

AGREEMENT

BETWEEN

WOOD RIVER INDUSTRIES

AND

LOCAL 155, UNITED ELECTRICAL, RADIO
AND MACHINE WORKERS OF AMERICA (UE)

EXPIRATION DATE: 11/14/2024

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THIS AGREEMENT is entered into this **14th day of November 2021** between WOOD RIVER INDUSTRIES (hereinafter referred to as "Company"), on the one hand, and LOCAL 155, UNITED ELECTRICAL, RADIO AND MACHINE WORKERS OF AMERICA (UE) (hereinafter referred to as "Union"), on the other hand.

ARTICLE I- RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agent for its employees, as stated in Section 2 herein, at its facility located at 6 Campus Drive, Burlington, NJ 08016.

Section 2. The term "employee" as used in this Agreement shall include all full-time and regular part-time production and maintenance employees, but excluding office clerical employees, technical and professional employees, guards and supervisors as defined in the Labor-Management Relations Act.

Section 3. Hereafter, when the term "employee" appears in this Agreement, it refers only to those employees for whom the Union is recognized as the bargaining agent. The sole purpose of this Article is to define the classifications of employees for whom the Union is recognized as the collective bargaining agent. Nothing in this Article shall be construed to mean that an employee or a group of employees has an inherent right to a particular job.

Section 4. The Employer and the Union will meet quarterly to discuss converting temporary employees to bargaining unit employees.

ARTICLE II- PROBATIONARY PERIOD

Section 1. The Company shall have the right to hire employees from any source whatsoever; however, the Company agrees to advise the Union of employment opportunities. For employees hired, the probation period is 60 working days. During the probationary period, the Company shall be the sole judge as to whether or not such new employee is qualified to continue in its employ, and the Company may discharge such employee for any reason in its sole discretion without recourse to grievance or arbitration procedures herein set forth. The Company will notify the Union of all terminated employees who have 30 or more days of tenure with the Company.

Section 2. The Union shall conduct a fifteen (15) minute orientation with new hires upon the successful completion of probation. This orientation shall be fifteen (15) paid minutes at the start or finish of a scheduled shift. All employees who convert at the same time will receive this orientation at the same time.

ARTICLE III- MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 1. Except as otherwise specifically provided in this Agreement, the Company shall manage the facility and direct the working force. Management of the facility includes, but is not limited to, the right to plan, direct and control facility operation, to determine the number and location of its facilities, the schedule of hours of work, the schedules of production, the methods,

processes and means of manufacture and the location thereof, to hire, fire, lay off for lack of work or other legitimate reasons, transfer from job to job and department to department, to make reasonable rules and regulations governing conduct and safety, to select, direct, promote, demote and transfer employees, to suspend, discipline or discharge for cause and to determine the number of management personnel, supervisors and foremen to be employed in the plant and their utilization for work in the facility.

Section 2. The Company will give the Union advance notice of changes in policy that could affect bargaining Union Members.

ARTICLE IV - GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Union and the Company as to the meaning and application of any specific term or provision of this Agreement, an earnest effort shall be made to settle such differences as promptly as possible, **and at the lowest level possible** by utilization of the grievance procedure. No grievance shall be considered unless it is processed in accordance with the procedures herein set forth.

STEP 1. Between the aggrieved employee, the employee's steward or the chief steward, the HR Representative (or designee), **the applicable Supervisor** and anyone in supervision deemed by the Company to be needed to discuss the grievance. The Company will give its reply to the steward or employee within one (1) working day from the time of the meeting at which the grievance was discussed.

STEP 2. If the grievance is not settled in Step 1, the employee's steward and/or the chief steward shall reduce all facts concerning the grievance to writing, have it signed by the employee involved, and present it within two (2) working days after receipt of the Company's reply in Step 1 to the **Facility Director, and the Company's HR Representative** for settlement. The Company shall give its answer within three (3) working days after receipt of the written grievance. If no satisfactory settlement is reached, the grievance shall be referred to Step 3 within three (3) working days of the Company's answer.

STEP 3. The Union representative, the Chief Steward, the aggrieved employee's steward, the aggrieved employee, **corporate human resources and any other** representative(s) the Company **designates** shall meet to discuss the grievance. The Company shall give the Union its decision on the matter in writing within three (3) working days after the said meeting.

Section 2. The Union and the Company further agree to submit any grievance not adjusted under the preceding steps to an arbitrator selected according to the current rules of the Federal Mediation and Conciliation Services within thirty (30) days after the date of the decision of management in step three herein above. Unless arbitration is requested, it may be presumed that the decision of management was satisfactory and the grievance shall be considered closed.

The decision of the arbitrator shall be final and binding upon both parties, but they shall not have the power to add to or subtract from or modify any of the terms of this Agreement. The fees and costs of the impartial arbitrator and any expenses in connection therewith shall be borne equally by the parties hereto.

Section 3. The grievance (other than grievances relating to discharge and discipline, which must be submitted in writing at Step 2 of the Grievance Procedure within five (5) days of the discharge or discipline) must be initiated in Step 1 within five (5) days after the occurrence which gave rise to the grievance, or it shall be deemed to have been waived by the aggrieved employee and the Union. Grievances, other than related to clerical errors, involving wage rate disputes shall be submitted within ten (10) days after the occurrence which gave rise to the grievance, or it shall be deemed to have been waived by the aggrieved employee and the Union. Any grievances not appealed to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Company's last answer.

When an employee is subject to and notified of a suspension under the Company's attendance rules, the serving of the disciplinary time off will be deferred to permit an employee who wishes to grieve the suspension an opportunity to do so. The grievance must be filed within seventy-two (72) hours of receipt of the suspension notification. If the employee grieves the suspension, the imposition of the penalty will be further deferred until the grievance process, including arbitration, has been completed.

Section 4. No employee or Union steward shall leave his work station during regularly scheduled work periods to discuss or process grievances without advance permission from their supervisor, which permission shall not be unreasonably withheld. All such discussion and processing of grievances shall be carried out in such a manner as to minimize interference with the Employer's production.

Section 5. It is understood that any of the stewards may institute a grievance on behalf of any union member, or the Union in general, where necessary or practical to do so.

Section 6. In the processing of grievances under this Article, each party agrees to provide the other with all of the known facts and evidence which are pertinent to the grievance at the earliest step of the grievance procedure possible.

