## ARTICLE 11 FORCE ADJUSTMENTS

### 11.01

Force Adjustment means a direct layoff of employees working in any given job classification as against the current prevailing level.

## 11.02

The Company shall determine the size of the work force and shall make such adjustments as are necessary due to prevailing economic conditions, technological changes, or in order to ensure the continued efficient operation of the Company.

#### 11.03

In the event the Company determines it is necessary to reduce the number of employees in any given job classification, layoffs will be accomplished in the following order:

- 1. Contract Workers
- 2. Occasional
- 3. Part-time
- 4. Probationary
- 5. Regular Full-Time

Any job being performed by a contract worker will be offered to the force-adjusted employee provided the qualifications of the employee are, in the view of management, adequate to perform said contract worker's assignment.

Should further layoffs be necessary in any given job classification the criteria used to determine which employees will remain on the work force will be job qualifications, work history and seniority.

#### 11.04

The Company will give notification at least seven (7) calendar-days before making a force reduction of regular full-time employees. Notification will be directed to the designated office of the union.

## 11.05

Any regular full-time employee who is force adjusted shall not accumulate seniority, and all benefits are discontinued at the time of layoff. When a force adjusted employee is recalled, and has worked for a period of six months, the Company shall reinstate all benefits accrued from the most recent date of hire.

#### 11.06

Any regular full-time employee, who is being force adjusted, shall have the right to submit to the personnel department, within fourteen (14) calendar days, a transfer request to another department and/or job classification. The Company will attempt to honor the request. Should the Company offer an employee another job that is comparable in pay, and the employee declines, the employee will have no right to recall. Force Adjusted Employees, under the provisions of Article 11, who are still in active regular employment, shall have retreat rights if the original job becomes open within twelve (12) months. Such employees will be given the choice of remaining where they are or returning to the original job.

#### 11.07

Employees being transferred to a lower job classification will be transferred to the same month level in the new classification. However, the wage reduction will take place over a six (6) month period. Effective the day of transfer, the employees' new wages will be sub-

tracted from their old wages. Fifty (50) percent of the difference between the two wages will be deducted from the higher wage and this wage will be effective for three (3) months, their wages will then adjust downward in steps of twenty-five (25) percent of the full difference every three (3) months until they are on schedule in the new classifications.

#### 11.08

When additions to the remaining work force are required, laid-off employees will be offered reinstatement based on job qualification, work history and seniority. Laid-off employees shall be offered reinstatement before new employees are engaged.

#### 11.09

The Company is not obligated to recall former employees who have been laid off continuously for more than twelve (12) calendar months. The Company will, however, give them preferential consideration in rehiring upon application filed by the individual.

### 11.10

Laid-off employees must keep the Company informed of the address at which they can be reached. The Company is not obligated to go beyond the address last given by the individual when processing a recall.

#### 11.11

When the Company is prepared to recall laid-off employees, a registered letter or telegram will be directed to them at their last address on record.

#### 11.12

Employees shall indicate their acceptance in writing five (5) working days from the date of delivery of the message at the given address.

#### 11.13

Employees must be prepared to report to work within fifteen (15) calendar days from the date of delivery of the message at the given address

## ARTICLE 12 SAFETY PRACTICES

Since employee safety is a concern to the Company and Union, we mutually recognize the need for a work environment in which safe operations can be achieved and the need to promote better understanding and acceptance of the principles of safety. It is the Company's policy to provide employees with safe working conditions and the Union will cooperate with the Company to effectively carry out this policy.

To achieve the above principles, the Company and Union agree to establish, for the duration of this agreement, an advisory committee on safety principles. The committee shall consist of not more than two (2) representatives appointed by the Union and two (2) representatives appointed by the Company, and the committee shall meet by mutual agreement. The Company shall reimburse salary, at the employee's regular straight-time rate of pay, only for the time spent by an active employee for attending scheduled committee tours/meetings.

# ARTICLE 13 PAYROLL DEDUCTIONS

### 13.01

After the Company orientation, new employees will be given the choice to participate in a brief Union orientation, not to exceed twenty (20) minutes within the first (5) five working days of employment.

### 13.02

The Company will provide payroll deductions for the United Way, Beaumont Telco Federal Credit Union and CWA Committee On Political Education, providing employees give the Company a 90-Day Notice of a proposed change.

