

**LABOR
AGREEMENT**

between

HELENA LABORATORIES

and

**COMMUNICATIONS
WORKERS OF AMERICA**

AFL - CIO

April 30, 2015

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**ARTICLE 1
RECOGNITION**

Helena Laboratories, herein called the Company, recognizes the Communications Workers of America, AFL-CIO, as the exclusive bargaining agent with respect to wages, hours of employment, or other conditions of employment for all production assembly workers, electronic technicians, shipping employees, clerical and printing employees, in accordance with NLRB certification No. 23RC-4151.

**ARTICLE 2
MANAGEMENT'S RIGHTS**

It is understood and agreed that management possesses all rights, powers or authority it had prior to the signing of the agreement except those specifically abridged, delegated, granted, or modified by this agreement. Nothing herein shall conflict with valid labor laws.

2.01 - Suspension/Discharge

The Company reserves the right to suspend or discharge any employee for just cause.

Any question or dispute which might arise between an employee and the supervisor shall not justify the employee in disobeying any order or refusing to work as directed, but shall be only a basis for appeal by the method provided in the grievance procedures. If an employee disobeys an order or refuses to work as directed, the employee may be subject to disciplinary action up to and including dismissal.

2.02 - Solicitation

No employee should solicit other employees for any reason during working time unless written approval is given in advance by the personnel department.

**ARTICLE 3
BENEFITS**

The following benefits in existence at the initiation of this agreement will be continued:

1. Profit Sharing / 401(K) Plan
2. Vacation
3. Sick Pay
4. Life Insurance
5. Holidays

3.01 - Group Insurance Benefits

The Company will maintain the basic health insurance plan under Blue Cross Blue Shield (BCBS) group #25386 (Plan), with Group Insurance Benefits defined below, during the term of the Labor Agreement provided: 1) that BCBS continues to make available to the Company a self-insured/ASO (Administration Services Only) product, and 2) third-party stop loss insurance coverage for the Plan continues to be available to the Company at economically sensible rates. In the event a BCBS ASO plan becomes unavailable or the premium for third-party stop loss insurance coverage increases during the term of the Labor Agreement to a level that is not economically sensible then Company retains the right to discontinue the BCBS group #25386 Plan, provided Company gives Union minimum 60 days advance notice or the same advance notice the Company received from BCBS. In the event the Company intends to discontinue the Plan, the Company will first attempt to find a fully insured healthcare plan with benefits comparable to the current BCBS # 25386 Plan and, if such a plan is available, will enroll participants and pay a biweekly bonus equal to 1/26th of the base figure listed below, to be included on participant's regular paycheck, toward the

new plan's premiums. If the Company is unable to enroll participants in a comparable fully-insured healthcare plan, the participants may elect to find their own healthcare plan and the Company will pay a biweekly bonus equal to 1/26th of the base figure listed below, to be included on participant's regular paycheck. Whether enrolled in the Company's fully insured plan or in an individual Affordable Care Act qualifying health plan, in order for participants to receive the 1/26th of base figure bonus they must be current on the premiums due their respective health plan carrier. In the event a fully-insured healthcare plan with comparable benefits is not available, the Company and the Union agree that the Labor Agreement can be reopened for negotiations strictly limited to healthcare benefits.

For purposes of clarification the following definitions apply:

"third-party stop loss insurance coverage" – means insurance from a third party provider that fully insures and protects the Company from and against all liability above \$100,000.00 (one-hundred thousand) per plan year per individual and \$2,636,000.00 (two-million six-hundred thirty-six thousand) in the aggregate per plan year that may arise up to and including the maximum benefits payable to all covered individuals mandated from time to time by applicable law; and "economically sensible rates" – means premium rates not to exceed 150% of the Company's premium expense for stop loss coverage at the start of the term of the Labor Agreement.