ARTICLE V- ARBITRATION

Section 1. Either party shall have the right to refer to the impartial arbitrator any difference which has not been satisfactorily adjusted by means of the steps established in the Grievance Procedure section and within the time limits therein specified. No individual employee shall have the right to invoke arbitration.

Section 2. When the services of an impartial arbitrator are required, the Federal Mediation and Conciliation Services shall be asked to designate the impartial arbitrator in accordance with its rules. The designation so made and the decision of the arbitrator shall be final and binding. The arbitrator shall have no power to add to, subtract from, alter or modify any of the terms and conditions of this Agreement.

Section 3. The compensation and proper expenses of the impartial arbitrator shall be agreed upon between them and the parties hereto, and each of the parties hereto shall be responsible for, and pay to them, one-half (1/2) of the said compensation and expenses.

Section 4. No more than one (1) grievance may be submitted to an arbitrator for determination at one time unless mutual written agreement of the parties is obtained for the submission of multiple grievances to the same arbitrator.

ARTICLE VI- NO STRIKE

Section 1. Under no circumstances shall there be any strike, slowdown, picketing or other interference with or interruption of the Company's business by the Union or its members during the term of this Agreement. Under no circumstances shall there be any lockout during the term of this Agreement.

ARTICLE VII- UNION SECURITY- CHECKOFF

Section 1. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and those who are not members on the execution date of this Agreement shall, on the sixty-first (61st) day following the execution date of this Agreement, or the sixty-first (61st) day following the date of their employment, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees of the Company covered by this Agreement and hired on or after its execution date, shall, on the sixty-first (61st) day following the beginning of such employment, become and remain members in good standing in the Union.

Section 2. During the life of this Agreement, the Company will check off monthly dues and initiation fees as membership dues in the Union, provided it receives from the Union an individually signed lawful voluntary checkoff authorization card for each employee for whom such deductions are to be made.

Section 3. Deductions for membership dues for employees who have voluntarily signed checkoff authorization cards shall be made each month (on a weekly basis) from the first pay to which such employees are entitled in such month. The first weekly deduction of membership dues shall be made in the month following the month in which the checkoff authorization is delivered to the Company.

Section 4. All monies deducted under the provisions of this Article shall be promptly remitted to the Financial Secretary of the Union as quickly as feasible.

Section 5. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the foregoing provisions.

ARTICLE VIII- LEAVE OF ABSENCE

Section 1. The Company may, at its discretion, grant an employee, upon request, a leave of absence. Such leave of absence when granted shall be in writing for a definite period and signed by a Company representative. The written leave of absence shall be transmitted to the employee, a copy

retained in the employee's personnel file, and a copy submitted to the Union.

Section 2. A leave of absence without pay for Union business will be granted to a maximum of one employee at any one time for a period of six (6) months. The leave of absence is renewable for three-month periods thereafter upon mutual agreement of the Company and the Union.

Section 3. The Company will comply with all State and Federal leave – to include State - of New Jersey family leave insurance law, temporary disability insurance law, the Family Medical Leave Act, and workers compensation. The company may at its discretion grant additional leave for a defined period of time.

Section 4. Once every two (2) years the Company will allow up to five (5) consecutive unpaid excused days of Emergency Personal Leave of Absence (EPLOA), with documentation of the emergency. All available paid time off must be exhausted prior to the use of this EPLOA.

ARTICLE IX- DISCRIMINATION

Section 1. The Company and Union agree that neither shall discriminate among employees or employee applicants because of color, race, sex, creed, national origin, age, or any other classification protected by state and/or federal law.

The Company will not discriminate against Union employees because of their Union activity.

ARTICLE X- DISCHARGE AND DISCIPLINE

Section 1. Employees may be disciplined or discharged only pursuant to the recognized standard for just cause. Disciplinary notices will be maintained in the employee's personnel file forever, but only the last twelve (12) rolling months are reviewed when deciding the next level of the progressive discipline process.

The steps of the progressive process which is designed to improve employee behavior and/or performance and thereby avoid future discipline are:

1. Verbal Warning
2. Documented Verbal Warning
3. Written Warning
4. Final Warning (may include a three (3) day unpaid suspension)
5. Termination of employment

Disciplinary issues (excluding attendance) shall be on one single progression. This means that all discipline builds on the last event, and does not start over for different types of infraction. In addition, depending on the seriousness of the incident, disciplinary action may start at a higher level than a verbal warning.

Disciplinary issues include, but are not limited to, no call/no show and/or more than ten (10) missed punches in a rolling twelve (12) months.

A Union steward will be present whenever discipline is issued to an employee, or for any meeting between an employee and management that could lead to discipline. The employee involved and the Union steward will be given copies of all disciplinary notices issued.

Section 2. All discharges will be taken immediately to Step 2 of the grievance procedure (Article IV) herein.

ARTICLE XI- RIGHT OF VISITATION

Section 1. Representatives of the Union shall have access to the facility during working hours for the purpose of investigating grievances. They shall notify the Company prior to each visit and make their presence known at the Company's office upon arrival.

ARTICLE XII- BARGAINING COMMITTEE

The Union's contract negotiating committee shall consist of no more than six (6) stewards— **three (3) stewards will be paid by the Company (regular wages eight (8) hours) for up to eight (8) days of bargaining for Contract expiration.**

ARTICLE XIII-WAGES

Section 1. The schedule of wage rates set forth in Appendix A are part of this Agreement and shall govern during the duration of this Agreement. If at any time during the term of this Agreement the Federal or New Jersey minimum wage is greater than any starting wage rate set forth in Schedule A, such starting wage rate(s) shall be increased to the higher of the Federal or New Jersey minimum wage rate as of the effective date of such higher minimum wage rate.

Section 2. **Employees who are certified equipment trainers will receive a seventy-five (\$.75) cents differential per hour for hours when they are training other employees.**

ARTICLE XIV- SENIORITY AND JOB POSTING

Section 1. Seniority is defined as the length of continuous service of an employee from said employee's most recent date of hire.

- a) There shall be two separate seniority lists as follows:
 - (1) Regular full-time employees.
 - (2) Regular part-time employees (employees regularly scheduled and working less than forty hours per week).

