

AGREEMENT

by and between

WEST PHARMACEUTICAL SERVICES, LAKEWOOD, INC.

and

TEAMSTERS LOCAL UNION NO.35

EFFECT WE: December 1, 2000

EXPIRATION: November 30, 2003

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PREAMBLE

This Agreement by and between West Pharmaceutical Services, Lakewood, Inc., located in Lakewood, New Jersey, hereinafter referred to as the "Company" or "Employer" and Teamsters Local No. 35, 620 U.S. Route 130, Trenton, New Jersey, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 1  
PURPOSE

Whereas, the parties hereto desire to establish uniform standards and hours of labor, rates of pay and other conditions under which the employees classified herein shall work for the Employer during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious and efficient cooperation and mutual benefit.

ARTICLE 2  
CONSIDERATION

Now, therefore, in consideration of the performance in good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, the parties agree to and with each other as follows:

ARTICLE 3  
UNION RECOGNITION

The Employer agrees to recognize Teamsters Local 35 as the exclusive bargaining representative for all of its production and maintenance employees as classified herein employed by the Employer at its locations in Lakewood, New Jersey, excluding all office clerical employees, quality control and quality assurance employees, mechanics and mechanic trainees, technical employees, professional employees, guards and supervisors within the meaning of the National Labor Relations Act, as amended.

Whenever the masculine pronoun or possessive is used in this Agreement, the feminine pronoun or possessive is also intended.

ARTICLE 4  
UNION SECURITY

All present employees in the bargaining unit who are members of the Local Union on the effective date of this Article or on the date of execution of this Agreement, whichever is the later, shall remain members of the Local Union in good standing as a condition of employment. All present employees in the bargaining unit who are not members of the Local Union and all employees who are hired hereafter shall become and remain members in good standing of the Local Union as a condition of employment on and after the thirty-first (31st) calendar day following the beginning of their employment or on and after the thirty-first (31st) calendar day following the effective date of this Article or the date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

At the conclusion of the thirty-one (31) calendar day period, the Employer will send to the Union the Authorization for Check-Off form within a reasonable period of time.

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The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. 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.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum union security which may be lawfully permissible.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal or economic recourse.

ARTICLE 5  
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with, or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplement or riders thereto or the application of such Article or Section to persons or circumstances with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union or Company, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, the matter shall be referred to arbitration

ARTICLE 6  
HIRING EMPLOYEES

Section 6.01. Probationary Employees

Every new employee shall be on probation for a period of sixty (60) days worked, and during such period the Employer may dispense with his or her services for any reason without any question or objection by the Union or employee.

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Section 6.02. Shift Preference

No new employee shall be hired for day work until third shift employees have been given the opportunity to bid on jobs that are vacant on the day shifts; provided, that such transfers will not be made where they interfere with requirements of reasonable training periods, not to exceed thirty (30) days worked.

This Section relates to rated jobs only. Employees hired for the first, second or third shifts can be switched to a different shift at the discretion of the Company and only if it does not interfere with the operation of the business.

Section 6.03. Part Time Employees

The Employer agrees that it will not make use of part time employees in the classifications covered by this Agreement.

ARTICLE 7  
CHECKOFF

The Employer agrees to deduct from the fourth pay each month of all employees covered by this Agreement the dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees as specified by the Local Union from time to time, and agrees to remit to said Local Union all such deductions in a manner described by the Local Union prior to the tenth (10th) of the month for which the deduction is made. Deductions for initiation fees shall be made in installments of a maximum of five dollars (\$5.00) each pay until the initiation fees are paid in full. Where written authorization is required by law, the same is to be furnished by the Union in the form required. No deduction shall be made which is prohibited by applicable law.

ARTICLE 8  
MANAGEMENT RIGHTS

Section 8.01

It is recognized that the well-being of both parties is directly dependent upon the skill and efficiency and methods of operation with which the business of the Employer is conducted, and that any assumption of the functions of the management by representatives of the Union is contrary to the intent and purpose of this Agreement. The Union agrees to do everything within its power by full cooperation with the Employer to bring about the most efficient operation.

Section 8.02

The authority and responsibility for the management of the business shall repose exclusively on the Employer and its appointed representatives, and the Union or its representatives shall not interfere with the exercise of such authority or responsibility. The Employer maintains its inherent right to transfer employees from one department or assignment to another or to assign employees as operating procedures may require, and to introduce mechanization changes or palletized loading or the use of other equipment as may arise out of the requirements of its business; however, the Employer agrees to negotiate in advance with the Union any broad changes in its operation which would result in the elimination of jobs for members of the Local Union. No provision of this Section shall be binding if it conflicts with other provisions of this Agreement.

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ARTICLE 9  
NON-DISCRIMINATION

Section 9.01

The Employer and the Union agree to continue to not discriminate against any employee with respect to hiring, compensation, terms or conditions of employment because of such employee's race, color, religion, sex, national origin or age, nor will they limit, segregate or classify employees in any way to deprive any employee of employment opportunity because of race, color, religion, sex, national origin or age, and will comply with the Rehabilitation Act of 1973 (Sec. 503) and the Vietnam Era Veterans Readjustment Act of 1974 (Sec. 402) and the Americans With Disabilities Act.

Section 9.02

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

Section 9.03

Employees shall be free from interference, restraint or coercion by the Employer in their activities on behalf of the Union. Employees shall refrain from participation in Union matters during working hours, except as provided in this Agreement.

ARTICLE 10  
INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, collection of dues and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the Company's work schedule, and management is notified of the Union's presence in the Plant.

ARTICLE 11  
FAIR DAY'S WORK

It is agreed that each employee is obligated to give a fair day's work. Such obligation shall not be measured by use of industrially engineered standards, but may be measured by other applicable criteria. Failure to give a fair day's work shall be cause for discipline.

ARTICLE 12  
JOB STEWARDS

The Employer recognizes the right of the Union to designate Job Stewards and Alternates. The authority of Job Stewards and Alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Local Union action.

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3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its Officers, provided such messages and information:

- A. Have been reduced to writing, or
- B. If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

The Employer recognizes these limitations upon the authority of Job Stewards and Alternates 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 Job Steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

Stewards shall be permitted to investigate, present and process grievances on or off the property of the Employer without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime.

The Union shall have the right to designate Stewards and Alternate Stewards and shall attempt to limit Stewards to one (1) Steward for every one hundred (100) employees; provided, however, there shall always be not less than one (1) Steward for each shift of employees within each building regardless of the number of employees on such shift and regardless of the total number of Stewards. Job Stewards, while serving in that capacity, shall receive top seniority in their classification for the purpose of lay-off.

ARTICLE 13  
DISCHARGE OR SUSPENSION

Section 13.01

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Job Steward and a copy mailed to the Local Union office within two (2) working days from the date of the discharge or suspension.

Section 13.02

With respect to discharge, the Employer must give one (1) warning notice of the specific complaint against such employee in writing and a copy of the same to the Union and the Job Steward. It is understood that the posted plant rules may require varying degrees of disciplinary action. If the violation is one which is cause for immediate dismissal then no warning is required. The warning notice as herein provided shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence upon which the complaint and warning notice are based. No rules may be in conflict with the provisions of this Agreement.

Section 13.03

Any employee who resigns, retires or is discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, within five (5) days from the date of discharge or by the next payroll period.

Section 13.04

A discharged or suspended employee must advise the Local Union in writing within two (2) working days after receiving notification of such action against him of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension.

Section 13.05

Should it be proven that an injustice has been done to a discharged or suspended employee, he shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. If the Union and the Employer are unable to agree as to the settlement of the case, then it may be referred to the Grievance Procedure as set forth in this Agreement, within ten (10) days after the above notice of appeal is given to the Employer.

ARTICLE 14  
GRIEVANCE AND ARBITRATION PROCEDURE

Section 14.01

A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding or dispute.

Any grievance arising between the Company and the Union or an employee represented by the Union shall be settled in the following manner:

STEP 1. The aggrieved employee or employees and/or Job Steward must orally present the grievance immediately or as soon as practical to the immediate foreman in whose area the grievance arose. The foreman, employee and/or Job Steward shall orally attempt to resolve the grievance at that time, if no satisfactory settlement is reached following the oral attempt, the aggrieved employee must present the grievance in writing to the Job Steward within three (3) working days after the foreman's oral answer or within five (5) working days after the reason for the grievance occurred. The Job Steward shall present the grievance in writing to the foreman within one (1) working day after receiving same and the foreman shall answer such grievance in writing to the Job Steward within one (1) working day. No time limit shall apply in case of violation of wage provisions of this Agreement. If no satisfactory settlement is reached then the grievance shall proceed to STEP 2.

STEP 2. The Job Steward and the employee shall within two (2) working days following the written answer from the foreman in STEP 1 submit the grievance in writing to the Union's Business Representative. Within five (5) working days, the Business Representative shall meet with a representative of the Company with authority to act to attempt to resolve said grievance, unless such time limit is actually extended by the parties. A decision must be made and a written answer given within five (5) working days after conclusion of the above meeting.

