

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 34**

HAYWARD LABORATORIES, INC.

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 773

CASE NO. 04-CA-213560

**DECLARATION OF MELISSA JOHNSON IN SUPPORT OF RESPONDENT'S
MOTION FOR SUMMARY JUDGMENT**

I, Melissa Johnson, pursuant to 28 U.S.C. § 1746, hereby declare the following:

1. I am the Human Resources Manager for Hayward Laboratories, Inc. (“Hayward”). I have personal knowledge of the matters set forth herein. I make this declaration in support of Hayward’s motion for summary judgment in the above-captioned matter.

2. Hayward is a third party manufacturer of beauty care products for various brands. Hayward operates a manufacturing facility in East Stroudsburg, Pennsylvania.

3. Teamsters Local 773 (the “Union”) represents for collective bargaining purposes a unit of employees at Hayward’s East Stroudsburg facility. Hayward and the Union have been parties to a series of successive collective bargaining agreements (“CBAs”). The most recent CBA between the parties was effective January 1, 2017, and continues in effect until December 31, 2024. A true and correct copy of this CBA is attached hereto as Exhibit A.

4. Attached hereto as Exhibit B is a true copy of an e-mail exchange between me and Brian Taylor, the Union’s Business Agent, dated June 15-27, 2017, relating to the Union’s request for information relating to Hayward’s line speeds. To the best of my knowledge,

information, and belief, the Union had never before made such an information request of Hayward.

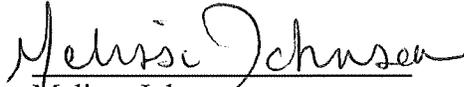
5. On July 24, 2017, I, along with Scott Mount, Vice President of Operations for Hayward, met with Mr. Taylor for a second-step meeting to address an unrelated grievance. When we concluded our discussion of this other grievance, we discussed the Union's information request. Mr. Taylor mentioned that he was not requesting the information for any current grievance, but that he wanted to have the information on hand in the event that he ever received a grievance regarding line speeds in the future.

6. During the July 24 meeting, we provided Mr. Taylor with an example of a standard sheet for one of Hayward's products. We explained at the meeting that the information was being provided as illustrative of the types of information that could be pulled for each product. But we also explained that the information is highly confidential and proprietary information belonging to Hayward, and it would be extremely difficult and burdensome to gather the information for each and every product that Hayward makes. Mr. Mount and I stated that we would be willing to consider a request for specific information as relevant to any specific future grievance.

7. Notably, weeks prior to our July 24, 2017, meeting, in June 2017, a Union member had filed a grievance relating to a verbal warning she had received, complaining, among other things, that the production line had been moving too fast. A true copy of that grievance (redacted as to the employee's name, address, and telephone number), is attached hereto as Exhibit C. But the Union never actually pursued that grievance and never requested any information in connection with it, and this grievance did not come up during the July 24, 2017, meeting.

8. Mr. Taylor followed up by e-mail dated August 29, 2017, requesting a breakdown sheet, similar to the one provided at the July 24 meeting, “on all products that are run at your facility.” A true copy of Mr. Taylor’s e-mail dated August 29, 2017, with my response dated September 5, 2017, is attached hereto as Exhibit D.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.


Melissa Johnson

Executed on August 21, 2018

EXHIBIT A

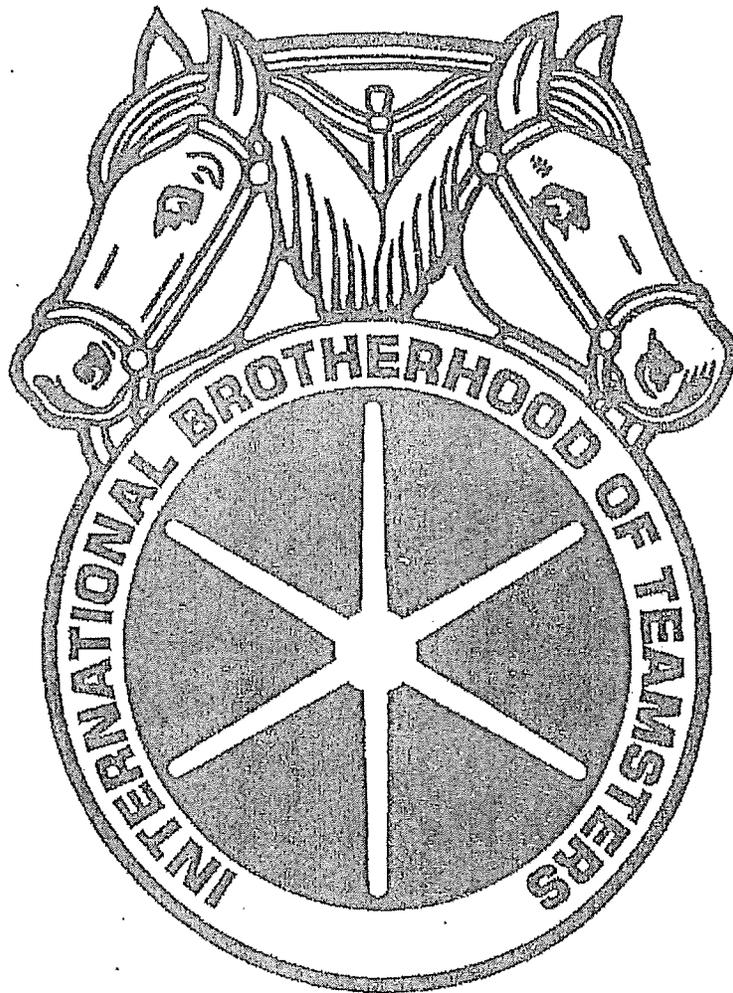
COLLECTIVE BARGAINING

Between

TEAMSTER LOCAL 773

And

HAYWARD LABS



January 1, 2017 through December 31, 2024

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AGREEMENT

This Agreement, made by and between Hayward Laboratories, Inc. (hereinafter called "Employer"), party of the first part, and Teamster Local 773, affiliated with the International Brotherhood of Teamsters, (hereinafter called "Union"), party of the second part, both parties to be bound by all conditions of this Agreement for all employees in the bargaining unit, governing wages and working conditions.

