

Industry And Local 338
Pension Fund
911 Ridgebrook Road
Sparks, MD 21152-9451
Telephone No. (855) 412-3797 (toll free)
www.associated-admin.com

AGENDA

August 1, 2024

- I. CALL MEETING TO ORDER – 10:00 A.M.
- II. SEI REPORT
- III. ACTUARY REPORT
- IV. APPROVAL OF MINUTES – April 19, 2024
- V. FUND MANAGER’S ADMINISTRATIVE REPORT
 - a. Interim Pension Applications
 - b. Fund Financial Matters
 - c. Changes in Employer Contribution Rates
 - d. Delinquent Employer Report
 - e. Participant Report
 - f. Other Fund matters
- VI. COUNSEL REPORT
- VII. NEXT MEETING DATE
- VIII. ADJOURNMENT

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Minutes of the Meeting of the Board of Trustees

Held on April 19, 2024
Via
WebEx

The following Trustees were present:

UNION TRUSTEES

Mickey Smith
Duane Wright

EMPLOYER TRUSTEES

Chris Palmer
Andrea Rutherford

Also present were:

Peter Bernstein – Horizon Actuarial Services
Pat Blizzard – SEI Institutional Group
Alicia Cochran – Associated Administrators, LLC
Mary Ann Dunleavy – Horizon Actuarial Services, LLC
Rachel Grant – Associated Administrators, LLC
Elizabeth O’Leary, Esq. – Kauff McGuire & Margolis LLP
Jon Waite – SEI Institutional Group

I. CALL TO ORDER

The meeting was called to order at 10:05 a.m. It was noted that Trustee Maldonado was absent due to illness.

II. INVESTMENT CONSULTANT REPORT

Mr. Patrick Blizzard and Mr. Jon Waite reviewed the SEI report for the period ending March 31, 2024. Mr. Blizzard led a conversation regarding SEI’s Outsourced Chief Investment Officer (“OCIO”) model and SEI’s services. He provided commentary on

market conditions and economic trends, including inflation and Federal fund rates. He also discussed the market performance across different asset classes.

Mr. Blizzard reported that the Fund's ending market value as of March 31, 2024 was \$100,211,506, and that its fiscal year-to-date ("YTD") total rate of return is 10.8% compared to the index return of 9.79%. He reviewed the performance for other time periods as well. Mr. Blizzard reviewed the Fund's portfolio allocation as of March 31, 2024: 10.90% Large Cap Index Fund, 3.00% Small Cap Fund, 19.60% World Equity Ex-US Fund, 14.90% US Equity Factor Allocation Fund, 2.90% Emerging Markets Equity Fund, 3.90% Dynamic Asset Allocation Fund, 13.80% Core Fixed Income Fund, 4.80% Limited Duration Fund, 3.90% High Yield Bond Fund, 1.90% Opportunistic Income Fund, 3.90% Emerging Markets Debt Fund, 4.10% SEI Special Situations Collective Fund, 5.40% SEI Structured Credit Collective Fund, and 7.00% SEI Core Property Fund CIT.

Mr. Waite reviewed the asset allocation chart which listed three scenarios for the Trustees' consideration. He reviewed the scenarios and recommended Portfolio A which consists of the following changes: a) eliminating the 2% Diversified Short Term Fixed Income allocation, b) increasing the Limited Duration Fixed Income allocation from 5.00% to 10.00%, and c) decreasing the Core Fixed Income allocation from 14.50% to 11.50%. The Trustees reviewed in detail the effect of the changes on returns, risks, and fees.

After discussion,

MOTION was made, seconded and unanimously adopted to approve SEI's recommendation of Portfolio A as outlined in SEI's report.

Mr. Blizzard stated that the change will likely be implemented mid-May. The Trustees thanked Messrs. Blizzard and Waite for their report.

III. ACTUARY REPORT

Ms. Dunleavy and Mr. Bernstein presented information on the Plan's recent pre-retirement turnover, a study of Form 5500 data and Funding Projections.

Ms. Dunleavy presented information on pre-retirement participant turnover collected from the July 1, 2015 – July 1, 2023 valuation data. She said that the data shows a much higher rate of turnover by non-vested participants in the Plan Years ending 2022 and 2023 over Plan Years ending 2009-2021, even when the counts are not adjusted for extraordinary events such as employer shutdowns and withdrawals. She noted that the results are not significant for participants who have vested before termination. She also reviewed a 19-year history of the number of actives included in the valuations, noting that employer shutdowns and withdrawals appear to be the primary source of the decrease from 434 actives on July 1, 2005 to 192 actives on July 1, 2023.

Mr. Bernstein presented the Study of Form 5500 data, noting that the Fund's July 1 – June 30 plan year skews the comparison to the predominately calendar year plan data. He discussed the overview of the study and highlighted the Plan's maturity by looking at the participant ratios, accrued liability per active, and net cash flow exhibits. He noted that this maturity leads to more reliance on the Fund's investment returns and reviewed the Plan's historical investment returns and funded percentages. Mr. Blizzard noted the endpoint sensitivity of the valuation measurement date.

Ms. Dunleavy reviewed projections of the Plan's funding which included a review of the key assumptions used in the projections. In addition to a scenario reflecting all valuation assumption being met in the future, she reviewed scenarios showing the Plan's projected funding based on its sensitivity to future hours worked. Ms. Dunleavy also reviewed scenarios that would lead to endangered or critical status in the future which included a sensitivity of the Plan's funding to investments returning -13.0% for the plan year ending June 30, 2024 and the level of contribution increase required to recover from such an investment loss.

Ms. Dunleavy stated that while the Plan is in a good position on July 1, 2023, it remains sensitive to investment performance and future contribution income. She noted that continuing to build a funding cushion will protect the Plan from needing to make changes to benefits or contributions in the case of unfavorable experience and that the Plan would need to be 100% funded using an interest assumption of 4.00% - 4.50% to accomplish a pension risk transfer and that it is currently 50% - 60% funded on that basis. Ms. Dunleavy also commented on the possibility of a merger, noting that attractive merger partners may be hard to find.

After questions and answers about the report, the Trustees thanked Ms. Dunleavy and Mr. Bernstein.

IV. APPROVAL OF MINUTES

The minutes of the meeting held on January 26, 2024, which were previously distributed, were reviewed.

MOTION was made, seconded and unanimously adopted to approve the minutes of the meeting held on January 26, 2024.

V. ASSOCIATED ADMINISTRATORS, LLC REPORT

A. Pension Applications – INTERIM ACTION

Ms. Cochran reported that the Trustees, via electronic poll on January 22, 2024, approved one (1) pension application reflected on the report of January 22, 2024, annexed hereto as **Exhibit "A."**

MOTION was made, seconded and unanimously adopted to ratify the interim action of the Trustees to approve the pension application listed on **Exhibit "A."**

Ms. Cochran reported that the Trustees, via electronic poll on February 9, 2024, approved one (1) pension application reflected on the report of February 9, 2024, annexed hereto as Exhibit "B."

MOTION was made, seconded and unanimously adopted to ratify the interim action of the Trustees to approve the pension application listed on Exhibit "B."

Ms. Cochran reported that the Trustees, via electronic poll on February 22, 2024, approved three (3) pension applications reflected on the report of February 22, 2024, annexed hereto as Exhibit "C."

MOTION was made, seconded and unanimously adopted to ratify the interim action of the Trustees to approve the pension applications listed on Exhibit "C."

Ms. Cochran reported that the Trustees, via electronic poll on March 19, 2024, approved one (1) pension application reflected on the report of March 19, 2024, annexed hereto as Exhibit "D."

MOTION was made, seconded and unanimously adopted to ratify the interim action of the Trustees to approve the pension application listed on Exhibit "D."

B. Cash Operating Statement

Ms. Cochran submitted the Cash Operating Statement from July 1, 2023 through June 30, 2024. The report is attached hereto as Exhibit "E."

C. Disbursements Reports

Ms. Cochran referred to the Authorization for Disbursements reports for October, November, and December of 2023. The reports are attached hereto as **Exhibit "F."**

MOTION was made, seconded and unanimously adopted authorizing the disbursements listed in Exhibit "F."

D. Delinquency Report

Ms. Cochran reported that there was one delinquency as of December 31, 2023. The report is attached hereto as **Exhibit "G."**

E. Withdrawal Liability

Ms. Cochran reviewed the report in detail, noting that the three former contributing employers shown on the report are continuing to timely pay their withdrawal liability payments. The report is included at the bottom of **Exhibit "G."**

F. Employer Contribution Rate Report

Ms. Cochran reviewed the report in detail. The report is attached hereto as **Exhibit "H."**

G. Active Members & Retirees Receiving Benefits

Ms. Cochran referred to the report for the period from January 2023 through December 2023. The report is attached hereto as **Exhibit "I."**

H. Summary Plan Information Notice (ERISA Section 104(d) Notice)

Ms. Cochran referred to the Summary Plan Information Notice and reported that the notice was electronically mailed to participating employers and local unions on March 25, 2024.

I. HP Hood LLC Withdrawal Liability Estimate

Ms. Cochran reported that HP Hood LLC requested a withdrawal liability estimate. She noted the fee for the actuarial calculation was paid and the estimate was provided to the employer on March 29, 2024.

J. L.P. Transportation, Inc. Withdrawal Liability Estimate

Ms. Cochran reported that L.P. Transportation, Inc. requested a withdrawal liability estimate. She noted that the fee for the actuarial calculation was paid and that the estimate was provided to the employer on March 29, 2024.

K. Pension Benefit Guaranty Corporation ("PBGC") Comprehensive Filing

Ms. Cochran reported that the Fund filed the 2023 Comprehensive Filing with the PBGC and paid a premium of \$38,885.00.

L. Form 1099R

Ms. Cochran reported that the Form 1099R was mailed to participants on January 30, 2024.

M. Form 1099NEC

Ms. Cochran reported that the Form 1099NEC was mailed to participants on January 26, 2024.

VI. COUNSEL REPORT

A. Draft Amended and Restated Agreement and Declaration of Trust

Ms. O'Leary referred the Trustees to the updated draft Trust Agreement that was circulated by email on April 17, 2024. After discussion,

MOTION was made, seconded and unanimously adopted to adopt the Trust Agreement, as presented, with an effective date of June 1 2024, subject to any further comments or questions received before June 1, 2024.

