

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRIESLANDCAMPINA INGREDIENTS NORTH AMERICA INC.



AND

TEAMSTERS, LOCAL 317



JANUARY 1, 2022 – DECEMBER 31, 2023



Teamsters Local Union 317
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Roberta Dunker Business Agent
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This agreement provides that eligible employees, members of Local 317, be covered by the Industry and Local 338 Pension Fund. For information or claim forms, write to Industry and Local 338, Pension Fund, 911 Ridgebrook Road, Sparks, MD 21152 – Attn: Ann Dearborn; or Call Irina Brover, Accounting Supervisor, Telephone: (410) 683-7730, Fax: (410) 683-7794. Web page: www.associated-admin.com

Upon termination of employment, for any reason, please call the office of Local 317 at (315) 471-4164 ext. 11 to notify Kellie or Luanne to put you on withdrawal. This includes any time that you will be out of work for an entire month such as January, July, October, etc. This will keep you in good standing with the Local Union.

Members are responsible for immediately notifying Local 317 and also the Industry and Local 338 Pension of any changes of address or phone number.

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THIS AGREEMENT is made and entered into this 1st day of January 2022 between TEAMSTERS LOCAL UNION # 317, located at 41 Howard Avenue, Binghamton, NY 13904 and 566 Spencer Street, Syracuse, NY hereinafter referred to as the "UNION" and FrieslandCampina Ingredients NA Inc., hereinafter referred to as the "EMPLOYER" or "COMPANY", located at Delhi, New York.

ARTICLE I - RECOGNITION - SCOPE - UNION ACTIVITIES

SECTION 1: DURATION OF AGREEMENT: This agreement shall commence on the 1st day of January 2022 and shall continue in effect until the 31st day of December 2023 (inclusive of both dates). Any notice required hereunder shall be addressed to the Employer at 40196 State Highway 10, Delhi, New York 13753 and to the Union at 41 Howard Avenue, Binghamton, New York 13904.

SECTION 2: RECOGNITION: This agreement shall cover every employee of the company employed in or about the plant of the company at Delhi, New York, handling the products of the company except administrative and clerical employees, farm field inspectors, professional employees, guards, all supervisors as defined in the Labor-Management Relations Act, and all employees who are presently covered by other labor agreements with Local Union No. 317.

SECTION 3: SCOPE OF AGREEMENT: All production, laboratory, maintenance, warehouse and porter work presently and traditionally performed by employees in the bargaining unit, including work assignments at warehouse facilities used by the company at locations away from the plant (unless such work is performed by regular warehouse personnel) shall be continued to be performed only by employees working under this agreement.

SECTION 4: MANAGEMENT RIGHTS:

- (a) The Union and the Company agree to cooperate in order to foster productivity and efficiency.
- (b) The authority and responsibility for the management of the business shall repose exclusively in the Company and its appointed representatives. The Company maintains its inherent right to manage its business and direct the workforce, and to carry out the ordinary and customary functions of management as it deems necessary and/or expedient to the extent consistent with the express terms of this agreement.

SECTION 5: UNION SECURITY:

- (a) Throughout the term of this agreement, all present employees covered by the terms of this agreement who are members of the Union on the effective date or on the date of execution of this agreement, whichever is the later, shall remain members of the Union as condition of employment, and all employees covered by the terms of this agreement who are not members of the Union shall be required, as a condition of employment, to become members of the Union on or after thirty (30) days following the beginning of employment, the effective date of this agreement, or the date of execution of this agreement, whichever is the later.
- (b) Employees laid off through no fault of their own shall in the order of their company seniority for a period of two (2) years from the date of layoff be sent by the Union to fill vacancies as they occur in the order of their seniority.
- (c) Whenever additional employees are required for bargaining unit positions, the Employer is free to interview both Union and Non-Union applications at its sole discretion. Without discrimination as to any applicant by reason of membership or non-membership in the Union, or in any other respect, the Employer shall permit all applicants furnished by the Union to submit their qualifications for the available positions, and the Employer shall have the right in his absolute discretion to hire or to reject any applicant without recourse, it being understood and agreed, however, that all employees on the company's seniority list shall be rehired as above provided before other applicants are considered in accordance with Article 1 §5(b).
- (d) For the purpose of this entire Section 5 only, any employee not on the company's seniority list, shall be considered a new employee and shall for a period of ninety (90) days worked, excluding all overtime days worked, if any, be on probation subject to dismissal in the sole judgment of the Employer at any time within such ninety (90) days worked without recourse. Company can request a twenty-eight (28) calendar day extension, excluding shutdown periods, on an individual basis prior to the end of the ninety (90) day period. The superintendent or employee in charge shall immediately upon the employment, notify the Shop Steward or the Union if there is no Shop Steward, of the employment of any employee under this agreement is required to be a member of the Union. Upon notice from the Union that any employee who has been employed for more than thirty (30) days has failed to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership, the Employer agrees to discharge such employee within seven (7) days after receipt of written notice from a properly authorized official of the Union.

SECTION 6: CHIEF SHOP STEWARD AND STEWARDS:

- (a) The employees will elect one (1) employee to act as Chief Shop Steward. The Chief Shop Steward will designate three (3) Stewards. Stewards will act only as

Union representatives on the shift where the Chief Shop Steward is unavailable. Only one Steward will function at any time.

If a discussion with management could in any way lead to an employee being disciplined, terminated or affect his/her personal working conditions, a union steward shall be present at the meeting. The only exception is if the employee requests not to have a union steward present. Before any discipline or letters of intent can be placed in an employee's file, a copy has to be given to the employee and the steward.

Any entry in an employee's personnel file which is more than one (1) year old will not be considered by the Employer in assessing any disciplinary action.

- (b) The job of the stewards is to make sure that the Company lives up to the collective bargaining agreement. In addition, the job of the steward is to make sure that Union employee's rights are protected.
- (c) There shall be no discrimination against the Steward for Union activities. The Steward shall have no authority to alter, amend, violate or otherwise change any part of this agreement. The Steward shall report to the Business Agent of the Union any violations of this agreement.
- (d) The Chief Steward shall be considered the senior employee for the purpose of lay off and recall only. This provision does not apply to the other Stewards. The manager and/or assistant manager shall recognize the Steward as a representative of the Union locally and shall inform him prior to the laying off of employees, and/or all Union personnel changes. The Shop Steward shall bring to the attention of the management any hardship on any employee. The Employer shall entertain no complaint involving an alleged breach of any provision of this agreement until the complaining party has given written statement of such complaint to the Steward or delegate.
- (e) A Shop Steward who notified management of his/her intended absence from work in the performance of his/her official duties during the calendar day preceding such absence shall have an absolute right to so absent him/herself. Failing to give such notice, a Shop Steward may absent him/herself from work only if the permission of management has been received. Management agrees that such permission shall be granted to Shop Stewards as a matter of course, save in emergencies or unless management cannot by the exercise of reasonable diligence provide adequate replacements.

SECTION 7: VISITATION RIGHTS: The duly authorized officers and Business Agents of the Union shall be permitted to enter the Employer's premises during all working hours. Duly authorized representatives of the Union (Delegates) shall have access to all timecards and time clocks.

SECTION 8: CHECK OFF: The Employer, if authorized by each individual employee, will deduct from his/her wages a sum equal to such employee's dues and/or assessments to the Union and remit the same to such Union at such time as mutually agreed upon, it being understood that this provision is subject to all the applicable requirements of the Labor-Management relations Act, 1947.

SECTION 9: PROTECTION OF RIGHTS:

- (a) It shall not be the duty of any employee nor shall any employee at any time be required to cross a lawful primary picket line, and refusal of an employee at any time to cross a lawful primary picket line shall not constitute insubordination or cause for discharge or any disciplinary action.
- (b) The foregoing shall be operative only to the extent permitted by law. Nothing herein contained shall be construed to be a contract or agreement, express or implied, which in any manner violates any Federal or State law as presently enacted, or as amended or interpreted during the term of this contract.
- (c) In any event, however, to the extent that this section shall be determined by a court of competent jurisdiction in any manner to violate Federal or State law as presently enacted, or as amended or interpreted during the term of this contract this section shall be inoperative, unenforceable and void.

SECTION 10: STRIKES AND LOCKOUTS: No strikes, lockouts, walkouts, or slow-downs shall be ordered, sanctioned or enforced by either party hereto against the other during the life of this agreement, except as against the party failing to comply with the decision and order of any arbitrator handing down a decision or making an award pursuant to Article III, Section 3, hereof.

ARTICLE II - WAGES - HOURS OF WORK - PAY PROCEDURES

SECTION 1: WAGES: The schedule of Wages to be in effect during the term of this agreement is set forth in Schedule "A", attached hereto and made a part hereof.

New Hire employees in Craft Group I: Production Operators, will start at \$3.00 less than prevailing wage. An increase of \$1.50 per hour will be effective on 1st anniversary of date of hire, or the successful certification of a total of 5 major units of operation including ILP and Tower, (whichever comes first) a second increase of \$1.50 per hour will be effective on 2nd anniversary of date of hire or the successful certification of a total of 8 major units or operation including ILP and Tower, (whichever comes first). Wage increases described herein will take effect on January 1.

