.00) to purchase other available items (i.e. insoles) with a Company-selected vendor, or, roll the money over to the following year to use towards the purchase of safety shoes up to the cost of two hundred dollars (\$200.00) through a Company-selected vendor. The Union shall be entitled to request up to two meetings per year with the Company to go over the inventory of shoes and other items made available by the vendor and request that certain shoes be added to the list of shoes available for purchase, so long as the shoes meet the Company's safety requirements. To the extent an employee requires a shoe that is not available for purchase with a Company-selected vendor based on a medical need, the employee shall follow the Company's Reasonable Accommodation of Disabilities policy.

Section 3. Maintenance Mechanic Tool Allowance

Upon the completion of six (6) months of employment, the Company will provide Maintenance Mechanics with a tool allowance of up to three hundred dollars (\$300.00) each calendar year to reimburse them for tools purchased for use in the performance of their job duties. In the event a maintenance mechanic requires non-specialty tools that would result in them spending above their tool allowance in a given year, the maintenance mechanic may request permission to spend up to an additional \$50.00 in that calendar year, which shall be deducted from their tool allowance the following year. If the Company determines that a specialty tool is needed for Maintenance Mechanics to perform their job responsibilities, the Company will purchase the specialty tool and make it available to employees. Maintenance Mechanics may use this tool allowance only on tools which have been approved by the Company. This tool allowance is subject to applicable Company rules, policies and procedures – including those relating to the use of any required vendor – which the Company may change from time to time.

ARTICLE 39

COMPLETE AGREEMENT AND PAST PRACTICES

Section 1. Complete Agreement.

The parties agree that this Agreement is the complete agreement between them for purposes of determining bargaining unit employees' wages, hours, benefits and working conditions and supersedes all prior agreements, written and verbal, previously entered into between the parties.

Section 2. Past Practices.

Unless specifically provided herein to the contrary, practices which existed prior to this Agreement shall not be binding on the Company.

Section 3. Modification of this Agreement.

No provision of this Agreement may be amended, modified or supplemented at any time, except by a written mutual agreement between the Company and the Union signed by both parties. Such modifications shall be limited to the provision(s) specifically addressed and will not affect any other provisions of this Agreement.

ARTICLE 40

SUBCONTRACTING AND UNION STANDARDS

For the purpose of preserving work and job opportunities for the employees covered by this agreement, the Employer agrees that no bargaining unit work will be subcontracted unless otherwise provided in this Agreement, exclusive of:

- (i) in case of emergency;
- (ii) where bargaining unit employees do not have the skills or expertise to perform the necessary tasks;
- (iii) with prior approval of the Union; or
- (iv) it is work of the type that has previously been subcontracted at the Plant.

ARTICLE 41

SEPARABILITY

In the event that any provision of this Agreement is declared invalid by a court of competent jurisdiction or otherwise rendered invalid through governmental regulation or law, such invalidity shall not invalidate the entire Agreement; it is the express intention of the parties that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 42

TERM OF AGREEMENT

Section 1.

Unless otherwise agreed to by the parties, the Agreement shall go into full force and effect as of midnight on July 1, 2023 and continue through 11:59 p.m., on June 30, 2026 (“Expiration Date”) and will continue automatically on an annual basis thereafter unless written notice is given by either party to the other by certified mail, sixty (60) days prior to June 30,

2026, or any subsequent anniversary year, as the case may be, that the party providing notice desires to terminate and/or modify this collective bargaining agreement.

If any term or provision of this Agreement is, at any time during the life of the Agreement, adjudged to be in conflict with any law, such term or provision shall become invalid and unenforceable, but this shall not impair or affect any other term or provision of this Agreement. The parties will meet to renegotiate affected provisions.

Section 2. Notice To Negotiate & Continuance Of Agreement.

Either party may, on or before sixty (60) days prior to the Expiration Date, provide written notice by certified mail to the other party of the desire of the party giving such notice to terminate/modify this Agreement and to negotiate a successor agreement. The provision of such notice shall constitute an obligation on both parties to negotiate in good faith with the intent of reaching a successor agreement prior to the Expiration Date. Upon such notice being given the parties shall have a conference within ten (10) working days to discuss negotiations for a successor agreement, including the scheduling of dates of future bargaining sessions. This Agreement nevertheless will continue in effect after the Expiration Date subject to the provisions of Section 3 below.

Section 3. Termination Or Agreement.

At any time after the Expiration Date, if no successor agreement has been reached, either party may give to the other party written notice, by certified mail, of the intent to terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed below by their duly authorized representatives.


REFRESCO BEVERAGES US INC.

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



Signature
Frank Gohl

Frank Gohl, Plant Director



Signature
A Then

A Then, UE Local 115 Bargaining Committee
Member

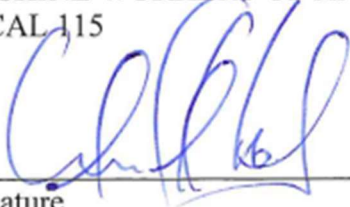
8/2/2023

Date

8-1-23

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



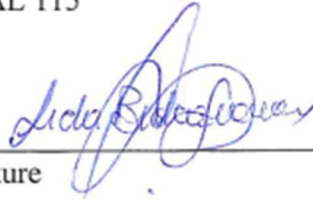
Signature

Cesar Moreira, UE Local 115 Bargaining
Committee Member

07/28/2023

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



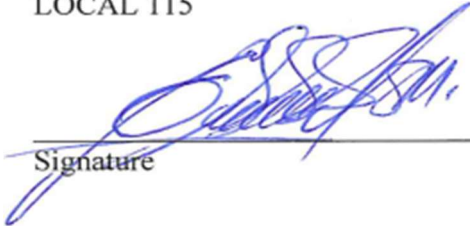
Signature

Lida Guevara, UE Local 115 Bargaining
Committee Member

07-28-2023

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



Signature

Erik F. Moran, UE Local 115 Bargaining
Committee Member

07-28-2023

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



Signature

José F. Rivera, UE Local 115 Bargaining
Committee Member

7/28/23

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



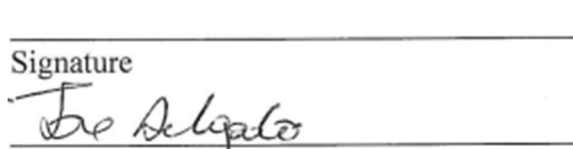
Signature

Anthony Sanchez, UE Local 115 Bargaining
Committee Member

7/28/2023

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115



Signature

José Delgado, UE Local 115 Bargaining
Committee Member

8-1-23

Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115


Signature

Fernando Ramirez, UE International
Representative

7/26/2023
Date

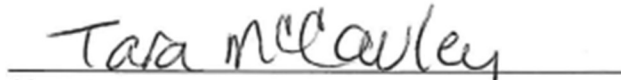
UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115


Signature

Iván Rios, UE Local 115 Bargaining
Committee Member

07-26-2023
Date

UNITED ELECTRICAL, RADIO &
MACHINE WORKERS OF AMERICA,
LOCAL 115


Signature


Tara McCauley, UE International
Representative

8-1-23
Date