		Major Medical Deductible	Office Visit Copay	Out of Pocket Max	RX Copay	Urgent Care Copay	ER Copay
Current	2015	750/2,200	30	4,250/12,700	10/30/50	30	70
Year 1	2016	950/2,375	30/50	6,600/13,200	10/30/50	30	100
Year 2	2017	1,100/2,750	30/50	ACA Max	10/40/60	30	100
Year 3	2018	1,400/3,500	30/50	ACA Max	10/40/60	30	100
Year 4	2019	1,800/4,500	40/60	ACA Max	10/50/70	30	125
Year 5	2020	2,200/5,500	40/60	ACA Max	10/50/70	30	150

The contribution per participant by Company will be as follows:

- A base figure of \$2,695 per participant will be used for Year 1, effective at ratification
- A base figure of \$2,830 per participant will be used for Year 2, effective February 2016
- A base figure of \$2,970 per participant will be used for Year 3, effective February 2017
- A base figure of \$3,000 per participant will be used for Year 4, effective February 2018
- A base figure of \$3,120 per participant will be used for Year 5, effective February 2019

The net savings realized from the Section 125 Plan will be contributed in its entirety toward all employees' payroll deductions for health insurance. The Company will meet with the Union prior to February 1 of each year to provide documentation pertaining to Section 125 Plan savings and employee payroll deductions. If this base figure is surpassed, it is understood and agreed that the Company reserves the right to increase payroll deductions. Increases, should they become necessary, will become effective February 1st of each year through the term of this agreement.

If it becomes cost effective to change insurance carriers, the change will be made with mutual understanding between the Company and the Union.

The Company and the Union will establish a Joint Committee on Health Care Cost Containment. The Committee of two (2) from the Company and two (2) from the Union, will study total health care costs and make recommendations to try and reduce the costs of health care. The Company retains the sole right to administer these programs as best fits the needs of both Company and employees.

To participate in the group health insurance plan, an employee must authorize payroll deduction for his or her portion of the applicable premiums.

An employee on leave of absence is responsible for the employee's portion of all premiums necessary to keep the employee's group health insurance in effect during the leave of absence. During the leave of absence, the employee's first payment is due on or before the last day of the month following the commencement of the leave of absence.

Subsequent payments during the leave of absence will be paid monthly and is due on or before the last day of each month.

Employees' on leave of absence who fails to make the required payment on or before the due date will cease to be covered by the group health insurance. Upon failure to pay the premium due, the loss of coverage will be treated as a qualifying event for all purposes under COBRA.

3.02 - Holidays

The Following days shall be considered holidays:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Day following Thanksgiving
7. Christmas Eve
8. Christmas Day

A. Eligibility

To be eligible for holiday pay, an employee must:

1. Be classified as a regular full-time employee
2. Have worked the full scheduled day before and the full scheduled day after unless employee has a prior approved scheduled vacation day.
3. One emergency sick day or one bereavement day per year may be used to qualify for holiday pay.
4. Have successfully completed his/her probation period with the exception of Christmas Eve and Christmas Day.

B. Holiday Pay

Eligible employees working 8 hour shifts not required to work on the Holiday will be paid 8 hours at their base rate for each holiday.

Employees working 10 hours shifts will be given the option of choosing Holiday Pay in 8 hour or 10 hour increments. Eligible 10 hour shift employees choosing the 8 hour option who are not required to work on the Holiday will be paid 8 hours at their base rate. Eligible 10 hour shift employees choosing the 10 hour option who are not required to work on the Holiday will be paid 10 hours at their base rate, provided the Holiday occurs on a regularly scheduled work day. Employees choosing the 10 hour Holiday Pay option will receive no Holiday Pay for Holiday(s) occurring on the employee's scheduled day(s) off.

Employees must elect their 8 or 10 hour Holiday Pay option by December 1, 2015, for the term of the Labor Agreement. Holiday Pay option will become effective on January 1, 2016, and cannot be changed until December 31 of the year of the contract's expiration.

Any employee who is required to work on a Holiday will be paid 1-1/2 times their base rate or may receive another day off in lieu of Holiday Pay. Holiday Pay will be considered as time worked in computing the work week of an employee.