SECTION 2: PERSONALIZED RATES: All employees who during the week prior to the effective date of this contract, enjoyed wages above the wage schedule set up in the agreement between the Union and the Employer shall receive for work in the same craft the same amount above the wages set up in the foregoing schedule.

SECTION 3: TRANSFER:

- (a) Employees working in higher classifications shall work in lower classifications without loss in pay.
- (b) When an employee is transferred by the Employer from one class of work to another class of work carrying a higher rate, the employee shall be paid the higher rate provided however, that the employee works a minimum of four (4) hours in any one day, in which case he/she shall be paid the higher rate for the entire day, or that the employee works a minimum of twenty-four (24) hours in any one week, in which case he shall be paid the higher rate for the entire week.

SECTION 4: SUPERVISORY EMPLOYEES: Supervisory employees may instruct new employees to adjust machines or equipment and engage in inspecting production runs. It is agreed that this work shall not be performed for the purpose of depriving any Union employee of work opportunities.

Any supervisory employee engaged in the above and proven to be depriving any Union employee of work opportunities can be subject to a grievance, under the grievance procedure, Article III.

SECTION 5: WORKWEEK:

- (a) The normal work week shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week, exclusive of such time as shall be set up for lunch hours.
- (b) Each employee shall be granted two (2) consecutive days of rest in each workweek. This excludes employees with Sunday-Monday days off and those employees participating in the Monday-Sunday rotation program.
- (c) There shall be one-half hour for lunch to be taken as near the middle of the working time as possible. Except with the consent of the employee, no lunch period shall commence less than three and one-half (3½) or more than five and one-half (5½) hours after the commencement of work.
- (d) If due to coverage or other issues management requires a mechanic to remain on the premises while taking their lunch break, the 30-minute lunch will be paid at straight time as worked time. The same shall apply to other craft groups in the unlikely circumstance that management restricts an employee as above.
- (e) Each employee shall be allowed a ten (10) minute rest period during the first part of the shift and ten (10) minute rest period during the second part of the shift with pay. The time to be taken off shall be arranged between the management and the

employees and different times for rest periods may be allotted to the several employees.

- (f) All employees for whom any change in reporting time is intended shall be notified at least seventy-two (72) hours in advance where possible.

SECTION 6: OVERTIME:

- (a) All employees required to work any period in excess of eight (8) hours daily, or all hours worked in excess of forty (40) hours within the workweek shall be at the rate of time and one-half. All straight-time paid is considered as time worked.
- (b) Employees called in and reporting for work earlier than their normal starting time, who work continuously into their regular scheduled hours, will be permitted to work their complete regular shift hours and will be paid overtime at the rate of time and one-half times the regular hourly rate for the extra hours worked.
- (c) All hours worked by an employee on his/her regular scheduled day of rest shall be paid at the rate of time and one-half.
- (d) No employee is to accept time off for overtime worked.
- (e) An employee who volunteers or signs up for overtime work and who is assigned overtime work, shall perform the assigned work regardless of the nature of the work.
- (f) PROCEDURE: CRAFT GROUPS I, II, III, IV, V

The procedure approved by the Union and Company is attached as an addendum. The Union and Company will meet to modify same if needed.

SECTION 7: NIGHT DIFFERENTIAL: Employees working between the hours of 3:30 PM and 7:00 AM shall receive seventy (70) cents per hour above the scales specified herein for each hour of work performed during such period, but those who work 50% or more of their time in any day between 3:30 PM and 7:00 AM shall be paid for all hours worked that day at the premium rate, and if they work 50% or more of their workweek at the premium rate, they shall receive the premium for the entire week.

SECTION 8: MINIMUM CALL: A qualified senior employee recalled for work after they have left the premises shall receive time and one-half (1½) for the additional work performed, but not less than a minimum of six (6) hours straight time pay.

SECTION 9: EMPLOYEE MEETINGS: Employees will attend all necessary company meetings as indicated on their regular day of work. Meetings at which attendance by employees is voluntary ("Voluntary Meetings"), including but not limited to benefits open enrollment meetings, which are held outside, before or after scheduled

shifts shall be unpaid events. Any employee choosing to attend a meeting other than a Voluntary Meeting on their regular day of rest will receive two (2) hours of overtime pay.

A minimum of ninety-six (96) hours notification will be provided for all meetings except in the case of an emergency or pressing business need such as, but not limited to, meetings with headquarters personnel. The Employer will provide notice of such meetings to the Shop Stewards.

Meetings will be scheduled as follows:

Third Shift	-	10:00 PM*
Second Shift	-	2:00 PM
First Shift	-	3:30 PM

* Training & informational meetings for Third Shift employees may alternatively be scheduled at the end of their normal shift (7:30 AM).

As an exception due to special circumstances the Company may schedule a 2-hour necessary company meeting to accommodate an external trainer or other circumstance. It is expressly agreed that this would be an exception only and that the usual one-hour training format and scheduling process defined above will be the primary training/meeting schedule. The Company will post notice 3 weeks in advance of any 2-hour necessary meeting.

For a 2-hour necessary meeting, the schedule will be as follows (unless mutually agreed otherwise by the Union leadership and Company):

Third Shift	-	9:00 PM
Second Shift	-	1:00 PM
First Shift	-	3:30 PM

SECTION 10: EMPLOYEE TRAINING:

- (a) Employee will attend all company training as indicated on their regular days of work. Employees are ineligible for overtime on the shift prior to the training but have the option to work overtime after the session if desired by the Employer, provided the employee can cover at least 6 hours of the shift.
- (b) Employer may implement various training programs, including but not limited to those training programs mandated or required by state or federal law or regulation. Such training would be scheduled and completed during scheduled work shifts. If and to the extent that training programs require access to computer resources, an employee may not be disciplined for failure to complete such training caused solely by the lack of available computer resources or issues outside of an employee's direct control.

SECTION 11: VACATION RELIEF PERSONNEL: Employees working as vacation relief shall receive one dollar (\$1.00) per hour above the scales specified here in for each

hour of work performed. Craft Group I vacation relief personnel must know at least six (6) of the basic pieces of equipment with the understanding that they would learn the 7th basic piece within the contract period.

SECTION 12: PAINTERS - SHUTDOWN WEEK; An employee of any craft working as a Painter during the shutdown week shall receive one dollar (\$1.00) per hour above the scales specified herein for each hour of work performed during this period. Employees scheduled or assigned to work in their craft cannot bid for a painter's assignment.

SECTION 13: TRAINERS; Union employees who train new hires or any employee on first qualification of equipment shall receive one dollar (\$1.00) per hour above the scales specified here in for each hour of work spent on training same. If 2 trainers are on the same equipment each receives the training pay for the number of total hours of actual training. Selection of trainers is at the discretion of the Employer.

ARTICLE III - DISCIPLINE AND GRIEVANCE

SECTION 1: DISCIPLINE:

- (a) For any reason, if disciplinary action may be taken against an employee, the action must be taken within 7 worked days (by the employee involved) from the date the infraction occurred or is discovered. If not completed timely, it shall be null and void.
- (b) An employee cannot be disciplined or written up for a near miss/STOP observation excepting the case where the employee's supervisor/manager observes/reprimands an employee for unsafe behavior and subsequently the supervisor/manager captures the event in a near miss/STOP observation document.
- (c) An employee who is engaged in training a trainee may not be disciplined for an error performed by such trainee during the training and prior to the trainee's competency certification regarding the equipment on which the trainee's error occurred.
- (d) An employee cannot be discouraged from reporting an accident or penalized for reporting one. However, an employee may be disciplined for unsafe acts whether or not they result in an injury or loss of property (excluding near miss/STOP observation events).
- (e) For discipline subject to the progressive discipline process the following steps have been established. (There are separate discipline progression ladders for Attendance issues and Performance issues):

The **5-Step** progression ladder for **Performance** issues is as follows:

STEP 1 - Verbal Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violations will result in further disciplinary action up to and including termination. Any discipline action at this STEP not grieved within 14 calendar days will become final and not open to further challenge.

STEP 2 - Written Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violations will result in further disciplinary action up to and including termination. Any discipline action at this STEP not grieved within 14 calendar days will become final and not open to further challenge.

STEP 3 - Written Warning 2:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violations will result in further disciplinary action up to and including termination.

STEP 4 - Final Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violation will result in termination.

STEP 5 - Termination:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline).

The **4-Step** progression ladder for **Attendance** issues is as follows:

STEP 1 - Verbal Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violations will result in further disciplinary action up to and including termination. Any discipline action at this STEP not grieved within 14 calendar days will become final and not open to further challenge.

STEP 2 - Written Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violations will result in further disciplinary action up to and including termination.

STEP 3 - Final Warning:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning will include notice that additional violation will result in termination.

