

Agreement Between

MYLAN PHARMACEUTICALS INC.

and

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION
on behalf of itself**

and

LOCAL UNION 8-957

April 22, 2017 – March 17, 2023

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AGREEMENT

PREAMBLE

THIS AGREEMENT is made at Morgantown, West Virginia, this 22nd day of April, 2017, by and between Mylan Pharmaceuticals Inc., its successors and assigns (hereinafter called the "Employer"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union ("USW") on behalf of itself and Local Union 8-957, each agreeing to be bound by this Agreement (hereinafter together called the "Union").

ARTICLE I

RECOGNITION AND SCOPE OF AGREEMENT

Section 1.1

The Employer hereby recognizes the Union as the exclusive collective bargaining agent for the purpose of determining wages, hours and all conditions of employment for those of its production and maintenance employees as described in the Stipulation for Certification Upon Consent as executed between Mylan Pharmaceuticals Inc. and Local 8-957 on June 11, 1975 at Case No.6-RC-7180 before the National Labor Relations Board, Region 6.

Section 1.2

The term "Employees" as used in this Agreement shall include all Production and Maintenance employees of the Employer at its Morgantown, West Virginia Plant, excluding all confidential employees, professional laboratory employees, office and plant clerical employees, guards and supervisors as defined in the Labor-Management Relations Act of 1947 as amended.

ARTICLE II

UNION SHOP

Section 2.1

- (a) It shall be a condition of employment for all employees to become members of the union in good standing on their ninetieth (90th) calendar day of employment. A member in good standing shall mean paid up dues.
- (b) The Employer may hold orientation for all new hires. The Employer shall afford the Union representative the opportunity to address the new hires for the purpose of introducing the new employees to Union representatives and to permit the new hires to sign the appropriate membership documents. Such meeting shall occur during work hours not to exceed two (2) hours, at a time and date agreeable to the Employer and the Union and such meeting shall occur within thirty (30) days after the employee's ninetieth (90th) calendar day of employment, unless otherwise agreed to.

ARTICLE III

SENIORITY

Section 3.1

The principle of seniority of service shall be applied under this contract in accordance with the following provisions:

- (a) Plant seniority shall be defined as the total length of service of an employee with the Employer at this plant, from last date of hire
- (b) For the purpose of establishing seniority rank, each employee who comes under this agreement is numbered in relationship with his/her seniority standing as indicated by his seniority date. Such relative standing in seniority is on the basis of the smallest number indicating the most senior employee.

- (c) Deleted
- (d) New employees shall be assigned numbers which will reflect their seniority rank. Continuous Employer service will be credited from the last date of hire. An employee's first ninety (90) calendar days of employment constitute his/her probationary period. During the probationary period an employee shall be subject to layoff, suspension, or discharge at the discretion of the Employer.
- (e) Employees hired as summer help shall not receive a seniority number unless and until said employees have completed ninety (90) calendar days of employment.

Section 3.2

The seniority of any employee shall be terminated for any one of the following reasons:

- (a) Discharge for just and proper cause.
- (b) Where the employee voluntarily quits.
- (c) An employee who absents himself for three (3) consecutive working days without notifying the Employer.
- (d) Layoff for a period of twenty-four (24) months or equal to seniority, whichever is greater.
- (e) Failure of a laid-off employee to report within ten (10) work days of a verifiable receipt to report to work. Such notification shall be sent by certified mail, return receipt requested, to the employees' last known address by the Employer. A copy of such notice shall be sent to the Secretary-Treasurer of the Local Union. In the event the employee cannot be reached, then the Employer shall go to the next seniority number on the layoff list.
- (f) The employee fails to report to work upon termination of any leave of absence without just cause within five (5) working days.

- (g) Any employee leaving the Employer premises, for reasons other than to perform their regular work duties, without written supervisory notification shall be deemed to have quit. This section is not applicable to scheduled breaks and lunch periods.
- (h) Violation of the terms and conditions of any leave of absence.
- (i) Any employee who has not returned to work at the conclusion of an extended medical leave, as provided in Section 10.2(f).

Section 3.3

Seniority shall prevail in all instances unless modified elsewhere in the labor agreement. In the event of a lay-off, employees with the least seniority shall be laid-off first. Recall shall be in inverse order.

Section 3.4

Each employee is responsible for ensuring that his/her current telephone number and mailing address are on file with the Employer.

ARTICLE IV

CHECK OFF

Section 4.1

- (a) Subject to a dues check off authorization card signed by the employee, the Employer shall deduct union dues and initiation fees in the amount specified in writing by the Union.
- (b) Subject to applicable law, the Employer agrees that it will check off and transmit to the Treasurer of the United Steelworkers of America Political Action Committee (USW PAC) voluntary contributions to the USW PAC from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USW PAC that are reasonably acceptable to the Employer. Such authorization forms will be

signed annually and copies will be provided to the Employer by the Fifteenth (15th) of January each year. Forms that cannot be processed will be returned to the USW PAC for correction.

- (c) The signing of such USW PAC check-off forms and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Company.

Section 4.2

Local 8-957 will notify the Employer, in writing, signed by the Secretary-Treasurer, of any changes in dues or initiation fees.

Section 4.3

The aggregate sum so deducted shall be forwarded monthly by the Employer to the Secretary-Treasurer of the USW International Union the second (2nd) payday of the month. The USW International Union will audit and correct with the member any discrepancies in respect to the deductions. The Union shall indemnify the Employer for any errors or discrepancies in accordance with Section 4.4.

Section 4.4

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken or not taken by the Employer for the purpose of complying with any of the provisions of this article, or in reliance on any form, list, notice or assignment furnished under any of such provisions.

ARTICLE V

UNION REPRESENTATION

Section 5.1

The Union shall be represented in the Plant of the Employer by its Officers, its Grievance/Negotiating committee members, Stewards, and member of Workers' Compensation Committee. The Union may designate not more than one (1) Steward for each twenty (20) employees contained in the Bargaining Unit who shall be chosen with consideration for their proximity to the employees who they represent. The total population of these positions shall not exceed the above ratio.

Section 5.2

The Steward shall be assigned a specific area of employee responsibility by the Union. The employees in those respective areas of responsibility shall choose from the Stewards assigned to those areas who, at the Union's discretion, may remain responsible for administering the grievance until the issue is resolved. The Union may also designate no more than three (3) Stewards per shift and one (1) Steward for each weekend shift as rovers, who along with their respective areas of responsibility, may also be sought for assistance by any employee in any other area of responsibility. Additionally, only Stewards shall be responsible for initiating the grievance procedure, consistent with the provisions of the grievance procedure set out in Article VI.

Section 5.3

The Union shall furnish the Employer with a list of its Officers, Grievance/ Negotiating Committee members, Stewards and members of the Workers' Compensation Committee, and shall immediately notify the Employer of any changes therein. The Employer will not recognize as representatives of the Union any employees until such notice of representation or change in representation has been received by the Employer from the Union in writing.

Section 5.4

The Grievance/Negotiation Committee and Representatives of the Employer may hold joint meetings from time to time as required. Either the Union or the Employer may request a meeting. The Employer and the Union will adhere to such meetings when scheduled.

Section 5.5

The Employer shall pay the Grievance/Negotiating Committee members for working time lost in grievance and/or joint meetings. If any employee of the Employer is in attendance, the employee shall be paid for working time lost while attending the grievance meeting. The Employer shall pay only for grievance time spent on the Employer's premises while handling grievances during the regular working hours of employees.

Section 5.6

The Employer shall pay no more than seven (7) employees of the union's Grievance Negotiating Committee for their straight time rate of eight (8) hours pay for each day of contract negotiations.

Section 5.7

Stewards and members of the Grievance/Negotiation Committee shall have the right to leave their work area for the purpose of adjusting grievances in accordance with Article VI, and to attend scheduled meetings with the Employer, but they must notify their supervisor who shall release them without unnecessary delay. They must also report to their supervisors when they resume work. Their supervisors will arrange a meeting within a reasonable period of time. The Union representatives will make an effort to minimize their time away from work.

Section 5.8

Representatives of the Union may enter the premises of the Employer during working hours upon mutual agreement between the Employer and the Union's International Representative. Such representative of the Union will be accompanied by a designated representative of the Employer.

Section 5.9

Union officers may use personal locks to secure their personal lockers.

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.1

Any grievances or disputes arising during the term of this Agreement over the interpretation or application of any term or provision set forth herein, or any claim of improper discipline or discharge shall be resolved pursuant to the grievance and arbitration procedure described in Article VI hereof. Should any dispute arise between the Employer and the Union, or a member of the Union, the employee shall not refuse to do the work involved, but shall process the grievance in accordance with the following procedure unless the situation presents an imminent hazard.

Section 6.2

First Step: If any employee or the Union, through its representatives, believes a grievance to exist, they shall present the same in writing to the Supervisor of the affected department. The Employer shall respond in writing within two working days after presentation unless otherwise agreed by the employee or the steward or both with the management representative in the department. If the grievance

applies to more than one department, the union may present the grievance on behalf of the union instituting the same at the third step.

Section 6.3

Second Step: In case a satisfactory settlement is not obtained in the first step, the grievance shall be presented in writing for settlement by the chief steward, the grievant and a representative designated by the Employer. The Union agrees to provide the Employer with a list of grievances to be discussed at the second step meeting at least two working days in advance of such meeting. In order to be considered beyond the first step, the grievance must be presented in the second step within five (5) working days after the first step decision has been given unless otherwise mutually agreed by the parties. The Employer's reply shall be given within four (4) working days following the meeting of the grievance in the second step unless an extension of time is mutually agreed upon.

- (a) Where any agreements are reached in settling a grievance, such settlements shall be recorded on the grievance form and signed by the representative of the Employer and the Union, such settlements shall constitute a final settlement of the grievance.
- (b) In the event an "answer" is not provided by the Employer within four (4) working days, the Union may present the grievance to the third step.

Section 6.4

Third Step: In case a satisfactory settlement is not reached in the second step, the grievance shall be presented to the Employer in writing by the Chief Steward for settlement by the Grievance/Negotiating Committee and the International Representative, if so desired by the Union, and with the designated representative of the Employer. In order to be considered beyond the second step, the grievance must be referred to the third step within ten (10) working days after the second step decision has been given unless otherwise mutually agreed to by the Union and the Employer. The Union agrees to provide the Employer with a list of grievances to

be discussed at the third step meeting. The Employer will schedule a meeting, if possible, within ten (10) working days after the list is presented by the Union. The Employer's reply shall be given within ten (10) working days following the third step meeting, unless an extension of time is, mutually agreed upon by the Union and the Employer. In the event an "answer" is not provided by the Employer within ten (10) working days, the Union may present the grievance to the fourth (4th) step.

Section 6.5

Fourth Step: If the grievance is not resolved in Step 3, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) working days following the Step 3 answer. If no agreement is reached on a neutral third party within five (5) working days, the parties shall call upon the Director of the Federal Mediation and Conciliation Service to provide a regional panel (including West Virginia, Ohio, Pennsylvania, Maryland, Virginia, and the District of Columbia) of seven (7) experienced arbitrators, each a member of the national Academy of Arbitrators, and an arbitrator shall be selected within ten (10) working days upon receipt of the panel, when possible. Each party will alternately strike a name from the panel until one name remains. The remaining name shall serve as the arbitrator.

In all discharge cases, after the selection of an arbitrator, a hearing on the discharge must take place within one-hundred twenty (120) days after the arbitrator's selection so long as the selected arbitrator has dates available within that one-hundred twenty (120) day period. In the event the arbitrator does not have dates within the one-hundred twenty (120) day period, the hearing must take place at the earliest possible date the arbitrator has subsequent to the one-hundred twenty (120) day period. If any party refuses to proceed with the discharge case in accordance with this provision, such party shall be considered to have forfeited its case.

Section 6.6

The jurisdiction and authority of the arbitrator shall be confined exclusively to the application or interpretation of a specified provision or provisions of the agreement at issue between the Union and the Employer. This is not intended to limit the arbitrator's consideration of the entire agreement in determining his award.

- (a) The arbitrator shall not have the right to alter, amend, delete or add to any of the terms of this agreement.
- (b) The award of the arbitrator shall be written and shall be final and binding on both parties.
- (c) The expense of the impartial arbitrator and any fees necessary to obtain a panel of arbitrators are to be shared equally by both parties.
- (d) Any time limits established herein may be extended by mutual agreement of the parties.
- (e) Both parties agree not to use strikes, lockouts or other economic weapons to settle any grievances or disputes concerning the application or interpretation of this agreement, but will settle them in the manner provided for above.

