

2363

UNION SHOP 5,000 re
CONTRACT
(Production and Maintenance Dept.)

between

**OWENS-BROCKWAY GLASS CONTAINER
INC.**



and



**GLASS, MOLDERS, POTTERY,
PLASTICS & ALLIED WORKERS
INTERNATIONAL UNION**

AFL-CIO, CLC

2005

Sarasota, Florida

**EFFECTIVE - April 1, 2005
EXPIRES - March 31, 2008**

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PLEDGE TO THE FLAG

"I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands - one nation under God, indivisible, with liberty and justice for all."

Dedication

This Contract is dedicated to all military personnel and especially to GMP Members, OI Employees and their respective families who have served and are serving the United States of America as members of our Nation's Armed Forces. For those currently serving, we wish them well and look forward to their safe and quick return to home and country.

This Contract is also dedicated to the memory of Rob Martini, who passed away shortly after the 2002 bargaining conference at far too early an age. He started his 30+ year career with Brockway Glass and spent all of it in labor relations. He participated in ten bargaining conferences with the GMP, starting in 1974. His patience, integrity and honesty were on display every day in his dealings with the GMP and its members.

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PREAMBLE

The intent and purpose of this Union Shop Contract is to maintain and further harmonious labor-management relations upon a constructive and sound foundation. This foundation has as its cornerstone full acceptance and recognition of the obligations and rights of both parties. This foundation embraces a true spirit of full cooperation with both parties working together so that full and prosperous employment can continue and from which will emanate a healthy and prosperous industry.

Introductory Paragraph

This Contract entered into this **26th** day of **March, 2005**, by and between the Glass, Molders, Pottery, Plastics & Allied Workers International Union (AFL-CIO, CLC), on behalf of itself as the International Union and as agent for and on behalf of its Local Unions covered by this Contract (hereafter referred to as the "Union"), and Owens-Brockway Glass Container Inc. (hereafter referred to as the "Company"), is hereby approved and accepted by the joint conference of the Union and the Company at their conference concluded this **26th** day of **March, 2005**, and is a Union Shop Contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees described in this Contract in accordance with existing Federal statutes.

ARTICLE 1

Union Recognition and Jurisdiction

Section 1. The Company recognizes the Union as the sole collective bargaining agent for all hourly-rated production and maintenance employees, including warehousemen, in the plants and warehouses listed at the end of this Contract, except employees on jobs presently covered by the Owens-Brockway Automatic Machine Department Contract, contracts with other unions, salaried supervisors, office clerical workers, first-aid personnel, professional personnel, draftsmen, guards, watchmen, employees excluded by law and by prior contracts in effect with the Company. The classifications, rate groups, progression rates and rates of pay under the jurisdiction of this Contract shall be listed and shall be part of this Contract and shall be referred to as Schedule "A" and shall be included in the printed Contract. Where the pronoun he, his or him appears in this Contract, such word shall include both male and female employees unless the meaning is clearly and specifically to the contrary.

It is further agreed that any group of employees who are employed in any glass container plant or glass container warehouse in any state or territory by the Company covered by this Contract, which glass container plant or glass container warehouse was not in existence or owned or controlled by the Company on the effective date of this Contract and who comprise an appropriate bargaining unit and for whom the Union becomes the recognized or certified bargaining agent shall automatically be included and covered by this Contract and shall be made a party hereto as of the date of such recognition or certification.

Section 2. It shall be a condition of employment that all employees covered by this Contract who are members of the Union in good standing on the effective date or the execution date of this Contract, whichever is later, shall remain members in good standing and those who are not members on such date shall, on the thirtieth (30th) calendar day following the effective date or the execution date of this Contract, whichever is later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Contract and hired on or after its effective date or the execution date, whichever is later, shall, on the thirtieth (30th) calendar date following the beginning of such employment, become and remain members in good standing in the Union. The foregoing shall be applied in accordance with the provisions of Section 8(a)(3) of the Labor-Management Relations Act of 1947, as amended.

Section 3. In states where by law employees may not be required to become a member 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 the Company against claims made against it as a result of the application of this Article.

Section 4. Salaried trainees for jobs not covered by this Contract assigned to jobs covered by Section 1 of this Article shall not be required to join or maintain Union membership as in Section 2 of this Article so long as they do not displace a regular employee.

Section 5. When any new employee is hired, the Company will notify the Local Union and the appropriate Shop Steward, within three (3) days after the employee has started to work.

Section 6. When there are different provisions applicable only to former O-I East, O-I West, and Brockway locations (P&M) then those provisions will be noted as such.

Section 7. In the event, GMP International Union has any organizing campaign involving any group of employees who are employed in any glass container plant of Owens-Brockway Glass Container Inc., the Company agrees to maintain a neutral position. No supervisors, managers or agents of the Company will take a position in organizing campaigns in opposition to representation by the Union.

If the Union claims majority status, the Company shall agree to a count of authorization cards to be conducted by any arbitrator regularly employed by the parties in that geographical area. Upon certification from the arbitrator that a majority of the workers have signed authorization cards, the Company agrees to recognize the Union.

Disputes concerning the scope of the unit, placement, voter eligibility or improper conduct by either party shall be decided by the arbitrator. He shall be empowered to order a remedy for any breach of neutrality or other misconduct.

ARTICLE 2

Duration and Changes

Section 1. This Contract shall become effective April 1, 2005, and remain in full force and effect through March 31, 2008.

Section 2. If changes are desired by either party, notice and changes shall be given to the other party sixty (60) days prior to the expiration date of this Contract.

Section 3. The parties shall hold a conference at least thirty (30) days prior to the expiration date of this Contract and at a mutually agreeable time and place.

ARTICLE 3

Union Rights

Section 1. The Company agrees that, subject to the provisions of this Contract, the Union shall at all times be free to exercise its rights to advance the best interest of and fully protect its members in the exercise of their full freedom to engage in activities on behalf of the Union and that no member of the Union shall be restrained or coerced or discriminated against, in any manner, because of his membership in and for activities on behalf of the Union or its constituent Local Unions.

Section 2. The Business Committee and/or Shop Steward and/or officers during working hours, or off-shift officers during other hours, shall be permitted to conduct legitimate business dealing with union-management matters, after first notifying management. Supervision shall, as promptly as possible, grant permission to leave their work for such purposes. This privilege shall be exercised reasonably. Local Unions shall submit a list of

the names of Shop Stewards and members of the Business Committee to the Company.

No Local Union Officer, Committeeman, or Steward shall be intimidated or disciplined for the legitimate and reasonable exercise of his rights under this Article.

Section 3. The accredited International Representative of the Union shall, after first advising plant management of such visit and its purpose, be granted the right to visit the plants in matters pertaining to complaints and/or grievances arising out of questions concerning the application or interpretation of this Contract.

Section 4. The Company shall provide and maintain an appropriate number of glass enclosed bulletin boards in each plant for the exclusive use of the Union or its Local Union. Only items of Union business signed by an officer of the Union or its Local Union may be posted. When requested, each plant will also provide secured space for a file cabinet to be used by the Local Union's officers.

Section 5. When an employee is called to full-time duty by the Local Union, International Union, public office, or State or Federal or AFL-CIO, he shall be granted leave of absence up to five (5) years, and must renew his leave of absence each of these five (5) years with the Plant Manager. Upon termination of such 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.

Section 6. When a meeting is held at which disciplinary action is going to be given to an employee and a written record of that action is going to be placed in his personnel file as formal discipline, he shall, if he so requests, have a Shop Steward present at the meeting.

An employee may decline representation of a Shop Steward if such action is in writing.

Section 7. An employee working full time for the Local Union shall accrue seniority for the purpose of promotion and layoff, and Company service for the purpose of vacations and pensions and shall be covered by all insurance benefits as outlined in the Company's Insurance Program. Insurance premiums and vacation pay will be borne by the Local Union during an employee's term of office. Service for pension purpose will be credited at the time the employee returns to work for the Company unless such return to work is prevented by death or disability.

Section 8. Local Plant Management and the Local Union Business Committee will meet each month to discuss matters of mutual concern. This meeting will not serve to circumvent the Grievance Procedure.

Section 9. The Company shall not agree to any settlement of an issue relating to the Contract which could create a procedure, practice, or custom without the approval by the Business Committee of the Local Union.

ARTICLE 4

Hiring, Quitting and Discharging

Section 1. The right of the Company to hire and to discipline/discharge employees for just cause is hereby acknowledged. Discharges shall be in accordance with the provisions of Section 3 of this Article. In the event the Company is unable to secure employees for the jobs covered by this Contract, the Company shall request the International Union's Research and Education Department to recommend employees in the classification needed.

Section 2. Any employee under the jurisdiction of this Contract who desires to quit work should give five (5) working days' prior notice to his employer and should continue working in accordance with the factory schedule during said notice period.

Section 3. No employee shall be summarily discharged. In all cases in which the Company concludes that an employee's conduct may justify discharge, he shall be suspended initially for not more than three (3) working days. The Shop Steward and Local Union President shall be promptly notified in writing. During such suspension period, the Company will meet with the Local Union and review the facts of the case. At the end of the suspension period, the Company shall notify the Local Union President in writing of its final action and the grievance procedure can be invoked immediately. The Local Union shall have the option of immediately processing the grievance in accordance with Step 3 of the Grievance Procedure. This section shall not be used for any other purposes.

Section 4. Upon any discharge under this Article, the Shop Steward and Local Union President shall be promptly notified, and not later than twenty-four (24) hours.

ARTICLE 5

Check-Off

Section 1. The Company shall check off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct each week such dues in the amounts certified to the Company by the Secretary-Treasurer of the International Union and once each month send to the International Union and the Local

Union their respective shares as certified by the Secretary-Treasurer of the International Union, and will supply the International Secretary-Treasurer of the Union and the Financial Secretary of each Local Union a list of all members, with their addresses and Social Security numbers, who have had their dues deducted in the regular dues deduction period. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article. The check-off list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such submissions. The payment of dues shall be by electronic transfer. Each local union covered by this agreement will have the option of receiving the check-off list and/or payment of dues in the same electronic format.

Section 2. New employees may sign check-off authorization and application blanks upon receiving employment. After thirty (30) calendar days the Company shall then process each new employee in accordance with the first section of this Article. The International Union shall supply the Company with all necessary forms.

Section 3. The Company shall check off Political Action Committee (PAC) contributions on presentation of PAC check off authority signed by the employee. The Company will make such PAC deductions weekly in the amount authorized by the employee on the PAC check off authorization form. The Company will then, once each month, send to the Secretary-Treasurer of the International Union and to the Financial Secretary of the Local Union their respective shares as designated on the employee's PAC check off authorization form. The Company will, at the time the monthly remittance is made, furnish to the International Union and the Local

Union a list of the employees who have made contributions for the month and the amount of the contribution made. The International Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

ARTICLE 6

Membership List

Section 1. Each employee shall be responsible for furnishing to the personnel office of his employer and to the Recording Secretary of the Local Union, his mailing address, Social Security number, and a telephone number at which he can be reached, and shall likewise furnish changes in his mailing address and telephone number. Such mailing address and telephone number may be used by his employer in giving any notice to the employee which might be required under any of the Articles of this Contract. The Company shall not later than the first day of each month furnish the Secretary-Treasurer of the International Union and each Local Union involved with a current and corrected list of the names and addresses of employees coming under the jurisdiction of this Contract. Such list shall also be made available in an electronic format. The International Union and the Company will determine the proper format for such electronic list. Each local union covered by this agreement will have the option of receiving the list in the same electronic format.

Section 2. The Company will provide the Local Union, each week, with a list of all employees covered by this Contract, who have, in such week, terminated their employment with the Company. The Company will provide the Local Union, each month, with a list of employees who are receiving weekly disability benefits.

ARTICLE 7
Seniority
Former O-I East

Seniority

Section 1. Seniority will commence from date of the employee's first day of work but will not be effective until the thirtieth (30th) day after employment and will accumulate during his course of employment. In the event two (2) or more employees are hired on the same day, the Local Union and plant management shall meet and agree upon procedures for determining the respective seniority of such employees.

Section 2. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in his prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period.

Section 3. An employee's adjusted employment date on April 1, 1977 (West-April 1, 1974), shall be used for purposes of promotions, demotions, layoffs and recalls; for vacations and pensions, the appropriate other provisions of this Contract will govern. No additional adjustments to this date, except as either previously so adjusted or as specifically provided in this Contract, will be made thereafter.

Job Bidding

Section 4. All bargaining unit vacancies that are to be filled listed in Schedule "A" or new jobs shall be posted plant wide on bulletin boards for five (5) operating days. All employees shall have the opportunity to bid for posted jobs. Said jobs shall be filled on the basis of plant seniority plus ability. The person who is awarded a job bid will be placed on the job or will be paid the rate of the job not later than fifteen (15) days following the day of the award. For purposes of insurance and pension benefits, the successful bidder will also be placed in the proper labor grade within fifteen (15) days following the day of the award. The successful bidder will be notified of the award within five (5) days after the posting is taken down. The Local Union and plant management shall meet and agree upon procedures for posting for all jobs. Job postings will contain the specific shift, days, number of jobs, and department. When placement cannot be made within fifteen (15) days, the Company will contact the Local Union and explain the reason for the delay.

Section 5. Temporary vacancies of less than thirty (30) calendar days, or those resulting from illness of less than sixty (60) calendar days, need not be posted. Temporary vacancies will be filled giving seniority preference if the employee has the ability to perform the work required of the job. Temporary job vacancies are not to be used to train junior employees for permanent job vacancies. Temporary job postings shall state that they are temporary and the reason for being temporary.

Section 6. Employees may bid down or laterally for health reasons, or to a day job, or for experience or training necessary for eventual advancement to a job paying a higher base hourly wage rate, or to a job that does not regularly follow a rotating shift schedule, or for

other good reason, or upon agreement between the Company and the Union.

Section 7. An employee who is awarded a job shall be given a reasonable trial period to include familiarization training, evaluation, and counseling for up to ninety (90) days to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee will be returned to his former job.

Transfer

Section 8.

- (a) An employee who is transferred by bid or otherwise from one (1) department to another on a permanent basis, or is promoted at the Company's request, may resume his old job in the event of failure on the job provided his seniority entitles him to do so; otherwise, he will resume other jobs in the order (moving down from the highest to the lowest) that he previously held in that department provided his seniority entitles him to do so.
- (b) If transferred back within six (6) months after the transfer referred to in section (a) at his own request, he may also resume his last job in his previous department with prior seniority maintained, but will forego any promotions he might have received on previous employment in that department. This will also apply to transfers and promotions in the same department. The employee who had replaced the transferred back employee will be returned to his previous department, job and shift.

Section 9. When an employee is transferred from one (1) department to another on a temporary basis, he continues to accumulate seniority in his original department during the period of such temporary transfer. Temporary transfers will not exceed one hundred and eighty (180) days and will not be made or continued if the hours of other workers in the department transferred to are reduced to less than forty (40) hours per week or less than thirty-six (36) hours per week during period when the department might be working on a regularly scheduled thirty-six (36) hour week, holidays and necessary shutdowns excepted.

Section 10. When a job is transferred from one department to another, the person holding such job shall have the option of being transferred to the new department and shall carry all his accumulated seniority with him. This shall not apply when a job is eliminated and/or the duties combined with other jobs.

Section 11. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract may be returned by the Company to an entry level job under this Contract without loss of seniority already earned. Such employee shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit, except where such transfer is between bargaining units represented by the Union.

Section 12. Any employee who might, through sickness or injury become unable to perform his or her duties, may be transferred to any other department on duties suitable to his condition in line with his or her seniority.

Section 13. When an employee is transferred to another plant covered by this Multiple Plant Agreement,

Company service in the plant transferred from will be effective in the plant transferred to. In case of a transfer back by the same person, the Company service of both plants will be effective unless there is a termination or voluntary quit on the record.

An employee who is transferred by the Company to another of its plants or rehired within three (3) months of termination of the Company's plant or at another of its plants covered by this Contract, shall carry his years of service accumulated in the previous plant to the plant transferred to or rehired at for the purpose of vacation, pension and other continuous service benefits. However, the employee will start a new seniority date for the purpose of promotion.

Layoff-Reduction

Section 14. In the event of reduction of working forces for any reason, if his seniority in his present department does not protect him, he will be transferred to his former job in his previous department provided his seniority entitles him to do so; otherwise, he will be transferred to other jobs in the order (moving down from the highest to the lowest) that he previously held in that department provided his seniority entitles him to do so.

In the event one or more employees are using plant seniority as departmental seniority for purposes of promotion, demotion, transfer, reassignment or layoff, plant seniority with the Company shall be the controlling measure of seniority for all persons bidding and otherwise eligible.

In the reduction of the working forces, out of the plant, plant seniority shall govern, providing the remaining employees are qualified to perform the

available work. Recall will be on the basis of plant seniority. In all cases the employee must be qualified and the Company shall be the judge of the employee's qualifications. If the Company deems an individual not qualified, explanation will be made to the Union committee five (5) working days prior to the layoff with the understanding that the disqualification is subject to the regular grievance procedure.