#### 13 03

The Company agrees to make payroll deductions of Union dues and initiation fees when authorized to do so by the Employee on a form as set forth in Exhibit A, and to pay over to the Secretary-Treasurer of the Union a monthly list of added or deleted authorizations.

#### 13.04

The Union agrees to hold the Company safe from any legal responsibility associated with the implementation or administration of payroll deduction of Union dues.

#### 13.05

The Company will not withhold Union dues for any employee who cancels his authorization for three (3) months following cancellation.

#### 13.06

Any authorization of dues deduction shall not be subject to revocation except that an employee may revoke the authorization during the period beginning fourteen (14) days prior to each anniversary date of the current collective bargaining agreement. These periods are April 15 through April 29 for years 2016, 2017, 2018, and 2019; and April 16 through April 30, 2020, all dates inclusive.

- **A.** Each employee who desires to revoke his/her dues must advise the personnel office by individually signed letters.
- **B.** The Company will send a copy of this letter and associated envelope to the Local Union President on a daily basis.

## EXHIBIT A PAYROLL DEDUCTION AUTHORIZATION

The undersigned hereby authorizes Helena Laboratories Corporation to deduct from my wages an equal amount to the regular monthly dues and initiation fees as outlined below and remit the same to the Secretary-Treasurer of Communications Workers of America or his/her duly authorized agent. This authorization may be revoked by me only during the period beginning fourteen (14) days prior to each anniversary date of the current collective bargaining agreement. These periods are April 15 through April 29 for years 2016, 2017, 2018, and 2019; and April 16 through April 30, 2020, all dates inclusive.

Regular Union Dues	22.24	24.33
Resident Address	ne cations and PTTO Early Vent	ACE POL
City or Town		
State	Zip Code	togers has a
SS#		

## ARTICLE 14 NOTICE OF PROMOTIONS OF UNION OFFICERS, ELECTED STEWARDS, AND DESIGNATED REPRESENTATIVES

When a union officer, steward or designated representative is promoted to a position outside of the bargaining unit it is the Company's responsibility to notify, the Union in writing via email along with phone confirmation, the President or Secretary Treasurer of Local 6139 (Beaumont, Texas) who will notify the CWA District Headquarters office within a period of seven (7) calendar days prior to the effective date of promotion.

## ARTICLE 15 NONDISCRIMINATION

The Company and the Union mutually agree not to discriminate in any way against any employee because of religion, race, creed, color, sex, national origin or age. Furthermore, the parties agree to comply with all applicable laws relating to the handicapped and all postwar Veterans.

## ARTICLE 16 BULLETIN BOARDS

The Company and the Union have previously agreed on the number of Union bulletin boards. The number of approved Union bulletin boards on Helena premises may be adjusted by mutual agreement of the Company and a Local Union Officer. Helena will notify the Local Union Officer prior to relocating any Union bulletin board. Helena will provide Union bulletin board #1 for the Personnel Office foyer, with size no less than 2' x 3' and appearance agreed upon by both the Company and the Union. The Union agrees to posting only non-controversial Union approved notices specifically dealing with Company/Union issues.

## ARTICLE 17 PAST PRACTICES

No claim to prior privileges, past practices, salary, or customs shall be recognized or continued unless specifically set forth in the agreement.

# ARTICLE 18 CLASSIFICATION AND WAGES

### 18.01

Classification and wages as outlined in ARTICLE 19, Year 1, Shall become effective April 30, 2015.

Classification and wages as outlined in ARTICLE 19, Year 2, Shall become effective April 30, 2016.

Classification and wages as outlined in ARTICLE 19, Year 3, Shall become effective April 30, 2017

Classification and wages as outlined in ARTICLE 19, Year 4, Shall become effective April 30, 2018.

Classification and wages as outlined in ARTICLE 19, Year 5, Shall become effective April 30, 2019.

### 18.02

Each employee who enters the service of the Company shall begin employment at the wage rate designated "0" for the appropriate job title and schedule, except that appropriate allowance over such minimum rate may be made by the Company for an employee who has had previous experience or training considered to be of value. The union will be notified of such action and the action will be subject to the grievance and arbitration procedure.