Section 6.7

Reprimands issued to employees, in order to be considered in future disciplinary action against an employee, shall be in writing and a copy shall be given to the Chief Steward and Union President at the time of issuance. Reprimands shall not be used for progressive discipline after one year from the issuance of the reprimand. No discipline shall be issued to any employee except for just cause. After the tenth (10th) working day of a suspension pending investigation, the Employer shall pay straight time for any days the employee would have been scheduled to work during the balance of the investigation. If at the conclusion of the investigation the Employer determines that the disciplinary suspension exceeds ten (10) working days, then the Employee will thereafter serve the full suspension (less ten (10)

working days) without pay. If it's determined that the suspension is less than ten (10) working days, the Employee shall be reimbursed for the balance of any working days the Employee would have been paid up to ten (10) working days.

Section 6.8

In order for a grievance to be valid it must be presented within ten (10) working days from the time the grievance is known or should have been known, except in cases of payroll errors, but in no event beyond one year from the occurrence of the incident giving rise to the grievance.

Section 6.9

Steps 1 and 2 of the Grievance Procedure shall be waived in cases of suspension, discharge, and imminent hazard and the grievance will be filed in the third step. The meeting will be held within three (3) working days following the presentation of the grievance in writing, by the Union.

Section 6.10

The disposition or settlement by and between the Employer and the Union Committee of any grievance, arbitration decision, or other matter shall constitute a full and complete settlement and shall be final and binding upon the Union, the employees, and the Employer.

ARTICLE VII

HOURS OF WORK

Section 7.1

For the purpose of this agreement the term "work-week" will mean a period of seven (7) consecutive calendar days, beginning with the

starting time on Sunday at 11:00 p.m. and ending on the following Sunday at 11:00 p.m.

Section 7.2

For employees working eight (8) hour shifts, eight (8) hours shall constitute a regular day's work and forty (40) hours a regular week's work.

Section 7.3

Deleted

Section 7.4

Deleted

Section 7.5

The employee is required to be dressed and at his/her work station within eight (8) minutes after the starting time. The employee must arrive at his/her work station with all tools and equipment to begin the job. The Employer may require an employee to work during the lunch period and break period for business reasons, provided the employee receives an equivalent lunch or break period during one of the designated buzzer controlled breaks or lunch times.

Section 7.6

(a) The Employer may adopt the following shift schedules, permanently or temporarily, for any department or job classification:

(i) **Weekday Shift (Monday-Friday).** For employees scheduled to work a Weekday Shift, the first shift begins at 7:00 a.m. and ends at 3:15 p.m. The second shift begins at 3:00 p.m. and ends

at 11:15 p.m. The third shift begins at 11:00 p.m. and ends at 7:15 a.m.

(ii) **Tuesday–Saturday Shift.** The Tuesday-Saturday Shift shall consist of a five (5) consecutive eight (8) hour workday schedule from Tuesday through Saturday, with straight time pay from Tuesday through Friday and time and one-half pay for hours worked on the Saturday eight (8)-hour schedule. For employees scheduled to work a Tuesday-Saturday Shift, the first shift begins at 7:00 a.m. and ends at 3:15 p.m. The second shift begins at 3:00 p.m. and ends at 11:15 p.m. The third shift begins at 11:00 p.m. and ends at 7:15 a.m.

(iii) **Weekend Shift.** For employees scheduled to work a twelve (12)-hour weekend schedule, the shift schedules shall be as follows:

	Shift 1	Shift 2
Friday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.
Saturday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.
Sunday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.

OR

Saturday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.
Sunday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.
Monday	7:00 a.m. to 7:00 p.m.	7:00 p.m. to 7:00 a.m.

On thirty (30) days' notice, the Employer may extend shifts for up to 15 minutes by job classification or by department at the beginning of the shift. Unless otherwise agreed, the Employer may return to the regular schedule on thirty (30) days' notice.

In the event the Employer wants to adopt another alternative shift schedule, the Employer will meet with the Union for the purpose of reaching agreement on such schedule. Agreement by the Union and Employer is not subject to ratification.

- (b) For all permanent or temporary shift schedules, positions will be posted and awarded on a voluntary basis per Section 12.1. For any temporary shift schedule, preference will be given to

employees currently holding the job classification (including Utility Workers in the designated work areas) by i) department seniority; then ii) plant seniority.

Any temporary shift schedule shall be limited to no less than thirty (30) days and no more than one hundred and twenty (120) days, unless adjusted by mutual agreement. Temporary shift schedules may be discontinued during the schedule on notice to employees of thirty (30) calendar days. Any affected employees will return to their prior position at the conclusion of any temporary shift schedule. Voluntary bids for temporary work schedules shall not count as a bid under Section 12.1. Employees on temporary work schedules may bid to another position under Section 12.1, provided that if the bid is successful they remain on the temporary work schedule until the earlier of the conclusion of the temporary schedule or sixty (60) days.

The Employer will notify the Union and affected employees thirty (30) calendar days in advance of the implementation of any such schedule change whenever reasonably practicable, but in any event, no less than fourteen (14) calendar days.

- (c) Exchanging of Work Shift. Employees shall be permitted to exchange any regularly scheduled eight (8) hour shift or twelve (12) hour shift, provided approval of their supervisor is secured twenty-four (24) hours in advance of exchange and time cards are punched to show hours actually worked. Exchanges will be limited to thirty (30) days; Exchanges may exceed thirty (30) days for serious and compelling reasons.

Section 7.7

An employee who reports for work on his regular shift and has not been notified by the Employer not to so report, shall receive not less than four (4) hours pay; provided however, that this provision shall not apply in the event that any of the following conditions interfere with work being provided, namely:

- (a) strikes, stoppages of or interference with work in connection with labor disputes,

- (b) Acts of the public enemy,
- (c) Failure of public utilities to provide services,
- (d) Work interruption by rules and regulations of government agencies,
- (e) Fire, flood, storm, Act of God,
- (f) mechanical breakdown, and under these conditions, seniority will govern the layoff after two (2) working days.

Section 7.8

Management has the option of scheduling a one (1) week annual Plant shut down under the following conditions:

- (a) a ninety (90) calendar day notice
- (b) vacation or personal days can be used
- (c) employees may apply for unemployment compensation
- (d) employees can sign up for authorized miscellaneous job openings
- (e) The parties agree that a plant shutdown does not constitute a layoff for any purpose under this Agreement.
- (f) If the Employer cancels a scheduled Plant shutdown, any employee who has previously notified the Employer that he/she planned to take vacation or personal time prior to the Employer's cancellation notice may, at the employee's option, take the planned vacation or personal time. The Employer's cancellation notice shall be provided no later than thirty (30) days prior to the planned shutdown. During any planned power outage, the Employer will allow employees to work straight time hours prior to or after the outage, as long as the time is in the same work

week. The Union and the Employer will ensure proper scheduling is done with supervision to implement this Section.

ARTICLE VIII

WORK FORCE

Section 8.1

Work normally done on regular hours and overtime hours by employees covered by the Agreement shall not be done by supervisory (or salary) employees, except work to be done in an emergency, on an experimental basis, or for the instruction of bargaining unit employees, or unless and until Employer has exhausted all procedures for offering overtime to bargaining unit employees as set forth in the collective bargaining agreement. Exceptions to these provisions shall be made only by mutual agreement of the Union and Management.

Section 8.2

The Employer may contract out any maintenance or production work it deems necessary provided no employee loses his or her job and rate of pay because of the contracting out. The Union will be advised in writing of all work contracted out not less than fourteen (14) days prior to contracting out work. In case of emergency or other unforeseen circumstances, notice will be given as soon as practicable. The Union may meet with members of management and discuss the reasons for subcontracting the work in question.

ARTICLE IX

SAFETY AND HEALTH

Section 9.1

The Employer shall continue to maintain all necessary precautions for safeguarding the health and safety of its employees on all shifts and

all departments, and all employees shall cooperate in the implementation thereof. Both the Employer and the Union recognize their mutual obligation to prevent, correct, and eliminate all unhealthy and unsafe working conditions and practices as required by any local, state or Federal Law.

Section 9.2

The Employer shall recognize a joint Labor-Management Health and Safety Committee, consisting of twenty-one (21) representatives designated by the union, with one of these representatives designated as the chairperson by the local union for the Union Committee. Management shall also be represented on the committee. Four (4) Employee representatives will be given a leave of absence to attend two (2) Safety seminars per year which are relevant and/or pertinent to the objectives of the Safety Committee. Upon mutual agreement between the Employer and the Executive Board of the local union those four (4) employee representatives shall be paid for each leave of absence.

One (1) employee representative designated by the Union will be given an unpaid up to three (3) day leave of absence up to four (4) times per rolling twelve (12) month period to attend events sponsored by the Union's ERT – Program.

Section 9.3

The committee shall hold meetings with management as often as necessary, but not less than once each month, at a regularly scheduled time and place, for the purpose of jointly inspecting, investigating and reviewing health and safety conditions and practices. All matters considered and handled by the joint committee shall be reduced to writing and joint minutes of all meetings of the joint Labor-Management Health and Safety Committee shall be made and maintained. Time spent in connection with the work of the committee by the union representatives shall be considered and compensated for as their regularly assigned work.

Section 9.4

The Union designated Health and Safety Committee Chairperson or designee shall be notified as soon as possible of any hazards, risks, and accidents and shall be permitted to visit the sites as soon as possible.

Section 9.5

When the Employer deems it appropriate, the Employer will, from time to time, retain at its expense, qualified industrial health consultants to undertake industrial health research surveys. Such research surveys will be as comprehensive as the consultants determine. The results and recommendations will be submitted in writing to the Employer and Local Union and discussed within the Safety and Health Committee.

Section 9.6

- (a) The Employer agrees to provide and maintain adequate health and safety facilities, personal protective devices, clothing and equipment at Employer expense. Multiple safety shoe reimbursement will be up to \$130.00 per rolling year from time of purchase for the length of the contract.
- (b) The Employer agrees to provide a continuous training program of safety education to develop safety awareness among its employees.

Section 9.7

All new employees shall be given sufficient training in health and safety. No employee shall be required to work on an unfamiliar job or machine until the Employer is satisfied that the employee was adequately instructed and trained in the performance of the job. The employee shall sign off after the training has been completed.

Section 9.8

The Employer agrees to provide first aid and CPR training for interested employees during regular work hours if doing so will not interfere with production or other scheduled work.

Section 9.9

Employer sponsored training courses for the Health and Safety Committee will be paid for by the Employer.

Section 9.10 Provisions for Alternative Work

If an employee becomes physically incapable of performing his/her function but is able and qualified to perform another job function, he/she will be given the opportunity to return to work to perform available work that is consistent with his/her medical restrictions. Upon recovery, the employee may return to his/her previous job.

Section 9.11

Any employee permanently removed from his/her regularly assigned job and assigned to another job as a result of an occupational injury or disease shall continue to receive his/her pay for a period of time not to exceed three (3) months or until that employee successfully bids into another classification.

Section 9.12 Safety and Health - Background Checks

If recommended or requested by a government agency, criminal background checks shall be conducted every five (5) years for employees having access to controlled substance ("CS") storage areas. Employees with access to CS storage areas are those having access through intrusion alarm keypad clearance, card access, manual key, and/or combination lock. Such employees shall provide written authorization for the background checks; failure to provide such written authorization may result in the employee's inability to

work in CS storage areas, in which case such employee may bid on an open position.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 Personal Leaves of Absence

- (a) Leaves of Absence without pay will be granted at the sole discretion of the employer. The employer will not provide benefits, economic or otherwise for employees on leaves of absence for more than thirty (30) working days.
- (b) Employees on Leaves of Absence of less than thirty (30) working days will be covered by the Employer's Vision, Hospitalization, and Life Insurance Plans.
- (c) Employees on Leaves of Absence will retain their seniority. The Leave of Absence must be for the reason given in writing.