B. CSEA Westchester Local 860 Payroll Audit

Ms. O’Leary reported on the efforts to have CSEA Westchester Local 860 pay the outstanding audit findings. It was agreed that if payment is not received, Ms. O’Leary should send the Employer a draft complaint and that, if that still does not result in payment, the Trustees can consider at the next meeting whether to commence litigation.

VII. NEXT MEETING DATE/ADJOURNMENT

The next meeting of the Board of Trustees is scheduled for Thursday, August 1, 2024 at 9:00 a.m. in Rock Tavern, New York. With no further business to come before the Board, the meeting was adjourned at 11:10 a.m.

Exhibits:

- A – Interim Pension Applications
- B – Interim Pension Applications
- C – Interim Pension Applications
- D – Interim Pension Applications
- E – Cash Operating Statement
- F – Authorization for Disbursements
- G – Delinquency and Withdrawal Liability Report
- H – Employer Contribution Report
- I – Active Members & Retirees Receiving Benefits Report

**INDUSTRY AND LOCAL 338
PENSION FUND**

**PENSION APPLICATIONS SUBMITTED FOR APPROVAL
January 22, 2024**

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Karen Davis	69	Surviving Spouse	01-01-2024	0.00	\$1,926.00	\$1,926.00	N/A	Beneficiary of Marc Davis (HP Hood LLC)	01-30-2010

INDUSTRY AND LOCAL 338
PENSION FUND

PENSION APPLICATIONS SUBMITTED FOR APPROVAL
February 9, 2024

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Michael Siebert	75	Normal	05-01-2023	11.25	\$1,076.46	\$54,166.80	100%	LP Transportation	04-18-2023

**INDUSTRY AND LOCAL 338
PENSION FUND**

**PENSION APPLICATIONS SUBMITTED FOR APPROVAL
February 22, 2024**

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Michael Fraser	65	Statutory	09-01-2023	28.25	\$1,845.24	\$11,200.61	N/A	Friesland Campina	09-30-2015
Jon Hulse	65	Statutory	11-01-2023	6.50	\$522.50	\$2,090.00	100%	Paraco Gas Corporation	03-10-2023
Joyce Rockefeller	80	Surviving Spouse	02-01-2024	0.00	\$180.38	\$180.38	N/A	Friesland Campina	06-30-1998

INDUSTRY AND LOCAL 338
PENSION FUND

PENSION APPLICATIONS SUBMITTED FOR APPROVAL
March 19, 2024

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Anthony Catalano	65	Statutory	03-01-2024	10.00	\$142.60	\$142.60	N/A	A.R.A. Services	10-11-1989

INDUSTRY & LOCAL 338 PENSION FUND
JULY 1, 2023 THROUGH JUNE 30, 2024
CASH OPERATING STATEMENT

	OCTOBER	NOVEMBER	DECEMBER	OCTOBER- DECEMBER	YEAR TO DATE
Remittances					
Employer Contributions *	252,897.11	268,241.07	388,174.37	909,312.55	1,728,539.86
Withdrawal Liability Principal	7,395.36	7,441.57	7,488.08	22,325.01	49,597.34
Withdrawal Liability Interest	7,881.53	7,835.32	7,788.81	23,505.66	53,315.86
Withdrawal Liability Fee	0.00	0.00	0.00	0.00	0.00
Payroll Audit	0.00	0.00	0.00	0.00	1,136.95
Payroll Audit Interest	0.00	0.00	0.00	0.00	0.00
Interest- Delinquent Employer	0.00	223.17	0.00	223.17	223.17
Interest Income - IRS	0.00	0.00	0.00	0.00	0.00
Interest Income- BNY Mellon	0.00	0.00	0.00	0.00	0.00
Dividend Income	282,307.11	94,560.53	1,027,113.77	1,403,981.41	1,781,673.29
SEI Fund Rebate	0.00	0.00	0.00	0.00	0.00
Net Adjustment Per Custodian	0.00	0.00	0.00	0.00	0.00
Total Income **	550,481.11	378,301.66	1,430,565.03	2,359,347.80	3,614,486.47
Benefit Expenses					
Pension Benefits	688,038.66	688,754.19	692,907.19	2,069,700.04	4,137,522.86
Total Benefit Expenses	688,038.66	688,754.19	692,907.19	2,069,700.04	4,137,522.86
Administrative Expenses					
AA, LLC- Admin. Fees *	11,583.00	11,583.00	11,583.00	34,749.00	69,498.00
Legal Fees	0.00	7,500.00	0.00	7,500.00	15,000.00
Consulting Fees	0.00	0.00	0.00	0.00	0.00
SEI Invest./Custody Fees	0.00	110,645.28	0.00	110,645.28	110,645.28
Fiduciary Liability Insurance	0.00	0.00	0.00	0.00	32,325.02
Year End Audit	0.00	0.00	20,000.00	20,000.00	20,202.80
Payroll Audits	0.00	0.00	0.00	0.00	0.00
PBGC Insurance	0.00	0.00	0.00	0.00	0.00
Fidelity Bond Insurance	0.00	0.00	0.00	0.00	150.75
Convention & Seminars	0.00	0.00	0.00	0.00	0.00
Printing & Stationery	66.31	0.00	0.00	66.31	116.61
Postage	293.58	1,444.52	0.00	1,738.10	3,712.41
Office Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Bank Charges	510.76	424.13	457.04	1,391.93	2,858.31
Meeting Expenses	0.00	0.00	0.00	0.00	0.00
Dues & Membership	0.00	0.00	0.00	0.00	373.45
IFEBP Registration Fee	0.00	0.00	0.00	0.00	0.00
Actuarial Fees	0.00	14,622.25	7,525.50	22,147.75	41,179.75
Cyber Liability	502.30	0.00	0.00	502.30	502.30
Total Admin. Expenses	12,955.95	146,219.18	39,565.54	198,740.67	296,564.68
TOTAL EXPENSES	700,994.61	834,973.37	732,472.73	2,268,440.71	4,434,087.54
INCREASE/(DECREASE)	(150,513.50)	(456,671.71)	698,092.30	90,907.09	(819,601.07)

FUND RESERVE AS OF 12/31/23: 97,058,775.42

* Cash to Accrual

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for October are (110,068.75) & (2,033,920.86)

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for November are 6,604.96 & 5,126,625.88

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for December are 1,564,297.53 & 1,133,629.59

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
OCTOBER 31, 2023**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (NOVEMBER)	60,555.95
TOTAL PAYMENTS	60,555.95

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
NOVEMBER 30, 2023**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (DECEMBER)	60,732.95
TOTAL PAYMENTS	<u>60,732.95</u>

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
DECEMBER 31, 2023**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (JANUARY)	60,212.95
TOTAL PAYMENTS	60,212.95

Local 338 Delinquency Log

Delinquencies as of 12/31/23

Employer	Month(s) Delinquent
Paraco Gas Corp.	11/23 *

Late Fees

Employer	Pension	Total Balance Owed	Month(s) Owed
Montefiore New Rochelle	\$318.52	\$318.52	8/23, 10/23 & 12/23

Status of Withdrawal Liability Payments as of 12/31/23

Employer	Start Date	Amount of W/L Pymt Mthly	Total # of Pymts Required	Pymts Made to Date	Past Due?	Employer ID#	Date of withdrawal
Sodexo	6/1/2013	\$11,251.86	240	128	No	56	8/31/2012
Suburban Propane	8/1/2013	\$2,545.45	240	125	No	7	5/22/2013
Local 338 Welfare Fund	3/1/2014	\$1,479.58	240	118	No	36	6/30/2013

* Paraco Gas Corp paid November contributions on 1/18/24

Local 338 Pension Fund Employer Contribution Rates

Employer	Employer #	Member Count*	Contract Effective Date	Contract Expiration Date	Contract Rate	Current CBA on file	Union
HP Hood, LLC	13	97	11/1/2020 9/1/2021 11/1/2021 11/1/2022	9/30/2023	343.78 345.38 346.80	No	687
FrieslandCampina Ingredients NA Inc.	25	55	1/1/2022 1/1/2023	12/31/2023	290.00 299.02	No	317
L.P. Transportation, Inc.	43	34	8/16/2022 8/16/2023 8/16/2024	8/15/2025	349.82 349.82 349.82	Yes	445
Montefiore New Rochelle	50	17	11/6/2020 11/6/2021 11/6/2022	11/5/2023	311.41 333.99 358.04	No	445
Paraco Gas Corporation	54	8	2/1/2021 2/1/2022 2/1/2023 2/1/2024	1/31/2025	292.51 301.53 310.82 320.39	Yes	445
Westchester Local 860	21	2	10/1/2021 10/1/2022 10/1/2023 10/1/2024	9/30/2025	305.14 329.19 354.80 382.07	Yes	445

* Participant Count as of 2/23/24

INDUSTRY AND LOCAL 338 PENSION FUND NUMBER OF ACTIVE MEMBERS & RETIREES RECEIVING BENEFITS JANUARY 2023 - DECEMBER 2023		
MONTH	<u>ACTIVES</u> PENSION	PENSION PAID
January-23	198	634
February-23	193	632
March-23	196	632
April-23	195	627
May-23	191	632
June-23	181	629
July-23	189	622
August-23	194	627
September-23	200	622
October-23	213	622
November-23	220	626
December-23	226	624

**INDUSTRY AND LOCAL 338
PENSION FUND**

**PENSION APPLICATIONS SUBMITTED FOR APPROVAL
April 18, 2024**

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Janet Mucci	88	Surviving Spouse	04-01-2024	0.00	\$535.63	\$535.63	N/A	Dellwood Foods Inc.	02-16-1996

**INDUSTRY AND LOCAL 338
PENSION FUND**

**PENSION APPLICATIONS SUBMITTED FOR APPROVAL
May 15, 2024**

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
John Nelson Jr	65	Statutory	04-01-2024	35.00	\$2865.38	\$5730.76	N/A	Paraco Gas Corp.	12-17-2018

