

2313

**CONTRACT**

*in the*

2,000  
workers

**MOLD MAKING DEPARTMENT**

*between the*

**UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION,  
AFL-CIO, CLC**

**FLINT GLASS INDUSTRY CONFERENCE**

*and the*

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

**2005 - 2008**

*Concluded and Adopted at a  
Conference held in Toledo, Ohio  
August 15, 2005*

*Effective*

**SEPTEMBER 1, 2005**

*and to continue effective through  
AUGUST 31, 2008*



89 pages

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## **Dedication**

This contract is dedicated to the memory of Robert P. Martini, former Spokesman of the Glass Container Industrial Relations Council. Rob was a skilled negotiator and a friend to those on both sides of the table. He will be remembered by both labor and management for his contributions.

This contract is also dedicated to Mold Making Executive Board Members Michael J. Emmert, Fred E. Barefield, Wayne Stewart and Jim Amstutz, all of whom will be retiring during the term of this contract. We simply cannot thank these men enough for their dedication and countless hours, days, nights and weeks of work they have put in over the years on behalf of the entire Mold Making Department.

Also, we cannot express enough gratitude to Staff Representative Jack Gettys for his years of endless devotion in servicing the membership of this great Union, his craft and the industry in which he labored with dedication and distinction.

We recognize the many, many years of knowledge and loss of expertise that comes with the retirement of these men. We sincerely wish each and every one of them the years of abundant health and happiness that they so richly deserve.

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Letter dated July 28, 2005

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Re: Ross International, Defibrillators

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**LETTERS OF INDIVIDUAL MEMBER COMPANIES**

Re: Article 18 — (Pensions)

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Letter dated July 27, 1990

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Letter dated April 19, 1996

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Letter dated August 7, 1996

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AFGWU Representatives at Conference

Management Representatives at Conference

Member Companies, Plant Locations and Local Unions  
Under 2005–2008 USW Flint/Glass Industry Conference/  
GCIRC Contract

## **PREAMBLE**

This contract, entered into this 15th day of August, 2005, and effective September 1, 2005, by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, Flint Glass Industry Conference (hereinafter referred to as the 'Union'), and the Glass Container Industrial Relations Council (hereinafter referred to as the 'Council'), on behalf of the companies represented on its negotiation committee for those plants listed at the end of this contract (hereinafter referred to as the 'Manufacturers'), is hereby approved and accepted by the joint conference of the Union and Council at their conference concluded this date, and is a union shop contract through which the Manufacturers recognize the Union as the sole collective bargaining agent for all employees as set forth in Article 1 of this contract, in accordance with existing federal and state statutes.

## **ARTICLE 1**

### **UNION RECOGNITION**

The Manufacturers recognize the Union as the sole collective bargaining agent for all Mold Makers and Mold Making Apprentices, engaged in the making and repairing of molds and doing the kind of work described by Article 3, in all glass container manufacturing plants and mold shops of the Manufacturers as hereinafter set forth. Employees engaged in performing work as recognized by Article 3 in new glass container plants and mold shops not hereinafter listed shall upon proper recognition of the Union come under the terms of this contract.

## **ARTICLE 2**

### **UNION SHOP**

1. Employees who are members of the Union on the effective date hereof shall continue their membership in the Union for the duration of this contract; new employees shall on the thirty-first (31st) day following the effective date hereof, the date it is signed, or the date on which their employment begins, whichever is later, become and remain members of the Union for the duration of this contract. Nothing herein shall be construed as requiring the Union to admit any employee to membership who is ineligible for Union membership or to issue a Journeyman Mold Maker card to any employee who has not completed his apprenticeship. The provisions of this Article shall be administered in accordance with Section 8 (a) (3) of the National Labor Relations Act and other applicable federal and state laws.

2. In states where by law employees may not be required to become members of the Union as a condition of employment, then to the extent permitted by law, all such



employees who do not become members of the Union after thirty (30) calendar days, the effective date or the execution date of this contract, whichever is later, shall as a condition of employment, pay to the Union each month an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees who do not choose to become members of the Union, such payments shall commence thirty (30) calendar days following the effective date or the execution date of this contract, whichever is later. The Union agrees to indemnify each Manufacturer against claims made against it as a result of the application of this Article.

### **ARTICLE 3 DEFINITION OF MOLD MAKING**

1. The following work shall be classed as mold making and shall be under the jurisdiction of the USW Flint/Glass Industry Conference Mold Makers.

Planing, joining, pinning, venting, letter cutting, filing, scraping in the construction of new cast figured molds, turning and chipping of molds and keeping the same in repair, master forms for molds, blanks, and bottom plates, making neck rings, baffle plates and funnels.

2. The following work, listed below, which has been performed by the Mold Makers in a mold shop on August 31, 1959, shall be continued under the jurisdiction of the USW Flint/Glass Industry Conference Mold Makers. In shops where the work listed below is performed by other than USW Flint Glass Industry Conference Mold Makers, present jurisdiction shall be continued unless jurisdiction shall be obtained over such work by the following procedure:

(a) Decision of the internal jurisdictional disputes machinery of the AFL-CIO,

(b) Agreement with any other International Union whose members have been performing any such work, or

(c) Decision of the National Labor Relations Board.

Doweling, stenciling, the making or repair of plungers, thimbles, blow heads, valves, glazier cups, grab and takeout jaws, cooling tubes, mold patterns, templates, adapters, cages, gauges, guide rings, master forms for duplicating and tracing, cutting and forming tools, grinding and maintenance of tools, mold inspection, assembly of mold equipment, spraying or welding of colmonoy or any other metal alloy on mold equipment.

3. In existing shops new assignments of work listed in the above paragraph, which were not being performed by employees other than Mold Makers prior to August 31, 1959, shall be under the jurisdiction of the Mold Makers.

4. Existing written agreements entered into between an employer and a Local Union defining work not defined in this Article shall remain in effect for the duration of this contract, unless changed by mutual consent.

#### **ARTICLE 4 MANAGEMENT AND UNION RESPONSIBILITY**

1. The Union recognizes that the Manufacturers are responsible for the management and operation of their plants.

2. The right of the Manufacturer to hire and discharge employees is hereby acknowledged.

3. Any employee under the jurisdiction of this contract who desires to quit work with a Manufacturer shall give five (5) working days' prior notice to his employer and shall continue working in accordance with the factory schedule during said notice period.

4. If a Manufacturer desires to release an employee under the jurisdiction of this contract, he shall give such employee a similar five (5) days' prior notice and shall either permit such employee to work in accordance with the factory schedule during said notice period or pay such employee for five (5) days (not in excess of forty (40) hours) at the employee's base rate. This does not apply in cases of incompetency, intoxication, neglect of work or the violation of any acceptable factory rules.

5. Any employee who believes that he has been unjustly discharged may present his case as a grievance, or if any dispute arises under this Article, it may be referred to the grievance procedure.

## **ARTICLE 5 HOURS OF WORK**

1. Forty (40) hours shall constitute a regular week's work; eight (8) hours shall constitute a regular work day. All hours over eight (8) hours in any one (1) day and all hours worked outside of the regularly scheduled hours per day will be considered as premium time hours and paid at the rate of time and one-half. Present shifts shall be continued for the duration of this contract. Each Manufacturer shall have the right to work two (2) shifts. If conditions of work require it, an additional shift may be scheduled on mold repair work.

2. The regular workweek for new mold work shall be Monday through Friday. Double time shall be paid for all new mold work performed from 12:00 noon Saturday until 6:00 a.m. Monday.

3. Time and one-half will be paid for all mold repair work performed from 12:00 noon Saturday until 6:00 a.m. Monday.

4. The week's starting time in the Mold Making Department shall not be earlier than 6:00 a.m. Monday. No Mold Maker or Apprentice shall work more than four (4) hours in excess of his established hours of work per day in any one (1) day nor more than ten (10) hours in any one (1) week. If circumstances warrant to work in excess of the four (4) hours of overtime in any (1) day or ten (10) hours in any one (1) week, these overtime hours shall be paid at the rate of double time.

5. It shall be optional with the employee to work overtime; however, no local union official or group of members shall deprive any Mold Maker from working Saturday, Sunday, and overtime.

6. Premium time rates now being paid in excess of the above in any shop will continue in effect in that shop during the life of this contract.

7. Should an employee be injured while performing the duties required for his job and sent home at the direction of the Doctor, Nurse, or other authorized Company representative, he shall receive payment for a full day's wage at his base hourly rate. For such injuries, an employee will also be paid for time lost from his regularly scheduled shift on which he is working as a result of receiving required medical attention as directed by Management.

8. Each Manufacturer shall make a reasonable attempt to divide overtime equally among those employees qualified to perform the work over periods of six (6) month intervals. The foregoing applies where no specific agreement or practice exists providing for an equal division of overtime.

9. A Manufacturer shall make a reasonable attempt to give the Local Union a shutdown notice five (5) days in advance of the holiday shutdown period.

## **ARTICLE 6**

### **SENIORITY-TRANSFER RIGHTS**

1. When a temporary slackness of work occurs due to a temporary reduction in orders, furnace repairs, etc., the employee shall not be laid off, but the work shall be equally divided among the employees competent to perform it. Temporary shall be defined as not more than sixty (60) calendar days unless extended by mutual agreement. In the event of a temporary slackness of work, senior employees wishing to volunteer for layoff may do so provided there are enough Journeyman Mold Makers remaining who are qualified to do the work. This shall not apply when it becomes necessary to make a permanent reduction in the working force. In this latter situation, the reduction shall be according to shop seniority with employees having the least shop seniority being the first laid off, provided that the remaining employees are qualified to do the work in the shop.

2. Employees shall be recalled to work in the reverse order of their layoff, provided that they are qualified to do the work. Recall rights shall terminate after five (5) years of continuous layoff, provided the employee has that much seniority. Recall rights of employees with less than five (5) years of seniority shall terminate when the length of their continuous layoff equals their seniority.

3. An employee with one (1) year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within thirty (30) days after the date of his termination, make application to the personnel department of the plant where he was formerly employed specifying the other plants under the jurisdiction of this contract at which he wishes to be considered for employment.

Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one

(1) year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the personnel department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his termination, and for a third year, fourth year, or fifth year, if applicable, by giving similar notice within ninety (90) days prior to the end of the second year, third year, or fourth year, respectively, following his termination.

If he is employed at another plant of the same Manufacturer within such time, he shall retain his continuous service benefits accumulated with the Manufacturer.

Each Manufacturer shall determine whether an employee meets its hiring standards and is qualified for employment, without discrimination because of age, Union affiliation or prior Union activity.

4. Upon request of the Chairman of the USW Flint/Glass Industry Conference, employees under the jurisdiction of this contract shall be granted a leave of absence to serve the USW Flint/Glass Industry Conference for a period of up to one (1) year and renewable yearly thereafter at the request of the Chairman of the USW Flint/Glass Industry Conference for a total of five (5) years. No more than one (1) employee may be so chosen by the Union from each plant covered by this contract. Upon termination of such Union duties he may return to work covered by this contract, taking his position on the seniority list indicated by his years of service including time spent on such duties for which leave was granted.

5. Effective September 1, 1990, any employee under the jurisdiction of this contract transferred to a supervisory position not under this contract may be returned to a job under this contract without loss of seniority already earned in accordance with the following:

(a) If returned within one (1) year, he will take his position on the shop seniority list indicated by his years of service, excluding time spent in the supervisory position.

(b) If returned after one (1) year, he will initially be placed at the bottom of the shop seniority list. Upon such a return, he will not be permitted to displace a bargaining unit employee. After one (1) year, he will be permitted to use his total hourly shop seniority.

6. Job openings on shifts shall be filled on the basis of shop seniority provided that the employee is qualified to do the work and there is a qualified replacement for him on his present shift. This provision shall not supersede local agreements.

7. Each Manufacturer has established or will establish a policy for a pregnancy leave of absence for a pregnant employee. Such policy will not be in conflict with this contract nor applicable federal laws.

## **ARTICLE 7 REPORTING AND CALL-IN PAY**

1. Any employee under the jurisdiction of this contract holding a regular position, reporting for work at his usual time, will be guaranteed at least four (4) hours' work or four (4) hours' pay at his regular rate unless he has been instructed not to report.

2. This policy will not apply during emergencies or circumstances such as floods, fires, tornadoes and other disasters beyond company control.

3. An employee who is called into work other than during his scheduled time will be paid four (4) hours' pay at the regular rate or actual hours worked at the applicable premium

time rate, whichever is greater. This policy shall apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift, unless he was so requested on the preceding day to report early for his next shift.