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ARTICLE 26  
DIFFERENTIALS FOR LATE SHIFTS

A late shift is any eight (8) hour shift that begins no earlier than 2:00 p.m. Employees required to work a late shift shall be paid fifty cents (\$.50) higher hourly rate for all hours worked than the rate paid for work in the same classification on the day shift.

ARTICLE 27  
WORK DAY AND WEEK

Section 27.01

The work week shall consist of not more than forty (40) hours to be performed in not more than five (5) consecutive days of eight (8) hours each, Monday through Friday.

Section 27.02

The work day shall consist of eight (8) consecutive hours, exclusive of the lunch period.

Section 27.03

A day shift is any eight (8) hour shift that shall begin not earlier than 5:00 a.m. and not later than 8:00 a.m. Day employees required to report before 5:00 a.m. or required to work more than eight (8) hours or after 6:00 p.m. shall be paid a premium rate of time and one-half (1 1/2) their regular hourly rate for all time worked outside the regular day shift schedule.

The Employer agrees that employees who are late may be docked but only to the extent of lateness. In no event will an employee be required to work during any dock period.

ARTICLE 28  
DAILY GUARANTEES

Employees reporting for work at the regular starting time of their shifts, Monday through Friday, shall be afforded four (4) hours of work or pay, unless they are notified before the end of their previous shift not to report.

On snow days or hazardous weather days, if an employee reports to work, and is working; and the Company closes the plant - the employee will receive a minimum of four (4) hours pay.

This Article shall not apply when the Employer is unable to afford four (4) hours of work or less because of an Act of God or other emergency.

ARTICLE 29  
FUNERAL LEAVE

An employee who suffers the death of his spouse, mother, father, son, daughter, brother, sister, will receive funeral leave with pay for three (3) regularly scheduled work days. An employee who suffers the death of his grandfather or grandmother, will receive funeral leave with pay for two (2) scheduled work days. An employee who suffers the death of his father-in-law or mother-in-law will receive funeral leave with pay for one (1) scheduled work day. (A day's pay for this purpose means eight (8) hours straight time pay. Normally scheduled work day for this purpose shall mean any days scheduled for a basic forty (40) hour work week. Any day over the basic forty (40) hour work week shall not be part of this three (3) day leave of absence.)

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Since the above funeral leave is intended as a time to complete necessary arrangements, and not a monetary gain, it will not apply to any vacation, partial vacation or portion thereof.

ARTICLE 30  
JURY DUTY

Employees shall be entitled to jury duty leave not to exceed two (2) weeks in a calendar year. The Employer agrees to pay eligible employees for each day of jury service an amount equal to the difference between the employee's daily straight time earnings and the payment received for jury duty. This Article shall not apply to any employee who voluntarily seeks jury service.

ARTICLE 31  
PREMIUM RATES

Section 31.01

For all hours worked by regular full time employees on Saturday, employees shall be paid at the rate of one and one-half (1 'A) times the rate for the job.

Section 31.02

For all hours worked by regular full time employees on holidays, employees shall be paid at the rate of one and one-half (1 '1/2) times the rate for the job in addition to the pay for the holiday.

Section 31.03

For all hours worked on Sunday, employees shall be paid at the rate of two (2) times the rate for the job.

Section 31.04

All hours worked on any shift shall be deemed to be worked on the day the shift started. This shall not require that third shifts beginning on Sunday evenings be treated as Sunday work for purposes of overtime.

Section 31.05

For all hours worked in excess of eight (8) hours in a day, the employees shall be paid one and one-half (1 V2 ) times their regular rate for the job. For all hours worked in excess of forty (40) hours per week, and for all hours worked in excess of thirty-two (32) hours per week in a week in which a holiday occurs during the normal work week, the employees shall be paid one and one-half (1 '1/2) times their regular rate.

Section 31.06

A Overtime Work Monday through Friday -- When a need for overtime work develops, it shall be offered in the following order:

1. To those employees working on that specific line or job in seniority order;
2. To those employees permanently assigned to the building and classification in seniority order;

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Section 31.06 (continued)

3. To those employees within the department (West Packaging or West Labs) able to perform the work required in seniority order.

If overtime on that specific line is scheduled for more than one (1) day, the Employer will do everything it reasonably can to move higher seniority people within that specific building on that specific shift within the classification to that line.

B. Overtime Work Saturdays, Sundays and Holidays, When a need for overtime work develops, such work shall be offered in the following order:

1. To employees presently working and permanently assigned within the building, department and classification in seniority order;
2. To employees presently working and permanently assigned within the department and classification in seniority order;
3. To employees presently working within the building and classification who are transferred from the other department;
4. To employees able to perform the required work who are presently working and employed by the Employer in seniority order.

The Employer will make every reasonable effort to distribute overtime equally among the shifts.

Notwithstanding anything to the contrary, employees who sign up for any temporary transfer requested by the Employer shall be offered Saturday, Sunday and Holiday work immediately following such offer made to employees permanently assigned to the classification and building in which such work is required (Step 1). Such offer of overtime work shall be made first to the employees voluntarily transferring within the department in which the work is required in the order of seniority and thereafter to the employees voluntarily transferring from the other department in seniority order.

It is expressly understood that the overtime schedule on non-rated jobs shall first be offered to the appropriate employees permanently assigned in the building where the work is to be done in seniority order and thereafter in seniority order based upon total departmental service. The Employer agrees that it will post all overtime postings in both Departments in all buildings when lists are not filled at the time of the original applicable posting.

Any regular employee or group working overtime shall not be given time off to offset the overtime work.

The Employer has the right to schedule overtime work. The Union will do everything in its power to have a sufficient number of employees available to perform the job in overtime assignments. Although the parties recognize that individual overtime is voluntary, a failure to report for overtime accepted shall be cause for discipline. Furthermore, any concerted refusal to work overtime is a violation of this Agreement and shall subject each employee participating in the refusal to disciplinary action.

Section 31.07

Premium and/or overtime rates shall not be pyramided.

Section 31.08

The term Department is defined to mean West Packaging and/or West Labs.

Section 31.09

In the event an employee works prior to his regular scheduled starting time (early starts), he or she shall be paid at the rate of time and one half (1 1/2) for all hours worked prior to his regular scheduled starting time and shall be guaranteed in addition the right to work his regular shift in accordance with this contract, but must work his regularly scheduled shift in order to qualify for the overtime pay, unless the failure to work such regular shift is due to the action of the Employer in which case the employee will receive time and one half (1 1/2) for the time worked on an early start. All such starts shall be voluntary. An early start shall be defined as a starting time prior to the time that the employee was regularly scheduled.

ARTICLE 32  
HEALTH AND WELFARE

Section 32.01

The Employer agrees to make payments to the Fund in the current month for such current month, i.e. payment for December benefit coverage to be received by Teamsters Local 35 Welfare Fund on or before that December Tenth (10th).

The Employer shall contribute the sum each month in accordance with the schedule set forth in Section 32.02 for each employee who has worked, or reported for work on one (1) day of such calendar month, except that no contributions shall be required for persons until they have completed eighty (80) days of work.

If the employee is on lay-off status on the last day of the month, the payment for the next month will not be made until said employee returns to work.

Contributions set forth herein shall continue to be made by the Employer for three (3) calendar month for employees who are on an approved sick leave or absent due to a compensable injury or illness.

Section 32.02 - Contributions

Effective December 1, 2000, contributions shall be remitted in the following maximum amounts and as further revised pursuant to Section 32.05:

	12/1/00	12/1/01	12/1/02
Teamster 35 Health Plans (employee only)	\$349.96	\$378.48	\$389.83
Teamster 35 Health Plans (dependent contribution max. allowable when applicable)	\$40.00	\$40.00	\$40.00

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Section 32.03 - Life Insurance

Employer shall provide life insurance coverage through a carrier of its choice and provide the premiums therefor on each employee's life as follows:

\$10,000.00 of Life Insurance

The Company shall continue to provide life insurance coverage, for a three (3) month period, for employees on medical leave.

Upon separation of employment notwithstanding the reason, employees may elect to purchase this life insurance benefit by paying those premiums established by the carrier to maintain such benefits.

Section 32.04

Contributions shall be remitted to the Fund no later than the tenth (10th) of each month for that calendar month. All remittances to the Fund shall be in a manner described by the Fund, and failure on the part of the Employer to comply shall be considered a violation of this Agreement and shall permit the Union to take any action including strike action after seventy-two (72) hours notice to the Employer of such intended action unless the Employer shall comply within said period except that the Union will hold the Employer harmless for any delay which is not the fault of the Employer.

Section 32.05

In the event that during the life of this Agreement, rate increases are effected by Horizon Blue Cross, such additional sums shall be paid by the Employer and remitted to the Fund. Such increases shall be capped at the rates shown above. In no event shall the employer be required to pay more than the rates shown in section 32.02.

