

CONTRACT

in the

MOLD MAKING DEPARTMENT

between the

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

and the

**ANCHOR GLASS
CONTAINER CORPORATION
2013-2017**

Effective
September 1, 2013
and to continue effective through
AUGUST 31, 2017

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PREAMBLE

This contract, entered into this 30th day of May 2014, and effective September 1, 2013, by and between the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC Flint Glass Industry Conference (hereinafter referred to as the 'Union'), and the Anchor Glass Container Corporation (hereinafter referred to as the 'Company'), for those plants listed at the end of this contract (hereinafter referred to as the 'Company'), is hereby approved and accepted by the joint conference of the Union and Company at their conference concluded this date, and is a union shop contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees as set forth in Article 1 of this contract, in accordance with existing federal and state statutes.

ARTICLE 1 UNION RECOGNITION

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

ARTICLE 2 UNION SHOP

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

2. In states where by law employees may not be required to become members of the Union as a condition of employment, then to the extent permitted by law, all such employees who do not become members of the Union after thirty (30) calendar days, the effective date or the execution date of this contract, whichever is later, shall as a condition of employment, pay to the Union each month an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which amount shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present employees who do not

choose to become members of the Union, such payments shall commence thirty (30) calendar days following the effective date or the execution date of this contract, whichever is later. The Union agrees to indemnify the Company against claims made against it as a result of the application of this Article.

ARTICLE 3 DEFINITION OF MOLD MAKING

1. The following work shall be classed as mold making and shall be under the jurisdiction of the USW Flint Glass Industry Conference Mold Makers. Planing, joining, pinning, venting, letter cutting, filing, scraping in the construction of new cast figured molds, turning and chipping of molds and keeping the same in repair, master forms for molds, blanks, and bottom plates, making neck rings, baffle plates and funnels.

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

- (a) Decision of the internal jurisdictional disputes machinery of the AFL-CIO,
- (b) Agreement with any other International Union whose members have been performing any such work, or
- (c) Decision of the National Labor Relations Board.

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

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

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

**ARTICLE 4
MANAGEMENT AND UNION RESPONSIBILITY**

1. The Union recognizes that the Company is responsible for the management and operation of their plants.

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

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

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

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

**ARTICLE 5
HOURS OF WORK**

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

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

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

4. The week's starting time in the Mold Making Department shall not be earlier than 6:00 a.m. Monday. No Mold Maker or Apprentice shall work more than four (4) hours in excess of his established hours of work per day in any one (1) day or ten (10) hours in any one (1) week, these overtime hours shall be paid at the rate of double time.

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

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

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

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

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

ARTICLE 6 SENIORITY-TRANSFER RIGHTS

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

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

3. An employee with one (1) year or more of seniority who is terminated because of a permanent reduction in the working forces shall, within thirty (30) days after the

date of his termination, make application to the human resources department of the plant where he was formerly employed specifying the other plants under the jurisdiction of this contract at which he wishes to be considered for employment.

Any such employee shall be considered at other plants for job openings for which he is qualified for a period of one (1) year subsequent to the date of his termination but may extend this period for a second year by requesting such extension at the human resources department of the plant where he was formerly employed within ninety (90) days prior to the end of the first year following his termination, and for a third year, fourth year, or fifth year, if applicable, by giving similar notice within ninety (90) days prior to the end of the second year, third year, or fourth year, respectively, following his termination.

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

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

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

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

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

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

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

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

ARTICLE 7 REPORTING AND CALL-IN PAY

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

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

3. An employee who is called into work other than during his scheduled time will be paid four (4) hours' pay at the regular rate or actual hours worked at the applicable premium time rate, whichever is greater. This policy shall apply when an employee is called in early to his regular shift and works continuously from the time of reporting to his regular shift, unless he was so requested on the preceding day to report early for his next shift.

ARTICLE 8 DUTY OF EMPLOYEES

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

ARTICLE 9 EMPLOYMENT

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

**ARTICLE 10
HOURLY MINIMUM RATE**

1. Effective September 1, 2013, all employees covered by this agreement shall receive a general increase of 2.5%, plus a Skill Adjustment of \$0.25 per hour.

Effective September 1, 2014, all employees covered by this agreement shall receive a general increase of 2.0%.

Effective September 1, 2015, all employees covered by this agreement shall receive a general increase of 2.25%.

Effective September 1, 2016, all employees covered by this agreement shall receive a general increase of 2.0%.

Minimum Hourly Rates

	<u>9/1/2013</u>	<u>9/1/2014</u>	<u>9/1/2015</u>	<u>9/1/2016</u>
Journeyman	\$ 26.55	\$ 27.08	\$ 27.69	\$28.24
Apprentice 1 st Year	\$ 22.04	\$ 22.48	\$ 22.99	\$23.45
Apprentice 2 nd Year	\$ 22.24	\$ 22.68	\$ 23.19	\$23.65
Apprentice 3 rd Year	\$ 22.57	\$ 23.02	\$ 23.54	\$24.01
Apprentice 4 th Year	\$ 22.85	\$ 23.31	\$ 23.83	\$24.31

2. Effective upon ratification of the contract, all active employees covered by this agreement, will receive a Ratification Bonus Payment of \$250.

3. The increases in the above rates will be calculated to the nearest one cent.

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

5. During the term of this contract, an annual cost-of-living increase will be made on April 1, 2014 and on April 1, 2015, in accordance with the provisions of this section.

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

(a) For the cost-of-living increase on April 1, 2014, the base for the twelve (12) month period (March, 2013, through February, 2014) will be the index for February, 2014, as reported in March, 2014. There will be no increase on April 1, 2014, unless there has been a six (6) percent rise in the Consumer's Price Index

on such base, and any increase on this date will be computed by excluding initially said six (6) percent.

(b) For the cost-of-living increase on April 1, 2015, the base for the twelve (12) month period (March, 2014, through February, 2015) will be the index for February, 2015, as reported in March, 2015. There will be no increase on April 1, 2015, unless there has been a six (6) percent rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six (6) percent.

(c) For the cost-of-living increase on April 1, 2016, the base for the twelve (12) month period (March, 2015, through February, 2016) will be the index for February, 2016, as reported in March, 2016. There will be no increase on April 1, 2016, unless there has been a six (6) percent rise in the Consumer's Price Index on such base, and any increase on this date will be computed by excluding initially said six (6) percent.