This section shall not apply in the case of a temporary reduction of the working forces of five (5) working days or less. In those cases, the reduction in the working forces and layoffs shall take place on the basis of department seniority by shifts within each department.

During a curtailment of the work force in the Maintenance Department, apprentices shall be laid off first before journeymen. However, when an apprentice obtains six-thousand (6000) OJT hours within the Apprenticeship Program, he shall be able to exercise seniority to displace a journeyman hired after the commencement of the apprentice's training, if the journeyman was hired from outside the plant.

If the Company decides to layoff an employee, the Company must give the same notice in writing or pay the employee five (5) days' wages, except in cases of disaster, fire, explosion, etc. This does not apply to layoffs or furloughs beyond the control of management.

Section 15. Any employee who is laid off due to the reduction of the working forces shall leave his address with the Plant Personnel Department, and this information will be available to Local Union Officers. Upon request, such a laid off employee will be given consideration for employment at another plant covered by this contract.

Section 16. An employee will have recall rights during a continuous layoff for a period of five (5) years. If an employee has not been recalled at the conclusion of such period, his seniority and recall rights will then be cancelled, and his employment will then be considered to have been terminated for all purposes. The only exception to this rule is with respect to an employee on sick leave due to an occupational injury for which the employee is drawing compensation. Such sick leave is not cancelled if a layoff occurs in the plant and the employee will continue to accumulate seniority until physically able to return to work, at which time his layoff will be effective.

Section 17. An employee on layoff who fails to report for work within ten (10) calendar days after being notified will be considered as a voluntary quit and this will cancel all seniority and re-employment rights unless the Company has been notified and has agreed to an extension of time. If extension is granted, the Local Union will be notified. The Company agrees to notify by certified letter those persons they are unable to contact and the Union will be informed when notification is sent.

Section 18. In the event of a layoff in a plant affecting an employee who is on sick leave, or on leave of absence, his sick leave or leave of absence is cancelled as of the date of his layoff, and his seniority will be figured just as though he had not been on leave.

Accumulation and Loss

Section 19. Seniority accumulates while employee is absent for sickness or injury or occupational illness or occupational injury providing he returns to his job as soon as he is able to work.

Section 20. An employee absent from work for seven (7) consecutive days without notifying the Company will be considered a voluntary quit and will cancel all previous seniority

Section 21. Seniority of an employee who is discharged or quits for any reason shall cease as of that date.

General

Section 22. Employees rehired by the Company or having previous job experience in the job for which they have been hired or rehired shall receive a rate for the job for which they have been hired or rehired which is commensurate with their experience and qualifications.

Section 23. The Company shall supply the Local Union with an up-to-date seniority list on a monthly basis.

Section 24. Senior employees may volunteer for layoff in cases of reduced activity for extended periods of time or furnace repairs as long as employees with the necessary experience and qualifications to maintain production are on the payroll and available for work. In these instances of curtailment, such employees must volunteer for the duration of the curtailment or thirty (30) days, whichever is less. Following such thirty (30) day period, the employee may return to work after he has given the Company seven (7) calendar days' notice of his desire to do so. The Company will recall such employee in line with seniority at the conclusion of the curtailment. It is understood that the Company may recall an employee on voluntary layoff at any time he is needed due to the lack of sufficient employees with the necessary experience and qualifications to maintain production.

Section 25. Any employee on leave of absence or vacation who desires to be considered for any permanent vacancy must complete a bid form and submit such form to the personnel office to be considered for such bid. The Shop Steward may also complete such bid form for the employee. Such employee must be able to return to work within fifteen (15) days from the date of the award.

Former O-I West

Section 1. For the purpose of this Contract, the length of continuous service for any employee shall mean the total length of the period or periods of his active service with the employer unless such service shall be broken by one or more of the following events, in which case such service shall be measured by the length of the period or periods of his active service subsequent to the last such break in service:

- (a) Voluntary resignation from the Company.
- (b) Discharge by the Company.
- (c) Failure while on layoff to return to work within ten (10) days after notification of recall by the Company by certified mail (return receipt requested) or telegram addressed to him at the last address filed by him with the employer.
- (d) Absence for any reason other than a layoff for more than twenty-four (24) months unless renewed. Such renewal shall not be unreasonably withheld.
- (e) An employee on continuous layoff for a period of five years.

- (f) Failure of any employee to return to work at the expiration date of an authorized leave of absence.

An employee shall lose his seniority, and his employment with the Company shall be severed, in the event of the occurrence of any of the foregoing events.

Section 2. Plant seniority plus ability shall govern in cases of promotion.

Section 3. An employee who is awarded a job shall be given a reasonable trial period to include familiarization training, evaluation, and counseling for up to ninety (90) days to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee shall be returned to his former job. An employee on the job in excess of ninety (90) days relinquishes his rights to his former job.

Section 4. All existing job posting rules shall remain in effect for the duration of this Contract unless changed by mutual agreement between the Local Union and the Company. The Local Union and the plant management shall meet and agree upon procedures to be used for posting of all jobs except all vacancies of less than thirty (30) working days, those resulting from furnace repairs or those resulting from illness of less than sixty (60) days. Temporary job vacancies are not to be used to train junior employees for permanent job vacancies.

In cases of furnace rebuild or repairs of thirty (30) days or more, temporary Leadmen jobs will be granted in accordance with local job posting procedures.

Section 5. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract may be returned by the Company to an entry level job under this Contract without loss of seniority already earned. Such employee shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit, except where such transfer is between bargaining units represented by the Union.

Section 6. In the event of a reduction in the working force for a period longer than five (5) days, the Company will determine the number of jobs to be reduced; and the number of employees with the least plant seniority will be laid off. In the event of layoffs due to planned curtailment, management shall notify the Business Committee as soon as possible after it knows of the proposed layoff and shall discuss such layoff with them. Employees whose jobs are not required but who are not subject to layoff will be reassigned to jobs vacated by layoff providing they are qualified to perform the work. Recall will be on the basis of plant seniority. In the event of transfers between departments and layoffs within departments, the plant seniority of employees and the procedure of layoffs and recall shall be established in a manner determined locally between the plant management and the Local Union.

This Section shall not apply in the case of a temporary reduction of the working forces of five (5) working days or less. In those cases the reduction in the working forces and layoffs shall take place on the basis of department seniority by shifts within the department.

During a curtailment of the work force in the Maintenance Department, apprentices shall be laid off first before journeymen. However, when an apprentice obtains six-thousand (6000) OJT hours within the Apprenticeship Program, he shall be able to exercise

seniority to displace a journeyman hired after the commencement of the apprentice's training, if the journeyman was hired from outside the plant.

If the Company decides to layoff an employee, the Company must give the same notice in writing or pay the employee five (5) days' wages except in cases of disaster, fire, explosion, etc. This does not apply to layoffs or furloughs beyond the control of management.

Section 7. In the event that any job is eliminated as a result of the installation of additional machinery or a change in the manufacturing process, the Company shall give the employee who held the job the opportunity to transfer to some other job in the production and maintenance departments held by a man junior to him in the order of plant seniority. Any employee so displaced shall have the first opportunity to fill a vacancy within the department from which he was displaced. Any employee displaced as a result of this transfer shall have the same rights in turn.

Section 8. Employees rehired by the Company, having previous job experience in the job for which they have been rehired shall at the completion of their probationary period, be slotted into the rate progression at the same point they were at the time of termination.

Section 9. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any such new employee severed by the

Company before the conclusion of his probationary period shall, upon rehire be credited with all the days worked in his prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period. This probationary time shall be counted for seniority purposes.

Section 10. An employee who is transferred by the Company to another of its plants or rehired within three (3) months of termination at the Company's plant or at another of its plants covered by this Contract, shall carry his years of service accumulated in the previous plant to the plant transferred to or rehired at for the purpose of vacation, pension and other continuous service benefits. However, the employee will start a new seniority date for the purpose of promotion.

Section 11. Application of the provisions of this Article 7 is subject to Article 38, Separability, and Article 26, Grievance Procedure.

Section 12. Employees may bid down or laterally for health reasons, or to a day job, or for experience or training necessary for eventual advancement to a job paying a higher base hourly wage rate, or to a job that does not regularly follow a rotating shift schedule, or for other good reason, or upon agreement between the Company and the Union.

Section 13. The person who is awarded a job bid will be placed on the job or will be paid the rate of the job not later than fifteen (15) days following the day of the award. For purposes of insurance and pension benefits, the successful bidder will also be placed in the proper labor grade within fifteen (15) days following the day of award. The successful bidder will be notified of the award within five (5) days after the posting is taken down.

When placement cannot be made within fifteen (15) days, the Industrial Relations Director or designated representative will contact the Local Union and explain the reason for the delay.

Section 14. Seniority and service for absence due to layoff, occupational or non-occupational sickness or injury, pregnancy, or Military Leave, will be handled as follows:

- (a) For employees hired after April 1, 1974, seniority and Company service will be dated from date of hire and will not be adjusted as long as he remains in the employ of the Company.
- (b) For employees hired prior to April 1, 1974, seniority and Company service will be dated from their adjusted seniority and service dates as of April 1, 1974.
- (c) For employees terminated and subsequently rehired, seniority shall be dated from date of rehire, and Company service will be adjusted in accordance with restoration of service provisions of this Contract.
- (d) A personal leave of absence will be subject to adjustment for that period of time in excess of ninety (90) days.

Section 15. Senior employees may volunteer for layoff in cases of reduced activity for extended periods of time or furnace repairs as long as employees with the necessary experience and qualifications to maintain production are on the payroll and available for work. In these instances of curtailment, such employees must volunteer for the duration of the curtailment or thirty (30)

days, whichever is less. Following such thirty (30) day period, the employee may return to work after he has given the Company seven (7) calendar days' notice of his desire to do so. The Company will recall such employee in line with seniority at the conclusion of the curtailment. It is understood that the Company may recall an employee on voluntary layoff at any time he is needed due to the lack of sufficient employees with the necessary experience and qualifications to maintain production.

Section 16. Any employee on leave of absence or vacation who desires to be considered for any permanent vacancy must complete a bid form and submit such form to the personnel office to be considered for such vacancy. The Shop Steward may also complete such bid form for the employee. Such employee must be able to return to work within fifteen (15) days from the date of the award of the bid.

Former Brockway

Section 1. Seniority will commence from date of the employee's first day of work but will not be effective until the thirtieth (30th) day after employment and will accumulate during his course of employment as prescribed in the following regulations:

- (a) Seniority of an employee who is discharged or quits for any reason shall cease as of that date.
- (b) An employee absent from work for seven (7) consecutive calendar days without notifying the Company will be considered as a voluntary quit and will cancel all previous seniority.
- (c) An employee on layoff who fails to report for work within ten (10) calendar days after being

notified will be considered as a voluntary quit and this will cancel all seniority and re-employment rights unless the Company has been notified and has agreed to an extension of time. If extension is granted, the Local Union will be notified. The Company agrees to notify by registered letter those persons they are unable to contact by telephone, and the Union will be informed when notification is sent.

- (d) Seniority accumulates while an employee is absent for sickness or injury provided he returns to his job as soon as he is able to work.
- (e) A layoff of sixty (60) months will not be considered a termination and will not cancel seniority and re-employment rights. A layoff of longer than sixty (60) months will be considered as a termination and will cancel such seniority and re-employment rights.
- (f) If two (2) or more employees start to work on the same day, their position on the seniority list will be determined by the shift on which they start. If two (2) or more employees start to work on the same day and the same shift, their position on the seniority list will be determined by the alphabetical arrangement of their last name.

Section 2. The first thirty (30) calendar days from the date of hire of a new employee shall be considered his probationary period, and retention as an employee shall be entirely within the discretion of the Company. An additional thirty (30) calendar day probationary period will be granted when requested by the Company if the Local Union involved agrees to an extension. Any discharge during this probationary period is not a subject for grievance. Any

such new employee severed by the Company before the conclusion of his probationary period shall, upon rehire, be credited with all the days worked in his prior probationary periods within one (1) year prior to such rehire toward the completion of his probationary period.

Section 3. Employees rehired by the Company or having previous job experience in the job for which they have been hired, shall not later than the completion of their probation period, receive a rate not to exceed the qualified rate for the job, which is commensurate with their experience and qualifications.

Section 4. Permanent vacancies or new jobs shall be posted for a period of eight (8) calendar days. Any employee desiring consideration must signify their desire by filing an application for the vacancy in writing with the Company within such posting time. Plant seniority plus ability shall govern. The employee with the most plant seniority who has filed an application in writing within the posting time with the Personnel Department, shall be offered the job, provided he has the ability to perform the job. The person who is awarded a job bid will be placed on the job or will be paid the rate of the job not later than fifteen (15) days following the day of the award. The successful bidder will be notified of the award within five (5) days after the posting is taken down. The Plant Management and Local Union will meet and agree upon procedures for the posting of all jobs.

Any employee on leave of absence or vacation who desires to be considered for any permanent vacancy must complete a bid form and submit such form to the personnel office to be considered for such vacancy. The Shop Steward may also complete such bid form for the employee. Such employee must be able to return to work within fifteen (15) days from the date of the award.

Section 5. Temporary vacancies of less than thirty (30) working days or those resulting from illness or vacation need not be posted but will be filled giving seniority preference if the employee has the ability to perform the work required of the job. Temporary job vacancies are not to be used to train junior employees for permanent job vacancies. Temporary vacancies may be extended by agreement between the Local Union and the Company. Temporary job postings shall state that they are temporary and the reason for being temporary.

Section 6. Employees may bid down or laterally for health reasons, or to a day job, or for experience or training necessary for eventual advancement to a job paying a higher base hourly wage rate, or to a job that does not regularly follow a rotating shift schedule, or for other good reason, or upon agreement between the Company and the Union. One-half of the Labor Crew will be designated as General Laborers in the Maintenance Department and these jobs will be bid (this will include General Laborers assigned to the Maintenance Department).

- (a) No employee will be required to take a permanent promotion or higher rated job against his or her desires, except in accordance with an agreed to bonafide progression schedule. Permanent assignments shall be on the basis of seniority plus ability.

Section 7. An employee who is awarded a job shall be given a reasonable trial period to include familiarization training, evaluation, and counseling for up to ninety (90) days to demonstrate his ability to perform the work required by the job. If such employee cannot perform the work in a satisfactory manner, such employee will be returned to his former job.

- (a) Following a permanent promotion, the employee promoted will have fifteen (15) working days to determine if he wishes to remain on the new job and may, during this fifteen (15) day period, return to his former job classification.

Section 8.

- (a) In the event of a reduction of working forces within a department for any reason, department seniority, as defined in Section 14, will prevail. If the employee's seniority in his or her present department does not protect them, then such employee displaced shall have the right to exercise their plant seniority, in accordance with local practices, to displace the least senior employee in the department they are placed, or if seniority permitting, will be transferred to his or her old department with the seniority that he or she had earned in that department prior to his or her transfer.
- (b) Individuals from other Local Unions, or units covered by separate contracts under the Glass, Molders, Pottery, Plastics & Allied Workers International Union will be entitled to exercise seniority already earned under the jurisdiction of this Contract to displace the least senior employee in the department they are placed. Present practices at the plant will prevail.
- (c) When an employee is transferred from one department to another on a temporary basis, he continues to accumulate seniority in his original department during the period of such temporary transfer. Temporary transfers will not exceed one hundred and eighty (180) days and will not be

made or continue if the hours of other workers in the department transferred to are reduced to less than forty (40) hours per week or less than thirty-six (36) hours per week during period when the department might be working on a regularly scheduled thirty-six (36) hour week, holidays and necessary shutdowns excepted.

- (d) In the reduction of the working forces, out of the plant, plant seniority shall govern, providing the remaining employees are qualified to perform the available work. Recall will be on the basis of plant seniority. The Company will post notice in advance of predictable curtailments in production for extended periods of time and tank rebuilds. Those employees who it can be predicted with reasonable assurance will be laid off will be given five (5) days' notice of such layoff. Other employees will be given notice of layoff as soon as is practicable.

Temporary reduction of the working forces of twenty-four (24) hours or less, the reduction in the working forces and layoff shall take place on the basis of department seniority by shifts within each department.

During a curtailment of the work force in the Maintenance Department, apprentices shall be laid off first before journeymen. However, when an apprentice obtains six-thousand (6000) OJT hours within the Apprenticeship Program, he shall be able to exercise seniority to displace a journeyman hired after the commencement of the apprentice's training, if the journeyman was hired from outside the plant.

Section 9. When a job is transferred from one department to another, the person holding such job shall

have the option of being transferred to the new department and shall carry all his accumulated seniority with him. This shall not apply when a job is eliminated and/or the duties combined with other jobs.

Section 10. Any employee under the jurisdiction of this Contract transferred to a position not under this Contract may be returned by the Company to a job under this Contract without loss of seniority already earned. Such employee shall apply for a withdrawal card within thirty (30) days after leaving the bargaining unit, except where such transfer is between bargaining units represented by the Union.

Section 11. Upon request of the International President of the Union, employees shall be granted a leave of absence to serve the International Union for a period up to one (1) year and renewable yearly thereafter at the request of the International President for a total of five (5) years without loss of seniority accumulated prior to such leave.