Section 10.2 Medical Leaves of Absence

- (a) Medical absences shall be granted to employees for no more than four (4) occurrences in a rolling twelve (12) month period consisting of a maximum of five (5) working days per occurrence for a total not to exceed twenty (20) working days, provided such absences are for verifiable medical reasons. Employees absent for more than five (5) working days for serious medical conditions as defined by the Family Medical Leave Act shall be placed on disability leave as described below.
- (b) The Employer agrees to provide on the first day of this Agreement at no expense to the employee, a Sickness and Accident Insurance program. Under this program, the employee is covered for work time lost beginning on the first (1st) calendar day for a non-occupational, verifiable injury and on the eighth (8th) calendar day after a non-occupational, verifiable illness. The benefit shall be:

(i) sixty percent (60%) for employees with less than five years of service on the date of disability, or

(ii) seventy-five percent (75%) for employees with more than five years of service of an employee's straight time wages per week for a maximum of twenty-six (26) weeks in any twelve (12) month rolling period. Any benefit from the Sickness & Accident Plan will be reduced by the amount received from Social Security, Workers' Compensation, and other benefits provided by any other third party.

(c) The Employer agrees to provide Long Term Disability Insurance in the amount of sixty percent (60%) of an employee's straight time wages per week for a total of fifty-two (52) weeks. In order to qualify for Long Term Disability Insurance, the employee must be disabled for 180 consecutive days, not interrupted by more than 30 days of active work, prior to receiving the 52 week Long Term Disability entitlement benefit, and the employee must have exhausted the employee's Short Term Disability Insurance prior to receiving the 52 week Long Term Disability entitlement benefit.

(d) For a verifiable injury arising after the effective date of this Agreement, in the event an employee becomes totally and permanently disabled during the term of this Agreement, such employee will continue to receive the Long Term Disability Insurance payment under subparagraph (c) until the earlier of the date the employee is no longer totally and permanently disabled or until the employee's normal retirement date as defined by Social Security. Such benefit shall be calculated using an employee's straight time wages as of the last day the employee worked. An employee shall be deemed totally and permanently disabled if the Employer or an insurance company chosen by the Employer determines on the basis of medical evidence that

(i) such Employee is totally unable, as a result of bodily injury or disease, to engage in or perform the duties of any occupation for remuneration or profit, and

(ii) such disability will be permanent and continuous for the remainder of his/her life.

An employee applying for a continuation of Long Term Disability Insurance on the basis of total and permanent disability may be required to submit to an examination by a physician or physicians and may be required to submit to re-examination periodically as the Employer or an insurance company may direct. The Employer and union agree that entitlement to Social Security Disability shall be a rebuttable presumption that the employee is totally and permanently disabled. Any benefit contemplated by this subparagraph (d) will be reduced by the amount received from Workers' Compensation, Social Security Disability, and other benefits provided by any other third party.

- (e) Those employees on verifiable medical absences continuing beyond the 190th consecutive day shall be placed on extended medical leave.
- (f) Employees who after the effective date of this Agreement commence a verifiable medical absence continuing beyond fifty-two weeks of long term disability shall be placed on extended medical leave solely to maintain seniority for no more than one hundred eighty days (180) days.

Section 10.3 Military Leaves of Absence

Military leaves of absence shall be granted upon timely receipt of a written notification from the appropriate military organization. Employees shall receive all benefits accorded them by applicable laws. In addition, employees on military leave of absence shall also receive a difference between the regular pay and their military pay during the period of such military leave of absence for up to one (1) year.

Section 10.4 Union Leaves of Absence

A leave of absence without pay for a period not to exceed five (5) work days at any one time, during the term of this Agreement may be

granted employees to act as representatives of the Union, without loss of any seniority rights, provided, however, that such employees provide seven (7) days' notice and that no more than (i) twelve (12) employees shall be granted such leave at any one time, and (ii) no more than three (3) employees in a department on any one shift shall be granted such leave at any one time.

One (1) employee elected or appointed to a Union representative position shall be granted a leave of absence without pay for a period not to exceed twelve (12) months during the term of this Agreement.

Section 10.5 Workers' Compensation Leave of Absence

Any employee who receives an injury at work and who because of such injury is unable to work shall be placed on Workers' Compensation Leave of Absence and shall receive all the benefits accorded them by applicable law. An employee who receives an injury at work and who because of such injury is not able to complete that shift will receive pay for the regular shift hours which would normally have been worked by such employee that day. Such pay will be based on the employee's hourly rate, including shift differential in those cases where the employee is assigned to the second or third shift.

ARTICLE XI

UTILITY WORKERS

Section 11.1

Utility workers shall be properly trained to perform the job functions listed in their designated work areas. Utility workers shall be assigned work in their designated area.

Section 11.2

Utility workers shall be assigned work areas as follows:

UTILITY WORKER “A” - PACKAGING

Packer, Packer Specialist, Material Handler, Slat Counter Operator, Labeler Operator, Line Coordinator, Senior Janitor, Janitor.

UTILITY WORKER “B”

AQL Technician, Lab Service Technician “A”, Laboratory Technician, Quality Control Clerk, Sampler

UTILITY WORKER “C”

Encapsulation Operator, Inspector, Imprinter, Material Handler (Encapsulation), Sorting Machine Operator, Department Clerk (Maintenance)

UTILITY WORKER “D”

Fluid Bed, Granulator, Blender, SSTV Cleaner, Janitor, Material Handler (Granulation), Compactor/Fitzmill Operator

UTILITY WORKER “E” - WAREHOUSE

Truck Driver, Warehouse, Warehouse Coordinator, Shipper/Receiver, Janitor (Warehouse), Material Handler (Warehouse)

UTILITY WORKER “M”

Fluid Bed, Granulator, Blender, SSTV Cleaner, Janitor, Material Handler (Granulation), Compactor/Fitzmill Operator, Tablet Press Operator

Section 11.3

The Utility Worker will receive his/her regular rate of pay or the pay rate of the job to which he/she is assigned, whichever is greater.

Section 11.4

Job assignments within a Utility Worker's designated area will not be considered transfers.

Section 11.5

Deleted

ARTICLE XII

POSTING AND TRANSFERS

Section 12

The following Departments are recognized as indicated in Appendix D.

- | | |
|------------------|-------------------------|
| 1. Compressing | 9. Shipping & Receiving |
| 2. Encapsulation | 10. AQL Production |
| 3. AQL Packaging | 11. Warehouse |
| 4. Packaging | 12. Maintenance |
| 5. Labeling | 13. Weighing |
| 6. Coating | 14. Inspection |
| 7. Sampling | 15. Janitorial |
| 8. Granulation | |

Section 12.1

When a vacancy occurs, the Employer shall post a notice for not less than seven (7) days. The posting shall include a job title, job description, rate of pay and shift. Except as limited elsewhere in this Article XII, any employee may sign for the posted job. Employees may not be the successful bidder more than two (2) times in a twenty-four (24) month period, laterally or downward. Employees will be given one free bid when bidding into the same job currently held by the employee on a different shift in the twenty-four (24) month period.

Employees who are absent during the posting period may sign up for the job posting by contacting a Union officer or steward and asking them to sign the employee's name to the job posting. The Union officer or steward will enter the employee's name on the posting and sign their (Union officer's or steward's) initials.

The job will be awarded within fifteen (15) calendar days after the conclusion of the posting period. The successful bidder will sign the appropriate forms to initiate the transfer and rate change at the time of the job award.

The successful bidder will be transferred to his/her job within thirty (30) calendar days after the award, unless mutually agreed by the Union and the Employer to do otherwise.

New Employee Bidding Rights

Employees shall not be permitted to bid on any job posting during the first twenty-four (24) months of their employment except to be the successful bidder once on an upward bid. However, if there is a job posting that is a no bid job and has no eligible bidders, a new hire may be awarded the job in the same job classification on a different shift prior to hiring off the street. The award of the bid shall be based on the employee's seniority.

Section 12.2

If a position becomes vacant due to an employee's absence for a period of up to twelve (12) continuous weeks, such vacancy shall, if filled, be filled for that twelve-week period in accordance with Section 12.8. If the vacant position is not posted by the end of the twelve (12) week period, then it shall be left vacant until posted. If subsequent to the position being posted the employee on leave returns to work within one year of vacating that position, said employee shall return to his former position and such process shall continue until all employees return to their former regular job. If the employee returns after one year, then said employee shall be placed on the same shift, at the same rate of pay said employee held prior to the leave of absence, in any position the Employer deems appropriate for a period not to exceed two months. If during this two-month period, the returning employee does not successfully bid on another posted

position, said employee will be assigned to any open position upon the expiration of the two-month period. Employees who successfully bid and remain in a temporary job in excess of twelve (12) consecutive months, shall be afforded the opportunity to remain in that job on a permanent basis.

Section 12.3

In the event a posted job needs to be canceled due to business reasons prior to awarding the job to an employee, the Employer may invalidate the bid without liability.

Section 12.4

The following job titles, designated as "Protected Positions", will be posted and shall be filled by seniority and qualifications: All maintenance positions (except PAPR Cleaner), all Department Coordinators, Sr. AQL Technician (Production & Packaging), Sr. Tablet Press Operator, Sr. Encapsulation Operator, Fluid Bed Operator, Sr. Fluid Bed Operator, Sr. Compactor Fitzmill Operator, Truck Driver, Sr. Weigher, Sr. Coater, Labeling Coordinator, Tool Room Attendant and Warehouse Coordinator.

Awarding Protected Positions

The most qualified bidder for a Protected Position job posting will be awarded the protected position in accordance with the procedures set forth herein. The employee with the highest point total after applying the following procedures shall be awarded the job. In the event of a tie, the employee with the greatest seniority shall be awarded the job.

(a) **Job History/Experience:**

Any employee having experience in the job title (including Seniors, Department Coordinators and Utility Workers) which is posted in the department in which the job vacancy exists shall be awarded the following points. If the experience prior to the date of the posting is:

1 - 36 months: 1 pt per 3 months' experience (Maximum 12 points)

Thereafter, one (1) additional point for every additional two (2) years of service in that job classification.

(b) **Attendance:**

Perfect attendance for the current calendar year preceding the date of posting - 1 pt. 2 additional pts for each of the two (2) previous full calendar years of perfect attendance. Total Attendance Points (Maximum 5 points).

(c) **Management Evaluation** (Coordinator positions only):

For Coordinator positions only, the Employer may assign up to four (4) points to any employee(s) based upon the Employer's assessment of the candidate for the position.

(d) **Seniority:**

Employees bidding on any posted protected job title shall be awarded one (1) point for every three full years of plant seniority.

An employee in a senior level position (as designated in Appendix A) as of the effective date of this Agreement will maintain his or her senior level status until they bid out of their shift. Following the effective date of this Agreement, all positions will be awarded as they are posted.

Section 12.5

Each employee will be given a forty-five (45) calendar day training period to demonstrate his/her qualifications, except Maintenance, who will be given a ninety (90) calendar day training period to demonstrate his/her qualifications. Employees not trained on their respective shift may be given an additional ten (10) calendar day initiation period when they move to the bid shift. Training periods may be extended by mutual agreement between the Employer and the Union.

Section 12.6

Any employee who fails to demonstrate his/her acceptable qualifications for the awarded job will be transferred to their previous job and will not be permitted to bid on any job postings for a period of

sixty (60) days. In the event this transfer involved a change in the employee's rate of pay, the applicable rate of pay will be in effect when the employee resumes his/her regular job. The job will then be awarded to the next highest bidder according to seniority or points as the case may be.

Section 12.7

- (a) Employees who successfully bid for a job may return to their former job within five (5) working days excluding time transferred out of the awarded job classifications. Employees who successfully bid for a job and return to their former job by their own choice are not eligible to bid on another job for ninety (90) calendar day period. If a successful bidder returns to his/her previous job, the Employer does not have to post the job again, but may go back to the initial posting and award the job to the next highest bidder on the list.
- (b) Employees who bid for a job and are offered the job but by their own choice do not accept the job are not eligible to bid on another job for ninety (90) calendar days.

Section 12.8

When the Employer determines that it is necessary to transfer employees temporarily from one job classification to another job classification, the transfers will be determined within the affected job classifications as follows:

- The Employer will first offer transfer opportunities to senior employees in the affected job classifications;
- If there are insufficient volunteers, the Employer will assign the least senior employees within the affected job classifications. In the event the Employer fails to assign the least senior employee, the employee who is assigned shall receive pay at one and one-half (1-1/2) times their hourly rate of pay.