## **ARTICLE 8 DUTY OF EMPLOYEES**

Any employee under the jurisdiction of this contract who cannot report for work at the regular starting time must, if possible, inform his foreman or another representative designated by the Manufacturer, as early as possible, of his reason for being off duty.

## **ARTICLE 9 EMPLOYMENT**

In the event the Manufacturer is unable to secure competent Journeyman Mold Makers, the Manufacturer shall request the shop committee to supply Journeyman Mold Makers, and if competent Journeyman Mold Makers are not furnished within thirty (30) days after the committee has been notified, then the Manufacturer shall have the privilege to draw labor from any source, and at least the minimum rate shall be paid to anyone hired and placed on a mold making job. Application for work shall be made to the employment department of the Manufacturer.

## **ARTICLE 10 HOURLY MINIMUM RATE**

1. Effective September 1, 2005, all Journeyman Mold Makers shall receive a general increase of forty-five cents (\$.45) per hour, plus a skill adjustment of fifty cents (\$.50) per hour. The minimum hourly rate, including any one-time adjustment, shall be not less than twenty-one dollars and seventy-one cents (\$21.71).



Effective September 1, 2006, all Journeyman Mold Makers shall receive a general increase of forty cents (\$.40) per hour. The minimum hourly rate shall be not less than twenty-two dollars and eleven cents (\$22.11).

Effective September 1, 2007, all Journeyman Mold Makers shall receive a general increase of forty cents (\$.40) per hour. The minimum hourly rate shall be not less than twenty-two dollars and fifty-one cents (\$22.51).

2. Effective September 1, 2005, all Apprentice Mold Makers shall receive a general increase of forty-five cents (\$.45) per hour. The minimum hourly rate shall be not less than:

1st year.....	\$17.655
2nd year.....	\$17.845
3rd year.....	\$18.18
4th year.....	\$18.445

Effective September 1, 2006, all Apprentice Mold Makers shall receive a general increase of forty cents (\$.40) per hour. The minimum hourly rate shall be not less than:

1st year.....	\$18.055
2nd year.....	\$18.245
3rd year.....	\$18.58
4th year.....	\$18.845

Effective September 1, 2007, all Apprentice Mold Makers shall receive a general increase of forty cents (\$.40) per hour. The minimum hourly rate shall be not less than:

1st year.....	\$18.455
2nd year.....	\$18.645
3rd year.....	\$18.98
4th year.....	\$19.245

For Apprentice Mold Makers beginning their apprenticeships on or after September 1, 2002, their rates will be reduced by two dollars (\$2.00) per hour in the first

year of apprenticeship, and one dollar (\$1.00) per hour in the second year of apprenticeship. In the third year of apprenticeship the above rates will apply in their entirety. Apprentice Mold Makers beginning their apprenticeships before September 1, 2002, shall continue to be paid pursuant to the schedules set forth in the 2005-2008 GCIRC Contract including the yearly general increases.

3. The increases in the above new rates, calculated to the nearest one-half (1/2) cent, will be reflected in incentive and bonus plans.

4. In the case of Mold Makers physically unable to perform an average day's work, the rate shall be set by the Local Union, the Manufacturer, and the individual employee involved.

5. During the term of this contract, annual cost-of-living increases will be made on April 1, 2006, and on April 1, 2007, in accordance with the provisions of this section.

Cost-of-living increases, if any, will be added by using the Consumer's Price Index (1967=100), Urban Wage Earners and Clerical Workers (revised CPI-W). After the percentage limitations for increases set forth below have been met, the amount of any cost-of-living increase will be a one cent (\$.01) per hour increase for each .5 of a point rise in the Consumer's Price Index by using the dates as set forth in this section.

(a) For the cost-of-living increase on April 1, 2006, the base for the twelve (12) month period (March, 2005, through February, 2006) will be the index for February 2005, as reported in March 2005. There will be no increase on April 1, 2006, unless there has been a six (6) percent rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six (6) percent.

(b) For the cost-of-living increase on April 1, 2007, the base for the second twelve (12) month period (March, 2006, through February 2007) will be the index for February, 2006, as reported in March, 2006. There will be no increase on April 1, 2007, unless there has been a six (6) percent rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six (6) percent.

Any cost-of-living increase required under this section will be paid on the standard hourly base rate required by this contract and will be paid for all purposes.

## **ARTICLE 11 METHOD OF PAYMENT**

1. All employees under the jurisdiction of this contract shall receive their earnings in full every week, and not more than one (1) week's earnings shall remain unpaid when this payment is made.

2. Pay shortages shall be corrected promptly after notice from the employee affected.

## **ARTICLE 12 APPRENTICES**

1. Each mold shop employing two (2) or more Union Journeymen Mold Makers, as recognized by the UWA Flint/Glass Industry Conference, shall be entitled to one (1) Apprentice, but those who employ more than two (2) Journeymen Mold Makers shall not have Apprentices to exceed the ratio of twenty-five (25) percent of the number of Journeymen employed. It is understood that this Article shall not require the discharge of any present Apprentices.

If a Manufacturer is maintaining his full quota or more of Apprentices, and a vacancy occurs among the regular

Journeyman due to quit, retirement or death, and a competent Journeyman Mold Maker is not available for hire after application of Article 9, the Manufacturer may indenture another apprentice. In such instances the senior Apprentice having three (3) or more years of his apprenticeship completed shall advance to the journeyman rate, but he must complete his four (4) years to be classed as a Journeyman.

2. Apprentices must be eighteen (18) and not have reached their twenty-seventh (27th) birth date at the time of beginning their apprenticeship, or as required by applicable law, and be indentured to a Manufacturer for a period of not less than, or over, four (4) years, the agreement to be reported to the Union.

3. Veterans returning to their previous place of employment who have two (2) years of military service shall be eligible up to their thirtieth (30th) birthday, or as required by applicable law.

4. If a Manufacturer discharges an Apprentice without justifiable cause, he shall not put on another in his place until such discharge is found to be justified by the Manufacturer and the shop committee.

5. Apprentice hours and overtime shall be the same as Journeymen.

6. Regularly indentured Apprentices in the Mold Making Department who, prior to the effective date of this contract, have enlisted or who have been inducted into and have served at least one (1) year in the armed services of the Government and who are honorably discharged and return to their former employment in the mold shop within a period of ninety (90) days following their honorable discharge, shall be admitted to membership in the USW Flint/Glass Industry Conference on completion of three (3) years of their regular term of apprenticeship, and shall then be paid not less than the minimum hourly wage rate of the Mold Making Department.

These returning veteran Apprentices shall not be counted against the quota of Apprentices that the shop is allowed under this Article.

7. The Manufacturers recognize that better utilization of the working force can be attained if Apprentice Mold Makers are properly trained and agree to establish a bona fide program for Apprentices after discussion with a Union committee of not more than three (3) members, which program will, consistent with the needs and facilities of the Manufacturer involved, provide such training. A Manufacturer that did not register an apprentice program with either the Bureau of Apprenticeship, United States Department of Labor, or a recognized state apprenticeship agency during the term of the prior contract will apply for registration prior to November 1, 2003. If a new apprenticeship program is established by a Manufacturer during the term of this contract, the Manufacturer will within a reasonable period of time thereafter apply for similar registration. The Union will cooperate with the Manufacturer in carrying out any such program.

8. An Apprentice shall be given up to a total of six (6) months (one hundred and eighty (180) calendar days) training credit toward his apprenticeship with his employer for time spent on layoff or leave of absence.

9. Apprentices will be paid their regular base rate per hour for time lost from work for each regular workday for attending school under the Manufacturer's apprentice training program. After the satisfactory completion of each course taken by an Apprentice in connection with a Manufacturer's apprentice training program, the Manufacturer will reimburse the Apprentice for required expenses of books and tuition in connection with each such course. Each Manufacturer will continue its present practices with respect to paying normal expenses for material incurred by Apprentices in connection with its apprentice training program. If a Manufacturer does not have any such practices, it will establish a reasonable policy for the same.

## ARTICLE 13 VACATIONS

1. Effective on anniversary dates falling on or after September 1, 1983, each employee under the jurisdiction of this contract who has been in the employ of a Manufacturer for one (1) year or more and who has worked twelve hundred (1200) hours or more during the year, shall be entitled to a vacation with pay based on the general schedule of:

one (1) week (with forty-eight (48) hours' pay) of vacation after one (1) year or more of continuous service;

two (2) weeks (with eighty-eight (88) hours' pay) of vacation after two (2) years or more of continuous service;

two (2) weeks (with ninety-six (96) hours' pay) of vacation after five (5) years or more of continuous service;

three (3) weeks (with one hundred and twenty (120) hours' pay) of vacation after eight (8) years or more of continuous service;

three (3) weeks (with one hundred and forty (140) hours' pay) of vacation after twelve (12) years or more of continuous service.

three (3) weeks (with one hundred and fifty-six (156) hours' pay) of vacation after fifteen (15) years or more of continuous service;

four (4) weeks (with one hundred and ninety-six (196) hours' pay) of vacation after eighteen (18) years or more of continuous service;

four (4) or five (5) weeks (with two hundred and twenty-eight (228) hours' pay) of vacation after twenty-five (25) years or more of continuous service;

five (5) weeks (with two hundred and forty-four (244) hours' pay) of vacation after thirty (30) years or more of continuous service;

times his base hourly wage rate.

It shall be any Manufacturer's prerogative to divide the three (3), four (4), or five (5) week vacation period if he thinks it is necessary for the continuity of plant operation. Any plan that is now in effect that is in excess of the above shall not be reduced thereby. Upon obtaining thirty (30) years of continuous service, the employee will receive an additional eight (8) hours' pay for each five (5) years of continuous service thereafter.

2. Effective on anniversary dates falling on or after September 1, 1983, each employee who is on a Manufacturer's payroll at the end of a qualifying year and who has worked more than four hundred (400) hours but less than twelve hundred (1,200) hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

(a) two (2) percent of his total hours worked during such qualifying year times his base hourly wage rate if he has less than two (2) years of continuous service;

(b) four (4) percent of his total hours worked during such qualifying year times his base hourly wage rate after two (2) or more years of continuous service;

(c) five (5) percent of his total hours worked during such qualifying year times his base hourly wage rate after five (5) or more years of continuous service;

(d) six (6) percent of his total hours worked during such qualifying year times his base hourly wage rate after eight (8) or more years of continuous service;

(e) eight (8) percent of his total hours worked during such qualifying year times his base hourly wage rate after fifteen (15) or more years of continuous service;

(f) nine (9) percent of his total hours worked during such qualifying year times his base hourly wage rate after eighteen (18) or more years of continuous service;

(g) eleven (11) percent of his total hours worked during such qualifying year times his base hourly wage rate after twenty-five (25) or more years of continuous service;

(h) twelve (12) percent of his total hours worked during such qualifying year times his base hourly wage rate after thirty (30) or more years of continuous service.

3. Vacation with pay shall be figured on the basis of the employee's anniversary date of employment. Management shall continue to schedule vacations and to pay for vacations as in the past. However, an employee shall have the right to receive his vacation pay for the period when he takes his vacation. If a vacation is taken and paid at a time when such vacation will extend into a new base rate, the employee will receive the new base rate for that portion of vacation time that falls within the new base rate.

4. No employee will be required to work more than twelve hundred (1,200) hours during any qualifying year in order to be entitled to vacation with pay. Any employee who has worked twelve hundred (1,200) hours during any qualifying year and is on the Manufacturer's payroll at the end of any qualifying year will be entitled to a vacation with pay.

5. Hours lost due to compensable industrial accident, or in attendance as an official delegate to the convention of the Union or as an official conferee at the joint negotiation conference between the Union and the Manufacturers will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualification.

6. If an employee's service is terminated for any reason he or his personal representative shall be paid vacation pay earned at the time of termination the amount of vacation pay earned but unpaid including vacation pay earned during his current qualifying year.

7. All other provisions, conditions and rules of eligibility governing vacations with pay shall, as in the past, be



determined by each Manufacturer. All rules and regulations that deal with vacations with pay shall be submitted to the Chairman of the USW Flint/Glass Industry Conference.

8. All hours taken off work as vacation hours shall be included in future vacation hour qualifications.

9. All vacation hours taken will count, limited to eight (8) hours per day, as hours worked in the calculation of overtime.

## **ARTICLE 14 HOLIDAYS**

1. The following days shall be recognized as holidays for a twenty-four (24) hour period, with the first shift starting not earlier than 6:00 a.m. the day of the holiday: New Year's Day, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24, Christmas Day, December 26, December 27, December 28, December 30, and December 31. (In the repair shops, there will be a thirty-two (32) hour holiday period for the following holidays: New Year's Day, Decoration Day, Independence Day, Labor Day, and Thanksgiving Day. Such thirty-two (32) hour holiday period will commence at the beginning of the second night shift preceding the holiday. When there are consecutive holidays or when the shop has not been in operation on the preceding day, there will be a twenty-four (24) hour holiday period.)