Article 1 - Recognition and Responsibility

1.1 The company hereby recognizes the Union as the sole and exclusive bargaining unit as certified by the National Labor Relations Board but shall not include employees in the mechanic, maintenance, distribution or batcher classifications.

1.2 Whenever the terms "employee" or "employees" are used hereinafter in this Agreement, they shall be deemed to apply only to employees in the Company who are included within the bargaining unit described above.

1.3 Foremen and other supervisory personnel shall act in a supervisory capacity and shall not perform work which would deprive bargaining unit employees of a full regular week's work, provided that nothing contained herein shall be construed to prevent foremen or supervisory personnel from performing such work when bargaining unit employees are unavailable or unable to perform such work satisfactory or when instructing, testing, or demonstrating the use of equipment or materials or in any business emergency situation, or as otherwise done in the past.

1.4 The Company shall have the right to hire temporary employees, as the Company deems necessary. An employee may be hired for temporary employment for a period not exceeding three months, The three month work period may be extended up to an additional three months with the consent of the Union, which shall not be unreasonably withheld.

1.5 The Company shall have the right to hire part-time employees, as the Company deems necessary. Part-time employees shall receive vacation and holiday pay in proportion to the number of hours they are regularly scheduled to work. Part-time employees who are regularly scheduled to work twenty (20) hours weekly pay period shall receive prorated fringe benefits, except otherwise provided in this Agreement. Part-time employees who are regularly scheduled to work less than twenty (20) hours per weekly pay period shall not be entitled to receive any fringe benefits, except as provided in this Agreement.

(a) Part-time employees shall accrue seniority in accordance with the seniority provision of this Agreement; the Company shall maintain separate lists for full-time and part-time employees.

Article 2 - Union Security

All present employees who are members of the Local Union on the date of execution of this Agreement shall remain members of the Local Union in good standing as a condition of employment. All present employees covered by this Agreement who are not members of the Local Union and all employees who are hired hereafter to be covered hereby shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty first (31) day following the beginning of their employment. Further, the failure of any person to maintain his Union Membership in good standing as required herein shall, upon written notice to the employer by the Union to such effect, obligate the Employer to discharge such person.

Article 3 - Check Off

3.1 The Employer agrees to deduct from all employees covered by this Agreement, the dues and initiation fees of the Local Union having jurisdiction over such employees. The dues will be deducted in the pay week immediately following receipt of the invoice from the Local Union representative and remitted to the Union within three weeks of receipt. Where written authorization is required by law, the same is to be furnished in the form required. The Employer shall forward as soon as practicable, all such completed forms to the Union Office. The Union agrees that it will provide all such forms to the Employer. No deduction shall be made which is prohibited by applicable law.

3.2 The Employer agrees that it will require all applicants for employment to complete any applicable applications when such applicants are hired or rehired and complete Employer employment forms. The Employer shall retain all such forms until such employees have completed the probationary period. Then and in that event the Employer shall forward as soon as practicable such completed forms to the Union Office. The Union agrees that it will provide all such forms to the Employer.

Transfer of Company Title or Interest.

3.3 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this contract.

Article 4 - Probationary Period

4.1 All new employees will serve a 520-hour probationary period during which time the Company may discipline or discharge an employee at will and such discipline or discharge shall not be subject to the grievance provisions of this agreement. All time worked as a temporary employee shall count toward this probationary period. The Company may request a 3-month extension of this probationary period for good cause which the Union will not unreasonably withhold.

Article 5 - Bulletin Board

5.1 Any person who is not employed by the Company and any employee, who is not scheduled to be working at the time, are required to present themselves at the main office and sign in the visitors log book before proceeding to any part of the plant. Employees will not receive personal visitors or conduct personal business while on Company property, except with prior permission of their supervisors.

5.2 The Company shall provide the Union with one (1) adequate bulletin board on which the Union, or its members, may post notices pertaining to Union business. The Company shall have the right to remove any notices posted on the bulletin board which do not meet the protected activities definition of the National Labor Relations Act.

Article 6 - Seniority

6.1 Seniority shall be defined as the length of an employee's continuous service with the Company. The employee with the most continuous service shall have the most seniority. Seniority shall be computed in years, months, and days from the date of last hire,

6.2 An employee's seniority shall commence after the completion of the employee's probationary period. Upon successful completion of the employee's probationary period, seniority shall be computed from the employee's date of last hire.

6.3 The Company shall have the right to effect layoffs of employee's for a full shift or greater in reverse seniority order by classification, however employees can bump into a lower classification provided they have previously qualified in that lower classification,

6.4 Notwithstanding, any of the provisions of this Article, all seniority rights shall be lost and employment relations will cease, if any of the following conditions or circumstances occur

(a) An employee voluntarily quits; or

(b) An employee is discharged; or

(c) An employee has been laid off continuously for a period of one (1) year or a length of service period equal to their seniority, whichever is less; or

(d) An employee fails to respond to recall within (3) working days from notification of work availability. Notification is considered to be given by the absence of Honeywell Alerts, which are sent to notify a Layoff continuation. If the employee does NOT receive a Honeywell Alert, they are expected to return to work for their next shift. The Honeywell Alert is sent to the employee's contact numbers provided to Human Resources in writing, and it is the responsibility of the employee to keep numbers current.