Temporary transfers will not exceed one hundred twenty (120) days. Employees transferred will be trained to perform the tasks that they

are required to perform in the job classification to which they are transferred.

Section 12.9

A temporary transferred employee shall be returned to his or her regular job at the conclusion of the temporary assignment. Departmental and job seniority shall not be reduced as the result of a temporary transfer.

Section 12.10

Deleted

Section 12.11

Deleted

Section 12.12

Employees who are temporarily transferred as the result of signing up for a posted temporary opportunity that specifies the pay rate will be paid the posted pay rate. Employees who are temporarily transferred into a position that was not posted with a specified pay rate will receive their regular pay rate or the rate of the transferred job, whichever is greater. Temporary transfer units will be in units of one-half (1/2) hour. Fractional units will be considered full units for pay purposes.

Section 12.13

If the Employer elects to reduce the number of qualified employees on a given job or jobs, a list of an equivalent number of jobs held by employees having less seniority and the same or lower job classification rate will be furnished to the employee displaced. Such employees will, within two (2) working days, indicate their order of

preference among all the listed jobs. Such preference will be filled in the order of seniority. An employee may not be so displaced more than once in any series of bumps. The process shall continue until all displaced employees are relocated. If there are no lower job classifications, then the list of equivalent number of jobs will include the next two higher job classifications.

Section 12.14

Any employee permanently transferred to another job due to layoff or other work reduction, shall receive the rate of the job being performed and if the employee had a higher rate of pay, the higher rate shall be retained for thirty (30) calendar days.

When a job has been curtailed and is resumed, such employees may elect to be transferred back to their previous job by notifying the supervisor in that area within five (5) working days after the job has been posted. The employee shall complete the form as agreed by the Union and the Employer to transfer back to their previous job.

Section 12.15

The Employer agrees to post, within five (5) working days after awarding, the names and seniority status of successful bidders.

Section 12.16

The Employer shall advise the Union prior to a work reduction.

Section 12.17

If a job is posted, no one bids on said job, the job remains vacant for ninety days and the employer decides to fill the position after ninety (90) days, it will be re-posted.

ARTICLE XIII

MAINTENANCE TRAINING PROGRAM

Section 13.1

When the Employer determines that a Maintenance Mechanic "C", Electrician "B," Maintenance Mechanic Machinist "B," or Electronic Technician "B" Position is required in the Maintenance department, this position will be filled by posting pursuant to Article XII, Section 2 (by Seniority and Qualifications). All employees entering the department will enter at the lower Mechanic, Electrician, or Electronic Technician Classification, unless coming from another shift and the employee already holds the position the employee bids on.

Section 13.2

The Training and Experience requirements follow:

Maintenance Mechanic

- (a) Two years experience in; (1) Industrial Maintenance, (2) Heavy Equipment Mechanic, (3) Automotive Mechanic, (4) ATVs, Personal Watercraft, etc., (5) Mining Equipment Maintenance, or (6) HVAC pertaining to Commercial and Heavy Industrial Equipment (7) Auto Body Mechanic, qualifies the employees to bid on the first available Maintenance Mechanic "C" position posted. Qualifications shall prevail from among this group.
- (b) Successful completion of one approved advanced outside course and 2000 hours of on the job experience will qualify Maintenance Mechanic "C" employees to advance to the Maintenance Mechanic "B" classification.
- (c) Successful completion of one approved advanced outside course and 2000 hours of on the job experience qualify Maintenance Mechanic "B" employees to advance to the Maintenance Mechanic "A" classification.

- (d) Six thousand (6,000) hours of Maintenance Mechanic “A” experience will qualify the employee to advance to Senior Maintenance Mechanic.

Maintenance Mechanic Machinist

- (e) Two years of industrial maintenance experience qualifies the employee to bid on the first available Maintenance Mechanic Machinist “B” position posted. Qualifications shall prevail from among this group.
- (f) Four thousand hours of on the job experience will qualify the Maintenance Mechanic Machinist “B” employee to advance to the Maintenance Mechanic Machinist “A” classification.

Electrician

- (g) A state issued journeyman’s electrician license, and a minimum of two years industrial electrical experience qualifies the employees to bid on the first available Electrician “B” position posted. Qualifications shall prevail from among this group.
- (h) A state issued journeyman’s electricians license, competency in installing, troubleshooting, and maintaining motor controls, and 2000 hours of on the job experience as an Electrician “B” position qualifies the Electrician “B” employee to advance to an Electrician “A” position.

Electronic Technician “B”

- (j) Two years of industrial electrician experience and an Associate’s Degree in electronics technology, or completion of an approved correspondence course in electronic technology, or completion of an electronic technology training course from the Vocational Technical Center, and a commitment from the employee to acquire a state issued journeyman’s electrician’s license within 12 months of acceptance of the position (if a state issued journeyman’s electricians license is not possessed), qualifies the employee to bid on the first available Electronic Technician “B” position posted. Qualifications shall prevail from among this Group.

If an employee is hired from outside the Company to fill this position, they will be required to remain in the position for twelve

(12) months from their date of hire. Employees hired from outside the Company to fill this position who do not acquire a state issued journeyman's electrician license within twelve (12) months of their date of hire, will have their training agreement terminated (Section 13.4) and will subsequently be subject to termination of their employment.

Electronic Technician "A"

- (j) Successful completion of two approved training courses (Industrial Electronics, Circuit Analysis I, Circuit Analysis II, Transistors, Linear Circuits and Digital Circuits) and 2000 hours experience as an Electronics Technician "B" or equivalent qualifies the Electronics Technician "B" employee to advance to the Electronics Technician "A" position.

NOTE: The modification made to the two (2) paragraphs above i.e. (i) and (j), will not apply to Electronic Technicians employed prior to April 5, 1998.

Instrument & Control Technician

- (k) A certification from NICET, ISA or other approved certification for an Instrument Technician II, demonstrated competency in installation, maintenance, calibration and troubleshooting instrumentation, and 2000 hours of Electronic Technician "A" experience will qualify the employee to advance to Instrument and Control Technician. Qualifications will prevail from among this group.

Painter

- (l) One year of commercial or industrial experience which will include: (1) painting; (2) drywall; (3) tile work; (4) flooring experience or equivalent performed on buildings, qualifies the employee to bid on the first available Painter position posted. Qualifications shall prevail from among this group.

Senior Painter

- (m) One year of commercial or industrial experience which will include: (1) painting; (2) drywall; (3) tile work; (4) flooring experience or equivalent performed on buildings, and 4000 hours of on the job experience as a Painter qualifies the Painter to advance to the Senior Painter position.

Section 13.3

Rates of pay for these classifications shall be subject to the negotiated wage agreement.

Section 13.4

The employee who successfully bids on a Maintenance Mechanic "C" or Electronics Technician "B" Position establishing that they will take and pass the outside courses approved by the maintenance supervisor. If an employee enrolled in the outside courses, fails to pass the first course, the supervisor may permit the employee to repeat the course. If the employee fails to pass the same course a second time, the maintenance supervisor may require them to successfully complete another outside course, or may terminate the training agreement. All new employees in all maintenance/electricity type positions shall serve a probationary period of up to 90 calendar days.

Section 13.5

If the maintenance employee has not successfully completed his training requirements in the two years for the mechanic or electronic technician progression, or the one year for the electrician progression, they may have their training agreement terminated. Such employees will be required to maintain the lowest maintenance mechanic, electrician, or electronic technician position within the respective progression until they pass the required training, or they will be transferred to the position of the least senior employee in the plant.

Section 13.6

Maintenance, electrical, electronic, machinist, etc. type courses taken by an employee prior to entering the Maintenance Department will be given consideration for fulfilling the training requirements. To be considered, the courses must be a minimum of twenty-five hours or be offered in-house by the Employer.

ARTICLE XIV

UNION BULLETIN BOARDS

Section 14.1

The number of Union Bulletin Boards shall be consistent with the practice in effect on April 5, 1993. All notices proposed to be posted shall be signed by an officer of the union. In addition to the current bulletin boards in use on April 5, 1998, additional bulletin boards at Collins Ferry Road and Chestnut Ridge Road buildings shall be provided to the union for its use.

ARTICLE XV

OVERTIME PAY

Section 15.1

The Employer and the Union will cooperate to keep overtime work to a minimum. When overtime is considered necessary by the Employer, the opportunity to work such overtime shall be divided equally among employees who regularly perform such work. Records of overtime distribution shall be maintained by the Employer and shall be made available to Shop Stewards.

Section 15.2

- (a) The Employer will follow its long-standing practice of relying on volunteers to perform overtime work. However, it is understood that after exhausting the applicable provisions of Section 15.2(b) and failing to obtain sufficient employees when the Employer believes overtime is needed, it is understood that on such occasions the lack of volunteers may make it necessary to schedule individual employees for hours of work for efficient operations.

- (b) An overtime opportunity within any department shall first be offered to qualified employees who are low on the overtime list as follows:
- (i) First, employees on their bid in job and Seniors
 - (ii) Second, Utility Workers and Department Coordinators in the designated work area on that shift
 - (iii) Third, employees who perform the work on another shift including the Seniors, Utility Workers, and Department Coordinators (shift jumping will be permitted when limited or closed overtime is posted for a job classification or department)
 - (iv) Fourth, employees temporarily transferred to the job
 - (v) Fifth, employees in other jobs within the related work area
 - (vi) Sixth, employees in other jobs outside of the related work area
- (c) If the Employer still needs to staff Friday, Saturday or Sunday overtime due to an insufficient number of qualified volunteers, the qualified non-volunteer employees on that bid in job and Seniors who are lowest on the overtime record will be required to work the overtime as assigned by the Employer; provided, however, the Employer shall
- (i) Post overtime opportunities by Noon on the Tuesday preceding the day(s) that such overtime will be required;
 - (ii) Post a list of the affected employee(s) by Noon on the Thursday preceding the day(s) that such overtime will be required;
 - (iii) Not require any employee who has worked two hundred (200) hours of overtime in any calendar year, either required or voluntary, to work any additional overtime for the balance of that calendar year;

(iv) Permit each employee to refuse required overtime, no later than Noon on Wednesday preceding the day(s) that such overtime will be required, up to one (1) time per quarter without penalty. If an employee exercises his or her right to opt out of required overtime under this subparagraph, and would not have been required to work the overtime, the employee will retain his or her opt out for the quarter;

(v) Not require any employee to work such overtime under this subparagraph (c) more than two (2) days per month, eight (8) hours in any day, or on two (2) consecutive weekends, or on holiday weekends;

(vi) Not require any employee on a previously scheduled full vacation week or five or more consecutive day vacation that spans a weekend (e.g., Wed, Thurs, Fri, Mon, Tues) (whether consisting of vacation or personal days, or some combination of such days) to work the weekends prior or subsequent to their full vacation week or the weekend in between a consecutive five or more day vacation period; and

(vii) Permit affected employee(s) to find a qualified substitute regardless of shift for any such overtime under this subparagraph (c), and the employee who works the required overtime will be credited for performing the required overtime opportunity on that date with regard to (v), above.

Employees who fail or refuse to work such scheduled required overtime shall be subject to discipline under the Employer's attendance policy.

(d) Recognizing that business needs sometimes dictate overtime be worked, including meeting customer and government demands on short notice, the Employer and the Union will cooperate to assure that overtime needs are met consistent with this section.

Section 15.3

Except as otherwise allowed in Article 15, for overtime purposes, shift jumping is permissible only by mutual agreement of the Employer and the Union.

Section 15.4

With regard to voluntary overtime, employees who are offered overtime and refuse or who are off for any reason shall be charged on the overtime distribution records.

Section 15.5

In the event an employee enters into a classification he/she shall be placed in the overtime rotation, and given the highest number of hours of overtime in the classification. The employee shall then be rotated according to his/her seniority.

Section 15.6

For employees scheduled to work an eight (8) hour shift, time and one-half (1-1/2) shall be paid for all hours worked in excess of eight hours in any one day or forty hours in the work-week. Compensated and excused absences shall count towards time worked for calculating weekly overtime pay. Double time shall be paid for all hours worked on Sunday by employees on the following shifts: Week Day Shift (Section 7.6(a)(i)), and Tuesday-Saturday Shift (Section 7.6(a)(ii)).