**INDUSTRY AND LOCAL 338
PENSION FUND**

**PENSION APPLICATIONS SUBMITTED FOR APPROVAL
June 20, 2024**

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Fay Brannen	80	Surviving Spouse	03-01-2024	0.00	\$109.13	\$436.52	N/A	Dellwood Foods Inc.	05-31-1986
Marita Campany	73	Surviving Spouse	04-01-2024	0.00	\$180.45	\$541.35	N/A	HP Hood LLC	09-30-1982
Robert Greaney	65	Statutory	06-01-2024	9.50	\$399.05	\$399.05	N/A	Dellwood Foods Inc.	07-31-1989
Leighton Hyman	65	Statutory	06-01-2024	11.50	\$282.94	\$282.94	N/A	College of New Rochelle	06-30-1996
Robert Jirschele	65	Statutory	06-01-2024	12.25	\$1,117.04	\$1,117.04	75%	HP Hood LLC	07-30-2003
Roseann Maguire	81	Surviving Spouse	06-01-2024	0.00	\$1,024.00	\$1,024.00	N/A	Montefiore New Rochelle	11-30-2004

**INDUSTRY AND LOCAL 338
PENSION FUND**

PENSION APPLICATIONS SUBMITTED FOR APPROVAL

July 15, 2024

NAME	AGE	TYPE OF PENSION	EFFECTIVE DATE	YEARS OF SERVICE	BENEFIT AMOUNT	LUMP SUM AMOUNT	J&S OPT	LAST EMPLOYER	LAST DAY WORKED
Sharon Fitchette	65	Statutory	6-01-2022	10.25	\$397.42	\$10,740.69	N/A	HP Hood LLC	04-30-1996
Shirley Mc Iver	65	Normal	6-01-2024	22.00	\$1,977.89	\$3,955.78	N/A	Culinart, Inc.	05-14-2014

INDUSTRY & LOCAL 338 PENSION FUND
JULY 1, 2023 THROUGH JUNE 30, 2024
CASH OPERATING STATEMENT

	JANUARY	FEBRUARY	MARCH	JANUARY- MARCH	YEAR TO DATE
Remittances					
Employer Contributions *	302,391.19	290,527.84	366,062.29	958,981.32	2,687,521.18
Withdrawal Liability Principal	7,534.88	7,581.98	7,629.37	22,746.23	72,343.57
Withdrawal Liability Interest	7,742.01	7,694.91	7,647.52	23,084.44	76,400.30
Withdrawal Liability Fee	3,000.00	0.00	0.00	3,000.00	3,000.00
Payroll Audit	0.00	0.00	0.00	0.00	1,136.95
Payroll Audit Interest	0.00	0.00	0.00	0.00	0.00
Interest- Delinquent Employer	20.61	38.52	0.00	59.13	282.30
Interest Income - IRS	0.00	0.00	0.00	0.00	0.00
Interest Income- BNY Mellon	0.00	0.00	0.00	0.00	0.00
Dividend Income	96,139.27	96,096.80	92,851.66	285,087.73	2,066,761.02
SEI Fund Rebate	0.00	28,831.49	0.00	28,831.49	28,831.49
Net Adjustment Per Custodian	0.00	0.00	0.00	0.00	0.00
Total Income **	416,827.96	430,771.54	474,190.84	1,321,790.34	4,936,276.81
Benefit Expenses					
Pension Benefits	688,199.31	748,853.57	708,162.25	2,145,215.13	6,282,737.99
Total Benefit Expenses	688,199.31	748,853.57	708,162.25	2,145,215.13	6,282,737.99
Administrative Expenses					
AA, LLC- Admin. Fees *	11,583.00	11,583.00	11,583.00	34,749.00	104,247.00
Legal Fees	0.00	7,500.00	0.00	7,500.00	22,500.00
Consulting Fees	0.00	0.00	0.00	0.00	0.00
SEI Invest./Custody Fees	0.00	139,347.03	0.00	139,347.03	249,992.31
Fiduciary Liability Insurance	0.00	0.00	0.00	0.00	32,325.02
Year End Audit	20,000.00	0.00	62.90	20,062.90	40,265.70
Payroll Audits	0.00	0.00	0.00	0.00	0.00
PBGC Insurance	0.00	0.00	0.00	0.00	0.00
Fidelity Bond Insurance	0.00	5,528.91	0.00	5,528.91	5,679.66
Convention & Seminars	0.00	0.00	0.00	0.00	0.00
Printing & Stationery	0.00	0.00	78.76	78.76	195.37
Postage	0.00	0.00	0.00	0.00	3,712.41
Office Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Bank Charges	434.15	430.94	589.66	1,454.75	4,313.06
Meeting Expenses	0.00	1,133.18	0.00	1,133.18	1,133.18
Dues & Membership	0.00	0.00	0.00	0.00	373.45
IFEBP Registration Fee	0.00	0.00	0.00	0.00	0.00
Actuarial Fees	0.00	8,438.00	6,320.68	14,758.68	55,938.43
Cyber Liability	0.00	0.00	0.00	0.00	502.30
Total Admin. Expenses	32,017.15	173,961.06	18,635.00	224,613.21	521,177.89
TOTAL EXPENSES	720,216.46	922,814.63	726,797.25	2,369,828.34	6,803,915.88
INCREASE/(DECREASE)	(303,388.50)	(492,043.09)	(252,606.41)	(1,048,038.00)	(1,867,639.07)

FUND RESERVE AS OF 3/31/24:

* Cash to Accrual

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for January are 46,609.66 & 105,565.26

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for February are 54,888.29 & 1,906,515.20

** Total income does not include realized & unrealized gains/losses on investments. The realized & unrealized gains/losses on investments for March are 66,963.84 & 1,991,180.90

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
JANUARY 31, 2024**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (FEBRUARY)	68,414.95
TOTAL PAYMENTS	68,414.95

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
FEBRUARY 29, 2024**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (MARCH)	62,455.07
TOTAL PAYMENTS	62,455.07

**INDUSTRY AND LOCAL 338 PENSION FUND
AUTHORIZATION FOR DISBURSEMENTS
MARCH 31, 2024**

PENSION FUND CHECKING	
DESCRIPTION	AMOUNT
FEDERAL WITHHOLDING TAX (APRIL)	60,214.95
TOTAL PAYMENTS	60,214.95

Local 338 Delinquency Log

Delinquencies as of 3/31/24

Employer	Month(s) Delinquent
Montefiore New Rochelle	1/24 * & 2/24

Late Fees

Employer	Pension Balance Owed	Month(s) Owed
Montefiore New Rochelle	\$119.72	3/24 & 5/24
Friesland Campina	\$356.86	5/24

Status of Withdrawal Liability Payments as of 3/31/24

Employer	Start Date	Amount of W/L Pymt Mthly	Total # of Pymts Required	Pymts Made to Date	Past Due?	Employer ID#	Date of withdrawal
Sodexo	6/1/2013	\$11,251.86	240	131	No	56	8/31/2012
Suburban Propane	8/1/2013	\$2,545.45	240	128	No	7	5/22/2013
Local 338 Welfare Fund	3/1/2014	\$1,479.58	240	121	No	36	6/30/2013

* Montefiore New Rochelle paid January contributions on 4/15/24

Local 338 Pension Fund Employer Contribution Rates

Employer	Employer #	Member Count*	Contract Effective Date	Contract Expiration Date	Contract Rate	Current CBA on file	Union
HP Hood, LLC	13	109	11/1/2020 9/1/2021 11/1/2021 11/1/2022	9/30/2023	343.78 345.38 346.80	No	687
FrieslandCampina Ingredients NA Inc.	25	53	1/1/2024	12/31/2026	299.02	Yes	317
L.P. Transportation, Inc.	43	34	8/16/2022 8/16/2023 8/16/2024	8/15/2025	349.82 349.82 349.82	Yes	445
Montefiore New Rochelle	50	15	11/6/2020 11/6/2021 11/6/2022	11/5/2023	311.41 333.99 358.04	No	445
Paraco Gas Corporation	54	7	2/1/2021 2/1/2022 2/1/2023 2/1/2024	1/31/2025	292.51 301.53 310.82 320.39	Yes	445
Westchester Local 860	21	2	10/1/2021 10/1/2022 10/1/2023 10/1/2024	9/30/2025	305.14 329.19 354.80 382.07	Yes	445

* Participant Count as of 7/12/24

INDUSTRY AND LOCAL 338 PENSION FUND NUMBER OF ACTIVE MEMBERS & RETIREES RECEIVING BENEFITS JANUARY 2024 - DECEMBER 2024		
MONTH	<u>ACTIVES</u> PENSION	PENSION PAID
January-24	213	618
February-24	224	622
March-24	226	621
April-24		
May-24		
June-24		
July-24		
August-24		
September-24		
October-24		
November-24		
December-24		



Schultheis & Panettieri LLP

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MEMORANDUM

To: Clients

From: Schultheis & Panettieri, LLP

Date: August 2023

Re: Updated Standard Hourly Rates

We are providing this memorandum to document our hourly rates for the years detailed below. We appreciate the economic pressures facing our clients and the opportunity to serve you.

STANDARD HOURLY PAYROLL AUDIT RATES

	Current	2024	2025	2026
Staff	\$ 95	\$ 98	\$ 102	\$ 105
Supervisor/Manager	130	134	135	139
Partner	220	227	230	237
Blended rate	104	107	110	113
Increase		3%	3%	3%

STANDARD HOURLY ACCOUNTING, CONSULTING AND UBIT/FOREIGN TAX RATES

	Current	2024	2025	2026
Partner	\$ 294	\$ 303	\$ 312	\$ 322
Senior Manager	262	270	278	287
Manager	229	236	243	251
Supervisor	196	202	208	215
Senior	174	179	184	190
Staff	153	158	163	167
Clerical	82	84	87	90
Increase		3%	3%	3%

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FRIESLANDCAMPINA INGREDIENTS NORTH AMERICA INC.



AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 317



JANUARY 1, 2024 – DECEMBER 31, 2026

Teamsters Local Union 317
566 Spencer Street
Syracuse, NY 13204
T: (315) 471-4164
F: (315) 471-4328

Ed Arnold, Business Agent

This Collective Bargaining Agreement (referred to as the "Agreement") provides that eligible employees who are 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. 110 to put you on withdrawal status. This includes any time that you will be out of work for an entire month. 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 effective on the 1st day of January 2024, between TEAMSTERS LOCAL UNION # 317, located at 566 Spencer Street, Syracuse, NY (hereinafter referred to as the "Union"), and FrieslandCampina Ingredients North America Inc., (hereinafter referred to as the "Employer" or the "Company", located at 40196 NY-10, Delhi, New York.