## ARTICLE 19 WAGE PROGRESSION SCHEDULE

## The current wage base will be adjusted as follows:

Effective April 30, 2015 wages will be increased 4%

Effective April 30, 2016 wages will be increased 2%

Effective April 30, 2017 wages will be increased 2%

Effective April 30, 2018 wages will be increased 2%

Effective April 30, 2019 wages will be increased 2%

## HELENA LABORATORIES CORPORATION WAGE PROGRESSION SCHEDULE 04/30/15, 04/30/16, 04/30/17, 04/30/18, 04/30/19

MARKETING	10.44				
EXPORT OR	DER CLERK	E 486.38			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.58	11.81	12.05	12.29	12.54
6 months	11.42	11.65	11.88	12.12	12.36
0 months	11.17	11.39	11.62	11.85	12.09
<b>ADVERTISIN</b>	G/PRINTIN	<u>G</u>			
ROTEK FOB	T PRESS TE	CHNICIAN			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	23.47	23.94	24.42	24.91	25.41
6 months	22.82	23.28	23.75	24.23	24.71
0 months	22.21	22.65	23.10	23.56	24.03
SENIOR PRE	CC ODED AT	ODC			
SENIOR PRE			V2	374	
IN TRACE	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	21.56	21.99	22.43	22.88	23.34
6 months	21.12	21.54	21.97	22.41	22.86
0 months	20.73	21.14	21.56	21.99	22.43

OFF-SET PR	ESS OPERA	TOR			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	19.52	19.91	20.31	20.72	21.13
6 months	18.86	19.24	19.62	20.01	20.41
0 months	18.14	18.50	18.87	19.25	19.64
APPRENTIC	E OFF-SET	PRESS OPE	CRATOR		
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	15.31	15.62	15.93	16.25	16.58
6 months	14.76	15.06	15.36	15.67	15.98
0 months	14.23	14.51	14.80	15.10	15.40
<b>EQUIPMENT</b>	OPERATO	R			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.07	12.31	12.56	12.81	13.07
6 months	11.64	11.87	12.11	12.35	12.60
0 months	11.17	11.39	11.62	11.85	12.09
LITERATUR	E SERVICE	WORKER			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.36	10.57	10.78	11.00	11.22
6 months	10.12	10.32	10.53	10.74	10.95
0 months	9.88	10.08	10.28	10.49	10.70
BINDERY WO	ORKER				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.36	10.57	10.78	11.00	11.22
6 months	10.12	10.32	10.53	10.74	10.95
0 months	9.88	10.08	10.28	10.49	10.70
SALES OFFI	CE				
CODING CLI					
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.69	11.92	12.16	12.40	12.65
6 months	11.49	11.72	11.95	12.19	12.43
0 months	11.29	11.52	11.75	11.99	12.23
ORDER CLE	RK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.25	11.48	11.71	11.94	12.18
6 months	11.07	11.29	11.52	11.75	11.99
0 months	10.89	11.11	11.33	11.56	11.79

ACCOUNTIN	<u>G</u>			ner unce	
ACCOUNTS	PAYABLE C	LERK			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.55	13.82	14.10	14.38	14.67
6 months	13.37	13.64	13.91	14.19	14.47
0 months	13.21	13.47	13.74	14.01	14.29
ACCOUNTIN	G CLERK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.55	13.82	14.10	14.38	14.67
6 months	13.37	13.64	13.91	14.19	14.47
0 months	13.21	13.47	13.74	14.01	14.29
ASSISTANT A	CCOUNTIN	NG CLERK			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.59	11.82	12.06	12.30	12.55
6 months	11.42	11.65	11.88	12.12	12.36
0 months	11.17	11.39	11.62	11.85	12.09
CONSUMABI	LES PRODU	CTION			
<b>PRODUCTIO</b>	N WORKER	Mark 3			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.44	10.65	10.86	11.08	11.30
6 months	10.18	10.38	10.59	10.80	11.02
0 months	9.88	10.08	10.28	10.49	10.70
PRODUCTIO	N TECHNIC	CIAN			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.13	12.37	12.62	12.87	13.13
6 months	11.87	12.11	12.35	12.60	12.85
0 months	11.60	11.83	12.07	12.31	12.56
PRODUCTIO	N TECHNIC	CIAN A			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.27	13.54	13.81	14.09	14.37
6 months	13.04	13.360	13.57	13.84	14.12
0 months	12.79	13.05	13.31	13.58	13.85
LABORATOR	Y TECHNIC	CIAN			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	14.71	15.00	15.30	15.61	15.92
6 months	14.54	14.83	15.13	15.43	15.74
0 months	14.31	14.60	14.89	15.19	15.49

