



Cornell University
ILR School

BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements (for a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Merck and Company, Inc. and Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE), AFL-CIO-CLC Local 2-0086 (2004)**

K#: **1645**

Employer Name: **Merck and Company, Inc.**

Location: **NJ Rahway**

Union: **Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE)**

Local: **2-0086**

SIC: **2834**

NAICS: **325412**

Sector: **P**

Number of Workers: **1600**

Effective Date: **05/01/04**

Expiration Date: **04/30/07**

Number of Pages: **180**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

1645
1,600 ee

AGREEMENT
between

MERCK & CO., INC.
and
LOCAL 2-0086

**PAPER, ALLIED-
INDUSTRIAL CHEMICAL
AND ENERGY WORKERS
INTERNATIONAL,
AFL-CIO, CLC**



May, 2004



5/1/04 - 4/30/05
150 pages

2 0 0 5

February

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

January

S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

5 0 0 2

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

2 0 0 6

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

9 0 0 2

TABLE OF CONTENTS

	PAGE
ARTICLE 1	RECOGNITION 1
ARTICLE 2	EMPLOYEE INVOLVEMENT 2
ARTICLE 3	GROUP LIFE INSURANCE 2
	3.1. Eligibility..... 3
	3.2. Benefits..... 3
	3.3. Contributions..... 3
	3.4. Retirement Coverage..... 3
	3.4-1. Normal Retirement..... 3
	3.4-2. Early Retirement..... 4
	3.4-3. Retirement After Normal Retirement Date... 4
	3.5. Disability Options..... 5
	3.5-1. Before Age 60..... 5
	3.5-2. At Or After Age 60, And Before Age 65..... 5
	3.6. Absence Because Of Labor Disputes..... 5
	3.7. Leave of Absence For Union Business..... 6
	3.8. Living Benefit Option..... 6
ARTICLE 4	RETIREMENT AND PENSION BENEFITS 6
	4.1. Eligibility..... 7
	4.2. Contributions and Retirement Income..... 8
	4.3. Minimum Retirement Allowance..... 8
	4.4. Retirement Date..... 10
	4.5. Rights On Termination of Employment..... 10
	4.6. Retirement Income Options..... 11
	4.7. Funding Medium..... 13
	4.8. Contributions..... 13
	4.9. Leave Of Absence..... 13
	4.10. Pre-Retirement Spouse's Benefit..... 14
	4.11. Unmarried Participant's Death Benefit..... 14
	4.12. Adjustment For Retirees..... 15
	4.13. Miscellaneous..... 15
	4.14. Wearaway Pension Enhancements..... 15
	4.14-1. 2004 Enhancement..... 15
	4.14-2. 2001 Enhancement..... 16
ARTICLE 5	SEPARATION BENEFIT ALLOWANCE PLAN 17
	5.1 Separation Benefit Allowance For Employees Hired After March 1, 1958..... 17
	5.2 Net Separation Benefit Allowance..... 18

TABLE OF CONTENTS, CONT.

		PAGE
ARTICLE 5	5.3 Effect Of Recall On Separation Benefit Allowance.....	18
	5.4 Separation Benefit Allowance For Employees Hired Prior to March 1, 1958.....	19
ARTICLE 6	COMPREHENSIVE HEALTH INSURANCE PLAN	20
	6.1 Coverage, Contributions and Administration.....	20
	6.2 Retirement Coverage.....	21
	6.3 Surviving Spouse and Dependent Coverage.....	21
	6.4 Cancer Coverage.....	22
	6.5 Adoption Assistance.....	23
ARTICLE 7	EMPLOYEE DENTAL INSURANCE PLAN	24
ARTICLE 8	EMPLOYEE STOCK PURCHASE & SAVINGS PLAN	27
ARTICLE 9	HOLIDAYS	29
ARTICLE 10	VACATIONS	31
	10.1 Definition.....	31
	10.2. Eligibility.....	32
	10.3. Vacation Pay on Layoff or Termination.....	33
	10.4. Rate Of Vacation Pay.....	33
	10.5. Time Of Vacation.....	34
	10.6. Recall From Vacation.....	35
	10.7. Hospitalization or Illness During Vacation.....	35
	10.8. Vacations Not Accumulative.....	36
	10.9. Computation of Vacation Credits.....	36
	10.10. Vacation Credit Upon Reemployment.....	37
ARTICLE 11	LEAVES OF ABSENCE	37
	11.1. Leaves Of Absence Without Pay.....	37
	11.1-1. Personal Reasons.....	37
	11.1-2. Union Convention Attendance.....	37
	11.1-3. Other Union Business.....	37
	11.1-4. Maternity And/Or Childcare Leave.....	38
	11.1-5. Return From Leave Of Absence.....	39
	11.1-6. Family and Medical Leave Act.....	39
	11.2. Leaves Of Absence With Pay.....	39
	11.2-1. Jury Duty.....	39
	11.2-2. Court Appearance.....	39
	11.2-3. Annual Military Encampment Or Cruise... ..	40

TABLE OF CONTENTS, CONT.

PAGE

ARTICLE 11	11.2-4. Death In Family.....	40
	11.2-5. In The Event Of Layoff.....	41
ARTICLE 12	GRIEVANCE PROCEDURE	41
	12.1-1. First Step.....	41
	12.1-2. Second Step.....	41
	12.1-3. Third Step.....	42
	12.1-4. Fourth Step.....	42
ARTICLE 13	UNION SECURITY	45
ARTICLE 14	CHECK-OFF OF UNION DUES	45
	14.1. Check-Off.....	45
	14.2. Written Authorization for Check-Off.....	46
	14.3. Transmittal of Dues.....	46
	14.4. Protection of Company Against Claims by Employees.....	47
ARTICLE 15	SUBCONTRACTING	47
ARTICLE 16	NO STRIKE NO LOCKOUT	47
ARTICLE 17	NONDISCRIMINATION	47
ARTICLE 18	WAGE ADJUSTMENT	48
ARTICLE 19	COST OF LIVING	48
ARTICLE 20	LONG-TERM DISABILITY	50
ARTICLE 21	UNION-COMPANY RELATIONS	52
	21.1. No Union Solicitation of Supervisors.....	52
	21.2. Work Done By Excluded Personnel.....	52
	21.3. No Coercion of Employees Nor Interference With Production.....	52
	21.4. No Discrimination For Union Activity.....	53
	21.5. Company's Rules And Regulations.....	53
	21.6. Union Orientation.....	53
ARTICLE 22	WORKING HOURS	54
	22.1. No Guarantee of Hours.....	54
	22.2. Normal Work Week	54
	22.3. Definition of Work Week.....	54
	22.4. Overtime.....	55
	22.4-1. Allocation Procedures.....	55
	22.4-2. New Hires Or Transfers.....	55
	22.4-3. Unscheduled Overtime.....	56

TABLE OF CONTENTS, CONT.

	PAGE
ARTICLE 22	
22.4-4. Vacation And Overtime Eligibility.....	56
22.4-5. Premium Pay For Overtime.....	57
22.4-6. Notice Of Overtime Work.....	57
22.4-7. Distribution Of Overtime Work.....	57
22.4-8. Single Day Vacation/Personal Day Overtime.....	58
22.4-9. No Reduction In WorkWeek Because Of Overtime.....	58
22.4-10. Layoff Overtime.....	59
22.5. Report-In-Pay.....	59
22.6. Pay For Incomplete Day's Work.....	59
22.7. 16-Hour Rule.....	59
22.8. Pay For Unscheduled Emergency Work.....	60
22.9. Shift Premium.....	60
22.10. Rest Periods.....	60
22.11. Lunch Periods.....	61
22.12. Overtime Lunch Periods.....	61
22.13. Pay For Scheduled Sixth And Seventh Days And Holidays.....	61
22.14. Premium Pay For Sixth And Seventh Days.....	61
22.15. Regularly Scheduled Work Week Defined.....	62
22.16. Premium Pay For Work Performed On Saturday.....	62
22.17. Premium Pay For Work Performed On Sunday.....	62
22.18. No Pyramiding of Premium or Overtime Rates.....	63
ARTICLE 23 SENIORITY.....	63
23.1. Definition of Seniority.....	63
23.1-1. Company Seniority.....	64
23.1-2. Seniority Of Union Representatives.....	64
23.1-3. Accumulation Of Company Seniority While Out Of Bargaining Unit.....	64
23.2. Probationary Period.....	65
23.3. Job Posting.....	65
23.4. Promotion.....	66

TABLE OF CONTENTS, CONT.

		PAGE
ARTICLE 23	23.5. Job Selection.....	68
	23.5-1. Job Interviews.....	68
	23.5-2. Job Acceptance.....	68
	23.6. Notice Of Layoff.....	72
	23.6-1. Temporary Layoff Procedure.....	72
	23.6-2. Non-Temporary Layoff Procedure.....	73
	23.7. Transfers.....	74
	23.7-1. Transfer To Lower Grade.....	74
	23.7-2. Transfer Of Regular Employees.....	74
	23.8. Rehiring Procedure.....	75
	23.8-1. Employee's Option.....	75
	23.8-2. Rehiring In Order Of Company Seniority..	76
	23.8-3. Notification Of Regular Job Classification.	76
	23.8-4. Notice Of Recall.....	77
	23.9. Loss of Seniority.....	77
	23.10. Military Service.....	78
	23.11. Seniority Lists.....	78
ARTICLE 24	UNION REPRESENTATIVES	79
	24.1. Number Of Union Representatives.....	79
	24.2. Plant Committee.....	79
	24.3. List Of Union Representatives.....	79
	24.4. Time Off For Handling Grievances.....	79
	24.5. Leaving Work Area.....	79
	24.6. Third Step Meetings.....	80
	24.7. Grievances For Discharge of Employment.....	80
ARTICLE 25	WAGES	80
	25.1. Wage Schedules.....	80
	25.2. Labor Grade For New or Changed Job.....	81
	25.3. No Reduction In Rate.....	81
	25.4. Classification Subject To Grievance.....	81
	25.5. Temporary Transfers.....	82
	25.6. Permanent Transfer.....	82
	25.7. Rate Retention.....	82
	25.8. Transfer Of Employees With Personalized Rates.	83
ARTICLE 26	SENIORITY	83
	26.1. Layoff While Ill or On Maternity/Childcare Leave.....	83

TABLE OF CONTENTS, CONT.

PAGE

ARTICLE 26	26.2. Temporary Transfer Due To Authorized Absence.....	84
ARTICLE 27	SAFETY AND HEALTH	84
	27.1. Cooperation.....	84
	27.2. Medical Service.....	85
	27.3. Immunization.....	85
	27.4. Protection of Employees.....	85
	27.5. Notification.....	85
ARTICLE 28	BULLETIN BOARDS	85
	28.1 Space Provided For Union.....	85
ARTICLE 29	FUNCTIONS OF MANAGEMENT	86
ARTICLE 30	WORK UNIFORMS	86
	30.1. Articles Furnished By Company.....	86
	30.2. Allowance For Clothing Changes.....	86
	30.3. Safety Shoes.....	86
	30.4. Safety Glasses.....	86
ARTICLE 31	PAID ABSENCES	87
	31.1. Non-Compensable Absences.....	87
	31.1-2. Schedule Of Benefits.....	87
	31.1-3. Additional Eligibility Requirements.....	88
	31.1-4. Benefits Not Accumulative.....	89
	31.1-5. Forfeiture Of Benefits.....	89
	31.1-6. Sick Pay And Overtime Pay.....	89
	31.1-7. Part Time Absences.....	90
	31.1-8. Calculation Of Absences.....	90
	31.2. Compensable Cases.....	90
	31.2-2. Additional Eligibility Requirements.....	91
	31.2-3. Benefits Not Accumulative.....	91
	31.2-4. Increased Benefits.....	91
	31.2-5. Forfeiture Of Benefits.....	91
	31.2-6. Illness Or Injury While At Work.....	92
	31.2-7. Sick Pay And Overtime Pay.....	92
	31.2-8. Company Reservations.....	92
	31.3. Personal Time Off.....	92
	31.4. Changes In Financial Benefits.....	92
ARTICLE 32	AALAS CERTIFICATION	93
	32.1-1. ALAT - AALAS Certification.....	93

TABLE OF CONTENTS, CONT.

	PAGE
ARTICLE 32	32.1-2. LAT - AALAS Certification..... 94
	32.2. Residency Requirements..... 95
	32.2-1. ALAT Residency Requirements..... 95
	32.2-2. LAT Residency Requirements..... 95
	32.3. AALAS Certification Exam Qualifications..... 96
	32.3-1. ALAT Certification..... 96
	32.3-2. LAT Certification..... 96
ARTICLE 33	APPRENTICE SET-UP MECHANIC PROGRAM 99
ARTICLE 34	HEADINGS FOR REFERENCE ONLY 100
ARTICLE 35	TERM OF AGREEMENT 100
	WAGE PAYMENT PLAN - PRODUCTION 102
	WAGE PAYMENT PLAN - CLERICAL 103
APPENDIX A - APPRENTICESHIP TRAINING PROGRAM 104	
ARTICLE 1	PURPOSE..... 104
ARTICLE 2	DEFINITIONS..... 104
ARTICLE 3	CRAFTS..... 105
ARTICLE 4	SELECTION OF APPRENTICES..... 105
ARTICLE 5	TERM OF APPRENTICESHIP AND TRAINING..... 108
ARTICLE 6	APPRENTICESHIP AGREEMENT..... 108
ARTICLE 7	TRAINING PROGRAM..... 109
ARTICLE 8	COMPENSATION..... 111
	MAINTENANCE APPRENTICE TRAINING WAGE RATES 111
ARTICLE 9	ADMINISTRATION..... 113
ARTICLE 10	LAYOFF AND BUMPING PROCEDURE..... 114
APPENDIX B - COMPOSITORS AGREEMENT 117	
ARTICLE 23	SENIORITY..... 117
	23.5-1. e. Promotion..... 117
	23.7-3. e. Transfer Of Regular Employees..... 117
APPENDIX C - INTER-PLANT TRANSFER OF EMPLOYEES 118	
JOB CLASSIFICATION SCHEDULE 120	
	Constitution and By-laws Local 2-0086 Paper, Allied-Industrial, Chemical and Energy Workers International Union..... 136
ARTICLE I	NAME..... 136
ARTICLE II	OBJECT..... 136
ARTICLE III	ADMISSION AND MEMBERSHIP..... 137
ARTICLE IV	MEETINGS..... 139

TABLE OF CONTENTS, CONT.

	PAGE
ARTICLE V NOMINATIONS AND ELECTIONS OF OFFICERS..	141
ARTICLE VI OFFICERS AND THEIR DUTIES.....	146
<i>PART I</i> OFFICERS.....	146
<i>PART II</i> DUTIES OF OFFICERS.....	146
ARTICLE VII EXECUTIVE BOARD.....	153
ARTICLE VIII EXPENDITURES.....	155
ARTICLE IX REAL AND PERSONAL PROPERTY.....	157
ARTICLE X DISCIPLINE, TRIALS AND PENALTIES.....	158
ARTICLE XI COLLECTIVE BARGAINING.....	163
ARTICLE XII REFERENDUM AND RECALL.....	163
ARTICLE XIII SHOP STEWARDS SYSTEM.....	163
ARTICLE XIV COMMITTEES.....	165
ARTICLE XV ALTERATIONS AND AMENDMENTS.....	166
ARTICLE XVI RULES.....	167

AGREEMENT

This Agreement is made and entered into as the first day of May, 2004, by and between Merck & Co., Inc. a corporation organized under the laws of the State of New Jersey (hereinafter termed the "Company") solely for operations at West Point, Pennsylvania and Local 2-0086 PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS INTERNATIONAL UNION AFL-CIO, CLC (hereinafter termed the "Union"). All references to Union are understood and intended to apply as well to its successor or successors.

ARTICLE I - RECOGNITION

The Company recognizes the Union as the sole and exclusive representative of its employees (as hereinafter defined) in the bargaining unit at West Point, Pennsylvania for the purpose of collective bargaining with respect to wages, hours of work, working conditions and other conditions of employment. Included in the bargaining unit are the following employees of the Company at West Point, Pennsylvania: all hourly production and maintenance employees including shipping department employees, agricultural employees, horse watchers, warehouse department employees, laundry employees, stable employees, all hourly paid laboratory employees and technicians (except Junior Research Associates), all non-militarized guards, gatemen, watchmen and custodians, employees in the research departments, production clerical employees (including clerical employees in the printing department) and composing room employees. Excluded from the bargaining unit are the following employees of the Company at West Point, Pennsylvania: salaried administrative employees, salaried professional employees, confidential secretaries and stenographers to supervisory employees, all employees in the personnel relations area, all office

clerical employees, chauffeurs' helpers platform men, militarized guards, bindery employees, pressmen, pressmen's helpers, junior assistants in the pressroom, and all supervisory employees of the rank of assistant department managers and above, and all other supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees, or effectively recommend such action.

ARTICLE 2 - EMPLOYEE INVOLVEMENT

The Company and the Union agree to develop, implement and communicate a joint employee involvement initiative statement and to form a Joint Development Task Force to evaluate programs for implementation at West Point. In developing such programs, the parties will endeavor to create programs that will be applicable plant wide. Either party may end its participation in this initiative at any time.

ARTICLE 3 - GROUP LIFE INSURANCE

During the term of this Agreement the Group Life and Accidental Death and Dismemberment Insurance Plan presently in effect shall not be discontinued as to bargaining unit employees, nor shall any amendment of said Plan be made which would adversely affect such employees except as may be required to assure that premium payments made by the Company pursuant to the Plan shall be deductible expenses under the Internal Revenue Code.

A resume of the Plan in effect on July 1, 2004 is set forth below in this Article 3. The complete terms of the Plan are set forth in the Plan document which is incorporated herein by reference thereto, which governs.

3.1. Eligibility. Coverage under the program is compulsory as a condition of employment. New employees will be eligible for and covered by the insurance benefits provided herein upon commencement of employment.

3.2. Benefits. The benefits provided by the insurance program are as follows: Life Insurance and Accidental Death and Dismemberment Insurance shall be equal to two (2) times the individual employee's annual base pay rounded to the nearest five hundred dollars (\$500). Each employee's COLA will be added to base pay for purposes of calculating life insurance entitlements.

3.3. Contributions. Employees contribute by payroll deductions twenty-five cents (\$.25) per month per one thousand dollars (\$1,000) of life insurance in effect in excess of twenty thousand dollars (\$20,000). No contribution is required of employees for Accidental Death and Dismemberment Insurance.

3.4. Retirement Coverage.

3.4-1. Normal Retirement. Life insurance for employees who retire is continued in the amount of six thousand dollars (\$6,000) until death, without reduction. The difference between this six thousand dollars (\$6,000) and the amount in effect at the time of retirement is reduced at the rate of one and one-half (1 1/2) percent per month (the first such reduction to be made on the date of retirement) until such difference is exhausted. Any remaining balance which is unexhausted at the death of such retired employee is added to the six thousand dollars (\$6,000) of life insurance mentioned above and paid to his designated beneficiary or estate, as the

case may be. No contributions are required of retired employees for life insurance coverage after the date of retirement. All accidental death and dismemberment insurance terminates as to future coverage on the date of normal retirement.

3.4-2. Early Retirement. Those employees voluntarily retiring pursuant to the Company's Pension Plan before their normal retirement date, receive six thousand dollars (\$6,000) of life insurance until death. The expense of such life insurance is borne entirely by the Company. All accidental death and dismemberment insurance terminates as to future coverage on the date of early retirement. At the option of the retiring employee, the life insurance in excess of six thousand dollars (\$6,000) in effect on the date of early retirement may be continued by the employee until the normal retirement date, by timely payment of the required contributions. If the retired employee exercises the option referred to in the preceding sentence, the difference between six thousand dollars (\$6,000) and the amount of life insurance in effect on the date of normal retirement is reduced at the rate of one and one-half (1 1/2) percent per month (the first such reduction being made on the normal retirement date) until such difference is exhausted. No contributions are required of retiring employees for life insurance coverage after the date of normal retirement.

3.4-3. Retirement After Normal Retirement Date. Employees who work beyond their normal retirement date shall receive the benefits set forth in Section 3.2 above, until they retire. Upon retirement, such individuals shall receive the benefits set forth in Section 3.4-1 above, provided that benefit levels shall be computed as if the employee had retired on his normal retirement date. All accidental death and dismemberment insurance terminates as to future coverage on the date of retirement.

3.5. Disability Options.

3.5-1. Before Age 60. Upon termination of employment by reason of total disability before age sixty (60), no further contributions are payable by the employee in question and he is entitled, upon proof of total disability, to payment of the face value of the life insurance in effect at the time of such termination up to a maximum of twenty thousand dollars (\$20,000) in sixty (60) equal monthly installments or, at his election, in a lump sum. Accidental death and dismemberment insurance terminates as to future coverage upon disability.

3.5-2. At Or After Age 60. And Before Age 65. Upon termination of employment by reason of total disability at or after age sixty (60) but before age sixty-five (65), no further contributions are payable by the employee in question. The cost of maintaining the life insurance in effect at the time of such termination is borne by the Company. Upon reaching normal retirement date, this insurance is treated as specified in 3.4. Accidental death and dismemberment insurance terminates as to future coverage upon such termination of employment.

3.6. Absence Because Of Labor Disputes. In the event of absence because of labor disputes, an employee's insurance is kept in force by contribution by the Company for a period of ninety (90) days. Thereafter such insurance is canceled unless kept in force by timely contributions by the employee. Contributions advanced by the Company for the account of the employee during the ninety (90) day period referred to, shall be repaid to the Company over a like period upon the employee's return to active employment.

3.7. Leave Of Absence For Union Business. The Company shall continue in force the insurance of an employee granted a leave of absence for Union business so long as the employee continues to make timely contributions.

3.8. Living Benefit Option. Employees declared to be terminally ill (as defined in the Plan), will be permitted to cash in an amount up to 50% of their life insurance to a maximum of fifty thousand dollars (\$50,000). For employees whose claims for the Total and Permanent Disability Benefit (the "T&P Benefit") under the Life Insurance Plan have been approved before the approval of a claim under the Living Benefit Option, the face amount of coverage is determined as if the T&P Benefit had not been approved, but the distribution under the Living Benefit Option is reduced dollar-for-dollar (but not below \$0) by the amount of the T&P Benefit approved. For employees whose claims for T&P Benefit have not been made or approved by the time a claim for the Living Benefit Option is approved, the amount distributed under the Living Benefit Option will reduce dollar-for-dollar (but not below \$0) by the amount available to be distributed under the T&P Benefit.

Amounts distributed under the Living Benefit Option will reduce an employee's term life death benefit on a dollar-for-dollar basis but will not be an offset against LTD benefits.

ARTICLE 4 - RETIREMENT AND PENSION BENEFITS

The Retirement Plan for the Hourly Employees of Merck & Co., Inc. is hereinafter in this Article referred to as the "Plan". Part I of the Plan (providing for retirement benefits pursuant to a group annuity contract between Merck & Co., Inc.

and Prudential Life Insurance Company of America) is hereinafter referred to in this Article as the "Insured Plan"; Part II of the Plan (providing for retirement benefits funded by a trust fund) is hereinafter referred to in this Article as the "Trust Plan".

Although the Plan by its terms is subject to amendment or discontinuance by the Company in whole or in part, the Company agrees that it will not, at any time during the term of this Agreement, discontinue the Plan as to bargaining unit employees and that it will not amend the Plan in any way which would adversely affect them except as may be required to maintain the Plan's status as a qualified Plan under the provisions of the Internal Revenue Code or as a plan in compliance with the provisions of the Employee Retirement Income Security Act.

If any amendment required to maintain the Plan status as a qualified plan under the Internal Revenue Code or to keep the Plan in compliance with the Employee Retirement Income Security Act as aforesaid should adversely affect the benefits, contributions from participants, or qualifications for retirement with respect to such employees, the Company will immediately notify the Union in writing to that effect and will, upon the Union's written request, promptly meet with the Union and negotiate in good faith with respect to the problems thereby created. If no agreement is reached within ninety (90) days after the Union has given said notice, the Union may by written notice to the Company terminate this Agreement in its entirety.

A resume of the Plan presently in effect is set forth below.

4.1. Eligibility. An employee shall be eligible to participate on the January 1 or July 1 coincident with or next

following the date of hire. No particular period of service with the Company is required.

4.2. Contributions And Retirement Income. All contributions to the Trust Plan shall be made by the Company. With respect to participation subsequent to July 1, 1970, the straight life annuity payable upon normal retirement is payable at the rate of one and one-quarter (1 1/4) percent of the first forty-eight hundred dollars (\$4,800) of the total remuneration paid in each calendar year subsequent to July 1, 1970; and one and one-half (1 1/2) percent of such remuneration in excess of forty-eight hundred dollars (\$4,800).

Effective July 1, 2001, the Plan shall be amended to provide that the definition of remuneration for every calendar year prior to 2001 shall mean the 18-year average of remuneration as otherwise defined in the Plan for the highest separate 18 years (whether or not consecutive), between calendar years 1981 and 2000, inclusive. The definition of remuneration after 2000 shall not be amended. This paragraph does not apply to the calculation of the pension wearaway enhancements described in Paragraph 4. 14-4.

4.3. Minimum Retirement Allowance. For employees retiring on or after July 1, 2001, in the event of normal retirement at age 65, or early, disability or postponed retirement, the monthly retirement benefit received from all pension plans of the Company prior to any reduction for early retirement and prior to any actuarial reduction shall not be less than \$50 per month multiplied by the participant's credited service provided that the monthly retirement benefit of a participant in the plan on July 1, 1970 who did not elect a return of contributions shall not be less than \$51 per month multiplied by the participant's credited service. The minimum monthly retirement benefit for employees retiring on or after July 1, 2004

shall not be less than \$55 per month multiplied by the participant's credited service provided that the monthly retirement benefit of a participant in the Plan on July 1, 1970 who did not elect a return on contributions shall not be less than \$56 per month multiplied by the participant's credited service. Notwithstanding the foregoing, as soon as administratively feasible after July 1, 2004 employees who incur a Normal or Early Retirement after April 30, 2004 but before July 1, 2004, will receive the same increase retroactively to their annuity starting dates. Such retroactive benefit shall be payable in the same form as originally elected by the employee but without interest. In no event shall a participant who did not receive a return of accumulated contributions receive yearly less than ten percent (10%) of his accumulated contributions.

For this purpose, credited service includes each year of service from the January 1 or July 1 following the date of hire, but excluding any year during any part of which the employee, although eligible, elected not to participate in a pension plan to which the Company contributed. Commencing January 1, 1976, credited service shall include each full month of service from the earlier of (1) the January 1 following the date of original hire, or (2) the date the employee first became a Plan participant, to retirement or termination date, but excluding any month during any part of which the employee, although eligible, elected not to participate in a pension plan to which the Company contributed. Notwithstanding the foregoing provisions, credited service or participation in the Plan will not include time on layoff past fifty-four (54) months, unless the employee is recalled from layoff or is transferred to another site covered by the Interplant Transfer Agreement, prior to losing seniority at the site where he was laid off.

4.4. Retirement Date.

4.4-1. Normal Retirement date is the first of the month following the attainment of age sixty-five (65).

4.4-2. Provision is made for early retirement at any time after age fifty-five (55) if the participant has had at least ten (10) years of credited service with the Company. Retirement income in the event of early retirement is based on participation to the date of such retirement, and if payable prior to the normal retirement date, is reduced at a rate of three (3) percent per annum for each year benefits begin before age sixty-two (62). However, a participant eligible for early retirement may retire with full, unreduced benefits on or after age fifty-five (55) if the participant's age and years of credited service total at least eighty-five (85).

4.4-3. A participant who becomes mentally or physically incapacitated, as established by satisfactory proof, may retire at any time prior to normal retirement date. In the event of such disability, the employee shall be entitled to his full accrued benefit without reduction.

4.5. Rights On Termination Of Employment.

4.5-1. In the event of the termination of a participant's employment prior to retirement, the participant is entitled to a return of his/her own contributions, if any, held in the trust fund created by the Trust Plan with interest compounded annually. The interest rate applied shall be equal to the interest annually determined pursuant to the Omnibus Budget Reconciliation Act of 1989 and/or any successor statute.

4.5-2. A participant who completes or has completed, immediately prior to his termination of employment other than by death, at least five (5) years of service with the Company, with any fraction of a year calculated as a full year, shall be eligible to receive retirement income commencing on his normal retirement date or an actuarially reduced benefit commencing on the first of any month following attainment of age fifty-five (55) (subject to the provisions of Sections 4.4-1 through 4.4-3 above).