ARTICLE I. RECOGNITION - SCOPE - UNION ACTIVITIES

SECTION 1: DURATION OF AGREEMENT:

This Agreement shall commence on the 1st day of January 2024 ("Effective Date") and shall continue in effect through the 31st day of December 2026. Any notice required hereunder shall be addressed to the Employer at 40196 State Highway 10, Delhi, New York 13753 and to the Union at 566 Spencer Street, Syracuse, NY 13204.

SECTION 2: RECOGNITION:

This Agreement shall cover every employee of the Company who is employed at the Company's production facility in Delhi, New York, and handling the products of the Company. For clarity, this Agreement does not cover or pertain to (i) administrative and clerical employees, (ii) farm field inspectors, (iii) professional employees, (iv) guards, (v) supervisors as defined in the National Labor Relations Act, or (vi) any 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 assigned to employees in the bargaining unit at warehouse facilities used by the company at locations away from the plant, unless such warehouse work is performed by regular warehouse personnel assigned to a warehouse, shall be performed only by employees covered by this Agreement.

SECTION 4: MANAGEMENT RIGHTS:

- (a) The union and the Company agree to cooperate to foster productivity and efficiency.
- (b) The authority and responsibility for the management of the business shall repose exclusively to 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 employees will elect three (3) other employees to act as Stewards. Stewards will

act only as Union representatives on a shift when the Chief Shop Steward is unavailable or otherwise not present.

- (b) If a discussion with the Company's management personnel pertains to an employee's being disciplined or terminated, or the discussion may otherwise negatively affect his/her personal working conditions, a Union Steward shall be present at the meeting unless the employee requests not to have a Union Steward present.
- (c) Before any disciplinary record may be placed in an employee's file, a copy of the record must be presented to the employee and the Union Steward on the employee's shift. 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.
- (d) The job of the Chief Steward and 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. The Stewards shall bring to the attention of the Company any claimed hardships suffered by any Union employee. The Employer shall entertain no complaint involving an alleged breach of any provision of this agreement until the complaining party has given a written statement of such complaint to the Steward or Union delegate.
- (e) The Company may not take action against the Stewards for engaging in Union-related activities which are consistent with this Agreement. Stewards 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 alleged violations of this Agreement.
- (f) The Chief Steward shall be considered the most senior employee for purposes of layoffs and recalls from layoffs only. This provision does not apply to the other Stewards. The Company shall recognize the Stewards as representatives of the Union and shall inform them prior to the laying off of employees and/or other terminations of Union personnel.
- (g) A Shop Steward who has notified the Company 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 himself or 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:

Officers and Business Agents of the Union shall be permitted to enter the Employer's premises during all working hours and review 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 Union dues, initiation fees, and assessments made by the Union and remit the same to such Union monthly, subject to applicable requirements of the National Labor Relations Act of 1947 and the Taft-Hartley Act of 1947.

SECTION 9: PROTECTION OF RIGHTS:

- (a) No employee covered by this Agreement shall 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 a 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 Agreement.
- (c) In any event, to the extent that this section shall be determined by a court of competent jurisdiction in any manner to violate Federal or State law during the term of this Agreement, then this section shall be 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.

SECTION 11: SPECIAL CASES:

Upon mutual agreement between the Union and the Company, individual case-by-case exceptions may be given without setting a precedent for any future cases.

ARTICLE II. - WAGES - HOURS OF WORK - PAY PROCEDURES

SECTION 1: WAGES:

(a) The schedule of Wages to be in effect during the term of this Agreement is as follows

(b) New employees in Craft Group I: Production Operators' wages will start at \$3.00 per hour less than the wages specified in this Agreement for a Production Operator. An increase of \$1.50 per hour will be effective on the earlier of the 1st anniversary of date of hire or the successful certification to operate a total of 5 major units of equipment including ILP and Tower. A second increase of \$1.50 per hour will be effective on the earlier of the 2nd anniversary of date of hire or the successful certification to operate a total of 8 major units of equipment including ILP and Tower.

The wage increases described herein will take effect on January 1 of the respective year.

CRAFT GROUP 1	PLANT EMPLOYEES	Effective 1/1/2024	Effective 1/1/2025	Effective 1/1/2026
RAISE		\$ 2.50	\$ 2.00	\$ 2.00
Lead Person:		\$ 32.53	\$ 34.53	\$ 36.53
Operators:		\$ 31.03	\$ 33.03	\$ 35.03
Operator trainee:	Starting	\$ 28.03	\$ 30.03	\$ 32.03
	After 12 months	\$ 29.53	\$ 31.53	\$ 33.53
	After 24 months	\$ 31.03	\$ 33.03	\$ 35.03
CRAFT GROUP II	LABORATORY EMPLOYEES			
Technicians:	Starting	\$ 29.43	\$ 31.43	\$ 33.43
	After 3 months	\$ 29.68	\$ 31.68	\$ 33.68
	After 6 months	\$ 29.93	\$ 31.93	\$ 33.93
	After 9 months	\$ 30.18	\$ 32.18	\$ 34.18
	After 12 months	\$ 30.43	\$ 32.43	\$ 34.43
	Maximum	\$ 31.03	\$ 33.03	\$ 35.03
CRAFT GROUP III:	MAINTENANCE			
Mechanics step	\$ 0.25	\$ 31.35	\$ 33.35	\$ 35.35
	Step 1	\$ 31.60	\$ 33.60	\$ 35.60
	Step 2	\$ 31.85	\$ 33.85	\$ 35.85
	Step 3	\$ 32.10	\$ 34.10	\$ 36.10
	Step 4	\$ 32.35	\$ 34.35	\$ 36.35
	Step 5	\$ 32.60	\$ 34.60	\$ 36.60
	Step 6	\$ 32.85	\$ 34.85	\$ 36.85
	Step 7	\$ 33.10	\$ 35.10	\$ 37.10
	Maximum	\$ 33.35	\$ 35.35	\$ 37.35
Maintenance Specialists:		\$ 34.20	\$ 36.20	\$ 38.20
CRAFT GROUP IV	Warehouse			
Lead Person:		\$ 32.53	\$ 34.53	\$ 36.53
Operators:		\$ 31.03	\$ 33.03	\$ 35.03
Operator trainee:	Starting	\$ 28.03	\$ 30.03	\$ 32.03
	After 12 months	\$ 29.53	\$ 31.53	\$ 33.53
	After 24 months	\$ 31.03	\$ 33.03	\$ 35.03

SECTION 2: PERSONALIZED RATES:

If and to the extent that any employees covered by the collective bargaining agreement which preceded this Agreement enjoyed wages higher than the wages specified herein, those employees shall continue to receive such higher wages.

SECTION 3: TRANSFER:

- (a) Employees working in higher classifications shall work in lower classifications without loss of 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: SHIFT MANAGERS:

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) For payroll purposes, a workweek shall begin on Monday at 7:00 a.m. and extend through Monday at 7:00 a.m., and shall consist of five (5) days, eight (8) hour shifts, and a total of forty (40) working hours per week.
- (b) In accordance with N.Y. Labor Law § 161, each employee shall be granted two (2) consecutive days of rest in each seven-day period. Employees who wish to volunteer for available overtime hours may perform work on their scheduled days of rest. This excludes employees with Sunday-Monday days off and those employees participating in the Monday-Sunday rotation program.
- (c) Employees shall be afforded an unpaid 30-minute meal period to be taken as near the middle of a shift as possible. Except with the consent of an 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 a shift.

- (d) If due to coverage or other business issues, management requires a union employee to remain on the premises while taking his/her meal break, the 30-minute meal period will be considered compensable time worked.
- (e) Each employee shall be allowed a paid ten (10) minute rest period during the first half of each shift, and a paid ten (10) minute rest period during the second half of each shift. The scheduling of such rest periods shall be determined by the Shift Managers to ensure the continued operation of the plant without interruption.
- (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.
- (g) Employees shall receive 15 min straight time pay per shift to don and doff their uniforms.
- (h) Craft Group Shifts:
 - Group I - Production:
 - First Shift: 07:00 – 15:30
 - Second Shift: 15:00 – 23:30
 - Third Shift: 23:00 – 07:30
 - Group II Laboratory:
 - First Shift: 07:00 – 15:30
 - Group III - Maintenance:
 - First Shift: 07:00 – 15:30
 - Second Shift: 15:00 – 23:30
 - Third Shift: 23:00 – 07:30
 - Group IV - Warehouse:
 - First Shift A: 06:00 – 14:30
 - First Shift B: 07:00 – 15:30
 - First Shift C: 07:30 – 16:00

SECTION 6: OVERTIME:

- (a) All employees who work in excess of eight (8) hours in a work day or forty (40) hours ("Base Hours Worked") in a workweek ("Overtime Hours") shall be paid for such Overtime Hours at the rate of 1.5 times their normal hourly rates. All straight time paid is considered as time worked.
- (b) No employee may accept time off in place of overtime pay.
- (c) 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 assigned work.

(d) Planned Overtime Procedure for all Craft Groups:

- (1) A planned overtime sign-up sheet for the given workweek will be posted no later than Wednesday of the preceding workweek.
- (2) Union members may sign up for planned overtime by signing and dating the overtime slots noted on posted sign-up sheets. If not signed and dated, the choice will be voided. Employees may request that their Shift Managers remove them from an overtime sign-up sheet up to the time when the assignments are awarded.
- (3) Awards postings will be finalized 72 hours before the planned overtime shifts. Those employees awarded overtime shifts who are present at the time overtime assignments are posted should review the awards postings. Employees not working at the time overtime selections are made will be notified by telephone or text message.
- (4) Overtime awards will be made according to the following rules:
 - a. The most senior employee who signs up for an overtime slot will be awarded the chosen time. Overtime is assigned by seniority based on shift and day off.
 - b. If 8-hour overtime shifts are requested by the Company, employees who have signed up for 8-hour shifts will be awarded the shifts in order of employee seniority over other employees who have signed up only for 4-hour shifts, regardless of seniority.
- (5) If the need for overtime 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.
- (6) After an overtime shift is determined and posted, this becomes a scheduled shift for the employee subject to all other stipulations in the contract.
- (7) If needed overtime is not voluntarily signed up for before a shift is finalized, overtime may be forced with such forced overtime managed according to section 6(e).
- (8) No employee will be allowed to work double shifts in two (2) consecutive days.
- (9) Employees who are scheduled on vacation or personal time shall not be eligible for overtime or forcing unless they notify supervisors of their willingness to be called.