Section 12. Existing plant practices concerning the reduction of the work force, layoffs, transfers between departments and recall to work will remain in effect for the duration of this Contract unless changed by mutual agreement.

Section 13. Existing plant practices concerning laid off employees during tank rebuilds will remain in effect during the term of this Contract unless changed by local agreement.

Section 14. Department seniority shall, in all cases, accrue from the same date as plant seniority.

Section 15. Seniority lists shall be posted in each department at all times; such lists to be corrected on a monthly basis, a copy to be presented to the Local Union.

Section 16. Senior employees may volunteer for layoff in cases of reduced activity for extended periods of time or furnace repairs as long as employees with the necessary experience and qualifications to maintain production are on the payroll and available for work. In these instances of curtailment, such employees must volunteer for the duration of the curtailment or thirty (30) days, whichever is less. Following such thirty (30) day period, the employee may return to work after he has given the Company seven (7) calendar days' notice of his desire to do so. The Company will recall such employee in line with seniority at the conclusion of the curtailment. It is understood that the Company may recall an employee on voluntary layoff at any time he is needed due to the lack of sufficient employees with the necessary experience and qualifications to maintain production.

ARTICLE 8

Transfer of Employee

Section 1. The Company shall notify the International Union and the Local Union ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his regular base rate of pay for an eight (8) hour day for each working day of his regular schedule.

Section 2. Upon the request of the International Union, a representative of the Company shall meet with a representative of the International Union and the Local

Union involved to advise them of the jobs and employees to be eliminated. The Company will advise the International Union and the Local Union at such meeting of job vacancies which may then exist at any of the Company's other plants under the jurisdiction of this Contract.

Section 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. Such an employee will be given preferential consideration for employment. The Company will provide the International Union with a list of persons who express the desire to be considered for employment at other plants and also with a list of such persons who have been either selected or not selected for transfer, or who have requested to have their names removed from the list.

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 and/or at Toledo Office within ninety (90) days prior to the end of the first year following his termination, and for a third year by giving similar notice within ninety (90) days prior to the end of the second year following his termination.

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

Section 4. The Company and the International Union shall, from time to time exchange a list of employees who have been terminated by reason of permanent reductions in the working forces and who are still available for employment setting forth their job training and qualifications.

ARTICLE 9
Premium Pay
Former O-I East and Former Brockway

Section 1. Eight (8) hours shall constitute a normal workday. Forty (40) hours shall constitute a normal work week. However, time and one-half shall be paid after eight (8) hours in any day or forty (40) hours in any one (1) week or, in the event more than eight (8) hours are worked consecutively, for all hours worked after the first eight (8), even though some hours may fall in the next twenty-four (24) hour period or work week. Double time will also be paid for all hours worked over twelve (12) hours during any twenty-four (24) hour period; however, double time will be paid for all hours worked consecutively over twelve (12) hours, even though some hours may fall in the next twenty-four (24) hour period.

For purposes of this Article, the work week will extend from 7:00 a.m. Monday to 7:00 a.m. the following Monday for the former O-I East operations and from 12:01 a.m. Sunday to 12:01 a.m. the following Sunday for the former Brockway operations.

For premium pay purposes, an employee's twenty-four (24) hour period begins when he first starts work after the completion of the previous twenty-four (24) hour period, except that if he is directed by the Company to begin work after the start of his regular shift, his twenty-four (24) hour period shall start at the beginning of that

regular shift. Subsequent twenty-four (24) hour periods in the work week start when the employee next begins work after the completion of the preceding twenty-four (24) hour period, except that an emergency CALL OUT, or unusual or special call-ins or start-ups, will not start a new twenty-four (24) hour period. There is no overlapping of twenty-four (24) hour periods. A twenty-four (24) hour period is exactly twenty-four (24) hours long.

Section 2. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week.

Section 3. No employee, unless released for the day, shall be penalized in pay for any period of time after starting time, except that lunch period on fixed day shifts will not be paid.

Section 4. Work on Sundays shall pay time and one-half except that for work on Easter Sunday, double time shall be paid for time worked for a twenty-four (24) hour period. In no instance will hours worked on Sunday be used to offset hours worked on Monday that may fall within the Sunday twenty-four (24) hour period.

Section 5. On holidays falling Monday through Friday, the holiday hours paid for but not worked and hours paid for jury duty or funeral leave shall count as hours worked for the purpose of figuring overtime.

If an employee works his day or days off and was unable to work the preceding scheduled day or days in his work week due to either funeral leave, jury duty, holiday, holiday shutdown, vacation, or Union business

(as defined during negotiations), he will receive day off premium pay for working such day or days off.

(Former Brockway only) This section and Section 1 do not apply when an employee requests to change shifts, or on a regular shift change due to the plant's operating schedule.

Section 6. The Company recognizes that when an employee has worked his regular day off, such employee shall not be required to take time off during such work week solely to avoid payment of overtime. An employee who works on his regular scheduled day or days off shall be paid time and one-half for all hours worked on such day or days off provided he has worked his preceding five (5) days. In the event any employee's schedule is changed he shall be paid any premium or holiday pay that would have applied to his regular schedule that work week.

The employee's day off shall start at the end of his regular shift and continue until the beginning of the following scheduled shift.

Section 7. The Union recognizes and agrees to continuous operation for the term of this Contract. Any employee who is opposed to working on Sunday or Saturday because of his religious belief shall not be compelled to work on Sunday or Saturday under the continuous operation plan, nor shall he be discriminated against because of such religious beliefs. Any such employee shall notify the personnel office in writing that he does not wish to be scheduled for work on Sundays or Saturdays. Concerted action taken hereunder shall be considered a violation of this Contract.

Employees excused under this Article will be paid at the rate of time and one-half for work performed on their regular scheduled day off.

Section 8. An employee who is transferred for any reason to a higher classified job shall be paid the higher rate for all hours worked on the higher classified job. Any employee placed on a lower rated job shall continue to receive his regular rate for that day.

Section 9. In addition to any holiday pay to which an employee may be entitled, in accordance with the provisions of Section 4 of Article 13, HOLIDAYS, double time shall be paid to all employees for all hours actually worked during the holiday period.

Section 10. All day workers asked to work and who do so after their regular quitting time, and not notified thirty (30) minutes before quitting time, shall receive four (4) hours' pay.

Section 11. All workers called or scheduled to work less than four (4) hours before their regular starting time will be guaranteed four (4) hours of pay exclusive of their regular hours unless he was so notified on his preceding shift to report early.

Section 12. An employee who is unable to work as a result of an injury or occupational illness received while performing the duties required for his job, and who is sent home at the discretion of the medical department, shall receive payment for the 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, provided such care cannot be scheduled at a time other than during the employee's regular shift. Additionally, such payment for time lost should be within a reasonable time frame from the date of injury.

Section 13. The start of the first shift on Monday shall be the start of the work week for day workers in the Maintenance, Machine Repair, Mold Repair and Batch and Furnace Departments. Work on Saturday and Sunday and overtime will be voluntary with the employees of those departments except during furnace repairs or where a production stoppage would result if this work was not done. During these exceptions the Company will have the right to assign qualified personnel and will assign such personnel in reverse order of seniority when qualified personnel are not available or cannot be secured in accordance with Section 17.

Section 14. In any case where an employee is called in to work in an emergency, a rate of time and one-half the base rate will be paid for all hours worked consecutively from the time the employee reports for work, even though some of the hours worked consecutively might fall in the following day. Hours worked under this section shall be used again in computing forty (40) hours overtime.

Section 15. Unless specifically provided for in this Contract as in Sections 5 and 14 of this Article, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Contract.

Section 16. Present practices with regard to day workers volunteering for Saturday or Sunday work and

the pay for such days will remain in effect for the duration of the Contract.

Section 17. Distribution of all premium time for all employees shall be agreed upon between the Local Union and plant management.

Section 18. (Former Brockway only) Starting and quitting time shall be left to the Local Union and the different factory managers.

Section 19. (Former Brockway only) Hours spent in the plant, at the Company's request for the purpose of schooling or training will be considered as hours worked in the computation of Premium Pay.

Section 20. (Former Brockway only) The Company will establish regular work schedules and will not make indiscriminate changes in such schedules. The schedule to which an employee is assigned at the beginning of the work week will not be changed during his work week. This does not apply where an employee is laid off from his regular job or transferred to another job to avoid layoff or transferred to a different shift in accordance with local seniority practices. This does not apply to the Labor Crew.

Former O-I West

Section 1. Eight (8) hours shall constitute a normal work day. Forty (40) hours shall constitute a normal work week. However, time and one-half shall be paid after eight (8) hours in any day or forty (40) hours in any one (1) week or, in the event more than eight (8) hours are worked consecutively, for all hours worked after the first eight (8) even though some hours may fall in the next twenty-four (24) hour period or work week. Double time

will also be paid for all hours worked over twelve (12) hours during any twenty-four (24) hour period; however, double time will be paid for all hours worked consecutively over twelve (12) hours, even though some hours may fall in the next twenty-four (24) hour period. Employees working their day or days off will be paid time and one-half provided they have worked their preceding five (5) days.

The employee's days off shall start at the end of his regular shift and continue until the beginning of the following scheduled shift. The currently recognized and agreed starting and quitting time(s) will continue unless agreed by the parties to this Contract.

On holidays falling Monday through Friday, the holiday hours paid for but not worked and hours paid for jury duty or funeral leave shall count as hours worked for the purpose of figuring overtime. If an employee works his day or days off and was unable to work the preceding scheduled day or days in his work week due to either funeral leave, jury duty, holiday, holiday shutdown, vacation, or Union business (as defined during negotiations), he will receive day off premium pay for working such day or days off.

Section 2. The provisions of the Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week.

Section 3. Work on Sundays shall pay time and one-half except that for work on Easter Sunday, double time shall be paid for a twenty-four (24) hour period. In no instance will hours worked on Sunday be used to offset

hours worked on Monday that may fall within the Sunday twenty-four (24) hour period.

Section 4. In any case where an employee is called in to work in an emergency, a rate of time and one-half the base rate will be paid for all hours worked consecutively from the time the employee reports for work, even though some of the hours worked consecutively might fall in the following day. Hours worked under this Section may be used again in computing forty (40) hour overtime.

Section 5. Unless specifically provided for in this Contract, as in Section 4 of this Article, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Contract.

Section 6. The Company recognizes that when an employee has worked his regular day off, such employee shall not be required to take time off during such work week in order to avoid payment of overtime.

Section 7. The Union recognizes and agrees to continuous operation for the term of this Contract. Any employee who is opposed to working on Sunday or Saturday because of his religious beliefs shall not be compelled to work on Sunday or Saturday under the continuous operation plan, nor shall he be discriminated against because of such religious beliefs. Any such employee shall notify the personnel office in writing that he does not wish to be scheduled for work on Sundays or Saturdays. Concerted action taken hereunder shall be considered a violation of this Contract. Employees excused under this Article will be paid at the rate of time

and one-half for work performed on their regular scheduled day off.

Section 8. When an employee is transferred to a job paying a higher rate of pay, there shall be no change in the rate of pay unless the job change is for more than one (1) hour. When an employee is transferred to a lower paying job for the convenience of the Company, his regular rate will not be reduced. When an employee is transferred to a lower paying job for any other reason, the rate for the lower paying job shall not apply until the following shift.

Section 9. An employee who is unable to work as a result of an injury received while performing the duties required for his job, and who is sent home at the discretion of the medical department, shall receive payment for the full day's wage at his base hourly rate.

Section 10. All day workers asked to work and who do so after their regular quitting time, and not notified thirty (30) minutes before quitting time, shall receive four (4) hour's pay.

ARTICLE 10

Reporting and Call-In Pay

Section 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 of work or four (4) hours of pay at the applicable premium time rate set forth in Article 9, PREMIUM PAY, unless he has been instructed not to report. This policy will not apply during floods, fires, tornadoes, or other disasters beyond the Company's control.

(Former Brockway Only) Employees will not be eligible for pay under this Section unless they have supplied the Personnel Department with a telephone number where they can be reached. A telephone call by the Company to the employee's telephone number at least two (2) hours prior to commencement of his shift shall constitute proper notice under this Section. Providing a Local Union Representative is available, he will be present when such calls are made.

Section 2. An employee who is called in to work other than during his scheduled time will be paid four (4) hours' pay 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 notified on his preceding shift to report early for his next shift.

(Former O-I West) An employee who is called in to work other than during his scheduled time will be paid four (4) hours' pay 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 notified at least sixteen (16) hours in advance to report early for his next shift.

(Former Brockway only) Conditions permitting, a representative of the Local Union will be present when calls referred to in this Section are made.

Section 3. The Company agrees that employees called in early to their regular shift shall not be sent home prior to the end of their regular shift to avoid paying additional hours of work or overtime.

Section 4. The Company shall not require the employee to work longer than it takes to do the work for which any service call would be made.

Section 5. In the event that a salaried supervisor contacts a maintenance employee during his off hours, to seek advice regarding a production problem, such employee will receive one hour's pay at the applicable premium. Not more than one payment for this purpose will be made in a 24 hour period.

ARTICLE 11

Shift Differentials

Section 1. Effective April 1, 1993, all employees under the jurisdiction of this Contract shall be paid premium for shift work as follows:

- (a) For all hours worked on the first night shift, each employee shall receive twenty-five cents (\$.25) per hour.
- (b) For all hours worked on the second night shift, each employee shall receive thirty cents (\$.30) per hour.

Section 2. Shift Differential payments shall be considered as 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.

ARTICLE 12

Method of Payment

Section 1. All employees under the jurisdiction of this Contract shall receive their earnings in full every week and no more than one (1) week's earnings shall remain unpaid when this payment is met. The employer shall make available to employees, at their option, electronic deposit of their paychecks.

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

Section 3. Vacation pay due an employee shall be paid either a week at a time or in full as requested by the employee. All vacation payments shall be paid by separate checks.

ARTICLE 13

Holidays

Section 1.

- (a) (Former O-I Plants) The following holidays shall be observed during the year:

Decoration Day, Independence Day, *Labor Day, Thanksgiving Day, holiday period: four (4) shifts of eight (8) hours. Day after Thanksgiving Day, *December 24, *Christmas Day, *December 26, *December 27, December 28, December 30, December 31, New Year's Day, holiday period: three (3) shifts of eight (8) hours. *There shall be no production on these holidays. When the Company desires to work on a mandatory shutdown holiday, it will be within the sole authority of the Local Union to

authorize any and all work for that holiday period.

- (b) (Former Brockway Plants) The following holidays shall be observed during the year:

Decoration Day, Independence Day, *Labor Day, Thanksgiving Day, holiday period: four (4) shifts of eight (8) hours. *December 24, *Christmas Day, *December 26, *December 27, December 28, December 29, December 30, December 31, New Year's Day, holiday period: three (3) shifts of eight (8) hours. *There shall be no production on these holidays. When the Company desires to work on a mandatory shutdown holiday, it will be within the sole authority of the Local Union to authorize any and all work for that holiday period.

Section 2.

- (a) (Former O-I Plants) All holidays shall commence at the beginning of the day shift on the calendar holiday. For premium pay purposes, any twenty-four (24) hour holiday period will commence as of the beginning of the day shift on the holiday, and any thirty-two (32) hour holiday period will commence as of the beginning of the night shift preceding the holiday.
- (b) (Former Brockway Plants) Holidays will be on a calendar day basis commencing at 12:00 midnight. The thirty-two (32) hour holiday period will commence as of the beginning of the afternoon shift preceding the holiday.

Section 3.

- (a) (Former O-I Plants) When any of these holidays falls on Sunday, the holiday will be observed on Monday. If the plant is in operation on Sunday, the holiday period on Monday will be thirty-two (32) hours; if the plant is not in operation on Sunday, the holiday period on Monday will be only twenty-four (24) hours. December 24, Christmas Day, December 26, December 27, December 28, December 30, December 31, and New Year's Day will be observed on the days on which they occur.

- (b) (Former Brockway Plants) When any of these holidays falls on Sunday, the holiday will be observed on Monday. If the plant is in operation on Sunday, the holiday period on Monday will be thirty-two (32) hours; if the plant is not in operation on Sunday, the holiday period on Monday will be only twenty-four (24) hours. December 24, Christmas Day, December 26, December 27, December 28, December 29, December 30, December 31, and New Year's Day will be observed on the days on which they occur.

Section 4. All employees who have been on the Company's payroll for thirty (30) calendar days shall be paid for each of the above-named holidays when no work is performed. The employee will receive the highest rate of pay which was paid on the last regular scheduled work day prior to the holiday or on the holiday, whichever is greater. This pay is subject to the following provisions:

- (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. Such excuses shall not be unreasonably withheld. However, no employee shall lose more than one (1) day of holiday pay for an unexcused absence on each of these days.

- (b) No payment will be made for holidays not worked to employees on sick leave, leave of absence for any reason, 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 be also entitled to holiday pay for December 24, Christmas Day, December 26, December 27, December 28, December 29 (Former Brockway only), December 30, December 31, and New Year's Day, provided they meet the requirements set forth in subsection 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.

Section 5. Double time shall be paid for all hours worked during the holiday period as set forth in Section 2. Work on a holiday shall qualify an employee for holiday pay. This does not apply to employees who have not completed their thirty (30) day probationary period.