4.6. Retirement Income Options. Unless a participant elects otherwise, (1) the normal retirement income for a participant who is married at the time such participant retires shall be a joint and fifty (50) percent survivor annuity, and (2) the normal retirement income for a participant who is unmarried at the time such participant retires shall be a straight life annuity. However, a participant may elect, subject to such uniform rules as the Hourly Pension Committee may prescribe, any optional form of retirement income payment provided for by the Plan. Such election should be made at least five (5) days before the participant becomes a retired participant. At least twelve (12) months prior to retirement, the Company shall provide the participant with a summary of the benefits available under the Plan. The Trust Plan provides the following retirement income options:

4.6-1. Standard Social Security equalization option for a participant who retires prior to being entitled to the immediate payment of benefits under Social Security which so far as possible will provide the same amount each year before and after such social security benefit commences.

4.6-2. A retirement option which provides that a participant who retires on a normal or early retirement

benefit may elect to receive a reduced pension payable for life with the provision that if the participant dies before receiving payments of the reduced benefit an aggregate amount equal to five (5) times the accrued benefit which would otherwise have been payable at normal retirement age (after adjustment for the minimum benefit of the Plan), the excess of such amount over the payments the participant has received will be paid in a lump sum to the participant's designated beneficiary or estate. The amount of the reduced benefit under such election is determined on the basis of actuarial equivalents.

4.6-3. A retirement option which provides a retirement income payable to the participant during the participant's life and after the participant's death an annuity for the life of the participant's spouse which is equal to one hundred (100) percent of the amount payable during their joint lives.

4.6-4. A contingent annuitant option which provides for a reduced retirement income payable to the participant during the participant's life, and after the participant's death a retirement income payable during the life of a surviving contingent annuitant designated by the participant.

4.6-5. A single cash payment equal to the entire cash value of a participant's benefit. Lump-sum payments will be the greater amount calculated using the highest of the Buck Forward interest rates and GATT interest rates and the appropriate mortality table. Effective for annuity starting dates on or after January 1, 2005, the Retirement Plan will be amended to provide that interest rates for payment of lump sums shall be determined by reference to the interest rate (the "GATT" rate) established by the Internal Revenue Service

pursuant to Treas. Reg. Sec. 1.417(e)-1(d)(4)(iii) or successor thereto as amended with respect to the fourth calendar month preceding the plan year (i.e., the September rate published in October). For annuity starting dates during Plan year 2005 only, the lump sum may not be less than the lump sum determined using the GATT rate published in December 2004, when combined with the appropriate IRS mortality table. Effective for benefits payable on or after January 1, 2005, the Retirement Plan will be amended to apply the IRS mortality table required for lump sums under Code Section 417(e)(3)(A)(ii)(I) or a successor thereto (the "applicable mortality table") to all forms of benefit under the Plan, subject to any legally required grandfather provisions.

4.6-6. A retirement option in any other form of retirement income as the Plan may permit.

4.7. **Funding Medium.** The funding medium of the Trust Plan is a trust fund consisting of all the contributions of the participants and the Company administered by an independent trustee. The administrative expenses of the trust fund are paid by the Company and are not deducted from such contributions.

4.8. **Contributions.** If a participant has elected to leave his/her contributions in the Plan and, if at retirement, it is determined that the participant's career average benefit exceeds the highest minimum in effect at that time, then at the participant's option, the contributions plus interest may be refunded in a lump sum.

4.9. **Leave Of Absence.** A participant, upon return from an approved leave of absence, will receive credit towards

retirement benefits to the same extent as if he/she had been working for the Company during the period of the approved leave of absence. A participant on an approved leave of absence for Union business shall be entitled to receive credit towards retirement benefits in accordance with this provision. A participant on an approved leave of absence for Union business shall not be required to return to work in order to receive retirement benefits where the expiration of the participant's leave of absence coincides with the effective date of the participant's retirement.

4.10. Pre-Retirement Spouse's Benefit. In the event of the death of a vested participant prior to actual retirement and while in the employ of the Company, the participant's surviving spouse shall receive an annuity equal to fifty (50) percent of the annuity which would have been received during the joint lives of the participant and spouse had the participant elected a fifty (50) percent joint and survivor annuity and retired the day before the participant died. The surviving spouse of an active employee will be permitted to elect a lump sum in lieu of the foregoing amount. The lump sum will be the actuarial equivalent of the fifty (50) percent surviving spouse benefit.

4.11. Unmarried Participant's Death Benefit. In the event an unmarried vested participant dies prior to actual retirement and while in the employ of the Company, a lump sum shall be payable to the participant's estate. This lump sum shall be the actuarial equivalent of the surviving spouse, fifty (50) percent joint and survivor annuity set forth in the Plan, calculated as if the participant had been married at the time of his/her death to a spouse of the same age as the participant and had retired the day before his/her death, and had elected a fifty (50) percent joint and survivor annuity.

4.12. Adjustment For Retirees. In no event will a retiree receive less than seven dollars and 50/100 (\$7.50) per month per year of credited service.

4.13. Miscellaneous.

4.13-1. A former employee other than a retired participant who re-enters the service of the Company as an employee shall, upon again becoming a participant in the Plan, be entitled to the credited service acquired during his former period of employment as well as that acquired during the period after the participant's re-employment.

4.13-2. All refunds of contributions will be returned with interest in the manner provided in Section 4.5. hereof.

4.13-3. During such period of time as a participant may be absent by reason of a labor dispute to which his collective bargaining representative is a party, contributions to the Trust Plan are not payable by or with respect to such participant.

4.14 Wearaway Pension Enhancements.

4.14-1 2004 Enhancement.

For any Retirement Plan participant who is or is expected to be at least age 55 with at least 10 years of credited service on or before March 31, 2007 and who retires on or after July 1, 2004, the Retirement Plan will provide that the participant's accrued benefit as of June 30, 2004, determined under the greater of the career average formula set forth in the Plan (as provided by Article 4.2) or the flat dollar minimum in the Plan as amended pursuant to this Agreement (\$55/\$56), will be increased by ten percent. Any participant, including but not

limited to a disability retiree, who otherwise does not satisfy the requirement for expected age and credited service on or before March 31, 2007 is not eligible for the benefit of this paragraph. Employees who are on layoff on May 1, 2004 and have not terminated employment and who otherwise would be eligible for the enhancement described by this paragraph shall be eligible for this enhancement.

Notwithstanding the foregoing, as soon as administratively feasible after July 1, 2004, employees who incur a Normal or Early Retirement after April 30, 2004 but before July 1, 2004, will receive the wearaway enhancement (calculated on the same basis but based on the regular plan formula benefit as of such Normal or Early Retirement date rather than June 30, 2004) retroactively to their annuity starting dates. Such retroactive benefit shall be payable in the same form as originally elected by the employee but without interest.

4.14-2 2001 Enhancement.

a. For employees who, either (a) are age 55 or over and have at least 10 years of credited service on or before April 1, 2001, or (b) qualify for a disability retirement as provided for in this Article, the Plan will provide a temporary wear-away final average compensation formula providing a benefit based on the highest five consecutive calendar years of compensation during the ten years ending on July 1, 1998. The multiplier for this formula will be 1.4 percent times years of credited service (up to a maximum of 35 years) as of July 1, 1998, minus 1.6 percent of Social Security times years of credited service projected to Normal Retirement Date (not to exceed 31.25 years), multiplied by the ratio of credited service on July 1, 1998 to credited service projected to Normal Retirement Date. For purposes of the offset, credited service

and projected credited service shall be limited to 35 years. The result of this formula shall be reduced by 3 percent for each year prior to age 62 that the participant receives retirement benefits; provided, however, that for an eligible participant who qualifies for a disability retirement, the result of this formula shall not be reduced.

b. For employees who, either (a) are age 55 or over and have at least 10 years credited service on or before April 1, 2001, or (b) qualify for a disability retirement as provided for in this Article, the accrued benefit as of July 1, 1998, determined under the greater of the career average formula set forth in the Plan or the flat dollar minimum set forth in the Plan as amended pursuant to this Agreement (\$43/\$44), will be increased by 10 percent. This enhancement will not apply to the enhancement described in Paragraph a. above.

4.14-3.

At retirement, eligible employees will receive a retirement benefit under the applicable flat dollar or career average formula pursuant to 4.2 or 4.3 as applicable or under the wearaway enhancements pursuant to this Article, whichever is greatest.

ARTICLE 5 - SEPARATION BENEFIT ALLOWANCE PLAN

5.1. Separation Benefit Allowance For Employees Hired After March 1, 1958.

The Company will grant a Separation Benefit Allowance to an employee (excluding temporary employee) who is laid off from the Company for a period in excess of thirty (30) consecutive calendar days due to lack of work. Such employee shall have his/her Net Separation Benefit Allowance advanced to him/her

at the time of layoff. Except as provided in Section 5.4 below, the employee's Separation Benefit Allowance shall be computed in accordance with the following schedule:

Length of Continuous Service as of Date of Layoff	Amount of Separation Benefit Allowance
6 months & less than 1 year	1 week - 40 hours
1 years & less than 3 years	2 weeks - 80 hours
3 years & less than 5 years	4 weeks - 160 hours
5 years & less than 7 years	6 weeks - 240 hours
7 years & less than 10 years	8 weeks - 320 hours
10 years & less than 15 years	10 weeks - 400 hours
15 years & less than 20 years	12 weeks - 480 hours
20 years & less than 25 years	15 weeks - 600 hours
25 years & over	20 weeks - 800 hours

5.2. **Net Separation Benefit Allowance.** Shall be the accrued separation benefit allowance set forth in the schedule above, computed on the basis of the employee's hourly rate of pay (excluding shift premium), less any previous separation benefit allowance paid by and not repaid to the Company. Where an employee has worked for twenty-six (26) weeks or more in the twelve (12) month period immediately preceding the date of the employee's layoff in a job classification at a higher rate than the job classification the employee held at the time of layoff, the employee's Separation Benefit Allowance will be computed on the basis of the higher hourly rate.

5.3. **Effect Of Recall On Separation Benefit Allowance.** If an employee is recalled in less than thirty (30) consecutive calendar days from the date the employee was laid off, the employee must, as a condition of reinstatement,

any Separation Benefit Allowance received. Such repayment shall be in amounts of ten (10) percent of the employee's weekly earnings after recall, unless otherwise agreed between the Company and the employee.

5.4. Separation Benefit Allowance For Employees Hired Prior to March 1, 1958. An employee employed prior to March 1, 1958, may elect to have his/her Separation Benefit Allowance computed either in accordance with the schedule in Section 5.1 or in accordance with the Schedule in Section 5.4. Such election shall be made at the time of layoff and shall be binding on the employee for the term of this Agreement. Sections 5.2 and 5.3 shall apply to such employee who elects to have his/her Separation Benefit Allowance computed in accordance with the schedule appearing in Sections 5.1. Sections 5.2 and 5.3 shall not apply, however, to an employee who elects to have his/her Separation Benefit Allowance computed in accordance with the schedule appearing in this Section 5.4. In the case of such employee, the method of administration heretofore used shall be continued.

Length of Continuous Service as of Date of Layoff	Amount of Separation Benefit Allowance
6 months & less than 1 year	1 week - 40 hours
1 years & less than 3 years	2 weeks - 80 hours
3 years & less than 5 years	3 weeks - 120 hours
5 years & less than 7 years	4 weeks - 160 hours
7 years & less than 10 years	5 weeks - 200 hours
10 years & less than 15 years	7 weeks - 280 hours
15 years & less than 20 years	9 weeks - 360 hours
20 years & less than 25 years	12 weeks - 480 hours
25 years & over	14 weeks - 560 hours

ARTICLE 6 - COMPREHENSIVE HEALTH INSURANCE PLAN

6.1. Coverage, Contributions and Administration.

The Plan will provide medical, mental health and substance abuse and prescription benefit coverage to active Union employees and their dependents through an insurance contract with a reputable health insurance carrier. The Plan and an Administrator hired by the Plan will be solely responsible for all benefit administration, including but not limited to, distribution of annual enrollment materials, maintenance of enrollment additions and deletions due to new hire or other status changes, based on information provided by the Company, Form 5500 filings, summary annual reports, COBRA administration and resolving Union employee benefit complaints. A trust ("Trust") to pay all insurance premiums and Plan administrative costs has been established. The Company will contribute a monthly per capita premium of five hundred sixty seven dollars and 11/100 (\$567.11) for the period May 1, 2004 to June 30, 2004; a monthly per capita premium of six hundred twenty-three dollars and 82/100 (\$623.82) for the period July 1, 2004 to June 30, 2005; a monthly per capita premium of six hundred eight-six dollars and 20/100 (\$686.20) for the period July 1, 2005 to June 30, 2006; and a monthly per capita premium of seven hundred fifty-four dollars and 82/100 (\$754.82) for the period July 1, 2006 to April 30, 2007, to the Trust for active Union employees. The Company will not be responsible for any additional costs incurred by the Plan in providing medical, mental health and substance abuse or prescription benefits to Union employees during such period. Effective January 1, 2005, where employees have sufficient wages, employees' medical contributions shall be withheld from employees' wages on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code and the regulations promulgated thereunder as they apply to salaried employees as they may be modified from time to time. Where contributions cannot be withheld on a pre-tax basis (e.g., for employees on LTD or unpaid leaves of absence), employees shall pay such contributions with after-tax dollars. Grievances

challenging benefits issues are not arbitrable, because the Company is not a party to the contractual relationship between the insurance carrier and the Plan.

6.1-1. The Plan will provide the Company with any amendments to the Plan documents and by the end of the third month following the end of the insurance carrier contract year, an annual financial accounting including, but not limited to, any administrative and benefit costs paid.

6.2. Retirement Coverage. Active employees who retire with 10 or more years of credited service under the Pension Plan at or over age 55, and their eligible dependents, will immediately be eligible to be covered by Retiree Choice or its successor program(s) applicable to salaried retirees, as the terms and conditions of such medical and dental benefits programs may be modified by the Company from time to time at its sole discretion. For purposes of the preceding sentence only, 'credited service' for any employee under the age of 50 on January 1, 2004 or who is hired or rehired on or after January 1, 2004 will not include any service earned before the employee attains age 40. Notwithstanding the foregoing, employees who qualify for disability retirements during the term of this contract may be younger than 55 so long as they have at least 10 years of credited service (including credited service while the employee was under 40 years of age) under the Pension Plan at the time of their disability retirements; provided, however, that such coverage may be provided under plans different from Retiree Choice but on the same terms and conditions applicable to salaried retirees who qualify for disability retirements, as the terms and conditions of such medical and dental benefits programs may be modified by the Company from time to time at its sole discretion.

6.3. Surviving Spouse and Dependent Coverage. Dependent means an employee's spouse who is not legally

separated from the employee and an employee's unmarried child who derives at least 50% of his support and maintenance from the employee (including any stepchild, foster child or legally adopted child) from birth to age 19 (age 25 if such a child is a full-time day student in an accredited secondary school, college, or university or vocational school other than a school provided for rehabilitation or occupational therapy). In addition, the coverage for a physically or mentally handicapped child who remains a dependent of the employee can continue beyond the age when coverage would otherwise end in accordance with the terms of the Plan. The dependent(s) of a retiree who dies while covered by the Company's medical plan applicable to retirees shall continue to have coverage under the Company's medical plan applicable to retirees.

Where an active employee has twenty-five (25) or more years of service or is eligible for early retirement pursuant to the terms of the Company's Pension Plan and dies while still an active employee, the surviving spouse and dependent children shall continue to have coverage under the Company's medical plan applicable to retirees. Where an active employee does not meet either of the above eligibility requirements and dies while still an active employee, the surviving spouse and dependent children shall continue to have coverage under the Plan's insurance carrier for a period of twenty-four (24) months following the employee's death.

6.4. Cancer Coverage. Effective January 1, 2005, the Union may arrange for the provision of cancer insurance coverage ("Cancer Insurance Coverage"), at no cost to the Company, from a single insurer ("the Insurer") selected by the Union, to all employees covered by this Agreement who voluntarily elect to purchase Cancer Insurance Coverage on an individual basis; provided that any plan, contract or policy providing for Cancer Insurance Coverage shall require that covered

individuals shall have no recourse against the Company for any claim arising out of or relating to such Cancer Insurance Coverage, including but not limited to any claim relating to or concerning the scope, applicability, sufficiency or payment of premiums, coverage or claims under such Cancer Insurance Coverage. The Company shall not be deemed a sponsor of Cancer Insurance Coverage. The Company shall make reasonable accommodations at each site covered by this Agreement to allow employees to enroll in Cancer Insurance Coverage during nonworking time. Where consistent with applicable state law and with the terms of Cancer Insurance Coverage, the Company shall allow employees to pay for the full cost of Cancer Insurance Coverage through payroll deductions in an amount to be determined by the Union, provided that such employees execute and provide to the Company in advance an appropriate written authorization for such deductions in a format satisfactory to the Company, and further provided that the Insurer agrees in writing (in a form acceptable to the Company) to indemnify the Company and hold the Company harmless against any award, judgment, or loss or expense arising out of any legal claim related or arising out of the Cancer Insurance Coverage. In the event such indemnification commitment cannot be obtained in a format acceptable to the Company by August 1, 2004, then the Company shall not be required to implement the payroll deduction procedure for Cancer Insurance Coverage. The Company shall remit such deductions to the Insurer or other entity designated by the Union within a reasonable time after such deductions are made.

6.5. Adoption Assistance. Effective January 1, 2005, employees will be covered by the same Adoption Assistance Program, and on the same terms, as those applied to salaried employees of Merck & Co., Inc. as such terms may be modified from time to time in the sole discretion of the Company.

ARTICLE 7 - EMPLOYEE DENTAL INSURANCE PLAN

During the term of this Agreement, the employees shall be covered by the Employee Dental Insurance Plan in accordance with the provisions of such Plan. Effective January 1, 2005, employees shall make monthly contributions by payroll deduction for employee only, employee plus one dependent, or employee plus two or more dependents as follows:

Comprehensive Dental Options		
EE only	EE + 1	EE + 2 or more
\$3.00	\$7.00	\$11.00
DMO Dental Options		
\$2.00	\$5.00	\$9.00

Effective January 1, 2005, where employees have sufficient wages, employees' dental contributions shall be withheld from employees' wages on a pre-tax basis in accordance with Section 125 of the Internal Revenue Code and the regulations promulgated thereunder as they apply to salaried employees as they may be modified from time to time. Where contributions cannot be withheld on a pre-tax basis (e.g., for employees on LTD or unpaid leaves of absence), employees shall pay such contributions with after-tax dollars.

7.1. The following is a general outline of the basic provisions of the Plan and is subject to the actual terms and conditions set forth in the insurance contract or Plan description.

7.1-1. Coverage will be provided for all employees actively at work and their eligible dependents on the effective date of the Plan and for those employees on short-term disability, long-term disability, leaves of absence or on layoff that is expected to exceed fifteen (15) consecutive working days or less. Employees on layoff expected to exceed fifteen (15) consecutive working days are also included if they pay the

premium starting the first day of the month following layoff. Retirees are excluded, except that dental coverage for post May 1, 1988 retirees will be available on the same terms as medical coverage made available to such individuals and their families. New employees will be eligible for and covered by the Plan upon commencement of employment.

7.1-2. Where an active employee who is not eligible for early retirement and who has twenty-five (25) or more years of service dies, or where an active employee who is eligible for early retirement pursuant to the Company's Pension Plan dies, the surviving spouse and dependent child(ren) shall continue to have coverage under the Plan for the lifetime of the spouse for as long as the child(ren) qualify as covered dependents under this Plan subject to the monthly contributions as set forth above. Where an active employee who is not eligible for early retirement and who has less than twenty-five (25) years of service dies, the surviving spouse and dependent child(ren) shall continue to have coverage under the Plan for a period of twenty-four (24) months following the employee's death subject to the monthly contributions as set forth above.

7.1-3. Dependents, as used herein, means an employee's spouse who is not legally separated from the employee and an employee's unmarried child(ren) who derives at least fifty (50) percent of his/her support and maintenance from the employee, including any step child(ren), foster child(ren) or legally adopted child(ren), from birth to age nineteen (19) (twenty-five (25) if such child(ren) is a full-time day student in an accredited secondary school, college, university or vocational school other than a school providing for rehabilitation or occupational therapy). In addition, any child of an employee who, by reason of bodily or mental infirmity, is disabled and incapable of self-support shall be considered as dependent without regard to such child's age, if otherwise insured as a dependent on or after July 1, 1975. Effective July 1, 2004, "dependents" as used herein shall include same sex domestic partners as defined by the Company's salaried health and welfare plans in effect on January 1, 2003.

7.2. If a covered person is also covered under another group insurance plan providing dental benefits or services, either on an insured or uninsured basis, then the benefits payable with respect to such person will not exceed the total dental expenses incurred nor will the Employee Dental Insurance Plan pay more than the total benefits provided for under the Plan. Benefits payable under another plan will include benefits which would have been payable had a claim been duly made therefor.

7.3. When the treatment proposed by the dentist to the patient will cost more than two hundred dollars (\$200), the dentist must submit his treatment plan plus supporting x-rays for pre-determination of benefits. When the proposed treatment is two hundred dollars (\$200) or less, or is required by an emergency, the Treatment Plan form is completed after the work is done.

7.4 The Plan will pay one hundred (100) percent of reasonable and customary charges made by a dentist for preventive and diagnostic services, eighty (80) percent of the reasonable and customary charges made by a dentist for basic services, including pre-existing conditions and work in-progress, and fifty (50) percent of the reasonable and customary charges made by a dentist for major services, including orthodontia, as identified in the Plan. The services described above are subject to an annual \$25 deductible. Reasonable and customary charges shall be determined by an insurance carrier. Any disagreement of a carrier's determination may be handled under the grievance procedure.

7.5. The lifetime maximum for orthodontic charges shall be fifteen hundred dollars (\$1,500). The calendar year maximum per person, exclusive of orthodontic charges, shall be two thousand dollars (\$2,000). The lifetime maximum per person, exclusive of orthodontic charges, is unlimited.

7.6. The benefits provided by the Plan shall not be reduced prior to the expiration date of this Agreement (April 30, 2007).

ARTICLE 8 - EMPLOYEE STOCK PURCHASE & SAVINGS PLAN

8.1. During the term of this Agreement, the Employee Stock Purchase & Savings Plan adopted by the stockholders of the Company on April 28, 1959, as amended to the date of this Agreement, shall not be discontinued as to bargaining unit employees, nor shall any amendment of said Plan be made which would adversely affect such employees, except as may be required to maintain said Plan's status as a qualified plan under the provisions of the Internal Revenue Code. The Plan may be amended, subject to IRS approval, to provide that, where an employee receives information from which she/he reasonably should have known that an error has been made with respect to his/her account, and the employee does not report the error to the Savings Plan administrator within six months of receipt of that information, the employee will be deemed to have elected to participate on the basis as shown on such information. If such an error is reported to the Savings Plan administrator within six months of receipt of such information, the Company will take reasonable steps to correct the information, but in no event will it be liable for consequential damage such as forgone gains or losses.

Effective as soon as administratively feasible following ratification of this agreement, the Company will amend the Merck & Co., Inc. Employee Stock Purchase and Savings Plan (the "ESP&SP") to permit Union participants ("Union Savings Participants") to receive dividends on Merck Common Stock. The amendment will provide that the Merck Common Stock Fund for Union Savings Participants on and after July 1, 2004 will satisfy the requirements of an employee stock ownership plan within the meaning of Section 407(d)(6) of the Employee Retirement Income Security Act of 1974, as

amended ("ERISA") and Section 4975(e)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), or any successor clauses thereto, contingent upon approval by the Internal Revenue Service. Elections to receive dividends shall be made in the time and manner as in effect from time to time and initially shall be made directly with the trustee of the ESP&SP. If dividends to be paid to any Union Savings Participant are less than \$10, no amount either will be distributed or carried forward for any successive period. If a Union Savings Participant does not elect otherwise, then dividends will be reinvested in the Merck Common Stock Fund. For administrative purposes, the same terms and conditions will apply to both Union Savings Participants and participants in the Merck & Co., Inc. Employee Savings and Security Plan as in effect from time to time.

Effective July 1, 2004, Union Savings Plan participants who are "non-highly compensated" may contribute up to 25% of base pay plus COLA (formerly, 18% of base pay plus COLA). Non-highly compensated employees are those employees other than highly compensated employees within the meaning of Section 414(q) of the Internal Revenue Code as determined by the Company, provided that such determination shall apply beginning March 1 of a Plan Year and ending on the last day in the following February based on compensation (as defined in Code Section 414(q)(4)) received during the prior plan year. This amendment does not change the Company matching provisions of the ESP&SP or any provision applicable to highly compensated employees.

8.2. Any employee participating in the Plan who is laid off shall be entitled to receive all Company contributions made to his account up to the date of layoff.

8.3. The Company shall contribute to the ESP&SP each month, an amount equal to 60 percent of the amount of each employee's contributions for such month, provided that in no event shall the Company's monthly contribution for an

employee exceed 3.6 percent of such employee's base compensation including the employee's COLA, subject to the terms and conditions set forth in the plan. Effective July 1, 2004, the Company shall contribute to the ESP&SP each month, an amount equal to 65 percent of the amount of each employee's contributions for such month, provided that in no event shall the Company's monthly contribution for an employee exceed 3.9 percent of such employee's base compensation including the employee's COLA, subject to the terms and conditions set forth in the plan.

8.4. Employees participating in the Plan will be offered 401k coverage subject to the conditions set forth in Sections 8.1 and 8.3 of this Article.

ARTICLE 9 - HOLIDAYS

9.1. The Company will observe the following paid holidays:

New Year's Day	Labor Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day

The Company will also observe two (2) floating holidays each year. A determination as to when the two (2) floating holidays in each year will be observed will be made during the fourth (4th) quarter and before December 1 of the prior calendar year by mutual agreement between the Company and the Union. They will be observed on a Monday or a Friday, either preceding or following one of the other paid holidays.

9.2. In the event any of the above holidays falls on a Sunday, the following Monday shall be observed as such holiday and if the holiday falls on a Saturday, it will be celebrated either on the preceding Friday or following Monday, in

accordance with local area practice so long as production requirements permit. The Company will give the Union two weeks' notice of the day to be observed.

9.3. All employees, except those on leave of absence or on non-temporary layoff, shall receive eight (8) hours' pay, including shift differential for each of the holidays not worked.

9.4. In order to qualify for such holiday pay, the employee must work his/her scheduled day before and after the holiday, unless such absence occurred because of a bona fide illness or injury, or with the knowledge and consent of supervision, or unless such day or days shall have been his/her regular day or days off.

9.5. If a holiday occurs during a waiting period prior to qualifying for disability under the Disability Benefits Plan (sick pay plan), an employee shall receive his holiday pay, but the holiday shall be excluded in computing the waiting period. If a holiday occurs on a day for which an employee is eligible for sick pay under the Disability Benefits Plan, the employee will receive holiday pay and the number of days for which he/she is eligible for disability will be extended by one day for each such holiday. No employee shall be eligible for holiday pay and sick pay for the same day. The Company will pay for holidays which occur during the eighteen (18) month period following the onset of disability providing the employee remains on the payroll during that time.

9.6. Any employee, when required to work on a paid holiday, shall be paid two (2) times his hourly rate for work performed during the first eight (8) hours and three (3) times for the hours worked in excess of eight (8) hours plus shift differential, if applicable, in addition to his pay for the holiday, as described in Paragraph 9.3 above.

9.7. If any of the paid holidays falls within an employee's vacation, such employee shall arrange with the Company in advance of the employee's vacation whether the employee shall:

9.7-1. add another day to such vacation;

9.7-2. take a day off with pay at a time to be designated by the Company;

9.7-3. receive two (2) times his/her hourly rate plus shift differential, if applicable, for one day's work in lieu of a day off.

9.8. A holiday for which an employee is entitled to receive holiday pay shall be considered as eight (8) hours worked for the purposes of computing weekly overtime even though no work or less than eight (8) hours work was performed on the holiday. If such holiday falls on a scheduled day off, it will not be counted in computing overtime except as may be provided in the Agreement.

9.9. In the event an employee is paid a temporarily higher rate of pay for all hours on the last working day preceding or the first working day following a holiday, the employee's holiday rate of pay, for the purpose of this Article, shall be the higher rate of pay.

ARTICLE 10 - VACATIONS

10.1. **Definition.** An employee's eligibility for vacation is measured by all periods of service with the Company as of December 31 of each year (hereinafter referred to as the qualifying year) and will be scheduled to be taken during the following calendar year (hereinafter referred to as the vacation year). An employee shall not be eligible for a paid vacation during the calendar year in which his/her employment begins, nor before he/she has completed six (6) months of continuous service with the Company.

10.2. Eligibility.

10.2-1 An employee who on December 31 of a qualifying year has not passed his/her fifth (5th) December 31 shall be granted during the vacation year one (1) day of vacation for each month of service completed on December 31 of his qualifying year, unless previously paid for such service under Paragraph 10.3 of this Article; however, the vacation period shall not exceed ten (10) working days in any vacation year.

10.2-2 An employee who on December 31 of a qualifying year has passed his fifth (5th) December 31, but not his/her twelfth (12th) December 31, shall be granted, during each following vacation year, one and one-half (1 1/2) days of vacation for each month of service completed on December 31 of such qualifying year unless previously paid for such service under Paragraph 10.3 of this Article; however, the vacation period shall not exceed fifteen (15) working days in any vacation year.