2. Whenever any of the above holidays fall on Sunday, the following day, Monday, shall be recognized as the legal holiday, except that December 24, Christmas Day, December 26, December 27, December 28, December 30, December 31 and New Year's Day will be observed on the day on which they occur.

3. If Mold Makers are required to work on any of the above named holidays on account of a rush of business, they shall be paid double time for such work and in addition

holiday pay as provided herein. Work on holidays shall be voluntary with the employee. Double time shall be paid for work performed on Easter Sunday.

4. All full-time employees who have been on the Manufacturer's payroll continuously for thirty (30) days shall be paid for one (1) regular shift at their base rate of pay for each of the above-named holidays. The Manufacturers agree that there will be no production on Labor Day, Christmas and one (1) other holiday listed in this Article, such other holiday to be designated by the local plant management. Above subject to the following conditions:

(a) That such employee must work, or be available for work, on his regularly scheduled working day next preceding and next following the holiday period unless excused by his supervisor, which will not be unreasonably withheld, or unless absent on such regularly scheduled working day due to an industrial accident within the plant. If he is absent without excuse on one (1) of the qualifying days, he shall lose one (1) day of holiday pay. If he is absent without excuse on both of the qualifying days, he shall lose two (2) days of holiday pay.

(b) No payment will be made for holidays not worked to employees on compensated sick leave, leave of absence for any reason, or furlough or layoff, except employees who are laid off not more than thirty (30) days prior to a holiday and who meet the requirements set forth in subsection 4 (a) hereof. Employees laid off not more than thirty (30) days prior to Christmas will also be entitled to holiday pay for New Year's Day, provided they meet the requirements set forth in sub-section 4 (a) hereof.

(c) Any employee absent because of an occupational injury or occupational illness who reports back to work when able to do so shall receive holiday pay for any holidays which occurred during the first twelve (12) months of such absence.

5. Holiday hours paid for whether worked or not shall count, limited to eight (8) hours, as hours worked in the calculation of weekly overtime when the holiday falls on an employee's regularly scheduled working day.

An employee who works on a scheduled holiday shall receive holiday pay in addition to double time.

## **ARTICLE 15 SHIFT DIFFERENTIALS**

1. There shall be paid twenty-six cents (\$.26) per hour extra for all work performed on the night shift. The night shift shall be any hours worked outside of the regular day shift.

2. Shift differentials shall be considered payments additional to all other hourly compensation and will not be considered in the computation of other premium time, vacation, holiday (unless worked), bonus or other similar payments, except as required by law.

3. Shift differentials shall be paid for "Reporting for Work" time and "Call-In" time when the time for which payment is made would have called for a shift differential if worked.

## **ARTICLE 16 INSURANCE PROGRAM ACTIVE EMPLOYEES**

1. Effective September 1, 2005, each Manufacturer shall provide a comprehensive group life, accident, medical, dental, and health insurance program covering its employees represented by the Union at its plants under this contract. Each Manufacturer shall be responsible for the administration of its program.

2. The Program under the 2002–2005 contract, as extended, shall remain in effect in its entirety through August 31, 2005. Insurance benefits and other revisions changed as a result of this Article shall be effective September 1, 2005, unless otherwise indicated. Such benefits shall become effective only for new claims which arise on or after the effective date. Claims for benefits that arise prior to the effective date shall be payable under the provisions of a Manufacturer's program as it existed prior to the effective date.

3. Each such program shall be integrated with any program required by any federal or state law involving non-occupational sickness and accident benefits, hospital-medical, dental benefits, and any other benefits covered by this Article.

4. The medical and dental benefits of each such program are coordinated according to standard insurance procedures with benefits from other group plans and governmental health plans under which an insured member may also be covered. An employee who waives comprehensive medical benefits and dental benefits coverage for him/herself or his/her spouse shall be paid seven hundred and fifty dollars (\$750.00) per year. In order to receive this payment, proof of coverage under another employer's plan will be required. Coverage under the Program may be reinstated upon loss of coverage under the other employer's plan or during the annual enrollment period.

5. To assure the greatest benefit for the money expended, it is mutual responsibility of each Manufacturer and the Union to police all insurance usage.

6. The following standard provisions are included in each such program:

(a) Full-time hourly employees, under this contract become eligible for coverage under the program upon

completion of thirty (30) calendar days from their date of employment (except dental), subject to the provisions of state disability benefit laws as they apply to disability benefits.

**(b) Definition of dependents.**

The term "dependents" includes the employee's spouse and unmarried children from birth to the twenty-first (21st) birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the children are under legal guardianship of the employee and residing in the employee's household. Dependent children also includes:

(i) Unmarried children twenty-one (21) years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their twenty-fifth (25th) birthday.

(ii) An unmarried child mentally or physically incapable of earning his own living, and who otherwise ceases to be eligible for medical and dental expense benefits due to the attainment of the limiting age may continue to be eligible for benefits coverage under the program for the duration of the incapacity, provided the insurance does not terminate for any other reason. Proof of incapacity must be furnished to the insurance company within thirty-one (31) days after the child attains the limiting age.

(iii) A newborn child who, from date of birth, incurs charges for routine nursery care or special hospital services rendered because of disease, injury, congenital abnormality or hereditary complications, is eligible for coverage from birth under the program of medical expenses.

(c) If husband and wife are both eligible to enroll for employee benefits, only one (1) may enroll for coverage of dependent children. Any person eligible for insurance as an

employee cannot be covered as a dependent. An eligible dependent may be covered within thirty-one (31) days of eligibility; after thirty-one (31) days the eligible dependent may be enrolled upon furnishing evidence of good health. Upon renewal of this contract, there will be a thirty (30) day period of open enrollment for all dependents.

(d) Continuance of coverage during a period of absence from work due to accident or sickness.

(i) Non-occupational accident or sickness.

If an employee is absent from work because of non-occupational temporary disability, his life, accidental death and dismemberment, sickness and accident, medical and dental coverages will be continued up to six (6) months from the end of the month in which the disability occurs without contribution. Dependent coverages will also be continued for the same period without contributions.

Life and accidental death and dismemberment coverages will be continued for the balance of the temporary disability period.

Such an employee may have his medical and dental coverages continued at his expense on a monthly basis for a period not to exceed an additional ~~six (6)~~ months upon the monthly payment of an amount equal to the Manufacturer's full cost for such coverages.

(ii) Occupational accident or sickness.

If an employee is absent from work because of occupational temporary disability, all his coverages under the program will be continued for the period of temporary disability without contribution by the employee.

Dependent coverages will also be continued for the period of temporary disability without contributions.

(iii) Continuation of coverage during layoff.

If an employee is laid off, all his coverage will be continued up to six (6) months following the end of the month in which the layoff occurs without contribution. Dependent coverages will also be continued for the same period without contributions. If, at the end of the six (6) month period, the layoff continues, the life and accidental death and dismemberment coverages will be continued for an additional six (6) months of the layoff without contribution. Employees returning from layoff shall be reinstated immediately.

Such an employee may have his medical and dental coverages continued at his expense on a monthly basis for a period not to exceed an additional six (6) months upon the monthly payment of an amount equal to the Manufacturer's full cost for such coverages.

(iv) Any extension of coverage under the immediately preceding paragraphs (i), (ii) and (iii) will cease immediately if the employee dies, retires, becomes permanently disabled, goes to work for another employer or becomes self-employed.

(e) Termination of employment.

If employment is terminated all coverages under the plan cease thirty (30) days after termination occurs, except as required by law.

Effective September 1, 1987, an employee whose employment is terminated as a result of a permanent plant or mold shop closing on or after September 1, 1987, will have his coverage continued for six (6) months from the date of such closing without contribution. Dependent coverages will also be continued for the same period without contribution. An employee who is on layoff at the date of

such closing will have his insurance continued for the remainder of the six (6) month period under Section 6 (d) (iii).

(f) Conversion privilege.

Upon termination of coverages the option of converting the life, medical and dental coverages to individual policies may be exercised by the individual according to the provisions of the individual policies made available by the insurance carrier.

(g) This Article will be administered in accordance with the Tax Equity and Fiscal Responsibility Act of 1982, as amended, and other applicable laws as to medical and related programs as to working employees age 65 or over and eligible dependent spouses age 65 or over. Payments for Part B of Medicare for such a working employee and such an eligible dependent spouse are borne by the Manufacturer only when the primary coverage is provided by Medicare, and such payments will not exceed those payments made by the Manufacturer under the Manufacturer's program.

7. Each such program, subject to its provisions, will include the features outlined below:

(a) Life and accidental death and dismemberment benefits.

(i) Class	Amount
(A) First and second year apprentices	\$26,000.00
(B) Third and fourth year apprentices	\$27,000.00
(C) Journeymen	\$28,000.00



(ii) Includes \$7,000.00, \$8,000.00, or \$9,000.00 cash permanent and total disability benefit, in lieu of death benefit, up to age sixty-five (65) for classes (A), (B), and (C), respectively. The remainder of the life insurance will be a premium waiver benefit and will be paid to the beneficiary at death.

(iii) For disabilities incurred after September 1, 2002, should there be a dispute regarding the employee's P.T.D. status between the employee's attending physician and the examining physician representing the insurance company, then a physician mutually agreed upon between the Union and the Manufacturer will examine the claimant, and this physician's decision regarding P.T.D. shall be binding on both parties. However, if the employee has applied for and is later approved for Social Security disability, the Manufacturer will qualify the employee for P.T.D. In this case the retirement disability benefit (Article 18, Section 7) will be effective on the date the Social Security disability is determined to have commenced, but no earlier than the last date the employee received weekly disability benefits. In the event the disability is the result of an occupational injury or illness, the retirement disability benefit would be effective on the date the Social Security disability is determined to commence but no earlier than the last date the employee received temporary total disability benefits under any workers' compensation statute.

(b) Non-occupational sickness and accident benefits.

(i) Class	Amount	
	Eff. 9-1-05	Eff. 9-1-06
(A) First and second year apprentices	\$270.00	\$280.00
(B) Third and fourth year apprentices	\$280.00	\$290.00
(C) Journeymen	\$290.00	\$300.00

(ii) First (1st) day accident; fourth (4th) day sickness; twenty-six (26) weeks' payment maximum. Payments for sickness will be retroactive to first (1st) day if hospitalized within the first twenty-eight (28) days of disability. Integrated with any federal or state law sickness and accident benefit requirements.

(c) Occupational sickness and accident benefits.

(i) Class	Amount	
	Eff. 9-1-05	Eff. 9-1-06
(A) First and second year apprentices	\$270.00	\$280.00
(B) Third and fourth year apprentices	\$280.00	\$290.00
(C) Journeymen	\$290.00	\$300.00

(ii) The occupational disability supplemental benefit will be an amount, if necessary, so that when added to the workers' compensation benefits the payments will produce an amount equal to the non-occupational benefits of two hundred seventy dollars (\$270.00) (\$280.00 eff. 9-1-06), two hundred and eighty dollars (\$280.00) (\$290.00 eff. 9-1-06), and two hundred and ninety dollars (\$290.00) (\$300.00 eff. 9-1-06), according to class; twenty-six (26) weeks' payment limit.

### **Comprehensive Medical Benefits**

1. Lifetime maximum per covered member is one million dollars (\$1,000,000.00) for medically necessary comprehensive medical benefits.

2. Calendar year deductible per covered member is one hundred dollars (\$100.00) (in network), and two hundred dollars (\$200.00) (out of network). The maximum calendar year deductible per covered family is three hundred dollars (\$300.00) (in network), and four hundred fifty dollars (\$450.00) (out of network). Expenses accumulated under the deductibles in or out of network will apply to both deductibles.

3. Managed care benefits. Managed Care involves a network of arrangements with suppliers of medical services and/or supplies. Employees and eligible dependents will be enrolled in Managed Care programs where available as soon as possible after September 1, 1993. Participation by employees and eligible dependents in such a program will be voluntary.

In locations where a Manufacturer has no network, benefits under the program will be paid on the same basis as in network benefits.

4. Co-payment is ninety percent/ten percent (90%/10%) in network (or seventy percent/thirty percent (70%/30%) out of network) for all covered reasonable and customary comprehensive medical benefit expenses, except where otherwise indicated.