However, employees working on the weekend shift as provided in Section 7.6(a)(iii) shall be paid straight time for all scheduled hours worked, including on Sunday, plus a four (4) hour premium to provide forty hours pay for thirty-six hours of work. Employees who fail to work thirty-six hours in a weekend will not be entitled to the four (4) hour premium. Compensated and excused absences shall count toward time worked regarding eligibility for the premium. Time and one-half (1-1/2) shall be paid to weekend shift employees for all hours

worked in excess of thirty-six hours in the work week. Double time shall be paid for all hours worked by a weekend shift employee on Thursday.

Section 15.7

There shall be no pyramiding of overtime or premium pay and nothing in this Agreement shall be construed to require the payment of overtime pay or premium pay more than once for the same hours worked. However, the higher applicable overtime or premium rate shall be paid.

Section 15.8

The Employer is not required to pay overtime for the time not worked except as specifically stated in the Agreement. The extent of any liability of the Employer in the event overtime should not be rotated as provided above is to furnish the next available equivalent amount of overtime to the employee.

Section 15.9

In the event the Employer does not furnish the next available overtime to an eligible employee, then the Employer shall offer such eligible employee an equivalent amount of overtime at the next earliest opportunity following the day in which the employee or his/her Steward notified the Supervisor of the improper distribution of overtime.

Section 15.10

Employees will receive a six dollar (\$6.00) meal allowance after working for a period of twelve (12) continuous hours. The payment of the meal allowance shall be included in the employee's next pay period following the period it was earned.

Section 15.11

Employees who sign-up for overtime are responsible for verifying by the end of their shift (by looking at the Overtime Posting Board) that the overtime for the next day has not been cancelled.

If an overtime opportunity is cancelled for the next day after employees have left the premises at the end of their shift for the day, the Employer is responsible for contacting the employees to inform them. The Employer will use the employee's contact information that is on file. Employees are responsible for keeping their contact information current per Article III Section 3.4.

If an employee is not at work, the employee is responsible for verifying that overtime has not been cancelled by the end of their shift the day prior to the overtime opportunity.

If an employee is not properly notified of a short notice cancellation and reports to work, they will be permitted to work the overtime. Short notice cancellation is defined as any overtime for the next day that has been cancelled after an employee has left the premises at the end of their regular scheduled work day.

Any employee who fails to report for scheduled voluntary overtime shall not be available for future voluntary overtime on the following basis:

- (a) 1st absence – Not eligible for the next voluntary overtime opportunity;
- (b) 2nd absence – Not eligible for the next eight (8) hours of voluntary overtime;
- (c) 3rd absence – Not eligible for voluntary overtime for one-hundred eighty (180) calendar days following the absence.

ARTICLE XVI

CALL-IN PAY

Section 16.1

Employees who are called in outside the scheduled shift will be eligible for call-in pay. Any employee called in shall receive no less than four (4) hours pay, as call-in pay, without regard to actual hours worked prior to the regularly scheduled shift and the employees' regular shift shall not be reduced.

Section 16.2

The Employer will maintain a list of current addresses and phone numbers of employees holding jobs likely to be called in outside their scheduled shift. The employees shall be responsible for insuring that current addresses and phone numbers are available to the Employer. Such lists will be used and exhausted consistent with the provisions of this Article.

Section 16.3

When an employee is required to report for work at a time earlier than his/her next scheduled shift, such hours of work are considered call-in.

Section 16.4

An employee called in for a job or jobs outside of his scheduled shift shall perform only the job or jobs for which he/she is called in.

ARTICLE XVII

WASH-UP TIME

Section 17.1

There shall be a five (5) minute wash up time in all departments prior to the end of each shift.

ARTICLE XVIII

BREAKS AND LUNCHES

Section 18.1

Employees working an eight (8) hour shift will be given one twenty-five (25) minute paid break prior to lunch and a thirty-five (35) minute lunch break of which twenty (20) minutes will be paid. An employee not working at least one (1) hour prior to his/her scheduled break will take his/her scheduled break, but not be paid for it.

Employees working a twelve (12) hour shift will be given seventy-five (75) minutes of paid break. An employee not working at least one (1) hour prior to his/her scheduled break will take his/her break, but not be paid for it.

Section 18.2

A thirty (30) minute paid break shall be given to employees who work at least four (4) hours overtime at the beginning or at the end of the shift.

A fifteen (15) minute paid break shall be given to employees who work at least two (2) hours overtime at the beginning or at the end of the shift.

Section 18.3

No paid break time will be given for overtime of less than two (2) hours duration except as provided for in Section 18.2 above. In this event, the paid wash-up time shall be taken at the end of the overtime shift.

Section 18.4

For overtime worked on Saturdays, Sundays or holidays, (i) employees working on eight (8) hour overtime shifts shall have two breaks, one of thirty (30) minutes and one of fifteen (15) minutes, which the employee and the Employer may agree to combine into a single forty-five (45) minute break; (ii) employees working six (6) hour shifts shall have one paid break of thirty (30) minutes in the middle of the shift; and (iii) employees working four (4) hour overtime shifts will be permitted to clock out fifteen (15) minutes early at the end of the overtime period which will be paid.

ARTICLE XIX

SHIFT DIFFERENTIAL

Section 19.1

Employees working on the second shift, third shift and weekend shifts shall receive a shift differential in addition to their regular pay rate of eighty-five (\$.85) cents per hour.

Section 19.2

The shift differential that is paid to the second, third or weekend shift employees shall be considered their regular rate of pay for purposes of hours paid but not worked.

ARTICLE XX

PERSONAL DAYS

Section 20.1

Employees shall accrue Personal Time at the rate of 1.54 hours each bi-weekly pay period of employment.

Section 20.2

Effective June 21, 2017, personal days are subject to a maximum accumulation of two-hundred (200) hours.

Section 20.3

Deleted

Section 20.4

No later than one hour prior to the start of an employee's shift, the employee may call the Employer and request personal time in increments of two (2), four (4), or eight (8) hours. One hour notice may be waived for serious and/or compelling reasons.

Employees on the weekend shift as provided by Section 7.4 may request personal time in two (2) or four (4) hour increments (the first two (2) or four (4) hours or the last two (2) or four (4) hours of the shift only), and must request personal time no later than one hour prior to the next increment.

Section 20.5

Personal days earned prior to April 16, 2007 and unused as of the signing of this agreement, may be taken, held, or paid-out at the option of the employee.

ARTICLE XXI

VACATIONS

Section 21.1

All employees covered by this Agreement will be eligible for vacation as set forth below. An employee's eligibility for vacation will be measured by continuous service with the Employer.

80 hours vacation after 1 year
120 hours vacation after 5 years
160 hours vacation after 10 years
200 hours vacation after 20 years
240 hours vacation after 30 years

Section 21.2

Employees shall receive vacation pay at their regular pay rate.

Section 21.3

Deleted

Section 21.4

In case of permanent severance of employment, the employee shall receive accumulated vacation pay to which he/she is entitled on the date of termination.

Section 21.5

When an employee's scheduled vacation includes one of the holidays provided in this Agreement, he/she shall receive his regular holiday pay for that day and an extra day's vacation with pay.

Section 21.6

Management recognizes the desire of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle them, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of employees.

- (a) By the Fifteenth (15th) day of January of each calendar year, Mylan will post not more than five (5) peak demand vacation weeks, and employees will have until one-hundred twenty (120) days before any such peak week to sign up for their preferred vacation time during those weeks, if any. The Employer and the Union will meet in advance to discuss additional steps, if any, to assure efficient operations during these peak periods.
- (b) For all other weeks other than the peak demand vacation weeks, and for up to one-half of an employee's annual vacation entitlement, the employee shall request such vacation on notice to the Employer as soon as practicable but in no event any later than either twenty-four (24) hours' notice or before the end of the employee's prior scheduled shift (provided that the Employer may accept shorter notice for serious and compelling reasons), and such requests shall be granted on a first come, first served basis. From the effective date of this Agreement, any remaining vacation entitlement subject to this twenty-four (24) hour notice provision, and any future vacation entitlement subject to this twenty-four (24) hour notice provision, shall remain subject to this twenty-four (24) hour notice provision. Recognizing that the Employer's scheduling affects production, Employees shall be encouraged by the Employer and the Union to notify the Employer as soon as practicable so as to minimize interference with scheduling. If more than thirty (30) percent of employees in a department on the same shift request vacation during the same day, the Employer may choose not to grant any requests above thirty (30) percent based on operational efficiencies, and notice will be provided to each affected employee as soon as practicable.
- (c) For the employee's remaining vacation time, and other than peak demand vacation weeks, employees shall request such

vacation on notice given to the Employer at least fourteen (14) days prior to the requested vacation time, and such requests shall be granted on a first come, first served basis. If more than thirty (30) percent of employees in a department on the same shift request vacation during the same day, the Employer may choose not to grant any requests above thirty (30) percent based on operational efficiencies. Employees will be informed whether their vacation under this section is approved not later than eleven (11) days prior to the scheduled vacation.

- (d) Vacation time must be utilized by eligible employees in not less than two (2) hour increments provided they are not utilized in the middle of a shift.
- (e) Vacation time must be taken on the approved day.
- (f) In the event a Plant shutdown scheduled for a peak week is cancelled by the Employer in accordance with Section 7.8 (f), subparagraph 21.6(a) will not apply to such week in that calendar year.

Section 21.7

Deleted

Section 21.8

In the event the employee takes a Leave of Absence in accordance with Article X, his/her vacation shall be pro-rated as follows: one-half (1/2) day for every fifteen (15) working days taken.

Section 21.9

Vacation reduction for medical leaves of absence will not be implemented during the first sixty (60) calendar days of such leave.

ARTICLE XXII

HOLIDAYS

Section 22.1

Holidays shall be observed as shown in Appendix C.

Section 22.2

The Employer maintains the following policy in regard to holidays:

- (a) For employees scheduled to work an eight (8) hour shift, eight (8) hours pay, computed at the employee's regular hourly rate shall be given to each employee although no work is performed for each of the designated holidays. For employees scheduled to work a twelve (12) hour shift, twelve (12) hours pay, computed at the employee's regular hourly rate shall be given to each employee although no work is performed for each of the designated holidays.
- (b) When an employee works a recognized holiday the employee will receive double time for hours worked plus holiday pay pursuant to Section 22.2(a) above.
- (c) Employees will receive an additional day off continuous with the vacation time when a holiday falls within that vacation period.

ARTICLE XXIII

DEATH IN FAMILY

Section 23.1

In case of death of a member of the immediate family of the employee, the employee shall be granted time off to attend the funeral. An employee shall receive his hourly rate of pay for regularly scheduled hours lost limited up to either twenty-four (24) hours or eight (8) hours pay for such time lost from work as set out hereafter.

The twenty-four (24) or eight (8) hour total may be taken at the time of death or at the time of the funeral. The twenty-four (24) hour total time may be taken for wife, husband, grandchildren, children, parents, sisters, brothers, parents-in-law, grandparents, step-children, stepparents, step-brothers and step-sisters of the employee.

Section 23.2

In case of death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents-in-law, great grandparents, or aunt or uncle, the employee shall be granted one (1) day off with pay at the time of death or to attend the funeral.

ARTICLE XXIV

WAGES

Section 24.1

Attached as Appendix "A" is a schedule of Wage Classifications and rates of pay for the duration of this Agreement. Classifications as set forth in Appendix "A" are those agreed to in the terms of this Agreement. Any changes to the wage rates for calendar year 2017 will be effective as of the first full pay period after the effective date of this Agreement. Any changes to the wage rates after calendar year 2017 will be effective as of the first full pay period after the anniversary date of this Agreement.

Subject to an employee's voluntary agreement in writing in a form to be provided by Employer, pay will be by direct deposit to the bank or other financial institution provided by an employee and an employee will receive a paperless paystub.

ARTICLE XXV

JURY DUTY

Section 25.1

Any employee who is absent from the plant because of jury duty shall be paid by the Employer the difference between his regular rate of pay and the fee paid for jury service, upon presentation of proper evidence as to jury service and the amount of compensation received.

ARTICLE XXVI

GROUP MEDICAL, VISION, AND LIFE INSURANCE

Section 26.1

Employees will be offered group medical and vision insurance at current coverage levels. Employees electing to participate shall contribute, via payroll deduction, \$9.00 per paycheck for individual coverage and \$18.00 per paycheck for family coverage toward the cost of coverage. Effective January 1, 2018, employees electing to participate shall contribute, via payroll deduction, \$15.00 per paycheck for individual coverage and \$30.00 per paycheck for family coverage toward the cost of coverage. The Employer may at its discretion change the group medical and vision insurance carrier at any time provided the benefit level of coverage is maintained.