(e) Forced Overtime Procedures: Forced overtime (Max 4 hours per day worked and Max 8 on day off) will be assigned by using a monthly rotating schedule that begins each month with the most junior union employee on each shift in each Craft Group. Production rotation will be done by shift seniority. Maintenance and lab will be done by total seniority.

SECTION 7: NIGHT DIFFERENTIAL:

Employees working between the hours of 3:30 PM and 7:00 AM shall receive one dollar (\$1) 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 of straight-time pay.

SECTION 9: EMPLOYEE MEETINGS:

- (a) Employees will attend all meetings scheduled by the Company during their scheduled work shifts.
- (b) 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.
- (c) Meetings scheduled outside work shifts will be scheduled as follows:
 - Third Shift - 10:00 PM
 - Second Shift - 2:00 PM
 - First Shift - 3:30 PM

SECTION 10: EMPLOYEE TRAINING AND TRAINERS:

- (a) Employees will attend all company training arranged during their scheduled days of work.
- (b) The 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 other issues outside of an employee's direct control.
- (c) TRAINERS: Union employees who train other employees in the initial qualification to operate production equipment shall receive a premium of two dollars (\$2.00) per hour for each hour of work spent on such training. Selection of trainers is at the discretion of the Employer. If the employee is trained by 2

trainers simultaneously each trainer will receive 50% one \$1.00 per hour for each hour of work spent on such training.

(d)

SECTION 11: VACATION RELIEF PERSONNEL:

- (a) Employees working as vacation relief personnel shall receive a shift premium of one dollar (\$1.00) per hour for each hour of work performed. Craft Group I vacation relief personnel must be certified to operate at least six (6) of the basic pieces of production equipment.

SECTION 12: PAINTERS - SHUTDOWN WEEK;

An employee of any craft group working as a Painter during a shutdown week shall receive a premium of one dollar (\$1.00) per hour for each hour of painting work performed. Employees otherwise scheduled or assigned to work in their craft cannot bid for a painter's assignment.

ARTICLE III. – DISCIPLINE, GRIEVANCES, MEDIATION, AND ARBITRATION

SECTION 1: DISCIPLINE:

- 1) Disciplinary action against an employee covered by this Agreement must be taken within fourteen (14) calendar days from the date when the infraction occurred or is discovered by the Company unless the Company notifies the Union's Business Agent that additional time is required to investigate or evaluate the facts upon which the disciplinary action would be based. The Union Business Agent can deny such extension. If not administered timely, the disciplinary action shall be null and void. If the Company discovers an infraction more than fourteen (14) days after its occurrence, the Company shall notify the Union's Business Agent.
- 2) 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.
- 3) An employee cannot be discouraged from or penalized for reporting an issue or concern in good faith.
- 4) An employee may be disciplined for unsafe acts or failure to follow the Company's standard operating procedures or standards, whether the unsafe acts or failure to follow the Company's standard operating procedures or standards results in an injury or loss of property.

- 5) Discipline for a near miss/STOP observation is appropriate where the employee's shift manager observes the near miss/STOP and/or reprimands the employee for unsafe behaviour, and subsequently records the event in a near miss/STOP observation document.

SECTION 2: ATTENDANCE POLICY & DISCIPLINE:

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

- (a) Late Arrival for a shift will trigger completion of the "Missed Punch/Fob Request Form" attached to this Agreement. "Late Arrival" is defined as arrival later than the start of the shift changeover.
- (b) For each day of absence, an employee must use one (1) Personal Day as defined herein. Once an employee uses all accrued and unused Personal Days, each absence thereafter results in a step in the 4-Step Attendance Discipline ladder.
- (c) Accrued and unused Vacation Days may not be used to avoid discipline due to unscheduled absences.
- (d) For extreme hardships or catastrophic events causing absences or Late Arrivals, an employee may submit a "Hardship Appeal Form" which will be reviewed by a Union Steward and a Company representative to determine whether a disciplinary exception is warranted under the circumstances. An employee must file the appeal promptly upon their return from the absence.
- (e) 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.
- (f) **HOLIDAY ABSENCES:** An employee who is absent on a Holiday on which he or she was scheduled to work shall forfeit the 8 hours of Holiday pay and receive one step on the Attendance Progressive Discipline ladder regardless of whether the employee has accrued and unused Personal Days to cover the absence.

SECTION 3: EXPIRATION OF DISCIPLINE:

Progressive discipline will be maintained on a 12-month rolling calendar. A given step in the process will expire on the 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).

SECTION 4: GRIEVANCES:

- (a) Employees are encouraged to bring payroll errors to his or her Shift Manager's attention promptly to facilitate the correction of such errors without filing grievances.
- (b) For other matters of grievance, employees are encouraged to discuss such issues with their Stewards and Shift Managers prior to resorting to written grievances.
- (c) Any employee may file any grievance he/she may have in writing with the Stewards, who within fourteen (14) days after the grievance has occurred shall present said grievance in writing to the Shift Manager who will date and initial it and return a copy to the Steward. If the situation warrants, the Shift Manager may call a meeting with the employee, Steward, and other involved parties to discuss the merits and details of the grievance. Within fourteen (14) days of the original receipt of the grievance, the Company will present a written response to the Union. Any grievance not responded to in a timely manner at this level will automatically be escalated to the procedure outlined in subsection (d) below.
- (d) As the Second Step, a Grievance will be discussed and reviewed by the HR Director, the Plant Director and/or Operations Director, and the Union Business Agent at the next scheduled Labor Management meeting. Grievances not resolved at this level can be submitted to Mediation and Arbitration as described in SECTION 5:

SECTION 5: MEDIATION AND ARBITRATION:

- (a) Any disputes and controversies arising under or in connection with the terms or provisions of this Agreement, except those in which a party seeks injunctive relief, which the representatives of the Union and the Employer have been unable to resolve, upon mutual agreement of the Employer and the Union, may first be submitted to non-binding mediation before a single mediator. The mediator shall be supplied by the Federal Mediation and Conciliation Service. The Union/employee and the Employer may submit to mediation in good faith with the objective of resolving the dispute without the need for arbitration or litigation. If the dispute cannot be resolved in mediation, the dispute may be submitted to arbitration within thirty (30) days after mediation has concluded without resolution with notice of intent to arbitrate to be provided in writing by the union to the Company or vice versa.
- (b) If a party demands arbitration, a single arbitrator shall be selected by agreement of the Employer and the Union 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 and the parties shall each bear their own costs. The arbitration procedures herein contained shall be the exclusive remedy for the enforcement of this Agreement and the adjudication of any grievances or other disputes arising hereunder and such arbitration procedures may only be instituted by the Union or the Employer.

SECTION 6: PROGRESSIVE DISCIPLINE PROCESS PERFORMANCE, not attendance issues):

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

- (1) STEP 1 - Verbal Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, Steward, and the employee. (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact of or invalidate the discipline.) The warning may include notice that additional violations will result in further disciplinary action up to and including termination. Any disciplinary action at this step which is not grieved within 14 calendar days from the date of warning will become final and not open to further challenge.
- (2) STEP 2 - Written Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, Steward, and the employee (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline.) The warning may include notice that additional violations may result in further disciplinary action up to and including termination. Any disciplinary action at this step which is not grieved within 14 calendar days from the date of warning will become final and not open to further challenge.
- (3) STEP 3 - Written Warning 2: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, Steward, and the employee. (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline). The warning may include notice that additional violations will result in further disciplinary action up to and including termination. Any disciplinary action at this step which is not grieved within 14 calendar days from the date of warning will become final and not open to further challenge.
- (4) STEP 4 – Final Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the supervisor, Steward, and the 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 termination. Any disciplinary action at this step which is not grieved within

14 calendar days from the date of warning will become final and not open to further challenge.

- (5) STEP 5 - Termination: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, Steward, and employee. (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline.) Any disciplinary action at this step which is not grieved within 14 calendar days from the date of warning will become final and not open to further challenge.

SECTION 7: PROGRESSIVE DISCIPLINE PROCESS

ATTENDANCE (Not Performance Issues):

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

- (1) STEP 1 - Verbal Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, 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 may include notice that additional violations will result in further disciplinary action up to and including termination. Any disciplinary action at this step which is not grieved within 14 calendar days will become final and not open to further challenge.
- (2) STEP 2 - Written Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, 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 may include notice that additional violations will result in further disciplinary action up to and including termination. Any disciplinary action at this step which is not grieved within 14 calendar days will become final and not open to further challenge.
- (3) STEP 3 - Final Warning: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, 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 may include notice that additional violations will result in termination. Any disciplinary action at this step which is not grieved within 14 calendar days will become final and not open to further challenge.
- (4) STEP 4 - Termination: Requires written documentation of the infraction. The documentation must be signed and dated by the Shift Manager, Steward, and employee. (Signing just acknowledges receipt, not agreement. Refusal to sign by the employee does not lessen the impact or invalidate the discipline.) Any disciplinary action at this step which is not grieved within 14 calendar days will become final and not open to further challenge.

Note: Properly reported Worker Compensation injuries **Disability (New York State), NYPFL, FMLA and Approved Leaves of Absence** shall not be charged against an employee's attendance (discipline) record.

SECTION 8: GROSS MISCONDUCT:

The Employer may discharge or discipline any employee on any one of the following grounds without following any progressive discipline steps or schedule as outlined in Article III:

The Grievance procedure in Article III Section 4 grievances shall apply.

- (a) dishonesty as related to money or materials,
- (b) the employee is found to be under the influence of liquor or drugs while on duty,
- (c) violation of local or state health codes,
- (d) direct refusal to obey orders of Company management, including a Shift Manager, unless such order would jeopardize life or health,
- (e) deliberately vandalizing property or equipment,
- (f) engaging in threatening, intimidating or discriminatory behaviour,
- (g) violating the Company's Code of Conduct; and/or
- (h) intentional falsification of documentation.