10.2-3. An employee who on December 31 of a qualifying year has passed his twelfth (12th) December 31, but not his/her twentieth (20th) December 31, shall be granted, during each following vacation year, two (2) days of vacation for each month of service completed on December 31 of such qualifying year unless previously paid for such service under Paragraph 10.3 of this Article; however, the vacation period shall not exceed twenty (20) working days in any vacation year.

10.2-4 An employee who on December 31 of a qualifying year has passed his twentieth (20th) December 31, but not his/her twenty-seventh (27th) December 31, shall be granted, during each following vacation year, two and one-half (2 1/2) days of vacation for each month of service completed on December 31 of such qualifying year unless previously paid for such service under Paragraph 10.3 of this Article;

however, the vacation period shall not exceed twenty-five (25) working days in any vacation year.

10.2-5 An employee who on December 31 of a qualifying year passed his/her twenty-seventh (27th) December 31 shall be granted during each following vacation year, three (3) days of vacation for each month of service completed on December 31 of such qualifying year, unless previously paid for such service under Paragraph 10.3 of this Article; however, the vacation period shall not exceed thirty (30) working days in any vacation year.

10.3. Vacation Pay On Layoff Or Termination. An employee with six (6) or more months of service with the Company who thereafter by reason of a non-temporary layoff due to lack of work or termination for any reason does not work the full qualifying year, shall receive vacation pay for each full month worked in the qualifying year, in accordance with Paragraph 10.2 of this Article. At the time of layoff, the employee may elect to receive his/her pro rata vacation pay in full or leave it with the Company to be applied in the event he/she is re-employed and is required to take a vacation in the following vacation year because of the Plant shutdown. In the event the employee takes this option and the pro rata pay is not applied to a vacation by December 31 of the following vacation year, a full cash payment will be made to the employee at that time.

10.4. Rate Of Vacation Pay.

10.4-1 A day of vacation pay shall be computed as eight (8) times the employee's standard hourly rate for the employee's regular job including shift differential, if applicable, at the time the employee's vacation is scheduled to begin. However, where an employee has worked for twenty-six (26) weeks or more in the qualifying year in another job classification at a higher rate, the employee's vacation pay will be computed on the basis of the employee's rate or earnings in that

job classification. When an employee is entitled to receive vacation pay, it shall be considered as eight (8) hours worked for the purpose of computing weekly overtime.

10.4-2 An employee shall receive a vacation bonus of fifteen dollars (\$15) for each week of vacation for which the employee is eligible.

10.5. Time Of Vacation.

10.5-1. Vacation leave will be scheduled by the Company during the vacation year, at times desired by the employee whenever feasible, but the final scheduling of vacation is reserved to the Company in order to insure the orderly and efficient operation of all departments. An employee's request to take vacation shall not be unreasonably denied. Insofar as practicable, seniority shall govern in the choice of vacations where two (2) or more employees are applying for the same vacation time. The Company shall, except in emergencies, give a minimum of four (4) weeks notice to any employee whose scheduled vacation time is changed for the convenience of the Company. All employees who are scheduled for vacation are required to take time off as scheduled. In those departments where a shutdown is scheduled, the vacation schedule will be posted at least ninety (90) days prior to the shutdown; however, such schedule may be changed at any time up to sixty (60) days prior to the shutdown and thereafter changed only in the event of an emergency. In the event of such an emergency, the Union will be notified as far in advance as possible. In the event that a plant shutdown for vacation purposes is scheduled, it shall be scheduled between June 15 and Labor Day. Additional plant shutdowns for vacation may be scheduled at other times during the year with the concurrence of the Union. All vacations will be consistent with the employee's current work schedule. The Company will endeavor to schedule shutdowns only when operational needs require a shutdown.

10.5-2. Employees may schedule their full vacation allotment in units of one (1) or more full days, except employees working in shutdown departments will be required to schedule and to take their vacation during the shutdown period. Requests for vacation days under this Paragraph must be made at least forty-eight (48) hours prior to the proposed vacation day(s). The standards and practices established pursuant to vacation scheduling under this Section 10.5 shall govern the scheduling of vacation days under this Paragraph. Notwithstanding any contrary provisions in this Agreement, forty-eight (48) hours notice shall be deemed sufficient notice to the Union and employees affected by any schedule changes resulting from a vacation requested under this Paragraph.

10.6. Recall From Vacation. Any employee who has actually completed his/her last regularly scheduled day of work prior to his/her vacation leave and is recalled to work before his/her scheduled vacation leave is completed shall receive vacation pay in lieu of the remaining part of his/her vacation leave and shall, in addition, be paid for work performed during the balance of his/her vacation leave at one and one-half (1 1/2) times the employee's regular rate, or at such higher rate as may be applicable. Vacation leave lost under this Section 10.6 will be rescheduled as soon as mutually practicable.

10.7. Hospitalization Or Illness During Vacation. An employee on paid vacation, who by reason of injury or illness requires at least seventy-two (72) hours of non-elective hospitalization and who, as a result of such hospitalization, may be disabled for any period of the employee's scheduled vacation, shall upon returning to work with evidence of such hospitalization and period of disability, receive a sick pay adjustment and have this period of his/her vacation lost under this Section 10.7 rescheduled. In the event that such hospitalization or resulting disability occurs during an employee's previously scheduled vacation in the fourth (4th) quarter of a

calendar year, the employee shall have the option of either scheduling his/her lost vacation time in the first (1st) quarter of the following calendar year or receiving vacation pay in lieu thereof. In the event that an injury or illness not requiring at least seventy-two (72) hours of non-elective hospitalization disables an employee for any part of a vacation previously scheduled during the fourth (4th) quarter of any calendar year, the Company shall have the option either to pay the employee for the lost vacation time or to reschedule the lost vacation time in the first (1st) quarter of the following calendar year.

10.8. Vacations Not Accumulative. All vacations must be taken in the vacation year. When any employee has all or any part of his scheduled vacation cancelled for the convenience of the Company and it cannot be rescheduled in the current vacation year, the employee shall have the option of receiving pay in lieu of such vacation at one and one-half (1 1/2) times the standard base rate or rescheduling such vacation, to be taken during the first (1st) three (3) calendar months of the next year. If for any other reason an employee does not use his/her vacation in the vacation year, then such employee will be paid for such time at his/her appropriate hourly rate.

10.9. Computation Of Vacation Credits. Each month of service as used in this Article 10 shall mean fifteen (15) working days, which days shall include days actually worked, time spent on Union business or Union activities not to exceed two (2) weeks at any one time, holidays, vacation, days of absence to perform jury duty, and while on annual military encampment or cruise, and days of absence due to death in family, as provided by this Agreement, and due to occupational illness or injury. Such working days shall be cumulated on an annual basis for the purpose of computing the vacation pay provided herein; however, no vacation credit shall be granted for any fractions resulting from such computations.

10.10. Vacation Credit Upon Reemployment. A former employee who re-enters the service of the Company as an employee shall be entitled to vacation credit for all former periods of employment as well as that acquired during the period after the employee's re-employment.

ARTICLE 11 - LEAVES OF ABSENCE

11.1. Leaves Of Absence Without Pay.

11.1-1. Personal Reasons. Any non-probationary employee who desires a leave of absence not to exceed thirty (30) calendar days will be granted such leave upon written request, provided it is for good reason and does not interfere with plant operations. The Company's consent to such requests may not be unreasonably withheld. Such leaves, in any event, shall not be used for the purpose of working for another employer, trying out new work or venturing into business for himself. The Union will be notified of all personal leaves granted which exceed thirty (30) days. Leaves may be extended by the Company.

11.1-2. Union Convention Attendance. Leaves of absence without pay to specified Union representatives for the purpose of attending Union conventions shall be granted by the Company upon the written request of the Union in a number agreed upon by the Company and the Union.

11.1-3. Other Union Business. Any employee who is appointed or elected to office in the Union which necessitates a leave of absence from his/her job shall be granted such a leave without pay for a period not to exceed two (2) years. Unless the employee signifies his/her intention to return to work, such leaves may be extended from year-to-year with the consent of the Company. Seniority shall accrue during such leaves of absence. Initial requests for leaves of this nature must be in writing and approved by the Union. The

number of employees on such leaves shall be subject to agreement between the Company and the Union.

11.1-4. Maternity And/Or Childcare Leave.

a. When requested, a leave of absence for maternity and/or childcare for a period not to exceed twelve (12) months shall be granted. It is understood by the Company and the Union that this maternity/child care leave will begin at the completion of the birth-related disability period. In the case of adoption, this leave will begin on the date of the adoption. An employee desiring to continue work during the term of her pregnancy beyond the seventh (7th) month shall submit a statement from her physician indicating the physician's concurrence in her continuing to work until a date specified by her doctor and concurred with by the plant physician.

b. Such leaves requested for less than twelve (12) months will be extended upon request, provided the maximum leave of twelve (12) months has not already been taken. Failure to report at the expiration of the maternity and/or childcare leave or any of its extensions is equivalent to resignation and is subject to conditions governing resignations. Any employee returning at the expiration of twelve (12) months shall do so without loss of seniority. Any employee absent for more than twelve (12) months for maternity/childcare reasons shall be terminated from the Company with loss of seniority. Whenever an employee takes a maternity and/or childcare leave, the Company shall give the employee a printed copy of this clause. Where applicable state or federal law entitles an employee to maternity and/or childcare leave on terms other than those specified above, or entitles an employee to family leave for reasons other than pregnancy or childcare, such leave will be granted consistent with law. Failure to report at the expiration of such leave, or to comply with the terms of such leave, is equivalent to resignation and is subject to conditions governing resignations.

c. If contractual entitlements are superior to entitlements provided by law, then contractual entitlements will govern.

11.1-5. Return From Leave Of Absence. An employee returning from a leave of absence will return to the same job held prior to the leave of absence. In the event the job formerly held by such employee no longer exists, such employee shall exercise seniority rights in accordance with this Agreement. However, the returning employee must then have the physical and mental qualifications for the job to which they are entitled under this Paragraph 11.1-5.

11.1-6 Family and Medical Leave Act. Employees will be granted leaves of absence pursuant to the Family and Medical Leave Act. The employer shall grant employees up to twelve (12) weeks unpaid leave each calendar year in accordance with the Family and Medical Act, and shall adhere to all components of the Act. The employer shall grant FMLA leave based on certification of an FMLA event by the employee's personal physician.

11.2. Leaves Of Absence With Pay.

11.2-1. Jury Duty. An employee who presents official court certificates to the Company showing dates when called for jury duty and remuneration received, shall be paid the difference between the amount received for such jury duty and the employee's standard base rate of pay plus shift differential, if applicable, only for each regularly scheduled day lost from work.

11.2-2. Court Appearance. An employee may receive a court appearance benefit for a maximum of one (1) day for each court case in which the employee is subpoenaed. This benefit is applicable to court cases in which the employee is not a party and to which the Company or the Union is not a party. An employee shall be paid the difference between the amount received for such appearance and the employee's standard base rate of pay plus shift differential, if applicable, only for one regularly scheduled day lost from work for each case. An employee requesting court appearance benefits

must present to the Company official documentation of the employee's court appearance including the subpoena, indicating the remuneration received from any source for their appearance.

11.2-3. Annual Military Encampment Or Cruise.

The Company shall pay to an employee serving in the National Guard of the States, the Naval Militia or the United States Armed Forces Reserve for each day of absence from employment during the annual one (1) or two (2) weeks' encampment or cruise or, in the case of National Guardsmen, when performing duty in emergencies such as floods, fires, prison breaks, public disorders, etc., for not more than thirty (30) days of absence from employment in any one calendar year, the difference between the employee's standard base rate of pay plus shift differential, if applicable, (on the basis of an eight (8) hour day, forty (40) hour week), and the amount of compensation per day received for such military or naval duty.

11.2-4. Death In Family. An employee shall be paid the employee's standard base rate plus shift differential, if applicable, for absence from scheduled work, not to exceed four (4) days where such absence is necessitated by death in the immediate family (i.e., husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, or any other person who, in the opinion of the Company, is in a similarly close personal relationship to the employee), or not to exceed one (1) day where such absence is necessitated by death of a close relative other than those mentioned above; provided that such absence is authorized by the immediate supervisor. Additionally, death-in-family benefits will be granted during a vacation for a death in the immediate family, only. In order to obtain these benefits, an employee must contact his/her supervisor at the time of death.

Time off with pay under Paragraphs 11.2-1 through 11.2-4 shall be considered as time worked for the purpose of computing weekly overtime.

11.2-5. In The Event Of Layoff. Leaves of Absence, regardless of reason, will not be granted to an employee who is laid off, and will not be extended if the employee would have been laid off had the employee been working during his/her leave. In the latter case, the employee shall be considered as having been laid off on the date on which the employee would have been laid off if working.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.1. Should differences arise between the Company and the Union or between the Company and any employee, in order to promote and improve industrial harmony, an earnest effort shall be made to settle such differences in accordance with the following procedure:

12.1-1. First Step. An aggrieved employee, with or without the steward, shall discuss the grievance with the employee's immediate supervisor and the latter shall give an answer within one (1) working day after the grievance is presented. If the grievance is not resolved within that time limit, the Union shall submit the grievance in writing and the immediate supervisor shall give his/her answer in writing within one (1) working day.

12.1-2. Second Step. If the written answer in First Step is not satisfactory, the grievance shall be submitted by the Union within three (3) working days of the supervisor's written answer in First Step to the Company's designated representative at a higher level of supervision. The latter shall hold a meeting with no more than two (2) representatives of the Union, with or without the employee, and give a written answer no later than five (5) working days following receipt of grievance.

12.1-3. Third Step. If the answer in Second Step is not satisfactory, the grievance shall be submitted within thirty (30) calendar days to the Company's designated representative(s). The latter shall hold a meeting within seven (7) working days with no more than five (5) representatives of the Union with or without the employee and shall give a written answer no later than seven (7) working days following the meeting at this Step.

12.1-4. Fourth Step.

a. Any grievance as to the meaning or application of the provisions of this Agreement which is not satisfactorily settled under Third Step above may be submitted by either party for arbitration upon written notice to the other party within thirty (30) calendar days after receipt of the written answer.

b. The Company or the Union shall request the Federal Mediation and Conciliation Service on all pending cases and within ten (10) calendar days after notice under Paragraph 12.1-4, a above, to furnish a panel of arbitrators which the Company and the Union shall separately rate and request that the Federal Mediation and Conciliation Service designate the arbitrator, selecting the arbitrator who receives the highest combined rating. Only one (1) grievance may be heard before the designated arbitrator except where the parties agree otherwise.

c. In the event it is mutually agreed by the Union and Plant Management that the services of a permanent arbitrator are desirable, they will select a permanent arbitrator by mutual agreement to hear all arbitration cases, until terminated by either party upon written notice to the other.

d. The arbitrator shall not be governed by legal rules of evidence but may receive any logical evidence which the arbitrator deems to have probative value. The decision of the arbitrator shall be final and binding on the Company, the Union, and the employee, except that the arbitrator shall have

no power to add to, subtract from, or modify any of the terms of this Agreement or any agreements made supplementary hereto. The arbitrator shall be asked to render his/her decision within fifteen (15) days after the case is presented for arbitration.

e. The fees and expenses of the arbitrator will be shared equally by the Union and the Company; including any clerical or stenographic expenses that both agree to. All other expenses shall be borne by the party incurring them.

12.2. Any employee caused to suffer any loss of compensation through Company action shall, if upheld in grievance or arbitration proceedings in a claim of unfair action, be reimbursed for such loss, except that a lesser amount may be determined to be appropriate by the parties or the arbitrator, provided that no adjustment of compensation shall be retroactive beyond thirty (30) calendar days prior to the date the grievance was first submitted to the Company in writing. The parties agree, however, that adjustment of compensation shall not be limited retroactively to thirty (30) calendar days as described above when the loss of compensation results solely from a clerical error as established by the Company records.

12.3. Committeemen, or stewards will be given necessary time off from their regular work to attend grievance hearings with Company representatives. For such time off a Union representative or other employee present at such meetings with the Company shall receive his/her standard base rate of pay plus shift differential, if applicable. However, he/she shall not be paid for time spent at such meetings with the Company which are before or after his normal or regularly scheduled hours of work.

12.4. Any individual employee or group of employees shall have the right at any time to present grievances to the Company and to have such grievances adjusted, without the presence of Union representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.

12.5. If a grievance is not appealed to the next step in the grievance procedure within the time specified or within the mutually extended time, the grievance shall be considered settled on the basis of the last decision given. If the Company shall fail at any step of this procedure to observe stated time limits, and in the absence of a mutual extension, the grievance shall automatically go into the next step of the procedure unless notice is given by the Union to the contrary.

No grievance will be accepted for adjustment unless raised within thirty (30) calendar days of occurrence or of the time that the employee could reasonably have been expected to know of the grievance. The time limits provided at any step of the grievance procedure may be extended by mutual agreement.

12.6. Representatives of the Union shall upon request of the Union to the Plant Manager or other designated representative and upon explanation of the purpose, be admitted to the Plant at any reasonable time during working hours for the purpose of assisting in the adjustment of grievances.

12.7. Whenever employees are mentioned in this procedure, their number shall not exceed two (2).

12.8. Whenever "working day" is mentioned in the above procedure, it shall not mean Saturdays, Sundays or holidays, except for handling First Step grievances of employees who are scheduled and work on such days.

ARTICLE 13 - UNION SECURITY

13.1. As used in this Agreement the term "employees" shall mean employees in the bargaining unit as defined in Article I.

13.2. All employees, who on the date of execution of this Agreement were members of the Union, and all employees who thereafter become members of the Union shall, as a condition of continued employment, remain members of the Union in good standing for the duration of this Agreement.

13.3. All individuals, who by hire or transfer became or become employees as herein defined shall, at the expiration of their probationary period or the date of execution of this Agreement, whichever is later, become and remain members of the Union in good standing for the duration of this Agreement.

13.4. As used in this Article, membership in good standing in the Union shall require only that the employee tender to the Union the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership.

ARTICLE 14 - CHECK-OFF OF UNION DUES

14.1. Check-Off. The Company agrees that it will deduct from the pay of each employee who is a member of the Union, the employee's monthly dues and initiation fee, provided the employee certifies to the Company in writing that he/she wants such deductions made, in four equal installments in each of the first four pay periods each month, provided that the monthly dues are and remain divisible by four. Union dues and initiation fees shall be deducted on the thirty-first (31st) day following initial date of hire.

14.2. Written Authorization For Check-Off. The written authorization to deduct Union dues and initiation fees shall be in the following form:

To: Merck & Co., Inc.

I hereby assign to and authorize and direct my Employer, Merck & Co., Inc. to deduct my regular monthly Union dues and my Union initiation fee (if any) out of my wages and pay same to the Union. This assignment and authorization shall be irrevocable for a period of one (1) year from the date hereof or until the expiration of the current labor contract, whichever occurs sooner, and shall automatically renew itself for successive irrevocable annual period or for the period of each successive applicable labor contract, whichever period expires first, unless I give notice in writing of a contrary intention to my Employer and to the Union at least thirty (30) days before expiration of any annual period of any applicable labor contract, whichever occurs first.

Date _____ Signature _____

Witness _____ Plant _____

Department _____

14.3. Transmittal Of Dues. The dues thus deducted will be transmitted by the Company to the Financial Secretary-Treasurer of Local 2-86, Paper, Allied-Industrial, Chemical and Energy Workers International Union, AFL-CIO, at such official address as the Union shall authorize to the Company in writing within ten (10) days from the date of which such deductions were made. The Union will furnish the Company with its official receipt for all moneys thus transmitted to it.

14.4. Protection Of Company Against Claims By Employees. The Union agrees to indemnify the Company against any award, judgment, loss or expense arising out of any legal claim made against the Company by any employee because of such deductions from his wages.

ARTICLE 15 - SUBCONTRACTING

It is the intention of the parties and of this provision to protect and preserve bargaining unit work for bargaining unit employees.

The Company will not contract out work to individuals or to other companies which is normally performed by bargaining unit(s) employees where the necessary equipment is at hand, qualified employees are available, project completion dates can be met and the results would otherwise be consistent with efficient and economic operations.

ARTICLE 16 - NO STRIKE NO LOCKOUT

The Union agrees that while this Agreement is in effect, it will not call or in any manner sanction, and that the employees covered by this Agreement will not engage in any strike, slowdown or other concerted activity resulting in interference with or impediment to production, nor will the Union ignore or disregard any such strike or activity by employees. Union liability, however, shall exist in case, but only in case, the Union calls, sanctions, ignores or disregards such strike or activity. The Company agrees that there shall be no lockouts.

ARTICLE 17 - NONDISCRIMINATION

The Company and the Union agree that no discrimination shall be practiced against any employee because of race, creed, religion, color, national origin, ancestry, sex, marital status, veteran status, age, or the presence of a handicap, except in those instances where age, sex, the exercise of

Family Medical Leave Act rights or the absence of a handicap may constitute a bona fide occupational qualification or except as age is a factor in the Merck Pension Plan and/or in an apprentice training program, if applicable.

ARTICLE 18 - WAGE ADJUSTMENT

A request by any party to this Agreement for a wage rate adjustment to be applicable to this bargaining unit covered herein shall be a subject for negotiation solely under this Agreement and, therefore, shall be negotiated only by and between all parties thereto.

ARTICLE 19 - COST OF LIVING

19.1. An employee on the payroll before May 1, 1985, will continue to receive accumulated COLA in the amount of three dollars and 15/100 (\$3.15). Any employee hired on or after May 1, 1985, will be hired into an appropriate job classification but will receive the total floating COLA, three dollars and 15/100 (\$3.15), as follows: Such an employee will receive no less than fifteen cents (\$0.15) COLA at the time of hire. Such an employee will then enter into the following COLA progression schedule: On the employee's first anniversary date, the employee will receive a thirty cent (\$.30) per hour COLA increase on each subsequent anniversary date until the employee's total COLA reaches three dollars and 15/100 (\$3.15) per hour.

19.1-1. For purposes of this Article, employees covered by this Agreement will be divided into three groups: Group I includes those employees in job classifications in Labor Grades 10 through 12. Group II includes those employees in job classifications in Labor Grades 6 through 9. Group III includes those employees in job classifications in Labor Grades 1 through 5.

19.1-2. On January 1 and/or July 1 of each year, the Company may provide that employees in any job classification at any site covered by this Agreement, will receive COLA increments in multiples of fifteen cents (\$.15) at the time of hire, provided, however, that no employee in that job classification's group at the affected site will receive less COLA than any employee whose hiring rate has been so adjusted. The local union(s) at the affected site will be notified of the hiring rate adjustment in the month preceding the adjustment.

19.1-3. Such adjustments will not affect the COLA progression described in Section 19.1 above, provided that no employee may receive more than three dollars and 15/100 (\$3.15) in outstanding COLA.

19.2. All additions to COLA shall be independent of general wage increases. The COLA shall not be added to the base or any incentive rate or become a fixed part of such rate for any classification and shall be an hourly additive only excepting such COLA adjustments shall be applied to vacation pay, holiday pay, overtime pay, etc.

19.3. Section 19.2 of this Article shall be inactive until such time as the parties mutually agree to activate it, i.e., post-April 30, 1991.

19.4. In the event the All Cities Urban Wage Earners and Clerical Workers Official Consumer Price Index (Revised Series) (CPI-W) published by the U.S. Department of Labor BLS (1967 = 100) registers an increase or decrease, there shall be an upward or downward adjustment as follows:

19.4-1. The cost-of-living adjustment shall be one cent (\$.01) per hour for every three tenths (.3) change in the Index.

19.4-2. The cost-of-living adjustment shall be determined quarterly and shall be based upon any increase or decrease between the last published figure of the Index prior to the beginning of a quarter (ex. prior to May 16, 1981) and the last published figure of the Index prior to the end of a quarter (ex. prior to August 16, 1981). Any quarterly adjustment required will be made at the beginning of the first (1st) pay period after receipt of the appropriate Index.

19.5. In no event will a decline in the All Cities Urban Wage Earners and Clerical Workers (Revised Series) (CP1-W) below the level of 178.2 result in a reduction of base rates in effect at the time.

19.6. No adjustments retroactive or otherwise shall be made due to any reason including any revision which may later be made in the (1967=100) All Cities Urban Wage Earners and Clerical Workers (Revised Series) (CP1-W) Index.

19.7. Continuation of the cost-of-living adjustment shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index on the effective date of this Agreement. If BLS changes the Index as to form or the basis of calculation, the parties agree to request the Bureau to make available for the life of this Agreement a monthly CPI for the balance of this Agreement.

19.8. Cost-of-living adjustments provisions shall provide for a cap of fifteen cents (\$.15) per year when revived.

ARTICLE 20 - LONG-TERM DISABILITY

20.1. During the term of this Agreement, employees shall be covered by a long-term disability plan.

20.2. The Long-Term Disability Plan shall provide benefits equal to sixty (60) percent of base wages received

immediately prior to the date of accident or sickness, after a waiting period of twenty-six (26) continuous weeks in accordance with the terms and conditions set forth in the Long-Term Disability Plan. Effective July 1, 1995, each employee's COLA will be added to base pay for purposes of calculating benefits under the Long Term Disability Plan. Long-term disability benefits are offset by any Merck compensation, pension, insurance payments and temporary worker's compensation benefits, federal social security (both primary and family) or similar benefits received subsequent to the expiration of the waiting period. The amount of offset for social security benefits shall be computed at the time the employee qualifies for long-term disability. Subsequent increases in social security benefits shall not be used to reduce long-term disability benefits. For illnesses commencing on or after July 1, 1981, the minimum long-term disability benefit shall be one hundred dollars (\$100) per month, exclusive of offsets; subject to a total benefit level inclusive of offsets of eighty-five (85) percent of base wages received immediately prior to the date of accident or sickness. Employees need not be actively at work on the effective date of the plan in order to be eligible for coverage and U.S. military service-connected disability payments shall not be used to offset benefits received under the plan.

20.3. The Company will extend its short-term disability program set forth in this Agreement to provide a minimum benefit at least equal to the benefit provided under the New Jersey State Temporary Disability Benefits Law for a period equal to the waiting period required before benefits begin under the Long-Term Disability Benefits Plan.

20.4. An employee who recovers from long term disability or is denied long term disability benefits will return to his/her former position. If the employee is unable medically to perform the functions of his/her prior position, then he/she shall have the right to bid into an open job or may be placed into a vacant position within his/her restrictions on the same shift as the employee's former job. Upon successful bid or

placement, the employee will receive the rate of the job in question. An employee who is denied long-term disability benefits must return to work and actively bid on jobs immediately. An employee who does not return to work after a denial of long term disability or, if medically unable to return to his/her former position, fails to actively seek alternative positions, fails to accept a successful bid or fails to accept a placement to an open job will be deemed to have resigned from employment and his/her seniority will be lost.

ARTICLE 21 - UNION-COMPANY RELATIONS

21.1. No Union Solicitation Of Supervisors. The Union will not solicit or accept membership from a supervisory employee of the Company as defined in Article I, and any member of the Union upon his/her promotion and while he/she occupies a supervisory position with the Company shall withdraw from the Union.

21.2. Work Done By Excluded Personnel.

21.2-1. No excluded person as defined in Article I, shall do work of a production or maintenance employee for the purpose of depriving other employees of work. The Company will see to it that supervisors perform work of a supervisory nature and do not perform work normally done by members of the bargaining unit.

21.2-2. The Union will, of course, recognize that tasks such as experimental work and training of employees are supervisory in nature and are normally performed by supervisors and that they can assist in production and maintenance difficulties.

21.3. No Coercion Of Employees Nor Interference With Production. The Union will not, and will not permit its members to, and the Company will not, and will not permit its employees to, intimidate, coerce, or threaten any other

employee of the Company for any reason; and the Union further agrees that neither it nor any of its members will conduct any Union activity on Company time which interferes with production, or conduct Union solicitation during working hours except as permitted by this Agreement.

21.4. No Discrimination For Union Activity. The Company agrees that there will be no discrimination, interference, restraint or coercion by it or any of its agents against any employee because he joins the Union or because of his membership or lawful activity in the Union.

21.5. Company's Rules And Regulations. Employees shall abide by the existing rules and regulations of the Company as well as those that may be issued by the Company from time to time. The Company will notify the Local Union Plant Committee where practical seventy-two (72) hours in advance of such contemplated changes and give the Local Union Plant Committee the opportunity to present its views. The Local Union Plant Committee shall have the right to question the reasonableness of such rules and regulations or the application thereof. Any changes in rules and regulations of the Company will be posted on the Company's bulletin boards. Violations of the Company's rules and regulations may result in warnings, suspensions, discharges or other disciplinary actions. The Company will continue its present practice of reviewing all written warnings approximately three (3) months following their issuance and will determine whether the cause of the warning has been corrected. A written record of this review will be given to the employee and the Local Union Plant Committee. Should the Local Union Plant Committee or employee disagree with the Company's determination as to whether the cause of the warnings has been corrected, such disagreement may be referred to the grievance procedure and arbitration as provided in this Agreement.