(e) An employee fails to report for work at the expiration of a leave of absence, or giving a false reason for obtaining a leave of absence; or

(f) If an employee is absent from work for three (3) consecutive days without notifying the Company. In the event an employee fails to give said notification, the employee may be reinstated without loss of seniority by furnishing a reason for such failure satisfactory to the Company; or,

(g) An employee does not work or is otherwise absent from employment for a period of one (1) year.

6.5 In the event the Company intends to fill a bargaining unit job or creates a new job that would be included in the bargaining unit, the Company will post notice of such an available position and employees may apply for such positions as follows:

1. The Company shall post notice of such available positions for five (5) working days on the Company bulletin boards. An employee (including those on leave or those who are ill) desiring to apply for such a position shall notify the Company in writing within such time. The Company shall give careful consideration to all bargaining unit employees with the greatest seniority. If the Union

desires to submit to the grievance procedure the question of whether any such decision of the Company is arbitrary, it may do so.

2. The successful applicant for the position, if a bargaining unit employee, must perform the job to satisfaction of the Company within three (3) months after the date such position has been filled. At that time, he/she shall be paid retro at the higher rate for three (3) months. Should the employee fail to perform the job to the satisfaction of the Company, the employee shall be returned to the employee's former job.

Temporary Layoff

6.6 The Company has the right to affect temporary layoffs without regard to seniority for the remainder of the shift. In addition, the Company shall have the right to offer voluntary layoffs, not to exceed three (3) months, with preference given to employees with the most seniority. An employee accepting such layoff shall continue to accrue seniority during the period of such layoff.

Each shift will be its own entity for the administration of temporary layoffs. The mechanism described is shift specific. In the event a line goes down without work for all employees scheduled on that line, the following will occur:

- a) If a line shuts down prior to eight (8) hours, any Hayward employees on that line will first replace any temps on other lines. If all temps are replaced, and Hayward employees remain, then Hayward employees who have completed their probationary period shall replace any probationary employees still working on other lines.
- b) In effect, there will be three classes of employees in the event of a temporary layoff, temporary employees, Hayward employee who have not completed their probationary period, and Hayward employees who have completed their probationary period.
- c) After removal of all temps and probationary employees on the shift, any remaining layoffs of Hayward employees will be done in reverse seniority order for those on the line which was shut down. All other lines are unaffected and will remain in-tact.
- d) As long as all temps are removed on the shift in question prior to any Hayward employees, the Hayward employees are entitled to pay for only the actual hours worked.

6.7 Where an employee reports for his regular shift without having been notified prior not to report, said employee shall be guaranteed four (4) hours work and pay, except where work opportunity is denied due to act of God (i.e. power failure, weather conditions, etc.).

6.8 When an employee takes a job outside the bargaining unit, within the company, said employee will have three (3) months after which the employee shall lose all bargaining unit seniority.

Article 7 - Wages

7.1 Starting wages.

The starting wages upon ratification of this agreement will be as follows:

	1/1/17	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
Line Worker	\$9.25	\$9.50	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00
Line Supply	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50
Part Filler	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50
Filler	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00
Q / C	\$10.25	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75	\$12.00

7.2 Wage Increase.

Wage increases will be as follows:

	1/1/17	1/1/18	1/1/19	1/1/20	1/1/21	1/1/22	1/1/23	1/1/24
Production	6%	4%	4%	3.5%	3.5%	3.5%	4%	4%
Q/C	6%	4%	4%	3.5%	3.5%	3.5%	4%	4%

7.3 The Company shall have the right to require a bargaining unit employee to perform work other than that work which the employee would otherwise perform. In the event the Company requires such employee to perform such work, the employee shall be paid the higher rate for hours worked on the job,

7.4 Shift Differential.

There shall be a "night" shift differential of \$.75 per hour.

The night shift differential will be paid only on hours actually worked. The night shift differential will be paid to only those employees who work this shift as their regular shift. Employees from a day shift who work overtime into the night shift or a "double" shift will not qualify for this differential. (Regular night shift employees who work on the day shifts shall carry this differential for all hours worked on those shifts)

Article 8 - Hours of Work and Premium Pay

8.1 The normal workweek of each employee shall consist of five (5) days of eight (8) hours each Monday to Friday. A normal workday shall consist of eight (8) hours which are to be continuous except for such unpaid lunch period as shall be scheduled by the Company. The Company shall stagger the two (2) paid breaks, with no more than four (4) hours between each break and lunch.

8.2 The Company shall have the right to require employees to work over-time, Failure to work required overtime will result in disciplinary action. If an occurrence received for failing to work overtime results in discipline for attendance, it will not be issued at the same time as the job performance discipline issued for failing to work overtime. The occurrence will still be added to

the employee's record, but the attendance discipline for all steps will be delayed until the next occurrence (either full or partial day). If the delay referenced, results in discipline being issued at the point level of a subsequent step, that subsequent step shall also be delayed until the next occurrence (either full or partial day). When the need for Saturday overtime arises, the Company shall first seek volunteers before mandating "forced" overtime. Volunteers for overtime shall be in seniority order and "forced" employees shall be in reverse seniority order. Employees with religious beliefs or prior commitments such as doctor appointments or weddings that conflict with working Saturdays or Sundays shall not be disciplined but it shall be counted as an attendance occurrence, however it is agreed that employees shall make the Company aware of these commitments as soon as possible.

In order to mandate end of shift overtime, the Company must give notice of such overtime as soon as possible to all employees.