STEP 4 - Termination:

Requires complete written documentation of the infraction. The documentation must be signed and dated by the supervisor, shop steward and employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline).

(f) **SPECIAL RULES FOR SUSPENSION & TERMINATION STEPS**

The Union and Company agree that except in serious violations leading to discharge (see SECTION 3), it is in the interest of all parties that Progressive discipline suspensions and terminations be reviewed by the Union Business Agent and HR Director or designee prior to the application of the actual penalty. Therefore, the "action" noted above for these steps will be the issuance of the written document within the prescribed time above. At that point the matter will be held over before the penalty is served until such time that the Union Business Agent and HR Director can discuss the issue. No time constraint shall be imposed on this step other than may be agreed by the Union Business Agent and HR Director. During this waiting period the employee will still be subject to further

progressive discipline should he commit another violation. If no agreement is reached to reverse the suspension or termination discipline, the Business Agent will have thirty (30) calendar days to formally request an arbitrator on the matter or the penalty imposed becomes final and not subject to further appeal. Also, if no agreement is reached, the HR Director will notify supervision and the penalty will be initiated within 5 working days unless there is a mutually agreed to extension by the HR Director & Business Agent.

(g) EXPIRATION OF DISCIPLINE

Progressive discipline will be maintained on a 12-month rolling calendar. A given step in the process will expire on its anniversary date the following year. The employee's status within the disciplinary process will drop down one-step each time a previous step expires. Separate discipline ladders are maintained for all performance issues and all attendance issues. The purpose of the progressive discipline process is to resolve problem situations and correct unsatisfactory work habits, not to punish employees. The Union & Company fully advocate that all employees take advantage of the confidential services provided by the Employee Assistance Program to get help and support for issues that might be or could affect your work performance and general quality of life. The EAP contact numbers are 1-800-252-4455 or 1-800-225-2527. Access via the web at www.theEAP.com (Use Employer Name: FrieslandCampina).

(h) ATTENDANCE POLICY & DISCIPLINE

The purpose of the attendance policy is to provide fair and consistent treatment of employee absences and to prevent abuses of the system to the detriment of other employees.

GUIDELINES

Late Arrival for a shift constitutes an Attendance Issue for purposes of discipline as outlined herein.

Each day of absence uses one Personal Day (all Personal Days are now unscheduled Personal Days - see ARTICLE IX).

For the purpose of Attendance Discipline, excessive absenteeism is any unpaid time off not covered by an approved NY State Disability, approved Worker Compensation event or any time off covered by an approved and properly documented FMLA event.

To assure fairness in application of this policy, at the 'floor level' this is a no-fault policy meaning that no excuses are accepted by the Supervisors or Stewards. Regardless of the reason (if any is presented) the next appropriate step in the disciplinary process is administered by the Supervisors subject to the controls in section (e) above. For extreme hardship or catastrophic events, the employee in question can submit a "Hardship Appeal Form" which will be reviewed by the

Business Agent of the Union and HR Director or designee to decide if an exception is warranted as a special case. (In some obvious cases the HR Director may unilaterally make the exception & notify the Union Business Agent after the fact). An employee may submit a Hardship Appeal for any absence including those for which the employee has available Personal Days to cover. However, the employee must file the appeal promptly on their return from the absence.

Once an employee uses all of their available Personal Days each absence thereafter results in a step in the 4-Step Attendance Discipline ladder.

Note: Vacation Days cannot be used to avoid discipline due to unscheduled absences. The discipline level continues into the next calendar year and the steps expire using the rolling 12-month calendar method mentioned above.

To limit abuse of the system, cases or patterns of abuse may be handled outside of these guidelines at the HR Director/Business Agent level.

HOLIDAY ABSENCE: An employee who calls in (absent) on a scheduled Holiday forfeits the 8 hours Holiday pay, receives a continuous 3-week suspension without pay, timing at the Company's discretion and receives one step on the Attendance Progressive Discipline ladder subject to review of a "Hardship Appeal".

SECTION 2: GRIEVANCE: "Employees are encouraged to bring payroll error issues to the supervisor's attention immediately since straightforward errors can be corrected without filing a grievance. For other matters employees are encouraged to discuss any issues with their steward and supervisor prior to resorting to a written grievance. Written grievances are assigned a sequential number for tracking purposes. Any employee shall file any grievance he/she may have in writing with the Steward who within seven (7) days after the grievance has occurred shall present said grievance in writing to the Supervisor who will date and initial it as received and return a copy to the Steward. If the situation warrants, the Supervisor will call a meeting with the employee, Steward and other involved parties to discuss the merits and details of the grievance. Within ten (10) days of original receipt of the grievance a written response will be presented to the Union. Any grievance not responded to in a timely manner at this level will automatically be bumped up to the next level.

At the Second Step the Grievance will be discussed and reviewed by the HR Director and the Union Business Agent. This meeting will occur within two weeks unless time is extended by mutual agreement by the Union Business Agent and HR Director. Grievances not resolved at this level can be submitted to Arbitration as described in SECTION 4.

SECTION 3: DISCHARGE: The Employer may discharge or discipline any employee on one of the following grounds:

- (a) dishonesty as related to money or materials,
- (b) under the influence of liquor or drugs while on duty,
- (c) violation of local or state health code,
- (d) direct refusal to obey orders given by the proper party, unless such order jeopardized life or health,
- (e) deliberately vandalizing property or equipment.
- (f) threatening, intimidating or discriminatory behavior
- (g) Intentional falsification of documentation

Appeals necessary on the unsettled grievances shall be made by the Delegate to the Manager within seven (7) days after the company representative has rendered his answer to the original grievance.

Decisions on such unsettled grievances shall be made within seven (7) days after they have been presented by the Delegate.

SECTION 4: ARBITRATION: Any and all disputes and controversies arising under or in connection with the terms of provisions of this agreement, or in connection with or relating to the application of any of the terms or provisions hereof, or in respect to anything not herein expressly provided but germane to the subject matter of this agreement, which the representatives of the Union and the Employer have been unable to adjust, shall be submitted for arbitration to an arbitrator selected from a list of arbitrators to be furnished by the Federal Mediation and Conciliation Service in each case. If no arbitrator on such list is mutually acceptable to the parties, the arbitrator shall be designated by the Director of the Federal Mediation and Conciliation Service or his/her duly authorized designee.

The decision of the arbitrator so selected or designated shall be final and binding upon the parties. The fee and expenses of the arbitrator in such cases shall be borne equally by both the parties.

The arbitration procedures herein contained shall be the exclusive remedy for the enforcement of this agreement and the adjudication of any grievances arising hereunder and such arbitration procedures may only be instituted by the Union or Employer.

ARTICLE IV - LAYOFF NOTICE AND PAY

The Employer agrees in the case of layoff of full-time employees, an employee impacted by such layoff shall be given two weeks' notice or two weeks' pay in lieu of notice.

ARTICLE V - UNIFORMS AND EQUIPMENT

SECTION 1: UNIFORMS: The Employer shall supply all uniforms it requires the employee to wear and shall launder and take care of all uniforms required to be worn by plant employees, laboratory technicians and maintenance employees.

The company will supply safety gear as may be required by applicable law at no cost to the employee. The company to supply safety/hygiene footwear per the company policy "Hygiene/Foot Protection Program". All safety footwear must remain on company property.

SECTION 2: EQUIPMENT: In addition, the Employer shall provide respirators and noise abaters where legally required. The Employer will provide three (3) sets of foul weather gear and three (3) sets of winter jackets for use where needed around the plant.

ARTICLE VI - PAID HOLIDAYS

SECTION 1: HOLIDAY SCHEDULE: The following are designated as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and Easter Sunday.

SECTION 2: HOLIDAY PAY:

- a) For each holiday occurring on a regular workday of an employee, he/she shall receive eight (8) hours pay if he/she is not required to work on such holiday.
- b) If any such holiday falls on an employee's day of rest or during his/her vacation, he/she shall receive eight (8) hours if he/she is not required to work on such holiday.
- c) An employee who works on such holiday which is one of his/her regularly scheduled workdays shall receive eight (8) hours of holiday pay and time and one-half (1½) for all hours worked. If the employee works more than eight (8) hours, he/she shall receive double time for all hours worked in excess of the first eight (8) hours. The exception shall be Christmas Day for which all hours worked will be paid at double time and a half (plus the 8 hours holiday pay). For third shift Christmas Day will be the prior Christmas Eve shift and New Year Day will be the prior New Year's Eve shift.
- d) If an employee works one day in a week in which a holiday falls, he/she shall be entitled to holiday pay, unless he/she is scheduled to work and refuses without a valid reason.

- e) If an employee is required to work on a holiday which is one of his/her regular scheduled days of rest, he/she shall receive eight (8) hours of holiday pay and double time for all hours worked.
- f) An employee who calls in (absent) on a scheduled Holiday forfeits the 8 hours Holiday pay, receives a continuous 3-week suspension without pay, timing at the Company's discretion and receives one step on the Attendance Progressive Discipline ladder subject to review of a "Hardship Appeal".
- g) Employee must work regularly **scheduled** shift before and after holiday, to be eligible for holiday pay.