C. Other

When a holiday falls on a weekend, a decision by the Company will be published as to the disposition of the holiday. When a holiday falls within an employee's vacation, he/she will be paid for an extra day.

When Christmas Day falls on Thursday, the Company agrees to change the Wednesday Christmas Eve holiday to Friday.

3.03 - Vacations

All regular full-time employees are eligible for 40 hours paid vacation upon their first year hire anniversary, providing they have worked 80 hours the previous 12-month period. On January 1, following the employees first year hire anniversary, the employee will be eligible for 40 hours paid vacation provided they have worked 80 hours during the previous 12-month period. An additional 40 hours paid vacation is available on their second year hire anniversary date, provided they have worked 80 hours during the preceding 12-month period. On each subsequent January 1, employees with two years service will receive 80 hours paid vacation providing they have worked 80 hours during the previous 12-month period.

Vacations are based on length of service as follows:

One year 40 hours

Two years

80 hours

Vacation must be taken in the year they are earned. There can be no carry over into the following year. The only exception is an employee who is not eligible for a vacation until after October 1st. In this case, the vacation can be carried over, but no later than October 1st of the following year.

Vacation may be taken on a single day basis or up to 80 consecutive hours (if the employee has the hours available) and if the work schedule permits. Employees will be allowed to take up to two (2) vacation days in half day increments if the work schedule permits and with the immediate Supervisor's prior approval. Vacation may be taken for FMLA in one minute increments. If an employee has less than 1/2 day vacation as of December 31st in the year which the vacation was earned, the employee shall be paid for the balance of their vacation time at their current base rate of pay.

Employees must designate, prior to taking their first vacation day of a given year, whether their vacation time will be taken in 8 or 10 hour increments. All vacation time for a given year must be taken in the same hourly increment. The mixing of 8 and 10 hour vacation increments will not be permitted.

The Company will offer vacation schedule no later than November 1st for the following year. Department schedules will be offered to employees in line of seniority. If vacation is taken on a daily basis, vacation pay will be included in the regular pay check.

No striking employee will be eligible for vacation during a strike. In the event a strike prevents an employee from using their vacation during the year it was earned, an exception will be made to allow the returning striker to use the vacation in the subsequent year or if he/she elects, exchange vacation for wages.

3.04 - Sick Pay Benefits

Employees working 8 hour shifts will accrue 4 sick hours for every 180 hours paid and leave may be taken in either 8 or 4 hour increments. Employees working 10 hour shifts will accrue 5 sick hours for every 225 hours paid and leave may be taken in either 10 to 5 hour increments. Leave taken in 4 or 5 hour increments can be taken anytime during the employee's scheduled shift provided the employee ultimately completes at least 1/2 their scheduled shift. Sick hours may be taken in 2 hour increments at any time during the work shift provided the request for the hours is accompanied by written documentation of a visit to a certified healthcare provider and said documentation is presented to personnel by the end of the first full scheduled workday after the visit. Sick hours taken for purposes of FMLA may be taken in minute increments consistent with the employee's FMLA time off.

Employees with five years or more of service who use their accumulated sick hours for a catastrophic illness covering a period of fifteen working days, may regain the accumulated sick hours at an accelerated rate. For employees working 8 hour shifts, 8 sick hours will be accumulated for every 180 hours paid, until total sick benefits used during that one illness have been regained. Employees working 10 hour shifts will accumulate 10 sick hours for every 225 hours paid.

At the end of each calendar year, any sick hours in excess of 20 may be exchanged for wages at the employees' current base wage scale. Provided employees elect this option, it will be distributed on the first paycheck in December of the same calendar year. Employees who have had no more than two (2) absences and no more than fifteen (15) tardies/times-missed will accumulate an additional ten (10) sick hours for that year.

On the effective date of resignation or termination, accumulated sick pay will be exchanged for wages at the employee's current base wage scale.

3.05 - Life Insurance

The Company will maintain life insurance coverage for each employee under Blue Cross Blue Shield G25386-3 (Policy) during the term of the Labor Agreement. The Policy will have a maximum benefit of \$15,000 through 69 years of age. Employees aged 70 and over will have diminished limits based upon the Policy's historical age restrictions. In addition, retired employees with 20 years or more service will receive Policy coverage for a period not to exceed 2 years from the date of resignation.