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

ARTICLE 11 METHOD OF PAYMENT

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

2. Pay shortages shall be corrected the next business day after notice from the employee affected has been verified. After notice from the employee, the Company will have one (1) business day to investigate and verify the pay shortage.

ARTICLE 12 APPRENTICES

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

If the Company is maintaining his full quota or more of Apprentices, and a vacancy occurs among the regular Journeymen due to quit, retirement or death, and a competent Journeyman Mold Maker is not available for hire after application of Article 9, the Company may employ another apprentice. In such instances the senior Apprentice having three (3) or more years of his apprenticeship completed shall advance to the

journeyman rate, but he must complete his four (4) years to be classed as a Journeyman.

2. Apprentices must be eighteen (18) at the time of beginning their apprenticeship, or as required by applicable law.

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

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

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

6. The Company recognizes that better utilization of the working force can be attained if Apprentice Mold Makers are properly trained and agree to establish a bona fide program for Apprentices after discussion with a Union committee of not more than three (3) members, which program will, consistent with the needs and facilities of the Company involved, provide such training. If the Company did not register an apprentice program with either the Bureau of Apprenticeship, United States Department of Labor, or a recognized state apprenticeship agency during the term of the prior contract will apply for registration prior to November 1, 2014. If a new apprentice program is established by the Company during the term of this contract, the Company will within a reasonable period of time thereafter apply for similar registration. The Union will cooperate with the Company in carrying out any such program.

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

8. Apprentices will be paid their regular base rate per hour for time lost from work for each regular workday for attending school under the Company's apprentice training program. After the satisfactory completion of each course taken by an Apprentice in connection with the Company's apprentice training program, the Company will reimburse the Apprentice for required expenses of books and tuition in connection with each such course. The Company will continue its present practices with respect to paying normal expenses for material incurred by Apprentices in connection with its

apprentice training program. If the Company does not have any such practices, it will establish a reasonable policy for the same.

9. The Company and the Union will work together to form a joint National Apprenticeship Committee, with an equal number of representatives from the Company and the Union. The National Apprenticeship Committee will establish an Apprentice Program that will become the standard for all facilities covered by this labor agreement. The Company shall cover any costs and expenses related to this Committee and Apprentice Program, with any lost time incurred by employees to be counted for purposes of calculating wages, including overtime, and determining benefit eligibility.

The development of these standards will provide guidelines for establishing and administering an apprenticeship program for Mold Makers. The establishment of this apprenticeship program will provide the Company with qualified Mold Makers by providing an apprentice the opportunity to become a skilled worker through an organized and properly supervised training program, practical experience, and related instruction.

ARTICLE 13 VACATIONS

1. Effective on anniversary dates falling on or after September 1, 1983, each employee under the jurisdiction of this contract who has been in the employ of the Company for one (1) year or more and has worked one thousand forty (1040) hours or more during the year, shall be entitled to a vacation with pay based on the general schedule of

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

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

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

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

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

four (4) weeks (with one hundred and sixty (160) hours' pay) of vacation after fifteen (15) years or more of continuous service;

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

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

five (5) weeks (with two hundred and forty-four (244) hours' pay) of vacation after thirty (30) years or more of continuous service; times his base hourly wage rate.

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

2. Effective on anniversary dates falling on or after September 1, 1983, each employee who is on the Company's payroll at the end of a qualifying year and who has worked more than four hundred (400) hours but less than one thousand forty (1040) hours during such qualifying year shall receive a vacation with pay based on the general schedule of

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

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

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

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

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

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

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

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

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

4. No employee will be required to work more than one thousand forty (1040) hours during any qualifying year in order to be entitled to vacation with pay. Any employee who has worked one thousand forty (1040) hours during any qualifying year and is on the Company's payroll at the end of any qualifying year will be entitled to a vacation with pay.

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

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

7. All other provisions, conditions and rules of eligibility governing vacations with pay shall, as in the past, be determined by each Company. All rules and regulations that deal with vacations with pay shall be submitted to Chairman of the USW Flint Glass Industry Conference.

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

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

10. Employees will not be required to take vacation during layoffs, sick leave, or FMLA leave.

ARTICLE 14 HOLIDAYS

1. The following days shall be recognized as holidays for a twenty-four (24) hour period, with the first shift starting not earlier than 6:00 a.m. the day of the holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24, Christmas Day, December 26, December 27, and December 31, and any

three (3) of the following four (4) days as designated by the local plant management: day after Thanksgiving Day, December 28, December 29, or December 30. Once said three (3) days are designated by local plant management during the first year of the contract, they will be observed for the term of the contract. (In the repair shops, there will be a thirty-two (32) hour holiday period for the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, and Thanksgiving Day. Such thirty-two (32) hour holiday period will commence at the beginning of the second night shift preceding the holiday. When there are consecutive holidays or when the shop has not been in operation on the preceding day, there will be a twenty-four (24) hour holiday period.)

2. Whenever any of the above holidays fall on Sunday, the following day, Monday, shall be recognized as the legal holiday, except that December 24, Christmas Day, December 26, December 27, December 31, New Year's Day, and, as applicable in accordance with the above designation of three (3) holidays, day after Thanksgiving Day, December 28, December 29, December 30 will be observed on the day on which they occur.

3. If Mold Makers are required to work on any of the above named holidays on account of a rush of business, they shall be paid double time for such work and in addition holiday pay as provided herein. Work on holidays shall be voluntary with the employee. Double time shall be paid for work performed on Easter Sunday.

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

- (a) That such employee must work, or be available for work, on his regularly scheduled working day next preceding and next following the holiday period unless excused by his supervisor, which will not be unreasonably withheld, or unless absent on such regularly scheduled working day due to an industrial accident within the plant. If he is absent without excuse on one (1) of the qualifying days, he shall lose one (1) day of holiday pay. If he is absent without excuse on both of the qualifying days, he shall lose two (2) days of holiday pay.
- (b) No payment will be made for holidays not worked to employees on compensated sick leave, leave of absence for any reason, or furlough or layoff, except employees who are laid off not more than thirty (30) days prior to a holiday and who meet the requirements set forth in subsection 4 (a) hereof. Employees laid off not more than thirty (30) days prior to Christmas will also be entitled to holiday pay for New Year's Day, provided they meet the requirements set forth in sub-section 4 (a) hereof.