SECTION 3: DAY OF HOLIDAY OBSERVANCE: When a holiday falls on Sunday (except Easter Sunday), Monday will be paid for as the holiday. Prevailing plant practices shall determine for which shifts holiday payment will be made.

SECTION 4: HOLIDAY WORKFORCE SELECTION: If the Company elects to work on any given holiday, the work force will be determined on a voluntary basis. The position will be bid by entire seniority list for each craft group. Junior employees by seniority will be forced to fill any vacant position.

- (a) To minimize the need to force veterans to work on Veterans Day, for force situations on Veterans Day only, a special force seniority list will be used in which collectively "Formally Self-Identified Veterans" have seniority over non-veterans and within that veteran group their relative seniority will determine position on this special force list. (However, volunteers to work Veterans' Day will be determined using the regular seniority list used for holiday work). To be considered a "Formally Self-Identified Veteran" an employee must register by July 1st of the year in question with HR showing proper documentation as required.

ARTICLE VII - VACATION RULES

1. SECTION 1: VACATION SCHEDULE: All employees shall be granted vacation time in accordance will the following schedule:

- Vacation in first year of employment: During the first year of employment by Employer, new employees shall begin to accrue vacation beginning on the first day of employment at the rate of 0.4166 days per month (five (5) days per year annualized). Such new employees would be eligible to use such accrued vacation as follows: (i) such vacation would not vest and such vacation may not be used until after as new employee successfully completes 90 days of employment; (ii) such vacation may not be used during shutdown weeks; and (iii) such new employees would be required to choose from available weeks/days remaining after the completion of normal vacation bidding.

- 2nd calendar year of employment – prorated from 1st year (at the rate of one (1) week's vacation for twelve months of employment.
- 3rd thru 7th calendar year of employment – 2 weeks each year
- 8th thru 13th calendar year of employment – 3 weeks each year
- 14th thru 18th calendar year of employment – 4 weeks each year
- 19th calendar year of employment and beyond – 5 weeks each year

SECTION 2: VACATION PAY: The day's pay for vacation shall be the greater of the following:

1. the employee's hourly rate including shift premium at the time of his/her vacation multiplied by 8; or
2. the employee's gross annual earnings for the preceding calendar year divided by 260 days.

SECTION 3: VACATION RULES:

- (a) Employees who are laid off, join the Armed Forces or resign shall receive a vacation according to any fraction of the year worked, plus a vacation for the preceding year's work, if he/she has not already received it. Any employee will be allowed up to ninety (90) days away for layoff, illness and leave of absence (of which leave of absence shall not be more than thirty (30) days without vacation penalty).

If any employee is away more than such ninety (90) days, he/she shall suffer a pro rata loss of vacation for the additional period away, the pro ration being calculated on a basis of nine months period. If, however, the net vacation credit falls below three (3) working days, then no vacation shall be allowed.

- (b) An employee who has accrued and unused vacation and if and when he/she is laid off, resigns or is discharged, shall be entitled to receive payment for such accrued vacation.
- (c) Any employee on leave because of illness at the time of his/her regularly scheduled vacation may upon his/her request accept payment in lieu of vacation, provided that if the acceptance of such payment would prejudice the employee's rights under any Mutual Benefits Plan or under the Worker's Compensation laws, the employee shall be so informed by the company at the time the request is made.

SECTION 4: VACATION BIDDING:

- (a) Vacation bidding will be initiated annually on or about November 1 and be completed no later than December 31. Seniority lists together with vacation lists in each craft group shall be posted at least two (2) weeks before the start of the

vacations. Seniority in each craft shall prevail in the picking of available vacation periods, which shall be open for selection throughout the full calendar year, except that:

1. the plant will either shut down for one (1) week during the period from the first full week in July through the second full week in August.
 2. three (3) production employees per week to take vacation during the full calendar year. Starting January 1, 2004, four (4) production employees may take vacation during weeks of Delaware County Fair and Christmas,
 3. one (1) maintenance employee per week to take vacation,
 4. one (1) laboratory employee per week to take vacation,
 5. one (1) warehouse employee per week to take vacation.
- (b) Vacation periods which become vacant as a result of illness, layoff, or other causes shall be posted for bidding and shall be awarded to the senior bidder within the craft group.
- (c) Any deliberate juggling or arranging of vacation schedules by an Employer in order to deprive an employee of his/her earned vacation credit shall be a violation of this agreement.
- (d) An employee on vacation is privileged to bid by proxy.
- (e) Employees who have two (2) weeks or more of vacation time due may elect to split the additional week or weeks in accordance with their seniority. Vacation periods which become vacant as a result of illness, quit, or discharge shall be posted for bid and shall be awarded to the senior bidder and his/her days shall be posted for bid.
- (f) One (1) maintenance employee may take vacation during the weeks of plant shutdown.
- (g) Employees will be allowed to bid one week of vacation in days following the procedure identified below.
- (h) Employees who have five (5) weeks or more of vacation time may elect to take up to two (2) weeks in days following the procedure identified below.

PROCEDURE FOR BIDDING VACATION IN DAYS.

1. Employee must indicate his/her desire to bid one week of his/her vacation in days at the time of his/her regular vacation bidding. Once the decision has been made, the employee cannot change his/her decisions.
2. Vacation days will be allowed as follows:
 - a. One person per Craft Group per day for Craft Groups II, III, IV, and V (Laboratory, Maintenance, Warehouse and Porter)

- b. One person per shift per day in Craft Group I (Production Operators). At the Supervisor's sole discretion, the supervisor may allow an additional person per shift.
- 3. 24 hours' notice requested on written form provided by the Company.
 - a. Employee will pick up the form from his/her supervisor.
 - b. Employee will return the completed form to his/her Supervisor.
 - c. The Supervisor will sign the form with date and time received.
 - d. Date and time received will determine awarding of vacation day.
 - e. The Employer will review and decide each request for vacation based on the Employer's business requirements and discretion. If a vacation request is granted, the particular employee will be so notified by his/her supervisor.
- 4. Vacation days will be awarded on a first come, first served basis.
- 5. Vacation days must be taken in open weeks in the vacation schedule for the Craft Group.
- 6. There will be no carry-over of days. Management will post usage report on a bi-weekly basis.
- 7. Employees who voluntarily bid to work a shutdown week cannot bid single vacation days during that week.
- (i) Employees who have three (3) weeks or more of vacation time may elect to be paid for unused vacation time payable on or about December 15 of each contract year. If time is taken after payout the hours will be deducted from the next year's allotment of vacation time. It is required that the employee take at least two (2) weeks off during the calendar year in order to be eligible for this payout.

ARTICLE VIII - LEAVE OF ABSENCE

- 1. An employee may be granted a reasonable leave of absence without pay for either personal or medical reasons, with the assurance of old position and seniority rights upon return. A leave of absence for personal reasons and/or any leave of absence for medical reasons must be approved by the Employer. Any available FMLA time must be expended at the start of any leave granted under this section. A leave of absence without pay not to exceed six (6) months may be given to an employee because of illness or personal reasons.
- 2. Upon return if physically and mentally fit, such employee shall resume old position with full rights. A leave of absence, regardless of reason, has a maximum duration of six (6) months at which point the employee will be terminated with loss of seniority. However, in special cases, upon mutual agreement between the Union and the Company, a leave may be extended without setting precedent for any future cases.

In the event a dispute arises by reason of the Employer's refusal to allow an employee to work because the conclusion reached by the Employer's doctor differs from the conclusion of the employee's doctor, the employee involved shall thereupon be examined by a third doctor to be mutually agreed upon and selected by the two doctors aforesaid or

failing agreement by a doctor designated by the President of the County Medical Society wherein the dispute arises. The report of the third doctor as to the physical condition of the employee shall be final and binding upon the parties. Costs of the third doctor shall be borne equally by the parties. An employee who is found entitled to return to work pursuant to the above procedure, and who has been prevented from working because of the conclusion of the Employer's doctor shall be reimbursed for all time lost as a result of the Employer's decision; compensable time lost shall accumulate only from the time when the Employer is presented with an opinion from the employee's doctor which differs from the opinion of the Employer's doctor.

An employee must report to the Employer on the first Monday of the new month during any leave of absence, illness, or extended time away from work. The employee must keep the Employer informed of the status of his/her absence and of any projected date for returning to work.

NYPFL - If you need to take time off from work to care for a family member, you may be entitled to paid family leave benefits. For more information, contact Human Resources.

ARTICLE IX - PERSONAL DAYS

All Personal Days are Unscheduled Personal Days.

All employees who have completed one (1) year of service with the company will be entitled to twelve (12) paid Unscheduled Personal Days per year. All employees who have completed ten (10) years or more of service with the company will be entitled to thirteen (13) paid Unscheduled Personal Days per year.