ARTICLE 4

HOURS OF WORK AND OVERTIME

4.01 - Scheduled Hours

Hours are generally defined to be hours worked between eight (8) A.M. to five (5) P.M.

A. Normal Work Week - A normal work week is defined as forty (40) hours beginning at 12:01 A.M. Saturday morning and ending at 12:00 P.M. the following Friday night.

4.02 - Overtime

When an employee is required to work overtime, he/she will be paid for all hours worked in excess of forty (40) within a normal work week at the rate of 1 1/2 times his/her base rate of pay. Proper notification of at least two (2) hours will be given before scheduling an employee to work overtime. All overtime must be approved by the immediate supervisor prior to being worked.

4.03 - Show-Up Pay

When an employee shows up on time at the beginning of the scheduled work shift and work conditions are such that he/she cannot complete two (2) hours of service, he/she shall be given a full two (2) hours pay.

4.04 - Shift Differential

Any employee who is assigned to a shift beginning before 6:00 AM or ending after 6:00 PM shall receive an additional thirty-five (35) cents per hour added to the base rate.

4.05 - Shifts

The company reserves the right to establish shifts and to assign the appropriate hours.

4.06 - Breaks

Employees working eight hour shifts will be allowed one (1) ten minute and one (1) fifteen minute paid break per shift. Employees working ten hour shifts will be allowed two (2) fifteen minute paid breaks per shift. An additional 15 minute break will be allowed if employees are required to work 12 hours or more hours

ARTICLE 5 SENIORITY

5.01 - Computation of Seniority

Total company seniority for any employee shall be determined from the date of last employment or adjusted date of employment, whichever applies.

A. Tie Breaker – When employees have the same date of employment, the Company will use a common method for determining seniority. The last four digits of the social security number will be used to break the tie in the date of last employment or adjusted date of employment, with the highest of the last four digits being the most senior.

5.02 - Application of Seniority

Seniority shall be one of the deciding factors insofar as the ability of the employee and the conditions of the business will permit in matters affecting assignment of working hours, vacations, voluntary and involuntary transfer, promotions, newly created jobs, requests for transfers to other jobs, layoffs and rehiring after layoffs.

5.03 - Employee Status

A. Regular Full-Time Employee - A person who is hired for continuous employment and has successfully completed a ninety (90) day probationary period.

B. Probationary Employee - A person who is hired for continuous employment but has not completed a ninety (90) day uninterrupted probationary period. The employee is subject to termination for failure to meet Company standards of employment unless additional extension is granted for specific reasons. Such termination is not subject to grievance and arbitration procedures.

C. Part-Time Employee A person who is normally scheduled less than forty (40) hours a week.

D. Contract Worker - A person whose services are obtained through an outside agency to perform bargaining unit work.

Contract workers shall be compensated pursuant to the Company's agreement with the outside agency and shall not be eligible for company wages, benefits, progression increases or to any other rights or privileges under the terms of this Agreement. At no time shall the number of contract workers exceed 25% of the bargaining unit as of the end of the preceding month. The use of contract workers shall not cause the lay-off or part-timing of regular full-time, part-time, or probationary employees. A contract worker who performs work for the Company for a continuous period of ninety (90) calendar days shall be reclassified as a probationary employee. The Company agrees to provide the Local the percentage of contract workers on a monthly basis.

E. Occasional Employee - A person who has no normal weekly assignment of work, but who works on a voluntary basis, as required by the Company, to meet unusual service demands, to replace absentees and for such other propose as may arise, an occasional employee is an employee of the Company only on the day which he/she works. All occasional workers will be paid minimum wage. Occasional, part-time employees will not be eligible for Company benefits and progression increases, an occasional, or part-time employee who is reclassified as a regular full-time employee shall receive an accumulated service date based on a proration of his/her assigned hours. Occasional, or part-time employees will not be used to adversely affect the usual number of regular employees.