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

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

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

ARTICLE 15 SHIFT DIFFERENTIALS

1. There shall be paid twenty-six cents (\$.26) per hour extra for all work performed on the first night shift. There shall be paid thirty cent (\$.30) per hour extra for all work performed on the midnight shift.

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

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

ARTICLE 16 INSURANCE PROGRAM ACTIVE EMPLOYEES

1. Effective September 1, 2013 the Company shall provide a comprehensive group life, accident, medical, dental, and health insurance program covering its employees represented by the Union at its plants under this contract. The Company shall be responsible for the administration of its program.

2. The Program under the 2011-2013 contract, as extended, shall remain in effect in its entirety through December 31, 2014. Insurance benefits and other revisions changed as a result of this Article shall be effective January 1, 2015, unless otherwise indicated. Such benefits shall become effective only for new claims which arise on or after the effective date. Claims for benefits that arise prior to the effective date shall be payable under the provisions of a Company's program as it existed prior to the effective date.

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

4. The medical and dental benefits of each such program are coordinated according to standard insurance procedures with benefits from other group plans and governmental health plans under which an insured member may also be covered. Any employee who waives comprehensive medical benefits and dental benefits coverage shall be paid \$2,500 per year.

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

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

(a) Full-time hourly employees, under this contract become eligible for coverage under the program on the first of the month following 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 twenty-sixth (26th) birthday, including legally adopted children and stepchildren and children under legal guardianship upon presentation of proof that the children are under legal guardianship of the employee and residing in the employee's household. Dependent children also includes:

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

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

(c) If husband and wife are both eligible to enroll for employee benefits, only one (1) may enroll for coverage of dependent children. Any person eligible for insurance as an employee cannot be covered as a dependent. An eligible dependent may be covered within thirty-one (31) days of eligibility.

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

(i) Non-occupational accident or sickness.

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

(ii) Occupational accident or sickness.

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

(iii) Continuation of coverage during layoff.

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

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

(e) Termination of employment.

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

In the event of an employee's death, benefits for all dependents will continue until the end of month following thirty (30) days from the date of death at no additional cost.

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

(f) Conversion privilege.

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

(g) This Article will be administered in accordance with the Tax Equity and Fiscal Responsibility Act of 1982, as amended, and other applicable laws as to medical and related programs as to working employees age 65 or over and eligible dependent spouses age 65 or over. Payments for Part B of Medicare for such a working employee and such an eligible dependent spouse are borne by the 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.

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

(a) Life and accidental death and dismemberment benefits: \$31,000.

(i) Includes \$9,000.00 cash permanent and total disability benefit, in lieu of death benefit, up to age sixty-five (65). The remainder of the life insurance will be a premium waiver benefit and will be paid to the beneficiary at death.

(ii) Employees may purchase up to \$100,000 of additional life insurance and AD&D insurance. The cost of the additional insurance will be subject to the annual renewal rate.

(iii) For disabilities incurred after September 1, 1999, should there be a dispute regarding the employee's P.T.D. status between the employee's attending physician and the examining physician representing the insurance company, then a physician mutually agreed upon between the Union and the 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.

(b) Non-occupational sickness and accident benefits: \$320

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

(c) Occupational sickness and accident benefits: \$320

The occupational disability supplemental benefit will be an amount, if necessary, so that when added to the workers' compensation benefits the payments will produce an amount equal to the non-occupational benefits; twenty-six (26) weeks' payment limit.

Comprehensive Medical Benefits

Effective January 1, 2015, a Preferred Provider Organization (PPO) featuring a Health Savings Account (HSA) plan will be offered to all employees.

(a) The HSA is a high-deductible medical plan (subject to federal regulations) with the following features:

- (1) A Company funded Health Savings Account which can be used to pay eligible healthcare expenses.
- (2) An option for employees to fund Health Savings Account which can be used to pay eligible healthcare expenses.
- (3) 100% coverage for preventative care with no deductible.

(b) The Company will contribute the following amounts to the employee's Health Savings Account: \$900 per year for single coverage and \$1,800 per year for employee plus dependent(s) coverage. Employees will receive the Company contribution in early January.

For 2015 only, the Company will contribute the following amounts, in addition to those listed above, to the employee's Health Savings Account: \$500 for single coverage and \$1,000 for employee plus dependent(s) coverage.

(c) The annual deductible will be \$1,300 per year for in-network single coverage and \$2,600 (subject to federal regulations) per year for in-network employee plus dependent(s) coverage. The annual deductible will be \$2,400 per year for out-of-network single coverage and \$4,800 per year for out-of-network employee plus dependent(s) coverage.

Out-of-network deductibles will be applied to the in-network deductible. In-network deductibles will not apply to the out-of-network deductible.

- (d) The annual out-of-pocket max will be \$3,000 per year for in-network single coverage and \$6,000 per year for in-network employee plus dependent(s) coverage. The annual out-of-pocket max will be \$6,000 per year for out-of-network single coverage and \$12,000 per year for out-of-network employee plus dependent(s) coverage.
- (e) Weekly contributions under the HSA medical insurance program are as follows:

<u>Coverage</u>	
Employee	\$11.05
Employee and one (1) Dependent	\$22.11
Employee and two (2) Or more dependents	\$33.15

1. A Preferred Provider Organization (PPO) involves a network of arrangements with suppliers of medical services and/or supplies.

In locations where the Company has no network, due to a change in carriers or has locations in areas not now part of the company, benefits under the program will be paid on the same basis as in-network benefits.

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

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

4. Covered expenses for comprehensive medical benefits subject to applicable co-pays and/or deductibles:

- (a) Daily hospital expenses. 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 necessary assistant surgeon's standard reasonable and customary fees for necessary surgical procedures performed on employees and their covered dependents. This also includes preoperative and post-operative care by surgeon. Vasectomies and tubal ligations included.