There is to be a volunteer sign up list for mandatory overtime to be administered as follows:

- Sign up List by Friday of previous week for those who are requesting OT (volunteering for OT).
 - To be administrated by seniority and job classification
- OT to be line specific. Contained to the line holding OT.
- When a line stays for OT, Hayward will ask if anyone on the line would prefer not to work the OT.
- List, and list only, will be used to bump those that don't want to stay
 - By classification, in seniority order
 - Note: Fillers are qualified for assembly work and will be utilized as such in seniority order as volunteers for bumping.
- If not enough on the list to cover all those wishing to go home, relief will be by seniority. Those remaining will be forced to work mandatory OT.
- If more volunteers than necessary, volunteers will be assigned by seniority, taking into account job classification.
- There is no other bumping.
- Management must have flexibility to move personnel any time during the shift to minimize disruption and maximize efficiencies.
- Employees choosing to go home early will affect bonus day.
- Note: this does not guarantee there will be no forced OT, nor does it guarantee OT for those who volunteer. But it will minimize the instances of forced OT for those who do not prefer it.

The Company agrees not to mandate overtime on employees who have pre-scheduled doctor appointments which are scheduled outside of their normal Monday through Friday work hours. Employees who are able to furnish proof of doctor appointments shall not be disciplined nor shall they receive an attendance occurrence. Employees are asked to give notice of such appointments as soon as possible but not later than the start of their shift on the day of the appointment.

Any employee who is scheduled to work and who actually does work in excess of forty (40) hours in any workweek shall receive one and a half (1 1/2) times such employee's regular rate of pay for all time worked in excess of forty (40) hours in any workweek. Qualified sick days,

vacation days and Company approved holidays will be included in the forty (40) hours for overtime computation. If an employee works in excess of eight (8) hours any given day of the week and is sent home early by the Company another day(s) in the same week, those early days will be counted as eight (8) hours worked when calculating overtime hours for the week.

8.3 Bargaining unit employees shall be entitled to two (2) 15 minute rest periods as may be scheduled by the Company.

8.4 There shall be no pyramiding pay and whenever two (2) or more rates are applicable to particular hours worked, only the highest rate shall be paid.

8.5 An employee who shall be recalled for work after the employee has completed his normal workday and has returned home, shall be paid for the number of hours that the employee works. A minimum of three (3) hours pay shall be guaranteed to any such employee called back to work.

8.6 Employees injured at work who require medical treatment, will be compensated to the end of their regular day on the date of injury. This day shall not count as an attendance occurrence.

8.7 Employees who have six (6) months of service as a Hayward employee are eligible to request for a change in shift. The move must be based on the need of both impacted shifts with job classification being considered. Requests for changes will be honored using seniority order; however no regular employee shall be compelled to switch shifts. Employees must agree to the change for a minimum of one (1) year. This policy does not preclude the use of temporary employees for business needs.

Article 9 - Holidays

9.1 Employees, after the completion of their probationary period shall be entitled to the following paid holidays within each calendar year.

9.2 All regular bargaining unit employees shall receive holiday pay at straight time for such holidays regardless of the day of the week on which any such holiday falls, provided that such employee works the full scheduled workday immediately preceding and the full scheduled workday following the holiday.

Such Holidays Are:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
One Floating Holiday

The Company, at its discretion, may use the floating holiday in conjunction with any paid holiday listed above as two 1/2 days or one (1) full day.

9.3 Any employee who is scheduled to work and who actually does work on a holiday shall receive two (2) times such employee's regular rate of pay plus the (8) hour Holiday pay(or their normal daily hours). An employee who is scheduled to work on a holiday and does not work that day shall receive no holiday pay for such holiday.

9.4 Holidays occurring or falling on a Saturday shall be determined to fall on the preceding Friday. Holidays occurring or falling on a Sunday shall be determined to fall on the following Monday.

9.5 If a legal holiday falls during an employee's vacation the employee shall receive an extra day off with pay. Generally when an employee requests a vacation they will identify the number of days' vacation they want to take and the starting date. Vacation must be requested by calendar weeks. Human Resources will calculate the return-to-work date and inform the employee. Example: An employee requests five (5) vacation days to start April 6, 1998. Return date would be April 14, 1998. April 10th is a holiday; therefore the fifth vacation day is Monday, April 13, 1998.

9.6 Paid holidays are counted towards the 40 hours required for overtime premium.

Article 10 - Vacations

10.1 Employees who have fulfilled the eligibility requirements for vacation hereinafter set forth in this Article shall receive a vacation with pay as follows:

After 1 Year - 5 Days

After 2 Years - 10 Days

After 4 Years - 15 Days

After 9 Years - 20 Days

10.2 Vacation Pay shall be on the basis of the employee's wage rate for the time during which the employee's vacation is taken, exclusive of overtime.

10.3 Any employee who shall be laid off due to lack of work, or who dies on the active payroll at the time of his/her death shall be entitled to receive vacation pay prorated to the portion of the year in which he was eligible for vacation.

10.4 The vacation year shall commence January 1, and shall continue through December 31 .of that same year,

It is recognized that vacations are based on past service. Hence, when an employee has completed a year of service in accordance with his/her anniversary date of hire, he/she shall be deemed to have earned his/her vacation pay, even though he/she does not take vacation nor vacation pay at that time. When an employee's anniversary date entitles him or her to be eligible for more vacation within the vacation - take period, said employee will be allowed to schedule the additional vacation at the time of scheduling vacation weeks for that specific take period.

The company may elect to have a plant shut down for business purpose. The employee has the option to take his/her eligible vacation during said shut down period. If vacation is not requested for the shutdown period, the employee will be considered on temporary layoff during the

shutdown.

10.5 The Company shall have the right to schedule the time when vacations are taken and no employee may take a vacation other than as authorized by the Company. Employees must submit for their vacation two (2) weeks in advance.