21.6. Union Orientation. The Company shall provide a facility for one (1) to two (2) hours per month for

the purpose of Union orientation to be presented by a Local Union officer. The agenda and content will be presented to the Company for its review and approval. This program will be renewable on each successive January 1, upon mutual agreement of the parties.

ARTICLE 22 - WORKING HOURS

22.1. No Guarantee Of Hours. This Article is intended only to provide a basis for calculating overtime and is not a guarantee of hours worked per day or per week.

22.2. Normal Work Week. The normal workweek shall consist of forty (40) hours per week. The normal work-day shall consist of eight (8) hours per day on each shift.

22.3. Definition Of Work Week. The Company's present workweek begins on Monday at 12:00 A.M. and ends at the beginning of the following week. The Company will continue its past practice of a forty (40) hour week to consist of five (5) consecutive eight (8) hour days beginning Monday except in cases where the nature of the work requires continuous or daily attention, such as certain technical operations, certain manufacturing or packaging operations, watchmen, stationary engineers, emergency warehouse employee, etc. It is recognized that in the future there may be new jobs or changes in the nature of present jobs that will require continuous attention. If such is the case, the Company reserves the right to change the shift schedules when such change is important for operational efficiency for such jobs and will notify the Union where practicable seventy-two (72) hours in advance of such contemplated changes and give the Union opportunity to present its views. If an employee's starting time is going to be changed more than one (1) hour within a shift, the employee will be laid off and his job reposted.

22.4. Overtime.

22.4-1. Allocation Procedures. All overtime hours will be recorded as paid overtime hours whether the employee's regular shift is worked or not. Saturday and Sunday hours, when part of a regular workweek, will be recorded as straight hours, not premium hours. Overtime hours revert to zero (0) on January 1 of each year.

22.4-2. New Hires Or Transfers.

a. All overtime hours for new hires or transfers, either regular or loan labor will be recorded with loan labor hours designated as such. An employee entering the department who does not perform loan labor will be charged with the highest number of overtime hours in the classification. An employee entering the department who requests to be placed on the loan labor list and who is placed on the list by the Company will be charged with the total number of overtime hours, both regular and loan labor. An employee who transfers into a job with established training procedures or evaluation will complete that training (required to do the job) before being placed into overtime rotation and will pick up high hours at that point in time plus any loan(ed) labor performed by him/her during his/her training period. Apprentice Training Program rules for eligibility will still apply.

b. An employee bumping or bidding into another position will be charged with the highest number of hours shown on department records of any employee remaining in the job classification on that shift when the employee becomes eligible for overtime within the employee's job classification. An employee who transfers into a job with established training procedures or evaluation will complete that training (required to do the job) before being placed into overtime rotation and will pick up high hours at that point in time. Apprentice Training Program rules for eligibility will still apply.

c. When a transfer, as described above, occurs and there is no incumbent in the job classification on the shift affected, the following provisions will apply:

(1) In a one (1) shift operation only, the transferring employee will start at zero (0) hours.

(2) In a two (2) shift operation, the transferring employee will start at the highest number of hours shown on department records of any employee in the job classification on the adjoining shift.

(3) In a three (3) shift operation, the transferring employee will start at the highest number of hours shown on department records of any employee in the job classification on any of three (3) shifts.

d. Any employee placed back in a previous job within the thirty (30) day evaluation period for any reason and any other employee affected by that action will assume the highest overtime hours on record at the time they transfer back to the previous job classification and shift held. If there is no incumbent in the job classification on the shift(s) affected, the provisions set forth in Subparagraphs (1), (2) and (3) above will apply.

22.4-3. Unscheduled Overtime. Anyone called in for overtime will be charged beginning two (2) hours after the call is made or when the employee who accepts the overtime arrives for work, whichever is greater.

22.4-4. Vacation And Overtime Eligibility. Excluding shutdown weeks and emergencies, an employee who uses vacation time and/or personal time for all regularly scheduled, non-holiday work days during a week with a holiday, will not be eligible to work any holidays during that week or for the sixth (6th) and seventh (7th) day following that week. An employee will not be charged for hours that they are not eligible to work under this paragraph.

22.4-5. Premium Pay For Overtime. Any work performed in excess of eight (8) hours and less than twelve (12) hours in one (1) day or forty (40) hours in one (1) week shall be considered overtime and shall be paid for at the rate of time and one-half (1 1/2). Daily overtime in excess of twelve (12) hours shall be paid for at the rate of double (2) time(s). The regular shift starting time will mark the beginning of the day for the purposes of calculating time worked in a twenty-four (24) hour period and the computation of the sixth (6th) and seventh (7th) days of the work week.

22.4-6. Notice Of Overtime Work. Except in emergency situations, the Company will give twenty-four (24) hours notice of overtime work and will not require an employee who does not wish to work overtime to do so, unless there is an insufficient number of qualified volunteers in the department and job classification involved. An employee designated to work overtime shall work in accordance with the Company's decision notwithstanding a claim that this Section has been violated, but all such claims may be filed as grievances. The Union agrees that an employee working on a job performed on a multiple shift basis shall not leave the job at the close of his/her shift until the employee's replacement on the following shift reports for work unless given permission to leave by the supervisor.

22.4-7. Distribution Of Overtime Work. Insofar as it is practicable, overtime will be distributed equally among employees in the same department performing work in the same job classification. If an employee is bypassed for an overtime assignment, the Company will offer the employee the next available and equivalent overtime opportunity (ies) that the employee would not have otherwise been eligible for by virtue of total overtime hours (i.e. same shift equivalent hours). This will not displace any individual previously scheduled for the overtime assignment. If the employee refuses that overtime opportunity, he shall be offered the next available overtime opportunity of an equal amount of paid hours, which

occurs in the same calendar year as did the bypass. If the employee refuses both opportunities, the employee shall be charged for one refusal and the Company shall have no further obligations to the employee as a result of the bypass. However, where the overtime opportunities cannot be offered in the calendar year in which the bypass occurred, the Company will pay the employee the amount the employee would have earned in the overtime opportunity had the employee not been bypassed. No make-up opportunity for a bypass will be offered to an employee on a day that the employee does not work his/her regular shift due to vacation, death in family, jury duty, military encampment, illness or injury leave, or personal leave of absence. The Company will continue its past practice of permitting stewards to inspect, on their request and at reasonable intervals, the past records of departmental overtime hours assigned.

22.4-8. Single Day Vacation/Personal Day Overtime. An employee is only restricted from working overtime during the twenty-four (24) hour period in which the single vacation day or personal day occurs. The only exception is second (2nd) and third (3rd) shift employees who schedule their fifth (5th) scheduled workday as a vacation day or personal day. In that instance, the employee will be eligible to work overtime on their sixth (6th) day, if only one shift is scheduled that day.

22.4-9. No Reduction In WorkWeek Because Of Overtime. When an employee works overtime in excess of the employee's normally scheduled eight (8) hour day or forty (40) hour-week, Monday through Friday (except in cases of continuous operation as described in Section C above) the employee shall not suffer a diminution of work in the employee's regularly scheduled forty (40) hour week when the sole purpose is to equalize the time to a forty (40) hour-week.

22.4-10. Layoff Overtime. Any employee scheduled for layoff will be permitted to work a holiday and/or sixth (6th) and seventh (7th) day in the week in which the employee is laid off provided the employee is regularly scheduled to work the day before the holiday and/or the sixth (6th) and seventh (7th) day, and the overtime assignment is in accordance with the department's overtime guidelines. This provision does not apply to start-up overtime (two (2) hours or less) on the seventh (7th) day or any overtime involving an immediate bump.

22.5. Report-In-Pay. If an employee (other than a part-time employee) reports for work on a regularly scheduled day and the employee has not been notified on or before the previous day not to do so, the employee shall receive four (4) hours pay at his/her hourly rate if there is no work for him/her.

22.6. Pay For Incomplete Day's Work. If an employee is scheduled to report for work and does report and actually begins to work, the employee shall receive pay for all time actually worked at the applicable rate under this Agreement, but not less than the employee's hourly rate for the number of hours scheduled (not exceeding eight (8) or for four (4) hours, whichever is greater). In the event operations are suspended due to acts of God or other causes beyond the Company's control, such as fires, floods, storm, failure of power supply, work stoppages and related reasons, an employee shall be entitled to only four (4) hours pay at hourly rate, or pay for actual hours worked at the applicable rate, whichever is greater.

22.7. 16-Hour Rule. An Employee will be allowed to work a maximum of sixteen (16) hours in any twenty-four (24) hour period. The sixteen (16) hour increment must include eight (8) hours of the employee's regular shift, whether worked or not. The only exception to this rule will be an employee who is scheduled to work start-up overtime (who in no event will be permitted to work more than seventeen (17)

hours in any twenty-four (24) hour period) and an employee required to work in emergencies as determined by the Company. An employee will not be assigned the overtime unless the employee is capable of completing the assignment within the above limitations. Any employee having the opportunity to work the next two (2) consecutive shifts following the employee's regular shift will be charged for both opportunities if the overtime is refused.

22.8. Pay For Unscheduled Emergency Work. If an employee is called to do unscheduled emergency work outside the employee's regular working hours, the employee shall receive pay for all time actually worked at the applicable rate under this agreement, but not less than four (4) hours pay at the applicable rate and may go home when the job is completed. However, if the emergency job is continuous with the employee's regular shift, the employee shall be paid only for the actual time worked before the start or after the close of his regular shift at the applicable rate under this Agreement.

22.9. Shift Premium. An employee assigned to a regularly scheduled second (2nd) shift shall be paid an additional premium of forty-two cents (\$.42) per hour for work performed on that shift, and an employee assigned to a regularly scheduled third (3rd) shift shall be paid an additional premium of sixty-two cents (\$.62) per hour for work performed on that shift. These shift premiums shall be considered as part of the hourly rate for the purposes of overtime. The second (2nd) shift shall be defined as a shift beginning at or after 2:00 P.M. and before 8:00 P.M. The third (3rd) shift shall be defined as a shift beginning at or after 8:00 P.M. and before 5:00 A.M.

22.10. Rest Periods. The Company shall continue its present practice of granting two (2) ten (10) minute rest periods during a regular eight (8) hour-shift. One (1) rest period will be taken during the first (1st) four (4) hours of the employee's shift and the second (2nd) rest period will be taken during the second (2nd) four (4) hours of the shift.

22.11. Lunch Periods. Lunch periods are unpaid, except in those areas where the Company and union have agreed to maintain the existing practice of a paid lunch (Powerhouse, Utilities, Security, the Incinerator Operator, and the Control Room Operators). The duration of unpaid lunches vary from department to department are defined by the period of time in which the applicable shift exceeds 8 hours. In those areas with paid lunches, the duration of such lunch is 20 minutes. The Company will notify the Union twenty-four (24) hours in advance of changes in lunch periods and will give the Union opportunity to present its objections, if any.

22.12. Overtime Lunch Periods. A one-half (1/2) hour lunch period shall be granted an employee performing two (2) or more consecutive hours of actual overtime work immediately prior to or subsequent to the employee's regular scheduled hours of work. A second (2nd) one-half (1/2) hour lunch period shall be granted to an employee performing six (6) or more consecutive hours of actual overtime work immediately prior to or subsequent to the employee's regular scheduled hours of work. Such lunch periods shall be considered time worked for payroll purposes; however, under no circumstances shall payment be made in lieu of time off the job under this Paragraph except in instances where in the opinion of the supervisor, the employee cannot be excused from work.

22.13. Pay For Scheduled Sixth And Seventh Days And Holidays. If an employee is scheduled to work a sixth (6th) or seventh (7th) day and/or holiday outside the employee's regular working hours, then the employee shall receive pay for all time actually worked at the applicable rate under this Agreement, but in no event shall the employee receive less than four (4) hours pay at his hourly rate. The employee may go home when the job is completed.

22.14. Premium Pay For Sixth And Seventh Days. An employee regularly scheduled to work a five (5), six (6) or seven (7) day week shall be paid time and one-half (1 1/2) for

all work performed up to twelve (12) hours on the sixth (6th) day of the employee's work week and double (2) time(s) for all work performed in excess of twelve (12) hours on the sixth (6th) day and for all work performed on the seventh (7th) day of the employee's work week.

22.15. Regularly Scheduled WorkWeek Defined.

The term "regularly scheduled work week" as used in Section 22.14 above refers to any schedule of workdays effective without change for a period of four (4) consecutive weeks or longer. Such schedule shall be considered as fixing the regularly scheduled workweek from the date it first becomes effective. When an existing schedule of workdays is to be changed, the Company shall post a notice of such changes which shall state the period for which the new schedule is to remain in effect. If, during the final week of such new schedule, the Company does not post notice stating the additional period for which such schedule is to remain in effect, then for the purposes of Section 22.14 above and this Section 22.15 the "regularly scheduled work week" of the employee shall be deemed to be that which was in existence immediately prior to the change in the schedule.

22.16. Premium Pay For Work Performed On

Saturday. An employee on a regular five (5) day work week which includes Saturday (which shall mean a shift that begins on Saturday) shall receive a premium of time and one-quarter (1 1/4) for work performed on Saturday (which shall mean all hours worked on a shift that begins on Saturday). This premium shall not be effective when any premium of time and one-half (1 1/2) or higher is paid for such hours.

22.17. Premium Pay For Work Performed On

Sunday. An employee on a regular five day (5) workweek which includes Sunday (which shall mean a shift that begins on Sunday), shall be paid for work performed on Sunday (which shall mean all hours worked on a shift that begins on Sunday) at the rate of time and one-half (1 1/2) except that

work performed on Sunday in excess of forty (40) hours in the payroll week shall be paid for on the basis of double (2) time(s).

22.18. No Pyramiding Of Premium Or Overtime Rates. When time worked is to be paid at a premium or overtime rate under two (2) or more provisions of this Agreement, such time shall be paid for at the highest applicable overtime or premium rate, but in no event shall overtime or premium rates be pyramided, nor shall an employee be paid both daily and weekly overtime for the same hours worked.

ARTICLE 23 - SENIORITY

23.1. Definition Of Seniority. Seniority is the right of preference with reference to layoff and rehiring (and other actions referred to in other provisions of this Agreement in which seniority is specifically mentioned as a factor) measured by length of service in groups as hereinafter defined. In the determination of rights under this Article, length of service shall include (1) periods of absence with leave, (2) periods of layoff due to lack of work, but not exceeding forty-eight (48) consecutive months except that, if during the forty-eighth (48th) month of layoff the Company receives written notice from an employee so requesting, the period for that employee shall be extended for an additional six (6) months, and (3) periods of absence due to injury or illness. In the event two (2) or more employees have the same date of employment, seniority shall be determined by the time of hiring stamped on the employees' applications for employment, which time shall also be stamped upon the Union's copy of the Union Dues Authorization card. The employee with the earliest time stamp shall be the most senior and so on. The time stamps shall be consistent with the assigned shifts. That is, employees assigned to the earliest shifts on the day which they start to work shall have a time stamp earlier than employees assigned to a later shift that day. Employees with common seniority, hired prior to the use of the time stamp, shall have their

seniority with respect to each other determined by a drawing on each occasion where seniority is the determining factor.

23.1-1. Company Seniority. Company seniority shall mean the total length of an employee's service with the Company's Merck Sharp & Dohme Division, Pharmaceutical Division, Manufacturing Division and Research Laboratories Division (including operations of Merck Institute for Therapeutic Research) at King of Prussia and West Point, Pennsylvania, and with any divisions which may hereafter operate at those locations, commencing with the latest date of hiring.

23.1-2. Seniority Of Union Representatives. Members of the Plant Committee and stewards under this Agreement shall head the Company and the job classification seniority list for the duration of their terms of office. At the expiration of their terms of office, they shall return to their regular seniority standing. Such top seniority rights shall only apply in cases of layoff and rehiring. Stewards may exercise such top seniority rights only within the work unit or department they represent, and shall otherwise be entitled only to the seniority rights which their Company seniority gives them.

23.1-3. Accumulation Of Company Seniority While Out Of Bargaining Unit.

a. Any employee as defined in Article 1 who voluntarily transfers to any non-supervisory position which is excluded from the bargaining unit shall lose all seniority in the bargaining unit and shall re-enter the bargaining unit at the bottom of the seniority list. Similarly, any person other than a bargaining unit employee, as defined in Article 1 and any person who holds or has held a supervisory position in the Company shall enter the bargaining unit at the bottom of the seniority list excluding those employees who entered the bargaining unit prior to May 1, 1964.

b.. Any other employee who is laid off from the bargaining unit and takes a position with the Company outside the bargaining unit at West Point shall not lose his Company seniority during the period the employee occupies such position, so that in the event such employee returns to a job in the bargaining unit the employee shall be credited with Company seniority from the original date of employment subject, however, to the provisions of Article 23, Paragraphs 23.8 and 23.9 of the Agreement.

23.2. Probationary Period. An employee in a qualified job shall work ninety (90) working days before being placed on any seniority list. An employee in a non-qualified job shall work sixty (60) working days before being placed on any seniority list. An employee during this period may be terminated by the Company without such termination being subject to the grievance procedure. A probationary employee will be allowed to bid and transfer into another position during his/her probationary period. After completing the period here referred to, the employee shall become a regular employee and the employee's Company seniority shall start from the date of hire.

23.3. Job Posting.

23.3-1. The Company will post all job openings in the bargaining unit for a period of two (2) days and twenty (20) hours on departmental Company bulletin boards except in those cases where agreement is reached with the Union that the posting may be for a shorter period of time. Applications will not be accepted after an open job has been posted for two (2) days and twenty (20) hours except from an employee who has been notified of layoff subsequent thereto. Such employee may apply for such job for which a selection has already been made but the person selected has not yet begun to work on such job. Such jobs will be considered as still open and a more senior person scheduled for layoff may apply and be selected on an open-job basis. Applications for

all permanent jobs which are cancelled and reposted as temporary, and applications for all temporary jobs which are cancelled and reposted as permanent for the same opening, will be considered along with the applications for the reposted job. The Union will cooperate with the Company in the implementation of an electronic bid system.

23.3-2. A day of posting shall begin at 12:00 noon of any given work day and continue until 12:00 noon of the following work day except on the third (3rd) day when it will continue to only 8:00 A.M.

23.3-3. The Company will provide the Union with a copy of the daily Job Opening List.

23.4. Promotion.

23.4-1. The Company will make advancements and promotions of employees within the bargaining unit on the following basis: In the case of production job classifications through labor grade 7 and production clerical job classifications through labor grade 3, the most senior employee able to perform the duties and responsibilities of the given job will be advanced or promoted, except for those labor grade 6 or labor grade 7 jobs that require qualifications. In the case of employees in production job classifications above labor grade 7 and production clerical job classifications above labor grade 3, the most senior employee having the minimum qualifications for the given job will be advanced or promoted. The Company's intention in filling production job classifications above labor grade 7 and production clerical job classifications above labor grade 3 is to assure that proper consideration is given to the most senior applicant's qualifications and/or experience, whether obtained within or outside the Company. The Company will provide reasonable training for selected employees.

23.4-2. Only twenty-five (25) percent of the positions in the Granulator and Tablet Maker classifications may be held by trainees. This twenty-five (25) percent level will be maintained in both bidding and bumping situations. When a vacancy exists in either the Granulator or Tablet Maker classification, both the trainee and the established position will be posted. If after fulfilling the twenty-five (25) percent trainee commitment the Company is unable to fill the established position, the Company may fill the trainee position.

23.4-3. Employees will be permitted to bump into trainee positions and will assume the normal training period required for that position. In addition, employees will be permitted to bump a less senior qualified Granulator or Tablet Maker subject to the twenty-five (25) percent limitation discussed above. It is agreed that all trainee positions will be filled on a straight seniority basis. The training program will consist of six (6) months for the Granulator and nine (9) months for the Tablet Maker. All employees who successfully complete the training program will be upgraded at the completion of the training program.

23.4-4. A selected non-probationary employee's progress will be reviewed and, if at any time during the first forty-five (45) working days on the job the employee's performance is not satisfactory, the employee shall be returned to his/her former job if it still exists or, if not, to his/her regular classification and exercise seniority. Time absent from work (for illness, vacation, FMLA, leave of absence or other reason) will extend this period. Any Group Leader labor grade 11 and above will be reevaluated for six (6) months and if his/her performance is not satisfactory he/she shall be returned to his/her former job, if it still exists, and, if not, to his/her regular classification and exercise seniority. If the employee disagrees with the action taken by the Company, a grievance may be filed in accordance with grievance procedure set forth in this Agreement.

23.5. Job Selection.

23.5-1. Job Interviews.

a. Each bid must have the signature of the employee bidding and the employee must accept or reject the job at the time the job is offered.

b. When all acceptable applications have been received, the Company will interview applicants to determine qualifications. Applicants unfamiliar with the job must be available within forty-eight (48) hours of notification for interview excluding shift break and excused absences.

c. Notwithstanding any other provision in this Agreement, in order to be selected for an open job that requires immunization and/or titer, an employee must have the requisite immunization and/or acceptable current titer on record in Health Services at the time of his acceptance of the position. It is understood that this requirement applies only to vaccines that have been licensed. The Company will discuss new immunization and/or titer requirements with the Union on a case-by-case basis and will notify employees of any such new requirements.

d. The Company will install a system which will provide information concerning titer job requirements.

23.5-2. Job Acceptance.

a. Each bid must have the signature of the employee bidding and the employee bidding must accept or reject the job at the time the job is offered.

b. After acceptance, an employee may not withdraw.

c. An employee who bids into a qualified job (i.e., Labor Grade 9 and above production, Labor Grade 4 and above production clerical), and accepts such position, may not bid into another position, excluding promotion, (i.e., a higher base rate position) for a twelve (12) month period; an employee who bumps into a qualified job may not bid into another

position, excluding promotion (i.e., a higher base rate position) for a six (6) month period. These restrictions will not apply to any employee who is laid off and elects to bid on and accept an open job in lieu of bumping. These limitations also shall not apply to an employee bidding into the same classification on another shift or work schedule in the same department. In addition, an employee may not bid on the job just vacated (same classification, same department, same shift) for a period of thirty (30) calendar days.

d. Notwithstanding Article 23.5-2c. above, an employee who bids into a Biological Technician/Laboratory Technician classification as that term is understood and has been applied for the purposes of the Biological/Laboratory Technician wage rate (e.g., Biotechnician, Lab Technician, or BTMC Manufacturing Associate) ("Biotechnician Position") and accepts such position, may not bid into another position, excluding promotion (i.e., a higher base rate position) for a period of twelve months following completion of the employee's training period. For purposes of this paragraph, the employee's training period shall mean the lesser of the completion of all requisite training (i.e., the employee has signed off all requisite phase 4 training, or similarly required training as may be established in the future) or six months (the "Training Period"). The Company will undertake reasonable efforts to expedite the Training Period and will not unreasonably delay the Training Period to require mastery of tasks performed on shifts or job rotations other than those to which the employee is assigned. In circumstances in which the Company has unreasonably delayed the completion of the required training, the Training Period will be deemed to end after three months provided the employee has mastered the tasks assigned. An employee, who bumps into a Biotechnician Position and accepts such position, may not bid into another position, excluding promotion (i.e., a higher base rate position) for a nine month period.

Upon entry into a Biotechnician Position, whether by bid or bump, an employee will be provided the option to commit to stay in the position for two years beyond the Training Period ("Two-Year Commitment"). Such a commitment shall restrict the employee from movement out of the position (except a shift change within the same department, provided the employee is fully trained to perform the tasks on such new shift, or to accept a Groupleader job in the same department), regardless of the reasons for a move. An employee who makes such a commitment shall be entitled to an additional \$.40 per hour (which amount shall be excluded from the employee's base rate for purposes of general wage increases) commencing at the conclusion of the Training Period. Upon completion of the Two-Year Commitment, the employee will have the opportunity to continue to receive the \$.40 per hour upon commitment to stay in the position for an additional year. Additional one year commitments are referred to as an "Extended Commitment." Upon the completion of the Two-Year Commitment or any Extended Commitments, the employee will forfeit the \$.40 per hour unless he/she commits to stay in the position for an additional year.

An employee who is bumped during a Two-Year Commitment or an Extended Commitment shall be eligible to continue to receive the \$.40 per hour, provided that he/she bumps into an open Biotechnician Position or elects to bump the least senior employee in a Biotechnician Position for which he/she is qualified. Should this occur, the employee shall stay in such new position for the duration of the Two-Year Commitment or Extended Commitment or any applicable lock-in period. An employee who is bumped and exercises his/her seniority in any other manner than as described above shall forfeit the \$.40 per hour. However, such employee is eligible to enter into a new Two-Year Commitment in his/her new position. An employee who has made a Two-Year Commitment or Extended Commitment and who exercises his/her seniority to assume a non-Biotechnician Position as a result of being bumped, will no longer be eligible for his/her \$.40 per hour.

However, such employee will resume entitlement to the \$.40 and be obligated to remain in the position for the remainder of the original commitment period at such time that he/she returns to a Biotechnician Position in which he/she satisfied the Training Period.

All Two-Year Commitments and Extended Commitments must be made in a signed writing.

Any bid made by an employee subject to one of the commitments of this provision shall be considered invalid and the employee ineligible for the posting.

Employees in Biotechnician Positions as of May 1, 2004 will be offered the opportunity to commit to stay in their positions for two years beyond the expiration of their current lock-in period. Such a commitment shall restrict the employee from movement out of their current position (except a shift change within the same department, provided the employee is fully trained to perform the tasks on such new shift, or to accept a Groupleader job in the same department), regardless of the reasons for a move. An employee who makes such a commitment shall be entitled to an additional \$.40 per hour (which amount shall be excluded from the employee's base rate for purposes of general wage increases) commencing at the conclusion of their current lock-in, if applicable, or as soon as administratively feasible. The Company will solicit each employee in a Biotechnician Position as soon as practicable after May 1, 2004.

e. An employee who bids into a job (i.e. Labor Grade 2-8, Labor Grade 2-3 production clerical), and accepts such position, may not bid into another position, excluding promotion, (i.e., a higher base rate position) for a six (6) month period. These limitations shall not apply to an employee bidding into the same classification on another shift or work schedule in the same department. In addition, an employee may not bid on the job just vacated (same classification, same

department, same shift) for a period of thirty (30) calendar days.

f. An employee who enters into a formal trainee program may not bid into another position for the duration of the training program or for a six (6) month period, whichever is shorter, except with regard to subparagraph g. below, or unless the position is a higher labor grade. Upon completion of the trainee period, the employee is subject to the full lock-in periods of subparagraphs c. or e., whichever is applicable.

g. The lock in periods of this paragraph begin on the day the employee physically transfers to the job.

h. The lock-in provisions of this paragraph will not prevent an employee from entering the apprenticeship program or a trainee position, provided that the fully qualified position to which the trainee position is attached is a promotion (i.e., higher labor grade) from the employee's current position or the fully qualified job is attached to a trainee position that the employee is currently occupying.

23.6. Notice Of Layoff. Supervisors shall give written notice in duplicate to the Plant Committee Chairman of any layoff that is scheduled. Under normal circumstances, two (2) weeks' notice will be given.

23.6-1. Temporary Layoff Procedure. In making temporary layoffs (layoffs that will not extend for a period of more than thirty (30) consecutive calendar days), the Company shall layoff as provided in Paragraph 23.6 above. If before the end of thirty (30) calendar days the temporary layoff is terminated, each employee affected in the layoff as provided in Paragraph 23.6 above shall return to the position held immediately previous to the temporary layoff, except if an employee has voluntarily bid and been accepted for any other job. An employee who as a result of the provisions of Paragraph 23.6 above is on the layoff list must also return to the position held immediately previous to the temporary layoff

or be considered to have resigned. Notice of recall for employees on the layoff list will be given as stated in Paragraph 23.8-4

23.6-2. Non-Temporary Layoff Procedure.

a. In making non-temporary layoffs (layoffs that will extend for a period of more than thirty (30) consecutive calendar days), the Company shall lay off or transfer from the job classifications within the departments, shifts, shift start time, work schedule and plants affected, those employees who elect to exercise their seniority rights subject to the following provisions:

(1) The Company and the Union agree that in a department where a layoff is scheduled the person who is scheduled for layoff shall have the first (1st) option to exercise his/her seniority rights.

(2) If the employee scheduled for layoff fails to exercise that option, a more senior employee in the department, shift, shift start time, work schedule and job classification affected may voluntarily take the layoff but will forfeit any separation benefit allowance.

(3) Voluntary layoffs will be determined on the basis of seniority. The forfeiture of separation benefit allowance will only pertain to a voluntary layoff as stated above and will not affect separation benefit allowance in any future layoff unless the payment of separation benefit allowance is otherwise prohibited by other provisions of the Agreement.