In network, there is a co-payment stop-loss limit of one thousand dollars (\$1,000.00) per covered member per calendar year and three thousand dollars (\$3,000.00) per covered family per calendar year. Out of network, there is a co-payment stop-loss limit of two thousand dollars (\$2,000.00) per covered member per calendar year and four thousand dollars (\$4,000.00) per covered family per calendar year. Expenses accumulated under the co-payment stop-loss limit in or out of network will apply to both limits. Only the following out-of-pocket expenses count towards the

individual stop-loss limit or, as applicable, the family stop-loss limit:

the then applicable calendar year deductible;

all reasonable and customary comprehensive medical benefit ten percent (10%) in network (or thirty percent (30%) out of network) co-payments, except co-payment penalties.

5. After receipt of ten thousand dollars (\$10,000.00) of benefits or more, individual can have full maximum benefit of one million dollars (\$1,000,000.00) restored if he can prove he has returned to good health.

6. There is an automatic restoration of five thousand dollars (\$5,000.00) toward maximum benefit one million dollars (\$1,000,000.00).

7. There is extended coverage when disabled and coverage canceled, up to eighteen (18) months following cancellation date if disability continues that long.

8. Covered expenses for comprehensive medical benefits subject to ninety percent (90%)/ten percent (10%) in network (or seventy percent (70%)/thirty percent (30%) out of network) co-payment, except where otherwise indicated, and the then applicable calendar year deductible are as follows:

(a) Daily hospital expenses. Coverage is at the applicable semi-private charge. Private room limit is hospital's average semi-private charge. Private room will be paid if medically necessary.

(b) Miscellaneous hospital benefits. There is coverage for other necessary incidental hospital charges. Use of hospital emergency room for non-emergency treatment will be covered at seventy percent (70%) of reasonable and customary fees.

(c) **Surgical benefits.** There is coverage for surgeon's and necessary assistant surgeon's standard reasonable and customary fees for necessary surgical procedures performed on employees and their covered dependents. This also includes preoperative and post-operative care by surgeon. Vasectomies and tubal ligations included.

**Second opinion-surgical consultation benefits.** The program will pay one hundred percent (100%) of the reasonable and customary charges of a consulting physician for a covered surgical consultation, and the reasonable and customary charges for laboratory or x-ray diagnostic tests made in connection with the consultation. A "consulting physician" must be certified by the American Board of Surgery or other specialty board and must not be in practice with the patient's referring physician. Consultations provided before and after the employee or eligible dependent enters the hospital for the proposed surgery are covered under this benefit.

Benefits are not payable for consultations provided in connection with normal obstetrical procedure, any procedure for which a surgical expense benefit would not be payable under the program and the proposed procedure must require more than local infiltration anesthesia and be non-emergency in nature.

A second opinion is required for certain procedures to receive the maximum surgical, hospital, etc. benefits. Such expenses will be covered at seventy percent (70%) if a second opinion is not obtained for such procedures. Other second opinions are voluntary. When a second opinion is obtained voluntarily and without requirement by the administrator, the expense of such a second opinion will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network.

The required second opinion will be arranged upon the precertification by the employee or eligible dependent with

the designated program administrator. A third opinion will be covered on the same basis as the second opinion in those situations where the second opinion does not confirm the recommendation of the operating physician.

The second opinion program is maintained for the health and safety of employees and their eligible dependents.

A second opinion may be waived by the administrator if the second opinion is not medically indicated.

**Out-patient surgical benefits.** Out-patient surgery is covered in the same manner as in-patient surgery. When surgery can be performed on an out-patient basis and the physical and mental condition of the employee or covered dependent permits, the unnecessary in-patient room and board charges will not be covered.

(d) **Medical Benefits.** Visits by the attending physicians to the employee or covered dependent while confined in the hospital are covered.

(e) **Charges of a licensed physician.** This includes physician office visits. In network, when the physician office visit is for a typical office visit, the deductibles do not apply to such an office visit, and there is a co-payment of twelve dollars (\$12.00) (thirteen and one-half dollars (\$13.50) effective 9-1-06, and fifteen dollars (\$15.00) effective 9-1-07) rather than the co-payment at ninety percent/ten percent (90%/ 10%) for each such office visit. The foregoing does not apply to expenses for such services and supplies as surgery, allergy shots, laboratory fees billed by the physician but performed outside the physician's office, global maternity fees, and take-home medications.

(f) **Maternity Benefits.** Hospital and surgical expenses for maternity will be paid in the same manner as expenses for other covered non-occupational medical illnesses.

(g) **Diagnostic x-ray and laboratory benefits.** There is coverage for reasonable and customary diagnostic x-ray and laboratory expenses. Routine PAP (two (2) per year) and a routine annual mammogram are covered on the same basis as charges of a licensed physician under subsection (e) of this section 8. The PAP tests and/or mammogram in a year will not be subject to the deductible.

(h) **X-ray and radioactive therapy benefits.** There is coverage for reasonable and customary x-ray and radioactive therapy expenses.

(i) **Alcoholism and drug treatment benefits.** Reasonable and customary in-patient treatments of alcoholism and other chemical dependencies are covered for confinement in either a hospital or a recognized free-standing treatment facility. Such reimbursements are limited to two (2) confinements in a lifetime. Reasonable and customary out-patient treatments are covered. The lifetime dollar maximum for this benefit is fifty thousand dollars (\$50,000.00).

(j) **Mental and nervous disorder benefits.** There is coverage for reasonable and customary expenses for mental and nervous non-hospital disorders and hospital disorders.

(k) **Charges for the following procedures, care, and benefits will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network) subject to the then applicable deductible: ambulance services; birthing centers; hospice care; home health care.**

**9. Mandatory pre-certification benefits. The following program benefits are available under this Section 9:**

- Hospital admissions
- Second opinion\*
- Individual case management
- Out-patient surgery\*
- Major out-patient diagnostic procedures
- Length of stay and discharge planning
- Birthing centers
- Convalescent centers
- Home health care
- Hospices

Standards of medical necessity will be applied whether either in network or out of network.

(a) In network, the provisions of this subsection (a) will apply.

The network providers will be responsible for the fulfillment of the pre-certification procedures on behalf of the employee or eligible dependent. (If a network provider would fail to fulfill pre-certification procedures, employees and eligible dependents will not be penalized.)

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\* Certain operations require either that a board certified second opinion be obtained or that they be performed on an out-patient basis.



(i) Employees and eligible dependents will receive the maximum reimbursement allowable in network under comprehensive medical benefits for the designated number of days that are certified. Should an employee or eligible dependent elect to stay beyond those days that are certified, the in-patient room and board charges in excess of the designated number of days that are certified will not be covered.

(ii) Certain operations require that a board certified second opinion be obtained. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (a), coverage will be limited to seventy percent (70%). In-patient room and board charges that are not medically necessary will not be covered.

(iii) Certain operations require that they be performed on an out-patient basis. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (a), in-patient room and board charges will not be covered.

(b) Out of network, the provisions of this subsection (b) will apply.

An employee or eligible dependent considering an operation or entering an out of network hospital or treatment facility for medical care is required to alert the designated program administrator by telephone of this possibility at least one (1) week prior to, or within two (2) days' notification by a doctor of the need for surgery or hospitalization (except in the case of a life-threatening emergency, where certification is required within seventy-two (72) hours after admittance).

(i) Employee and eligible dependents who comply with the above requirements will receive the maximum

reimbursement allowable out of network under comprehensive medical benefits for the designated number of days that are certified. Should an employee or eligible dependent elect to stay beyond those days that are certified, in-patient room and board charges in excess of the designated number of days that are certified will not be covered.

(ii) Certain operations require that a board certified second opinion be obtained. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (b), coverage will be limited to seventy percent (70%). In-patient room and board charges that are not medically necessary will not be covered.

(iii) Certain operations require that they be performed on an out-patient basis. Should an employee or eligible dependent elect not to follow these requirements, even after the pre-certification required under this subsection (b), in-patient room and board charges will not be covered.

(iv) If an employee or eligible dependent fails to alert the designated program administrator within the time limits specified under this subsection (b), such covered expenses will be reimbursed at seventy percent (70%). In-patient room and board charges that are not medically necessary will not be covered.

10. Pre-admission testing benefits. Pre-admission testing is covered on a reasonable and customary basis at one hundred percent (100%) without the deductible. Charges for hospital admission for diagnostic purposes will be reimbursed if the admission is medically necessary, or if the tests cannot be performed on an out-patient basis.

11. Prescription drug benefits. If a Manufacturer has a network prescription drug program for the majority of the hourly-rated employees in its glass container plants, the Manufacturer's program will be extended on the same basis to the employees covered by this contract. Other Manufacturers will continue to consider those drugs and medicines which by law require a physician's or dentist's prescription as covered expenses for comprehensive medical benefits (subject to ninety percent (90%)/ten percent (10%) co-payment and one hundred dollars (\$100.00)/ three hundred dollars (\$300.00) deductible).

12. Eye care benefits. An employee and his eligible dependents will be reimbursed for the cost of a properly licensed doctor performing a complete eye examination once every twenty-four (24) months, up to a maximum of forty dollars (\$40.00). If the Manufacturer requires an examination more frequently for issuance of safety glasses, such examination will also be covered up to the same maximum. An employee and his eligible dependents will also be reimbursed once every twenty-four (24) months, for the costs either of a pair of lenses (single - \$20.00; bifocal - \$25.00; trifocal - \$35.00; progressive - \$35.00) and, in addition to the foregoing lenses, lenticular lenses in connection with cataract surgery - \$55.00, and of frames (\$25.00) or of a pair of contact lenses (\$60.00). The deductibles and co-payments do not apply to these benefits.

13. Hearing aid benefits. The reasonable and customary costs for the purchase of hearing aids, including expenses for examination and fitting, will be covered expenses for the covered member. However, this benefit is limited to the purchase of one (1) hearing aid per impaired ear per covered person once every thirty-six (36) months, and excludes the replacement and repair of any part or parts of such hearing aid following such purchase. The prescription recommending a hearing evaluation must be obtained from a doctor

specializing in hearing problems. The hearing evaluation must be preformed by a doctor or qualified audiologist, who will prescribe a specific type or brand of hearing aid. The hearing aid dealer fills the prescription and fits the hearing aid. The calendar year deductibles and co-payments do not apply to these benefits.

14. Weekly contributions under the comprehensive medical program are as follows:

Eff.	9-1-05	9-1-06	9-1-07
(a) Coverage			
Employee	\$10.00	\$11.00	\$12.00
Employee and one (1) dependent	\$14.00	\$15.00	\$16.00
Employee and two (2) or more dependents	\$17.00	\$18.00	\$19.00

(b) The Manufacturer's cost for benefits through an HMO will not exceed its costs as required for providing the comprehensive medical benefits under the program.

(c) In states which have mandatory state disability insurance plans, each Manufacturer will pay the legally required contribution for each employee covered by this contract. Any benefits received from such plans will be integrated and coordinated with the provisions of this Article.

### **Dental Benefits**

1. The dental benefits are provided separately from the comprehensive medical benefits. To be enrolled for the dental

benefits, an enrollee must also be a participant for the medical benefits or a health maintenance organization. A new employee and eligible dependents may enroll only after the employee has been employed for one (1) year.

2. A separate twenty-five dollar (\$25.00) calendar year deductible for covered dental expenses will apply to each covered member, with a maximum family deductible of seventy-five dollars (\$75.00). The following preventive dental procedures will also be covered on a reasonable and customary basis at one hundred percent (100%) without deductibles: two (2) check-ups per calendar year, including cleaning, scaling, and fluoridating; x-rays once per calendar year.

3. Co-insurance. Eighty percent (80%) of covered dental expenses (except fifty percent (50%) for inlays, gold fillings, crowns and fixed bridge work).

4. Maximum benefits. Two thousand dollars (\$2,000.00) per individual per calendar year.

5. Exclusions and limitations. Standard group insurance exclusions and limitations will apply. There will be no coverage for cosmetic treatment. There will also be no coverage for the replacement of a tooth or teeth pulled prior to the effective date of coverage. Neither dentures nor any other prosthetic appliances will be replaced, except in situations involving replacement of dentures or bridgework that cannot be made serviceable and were installed at least five (5) years prior to replacement.

(a) Orthodontic treatment. Fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of one thousand and five hundred dollars (\$1,500.00) (eff. 9-1-07, two thousand dollars [\$2,000.00]) per individual.

6. Coordination of benefits. Same as found in the Manufacturer's medical insurance program.

7. Termination of coverage. Same as found in the Manufacturer's medical insurance program.

8. To be eligible to enroll for *dependent coverage* under this dental insurance plan, an *employee* must be enrolled for the same *dependent coverage* in the Manufacturer's medical insurance program.