- b) When an employee changes work status from regular part-time to regular full-time, or from regular full-time to regular part-time, for seniority purposes the employee's seniority on the seniority list of the work status into which he is transferring will be as of the date of his transfer into such working status.

Section 2.

- a) When the Company decreases the work force, temporary employees are the first to be laid off. The part-time employees in the job classification, in order of seniority, shall be the next to be laid off. If further layoffs are required, after all temporary and part-time employees in the particular department have been laid off, then regular full-time employees shall be laid off in order of seniority, provided that those employees remaining at work can fulfill production requirements.

The six departments referred to herein are:

- (1) Inbound
 - (2) Outbound
 - (3) Returns
 - (4) Inventory
 - (5) Maintenance
 - (6) Quality
- b) An employee displaced as a result of such decrease in the work force shall be entitled, on the basis of departmental seniority on their particular seniority list (full-time or part-time), and provided that the employee can do the job in the normal manner, to displace a more junior employee on their particular seniority list in another department in an equal or lower rated classification, provided further that not more than twenty-five percent (25%) of the most junior employees on either seniority list in another department may be displaced by employees bumping into such department.

Section 3. Seniority shall be lost for the following reasons:

- a) If the employee resigns or voluntarily quits.
- b) If an employee has not reported to work for two (2) continuous workdays and has failed to notify the Company office.
- c) If the employee is discharged for just cause.
- d) If the employee fails to notify the Company of their intention to return to work within two (2) days of a notice of recall to work, or fails to report for work within five (5) days after written registered notice to the last address appearing on the Company's records.
- e) A layoff which continues for one (1) year.
- f) If the employee overstays a leave of absence without permission of the Company.

Section 4. Seven (7) stewards shall have top seniority in their respective departments in cases of layoff. Included in the above number of seven (7) stewards shall be two (2) Chief Stewards located at the Company's Burlington, NJ facility. Except in circumstances beyond the control of the Company, the Company agrees to notify the appropriate Chief Steward and the stewards in the affected departments of layoff not later than the end of the preceding workday. It is specifically agreed that there will be no disruptions of work caused by stewards meeting with employees concerning the layoff.

Section 5. Employees temporarily transferred to a higher rated job during any workday shall be paid the higher rate of pay as provided herein for all hours worked that day on the higher rated job. The higher rate of pay for such employee temporarily transferred into a higher rated classification will be calculated according to the progression provisions set forth in Appendix "A," as appropriate, of this Agreement, based on such employee's past experience in such classification or demonstrated proficiency in performing the tasks related to said higher rated classification. An employee who is capable of performing all of the tasks related to such classification in an efficient and competent manner will receive the full job rate of the classification.

In order to provide employees with an opportunity to acquire the skills and experience necessary to qualify for a Leader position, an employee who is selected to temporarily fill a Leader job shall receive an additional **fifty (\$.50) cents** per hour during such assignment. Upon demonstration of the requisite skills, such employee would then receive the full Leader add-on during subsequent temporary assignments to a Leader position.

Whenever an employee is transferred to a lower rated job while such employee's regular work is available, the transferred employee shall continue to receive his/her regular hourly rate of pay.

Whenever an employee is transferred to a lower rated job because his/her regular work is not available, or in the case of a transfer necessitated by slack production, the transferring employee shall receive the hourly rate of pay for the job into which the employee is transferred. If the said transfer exceeds five (5) consecutive work days, the transferred employee may then exercise bumping rights under the terms of this Agreement.

Section 6. Openings for job in job classifications designated in Appendix "A" will be posted for bid by employees in a lower paying job classification. Employees will have a chance to bid for such posted jobs by affixing their names to the notice within seventy-two (72) hours of the posting. The applicant most qualified (in the sole opinion of the Company) shall be awarded the job. Where, in the Company's opinion, the qualifications of two or more applicants are equal, the job shall be awarded to the most senior of the equally qualified applicants. Where none of the applicants, in the sole opinion of the Company, is qualified, the Company shall have the right to fill the job vacancy from any source whatsoever.

Section 7. Attendance and discipline within the last six (6) months will be the last factor of consideration between otherwise equally qualified job bidders.

Section 8. Employees who wish to relinquish their present classification may request that the Company transfer them to an available job opening in a lower classification. The Company will make a reasonable effort to accommodate such employee's request within a reasonable time. Such employee will receive the pay rate of the lower classification and will not be eligible to bid out of said classification for a period of three (3) months from the time the particular employee transfers into the lower classification.

Section 9. Requests for cross training will be accommodated as the need and time permits.

ARTICLE XV -HOLIDAYS/PTO DAYS

Section 1. The word "holidays" as used herein shall mean the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day Labor Day	Christmas Day
	Seven (7) PTO days per contract year*

*Each employee, who shall have been continuously and actively employed for one year or more as of November 15th of any calendar year, shall be entitled to seven (7) days of paid time off ("PTO Days") during the twelve (12) month period commencing November 15 and ending the following November 14. **Full Time** New hires who have completed the probationary period will receive a forty (40) hour PTO bank prorated based on date of hire- per Appendix C. **Part Time** New hires who have completed the probationary period will receive a forty (40) hour PTO bank prorated based on date of hire- per Appendix C.

Effective January 2023 Full Time PTO time frame will shift to January

- **Stub period for eligible employees: 11/15/2022 to 12/31/2022 - 6 weeks – or 12%. 56 hours x 12 % = 6.72 hours – we will round up to 8 hours for use in the stub period.**
- **On 1/1/2023, eligible Employees will receive a full bank of PTO – 56 hours**

Effective January 2023 Part Time PTO time frame will shift to January

- **Stub period for eligible employees: 11/15/2022 to 12/31/2022 - 6 weeks – or 12%. 28 hours x 12 % = 3.36 hours – we will round up to 4 hours for use in the stub period.**
- **On 1/1/2023, eligible Part Time Employees will receive a full bank of PTO – 28 hours**

Fulltime Employees can elect to use up to 3 PTO days in four (4) hour increments in a contract year.

Absences of any kind require the use of PTO if it is available. Employees are allowed to use PTO for any absence except for a non-scheduled absence on the day immediately preceding or following a holiday.