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

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

- (d) Medical benefits. Visits by the attending physicians to the employee or covered dependent while confined in the hospital are covered.
- (e) Maternity expenses. Hospital and surgical expenses for maternity will be paid in the same manner as expenses for other covered non-occupational medical illnesses.
- (f) Diagnostic x-ray and laboratory benefits. There is coverage for reasonable and customary diagnostic x-ray and laboratory expenses.
- (g) X-ray and radioactive therapy benefits. There is coverage for reasonable and customary x-ray and radioactive therapy expenses.
- (h) 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. Reasonable and customary out-patient treatments are covered.
- (i) Mental and nervous disorder benefits. There is coverage for reasonable and customary expenses for mental and nervous non-hospital disorders and hospital disorders.
- (j) Charges for the following procedures, care, and benefits will be covered at ninety percent (90%) in network (or seventy percent (70%) out of network)

subject to the then applicable deductible: ambulance services; birthing centers; hospice care; home health care.

- (k) Smoking cessation prescription drugs are covered under the prescription drug benefits program and the applicable copayment applies. (l) Preventive Care. Covered at 100% in network and 70% out-of network:
- Pap Smears (limit 2 per year),
 - Prostate Screening (limit 1 per year),
 - Mammograms (limit 1 per year),
 - Well Child Care to age 18,
 - Routine Immunizations to age 18,
 - Sports Physicals to age 18,
 - Routine Colonoscopy,
 - Bone Density Screening,
 - Well Women Exams for age 18 and above,
 - Routine Physical (limit 1 per year),
 - Flu Immunization,
 - Shingle Vaccination (limited to one dose per year if age 60 and above).

5. Preadmission certification is required for all admissions. Emergency admissions require notification within 24 hours of admission or by close of business the next business day. If Pre-Certification is not obtained, there will be a \$300 per-occurrence penalty if the incurred charges are greater than \$300. If the charges are less than \$300, the provider will be responsible for the entire amount.

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.)

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.

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

An employee or eligible dependent considering an operation or entering an out of network hospital or treatment facility for medical care is required to alert the

designated program administrator by telephone of this possibility at least one (1) week prior to, or within two (2) days' notification by a doctor of the need for surgery or hospitalization (except in the case of a life-threatening emergency, where certification is required within seventy-two (72) hours after admittance).

- (i) Employee and eligible dependents who comply with the above requirements will receive the maximum reimbursement allowable out of network under comprehensive medical benefits for the designated number of days that are certified. Should an employee or eligible dependent elect to stay beyond those days that are certified, in-patient room and board charges in excess of the designated number of days that are certified will not be covered.
- (ii) Certain operations require that a board certified second opinion be obtained.
- (iii) Certain operations require that they be performed on an out-patient basis. Should an employee or eligible dependent elect not to follow these requirements, even after the Pre-certification required under this subsection (b), in-patient room and board charges will not be covered.

6. Pre-admission testing benefits. Pre-admission testing is covered on a reasonable and customary basis. 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.

7. Prescription Drugs:

Preventive Prescription coverage for drugs are not subject to deductible. Co-payments that apply: Generic \$10, Preferred (Discounted) \$35, Non-Preferred (Non Discounted) \$50. Mail order prescriptions, up to a 90 day supply, will have a co-payment: Generic \$20, Preferred (Discounted) \$70, Non-Preferred (Non Discounted) \$100.

Other Prescription coverage for drugs (non-preventive) are subject to the deductible. After the deductible is satisfied, co-payments apply: Generic \$10, Preferred (Discounted) \$35, Non-Preferred (Non Discounted) \$50. Mail order prescriptions, up to a 90 day supply, will have a co-payment: Generic \$20, Preferred (Discounted) \$70, Non-Preferred (Non Discounted) \$100.

8. Vision Benefits. An employee and his eligible dependents will be reimbursed for the cost of a properly licensed doctor performing a complete eye examination once every twenty-four (24) months, up to a maximum of sixty-five dollars (\$65.00). If the Company requires an examination more frequently for issuance of safety glasses, such examination will also be covered up to the same maximum. An employee and his eligible dependents will also be reimbursed once every twenty-four (24) months, for the

costs either of a pair of lenses (single- \$20.00; bifocal- \$25.00; trifocal- \$35.00; progressive - \$65.00) and, in addition to the foregoing lenses, lenticular - \$55.00, and of frames (\$50.00) or of a pair of contact lenses (\$60.00). The deductibles and co-payments do not apply to these benefits.

10. Hearing aid benefits. The reasonable and customary costs for the purchase of hearing aids, including expenses for examination and fitting, will be covered expenses for the covered member. However, this benefit is limited to the purchase of one (1) hearing aid per impaired ear per covered person once every twenty-four (24) 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 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.

Dental Benefits

1. The dental benefits are provided separately from the comprehensive medical benefits. To be enrolled for the dental benefits, an enrollee must also be a participant for the medical benefits. A new employee and eligible dependents may enroll on the first of the month following completion of thirty (30) calendar days.

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

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

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

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

(a) Orthodontic treatment. Fifty percent (50%) of reasonable and customary charges up to a lifetime maximum of two thousand dollars (\$2,000.00) per individual.

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

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

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

General Provisions

1. The conditions for the benefits provided by this contract are the same as those in effect immediately preceding this contract except where the features described herein would indicate changes. The Company will be required to continue to provide any benefits which were in effect immediately preceding this contract which are not provided by this contract.

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

3. The master insurance program, as applicable, will be provided to USW Flint Glass Industry Conference and individual insurance booklets in condensed form will be provided to the employees by the Company either on or before April 1, 2015. If a provision of the booklet is in direct conflict with a provision of this Article as it relates to a benefit provided by this Article, the Company and/or the Union will not use said provision of the booklet to deny, alter, or improve the benefit provided by this Article.

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

5. Covered employees shall have the opportunity to participate in an Internal Revenue Code Section 125 pre-tax spending account plan, subject to its provisions.

Flexible Spending Accounts (FSA) will be available for the purposes of setting aside moneys for goods and services not covered under Company programs: FSA – Medical Expenses and FSA – Child Care Expenses.

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 dependent term life insurance on their spouse and for each dependent child. Employees have a choice of (a) \$12,000

for a spouse and \$4,000 for each child; or (b) \$20,000 for a spouse and \$8,000 for each child.

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

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

4. The weekly contribution for this dependent life coverage will be a minimum of one dollar and twenty-five cents (\$1.25) or greater subject to an annual rate renewal.