MOLDING R	OOM PROD	UCTION W	ORKER		
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.90	11.12	11.34	11.57	11.80
6 months	10.64	10.85	11.07	11.29	11.52
0 months	10.36	10.57	10.78	11.00	11.22
MOLDING R	OOM TECH	NICIANS			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.59	12.84	13.10	13.36	13.63
6 months	12.30	12.55	12.80	13.06	13.32
0 months	12.05	12.29	12.54	12.79	13.05
WAREHOUS	E CLERK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.97	11.19	11.41	11.64	11.87
6 months	10.72	10.93	11.15	11.37	11.60
0 months	10.45	10.66	10.87	11.09	11.31
WAREHOUS	<b>EPERSON</b>				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.14	12.38	12.63	12.88	13.14
6 months	11.87	12.11	12.35	12.60	12.85
0 months	11.60	11.83	12.07	12.31	12.56
SENIOR WAI	REHOUSEPE	ERSON			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.27	13.54	13.81	14.09	14.37
6 months	13.04	13.30	13.57	13.84	14.12
0 months	12.79	13.05	13.31	13.58	13.85
RECEPTION	IST CLERK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.69	11.92	12.16	12.40	12.65
6 months	11.49	11.72	11.95	12.19	12.43
0 months	11.29	11.52	11.75	11.99	12.23
SHIPPING CI	LERK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.14	12.38	12.63	12.88	13.14
6 months	11.87	12.11	12.35	12.60	12.85
0 months	11.60	11.83	12.07	12.31	12.56
SENIOR SHII	PPING CLER	K			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.27	13.54	13.81	14.09	14.37
6 months	13.04	13.30	13.57	13.84	14.12
0 months	12.79	13.05	13.31	13.58	13.85

MAINTENAN	CE HELPE	R		MARKETERS	
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	11.13	11.35	11.58	11.81	12.05
6 months	10.84	11.06	11.28	11.51	11.74
0 months	10.54	10.75	10.97	11.19	11.41
MAINTENAN	CE PERSON	V			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.93	13.19	13.45	13.72	13.99
6 months	12.59	12.84	13.10	13.36	13.63
0 months	12.27	12.52	12.77	13.03	13.29
BUILDING M	AINTAINE	Common S			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	15.24	15.54	15.85	16.17	16.49
6 months	14.71	15.00	15.30	15.61	15.92
0 months	14.16	14.44	14.73	15.02	15.32
ELECTRONIC	<u>CS</u>				
PRODUCTION	N WORKER	00000			
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.44	10.65	10.86	11.08	11.30
6 months	10.18	10.38	10.59	10.80	11.02
0 months	9.88	10.08	10.28	10.49	10.70
<b>ASSEMBLER</b>					
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.44	10.65	10.86	11.08	11.30
6 months	10.18	10.38	10.59	10.80	11.02
0 months	9.88	10.08	10.28	10.49	10.70
SENIOR ASSE	EMBLER				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.14	12.38	12.63	12.88	13.14
6 months	11.87	12.11	12.35	12.60	12.85
0 months	11.60	11.83	12.07	12.31	12.56
BOXER					
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.52	12.77	13.03	13.29	13.56
6 months	12.21	12.45	12.70	12.95	13.21
0 months	11.99	12.23	12.47	12.72	12.97
WAREHOUSE	CLERK				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.97	11.19	11.41	11.64	11.87
6 months	10.72	10.93	11.15	11.37	11.60
0 months	10.45	10.66	10.87	11.09	11.31