Employees entitled to PTO days will, in the event of any absence, be permitted to use PTO days by calling in to the Company prior to their shift starting time and requesting a PTO day. However, employees will not be permitted to take on such call out basis a PTO day either before or after one of the contractually celebrated holidays or before or after a vacation period. Employees who wish to take a PTO day either before or after a contractual holiday or vacation period may do so, subject to the Company's approval, by scheduling same in advance according to the scheduling provisions of this section.

The above holidays shall be paid on the basis of eight (8) hours' straight-time pay for full-time employees and four (4) hours' straight-time pay for part-time employees even though no work is performed, provided the employee has been in the employ of the Company for at least sixty (60) calendar days and shall have worked the full Company workday before and after the holiday. The Company will not disqualify holiday pay based on a late in of fifteen (15) minutes or less on the scheduled day before or after the Company holiday.

Employees may carry over unused PTO days each year, up to a maximum accrual of **sixteen (16) PTO days**. At the end of each contract year, full-time employees shall be paid eight (8) hours' straight-time pay, and part-time employees shall be paid four (4) hours' straight time pay, for accrued, unused PTO day(s) that are not carried over.

The Company and the Union agree to substitute PTO for New Jersey Paid Sick Leave as is allowed by New Jersey law.

Section 2. Holidays that fall on Saturday or Sunday will be observed on the Friday or Monday of that holiday weekend, and the Company will provide advance notice of thirty (30) days of whether Friday or Monday is the designated holiday.

Section 3. Holidays falling during an employee's vacation shall be compensated by an extra day's pay.

Section 4. Employees who are eligible to receive holiday pay and who work on holidays enumerated in this Article shall be paid at the rate of double time for all time worked in addition to holiday pay.

ARTICLE XVI – HOURS, OVERTIME

Section 1.

- (a) Eight (8) consecutive hours, exclusive of the lunch period, shall constitute a normal day's work, and forty (40) hours shall constitute a normal week's work in any calendar week. All time worked over forty (40) hours in any one week or eight (8) hours in one day shall be paid at the rate of time and one-half. It is agreed there shall be no pyramiding of premiums or overtime.

- (b) There shall be a 3-minute warning bell before all shift changes, breaks and lunch.
- (c) Hours worked on Saturday shall be paid at time and one-half (1-1/2) the employee's hourly rate. Hours worked on Sunday shall be paid at double time the employee's hourly rate.
- (d) Half days are defined as four (4) hours of work, excluding any meal period.

Section 2. When overtime is necessary, the Company will first ask for volunteers. In the event more employees are needed, employees are expected to work overtime when requested. The Company will only mandate overtime on Tuesday, Wednesday and Thursday. Overtime shall be divided as equally as practicable among the employees in the job classification in which the overtime work occurs. The Company will give notice to employees of the need to work overtime as early as possible.

Section 3. All employees working second shift (scheduled to start at noon or later) shall be paid a shift premium of fifty (.50) cents per hour. All employees working third shift (scheduled to start at 10PM or later) shall be paid a shift premium of one dollar (\$1.00) per hour.

Section 4. There shall be two paid break periods (the first break of the day is fifteen (15) minutes, the second break of the day is fifteen (15) minutes) and one unpaid thirty (30) minute meal break each shift. The starting time of such breaks will be as established by the Company for each department.

There will be an additional ten (10) minute paid break for employees who are scheduled to and actually work 10 or more hours during any work day. Such break will be observed at the completion of the employee's ninth hour of work during the work day. Should any employee leave work before completing 10 hours of work on such work day but after having received this additional ten (10) minute break, such employee will have the said ten (10) minutes deducted from his/her compensatory work time for such day.

Section 5. Severe Weather Pay. Severe weather pay is only available for periods when an "emergency travel ban" has been imposed for Burlington County.

A maximum of sixteen (16) hours of paid time off is available per contract year as Severe Weather Pay, which will be granted in hourly increments to account for partial-day travel bans.

On days when there is severe weather, employees are required to call the employee hotline at 6:00AM and again at 10:00 AM to learn whether the facility is open for the day.

After employees have used up all sixteen (16) of their Severe Weather hours in a contract year, if any additional emergency travel bans are declared during that contract year and an employee has vacation hours available, they may use up to eight (8) vacation hours as additional Severe Weather hours.

Section 6: The Employer will attempt to accommodate employee requests for flexibility in

hours due to school or childcare schedule conflicts, for children under the age of twelve (12) years.

ARTICLE XVII- ATTENDANCE

1). At the start of each work day, every employee is responsible for being at their work station on time and ready to begin work. An employee who is late for their scheduled shift by five (5) minutes or more will be deemed tardy for that shift. Each employee is responsible for working the entire scheduled shift.

2). Employees are responsible for punching/swiping their time card, or manually entering their clock number, each time they enter or leave the Company property. More than ten (10) missed punches in a rolling twelve (12) months will result in disciplinary action. Employees will not be held accountable for system errors. Employees who fail to punch in at the start of their shift will be alerted by a member of management that same day.

3). All employees are required to notify the Company no later than one (1) hour after the beginning of their scheduled working time if they will be absent or tardy. Employees calling in to report their absenteeism or lateness should dial **856-764-0567** and leave their name, department, reason for absence/lateness and expected date of return/time of arrival.

4). If employees leave at any time before the end of their shift, they must notify their supervisor prior to punching out and leaving. Closing shift Employees can notify a supervisor by walkie-talkie. Failure to notify their supervisor will result in termination.

5). Regardless of the reason, each employee will be allowed a combination of absences, lateness, or leaving early not to reach nine (9) occurrences in any rolling twelve (12) month period. When an employee reaches nine (9) occurrences, they will be dismissed.

THE OCCURRENCE PROCESS:

A). Each day that an employee is late for work by five (5) minutes or more and the lateness does not exceed four (4) hours will be counted as a 1/2 occurrence. If the lateness exceeds four (4) hours, it shall be counted as one (1) occurrence. If the employee knows that his/her lateness will exceed four (4) hours, they must call Human Resources to see if they are able to report to work.

B). Leaving work less than four (4) hours from the end of the shift will count as a 1/2 occurrence. Leaving work four (4) or more hours early will be counted as one (1) occurrence.

C). When an employee reports to work and then leaves during the day for less than four (4) hours and subsequently returns before the end of the shift, they will receive a 1/2 occurrence.