The grievance procedure in Article III, Section 4 Grievances shall also apply to Gross Misconduct.

SECTION 9: SPECIAL RULES FOR SUSPENSION & TERMINATION STEPS:

The Union and Company agree that except in serious violations leading to discharge **GROSS MISCONDUCT::** it is in the interest of all parties that Progressive discipline suspensions and terminations be reviewed by the Union Business Agent or other Union representative, and HR Director or other Company representative, 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.

ARTICLE IV. - LAYOFF NOTICE AND PAY

The Employer agrees in the case of a 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.

SECTION 2: EQUIPMENT:

- (a) The Company will supply safety gear as may be required by applicable law at no cost to the employee. Employees shall be required to wear and utilize any safety gear provided by the Company.
- (b) The Company will supply safety/hygiene footwear as required to be worn by the Company's "Hygiene/Foot Protection Program." All safety footwear must remain on Company property.
- (c) The Company shall provide respirators and ear protection where legally required. Employees shall be required to wear and utilize any respirators and ear protection provided by the Company.
- (d) 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: PAID HOLIDAY SCHEDULE:

The following are designated as paid holidays:

- (a) New Year's Day
- (b) Easter Sunday
- (c) Memorial Day
- (d) Independence Day
- (e) Labor Day
- (f) Veterans Day
- (g) Thanksgiving Day
- (h) The Day after Thanksgiving
- (i) Christmas Day

SECTION 2: **HOLIDAY PAY:**

- a) For each Paid Holiday occurring on a regular workday of an employee, he/she shall receive eight (8) hours' Holiday Pay if he/she is not scheduled 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) 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.
- d) An employee who works on Christmas Day shall receive eight (8) hours of Holiday Pay (straight time) and 2.5 times the straight time hourly rate of pay for each hour worked.
- e) For employees working the third shift all regular holidays commence on the holiday at 11:00 pm with the exception of "Christmas Day" means the shift beginning on Christmas Eve at 11:00 p.m. and concludes on Christmas Day, and "New Year's Day" means the shift beginning on New Year's Eve at 11:00 p.m. and concluding on New Year's Day.
- f) If an employee works one day of a week in which a holiday falls, he/she shall be entitled to holiday pay, unless he/she is scheduled to work and refuses to work the assigned shift.
- g) Employees must work a regularly **scheduled** shift before and after the holiday, to be eligible for holiday pay.

SECTION 3: **HOLIDAY WORKFORCE SELECTION:**

- (a) If the Company elects to schedule work on any given Paid Holiday, the workforce will be determined on a voluntary basis and bid according to the seniority list for each Craft Group. Work needs occurring on holidays shall be assigned to union employees by reverse seniority following the completion of voluntary bidding for such work slots.
- (b) To minimize the need to force veterans to work on Veterans Day, for forced shifts on Veterans Day only, a special force seniority list will be used in which military veterans shall be afforded seniority over non-veterans for purposes of bidding. However, volunteers to work on Veterans Day will be determined using the regular seniority list used for holiday work. An employee who wishes to utilize his or her veteran status for the seniority exception described in this subsection

must provide written documentation of veteran status to the Human Resources Department for inclusion in his or her personnel file at least two (2) weeks prior to the holiday, with notice by email considered proper notice.

ARTICLE VII. - VACATION RULES

SECTION 1: PAID VACATION SCHEDULE

All employees shall be granted vacation time in accordance with the following schedule:

- Vacation in the 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.

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

SECTION 2: VACATION PAY:

A day of Paid Vacation pay shall be calculated as an employee's hourly rate including shift premium at the time of his/her vacation multiplied by 8.

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 ratio being calculated on the 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 completed vacation lists in each Craft Group shall be posted on or about January 2 of each calendar year. Seniority in each Craft Group 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) or two (2) weeks in July and mid-August.
 - (2) Up to three (3) production employees per week may take vacation during the full calendar year.
 - (3) Up to four (4) production employees may take vacation during weeks of Delaware County Fair, Thanksgiving, and Christmas
 - (4) Up to one (1) maintenance employee per week may take vacation.
 - (5) Up to one (1) laboratory employee per week may take vacation.
 - (6) Up to one (1) warehouse employee per week may take vacation.
- (b) Vacation periods which become available as a result of illness, layoff, or other causes shall be posted for bidding and shall be awarded to the senior bidder.
- (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 at the time of bidding may bid for vacation slots by proxy.
- (e) Employees who will accrue two (2) weeks or more of vacation time during a calendar year may elect to take the second through fifth weeks, as applicable, as consecutive or non-consecutive vacation days in accordance with their seniority.
- (f) Vacation periods which become vacant as a result of illness, layoff, resignation, or discharge shall be posted for bidding and shall be awarded to the senior bidder and his/her previously selected vacation days shall be posted for bidding by other employees based on seniority.
- (g) One (1) maintenance employee may request vacation during the week(s) of plant shutdown. Whether such a request is granted shall be determined by the Company in its discretion.
- (h) Employees will be allowed to bid one week of vacation in individual days following the procedure identified below.

- (i) Employees who will accrue five (5) weeks or more of vacation time during a calendar year may elect to take up to two (2) weeks in individual days following the procedure identified below.

SECTION 5: PROCEDURE FOR BIDDING VACATION

INDIVIDUAL days:

- (1) An employee must indicate his/her desire to bid one week of his/her vacation on individual days at the time of bidding. Once the bidding process has been completed, an employee cannot change his/her bids.
- (2) Individual vacation days may be bid as follows:
 - A. Individual vacation days will be awarded on a first-come, first-served basis.
 - B. One person per Craft Group per day for Craft Groups II, III, IV, and V may be permitted to take individual vacation days.
 - C. One person per shift per day in Craft Group I (Production Operators), at the Shift Manager's sole discretion, may take individual vacation days. The Shift Manager may allow an additional person per shift to take individual days at his or her discretion.
 - D. Employees who voluntarily bid to work a shutdown week cannot bid on single vacation days during that week.
- (3) 24 hours' notice requested on written form provided by the Company.
 - A. An employee will pick up the form from his/her Shift Manager.
 - B. An employee will return the completed form to his/her Shift Manager.
 - C. The Shift Manager will sign and date the form and note the time received.
 - D. The date and time received will determine the awarding of vacation days.
 - 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 notified by his/her Shift Manager.
- (4) 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. - LEAVES OF ABSENCE

SECTION 1: LEAVE OF ABSENCE

An employee may request a leave of absence without pay for up to six (6) months for personal, with the assurance of their old position and seniority rights upon return. A request for a personal leave of absence may be approved by the Employer at its discretion. Medical leaves of absence shall be subject to the Employer's FMLA/medical leave of absence policy and related procedures.

SECTION 2: MEDICAL LEAVE

An employee who takes medical leave must be certified as physically and mentally fit to perform the essential functions of his or her position upon return, and if certified as fit, such employee shall resume his or her position with full seniority rights under this Agreement. A medical leave of absence, has a maximum duration of twelve (12) months at which point the employee will be terminated with loss of seniority.

SECTION 3: DISPUTE

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 may thereafter be examined by a third doctor, to be mutually agreed upon by the Employer and the employee. The report of the third doctor as to the physical condition of the employee shall be final and binding upon the parties. The costs of the third doctor shall be borne equally by the Employer and the employee.

SECTION 4: EMPLOYEE CONTACT AT END OF LEAVE OF ABSENCE

An employee on an approved leave of absence must report to the Employer at least two (2) weeks prior to the employee's projected date for returning to work.

ARTICLE IX. - DISABILITY & WORKER'S COMPENSATION

Union employees who are absent from work because of a work-related injury and/or approved for disability leave shall

SECTION 1: JOB PROTECTION

- (a) receive job protection for the first twelve (12) months of such leave pursuant to Article VIII
- (b) paid health and welfare benefits for the first six (6) months of such leave.

- (c) pursuant to Article VIII, be entitled to reinstatement without loss of seniority if he/she returns to work on or before the expiration of the twelfth (12th) month of such leave period

SECTION 2: CONTINUATION

If such an employee is unable to return to work by the end of the sixth (6th) month of leave, he/she shall be entitled to continuation of his/her health and welfare benefits at his/her sole expense in accordance with COBRA with the COBRA trigger date considered the first day of the seventh (7th) month of such leave, and the employee being subject to the Employer's rules and policies for COBRA benefits continuation.

ARTICLE X. PAID PERSONAL DAYS

SECTION 1: UNSCHEDULED PERSONAL DAYS

All Paid Personal Days are inclusive of paid sick days and the requirements of the, **New York State Paid Sick Leave 196-B**, are considered Unscheduled Personal Days.

- (a) New Hires: Newly hired employees will be afforded five (5) Paid Personal Days during his or her first year of employment.
- (b) **All employees who have completed one (1) year of service with the company will be entitled to thirteen (13) paid unscheduled personal days per year. All employees who have completed ten (10) years of service with the company will be entitled to fourteen (14) paid unscheduled personal days per year.**

SECTION 2: ROAD CLOSURE 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 because of inclement weather, such employee would be excused with pay from his/her scheduled shift without incurring an attendance infraction so long as the impacted employee provides documented proof of the road closures.

SECTION 3: INCENTIVE FOR ADVANCED SCHEDULING OF PAID PERSONAL DAYS

Employees who formally give at least 72 hours' notice of when they intend to take Paid Personal Days will receive the following incentive: Upon taking a personal day as notified, the employee will be paid for 12 hours at straight time for that day. Employees must follow the formal written process dictated by the Company for this notification to be eligible for incentive pay.

SECTION 4: PAYOUT FOR UNUSED PAID PERSONAL DAYS

Employees who do not use all their Paid Personal Days during a given year shall be paid in the first payroll of the following calendar year for up to ten (10) such unused Paid Personal Days at the rate of sixteen (16) hours (straight time) per Paid Personal Day surrendered.

SECTION 5: PAID PERSONAL DAYS DURING SHUTDOWN WEEKS

Any employee who voluntarily bids to work during a shutdown week is prohibited from using Paid Personal Days during such shutdown week. If an employee who suffers a significant illness or hardship that requires the use of Personal day during such shutdown week, he or she will be required to present documentation of the illness or hardship for evaluation by the Site Director, HR Director and Business Agent. Any such day taken without proper and accepted documentation will result in a step on the Attendance Discipline Ladder.