Employees pay the full cost of medical coverage (excepting preventive medical services which are 100% covered), until the in-network deductible of \$300.00 for individual coverage and \$600.00 for family coverage are met.

The Employer may offer to employees an opportunity to participate in alternative group medical and vision insurance plans established and sponsored by the Employer upon notice to the Union. Participation in these plans shall be strictly voluntary.

Supplemental Insurance Benefits (Accident; Critical Illness; Life Insurance; Disability Insurance):

The Union has informed the Employer that it may offer to employees supplemental plans through an underwriter and administrator selected by the Union. These supplemental plans shall be strictly voluntary. The Employer shall permit a representative of such plans to come into its worksite once a year during designated enrollment periods agreed upon by the Employer and the Union. Employees who wish to purchase these supplemental benefits may do so at their own expense through payroll deductions. The Union shall provide an authorization form signed by an employee who wishes to participate in such supplemental plans in a manner that is reasonably acceptable to the Employer. Forms that cannot be processed will be returned to the Union for correction. The Employer shall have no responsibility with respect to such plans, including any responsibility for administration of such plans or reconciliation of payments under such plans. The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of actions taken or not taken by the Employer for the purpose of complying with any of the provisions of this subparagraph.

Section 26.2

If dependent coverage is available to the spouse of a Mylan employee through the spouse's employer, then the spouse must avail him/herself of that coverage. Failure to do so, or failure to maintain coverage, will render the spouse ineligible for coverage under the Mylan plan.

Section 26.3

At any time during the term hereof the Employer may at its option, provide the medical and hospitalization benefits required by this Agreement through a managed health care program or programs.

Section 26.4

Payments to non-managed health care providers will be limited to the fees charged by the managed provider, unless:

- (a) The services required are not available through the managed provider; or
- (b) Due to unexpected or emergency conditions the participant is not within the managed provider's service area.

Section 26.5

Eligible retirees and their spouses may receive Mylan manufactured drugs (except controlled drugs) at no cost to retiree. An eligible retiree is a former employee of the Employer who is not less than 60 years old with at least ten (10) years continuous service with the Employer at the time of retirement.

Section 26.6

Parents of employees may receive Mylan manufactured products (except controlled drugs) at no cost. Employee shall designate no more than two parents

Section 26.7

Maintenance prescription drugs:

Prescriptions for maintenance medication for all bargaining unit employees and their eligible dependents shall be filled by the onsite pharmacy unless one of the following exceptions applies:

- The onsite pharmacy is unable or unwilling to fill the prescription.
- The prescription is intended for a dosage duration of less than 30 days.
- It is the first prescription of a maintenance medication.

For purposes of this article “maintenance medication” is defined as a medication prescribed to (1) treat a chronic condition or (2) is intended to be used for an indefinite period of time.

Employees filling prescriptions at the onsite pharmacy will pay copayments consistent with the terms of the group medical insurance carrier.

Section 26.8

The Employer shall provide at no cost to the employee term life insurance in the amount of \$75,000 per employee. The employee may purchase additional life insurance equal to 1 to 5 times the employee’s earnings. Employees may also purchase dependent life insurance for spouse and child(ren) (see Appendix B for premium contributions).

ARTICLE XXVII

FLEXIBLE SPENDING ACCOUNTS

Section 27.1

Flexible Spending Accounts will be provided to all employees to pay for expenses such as medical premiums, deductibles, co- payments, and expenses related to dependent care on a pre-tax basis.

ARTICLE XXVIII

RETIREMENT PLAN

Section 28.1

- (a) All eligible employees will be enrolled in the 401(k) Plan. The Employer agrees to contribute, as a non-elective contribution, an hourly amount, as set forth in the following schedule, up to a maximum of 2200 hours that an eligible employee is

compensated in a calendar year. The contribution rate shall be based on an employee's attained age and complete years of service as of the first day of each calendar year, or if later the date the employee becomes a member in good standing with the Union. As of the first day of each calendar year, the contribution rate shall increase based on an employee's attained age and complete years of service, in accordance with the following schedule:

Per Hour Contribution Rate

Age + Service Points	4/22/17	4/22/18	4/22/19	4/22/20	4/22/21	4/22/22
Less than 29	1.35	1.45	1.55	1.65	1.75	1.85
30 to 39	1.55	1.65	1.75	1.85	1.95	2.05
40 to 49	1.80	1.90	2.00	2.10	2.20	2.30
50 to 59	2.00	2.10	2.20	2.30	2.40	2.50
60 to 69	2.20	2.30	2.40	2.50	2.60	2.70
70 or more	2.35	2.45	2.55	2.65	2.75	2.85

- (b) As of the effective date of this Agreement, the Employer will also make a matching contribution to the 401(k) Plan of \$1.00 for each dollar contributed by the employee, up to a maximum Employer matching contribution of \$1700 per calendar year for any such eligible employee.
- (c) Eligible Employees will become 100% vested in the non-elective contributions (provided in subparagraph (a)), as adjusted for investment gains and losses under the terms of the 401(k) program, after three (3) years of service, and service with the Employer prior to the effective date of this Agreement, shall be counted towards determining vesting. Any amounts forfeited may be used towards satisfying the Employer's contribution obligations.
- (d) Amounts contributed to the 401(k) program as non-elective contributions (provided in subparagraph (a)), shall be initially

invested in the target date fund that most closely corresponds to the employee's retirement age or an investment fund with substantially similar investment goals and risk profile as the 401(k) program may, from time to time, offer to participants as an investment choice. Eligible employees may subsequently invest such non-elective contributions, in other funds, as they may direct, which the 401(k) program may, from time to time offer to participants. The 401(k) program shall provide that eligible employees shall not be permitted to borrow against or withdraw, because of hardship or otherwise, the principal of or earnings on the non-elective contributions.

Section 28.2

Employer will pay administrative costs of the current pension plan effective the beginning of the new plan year following the effective date of this contract.

ARTICLE XXIX

NONDISCRIMINATION

Section 29.1

Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, and other similar constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitment, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, handicap or Vietnam Era Veteran.

Section 29.2

Any reference set forth here within to his, her, he, she, shall reference all employees.

ARTICLE XXX

SAVINGS CLAUSE

Section 30.1

All provisions of this Agreement shall be subject to any applicable law or any government regulation now or hereafter in effect.

ARTICLE XXXI

FULL AGREEMENT CLAUSE

Section 31.1

The parties agree that the terms and conditions set forth herein represent their full and complete understandings and contemplations whether or not specifically referred to during negotiations as to wages, hours, and working conditions and that neither party shall be legally obligated to negotiate further on any of the terms and conditions stated above or not set forth herein during the life of the Agreement, except those provided for herein or hereafter mutually agreed to in writing and properly executed by the parties.

ARTICLE XXXII

STRIKES AND LOCKOUTS

Section 32.1

The Employer agrees that so long as this Agreement is in effect, there shall be no lockouts.

Section 32.2

The Union and the employees it represents, agree that during the term of this Agreement, no strike will be authorized, caused, condoned, or participated in; and there shall be no slow-downs,

unauthorized work stoppages, suspensions of work, walk-outs or picketing. Employees violating this provision shall be subject to immediate discharge.

ARTICLE XXXIII

MANAGEMENT RIGHTS

Section 33.1

Except as herein explicitly limited by the express terms of this Agreement, the Employer exclusively has and retains all rights to manage its business and direct and control the working force, operations, production, property and means of conducting its business, whether therefore or hereafter exercised as long as it is not inconsistent with the provisions of this Agreement.

Section 33.2

Any claim that the Employer has exercised such rights in a manner inconsistent with the terms of the Agreement shall be subject to Article VI, Grievances and Arbitration, of this Agreement. All rights here enumerated or here or elsewhere retained which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively with the Employer and are not subject to the grievance and arbitration procedures under this Agreement.

Section 33.3

It is agreed that under the provisions of this Article, specific enumeration and illustration of the Employer's rights are unnecessary.

ARTICLE XXXIV

RETIREE PREMIUM CONTRIBUTION

Section 34.1

The Employer shall reimburse eligible retirees up to \$110.00 per month toward the cost of obtaining Medicare supplemental medical and hospitalization insurance, or participation in a managed health care program.

Section 34.2

An eligible retiree (except as modified below) is a former employee of the Employer who:

- (a) is not less than age 65 at the time his/her employment with the Employer is terminated,
- (b) has no less than 15 continuous years of service with the Employer at the time his/her employment is terminated, and
- (c) receiver is awarded Medicare coverage.

Section 34.3

The Employer shall not be required to pay the reimbursement provided for in this article unless the eligible retiree:

- (a) Provides the Employer with a copy of his/her policy or other proof of participation in a managed care program or supplemental medical coverage.
- (b) Provides the Employer with proof of payment reasonably acceptable to the Employer either every month or every six (6) months for such coverage or participation. (Reasonably acceptable proof of payment shall include cancelled checks made payable to the provider.)

- (c) Presents the proof of payment(s) and policy or certificate of participation within sixty (60) days of the date on which the payment to be made by the eligible retiree is due.

Section 34.4

In the event an employee of the Employer is awarded Medicare coverage prior to reaching age 65 and such award is the result of becoming totally and permanently disabled as determined by the Social Security Administration, then in such event he/she shall be an eligible retiree for purposes of this article upon reaching age 65 if he/she has 20 or more years continuous service with the Employer immediately preceding the termination of employment.

ARTICLE XXXV

DURATION AND MODIFICATION

Section 35.1

This Agreement shall become effective as of April 22, 2017, and shall remain in full force and effect until 11:59 p.m. on March 17, 2023. It shall continue thereafter from year to year unless at least 60 days and not more than 90 days prior to March 17, 2023, either party gives notice to the other in writing of its desire to terminate or amend this Agreement.

WITNESS OUR SIGNATURES, EFFECTIVE AS OF THE 22nd DAY OF APRIL, 2017

Employer

Mylan Pharmaceuticals Inc.

Union

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union and Local Union 8- 957, AFL-CIO

Scott Loomis, Head of Global Labor Relations

John Sylvester, Head of OSD Site Operations Morgantown

C. Brad Greathouse, Head of Human Relations, Operations, North America & Brazil

John Deiriggi, Head of Global Operations Support & North America OSD Operations

Lauren Goletz, Senior Director MPI Human Relations

Michael Bryce, Director Labor Relations

James Brunette, Senior Manager Employee & Labor Relations

Leo W. Gerard, International President

Stan Johnson, Int'l. Secretary Treasurer

Thomas Conway, Int'l. VP, Administration

Fred Redmond, Int'l. VP, Human Affairs

Ernest R. Thompson, Director, District 8

Stanley Biggus, Staff Representative

NEGOTIATING COMMITTEE, LU 8-957

Howard Martin, President, USW Local 8-957

Toby Spohn, Grievance Negotiation Committee

Gary Meleady, Grievance Negotiation Committee

Greg Gray, Grievance Negotiation Committee

Samuel Lipscomb, Vice President, USW Local 8-957

Dave Dusenberry, Grievance Negotiation Committee

Jonathan Wilson, Grievance Negotiation Committee

Appendices

Appendix A

Job Classification and Wage Rates

Class	Job Title	April 2017	April 2018	April 2019	April 2020	April 2021	April 2022
2	Packer	\$28.64	\$29.50	\$30.46	\$31.53	\$32.71	\$33.69
	Janitor						
	Inspector						
	Lab Service Technician						
	PAPR Cleaner						
3	Material Handler	\$29.00	\$29.87	\$30.84	\$31.92	\$33.12	\$34.11
	Sampler						
	Sr. Janitor						
4	Sorting Machine Operator						
	Packer Specialist						
	Slat Counter Operator	\$29.34	\$30.22	\$31.20	\$32.29	\$33.50	\$34.51
	Imprinter						
	Labeler Operator						
5	Label Control Clerk						
	SSTV Cleaner/Handler						
	Painter Helper						
	Utility Worker "A"	\$29.68	\$30.57	\$31.56	\$32.66	\$33.88	\$34.90
	AQL Technician						
6	QC Clerk						
	Label Reviewer						
	Department Clerk						
	Utility Worker "B"						
	Utility Worker "C"						
	Granulator	\$30.38	\$31.29	\$32.31	\$33.44	\$34.69	\$35.73
	Shipper/Receiver						
	Tablet Press Operator						
	Utility Worker "D"						
	Sr. AQL Technician						
	Line Coordinator						
7	Encapsulation Operator						
	Sr. Labeler Operator						
	Sr. Slat Counter Operator						
	Painter						
	Utility Worker "E"						
	Blender						
	Weigher						
	Warehouser						
	Labeling Coordinator						
	Compactor-Fitmill Operator						
	Coater A	\$30.73	\$31.65	\$32.68	\$33.82	\$35.09	\$36.14
Fluid Bed Operator							
Warehouse Coordinator							
Maintenance Mechanic "C"							
Maintenance Mechanic Machinist "B"							
Sr. Department Clerk							