D). When an employee reports to work and then leaves during the day for more than four (4) hours and subsequently returns to work before the end of the shift, they will receive one (1) occurrence.

E). Leaving work without permission from a supervisor will result in immediate termination.

F). Failure to notify the Company of an absence for two (2) consecutive days will result in termination.

G). Court Appearances. In the event that an employee will miss work for a court appearance and has no available PTO, that court appearance will be treated as excused/unpaid absence if the employee: (1) provides the Company with seven (7) calendar days advance notice of the court appearance; and (2) submits documentation to the Company confirming the required court appearance at the same time the notice is provided.

H.) In the event an employee does not have available PTO, absences due to the employee or his/her child's illness/medical issue will not count as occurrences so long as medical documentation of the illness/medical issue is provided upon the employee's return. An employee may use up to six (6) medical notes (each note not to exceed three (3) days) of excused absence in a rolling twelve (12) months. Additional absences will be counted as one (1) occurrence.

I). Disciplinary action will be taken when the number of occurrences reaches the following levels in a rolling twelve (12) month period. Employees will receive a monthly written report of their current attendance points, identifying the date and basis for each point.

Number of occurrences	Process
A total of 3 occurrences of absence, lateness, leaving early (any combination)	Step 1 Advisory
A total of 5 occurrences of absence, lateness, leaving early (any combination)	Step 2 Written Warning
A total of 7 occurrences of absence, lateness, leaving early (any combination)	Step 3 Final Written Warning
A total of 9 occurrences of absence, lateness, leaving early (any combination)	Step 4 Termination

NOTE: ANY TIME MISSED THAT IS COVERED BY THE CONTRACT OR BY LAW (SUCH AS LAYOFFS, FMLA, ETC) WILL NOT BE COUNTED AS AN OCCURRENCE.

J) Explanation of rolling attendance year: An occurrence will remain active for disciplinary purposes for one (1) year from the date of the occurrence.

K) After receiving a final written warning for attendance, any additional final written warning

for attendance in a six (6) month rolling period will result in termination.

ARTICLE XVIII- WAGE INFORMATION

Section 1. The Company agrees to furnish a seniority list showing all new hires during the month, job classifications and wage rates of all bargaining unit employees and changes in employee status on a monthly basis. The said list will be delivered to the chief steward within five (5) work days following the end of each calendar month.

The Union will be advised in writing of changes in employee status, leave of absence or discipline within a reasonable time from when the notice is given to the affected employee.

ARTICLE XIX - INSURANCE

Section 1.

- (a) The Company will provide medical insurance to eligible employees. Eligible employees are required to enroll in the Company's medical insurance plan (the "Plan") during their initial enrollment period, or within the annual open enrollment period, and pay the weekly contributions listed in Appendix B.
- (b) Eligible employees enrolled in the Plan desiring to secure eligible dependent coverage may elect such coverage by enrolling during their initial enrollment period, or within the annual open enrollment period, and paying the weekly employee contribution listed in Appendix B.
- (c) Employees who elect to be covered under the Plan also receive drug prescription benefits. The co-pays for prescription drugs are listed in Appendix B.
- (d) Full-time employees will have the option of enrolling in one of the Company's offered dental and/or vision Plans in accordance with the terms and conditions of the offered plans. Eligible employees desiring to secure dental and/or vision coverage for themselves and eligible dependants may elect such coverage by enrolling in one of the dental and/or vision plans during their initial enrollment period, or within the annual open enrollment period, and paying the weekly employee contribution listed in Appendix B.
- (e) The Company shall have the right to change the health care insurance provider to any other reputable provider which provides similar health care insurance as long as the benefits under such substitute plan are the same as or comparable to the benefits of the plan being discontinued.

Section 2. The Company will pay one hundred percent (100%) of the premium on behalf of its eligible full-time employees and fifty percent (50%) of the premium on behalf of its eligible part-time employees (provided such part-time employees pay the remaining fifty percent (50%) of such

premiums) for a term life insurance policy with a benefit in the amount of twenty thousand dollars (\$20,000).

Section 3. Where an employee is required under the provisions of this Article to pay a part of a premium for insurance ("employee contribution") the Employer shall have no obligation to pay any part of the premium (the Employer's share or the employee's share) for such particular coverage unless the employee has deposited the employee's share of such premium with the Employer prior to the premium due date either by payroll deduction or separate remittance.

The employee's contribution shall be made by weekly payroll deduction. When an employee is absent during any given week or there are insufficient funds in any week from which to make deductions for the employee, such deductions will be made the following week along with the deduction for that particular week.

Section 4. Any full-time employee who has other health care insurance and presents proof of same to the Company may waive participation in the Company's health insurance plan. Such waiver shall also constitute a waiver of any COBRA rights the said employee and/or his or her dependants may have. An employee who waives participation in the said plan shall be entitled to receive a gross monthly payment as specified in Appendix B for each month that such employee would have been eligible to participate in the health insurance plan.

Effective on 11/15/18, the waiver program was frozen. No additional current employees or new employees are eligible for the premium waiver payments. Employees who are receiving the waiver benefit effective 11/14/18 are grandfathered in and may continue to participate in this benefit as long as they remain employed and do not elect healthcare benefits.

Where an employee elects to waive participation in the health insurance plan pursuant to the provisions of this section and subsequently elects to participate in the said plan, such employee may enter or re-enter the said plan only on the annual plan anniversary date. Further, such employee's participation in the said plan will be as a new employee pursuant to the provisions of this Article.

Section 5. The exact terms of the insurance benefits provided under this Article are all defined and set forth in the policies issued by the insurance provider. The nature of the insurance benefit, the requirement as to eligibility other than the eligibility requirement contained in this Article, the benefit and the liability of the insurance carrier, will be determined and governed by the applicable insurance policy. The Company's sole liability and responsibility under this Article shall be confined to its obligation to pay its stated share of the premiums.

Section 6. Eligibility for insurance coverage under this Article shall commence the 1st of the month following thirty (30) calendar days of continuous employment with the Company.

Section 7. The Company's obligation to continue contributions in the Plan shall terminate immediately upon resignation or discharge for cause.

The Company shall continue its share of contributions in cases of layoff for a period not to exceed the end of the second calendar month following the month in which the layoff occurs.