Section 6. Work on holidays/holiday periods shall be voluntary with the employee except those employees

who must be scheduled to work in order to assure the safety, repair and maintenance of plant and equipment and to prepare for plant start-ups.

A maintenance employee who does not wish to work on a holiday shall notify his foreman or supervisor in writing at least forty-eight (48) hours prior to the holiday.

The Company will have the right to assign qualified personnel to holiday work and will assign such personnel in reverse order of seniority when qualified personnel are not available in accordance with Article 9, PREMIUM PAY, Section 17. (West - The referenced section is not applicable to the West.)

Section 7. It is agreed that any employee who must perform emergency work on a holiday, a full day's work will be provided whenever the employee requests that a full day's work be provided for him.

Section 8. The Company shall give the Local Union seven (7) days' notice in advance of a holiday period the amount of time the plant will be shut down.

ARTICLE 14
Vacations
Former O-I East Plants

Section 1. Effective April 1, 2005, each employee under the jurisdiction of the Contract who has been in the employ of the Company for one (1) year or more and who has worked twelve hundred (1200) hours or more between January 1 of the year and December 31 of the same year and who is on the payroll on January 1 of the following year shall be entitled to a vacation with pay based on the general schedule of:

Six (6) days' vacation (48 hours' pay) after one (1) year or more of continuous service;

Ten (10) days' vacation (80 hours' pay) after two (2) years or more of continuous service;

Twelve (12) days' vacation (96 hours' pay) after five (5) years or more of continuous service;

Fifteen (15) days' vacation (120 hours' pay) after eight (8) years or more of continuous service;

Fifteen (15) days' vacation (140 hours' pay) after twelve (12) years or more of continuous service;

Fifteen (15) days' vacation (160 hours' pay) after fifteen (15) years or more of continuous service;

Twenty (20) days' vacation (180 hours' pay) after eighteen (18) years or more of continuous service;

Twenty (20) days' vacation (200 hours' pay) after twenty-two (22) years or more of continuous service;

Twenty (20) days' vacation (220 hours' pay) after twenty-five (25) years or more of continuous service;

Twenty-five (25) days' vacation (240 hours' pay) after thirty (30) years or more of continuous service; times his base hourly wage rate.

After thirty (30) years, the employee will receive an additional eight (8) hours' pay for each five (5) years of service thereafter.

Each employee who is on the Company's payroll at the end of the qualifying year and who has worked more than four hundred (400) hours but less than twelve hundred (1200) hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

- (a) Two percent (2%) of his total hours worked during such qualifying year times his base hourly wage rate if he has less than five (5) years of continuous service;
- (b) Four percent (4%) of his total hours worked during such qualifying year times his base hourly wage rate after five (5) or more years of continuous service;
- (c) Six percent (6%) of his total hours worked during such qualifying year times his base hourly wage rate after eight (8) or more years of continuous service;
- (d) Eight percent (8%) of his total hours worked during such qualifying year times his base hourly wage rate after fifteen (15) years or more of continuous service;

- (e) Ten percent (10%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty-two (22) years or more of continuous service;
- (f) Twelve percent (12%) of his total hours worked during such qualifying year times his base hourly wage rate after thirty (30) years or more of continuous service. (West - This section is not applicable to the West.)

Former Brockway Plants

Section 2. Each employee under the jurisdiction of this Contract who has been in the employ of the Company for one (1) year or more and who has worked twelve hundred (1200) hours or more between January 1 of the year and December 31 of the same year, and who is on the payroll on January 1 of the following year, shall be entitled to a vacation with pay based on the general schedule of:

One (1) week of vacation (40 hours' pay) after one (1) year or more of continuous service;

Two (2) weeks' vacation (80 hours' pay) after two (2) years or more of continuous service;

Two (2) weeks' vacation (96 hours' pay) after five (5) years or more of continuous service;

Three (3) weeks' vacation (120 hours' pay) after eight (8) years or more of continuous service;

Three (3) weeks' vacation (148 hours' pay) after ten (10) years or more of continuous service;

Three (3) weeks' vacation (160 hours' pay) after fifteen (15) years or more of continuous service;

Four (4) weeks' vacation (180 hours' pay) after eighteen (18) years or more of continuous service;

Four (4) weeks' vacation (200 hours' pay) after twenty (20) years or more of continuous service;

Five (5) weeks' vacation (220 hours' pay) after twenty-five (25) years or more of continuous service;

Five (5) weeks' vacation (240 hours' pay) after thirty (30) years or more of continuous service;

After thirty (30) years, the employee will receive an additional eight (8) hours' pay for each five (5) years of service thereafter.

Each employee who is on the Company's payroll at the end of a qualifying year and who has worked more than four hundred (400) hours but less than twelve hundred (1200) hours during such qualifying year shall receive a vacation with pay based on the general schedule of:

- (a) two percent (2%) of his total hours worked during such qualifying year times his base

hourly wage rate if he has less than two years of continuous service;

- (b) four percent (4%) of his total hours worked during such qualifying year times his base hourly wage rate after two or more years of continuous service;
- (c) six percent (6%) of his total hours worked during such qualifying year times his base hourly wage rate after eight or more years of continuous service;
- (d) seven percent (7%) of his total hours worked during such qualifying year times his base hourly wage rate after eighteen or more years of continuous service;
- (e) eight percent (8%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty or more years of continuous service;
- (f) ten percent (10%) of his total hours worked during such qualifying year times his base hourly wage rate after twenty-five years or more of continuous service;
- (g) twelve percent (12%) of his total hours worked during such qualifying year times his base hourly wage rate after thirty or more years of continuous service.

Vacation eligibility will be determined on the following basis:

- (a) First week of vacation employee must work at least twelve hundred (1200) hours during the first twelve (12) months of employment from the anniversary date of employment.
- (b) Employees become eligible for additional weeks of vacation provided for in this Article based on the anniversary date of employment provided they have worked at least twelve hundred (1200) hours in the previous qualifying year.

Section 2A. The Company will grant single vacation days on the following basis:

- (a) An employee must be qualified for two (2) or more weeks of vacation;
- (b) Only two (2) weeks (ten (10) days) of vacation are subject to being utilized for single vacation days;
- (c) At the time when vacations are selected, an employee must indicate that two (2) weeks (ten (10) days) will be taken as single vacation days;
- (d) An employee must request a single vacation day (or days) at least five (5) days in advance;
- (e) The Company will grant the same if it determines that the operations would not be adversely affected and that other conditions would warrant the granting of the same.

Former O-I West Plants

Section 3. Each employee who is on the Company's payroll on the anniversary date of his employment, and who has worked twelve hundred (1200) hours or more during such first year after the date of his employment or who has worked four hundred (400) hours or more during any subsequent such year, shall be entitled to a vacation with pay computed in the manner set forth in this Section 3 of this Article.

Each employee who meets the requirements of the first paragraph of this Section 3 of this Article, shall receive vacation time and vacation pay calculated according to the following schedule:

(a) Years of Service	(b) Weeks of Vacation	(c) Percentage	(d) Minimum
Less than 2	1	2%	40
2-7	2	4%	80
8-14	3	6%	120
15-17	3	8%	160
18-21	4	9%	180
22-24	4	10%	200
25-29	4	11%	220
30 and over	5	12%	240

After thirty (30) years, the employee will receive an additional eight (8) hours pay for each five (5) years of service thereafter.

Column (a) represents the Employee's years of Company service. Column (b) represents the number of

vacation weeks the employee is entitled to at each level of Company service. Column (c) represents the percentage of actual hours worked during the preceding fifty-two (52) week period at each level of Company service. Under this schedule, vacation pay is calculated by multiplying the actual number of hours an employee has worked during the preceding fifty-two (52) week period, by the appropriate percentage level. The resulting figure is then multiplied by the base hourly wage rate for the job on which the employee was working on the day he requested vacation pay. Column (d) represents a fixed number of hours for each level of Company service, and is used to calculate the minimum amount of vacation pay an employee is entitled to. This minimum is calculated by multiplying the employee's base hourly wage rate for the job on which he was working on the day he requested vacation pay, by the number in column (d) opposite the appropriate level of Company service, set forth in column (a).

An employee who meets the conditions of the first paragraph of this Section 3, and who has worked four hundred (400) hours, but less than twelve hundred (1200) hours will receive vacation pay calculated as follows: The number of hours the employee worked during the preceding fifty-two (52) week period, multiplied by the specified percentage rate for the appropriate level of Company service, multiplied by the base hourly wage rate for the job on which the employee was working at the time he requested vacation pay.

All Plants

Section 4. 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.

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

Section 6. Payments under this Article shall be at the base hourly rate of the job on which the employee was working on the day he requested vacation payment.

In the event a person is regularly assigned to work multiple jobs he shall be paid at the base hourly wage rate of the highest of such jobs worked on the day he requests vacation pay.

Section 7. Any employee who works during any shutdown period shall be granted the option of taking an additional week of vacation without pay.

Section 8. No employee will be required to work more than twelve hundred (1200) hours during any qualifying year in order to be entitled to vacation with pay. An employee who has worked twelve hundred (1200) hours during any qualifying year and is on the Company payroll at the end of any qualifying year will be entitled to a vacation with pay.

Section 9. Any employee who is laid off for any reason or who is on sick leave and who has otherwise qualified for vacation pay as specified above shall be given his vacation pay upon request.

Section 10. Credit as hours worked toward vacation eligibility at the rate of forty (40) hours per week will be computed for hours lost due to sickness or injury.

An employee on sick leave past one (1) year qualifies for vacation pay if he or she works at least one (1) day during the qualifying year.

Effective with the date of this Contract, when an employee either is absent for an occupational or non-occupational illness or injury for a period up to five (5) years or is on layoff for a period up to five (5) years, such employee's vacation eligibility date will not be adjusted.

Section 11. Restoration of Service—An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehire shall be given credit toward vacation rights for prior service with the Company provided such prior service with the Company was at least two (2) years.

Section 12. All hours taken off work as vacation hours shall be included in future vacation hour qualifications.

Section 13. Plants will establish the number of hourly employees that can be on vacation in each department at any one time. Such number will not include supervisors.

Section 14. It shall be the Company's prerogative to divide the three (3) or four (4) or five (5) week vacation period if it thinks it is necessary for the continuity of plant operations. However, effective April 1, 1980, once during every five (5) years in which an employee is qualified to receive three (3) weeks or more of vacation time off, he shall be permitted to take the full amount of vacation time due him consecutively consistent with the continuity of plant operations.

ARTICLE 15

Insurance Program

1. The Company shall establish and maintain a comprehensive Program providing for comprehensive medical benefits, dental coverages, and other coverages (life benefits, accidental death and dismemberment benefits, non-occupational sickness and accident benefits, and occupational sickness and accident benefits) for all covered employees.

2. The Company shall be responsible for the administration of the Program.

3. The Program under the **2002 Contract** shall remain in effect in its entirety through **March 31, 2005**. Benefits and other revisions changed as a result of this Article shall be effective **April 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 the Program as it existed prior to the effective date.

4. Details of the Company's Program shall be worked out between the Company and the President of the International Union or his designated representative and a copy together with the Summary Plan Description to provide for the benefits set forth herein which has been agreed to between the Company and the carrier shall be placed on file with the International President.

5. This Program shall be integrated with any such program required by any Federal or State law involving non-occupational sickness and accident benefits or health benefits which now exist or may become effective during the lifetime of this Contract. There will be no

additional cost to the employee nor for his dependents for additional coverages that may be required by a National Health Program that may be enacted during the term of this Contract, except for employee contributions which may be a part of such National Health Program.

6. The comprehensive medical benefits and dental benefits are coordinated according to standard procedures with benefits from other group plans and governmental health plans under which an employee (and eligible dependents) 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.

7. To assure the greatest benefit for the money expended, it is a mutual responsibility of the Company and the Union to police all coverage usage.

8. The following standard provisions are included in the Program:

(a) All hourly employees under this Contract become eligible for coverage under the Program upon completion of thirty (30) calendar days from their date of employment, 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 20th

birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the child or children is under legal guardianship of the employee and residing in the employee's household. Dependent children also includes:

- (1) Unmarried children 20 years of age and over solely dependent upon the employee for support and regularly attending school on a full-time basis until their 24th birthday. Eligible dependents (as of December 31, 1986) of enrolled employees (as of December 31, 1986) of former Owens will be "grandfathered" under the former limiting ages of either 21 or 25, respectively. Eligible dependents (as of December 31, 1989) of enrolled employees (as of December 31, 1989) of former Brockway will be "grandfathered" under the former limiting ages of either 21 or 25, respectively.
- (2) An unmarried child mentally or physically incapable of earning his own living, and who otherwise ceases to be eligible for medical expenses 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 coverage does not terminate for any other reason. Proof of incapacity must be furnished to the Company within the thirty-one (31) days after the child attains the limiting age.

- (3) 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 plan of medical expenses.
- (c) If husband and wife are both eligible to enroll for employee benefits, either spouse but not both may enroll for coverage of dependent children.
- (d) Continuation of Coverage During a Period of Absence from Work Due to Accident or Sickness.
 - (1) Non-Occupational Accident or Sickness

If an employee is absent from work because of non-occupational disability, his life, accidental death and dismemberment, weekly sickness and accident, medical benefits and dental coverages will be continued up to six (6) months from the end of the month in which the disability occurs without contributions. Dependent coverages will also be continued for the same period without contributions. Life and accidental death and dismemberment coverages will also be continued for the balance of the temporary disability period without contributions. In the event an employee qualifies as a total and permanent disability under the group life insurance, all other coverages under the Program will cease including dependent coverages. In the event dependent

coverage is to be discontinued, the employee and the Local Union must be given prior notice.

However, if there is 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 International Union and the Company 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 Company will qualify the employee for P.T.D. In this case the retirement disability benefit (Article 16, 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 have commenced, but no earlier than the last date the employee received temporary total disability benefits under any workers' compensation statute.

An employee applying for permanent and total disability must apply for the P.T.D. benefit and Social Security disability within twelve (12) months from the day last worked. If the employee is either on

workers' compensation or his condition could dramatically change, the employee would be required to document his medical condition with the Company before the expiration of the one (1) year, but he could then apply for P.T.D. within five (5) years from the last day worked. The Company will notify such employees on or about ninety (90) days prior to the end of the above one (1) year application period by registered mail.

(2) Occupational Accident or Sickness

If an employee is absent from work because of occupational disability, all his coverages under the Program will be continued for the period of temporary disability without contributions. Dependent coverages will also be continued for the period of temporary disability without contributions. In the event an employee qualifies as a permanent and total disability under the group life insurance, all other coverages under the Program will cease including dependent coverages.

(3) 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 contributions. Dependent coverages will also be continued for the same period without contributions. If, at the end of the six (6) month period, the temporary layoff

continues, the life and accidental death and dismemberment coverages will be continued for the duration of the layoff without contributions. Employees returning from layoff shall be reinstated immediately.

- (4) Any extension of coverage under the immediately preceding paragraphs (1), (2), and (3) will cease immediately if the employee dies, retires, goes to work for another employer or becomes self-employed.

(e) Termination of Employment

If employment is terminated all coverages under the Program cease at the end of the month in which termination occurs, except as required by law.

(f) Conversion Privilege

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

- (g) Effective April 1, 1983, an employee whose employment is terminated as a result of a permanent plant closing on or after April 1, 1983, will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages will also be continued for the same period without contributions. An employee who is on

layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period under Section 8(d)(3) without contributions.

- (h) 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 Company only when the primary coverage is provided by Medicare, and such payments will not exceed those payments made by the Company under the Company's Program.

- (i) Pre-existing Condition

If an employee or eligible dependents have received treatment for a disabling condition from a health care professional in the three (3) months prior to the effective date of coverage, the Program provides no coverage for the condition treated until the employee or eligible dependents are free of treatment for this condition for three (3) consecutive months. If this requirement cannot be met, there will be no coverage for the treated condition for twelve (12) months from the date that coverage becomes effective.

These provisions do not apply to employees hired before January 1, 1987, and their eligible dependents.

These provisions also do not apply to an employee when he is recalled to work following either a layoff or an authorized absence.

9. 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 service not covered under the Program and for expenses such as deductibles, co-payments, and weekly contributions under the Program.

10. 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.

11. The conditions of this entire group insurance Program are the same as those in effect immediately preceding this Contract except where the benefit and other features described herein would indicate changes.

12. The Program, subject to its provisions, will include the features outlined herein.

Comprehensive Medical Benefits

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

2. There is a calendar year deductible per covered member. There is a maximum calendar year deductible per covered family. These calendar year deductibles are as follows:

Employee	\$100.00
Family	\$300.00

Effective January 1, 2006, these calendar year deductibles are as follows:

	<u>In Network</u>	<u>Out of Network</u>
Employee	\$100.00	\$200.00
Family	\$300.00	\$450.00

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 April 1, 1993. Participation by employees and eligible dependents in such a program will be voluntary.