(4) Under no circumstances will an employee who volunteers for layoff "out of seniority" be permitted to "bump" or submit a "late bid". However, that employee will still be subject to the recall provisions of the Agreement. Once an employee volunteers for layoff, the employee will not be permitted to change.

(5) It will be the responsibility of the more senior employee to notify his/her department supervisor within two (2) working days after a layoff is announced of his/her intent take a voluntary layoff.

23.7. Transfers.

23.7-1. **Transfer To Lower Grade.** No employee shall be required to transfer to a job classification in a lower labor grade without his consent.

23.7-2. Transfer Of Regular Employees.

a. A regular employee affected may elect to exercise his/her seniority rights within any plant, on any shift, shift start, time, work schedule and in any classification within forty-eight (48) hours (excluding shift break and excused absences) of being contacted by Personnel for the purpose of exercising his/her seniority rights. However, an employee notified of a layoff while not at work will have forty-eight (48) hours from the beginning of the employee's shift to exercise his/her seniority rights. In cases where there is less than forty-eight (48) hours available between time of notification by Personnel and the effective date of the layoff, the employee must decide within a reasonable time. An employee unable to exercise his/her seniority rights prior to the effective date of the layoff will be paid for time spent exercising such rights for a period of up to four (4) hours at base rate.

b. If on the shift elected there is a vacancy or a less senior employee in his/her current classification, or in any other classification in any other department, the regular employee affected must either fill the vacancy or displace the least senior employee in that classification in any department. When such an employee exercises his/her seniority rights he/she will be required to fill the position he/she has selected or accept a layoff.

c. A regular employee able to perform the duties and responsibilities of the job may bump into a position in another job classification held by an employee with less bargaining unit seniority, if the position is labor grade 7 or below, except for those labor grade 6 and labor grade 7 jobs that require qualifications. For jobs labor grade 8 and above a regular employee able to perform the duties and responsibilities of the job may bump laterally or downward providing the employee meets the minimum qualifications for the job.

23.7-3. a. In any of the above situations, if the bumping employee does not demonstrate his/her ability to handle the job satisfactorily within the training period, not to exceed twenty (20) working days, the employee shall be laid off and not transferred to another job. The employee bumped shall be recalled.

b. An employee who is permitted to bump upward to a job labor grade 8 and above will be expected to handle the job satisfactorily at the time of transfer and without being trained for such job classification. However, an employee who held the job sought within seven (7) years of the date the employee exercised his/her seniority rights will be permitted to bump upward and receive training on any new equipment which was added to the job in that seven (7) year period.

c. In any bumping situation the employee displaced by a transfer shall in turn be entitled to transfer as provided above.

d. In order to bump into a job that requires titer, an employee must have acceptable current titer on record in Health Services at the time of bump.

23.8. Rehiring Procedure. An employee on the seniority lists after a layoff shall be rehired as follows:

23.8-1. Employee's Option. At the time of each layoff, an employee shall elect the shift and plant to which he/she wishes to be rehired by indicating his/her choice for one of the following:

(a) rehire into the same plant and on the same approximate shift which the employee was occupying at the time of the layoff, or

(b) rehire into the same plant on any shift, or

(c) rehire into the same plant on any shift and into other plants on the same approximate shift the employee was occupying at the time of layoff; or

(d) rehire into any plant on any shift.

If no election is made, the employee shall be deemed to have elected option (d). Such election, once made, shall not be changed without the consent of the Company.

23.8-2. Rehiring In Order Of Company Seniority.

a. An employee shall be rehired in the order of his Company seniority for openings in the employee's job classification occurring in the plant or plants and on the shift or shifts designated by the employee under Paragraph 23.8.

b. In addition to the options in Subparagraphs 23.8-1 (a), (b), (c), and (d), an employee on a workweek other than Monday through Friday, at the time of layoff, may also elect to be rehired into the workweek from which the employee was laid off.

23.8-3. Notification Of Regular Job Classification. Where an employee has, within twelve (12) months prior to the date of the layoff, occupied another job classification the employee may notify the Company in writing at any time prior to or at the time of first (1st) recall which one of such job classifications the employee considers his/her "regular" job classification, and in that event the employee will be recalled to that job classification only.

23.8-4. Notice Of Recall. Within five (5) working days of written notice offering work in the job classification to which the employee is entitled to be recalled, sent either by registered mail or telegram to the employee's last address appearing on the Company's records, the employee shall notify the Employment Manager of his desire to return to work. Either at that time or in the Company's written notice, the Company shall inform the employee when to report for work. Notwithstanding the above, in the case of a temporary layoff, the Company may discharge its recall notice obligation by posting the date of recall together with the layoff notice. Failure on the part of the employee to give notice to the Employment Manager within five (5) working days without reasonable excuse, or to report to work on the day designated by the Company, unless prevented by illness or injury, will be regarded as a quit and will result in loss of all seniority.

23.9. Loss Of Seniority. Seniority shall cease for:

23.9-1. justifiable discharge,

23.9-2. voluntary quitting,

23.9-3. layoffs continuing for more than forty-eight (48) consecutive months except that if the employee, during said forty-eighth (48th) month of layoff, gives written notice to the Company so requesting, the period shall be extended for an additional six (6) months,

23.9-4. being absent for three (3) consecutive days without notice, unless there is no reasonable opportunity to give such notice,

23.9-5. failure to follow procedure set out in Section 23.8 when called back to work after a layoff,

23.9-6. failure to return to work promptly following recovery from illness or injury,

23.9-7. refusal to accept re-employment in the employee's previous or comparable job unless the employee cannot perform the job, or

23.9-8. failure to report at the end of a leave of absence, unless there is no reasonable opportunity to report.

23.9-9 failure to return to work immediately upon the denial of long term disability or upon otherwise being cleared to return to work.

23.9-10. failure of an employee who is deemed medically unable to return to his/her position after the denial of a disability claim to secure an alternate position within sixty calendar days of the denial, provided that such employee will be reinstated should the denial of benefits be reversed on appeal.

23.10 Military Service. Any employee who, during the term of this Agreement, leaves the Company's employ to enter the armed forces of the United States shall, on the employee's separation from Service, be entitled to re-employment in accordance with and subject to the provisions of any applicable federal law providing re-employment rights following military service and the Company's policy as may be amended from time to time.

23.11. Seniority Lists. Six (6) copies of Company seniority lists and 2 copies of bargaining unit members' addresses and social security numbers will be supplied by the Company to the Union every three (3) months.

ARTICLE 24 - UNION REPRESENTATIVES

24.1. Number Of Union Representatives. The Company will not recognize as Union representatives, entitled to any privileges or rights under this Agreement more than a total of ninety (90) or more than one (1) steward or other representative, regardless of his/her title, for each twenty-five (25) employees or remaining fraction of twenty-five (25) contained in the bargaining unit, whichever is greater. A representative holding more than one title will be counted once.

24.2. Plant Committee. The West Point Plant Committee will consist of no more than five (5) employees.

24.3. List Of Union Representatives. The Union shall furnish the Company with a list of its officers, plant committee members, stewards, and other representatives as well as any changes in such lists, upon the effective date of assuming duties of office. A specific designation of the work area covered by each steward and committee member shall be set out in such list. The Company will recognize as representatives of the Union only employees who have been certified to the Company in writing by the proper officer of the Union.

24.4. Time Off For Handling Grievances. Any designated steward or representative of the Union upon notice to the employee's immediate supervisor shall be granted such time off in any one (1) week as reasonably may be required to confer with representatives of the Company for the purpose of endeavoring to adjust any grievances which may be brought to him/her by any employee in the group which he/she specifically represents. No Union representative shall solicit grievances on Company time.

24.5. Leaving Work Area. Only members of the plant committee shall be permitted to leave their work area for the purpose of conferring with representatives of the

Company. If an officially designated plant committee member so desires, he/she may upon notice to his/her immediate supervisor, leave his/her work area for this purpose provided, however, that he/she signs out on a time card especially provided for this purpose, and signs in again when he/she returns to his/her department.

24.6. Third Step Meetings. Meetings of the plant committee with the Company's representatives in the Third Step of the grievance procedure shall be held when necessary on the Company's time and such meetings with the Company's representatives shall be held to the extent required once a week beginning at 1:30 P.M. or at other times which may be mutually agreeable. These regular weekly grievance meetings shall be extended when necessary in order that all grievances on the agenda for each week may be discussed. In no event shall any member of said plant committee or any other employee present at such meetings be paid for time spent in such meetings with the Company which is before or after the employee's normal eight (8) hour shift.

24.7. Grievances For Discharge Of Employment. In cases of a discharge or layoff to which the employee involved takes exception, a grievance must be presented in writing to the employee's first line supervisor within thirty (30) working days. The grievance will then be taken up in a manner provided in this Agreement. The Company shall notify the Plant Chairman or a member of the plant committee of any discharge no later than one (1) working day following such action. No regular employee shall be discharged except for just cause.

ARTICLE 25 - WAGES

25.1. Wage Schedules. Wage schedules setting out the labor grades and wage rates agreed upon for production jobs marked "WAGE SCHEDULE-PRODUCTION" and production clerical jobs marked "WAGE SCHEDULE-

PRODUCTION CLERICAL" are attached hereto and made a part hereof. The wage rates set out in the Wage Schedules will be made effective as indicated in the Wage Schedules on May 1, 2004, May 1, 2005 and May 1, 2006. The wage rates set out in the Wage Schedules are sometimes referred to herein as "hourly rates". The job classifications and the labor grade of each job classification listed by departments is attached hereto and marked "Job Classification Schedule" and made a part hereof. The Company will furnish to the Union five (5) copies of each new job description issued and a list of the jobs used as a basis of comparison.

25.2. Labor Grade For New Or Changed Job.

Whenever a new job classification is established or there is a substantial change in the job content of an existing job classification and such change or changes occurred either during the life of this Agreement or the last previous Agreement, the new or altered job classification will be placed in one of the labor grades in which it properly belongs on the basis of comparison with the established job classifications or the Union may file a grievance with respect thereto. In the event the Union disagrees with the Company's determination of the labor grade for the given job, the Union may file a grievance with respect thereto within sixty (60) calendar days from the date of the Company's action.

25.3. No Reduction In Rate. No present employee shall receive any reduction in his hourly rate while he remains on the same job which he occupied at the time the Wage Schedule was put into effect.

25.4. Classification Subject To Grievance. Any questions concerning the proper classification of an employee under the Job Classification Schedule shall be subject to the grievance procedure.

25.5. Temporary Transfer.

25.5-1. An employee transferred temporarily for the convenience of the Company from the employee's present classification to another classification for a period of not less than one (1) hour shall receive his/her present hourly rate, or if the classification to which the employee is transferred is in a labor grade higher than the employee's present classification, the employee shall receive the hourly rate in the temporary classification.

25.6. Permanent Transfer.

25.6-1. Any employee permanently transferred to another job classification shall receive the hourly rate in the new classification.

25.6-2. The selected employee will be transferred to the given job as soon as possible, and in no event will the employee be held in his/her previous job for more than ten (10) days. In the event that the employee is asked to remain past the date of acceptance (for up to 10 days), and the position into which the employee has bid has a higher rate of pay, the employee shall receive the higher rate of the new job immediately, even though he/she remains in the old job for up to ten days. This provision will not be applicable in those cases in which the Company indicates a future effective date for the start-up of the new job; in such instances the selected employee will be entitled to receive the rate for the job as of the future effective date appearing on the posting. The employee will continue to share in the overtime in the department he is leaving until physically transferred.

25.7. Rate Retention.

25.7-1. When an employee with twenty-five (25) years or more of service with the Company can no longer perform in his job classification because of medical reasons,

he may be placed in a job classification designated by the Company. The employee so displaced by such a move will exercise seniority rights under the non-temporary layoff procedure of the Agreement.

25.7-2. When the ill or injured employee is placed into a lower rate job classification, the employee shall retain the hourly base rate of the job classification from which the employee is transferred.

25.7-3. An employee with less than twenty-five (25) years of service shall retain the employee's hourly base rate, provided the illness or injury was occupational.

25.7-4. An employee who refuses to cooperate with the Company regarding medical treatment required for the employee's rehabilitation will be considered to have waived all benefits to which the employee would normally be entitled under this program.

25.8. Transfer Of Employees With Personalized Rates. The Union further agrees to co-operate with the Company in transferring employees who have personalized rates under the Wage Schedule to Job Classifications which fall in a labor grade higher than their present classification and the duties of which they are capable of performing, even though such transfers may not result in an increase under the Wage Schedule.

ARTICLE 26 - SENIORITY

26.1. Layoff While Ill Or On Maternity/Childcare Leave. Notwithstanding the provisions of Article 11, Section 11.2-5 a regular employee who under any of the provisions of this Agreement would be subject to a non-temporary layoff or transfer, but who is absent on illness pay, illness leave, or maternity/childcare leave and thus unable to exercise his/her seniority rights at the time such layoff or transfer is scheduled

to take place, may upon return to work before his/her allowable leave has expired, exercise his/her seniority rights in accordance with Article 23, Section 23.6-2 as if his/her transfer or layoff had been scheduled to take place on the day of the employee's return to work. If the employee is unable to return to work at the expiration of his/her allowable illness pay, illness leave, or maternity/childcare leave he/she will be laid off as of the date of such expiration.

26.2. Temporary Transfer Due To Authorized Absence. Where there is a transfer or series of transfers in order to fill temporarily a job which is vacant because of the absence of a regular employee with the consent of the Company, the job so filled and each job vacated in the process shall be considered as only temporarily filled. Upon the return of the regular incumbent to the employee's regular job or other termination of such temporary job, each employee involved in the original transfer or series of transfers shall vacate his temporary job and be returned to the regular job from which the employee was transferred without regard to the relative seniority rights of any of the employees involved. If the regular job formerly occupied no longer exists, the employee in question may exercise his seniority rights in accordance with Article 23, Section 23.6. If any job is temporarily filled by an employee on the layoff list, or by a regular employee hired from the outside, such employee may exercise his/her seniority rights in accordance with Article 23, Section 23.6 upon the return of the regular incumbent to his/her regular job. Authorized absences in connection with this Paragraph will include only absence for military leave, illness, injury leave, maternity/childcare leave and union leave.

ARTICLE 27 - SAFETY AND HEALTH

27.1. Cooperation. The Union agrees to cooperate with the Company in encouraging employees to observe all safety and housekeeping regulations prescribed by the Company and to work in a safe manner.

27.2. Medical Service. The Company will continue its policy of furnishing adequate medical service to employees in case of accidental injury and will provide an annual physical examination only to those employees working in positions for which such an examination is a job requirement.

27.3. Immunization. In keeping with the long-standing custom of the Company, employees working in certain departments are required to be vaccinated or immunized.

27.4. Protection Of Employees. The Company will continue to make every reasonable provision for the protection of the safety and health of the employees. The Company will recognize an individual designated by the local Union President to serve as safety liaison on the second shift and another individual to serve in such capacity on the third shift.

27.5. Notification. In the event of a catastrophe, the Company will notify the local union as soon as possible.

ARTICLE 28 - BULLETIN BOARDS

28.1. Space Provided For Union. Bulletin board space will be provided by the Company adjacent to each Company bulletin board in production or maintenance departments covered by the bargaining unit, in order that the Union may notify its members of Union business. No notice pertaining to political candidates or issues will be posted. All notices proposed to be posted shall be signed by the President, the Vice President, the Recording Secretary, the Plant Chairman or Financial Secretary. All notices must be submitted in advance to the Industrial Relations Director or other designated Company representative for approval for the purpose of posting.

ARTICLE 29 - FUNCTIONS OF MANAGEMENT

29.1. *Subject only to such limitations as may be specifically imposed by this Agreement, the entire management of the operation of the Company is vested exclusively in the Company.*

ARTICLE 30 - WORK UNIFORMS

30.1. Articles Furnished By Company. Where an employee is required by the Company to wear uniforms or where the Company now furnishes such articles of clothing as rubber gloves, boots, etc., the Company will continue to furnish such articles of clothing on the same basis, including laundry of uniforms that it has done in the past without cost to the employee. The Company will provide not less than two (2) changes of laundered work uniforms per week. The Union agrees that the employee shall use clothing with reasonable care and only for the purpose for which furnished and during regular working hours.

30.2. Allowance For Clothing Changes. An employee who is required by the Company to wear uniforms or special work clothes will be allowed five (5) minutes with pay for each time the employee is required by the Company to change clothes. Such time shall count as time worked for overtime purposes.

30.3. Safety Shoes. An employee who is required by the Company to wear safety shoes in the performance of the employee's job shall be furnished two (2) pairs of such shoes each year by the Company. However, the employee will be required to turn in worn safety shoes in order to be eligible for the second (2nd) pair. The Company agrees that only American and/or union made safety shoes will be purchased.

30.4. Safety Glasses. It is the Company's policy to provide prescription or plano safety glasses to all employees

whose work activity regularly exposes them to production and laboratory activity where, by reasonable judgment, an eye injury could occur.

ARTICLE 31 - PAID ABSENCES

31.1. Non-Compensable Absences.

31.1-1. The purpose of the program of sick benefits is to compensate an employee who is unable to work because of illness or accident. It is not intended to cover medical examinations or treatments normally scheduled in advance, even though the examination or treatment can only be scheduled during working hours. In no case may an employee be compensated when the employee is out for a rest leave. However, time required by veterans to visit Veterans Hospitals on a prearranged or scheduled basis is covered by this program.

The Company agrees to remove from an employee's attendance record talks in regard to absenteeism if after twelve (12) months from the date of the talk, there has been no subsequent disciplinary action for absenteeism and the employee's record has improved.

31.1-2. Schedule Of Benefits.

a. An employee who is temporarily disabled as a result of a non-compensable injury or illness (i.e., not covered by workers' compensation laws) and who is absent as a result of such injury or illness shall be paid according to the following schedule. Employees shall receive their hourly base rate plus shift differential, if applicable.

Length of Continuous Service	Total Days of Benefits in Each Calendar Year
6 months, but less than 1 1/2 years	05 Days
1 1/2 years, but less than 3 years	10 Days
3 years, but less than 5 years	15 Days
5 years, but less than 8 years	20 Days
8 years, but less than 10 years	30 Days
10 years, but less than 15 years	40 Days
15 years, but less than 20 years	50 Days
20 years, but less than 25 years	60 Days
25 years or more	60 Days

b. Under the above outlined schedule, no employee will be paid for the first (1st) day of any absence.

c. Additional benefits may be granted, at the discretion of the Merck Pharmaceutical Manufacturing Division, to employees with twenty-five (25) years or more continuous service.

d. The schedule of benefits is renewed each January 1.

31.1-3. Additional Eligibility Requirements.

a. **Reporting Of An Absence.** An employee who is absent by reason of illness or injury must report such absence prior to the commencement of his/her shift or no later than 1 hour after the scheduled start of the employee's shift. Employees will provide reasonable notice of the duration of their absence.

b. **Medical Examination After Absence.** An employee returning from a non-compensable absence will report to Health Services before returning to work.

c. **Absence Exceeding Three Days.** In cases where an absence exceeds three (3) working days, an employee will bring to Health Services a certificate from the employee's physician stating the length of time the employee was under medical care, the dates of treatment, specific treat-

ment provided and that the employee is permitted to return to work. Employees will have the option of submitting a physician's certificate via fax to Health Services upon their return to work from an absence. If Health Services needs to see the employee in person, they will contact the employee.

31.1-4. Benefits Not Accumulative.

a. **Benefits Are Not Accumulative From Year To Year.** However, an employee who is absent due to illness on the first (1st) day of the year will immediately become eligible for that year's schedule of benefits. Illness leaves of absence will be cancelled as of December 31, and the employee will receive the benefits to which he/she is entitled by length of service under this policy.

b. An employee who completes the necessary length of service for increased benefits during the calendar year will immediately become eligible for the additional portion of the new schedule.

31.1-5. Forfeiture Of Benefits. An employee who fails to report his/her absence within the prescribed time will be considered to have waived his/her sick pay until proper notification is received. When failure to report is, in the judgment of the supervisor, impossible or completely beyond the control of the employee, it may be excused. Should an employee fail to report to Health Services before returning to work or fail to present a physician's certificate if the absence exceeds three (3) working days, the employee will be considered to have waived all benefits to which he/she would normally be entitled. (If Health Services is closed when the employee is returning to work, i.e., Saturday or Sunday, the employee should report when Health Services is next open).

31.1-6 Sick Pay And Overtime Pay. Any absence due to illness or injury will not be considered as time worked for overtime purposes.

31.1-7. Part Time Absences. When an employee is sent home from work before the close of his/her normal shift because of illness, the day on which he/she is sent home:

a. will be paid for and charged to the employee's sick benefits if he/she is otherwise eligible to receive such benefits;

b. will count as time absent in determining whether a physician's certificate is required in accordance with Section 31.1-3, c;

c. will not count in computing the number of absences charged to the employee. If the employee is unable to report the following working day because of illness, that day will be charged to the employee's number of absences.

31.1-8. Calculation Of Absences. Any absence due to non-occupational accident or illness, regardless of length and regardless of the employee's eligibility for benefits, shall be deemed to be an absence for the purpose of computing the number of absences charged to the employee.

31.2. Compensable Cases.

31.2-1. An employee who is absent from work because of a compensable injury or illness (i.e., one covered by workers' compensation laws) shall be paid on the following basis according to the schedule outlined below.

a. An employee shall receive pay at the employee's hourly base rate plus shift differential, if applicable.

b. An employee shall be paid during the waiting period required under workers' compensation laws (seven (7) days in Pennsylvania) in accordance with Subparagraphs 1 and 2 above and such time will not be deducted from the employee's benefit schedule. Thereafter, an employee will be granted "make up benefits" for the difference between the employee's wages as outlined above and the amount received

under the workers' compensation law. The maximum duration of such "make up benefits" will in no event exceed eighteen (18) months.

c. An employee shall be compensated for scheduled overtime hours at the appropriate rate, if injured while working that scheduled overtime and received medical treatment either by Health Services, a licensed physician or a hospital. However, an employee will only be compensated for the overtime hours scheduled but not exceeding eight (8) hours.

31.2-2. Additional Eligibility Requirements.

Absence due to a compensable illness or injury must be at the direction of or be authorized by the Director of Health Services, a nurse, or authorized medical consultant.

31.2-3. Benefits Not Accumulative.

Benefits are not accumulative from year to year. However, an employee who is absent due to a compensable illness or injury on the first (1st) day of the year will immediately become eligible for that year's schedule of benefits.

31.2-4. Increased Benefits.

An employee who completes the necessary length of service for increased benefits will immediately become eligible for the additional portion of the new schedule.

31.2-5. Forfeiture Of Benefits.

An employee whose absence due to a compensable illness or injury is not at the direction of or authorization by the Director of Health Services, will be considered to have waived all benefits to which the employee would normally be entitled under this program. Employees who fail to report to Health Services before returning to work will be considered to have waived all benefits to which they would normally be entitled under this program. (If Health Services is closed when the employee is returning to work, the employee should report when Health Services is next open.)

31.2-6. Illness Or Injury While At Work.

An employee who becomes ill or who is injured while at work will be referred at once to the Health Services section. Where no medical facilities are available, it will be the supervisor's responsibility to see that the employee receives prompt medical treatment if required.

31.2-7. Sick Pay And Overtime Pay. Any

absence due to a compensable illness or injury will be considered as time worked for overtime purposes.

31.2-8. Company Reservations. The

Company reserves the right (1) to institute any reasonable control procedures deemed necessary to verify absentee eligibility for sick leave benefits; and (2) to take disciplinary action, including discharge, in any case when any employee is found guilty of abusing the sick pay policy.

31.3. Personal Time Off. An employee may be

granted personal time off with pay for thirty-six (36) hours during each calendar year. However an employee will not be entitled to any personal time off in the calendar year in which his employment begins. The Company has the discretion to grant or refuse requests for personal time after considering the effect on the work requirements. The Company's consent to such requests may not be unreasonably withheld. Personal time off may be taken in increments or multiples of one or more hours and the balance of any unused personal time will be paid to an employee at the end of the calendar year. All personal time will be paid at the straight time hourly rate. Personal time off with pay will not be granted on the sixth (6th) or seventh (7th) day of the employee's workweek. Personal time off will also not be allowed when an employee is working a holiday.

31.4. Changes In Financial Benefits. No change

will be made during the term of this Agreement in the program of financial benefits for employees which will make such

program less favorable than the one in existence as of the effective date of this Agreement. This provision shall not apply to benefits adopted by the Company subsequent to November 1, 1945, which are by the terms of the plan or proposal containing them specifically made subject to discontinuance by the Company.

ARTICLE 32 - AALAS CERTIFICATION

All laboratory animal care and related Merck & Co. positions shall be required to be certified by the American Association for Laboratory Animal Technician (AALAS) and/or a Laboratory Animal Technician (LAT) as required by the specific job classification.

32.1-1. **ALAT - AALAS Certification** shall be required for the following positions:

Dept. 210

Poultry Husbandry Technician - Labor Grade 8
All employees must be certified as an ALAT prior to acquiring this position.

Dept. 215

Senior Animal Caretaker - Labor Grade 8
Senior Monkey Handler - Labor Grade 7
Veterinary Technician - Labor Grade 10
Veterinary Services Testing Technician - Labor Grade 11

All employees in the Animal Caretaker job position, Labor Grade 4; the Monkey Handler job position, Labor Grade 3 will automatically progress to a Senior Animal Caretaker, Labor Grade 7; a Senior Monkey Handler, Labor Grade 7 respectively, upon successful completion of Laboratory Animal Science course work and ALAT - AALAS Certification.

Dept. 761

Animal Care Specialist - Labor Grade 8
Group Leader - Labor Grade 10*
Lead Warehouseman - Labor Grade 8*

*Positions red circled according to settlement agreement of 09/20/96.

All employees in the Animal Care Trainee job position, Labor Grade 4, will automatically progress to an Animal Care Specialist Labor Grade 8, upon successful completion of Laboratory Animal Science course work and ALAT - AALAS Certification.

Dept. 876

Senior Laboratory Assistant - Toxicology and Pathology - Labor Grade 8

All employees in the Laboratory Assistant Trainee - Toxicology and Pathology job position, Labor Grade 4 will automatically progress to a Senior Laboratory Assistant, Labor Grade 8, upon successful completion of Laboratory Animal Science course work and ALAT - AALAS Certification.

32.1-2. LAT - AALAS Certification shall be required for the following positions.

Dept. 215

Veterinary Services Testing Technician - Labor Grade 11

32.2. Residency Requirements.

32.2-1 ALAT Residency Requirements.

a. Employees bidding, bumping, or otherwise transferring into animal care or related Merck & Co. positions shall successfully complete:

- a. AALAS Certification Exam Qualifications
- b. Laboratory Animal Science course work
- c. AALAS Certification Exam (1 retest if required)

within 18 months of bidding, bumping or otherwise transferring into the job classification.

The 18 month period begins the day the employee enters any department where qualified animal care work is being performed. The total time performing this work in all departments: 215, 761 and 876 will be cumulative. Failure to achieve these requirements shall result in the employees' removal from the job classification by exercising seniority rights according to the bumping procedure. The employee will also be ineligible to return to any animal care or related job classification for five (5) years after leaving the classification.

32.2-2 LAT Residency Requirements.

Employees bidding, bumping or otherwise transferring into Dept. 215 as a Veterinary Services Testing Technician shall successfully complete:

- a. ALAT Residency Requirements
- b. AALAS Certification Exam Qualifications
- c. LAT - AALAS Certification Exam (1 retest if required)

within 24 months. Failure to meet these requirements shall result in the employees' removal from the job classification by exercising seniority rights according to the bumping procedure. The employee will also be ineligible to return to any Animal Care or related job classification for five (5) years after leaving the classification.

32.2-3. All employees who receive the required AALAS Certification and complete the course work will automatically be assigned the higher labor grade as noted in Section 32.1-1. (AALAS Certification).

32.2-4. All employees who assume positions which require certification will sign a Laboratory Animal Care Science Course Work/AALAS Certification Agreement that acknowledges their obligation and commitment.

32.3. AALAS Certification Exam Qualifications.

Certification Exam qualifications are in accordance with the American Association for Laboratory Animal Science.

32.3-1. ALAT Certification.

Employees bidding, bumping or otherwise transferring into animal care or related Merck & Co. positions shall have:

a. A High School Diploma or equivalent; or will be actively pursuing completion of a High School Diploma or equivalent and twelve months (1950 work hours including overtime) of animal care work experience.

b. Any college degree of 2 or more years and 6 months (975 work hours including overtime) of animal care work experience.

32.3-2. LAT Certification.

ALAT Certification plus one additional year (1950 work hours including overtime) of animal care work experience after receiving ALAT Certification.

32.4. A mechanism has been established to track animal care related work hours in Departments 215, 761, and 876 or any other applicable area, so employees can be notified in a timely fashion of their eligibility to apply for the AALAS

Certification Exam. Employee(s) covered under the 20 or 24 month rule will be grandfathered.