Section 32.06

The Company agrees to provide Worker's Compensation Insurance as provided as provided by law and Temporary Disability Insurance from a provider or providers of its selection to the employees covered hereunder at no cost to such employee.

ARTICLE 33  
HOLIDAY PAY

To be eligible to receive holiday pay, regular bargaining unit employees must have been in the employ of the Employer for at least sixty (60) working days prior to the Holiday.

These employees must work the full regularly scheduled plant work day immediately preceding and the full regularly scheduled plant work day immediately following the Holiday, except that active (i.e., those not on an approved Leave of Absence) employees who are absent or leave early due to illness or injury, or other serious circumstance and excused by the Company will receive eight (8) hours pay at straight time for such Holiday. Such excuse and pay shall not be unreasonably withheld. It is understood that an employee who is absent from work on the day before or following the Holiday shall be required to support the same with a Doctor's certificate in order to be eligible for Holiday Pay.

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#### Section 14.01 (Step two continued)

If the Company fails to comply with any settlement of the grievance or fails to comply with the procedures of this Article, the Union has the right to take all legal and economic action to enforce its demands; provided, however, no sanction by way of strike or otherwise shall be imposed by the Union on the Employer until after the parties have met to determine the time when the settlement made shall be implemented. The notice shall be given by the Union to the Employer that such a meeting is requested by the Union. The meeting shall be held within three (3) working days after notice shall be given by the Union to the Company that such a meeting is requested by the Union.

#### Section 14.02

In accordance with Article 12, any Job Steward shall be permitted to leave work to investigate with all reasonable speed and adjust the grievance of any employee within his jurisdiction, after notification to his Supervisor. Employees shall have the right to have the Job Steward or a representative of the Union present during the discussion of any grievance with representatives of the Company.

#### Section 14.03

If no satisfactory settlement can be agreed upon, the parties shall select a mutually agreeable and impartial Arbitrator within five (5) working days after receipt of written answer in STEP 2 above. In the event they are unable to so agree upon an Arbitrator, the matter shall be referred to the American Arbitration Association within ten (10) working days after receipt of written answer above and the Arbitrator shall be selected in accordance with the rules of that Agency. The expense of the Arbitrator selected or appointed shall be borne equally by the Company and the Umon.

#### Section 14.04

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The Arbitrator shall determine any question of arbitrability. In the event the position of the Union is sustained, the aggrieved party shall be entitled to all the Health and Welfare and Pension benefits of this Agreement which would have accrued to him had there been no grievance.

#### Section 14.05

Both parties agree to accept the decision of the Arbitrator as final and binding. If the Company fails within the time fixed by the Arbitrator to comply with the award of the Arbitrator or with the procedures of this Article, the Union has the right to take all legal action enforcing compliance.

#### Section 14.06

Notwithstanding anything contained herein, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare Fund created under this Agreement in accordance with the rules and regulations of the Trustees of such funds, after the principal officer or his designated representative of the Local Union has given seventy-two (72) hours notice to the Employer of such delinquency in Health and Welfare

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#### Section 14.06

payments, the employees or their respective representatives shall have the right to take such action as may be necessary until such delinquent payments are made and it is further agreed that in the event such action is taken, the Employer

shall be responsible to the employees for losses resulting therefrom.  
The Union agrees to save the Employer harmless if the delinquency is proven to be through no fault of the Employer.

ARTICLE 15  
NO STRIKE - NO LOCKOUT

Section 15.01

The Company agrees that during the term of this Agreement, it will not engage in any lockout of its employees in whole or in part.

Section 15.02

Except as otherwise provided in this Agreement, during the term of this Agreement, the employees covered hereby shall not engage in, encourage or sanction any strike, sitdown, picketing or such actions which will interrupt or interfere with the operations of the Company. No suit or claim for damages shall be instituted or initiated by the Company against the Union, its representatives or members by reason of such strike if the Union has taken the steps described herein. The Union agrees that during the term of this Agreement, neither it nor its officers or agents will engage in, encourage or sanction any strike, sitdown, picketing or such actions which will interrupt or interfere with the operations of the Company. In the event of any unauthorized violation of this Agreement, the Union agrees that upon telegraphic notification by the Company, it will take affirmative steps with the employees concerned to bring about a resumption of the normal operations of the Company.

Section 15.03

It is further agreed that in the event of any violation of this Article, except as provided otherwise in Article 32, Section 32.04, the Company may discharge or otherwise discipline any employee (whether individually or in a group) who has violated such Article. In such event, an employee discharged or otherwise disciplined may file a grievance under the grievance provisions of this Agreement.

ARTICLE 16  
BREAK PERIODS

The Employer will pay for breaks and wash-up time as follows: A fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. In addition a five (5) minute period will be provided for work area clean-up time. However, in the event of overlapping shifts, there shall be no obligation to provide the five (5) minute clean up period for the work area. Such work area clean-up time, to the extent provided, will commence ten (10) minutes prior to the end of the shift and terminate five (5) minutes prior to the end of the shift. At this time the employee will be permitted to leave his work area for personal clean-up time and/or to ring out. The above time will be designated by ringing of an alarm. In addition, the Employer will provide a fifteen (15) minute break to employees scheduled to work more than ten (10) hours in any day. Such breaks shall begin not later than the start of the tenth (10th) hour.

ARTICLE 17  
LEAVE OF ABSENCE

Section 17.01

An employee desiring a leave of absence from employment shall submit a written request fully explaining the reason for the leave. Requests for medical leave must be supported by a proper certificate from a physician. The initial period for all leaves shall not exceed three (3) months. Permission will not be unreasonably withheld. The Employer will make its response in writing to the employee. Employees on leave of absence will not earn or receive holiday pay, vacation pay, funeral pay or jury pay, except employees on approved sick leave of absence may accrue vacation pay on the basis of a maximum of three (3) month accrual credit.

Section 17.02

During the leave period, the employee will not engage in gainful employment. Failure to comply with this provision may result in termination for the employee involved.

Section 17.03

Extensions of the original leave for periods not to exceed thirty (30) days shall be granted, provided proper certificate from the employee's attending

physician is presented to support requests for such extension.

#### Section 17.04

Six (6) consecutive months shall be the maximum period for which a sick leave and subsequent extensions, as defined above, shall be granted. Further extensions may be granted only by mutual consent between the Employer and the Union.

#### Section 17.05

Any employee who is absent from work for more than two (2) calendar weeks because of sickness shall be required to obtain sick leaves as provided in Section 17.01. Failure to obtain such approval shall result in his being separated from the payroll as having voluntarily quit.

#### Section 17.06

Maternity leave will be treated as a medical leave. Maternity leave will commence when the employee's condition substantially interferes with job performance, or when a physician so recommends, whichever is sooner

#### Section 17.07

Leaves in accordance with the Family Medical Leave Act ("FMLA") shall comply with the West Company's Medical and Family Leaves of Absence Policy, Policy No. POL-PER 435, except that in accordance with the New Jersey Medical Leave Act, an eligible employee shall be one who has worked one thousand or more base hours during the preceding twelve (12) month period. Notwithstanding anything contained within that Policy, no employee shall be required to use otherwise available leave before becoming eligible for FMLA leave.

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### ARTICLE 18 MILITARY DUTY

#### Section 18.01

Any employee who shall enter into the Armed Services of the Country shall, at the end of such Service, if physically and mentally fit, be reinstated to this former position with full seniority, provided however:

He shall make application for reinstatement within ninety (90) days from his Honorable Discharge from the Armed Forces, or within such further period as may hereafter be prescribed by law, and the Employer's circumstances have not so changed as to make it impossible to provide employment.

#### Section 18.02

Reserve servicemen will be allowed two (2) weeks time to train under Government regulation and this time may not be charged against the employee's vacation unless the employee requests his vacation at that time.

### ARTICLE 19 LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

### ARTICLE 20 SAFETY AND HEALTH

#### Section 20.01. Sanitary Conditions

Heating, lighting, toilets, lockers and sanitary facilities and all protective devices necessary to protect the health of employees shall be provided by the Employer. The Union will at all times cooperate with and assist the Employer in maintaining safety and health conditions in the plant.

Grievances which arise under Section 21.01 and which are not settled in the Joint Safety Committee may be filed under Article 14 as a regular grievance.

#### Section 20.02. Safety Committee

A Safety Committee shall be established consisting of one (1) member appointed by the Union and one (1) member appointed by the Employer. The Employer shall pay for such time spent by the Union member of the Committee up to a maximum of four (4) hours per month.

### Section 20.03. Committee Functions

It shall be the function of the Joint Safety Committee to:

1. Recommend improvements in safety, sanitation and health conditions affecting the employees.
2. Investigate the cause of industrial accidents and compensable industrial illness.