In locations where the Company 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 subject to reasonable and customary) for all covered 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 one thousand five hundred dollars (\$1,500.00) per covered member per calendar year and three thousand five hundred dollars (\$3,500.00) 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 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 yearly restoration of five thousand dollars (\$5,000.00) towards the maximum benefit of 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 90%/10% in network (or 70%/30% out of network subject to reasonable and customary) co-payment, except where otherwise indicated, and the then applicable calendar year deductible are as follows:

- (a) Daily Hospital Benefits. Coverage is at the applicable semi-private charge. Private room limit is hospital's average semi-private charge.
- (b) Miscellaneous Hospital Benefits. There is coverage for other necessary incidental hospital charges.
- (c) Surgical Benefits. There is coverage for surgeon's and assistant surgeon's fees (out of network subject to reasonable and customary) for necessary surgical procedures performed on employees and their covered dependents. This also includes pre-operative and post-operative care by surgeon.

Second Opinion-Surgical Consultation Benefits. The Program will pay one hundred percent (100%) (out of network subject to reasonable and customary) of the charges of a consulting physician for a covered surgical consultation and of the charges (out of network subject to reasonable and customary) 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%) subject to reasonable and customary 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 designated program administrator, the expense of such a second opinion will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network subject to reasonable and customary).

The required second opinion will be arranged upon the pre-certification 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 designated program 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 non-emergency 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 sick call, the deductibles do not apply to such a sick call, and there is a co-payment of **twelve dollars (\$12.00)** rather than the co-payment at ninety percent/ten percent (90%/10%) for each such sick call; 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. **Effective April 1, 2006, said co-payment will be thirteen and one-half dollars (\$13.50). Effective April 1, 2007, said co-payment will be fifteen dollars (\$15.00).** Out of network payments for the covered charges are at seventy percent (70%) subject to reasonable and customary.
- (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 diagnostic x-ray and laboratory expenses (out of network subject to reasonable and customary). Routine PAP (two (2) per year) and 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 x-ray and radioactive therapy expenses (out of network subject to reasonable and customary).
- (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 (\$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 reasonable and customary) subject to the then applicable deductible:** ambulance services; birthing centers; hospice care; home health care.
- (l) **Emergency Room Visit.** There is a co-payment of fifty dollars (\$50.00) for each visit to an emergency room, in addition to network and out-of-network payments. This co-payment will not apply if the visit to an emergency room is for a medical condition manifesting itself by acute symptoms of

sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (i) placing the health of the individual (or, with respect to a pregnant woman; the health of the woman or her unborn child) in serious jeopardy; (ii) serious impairment to bodily functions; or (iii) serious dysfunction of any bodily organ or part.

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

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

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.)

- (1) 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.
- (2) 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.
- (3) 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).

- (1) Employees and eligible dependents who comply with the above requirements will receive the maximum reimbursement allowable out of network subject to reasonable and customary 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.
- (2) 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%) subject to reasonable and customary. In-patient room

and board charges that are not medically necessary will not be covered.

- (3) 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.
- (4) 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%) subject to reasonable and customary. 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 at one hundred percent (100%) in network (out of network subject to reasonable and customary) 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. Employees and their eligible dependents will be eligible for the Company's local retail pharmacy network prescription drug program. These benefits, subject to the provisions under which they are provided, are outlined herein.

- (a) These benefits are applicable to drugs (and also medicines) which require either a physician's or a dentist's prescription. These

benefits are also applicable to both non-maintenance prescription drugs and maintenance prescription drugs.

- (b) Non-maintenance prescription drugs are filled for a maximum of thirty (30) days. Maintenance prescription drugs are filled for a maximum of ninety (90) days.
- (c) If purchases are made *within the network*, there are no claim forms. If purchases are not made within the network, there are claim forms.
- (d) **Effective April 1, 2005**, 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 or for a brand name if such a brand name is required; ten dollars (\$10.00) plus the difference per order between the generic and the brand name if a brand name is elected.

Effective 4-1-07, 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; fifteen dollars (\$15.00) for discounted brand-name and twenty dollars (\$20.00) for non-discounted brand-name, according to the plan's formulary.

- (e) **Effective 4-1-05**, if prescription drugs (whether non-maintenance or maintenance) are not purchased within the network, the reimbursement will be at seventy-five percent (75%) of the

retail price less the co-payment of ten dollars (\$10.00) per order.

Effective 4-1-07, if prescription (whether non-maintenance or maintenance) are not purchased within the network, reimbursement will be at seventy percent (75%) of the retail price less payment of ten dollars (\$10.00), fifteen dollars (\$15.00) or twenty dollars (\$20.00) applicable, per order.

The calendar year deductibles and co-payments do not apply to these benefits.

12. Eye Care Benefits. An employee and his dependents will be reimbursed for the cost of a licensed doctor performing a complete eye examination once every twenty-four (24) months, up to a maximum of thirty-five dollars (\$35.00). If the Company requires an eye examination more frequently for issuance of glasses, such examination will also be covered up to the same maximum. An employee and his dependents will also be reimbursed once every twenty-four (24) months, for the costs either of a pair of eyeglasses (single - \$20.00; bifocal - \$25.00; trifocal - \$35.00; lenticular - \$55.00) and of frames (\$25.00) or of contact lenses (\$55.00). The calendar year deductibles and co-payments do not apply to these benefits. (Effective April 1, 1993, the Company will insure vision care preferred provider option.)

13. Hearing Aid Benefits. The reasonable and customary costs for the purchase of hearing aids, including the expenses for examination and fitting, will be reimbursed for the covered member. However, this benefit is limited to the purchase of one (1) hearing aid.

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 performed by a doctor or a 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.** For these comprehensive medical benefits under the Program, the weekly contributions will be as follows:

	Eff. <u>4-1-05</u>	Eff. <u>4-1-06</u>	Eff. <u>4-1-07</u>
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

The Company's costs for benefits through an HMO will not exceed its costs as required for providing the comprehensive medical benefits under the Program.

In the states which have mandatory state disability insurance plans, the Company will pay the legally required contribution for each employee covered by this Contract. Any benefits received from such plans will be integrated and maintained with the provisions of this Article.

15. All benefits shall be administered in accordance with the Health Insurance Portability and Access Act, and all other government regulations.

Dental Coverages

1. The dental coverages are provided separately from the other coverages provided by the Program.
2. To be enrolled for the dental benefits, an enrollee (whether employee or eligible dependent) must also be a participant for the other benefits provided by the Program or of a health maintenance organization. A new employee and eligible dependents may enroll only after the employee has been employed for thirty (30) calendar days. For orthodontic coverage, a new employee and eligible dependents may enroll only after the employee has been employed for one (1) year.
3. 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).
4. The following preventive dental procedure will be covered on a reasonable and customary basis without deductibles at the indicated rates: two (2) checkups per calendar year (100%), including cleaning (100%), scaling (100%), and fluoridizing (100%); x-rays (bitewing) once per calendar year (100%).
5. Minor restorative covered dental expenses are covered at eighty percent (80%) on a reasonable and customary basis. Major restorative covered dental expenses (including inlays, gold fillings, crowns, and fixed bridgework, etc.) are covered at fifty percent (50%) on a reasonable and customary basis. Orthodontic covered

dental expenses are covered at fifty percent (50%) on a reasonable and customary basis, with a lifetime maximum of one thousand dollars (\$1,000.00). The deductible is applicable in each instance.

Effective 1/1/06, increase lifetime maximum to fifteen hundred dollars (\$1500.00)

Effective 1/1/07, increase lifetime maximum to two thousand dollars (\$2000.00).

6. Maximum dental benefits are one thousand dollars (\$1,000.00) per covered individual per calendar year. Any dental benefits provided at one hundred percent (100%) are excluded from the yearly maximum. Any orthodontic benefits are excluded from the yearly maximum.

Effective 1/1/06, increase yearly maximum to fifteen hundred dollars (\$1500.00)

Effective 1/1/07, increase yearly maximum to two thousand dollars (\$2000.00).

7. 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.

8. The coordination of benefits provisions are the same as those provided for medical coverages under the Program.

9. The termination of coverage provisions are the same as those provided for medical coverages under the Program.

Other Coverages

1. Life and Accidental Death and Dismemberment Benefits.

Labor Grade	Life Ins. *	A.D.&D. Ins.**
1-5	\$25,000.00	\$25,000.00
6-10	\$26,000.00	\$26,000.00
11 and over	\$27,000.00	\$27,000.00

*Includes a \$7,000.00 cash PTD benefit, in lieu of death benefit, up to age sixty-five (65); the remainder of the life benefit (\$18,000.00, \$19,000.00, or \$20,000.00, according to class) will be a premium waiver benefit and will be paid to the beneficiary at death.

**There is twenty-four (24) hour coverage including on-the-job accidents.

2. Non-Occupational Sickness and Accident Benefits.

Labor Grade	Weekly Amount *	
	<u>4/1/05</u>	<u>4/1/06</u>
1-5	\$270.00	\$280.00
6-10	\$280.00	\$290.00
11 and over	\$290.00	\$300.00

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

3. Occupational Sickness and Accident Benefits.

Labor Grade	Weekly Amount *	
	<u>4/1/05</u>	<u>4/1/06</u>
1-5	\$270.00	\$280.00
6-10	\$280.00	\$290.00
11 and over	\$290.00	\$300.00

*The occupational disability supplemental benefit will be an amount, if necessary, so that when added to the Worker's Compensation benefits the payments will produce an amount equal to the non-occupational benefit (\$270.00, \$280.00, or \$290.00, according to class effective 4/1/05, and \$280.00, \$290.00, \$300.00 according to class effective 4/1/06); twenty-six (26) weeks' payment limit.

Weekly disability benefits will be provided by the Company through the California, New York, or New Jersey, as applicable, unemployment compensation disability benefit laws. If because of lack of qualifying wages, an employee is not eligible for a state plan benefit or if the state plan benefit is less than the employee's earnings class would otherwise require, the additional weekly payment from this Program will provide an amount which together with any state plan benefits will equal the full weekly amount.

Outline of Separate Dependent Life Insurance Program

1. The Company will make available a Dependent Life Insurance Program. Eligible employees will have the opportunity to purchase **either** six thousand dollars (\$6,000.00) of dependent term life insurance on their spouse and two thousand dollars (\$2,000.00) for each dependent child, **or twelve thousand dollars (\$12,000)**

of dependent term life insurance on their spouse and four thousand dollars (\$4,000) for each dependent child.

2. The eligibility is the same as set forth in Section 8(a) in the introductory sections of this Article.

3. Definition of Dependents. The definition is the same as set forth in Section 8(b) in the introductory sections of this Article, with the following exception: if both the employee and the spouse work for the Company, each may enroll as an employee and cover the other as a dependent.

4. The weekly contribution for these dependent life coverages is fifty cents (50¢) for \$6,000/\$2,000 or one dollar (\$1.00) for \$12,000/\$4,000.

5. The termination of coverage is the same as set forth in Section 8(e) in the introductory sections of this Article.

ARTICLE 16

Pensions

1. Effective April 1, 2005, all present retirees receiving the \$14.00 pension benefit will have their benefit increased to \$15.00 per month per year of credited service, subject 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 Contract shall remain in effect in their entirety through March 31, 2005. Pension benefits and other provisions 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 March 31, 2008.

Effective April 1, 2005, 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	\$43.00
11 - 15	\$44.00
16 and above	\$45.00

Effective April 1, 2006, 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	\$45.00
11 - 15	\$46.00
16 and above	\$47.00

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, and \$47.00.

Effective April 1, 2007, 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:

**Amount per Month For
Each Year of
Credited Service**

Labor Grade
1 - 10
11 - 15
16 and above

\$47.00
\$48.00
\$49.00

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, and \$49.00.**

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:

**Amount per Month For
Each Year of
Credited Service**

Labor Grade
1 - 10
11 - 15
16 and above

\$49.00
\$50.00
\$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. Employees under this Contract who are covered by Negotiated Rates are assigned to a labor grade. The labor grades referred to in Section 2 apply to all employees covered by Negotiated Rates; for purposes of

this Article only, all employees who are not covered by Negotiated Rates will be considered to be in the labor grade whose hourly wage rate most nearly approximates the hourly wage rate of the Production and Maintenance unit employee who is assigned to a labor grade.

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 (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 65 (or age 60 for employees who were participants prior to January 1, 1954). In accordance with applicable law, however, an employee will not be required to retire solely because of reaching age 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 65 on the same basis as time worked prior to age 65.

Early Retirement Date - An employee may retire early between ages 60 and 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 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 Company.

5. Normal Retirement Income - An employee who retires on or after the effective date of this Contract, and after his 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 60 - An employee who retires early prior to age 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 1/2 of 1% for each month from age 60 to the date of early retirement. However, an employee credited with thirty (30) years of credited service and having reached age 55 may retire without any loss of benefits.

6. There shall be no duplication of benefits among any qualified retirement plans of the Company, including those of the Company's predecessors, successors, and affiliates. The Pension Plan provided for in this Contract would be responsible for any subsequent increases in any pension benefits earned for years of credited service with any predecessor employer.

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 65 on the date of such disability, and the disability date will be determined as defined in Article 15, Section 8(d)(1).

8. **Death Benefits after Retirement** - Upon the death of an employee who retires on or after the effective date of this Contract, 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 the effective date of this Contract, who had ten (10) years or more of service and was age 40 or more at the time of death, the surviving spouse shall receive a survivor's pension beginning on the first day of the month following death in the amount of one-half of the pension credited to the employee at the time of death. This pension shall be paid monthly until the death of the survivor, **with recalculation of the survivor benefits to factor in yearly pension increases during the remainder of the contract period.**

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 Employee Benefits Committee. **Additionally, effective April 1, 2005 only until March 31, 2008, the optional forms of retirement income (the 50% joint survivor annuity and the contingent annuity option) will include benefits that contemplate the spouse predeceasing the employee.**

An employee retiring before being eligible to receive Social Security monthly income benefits and who is age 55 or more with ten (10) years or more of credited service, or who is age 60, 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 Employee Benefits Committee shall apply and the primary Social Security benefits estimated to be payable at age 62 (or at the appropriate age if Social Security is amended) shall be actuarially reduced as follows:

Retirement Age	Percentage of Estimated Age 62 Primary Social Security Payable to Age 62
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 62, it shall be the retired employee's responsibility to apply for Social Security benefits, because at that time, the Company's portion of the lifetime pension will be reduced by the amount of Social Security benefits that was used in the calculation at 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, such employee shall have vested rights.

An employee who is terminated or quits on or after the effective date of this Contract, and who is entitled to vested rights will be entitled to receive, beginning with the

month after he attains age 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 55 in an amount equal to the vested rights amount at age 65 reduced 1/2 of 1% for each month from age 65 to the date of commencement of the payment of 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. Restoration of Service - An employee who is rehired by the Company and who then works at least three (3) years from the date of such rehiring shall be given credit toward pension rights for prior service with the Company provided such prior service with the Company was at least two (2) years, or as provided by the Employee Retirement Income Security Act of 1974, as amended.

14. Effective with the effective date of this Contract, when the Company elects to close a plant permanently, an employee under age 60 whose employment is terminated as a result of such closing on or after the effective date of this Contract, may retire and receive a pension benefit figured as if he were age 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 is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing.

15. The Pension Plan provided for in this Contract cannot be terminated without the express approval of the International President of the Union, 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 Employee Benefits Committee, shall be placed on file with the International President of the Union.

16. This Article will also be administered in accordance with the requirements for qualified employee pension 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.

17. Any future negotiated pension benefit increase will not take effect before April 1, 2009.

ARTICLE 17

Retiree Benefits

Section 1. The Company agrees to the principle of a jointly-administered fund into which the Company will continue to contribute, as provided herein, **eighty cents (\$0.80) effective 4-1-05, eighty five cents (\$0.85) effective 4-1-06, and ninety cents (\$0.90) effective 4-1-07** per actual man hour worked by each of its bargaining unit employees, excluding hours paid for but not worked, for the purpose of providing retiree benefits. Such jointly-administered fund shall be administered in accordance with the provisions of the present Retiree Benefits Trust Agreement. **In the event the company elects to close a plant, the company will continue to**

contribute the applicable contribution for all hours paid but not worked during the ninety (90) day notice period.

ARTICLE 18

Relief

Section 1. All hourly employees working regularly scheduled rotating or alternating shifts are entitled to, and shall receive, relief time as follows:

- (a) 8-hour shift - fifty (50) minutes of lunch and relief periods during each shift to be apportioned in accordance with the agreement between the Local Union and the local plant management.
- (b) Employees assigned to shift work will be paid for lunch relief taken while working on a job normally considered day work if lunch relief is taken in the middle three (3) hours of the shift.

Section 2. All hourly employees working schedules other than rotating or alternating shifts are entitled to and shall receive relief time as follows:

- (a) 8-hour work day-at least fifty (50) minutes of lunch and relief periods of which twenty (20) minutes shall be paid, to be apportioned in accordance with the agreement between the Local Union and the local plant management.
- (b) Employees assigned to day work will be paid for lunch if they take lunch relief while working on a shift job, if lunch relief is taken in the middle four (4) hours of the shift.

Section 3. All relief shall be paid at the employee's rate of pay he is getting at the time of his relief.

Section 4. When employees are assigned to work overtime immediately following their regular shift and the overtime is expected to extend four (4) hours an adequate relief period of not less than twenty (20) minutes shall be allowed as soon as practical following the end of the regular shift to be determined by the agreed upon practices at each local plant location.