The Company shall allow employees to pre-schedule vacation starting on November 15th of each year for the following vacation year. Vacation requests made between November 15th and December 15th for January of the following year will be granted according to seniority by job classification. Vacation requests made January 1st to January 31st for the rest of the year will be granted according to seniority by job classification. Vacation requests made after January 31st will be granted on a first-come first-serve basis, with seniority serving as the tie-breaker.

An employee's vacation shall be taken within the year to which such employee is entitled to that vacation. No employee will be entitled vacation pay in lieu of vacation. All vacations must be scheduled by November 1st of each year or they will be assigned at the discretion of the employer.

10.6 Pay for vacation shall be calculated on the basis of forty (40) hours for each vacation week. Paid leave, as described in Article 11, as well as all time spent on a work related injury shall be considered as time worked in determining the amount of vacation entitlement. Unpaid leave, not to exceed thirty (30) calendar days or number of days covered by the Family Leave Act, whichever is greater, shall be considered as time worked in determining the amount of vacation entitlement

Article 11 -Paid Leave

11.1 Employees, after completion of their probationary period, shall be entitled to paid leave as follows;

11.2 Bereavement - An employee shall be paid at such employee's regular rate of pay for three (3) working days absence in the event of the death of the employee's mother, father, spouse, child, brother, sister, step-child, grandparents, grandchild, step-grandchild, mother-in-law, or father-in-law. Such three (3) days must be taken consecutively and may not be split or postponed. Sufficient proof of death shall be furnished upon request.

11.3 Jury Duty - The Company will reimburse the employee the difference between monies paid and the employee's regular daily wages up to ten days, provided the employee promptly advises the Company of Jury Duty requirement, Employees excused before noon on any day on Jury Duty shall report to the company for the balance of the day, A reasonable time accommodation will be allowed for employees to report to work to complete the remainder of the day shift. This benefit is applicable upon completion of twelve (12) months worked.

11.4 Sick Days - All full time Bargaining Unit employees shall be eligible to receive six (6) paid sick days after one year of continuous service to be used during the calendar year beginning January 1. Prorated time will be available to those employees who attain their first year anniversary subsequent to January 1. Unused sick days may not be accumulated from year to year and must be scheduled during each calendar year. Whenever possible, sick days off shall be scheduled at the convenience of the Company.

Interpretation: This means that at the end of the year, those sick days not taken will be paid for during the month of January. Accumulated time toward sick days does not include layoffs, or

other time not on the job. Time spent out of work on a work-related injury or FMLA leave shall count toward accrual of sick leave.

11.5 Bonus days will not be affected by funeral, Union business with Hayward Laboratories, Inc. or jury duty.

Article 12 - Unpaid Leave

12.1 An employee who has worked at least 1,250 hours, within the 12 month period before, shall be eligible for a leave of absence under the Family and Medical Leave Act, under the terms of the Company's policy. Employees shall be required to use all accrued paid time off as part of the leave, except for one week earned vacation.

12.2 An employee shall be granted an unpaid leave of absence for service in the armed forces or National Guard as required by applicable law.

12.3 A leave of absence is subject to the following conditions:

(a) An employee who takes employment elsewhere during an approved leave of absence shall be considered as having voluntarily resigned;

(b) If an employee fails to report for work within three (3) working days following expiration of an authorized leave of absence, the employee shall be considered as having voluntarily resigned;

(c) An employee who gives false reason for obtaining a leave of absence will be discharged.

(d) When an employee has a condition which may prevent the employee from safely performing the essential functional of his/her job, the employer may require that the employee provide a written certification of his/her fitness for duty;

(e) An employee who returns to work following an approved leave of absence shall be reinstated to the position they held prior to the leave, provided they are able to perform the essential job functions.

12.4 In the event an unusual emergency arises which might prevent the employee on leave from returning at the end of the leave, such employee may apply for an extension of such leave of absence. If the Company grants such extension, the employee will maintain his/her seniority.

Article 13 - Management Rights

13.1 The Union and the Company agree that the provisions of this Agreement are limited to hours, wages, and other working conditions of the employees covered, and the provisions shall not be construed or interpreted to restrain the Company from full and absolute operation, control, and management of its business, This right of management includes, but is not confined or limited to: the sole right to hire, discipline, discharge, layoff, or promote; to determine or change the starting time, quitting time, or the number of hours to be worked; to promulgate reasonable rules and regulations; assign duties to the work force; to organize, discontinue, enlarge or reduce a function or division, or to contract out part of the Work currently performed by employees for legitimate business reasons, subject to the grievance and arbitration provisions as to legitimacy; to introduce new or improved methods of operation, to determine the duties of each job; and to carry out the

customary functions of management whether or not possessed or exercised by the Company prior to the effective date of this Agreement.

13.2 The Union recognizes that the Company may introduce a revision in the method or methods of operation, which will produce a revision in job duties or functions and a reduction in personnel. The Union agrees that nothing in this Agreement shall prevent the implementation of such program even if it results in a reduction of the work force.

13.3 The Union, on behalf of the employees, agrees to cooperate with the Company to attain and maintain full efficiency and maximum productivity.

13.4 This Agreement contains the full understanding between the parties and cannot be modified, except by written agreement between the parties. The Company and the Union, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Article 14 - Discharge and Penalties

14.1 The Company shall have the right to discharge, suspend, or discipline any employee for just cause.

14.2 The Company will notify the Union (meaning Union Steward, the Union's representative on-site or the Business Agent if a Union Steward is not available) in writing of any discharge or suspension within twenty-four (24) hours from the time of discharge or suspension. If the Union desires to contest the discharge or suspension, the Union shall give written notice thereof to the Company within five (5) working days from the date of receipt of notice of discharge or suspension. In such event the dispute shall be submitted and determined under the grievance procedure hereinafter submitted and determined under the grievance procedure hereinafter set forth, however, commencing at step 2 of the grievance machinery. Progressive disciplinary steps issued roll-off after one (1) year from date of infraction.