The Company shall continue its share of contributions in cases of illness or other absence (other than layoff) for a period not to exceed the end of the next calendar month following the month in which the illness or (non-layoff) absence occurs, provided that in the case of a disabling illness or accident, the employee qualifies for and receives disability benefits from either Worker's Compensation or the State Disability Insurance Program.

Where an employee is absent because of said disabling illness or accident and where such employee qualifies for and receives disability benefits from either Worker's Compensation or the State Disability Insurance Program, the employee shall be entitled to reimbursement for the Company's share of health insurance premiums for the second calendar month of absence following the month in which the disability commenced provided such employee returns to work, and works for a period of not less than forty (40) hours of actual work during the next forty-four (44) regularly scheduled consecutive work hours, commencing from the time that the employee returns to work and further provided that such employee has previously paid the full premium for such second calendar month following the month in which the disability commenced.

Section 8: The Company will provide an Employee Assistance Plan (EAP)

ARTICLE XX-VACATION

Section 1. The "vacation year" is January 1 to December 31.

- (a) Employees who are on the payroll of the Company January 1 of the vacation year and who have had continuous service, effective 11/14/2012 of twenty (20) years or more with the Company, shall be granted vacation days as follows:

<u>Continuous Service</u>	<u>Vacation Allowance</u>
Twenty (20) years	Twenty (20) days
Twenty-one (21) years	Twenty-one (21) days
Twenty-two (22) years	Twenty-two (22) days
Twenty-three (23) years	Twenty-three (23) days
Twenty-four (24) years	Twenty-four (24) days
Twenty-five (25) or more years	Twenty-five (25) days

- (b) Employees who are on the payroll of the Company January 1 of the vacation year and who have had continuous service effective 11/14/2012 of more than ten (10) years but less than twenty (20) years with the Company, on that date as set forth below shall be granted vacation days as follows:

<u>Continuous Service</u>	<u>Vacation Allowance</u>
Ten (10) years but less than fifteen (15) years	Fifteen (15) days
Fifteen (15) years but less than twenty-five (25) years	Twenty (20) days
Twenty-five (25) or more years	Twenty-five (25) days

- (c) Employees who have had continuous service with the Company effective 11/14/2012 of less than ten (10) years, and all employees hired after that date shall be granted vacation days as follows:

Continuous Service

Sixty-one (61) days but less than one (1) year One (1) year but less than **five (5)** years
Five (5) years but less than **ten (10)** years
Ten (10) years or more years

Vacation Allowance

Five (5) days of vacation
Ten (10) days
Fifteen (15) days
Twenty (20) days

(d) A vacation allowance of one (1) day shall be eight (8) hours at the employee's basic straight-time hourly rate.

(e) A vacation allowance of one (1) day for part-time employees shall be four (4) hours at the employee's basic straight time hourly rate of pay.

(f) Full-time employees are allowed to request two (2) vacation days in half day increments- these days must be scheduled in advance and may not be used for call-off. Half days are defined as four (4) hours of work excluding a meal period.

Section 2. Effective 11/11/2020 and each year going forward, an employee with one or more years of completed service with the Company must have actually worked or received pay from the Company for at least 1800 hours in the twelve month period immediately preceding the vacation eligibility period (1/1 to 12/31) in order to receive full vacation pay.

Where an employee has worked or received pay from the Company for less than 1800 hours during such vacation eligibility period, such employee's total vacation pay entitlement for such year will be calculated on the basis of the following ratio:

$$\frac{\text{Number of hours worked or paid during vacation eligibility period (times) employee's total vacation pay for that particular year}}{2080 \text{ hours}}$$

Section 3. It is understood that vacations must be arranged to suit the Company's convenience and production schedule, and the final determination for the time for taking the vacation shall be left with the Company.

Section 4. Employees who are discharged or who quit during the vacation year shall not be entitled to vacation benefits.

Section 5. Employees will be permitted to roll over up to forty (40) hours of unused vacation at the end of the year.

ARTICLE XXI- BEREAVEMENT LEAVE

Section 1. In the event of the death of a non-probationary employee's parent (or in loco parentis), spouse, **certified domestic partner**, child, brother or sister, or **grandchild** such employee shall be granted three (3) paid days off.

In the event of the death of a non-probationary employee's current mother-in-law, father-

in-law or grandparent, the employee will be eligible for one (1) paid day off.

In order to qualify for this benefit, an employee must have on record with the Company the names and relationship of the above-mentioned family members and must provide proof of relationship and proof of death. Employees shall have the responsibility of updating the Company's records when any change takes place regarding the above-named family members. No payment will be made under this Article for the death of any family member whose name is not on record with the Company.

Section 2. When an employee who qualifies for bereavement leave under the provisions of this Article is on vacation at the time of death or funeral, such bereavement leave under this Article shall be substituted in lieu of vacation.

The employee shall take any unused vacation days (due to bereavement leave during vacation) at a mutually agreeable later date or at the end of their scheduled vacation. To qualify for an extension of scheduled vacation, such employee must provide reasonable notice of such revised vacation scheduling to the Company.

ARTICLE XXII- JURY DUTY

Employees will be paid for work time missed as a result of documented jury duty, up to a maximum of ten (10) paid days. Employees must turn over any compensation received from the court (i.e. sign over check to the Company) for any days they spent on jury duty that they are requesting be treated as paid days off.

ARTICLE XXIII- REPORT-IN-PAY

Section 1. When workers report for work and no work or less than four (4) hours' work is available, they shall be paid for four (4) hours' work and may be retained on the premises and assigned tasks other than their regular jobs without reduction in their regular rate of pay, providing they have not been previously notified not to report for work. The foregoing provision shall not apply in cases of breakdown or causes beyond the control of the Company. Either personal notice or notice on the bulletin board prior to the end of work of any shift shall be deemed notice to employees of that shift not to report the next day.

ARTICLE XXIV- SAFETY & HEALTH

Section 1. Safety rules and regulations issued by the Company for the health and safety of employees shall be strictly adhered to. The Union and the Company shall cooperate in enforcing all such measures.

Section 2. Representatives of the Company will meet with the Safety Committee of the Union once a month at mutually convenient times for the purpose of discussing general safety conditions. The Safety Committee of the Union shall consist of not more than six (6) employees designated by the Union and shall include the Union Chief Steward, and at least two (2) other Union stewards. The remaining openings, if any, shall be filled by non-steward union members employed by the Company.