Section 5. No employee will be assigned an unreasonable work load and any disputes are subject to the grievance and arbitration procedure.

Section 6. All other employees shall be allowed adequate relief in accordance with conditions in each plant and current local practices.

Section 7. Relief will normally be scheduled to begin not sooner than forty (40) minutes after the beginning of the shift with the last relief period ending not more than forty (40) minutes before the end of the shift.

ARTICLE 19

Supervisory Employees

Section 1. A supervisory or salaried employee or an hourly rated employee that is assigned temporarily to perform the duties of a Supervisor shall perform no work of the type customarily performed by employees within the bargaining unit, including relieving hourly employees. Exception will be made for purposes of instruction, experimental, or in emergencies.

The basic responsibility of Supervisory Employees is the effective direction of the employees in their assigned

groups. It is not the Company's policy to have a Supervisory Employee perform any other function except the effective direction of the group of the employees under his supervision.

Section 2. Grievances arising over an alleged violation of this clause must be filed within three (3) workdays of the occurrence and may be heard initially in the Third Step of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Section by management or supervisory personnel or if the arbitrator so determines, the employee who would have performed the work will receive a reasonable award.

Section 3. Emergencies are defined as conditions involving danger to personnel, product or property.

ARTICLE 20

Equipment Supplied

Section 1. The Company shall supply special tools, original packer stamps, boots, raincoats, rainhats, goggles, heat resistant equipment and the employees shall be responsible for same. This does not include personal tools or gauges. Machinists, electricians and other skilled craftsmen and apprentices will supply their own set of standard tools as in the past, provided, however, the Company will replace tools that have been broken or worn out while being used with reasonable care in the performance of their regular job. Special foot-wear for hot repairs and cullet handlers will be provided locally where conditions warrant.

Section 2. The Company agrees that present agreements or practices regarding work clothing will remain in effect for the duration of this Contract.

Section 3. The Company shall replace at its expense all tools and tool boxes owned by employees which are destroyed/damaged by fire, flood, or other similar disasters on the Company's premises, up to a maximum liability of three thousand dollars (\$3,000.00) for any employee. The Company will replace tool boxes destroyed/damaged on Company premises through no fault of the owners.

Section 4. Where employees are compelled to wear safety glasses as a matter of Company policy, the Company shall furnish or assume the cost of furnishing safety glasses, including glasses ground to prescriptions supplied by employees.

Section 5. The normal frequency for eye examinations is two years. For employees who desire to have their prescription safety glasses ground to "progressive lenses", the Company agrees to pay the full amount no more frequently than once every two years. In the event an employee's safety glasses become damaged through the course of work, and in the issuance of new glasses the optometrist recommends an eye exam which results in a prescription change, this eye exam will be paid for by the Company.

ARTICLE 21

Reporting Intended Absence

Section 1. If an employee cannot report for work, he shall notify the Company one (1) day in advance, or in an emergency, as soon as possible, stating the intended day for his return to work. After an employee has complied with the foregoing, the Company shall not endeavor to make communication with him for three (3) working days as to when he will return to work.

Section 2. An employee unable to continue work during the shift shall notify his foreman and continue to work, if possible, until relief can be provided.

Section 3. Circumstances which could have a mitigating effect on discipline will be considered in assessing discipline under the absentee control programs.

ARTICLE 22

Military Leave

Section 1. If, during the life of this Contract, any employees should be inducted into the armed services of the United States, and upon their return, if such employees are physically and mentally fit for employment, the Company will offer them work of a like kind that they were engaged in before entering the service, if such work is available to employees with equal or less seniority than that of the returning servicemen. If such work is not available, returning servicemen will be recalled to work on the basis of their respective positions on the seniority list. This Article is to be administered in accordance with applicable Federal and State laws.

Section 2. All employees who are members of the Armed Forces shall be paid for all time lost while in attendance at the Armed Forces two (2) week summer camp. The pay shall be at the employee's regular base rate and for all hours lost during the two (2) weeks.

Section 3. In addition to providing re-employment rights to employees who enter the Armed Services, the Company shall also pay any lost time to any employees who leave their positions in order to report for the purpose of being inducted into, entering upon, or determining by examination their fitness to enter upon active duty in the Armed Forces.

ARTICLE 23

Funeral Leave

Section 1. In the event of the death of a spouse, son, daughter, step-child, parent, step-parent, mother-in-law, father-in-law, step-mother/father-in-law, brother, sister, half-brother/sister, and step-brother/sister, grandchild or grandparent of an employee who has been in the employ of the Company 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. Requests for additional time off without pay to attend the funeral will be honored.

Section 2. In the event of a death of a spouse, child, step-child, parent or step-parent, of any employee who has been in the employ of the Company for at least thirty (30) days, the employee shall receive an additional two (2) days off with pay.

Section 3. If an employee's vacation or holiday is interrupted by such death as defined in this Article and he so notifies the Company promptly, the number of days he normally would have been paid if working, shall be added to his vacation or holiday with pay.

Section 4. 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 the Company for at least thirty (30) days, the employee shall be paid for time lost to attend the funeral not to exceed one shift at his regular base wage rate.

ARTICLE 24

Jury Duty

Section 1. Any employee covered by this Contract who is called for jury duty will receive his regular base

rate of pay for any regularly scheduled work hours spent on such jury duty regardless whether or not the employee is impaneled. 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 on the day of jury duty, he shall not be required to work said midnight shift or the midnight shift immediately following the day of jury duty and shall be paid for both days.

Section 2. An employee who serves on jury duty Monday through Friday and is scheduled to work Saturday and Sunday may do so at his own discretion provided the employee notifies the Company eight (8) hours or as soon as possible prior to his return to work.

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

ARTICLE 25

No Strike or Lockout

Section 1. There shall be no strike, sympathetic or otherwise, walkout, slowdown, or work stoppage of any nature by the Union or any Local Union or its members during the term of this Contract. In the event any employee or group of employees participate in any such strike, walkout, slowdown or work stoppage, during the term of this Contract, the Union or Local Union agree upon being notified by the Company to immediately direct such employee or group of employees to resume work.

Section 2. The Company agrees that so long as this Contract is in effect there will be no lockout on the part of the Company.

Section 3. It being understood and agreed that any strike, walkout, slowdown, or work stoppage not authorized by the Union, or the Local Union not aided, encouraged, and abetted by the Union, or Local Union, shall be deemed for all purposes an unauthorized strike, walkout, slowdown or work stoppage for which there shall be no liability on the part of the Union, Local Union or its officers. However, the Company does recognize that a Local Union under this Contract will not be held in violation of this Article under the following conditions: that the Union and the Company fail to reach a new national Automatic Machine Department contract that also covers a plant under this Contract; that the International Union authorizes the Local Union of that department to establish a strike picket line at that plant; that the Local Union under this Contract refuses to cross that authorized line at that plant solely as a result of such failure.

ARTICLE 26

Grievance Procedure

Section 1. The purpose of this Article is to provide an effective method for the settlement of all grievances.

Step 1. If an employee has a grievance, he shall within three (3) working days from the date the grievance arises, present it to his immediate foreman and shop steward for discussion and settlement. The foreman shall give the employee his decision on the grievance within three (3) working days after it has been presented to him.

Step 2. If the grievance is not settled in Step 1, the employee and Shop Steward may refer the matter to the Business Committee for investigation. If the Committee considers the

grievance just, it shall reduce all facts concerning the grievance to writing, and present it to the employee's department head for discussion and settlement within seven (7) days after the completion of Step 1. In reducing the grievance to writing the Business Committee shall set forth with reasonable clearness the nature of the act or acts on which the grievance is based, the time when such acts occurred, the identity of the jobs and employees covered by the grievance, the provisions of the Contract which have been violated and the remedy requested.

The employee's department head shall answer within seven (7) days after the grievance has been presented to him and his answer shall set forth in written detail and with reasonable clearness the facts and provisions of the Contract on which his decision is based.

If a grievance is appealed to the next step or any subsequent step of the grievance procedure, the basis of such appeal shall be set forth in writing by the appealing party. The answer of the other party shall also be set forth in writing.

- Step 3. If the grievance is not settled in Step 2, the Business Committee shall discuss the matter with the International Representatives of the Union and they shall, within seven (7) days after receiving the Company's reply in Step 2, present the grievance to the plant manager and/or his designated representative, for discussion and settlement. The plant manager shall give the International Representative of

the Union and the Local Union his decision on the matter in writing within seven (7) days after it has been presented to him.

Step 4. If the grievance is not settled, the International Representative shall, within seven (7) days after receiving the decision by the plant manager, or his designated representative refer the matter to the International President of the Union, or his designated representative, and the Vice President, Human Resources of the Company, or his designated representative, for discussion and settlement. This step shall be concluded fifteen (15) days after the date on which the grievance is referred to the International President of the Union, or his designated representative, and the Vice President, Human Resources of the Company, or his designated representative, except that this step may be extended for not more than fifteen (15) days by written notice by one party to the other. If the grievance is not satisfactorily settled, it may be referred to arbitration.

Section 2. All grievance settlements involving pay will be made within the next pay period.

ARTICLE 27

Arbitration

Section 1. All disputes not settled pursuant to the procedure set forth in Article 26, GRIEVANCE PROCEDURE, may be referred to arbitration by a notice given to the Company or the Union by the other within ten (10) days after the conclusion of Step 4 of the grievance procedure. Such notice shall be in writing, setting forth the matter in dispute and the relief requested.

Section 2. The notice shall also be sent to the appropriate Contract arbitrators for scheduling a hearing applying the American Arbitration Association's expedited rules. If the Contract arbitrators cannot provide a hearing date within thirty (30) days, the American Arbitration Association shall be contacted to provide to the parties a list of arbitrators who have early available dates. The parties shall within five (5) days upon receipt of the panel return to the American Arbitration Association their selected order of preferences of American Arbitration Association panel of arbitrators.

Section 3. Contract arbitrators shall be selected by agreement between the Company and the International Union and shall serve for the term of this Contract.

Section 4. In the conduct of an arbitration hearing, the applicable provision of the Voluntary Labor Arbitration Rules of the American Arbitration Association shall control.

Section 5. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Contract or set standards of production. Wage rate disputes shall be processed in accordance with Article 28, Negotiated Rates. The arbitrator's decisions shall be final and binding upon both parties.

Section 6. Regardless of the outcome of any matter submitted to arbitration, the costs of such matter shall be borne equally by the Company and the Union. Such costs shall be limited to the arbitrator's fees and expenses. Charges for stenographic fees and expenses shall be borne by the parties ordering such service.

ARTICLE 28

Negotiated Rates

Section 1. If during the term of this Agreement a new job is created or significant changes are made in an existing job, the Company shall meet with the Local Union to negotiate a new rate. If the parties do not agree the Company may place the rate it feels is appropriate on the job. In setting the new rate, the Company shall fairly take into consideration all factors normally involved in glass container collective bargaining negotiations, including, but not limited to, job content and responsibility, the existing wage structure, and past collective bargaining history.

Section 2. All pertinent, basic data relative to all job descriptions, wage rates paid all employees and population by job shall be given to the Union. Any changes to job descriptions shall also be given to the Union. In the event that the Union disagrees with the rate set by the Company under Section 1, above, the matter will be referred to the Company/Union Negotiated Rates Board for resolution. The Company/Union Negotiated Rates Board shall be comprised of two representatives from the Company and two representatives from the International Union.

Section 3. Any disputes with respect to this Article that are not resolved by the Company/Union Negotiated Rates Board shall be referred to a mutually selected Interest Arbitrator who shall decide the dispute.

Section 4. When a new job is established or a job is eliminated, the Company will meet with the Local Union to discuss the reasons for its actions. Such meeting will be held prior to such change taking place.

ARTICLE 29

Health and Safety

Section 1. The Company recognizes the importance of an effective safety program.

Section 2. The industry standards shall be the minimum guidelines for first-aid and medical facilities and personnel.

Section 3. Each Local Union President shall appoint three (3) or more members of the Local Union to function on the Company Health and Safety Committee; however, at plants where there are more than three (3) Local Unions, the maximum number to be appointed by the Union will be nine (9). This Committee shall meet at least once per month.

Section 4. Work gloves, satisfactory to the employee, shall be provided by the Company where necessary to protect employees from health and safety hazards. Replacement gloves will be provided an employee only after he has turned in gloves previously used by him.

Section 5. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy or to lift or reach in excess of reasonable standards of capability, and that an employee who believes that he is being so required shall have the right to notify his foreman of such condition, which the foreman shall investigate immediately. If the existence of such unsafe or unhealthy condition is disputed by the foreman, the Plant Safety Director and a Union member of the Plant Safety Committee shall be notified immediately and they shall investigate the condition and determine whether or not it is unsafe or

unhealthy. If a condition is determined to be unsafe or unhealthy, a safety work order shall be processed immediately; and the approximate date for completion of the safety work shall be given to the Safety Committee. If the issue is not resolved, the employee shall have the right to present a grievance to the Department Head. Safety and Health grievances shall be resolved within twenty-four (24) hours.

Section 6. At the request of the employee, he may receive one (1) free chest x-ray each year.

Section 7. 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 Company of one-hundred dollars (\$100.00), by a doctor of his choice, 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.

Employees not electing to take a physical examination in accordance with this section shall be entitled to the coverage outlined in the letter of intent between the parties.

Section 8. The Company will provide first-aid facilities and any required equipment and designate on each shift an individual or individuals who are trained in and capable of performing first-aid to all employees. The Company shall be responsible to train and update the training of these individuals. Such training shall include cardiopulmonary resuscitation. Employees shall be paid for time lost at his regular base rate during such training. Such trained individual will give first-aid to injured

employees and in cases of severe injury will stay with the injured employee until relieved by a medical attendant.

Section 9. In the interest of safety, the Company shall use only qualified welders on critical jobs.

ARTICLE 30

On-Job Health Protection

Section 1. The Company will provide adequate heat, hot water, light and ventilation to employees, and will continue its best efforts to devise and maintain systems to control drafts, noise, fumes, dust, grease, and job and health hazards. At each plant, the Company will meet with the Local Union in April and September of each year to discuss and develop the practices and procedures regarding relief for extreme weather conditions. The Local Union and the Company will cooperate their efforts in this area.

Section 2. Employees assigned to a job will be given proper training with regard to safety and the proper manner to perform the job. Employees are expected to follow safe practices and use protective devices. When an employee feels he cannot perform his job safely and in a proper manner, he shall ask his supervisor for further instruction.

Section 3. If the Union feels that work requirements have been changed to the extent of imposing work loads that are unreasonable, the Union, after discussion with the Plant Management, may file a grievance. Where disputes are not resolved, the Company will, when requested, study those jobs and provide the Union with the results of such studies.

ARTICLE 31

Sub-Contracting

Section 1. The Company agrees that it will not sublet contracts for maintenance, repair and other work in and around the plants under this Contract if such work can be as satisfactorily and as economically performed by bargaining unit employees, provided the Company has the facilities for doing the work within the required time and available trained personnel who can perform the work.

The Company will continue its practice, when needed, of training Production and Maintenance employees who shall do all maintenance and repair work normally performed by them when time, requirements, skills and equipment are available, in the judgment of the Company, to accomplish the work economically.

Section 2. The Company recognizes the Union's desire to retain all work that can be performed by its members. No journeyman/apprentice will be displaced or on layoff during any time that outside contractors are performing work at the Company's facility. When bargaining unit personnel are not trained in the skills needed to perform the work which would be subcontracted, then in such cases employees would be recalled from layoff on a one-for-one basis. In all other cases, there would be no one displaced or remaining on layoff prior to said subcontracting.

As a condition of contracting work, weekly or as necessary, the Department Head and the Local Union or designee will meet and review the contemplated plans for contracting out of work with the intent of giving primary consideration to fully utilizing the available services of Bargaining Unit employees. During this review, the

Company shall furnish a description in writing of the work to be performed, the special equipment to be utilized and explain to the Local Union or designee the extent and available cost information for the job or jobs, the necessity for letting out the job or jobs and the time the job or jobs are to be done. If at the end of this review, the Company decides to contract out the job or jobs, they will advise in writing the Local Union or designee of the contractor to do the job. If the Company contracts out any work, then the Company will review with the Local Union or designee the details of the final contract. In the event the Department Head fails to comply with this Section, the Union shall have the right to file a grievance beginning with Step 3.

Any GMP members not based in the plant in which work is performed and are not employees of the Company shall be considered as subcontractors for purposes of this Article.

Prior to GMP Travel Crews performing work at a facility, Management will meet in advance with the Local Union or designee to discuss the nature and scope of the work to be performed. The Company shall furnish a written description of the work and equipment to be worked on and the time requirements of the project. The utilization of plant journeymen and apprentices will also be discussed at that time. No journeymen/apprentices will be displaced as a result of Travel Crew members performing work on the premise.

Contracting Out For Non-Maintenance Work

Prior to the Company employing or contracting out any work normally and customarily performed by employees from departments other than the Maintenance Department, the Company shall meet with the Local

Union and provide it with a written explanation for its desire to contract the work out.