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### Section 20.04. On-the-Job Injuries

Should an employee be injured at work and be unable to continue working as a result of the injury as determined by medical authority, he shall be paid for the entire day. Should he lose time during any day thereafter for treatment for injuries suffered while employed, he shall be paid for lost time, not to exceed one (1) hour, and the same is to be counted as time worked for the purpose of computing overtime pay. However, for purposes of this Section, an employee shall not be compensated more than eight (8) hours of lost time for treatment of any single occurrence. An employee injured at work shall be permitted to return to his job if he has recovered and is physically and otherwise able to perform his pre-injury job or any other open position at the time he has been medically released by his treating physician and/or the Company's physician should the Company require a confirming opinion. The cost of any confirming opinion shall be at the Company's expense. Any employee unable to return to his pre-injury job or another position for a period of twenty-four (24) months from his last day of work shall no longer be able to return to employment. In the event of injury, the Company has the right to send the injured employee to the Company's designated doctor approved by their insurance coverage. If an injured employee desires the services of a Doctor it shall be granted as soon as possible. The Company shall provide transportation where necessary for medical attention on the day of the accident. The Company agrees to notify the Steward within a reasonable time of the occurrence of any accident or injury on the Employer's premises during working hours involving a bargaining unit employee or employees.

### Section 20.05 Drug Policy

The Company and the Union agree to adopt The West Company's Controlled Substances Policy, HR- 43, dated August 31, 1998, Revision No. 1998 - 1, except that it is agreed that the Company will not engage in the search of automobiles for the purpose of determining compliance with the Policy.

The Company agrees not to randomly test more than five (5) bargaining unit employees per calendar month. As further clarification, in the event that the Company requires an employee to test under this Policy, and that employee tests negative, the Company will be responsible for the payment of wages for all missed work time relating to the negative drug test. As a further clarification, upon return to work, an employee will be required only to successfully complete a controlled substance screening. Employees will not be required to contact their physicians to alter drug dosages or treatment as provided for by the West Policy.

### ARTICLE 21 NEW EQUIPMENT

Whenever the introduction of new equipment or machinery, or the creation of a new classification, or the combination of existing classification causes a substantial change in the kind of duties performed by any employee, then the Employer and the Union shall discuss the appropriate rate for the new or substantially altered job classification. Should the parties be unable to reach agreement on the appropriate rate, then the Employer may set a rate and the job will be posted and bid and the work will proceed, provided that the Union may process the issue of permanent appropriate rate through the grievance and arbitration procedure.

### ARTICLE 22 TRANSFER OF TITLE

In the event during the term of this Agreement, the Employer sells, leases, assigns, merges or in any other way gives up overall or any part of its existing operations, the present Agreement will continue to be binding upon whatever new enterprise operates the Employer's business or any part thereof.

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This provision shall be fully applicable regardless of the form or extent to

which the transfer takes place and all members of the Bargaining Unit shall continue to have full rights under the Agreement with the new or altered operations, and the contract shall be fully applicable upon all aspects of the operation, both those transferred and those which may not be.

ARTICLE 23  
BULLETIN BOARDS

The Employer agrees to provide suitable bulletin boards for the exclusive use of the Union in a place accessible to all employees covered hereunder.

ARTICLE 24  
SPECIAL SHIFTS

The Employer may continue as is the practice to establish special shifts of work which require earlier start times and/or later stop times than established in this Agreement.

The Employer agrees that it will post the usual notice for this purpose for six (6) work days.

The required positions will be filled using the principle of classification seniority for rated positions

and general seniority for unrated positions.

Any such shift and the employees selected to staff the same shall not remain in effect for more than

90 calendar days without a new bid being implemented.

ARTICLE 25  
FLEXIBLE WORK WEEK

Section 25.01

The Employer may designate certain projects to be performed by employees working a flexible work week, something other than a Monday through Friday work schedule as established within Section 27.01.

Section 25.02

A flexible work week project will be posted by the Employer. Employees can bid on the flexible work week by using the principle of classification seniority for rated positions and general seniority for unrated positions.

If there are not a sufficient number of employees bidding for the flexible work week assignments, then employees hired after December 1, 1997 shall be assigned to the position on the flexible work week schedule. No one shall be assigned to a flexible work week schedule until bidding has been extended to all rated and unrated employees.

All employees hired after December 1, 1997 shall be advised at the time of hire that their schedule may become a flexible work week schedule in the event that there are not a sufficient number of employees bidding to work that schedule.

Section 25.03

A flexible work week is any five (5) consecutive day period. Employees working a flexible work week will not be provided premium rates as established by Article 31.01 and 31.03. Instead, employees working a flexible work week will receive a flex premium.

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Section 25.03 (continued)

1. The flex premium will be twenty dollars (\$20.00) for a scheduled work week which includes only a Saturday, twenty-six dollars (\$26.00) for a scheduled work week including only a Sunday.
2. The flex premium will be forty-six dollars (\$46.00) for a scheduled work week which includes both a Saturday and a Sunday.
3. In order to receive the flex premium, the employee must work each scheduled day during that workweek. An employee who has not worked, but been paid for vacation, holiday, sick/personal or bereavement and who works at least three (3) days in the scheduled week including all scheduled weekend days shall remain eligible for the flex premium.

Section 25.04

Employees working a flexible work week shall be returned to a regular Monday to Friday work week at the conclusion of the flexible work week assignment. Upon return they shall be compensated at premium rates in accordance with Article 31. Flexible work week workers shall be ineligible for Article 31.01 and 31.03 premiums only during these weeks when assigned to and working a flexible work week.

#### Section 25.05

The flexible work week must last four (4) weeks or longer. Regular and routine overtime assignments shall continue to be scheduled and assigned in accordance with Section 31.06. The Company shall have the discretion to determine whether, and for how long, the flexible work week is to be used. These assignments are project(s) based in response to customer demands.

1. Employees who successfully bid on flexible work week assignments may after eight (8) weeks provide notice to Human Resources of a desire to return to a regular work schedule and will be accommodated as soon as a replacement can be secured but not later than two (2) weeks after notice of intent to return is provided.
2. Employees with compelling personal reasons will be given the opportunity to return to a regular schedule prior to eight (8) weeks.
3. An employee working a regular work week who is notified of layoff will be permitted to use seniority to bump a less senior employee, provided they have previously held the classification or have the present ability to perform the work. By bumping into a flexible work week assignment, the employee shall then be scheduled and compensated as a flexible work week worker. This shall continue until the employee is recalled to their former position.

#### Section 25.06

Holidays which fall on a non-scheduled work day shall be compensated. The employee will accordingly be compensated for six (6) days for five (5) days worked during such a week. The Company will not schedule Easter Sunday as part of a flexible work week schedule.

Employees on leave of absence shall not be entitled to holiday pay but employees absent from work the day before or after a holiday who can demonstrate that their absence was bonafide to the satisfaction of the Company shall be eligible to receive holiday pay.

In no event shall an employee be entitled to Holiday pay when such employee is absent for more than two (2) consecutive calendar weeks.

Holidays December 1, 2000 through November 30, 2003:

- |                   |                           |                                  |
|-------------------|---------------------------|----------------------------------|
| 1. New Year's Day | 5. Independence Day       | 9. Christmas Eve                 |
| 2. Good Friday    | 6. Labor Day              | 10. Christmas Day                |
| 3. Easter Monday  | 7. Thanksgiving Day       | 11. Three (3) Sick/Personal Days |
| 4. Memorial Day   | 8. Day after Thanksgiving | 12. Floating Holiday             |

Employees will be permitted to use the Personal Days if twenty-four (24) hours notice is given to Management and approval is granted. Such approval shall not be unreasonably withheld.

Employees will be eligible for the Sick Days with pay provided he or she notifies personnel on the day of absence and reports the reason for the absence. On each December 31, the Company will allow as many employees as practicable, who so desire, to use available leave (vacation and personal days) or to take that day off without pay if not entitled to such leave (and without consequences for an absence) based upon their seniority and business requirements.

#### ARTICLE 34 VACATIONS

- A. Vacations shall be earned as of June 30th and may be taken during the following year beginning July 1st. Vacations may not be taken until earned and cannot be anticipated. Should the Company decide to proceed with a vacation shut down, it must provide advance notice to the Union and employees. The date for determining the number of years or months on the payroll for the purpose of determining the amount of vacation on subparagraph "D" of this Article shall be June 30th. Employees shall not be permitted to carry over vacation from the previous year and shall be paid

for any unused vacation.