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

ARTICLE 17 INSURANCE PROGRAM RETIREES

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

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

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

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

Effective January 1, 2000, the deductibles under the "on and after April 1, 1983" health care program for the eligible retiree and also the eligible spouse will be reduced as follows: Medicare eligible -- from thirty (30) to twenty (20) times the Medicare Part B

monthly premium, rounded to the nearest ten dollars (\$10.00); non-Medicare eligible -- from sixty (60) to forty (40) times the Medicare Part B monthly premium, rounded to the nearest ten dollars (\$10.00).

Effective January 1, 2000, the lifetime maximum benefit under each of these two health care programs for eligible retiree and also the eligible spouse will be increased as follows: from one hundred thousand dollars (\$100,000.00) to one hundred fifty thousand dollars (\$150,000.00).

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

(a) Effective April 1, 1983, an eligible retiree will be entitled to three thousand dollars (\$3,000.00) of life insurance coverage payable at death.

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

4. These two health care programs applicable to these retirees shall be administered through the human resources department of the plant at which they were last employed (or at the plant of the same Company nearest to where such retiree resides or at the home office of the Company or at the office of the Company's insurance and/ or claim administrator).

5. Summary Plan Documents for these two health care programs will be provided to the USW Flint Glass Industry Conference Chair and to each retiree and/or eligible spouse upon retirement and then on an annual basis.

ARTICLE 18 PENSIONS

Section 1.

Effective August 1, 2002, the Company shall participate in the Steelworkers Pension Trust for the employees covered by this contract.

Effective September 20, 2011, the Company shall make contributions to the Steelworkers Pension Trust Plan as follows:

Effective September 20, 2011, the CBA's for the benefit of Trust participants shall be modified to increase the Company's contribution to the Trust from \$1.60 to \$1.70 for each compensated hour completed by each Employee.

Effective September 1, 2014, the CBA's for the benefit of Trust participants shall be modified to increase the Company's contribution to the Trust from \$1.70 to \$1.80 for each compensated hour completed by each Employee.

Effective September 1, 2015, the CBA's for the benefit of Trust participants shall be modified to increase the Company's contribution to the Trust from \$1.80 to \$1.90 for each compensated hour completed by each Employee.

For purposes of this Article 18, "compensated hours" with respect to each Employee shall be defined as (i) all hours worked, (ii) all vacation time, (iii) all holiday time, (iv) all time spent on jury duty, (v) all disability time, (vi) funeral leave, (vii) all time spent on Union business, (viii) time spent on voluntary Layoff and (ix) all time required to be recognized under applicable law; provided, however, that such hours shall be "compensated hours" only to the extent Employees are compensated for such hours by the Company or under a Company benefit or insurance plan or program and provided further, that in no event shall compensated hours exceed in any calendar year, two thousand (2,000) hours for each employee.

Section 2. 401(k) Program

Employees will be able to participate in the program on the first of the month following completion of ninety (90) calendar days from their date of employment.

USW 401 (k) Match Schedule:

Employee Contribution	Company Contribution	Total
1%	0.35%	1.35%
2%	0.70%	2.70%
3%	1.05%	4.05%
4%	1.40%	5.40%
5%	1.75%	6.75%
6%	2.10%	8.10%
7%	2.45%	9.45%
8%	2.80%	10.80%
9%	3.15%	12.15%
10%	3.50%	13.50%

The 401(k) Plan permits hourly-rated employees to contribute, on a pretax or after tax basis. This practice will be continued under this contract as long as the total employee contributions do not exceed the maximum amount allowed by law. The Company and Employee contributions shall include vacation time.

Effective 1/1/2009, a loan provision shall be included in the 401 (k) plan.

ARTICLE 19 FUNERAL LEAVE

1. In the event of the death of a mother-in-law, father-in-law, brother, half-brother, step-brother, sister, half-sister, step-sister, grandparent, spouse's grandparent, or grandchild 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. Request for additional time off without pay to attend the funeral will be honored.

2. In the event of the death of a spouse, a child, stepchild, parent or stepparent 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 five (5) shifts, at his regular base wage rate. Request for additional time off without pay to attend the funeral will be honored.

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

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

ARTICLE 20 RESTORATION OF SERVICE

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

ARTICLE 21 JURY DUTY

1. An employee on the active payroll who has worked at least thirty (30) days and who serves on jury duty shall be paid for time lost from work during any calendar

year. Such pay shall be considered in the computation of overtime and other premium time. When an employee is obliged to do jury duty during any twenty-four (24) hour period, he shall not be required to work during said twenty-four (24) hour period. If an employee is scheduled to work the midnight shift preceding the day of jury duty, he shall not be required to work that midnight shift and the midnight shift on the day of jury duty, and he shall be paid for both days.

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

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

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

ARTICLE 22 PHYSICAL EXAMINATIONS

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

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

ARTICLE 23 SAFETY GLASSES

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

2. The Company will pay for progressive lenses only in safety glasses.

ARTICLE 24 NEW MOLDS TO BEAR UNION STAMP

All new molds made at Union mold shops shall bear the stamp of the Union or initials or name of Company making them. Subject to applicable laws, the Company shall cooperate with employees to the full extent of their ability to have all private new molds made in Union mold shops.

ARTICLE 25 PRESENTATION OF GRIEVANCES

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

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

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

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

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

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

Step 5. If the grievance is not settled in Step 4, it may be submitted to arbitration at the request of either the assigned District Staff Representative or the Company, and the decision of the arbitrator will be final and binding. Notice of intent to arbitrate the grievance must be submitted within twenty (20) days after the termination of the proceedings in Step 4, unless extended by mutual agreement. Thereafter, and as soon as possible, the assigned District Staff Representative of the Union or the Company, or both, shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, from which panel the assigned District Staff Representative of the Union, or his representative, and a representative of the Company, shall alternately strike one (1) name from the list of arbitrators until one (1) remains. The right to strike the first name shall be determined by a toss of a coin. The arbitrator so selected shall have no power to add to, subtract from or modify any of the provisions of this contract.

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

3. This grievance procedure shall not be invoked by the Company or the Union to change premium payments which were negotiated and agreed to locally by any Company and a Local Union prior to the effective date of this contract.

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

ARTICLE 26 NO STRIKES- NO LOCKOUTS

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

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

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

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

**ARTICLE 27
SEPARABILITY PROVISION**

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

**ARTICLE 28
LOCAL AGREEMENTS**

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

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

**ARTICLE 29
MULTIPLE WORK ASSIGNMENTS**

1. Mold Makers and Apprentices shall not be assigned to operate two (2) machines simultaneously or to operate a machine and do bench work, vise work, or assembly work, etc., while the machine is in cycle, except work of a nature that machine operators have performed in the past during machine cycles, if the cycle time is sufficient. The Company shall not be required to change its present practices of assigning work.