### **General Provisions**

1. The conditions for the benefits provided by this contract are the same as those in effect immediately preceding this contract except where the features described herein would indicate changes. No Manufacturer will be required to continue to provide any benefits which were in effect immediately preceding this contract which are not provided by this contract.

2. The Manufacturer's group insurance program as outlined herewith represents the Manufacturer's total group insurance obligation.

3. The master insurance program, as applicable, will be provided to the USW Flint/Glass Industry Conference Chairman and individual insurance booklets in condensed form will be provided to the employees by the Manufacturer either on or before April 1, 2006. If a provision of the booklet is in direct conflict with a provision of this Article as it relates to a benefit provided by this Article, the Manufacturer and/or the Union will not use said provision of the booklet to deny, alter, or improve the benefit provided by this Article.

4. Coverage continuations, as required by the Consolidated Omnibus Budget Reconciliation Act of 1985 (as approved in 1986), as amended, will be made available in accordance with the applicable provisions of said Act.

5. Covered employees shall have the opportunity to participate in an Internal Revenue Code Section 125 pre-tax

spending account plan, subject to its provisions, for purposes of setting aside moneys for medical goods and services not covered under a Manufacturer's program and for expenses such as deductibles, co-payments, and weekly contributions under such Manufacturer's program.

### **Outline of Separate Dependent Life Insurance Program**

1. Each Manufacturer will make available a Dependent Life Insurance Program. Effective January 1, 2006, eligible employees will have the opportunity to purchase twelve thousand dollars (\$12,000.00) of dependent term life insurance on their spouse and four thousand dollars (\$4,000.00) for each dependent child.

2. The eligibility is the same as set forth in Section 6 (a) in the introductory sections of this Article.

3. Definition of Dependents. The definition is the same as set forth in Section 6 (b) in the introductory sections of this Article, with the following exception: if both the employee and the spouse work for the Manufacturer, each may enroll as an employee and cover the other as a dependent.

4. The weekly contribution for these dependent life coverages is one dollar (\$1.00).

5. The termination of coverage is the same as set forth in Section 6 (e) in the introductory sections of this Article.

### **ARTICLE 17 INSURANCE PROGRAM RETIREES**

1. There are two health care programs under the Manufacturer's retiree insurance policy under this contract:

(a) Prior to April 1, 1983. The pre-April 1, 1983, health care program for those who became (and remain) eligible retirees and their eligible spouses prior to April 1, 1983, will be continued for their respective lives, subject to its terms and conditions.

(b) On and after April 1, 1983. The present health care program for those who either became or become (and remain) eligible retirees and their eligible spouses on and after April 1, 1983, and through August 31, 2008, will be continued for their respective lives, subject to its terms and conditions.

Effective January 1, 1991, and then each January 1 thereafter, the deductibles for each of these two health care programs will be redetermined each calendar year based on the applicable multiple of the Medicare Part B monthly premium. In the event either that a National Health Program should be enacted during the term of this contract or that the Medicare Part B monthly premiums should be eliminated during the term of this contract, the then existing deductibles, as appropriate, would then be continued for the remainder of the term of this contract as to each of these two health care programs. With the exceptions of the deductibles, each of these two health care programs will not be changed during the term of this contract except as required by law.

Effective January 1, 2000, the deductibles under the "on and after April 1, 1983" health care program for the eligible retiree and also the eligible spouse will be reduced as follows: Medicare eligible – from thirty (30) to twenty (20) times the Medicare Part B monthly premium, rounded to the nearest ten dollars (\$10.00); non-Medicare eligible – from sixty (60) to forty (40) times the Medicare Part B monthly premium, rounded to the nearest ten dollars (\$10.00)

Effective January 1, 2000, the lifetime maximum benefit under each of these two health care programs for eligible



retiree and also the eligible spouse will be increased as follows: from one hundred thousand dollars (\$100,000.00) to one hundred fifty thousand dollars (\$150,000.00).

2. Under both of these two health care programs, the only eligible retiree is one who retires under a Manufacturer's pension plan (normal retirement, early retirement, or disability retirement) on or after September 1, 1963, and who is receiving those benefits under the Manufacturer's pension plan. (Deferred vested employees or those who are covered under a Manufacturer's active insurance program are not covered under either of these two health care programs.)

(a) Effective April 1, 1983, an eligible retiree will be entitled to three thousand dollars (\$3000.00) of life insurance coverage payable at death.

3. Under both of these two health care programs, the only eligible spouse is the spouse of the eligible retiree at the time of retirement. If an eligible retiree dies on or after September 1, 1966, the surviving eligible spouse of such retiree will be entitled to continue to participate in the program under which such spouse is covered regardless of whether claims are incurred before or after the death of such retiree. After the death of such retiree, an eligible spouse will be entitled to continue to participate in the program under which such spouse is covered until the earlier of either death or remarriage. (A spouse who is covered under a Manufacturer's active insurance program is not covered under either of these two health care programs.)

4. These two health care programs applicable to these retirees shall be administered through the personnel department of the plant at which they were last employed (or at the plant of the same Manufacturer nearest to where such retiree resides or at the home office of the Manufacturer

or at the office of the Manufacturer's insurance and/ or claim administrator).

## **ARTICLE 18 PENSIONS**

1. Each Manufacturer has established a pension plan covering certain employees represented by the Union. The following provisions apply to each plan:

(a) The plan is effectuated either by a trust agreement with a trustee or by a contract with an insurance company.

(b) Benefits for present retirees have been outlined in prior contracts between the Council, or others, and the Union.

(i) Effective April 1, 2005, all present retirees receiving the fourteen dollar (\$14.00) benefit under the plan of any Manufacturer who is a party to this contract (excluding those retired under plans of predecessor companies) will be increased to a level of fifteen dollars (\$15.00) per month for each year of credited service to actuarial reductions where applicable and subject to approval by the Internal Revenue Service.

2. Pension benefits and the provisions relating thereto under the 2002-2005 contract shall remain in effect in their entirety through March 31, 2005. Pension benefits and other revisions changed as a result of this contract shall be effective as of April 1, 2005, unless otherwise indicated and shall remain in effect in their entirety under this contract through August 31, 2008.

Effective April 1, 2005, the amount of pension benefit to which an employee who retires on and after April 1, 2005, is entitled will be based on the following schedule to provisions set forth in this Article:

<b>Labor Grade</b>	<b>Amount Per Month For Each Year of Credited Service</b>
<b>1-10</b>	<b>\$43.00</b>
<b>11-15</b>	<b>\$44.00</b>
<b>16 and above</b>	<b>\$45.00</b>

Effective April 1, 2006, the amount of pension benefit to which an employee who retires on and after April 1, 2006, is entitled will be based on the following schedule subject to provisions set forth in this Article:

<b>Labor Grade</b>	<b>Amount Per Month For Each Year of Credited Service</b>
<b>1-10</b>	<b>\$45.00</b>
<b>11-15</b>	<b>\$46.00</b>
<b>16 and above</b>	<b>\$47.00</b>

Effective April 1, 2006, the amount of pension benefit to which an employee who retires between April 1, 2005, and April 1, 2006, is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of \$45.00, \$46.00, or \$47.00 per month for each year of credited service subject to provisions set forth in this Article.

Effective April 1, 2007, the amount of pension benefit to which an employee who retires on and after April 1, 2007, is entitled will be based on the following schedule subject to provisions set forth in this Article:

<b>Labor Grade</b>	<b>Amount Per Month For Each Year of Credited Service</b>
<b>1-10</b>	<b>\$47.00</b>
<b>11-15</b>	<b>\$48.00</b>
<b>16 and above</b>	<b>\$49.00</b>

Effective April 1, 2007, the amount of pension benefit to which an employee who retires between April 1, 2005, and April 1, 2007, is entitled will be recalculated. Such recalculation will be made, subject to actuarial reductions where applicable, at the appropriate level of \$47.00, \$48.00, or \$49.00 per month for each year of credited service subject to provisions set forth in this Article.

Effective April 1, 2008, the amount of pension benefit to which an employee who retires on or after said date is entitled will be based on the following schedule subject to provisions set forth in this Article:

Labor Grade	Amount Per Month For Each Year of Credited Service
1-10	\$49.00
11-15	\$50.00
16 and above	\$51.00

Effective April 1, 2008, the amount of pension benefit to which an employee who retires between April 1, 2005, and April 1, 2008, is entitled will be recalculated. Such recalculation will be made subject to actuarial reductions where applicable, at the appropriate level of \$49.00, \$50.00, and \$51.00.

3. If employees under this contract are covered by the Wage Structure Plan of a Manufacturer, they are assigned to a labor grade. The labor grades referred to in Section 2 apply to all employees covered by such Wage Structure Plan for the Manufacturer; for the purposes of this Article only, and for those employees under this contract of a Manufacturer who are not covered by a Wage Structure Plan, all Apprentice Mold Makers and Journeymen Mold Makers will be considered to be in labor grades 16 and above.

The labor grade assigned to an employee immediately preceding his retirement shall be used in determining his

pension benefit except that, for an employee whose primary labor grade in one (1) (twelve (12) consecutive months) of the ten (10) years preceding retirement was higher than his labor grade at retirement, such higher labor grade shall be used in determining his pension benefit.

4. Normal Retirement Date – The last day of the month in which an employee reaches age sixty-five (65) or the first day of the month following the month in which an employee reaches age sixty-five (65), in accordance with rules and regulations set up by the Manufacturer. In accordance with applicable law, however, an employee will not be required to retire solely because of reaching age sixty-five (65), and he will be permitted to continue to work in accordance with applicable law. Credited service will be granted for time worked after age sixty-five (65) on the same basis as time worked prior to age sixty-five (65).

Early Retirement Date – An employee may retire early between ages sixty (60) and sixty-five (65) and receive full benefits based on his years and months of credited service prior to early retirement date. An employee may retire early before age sixty (60) if he is within ten (10) years of his normal retirement date, provided he has ten (10) or more full years of credited service with the Manufacturer.

5. Normal retirement Income – An employee who retires on or after April 1, 1993, and after his sixtieth (60th) birthday will receive a monthly life income from the Pension Plan provided for in this contract equal to the applicable amount as set forth in Section 2 multiplied by his years of credited service.

Early Retirement Income Prior to Age Sixty (60) – An employee who retires early prior to age sixty (60) will receive monthly retirement income in an amount equal to his monthly retirement benefit figured on credited service to early retirement date, with such amount reduced one-half (1/2) of one (1) percent for each month from age sixty (60) to the date of early retirement. However, an employee credited with

thirty (30) years of credited service and having reached age fifty-five (55) may retire without any loss of benefits.

6. There shall be no duplication of benefits among any qualified retirement plans of the Manufacturer, including those of the Manufacturer's predecessors, successors, and affiliates.

7. Disability Retirement Income – If an employee who had ten (10) or more years of credited service becomes permanently and totally disabled on or after the effective date of this contract, he may be retired on a monthly disability income figured as if he were age sixty-five (65) on the date of such disability. (Prior to September 1, 1999, the disability date shall be determined in accordance with the provisions of the 1996–1999 contract.) Effective September 1, 1999, the disability date shall be determined as defined in Article 16, Section 7(a)(iii).

8. Death Benefits after Retirement – Upon the death of an employee who retires on or after April 1, 1987, and who dies before having received seventy-two (72) monthly benefit payments, his beneficiary shall receive the same monthly benefit until a total of seventy-two (72) monthly payments have been made. If an optional form of retirement income is in effect for such an employee and both he and his contingent annuitant die before seventy-two (72) monthly payments have been made, then the beneficiary shall receive monthly payments equal to the last payment made to either the employee or his contingent annuitant until a total of seventy-two (72) monthly payments have been made.

9. Survivor's Pension – In the event of the death of an employee on or after April 1, 1993, who had ten (10) years or more of service and was age forty (40) or more at the time of death, the surviving spouse shall receive a survivor's pension beginning on the first (1st) day of the month following death in the amount of one-half (1/2) of the pension credited to the employee at the time of death. This pension shall be paid monthly until the death of the survivor.

**10. Optional Forms of Retirement Income – An employee may choose to take a smaller retirement income upon early or normal retirement and have all or a portion of it continue to another person after his death following retirement, in accordance with rules and regulations set up by the Manufacturer.**

An employee retiring before being eligible to receive Social Security monthly income benefits and who is age fifty-five (55) or more with ten (10) years or more of credited service may elect a Level Income Option which provides a higher monthly income from the Pension Plan provided for in this contract from retirement until Social Security benefits are payable and a lower monthly income from the Pension Plan provided for in this contract thereafter. In determining the amount of monthly income, the rules and regulations set up by the Manufacturer shall apply and the primary Social Security benefits estimated to be payable at age sixty-two (62) (or at the appropriate age if Social Security is amended) shall be actuarially reduced as follows:

<b>Retirement Age</b>	<b>Percentage of Estimated Age 62 Primary Social Security Payable to Age 62</b>
62	100.0%
61	91.1
60	83.1
59	76.0
58	69.6
57	63.8
56	58.7
55	54.0

Upon reaching age sixty-two (62), it shall be the retired employee's responsibility to apply for Social Security benefits, because at that time, the Manufacturer's portion of the lifetime pension will be reduced by the amount of Social

Security benefits that was used in the calculation at the time of retirement.