ARTICLE 6 GRIEVANCE PROCEDURE

6.01 - Union's Right to Grieve

- A. The Union has a right to submit a grievance on behalf of an employee or group of employees involving an alleged violation(s) of the terms of this agreement.
- B. Employees of the Company, including the aggrieved employee(s) and the employee(s) representative designated by the Union, shall suffer no loss in pay for time consumed in traveling to and from grievance meetings and shall not be more than three (3) paid employees at any level of the grievance procedure.
- C. The time spent at any level of the grievance shall be considered as time worked for the purpose of determining seniority, wage increases, overtime and any other benefits.

6.02 - Procedure

A grievance, for the purpose of this contract, is defined as a dispute between the Company and

the Union involving the interpretation, application, alleged violation(s) or a complaint by an employee or a group of employees alleging they have been treated in a manner inconsistent under the terms of this agreement.

A formal grievance must be submitted in writing to the Personnel Manager within forty (40) calendar days of the occurrence. The grievance must state the clause(s) of the agreement alleged to have been violated. If the grievance

is not submitted within forty (40) calendar days of the occurrence, the grievance cannot be presented at any future date unless agreed to by the Company.

First Step

Upon receipt of the grievance, the Personnel Manager shall acknowledge receipt of the grievance in writing by requesting a meeting within fourteen (14) calendar days at a mutually agreed upon time and location with each party giving due consideration to the convenience of the other. The Personnel Manager will respond with a written decision within seven (7) calendar days of the conclusion of the grievance meeting(s). If the grievance is denied, the written decision will outline the reason for the denial.

Second Step

If the grievant(s) is/are still dissatisfied, the Union may appeal the decision reached at the First Step to the President of the Company within fifteen (15) calendar days of receiving the written decision from the Personnel Manager. If the appeal is not submitted within fifteen (15) calendar days of the Personnel Manager's written decision, the grievance will be considered closed.

The President of the Company, or his appointed designee, shall meet with the Union's designee at a mutually agreed upon time and location with each party giving due consideration

to the convenience of the other. The President of the Company, or his appointed designee, will respond with a written decision within fifteen (15) calendar days of the conclusion of the grievance meeting. If the grievance is denied, the written decision will outline the reason for the denial.

If the grievance is denied at Step 2, it is agreed that the Arbitration Procedure (as written in 6.03) may be invoked by the Union to address the clause(s) of the agreement alleged to have been violated, and the alleged violation(s).

When a grievance has been submitted by the Union on behalf of the employee(s) and received by the Company, the Company shall not attempt to adjust the grievance with the employee(s) involved without offering Union to be present.

6.03 - Arbitration Procedure

A. Notice of intention to arbitrate shall be filed with the Personnel Manager by the Union within thirty (30) calendar days following the failure of a satisfactory settlement of the grievance. Within ten (10) working days, except when extended by mutual agreement but in no case to exceed thirty (30) calendar days, the Union shall call a meeting of the Arbitration Review Panel, consisting of the Personnel Manager, or his designated representative, and the CWA National staff representative, or his designated representative. Failure of the Union's representative to call a meeting within ten (10) working days shall automatically withdraw the grievance and it shall not be presented at any future date unless agreed to by the Company.

B. Upon failure of the Arbitration Review Panel to satisfactorily resolve the matter, either party may call upon the Federal Mediation and Conciliation Service (or its successors) to furnish a list of five (5) names from which the arbitrator shall be selected by the following method: each party shall, within ten (10) working days, have the privilege of striking or eliminating no more than two (2) names from the list and the first remaining unstricken person thereon shall be the arbitrator. The arbitrator shall make such investigation as he/she may deem necessary. Proceedings of the arbitrator shall be in writing including the finding and decision, and shall be transmitted to the Company at Beaumont and the Union for the preservation of the record. The decision of the arbitrator shall be final and binding on both parties hereto, except in such cases where the courts decide that the arbitrator exceeded his/her rights under 6.04 of the Article. Fees and expenses of the arbitrator shall be borne equally by the Company and the Union.