The Company will give primary consideration to the full utilization of services of bargaining unit employees and will not contract out work that can reasonably be performed by the department employees involved, subject to the provisions of Section 1 of this Article.

If the Company, after meeting with the Local Union or designee, decides to contract out the work, the Union will have the right to file a grievance, beginning with Step 3 of the grievance procedure.

(Former Brockway only) When it is necessary to make major tank repairs or to rebuild tanks, the Company will use available and qualified employees wherever possible to do this work as in the past.

Section 3. Grievances arising over an alleged violation of this Article may be filed at Step 3 of the Grievance Procedure. If the Company agrees at any step of the Grievance Procedure that there has been a violation of this Article by Management or if the Arbitrator so determines, the employee or employees who would have performed the work will receive a reasonable award.

ARTICLE 32

Fair Employment Practices and Equal Opportunities

Section 1. The Company and the Union will comply with all laws preventing discrimination against any employee because of race, color, religion, sex, national origin, age, handicap, or veteran status.

Section 2. This Contract shall be administered in accordance with the applicable provisions of the

Americans with Disabilities Act. Before taking action relative to this Section, the Company will meet with the Local Union, and both parties will have sufficient opportunity to express their opinions regarding an anticipated action.

Section 3. Any disputes under this Article as with all other Articles of this Contract shall be subject to the grievance procedure.

ARTICLE 33

Permanent Plant Closings and Related Matters

Section 1. Permanent Closings. Permanent closings are governed by Section 1 of Article 8 (Transfer of Employee), which provides:

“Section 1. The Company shall notify the International Union and the Local Union ninety (90) days in advance or as soon thereafter as possible of any plant closing or the elimination of a department. If notification is less than ninety (90) days, an employee shall be paid for each day less than the ninety (90) day notification. Such pay will be at his regular base rate of pay for an eight (8) hour day for each working day of his regular schedule.”

Section 2. Severance Pay. The provisions of this Section 2 apply to severance pay.

- (a) If the Company elects to close a plant or department in a plant permanently, the Company shall negotiate severance pay with the Union for terminated employees.
- (b) In applications of this Section 2. The Company will apply a severance pay formula providing for

forty (40) hours per year of credited service at the regular base wage rate at any plant closing during the terms of this Contract.

- (c) The labor grade assigned to an employee immediately preceding such closing shall be used as a basis in determining the severance pay except that, for an employee whose primary labor grade in one (twelve (12) consecutive months) of the ten (10) years preceding the closing was higher than his labor grade at the closing, such higher labor grade shall be used in determining the severance pay. The corresponding rate of pay to such labor grade will also be used.
- (d) An employee who leaves the Company's employment without the Company's consent prior to the closing shall not be eligible for severance pay. However, if such an employee has been able to secure employment with another employer, such consent shall not be unreasonably withheld.
- (e) An employee who is on a leave of absence covered by the terms of this Contract at the time of the closing shall also be entitled to severance pay.
- (f) An employee who is on sick leave and has either applied or qualified for a permanent and total disability pension shall not be eligible for severance pay. Employees who do not qualify for a permanent and total disability pension shall receive severance pay.

Section 3. Health Care. Health care coverage in a closing situation is governed by Article 15 (Insurance Program), and Section 8 (g) of its introductory provisions provides:

“(g) Effective April 1, 1983, an employee whose employment is terminated as a result of a permanent plant closing on or after April 1, 1983, will have his coverage continued for six (6) months from the date of such closing without contributions. Dependent coverages will also be continued for the same period without contributions. An employee who is on layoff at the date of such closing will have his coverage continued for the remainder of the six (6) month period under Section 8(d)(3) without contributions.”

Section 4. Pensions. Pensions in a closing situation are governed by Article 16 (Pensions), and its Section 14 provides:

“Section 14. Effective with the effective date of this Contract, when the Company elects to close a plant permanently, an employee under age 60 whose employment is terminated as a result of such closing on or after the effective date of this Contract, may retire and receive a pension benefit figured as if he were age 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 is at least age 55 with at least ten (10) or more full years of credited service at the date of such closing.”

Section 5. Vacation Pay. Vacation pay in a closing situation is governed by Section 3 of Article 14 (Vacations), which provides:

“Section 3. 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.”

Section 6. Resumed Operations. If the Company should resume manufacturing glass containers 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.

Section 7. Any disputes with respect to this Article shall be subject to the Grievance Procedure, Article 26, including Arbitration, Article 27.

ARTICLE 34 Handicapped Employees

Section 1. Employees handicapped by reason of physical handicaps or infirmities may, upon agreement between the proper Grievance Committee and the Management receive a special rate so as to provide work for them.

Section 2. An employee who has received injuries or contracted an occupational disease as a result of working for the Company and is unable to work his regular job shall be placed on a job which he is physically able to

perform in line with his seniority and qualifications at a rate commensurate with work performed.

Section 3. In addition to the foregoing, the Company and the Union reaffirm and will continue to support the programs of the President's Committee on Employment of the Handicapped.

ARTICLE 35

Successors, Transferees and Assignees

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

ARTICLE 36

Management Rights

Section 1. The Union recognizes the right and responsibility of the Company to manage its plants and to direct its working forces. All rights of the Company which have not been specifically abridged or modified by this Contract are retained by the Company.

Section 2. The Company will continue its past practice of establishing standards of production and performance by the employees on all machines and operations. These requirements shall be established on a basis of fairness and equity consistent with quality of workmanship, reasonable productivity of experienced and capable employees, and the reasonable productive capacities of equipment.

ARTICLE 37
Environmental Control Program

Section 1. The Company will continue to cooperate with the Union in all legitimate labor-management activities in this area.

Section 2. The Company shall compensate any employee who 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 Company's request.

Section 3: The Company will pay actual lost time wages when an employee participates in protective league meetings, limited to one (1) employee attending up to two (2) meetings per year, maximum of two (2) days per meeting. Local agreements which provide for employee participation in excess of this section shall continue to be honored.

ARTICLE 38
Separability

If any provisions of this Contract shall be held invalid or in conflict with any Federal or State law, the remainder of the Contract shall not be affected thereby.

ARTICLE 39
Apprenticeship Programs

The federally approved apprenticeship programs currently in effect shall remain in effect throughout the term of this Contract along with its rules, regulations and apprenticeship committees.

ARTICLE 40

Wages

Section 1. Effective April 1, **2005**, all base hourly wage rates will be increased **three percent (3%)** per hour.

Section 2. Effective April 1, **2006**, all base hourly wage rates will be increased **three percent (3%)** per hour.

Section 3. Effective April 1, **2007**, all base hourly wage rates will be increased **two and one half percent (2.5%)** per hour.

Section 4. The base hourly wage rate for newly-hired production employees shall be as follows: for the first year of employment, it shall be two dollars (\$2.00) per hour less than the rate set forth in Schedule A; for the second year of employment, it shall be one dollar (\$1.00) per hour less than the rate set forth in Schedule A. Beginning the third year of employment, the applicable rate of pay set forth in Schedule A shall be paid. In the event a newly-hired employee is transferred from one plant to another as a result of a plant closing under Article 8 of this Agreement, he/she shall not be considered a "newly-hired" employee. A "newly-hired" employee who is transferred or successfully bids to another job during the first year period shall receive one dollar (\$1.00) less than the qualified rate. A "newly-hired" employee who is transferred or successfully bids a second time during the second year shall receive the qualified rate.

Section 5. All hot patch repair work will be paid at **two dollars (\$2.00)** above the base rate for jobs performed under extreme heat conditions of a non-routine nature.

ARTICLE 41

Cost-of-Living

Section 1. 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 Article.

Section 2. 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 (1¢) 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 Article.

- (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 percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

- (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 percent (6%) rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six percent (6%).

Section 3. Any cost-of-living increase required under this Article will be paid on the standard hourly base rate required by this Contract and will be paid for all purposes.

ARTICLE 42

Local Agreements

Section 1. All local agreements will remain in full force and effect unless changed by mutual agreement between the International Union, the Local Union and the Company.

Section 2. All local agreements shall be reduced to writing by the Local Union and the Company and a copy submitted to the President of the International Union.

Section 3. Local Agreements which provide for monetary and non-monetary benefits in excess of those provided for in this Contract shall continue and shall not be considered to be inconsistent with or in conflict with the provisions of this Contract.

Section 4. Any written or verbal local agreements shall not be changed unless by mutual agreement.

- (a) Any current local agreement that is not now in writing shall be reduced to writing within thirty (30) days following the execution date of this Contract. Any future such agreements shall be put into writing and signed by the Local Union and the local plant management. Any such agreements shall not conflict with the terms of this Contract.
- (b) A copy of each local agreement shall be submitted to the International President of the

Union and the Vice President, Human Resources of the Company.

ARTICLE 43
Labor-Management Committee

Section 1. A Labor-Management Committee is hereby established.

- (a) Union Members shall include the President of each Local Union covered by this Contract and representatives of the International Union and Local Union to be appointed by the International President of the Union.

- (b) Company members shall include representatives of the management of each plant covered by this Contract and other representatives of the management of the Company.

Section 2. The Labor-Management Committee shall meet once each year to discuss matters of mutual interest. Each meeting shall be limited to a discussion of written agenda items prepared and agreed to in advance by and between the Vice-President, Human Resources of the Company, or his designated representative, and the International President of the Union, or his designated representative. The Union and the Company will be allotted adequate time to discuss items on the written agenda.

ARTICLE 44
Leave of Absence

Section 1. At the discretion of the Company, an employee may be granted a leave of absence not to exceed one (1) year without loss of seniority. Leaves of

greater duration or extensions of leave may be granted. Such requests shall not be unreasonably withheld.

Section 2. No employee shall accept other employment during a leave of absence without consent of the Company. The Union shall be notified in writing of any leave of absence and length of said leave.

Section 3. (Former O-I West only) In the event an employee acquires a child by adoption, the employee shall be granted a leave of absence for the length of time required by the agency involved in the adoption. Seniority shall accumulate during this leave of absence and upon return to work the employee shall be assured of a job in accordance with their seniority and qualification.

ARTICLE 45

Temporary and Part-Time Help

The Company agrees that there shall be no temporary or part-time help permitted during the term of this Contract, unless by special agreement in writing by the Local and International Union.

Any special agreement shall spell out any and all conditions, including the reason(s) for outside labor, the time limits and duration of work, the affects of seniority and any contractual rights and privileges.

P&M WAREHOUSES

Atlanta	Attached to Plant
Clarion	Attached to Plant, and 390 Amsler Ave., Shipperville, PA. and Bridgeton, New Jersey (on property)
Zanesville	Attached to Plant and 3530 East Pike
Muskogee	Attached to Plant
Crenshaw	Attached to Plant
Volney	On Property
Danville	Attached to Plant
Los Angeles	Warehouses #90, #92 on Property
Toano	Attached to Plant
Winston-Salem	Attached to Plant
Streator	Attached to Plant
Tracy	Attached to Plant
Charlotte	Attached to Plant
Hayward	On Property
Portland	#4, 6331 N.E. 92nd Drive (warehousing only) #5, 6327 N.E. 92nd Drive (warehousing only)
Lapel	Attached to Plant
Waco	Attached to Plant
Antioch	On Property
Brockway	Attached to Plant

The provisions of the second paragraph of Article 1 (Union Recognition and Jurisdiction), Section 1 of the Contract shall apply to any future such glass container warehouse.

SCHEDULE "A"
PRODUCTION EMPLOYEES
FORMER OWENS-ILLINOIS AND FORMER BROCKWAY - EAST

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Dept. #152 - Batch & Furnace					
B0502	5	Cullet Trucker	15.680	16.160	16.580
B0601	6	Utility Worker - General Work	15.780	16.260	16.690
B0800	8	Batch Unloader-Cullet Trucker	15.990	16.480	16.910
B0801	8	Scale Operator/Cullet Inspector	15.990	16.480	16.910
B0802	8	Batch Deliverer - Monorail	15.990	16.480	16.910
B0803	8	Furnace Utility	15.990	16.480	16.910
B0805	8	Basement Cullet Trucker-Comp.Room Attd	15.990	16.480	16.910
B0901	9	Unloader-Insp/Color Mixer/Cit Trucker	16.090	16.580	17.020
B1200	12	Hot Repairman	16.400	16.900	17.340
BDCL09	16	Batch House Auto Control Attendant	18.120	18.670	19.160
B1602	16	B&F Auto Control Attendant	18.370	18.930	19.430
Dept. #221 - Mold Repair					
E0905	9	Mold Cleaner	16.090	16.580	17.020
E1003	10	Mold Cleaner-Shift Line Trucker	16.190	16.690	17.130
E1102	11	Solid Film Lubr. Oper. & Polisher	16.290	16.790	17.240
E1103	11	Mold Cleaner-Off Premise Trucker	16.290	16.790	17.240

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Dept. #250 - Selecting & Carton Dept					
G0203	2	Utility Worker	15.370	15.840	16.260
G0205	2	Dropper Assembler	15.370	15.840	16.260
G0300	3	Selector	15.470	15.940	16.370
G0314	3	Cleaner	15.470	15.940	16.370
G0404	4	Utility & Cleanup Worker	15.570	16.050	16.470
G0410	4	Carton Assembler I	15.570	16.050	16.470
G0415	4	PSL Machine Operator	15.570	16.050	16.470
G0418	4	Auto Palletizer & Depalletizer Oper	15.570	16.050	16.470
G0419	4	Light Station/Line Observer	15.570	16.050	16.470
G0505	5	Carton Assembler II	15.680	16.160	16.580
G0508	5	Label Machine Operator	15.680	16.160	16.580
G0509	5	Palletizer	15.750	16.240	16.690
G0600	6	Utility Worker - General Work	15.780	16.260	16.690
G0605	6	Lehr Attendant	15.780	16.260	16.690
G0609	6	Auto. Palletizer Attendant	15.780	16.260	16.690
G0617	6	SAL Machine Attendant	15.780	16.260	16.690
G0630	6	Process Attendant I	15.780	16.260	16.690
G0709	7	Auto Strapper-Palletizer-Hi-Lift Trucker	15.880	16.370	16.800
G0717A	7	Carton Assembly Handyworker-Trucker	15.880	16.370	16.800
G0723	7	Resort-Depalletizer-Palletizer-Trucker	15.880	16.370	16.800
G0724	7	Palletizer/Trucker/Inverter	15.880	16.370	16.800

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
G0730	7	Process Attendant II	15.880	16.370	16.800
G0808	8	Process Checker	15.990	16.480	16.910
G0809	8	Hi-lift Tractor Operator	15.990	16.480	16.910
G0813	8	Carton Inventory	15.990	16.480	16.910
G0901	9	Quality Inspec. - Warehouse Stock	16.090	16.580	17.020
G0910	9	Warehouse Auditor-Packed Ware Auditor	16.090	16.580	17.020
G1003	10	Lehr Quality Controller	16.190	16.690	17.130
Dept. #262 - Purchasing & Stores					
X0601	6	Storeroom Attendant	15.780	16.260	16.690
X0901	9	Receiving & Dispensing Clerk	16.090	16.580	17.020
X1000	10	Clerk & Stores Attendant	16.190	16.690	17.130
X1100	11	Purchasing & Stores Clerk Attend.	16.290	16.790	17.240
Dept. #263 - Quality & Specifications					
Q0704	7	Tester - General Work	15.880	16.370	16.800
Q0803	8	Specification Tester	15.990	16.480	16.910
Q0903	9	Spec. Qual & Gauge Control Worker	16.090	16.580	17.020
Q0904	9	Graduator & Tester	16.090	16.580	17.020
Q1001	10	Graduator & Tester	16.190	16.690	17.130
Q1005	10	Quality Assurance Tester	16.190	16.690	17.130
Q1105	11	Spec. Qual. & Gauge Cont. Worker	16.290	16.790	17.240

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Dept. # 270 - Storing & Shipping					
N0602	6	Reselect/Resort Server-Loader	15.780	16.260	16.690
N0603A	6	Storing & Shipping Handyworker	15.780	16.260	16.690
N0708	7	Auto Strap-Pallet Operator	15.880	16.370	16.800
N0806	8	Hi-Lift Tractor Operator	15.990	16.480	16.910
Dept. #271 - Transfer Department					
J0300	3	Reselector	15.470	15.940	16.370
Dept. #284 - ACL Decorating					
K0300	3	Selector - Decorated Ware	15.470	15.940	16.370
K0411	4	Over Inspector-Decorating Dept	15.570	16.050	16.470
K0501	5	Ware Server	15.680	16.160	16.580
K0601	6	General Utility-Utility Worker	15.780	16.260	16.690
K0806	8	Hi-Lift Operator - Decorating	15.990	16.480	16.910
K0808	8	Screen Maker	15.990	16.480	16.910
K0903	9	Auto. Machine Attendant	16.090	16.580	17.020
K0905	9	Decorating Line Set-Up	16.090	16.580	17.020