Road Closures for Inclement Weather: In the event that roads in an employee's home county or a county through which he/she travels to work are closed by governmental order because of inclement weather, such employee would be excused without pay from his/her scheduled shift without incurring an attendance infraction.

An incentive will be added for employees who formally give at least 72 hours' notice of when they intend to take an Unscheduled Personal Day: Upon taking the day as notified, the employee will be paid 12 hours for that day (There are no bumping or other constraints on these days as they technically remain Unscheduled Personal Days). Employees must follow the formal written process for this notification to be eligible for the incentive pay.

An incentive will be added for employees who do not use all of their Personal Days during the year. They will be paid out (at year end only) at 16 hours per day surrendered.

Any employee who voluntarily bids to work a shutdown week is prohibited from using a Personal Day during that week. In the event that employee suffers a significant illness or hardship they will be required to present documentation which will be evaluated at the

HR Director/Business Agent level. Any such day taken without proper and accepted documentation will result in a step in the Attendance Discipline Ladder.

Hardship and Abuse cases will be dealt with at the HR Director/Union Business Agent level.

1. Approved FMLA/NYPFL time shall not be charged against personal days. Properly reported worker compensation injuries shall not be charged against an employee's attendance (discipline) record. An employee will be allowed at the employee's option to use available vacation or Personal Days to cover part or all of the unpaid first week for a worker compensation lost time injury, approved FMLA leave, or NY State Disability leave and will not reserve unpaid days for later use. Additional vacation or Personal Days can be used to supplement benefits as permitted by law or statute.
2. A medical situation involving admission as a patient to a hospital shall not be counted against an employee's discipline record. This does not include Emergency Room visits that do not result in either being admitted to the hospital or an extended period of treatment/observation in the Emergency/Observation Ward for a serious illness or injury.

Personal days will be granted in four (4) hour increments to be taken at the beginning or end of the shift.

Anyone hired in the current contract year will automatically be entitled to two (2) Personal Days. If hired before July 1st, the employee will be granted three (3) additional Personal Days after completion of probationary period. The year following their hire they will be entitled to eight (8) Personal Days.

In the event such personal days are not used by the end of the contract year, the Employer shall grant at the premium incentive rate of 16 hours pay to each employee for each unused personal day payable on or about December 15 of each contract year. If time is taken after pay out, the paid out personal days can be taken under the existing rules and restrictions as unpaid days for the balance of the month of December. However, for each unpaid day taken after the incentive payout, the incentive portion of 8 hours pay per day will be recouped by the Company in the next available payroll.

BANKED PERSONAL TIME:

Purpose:

To give employees the opportunity to carry over personal time into the new contract year to help cover long term illnesses and extenuating personal circumstances.

Procedure:

Employees will have the option to be paid out for personal time by the 15th of December or to have the balance carried over into the next year.

Hours/days can be carried over to a maximum of 120 hours/15 days.

Employees will make a formal written request to use banked time.

If there are extenuating personal circumstances (for example a family illness) the Union and Company must agree on the use of banked time.

Restrictions:

Banked time can only be used for extended absences (greater than 2 days) due to illness/disability or other extenuating circumstances.

ARTICLE X - BEREAVEMENT - JURY DUTY PAY - ACCIDENT

SECTION 1: BEREAVEMENT:

5 Days - Immediate family is defined as:

Spouse or Domestic/Civil-Union Partner
Children or custodial stepchildren
Parent or stepparent

3 Days - Extended Family:

Sibling (brother, sister)
Father in-law
Mother in-law
Grandparents
Grandchildren

1 day - Distant Family:

Sister in-law
Brother in-law
Great Grandparent
Spouse's Grandparent

All days should be used consecutively. One day may be held for the day of the Funeral/Memorial Service (which may be held at a later date) with written proof.

SECTION 2: JURY DUTY PAY: Employees who are required to serve on a jury shall be reimbursed by the company for any loss in pay. Employees shall be paid their base rates for eight (8) hours each day, less the jury fees received by them. Company reimbursements for jury duty shall be paid only upon presentation of proof of jury services and amounts received. Employees scheduled to work on the third shift shall be excused the day in which jury duty is served. The company is to receive notification as soon as the employee receives the initial Jury Notice.

SECTION 3: ACCIDENT: Any employee having an accident while working and is unable to return to work as a result of a doctor's written recommendation shall be compensated for the entire day on which the accident occurred.

ARTICLE XI - CRAFT RULES

SECTION 1: CRAFT GROUPS:

Group I -	<u>Plant:</u>	1. Operators 2. Lead Person
Group II -	<u>Laboratory:</u>	Technician
Group III -	<u>Maintenance:</u>	Maintenance Mechanics (steps 1 through maximum) Maintenance Specialist
Group IV -	<u>Warehouse:</u>	Operators Lead Person Vacation Relief
Group V -	<u>Open:</u>	Porter

SECTION 2: NEW CRAFTS: If a new craft is created, the rate of same is to be negotiated between the Company and the Union, and if such rate cannot be mutually agreed upon, the determination of the rate shall be subject to the grievance procedure or arbitration.

SECTION 3: JOB DEFINITIONS:

GROUP I - OPERATORS: Employees in any one of the following classifications: Hydrolysate Operator. For operators hired after December 1, 2009, continued

employment with the Company is dependent on successfully completing the requirements of the training program within the first two years of employment, successfully recertifying on an on-going basis thereafter and actively participating in the Company's continuous improvement programs. As of January 1, 2013, the Tower and ILP will be defined as two separate pieces of equipment and the requirements above will be amended to maintain the same number of required pieces of equipment in addition to these two items.

For operators hired prior to December 1, 2009 (other than those operators who successfully bid into the M-F 1st shift warehouse positions) any equipment qualification issues will be addressed at the Business Agent / HR Director level.

GROUP I - LEAD PERSON: Will have the responsibility to provide direction to a group of employees in order to ensure that an assignment or project is completed, but will not be responsible for imposing discipline. Vacancies in this position shall be posted for 72 hours and shall be subject to bid by bargaining unit employees. The company has the discretion to select the most qualified bidder to fill the vacancy.

If a Lead Person observes a union employee engaging in activity that would ordinarily be covered under Article III – Discipline, the following procedures should be followed:

First Occurrence: Infraction is brought to the attention of the Shop Steward. Shop Steward reviews incident with employee and employee is directed that such actions are inappropriate and are subject to action by the Employer.

Second Occurrence: Infraction is brought to the attention of the Shop Steward. Shop Steward notifies the Union Officer. Union Officer counsels the employee regarding incident and notifies management that he has counseled with the employee.

Third and all subsequent Occurrences: Lead Person notifies Management and the Shop Steward. Management may take disciplinary action as detailed in Article III.

GROUP II - LABORATORY TECHNICIANS: Any employee who can and shall perform all required analysis and quality control functions.

GROUP III - MAINTENANCE MECHANICS: Employees who can with, or without supervision, diagnose and repair plant machinery and equipment. Such employees may be slotted at an appropriate pay step with the opportunity to advance as provided below in accordance with their ability to perform without supervision. Advancements from step to step shall be completed within 3.5 years of date of hire or start of new contract until the employee reaches the maximum rate provided that the following requirements are met:

1. improved work performance to level satisfactory to maintenance supervisor.

2. enroll in a related training school program (to be paid for by the company) on the employee's own time and maintain satisfactory attendance and grades.
3. have on hand personal tools as set forth in tool list furnished by the company.

Handwritten notes, reviewed by manager, can be used when taking tests.

Exceptions to the timeframe must be agreed upon between the union and management.

Any mechanic with one year service shall be subject to the bidding procedure for shifts.

GROUP III - MAINTENANCE SPECIALIST: Maintenance Mechanic to receive additional training in a given area of expertise as defined by the company with the objective of mastering and practicing the necessary skills in the facility. Vacancies in this position shall be subject to bid by bargaining unit employees. The company has the discretion to select qualified bidder to fill the vacancy.

GROUP IV - Warehouse: Warehouse operator is responsible for operating lift trucks and/or hand trucks move or hoist materials to proper departments or area. The position also verifies and keeps records on incoming and outgoing shipments and prepares items for shipment.

Warehouse Lead Operator is responsible for operating lift trucks and/or hand trucks move or hoist materials to proper departments or area. The position also verifies and keeps records on incoming and outgoing shipments and prepares items for shipment.

Vacation Relief is responsible for vacation coverage within craft group, weekend coverage, and other flexible scheduling as necessary.

GROUP V - Porter (Open): Employee who is responsible for cleaning company offices and performing other custodial duties as assigned.

SECTION 4: LIGHT DUTY

- (a) The company has the right to set full time light duty assignments for employees who for medical reasons are unable to perform all duties of their assigned classification. These assignments will not displace any regular employee. Before scheduling any light duty assignments, a written note from the physician stating limitations of employee is required.
- (b) All elements of the light duty assignments including selection of participants, numbers of participants, type of work, nature of duties to be performed, hours of work and length of the assignments will be in the sole discretion of the Company. However, all elements of each individual assignments will be reviewed with the Union representative prior to the start of the assignments.