6.04 - Arbitration Rights

It is understood and agreed that the arbitrator shall not have the right to make a decision that would in any way modify, change, add to, or delete any of the terms or provisions of the Agreement, including any wages paid for any classifications.

6.05 - Settlement

Settlement under the procedure outlined in Article 6 will be retroactive to the date of the occurrence.

ARTICLE 7 STRIKES AND LOCKOUTS

There shall be no strikes, slowdowns, nor stoppages of work by the Union or its members, nor lockouts by the Company as long as the Agreement is in effect.

**ARTICLE 8
UNION REPRESENTATION**

8.01

The employees covered by this Agreement may select not more than two (2) employees, who shall comprise a committee which shall represent them in collective bargaining. Such time off shall be with the permission of management and shall be without pay however, shall be considered as time worked for the purpose of determining seniority, wage increases, and other benefits. The Union agrees to notify the Company, in writing, the names of such employees, and of any changes made in the committee.

8.02

It is understood that a representative of the CWA (AFL-CIO) may participate in collective bargaining and grievance discussions with the Company.

8.03

At any meeting between a representative of the Company and an employee in which discipline (including warnings which are to be recorded as such in the personnel file, suspension, demotion, or discharge) is to be announced, the bargaining unit member may elect to have Union representation provided the representation is timely and doesn't interfere with the immediacy of said discipline nor the working environment. Time spent in such a meeting shall be considered work time.

**ARTICLE 9
AUTHORIZED LEAVES OF ABSENCE**

9.01 - Funeral Leave

All regular full-time employees who have worked 80 hours in the prior three (3) months are eligible for Funeral Leave. An employee will be allowed three (3) work days with pay, at the employee's regular base rate, to attend the funeral of an immediate family member. However, under extenuating circumstances and with management's approval, employees working 8 hour shifts may be granted up to 2 additional days off without pay. Employees working 10 hour shifts may be granted one additional day without pay. Immediate family consists of: spouse, children, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter-in-law, son-in-law and Registered Domestic Partner. An employee will be allowed two (2) work days with pay, at the employee's regular base rate, for the following family members: stepmother, stepfather, stepson, stepdaughter, stepbrother and stepsister. Paid Funeral Leave days, in aggregate, will be limited to six (6) days per calendar year.

An employee will be allowed one (1) work day with pay, at the employee's regular base rate, to serve as an active pallbearer for a deceased employee, when requested to do so by the family of the deceased.

9.02 - Jury Duty

All regular full-time employees who have worked 80 hours in the prior three (3) months are eligible for Jury Duty Pay. A regular full-time employee who fails to work his/her regularly scheduled hours because of jury duty shall receive eight (8) hours pay at his/her regular basic straight time rate. However, an employee is expected to report to work within two (2) hours after dismissal from the jury provided he/she is not required to report for the afternoon session. The employee must give at least forty-eight (48) hours' notice to his/her supervisor of required jury duty service to be eligible for jury duty pay. Payment is limited to the difference between the employee's basic wage rate and the amount eligible to be received for any type of Federal, State, Municipal or County jury service. Payment will not exceed 15 days in any calendar year.

To be eligible for payment, the employee must submit a written statement from the appropriate public official, listing the dates served on the jury.

A regular full-time employee scheduled for four (4), ten (10) hour days who fails to work his/her regularly scheduled hours because of jury shall receive ten (10) hours pay at his/her regular basic straight time rate. Payment is limited to a maximum of four (4) days in any week and eight (8) days in any calendar year.

9.03 Union Business

Upon request of the Union, in writing, the Company may grant a leave of absence to not more than a total of six (6) employees nor more than one (1) employee from any one department, at any one time, to attend to union business. No employee will be granted a leave for more than twenty (20) days per year except for the elected local Union representative which will be granted forty (40) days. Such leave shall be with the permission of the department manager. However, if conditions permit as determined by the Company, additional time off and an additional number of employees may be allowed such leave of absence. This leave shall be without pay but considered as time worked for the purpose of determining seniority, wage increases, and other benefits.