8	Sr. Painter	\$31.08	\$32.01	\$33.05	\$34.21	\$35.49	\$36.55
	Sr. Compactor-Fitzmill Operator						
	Sr. Tablet Press Operator						
	Sr. Fluid Bed Operator						
	Sr. Weigher						
	Sr. Encapsulation Operator						
9	Department Coordinator	\$31.43	\$32.37	\$33.42	\$34.59	\$35.89	\$36.97
	Tool Room Attendant						
	Maintenance Mechanic "B"						
	Painter Coordinator						
	Truck Driver						
	Utility Worker "M"						
10	Electrician "B"	\$31.60	\$32.55	\$33.61	\$34.79	\$36.09	\$37.17
	Maintenance Mechanic "A"						
11	Maintenance Mechanic Machinist "A"	\$32.48	\$33.45	\$34.54	\$35.75	\$37.09	\$38.20
	Sr. Maintenance Mechanic						
12	Electronic Technician "B"	\$33.87	\$34.89	\$36.02	\$37.28	\$38.68	\$39.84
	Electrician "A"						
	Senior Maintenance Coordinator						
13	Electronic Technician "A"	\$35.60	\$36.67	\$37.86	\$39.19	\$40.66	\$41.88
14	Electrician Coordinator	\$35.77	\$36.84	\$38.04	\$39.37	\$40.85	\$42.08
15	Instrument & Control Technician	\$37.51	\$38.64	\$39.90	\$41.30	\$42.85	\$44.14

Note: Utility Worker M will be paid \$1.75 above the classification 9. Bid in High Potency Suite positions will receive a \$1.75 premium. All other classifications transferred into the High Potency Suite will receive a premium of \$1.75 for all hours worked in the High Potency Suite. Technical Premiums and Longevity will continue.

New Employee Wage Rate

Employees in pay grades two through ten hired on or after April 22, 2017 will be paid a New Employee Wage Rate of \$19.00 per hour. Upon becoming a member in good standing with the union, the Employee's wage rate will increase to 25% less than the Appendix A schedule for the job title to which the Employee is assigned. The Employee's wage rate will increase to the full Appendix A schedule for the job to which the employee is assigned fifteen (15) months after becoming a member in good standing with the union.

Employees in pay grades eleven and higher hired on or after April 22, 2017, will be paid 25% less than the Appendix A schedule for the job title to which the employee is assigned from their date of hire until fifteen (15) months after becoming a member in good standing with the union.

Employees in job classifications where the Technical Premium applies do not start earning credit toward their 2,000 hours until after they reach the full Appendix A rate.

Longevity Incentive Pay

Longevity incentive payment of a maximum of \$0.90 cents payable as follows: \$0.30 per hour to each employee who has remained in his/her job title or department for two or more years as of the effective date of the Agreement, and an additional \$0.30 per hour for each of the next two year periods thereafter in which the employee remains in his/her job title or department.

Technical Premium

Upon reaching 2,000 hours of on-the-job experience in their job classification, employees in the following job classifications (and Seniors in those classifications) will be paid at the immediate higher rate for hours worked in that classification: Tablet Press Operator; Encapsulation Operator; Fluid Bed Operator; Utility Worker C; Utility Worker D; Compactor/Fitzmill Operator; Granulator.

APPENDIX B

2017 Premium Contributions: Life and AD&D* Supplemental Life and AD&D

Supplemental Life and AD&D

Age Ranges	Supplemental Rate without AD&D Per \$1,000 of Coverage* <i>(Per bi-weekly pay)</i>	Supplemental Rate with AD&D Per \$1,000 of Coverage* <i>(Per bi-weekly pay)</i>
Through age 34	\$0.025	\$0.037
35-39	\$0.037	\$0.05
40-44	\$0.053	\$0.065
45-49	\$0.09	\$0.102
50-54	\$0.155	\$0.168
55-59	\$0.282	\$0.295
60-64	\$0.299	\$0.312
65-69	\$0.353	\$0.365
70-74	\$0.367	\$0.379
75 +	\$0.367	\$0.379

Calculate your Premium:

$$\frac{\text{Your Coverage Amount**}}{\text{Your Per Bi-Weekly Pay Rate}} \times \frac{\text{Your Per Bi-Weekly Pay Rate}}{\$1,000} = \text{Employee's Cost}$$

(From the table above)

*Rates are rounded to a tenth of \$0.01. Exact deductions may vary slightly.

Your base pay multiplied by the elected tier (1x, 2x, 3x, 4x or 5x)

Dependent Life

Plan Options	Employee Premium Contributions** (Per bi-weekly pay)
Child(ren) Options	
\$ 5,000 per child	\$0.106
\$10,000 per child	\$0.208
\$15,000 per child	\$0.314
Spousal Options	
\$10,000	\$1.435
\$25,000	\$3.531
\$50,000*	\$7.168
Family Options†	
\$10,000 Spousal \$ 5,000 per child	\$1.541
\$25,000 Spousal \$ 5,000 per child	\$3.637
\$25,000 Spousal \$10,000 per child	\$3.739
\$50,000 Spousal* \$ 5,000 per child	\$7.274
\$50,000 Spousal* \$10,000 per child	\$7.376
\$50,000 Spousal* \$15,000 per child	\$7.482

* A Personal Health Application is required for spousal coverage of \$50,000.

† Child(ren) coverage can not exceed 50% of spousal coverage if spousal coverage is elected.

** Rates are rounded to a tenth of \$0.01. Exact deductions may vary slightly.

***Rates subject to change based on medical underwriting and as determined by the Company's Insurance Carrier.**

APPENDIX C

HOLIDAY SCHEDULE

Weekday Shift (Monday – Friday)

Year One (April 22, 2017 – April 22, 2018)

Memorial Day.....	5/29/2017 (Monday)
Independence Day....	7/3/2017 (Monday) and 7/4/2017 (Tuesday)
Labor Day.....	9/4/2017 (Monday)
Thanksgiving.....	11/23/2017 (Thursday) and 11/24/2017 (Friday)
Christmas.....	12/25/2017 (Monday) and 12/26/2017 (Tuesday)
New Year's Day.....	1/1/2018 (Monday) and 1/2/2018 (Tuesday)
Good Friday.....	3/30/2018 (Friday)

Year Two (April 22, 2018 – April 22, 2019)

Memorial Day.....	5/28/2018 (Monday)
Independence Day....	7/4/2018 (Wednesday) and 7/5/2018 (Thursday)
Labor Day.....	9/3/2018 (Monday)
Thanksgiving.....	11/22/2018 (Thursday) and 11/23/2018 (Friday)
Christmas.....	12/24/2018 (Monday) and 12/25/2018 (Tuesday)
New Year's Eve.....	12/31/2018 (Monday)
New Year's Day.....	1/1/2019 (Tuesday)
Good Friday.....	4/19/2019 (Friday)

Year Three (April 22, 2019 – April 22, 2020)

Memorial Day.....	5/27/2019 (Monday)
Independence Day....	7/4/2019 (Thursday) and 7/5/2019 (Friday)
Labor Day.....	9/2/2019 (Monday)
Thanksgiving.....	11/28/2019 (Thursday) and 11/29/2019 (Friday)
Christmas Eve.....	12/23/2019 (Monday) and 12/24/2019 (Tuesday)
Christmas.....	12/25/2019 (Wednesday)
New Year's Day.....	1/1/2020 (Wednesday)
Good Friday.....	4/10/2020 (Friday)

Year Four (April 22, 2020 - April 21, 2021)

Memorial Day.....5/25/2020 (Monday)
Independence Day...7/2/2020 (Thursday) and 7/3/2020 (Friday)
Labor Day.....9/7/2020 (Monday)
Thanksgiving.....11/26/2020 (Thursday) and 11/27/2020 (Friday)
Christmas.....12/24/2020 (Thursday) and 12/25/20/20 (Friday)
New Year's Eve.....12/31/2020 (Thursday)
New Year's Day.....1/1/2021 (Friday)
Good Friday.....4/2/2021 (Friday)

Year Five (April 22, 2021 - April 21, 2022)

Memorial Day.....5/31/2021 (Monday)
Independence Day...7/5/2021 (Monday) and 7/6/2021 (Tuesday)
Labor Day.....9/3/2021 (Friday) and 9/6/2021 (Monday)
Thanksgiving.....11/25/2021 (Thursday) and 11/26/2021 (Friday)
Christmas.....12/24/2021 (Friday) and 12/27/2021 (Monday)
New Year's Eve.....12/31/2021 (Friday)
Good Friday.....4/15/2022 (Friday)

Year Six (April 22, 2022 - March 17, 2023)

Memorial Day.....5/30/2022 (Monday) and 5/31/2022 (Tuesday)
Independence Day...7/4/2022 (Monday) and 7/5/2022 (Tuesday)
Labor Day.....9/2/2022 (Friday) and 9/5/2022 (Monday)
Thanksgiving.....11/24/2022 (Thursday) and 11/25/2022 (Friday)
Christmas.....12/26/2022 (Monday) and 12/27/2022 (Tuesday)
New Year's Day.....1/2/2023 (Monday)

Tuesday – Saturday Shift

Year One (April 22, 2017 - April 21, 2018)

Memorial Day.....5/30/2017 (Tuesday)
Independence Day...7/4/2017 (Tuesday) and 7/5/2017 (Wednesday)
Labor Day.....9/5/2017 (Tuesday)
Thanksgiving.....11/23/2017 (Thursday) and 11/24/2017 (Friday)
Christmas.....12/26/2017 (Tuesday) and 12/27/2017 (Wednesday)
New Year's Day.....1/2/2018 (Tuesday) and 1/3/2018 (Wednesday)
Good Friday.....3/30/2018 (Friday)

Year Two (April 22, 2018 - April 21, 2019)

Memorial Day.....5/29/2018 (Tuesday)
Independence Day....7/4/2018 (Wednesday) and 7/5/2018 (Thursday)
Labor Day.....9/4/2018 (Tuesday)
Thanksgiving.....11/22/2018 (Thursday) and 11/23/2018 (Friday)
Christmas.....12/25/2018 (Tuesday) and 12/26/2018 (Wednesday)
New Year's Day.....1/1/2019 (Tuesday) and 1/2/2019 (Wednesday)
Good Friday.....4/19/2019 (Friday)

Year Three (April 22, 2019 - April 21, 2020)

Memorial Day.....5/28/2019 (Tuesday)
Independence Day....7/4/2019 (Thursday) and 7/5/2019 (Friday)
Labor Day.....9/3/2019 (Tuesday)
Thanksgiving.....11/28/2019 (Thursday) and 11/29/2019 (Friday)
Christmas.....12/24/2019 (Tuesday) and 12/25/2019 (Wednesday)
New Year's Eve.....12/31/2019 (Tuesday)
New Year's Day.....1/1/2020 (Wednesday)
Good Friday.....4/10/2020 (Friday)

Year Four (April 22, 2020 - April 21, 2021)

Memorial Day.....5/26/2020 (Tuesday)
Independence Day....7/3/2020 (Friday) and 7/4/2020 (Saturday)
Labor Day.....9/8/2020 (Tuesday)
Thanksgiving.....11/26/2020 (Thursday) and 11/27/2020 (Friday)
Christmas.....12/24/2020 (Thursday) and 12/25/2020 (Friday)
New Year's Eve.....12/31/2020 (Thursday)
New Year's Day.....1/1/2021 (Friday)
Good Friday.....4/2/2021 (Friday)

Year Five (April 22, 2021 - April 21, 2022)