SCHEDULE "A"
PRODUCTION EMPLOYEES
FORMER OI EAST - MAINTENANCE, CREW LEADERS & SERVICE WORKERS

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Service Employees					
PB220		Service Worker B	15.370	15.840	16.260
PC230		Service Worker C	15.370	15.840	16.260
PD240		Service Worker D	15.470	15.940	16.370
MU800		Utility Worker-General Utility (Machine Repair)	15.990	16.480	16.910
M0903		Handyman (Mechanical Repairman Helper)	16.090	16.580	17.020
Crew Leaders					
GB620		Crew Leader B	16.190	16.690	17.130
GC630, QC630		Crew Leader C	16.400	16.900	17.340
BD640, GD640, MD640		Crew Leader D	16.780	17.290	17.740
GE670		Production Crew Leader Relief	17.430	17.960	18.430
BE650, ME650, GE650		Maintenance Crew Leader E	22.170	22.850	23.440
DE650		Machine Repair Crew Leader E	22.170	22.850	23.440

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Maintenance & Repair Employees					
(All Depts. Employing Apprenticeable Trades)					
DM10-N		Mold/Machine Repair Utility Worker/Handyworker	16.340	16.830	17.250
MT530,GT530		Maintenance Journeyman	21.650	22.300	22.860
DT530		Repairman Journeyman	21.650	22.300	22.860
DP540		Line Repair Person, Job Changer	21.820	22.470	23.030
DA550, GA550, MA550*** Apprentices					
	11	0 - 1,000 Hours	17.050	17.560	18.000
	12	1,001 - 2,000 Hours	17.160	17.670	18.120
	13	2,001 - 3,000 Hours	17.270	17.780	18.230
	14	3,001 - 4,000 Hours	17.370	17.900	18.350
	16	4,001 - 5,000 Hours	17.540	18.060	18.520
	17	5,001 - 6,000 Hours	17.750	18.290	18.750
	18	6,001 - 7,000 Hours	18.020	18.560	19.030
	DQ	7,001 - 8,000 Hours	18.620	19.180	19.660

SCHEDULE "A"
PRODUCTION EMPLOYEES
FORMER BROCKWAY EAST -MAINTENANCE, CREW LEADERS & SERVICE WORKERS

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
		Dept. #152 - Batch & Furnace			
BDRLF		Relief Supervisor-Salary Replacement- Plt 08, 12, 19, 29	18.880	19.450	19.940
		Dept. #250 - Selecting & Carton Dept			
GD640		Crew Leader D (03,12,19)	16.700	17.210	17.660
GE670		Production Crew Leader Relief	17.430	17.960	18.430
GBRLF		Relief Supervisor-Salary Replacement-Plt 29	16.690	17.190	17.620
GBRLF		Relief Supervisor -Salary Replacement-Plt 19	17.210	17.730	18.170
GBRLF		Relief Supervisor -Salary Replacement-Plt 03,08,18	17.210	17.730	18.170
		Dept. #270 - Storing & Shipping			
ND640		Crew Leader D	16.500	17.010	17.460
NDRLF		Relief Supervisor-Salary Replacement-Plt 03,12,29	16.490	16.980	17.400

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Maintenance & Repair Employees					
(All Depts. Employing Apprenticeable Trades)					
MG0301	3	General Labor	15.470	15.940	16.370
M0601	6	General Utility-Utility Worker	15.780	16.260	16.690
MG0802	8	General Labor Crew Leader	15.990	16.480	16.910
MG0902	9	Surface Spray Attendant	16.090	16.580	17.020
MG0904	9	Compressor Room Attendant	16.090	16.580	17.020
MT530		Maintenance Journeyman	21.650	22.300	22.860
MT530A		Maintenance Crew Leader	22.170	22.850	23.440
ME650		Maintenance Crew Leader E	22.420	23.090	23.670
Apprentices					
MA550	11	0 - 1,000 Hours	17.050	17.560	18.000
	12	1,001 - 2,000 Hours	17.160	17.670	18.120
	13	2,001 - 3,000 Hours	17.270	17.780	18.230
	14	3,001 - 4,000 Hours	17.370	17.900	18.350
	16	4,001 - 5,000 Hours	17.540	18.060	18.520
	17	5,001 - 6,000 Hours	17.750	18.290	18.750
	18	6,001 - 7,000 Hours	18.020	18.560	19.030
	DQ	7,001 - 8,000 Hours	18.620	19.180	19.660

SCHEDULE "A"
PRODUCTION EMPLOYEES
OWENS-ILLINOIS - WEST

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
Dept. #152 - Batch & Furnace					
B0601	6	Utility Worker - General Work	15.810	16.280	16.690
B0800	8	Batch Unloader - Cullet Trucker	16.020	16.500	16.910
B0801	8	Scale Operator/Cullet Inspector	16.020	16.500	16.910
B0901	9	Unloader-Insp/Color Mixer-Cit Trucker	16.120	16.600	17.020
B1602	16	Batch & Furnace Auto Control Attendant	18.410	18.960	19.430
Dept. #221 - Mold Repair					
E0700	7	Mold Storage Attendant	15.910	16.390	16.800
E0805	8	Shift Polisher/Line Trucker	16.020	16.500	16.910
E1003	10	Mold Cleaner-Shift Line Trucker	16.220	16.710	17.130
Dept. #250 - Selecting & Carton Dept.					
G0300	3	Selector	15.500	15.970	16.370
G0404	4	Utility & Clean Up Worker	15.600	16.070	16.470
G0410	4	Carton Assembler	15.600	16.070	16.470
G0415	4	PSL Machine Operator	15.600	16.070	16.470
G0418	4	Auto Palletizer & Depalletizer Oper	15.600	16.070	16.470
G0602	6	Production Recorder/Line Helper	15.810	16.280	16.690

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
G0605	6	Lehr Attendant	15.810	16.280	16.690
G0709	7	Auto Strapper-Palletizer-Hi-lift Trucker	15.910	16.390	16.800
G0710	7	Bulk Palletizer Attendant/Lift Driver	15.910	16.390	16.800
I0705	7	Carton Assembly Setup Worker	15.910	16.390	16.800
G0809	8	Hi-Lift Tractor Operator	16.020	16.500	16.910
G0818	8	Inspector & Prod. Counter	16.020	16.500	16.910
G0910	9	Warehouse Auditor-Packed Ware Auditor	16.120	16.600	17.020
G1003	10	Lehr Quality Controller	16.220	16.710	17.130
Dept. #262 - Purchasing & Stores					
X0901	9	Receiving & Dispensing Clerk	16.120	16.600	17.020
X1100	11	Purchasing & Stores Clerk Attend.	16.330	16.820	17.240
Dept. #263 - Quality & Specifications					
Q0904	9	Graduator & Tester	16.120	16.600	17.020
Q1001	10	Graduator & Tester	16.220	16.710	17.130
Dept. #271 - Transfer Department					
J0300	3	Reselector	15.500	15.970	16.370
Dept. #270 - Storing & Shipping					
N0806	8	Hi-Lift Tractor Operator	16.020	16.500	16.910
N0902	9	Warehouse Service Worker	16.120	16.600	17.020

SCHEDULE "A"
PRODUCTION EMPLOYEES
OI WEST -MAINTENANCE, CREW LEADERS & SERVICE WORKERS

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
		Service Employees			
PB220,NA220		Service Worker B	15.400	15.860	16.260
PC230		Service Worker C	15.400	15.860	16.260
PD240		Service Worker D	15.500	15.970	16.370
		Crew Leaders			
GA611		Crew Leader A	16.120	16.600	17.020
GB621,HB620,QB621		Crew Leader B	16.330	16.820	17.240
GC630,HC630		Crew Leader C	16.530	17.030	17.460
BD640,GD640		Crew Leader D	16.820	17.320	17.750
BP663		Batch & Furnace Crew Leader	19.080	19.650	20.140
GC671		Production Crew Leader E	17.560	18.090	18.540
ME650,GE650		Maintenance Crew Leader E	22.300	22.970	23.540
MF650		Maintenance Crew Leader E Relief	22.500	23.180	23.760

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
		Maintenance & Repair			
		(All Depts. Employing Apprenticeable Trades)			
M0601	6	General Utility - Utility Worker	15.810	16.280	16.690
M0901	9	Maintenance Helper	16.120	16.600	17.020
M0903	9	Handyman	16.120	16.600	17.020
MT530		Maintenance Journeyman	21.650	22.300	22.860
MA550,MA551		Apprentices			
	11	0 - 1,000 Hours	17.050	17.560	18.000
	12	1,001 - 2,000 Hours	17.160	17.670	18.120
	13	2,001 - 3,000 Hours	17.270	17.780	18.230
	14	3,001 - 4,000 Hours	17.370	17.900	18.350
	16	4,001 - 5,000 Hours	17.540	18.060	18.520
	17	5,001 - 6,000 Hours	17.750	18.290	18.750
	18	6,001 - 7,000 Hours	18.020	18.560	19.030
	DQ	7,001 - 8,000 Hours	18.620	19.180	19.660

SCHEDULE "A"
CENTRAL MACHINE SHOP PLANT #76

Job No.	Labor Grade	Job Title	04/01/05	04/01/06	04/01/07
VBB220	2	Janitor	15.370	15.840	16.260
VB0401	4	Cleaner	15.570	16.050	16.470
VB0601	6	General Utility-Utility Worker	15.780	16.260	16.690
VB1100	11	Storeroom-Shipping & Receiving Attendant	16.290	16.790	17.240
VG7530, VFT530, VMT530		Maintenance Journeyman	21.650	22.300	22.860
VFD640		Maintenance Crew Leader	22.170	22.850	23.440
VME650		Maintenance Crew Leader E	22.420	23.090	23.670
VGA550, VMA550		Apprentices General & Furnace Maintenance			
	11	0 - 1,000 Hours	17.050	17.560	18.000
	12	1,001 - 2,000 Hours	17.160	17.670	18.120
	13	2,001 - 3,000 Hours	17.270	17.780	18.230
	14	3,001 - 4,000 Hours	17.370	17.900	18.350
	16	4,001 - 5,000 Hours	17.540	18.060	18.520
	17	5,001 - 6,000 Hours	17.750	18.290	18.750
	18	6,001 - 7,000 Hours	18.020	18.560	19.030
	DQ	7,001 - 8,000 Hours	18.620	19.180	19.660

**OWENS-BROCKWAY GLASS CONTAINER INC.
OFFICERS AT THE CONFERENCE**

Alan Babin
Al Baker
Melanie Bish
Tom Bost
Joan Channell
Norah Chico-Scott
Tim Connors
Rachel DeBuck
Rod Detmer
Jack Dobmeier
John Elliott
Renee Ellis
Terri Fitzpatrick
Alice Gross
Steve Jenkins
Yvon Lapierre
Craig Lemieux
Jerry Lemieux
Matt Longthorne
Steve Malla
Dave McCormick
Shaun McMackin
Kim Meneilly
Jo Merritt
Gary Morgan
Laura Nemire
John Raybuck
Jim Seving
Bill Smith
Denny Silvis
Steve Stanford

**GLASS, MOLDERS, POTTERY, PLASTICS
& ALLIED WORKERS
INTERNATIONAL UNION
(AFL-CIO,CLC)**

On behalf of itself as the International Union as agent for
and on behalf of its Local Unions covered by this
Contract, agreed to this 26th day of March, 2005.

By: Russell Babcock
Executive Officer

Brenda Scotland
Executive Officer

Rickey Hunter
Executive Officer

OWENS-BROCKWAY GLASS CONTAINER INC.

By: Jerry Lemieux
Al Baker
Denny Silvis

**CONFEREES
TO
OWENS-BROCKWAY GLASS CONTAINER INC.
PRODUCTION AND MAINTENANCE CONFERENCE**

LOCAL #33

Anthony P. Vessecchia
Toano, Virginia

LOCAL #89

Linda Faulkner
Danville, Virginia

LOCAL #101

Diane Aldridge
Atlanta, Georgia

LOCAL #105

Larry Price
Zanesville, Ohio

LOCAL #110

Tony Modaffare
Crenshaw, Pennsylvania

LOCAL #112

Phil Huddleston
Portland, Oregon

LOCAL #137

Fred Carino
Los Angeles, California

LOCAL #140

Steve Schmillen
Streator, Illinois

LOCAL #141

Kay Hannon
Oakland, California

LOCAL #142

Wesley Eide
Oakland, California

LOCAL #159

Tom Buzza
Zanesville, Ohio

LOCAL #168

James E. Jessup, Jr.
Winston-Salem, North Carolina

LOCAL #177

Dan Trevino
Tracy, California

LOCAL #178

Mark Gildow
Zanesville, Ohio

LOCAL #195

Mike Hammons
Muskogee, Oklahoma

LOCAL #202

Jean M. Jackson
Charlotte, Michigan

LOCAL #207

Minnie Delph
Lapel, Indiana

LOCAL #246
Bill Wilshire
Clarion, Pennsylvania

LOCAL #259
Alvin Kreder, Jr.
Waco, Texas

OWENS-ILLINOIS
March 26, 2005

Mr. Russell Babcock
Executive Officer
Glass, Molders, Pottery, Plastics
& Allied Workers International Union
Hyatt Sarasota
1000 Boulevard of the Arts
Sarasota, FL 34246

Dear Mr. Babcock:

Below is a listing of all letters of intent that relate to the
P & M as follows:

For Former Owens-Illinois Plants only...

02/23/74	Jury Duty
04/01/83	Jury Duty - Illinois
12/01/86	Plant/Department Seniority

Former Brockway Plants only...

03/06/74	Group Leader or Crew Leader Definitions
03/26/74	Physician Proof of Illness
03/10/77	Excluded Duties - Hourly Foreman Replacement
03/22/77	Vacation time when Holiday is Worked

02 06/80 Selection of Temporary Supervisor
01/31/83 Locked Mailbox
07 29/86 Timely Assessment of Discipline
07/29/86 Reselect Work
07/31/86 Summer Employment Program
08/10/86 Incentive Pay

For All Owens-Brockway Plants...

10/10/88 Industry Standards for Medical Care
04/04/80 Seniority Plus Ability
09/09/80 Crediting Company Service
01/29/83 Disabled Retirement - PTD
04/01/83 Group Insurance - Level of Benefits
07/23/86 Additional Week of Vacation Carryover
07/25/86 Hazard Communication Training Program
07/30/86 Computer Work (2)
08/05/86 Handicapped Employees - Rate of Pay
10/31/86 ECO During Vacation (plus example)
10/31/86 Seniority Plus Ability
06/16/89 Substance Abuse Program
09/26/89 Labor/Management Meeting Expenses
09/26/89 Mitigating Circumstances
10/04/89 Sub-Contracting - Reselct
10/05/89 Handicapped Employees
10/12/89 Brockway Only Provision Do Not Effect O-I
10/12/89 Leave of Absence - Vacation Day Use
01/14/93 Environmental Control Program
01/22/93 Trainer Rate
01/22/93 Supervisory Employees
01/25/93 On-Job Health Protection Leased
Warehouses
01/26/93 Vacations (P&M)
01/27/93 Definition of "Union Business"
01/29/93 Adjustment of Pension 1989-1993
01/17/96 Department Seniority
01/20/96 Crew Leader Responsibilities
01/27/96 O-I West Starting and Quitting Times

01/27/96 Report and Call-In Pay/Holidays on Sunday
01/27/96 Sub-Contracting (GMP Travel Crew)
01/27/96 Work on Rebuilds
03/07/96 HMO Weekly Contributions (Joint)
01/18/99 Light Duty
01/22/99 Child Support Order
01/25/99 GMP Journeyman Hires
01/26/99 Apprenticeship Pool
01/27/99 Health & Safety (Physical Exams plus
Examples) (Joint)
03/28/99 HMO Closing (Joint)
03/29/99 HMO Participation - Hearing Aid (Joint)
03/29/99 Premium Pay (Double Back) (Joint)
03/18/02 Defibrillators
03/18/02 E.M.T.'s
03/20/02 Re-Sort Work at "G" Street Warehouse -
Oakland, CA
03/20/02 Voluntary Layoffs
03/20/02 Section 401(k) Savings Plan (Joint)
03/23/02 Flu Shots
03/24/02 Withdrawal of Physician from PPO Network
(Joint)
03/26/02 Journeyman Rate Equalization
03/26/02 Jobs Previously "Red Circled"
03/19/05 **Brooksville, PA Warehouse**
03/21/05 **Article 20 (Equipment Supplied)(P&M)**
03/24/05 **East-West Rate Differential**
03/24/05 **Summary Plan Descriptions**
04/06/05 **Health and Safety**

Sincerely,
Al Baker
Manager of Employee
and Labor Relations
Owens-Illinois Glass Container
North America

— NOTES —

2007

JANUARY

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

APRIL

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15	16	17	18	19	20	21
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29	30					

JULY

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15	16	17	18	19	20	21
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29	30	31				

OCTOBER

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28	29	30	31			

JANUARY

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27	28	29	30	31		

APRIL

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27	28	29	30			

JULY

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27	28	29	30	31		

OCTOBER

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FEBRUARY

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18	19	20	21	22	23	24
25	26	27	28			

MAY

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

AUGUST

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

NOVEMBER

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

2008

FEBRUARY

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

MAY

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

AUGUST

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

NOVEMBER

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

MARCH

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

JUNE

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

SEPTEMBER

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

DECEMBER

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

MARCH

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

JUNE

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

SEPTEMBER

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

DECEMBER

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