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

- (a) A cycle shall be deemed to start when the tool or tools begin the cut during a specific operation and end when that particular tool completes its operation.
- (b) An employee performing work under this paragraph will do work during cycle time which is related to or incidental to the work being performed on the equipment produced by the machine. If there is not sufficient work to be done during cycle time, additional new mold work may be brought to the employee; however, if he is operating two (2) machines, he will only be required to perform work which is required for the operation of the two (2) machines.
- (c) Preference for performing work under this paragraph will be given to the affected qualified operator presently on the machine with the greater shop seniority; if he declines such opportunity, other qualified employees will be given preference to perform it in accordance with shop seniority; if all of them decline such opportunity, the qualified operator presently assigned with the least shop seniority will be assigned to perform it. Any additional problems with respect to assignments arising under this paragraph will be treated consistently with local practices or agreements at the shop with respect to other assignments.
- (d) An employee performing work under this paragraph will receive fifty (50) minutes of paid lunch and relief during his shift.
- (e) Existing cutting speeds and feeds shall not be reduced to permit multiple work assignments under this paragraph.

The Company shall not be required to change its present practices of assigning work.

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

- (a) Employees in that shop shall perform work as required, but they shall not be required to perform unreasonable workloads.
- (b) Employees in that shop shall be paid an additional twenty-five cents (\$.25) per hour, which will be added to the base rate and will be paid for all purposes.

- (c) Employees in that shop performing additional third and fourth assignments simultaneously shall receive pay in addition to that provided in subparagraph (b) above as follows:
 - (i) three (3) machines (or two (2) machines and bench work, vice work, or assembly work, etc.)- forty cents (\$.40) per hour;
 - (ii) four (4) machines (or three (3) machines and bench work, vice work, or assembly work, etc.)- forty cents (\$.40) per hour.

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

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

- (d) An additional shift may also be scheduled on new mold work in that shop. Employees scheduled on a three (3) shift basis shall be given thirty (30) minutes of lunch during an eight (8) hour shift to be apportioned in accordance with conditions in that shop.
- (e) If an employee hired after September 1, 1977, in that shop is laid off as a result of the implementation of such an election in that shop, such employee will have recall rights for a minimum of two (2) years.
- (f) If the Company makes such an election, it will remain applicable in that shop until five (5) working days' notice is given to cancel the election to the local union's shop committee. When such cancellation is made, the first section of this Article will again be in effect in that shop.

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

4. Both the Union and the Company recognize that new techniques in manufacturing molds which are substantially different from existing machines and methods may be developed in the future which involve dual or multiple operations. Therefore, during the term of this contract a joint meeting shall be held with the negotiating committee of the Company and the negotiating committee of the Union

within thirty (30) days following a written request by either the Chairman of the USW Flint Glass Industry Conference or the President of the Company to the other for the purpose of exploring and making recommendations, if possible, concerning procedures to be followed, so that the introduction of such new machines or methods can be carried out in a harmonious manner, giving due consideration to the interests of both the employees and the Company. The Company will operate new substantially different equipment involving dual or multiple operations under the provisions of Section 1 until the Joint Committee has had an opportunity to meet. Failing agreement by the Joint Committee, the Company shall have the right to operate the equipment or install the new methods in such manner as they deem desirable, and any dispute concerning same shall be referred as the Committee shall direct or to the next joint conference.

ARTICLE 30 SUBCONTRACTING

The Company shall not exercise its right to subcontract unreasonably.

ARTICLE 31 SEVERANCE PAY

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

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

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

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

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

ARTICLE 32

DESTRUCTION OF TOOLS

1. The Company shall replace at its expense all tools and toolboxes owned by employees which are destroyed by fire, flood or other similar disaster on the Company's premises, up to a maximum liability of five thousand dollars (\$5,000.00) for any employee.
2. The Company will replace tools owned by employees that have been broken or worn out while being used with reasonable care in the performance of their regular jobs.

ARTICLE 33 MILITARY LEAVE

1. All employees who are members of the National Guard or Military Services shall be paid for time lost, not to exceed forty (40) hours per week, while in attendance at the National Guard or Military Reserves two (2) week summer camp. The pay shall be at the employee's regular base rate for such hours lost by the employee.
2. Any employee who is called to active duty in the armed forces will receive his full pay for a period of one (1) month. Thereafter he will receive the difference between his military pay and his active employee wage for a period of five (5) months.

ARTICLE 34 FAIR EMPLOYMENT PRACTICE AND EQUAL OPPORTUNITIES

1. The Company and Union will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, genetic information, national origin, or any other classification protected by law.
2. This contract will also be administered in accordance with those applicable laws preventing discrimination as to qualified disabled individuals and as to qualified disabled veterans and veterans of the Vietnam era.
3. This contract will also be administered in accordance with the applicable provisions of the Americans with Disabilities Act.

ARTICLE 35 WEEKEND COVERAGE

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

**ARTICLE 36
SUCCESSORS, TRANSFEREES AND ASSIGNEES**

This contract shall be binding upon the parties hereto, their successors, transferees, and assignees. In the event 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 37
HEALTH AND SANITATION**

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

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

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

4. The Company and the Union will cooperate in the continuing objective of eliminating incidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees during the hours of their employment and shall institute reasonable rules and regulations regarding such matters. The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters, and the company will supply copies of rules and regulations to the International and Local Unions prior to implementation.

5. Protective equipment, safety clothing, and other devices deemed necessary by the Company to protect employees shall be provided by the Company. Protective equipment includes ANSI approved safety-toed work shoes. In the event the safety shoes are not required, the Company will pay up to \$185.00 per year of this Agreement towards the purchase of ANSI-approved safety-toed work shoes for employees upon presentation of a proper receipt.

6. Joint Plant Safety Committee. The Union Safety Chairman will participate on the monthly Joint Plant Safety Committee. The Joint Plant Safety Committee will review all plant incidents, recordable injuries, lost workday cases, and action plans designed to provide continuous improvement of plant equipment and processes. Minutes from the monthly meetings, including any action plan or corrective action(s) suggested, shall be provided to the Safety Chairman and the Local Union President.