ARTICLE XII - SENIORITY, LAYOFF AND BIDDING RULES

SECTION 1: GENERAL SENIORITY RULES:

- (a) Seniority shall prevail in all cases applying to shift changes, vacation picks, and layoffs, except that the employee to be changed must be qualified.
- (b) Whenever a layoff occurs in any craft group, the most junior employee in the craft group shall be laid off.
- (c) Employees laid off through seniority shall be rehired in the order of their seniority. Any such employee rehired within two (2) years shall be given continued seniority. Resignation or discharge shall constitute a break in seniority. Seniority shall start anew upon re-employment.

SECTION 2: BIDDING:

- (a) Vacancies in all positions shall be posted for seventy-two (72) hours and shall be subject to bid by employees within the craft group. The senior bidder if qualified in the craft group in which the vacancy occurs, shall be given the vacant position. Senior employees if qualified, are to be trained to fill such positions. If no senior qualified employee is willing to train, the Employer may train a qualified junior employee.
- (b) The Employer shall designate job classifications, hours of work and days of rest on all posting.
- (c) All successful bidders shall be notified of the bidding results immediately (within 24 hours) after the close of the bidding period. Appointment of these successful bidders to their new jobs shall take place within a fourteen (14) day period after the close of the bidding, excluding new hires (trainees), see (c-1) below.
 - (c-1) New Hires (Trainees):

Ninety (90) working days (based on 5 workdays a week and does not include overtime) after an employee's (trainee's) date of hire, his/her position will be put up for bid in accordance with the union contract. He/she will be given the right to bid any position in accordance with the current seniority system. If the trainee is awarded the position, He/she will not transfer to said position until he/she has been deemed a qualified operator by management as per the current training program in place at the time of qualification. Management will assign new employee's shift and days off to aid in their training. Once deemed qualified, management will transfer the successful bidder per Article XII, Section 2, Bidding (c).

- (d) Successful bidders moving into a new job assignment shall not be eligible to bid for another vacancy for a one (1) month period, provided the position they were awarded by their successful bid has not been eliminated.
- (e) Employees who lose their scheduled hours and days of rest as a result of a plant layoff shall be given the opportunity to select new positions vacated as a result of the layoff in accordance with their seniority.

SECTION 3: QUALIFICATIONS FOR BIDDING: In the bidding for vacant positions, the Company shall determine the qualifications of the prospective bidders to perform the job properly subject to the Union's right to grieve and petition for arbitration under Article III, Section 2 and 3.

SECTION 4: TRANSFERS OUTSIDE OF CRAFT GROUP:

- (a) An employee who desires to transfer to another craft group shall notify his supervisor in writing or apply on-line via Company website (Horizon). A copy of the transfer request form shall be sent to the personnel office.
- (b) When a permanent vacancy is to be filled and the procedures called for in Section 2 of this Article have been exhausted, the Company shall consider the applications on file and determine the successful applicant if qualified in accordance with seniority. The successful applicant so selected shall be transferred to the vacant job provided that where the efficiency of an operation may be affected, such transfer may be delayed for a reasonable period until a replacement is trained.
- (c) A successful applicant will not be eligible to file a transfer request for a period of twelve (12) months after being transferred to a new craft group under this procedure. Exceptions to time period can be agreed upon between union and management.
- (d) If the successful applicant so selected does not complete the prescribed course of training within the allotted time the Employer shall reserve the right to transfer such employee to his or her former craft.
- (e) Seniority in the new craft group for all purposes except for vacation entitlement, shall commence anew on the date the employee enters the new craft group or reverts to his or her former craft group.

SECTION 5: CRAFT GROUP BIDDING: Complete bidding of each Craft Group in 2023 and every two (2) years thereafter with the following procedure:

1. By June 1st, the Company will prepare and present a list of existing positions (shift and days of rest) for each craft group to the Union membership.
2. Selection by seniority for each Craft Group will be completed by July 1st.
Note: Employees will have three (3) hours to make their choice once notified.
3. New shift roster will be posted prior to shutdown week or as mutually agreed to by the Union and Company.
4. New Schedule will go into effect upon startup following shutdown week or as mutually agreed to by the Union and Company.

SECTION 6: ROTATIONAL BIDDING FOR CRAFT GROUP 1:

a) There will be a rotating position on 1st, 2nd and 3rd shift with Monday & Sunday off. The following rules will apply:

1. Those positions apply only to production employees who currently do not have part of the weekend off and wish to participate in the rotation schedule.
2. Management will continue to define available shifts for bidding to assure balanced labor as required to meet business needs.
3. No cross bidding between shifts. (Senior employee from another shift not eligible).
4. Vacation relief personnel cannot bid into the rotation.
5. Bidding will occur with regular bidding process.
6. Rotation will be set up by seniority for those bidding to participate in this rotating shift. There will be a limit of 2 rotating spots per shift awarded based on seniority. The schedule will be posted following the bidding process and that schedule will be in effect until the next bidding. If a person who bid into the rotation schedule opts out prior to the next bidding that spot will not be filled until the next regular bidding process except with a person who was denied the rotation at the previous bidding."

SECTION 7: BARGAINING UNIT MEMBER: Any Bargaining Unit member who is promoted into management may return to the Bargaining Unit within (3) months of his/her leaving with no loss of seniority. If the Company allows a person to return to the Bargaining Unit after 3 months, they would lose seniority rights.

ARTICLE XIII – PENSION AND HEALTH INSURANCE PROGRAM

The industry and Local 338 Pension Program as set forth in the Agreement and Declaration of Trust executed by the parties and in the resolutions and minutes of the Trustees presently existing or hereafter amended in accordance with the said Agreement

and Declaration of Trust, shall be in full force and effect commencing on the effective dates as follows for the term of this agreement, except as limited below.

SECTION 1: PENSION:

The Company's total pension contribution will be as follows:

Effective January 1, 2022: \$290.00 per week per employee

Effective January 1, 2023: \$299.02 per week per employee

The Employer shall pay the aforesaid Pension contributions for each and every hour paid for up to a maximum of forty (40) hours per week, and not to exceed 2,080 hours per year for each of the employees covered by this agreement. The minimum number of hours per week for which contributions are to be made shall be forty (40) per week, except that an Employer shall not make such contributions for any period in which an employee was absent from work without pay. Payments shall be made promptly on the 15th day of each month covering all payroll periods ending during the preceding calendar month.

Company reserves the right to review and negotiate with Teamsters Local 317 regarding Teamsters 338 pension plan.

SECTION 2: HEALTH INSURANCE PROGRAM:

- (a) Effective January 1, 2022, the New York State Teamsters Council Health & Hospital Fund ("Union Fund") will provide Members with Health Insurance coverage as follows:
- (b) Medical, Dental and Vision Insurance: The Union Fund will make available to Members the Union Fund's health and welfare package. During the term of this Contract, the Union Fund will be exclusively responsible for the provision and determination of such benefits to Members. During the term, the Employer shall fund the premiums for such insurance coverage as follows:
 - a. the Employer shall be financially responsible for the full monthly premiums for such coverage up to and including the amounts of the Union Plan Premiums outlined below for each Member who elects to receive the coverage.
 - b. Union Plan Premiums for the Term of this agreement are as follows:

2022:

- Family – \$1,561.52/Mo
- 2 Person – \$1,136.02/ Mo

- Single – \$568.84/ Mo

2023:

- Family – \$1,632.50/ Mo
- 2 Person – \$1,187.68/Mo
- Single – \$594.67/Mo

- c. The Employer shall provide Members with a Health Reimbursement Account (HRA) solely as a vehicle to fund the payment of deductibles and/or out-of-pocket maximums under the Union Plan. Specifically, the Employer shall, to the extent permitted by applicable law and regulations, the provide Funding on an annual basis during each calendar year of the Term as follows: (a) an amount up to \$3,600 per Member who selects individual coverage by the Union Plan; and (b) an amount up to \$7,200 per Member who selects employee-and-spouse, employee-and-child or family coverage under the Union Plan. The HRA accounts will be provided and managed by a vendor selected by the Employer and use of the funding by Members shall be done in accordance with rules and procedures established by the HRA vendor.
 - d. Balances of HRAs provided by the Employer prior to the Effective Date of this Agreement will be cashed out and paid to employees in or about February 2022 less applicable taxes and withholdings.
- (c) Early retirees: the Employer will continue to support the current early retirees and any early retirees who may take early retirement on or before December 31, 2022, up to age 65, as follows: (1) early retirees would be responsible for the first \$300 of monthly premiums for individual coverage or \$900 for spousal/child/family coverage; and (2) the Employer would be responsible to fund the remainder of early retirees' monthly premiums up to maximums of \$825 for single coverage or \$1,650 for spousal/child/family coverage. This benefit would not be afforded to any employee who takes early retirement after December 31, 2022.

ARTICLE XIV – 401 (k)

The Company may institute a qualified compensation plan under Section 401 (k) of the Internal Revenue code during the term on this agreement. The plan would be available on a voluntary basis to all interested bargaining unit employees.