11. Vested Rights – If an employee is terminated or quits on or after January 1, 1989, after completion of five (5) years of credited service as required by applicable law, such employee shall have vested rights.

An employee who is terminated or quits on or after April 1, 1993, and who is entitled to vested rights will be entitled to receive, beginning with the month after he attains age sixty-five (65), monthly retirement income as set forth in Section 2, figured on his years of credited service at date of termination. Upon written request of the employee, payment of the vested rights will commence as early as age fifty-five (55) in an amount equal to the vested rights amount at age sixty-five (65) reduced by one-half (1/2) of one percent (1%) for each month from age sixty-five (65) to the date of commencement of the payment of the vested rights.

12. Accumulation of Credited Service – Credited service shall accumulate toward retirement income while an employee is absent for occupational injury or disease until he becomes permanently and totally disabled. Credited service shall accumulate toward retirement income for non-occupational illness or injury for a period of up to two (2) years. In order to receive the above credits, the employee must return to work as soon as he is able.

13. Effective April 1, 1987, when a Manufacturer elects to close a plant or mold shop permanently, an employee under age sixty (60) whose employment is terminated as a result of such closing on or after April 1, 1987, may retire and receive a pension benefit figured as if he were age sixty (60) based on his years and months of credited service at the date of such closing, provided he has thirty (30) or more full years of credited service at the date of such closing, or effective April 1, 1996, is at least age fifty-five with at least ten (10) or more full years of credited service at the date of such closing on or after April 1, 1996.



14. The Pension Plan provided for in this contract cannot be terminated without the express approval of the Chairman of the USW Flint/Glass Industry Conference, and except where the features described above, subject to appropriate governmental approvals, would indicate changes, the Pension Plan provided by this contract will be continued. A copy of the approved Pension Plan provided for in this contract, together with all the rules and regulations relating thereto established by the Manufacturer, shall be placed on file with the International President of the Union.

15. This Article and each Manufacturer's Pension Plan will be administered in accordance with the requirements for qualified employee benefit plans under applicable laws and governmental regulations, except as to those situations in which the provisions of this Article exceed the standards set forth in the provisions of those laws and regulations.

16. Each Manufacturer has previously implemented a 401(k) plan, with matching provisions, under which the employees covered by this contract are permitted to participate. Each such 401(k) plan has a matching formula that is at least equal to the following:

Employee Contribution	Manufacturer Contribution	Total
1%	1/4%	1 1/4%
2%	1/2%	2 1/2%
3%	3/4%	3 3/4%
4%	1%	5%
5%	1 1/4%	6 1/4%
6%	1 1/2%	7 1/2%
7%	1 3/4%	8 3/4%
8%	2%	10%
9%	2%	11%
10%	2%	12%
11%	2%	13%
12%	2%	14%
13%	2%	15%
14%	2%	16%
15%	2%	17%

If a Manufacturer has a 401(k) plan that permits its hourly rated employees to contribute above the fifteen percent (15%) shown above, the same will be permitted under this contract, but not to exceed seventeen percent (17%).

## **ARTICLE 19 FUNERAL LEAVE**

1. In the event of the death of a mother-in-law, father-in-law, brother, half-brother, step-brother, sister, half-sister, step-sister, grandparent, or grandchild of an employee who has been in the employ of a Manufacturer for at least thirty (30) days, the employee shall be paid for time lost not in excess of three (3) shifts, at his regular base wage rate. Request for additional time off without pay to attend the funeral will be honored.

2. In the event of the death of a spouse, a child, step-child, parent or step-parent of an employee who has been in the employ of a Manufacturer for at least thirty (30) days, the employee shall be paid for time lost not in excess of five (5) shifts, at his regular base wage rate. Request for additional time off without pay to attend the funeral will be honored.

3. In the event of the death of a son-in-law, daughter-in-law, brother-in-law or sister-in-law of an employee who has been in the employ of a Manufacturer for at least thirty (30) days, the employee shall be paid for time lost to attend the funeral not to exceed one (1) shift at his regular base wage rate. Request for additional time off without pay to attend the funeral will be honored.

4. If an employee's vacation or holiday is interrupted by such death and he so notifies the Manufacturer promptly, the number of days he normally would have been paid if working shall be added to his vacation or holiday with pay.

5. Funeral leave, limited to eight (8) hours per day, shall count as hours worked in the calculation of weekly overtime when the leave falls on the employee's regularly scheduled working day.

## **ARTICLE 20 RESTORATION OF SERVICE**

A former employee who has two (2) or more years of continuous service with a Manufacturer, and who has been or is re-employed by that Manufacturer, shall be given credit toward vacation and pension rights for prior service with such Manufacturer after he has been re-employed for a period of three (3) years.

## **ARTICLE 21 JURY DUTY**

1. An employee on the active payroll who has worked at least thirty (30) days and who serves on jury duty shall be paid for time lost from work during any calendar year. Such pay shall be considered in the computation of overtime and other premium time. When an employee is obliged to do jury duty during any twenty-four (24) hour period, he shall not be required to work during said twenty-four (24) hour period. If an employee is scheduled to work the midnight shift preceding the day of jury duty, he shall not be required to work that midnight shift and the midnight shift on the day of jury duty, and he shall be paid for both days.

2. When an employee on the active payroll who has worked at least thirty (30) days is required to appear at court for an interview or questioning with respect to qualifying for jury duty and incurs lost time as a result thereof, he shall be compensated the same as for jury duty.

3. This Article shall also apply in the event that an employee is subpoenaed by the company to testify in a court of law.

4. Any plan that is now in effect that is in excess of the above shall not be reduced thereby.

## **ARTICLE 22 PHYSICAL EXAMINATIONS**

1. In the event a Manufacturer requires a physical examination of any employee subject to the jurisdiction of this contract or any prospective employee, the Manufacturer shall pay for the same. If the new employee lives in an area other than where he is making application for a job, he shall be allowed to have his physical examination in the area of his present residence by a company-designated doctor.

2. At the request of an employee who is at least thirty-five (35) years of age, an employee may receive a physical examination, at a maximum cost to the Manufacturer of one hundred dollars (\$100.00), in accordance with the following: if the employee is less than fifty-one (51) years of age, he may have such a physical examination once every two (2) years; if the employee is fifty-one (51) years of age or more, he may have such a physical examination once every year.

## **ARTICLE 23 SAFETY GLASSES**

1. Where employees wear safety glasses as a matter of safety or company policy, the Manufacturer shall furnish, or assume the cost of furnishing, safety glasses, including glasses ground to prescription supplied by employees.

2. Manufacturer's will pay for progressive lenses only in safety glasses.

## **ARTICLE 24 NEW MOLDS TO BEAR UNION STAMP**

All new molds made at Union mold shops shall bear the stamp of the Union or initials or name of Manufacturer making them.

## ARTICLE 25 PRESENTATION OF GRIEVANCES

1. If a representative of management fails to give his answer within the time limit specified in any step of the following grievance procedure, the grievance may be processed to the next step of the grievance procedure within the time limits set forth in such step.

If a grievance arises, the grievant and/or the shop committee, shall, within three (3) working days, proceed as follows:

**Step 1.** The grievant and/or no more than two (2) shop committeemen shall present the grievance to the respective foreman for discussion and settlement. The foreman shall notify them of his decision on the grievance within one (1) working day after it has been presented to him.

**Step 2.** If the grievance is not settled in Step 1, the shop committee shall, within three (3) working days after receiving the foreman's decision on the grievance, reduce such grievance to writing, sign it and refer it to the foreman for discussion and settlement. The foreman shall give the shop committee his decision on the grievance in writing within three (3) working days after it has been presented to him.

**Step 3.** If the grievance is not settled in Step 2, the shop committee shall, within three (3) working days after receiving the foreman's written decision on the grievance, refer the matter to the plant superintendent or his designated representative for discussion and settlement. Any records that are not considered confidential will, if they have any bearing on the grievance, be supplied by either party for review. The plant superintendent or his designated representative shall give the shop committee his decision in writing on the grievance within three (3) working days after it has been presented to him.

**Step 4.** If the grievance is not settled in Step 3, the Local Union shall, within five (5) working days after receiving the decision of the plant superintendent or his representative, refer the grievance to the assigned District Staff Representative. Within ten (10) days thereafter the assigned District staff Representative or his representative, together with the shop committee, shall meet the Manager of Labor Relations of the Manufacturer for discussion and settlement. The proceedings set forth in this step shall be considered terminated fifteen (15) days thereafter, unless extended by mutual agreement for a period of not more than sixty (60) days.

**Step 5.** If the grievance is not settled in Step 4, it may be submitted to arbitration at the request of either the assigned District Staff Representative of the Union or the Manufacturer, and the decision of the arbitrator will be final and binding. Notice of intent to arbitrate the grievance must be submitted within twenty (20) days after the termination of the proceedings in Step 4, unless extended by mutual agreement. Thereafter, and as soon as possible, the assigned District Staff Representative of the Union or the Manufacturer, or both, shall request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators, from which panel the assigned District Staff Representative of the Union, or his representative, and a representative of the Manufacturer, shall alternately strike one (1) name from the list until one (1) remains. The right to strike the first name shall be determined by a toss of a coin. The arbitrator so selected shall have no power to add to, subtract from or modify any of the provisions of this contract.

2. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator.

3. This grievance procedure shall not be invoked by the Manufactures or the Union to change premium payments

which were negotiated and agreed to locally by any Manufacturer and a Local Union prior to the effective date of this contract.

4. The decision of the arbitrator shall be transmitted in writing to the Union, the Manufacturer, and the Council within thirty (30) days after the completion of the hearing and must be complied with within five (5) days after it is received.

## **ARTICLE 26 NO STRIKES-NO LOCKOUTS**

1. It is understood that there shall be no lockouts by the Manufacturers during the term of this contract.

2. It is understood that there shall be no strike or cessation of work during the term of this contract, nor shall any officer or representative of the Union authorize, assist or encourage any strike or cessation of work during the term of this contract. If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union will promptly notify the Manufacturer and such employee or employees of its disapproval of such violation.

3. Should a strike or cessation of work occur which is not authorized, assisted or encouraged by the Union, and such violation is disapproved as provided in Section 2 hereof, the Union will not be held liable for such strike or cessation of work.

4. The parties agree that during the term of this contract, grievances shall be handled and be subject to the grievance procedure of this contract.

## **ARTICLE 27 SEPARABILITY PROVISION**

If any provision of this contract, or the application of such provision to any person or circumstances, shall be held

invalid or is in conflict with any present or future federal or state law, the remainder of the contract or the application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby.

## **ARTICLE 28 LOCAL AGREEMENTS**

1. All written local agreements that are presently recognized by a Manufacturer and a local union shall remain in effect for the duration of this contract unless changed by mutual agreement between the Manufacturer and the local union involved.

2. In mold shops which have begun operation since August 31, 1959, the Manufacturer and local union shall reduce to writing all recognized agreements covering benefits such as premium payments in excess of this contract, lunch periods, relief periods, wash-up time, coffee breaks, etc. It is understood that no Manufacturer or local union will be required to negotiate locally or grant additional or different benefits from those which were in effect prior to the execution date of this contract. Such agreements shall be completed within sixty (60) days following the effective date of this contract and shall remain in effect for its duration. If the parties fail to agree, the unresolved issues shall be submitted to arbitration and the decision of the arbitrator shall be based upon the established practice of the shop.

## **ARTICLE 29 MULTIPLE WORK ASSIGNMENTS**

1. Mold Makers and Apprentices shall not be assigned to operate two (2) machines simultaneously or to operate a machine and do bench work, vise work, or assembly work, etc., while the machine is in cycle, except work of a nature that machine operators have performed in the past during



machine cycles, if the cycle time is sufficient. No Manufacturer shall be required to change its present practices of assigning work.

However, Mold Makers and Apprentices may be assigned to operate no more than two (2) machines simultaneously or to operate a machine and do bench work, vice work, or assembly work, etc., on new mold work while the machine is in cycle when the machines are three-dimensional profiling machines or duplicating machines each having two (2) hours or more of unencumbered cycle time. For purposes of this paragraph only, the following will also apply:

(a) A cycle shall be deemed to start when the tool or tools begin the cut during a specific operation and end when that particular tool completes its operation.