7. In the event the Company requests an employee to testify at a formal investigation into the causes of an injury, the employee may arrange to have the Union Safety Chairman present at the proceedings for the period of time required to take the employee's testimony.

8. It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy and that an employee who believes that he is being so required shall have the right to notify his supervisor and the Union Safety Chairman of such condition, which the supervisor and the Union Safety Chairman shall investigate immediately. If the issue is not resolved, the employee shall have the right to present a grievance to the department head. After a work condition is determined to be unsafe or unhealthy, safety work orders shall be processed immediately.

9. The Company recognizes the special need to provide appropriate safety and health training to all employees. Training programs shall recognize that there are different needs for safety and health training for newly hired employees, employees who are assigned to a new job and employees who require periodic retraining. All USW members in the plant or facility will cooperate or participate in these and other safety education matters.

ARTICLE 38 ENVIRONMENTAL CONTROL PROGRAM

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

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

ARTICLE 39 EXPIRATION, CHANGE, RENEWAL OF CONTRACT

1. This contract shall remain in force and effect through August 31, 2017, and from year to year thereafter unless modified or terminated in accordance with the provisions of Section 2 hereof.

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

ARTICLE 40
PUBLIC POLICY INITIATIVES

The Company and the Union agree to work together on public policy issues of mutual interest, including promoting the use of domestically manufactured glass containers in the United States.

**LETTERS OF AGREEMENT
AND UNDERSTANDING**

**MEMORANDUM OF AGREEMENT
Re: Third Shift and Alternative
Shift Schedules Meeting**

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

By: Timothy Tuttle, Chairman
USW Flint Glass Industry Conference

By: David J. Emmo
Vice President Human Resources
Anchor Glass Container Corporation

* * * * *

May 6, 2014

Mr. David J. Emmo
Vice President Human Resources
Anchor Glass Container Corporation
PO Box 30182
Tampa, Florida 33634

Re: Graveyard Shifts

Dear Mr. Emmo:

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

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

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

Yours truly,
Timothy Tuttle, Chairman
USW Flint Glass Industry Conference

May 6, 2014

Mr. Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburgh, PA 15222

Re: Political Action Committee

Dear Mr. Tuttle:

The Company agrees to deduct Union membership dues, initiation dues, and voluntary PAC (Political Action Committee) contributions from the earned wages of an employee who is a member of the Union, and who has authorized the Company to make such deductions. Authorization for dues deduction shall be on a form provided by the Union. This authorization shall be irrevocable for the term of the applicable contract or for one (1) year, whichever is the greater, and thereafter will remain in full force and effect unless revoked by the employees making authorization. Current dues deductions and voluntary PAC contributions shall be taken from the earned wages of each such employee on each regular pay day of each month, and the total amount thus deducted shall be remitted to the International Treasurer, United Steelworkers, Five Gateway Center, Pittsburgh, PA 15222, within ten (10) days thereafter. The initiation fee as designated by the International Treasurer of the Union shall be deducted by the Company and remitted to the Union in the same manner as dues collections. The Union shall indemnify and save the Company harmless against any and all claims, demands, and suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Letter of Understanding.

Sincerely,

David J. Emmo
Vice President Human Resources
Anchor Glass Container Corporation

May 6, 2014

Mr. Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburgh, PA 15222

Re: Long Term Disability Coverage

Dear Mr. Tuttle:

This letter is to confirm our discussions during the 2011 negotiations relative to the level of Long Term Disability ("LTD") coverage in relationship to the new level of sickness and accident benefits.

Immediately following negotiations or as soon as practically possible, the Company will ensure that the LTD benefit level is consistent with the new sickness and accident benefits. It is understood that employees enrolled in the LTD program will pay for any increased cost.

Sincerely,

David J. Emmo
Vice President Human Resources
Anchor Glass Container Corporation

May 6, 2014

Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburgh, PA 15237

RE: Drug and Alcohol Testing Agreement

Dear Mr. Tuttle:

The Union and the Company have a strong commitment to provide a safe and secure workplace for all employees and to promote high standards of employee health and safety. Because of this commitment, both the Union and the Company agree to this program of screening for use and/or abuse of alcohol or drugs in the workplace.

It is the purpose of this contractual provision to provide the procedure, which will be used for all testing for substance use/abuse by employees.

1. Applying the reasonable cause standard, the following provisions apply to employees, suspected by the Company, of being under the influence of drugs or alcohol while at work or on company property.
2. If an employee appears, by virtue of his/her unusual conduct or observable signs of impairment, to be under the influence of alcohol and/or drugs, the supervisor will secure a union official on the shift to observe the employee's actions/conduct and to represent the employee. If there is reasonable cause to believe that the employee is under the influence of alcohol or drugs, the supervisor and the union representative will escort the employee to one of the plant offices for further investigation. The union representative shall be present during any meetings with the employee. If there is no union representative on the shift, then an elected union official will be secured for the purposes set forth in this section.
3. If, as a result of the investigation, the supervisor has reasonable cause to believe that the employee is under the influence of alcohol or drugs at work or on company property in a condition that jeopardizes workplace safety, or cannot perform his job because of intoxication or impairment, the Plant Manager or his designated representative will be informed and the employee will be required to submit to a screen for alcohol and/or drugs. In such case, the employee and the union representative will be transported to the testing facility by the supervisor or a designated company representative.

If, in the above described situation, the Plant Manager or Human Resource Manager or their designated representative cannot be secured and there is reasonable cause to believe the employee is in a condition that is jeopardizing workplace safety or cannot perform his or her job because of on-the-job intoxication or impairment, the supervisor may send the employee home. In such case, the supervisor will make the

necessary arrangements for the employee to be taken home.

The term "designated representative" as used in this Article is defined as individuals who have overall responsibility for the plant which precludes designating shift Supervisors.