- B. All vacation pay shall be calculated on the employees basic straight time hourly rate.
- C. Vacation selection will be granted on a seniority (length of continuous on-the-job service) basis, so far as possible preference as to dates being given in the order of length of such service. Vacation schedules must be so arranged as not to interfere with the regular and efficient conduct of business of the Employer.
- D. All employees who have been on the Employer's payroll for the periods indicated below, shall receive the indicated vacations and vacation pay at their current basic straight time hourly rate:

SERVICE -----	VACATION -----
After 13 weeks but less than 1 Year	3 Days
1 Year but less than 2 Years	5 Days
2 Years but less than 3 Years	7 1/2 Days
3 years but less than 8 Years	2 Weeks

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8 Years but less than 15 Years	3 Weeks
15 Years but less than 20 Years	4 Weeks
20 Years and longer	5 weeks

- E. Employees whose vacations occur in a period in which a holiday falls shall receive an extra day's pay for the holiday.
- F. No later than June 15th of each year of the Agreement, the Employer will notify the employees as to whether the employees will have an additional day's pay or day off with pay in the event a holiday provided for in Article 33 falls within the scheduled shutdown.
- G. All vacations shall be taken in time off except under extenuating circumstances. When an employee is laid off or his employment is terminated for any reason, either he or (in case of death) his beneficiary will be entitled to the vacation pay that had accrued at the time of separation.
- H. The Employer may at his discretion designate a vacation period of up to but not more than two (2) weeks during the months of July and August after giving the employees at least three (3) month's notice.

ARTICLE 35  
SENIORITY

Section 35.01 Loss of Seniority

Seniority shall be computed from an employee's original date of hire unless broken for the following reasons:

1. Resignation;
2. Dismissal for cause;
3. Twelve (12) consecutive months of unemployment, (six (6) consecutive months of unemployment for employees on layoff as of December 1, 2000), unless on approved leave of absence;
4. Failure to report when notified to return to work in accordance with Article 35(C);
5. Three (3) consecutive days of unexcused absence defined as three (3) or more consecutive working days without notification to the Employer during regular business hours, Monday through Friday, except under proven extreme circumstances.
6. Absence from work for any reason for 24 consecutive months, except if the absence is the subject of arbitration under the agreement.

Section 35.02 Layoffs

Temporary Layoff - A temporary layoff is a layoff for lack of work and shall be for a period not longer than one (1) week. Notice of a temporary layoff must be given to the Job Steward not later than the middle of the employee's shift preceding the day of layoff, or pay in lieu thereof, unless the layoff is caused by an act of God, power failure, or other reasons beyond the Employer's control.

## Section 35.02 (lay offs continued)

Thereafter, those laid off employees shall have the right to bump into lower classifications within the building where the layoff occurred provided they have more seniority and previously held the classification or have the present ability to perform the work of such lower classification taking the rate of the classification, in which event employees having junior seniority in such lower classification shall be laid off. However, no employee affected by a temporary layoff and having bumping rights hereunder shall have the right to bump into a job other than a job in the building in which he is working at the time of temporary layoff.

**Indefinite Layoff-** An indefinite layoff is a layoff for lack of work for a period longer than one (1) week. Notice of an indefinite layoff must be given the Job Steward forty-eight (48) hours in advance, or pay in lieu thereof, unless the layoff is caused by an act of God, power failure, or other reasons beyond the control of the Employer.

Employees in the classification or classifications affected by a lack of work shall be laid off in the reverse order of their seniority. Thereafter, those laid off employees shall have the right to bump into lower classifications provided they have more seniority and they have previously held the classifications or have the present ability to perform the work of such lower classification taking the rate for the classification, in which event employees with less seniority in such lower classification shall be laid off.

A laid off employee having bumping rights hereunder and who otherwise qualifies to bump into a classification on another shift or in another Department (Labs or Packaging) shall have forty-eight (48) hours from the receipt of Notice of Intent to Layoff to decide whether he desires to exercise such bumping rights.

It is the intent of the parties to afford senior employees the privilege of bumping prior to layoff from work, and that no junior employees work while senior employees are actually laid off.

If an employee elects to take the indefinite layoff option, he or she shall remain on layoff until qualified under the recall provisions of this Article to recall to the shift or Department (Labs or Packaging) from which he or she was laid off; unless the Employer determines a need on another shift or Department (Labs or Packaging) whereupon the employee shall be recalled to such other shift or Department (Labs or Packaging) provided he or she qualifies under the Recall provisions of this Article.

An indefinite layoff shall become a permanent layoff and a break in service shall occur when such layoff extends twelve (12) consecutive months, (six (6) consecutive months of unemployment for employees on layoff as of December 1, 2000).

Job Stewards, while serving in that capacity, shall receive top seniority in their classification for the purpose of layoff.

It is expressly understood that in no event shall an employee be permitted to bump to a higher rated classification or pay.

**Recall -** The Employer shall notify the employee when recalling and the employee must respond to said notice within forty-eight (48) hours of his intention to return within seventy-two (72) hours from the time of the notice of recall.

When returning from layoff, employees shall be returned to their original job when that position becomes available.

## Section 35.02 (lay offs continued)

When employees are recalled from layoff, they shall be recalled in the reverse order of layoff provided they are qualified to perform the required work.

In no event shall the Company hire new employees while there are employees on layoff.

Job openings are defined as, but not limited to, the following:

1. Permanent vacancies.
2. Additions to existing jobs.
3. Newjobs declared by the Employer.

All such job openings shall be posted separately according to wage rates on appropriate bulletin boards in locations where employees eligible to bid are working.

A copy of such bid posting sheet shall be given to the Union Stewards at the time of posting and the Employer will make a reasonable effort to notify employees on vacation.

Bid postings shall indicate the openings, department, building, classification, shift, wage rate and range and other information the Employer may have to assist the employees in the bid process.

Certain rated positions, as designated below, shall require an employee to satisfactorily complete a basic test in order to successfully bid for that rated position. An employee who has already satisfactorily completed that test will not be required to retest in response to other postings for other designated positions.

Employees currently in a rated position which requires the successful passing of that test will not be required to retest should they bid on another rated job so designated. The positions designated requiring a test to successfully bid including the following: Form, Fill, & Seal Operator; Label Machine Operator; Bartelt & Pouch Fill Operator; Filler Operator; Line Leader; Carton Machine Operator; Slitter/Brown/Atlas Vac Operator; Pump Placer.

All bid sheets shall remain posted for a period of six (6) working days.

Employees may use their departmental (West Packaging or West Laboratories) seniority to bid for any opening whether above, on a level with, or below their current wage rate by placing their name on the bid sheet.

The Employer agrees to provide copies of the bid sheet containing the names of the bidders to the Stewards when removing them from posting at the conclusion of the bid period.

Each such posting shall be valid for a period of sixty (60) calendar days from the removal date. The same or additional openings offered must be rebid if not filled within said period.

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The Employer shall have the right to fill such vacancies on a temporary basis for a period not exceeding three (3) weeks. The Employer agrees to fill the openings on a permanent basis based upon departmental (West Packaging or West Laboratories) seniority and the ability to do the required work. Where ability is relatively equal between applicants, departmental (West Packaging or West Laboratories) seniority shall govern.

In the event there are no bidders within the appropriate Department, the Employer will make the same posting in the other Department (West Packaging or West Laboratories). Then, if there are no bidders, the Employer shall have the right to fill such openings with a new employee.

#### ARTICLE 37 TRANSFERS

##### Section 37.01

To accomplish the work within the plants, the Employer may temporarily transfer employees from one classification to another for a period not to exceed three (3) weeks. When transferring employees, the Company will transfer with less senior employees first.

##### Section 37.02

An employee temporarily transferred to a higher, lower or equal classification shall receive the rate of his regular classification for the time worked not to exceed three (3) weeks.

##### Section 37.03

An employee temporarily transferred to a higher classification shall be credited with days worked in that classification. If the transferred person(s) bid(s) for

a permanent opening in that same job classification at a later date and is successful, those credited days will be applied to reduce the thirty (30) day qualifying period.

#### Section 37.04

An employee so transferred must be returned to his own position worked prior to the transfer at the conclusion of the transfer period, provided that position exists.

#### Section 37.05

Temporary openings no matter which shift or which building are not covered by a six (6) day job bid requirement. The Employer shall not be required to post temporary transfers forbid. The employer may, at any time, post an inquiry notice and transfer signers.

### ARTICLE 38 SUPERVISION

It shall be the policy of the Employer to use production employees to perform all production operations. Therefore, no Supervisor or Foreman (except Maintenance Foreman) or others not included in the bargaining unit shall perform the duties normally assigned to employees in the bargaining unit, except for purposes of instruction, in cases of emergency which do not deprive regular employees of their regular work, including overtime, or for development and experimental work to determine production processes and costs.

Supervisors or Foremen or others not included in the bargaining unit who perform bargaining unit work as prohibited in this Article shall be in violation of the Agreement.

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### ARTICLE 39 PENSION

The Employer shall contribute the sum each month in accordance with the schedule set forth in part (a) herein below for each employee who has worked or reported for work on one (1) day of such calendar month.

Such contributions shall be remitted to said Fund not later than the fifteenth(15th) of each month for that month thereafter for the life of this Agreement and continuing. To be eligible for Pension contributions an employee must have one (1) full year of service with the company.

Effective beginning December 1, 2000 - \$60.00 per month per member.

Effective beginning December 1, 2001 - \$65.00 per month per member.