SECTION 6: APPROVED FMLA / NYPFL

Approved FMLA/NYPFL time shall not be charged against Personal Days and the employees attendance record. An employee will be allowed at the employee's option to use available vacation or Personal Days to cover a lost time injury. Approved FMLA leave, **is subject to the current FMLA rules**. Additional vacation or Personal Days can be used to supplement benefits as permitted by law or statute.

SECTION 7: HOSPITAL ADMITTANCE

If an employee is absent from work because he or she is admitted to a hospital for medical treatment, such absence shall not be treated as an absence eligible for disciplinary action. This provision 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.

SECTION 8: INCREMENTS PAID PERSONAL DAYS

A Paid Personal Day may be taken as four (4) hour increments at the beginning or end of a shift.

ARTICLE XI. – BEREAVEMENT LEAVE - JURY DUTY PAY – ACCIDENT

SECTION 1: BEREAVEMENT LEAVE

- (a) An employee who experiences a death of his or her Immediate Family Member may take up to five (5) days of Bereavement Leave.

- a. "Immediate Family Member" is defined as a spouse or domestic/civil-union partner, child, custodial stepchild, parent, or stepparent.
- (b) An employee who experiences a death of his or her Extended Family Member may take up to three (3) days of Bereavement Leave.
 - a. "Extended Family Member" is defined as a sibling (brother, sister), father-in-law, mother-in-law, grandparent, or grandchild.
- (c) An employee who experiences a death of his or her Distant Family Member may take up to one (1) day of Bereavement Leave.
 - a. "Distant Family Member" is defined as a sister-in-law, brother-in-law, great-grandparent, or grandparent of an employee's spouse or domestic/civil-union partner.
- (d) Bereavement Leave days must be used consecutively within one (1) week of the death,
 - a. except that one (1) day may be reserved for a future funeral or memorial service upon submission by the employee of a written request to the Human Resources Department or his or her Shift Manager.

SECTION 2: JURY DUTY PAY

Employees who are ordered to appear for jury duty shall promptly notify their Shift Managers of such orders. An employee ordered to appear for jury duty shall be compensated by the Company for time spent performing jury duty at the rate of eight (8) hours per day of jury service, less the amounts of jury fees received by them. Company payment for jury service shall be paid only upon presentation of proof of jury services and amounts of fees received by the court. Employees scheduled to work on the third shift shall be excused for the day on which jury duty is served.

SECTION 3: WORK-RELATED INJURIES:

Any employee who has a work-related injury 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 an injury occurred.

ARTICLE XII. - CRAFT RULES

SECTION 1: CRAFT GROUPS:

The Craft Groups are identified as follows:

- | | | |
|------------|--------------------|-----------------------------------|
| Group I - | <u>Production:</u> | 1. Operators
2. Lead Operators |
| Group II - | <u>Laboratory:</u> | Technicians |

Group III - Maintenance: Maintenance Mechanics
(steps 1 through maximum)
Maintenance Specialist

Group IV - Warehouse: Operators
Lead Persons
Vacation Relief Personnel

Group V - Open: Porters

SECTION 2: NEW CRAFTS

If a new craft is created, the rate of pay 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, mediation, and arbitration according to the procedures specified in this Agreement.

SECTION 3: JOB DESCRIPTIONS AND REQUIREMENTS:

GROUP I – PRODUCTION: OPERATORS:

- (a) Employees in the following classification: Hydrolysate Operator who performs various tasks related to the manufacture of products.
- (b) For operators hired after December 1, 2009, continued employment with the Company is dependent on successfully completing the requirements of the Company's training program within the first two years of employment, successfully recertifying on an ongoing basis thereafter, and actively participating in the Company's continuous improvement programs. The Tower and ILP are considered two (2) separate pieces of equipment for purposes of certification.
- (c) 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 - PRODUCTION: LEAD OPERATORS:

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

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

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

GROUP II – LABORATORY: TECHNICIANS: A Technician is any employee who performs laboratory analyses and quality control functions.

GROUP III – MAINTENANCE:

(a) MECHANICS:

- (1) Mechanics are employees who can, with or without supervision, diagnose and repair production machinery and equipment.
- (2) Mechanics' pay rates may be determined in accordance with their ability to perform their assigned work without supervision.
- (3) Advancements from step to step shall be completed within 3.5 years of the date of hire or start of the new contract until the employee reaches the maximum rate provided that the following requirements are met:
 - improved work performance to a level satisfactory to the Maintenance Manager and/or Shift Managers.
 - enrol 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.
 - have on hand personal tools as set forth in a tool list furnished by the Company.
 - Handwritten notes, reviewed by the manager, can be used when taking tests.
 - Exceptions to the timeframe must be agreed upon between the union and management.
- (4) A Mechanic with one year of service shall be subject to the bidding procedure for shifts.

GROUP III – MAINTENANCE:

SPECIALIST: A Specialist is a Maintenance Mechanic who has completed additional training in a given area of expertise defined by the Company. Vacancies in this position shall be subject to bidding by bargaining unit employees who meet the qualifications established by the Company. The Company has sole discretion to select a qualified bidder to fill a vacancy.

GROUP IV – Warehouse:

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

The Warehouse Lead Operator is responsible for operating lift trucks and/or hand trucks to move or hoist materials to proper departments or areas. 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 performing custodial duties as assigned in the production areas. Union Porters are not required to perform custodial duties in the Company's administrative offices and consistent with long-standing precedent, such work may be performed by non-union contractors.

ALL CRAFT GROUPS: VACATION RELIEF EMPLOYEES

A Vacation Relief Employee is responsible for vacation coverage within a Craft Group, weekend coverage, and other flexible scheduling as necessary.

SECTION 4: LIGHT DUTY

- (a) The Company has the right but is not required, to set full-time light duty assignments for employees who, for medical reasons, are unable to perform all duties of their assigned classifications. These assignments will not displace any regular employee. Before scheduling any light duty assignments, a written note from a physician stating the limitations of an employee requesting light duty must be submitted to and approved by the Company's Human Resources Department.
- (b) All elements of light duty assignments including a selection of participants, number of participants, type of work, nature of duties to be performed, hours of work, and length of assignments will be determined at the sole discretion of the Company. However, all elements of each individual assignment will be reviewed with the Union representative prior to the start of an assignment.

ARTICLE XIII. - SENIORITY, LAYOFF AND BIDDING RULES

SECTION 1: GENERAL SENIORITY RULES:

- (a) Seniority shall, in all cases, prevail as shift changes, vacation picks, and layoffs.
- (b) Whenever a layoff occurs in any Craft Group, the most junior employee in the craft group shall be laid off first, followed sequentially by the next most junior employee.
- (c) If the Company rehires laid-off employees, employees shall be rehired in order of their seniority with the most senior laid-off employee rehired first. Any laid-off employee who is rehired within two (2) years shall have their seniority bridged retroactively to his or her hire date.
- (d) Resignation or discharge shall constitute a break in seniority. Seniority shall calculate anew if and to the extent that an employee who resigns is rehired.
- (e) Any Bargaining Unit member who is promoted into a management position 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, his or her seniority rights would not bridge retroactively to his or her original date of hire and would calculate anew.

SECTION 2: BIDDING PROCEDURES FOR VACANCIES:

- (a) Vacancies in all positions shall be posted for seventy-two (72) hours and shall be subject to bidding 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 postings.
- (c) All successful bidders shall be notified of the bidding results promptly after the close of the bidding period.
- (d) Successful bidders moving into new job assignments shall not be eligible to bid for other vacancies 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 because 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.

- (f) In bidding for vacant positions, the Company shall determine the qualifications of the prospective bidders to perform the job properly.

SECTION 3: SENIORITY RE: TRANSFERS TO ANOTHER CRAFT GROUP

- (a) An employee who desires to transfer to another Craft Group shall notify his Shift Manager in writing or apply online via the 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 whether the successful applicant is 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 the time period can be agreed upon between the 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 4: CRAFT GROUP BIDDING:

Bidding of all positions in each Craft Group shall occur every two (2) years, in odd-numbered years, on or around June 1 according to the following procedure:

1. By June 1st, the Company will prepare and present to the Union membership a list of existing positions with shifts and days of rest identified, for each Craft Group.
2. Union employees will bid for open positions in order of their seniority in the Craft Groups in which they are employed at the time of bidding. Shift Managers will manage the bidding process and be responsible for completing the bidding process no later than July 1st. Employees will have three (3) hours to make their choice once notified. The Shift Managers shall present the completed roster to the Company's Production Manager when completed.

3. After review by the Company, the new shift roster will be posted prior to the first scheduled shutdown week or on a later date if mutually agreed by the Union and Company.
4. The new roster will go into effect upon the first shift upon restart of production operations following the shutdown week(s) or on a later date if mutually agreed by the Union and Company.

SECTION 5: 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 ensure 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 a 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.”

ARTICLE XIV. – PENSION AND HEALTH INSURANCE PROGRAMS

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: PENSIONS

(a) The Company’s total pension contributions are as follows:

- (1) Effective January 1, 2024: \$ 299.02 per 40 hours maximum paid per week, up to an annual maximum of 2,080 hours annually, per full-time Union employee.

- (2) Effective January 1, 2025: \$ 299.02 per 40 hours maximum paid per week, up to an annual maximum of 2,080 hours annually, per full-time Union employee.
- (3) Effective January 1, 2026: \$ 299.02 per 40 hours maximum paid per week, up to an annual maximum of 2,080 hours annually, per full-time Union employee.
- (b) The Employer shall not make such pension contributions regarding a particular employee for any period in which the employee is absent from work without pay. Payments shall be made monthly on or before the 15th day of the preceding calendar month.
- (c) The Company reserves the right to review and negotiate at any time with Teamsters Local 317 regarding the Teamsters 338 pension plan.