WAREHOU	SEPERSON				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.14	12.38	12.63	12.88	13.14
6 months	11.87	12.11	12.35	12.60	12.85
0 months	11.60	11.83	12.07	12.31	12.56
ELECTRON	ICS SECRET	TARY		MARI JOM	12.50
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	10.41	10.62	10.83	11.05	11.27
6 months	10.17	10.37	10.58	10.79	11.01
0 months	9.88	10.08	10.28	10.49	10.70
SERVICE/PI	RODUCTION	BENCH TI			10.70
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	17.97	18.33	18.70	19.07	19.45
6 months	17.80	18.16	18.52	18.89	19.43
0 months	17.69	18.04	18.40	18.77	19.15
BENCH/PHON	NE TECH			10.77	17.13
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	20.18	20.58	20.99	21.41	21.84
6 months	19.28	19.67	20.06	20.46	20.87
0 months	18.37	18.74	19.11	19.49	19.88
DESIGN DRAI	FTSPERSON				17.00
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	18.88	19.26	19.65	20.04	20.44
6 months	18.56	18.93	19.31	19.70	20.09
0 months	18.30	18.67	19.04	19.42	19.81
DETAIL DRA	FTSPERSON	1 92.01			adama N
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	16.29	16.62	16.95	17.29	17.64
6 months	15.98	16.30	16.63	16.96	17.30
0 months	15.75	16.07	16.39	16.72	17.05
DRAFTER					
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.37	13.64	13.91	14.19	14.47
6 months	13.05	13.31	13.58	13.85	14.13
0 months	12.66	12.91	13.17	13.43	13.70
MACHINIST -	<b>A</b> -				15.70
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	22.42	22.87	23.33	23.80	24.28
6 months	21.00	21.42	21.85	22.29	22.74
0 months	19.49	19.88	20.28	20.69	21.10
					-1.10

<b>MACHINIST</b> -	В-				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	17.50	17.85	18.21	18.57	18.94
6 months	16.57	16.90	17.24	17.58	17.93
0 months	15.62	15.93	16.25	16.58	16.91
<b>MACHINIST</b> -	C-				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.47	12.72	12.97	13.23	13.49
6 months	11.97	12.21	12.45	12.70	12.95
0 months	11.53	11.76	12.00	12.24	12.48
Q.A. INSPECT	OR				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	12.52	12.77	13.03	13.29	13.58
6 months	12.21	12.45	12.70	12.95	13.21
0 months	11.99	12.23	12.47	12.72	12.97
Q.A. INSPECT	ORA				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	17.97	18.33	18.70	19.07	19.45
6 months	17.95	18.31	18.68	19.05	19.43
0 months	17.69	18.04	18.40	18.77	19.15
Q.A. INSPECT	OR B				
	Year 1	Year 2	Year 3	Year 4	Year 5
12 months	13.87	14.15	14.43	14.72	15.01
6 months	13.66	13.93	14.21	14.49	14.78
0 months	13.36	13.63	13.90	14.18	14.46

#### ARTICLE 20 ALLIANCE PROGRAM

The Company/Employee Alliance Program is designed to encourage creative change in the way we do business. Its purpose is to seek input from our most valuable resource, our employees, and to demonstrate a continued commitment between the Communications Workers of America and Helena Laboratories.

To achieve the above principles, the Union and Company agree to establish, for the duration of this agreement, a Company/Employee Alliance Program. The Alliance shall consist of not more than two (2) representatives appointed by the Union and two (2) representatives appointed by the Company and co-chaired by Joe Golias and a designated Union Official. This Alliance shall meet by mutual agreement, but not less than 2 times per year.

## ARTICLE 21 TERMS OF AGREEMENT

This agreement shall become effective on April 30, 2015 and shall remain in effect for a five (5) year period through April 29, 2020. This agreement shall become automatically renewed for consecutive periods of one (1) year thereafter, unless either party shall serve notice upon the other party in writing, of its desire to cancel the agreement at least sixty (60) days, but not more than ninety (90) days prior to the termination date.

The above changes and amendments to the April 30, 2015 Labor Agreement constitute the entire tentative agreement. Both the Company and Union agree that any and all other proposals and/or counter proposals tendered during the negotiations leading up to this tentative agreement are respectfully withdrawn.

#### AMENDMENTS

		AME	NUMENIS		
This agreement may be					
those empowered by agreement, on the	10 20		ents in witness where		nave executed this
Communications Work	ers of America - Al	FL-CIO	Helena Laborat	ories Corporation	
Stephanie Collier CWA Representative	n. Collie		Joe Golias President		A. EVSPEC 12 thatthe 6 minutes
Committee RV.			Committee S		
Cofred Control	Ex.	1200.2	Noel Bartlett	March	39ac 5
Joyce Baker	the		Ken Marvel  And  Janet Blair	Bland	17 92
Robert Millard	illard	I IS ES	Janet Blair	18.77	

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