Effective beginning December 1, 2002 - \$70.00 per month per member

Contributions shall continue to be made by the Employer for one (1) full calendar month after the actual month of layoff.

Contributions shall continue to be made by the Employer for a period of one full calendar month following the month in which sickness or accident occurs for employees who are on sick leave or workman's compensation.

All remittances to the Fund shall be in manner described by the Fund, and failure on the part of the Employer to comply shall be considered a violation of this Agreement and shall permit the Union to take any action including strike action after seventy-two (72) hours notice to the Employer of such intended action, unless the Employer shall comply within said period.

### ARTICLE 40 PLANT RULES

#### Section 40.01

The Union recognizes that it is necessary for the Employer to issue and post rules from time to time governing the conduct of employees and that it is the duty of each employee to familiarize himself with such rules and regulations. The Company shall have the right to post such rules and regulations provided they are not in violation of this Agreement.

#### Section 40.02

No employee shall be required to produce a doctor's note until he or she has been absent for three (3) or more days.

ARTICLE 41- WAGES

Effective December 1, 2000 through November 30, 2003 newly hired employees shall be paid in accordance with the following procedure:

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Section 41.01 Start Rate

Effective December 1, 1997 - \$6.05 per hour, or \$.15 above the minimum wage in effect.

After receiving the applicable start rate for thirty (30) calendar days, such employee will receive twenty cents (\$.20) additional per hour. After completing the probationary period, (Article 6, Section 6.01), such employee will receive an additional twenty- five cents (\$.25) per hour.

Thereafter, such employee will receive ten cents (\$. 10) additional per hour for each forty (40) days worked until such employee reaches the top job rate of assembly worker.

The Employer reserves the right, in its discretion, to pay new hires at pay rates higher than those set forth herein, but not to exceed the base rate of any employee who is then currently employed and has completed the probationary period. Such action will be taken only if the Employer determines that it is unable to hire and/or retain qualified employees at the new hire rates set forth herein.

Section 41.02 - Job class~ifications and top rates

A General Annual Wage Increase for all classifications covered for employees in such classifications and the top job rates on the dates indicated are:

- December 1, 2000 - Twenty Cents (\$.20)
- December 1, 2001 - Twenty-five Cents (\$.25)
- December 1, 2002 - Thirty Cents (\$.30)

"Non-Rated" Job Classifications

Effective:	12/1/00	12/1/01	12/1/02
Assembly Worker	\$9.85	10.10	10.40

"Rated" Job Classifications

Effective:	12/1/00	12/1/01	12/1/02
1. Form, Fill & Seal Operator	\$10.55	10.80	11.10
2. Carton Machine Operator	\$10.35	10.60	10.90
3. Carton Machine Loaders	\$10.15	10.40	10.70
4. Bartelt Pouch Fill Operator	\$10.55	10.80	11.10
5. Label Machine Operator	\$10.25	10.50	10.80
6. Filler Operator	\$10.25	10.50	10.80
7. Pump Placer	\$10.25	10.50	10.80
8. Overwrap/Shrmkwrap	.10.25	10.50	10.80
Effective:	12/1/00	12/1/01	12/1/02
9. Trimmer (Operator)	\$10.25	10.50	10.80
10.Secondary Heat Seal Feeder	\$10.25	10.50	10.80
11.LineLeader	\$11.00	11.25	11.55
12.Neck Bander Operator*	\$10.25	10.50	10.80
13.Truck Driver	\$11.40	11.65	11.95
14.Company Driver	\$11.05	11.30	11.60

15. Stock person	\$10.40	10.65	10.95.
16. Forklift Operator	\$10.65	10.90	11.20
17. Slitter/Brown/Atlas Vac	\$10.30	10.55	10.85
18. Janitor/Matron	\$10.40	10.65	10.95
19. Auxiliary Line Checker *	\$10.15	10.40	10.70

\* Classifications designated by asterisk will continue as rated jobs only for so long as there are employees classified as of December 1, 2000 in such positions. These employees will continue to receive all general increases. However, the Company shall have no obligation to post or fill vacancies in those classifications after December 1, 2000 with that work to be assigned by the Company to any qualified employee who shall perform at their own current rate of pay.

#### Section 41.03 Progression

Any employee who is currently paid at the top rate of his/her classification and is assigned a higher rated classification in accordance with the Labor Agreement shall receive the top rate of the classification to which they are assigned upon completion of thirty (30) days worked in that new classification.

Any employee who is not currently paid at the top rate of his/her classification and is assigned a higher rated classification in accordance with the Labor Agreement shall receive an increase which shall equal the difference between the top rate of his/her existing classification and upon completion of (30) days worked in that new classification. Such employee shall then receive a progression increase of ten cents (\$.10) per hour each forty (40) days worked until such employee reaches the top rate of his/her classification.

Any employee whose position was consolidated as a result of contract negotiations, and not already at the highest rate of pay shall receive progressive increases of ten cents (\$.10) per hour each forty (40) days worked until such employee reaches the top rate of his/her classification.

Any employee who shall have completed the probationary period shall receive the annual contract scale increases as they become effective in addition to any progression increases he or she may be entitled to and receive in accordance with this Section "C."

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#### Section 41.05 Credit Union

The Employer agrees to payroll deductions for a credit union provided that it shall be at no additional cost to the Employer.

#### ARTICLE 42 TERM OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2000 to and including November 30, 2003, and shall continue thereafter from year to year unless written notice of intention to change or modify by either part at least sixty (60) days prior to November 30, 2003, or the expiration of each contract year thereafter.

IN WITNESS WHEREOF, the parties hereto have set forth their hands and seals this 2nd day of April, 2001.

For the Employer:  
WEST PHARMACEUTICALS

For the Union:  
TEAMSTERS LOCAL NO.35

Robert Harghesheimer, General Manager

Gregory Lucici, President

Richard Burkeholder

Daniel A. Kreisser,  
Secretary-Treasurer



FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934

For The Quarterly Period Ended March 31, 2001

-----  
Commission File Number 1-8036  
-----

WEST PHARMACEUTICAL SERVICES, INC.

-----  
(Exact name of registrant as specified in its charter)

Pennsylvania

-----  
(State or other jurisdiction of  
incorporation or organization)

101 Gordon Drive, PO Box 645,  
Lionville, PA

-----  
(Address of principal executive  
offices)

23-1210010

-----  
(I.R.S. Employer  
Identification Number)

19341-0645

-----  
(Zip Code)

Registrant's telephone number, including area code 610-594-2900

-----  
N/A

-----  
Former name, former address and former fiscal year, if changed since last  
report.

Indicate by check mark whether the registrant (1) has filed all  
reports required to be filed by Section 13 or 15(d) of the  
Securities Exchange Act of 1934 during the preceding twelve months,  
and (2) has been subject to such filing requirements for the past  
90 days. Yes X . No .

-----  
March 31, 2001 -- 14,333,777

-----  
Indicate the number of shares outstanding of each of the issuer's classes of  
common stock, as of the latest practicable date.

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Form 10-Q for the  
Quarter Ended March 31, 2001

Part I - Financial Information

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Part I - Financial Information  
Item 1. Financial Statements

West Pharmaceutical Services, Inc. and Subsidiaries  
CONSOLIDATED STATEMENTS OF OPERATIONS (Unaudited)  
(in thousands, except per share data)

	Quarter Ended			
	March 31, 2001		March 31, 2000	
	-----		-----	
Net sales .....	\$116,200	100%	\$108,700	100%
Cost of goods and services sold .....	85,500	74	80,500	74
	-----		-----	
Gross profit .....	30,700	26	28,200	26
Selling, general and administrative expenses	19,300	17	17,400	16
Other (income) expense, net.....	(300)	(1)	400	--
	-----		-----	
Operating profit .....	11,700	10	10,400	10
Interest expense .....	3,700	3	3,000	3
	-----		-----	
Income before income taxes and minority interests .....	8,000	7	7,400	7
Provision for income taxes .....	2,900	3	2,700	3
Minority interests .....	--	--	100	--
	-----		-----	
Income from consolidated operations	5,100	4%	4,600	4%
Equity in net income of affiliated companies	300		500	
	-----		-----	
Net income .....	\$ 5,400		\$ 5,100	
	-----		-----	
Net income per share:				
Basic .....	\$ .38		\$ .35	
Assuming dilution .....	\$ .38		\$ .35	
Average common shares outstanding .....	14,320		14,546	
Average shares assuming dilution .....	14,323		14,562	

See accompanying notes to consolidated financial statements.