- (a) Under the plan the company would contribute 100% of the amount contributed by an employee to a maximum of 4%, not to exceed \$1000.00 per employee.

ARTICLE XV – TUITION REIMBURSEMENT

Tuition reimbursement for full-time FrieslandCampina Employees who have completed 12 months of consecutive service. Company and IRS guidelines apply see HR for plan details.

ARTICLE XVI – LABOR-MANAGEMENT MEETINGS

To encourage mutually beneficial exchange of ideas, at least monthly, more or less if mutually deemed necessary, the Steward and a Company representative shall meet to discuss items of mutual concerns, and if mutually agreed such meetings may also include the assistant Stewards, Union representatives, and other Company representatives.

ARTICLE XVII – NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, or age (over 18 years), or disability, nor will they limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, marital status or age (over 18 years), or disability, or veterans status.

The Union and the Company agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employees' lawful activity and /or support of the Union.

ARTICLE XVIII – SUCCESSORS AND ASSIGNS

This agreement and the terms and provisions thereof shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

TEAMSTERS LOCAL 317

By: Robert Dunker By: Joseph Cianciullo
ROBERTA DUNKER JOSEPH CIANCIULLO

Title: BUSINESS AGENT

Title: CHIEF STEWARD

By: Joshua Maciatek
JOSHUA MACIATEK

Title: STEWARD

FRIESLANDCAMPINA INGREDIENTS NORTH AMERICA, INC.

By: _____

Title:

President / CFO

Robin Nejad
DIR HR / OFFICER

SCHEDULE "A" – WAGE SCHEDULE:

CRAFT GROUP 1	PLANT EMPLOYEES	Effective 1/1/2021	\$0.75/hour Effective 1/1/2022	\$0.75/hour Effective 1/1/2023
Lead Person:		\$28.53	\$29.28	\$30.03
Operators:		\$27.03	\$27.78	\$28.53
Operator trainee:	Starting	\$24.03	\$24.78	\$25.53
	After 12 months	\$25.53	\$26.28	\$27.03
	After 24 months	\$27.03	\$27.78	\$28.53
CRAFT GROUP II	LABORATORY EMPLOYEES			
Technicians:	Starting	\$25.43	\$26.18	\$26.93
	After 3 months	\$25.68	\$26.43	\$27.18
	After 6 months	\$25.93	\$26.68	\$27.43
	After 9 months	\$26.18	\$26.93	\$27.68
	After 12 months	\$26.43	\$27.18	\$27.93
	Maximum	\$27.03	\$27.78	\$28.53
CRAFT GROUP III:	MAINTENANCE			
Mechanics:		\$27.35	\$28.10	\$28.85
	Step 1	\$27.52	\$28.27	\$29.02
	Step 2	\$27.69	\$28.44	\$29.19
	Step 3	\$27.86	\$28.61	\$29.36
	Step 4	\$28.03	\$28.78	\$29.53
	Step 5	\$28.20	\$28.95	\$29.70
	Step 6	\$28.37	\$29.12	\$29.87
	Step 7	\$28.54	\$29.29	\$30.04
	Maximum	\$28.70	\$29.45	\$30.20
Maintenance Specialists:		\$30.20	\$30.95	\$31.70
CRAFT GROUP IV	Warehouse			
Lead Person:		\$28.53	\$29.28	\$30.03
Operators:		\$27.03	\$27.78	\$28.53
Operator trainee:	Starting	\$24.03	\$24.78	\$25.53
	After 12 months	\$25.53	\$26.28	\$27.03
	After 24 months	\$27.03	\$27.78	\$28.53

ADDENDUMS:

A: OVERTIME PROCEDURE:

Planned Overtime

1. Overtime sheet for the following week will be posted no later than Wednesday of the preceding week.
2. Union members sign up for overtime by signing and dating the overtime slots sheets in the Production Office. If not signed and dated the choice will be voided.
3. Postings are finalized 72 hours before the day of the shift.
4. Employees can sign for the corresponding shift 72 hours out (or greater) in the first half-hour of their shift. The shift 72 hours away will be finalized within the first half of the shift.
5. Most senior employee who signed up for the slot gets the shift. (Example: employee who signs up for double shift on day off, each shift will be awarded to the senior operator.) Overtime is assigned by seniority based on shift and day off. Exception: Holidays; By seniority each employee will be offered an 8-hour shift before overtime is awarded on the scheduled holiday.
6. Those who are present and selected for overtime will be notified.
7. Management will inform those who have days off of their selection to work overtime with a single phone call.
8. Shifts may be split to 4-hour shifts, if 8 hours overtime is needed employees signed up for 8 will be selected first over employees signed up for 4, regardless of seniority.
9. If the need changes after the shift is finalized, the employee is guaranteed the work, if still desired. After the shift is finalized, this becomes a scheduled shift for the employee subject to all stipulations in the contract.
10. Up until the shift is finalized, employees may ask the supervisor to remove them from a shift they signed up for. Employees may not remove themselves from the list. After the shift is finalized, this becomes a scheduled shift for the employee subject to all other stipulations in the contract.
11. If needed overtime is not voluntarily signed up for before the shift is finalized, the overtime will be forced.
12. Forced overtime rotation schedule will utilize a rotating schedule that reverts back to the most junior employee at the beginning of each month. Production rotation will be done by shift seniority. Maintenance and lab will be done by total seniority.
13. No employee will be allowed to work a double shift two days in a row.
14. Trainees will be permitted to work overtime on equipment on which they have been certified to operate.
15. Employees who are scheduled on vacation or personal time shall not be eligible for overtime or forcing, unless they notify supervisor of their willingness to be called.

IMPORTANT: Attendance Discipline steps received under this section will expire in accordance with the contract language in ARTICLE III, SECTION 1(f) since they are part of the single Attendance Discipline Ladder.

Calling in on overtime is subject to attendance rules. This includes the option to use a personal day or incurring an attendance step.

To limit abuse of the system, patterns of abuse may be handled outside of these guidelines by the Company with mutual agreement of the Union Business Agent.

ADDENDA

- A. Post-Accident/Post-Incident Drug and Alcohol Testing Procedure: The Union and the Employer agree that a workplace free from illegal drugs and alcohol is critical to the safety of the operation. To that end, the Employer will develop a procedure for testing of employees who are involved in an accident or safety incident. The Employer will present a policy to the Union for discussion at a future labor management meeting. The Union agrees to support the implementation of such a policy.

B. New Employee Declaration - Operator):

Effective 1/1/2013, The Tower and ILP will be considered two different major units of operation. New operator agreements dated 1/1/2010 to 12/31/2012 (and beyond) will be amended from Tower/ILP as a single unit to Tower and ILP as two units with the same number of additional units (other than Tower & ILP) as were stated in the original document (This will result in no change in the actual requirement level as originally intended). The following is the updated declaration:

New Employee Declaration - Operator

FrieslandCampina Ingredients NA and the Teamsters Local 317 are committed to the continued success of the Delhi Hydrolysates manufacturing site and recognize that the hiring and training of capable new operator employees is essential to our collective future.

Therefore, a training program has been established that includes defined levels of success within the training program as a condition for continued employment with the Company.

Candidates for employment as an operator trainee must read, acknowledge understanding of these provisions and sign off on this document asserting that understanding.

A new employee has levels of certification in the training program that must be met by the 90 (working) day, 1 year and 2-year employment marks. Additionally, employees hired after December 1, 2009, are required to maintain certification on equipment on an on-going basis after 2 years of employment by taking periodic recertification tests according to Company policy. Employees hired after December 1, 2009, who are unable to qualify according to the minimum standards will be terminated from employment on the sole basis of that disqualification. Inability to successfully train and qualify to the established levels is not considered a disciplinary situation and is not subject to the progressive disciplinary process.

The employee will be given the means to track his/her training hours in conjunction with the training program and review hours biweekly with supervision to assure accurate

training hours are documented. Ultimately, supervision's tracking of training hours will be considered the official record for the purposes of monitoring and enforcing these training requirements.

Employees terminated under this process will not be eligible to apply for employment with the Company. Grievances for terminations based solely on implementation of this training process will be automatically resolved in favor of the Company's right to enforce these requirements.

The new employee candidate acknowledges that by accepting an offer for employment as an operator trainee he/she accepts the requirement to successfully train according to the requirements of this training program and acknowledges that their continued employment with the Company is based on meeting these levels of training.

The following are the specific requirements and timelines that must be met by employees hired after December 1, 2009, to maintain employment:

- | | |
|----------------------------------|--|
| Within the first 90 days worked: | 1) Successfully complete New Hire 4 Week Training Cycle
2) Successfully certify on two major units of operation |
| Within One year of employment: | 1) Successfully certify on a total of five major units of operation including ILP and the Tower |
| Within Two years of employment: | 1) Successfully certify on a total of eight major units of operation including ILP and the Tower. |
| On-going after 2 years: | 1) Successfully recertify as required by Company policy via recertification tests. |

As a candidate for employment as an Operator trainee, I acknowledge that I have read and understand the provisions of this document and agree to its terms.