14.3 The Company will not use absenteeism in conjunction with any other disciplinary action.

Article 15 - No Strike - No Lockout

15.1 No employee shall engage in any strike, walkout sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Company.

15.2 The Union, its officers, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit in, slow-down, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operation of the Company, or ratify, conduct or lend support to any such conduct or action.

15.3 The Company agrees that it will not lock out employees during the term of this Agreement.

Article 16 - Grievance Procedure

16.1 A grievance shall be defined as a dispute of complaint arising between the parties hereto under or out of this Agreement or the interruption, application, performance, or any breach thereof, and shall be processed and disposed of in the following manner:

(a) Step 1

Within five (5) working days after the occurrence of the alleged incident/circumstance a written grievance may be presented to the appropriate Supervisor or Manager, Said Supervisor/Manager shall provide a written response to the grievance by e-mail within five (5) working days after presented with Step 1 grievance.

(b) Step 2

Should the Union be dissatisfied with the Company's disposition of such grievance in Step 1, the grievance may be presented to Step 2. A Step 2 grievance shall be presented to the Director of the department in question within five (5) working days of the Company's response in Step 1. Said Director shall provide a written response to the grievance by e-mail within five (5) working days after presented with Step 2.

(c) Step 3

Should the Union be dissatisfied with the Company's response in Step 2, the grievance may be taken to arbitration. A request for arbitration must be presented to the Company within ten (10) working days of the Company's response in Step 2.

16.2 Failure on the part of the Company to answer a grievance at any step, shall not be deemed acquiescence thereto, and the Union may proceed to the next step

16.3 Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance within five (5) working days of the alleged event/occurrence.

16.4 Time limits herein provided may be extended by the express mutual agreement by the Union and the Company. However, unless such time limits are so extended, the Union and or employee shall be absolutely precluded from proceeding further with any such complaint or grievance

16.5 If the parties fail to agree upon an arbitrator, then the arbitrator shall be selected according to the rules of the Federal Mediation and Conciliation Service, either the Company or the Union may ask the Director of Federal Mediation and Conciliation service, Washington, D.C., to send the Union and Company representatives a list of arbitrators from the Metropolitan Panel from which the two may select the arbitrator and the parties hereto agree to be bound by his/her award. Should either party willfully or deliberately default in appealing before the Arbitrator after due notices, then and in such event the Arbitrator may proceed to hear the case and render a decision which shall be binding upon the parties. The Company shall not be liable for any time lost by employees in invoking grievance procedure. The expense of arbitration shall be borne equally by the Union and the Company, but all witnesses' fees and similar costs shall be borne by the party submitting the evidence, the arbitrator shall hear not more than one (1) grievance at any one proceeding unless otherwise agreed by both parties.

16.6 The arbitrator shall have no power to alter, modify, amend, add to or subtract from the

terms and conditions as herein set forth in any manner whatsoever.

Article 17- Prior Practice

17.1 This Agreement contains all the terms and conditions of employment between the Company and the members of the bargaining unit represented by the Union. All present, previous, or past practices between the Company and the employees covered by this Agreement are expressly incorporated within the terms and conditions of this Agreement. Any previous or past practice not so expressly incorporated herein shall be waived and shall otherwise be void and a nullity.

Article 18 - Severability

18.1 It is understood and agreed that all agreements herein are subject to all applicable laws now or hereafter in effect; and to the lawful regulations rulings and orders of regulatory commissions or agencies having, jurisdiction, if any provision of this Agreement is in contravention of the laws or regulations of the United States or of the State of Pennsylvania, such provision shall be superseded by the appropriate provision of such law or regulation, so long as same is in force and effect; but all other provisions of this Agreement shall continue in full force and effect.

Article 19 - Military Clause

19.1 Employees enlisting or entering the military service of the United States pursuant to the provisions of the Selective Service Act of 1984, shall be granted all rights and privileges provided by the Act.

Article 20 - Union Stewards

The Authority of the Shop Stewards so designated by the Union shall be limited to, and shall not exceed the following, duties and activities:

The presentation of grievances in accordance with the provisions of the collective bargaining agreement, disseminating information* from the Union to the members, representing members during grievance, discipline and investigatory meetings with management and other such tasks and duties as provided for by the NLRA.

*Disseminating information shall not interfere with job duties while on company time.

Union Stewards have no authority to take strike, action, or any other action interrupting the Employer's business except as authorized by official action of the Union

The Employer recognizes these limitations upon the authority of Union Stewards and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Union Stewards have taken unauthorized strike action, slow - down or work stoppage in violation of this Agreement.

The Company agrees to provide all members of the Union representation from the Union Steward of their choosing provided such Steward is present and available.

In the event that a Union Steward is not available the Business Agent or his/her designee shall attempt to be available by phone or in person as to allow the Company to be able to exercise normal management functions.

Article 21 - Health and Pension Benefits

21.1 The Company will supply its basic medical plan for employee's three-(3) months after gaining "seniority". Gaining seniority shall mean upon completion of the probationary period. The company may offer an optional alternative to the basic medical hospitalization plan. The additional cost over the basic plan will be paid by the employee via a weekly payroll deduction.

Effective January 1, 2017 through the life of the contract December 31, 2024 employees will pay 8% of the premium.

21.2 The company shall provide a Short-Term Disability plan to pay 66 2/3 of the employees' gross weekly wages, and \$10,000 of life insurance for all current eligible employees. Employees are eligible the first of the month after their one (1) year anniversary of service. The life insurance for all eligible employees will start January 1, 2013.