West Pharmaceutical Services, Inc. and Subsidiaries  
 CONDENSED CONSOLIDATED BALANCE SHEETS  
 (in thousands)

	Unaudited March 31, 2001 -----	December 31, 2000 -----
<b>ASSETS</b> .....		
Current assets:		
Cash, including equivalents .....	\$ 37,800	\$ 42,700
Accounts receivable .....	70,700	60,900
Inventories .....	43,100	41,000
Income tax refundable.....	2,500	7,700
Deferred income tax benefits .....	7,800	7,700
Other current assets .....	11,900	13,100
	-----	-----
Total current assets .....	173,800	173,100
	-----	-----
Net property, plant and equipment .....	233,700	235,800
Investments in affiliated companies .....	21,000	22,000
Goodwill .....	49,800	52,400
Prepaid pension asset.....	42,500	40,200
Deferred income tax benefits.....	17,800	18,000
Other assets.....	17,700	15,900
	-----	-----
Total Assets .....	\$556,300	\$557,400
	-----	-----
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
Current liabilities:		
Current portion of long-term debt.....	\$ 500	\$ 500
Notes payable .....	13,400	3,100
Accounts payable .....	25,400	27,600
Salaries, wages, benefits .....	11,500	11,300
Income taxes payable .....	5,300	7,200
Restructuring costs.....	3,500	4,200
Other current liabilities .....	27,200	25,400
	-----	-----
Total current liabilities .....	86,800	79,300
	-----	-----
Long-term debt, excluding current portion.....	195,200	195,800
Deferred income taxes .....	50,700	51,000
Other long-term liabilities .....	25,000	25,500
Minority interests .....	900	1,000
	-----	-----
Shareholders' equity .....	197,700	204,800
	-----	-----
Total Liabilities and Shareholders' Equity.....	\$556,300	\$557,400
	-----	-----

See accompanying notes to consolidated financial statements.

West Pharmaceutical Services, Inc. and Subsidiaries  
 CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS (Unaudited)  
 (in thousands)

	Quarter Ended	
	March 31, 2001	March 31, 2000
	-----	-----
Cash flows from operating activities:		
Net income, plus net non-cash items .....	\$ 12,600	\$ 10,400
Changes in assets and liabilities .....	(12,400)	100
	-----	-----
Net cash provided by operating activities .....	200	10,500
	-----	-----
Cash flows from investing activities:		
Property, plant and equipment acquired .....	(12,300)	(14,200)
Payment for acquisition, net of cash acquired	--	(1,000)
Customer advances, net of repayments .....	(200)	(1,400)
	-----	-----
Net cash used in investing activities .....	(12,500)	(16,600)
	-----	-----
Cash flows from financing activities:		
Repayment of long-term debt .....	(100)	(300)
Notes payable, net .....	11,800	25,200
Dividend payments .....	(2,600)	(2,500)
Sale of common stock, net .....	500	600
Purchase of common stock .....	--	(6,000)
	-----	-----
Net cash provided by financing activities .....	9,600	17,000
	-----	-----
Effect of exchange rates on cash .....	(2,200)	(1,200)
	-----	-----
Net (decrease) increase in cash, including equivalents	\$ (4,900)	\$ 9,700
	-----	-----

See accompanying notes to consolidated financial statements

West Pharmaceutical Services, Inc. and Subsidiaries  
Notes to Consolidated Financial Statements (Unaudited)

The interim consolidated financial statements for the quarter ended March 31, 2001 should be read in conjunction with the consolidated financial statements and notes thereto of West Pharmaceutical Services, Inc., appearing in the Company's 2000 Annual Report on Form 10-K. The year-end condensed consolidated balance sheet data was derived from audited financial statements, but does not include all disclosures required by generally accepted accounting principles. Interim results are based on the Company's accounts without audit.

1. Interim Period Accounting Policy  
-----

In the opinion of management, the unaudited Condensed Consolidated Balance Sheet as of March 31, 2001 and the related unaudited Consolidated Statement of Operations and the unaudited Condensed Consolidated Statement of Cash Flows for the three month period then ended and for the comparative period in 2000 contain all adjustments, consisting only of normal recurring accruals, necessary to present fairly the financial position as of March 31, 2001 and the results of operations and cash flows for the respective periods. The results of operations for any interim period are not necessarily indicative of results for the full year.

Reclassification  
-----

Certain items have been reclassified to conform to current classifications. In particular, freight charge reimbursements are reported as net sales and freight expenses are reported as costs of goods and services sold, rather than reported on a net basis. The impact of the reclassification of the freight expenses increased previously reported first quarter 2000 sales and cost of goods and services sold by \$1,000 with no impact on gross profit.

Operating Expenses  
-----

To better relate costs to benefits received or activity in an interim period, certain operating expenses have been annualized for interim reporting purposes. Such expenses include certain employee benefit costs, annual quantity discounts and advertising.

Income Taxes  
-----

The tax rate used for interim periods is the estimated annual effective consolidated tax rate, based on the current estimate of full year results, except that taxes applicable to prior year adjustments, if any, are recorded as identified.

West Pharmaceutical Services, Inc. and Subsidiaries  
Notes to Consolidated Financial Statements (Unaudited)  
(continued)

2. Inventories at March 31, 2001 and December 31, 2000 are summarized as follows:

(in thousands)	2001	2000
Finished goods	\$17,700	\$17,300
Work in process	9,900	9,400
Raw materials	15,500	14,300
	\$43,100	\$41,000

3. The carrying value of property, plant and equipment at March 31, 2001 and December 31, 2000 is determined as follows:

(in thousands)	2001	2000
Property, plant and equipment.....	\$517,900	\$521,400
Less accumulated depreciation and amortization .....	284,200	285,600
Net property, plant and equipment..	\$233,700	\$235,800

4. For the three months ended March 31, 2001 and 2000, the Company's comprehensive income is as follows:

	2001	2000
Net income .....	\$ 5,400	\$ 5,100
Foreign currency translation adjustments.....	(9,900)	(3,700)
Fair value adjustment on derivative financial instruments	(400)	--
Comprehensive (loss) income .....	\$(4,900)	\$ 1,400

West Pharmaceutical Services, Inc. and Subsidiaries  
Notes to Consolidated Financial Statements (Unaudited)  
(Continued)

The Company adopted Financial Accounting Standards Statement No. 133, Accounting for Derivative Financial Instruments and Hedging Activities," as amended, on January 1, 2001. This accounting standard requires the Company to recognize all derivatives as either assets or liabilities and measure those instruments at fair value as of the balance sheet date. The change in fair value of a derivative designated and qualified as part of hedging transactions is generally matched with the recognition of the item or risk being hedged. The Company had four interest rate swap agreements in effect at both January 1, 2001 and March 31, 2001. The swaps hedge cash flow risk associated with interest payments on variable rate debt. At the adoption date, the Company recorded a \$300 charge to other comprehensive income to reflect the fair value of the swap agreements. This charge increased to \$400 at March 31, 2001. Amounts recorded in comprehensive income are recognized in net income in the period when the hedged interest payment affects net income.

5. Net sales to external customers and operating profit by operating segment for the three months ended March 31, 2001 and March 31, 2000 is as follows:

	Net Sales		Operating Profit	
	2001	2000	2001	2000
Device product development	\$ 95,300	\$ 93,100	\$ 18,700	\$ 19,800
Contract services .....	20,100	15,300	(400)	(3,600)
Drug delivery research & development .....	800	400	(1,800)	(2,300)
Corporate and unallocated items .....	--	(100)	(4,800)	(3,500)
Consolidated total .....	\$116,200	\$108,700	\$ 11,700	\$ 10,400

Compared with December 31, 2000, there were no material changes in the amount of assets as of March 31, 2001 for any operating segment.

West Pharmaceutical Services, Inc. and Subsidiaries  
Notes to Consolidated Financial Statements (Unaudited)  
(Continued)

6. Common stock issued at March 31, 2001 was 17,165,141 shares, of which 2,831,364 shares were held in treasury. Dividends of \$.18 per common share were paid in the first quarter of 2001 and a dividend of \$.18 per share payable to holders of record on April 18, 2001 was declared on March 10, 2001.
  
7. The Company has accrued the estimated cost of environmental compliance expenses related to soil or ground water contamination at current and former manufacturing facilities. The ultimate cost to be incurred by the Company and the timing of such payments cannot be fully determined. However, based on consultants' estimates of the costs of remediation in accordance with applicable regulatory requirements, the Company believes the accrued liability of \$1,500 at March 31, 2001 is sufficient to cover the future costs of these remedial actions, which will be carried out over the next several years. The Company has not anticipated any possible recovery from insurance or other sources.
  
8. In 2000, the Company recorded a pre-tax restructuring charge of \$20,800, consisting of \$16,900 of goodwill and asset write-downs to estimated net realizable value and a \$3,900 accrual for severance, benefits and asset disposal costs. The restructuring initiatives included personnel reductions affecting approximately 180 employees. During the first quarter of 2001, the packaging plant in Puerto Rico was closed and severance and benefit costs of \$700 were incurred, covering approximately 70 positions, reducing the accrual balance to \$3,200 at March 31, 2001. The Company expects to substantially complete the restructuring plan by end of the third quarter of 2001.