32.5. Additionally, we will establish a mechanism to track the trainee hours in Departments 210, 215, 761 and 876, or any other applicable area, so they can be notified in a timely fashion of their eligibility to apply for the AALAS certification test. Any employees covered under the 20 or 24 month rule will be grandfathered.

32.6. AALAS certification shall be required for the following positions:

Dept. 215

**Rodent Technician
Monkey Handler
Animal Caretaker
Veterinary Service Attendant**

Employees in any of the above four positions which are rated at labor grade 3 who receive ALAT certification and departmental training will automatically progress to a labor grade 7. Current overtime and work assignment practices in Department 215 will remain the same.

Dept. 761

**Groupleaders
Animal Care Specialist
Animal Workers
Lead Warehouseman
Animal Caretaker**

Animal Caretakers, labor grade 3 who receive ALAT certification and departmental training will automatically progress to an Animal Care Specialist position, labor grade 7.

Dept. 876

Laboratory Assistant
Toxicology and Pathology

Employees in this position which is rated at labor grade 4 who receive ALAT certification and departmental training will automatically progress to labor grade 8.

All employees who assume positions which require AALAS certification will sign the following form at the time he/she assumes position.

Laboratory Animal Science Course Work and AALAS Certification Agreement	
In accordance with Article 32 of the Collective Bargaining Agreement between the Company and the Union, you are required to successfully complete the Laboratory Animal Science course work and ALAT-AALAS Certification within 18 months of entering Departments 215, 761, 876, or any other applicable area. For Veterinary Services Testing Technicians, you are also required to achieve your LAT-AALAS Certification within 24 months. The total time in any of the department(s) is cumulative. Failure to complete the course work and achieve AALAS Certification shall require you to leave the department under terms of the Collective Bargaining Agreement.	
Employees' Name _____	Job Title _____
According to company records, you entered department(s) on:	
Dept. 215	Start Date <u> / / </u> End Date <u> / / </u>
Dept. 761	Start Date <u> / / </u> End Date <u> / / </u>
Dept. 876	Start Date <u> / / </u> End Date <u> / / </u>
Total Time	Month <u> </u> Day <u> </u>
Therefore:	
ALAT - AALAS Certification/course work must be achieved on or before _____	month
LAT - AALAS Certification must be achieved on or before _____	month
Date _____	Employee _____
Date _____	Company _____
Date _____	Union _____

**ARTICLE 33 - APPRENTICE SET-UP MECHANIC
PROGRAM**

The Company shall establish an Apprenticeship Set-Up Mechanic Program in the Packaging Department. The Company shall have the sole responsibility for determining the content and selection criteria. Entry into the Program shall be determined pursuant to the Standard Timing Model Test which consists of four (4) parts on the basis outlined below.

33.1. Those employees completing all parts of the test in a total of fifteen (15) minutes or less shall be ranked according to their seniority and selection shall be on the basis of seniority.

33.2. The Company will attempt to fill the positions in question by first offering those positions to those employees who completed the test in fifteen (15) minutes or less as set forth in Paragraph 33.1 above.

33.3. However, if any of those positions remain unfilled, those employees who completed all parts of the test in a total time exceeding fifteen (15) minutes but not more than eighteen (18) minutes shall be ranked according to their seniority and selection for any remaining position shall be made on the basis of seniority.

33.4. All employees completing the test in more than eighteen (18) minutes or failing to complete the test will be automatically eliminated from consideration for the posting then in question. Such employees shall be permitted to re-take the test at future offerings.

ARTICLE 34 - HEADINGS FOR REFERENCE ONLY

34.1. The heading preceding the text of the several Articles, Paragraphs and other Subdivisions hereof are inserted solely for convenience of reference, and shall not affect the meaning, construction or effect of this Agreement.

ARTICLE 35 - TERM OF AGREEMENT

35.1. This Agreement between Local 2-86 of the Paper, Allied-Industrial, Chemical and Energy Workers International Union and Merck & Co., Inc. at West Point, Pennsylvania, shall remain in effect from May 1, 2004 to April 30, 2007 at 11:59 P.M. The Agreement shall be continued in full force and effect for successive terms of one (1) year following April 30, 2007 unless either party shall notify the other party in writing sixty (60) days before April 30, 2007 or sixty (60) days before the expiration of any one (1) year term subsequent to April 30, 2007 that it wishes to terminate or modify this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 16th day of April, 2004.

Agreed

Merck & Co., Inc.

Local 2-86, PACE

By Mark C. Dolan

By Butch Lickert

By [Signature]

By M. Snyder

By Alvin Klein

By [Signature]

By [Signature]

By Charles Felder Jr

By Dave Smith

By Michael J. Wynne

By [Signature]

By Paul Banquet

By [Signature]

By T. Grant

By Thomas C. [Signature]

By Ann Parady

By Steph Lilly

By Debbie Ylescoe

By Robert H. [Signature]

By [Signature]

WAGE PAYMENT PLAN-PRODUCTION**LOCAL 2-0086 PAPER ALLIED-INDUSTRIAL, CHEMICAL
AND ENERGY WORKERS INTL UNION****TERM OF AGREEMENT: 5/1/04 THROUGH 4/30/07**

Group	Labor Grade	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
I	12	26.915	27.855	28.830
	11	26.000	26.910	27.850
	10	25.040	25.915	26.820
II	9	23.920	24.755	25.620
	8	23.050	23.855	24.690
	7	22.160	22.935	23.740
	6	21.280	22.025	22.795
III	5	20.405	21.120	21.860
	4	19.330	20.005	20.705
	3	18.455	19.100	19.770
	2	17.585	18.200	18.835
	1	16.810	17.400	18.010

NOTE: Biological/Laboratory Technician Wage Rate

New employees hired after May 1, 1995 into the Biological Tech/Laboratory Technician classification will receive base pay plus \$.15 COLA when hired and receive \$.30 each year on their anniversary until they reach \$3.15. Employees with the Company prior to May 1, 1995 will enter the Biological/Laboratory Technician classification with \$2.40 COLA or their current COLA, whichever is greater. Employees in these classifications will maintain their COLA as stated herein and will not receive an increase in their COLA should they move to a job with a higher COLA.

WAGE PAYMENT PLAN-PRODUCTION CLERICAL
LOCAL 2-0086 PAPER ALLIED-INDUSTRIAL, CHEMICAL
AND ENERGY WORKERS INTL. UNION
TERM OF AGREEMENT: 5/1/04 THROUGH 4/30/07

Group	Labor Grade	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
I	5	25.300	26.185	27.100
II	4	22.795	23.595	24.420
	3	20.675	21.400	22.150
III	2	19.155	19.825	20.520
	1	18.245	18.885	19.545

APPENDIX A APPRENTICESHIP TRAINING PROGRAM

ARTICLE 1 PURPOSE

The purpose of this Apprenticeship Program is to provide a means for training qualified employees to become skilled mechanics within specified crafts.

This document is intended as a guide for the program, with the end objective of assuring the Company that employees, at the completion of the training period, will be proficient and capable people.

ARTICLE 2 DEFINITIONS

The term "Company" shall mean West Point Plant site, as administered by the Merck Manufacturing Division of Merck & Co., Inc.

The term "Union" refers to Local 2-86 of the Paper, Allied-Industrial, Chemical & Energy Workers International Union, AFL-CIO, CLC.

The term "Apprenticeship Agreement" shall mean an agreement signed by the Company, the Union, and the Apprentice and filed in the West Point Personnel office.

The term "Apprentice" shall mean an employee of the Company who is engaged in learning and assisting in the trade to which he/she has been selected and who is working under a signed Apprenticeship Agreement.

The term "Standards of Apprenticeship and Training" shall mean this entire document.

"Committee" shall mean the Joint Apprenticeship and Training Committee as provided for in the Standards of Apprenticeship and Training.

"O.J.T." refers to on the job training

"R.C.I." refers to related classroom instruction (off plant site)

ARTICLE 3 CRAFTS

This Apprentice Training Program shall apply to the following crafts:

Air Conditioning & Refrigeration mechanic
Automotive Equipment Mechanic
Carpenter
Electrician
Electronic and Instrument Technician
Machinist
Millwright
Painter
Pipefitter & Plumber
Sheet Metal Worker

ARTICLE 4 SELECTION OF APPRENTICES

A. The Company shall have the responsibility for determining the need for new apprentices, both as to number and crafts.

B. Openings in the Apprentice Training Program shall be posted by craft pursuant to Article 23 , Paragraph 23.3, of the current Union Contract.

C. Selection of apprentices shall be made by seniority from among those applicants meeting the following requirements:

1. Satisfactorily pass a physical examination administered by the Company.

2. Effective May 1, 1991, applicants must take and pass an apprentice test in order to be accepted into the Apprentice Program. All apprentice tests taken prior to May 1, 1991 are null and void. The Company reserves the right to determine the apprentice test, make up and administer the test including determination of the passing grade of the test. The Union reserves the right to challenge the reasonableness of the test and its administration, pursuant to the grievance procedure of this Agreement. Applicants successfully passing the test shall be ranked according to their seniority and selection shall be based on seniority.

3. If the applicant fails the test, he or she will have the opportunity to take the test a second (2nd) time (only during a regularly scheduled testing period). If unsuccessful in both attempts, the applicant must receive permission from the Committee before taking the test for a third (3rd) and final time.

4. **General Fitness.** The Company shall have the sole right to determine age qualifications for the Apprentice Program.

D. No credit towards the O.J.T. requirement will be allowed for prior experience; however, credit for previous applicable courses satisfactorily completed at schools participating in this Apprentice Program will be evaluated by the Committee.

E. An apprentice may transfer to another craft only one (1) time during his apprentice training. The exercise of this option may occur only during the first (1st) year of the apprentice's training program (Trainee 1 or 2). The apprentice must apply for the posted vacancy and shall have the same rights as other applicants. If the apprentice transfers, he/she will enter the new trade as a Trainee 1 and receive a maximum of one hundred (100) hours O.J.T. credit from his/her previous training. There will be no transfer of related class-

room instructions allowed unless approved by the Committee.

F. Selection of apprentices under this program shall be made from all candidates on the basis of the above-stated qualifications and seniority, and without regard to race, creed, color, national origin, ancestry or sex.

G. When there is a need for mechanics in a craft, and such need cannot immediately be satisfied by means of the Apprentice Training Program, such vacancies shall be filled in accordance with Article 23, Paragraph 23.4, of the current Union Contract.

H. In the event apprentices who have been laid off from apprentice classifications (and are employed elsewhere within the bargaining unit) apply for posted apprentice positions in the craft from which they were laid off, they shall receive first preference over new applicants (regardless of seniority), provided their re-entry rights, as set forth below, have not expired. Former apprentices who possess the necessary re-entry rights shall be reinstated on a seniority basis at the highest level they previously attained, provided they still retain the necessary qualifications to perform the work. Re-entry rights shall be limited as follows:

One (1) year of participation in the program - one (1) year re-entry rights or portion thereof.

Two (2) years of participation in the program - two (2) years re-entry rights or portion thereof.

Three (3) years of participation in the program - three (3) years re-entry rights or portion thereof.

Apprentices on layoff from the Apprentice Program may apply for apprentice openings in crafts different from the one in which they were laid off and shall have the same rights as other applicants.

ARTICLE 5 TERM OF APPRENTICESHIP AND TRAINING

A. The term of apprenticeship and training for a craft shall consist of eight (8) periods of training.

B. Each period of training shall consist of six (6) months, with a minimum of eight hundred (800) hours of "on-the-job" training and seventy-two (72) hours of related classroom instruction or as approved by the Committee.

ARTICLE 6 APPRENTICESHIP AGREEMENT

A. Upon being selected for apprentice training, each apprentice shall sign an Apprenticeship Agreement which shall also be signed by the Company and the Union.

B. Apprentices shall not hold Union positions which would prevent them from satisfactorily fulfilling the requirements of the Apprentice Program.

C. Apprentices will be assigned to the day shift during their regularly scheduled R.C.I. period. The Company shall have the right to schedule the apprentice to shifts other than the day shift during the periods when no R.C.I. is scheduled, such as between school semesters.

D. The terms and conditions of these Standards of Apprenticeship and Training shall be made a part of each Apprenticeship Agreement.

E. Copies of the Apprenticeship Agreement shall be distributed as follows:

1. Apprentice
2. Company
3. Union
4. Committee

ARTICLE 7 TRAINING PROGRAM

A. The training program shall include "on-the-job" training and related classroom instruction.

B. Each apprentice shall be required to perform a minimum of eight hundred (800) hours of "on-the-job" training in his/her assigned craft during each period of training.

C. Each apprentice shall be required to enroll in and attend an approved school selected by the Company, offering classes of related instruction for apprentices for a minimum of seventy-two (72) hours during each period of training or as designed by the Committee. An effort will be made to designate an approved school as near to any apprentice's home as practical. An apprentice must attain a grade of "C" or higher in each course taken to be considered to have passed a course.

D. Apprentices shall be required to pass written and/or practical examinations, prepared or approved by the Company, in both the "on-the-job" training and related classroom instruction at the end of each period of training to qualify for advancement to the next higher level.

E. 1. If an apprentice fails to pass a period of training, he/she shall be permitted to repeat that period of training. If an apprentice fails to pass the same period of training a second (2nd) time, he/she shall have his/her Apprenticeship Agreement terminated.

2. No apprentice shall be permitted to repeat more than two (2) different periods of training. If an apprentice fails three (3) different periods of training, he/she shall have his/her Apprenticeship Agreement terminated.

3. An employee, whose Apprenticeship Agreement has been terminated (as stated above) shall have the right to bid for an apprentice opening in a different craft with the same rights as other new applicants. If an employee has his/her Apprenticeship Agreement terminated a second (2nd) time, he/she shall not be permitted to re-enter the Apprentice Training Program.

F. 1. If an apprentice does not demonstrate interest, effort or ability in the "on-the-job" training or related classroom instruction, he/she may have his/her Apprenticeship Agreement terminated at any time at the direction of the Committee.

2. If, for any reason, the apprentice does not meet the minimum O.J.T. or R.C.I. required hours, the Committee (at its discretion) may extend his apprenticeship until these requirements are satisfied.

G. "On-the job" training shall be under the direction of the maintenance supervisor and under the guidance of all group leaders and those journeymen selected by the Company. Where an apprentice is assigned, the most senior craftsman in that area may be selected for training. The Company will compute the pay of journeymen so selected based on the straight time rate of the next higher labor grade above the journeyman's regular classification. This premium will apply only to time actually assigned to training duties.

H. Journeyman trainers shall periodically report the progress of apprentices to their supervisors and apprentices shall provide feedback on their training to their supervisors.

I. Apprentices in Trainee Levels 1 shall not be eligible for overtime. Weeks when the apprentices' school is in session, apprentices in Levels 2 through 8 shall be restricted to eligibility for Saturday overtime provided the craftsmen in their trade are working Saturday.

J. An apprentice whose Apprenticeship Agreement is terminated under the provisions of this Article shall be placed in accordance with Article 23 , Paragraph 23.7 of this Agreement.

ARTICLE 8 COMPENSATION

A. Cost of tuition, books, instructions and training materials shall be assumed by the Company.

B. No compensation shall be paid by the Company to any apprentice for time spent or other expenses incurred in securing related classroom instruction. The time spent for related classroom instruction shall not be considered as time worked.

C. A new apprentice shall receive the rate of Trainee 1 upon entering the Apprentice Training Program and shall receive the appropriate rate increase upon successfully completing each period of training. The range of rates shall be as follows:

MAINTENANCE APPRENTICE TRAINING WAGE RATES

Labor Grade 8

Year	Level	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
1	1	19.330	20.005	20.705
	2	20.405	21.120	21.860
2	3	21.280	22.025	22.795
	4	21.125	21.865	22.630
3	5	23.050	23.855	24.690

**MAINTENANCE APPRENTICE
TRAINING WAGE RATES**

Labor Grade 9

Year	Level	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
1	1	19.330	20.005	20.705
	2	20.615	21.335	22.080
2	3	21.710	22.470	23.255
	4	22.785	23.580	24.405
3	5	23.855	24.690	25.555

**MAINTENANCE APPRENTICE
TRAINING WAGE RATES**

Labor Grade 10

Level	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
Trainee 1	19.330	20.005	20.705
Trainee 2	20.175	20.880	21.610
Trainee 3	20.840	21.570	22.325
Trainee 4	21.505	22.260	23.040
Trainee 5	22.160	22.935	23.740
Trainee 6	22.840	23.640	24.465
Trainee 7	23.475	24.295	25.145
Trainee 8	24.130	24.975	25.850
Craftsman	25.040	25.915	26.820

**MAINTENANCE APPRENTICE
TRAINING WAGE RATES**

Labor Grade 11

Level	Effective 5/1/04 Base Rate	Effective 5/1/05 Base Rate	Effective 5/1/06 Base Rate
Trainee 1	19.330	20.005	20.705
Trainee 2	20.290	21.000	21.735
Trainee 3	21.060	21.795	22.560
Trainee 4	21.835	22.600	23.390
Trainee 5	22.615	23.405	24.225
Trainee 6	23.390	24.210	25.055
Trainee 7	24.130	24.975	25.850
Trainee 8	25.180	26.060	26.970
Craftsman	25.995	26.905	27.845

D. Upon completion of Trainee Level 8, the apprentice will transfer to the respective craftsman classification through a departmental posting procedure open only to employees currently in that classification.

E. These rates shall be subject to all wage adjustments negotiated by the Union and the Company.

ARTICLE 9 ADMINISTRATION

A. The administration of the Apprentice Training Program shall be under the direction of a joint apprenticeship and training committee.

B. The Committee shall consist of the manager of Maintenance (who shall act as chairman), two members appointed by the Company (who shall be maintenance supervisors), two members appointed by the Union (who shall be tradesmen), and a secretary who shall be the technical training coordinator of the Maintenance Department.

C. The chairman shall vote only when necessary to break ties. The secretary shall have no vote.

D. The manager of Maintenance shall be responsible for the maintenance of all training records.

E. The Committee shall meet as necessary and shall be responsible for reviewing the qualifications of new candidates for apprentice training and the qualifications of apprentices for advancement within or removal from the Apprentice Training Program. In the event the Union is in disagreement with a decision of the Committee, such decision may be subject to the grievance procedure commencing with the Third Step.

ARTICLE 10 LAYOFF AND BUMPING PROCEDURE

A. In the event of non-temporary layoffs (as such term is defined in the Union Contract) apprentices shall be laid off in accordance with Article 23, Paragraph 23.6-2 of the Union Contract prior to the layoff of craftsmen in the classifications affected.

B. 1. In the event a craftsman is bumped out of his position while an apprentice is actively employed in training for this same craft classification, the apprentice least senior in training for the classification will first be laid off and an opening for the craftsman classification created and made available to the bumped craftsman. Further, no new apprentice openings will be activated in that classification while bumped or laid-off craftsmen who have held that classification are on its active layoff recall list or working in other lower graded positions in the bargaining unit.

2. In such cases, when there is to be an increase in the number of employees in any craft included in the Apprentice Training Program, active employees who have previously worked as journeymen at West Point in the classification in which there is to be an increase will be given preemptive rights to such jobs in order of seniority, provided they still possess the necessary qualifications to perform the work. Journeymen so affected must return to the craft from which they were laid off at the first opportunity to do so or forfeit their preemptive rights.

C. There shall be no bumping within or into the apprentice classifications.

D. The effective date of these Standards of Apprenticeship and Training will be the date of approvals, as indicated below.

Date

For the Company

Date

For the Union

APPRENTICE AGREEMENT

Between Apprentice and Merck Pharmaceutical Manufacturing, THIS AGREEMENT entered into this _____ day of _____, 200____, between Merck Pharmaceutical Manufacturing hereinafter referred to as the "Company", and _____ hereinafter referred to as the "Apprentice".

(Name of Apprentice)

WITNESSETH THAT:

The Company agrees to be responsible for training and placement of said apprentice in the trade of _____, and in consideration the Apprentice agrees diligently and faithfully to perform the work of said trade during the period of apprenticeship, in accordance with the conditions and regulations of the attached Apprenticeship Training Program dated _____. The Apprenticeship Training Program referred to herein is hereby incorporated in and made a part of this Agreement.

Term Of Apprenticeship _____

Other Conditions _____

Date

For the Company (Joint Apprentice Committee)

Date

For the Union (Joint Apprentice Committee)

Name and Address
of Apprentice:

Signature of Apprentice

APPENDIX B COMPOSITORS AGREEMENT

This Agreement, made and entered into by and between Merck & Co., Inc., a Corporation organized under the law of the State of New Jersey, party of the first part, hereinafter termed the "Company", solely for the operations at West Point, Pennsylvania of its Merck Pharmaceutical Manufacturing Division hereinafter termed the "Employer", and the Paper, Allied-Industrial, Chemical and Energy Workers International Union and its Local 2-86, representing the employees of the Composing Department, party of the second part, hereinafter termed the "Union".

The present Agreement dated May 1, 2004 between the Company and the Union remains in full force and effect except where provided as follows:

ARTICLE 23 SENIORITY

23.5-1. e. Promotion. The selection of the Working Foreman-Compositor shall rest solely in the judgment of the Company; however, the selection will be from the Composing Department.

23.7-3. e. Transfer Of Regular Employees. Notwithstanding the bumping provisions set forth above, the Company and the Union agree to the following limitations with regard to the job classification of Compositors only:

All employees in the bargaining unit in the job classification of Compositors having seniority dates preceding June 1, 1978 shall not be subject to be bumped by any other employee in this bargaining unit, nor shall Compositors as afore-described be permitted to bump any other employee within this bargaining unit having a seniority date preceding June 1, 1978.

All regular employees within this bargaining unit hired after June 1, 1978 including Compositors, shall be subject to the normal bumping provisions contained in this Agreement.

APPENDIX C. INTER-PLANT TRANSFER OF EMPLOYEES

Any involuntarily laid-off employee, that is an employee for whom no job exists at his site, with seniority rights who may be employed in any of the following bargaining units of the Company: PACE 8-575, in Rahway, Branchburg Farm, NJ; PACE8-580 in Danville, PA; ICWU 609 in Albany, GA; ICWU 94 or UNITE 398 in Elkton, VA, will be entitled to have all of his benefits continued as if his service had not been interrupted, except at the new location he shall be treated as a new hire for plant seniority purposes. The rights granted pursuant to this Appendix are derived from an agreement entered into between PACE Local 2-86, the constituent Unions of the IUC and the Company.

An involuntarily laid off employee will be offered employment in vacant non-temporary jobs at any other locations covered by this provision, which management decides to fill and for which he is qualified, on the basis of Company seniority, before an offer for such job has been made to applicant(s); provided that the covered employee indicates interest in such sites at the time of layoff, on a form provided by the Company and completed at the time of involuntary layoff by the employee, and further provided that the right of transfer under this appendix will exist only as long as the covered employee retains seniority rights in the local bargaining unit from which he is laid off.

An employee so transferred will retain his COLA and will continue on his COLA progression using his original anniversary date; however, if the COLA of the employee so transferred is less than the COLA of similarly situated employees at the hiring bargaining unit, the COLA of such employee will be

increased to ensure parity with similarly situated employees at the hiring bargaining unit; provided that the COLA paid to an employee so transferred will in no event be used as the basis or evidence for a grievance seeking a COLA upgrade or increase for any other employee.

An employee who rejects an offer of employment to a specific site under the terms of this provision shall thereafter be ineligible for an inter-plant transfer for the period of that lay-off.

The employee will be notified by registered letter, addressed to the employee's last address appearing on the Company records. Within two (2) working days of the date written notice is received, as indicated on the registered mail receipt, but in no case longer than seven (7) calendar days from the postmark date of the registered letter, the employee shall report to the Employment Office at the location where the vacancy exists. Failure on the part of the employee to report to the Employment Office, or to report to work on the day designated by the Company, will result in the forfeiture of all rights under this provision. No employee shall be required to report to work less than seven (7) calendar days from the date the employee is required to report to the Company's Employment Office.

Transferred employees who accept recall to any other location of the Company covered by this provision, under the terms of such location's recall procedure, shall lose seniority at the plant to which he was transferred, and shall work a minimum notice period of five (5) working days before returning to the previous location.

A transferred employee who rejects recall to his home plant shall lose his seniority at such plant. If a transferred employee is laid off from any plant covered by this provision, he shall accrue seniority benefits as provided in the Local Agreement from the plant or plants in which he is in a laid-off status.

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
COMPRESSING - 101	
Production	
Pharm. Technician - Solid Dosage	454-10
Pharm. Operator - Solid Dosage	345-8
Pharm. Operator Trainee - Solid Dosage	030-6
STERILE PHARMACEUTICAL MANUFACTURING - 113	
Production	
Sr. Technician/Formulator - Sterile Op.	437-11
Technician/Formulator	478-10
BIOLOGICAL FILLING - 115	
Production Clerical	
Clerk Typist - Sterile Op.	522-3
Production	
Groupleader - Sterile Production Mechanic	396-11
Senior Mechanic/Technician	408-10
Sterile Production Mechanic	054-9
Filler - Sterile Operations	167-6
General Worker - Sterile Ops.	475-5
MAINTENANCE MATERIAL CONTROL - SITE SERVICES - 130	
Production Clerical	
Maint. Material Control Att.	562-4
Maint. Material Control Clerk	534-4

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
BARRIER OPERATIONS - 135	
Production Clerical	
Clerk Typist Sterile Op.	522-3
Production	
Instrument Technician	402-11
Barrier Technology Specialist	379-10
Barrier Technology Operator	378-6
Equipment Cleaner/Service Worker	344-4
DISPLAY MAKER - 149	
Production	
Senior Display Maker	217-12
Display Maker	183-11
QUALITY CONTROL - PHARMACEUTICAL LABORATORY - 160	
Production Clerical	
Sample & Records Retention Clerk	161-3
Senior Clerk - Analytical	577-3
Production	
Sr. Analytical Chemist	240-11
Stockroom Attendant Clerk	317-3
Pharmaceutical Laboratory Glassware Washer	225-2
RECEIVING & WAREHOUSE - 165	
Production Clerical	
Senior Control Clerk	539-4
Production	
Groupleader Material Center	274-8
Materials Handler Mfg.	073-7
Checker/Material Handler	253-6
Operator Tractor Train	170-4
Checker/Material Handler Trainee	363-4
Warehouse Utility Worker	227-2

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
CHEMICAL STOCK - 166	
Production Clerical	
Senior Control Clerk - Chem. Stock	570-4
Production	
Pharm. Technician Dispensing	460-10
Pharm. Operator - Dispensing	258-9
Pharm. Operator Trainee - Dispensing	458-7
Materials Handler Manufacturing	073-7
Pharm. Support Wkr./ Equip. Washer	456-5
PHARMACEUTICAL PRODUCTION PLANNING & CONTROL - 168	
Production Clerical	
PP&C Resource Clerk	541-3
PLANT SECURITY - 170	
Production	
Sergeant of the Guard	417-6
Security Guard	280-4
COMPUTER SERVICES STERILE OPERATIONS - 171	
Production	
Process Control Room Operator	302-7
STERILE SUPPLY - 173	
Production Clerical	
Clerk Typist - Sterile Oper.	522-3
Production	
Groupleader/Set-Up Mechanic	066-11
Checker - Receiver	305-6
General Worker	051-6

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
STERILE CONTAINER INSPECTION - 174	
Production Clerical	
Senior Clerk - Sterile Inspection	567-3
Production	
Groupleader Set-Up Mechanic	353-11
Senior Mechanic/Technician	409-10
Set-Up Mechanic - Sterile Operations	390-9
Material Handler	403-5
Inspector/Operator	096-5
STERILE PRODUCTION SERVICES - 176	
Production	
Preventive Maintenance Mechanic	115-9
Service Worker	108-1
PACKAGING TECHNOLOGY - 185	
Production Clerical	
Assistant to Package Design Engineer	528-3
BIOLOGICAL PACKAGING - 188	
Production Clerical	
Pkg. Oper. Data Acct. Coordinator	500-4
Production	
Electro/Mechanical Technician	110-11
Production Mechanic I	117-10
Packaging Job Skills Coordinator	320-7
Material Coordinator	334-7
Packaging Operator	366-6
Equipment Cleaner/Service Worker	344-4
Tool Room Attendant	376-4
Service Worker	108-1

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
WEIGH AND DISPENSE - 199	
Production	
BTMC Facility Associate	364-7
FERMENTATION - 200	
Production	
BTMC Manufacturing Associate	365-11
ALUM/BUFFER - 201	
Production	
BTMC Manufacturing Associate	365-11
PURIFICATION - 202	
Production	
BTMC Manufacturing Associate	365-11
CHEMISTRY - 204	
Production	
BTMC Manufacturing Associate	365-11
CULTURE MEDIA - 207	
Production Clerical	
Clerk Typist	538-4
Production	
Chemist	055-10
General Process Worker	392-6
GLASSWARE SUPPLY - 208	
Production Clerical	
Clerk Typist - Sterile Glassware	544-2