21.3 The company will open to bargaining unit employees a 401K pension plan for Hayward Laboratories. Employees are eligible the first of the month after their one (1) year anniversary of service.

Article 22 - No Discrimination

22.1 In accordance with applicable laws, neither the Company nor the Union shall discriminate against or in favor of any employee on account of qualified disability, sexual orientation, religion, race, creed, national origin, marital status, gender or age.

Article 23 – Miscellaneous

23.1 In the event the Company employs bargaining unit employees for off- site deliveries, the Company will respect said driver's right and honor International Brotherhood of Teamsters picket lines.

23.2 The Company will allow bargaining unit members on the safety committee in order for them to voice their concerns and correct safety issues. This committee will meet as needed but not less than quarterly.

Article 24- Termination

24.1 This Agreement shall go into effect January 1, 2017 and shall continue in full force and effect until midnight December 31, 2024 and shall continue thereafter from year to year unless either party gives written notice to the other sixty (60) days before the expiration date, or of any succeeding yearly expiration date, of a desire to negotiate with respect to the terms and conditions of this agreement.

For Hayward Laboratories, Inc.

J. Mount 2/14/17
VP Operations

For Teamster Local 773

Bill C. Tyl

NOTICE

PLEASE POST ON BULLETIN BOARD

WITHDRAWAL CARDS

In conjunction with the International Constitution, Article X and XVII, effective November, 1998 the Executive Board of Local 773 has approved a policy of waiving the dues while a member is absent from work due to sickness or injury.

Before a Withdrawal Card is issued the International Constitution and Local Union By-Laws require that a member has paid all financial obligations to the Union.

WITHDRAWAL CARDS: will be issued on request for the following reasons:

- 1) If you are LAID OFF;
- 2) If you TERMINATE YOUR EMPLOYMENT;
- 3) If you are DISCHARGED;
- 4) If you are out of work due to SICKNESS OR INJURY;
- 5) if you are out of work due to WORKERS' COMPENSATION and receiving no additional compensation from your employer.

It is the sole responsibility of the member to apply for a withdrawal card immediately if he/she is to be off work for any of the above reasons. Before the Withdrawal Card is issued the member must have paid all dues or other financial obligations including the dues for the month in which the Withdrawal Card is applied for. The application must be sent directly to the Union office either in person or by mail.

The application for a Withdrawal Card is self-explanatory, but please complete all information, especially your Social Security Number.

Please follow the procedure so that you will always be in good standing in the Local Union. Withdrawal Card application forms are available from your steward.

MEMBERS MUST ALSO BE AWARE that obtaining a Withdrawal Card could disqualify a members' good standing for the purpose of holding office or voting.

Members are reminded that where they do not take a Withdrawal Card, and where they are in excess of three (3) months delinquent in dues, a RE-INITIATION Fee as well as all back dues are required for the purpose of clearing arrears.

PLEASE REMEMBER: APPLYING FOR A WITHDRAWAL CARD IS THE SOLE RESPONSIBILITY OF THE MEMBER.

EXHIBIT B

Melissa Johnson

From: Brian Taylor <btaylor@teamster773.org>
Sent: Tuesday, June 27, 2017 5:41 PM
To: Melissa Johnson
Cc: Scott Mount; Kevin Murphy
Subject: RE: Line speeds

Follow Up Flag: Follow up
Flag Status: Flagged

Melissa,

I am not trying to be a smart guy here, but I am not sure what it is or how to break it down any more. I am looking to find out what product every line has ran in the past 30 days. I am looking to find out what the company considers the standard is for each of those products. I am looking to find out what the company considers the line speed to be for each of those products. And finally I am looking to find out how fast the lines were on those days for each product. In short I am looking to find out four things for each line for the last 30 days. What product was run, what the company standard is in terms of how much the company feels should get done in an 8 hour period, What the company feels the line speed should be to attain the standard, and what speed the line actually ran at.

Brian A. Taylor
Business Agent/Organizer
Teamster Local 773
484-714-5414 cell
610-841-3281 office
Btaylor@teamster773.org

From: Melissa Johnson [mailto:mjohnson@etbrowne.com]
Sent: Tuesday, June 27, 2017 11:39 AM
To: Brian Taylor <btaylor@teamster773.org>
Cc: Scott Mount <smount@etbrowne.com>; Kevin Murphy <kmurphy@etbrowne.com>
Subject: RE: Line speeds

Brian,
We are just asking you to narrow the scope of the request. What specific date/line is being questioned? What specific complaint or grievance is this in regards to?
Thank you,
Melissa

From: Brian Taylor [mailto:btaylor@teamster773.org]
Sent: Friday, June 23, 2017 12:55 PM
To: Melissa Johnson
Cc: Scott Mount
Subject: RE: Line speeds

Melissa,

I am not sure on what part you need clarification on. Can you please read the e-mail I sent and and let me know specifically which part you need more detail on so I can respond. Thanks

Brian A. Taylor
Business Agent/Organizer
Teamster Local 773
484-714-5414 cell
610-841-3281 office
Btaylor@teamster773.org

From: Melissa Johnson [<mailto:mjohnson@etbrowne.com>]
Sent: Tuesday, June 20, 2017 8:22 AM
To: Brian Taylor <btaylor@teamster773.org>
Cc: Scott Mount <smount@etbrowne.com>
Subject: RE: Line speeds

Brian,

Please provide more detail on this request to narrow it down to pertinent issue.

Is this inquiry directly related to a specific Grievance (and if so, which one)?