9.04 - Medical Leave of Absence

Employees with no FMLA eligibility shall be granted a leave of absence for medical reasons upon presentation of a physician's statement stating the need for a leave of absence and the estimated date that the employee may return to work.

- A. The leave of absence shall be no less than four (4) calendar days and terminate upon the employees release to return to work by the employees' physician, but shall not exceed a period of six (6) months.
- B. If the original job is available, employees returning from a medical leave will be placed on the same progression step they were on at the time the leave commenced. If the original job is not available, the employee will be considered for any comparable position that is available.
- C. All benefits will continue during the leave of absence.
- D. The employee shall keep the company informed about their condition on a monthly basis.
- E. The employee must make arrangements through the personnel department for payment of insurance premiums.
- F. The company may, at its discretion, send the employee to another physician for a second opinion. Charges for sending the employee to a company selected physician shall be paid by the company.
- G. Company doctor cannot over-ride the decision of the employee's primary physician

ARTICLE 10

JOB CLASSIFICATIONS

10.01 - Company Responsibility

It is the Company's responsibility to analyze and classify jobs and to determine the skill, training, experience, and other qualifications necessary to perform the work properly. Also, it is the Company's right to determine the amount of employees assigned to each job classification.

10.02 - Right to Disqualify

When an employee does not possess the qualifications to perform a job as determined by the Company, the Company may disqualify such employee and fill the job with an employee,

who by Company determination, is qualified. Qualifications of an existing employee to fill a job will be selected on the basis of: 1) Needs of the Business 2) Job Qualifications 3) Work History 4) Seniority. In such case, the Company will notify the Union and the rejected employee of such action. The provisions of this section are subject to grievance and arbitration procedures

10.03 - Promotional Pay Treatment

When an employee is assigned by the Company to a higher classification in excess of thirty (30) consecutive calendar days, he/she will be paid the bottom rate of the assigned classification retroactively. An employee assigned to a higher classification for less than 30 days that is promoted full-time to that classification will retroactively be paid the higher classification's wages for the time worked.

10.04 - Training

Employees under consideration for reclassification to a higher classification may be temporarily assigned for a reasonable period of time for the purpose of observation and training in the higher job classification. The employee and the Union will be notified of the fact. This provision will not be applied in such a manner as to negate the intent and application of 10.03 above.

10.05 - Working Lead

When an employee is upgraded as a working lead, the employee will be paid 8% per hour over their regular base wage or a minimum of \$1.00 (one-dollar) per hour, whichever is greater. Employees interested in a working lead position should follow section 10.09 Departmental Upgrades.

10.06 - Standby Pay

Employees required by the company to work on a standby basis shall receive one hundred (\$100) dollars per week in addition to their regular pay while on standby.

10.07 - New Job Titles and Classifications

If, during the term of the Agreement, an unusual situation occurs whereby the Company finds it is unable to attract skilled labor to fill a job classification, the Company may, after conferring with the Union, raise the wage schedule or create new titles in order to meet its need. Likewise, the Union may recommend to the Company increases for selected classifications it may deem necessary.

10.08 - Transfer Requests

Job Vacancies within the Bargaining Unit will be posted in the Personnel Department located at 1530 Lindbergh Drive and in the main lobby at the 3795 Washington Blvd. site. Postings will remain posted from 8 AM on Wednesday through 5 PM the following Tuesday. Employees interested in a job vacancy may submit a transfer request to the Personnel Office no later than 5 PM on the final day of posting. Consideration will be given to the request based on the needs of the business, qualifications, work history and seniority. Job vacancies will not be posted when the job is within the normal line of upgrade of the department, or the vacancy will be filled by an employee returning from leave or lay off.

10.09 - Departmental Upgrades

Job upgrades within a department will be posted on or near the affected department Supervisors' office door. Postings will be maintained for at least five (5) working days. Employees interested in an upgrade must submit their interest in writing to their immediate Supervisor. Job upgrades will not be posted when the upgrade will be filled by an employee returning from leave or layoff.