Section 3. When an employee is injured at work and reports the injury the same day and as a result of such injury is required to go, the same day as the injury, to the Company designated medical facility for treatment, said employee will be paid for all time missed on the initial day of the injury. (For overtime purposes, this pay for hours missed the day of the injury shall not be considered as pay for time worked.) If the employee is released by the medical facility with instructions to return to work on that day, the employee must do so.

Any subsequent appointment for treatment for injuries sustained at work will be unpaid excused time.

Section 4. The Company will sanitize the equipment and building on a regular basis.

ARTICLE XXV- DRUG AND ALCOHOL TESTING

The unauthorized use, possession, distribution or sale of alcohol or drugs by any person while on Company premises is prohibited. Any use of alcohol or drugs which causes or contributes to a workplace accident or injury is prohibited.

For purposes of this policy, "drugs" includes any controlled substance unless such drug has been prescribed by a physician and is being taken in accordance with the employee's prescription.

Any employee who causes an accident that results in damage to Company property that requires repair or replacement*, or causes an injury on Company property that requires professional medical treatment, will be required to submit to a search as described below and will be required to submit to a test to determine if there is presence of alcohol or drugs on the premises or in the employee's system. In the event an accident involves two (2) employees, the parties agree that at least one employee will be deemed at fault and therefore subject to testing and locker search. All test samples will be taken by appropriate medical personnel and all testing will be done by a NIDA-certified testing laboratory. An employee may refuse to provide a sample for one type of test (e.g., blood, breath, urine, or hair), but must then provide consent for the remaining tests.

The employee may be required to cooperate with a search by opening his/her locker. The Company may not engage in a body search. Such inspection shall be conducted in the presence of a Union steward, or in the event of a Union steward's unavailability, performed in the presence of two witnesses, one of which shall be a member of the Union.

Alcohol screening shall be performed by breathalyzer. Drug screening shall be performed by either urinalysis or blood sample, at the employee's option, using industry standard EMIT/assay testing confirmed by Gas Chromatography. Employees may request a split sample to be tested by another lab. In the event the split sample shows a different result, the testing shall be considered inconclusive and the employee may not be required to submit to re-testing for the same incident. Failure of the testing lab to adhere to DOT chain-of-custody regulations will result in the invalidation of test results. The Company shall pay for all testing.

The Company and Union agree to the following testing thresholds:

Drug Assay	Screening Cutoff levels
Blood Alcohol	0.07
Cocaine Metabolite	300 ng/ml
Phencyclidine	25 ng/ml
Opiates	3000 ng/ml
Amphetamine	1000 ng/ml
Cannabinoids	100 ng/ml

If the employee opts for a blood sample instead of a urinalysis, the standard used shall be a Cannabis Influence Factor (CIF) of 10 or above.

Failure to submit to a drug/alcohol test under the above conditions will result in discharge.

Consequence of drug/alcohol test failure:

A first positive test shall result in a three (3) day unpaid suspension and Company referral to a reputable drug/alcohol rehabilitation program. The employee must successfully meet the conditions of the rehabilitation program, including follow-up testing. Failure to do so will result in termination.

A second positive test shall result in termination.

*Shall not apply in the event of:

1. Damage to equipment that was previously reported in writing to management; or
2. Damage to pallets only; or
3. Dropped boxes while picking from high lift or deep reach which causes only minor damage, consistent with the Company's current testing practices.

ARTICLE XXVI- CREDIT UNION

Section 1. The Employer agrees to deduct on a weekly basis, from any non-probationary employee's base wage rate for Wood River Employees Credit Union, an amount specified by said employee who is working under this Agreement, and who has signed and delivered to the Employer the proper legal authorization for such deductions. The weekly amount once specified cannot be changed for a period of four (4) months. An individual may withdraw from the Credit Union deduction plan anytime during the year. However, re-enrollment may only be made after four (4) months from the date authorization was withdrawn.

It is further provided that Credit Union deductions will only be made in the weeks the employee has sufficient monies earned, recognizing that Union dues shall have first priority.

Payment shall be forwarded to the Credit Union once a month within ten (10) days after the final deduction is made each month.

ARTICLE XXVII – 401(k)

Effective 10/31/2013, the pension plan was frozen (no additional contributions made by the Company.) Effective 11/1/2013, a 401(k) plan was established. Eligible employees may enroll in this plan.

The Company will provide until **12/31/2022**, a weekly match of **100% on the first 2% of each employee's contributions, and 50% on 3%, 4%, 5%, and 6% of each employee's contributions.**

Effective 1/1/2023, The Company will provide, for the duration of the contract, a weekly match of 100% match on the first 2% of the employee's contribution, and 50% match on an employee's contributions up to 8%.

While vesting shall be counted from November 1, 1987, for benefit purposes, employees shall receive credit for all years of service during such particular employees' current period of employment.

ARTICLE XXVIII- SUCCESSORS AND SEVERANCE

This Agreement shall be binding upon the Employer and its successors and assigns. The Company will follow the WARN Act law in the event of plant closure (The Worker Adjustment and Retraining Notification Act).

In the absence of a paid severance benefits mandated by state or federal law, the Company agrees to pay severance pay of one week per year of service – to a minimum of 2 weeks and a maximum of 12 weeks.

ARTICLE XXIX- COPIES OF AGREEMENT

The Company agrees to provide a copy of this Collective Bargaining Agreement to each of the members of the Union's negotiating committee and five (5) copies to the international Union.

ARTICLE XXX- WORK BOOTS & WORK CLOTHES ALLOWANCES

The Company will provide to each full-time, non-probationary, Maintenance Mechanic B and Maintenance Mechanic C classified employee a work boot allowance of \$50.00 per each contract year. Such maintenance employees will be required to wear appropriate work boots while on duty. The Company also will provide to each full-time, non-probationary, Maintenance Mechanic B and Maintenance Mechanic C Classified employee a work clothes allowance of \$50.00 per contract year.

ARTICLE XXXI-HOLIDAY GIFTS

Employees will be given a \$75 gift card by mid-December as an end of year gift.

