

**LABOR  
AGREEMENT**

Between  
**HELENA LABORATORIES**  
And  
**COMMUNICATIONS  
WORKERS OF AMERICA  
AFL - CIO**

Effective  
April 30, 2020

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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	2020	2,200/\$,500	\$0/\$0	ACA Max	10/\$0/70	\$0	150
Year 1	2021	2,300/\$,600	\$0/\$0	ACA Max	10/\$0/70	\$0	150
Year 2	2022	2,400/\$,800	\$0/\$0	ACA Max	10/\$0/80	\$0	160
Year 3	2023	2,400/\$,800	\$0/\$0	ACA Max	10/\$0/80	\$0	160
Year 4	2024	2,500/\$,000	\$5/\$5	ACA Max	10/\$0/80	\$0	170
Year 5	2025	2,750/\$,300	\$0/70	ACA Max	15/\$5/85	\$0	170

The contribution per participant by Company will be as follows:

A base figure of \$3,200 per participant will be used for Year 1, effective at ratification

A base figure of \$3,250 per participant will be used for Year 2, effective February 2021

A base figure of \$3,300 per participant will be used for Year 3, effective February 2022

A base figure of \$3,400 per participant will be used for Year 4, effective February 2023

A base figure of \$3,500 per participant will be used for Year 5, effective February 2024

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