_____ Name (print)	_____ Signature	_____ Date
_____ Witness (Company)	_____ Witness (Union)	

New Employee Declaration –Mechanic Trainee

FrieslandCampina Ingredients North America, Inc. and the Teamsters Local 317 are committed to the continued success of the Delhi manufacturing site and recognize that the hiring and training of capable new employees is essential to our collective future.

Therefore, a training program has been established that includes defined levels of success within the program as a condition for continued employment with the Company.

Candidates for employment as a Mechanic trainee must read and acknowledge their understanding of these provisions, signature of employee certifies and understanding and acceptance of these requirements.

As a Union Maintenance employee there are levels of certification in the training program that must be met within specific time ranges, with all steps being completed within 3.5 years (42 months). Employees who are unable to qualify according to the minimum standards will be terminated from employment on the sole basis of that disqualification. Inability to successfully train and qualify to the established levels is not considered a disciplinary situation and is not subject to the progressive disciplinary process.

The employee is responsible for tracking their training hours and will review hours biweekly with management/supervision to assure accurate training hours are documented. Ultimately, FCINA's tracking of training hours will be considered the official record for the purposes of monitoring and enforcing these training requirements.

An employee terminated under this process will not be eligible to apply for other employment within the Company. Grievances for terminations based solely on failure to complete this training process will be automatically resolved in favor of the Company's right to enforce these requirements.

The new employee acknowledges that by accepting employment as a mechanic, you accept the requirement to successfully train according to the program and acknowledge that your continued employment is based on meeting the training requirements.

The following are the specific requirements and timelines that must be met:

Step 1 – First 90 Days

New Hire Orientation and Onboarding Checklist (HR, Safety, Quality)
Elicit – training system
TMS – Maintenance documents and training
Daily Rounds/Compliance Forms (Forms found in Binder, TMS and Elicit)
Mechanics SAP Training (Work Instructions found in Binder, TMS and Elicit)
General Maintenance Information (Shadowing Lead Mechanics)
External Boiler Training (Off-site or virtual 2-day training)

Steps 2-6 – TPC Basic Maintenance Training (Binder Review/Electronic Review and Knowledge Testing via Elicit)

***Note: You will receive an email from Elicit to set up your username and password which will expire 7 days from date received. You must set up a log in for testing purposes.**

Read all lessons in Steps 2-6 (20 Binders) – available in paper or online via Elicit. Upon completion of each lesson you will be required to test on the information via Elicit.

Step 7 – In House Process Systems Training and Maintenance Procedures (SOPs)

Completion of Maintenance Procedures (TMS & Maintenance SOP's)
Hands on equipment training and review of Process Systems & Plant Equipment.
See TMS Form MATR001 "Equipment Testing Process Form"

Basics-Rounds and general Maintenance	Step 1: 1st 90 days
Boilers (in house and external training)	Step 1: 1st 90 days
Step 2: Water & Air System, Pipe Fitting	
306 AL: Pipe Systems	Step 2
309 AN: s-In House	Step 2
345 AI: Maintenance Pipe fitting	Step 2
381 AG: Water Systems	Step 2
Step 3: Electrical, Boilers, Wells	
200's Electrical distribution	Step 3
208 AH: Three phase systems	Step 3
209 AF: AC Controls equipment	Step 3
210 AL: Electrical troubleshooting	Step 3
112 AE: Boilers	Step 3
381 AG: Wells	Step 3
Step 4: Pumps	
300's Pumps	Step 4
303.1 AK: Power Transmission	Step 4
304 AN: Motor bearings	Step 4
344 AG: Replacing seals	Step 4
344 AG: Types and operation	Step 4
345 AI: Pipefitting	Step 4
Step 5: Heat Exchangers, Hydraulics, Welding	
Heat exchangers-In House	Step 5
307 AG: Hydraulics	Step 5
417 AD: Welding	Step 5
Step 6: Instrumentation, Pneumatics, Refrigeration	
272 AD: Instrumentation (Chart Recorders, watlows and sensors)	Step 6
309 AN: Pneumatics	Step 6
310 AF: Pneumatics Troubleshooting	Step 6
463 AD: Refrigeration	Step 6
Step 7: In House (Production, TMS)	
Process systems (equipment: in house)	Step 7

Maintenance procedures (in house)	Step 7

Name (print) _____ Date _____ Signature _____

Witness (Company)
Witness (Union)

New Employee Declaration – Lab Technician Trainee

FrieslandCampina and the Teamsters Local 317 are committed to the continued success of the Delhi Hydrolysates manufacturing site and recognize that the hiring and training of capable new employees is essential to our collective future.

Therefore, a training program has been established that includes defined levels of success within the training program as a condition for continued employment with the Company.

Candidates for employment as a laboratory technician trainee must read, acknowledge understanding of these provisions and sign off on this document asserting that understanding.

A new employee has levels of certification in the training program that must be met by the 90 (working) day, 1 year and 2 year employment marks. Additionally, employees hired after December 1, 2009 are required to maintain certification on equipment and tasks on an on-going basis after 2 years of employment by taking periodic recertification tests according to Company policy. Employees hired after December 1, 2009 who are unable to qualify according to the minimum standards will be terminated from employment on the sole basis of that disqualification. Inability to successfully train and qualify to the established levels is not considered a disciplinary situation and is not subject to the progressive disciplinary process.

The employee will be given the means to track his/her training hours in conjunction with the training program and review hours biweekly with supervision to assure accurate training hours are documented. Ultimately, supervision's tracking of training hours will be considered the official record for the purposes of monitoring and enforcing these training requirements.

Employees terminated under this process will not be eligible to apply for employment with the Company. Grievances for terminations based solely on implementation of this training process will be automatically resolved in favor of the Company's right to enforce these requirements.

The new employee candidate acknowledges that by accepting an offer for employment as a laboratory technician trainee he/she accepts the requirement to successfully train according to the requirements of this training program and acknowledges that their continued employment with the Company is based on meeting these levels of training.

The following are the specific requirements and timelines that must be met by employees hired after December 1, 2009 to maintain employment:

- | | |
|--|--|
| Within the first 90 days worked: attached and signed Requirements Summary" | 1) Successfully complete level 1 Button Training
2) Successfully complete the tasks in section 'A' of the "Laboratory Technician Trainee Training Requirements Summary" |
| Within One year of employment: | 1) Successfully certify on the tasks in section 'B' of the attached and signed 'Laboratory Technician Trainee Training Requirements Summary'. |
| Within Two years of employment: | 1) Successfully certify on the tasks in section 'C' of the attached and signed 'Laboratory Technician Trainee Training Requirements Summary'. |
| On-going after 2 years: | 1) Successfully recertify as required by Company policy via recertification tests (Refer to section 'D' for current requirements.) |

As a candidate for employment as a Laboratory Technician trainee, I acknowledge that I have read and understand the provisions of this document and agree to its terms.

_____	_____	_____
Name (print)	Signature	Date
_____	_____	
Witness (Company)	Witness (Union)	
<u>Laboratory Technician Trainee Training Requirements Summary</u>		

Section 'A': Requirements within the first 90 days

For Section 'A' technician will:

- ◆ Successfully complete training for powder appearance and sample laboratories
- ◆ Independently perform all duties related to sample handling as stated in LBPR003 and LBPR004
- ◆ Comply with QC training requirements and GLPs as stated in LBPR016 and LBPR025
- ◆ Train and perform independently on Clarity preparations, HACHs, Spec 20 duties performed in the micro prep lab area including calibrations of equipment as needed and operation of autoclaves including cleaning of designated areas
- ◆ Successfully complete training on manual ANs, including in-process ANs for supporting production on certain products and related functions including calibrations, equipment preventative maintenance and cleaning

Section 'B': Requirements within the first year of employment

For Section 'B' technician will:

- ◆ Successfully complete training on all plating activities including restock of reagents, plating notebooks, plating of finished products, raw materials, and R&D samples.
- ◆ Independently perform all plating of finished product, raw materials and R&D samples
- ◆ Independently perform all plating duties related to the calibration and maintenance of all equipment in the plating laboratory

Section 'C': Requirements within the first two years of employment

For Section 'C' technician will:

- ◆ Successfully complete training on all QC Chemistry testing and reagent preparations
- ◆ Independently perform all QC Chemistry testing for finished product, raw materials and R&D samples
- ◆ Independently partake in cleaning procedures related to the QC laboratories
- ◆ Maintain all equipment including calibrations and PMs related to the QC Chemistry laboratory

Section 'D': Current requirements for recertification. On-going annually during employment (subject to change by Company to comply with regulatory requirements and industry and customer standards).

For Section 'D' technician will:

- ◆ Successfully participate in the plating proficiency program 1 time per year by meeting the requirements as stated in the QC procedures
- ◆ Successfully participate in the chemistry proficiency program 1 time per year by meeting the requirements as stated in the QC procedures

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