SECTION 2: **HEALTH INSURANCE PROGRAM:**

- (a) 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 100 per cent (100%) of the 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. 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, 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. For newly hired Union employees, the Company will finance the HRA accounts after the successful completion of 90 calendar days of employment.

c. Union Fund Premiums for the Term of this agreement are as follows:

2024:

- Family – \$ 1692.21/Month
- 2 Person – \$ 1231.05/ Month
- Single – \$ 616.42/ Month

2025:

- Family – \$1,779.65/ Mo
- 2 Person – \$1,294.67/Mo
- Single – \$ 648.27/Mo

2026:

- Family – \$1,891.42/ Mo
- 2 Person – \$1,376.05/Mo
- Single – \$ 688.91/Mo

- d. 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 XV. – 401 (k)

The Company may institute a qualified retirement savings plan under Section 401(k) of the Internal Revenue Code and applicable regulations during the term of this Agreement. The plan would be available voluntarily to all interested bargaining unit employees in accordance with relevant plan documents.

ARTICLE XVI. – TUITION REIMBURSEMENT

A tuition reimbursement program is available to full-time covered employees who have completed at least 12 months of consecutive service. The terms of the Company's program and IRS requirements govern the program. Please see Human Resources for plan details.

ARTICLE XVII. – LABOR-MANAGEMENT MEETINGS

To encourage the mutually beneficial exchange of ideas, and to resolve pending disputes or grievances, on approximately a monthly basis with the schedule to be agreed by the Union and the Employer, the Stewards, a Union Business Agent, and one or more Company representatives shall meet. The Labor Management Meeting schedule shall be set by agreement of the Union and the Company.

ARTICLE XVIII. – NON-DISCRIMINATION

SECTION 1: NON-DISCRIMINATION AGAINST AN INDIVIDUAL

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, or terms or conditions of employment because of such individual's race, color, religion, sex, national origin, marital status, or age (over 18 years), disability, veteran status, or other characteristics protected by state or federal law, 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, veterans status, or other characteristics protected by state or federal law.

SECTION 2: NON-DISCRIMINATION AGAINST A UNION MEMBER

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 employee's lawful activity and /or support of the Union.

ARTICLE XIX. – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

ARTICLE XX. – POST-ACCIDENT /INCIDENT DRUG AND ALCOHOL TESTING

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 employees who are involved in an accident or safety incident. The Union agrees to support the implementation and administration of such a policy.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to take effect on the Effective Date.

TEAMSTERS LOCAL 317

By: Ed Arnold 3-14-24
Ed Arnold

Title: BUSINESS AGENT

By: Joshua Maciatek 3/14/24
JOSHUA MACIATEK

Title: CHIEF STEWARD

By: Jason Maciatek 3/14/24
JASON MACIATEK

Title: STEWARD

By: Jennis Stalter
JENNIS STALTER

Title: STEWARD

By: _____
LOGAN ROBINSON

Title: STEWARD

By: _____
Title: STEWARD

FRIESLANDCAMPINA INGREDIENTS NORTH AMERICA, INC.

By: B.W. Styer
B.W. STYER

Title: SITE DIRECTOR 3/14/2024

Appendix

SECTION 1: New Employee Declaration - Operator

FrieslandCampina Ingredients NA and Teamsters Local 317 are committed to the continued success of the Delhi production facility 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 their understanding of these provisions, and execute this document to confirm that understanding.

A new employee has levels of certification in the training program that must be met by the 120th calendar day and by the 1-year and 2-year anniversaries of employment. Additionally, employees are required to maintain their certifications to operate production equipment on an ongoing basis after 2 years of employment by taking periodic recertification tests according to Company policy. Employees who are unable to qualify according to the minimum standards will be terminated from employment on the sole basis of that disqualification. The inability to successfully train and qualify to the established proficiency levels is not considered a disciplinary situation and is not subject to the progressive disciplinary process outlined in the bargaining agreement.

Employees will be given the means to track his/her training hours in conjunction with the Company's training program and review hours bi-weekly to ensure that training hours are accurately documented. Ultimately, the Shift Managers' 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 reemployment by the Company. Grievances for terminations based solely on the implementation of this training process will be automatically denied and considered resolved in favour of the Company's right to enforce these requirements.

Each 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 the Company's training program and acknowledges that his or her continued employment by the Company is based on meeting these levels of training.

The following are the specific requirements and timelines that must be met by employees to maintain employment:

Within the first 120 calendar days:	1. Successfully complete the New Hire 4-Week Training Cycle 2. Successfully certify on two major units of operation
Within One year of employment:	Successfully certified a total of five major units of operation including ILP and the Tower
Within Two years of employment:	Successfully certified a total of eight major units of operation including ILP and the Tower.
Ongoing after 2 years of employment:	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)	

SECTION 2: New Employee Declaration – Mechanic Trainee

FrieslandCampina Ingredients North America, Inc. and Teamsters Local 317 are committed to the continued success of the Delhi production facility 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, acknowledge understanding of these provisions, and execute this document to confirm that understanding.

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. The 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.

Employees are responsible for tracking their training hours and will review hours biweekly with their Shift Manager to ensure that 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 reemployment by the Company. Grievances for terminations based solely on failure to complete this training process will be denied and automatically considered resolved in favor of the Company's right to enforce these requirements.

You acknowledge that by accepting employment as a Mechanic Trainee, you accept the requirement to successfully train according to the requirements of the Company's training program and acknowledges that your continued employment by the Company is based on meeting these levels of training.

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

Step 1 – First 120 Calendar Days of Employment

1. New Hire Orientation and Onboarding Checklist (HR, Safety, Quality)
2. Elicit – training system
3. TMS – Maintenance documents and training
4. Daily Rounds/Compliance Forms (Forms found in Binder, TMS and Elicit)
5. Mechanics SAP Training (Work Instructions found in Binder, TMS and Elicit)
6. General Maintenance Information (Shadowing Lead Mechanics)
7. 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 the date received. You must set up a login for testing purposes.*

Read all lessons in Steps 2-6 (20 Binders) – available on paper or online via Elicit. Upon completion of each lesson, you will be required to be tested 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 120 calendar days
Boilers (in-house and external training)	Step 1: 1st 120 calendar 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	Step 6

sensors)	
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)	Signature
Date	
Witness (Company)	
Witness (Union)	

SECTION 3: New Employee Declaration – Lab Technician Trainee

FrieslandCampina and Teamsters Local 317 are committed to the continued success of the Delhi production facility 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 120th calendar day, and first and second anniversaries of employment. Additionally, employees are required to maintain certification on equipment and tasks on an ongoing basis after 2 years of employment by taking periodic recertification tests according to Company policy. Employees who are unable to qualify according to the minimum standards will be terminated from employment on the sole basis of that disqualification. The inability to successfully train and qualify to the established levels is not considered a disciplinary situation subject to the progressive disciplinary process.

Employees will be given the means to track their training hours in conjunction with the training program and review hours biweekly with their Shift Manager to ensure accurate training hours are documented. Ultimately, the Shift Managers' 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 reemployment by the Company. Grievances for terminations based solely on the implementation of this training process will be automatically denied and considered resolved in favor of the Company's right to enforce these requirements.

You acknowledge that by accepting an offer for employment as a Laboratory Technician Trainee, you accept the requirement to successfully train according to the requirements of the Company's training program and acknowledges that your continued employment by the Company is based on meeting these levels of training.

The following are the specific requirements and timelines that must be met by employees to maintain employment:

SECTION 4: Laboratory Technician Trainee Training Requirements Summary

Section 'A': Requirements within the first 120 calendar 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, and 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 completed 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' the technician will:

- ◆ Successfully completed training on all plating activities including restocking 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' the technician will:

- ◆ Successfully complete training on all QC Chemistry testing and reagent preparations
- ◆ Independently perform all QC Chemistry testing for the 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 the Company to comply with regulatory requirements and industry and customer standards).

For Section 'D' the 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

SECTION 5: Get A Withdrawal Card When You Leave Your Job

BE SURE THAT YOU REQUEST A WITHDRAWAL CARD WHEN BEING LAID OFF, GOING ON LEAVE-OF-ABSENCE, LENGTHY MEDICAL LEAVE OR TERMINATING YOUR EMPLOYMENT. ALL FEES AND BACK DUES MUST BE PAID BEFORE THE WITHDRAWAL CARD IS ISSUED.

IT IS YOUR RESPONSIBILITY TO OBTAIN A WITHDRAWAL CARD, SO PLEASE DO THIS AS SOON AS POSSIBLE AFTER LEAVING THE COMPANY FOR ANY REASON.

RETURNING TO WORK: YOU NEED TO CONTACT THE UNION HALL.

FAILURE TO REQUEST A WITHDRAWAL CARD MAY OBLIGATE YOU TO PAY ALL BACK DUES OWED.

CONTACT TEAMSTERS LOCAL 317
AT 315-471-4164 ext. 110

SECTION 6: MISSED PUNCH FORM

Missed Punch/FOB Request Form

Employee Name:			
Date:			
Department:		Production	
New FOB Required		Yes	No
Date Punch Missed:			
Shift:			
Punch Time Entry Requested:		IN:	OUT:
Reason For Missed Punch:			
Shift Manager Notified:		Date:	Time:
Excused Punch:		Yes	No
Reason:			

Date: _____

Employee Signature _____

Date: _____

Supervisor Signature _____

Date: _____

Manager/ Supervisor Signature _____

Missed punch / FOB Policy

- 1) Show up late to the Level I Meeting (Shift Exchange) without punching in at the time clock is a "Late to Shift Exchange" and is a violation in the attendance policy (Punches beginning 1 minute after the top of the hour – 14 minutes after the top of the hour) = 1 Point
 - a) *Late Punches beginning at 15 minutes after the top of the hour will be dealt with using personal time in 4hr increments (0 Points)
- 2) Early arrival (15 minute) before shift / late clock-out (15 minutes) after shift resulting in unscheduled OT = 1 point
- 3) Any unexcused missed punch = 1 Point, the is also Operator is required to fill out the Missed Punch / FOB request form to be paid properly. (Verbal notification is not acceptable)
- 4) If you lose your Fob, requiring a new one to be issued = 2 Point
 - i) *No additional points will be accumulated until new FOB is issued
- 5) If you accumulate 10 Points within a calendar year you will receive a job performance disciplinary step. Every 2 Points thereafter (12, 14, 16, etc.) there will be an additional Job Performance Steps issued.
- 6) Any patterns of abuse will be dealt with a job performance step

Points will be maintained on a 12-month rolling calendar. 40196 State Hwy 10, Delhi, NY 13753, U.S.A 1 607-746-0100G. dcp@phares Department Prod Production Office Forms

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