Memorial Day.....6/1/2021 (Tuesday)
Independence Day....7/3/2021 (Saturday) and 7/6/2021 (Tuesday)
Labor Day.....9/7/2021 (Tuesday)
Thanksgiving.....11/25/2021 (Thursday) and 11/26/2021 (Friday)
Christmas.....12/24/2021 (Friday) 12/25/2021 (Saturday)
New Year's Eve.....12/31/2021 (Friday)
New Year's Day.....1/1/2022 (Saturday)
Good Friday.....4/15/2022 (Friday)

Year Six (April 22, 2022 - March 17, 2023)

Memorial Day.....5/31/2022 (Tuesday) and 6/1/2022 (Wednesday)
Independence Day....7/5/2022 (Tuesday) and 7/6/2022 (Wednesday)
Labor Day.....9/2/2022 (Friday) and 9/3/2022 (Saturday)
Thanksgiving.....11/24/2022 (Thursday) and 11/25/2022 (Friday)
Christmas.....12/27/2022 (Tuesday) 12/28/2022 (Wednesday)
New Year's Eve.....12/31/2022 (Saturday)

Weekend Shift (Friday-Sunday)

Year One (April 22, 2017 - April 21, 2018)

Memorial Day.....5/28/2017 (Sunday)
Independence Day...7/2/2017 (Sunday)
Labor Day.....9/3/2017 (Sunday)
Thanksgiving.....11/24/2017 (Friday)
Christmas.....12/23/2017 (Saturday) and 12/24/2017 (Sunday)
New Year's Eve.....12/31/2017 (Sunday)
Easter.....4/1/2018 (Sunday) to include 3rd shift

Year Two (April 22, 2018 - April 21, 2019)

Memorial Day.....5/27/2018 (Sunday)
Independence Day...7/6/2018 (Friday)
Labor Day.....9/2/2018 (Sunday)
Thanksgiving.....11/23/2018 (Friday)
Christmas.....12/22/2018 (Saturday) and 12/23/2018 (Sunday)
New Year's Eve.....12/30/2018 (Sunday)
Easter.....4/21/2019 (Sunday) to include 3rd shift

Year Three (April 22, 2019 - April 21, 2020)

Memorial Day.....5/26/2019 (Sunday)
Independence Day...7/5/2019 (Friday) and 7/6/2019 (Saturday)
Labor Day.....9/1/2019 (Sunday)
Thanksgiving.....11/29/2019 (Friday)
Christmas.....12/21/2019 (Saturday) and 12/22/2019 (Sunday)
Easter.....4/12/2020 (Sunday) to include 3rd shift

Year Four (April 22, 2020 - April 21, 2021)

Memorial Day.....5/24/2020 (Sunday)
Independence Day...7/3/2020 (Friday) and 7/4/2020 (Saturday)
Thanksgiving.....11/27/2020 (Friday)
Christmas.....12/25/2020 (Friday) and 12/26/2020 (Saturday)
New Year's Day.....1/1/2021 (Friday)
Easter.....4/4/2021 (Sunday) to include 3rd shift

Year Five (April 22, 2021 - April 21, 2022)

Independence Day...7/4/2021 (Sunday)
Labor Day.....9/5/2021 (Sunday)
Thanksgiving.....11/26/2021 (Friday)
Christmas.....12/24/2021 (Friday) and 12/25/2021 (Saturday)
New Year's Eve.....12/31/2021 (Friday)
New Year's Day.....1/1/2022 (Saturday)
Easter.....4/17/2022 (Sunday) to include 3rd shift

Year Six (April 22, 2022 - March 17, 2023)

Memorial Day.....5/29/2022 (Sunday)
Independence Day...7/3/2022 (Sunday)
Labor Day.....9/4/2022 (Sunday)
Thanksgiving.....11/25/2022 (Friday)
Christmas.....12/24/2022 (Saturday) and 12/25/2022 (Sunday)
New Year's Eve.....12/31/2022 (Saturday)
New Year's Day.....1/1/2023 (Sunday)

Weekend Shift (Saturday – Monday)

Year One (April 22, 2017 - April 21, 2018)

Memorial Day.....5/29/2017 (Monday)
Independence Day...7/3/2017 (Monday)
Labor Day.....9/4/2017 (Monday)
Christmas.....12/24/2017 (Sunday) and 12/25/2017 (Monday)
New Year's Day.....12/31/2017 (Sunday) and 1/1/2018 (Monday)
Easter.....4/1/2018 (Sunday)

Year Two (April 22, 2018 - April 21, 2019)

Memorial Day.....5/28/2018 (Monday)
Independence Day...7/2/2018 (Monday)
Labor Day.....9/3/2018 (Monday)
Thanksgiving.....11/24/2018 (Saturday)
Christmas.....12/23/2018 (Sunday) and 12/24/2018 (Monday)
New Year's Eve.....12/31/2018 (Monday)
Easter.....4/21/2019 (Sunday)

Year Three (April 22, 2019 - April 21, 2020)

Memorial Day.....5/27/2019 (Monday)
Independence Day...7/6/2019 (Saturday) and 7/7/2019 (Sunday)
Labor Day.....9/2/2019 (Monday)
Thanksgiving.....11/30/2019 (Saturday)
Christmas.....12/22/2019 (Sunday) and 12/23/2019 (Monday)
Easter.....4/12/2020 (Sunday)

Year Four (April 22, 2020 - April 21, 2021)

Memorial Day.....5/25/2020 (Monday)
Independence Day...7/4/2020 (Saturday) and 7/5/2020 (Sunday)
Labor Day.....9/7/2020 (Monday)
Thanksgiving.....11/28/2020 (Saturday)
Christmas.....12/26/2020 (Saturday)
New Year's Day.....1/2/2021 (Saturday)
Easter.....4/4/2021 (Sunday)

Year Five (April 22, 2021 - April 21, 2022)

Memorial Day.....5/31/2021 (Monday)
Independence Day...7/4/2021 (Sunday) and 7/5/2021 (Monday)
Labor Day.....9/6/2021 (Monday)
Christmas.....12/25/2021 (Saturday) and 12/26/2021 (Sunday)
New Year's Day.....1/1/2022 (Saturday)
Easter.....4/17/2022 (Sunday)

Year Six (April 22, 2022 - March 17, 2023)

Memorial Day.....5/30/2022 (Monday)
Independence Day...7/4/2022 (Monday)
Labor Day.....9/5/2022 (Monday)
Thanksgiving.....11/26/2022 (Saturday)
Christmas.....12/24/2022 (Saturday) and 12/25/2022 (Sunday)
New Year's Eve.....12/31/2022 (Saturday)
New Year's Day.....1/1/2023 (Sunday)

APPENDIX D

DEPARTMENT AND JOB LISTINGS

AQL PACKAGING	ENCAPSULATION
Utility Worker "B"	Encapsulation Operator
Q. C. Clerk	Senior Encapsulation Operator
AQL Technician	Tool Room Attendant
Sr. AQL Technician	Department Coordinator
Department Coordinator	

AQL PRODUCTION	GRANULATION
Lab Service Technician	Material Handler
AQL Technician	Compactor Fitzmill Operator
Utility Worker "B"	Granulator
Sr. AQL Technician	Utility Worker "D"
Department Coordinator	Blender
	Fluid Bed Operator
	Sr. Fluid Bed Operator
	Sr. Compactor Fitzmill Operator
	Department Coordinator – Granulation/Blending
	Department Coordinator – Granulation/Compacting
	Department Coordinator – Fluid Bed
	Department Coordinator – Granulation/Blending Building

COATING	INSPECTION
Coater "A"	Inspector
Department Coordinator	Sorting Machine Operator
	Imprinter
	Department Coordinator

COMPRESSING	JANITORIAL
SSTV Cleaner/Handler	Janitor
Tool Room Attendant	Senior Janitor
Tablet Press Operator	
Sr. Tablet Press Operator	
Department Coordinator	

LABEL CONTROL	SAMPLING
Label Control Clerk	Sampler
Label Reviewer	Utility Worker "B"
Labeling Coordinator	Department Coordinator

MAINTENANCE	SHIPPING, RECEIVING, WAREHOUSE
Painter Helper	Shipper/Receiver
PAPR Cleaner	Utility Worker "E"
Department Clerk	Warehouser
Utility Worker "C"	Warehouse Coordinator
Painter	Truck Driver
Sr. Painter	Department Coordinator
Maintenance Mechanic "C"	
Maintenance Mechanic Machinist "B"	
Senior Department Clerk	
Maintenance Mechanic "B"	
Electrician "B"	
Maintenance Mechanic "A"	
Maintenance Mechanic Machinist "A"	
Electrician "A"	
Senior Maintenance Mechanic	
Senior Maintenance Coordinator	
Electronic Technician "B"	
Electronic Technician "A"	
Electrician Coordinator	
Instrument & Control Technician	
Department Coordinator - Painter	

PACKAGING	WEIGHING
Packer	Weigher
Packer Specialist	Senior Weigher
Slat Counter Operator	Department Coordinator
Labeler Operator	
Utility Worker "A"	
Line Coordinator	
Senior Labeler Operator	
Senior Slat Counter Operator	
Department Coordinator	Utility Worker M's fall under their respective home department

APPENDIX E

JOINT TRAINING COMMITTEE

The Employer has established comprehensive training programs. The Union and the Employer agree that continuous improvement of such training programs is beneficial to employees and the Company. This includes improvements in training simplification, effectiveness and ensuring that employees are fully trained in a timely fashion in all aspects of their current job classification. The Committee shall review employee training content and sign off procedures.

To that end, the Employer shall recognize a joint Labor-Management Training Committee consisting of four (4) representatives selected by the Union and an equal number selected by the Employer. The Union and the Employer shall each designate one of its representatives as their respective Chairperson.

The Committee shall hold meetings once each month, at a regularly scheduled time and place, for the purpose of reviewing and discussing training program schedules and progress, as well as receiving input regarding program enhancements and issue resolution. The Committee will also make itself available to receive reports from employees who believe they have received insufficient training and make recommendations to management if appropriate.

All matters considered and handled by the Committee shall be reduced to writing and joint minutes of all Committee meetings shall be made and maintained. Union Committee members shall be compensated at their regular rate for time spent in Committee meetings.

APPENDIX F

Reliability and Service Excellence Awards

1. Perfect Attendance Award

Any employee who maintains perfect attendance, as defined and administered in the past by the Employer, shall receive the following: (i) those employees who maintain perfect attendance for an entire quarter shall receive an award of \$200 (less applicable deductions), which will be paid by the second pay period following the end of the quarter; and (ii) those employees who maintain perfect attendance for the entire four (4) quarters shall receive an additional award of \$700.00 (less applicable deductions), which will be paid by the third pay period of the new year. Provided, however, that an employee is not eligible to receive a quarterly award in any quarter in which they failed to report for any scheduled overtime (whether voluntary or required).

2. No Discipline Award

Through December 31, 2017, employees who, as of December 31st, have no active disciplinary notices on their record will receive an additional award of \$500.00 (less applicable deductions), which shall be paid by the third pay period of the new year.

3. Overtime Award

Through December 31, 2017, employees who, as of December 31st work at least 200 hours of overtime will receive an additional award of \$500.00 (less applicable deductions), which shall be paid by the third pay period of the new year.

4. Site Performance Award

Effective January 1, 2018, and for the duration of this Agreement, employees will be eligible for bonus up to \$2,000.00 for each calendar year that the Morgantown plant is not subject to either of the following regulatory actions for any reason:

- Warning letter from the FDA; or
- Official Action Indicated (OAI) precluding the Morgantown plant from (i) obtaining new product approvals or launching new products; or (ii) shipping products.

In any year where either or both of the above issue, a pro rata bonus will be paid for the period before the date of issue of the Warning Letter or OAI or for the period after the Warning Letter or OAI is cleared. During the period the Warning Letter or OAI applies to the Morgantown plant, there shall be no bonus eligibility. The bonus will be paid by December 15th of each year.

APPENDIX G

Consistency: Clock In/Clock Out, Overtime, and Breaks

Given the size and complexity of the Morgantown Plant, it is mutually beneficial for the Employer and the Union to continue to improve upon consistency, coordination, and efficiency regarding clock in/clock out processes, overtime sign up procedures and overall break scheduling. To that end, the Employer and Union agree to work together to improve on these items to better support employees and the business.