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
GLASSWARE SUPPLY - 208	
Production	
Groupleader Glass/ Sterile Supply	406-8
Sterilizer Operator	049-6
Checker/Receiver	261-6
Tank & Equipment Assembler	401-5
Assembler - Process Equipment	234-5
Equipment & Glassware Washer	290-4
Glassware Washer	006-4
Service Worker	108-1
VETERINARY PRODUCTS - 210	
Production	
Poultry Husbandry Technician	088-8
Poultry Husbandry Trainee	431-4
BTMC MECHANICAL SERVICES - 214	
Production	
Pipefitter	361-11
Instrument Technician	359-11
Millwright	360-11
Electrician	358-11
VETERINARY SERVICES - 215	
Production	
Veterinary Services Testing Technician	341-11
Veterinary Technician	197-10
Senior Animal Caretaker	306-8
Animal Caretaker	419-4
Service Worker	108-1

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
DIPLOID CELL VIRUS VACCINES - 220	
Production Clerical	
Clerk - Vaccine Production	533-3
Production	
Biotechnician Groupleader	450-12
Laboratory Technician - Virus Vaccines	265-11
General Worker	323-5
VAQTA - 221	
Production Clerical	
Clerk - Vaccine Production	533-3
Production	
Biotechnician Groupleader	450-12
Laboratory Technician	265-11
General Worker	323-5
DIPLOID CELL VIRUS VACCINES - 222	
Production Clerical	
Clerk - Vaccine Production	533-3
Production	
Biotechnician Groupleader	450-12
Laboratory Technician - Virus Vaccines	265-11
General Worker	074-5
CONTROL MICROBIOLOGY - 223	
Production Clerical	
Clerk Typist - Control Microbiology	505-3
Production	
Technician - Standards & Control	463-11
Technician - PCR/ Virology	449-11
Technician - Bacteriological Testing	137-11
Technician - Microbiological Testing	216-11

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
Laboratory Technician	336-11
Biochemist-Chromatographic & Separation Testing	388-11
Lab Helper	086-6
Lab Helper - Microbiological Testing	085-5
Lab Helper - Bio QC	212-4
RAW MATERIALS LABORATORY - 224	
Production	
Sr. Analytical Chemist	240-11
Lab Helper - Microbio. Testing	085-5
ROTAVIRUS - 225	
Production	
Biotechnician Groupleader	450-12
Laboratory Technician	265-11
Manufacturing Support Associate	442-6
PROMOTIONAL MAILING - 227	
Production	
General Worker - Promotional Mailing	185-3
DISTRIBUTION - 230	
Production Clerical	
Senior Control Clerk	542-4
Production	
Groupleader - Distribution Center	294-8
Checker/Material Handler	491-6
Checker/Material Handler Trainee	362-4
Packer/Freight	201-4
Power Sweeper/Scrubber Operator	136-3

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
MICROBIAL VACCINES - 231	
Production	
Bio-Technician	111-11
General Worker - Vaccine Production	068-5
HPV PURIFICATION - 232	
Production	
BTMC Mfg. Assoc.	365-11
PRODUCT RELEASE & LABEL - 236	
Production Clerical	
Senior Clerk -Labeling Oper.	514-4
Sr. Control Clerk	507-3
Analytical Senior Clerk	577-3
Printed Component Clerk - Labeling Oper.	588-3
STERILE SUPPLY - 242	
Production	
Manufacturing Support Associate	442-6
SPECIALTY BIOLOGICALS-ELSPAR - 248	
Production	
Laboratory Technician	265-11
General Worker	323-5
WATER TREATMENT PLANT - 252	
Production	
Water Treatment Technician	498-11
WASTE - SITE SERVICES - 253	
Production Clerical	
Clerk Typist - Solid Waste	530-3

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
WASTE - SITE SERVICES - 253	
Production	
Incinerator Operator	160-9
Solid Waste Checker Receiver	331-7
Trash Disposal Operator	443-7
Incinerator Operator - Trainee	340-5
Trash Disposal Operator	019-5
ENVIRONMENTAL LABORATORY - 255	
Production Clerical	
Clerk Typist	550-3
Production	
Environmental Testing Analyst	187-11
MAINTENANCE & REPAIRS - 259	
Production	
Groupleader- Mechanical Trades- Electronic & Instrument Technician	128-12
Groupleader - Mechanical Trades - Pipefitter/Plumber	127-12
Groupleader - Mechanical Trades - Millwright	126-12
Groupleader - Mechanical Trades - Machinist	125-12
Groupleader - Mechanical Trades - Electrician	124-12
Groupleader - Mechanical Trades - Carpenter	123-12
Groupleader - Mechanical Trades - Sheet Metal Worker	426-12
Carpenter	235-11
Pipefitter & Plumber	233-11
Millwright	232-11
Sheet Metal Worker	231-11
Electrician	228-11
Machinist	141-11

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
MAINTENANCE & REPAIRS - 259	
Vehicle & Service Equipment Mechanic	389-11
Electronic & Instrument Technician	209-11
Incinerator Instrumentation Technician	373-11
Locksmith - Mechanical Trades	412-11
Groupleader - Mechanical Trades - Painter	483-10
Painter	236-9
Apprentice Electrician	
Apprentice Instrument Technician	
Apprentice Millwright	
Apprentice Pipefitter & Plumber	
Apprentice Carpenter	
BIOLOGICS LICENSING - 261	
Production Clerical	
Stability Studies Clerk	556-5
Production	
Senior Technician	172-12
ENVIRONMENTAL CONTROL - 262	
Production Clerical	
Clerk Typist - Environmental Control	543-3
Production	
Technician - Control Monitoring	271-10
Laboratory Helper - Control Monitoring	268-6
SUPPLIES INSPECTION - 263	
Production	
Staff Sampler/Inspector	186-8
Associate Sampler/Inspector	461-6

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
RECEIVING & WAREHOUSE - 265	
Production Clerical	
Control Clerk – Warehouse	587-3
Logistics Clerk	564-3
Production	
Groupleader-Receiving	029-7
Checker/Material Handler	153-5
Warehouse Utility Worker	313-2
PRINTING - 268	
Production	
Working Foreperson - Composition	001-11
Digital Prepress System Adm./ Tech	459-11
Compositor	003-10
General Worker - Printing (Power Stripping)	097-5
Service Worker	108-1
FACILITIES ENGINEERING - 270	
Production	
Machinist - Gadget Maker	224-11
POWER - SITE SERVICES - 271	
Production	
Power Plant Technician	107-11
Power House Operator	084-11
Electrical Distribution Services Electrician	350-11
General Worker	368-4
SERVICE - SITE SERVICES - 272	
Production	
Groupleader – Service Worker	277-8
Service Worker	108-1

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
SITE PROTECTION & RESPONSE - 274	
Production	
Fire Protection Technician	116-10
LANDSCAPING - 278	
Production	
Groupleader - Grounds	429-8
General Utility Worker	040-6
General Utility Worker	040-5
SITE ASBESTOS ABATEMENT - 281	
Production	
Asbestos Abatement Worker	104-8
Trainee Asbestos Abatement Worker	103-4
HVAC REFRIGERATION - 282	
Production	
Stationary Engineer	081-11
AC Refrigeration Mechanic	273-11
LYO FILLING OPERATIONS - 285	
Production Clerical	
Clerk Typist - Sterile Oper.	522-3
Production	
Senior Mechanic/Technician	411-10
Lyo Material Coordinator	316-7
Material Handler	312-6
Filler - Lyo Products	333-6
BIO QUALITY CONTROL - 286	
Production	
Retention Specialist - SPR	196-6

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
LYO SEALING & PACKAGING OPERATIONS - 290	
Production	
Senior Mechanic/Technician	411-10
Lyo Material Coordinator	316-7
Filler - Lyo Products	333-6
SOLVENT GRANULATING - 292	
Production	
Groupleader - Solvent Granulating	218-11
Pharm. Operator - Granulating	466-10
Pharm. Operator Trainee - Granulating	464-7
Liquid/Lacrisert - Groupleader	467-11
Groupleader - Film Coating	215-11
FILM COATING - 294	
Production	
Pharmaceutical Technician - Coating	416-10
CMMS/PM MGMT - 295	
Production Clerical	
Clerk - Maintenance Engineering	553-3
POLYSACCARIDE - 305	
Production	
Biological Technician	111-11
General Worker	413-6
IOMPC BULK MANUFACTURING - 351	
Production Clerical	
Clerk	533-3

JOB CLASSIFICATION SCHEDULE

Area / Job Classification	Job Code/ Labor Grade
IOMPC BULK MANUFACTURING - 351	
Production	
Biotechnician	111-11
General Worker Vaccine Production	068-5
LABORATORY SERVICES - WEST POINT - 760	
Production	
Groupleader - Culture Media Maker	374-12
Sterilizer Operator/Glassware Washer	439-6
General Worker - Lab. Services	076-5
LABORATORY ANIMAL RESOURCES - 761	
Production	
Animal Care Specialist	298-8
Animal Care Specialist Trainee	297-4
SAFETY ASSESSMENT - 876	
Production	
Laboratory Assistant - Toxicology & Pathology	020-10
Laboratory Assistant Trainee	322-6
PHARMACEUTICAL DEVELOPMENT - 882	
Production	
Sterile Products Development Technician	155-10
Laboratory Assistant - Pharmaceutical	
Development	469-9
Equipment Washer/Service Worker	026-5
Chemical Dispersment Technician	383-7

CONSTITUTION AND BY-LAWS

Local 2-86, Paper, Allied-Industrial, Chemical and Energy Workers International Union

We, Local 2-0086 of the Paper, Allied-Industrial, Chemical and Energy Workers International Union, realize that the struggle to better our working and living conditions is in vain unless we are united to protect ourselves.

Realizing that the old craft form of trade union organization is unable to defend effectively the interest and improve the conditions of the industrial wage earners, we, the Paper, Allied-Industrial, Chemical and Energy Workers, form an organization which unites all workers in our industry, on an industrial basis with rank and file control, regardless of craft, age, sex, nationality, race, creed or political beliefs and pursue at all times a policy of aggressive effort to improve our conditions.

We pledge ourselves to labor unity for the principles herein set forth to perpetuate our union and work in concert with other labor organizations to bring about a higher standard of living of the workers.

ARTICLE I NAME

This organization shall be known as LOCAL NO. 2-0086 – PAPER, ALLIED-INDUSTRIAL, CHEMICAL AND ENERGY WORKERS INTERNATIONAL UNION.

ARTICLE II OBJECT

It shall be the object of Local No. 2-0086 to protect, maintain and advance the interests of the workers under its jurisdiction and to do all in its power to strengthen and promote the labor movement.

ARTICLE III ADMISSION AND MEMBERSHIP

Section 1. The jurisdiction of this Union shall be the atomic, petroleum, gas, coke, chemical and allied, related and similar industries.

Section 2. All bona fide workers employed within the jurisdiction of the Union, and all employees of this organization, shall be eligible for membership in this Local Union upon receiving a favorable majority vote of the members present and voting at a Local Union meeting.

No person shall be refused membership because of nationality, race, sex, sexual preference, disability, or religious belief. However, membership is expressly denied to any individual who advocates the overthrow of the government by force or violence.

Section 3. No membership application shall be accepted unless satisfactory arrangements are made for payment of the initiation fee, such fee to be in conformity with the International Constitution.

If an individual's application for membership is rejected by majority vote of the Local Union meeting, he shall be ineligible to apply again for a period of three months.

This Local Union shall not accept into membership any person against whom charges have been preferred or fines or assessments levied, until he/she has been cleared of such charge, or has paid such fines or assessments.

Section 4. All applicants for membership accepted by the Local Union shall appear at a Local Union meeting at their earliest possible convenience for initiation or affirmation. However, in those cases where applicants are prevented from appearing for initiation or affirmation by unavoidable circumstances, they shall pay dues in accordance with the provisions

of the International Constitution, and they shall be subject to the regulations of the Local Union.

Section 5. Monthly dues shall be determined by the Local Union, within the limits set by the International Constitution.

Monthly dues and initiation fees may be changed by majority vote by secret ballot of the members in good standing voting at a general or special membership meeting, after reasonable notice, or by majority vote of the members in good standing voting in a membership referendum conducted by secret ballot.

A dues increase of One (\$.01) Cents per hour worked, not to exceed Forty (\$.40) Cents per week per member shall be in effect at By-Laws adoption to be used to provide Local 2-86 with labor and legal services programs to members.

Section 6. Any member shall have full rights and privileges of membership until he/she is three (3) months in arrears for dues, assessments or fines, at which time he/she shall be suspended.

All persons not in good standing in the Local Union are prohibited from participating in meetings and may attend meetings only when invited to do so by vote of the Local Union.

Section 7. Rules and regulations covering initiation fees, dues, per capita tax, defense fund monies, monthly financial reports, charter fee and supplies, annual audits, withdrawal and out-of-work and honorary membership and military service cards, transfers of membership, rights and privileges of membership, and reinstatement shall be in compliance with the International Constitution.

The Local Union will follow uniform and nondiscriminatory practices in the administration of the above rules and regulations.

ARTICLE IV MEETINGS

Section 1. This Local Union shall meet at least once each month.

Section 2. The stated meetings of this Local Union shall be held as designated by the Union. This Local Union shall be required to call a meeting at least once a month.

Section 3. The Executive Board shall meet the first Monday of each month. The regular membership meeting shall be held the second Monday of each month; however, the Executive Board may set an alternate date.

Section 4. Special meetings of the Local may be called by the President or on petition of 25% or more members for the purpose of transacting any special business. Notice of such meeting must be posted on the bulletin boards at all plants at least forty-eight (48) hours prior to the meeting.

Such notifications are to include agenda of said meeting. No other business can be taken up at this special meeting.

Section 5. A majority of twenty-five (25) members in good standing shall constitute a quorum for the transaction of the Local Union's business at a regular or special meeting.

Section 6. Order of Business:

(a) Roll-call of Officers;

(b) Reading and approval of last Membership meeting minutes;

(c) Reading and approval of last Executive Board meeting minutes;

- (d) Communications and bills;
- (e) Report of Treasurer;
- (f) Report of Committee;
- (g) *Unfinished Business*;
- (h) New business (and any other business that may be properly presented to membership at this time, including COPE activities);
- (i) Good and Welfare.
- (j) Adjournment.

Section 7. Under Good and Welfare, a maximum of 15 minutes will be allowed for the member to speak on any matter pertaining to the good and welfare of the Local, but no motions can be made except a motion to table or to refer to the Executive Board or to a Committee.

There will be a limit of three (3) minutes allowed to any speaker on any motion, amendment or discussion.

No member will be allowed to speak more than two times on any motion, amendment or discussion.

Section 8. New members, before being admitted to full membership, shall be sworn in by the steward of their area or by any duly elected officer by submitting to the following obligation:

"I promise to bear allegiance to the Paper, Allied-Industrial, Chemical and Energy Workers International Union, and abide by its laws. I further promise to carry the message of organized labor to my fellow workers, and will never knowingly wrong a fellow member, or see him wronged, if in my power to

prevent it. I pledge upon my honor that I may be absolved from same by the Paper, Allied-Industrial, Chemical and Energy Workers International Union."

Section 9. Any members may attend a meeting of the Executive Board but shall not have voice in the discussions. However, he/she shall be heard if he/she has some subject to bring before the Board. The action of the Board on this subject shall be considered final, so far as the Board is concerned.

Section 10. International Officers and Staff personnel may attend Local Union meetings with the right to speak, and Local Union Officers and International Officers and Staff personnel may attend group meetings with the right to speak. Local Union members in good standing may attend other group meetings but may speak only upon consent of the majority. Only those members of a unit group shall have the right to vote.

ARTICLE V NOMINATIONS AND ELECTIONS OF OFFICERS

Section 1. Only members in good standing for a period of one (1) year, as determined by the date on which the member signed a check-off card, and who are present at the meeting when nominations are made shall be considered nominees. An absent member will be considered if he/she can give a valid excuse for being absent, and presents a written statement that he/she shall accept the office he/she is nominated for together with a pledge to fulfill his/her obligation to the best of his/her ability.

Section 2. All candidates for office shall be nominated at the regular meeting of the Local Union in the month of October, in the year in which elections are held.

Letters of acceptance from those people who cannot attend the Union meeting must be presented to an officer of the Local Union prior to the opening of the meeting.

Once the meeting is opened, no letter of acceptance will be accepted by the chair.

Section 3. The election shall be held by secret ballot in the month of November at a place easily accessible to the membership.

Any member in good standing may nominate candidates for office, but no member may be nominated for more than one office.

Section 4. Newly elected officers shall assume office at the regular monthly membership meeting in the month of December.

Section 5. At the regular Membership Meeting in September, a Judge and Tellers shall be elected from the membership present. The duties of the Tellers shall be to take charge of the polling place designated by the Executive Board; keep the polls open during the hours specified by the Board; distribute the ballots to all members in good standing when they appear at the polls; see that all ballots are deposited in a sealed box or boxes, and after the polls are closed, in the presence of all interested members of the Local Union, count and certify the number of votes cast for each candidate and the number of blank and mutilated ballots. The Tellers shall present the election certificate and the report to the membership at the first regular meeting immediately following the election.

Section 6. Judges and Tellers shall be paid for time lost from the plant at the appropriate hourly rate for all hours spent conducting the election plus one-half the per diem rate as established by the Local Union as compensation for

members on Union business, and actual transportation cost incurred. Judges and Tellers will be allowed time off from work at no additional compensation paid by the Union during the day following the election at their individual discretion.

Persons who serve as Judges and Tellers shall not be eligible for election to any position appearing on the ballot.

Section 7. The Judges shall act as supervisor of the Tellers and shall be responsible for the faithful performance of their duties.

Section 8. The order in which the candidates' names are to appear on the ballot shall be determined by lottery.

Section 9. Candidates receiving the majority vote for offices of President, Vice President, Recording Secretary, Financial Secretary, Treasurer and Plant Chairman, shall be declared elected. When no candidate for these offices receives the majority of the votes for such office, a run-off election between the two candidates receiving the highest number of valid votes cast for the office shall be held at a special meeting of the membership to be called not later than three (3) days after official returns are tabulated. For all other offices, including an office held by two or more persons, the candidates receiving the highest number of votes cast shall be declared elected.

Section 10. In the event of a tie vote for any office, a run-off election shall be held in order to break the tie.

Section 11. The election of Local officers shall be by secret ballot among the members in good standing who have been members for at least thirty (30) days (as determined by the date on which the member signed a check-off card). Not less than fifteen (15) days prior to the election, notice thereof shall be mailed to each member at his/her last known home address.

Section 12. The Financial Secretary of the Local Union shall preserve for one (1) year the ballots and all other pertinent records of the election.

In the event that any member or group of members questions the results of an election, such question must be reduced to writing and delivered to the President of the Local within seven (7) calendar days from the time of the announcement of the election results, whereupon the President shall appoint a special committee for the purpose of investigation and report on their findings.

Section 13. Before entering upon the duties of the office to which they have been elected, the officers shall subscribe to the following affirmation:

Installation Officer: Raise your right hand and repeat after me:

"I sincerely pledge my honor to perform the duties of my office as prescribed by the laws of this Union and to bear true allegiance to the Paper, Allied-Industrial, Chemical and Energy Workers International Union. I will deliver to my successor in office all books, papers and other property of this Union that may be in my possession at the close of my official term. I will also deliver all property of the Paper, Allied-Industrial, Chemical and Energy Workers international Union, in my possession to the President of the same upon demand. To all of this, I solemnly promise."

Section 14. Should any Officer or Executive Board member or shop steward absent himself/herself from (3) consecutive meetings without a valid excuse, charges may be filed against the absent officer or Executive Board member seeking the member's removal from office, pursuant to Article X of this Constitution.

Section 15 In the event of death, resignation, or removal of any officer, the Executive Board shall select from

the Union membership a member to fill the vacancy for the remainder of the term of office. If the aforementioned vacancy occurs in the office of President, then the Vice-President shall assume the duties of the President until the Executive Board makes its designation.

In the event of death, resignation, or removal of a nominee for office, the President may order a nomination to be held at the next regular membership meeting, or the Local Union can decide if such nomination is necessary and, if so, the Local can designate the time and place of the election.

Section 16. Officers shall be elected every three (3) years and the term shall be three (3) years. This shall also include the Plant Committee.

Section 17. All delegates to the convention and district councils and other bodies with which the Local may be affiliated shall be elected by secret ballot among the members in good standing.

Prior to election, the Local Union may designate certain officers by virtue of their office to be standing delegates to convention, district council or other bodies with which the Local may be affiliated, provided such election of officers is conducted by secret ballot.

The paid officers of the Union (President, Vice-President, Plant Chairman, Financial Secretary, Treasurer and Recording Secretary) shall be standing delegates to the International Convention.

Section 18. The President, Vice-President and Plant Chairman shall be the delegates to the Master Bargaining Committee. The Local Bargaining Committee shall consist of eight (8) members and one alternate. The Plant Chairman and the Plant Grievance Committee shall be standing delegates to the Local Bargaining Committee.

ARTICLE VI OFFICERS AND THEIR DUTIES

PART I OFFICERS

Section 1. The Officers of the Local shall consist of a President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Plant Chairman, Sergeant-at-Arms, Guide, three (3) Trustees and five (5) Board Members at Large.

Section 2. No person shall be eligible to be an officer, Executive Board member or employee of Local 2-0086, if he/she is a member of the Communist Party or a Nazi or Fascist organization or any organization which owes its allegiance to any government other than the United States of America, directly or indirectly. Nor may a person hold an office if he/she is a member of any organization which promotes doctrines of racial or religious discrimination.

Section 3. This Local shall be privileged to combine such offices as in the judgment of a majority of members may be necessary, except that the offices of President and Treasurer (or those persons who may be delegated to the responsibilities of these offices) shall not be combined with any other offices.

PART II DUTIES OF OFFICERS

Section 1. Duties of the President

(a) The duties of the President shall preside at all meetings of the Local and of the Executive Board. He/she shall be entitled to vote on all questions of membership and the election of officers, but on other questions, he/she shall cast the deciding vote only. It shall be the duty of the Local Union President to supervise the activities of the Local Union and to enforce compliance with the International Constitution and with the policies and programs of the International Union.

He/she shall interpret the Local Union By-Laws and Local Union mandates (subject to the approval of the membership), and it shall be his/her duty to enforce compliance with same.

(b) He/she shall, together with the Executive Board and other Committees, carry out the policy enunciated at the Local Union meetings and between Local Union meetings.

(c) The President may sign checks together with the Treasurer.

(d) The President shall be a member ex officio of all committees.

(e) The President shall have the right, or at the request of a majority of the Executive Board members, to call special meetings of the Executive Board of the Local Union.

(f) The net salary of the President shall be three hundred dollars (\$300.00) per month.

(g) The President shall be a delegate to all conventions and conferences. If unable to attend, he shall delegate another Executive Board member to attend in his/her place.

(h) The President shall sign all contracts.

Section 2. Duties of the Vice-President

(a) It shall be the duty of the Vice-President to take the place and carry out the duties of the President when the President is absent.

(b) The Vice-President shall assist the President in the performance of his/her duties and shall work under the direction of the President.

(c) The Vice-President shall render all possible assistance to the Plant Chairman in the handling and processing of grievances.

(d) The Vice-President may sign checks together with the Treasurer.

(e) The Vice-President shall receive a net salary of Three Hundred Dollars (\$300.00) per month.

Section 3. Duties of Recording Secretary

(a) The duties of the Recording Secretary shall be to record the reports given and the decisions made at the meetings of the Local Union and the Executive Board.

(b) The Recording Secretary shall receive and send out all mail, telegrams or messages as instructed by the Executive Board, the Local Union Membership or the President of the Local Union.

(c) The net salary of the Recording Secretary shall be Three Hundred Dollars (\$300.00) per month.

(d) The Recording Secretary shall notify members, committees and delegates of meetings, notify officers, committees and delegates of their appointments, and furnish committees and delegates with proper credentials. He/she shall print or have printed notices of all meetings.

(e) The Recording Secretary shall be responsible for the care and proper filing of all records and correspondence in the Local Union office.

(f) The Recording Secretary shall assist the President in the checking of and filing of Job Descriptions.

Section 4. Duties of the Financial Secretary

(a) The Financial Secretary shall keep a record of all monies received or disbursed by the Local Union.

(b) He/she shall be responsible for keeping the Local Union in compliance with the International Constitution in order that the Local Union may be eligible for Defense Fund benefits, and currently in good standing by submitting each month a report of business transacted by the Local Union to the International Secretary-Treasurer. He/she shall forward to the International Secretary-Treasurer and to affiliated Councils the per capita tax due without the necessity of a vote by the Local Union.

(c) The Financial Secretary shall collect all monies paid to the Local, including dues, initiation fees, fines and assessments, giving receipts where appropriate and deliver it to the Treasurer. He/she shall keep true and accurate accounts of all his/her transactions as Financial Secretary, and shall make monthly reports thereon to the Local Executive Board and the Local. He/she shall, at the same time, report the number of members in good standing and the number in arrears. He/she shall keep a record of the names and addresses of all members of the Local Union and their status. He/she shall also submit a written report of the finances and the membership of the Local Union to the International Union in such manner and at such times as the International President or Secretary-Treasurer may require. On demand of the International President, he/she shall make all of his books and records available for examination and audit.

(d) The net salary of the Financial Secretary shall be Three Hundred Dollars (\$300.00) per month.

Section 5. Duties of the Treasurer

(a) The Treasurer shall receive all monies from the Financial Secretary and all other securities, funds and other valuables of the Local and shall deposit it in the name of the Local in such bank or banks as the Executive Board may direct. He/she shall countersign all checks, bank withdrawals or funds, money and properties of the Local, provided however, that such withdrawals and disbursements have been approved by the members or the Executive Board. He/she shall give receipts when appropriate and shall be the custodian of the entire Local's bankbooks and other written evidence of the Local's property and accounts. He/she shall keep true and accurate accounts of all his/her transactions as treasurer and shall make monthly reports thereon, including the balance on hand in the Local treasury, to the Local Executive Board and the Local. He/she shall preserve an index of all bills for which checks have been issued and shall keep all stubs and vouchers for all bills paid. No bill shall be paid other than by check, and all checks shall bear the signature of the Treasurer and President or Vice-President. He/she shall also submit a written report of the finances and the membership of the Local Union to the International Union in such manner and at such times as the International President or Secretary-Treasurer may require. On demand of the International President, he/she shall make all of his/her books and records available for examination and audit. He/she shall cause any necessary governmental reports to be filed timely, including federal, state and local tax reports.

(b) He/she shall make a report at each regular meeting of all monies received and expended and report on all official correspondence.

(c) He/she, as well as every other person required by applicable law, shall be bonded as prescribed by the International Executive Board in amounts as fixed by the International Board. Such bond shall be procured through the

International Headquarters Office and paid for by the Local Union.

(d) In the performance of his/her duties, the Treasurer shall incur no additional expenses (excluding lost time), without prior approval of the Executive Board.

(e) The net salary of the Treasurer shall be Three Hundred (\$300.00) Dollars per month. .

Section 6. Duties of the Plant Chairman

(a) It shall be the duty of the Plant Chairman to schedule all third step grievance meetings with the Company and to preside at same on behalf of the Union.

(b) He/she shall be available whenever possible for consultation and guidance to Stewards and Plant Committee members whenever required.

(c) He/she shall keep an active and up to date file of various reports he receives such as layoff and recall notices, written warnings and reviews of same, employment reports, Company policies, etc.

(d) The Plant Chairman shall conduct (or designate members of the Plant Committee or Executive Board in his stead) steward elections where necessary.

(e) The net salary of the Plant Chairman shall be Three Hundred dollars (\$300.00) per month.

Section 7. Duties of the Guide

(a) He/she shall assist the Sergeant-at-Arms at all meetings and serve in his/her absence as Sergeant-at-Arms.

(b) He/she shall present to the Chairman all guests and candidates for initiation into membership.

Section 8. Duties of the Sergeant-at-Arms

(a) At the regular monthly meeting, or any special meeting of the Local Union, the Sergeant-at-Arms shall allow no person to enter the meeting hall who is not a member in good standing of the Local Union. He shall report to the Chairman anyone seeking admission who is not a member in good standing of the Local Union. He/she shall report to the Chairman anyone seeking admission who is not a member in good standing of the Local Union.

(b) He/she shall see to it that no person under the influence of intoxicating liquor is permitted to enter the meeting hall.

(c) He/she shall see that the Charter and the United States Flag is displayed at all meetings.

Section 9. Duties of the Trustees

(a) There shall be a Board of Trustees elected by the membership.

(b) It shall be the duty of the Trustees to keep watch over all monies and property of this Union. They shall approve the Treasurer's books each month. They shall examine and audit the books and records of the Local Union at least every three (3) months, and they shall submit a written report on each audit to the Local Union within thirty (30) days following the close of each quarter. The Trustees shall submit an

annual financial report to the International Secretary-Treasurer within ninety (90) days of the end of the Local Union's fiscal year.