(b) An employee performing work under this paragraph will do work during cycle time which is related to or incidental to the work being performed on the equipment produced by the machine. If there is not sufficient work to be done during cycle time, additional new mold work may be brought to the employee; however, if he is operating two (2) machines, he will only be required to perform work which is required for the operation of the two (2) machines.

(c) Preference for performing work under this paragraph will be given to the affected qualified operator presently on the machine with the greater shop seniority; if he declines such opportunity, other qualified employees will be given preference to perform it in accordance with shop seniority; if all of them decline such opportunity, the qualified operator presently assigned with the least shop seniority will be assigned to perform it. Any additional problems with respect to assignments arising under this paragraph will be treated consistently with local practices or agreements at the shop with respect to other assignments.

(d) An employee performing work under this paragraph will receive fifty (50) minutes of paid lunch and relief during his shift.

(e) Existing cutting speeds and feeds shall not be reduced to permit multiple work assignments under this paragraph.

No Manufacturer shall be required to change its present practices of assigning work.

2. In lieu of the first section of this Article and of local practices and agreements, a Manufacturer, if it so elects on or after July 1, 1981, may assign Mold Makers and Apprentices to operate two (2) or more machines and to perform other assignments and other work simultaneously in a shop. For purposes of this paragraph only, the following will apply:

(a) Employees in that shop shall perform work as required, but they shall not be required to perform unreasonable workloads.

(b) Employees in that shop shall be paid an additional twenty-five cents (\$.25) per hour, which will be added to the base rate and will be paid for all purposes.

(c) Employees in that shop performing additional third and fourth assignments simultaneously shall receive pay in addition to that provided in subparagraph (b) above as follows:

(i) three (3) machines (or two (2) machines and bench work, vice work, or assembly work, etc.) – forty cents (\$.40) per hour;

(ii) four (4) machines (or three (3) machines and bench work, vice work, or assembly work, etc.) – forty cents (\$.40) per hour.

~~Such payments will be made only for time actually worked under this subparagraph (c).~~

Preference for performing work under this subparagraph (c) will be given to the affected qualified operators with the greater shop seniority who volunteer for such work; if there are no such volunteers, the qualified operator with the least shop seniority will be assigned to such work. When such work has been completed, the affected qualified operator will be returned to his job. Any additional problems with respect to assignments arising under this subparagraph (c) will be discussed locally.

(d) An additional shift may also be scheduled on new mold work in that shop. Employees scheduled on a three (3) shift basis shall be given thirty (30) minutes of lunch during an eight (8) hour shift to be apportioned in accordance with conditions in that shop.

(e) If an employee hired after September 1, 1977, in that shop is laid off as a result of the implementation of such an election in that shop, such employee will have recall rights for a minimum of two (2) years.

(f) If a Manufacturer makes such an election, it will remain applicable in that shop until five (5) working days' notice is given to cancel the election to the local union's shop committee. When such cancellation is made, the first section of this Article will again be in effect in that shop.

3. Nothing herein shall be construed as placing any limitation upon a Manufacturer's right to make work assignments not involving dual or multiple operations or from introducing new processes, equipment, materials or methods, from time to time as it deems desirable.

4. Both the Union and the Council recognize that new techniques in manufacturing molds which are substantially different from existing machines and methods may be developed in the future which involve dual or multiple operations. Therefore, during the term of this contract a joint meeting shall be held with the negotiating committee of the Council and the negotiating committee of the Union within thirty (30) days following a written request by either the Chairman of the USW Flint/Glass Industry Conference or the President of the Council to the other for the purpose of exploring and making recommendations, if possible, concerning procedures to be followed, so that the introduction of such new machines or methods can be carried out in a harmonious manner, giving due consideration to the interests of both the employees and the Manufacturers. The Manufacturers will operate new substantially different equipment involving dual or multiple operations under the provisions of Section 1 until the Joint Committee has had an opportunity to meet. Failing agreement by the Joint Committee, the Manufacturers shall have the right to operate the equipment or install the new methods in such manner as they deem desirable, and any dispute concerning same shall be referred as the Committee shall direct or to the next joint conference.

### **ARTICLE 30 SUBCONTRACTING**

A Manufacturer shall not exercise its right to subcontract unreasonably.

### **ARTICLE 31 SEVERANCE PAY**

1. If a Manufacturer elects to permanently close a plant or mold shop, the Manufacturer shall negotiate severance pay with the Union for terminated employees.

2. In applications of this Article only, each Manufacturer will apply a severance pay formula providing for forty (40) hours per year of credited service at the base rate of pay at all future plant or mold shop closings, if any.

In addition to the severance pay in the preceding paragraph, each Manufacturer will also provide employees who have twenty-six (26) or more years of credited service a special lump sum benefit in the event of a permanent plant or mold shop closing a special lump sum benefit as follows: twenty-six (26) through thirty-five (35) years of credited service – one thousand dollars (\$1,000.00); thirty-six (36) through thirty-nine (39) years of credited service – two thousand dollars (\$2,000.00); and forty (40) or more years of credited service – three thousand dollars (\$3,000.00).

3. The Manufacturer shall notify the USW Flint/Glass Industry Conference and the Local Union ninety (90) days in advance, or as soon thereafter as possible, of any permanent plant or mold shop closing. If notification is less than ninety (90) days, an employee shall be paid for each day less than ninety (90) day notification. Such pay will be at his base rate of pay for an eight (8) hour day for each working day of his regular schedule.

4. If a Manufacturer should resume operations at a plant covered by this contract within five (5) years of the closing, the effective collective bargaining agreement will then be reactivated, and the employees who were terminated as a result of the closing would have recall rights to that plant.

5. Any disputes with respect to this Article shall be subject to Article 25 (Presentation of Grievances).

## **ARTICLE 32 DESTRUCTION OF TOOLS**

1. Each Manufacturer shall replace at its expense all tools and tool boxes owned by employees which are

destroyed by fire, flood or other similar disaster on the Manufacturer's premises, up to a maximum liability of three thousand dollars (\$3,000.00) for any employee.

2. The Manufacturer will replace tools owned by employees that have been broken or worn out while being used with reasonable care in the performance of their regular jobs.

### **ARTICLE 33 MILITARY LEAVE**

All employees who are members of the National Guard or Military Services shall be paid for time lost, not to exceed forty (40) hours per week, while in attendance at the National Guard or Military Reserves two (2) week summer camp. The pay shall be at the employee's base rate for such hours lost by the employee.

### **ARTICLE 34 FAIR EMPLOYMENT PRACTICE AND EQUAL OPPORTUNITIES**

1. The Manufacturers and Union will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

2. This contract will also be administered in accordance with those applicable laws preventing discrimination as to qualified handicapped individuals and as to qualified disabled veterans and veterans of the Vietnam era.

3. This contract will also be administered in accordance with the applicable provisions of the Americans with Disabilities Act.

## **ARTICLE 35 WEEKEND COVERAGE**

The Union recognized the need for weekend coverage, including management's right to schedule weekend coverage. No local agreement will restrict management's right to schedule weekend coverage. The Union will cooperate with local plant management to provide reasonable weekend coverage and local plant management will furnish employees with sufficient notice. Disputes as to whether weekend coverage is reasonable are subject to the grievance procedure.

## **ARTICLE 36 SUCCESSORS, TRANSFEREES AND ASSIGNEES**

This contract shall be binding upon the parties hereto, their successors, transferees, and assignees. In the event a Manufacturer sells or transfers any plant, this contract shall remain in full force and effect and be binding upon the purchaser or transferee, and the Manufacturer agrees it will include in the purchase agreement that this contract is binding on the purchaser or transferee.

## **ARTICLE 37 HEALTH AND SANITATION**

1. Each Manufacturer shall continue its best efforts of controlling iron dust, toxic fumes, or other harmful dust or fumes which are health hazards, along with adequate heating, lighting, and ventilating to employees.

2. The Union and the employees shall cooperate with each Manufacturer to maintain clean, orderly restrooms, washrooms, and work area throughout the plant.

3. Upon an employee's request, he will be entitled to receive one (1) chest x-ray each year at the Manufacturer's expense.

## **ARTICLE 38**

### **ENVIRONMENTAL CONTROL PROGRAM**

1. A Manufacturer will continue to cooperate with the Union in all legitimate labor-management activities in this area.

2. A Manufacturer shall compensate any employee whom it requests to conduct any business under the Article. Such compensation shall be for the wages for time lost from work as a result of the Manufacturer's request.

## **ARTICLE 39**

### **EXPIRATION, CHANGE, RENEWAL OF CONTRACT**

1. This contract shall remain in force and effect through August 31, 2008, and from year to year thereafter unless modified or terminated in accordance with the provisions of Section 2 hereof.

2. If either party desires to negotiate changes in or modifications of this contract, it shall give the other party written notice of the desired changes or modifications at least sixty (60) days prior to the expiration date of the contract. In the event notice of desired changes or modifications is given, a Joint Conference between the Union and the Council shall be held on a mutually agreeable date not later than thirty (30) days prior to the expiration date of the contract. If agreement is not reached on items in dispute by the contract expiration date, this contract shall terminate unless extended by mutual agreement.

## **ARTICLE 40**

### **LABOR/MANAGEMENT COMMITTEE MEETING**

On an annual basis, the Manufacturers will review the state of the business with representatives of the Union in each of their plants; such meetings shall also provide an opportunity to discuss matters of mutual concern.



**LETTERS OF AGREEMENT  
AND UNDERSTANDING**

**MEMORANDUM OF AGREEMENT**

**Re: Third Shift and Alternative  
Shift Schedules Meeting**

Both the Union and the Manufacturers recognize that the industry must be operated in an efficient and profitable manner, and that to accomplish this result there must be a proper utilization of machine equipment with due consideration for the interest of both the Manufacturer and the employee. Therefore, during the term of this contract a joint meeting shall be held between a Manufacturer and a Local Union and the USW Flint/Glass Industry Conference within thirty (30) days following a written request by the Manufacturer to the Local Union and the National Union for the purpose of exploring and making recommendations, if possible, concerning the procedures and circumstances under which a third shift or alternative shift schedules might be satisfactorily established on new mold work. If a mutually satisfactory recommendation cannot be reached, the matter may be referred to the next conference.

This memorandum of agreement shall automatically terminate at 12:01 a.m. September 1, 2008.

By: Timothy Tuttle  
Chairman  
USW Flint/Glass Industry Conference

By: David E. McCormick  
Spokesman  
Glass Container Industrial Relations Council

July 28, 2005

Mr. David E. McCormick, Spokesman  
Glass Container Industrial Relations Council  
One SeaGate  
Toledo, OH 43666

**Re: Graveyard Shifts**

Dear Mr. McCormick:

Each Manufacturer party to the 2005-2008 contract between the USW Flint/Glass Industry Conference and the Glass Container Industrial Relations Council, in any of its repair shops, may schedule a graveyard shift not earlier than 10:00 p.m. Sunday in place of a graveyard shift starting on Monday evening. For those employees whose workweek starts on Sunday evening, time and one-half will be paid for all mold repair work performed from, for example, 4:00 a.m. Saturday until 10:00 p.m. Sunday.

Existing local agreement providing benefits such as premium payments in excess of the contract from 10:00 p.m. Sunday until 6:00 a.m. Monday will be adjusted for those employees whose workweek begins on Sunday evening.

Agreement on a workweek starting on Sunday evening will be handled in a meeting between the Manufacturer, Local Union and the National Union in accordance with the terms of this letter and the existing contract.

Yours truly,

Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference

TT/ls

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

July 28, 2005

Mr. Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

**Re: Subrogation**

Dear Mr. Tuttle:

This letter will confirm discussions between the parties during the 2005 negotiations as to the subrogation rights of a Manufacturer's insurance program under Article 16 of the 2005-2008 Contract.

Subrogation means that if an employee or his/her dependent incurs health care expenses for injuries due to an accident caused by another person, the person causing the accident is responsible for paying these expenses.

For example, if an employee or one of his/her dependents receives medical benefits for injuries caused by another person, the Administrator of the Manufacturer's insurance program has the right, through subrogation, to seek repayment from the other person or his/her insurance company for benefits already paid. The Manufacturer's insurance program will provide eligible benefits when needed, but the employee/dependent may be asked to show documents or take other necessary actions to support the insurance program in its subrogation efforts.

Subrogation does not apply to an individual insurance policy that an employee/dependent may have purchased or if specifically prohibited by applicable law.