ARTICLE XXXII-TERMINATION

This Agreement or the provisions of this Agreement shall become effective November 15, 2021 and shall continue in full force and effect up to and including November 14, 2024, and thereafter shall be renewed automatically from year to year unless either party shall give to the other at least sixty (60) days' notice by registered mail prior to the expiration of the original term, or of any renewal term, of its intention to terminate at the expiration of the then current term. If no agreement as to such changes is reached, then this Agreement shall be considered terminated upon its expiration date unless mutually extended in writing between the parties hereto.

IN WITNESS WHEREOF, the duly chosen representatives of the parties have executed this Agreement the day and year first above written.

Company

Scott M. Christman
Marguerite
Noelle Jones

Union

Capella
[Signature]
[Signature]
Brian Perkins
Tito Cruz (per 1/20/22 email)

Appendix A – Schedule of Minimum Wages

Job Classification	11/14/21 rate	11/15/2021 4%	11/15/2022 3%	11/15/2023 3%
Union Janitor	\$17.90	\$18.62	\$19.17	\$19.75
Union Conveyor Loader/Unloader	\$19.22	\$19.99	\$20.59	\$21.21
Union PND	\$19.22	\$19.99	\$20.59	\$21.21
Union Quality Control	\$19.22	\$19.99	\$20.59	\$21.21
Union Checker	\$19.34	\$20.11	\$20.72	\$21.34
Union Pack Station Operator	\$19.34	\$20.11	\$20.72	\$21.34
Union Returns/Receiving Processor	\$19.34	\$20.11	\$20.72	\$21.34
Union Picker	\$19.34	\$20.11	\$20.72	\$21.34
Union Truck Loader	\$19.22	\$20.11	\$20.72	\$21.34
Union Cycle Counter	\$21.24	\$22.09	\$22.75	\$23.43
Union Deep Reach Operator	\$21.24	\$22.09	\$22.75	\$23.43
Union High Lift Operator	\$21.24	\$22.09	\$22.75	\$23.43
Union Receiver	\$21.60	\$22.46	\$23.14	\$23.83
Union Maintenance Mechanic C	\$22.08	\$22.96	\$23.65	\$24.36
Union Shipper	\$22.51	\$23.41	\$24.11	\$24.84
Union Maintenance Mechanic B	\$24.16	\$25.13	\$25.88	\$26.66

Section 1: Effective November 15, **2021**, non-probationary employees in Appendix A will receive an across-the-board wage increase of **four percent (4.00%)**.

Effective November 15, **2022**, non-probationary employees in Appendix A will receive an across-the-board wage increase of **three percent (3.00%)**.

Effective November 15, **2023**, non-probationary employees in Appendix A will receive an across-the-board wage increase of **three percent (3.00%)**.

Section 2. Where an employee is upgraded to a job classification higher than such employee's then-present job classification, the employee shall receive the current rate in such new job classification.

Section 3. An employee who is Group Leader shall receive a rate of pay that is **one dollar (\$1.00)** per hour higher than the classification rate in the classification in which the Group Leader functions. The job of Group Leader shall be filled by the Company and shall not be subject to the job posting provision of this Agreement. The Company shall have the right to remove from the Group Leader classification any employee who is not competently performing the work of a Group Leader.

WOOD RIVER APPENDIX B- SCHEDULE OF MEDICAL, DENTAL, VISION IN-NETWORK DETAILS

All medical changes are for in-network benefits - no changes to out-of-network benefits

Employee contribution	1.1.2022	1.1.2023	1.1.2024
Weekly Premium EE ('Employee Only')	\$15	\$15	\$15
Weekly Premium EE + Spouse	\$70.00	\$70.00	\$70.00
Weekly Premium EE + Child(ren)	\$55.00	\$55.00	\$55.00
Premium Family	\$115.00	\$115.00	\$115.00
Weekly Premium PT EE- All Coverage	100% of COBRA	100% of COBRA	100% of COBRA
Calendar year Deductible			
EE	\$250	\$250	\$250
EE+ 1	\$500	\$500	\$500
EE + 2 or More	\$750	\$750	\$750
Out of -pocket limit- EE	\$2,000	\$2,000	\$2,000
EE+ 1	\$4,000	\$4,000	\$4,000
EE + 2 or More	\$6,000	\$6,000	\$6,000
Office Visit Co-pay	\$35	\$35	\$35
Specialty Office Visit Co-pay	\$50	\$50	\$50
Emergency Room Co-pay	\$300	\$300	\$300
Rx Co-pay - 30 Day Supply			
Rx Generic	\$20	\$20	\$20
Rx Brand Name/Formulary	\$45	\$45	\$45
Rx Non-Formulary	\$65	\$65	\$65
Rx Co-pay 90 Day Supply - Mail Order			
Rx Generic	\$40	\$40	\$40
Rx Brand Name/Formulary	\$90	\$90	\$90
Rx Non-Formulary	\$130	\$130	\$130
Waive Healthcare \$/month. No additional current or new employees are eligible for this waiver. *	\$300	\$300	\$300
Dental: Employee Contribution All coverage levels	100% of premium	100% of premium	100% of premium
Vision: Employee Contribution All coverage levels	100% of premium	100% of premium	100% of premium
Addition of FSA Program Maximum			
Dependent Care	\$5,000.00	\$5,000.00	\$5,000.00
Unreimbursed Medical	\$2,850	Federal Maximum	Federal Maximum

*Employees who are receiving the waiver benefit effective 11/14/18 are grandfathered in and may continue to participate in this benefit as long as they remain employed and do not elect healthcare benefits.

**WOOD RIVER APPENDIX C- PRORATION NEW HIRE YEAR 1
PTO**

		PTO Hours	
2021 to 12/31/2022	Hire Date between	Upon Hire Full Time	Part Time
15-Nov	7-Mar	40	20
8-Mar	4-Apr-01	36	18
5-Apr	2-May	32	16
3-May	30-May	28	14
31-May	27-Jun	24	12
28-Jun	25-Jul	20	10
26-Jul	22-Aug	16	8
23-Aug	19-Sep	12	6
15-Nov	17-October	8	4
18-October	14-Nov	4	2

		PTO Hours	
1/1/2023 Hire Date Between		Upon Hire Full Time	Part Time
1-Jan	31-Mar	40	20
1-Apr	30-Jun	32	16
1-Jul	30-Sep	24	12
1-Oct	31-Dec	8	4