(c) The Trustees shall inventory, at least once each year, all properties of the Local Union.

(d) All books shall be closed while an audit is being taken and they shall remain closed until such audit is completed. The Financial Treasurer shall be notified and must be present during an audit.

(e) The Trustees shall report their findings of the audit to the Local Union.

(f) The trustees shall attend to the bonding of all Executive Officers who sign checks or handle any funds of the Local Union, in accordance with the policy of the International Union.

Section 10. Board Members-at-Large

(a) It shall be the duty of the Board members-at-Large to attend all meetings of the Executive Board at which they shall have voice and vote.

2. *Board Members-at-Large shall be elected at the same time and in the same manner other officers are elected.*

3. Board members shall discharge special duties to which they may be assigned by the President of the Local, by and with the consent of the Executive Board.

ARTICLE VII EXECUTIVE BOARD

Section 1. The Local Union shall have an Executive Board consisting of the officers and such additional members as set forth below.

Section 2. The officers of the Local shall all be members of the Executive Board consisting of the following: President, Vice-President, Recording Secretary, Financial Secretary, Treasurer, Plant Chairman, Sergeant-at-Arms, Guide, three (3) Trustees, and five (5) Board Members-at-Large.

Section 3. The Executive Board shall transact all business when the Local is not in session, execute the orders of the organization when the Local is not in session, and recommend such action to the Local as may be necessary. The Executive Board shall be vested with the full power and authority to regulate the internal affairs of the Local. The Executive Board shall have the authority to accept or reject all applicants for membership in the Local.

Section 4. The Executive Board shall also have the authority to fine, suspend, or expel at its discretion all members convicted of anti-Union activities, pursuant to the procedures set forth in Article X of this Constitution and By-Laws. All acts of the Executive Board shall be subject to the approval of the Local membership.

Section 5. The Executive Board or the Local Union may at any time require from any officer or committee a full and detailed account of the business done in the name of the Local.

Section 6. All decisions of the Executive Board shall be decided by a majority vote of those members present, provided there is a quorum.

Section 7. Five (5) members of the Executive Board shall constitute a quorum.

Section 8. The Executive Board shall meet at least once a month. Special meeting of the Executive Board may be called at the request of the President, or five (5) members

of the Board. The Recording Secretary should notify all members at least forty-eight (48) hours prior to the meeting.

Section 9. The Executive Board shall not be requested to consider any problems of an established committee unless it is presented at the request of the Chairman of said committee.

Section 10. The Executive Board shall prepare an agenda of all items to be discussed and acted upon by the membership.

Section 11. The Executive Board shall have the power to appoint delegates to represent the Local if the appointment must be made before the next membership meeting.

Section 12. The Executive Board members who fail to attend three (3) consecutive Local Union and Executive Board meetings without prior excuse may have charges filed against them for removal from office pursuant to Article X of the Local Union By-Laws.

ARTICLE VIII EXPENDITURES

Section 1. The Executive Board may authorize expenditures of such sums of monies as may be required in an emergency which may arise between membership meetings. Such sums are not to exceed a total of \$300.00 in any one month. Any proposed donation in excess of \$300 must be posted prior to the next scheduled membership meeting.

Section 2. The Executive Board shall authorize the payment of administrative expenses (salaries, office expenses, rent, insurance, maintenance, and taxes).

Section 3. All other expenditures shall be referred to the general membership for approval.

Section 4. All bills shall be paid by check.

Section 5. (a) When a member is required to lose time from his employment, including lost overtime, for the purpose of performing work for the Local, he/she shall be compensated for each hour lost at the appropriate hourly rate in addition to necessary expenses incurred in the performance of such work, in addition to incentive rate the member would have made while performing scheduled work, or average earnings, where applicable, and necessary expenses incurred in the performance of such work.

(b) When a member spends an entire weekend (sixth and seventh days) away from home attending to Union business, he/she shall be allowed one day off with pay, not to exceed eight (8) hours.

Section 6. When a member is required to perform service away from home, he/she shall be allowed, in addition to the applicable lost time wages set forth above, an amount covering first class transportation by the most direct route to and from his home; where automobile transportation is used, reimbursement shall be at the maximum rate permissible by the Internal Revenue Service regulation for such mileage reimbursement, with every effort being made to use the least possible number of automobiles.

Section 7. When a member is required to attend a meeting in the capacity of delegate from this Local Union and where such meeting lasts a full day and does not require the delegate to remain away from home overnight, the sum of thirty dollars (\$30.00) shall be allowed as expenses. Where overnight stay is required, the sum of sixty dollars (\$60.00) and a reasonable hotel or motel room per day shall be allowed.

Section 8. The salary of any Local Union officer or Local Union employee regularly employed by the Local Union

shall be set by the Local Union on recommendation of the Executive Board.

Section 9. No officer of this Local Union shall have the power to incur any indebtedness on its behalf or appropriate any money without authority from this Constitution and By-Laws or from the Local Union.

Section 10. Any member who is retired by the Company for any reason and who has been a member of this Local shall be presented with a wallet and a check in the amount of Ten (\$10.00) Dollars per year for each year of membership commencing January 1, 2000. There shall be a minimum payment of One Hundred (\$100.00) Dollars.

Section 11. In the event of the death of a member or a member of his/her immediate family (spouse, parent or child), or a retired member, a suitable floral display shall be sent in the name of the Local Union. Where it is not possible to send flowers, any other honorarium of current equal value may be sent.

ARTICLE IX REAL AND PERSONAL PROPERTY

Section 1. (a) All Officers, at the expiration of their term of office, when removed from office, or when their office is declared vacant, shall deliver to their successors all books, paper, monies and other property in their possession belonging to the Union, and they shall not be released from their bonds or obligations until this Section is complied with.

(b) All members or employees who hold or have in their possession any monies, books, records or other property of the Local Union during any period when such member or employee is designated to perform duties on behalf of the Local Union shall deliver all such monies, books, records and other properties to the Treasurer of the Local Union upon completion of such assignment.

Section 2. (a) The President, Financial Secretary-Treasurer, Trustees, and their successors, shall constitute a Board of Trustees for the purpose of holding title to both personal property and real estate taken in the name of Oil, Chemical and Atomic Workers International Union, Local No. 8-86.

(b) Upon prior approval of the Local Union, the Board of Trustees shall be authorized to buy, sell, transfer, lease and contract for personal property and real estate of the Local Union.

Section 3. All books, records, funds and property in the possession of or subject to the control of a Local Union (which dissolves, withdraws or disaffiliates or whose Charter has been dissolved, withdrawn, suspended or revoked), including dues, fees and assessments received from its members, whether or not held in the name of a corporation, trustees, or other nominees, shall become and remain the property of the International Union to be held and administered on behalf of all members of the International Union.

Section 4. A member whose membership is terminated shall have no right or interest in any property of the Local Union or of the International Union, including any dues, assessments or other financial obligations paid by him/her in advance of the effective date of such termination, except that this provision shall not apply in the case of Local Union Benefit Plans which may specifically provide otherwise.

ARTICLE X DISCIPLINE, TRIALS AND PENALTIES

Section 1. Except in cases involving non-payment of periodic dues, no member shall be disciplined unless written, specific charges have been filed by a member in good standing, a copy of the charges is delivered to the accused member or mailed to the member at his or her last known

address, and a reasonable period of time is afforded to the accused member within which to prepare his or her defense.

Section 2. The Local Union may establish rules governing membership attendance at regular meetings. Small fines of \$1.00 or less may be imposed by the presiding officer to assure an orderly meeting.

Section 3. The Local Union shall be empowered through proper trial procedure to fine, disqualify for eligibility to hold office for a specified period of time, suspend or expel members for violation of the Local and/or International Constitutions.

Section 4. The following violations are considered grounds upon which charges may be filed:

(a) Neglect of duty or breach of the International and/or Local Union Constitutions and By-Laws;

(b) Refusal to abide by decisions and policies established by the President or the Executive Board of the International Union, or by his/her Local Union;

(c) Advocating or soliciting membership in a rival organization or attempting to transfer the affiliation of any bargaining unit from the jurisdiction of the Paper, Allied-Industrial, Chemical and Energy Workers International Union.

(d) Accepting office in rival labor organization.

(e) Providing a complete or partial membership list of persons other than those whose official business requires such a list.

(f) Misappropriation or embezzlement of funds or assets of this organization. Violation of this subsection (f) shall debar any person convicted of such violation from holding office thereafter.

(g) Tampering with ballots or interfering with the fair and proper conduct of elections.

(h) Maliciously or falsely slandering officers or members of the Paper, Allied-Industrial, Chemical and Energy Workers International Union;

(i) Engaging in acts which tend to hinder the prosecution of a properly recognized and authorized strike conducted by the Paper, Allied-Industrial, Chemical and Energy Workers International Union.

(j) Instigating or engaging in a strike or work stoppage which violates a working agreement.

(k) Engaging in conduct detrimental to the welfare and interests of the membership of the Paper, Allied-Industrial, Chemical and Energy Workers International Union.

Section 5. Except as otherwise provided in this Article, all charges shall be filed with the Recording or Financial Secretary of the Local Union in which the accused member holds (or former member, held) his or her membership. Promptly upon receipt of such charges, the Secretary shall cause to be delivered or mailed a copy of the charges to the accused member and, if in the opinion of the Local Union Executive Board, a trial should be held, the Secretary shall advise both the member filing the charges and the member against whom the charges are filed, of the time, date and place of the trial. Except for good cause shown, the trial shall proceed notwithstanding the absence of the member filing the charges or the absence of the member against whom the charges have been filed. Should the Executive Board determine that a trial should be held, it shall be referred to an Investigating Committee. If the Executive Board refuses to approve the holding of a trial, its decision shall be subject to review by: first, the Local Union membership; second, the International Executive Board; and finally, the International Convention.

Section 6. If it is decided that the charge be referred to an Investigation Committee, the presiding officer shall appoint, subject to approval of the membership, three (3) of five (5) members to hear the same. The member filing the charge or the accused shall not be eligible to serve on the Investigating Committee.

Section 7. The Investigating Committee shall maintain an accurate record of the evidence presented, and shall allow an opportunity for examination and cross-examination of witnesses. No evidence shall be considered by the Investigating Committee or the Union except such as shall be offered at a hearing at which the accused shall have been notified and gives a reasonable opportunity to be present. The accused shall be given every reasonable opportunity to be heard and to present evidence in his defense. He/she may be assisted by counsel of his/her own choosing selected from the membership of his/her Local Union, or he/she may waive any or all of the rights set forth herein.

Section 8. The Investigating Committee shall base its decision on evidence presented at the trial, and shall promptly report its findings at a regular or special meeting called for that purpose, provided the accused shall have been notified and given a reasonable opportunity to be present. Such report shall be in writing. Both the charge and the findings of the Investigating Committee, if any, shall be read at such meeting, and the accused shall be permitted a reasonable opportunity to argue his/her case before it is put to a vote of the membership, which vote may be taken at the same or subsequent meeting.

Section 9. (a) Upon the conclusion of a trial or consideration of the Investigating Committee's findings, a secret ballot shall be conducted among the members present at such or subsequent meeting. The question will come on "guilty or not guilty as charged". If more than one charge shall be made, the vote will be taken separately as to each charge.

(b) A two-thirds majority vote of those voting shall be necessary to convict.

(c) If the charges or any one of them be sustained, or if the accused pleads guilty, the vote shall then be taken as to the penalty, if any, unless the penalty is prescribed by either the International or Local Union Constitutions.

(d) A reprimand or a fine (not to exceed \$100.00) for the first offense may be imposed by a majority vote.

(e) A three-fourths majority vote of the members voting thereon is necessary to suspend or remove from office, to disqualify to run for office, or to suspend or expel from membership.

Section 10. All reasonable expenses incurred by the accused in defending himself shall be borne by the Union in the event of an acquittal, upon approval of a majority of the members present and voting thereon. Any member bringing charges against another which he fails to sustain may, by a two-thirds vote, be censured.

Section 11. Decisions of the Trial Board shall be appealable to the membership at the next regular meeting of the Local Union provided that there are at least seven (7) calendar days between the time the parties are notified of the trial Board's decision and the date of such meeting. If less than seven (7) days remain, the appeal (if any) shall be decided at the next following regular meeting. Appeals from the decision of the Local Union shall be filed with the International Executive Board within thirty (30) days of the date the accused is notified of the decision of the Local Union. Upon the filing of an appeal with the International Executive Board, the Local Union shall immediately forward a true copy of the complete trial record to the International Executive Board who, in turn, at the next regular meeting, shall rule on the appeal.

ARTICLE XI COLLECTIVE BARGAINING

This Local Union is the sole collective bargaining agency for all the workers in the plants coming under its jurisdiction, on the questions of wages, hours and working conditions. If we are to build our Local Union, we must insist that no individual member of this Local Union, at any time, bargain with any Employer on the question of wages, hours or working conditions. Any infringement of this right is detrimental to the welfare of the Local Union and shall be considered as conduct unbecoming a Union member against whom charges may be preferred at the option of the Executive Board.

ARTICLE XII REFERENDUM AND RECALL

Section 1. Officers. In the event of any officer neglecting his/her duties or not working in the interests of the Union, the Executive Board shall recommend to the membership that appropriate action be taken pursuant to the procedures set forth in Article X of these By-Laws.

ARTICLE XIII SHOP STEWARDS SYSTEM

Section 1. (a) Within sixty (60) days after new officers have been installed, there shall be an annual election of all stewards in the various departments by the members they represent.

(b) To insure that adequate notice of each steward election is given to all of the eligible members in the various departments, a written notice designating the day, the time, and the place of the election shall be posted in the department at least twenty-four (24) hours prior to the election. If for any reason the election should have to be canceled, another twenty-four (24) hour written notice shall be posted prior to the new date of the election.

(c) The election of the stewards shall be under the direction of the Plant Chairman, or as directed by the President. When a vacancy occurs, it shall be the duty of the Plant Chairman to hold an election to fill the vacancy as soon as possible. In the interim period, the Plant Chairman or the President may appoint a member to serve as steward until the election is completed. All elections for stewards shall be by secret ballot and at a place designated by the Plant Chairman of the plant involved. If, in the opinion of the President or the appropriate Plant Chairman, a layoff is indicated, an election may be postponed until a later date.

Section 2. (a) Where a Department is too large for one shop steward to handle efficiently, the Executive Board shall have the authority to divide the department into sections and have a shop steward elected from each section.

(b) Such departments may be grouped together to form a "Steward Group" in order to be represented by one (1) steward; designation of such groups must be approved by the Executive Board.

(c) Section 3. It shall be the duty of the shop stewards to collect all dues and fines levied on members in their departments or sections, unless otherwise specified.

Section 4. It shall be the duty of the shop steward to take up all grievances of the members in their department or section with the foreman, together with the aggrieved member or other appropriate witness.

Section 5. If a grievance cannot be settled in the department, it is the duty of the Shop Steward to turn the grievance immediately over to the Chairman of the Plant for further processing.

Section 6. The department or section shop stewards shall be vested with the authority to enforce the

Constitution and By-Laws of this Local Union within the department or section they represent.

Section 7. Each shop steward shall have the right to call department meetings under the direction of the President to discuss such situations as affect his/her department. Any decision reached by a majority vote at such meetings becomes binding on all members in the department. All decisions made at department meetings must be ratified by the Executive Board and the Local Union.

Section 8. Each shop steward shall be supplied with a copy of the contract and shall immediately report any violations of the contract to the Plant Chairman or President.

Section 9. Chairman of Plant Committee has the authority to call plant meetings of all their stewards, or to agree to call a joint meeting of all stewards by and with consent of the President and the Executive Board.

Section 10. The Chairman of the Local's Grievance Committee (Plant Chairman) shall be elected by the members at the regular election of officers.

Section 11. Stewards' meetings shall be held at least once a month at a time and place to be designated.

Section 12. Stewards who fail to attend three (3) consecutive meetings without excuse or who fail to fulfill their duties, may be dropped by the Executive Board.

ARTICLE XIV COMMITTEES

Section 1. The standing committees of the Local shall be Legislative, Education, Political Action, Safety and Publicity.

Section 2. All committees, except as otherwise provided, will be reviewed the January following an election of officers. At this time, the Executive Board will appoint committee members for the next three (3) year term, subject to approval by membership at the next membership meeting. The Recording Secretary will maintain a list of all committees. The Executive Board, upon recommendation of the President, shall select the chairmen of all committees.

Section 3. No committee shall consist of less than three (3) members.

Section 4. No members shall serve on more than two (2) standing committees at one time.

Section 5. Upon the opening of negotiations, the Executive Board shall meet to appoint various committees to assist the Executive Board in the event of a strike.

ARTICLE XV ALTERATIONS AND AMENDMENTS

Section 1. (a) The Constitution and By-Laws may be altered or amended by a majority of the members present and voting at a regular membership meeting. Notice of an intended alteration or amendment must be given in writing at a previous regular membership meeting. The Chair must determine the date on which the proposed changes will be presented for action by the membership. Notice of any proposed alteration or amendment to the Constitution should be posted in all plants, if permitted, and shall bear the date of presentation to the membership for action.

(b) All amendments, supplements, additions or deletions to this Local Union Constitution and By-Laws shall become effective only after receiving approval of the International Union.

(c) Any addition to this Local Union Constitution and By-Laws must be in the form of either a new section or subsection under the proper Article or a new Article. All requests for International approval must be submitted in duplicate with changes clearly indicated, and signed by the Local Union officer attesting to the date of Local Union approval and bearing the Local Union seal. Space should be provided for signature of approval by the International President.

Section 2. Notwithstanding anything to the contrary herein, this Constitution and By-Laws and approved amendments thereto shall be subject to and shall not in any way be construed to supersede any of the provisions of the International Constitution.

ARTICLE XVI RULES

Section 1. The rules contained in Robert's Rules of Order shall govern this organization in all cases except where they are inconsistent with the Constitution and By-Laws of this organization.

INDEX

PAGE

A

AALAS CERTIFICATION.....	93
AALAS Certification Exam Qualifications.....	96
Residency Requirements	
ALAT Residency Requirements.....	95
LAT Residency Requirements.....	95
Residency Requirements.....	95
AALAS CERTIFICATION	
AALAS Certification Exam Qualifications.....	96
ALAT Certification.....	96
ALAT Certification.....	96
LAT Certification.....	96
APPRENTICE SET-UP MECHANIC PROGRAM.....	99
APPRENTICE TRAINING PROGRAM	
ADMINISTRATION.....	113
APPRENTICE AGREEMENT.....	116
APPRENTICESHIP AGREEMENT.....	108
COMPENSATION.....	111
CRAFTS.....	105
DEFINITIONS.....	104
LAYOFF AND BUMPING PROCEDURE.....	114
MAINTENANCE APPRENTICE TRAINING WAGE RATES.....	111
PURPOSE.....	104
SELECTION OF APPRENTICES.....	105
TERM OF APPRENTICESHIP AND TRAINING.....	108
TRAINING PROGRAM.....	109

B

BULLETIN BOARDS.....	85
Space Provided For Union.....	85

C

COMPOSITORS.....	117
COMPREHENSIVE HEALTH INSURANCE PLAN.....	20
Adoption Assistance.....	23
Cancer Coverage.....	22

INDEX

PAGE

C

Coverage, Contributions and Administration.....	20
Retirement Coverage.....	21
Surviving Spouse and Dependent Coverage.....	21
CONSTITUTION AND BY-LAWS.....	136
ADMISSION AND MEMBERSHIP.....	137
ALTERATIONS AND AMENDMENTS.....	166
COLLECTIVE BARGAINING.....	163
COMMITTEES.....	165
DISCIPLINE, TRIALS AND PENALTIES.....	158
EXECUTIVE BOARD.....	153
EXPENDITURES.....	155
MEETINGS.....	139
NAME.....	136
NOMINATIONS AND ELECTIONS OF OFFICERS.....	141
OBJECT.....	136
OFFICERS AND THEIR DUTIES.....	146
DUTIES OF OFFICERS.....	146
Board Members-at-Large.....	153
Duties of Recording Secretary.....	148
Duties of the Financial Secretary.....	149
Duties of the Guide.....	152
Duties of the Plant Chairman.....	151
Duties of the President.....	146
Duties of the Sergeant-at-Arms.....	152
Duties of the Treasurer.....	150
Duties of the Trustees.....	152
Duties of the Vice-President.....	147
OFFICERS.....	146
REAL AND PERSONAL PROPERTY.....	157
REFERENDUM AND RECALL.....	163
RULES.....	167
SHOP STEWARDS SYSTEM.....	163
COST OF LIVING.....	48

INDEX

PAGE

D

DUES.....	45
Check-Off.....	45
Protection Of Company Against Claims By Employees.....	47
Transmittal Of Dues.....	46
Written Authorization For Check-Off.....	46

E

EMPLOYEE DENTAL INSURANCE PLAN.....	24
EMPLOYEE INVOLVEMENT.....	2
EMPLOYEE STOCK PURCHASE & SAVINGS PLAN.....	27

F

FUNCTIONS OF MANAGEMENT.....	86
------------------------------	----

G

GRIEVANCE PROCEDURE.....	41
arbitration.....	41
attend grievance hearings.....	41
First Step.....	41
Fourth Step.....	42
Second Step.....	41
Third Step.....	42
GROUP LIFE INSURANCE.....	2
Absence Because Of Labor Disputes.....	5
Benefits.....	3
Contributions.....	3
Disability Options.....	5
At Or After Age 60, And Before Age 65.....	5
Before Age 60.....	5
Eligibility.....	3
Leave Of Absence For Union Business.....	6
Living Benefit Option.....	6

INDEX

PAGE

G

Retirement Coverage.....	3
Early Retirement.....	4
Normal Retirement.....	3
Retirement After Normal Retirement Date.....	4

H

HEADINGS FOR REFERENCE ONLY.....	100
HOLIDAYS.....	29

I

INTER-PLANT TRANSFER OF EMPLOYEES.....	118
--	-----

J

JOB CLASSIFICATION SCHEDULE.....	120
----------------------------------	-----

L

LEAVES OF ABSENCE	13
With Pay.....	39
Annual Military Encampment Or Cruise.....	40
Court Appearance.....	39
Death In Family.....	40
In The Event Of Layoff.....	41
Jury Duty.....	39
Without Pay.....	39
Family and Medical Leave Act.....	39
Maternity And/Or Childcare Leave.....	38
Other Union Business.....	37
Personal Reasons.....	37
Return From Leave Of Absence.....	39
Union Convention Attendance.....	37
LONG-TERM DISABILITY.....	50

INDEX

PAGE

N

NONDISCRIMINATION.....	47
------------------------	----

P

PAID ABSENCES.....	87
Compensable Cases.....	90
Additional Eligibility Requirements.....	88
Benefits Not Accumulative.....	89
Changes In Financial Benefits.....	92
Company Reservations.....	92
Forfeiture Of Benefits.....	91
Illness Or Injury While At Work.....	92
Increased Benefits.....	91
Personal Time Off.....	92
Sick Pay And Overtime Pay.....	92
Non-Compensable Absences.....	87
Additional Eligibility Requirements.....	88
Absence Exceeding Three Days.....	88
Medical Examination After Absence.....	88
Reporting Of An Absence.....	88
Benefits Not Accumulative.....	89
Calculation Of Absences.....	90
Forfeiture Of Benefits.....	89
Part Time Absences.....	90
Schedule Of Benefits.....	87
Sick Pay And Overtime Pay.....	89

R

RECOGNITION.....	1
RELATIONS.....	52
Company's Rules And Regulations.....	53
No Coercion Of Employees Nor Interference With Production.....	52
No Discrimination For Union Activity.....	53
No Union Solicitation Of Supervisors.....	52

INDEX

PAGE

R

Union Orientation.....	53
Work Done By Excluded Personnel.....	52
RETIREMENT AND PENSION BENEFITS.....	6
Adjustment For Retirees.....	15
Contributions And Retirement Income.....	8
Contributions.....	13
Eligibility.....	7
Funding Medium.....	13
Leave Of Absence.....	13
Minimum Retirement Allowance.....	8
Miscellaneous.....	15
Pre-Retirement Spouse's Benefit.....	14
Retirement Date.....	10
early retirement.....	4
mentally or physically incapacitated.....	37
Normal Retirement.....	3
Retirement Income Options.....	11
Rights On Termination Of Employment.....	10
Unmarried Participant's Death Benefit.....	14
Wearaway Pension Enhancements.....	15
2001 Enhancement.....	16
2004 Enhancement.....	15

S

SAFETY AND HEALTH.....	84
Cooperation.....	84
Immunization.....	85
Medical Service.....	85
Notification.....	85
Protection Of Employees.....	85
SENIORITY.....	63
Definition Of Seniority.....	63
Accumulation Of Company Seniority While Out Of Bargaining Unit... 64	
Company Seniority.....	64

INDEX

PAGE

S

Seniority Of Union Representatives.....	64
Employee's Option.....	75
Job Posting.....	65
Job Selection.....	68
Job Acceptance.....	68
Job Interviews.....	68
Loss Of Seniority.....	77
Military Service.....	78
Notice Of Layoff.....	72
Non-Temporary Layoff Procedure.....	73
Temporary Layoff Procedure.....	72
Probationary Period.....	65
Promotion.....	66
Rehiring Procedure.....	75
Notice Of Recall.....	77
Notification Of Regular Job Classification.....	76
Rehiring In Order Of Company Seniority.....	76
Seniority Lists.....	78
Transfers.....	74
Transfer Of Regular Employees.....	74
Transfer To Lower Grade.....	74
SENIORITY IN LAYOFF AND TRANSFER.....	74
Layoff While Ill Or On Maternity/Childcare Leave.....	83
Temporary Transfer Due To Authorized Absence.....	84
SEPARATION BENEFIT ALLOWANCE PLAN.....	17
Effect Of Recall On Separation Benefit Allowance.....	18
For Employees Hired After March 1, 1958.....	17
For Employees Hired Prior to March 1, 1958.....	19
Net Separation Benefit Allowance.....	18
STRIKE.....	47
SUBCONTRACTING.....	47

T

TERM OF AGREEMENT.....	100
------------------------	-----

INDEX

PAGE

U

UNION REPRESENTATIVES.....	79
Grievances For Discharge Of Employment.....	80
Leaving Work Area.....	79
List Of Union Representatives.....	79
Number Of Union Representatives.....	79
Plant Committee.....	79
Third Step Meetings.....	80
Time Off For Handling Grievances.....	79
UNION SECURITY.....	45

V

VACATIONS.....	31
Computation Of Vacation Credits.....	36
Definition.....	31
Eligibility.....	32
Hospitalization Or Illness During Vacation.....	35
Rate Of Vacation Pay.....	33
Recall From Vacation.....	35
Time Of Vacation.....	34
Vacation Credit Upon Reemployment.....	37
Vacation Pay On Layoff Or Termination.....	33
Vacations Not Accumulative.....	36

W

WAGE ADJUSTMENT.....	48
WAGE PAYMENT PLAN.....	102
Biological/Laboratory Technician Wage Rate.....	102
WAGES.....	80
Classification Subject To Grievance.....	81
Labor Grade For New Or Changed Job.....	81
No Reduction In Rate.....	81
Permanent Transfer.....	82
Rate Retention.....	82

INDEX

PAGE

W

Temporary Transfers.....	82
Transfer Of Employees With Personalized Rates.....	83
Wage Schedules.....	80
WORK UNIFORMS.....	86
Allowance For Clothing Changes.....	86
Articles Furnished By Company.....	86
Safety Glasses.....	86
Safety Shoes.....	86
WORKING HOURS.....	54
16-Hour Rule.....	59
Definition Of Work Week.....	54
Lunch Periods.....	61
No Guarantee Of Hours.....	54
No Pyramiding Of Premium Or Overtime Rates.....	63
No Reduction In WorkWeek Because Of Overtime.....	58
Normal Work Week.....	54
Notice Of Overtime Work.....	57
Overtime Lunch Periods.....	61
Overtime.....	55
Allocation Procedures.....	55
Distribution Of Overtime Work.....	57
Layoff Overtime.....	59
New Hires Or Transfers.....	55
Premium Pay For Overtime.....	57
Single Day Vacation/Personal Day Overtime.....	58
Unscheduled Overtime.....	56
Vacation And Overtime Eligibility.....	56
Pay For Incomplete Day's Work.....	59
Pay For Scheduled Sixth And Seventh Days And Holidays.....	61
Pay For Unscheduled Emergency Work.....	60
Premium Pay For Sixth And Seventh Days.....	61
Premium Pay For Work Performed On Saturday.....	62
Premium Pay For Work Performed On Sunday.....	62
Regularly Scheduled WorkWeek Defined.....	62
Report-In-Pay.....	59

INDEX

PAGE

W

Rest Periods.....	60
Shift Premium.....	60