Very truly yours,

David E. McCormick  
Spokesman

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

August 9, 2005

Mr. Tim Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

**Re: Retiree Medical Insurance**

Dear Mr. Tuttle:

The Manufacturers will continue to provide to eligible retirees and eligible spouses under the age of 65 an optional PPO network with a medical benefits plan similar to those offered by the G.M.P. – Employers Retiree Trust.

Very truly yours,

David E. McCormick  
Spokesman

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

July 28, 2005

Mr. Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

**Re: Purchase of Additional Life Insurance**

Dear Mr. Tuttle:

This will confirm that, during the term of the 2005-2008 USW F/GIC-GCIRC Mold Making Department contract, each Manufacturer will continue to provide, at no cost to the Manufacturer, the opportunity to its employees to purchase some additional life insurance for themselves under each Manufacturer's program.

Very truly yours,

David E. McCormick  
Spokesman

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

July 28, 2005

Mr. Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

**Re: Dependent Life Insurance**

Dear Mr. Tuttle:

In connection with the improvements negotiated by the parties during the 2005–2008 USW F/GIC-GCIRC negotiations in Dependent Life Insurance benefit levels, it was understood by the parties that employees who currently have dependent life coverages at the \$6,000/\$2,000 levels may maintain such benefit levels by continuing the fifty cents (50¢) per week contribution. Effective January 1, 2006, new enrollees, and those who wish to add to their current coverages, must select the benefit amounts set forth in the 2005–2008 Contract, and must pay one dollar (\$1.00) per week.

Very truly yours,

David E. McCormick  
Spokesman

## OWENS-ILLINOIS

August 15, 2005

Mr. Timothy J. Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

### **Re: Prescription Drug Benefits**

Dear Mr. Tuttle:

During the 2005 GCIRC/USW Flint/Glass Industry Conference negotiations, the parties discussed the plan of co-payments for prescription drugs that would apply beginning September 1, 2005, to mold makers employed by O-I. The following was agreed.

If prescription drugs (whether non-maintenance or maintenance) are purchased within the network, the co-payments are as follows: ten dollars (\$10.00) per order for generic; and twenty dollars (\$20.00) for non-discounted brand-name, according to the plan's formulary. Effective September 1, 2007, a third tier of co-payment will be added as follows: fifteen dollars (\$15.00) for discounted brand-name. If prescription drugs are not purchased within the network, the reimbursement will be at seventy-five percent (75%) of the retail price less the applicable co-payment.

In addition, maintenance prescription drugs may be filled for a maximum of ninety (90) days.

Sincerely,

David McCormick  
Spokesman

**ROSS  
INTERNATIONAL LTD.**

July 28, 2005

Mr. Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, OH 43614

**Re: Defibrillators**

Dear Mr. Tuttle:

This letter will confirm the commitment made by the Company during the 2002 AFGWU multi-employer negotiations that it will purchase and place a defibrillator unit in each of its mould making facilities covered by the Contract. The Human Resource Manager and Safety Committees will be responsible for researching and implementing procedures and recommended proper training concerning the use of this equipment.

Sincerely,

Mark J. Ross  
Vice-President



**ROSS  
INTERNATIONAL LTD.**

August 8, 2005

Mr. Timothy Tuttle, Chairman  
USW Flint/Glass Industry Conference  
1440 South Byrne Road  
Toledo, Ohio 43614

**Re: Recall Notices**

Dear Mr. Tuttle:

This letter will confirm the discussions between the parties during the 2005 USW Flint/Glass Industry Conference multi-employer negotiations as to recall notices.

In the event that an employee of one of the Ross International companies is laid off the employee will have five (5) working days to report for work upon recall. This would allow the recalled employee an opportunity to give their employer a weeks' notice before quitting or to secure childcare or other family responsibilities.

In the event that the Company has difficulty in communicating its recall notice to the employee, the Union will assist the Company in contacting the recalled employee.

Sincerely,

Mark J. Ross  
Vice-President

**THE GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

August 12, 2005

Mr. Timothy J. Tuttle, Chairman  
USW Flint/Glass Conference  
1440 South Byrne Road  
Toledo, OH 43614

**Re: Living Healthy Program**

Dear Mr. Tuttle:

This will confirm my advice to you during the 2005 negotiations that O-I intends to roll-out a Living Healthy program at each of its domestic glass container plants effective January 1, 2006. The details of the program were discussed in Renee Ellis' presentation to you on August 2. O-I commits to making such program available also to USW members in each of its plants so long as it is providing the program to a majority of its employees.

Ross International is currently investigating a Living Healthy program. It will meet with the USW during the first year of the contract to discuss the provisions of a similar program to its employees. It commits to making such a program available to its employees in each of its plants by January 1, 2007, and will continue it for the life of the 2005-2008 labor agreement so long as such program meets the objective of reducing health care costs.

Sincerely,

David Mc Cormick  
Spokesman

**The Glass Container Industrial  
Relations Council**

August 15, 2005

Mr. Timothy J. Tuttle, Chairman  
USW Flint/Glass Conference  
1440 South Byrne Road  
Toledo, OH 43614

**Re: Article 24 (New Molds to Bear Union Stamp)**

Dear Mr. Tuttle:

During the 2005 negotiations, the parties discussed at length their respective proposals concerning the above article.

In connection with the Union's willingness to accept the Manufacturers' proposal to delete the second sentence of the current Article, the Manufacturers commit to pay each employee on their active payrolls as of August 15, 2005, a lump sum of five hundred dollars (\$500.00), subject to applicable taxes and withholdings. The payment will be made on or before September 30, 2005.

Sincerely,

David McCormick  
Spokesman

**LETTERS OF INDIVIDUAL  
MEMBER COMPANIES**

**RE: ARTICLE 18 (PENSIONS)**

**OWENS-BROCKWAY GLASS CONTAINERS**

July 27, 1990

Mr. Lawrence Bankowski, National President  
American Flint Glass Workers Union, AFL-CIO  
1440 South Byrne Road  
Toledo, OH 43614

**Re: Article 18 - Pensions**

Dear Mr. Bankowski:

During the current AFGWU-GCIRC negotiations, the Company has made certain statements with respect to the pension plans. You have requested that we repeat those statements in writing to you.

Prior to the merger of Owens and Brockway, each had its own pension plan. At that time, these pension plans were still separate. The Company has recently merged these pension plans. As a result of this recent merger of these plans, it is intended that employees would be treated as if they had been participants in the Owens pension plan for all prior periods of benefit accrual service. However, in no event would the accrued benefit of an employee who had been a participant under the Brockway pension plan be less than it was under the terms of the Brockway pension plan immediately prior to the merger. Of course, no service would be credited nor benefits computed on overlapping or duplicative periods of service.

Sincerely,

J.W. Hysong

JWH/ccp

cc: Mr. J.D. Frechette, GCIRC Spokesman

## BROCKWAY MOULD, INC.

April 19, 1996

Mr. Lawrence Bankowski, National President  
American Flint Glass Workers Union, AFL-CIO  
1440 South Byrne Road  
Toledo, OH 43614

### Re: Pension Agreement

Dear Mr. Bankowski:

You have requested information concerning the operation of Article 18, Pensions. We have attempted to set forth below in summary fashion a very basic clarification of the Pension Agreement entered into between Owens-Brockway Glass Containers, Inc. and Brockway Mould, Inc. as a result of the asset purchase which occurred on January 3, 1994. However, in providing this information, we are in no way modifying and/or amending the above-referenced document. This information is provided solely as a means of helping you understand the operation of Article 18, Pensions since the sale of the Brockway Mould shop.

Former Owens-Brockway Glass Containers, Inc. employees who became Brockway Mould, Inc. employees received credited service under Owens-Illinois Hourly Retirement Plan through the sale date of January 3, 1994. Brockway Mould, Inc. then became responsible for any future credited service to these employees in accordance with the applicable provisions of the 1993-1996 AFGWU-GCIRC Contract.

In addition, the credited service these former Owens-Brockway employees earned under the Owens-Illinois Hourly Retirement Plan is credited under the Brockway Mould, Inc. Pension Plan, provided it has not been canceled by a break in service. Of course, no service would be credited and no benefits would be computed on either overlapping or duplicative periods of service. The ultimate pension benefit to be provided to these employees shall come in part from the Owens-Illinois Hourly Retirement Plan and in part from the Brockway Mould, Inc. Pension Plan.

Sincerely,

Eugene Garczewski  
Manager  
Human Resources & Safety

cp  
cc: Mr. J.D. Frechette, GCIRC Spokesman

# PENN MOULD INDUSTRIES, INC.

August 7, 1996

Mr. Lawrence Bankowski, National President  
American Flint Glass Workers Union  
1440 South Byrne Road  
Toledo, OH 43614

## Re: Hourly Pension Plan

Dear Mr. Bankowski:

This is to describe the pension benefit applicable to AFGWU employees of Penn Mould Industries, Inc. who are members of Local #142 and who participated in the Ball Foster Glass Container Hourly Employee's Pension Plan immediately before joining Penn Mould Industries, Inc. on July 1, 1996.

Penn Mould Industries, Inc. assumes responsibility for all benefit years of service credited to Ball InCon employees per letter dated July 19, 1993.

This means that actual pension payments for Metropack service prior to April 1, 1980, are the continuing responsibility of Kraft and neither the Ball Foster Corporation nor Penn Mould Industries, Inc. plan assumes responsibility for pension payments covering that Metropack service except for benefit increases occurring after April 1, 1980.

This letter in addition to the July 19, 1993, letter should fully describe the treatment of credited service for employees of Penn Mould Industries, Inc. who have been continuously employed by Metropack, Ball, and Penn Mould Industries, Inc.

Sincerely,

Gene Garzewski  
Manager Human Resources

GC/klm

**United Steel, Paper and Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial and Service Workers  
International Union, AFL-CIO, CLC**

On behalf of itself as the USW Flint/Glass Industry  
Conference and as agent for and on behalf of its local unions  
herein listed:

By: Timothy Tuttle  
Chairman

Jack Gettys  
Staff Representative

James P. Watt  
Staff Representative

**MOLD MAKING EXECUTIVE BOARD:**

By: Fred E. Barefield, Chairman  
Carl E. DeLong, Secretary  
James Amstutz  
Darrin Bosco  
Michael J. Emmert  
Ignacio "Sonny" Flores, Jr.  
Michael W. Grdinic  
A. Larry Grimes  
James M. Jardine  
Richard "Dick" Scaramelli  
L. Wayne Stewart  
Jerry Stocum

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL**

On behalf of itself and as agent for and on behalf of the Companies  
represented on its negotiation committee for those plants herein listed:

By: David E. McCormick  
Spokesman

**GLASS CONTAINER INDUSTRIAL  
RELATIONS COUNCIL  
Management Representatives**

**OWENS-BROCKWAY GLASS CONTAINER, INC.**

Al Baker  
Sham McMackin  
Renee Ellis

**BROCKWAY MOULD, INC.**

Mark Ross  
Wayne Cimino  
George Bowyer

**OMCO MOULD, INC.**

Mark Ross  
Wayne Cimino  
George Bowyer

**PENN MOULD INDUSTRIES, INC.**

Mark Ross  
Wayne Cimino  
George Bowyer

**ROSS MOULD, INC.**

Mark Ross  
Wayne Cimino  
George Bowyer

**GCIRC STAFF**

David E. McCormick  
Steve Stanford  
Laura Nemire



**MEMBER COMPANIES,  
PLANT LOCATIONS  
AND LOCAL UNIONS UNDER  
USW FLINT GLASS INDUSTRY  
CONFERENCE GCIRC CONTRACT 2005-2008**

Owens-Brockway Glass Container, Inc.  
One SeaGate  
Toledo, Ohio 43666

Atlanta, GA	6
Charlotte, MI	110T
Clarion, PA	100
Crenshaw, PA	71
Danville, VA	78
Lapel, IN	81T
Los Angeles, CA	139T.01
Muskogee, OK	120
Oakland, CA	66.01
Portland, OR	330.04
Streator, IL	85
Toano, VA	64
Tracy, CA	18
Waco, TX	37T
Winston-Salem, NC	45T
Zanesville, OH	121T.01

Brockway Mould, Inc.  
RR #2, Box 216M  
Brockport, Pennsylvania 15823

Brockport, PA - 71

OMCO Mould, Inc.  
One Omco Square  
Winchester, Indiana 47394

Winchester, IN 112

Penn Mould Industries, Inc.  
1660 Jefferson Avenue  
Washington, Pennsylvania 15301

Washington, PA 142

Ross Mould, Inc.  
259 South College Street  
Washington, Pennsylvania 15301

Washington, PA 146T

## NOTES



Paper made by USW union members  
Typeset at USW Print Shop  
Nashville, Tennessee  
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