Item 2.  
 Management's Discussion and Analysis of Financial Condition and

-----  
 Results of Operations for the Quarter Ended March 31, 2001 versus March 31, 2000  
 -----

RESULTS OF OPERATIONS  
 -----

Net Sales  
 -----

Net Sales for the first quarter of 2001 were \$116.2 million; a 6.9% increase compared with net sales of \$108.7 million for the same quarter in 2000. Excluding the impact of exchange rates, sales increased by 10.2% over the prior year first quarter.

First quarter 2001 sales of the Device Product Development segment were \$95.3 million, an increase over first quarter 2000 sales of 6.2% at constant exchange rates. Sales in international markets increased by 10.6%, led by strong demand for pharmaceutical packaging components including pre-filled injection and parenteral component products. Domestic sales grew at a more modest 2.5% rate.

Contract Services segment sales increased 30.8% over the prior year quarter, led by the improved performance of the contract manufacturing and packaging unit. The service component of this segment's sales was almost 18% higher than the prior year, with the balance of the sales increase due to the Company supplying a larger portion of the materials used in production.

Drug Delivery Systems Research and Development revenues doubled from first quarter 2000 levels to \$0.8 million. Of this, \$0.5 million relates to the recognition of the up-front license payment received in 2000 due to the progress of the nasal morphine project.

Gross Profit  
 -----

The consolidated gross margin was 26.4%, compared with 25.9% in 2000. Gross profit levels improved due to the sales growth noted previously. This growth was partially offset by increased costs for raw materials and utilities as well as higher labor costs in European plants in the Device Product Development segment. Sales volume increases in Europe strained certain product capacity levels and required a higher use of overtime. Additional capacity scheduled to come on-line in 2002 through 2003 will alleviate this condition.

## Management's Discussion and Analysis of Financial Condition and

-----  
 Results of Operations for the Quarter Ended March 31, 2001 versus March 31, 2000  
 -----

(continued)

## Selling, general and administrative expenses

-----  
 Selling, general and administrative expenses were higher at \$19.3 million, representing 16.6% of sales, compared with first quarter 2000 expenses of \$17.4 million, or 16.0% of sales. The major factors contributing to the increased expenses were a \$1.4 million reduction of the income generated from pension plan assets and the cost of the strategic review referred to below under the caption "Financial Condition". Other non-recurring expenses were offset by the strong U.S. dollar, lower costs in the contract services segment and continued tight control of spending.

## Other (income) expense, net

-----  
 First quarter 2001 other (income) expense is favorable by \$0.7 million versus the comparative prior year period. The favorable variance is generated by lower foreign exchange transaction losses, an unusual loss in the first quarter of 2000 from a one-time environmental action by Brazilian customs and the partial recognition in 2001 of an industrial development grant.

## Interest Expense

-----  
 Interest expense increased by \$0.7 million in the first quarter comparisons, largely due to the high level of capital spending relative to cash flow from operations and to a lesser extent, the share buybacks in 2000.

## Provision for income taxes

-----  
 The estimated annual tax rate for 2001 is 36% compared with a 37% estimated rate used in the first quarter of 2000. The reduction largely reflects lower statutory rates in certain international subsidiaries. The full year 2000 effective tax rate on operations, excluding unusual items, was 36.4%.

## Equity in net income of affiliated companies

-----  
 Equity in net income of affiliates decreased by \$0.2 million compared with first quarter 2000. Contributions from Daikyo Seiko, Ltd., the 25% owned affiliate operating in Japan, were comparable to prior year levels. However, operations at the 49% owned Mexican affiliates produced a small loss in 2001 versus a small gain in 2000.

## Management's Discussion and Analysis of Financial Condition and

-----  
 Results of Operations for the Quarter Ended March 31, 2001 versus March 31, 2000  
 -----

(continued)

## Net Income

-----  
 Net income for first quarter of 2001 was \$5.4 million, or \$.38 per share, compared with net income of \$5.1 million, or \$.35 per share, in the same period of 2000. Average common shares outstanding in the first quarter were 14.3 million compared with 14.5 million in the first quarter of 2000. The reduction in average common shares outstanding reflects the impact of shares purchased by the Company during 2000.

## FINANCIAL CONDITION

-----  
 Working capital at March 31, 2001 was \$87.0 million compared with \$93.8 million at December 31, 2000. The working capital ratio at March 31, 2001 was 2 to 1. Accounts receivable increased significantly primarily reflecting the increase in sales levels in the first quarter 2001 versus fourth quarter 2000. This increase resulted in the low level, \$0.2 million, of funds generated from operations for the quarter. Accounts receivable days sales outstanding comparisons remain consistent with year-end levels.

Capital spending of \$12.3 million, primarily for facility expansions at two European plants, equipment upgrades in the Device Product Development segment and an enterprise resource planning initiative, coupled with cash dividends of \$2.6 million (\$.18 per share) during the quarter resulted in \$11.7 million of additional net borrowings and reductions of existing cash on-hand.

Debt as a percentage of total invested capital at March 31, 2001 was 51.3% compared with 49.2% at December 31, 2000. Total debt increased to \$209.1 million and shareholders' equity declined due to currency translation adjustments on non-U.S. dollar denominated assets of international subsidiaries.

The Company believes its financial condition and current capitalization provide sufficient flexibility to meet cash flow requirements in the future. In late 2000, the Company's Board of Directors authorized management to engage UBS Warburg LLC to review all of the Company's strategic alternatives and identify opportunities to enhance shareholder value, which may include the disposition of assets or business combinations involving the Company.

Management's Discussion and Analysis of Financial Condition and

Results of Operations for the Quarter Ended March 31, 2001 versus March 31, 2000

(continued)

Accounting Changes

On January 1, 2001, the Company adopted Financial Accounting Standards Statement No. 133, "Accounting for Derivative Financial Instruments and Hedging Activities," as amended. This accounting standard requires the Company to recognize all derivatives as either assets or liabilities and measure those instruments at fair value as of the balance sheet date. The change in fair value of a derivative designated and qualified as part of a hedging transaction is generally matched with the recognition of the item or risk being hedged. The Company had four interest rate swap agreements in effect at both January 1, 2001 and March 31, 2001. The swaps hedge the cash flow risk on variable interest rate debt. At the adoption date, the Company recorded a \$0.3 million charge to other comprehensive income to reflect the fair value of the swap agreements. This charge increased to \$0.4 million at March 31, 2001 and will be included in net income in the period when the hedged interest payment affects earnings.

Market Risk

The Company is exposed to various market risk factors such as fluctuating interest rates and foreign currency rate fluctuations. These risk factors can impact results of operations, cash flows and financial position. These risks are managed periodically with the use of derivative financial instruments such as interest rate swaps and forward exchange contracts. In accordance with Company policy, derivative financial instruments are not used for speculation or trading purposes.

Forward-Looking Information

Certain statements in the report, including management's discussion and analysis, that are not historical are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The words "estimate", "expect", "intend", "believe" and similar expressions are intended to identify forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties. Many factors could cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements that may be expressed or implied by such forward-looking statements, including but not limited to (1) sales demand, (2) the timing and success of customers' projects, (3) competitive pressures, (4) the strength or weakness of the U.S. dollar, (5) inflation, (6) the cost of raw materials, (7) continued cost-improvement programs, (8) statutory tax rates and (9) significant asset dispositions. The Company does not intend to update these forward-looking statements.

Item 3. Quantitative and Qualitative Disclosure about Market Risk  
-----

The information called for by this item is incorporated by reference to the text appearing in Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations-Market Risk".

Part II - Other Information

Item 1. Legal Proceedings  
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None.

Item 6. Exhibits and Reports on Form 8-K  
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(a) See Index to Exhibits on pages F-1 of this Report.

(b) No reports on Form 8-K have been filed for the quarter ended March 31, 2001.

SIGNATURES

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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

April 27, 2001  
-----  
Date

WEST PHARMACEUTICAL SERVICES, INC.  
-----  
(Registrant)

/s/ Anna Mae Papso  
-----  
(Signature)

Anna Mae Papso  
Corporate Vice President, Finance

INDEX TO EXHIBITS

Exhibit  
Number

- (3) (a) Amended and Restated Articles of Incorporation of the Company through January 4, 1999, incorporated by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1998 (File No. 1-8036).
- (3) (b) ByLaws of the Company, as amended through October 27, 1998, incorporated by reference to Exhibit (3)(b) to the Company's Form 10-Q for the quarter ended September 30, 1998 (File No. 1-8036).
- (4) (a) Form of stock certificate for common stock, incorporated by reference to the Company's Annual Report on Form 10-K for the year ended December 31, 1998 (File No. 1-8036).
- (10)(a) Collective Bargaining Agreement, dated April 2, 2001 by and between West Pharmaceutical Services, Lakewood, Inc. and Teamsters Local No. 35 (affiliated with the International Brotherhood of Teamsters).
- (11) Not Applicable.
- (12) Not Applicable.
- (15) None.
- (16) Not Applicable.
- (18) None.
- (19) None.
- (22) None.
- (99) None.