Thank you,
Melissa

From: Brian Taylor [<mailto:btaylor@teamster773.org>]
Sent: Thursday, June 15, 2017 10:48 AM
To: Melissa Johnson
Subject: Line speeds

Melissa,

I am requesting that the Company send me any and all reports you have on all the lines for first and second shift, as it relates to the product that was run and the speed with which the line was ran, and the percent the line ran at for the day. Also I would like to know if any of those lines had coverage through that lines lunch period and if any lines went home. I would like that for the last thirty days. Thanks

Brian A. Taylor
Business Agent/Organizer
Teamster Local 773
484-714-5414 cell
610-841-3281 office
Btaylor@teamster773.org

EXHIBIT C



TEAMSTERS LOCAL 773 GRIEVANCE FORM

JUN 12 PM 5:06 JH
2017

Member's Name: Redacted Home Phone: Redacted Date: 06/12/16
 Address: Redacted City: E Stroudsburg State: PA Seniority Date: 08/25/14 Zip: 18302
 Employer: _____ Attention of: Melissa Johnson

Do you wish to be present at any hearing that may be scheduled? Yes No

SECTION OF CONTRACT VIOLATED: The Collective Bargaining Agreement including Articles/Sections:

DETAILS: On 06/5/17 I was working C-2 line
W/O # 58801. I was in set/jar position
I has a verbal warning because
the the codes start to become illegible
but not in full, I was checking permanent,
but the line was to fast, I told the
line leader and he pay no attention
anyhow. the code # was J7153C
Exp 05/20 and the only part that
was missing was some little dot on
the top code the Exp date anyway
there, the QC was not doing his job.

ADJUSTMENTS REQUESTED: Made whole for all losses and/or _____

I understand that the above grievance is subject to the grievance procedures outlined in the specific agreements violated and the adjustments or decisions reached thereunder at any appropriate level. I agree to be bound by the terms of the said Agreements applicable to my status and grievance. I authorize my Union representative to appear and act on my behalf at any and all steps of the grievance procedure where I fail to attend in person for any reason, and agree to be bound thereto.

Josue Hernandez Redacted
 Union Representative or Steward Employee

TEAMSTERS LOCAL 773



3614 Lehigh St. Suite A • Whitehall, Pa 18052 • Phone (610) 434-4451 • 1-800-TEAM-773 • Fax (610) 770-9581

EXHIBIT D

Melissa Johnson

From: Melissa Johnson
Sent: Tuesday, September 05, 2017 8:38 AM
To: 'Brian Taylor'
Cc: Quintes D. Taglioli; Scott Mount; Kevin Murphy
Subject: RE: Line speeds

Follow Up Flag: Follow up
Flag Status: Flagged

Brian,

During our second-step meeting on July 24, 2017, we provided an example of a standard sheet for one of our products. As we explained in that meeting, the information was provided as illustrative of the types of information that could be pulled for each product. But in sharing that information with you, we explained that we were not agreeing that the information was relevant or necessary for the union to represent its members. The information you request is highly confidential and proprietary information belonging to the company, and as we explained during our July 24 meeting, it would be extremely difficult and burdensome to gather this information for each and every product the company produces.

You mentioned that you did not need the information for any current grievance, but that you wanted to have the information on hand in the event that you ever received a grievance regarding line speeds in the future. This is not a valid reason for seeking all of this information now.

Accordingly, we do not agree to produce all of the information you are seeking at this time. As we explained to you, in the event any of this information was relevant to any future grievance, we would be willing to consider a request for information that was relevant to that specific grievance, at the appropriate time.

Melissa Johnson
Hayward Laboratories, Inc.

From: Brian Taylor [mailto:btaylor@teamster773.org]
Sent: Tuesday, August 29, 2017 11:24 AM
To: Melissa Johnson; Scott Mount; Kevin Murphy
Cc: Quintes D. Taglioli
Subject: Line speeds

Scott,

I am requesting yet again a breakdown sheet, like the one the Company has already provided me, on all products that are run at your facility. I believe as the exclusive bargaining agent for this bargaining unit, I have the right to know what the company feels is the standard for each product that is run at this facility. If I do not receive this information by Friday September 1 2017, I will be forced to take any and all action provided to me by law. Thank you for your prompt attention.

Brian A. Taylor
Business Agent/Organizer
Teamster Local 773

CERTIFICATE OF SERVICE

The undersigned hereby certifies that copies of the aforesaid Declaration of Melissa Johnson in Support of Respondent's Motion for Summary Judgment were served on August 21, 2018, in the manner set forth below:

Dennis P. Walsh, Regional Director
NLRB - Region 4
615 Chestnut Street
Suite 710
Philadelphia, PA 19106-4413

E-filing on Agency Website

Samuel Schwartz
Field Attorney
National Labor Relations Board, Region
Four
615 Chestnut Street, Suite 710
Philadelphia, PA 19106-4413

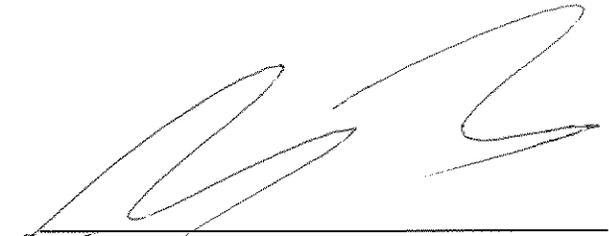
E-Mail
(samuel.schwartz@nlrb.gov)

Quintes D. Taglioli, Esq.
Markowitz & Richman
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Allentown, PA 18104-4664

E-Mail
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Thomas H. Kohn, Esq.
Markowitz & Richman
123 S. Broad Street, Suite 2020
Philadelphia, PA 19109

E-Mail
(TKohn@markowitzandrichman.com)



George P. Barbatsuly