4. The initial urine screen for suspected drug use will be an enzyme multiplied immunoassay test (EMIT). The confirmatory test will be a Gas Chromatography Mass Spectrometry (GCMS) test. A confirmatory test will automatically be performed on any sample that is initially positive.
5. The appropriate test for suspected alcohol use will be a Breathalyzer test. In order to verify the positive results of the initial Breathalyzer test, a second Breathalyzer test will be given fifteen (15) minutes following the first test, or at the employee's request, a Blood Sample Confirmatory test will be performed. These tests will be performed at the Company's expense.
6. Split samples will be taken for all tests referenced in Sections 4 and 5. The samples will be retained by the testing laboratory after being sealed and properly identified across the sealing material by the laboratory representative and initialed by the employee at the time of the taking of the samples. If requested, the sample will be split (and signed across the sealing material as set forth in the preceding sentence) and sent to a certified Laboratory, designated by the employee, which meets the criteria providing for an appropriate chain of custody program, utilizes quality control methods, and who can assure confidentiality and accuracy of the results. The Company laboratory will meet the same criteria as outlined above. The laboratory selected by the Company will transmit the sample directly to the laboratory selected by the employee to protect the chain of custody. If requested, the employee will be supplied a local listing certified labs.

The employee will be reimbursed by the Company for the cost of any screen performed at his direction if the screening results are negative. The employee will sign a consent agreement authorizing the release of the results of the screen to the Company.

If the result of any test and/or screen of an employee is negative, the employee will be paid for all time lost as a result of the testing procedure, including time lost from work while awaiting the results of the test/screen. Under no circumstances will any employee be permitted a return to work in advance of notification and written documentation of the test results.

7. Any employee who is asked to submit to a screen for alcohol or drug abuse will sign a chain of custody release form (consent agreement).

The certified laboratory performing the testing will provide test results to the Medical Review Officer (MRO). For negative results, the MRO will certify to the Company

that the test was passed. For reported positive results, prior to making a final decision to certify that the test was failed, the MRO will give the employee an opportunity to discuss the test result.

Employees who have taken prescription drugs or have undergone medical or dental procedures should be prepared to produce evidence of a valid prescription or other medical information for review by the MRO in the event that positive result is received from the laboratory.

The MRO will review all medical records made available by the tested employee to determine if a confirmed positive test could have resulted from legally prescribed medication or a medical or dental procedure: if so, the test result would be reported as passed. If a medical explanation for a positive result is not found the MRO will certify that the test was positive and will notify the Company.

The Medical Review Officer (MRO) referred to in this Article must be a licensed medical physician.

8. Refusal to submit or sign a consent agreement will be considered insubordination and the employee will be subject to the appropriate discipline, up to and including termination.
9. The cutoff levels for illegal/illicit drugs are as follows:

Substance	Initial	Confirmatory
Amphetamines	1000 ng/ml	
Amphetamine		500 ng/ml
Methamphetamine		500 ng/ml
Cocaine Metabolites	300 ng/ml	150 ng/ml
Marijuana Metabolites	50 ng/ml	50 ng/ml
Opiates		
Morphine		2000 ng/ml
Codeine		2000 ng/ml
Oxycodones	100 ng/ml	
Oxymorphone		100 ng/ml
Oxycodones		100 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml

A positive test for alcohol is .08 or higher.

10. The Company will select a properly licensed and certified testing facility and follow testing procedures specified above to assure the most accurate results, maintain the chain of custody and quality control procedures, and assure maximum confidentiality. The Company will be required to provide the cutoff levels and positive test for alcohol to the testing facility.

11. All screening and the results of any screen will be treated in a confidential manner and will be accomplished in a manner compatible with the employee's dignity. All employees who are tested will be given the written results from the testing laboratory. If requested, the Company will provide to the Union a copy of the test results after the employee has signed a release form.
12. Any employee found to be under the influence of alcohol in accordance with Section 5 above, or who has evidence of illegal/illicit chemical substances or controlled substances in his system which would indicate abuse will be offered the opportunity for rehabilitation and referred for evaluation through the Company's Employee Assistance Program (EAP). The appropriate medical authorities at the EAP will determine the type of rehabilitation program, including any appropriate aftercare.
13. An employee may be suspended pending termination if any one of the following occurs:
 - (a) The employee refuses to submit to a screen for alcohol and/or drugs following the investigation and determination of reasonable cause.
 - (b) The employee refuses the initial offer for rehabilitation following the positive test result.
 - (c) The employee fails to comply with the requirement of the rehabilitation program including any aftercare.
 - (d) In accordance with the provisions of this Article, it is determined that the employee is at work or on company property under influence of alcohol or drugs a second time.
14. An employee who is released from rehabilitation to return to work will be subject to intermittent testing during the employee's work hours for twelve (12) months. Intermittent testing will not be scheduled prior to or after an employee's regular work schedule. Intermittent testing will be scheduled in a manner so that an employee will not have to remain at the testing facility beyond his regular work schedule. An employee who tests positive for alcohol or drugs in accordance with Section 9 of this Article during the twelve (12) month period will be suspended pending termination. An employee refusing to submit to an intermittent test during this twelve (12) month period will be suspended pending termination for insubordination.
15. If an employee comes forward and admits that he has had a relapse after having completing rehabilitation, a clinical evaluation through the EAP will be made to determine the medical facts. The EAP will evaluate the factors contributing to the relapse and would be responsible for developing a second treatment if deemed necessary. The foregoing cannot be associated with an occurrence referenced in Section 13(d) above.
16. Any dispute with respect to this Drug and Alcohol Program Agreement shall be subject to the grievance and arbitration procedure set forth

May 6, 2014

Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburgh, PA 15222

RE: Health Clubs

Dear Mr. Tuttle:

In order to promote employee health and a healthier insured population, the Company is willing to reimburse employees for memberships to health clubs. The reimbursement will be 50% of the documented costs paid by the employee, limited to \$300 per year.

Sincerely,

David J. Emmo,
Vice President Human Resources

May 6, 2014

Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburg, PA 15222

Re: Labor - Management Meetings

Dear Mr. Tuttle:

This letter is to confirm our discussions during the 2014 negotiations concerning the Company's commitment to an open line of communications between Management and Union representatives. The Company and the Union believe it is in the best interest of all concerned to meet on a regular basis to discuss items of mutual concern. These items of mutual concern include, but are not limited to: the state of our business, the business forecast, capital expenditures, working conditions, safety, quality and production.

To that end the Company commits that Local Plant Management will meet with Local Union Officers at least quarterly.

In addition, on an annual basis the Senior Company Management will review the state of the business with representatives of the Union.

Sincerely,

David J. Emmo
Vice President of Human Resources
Anchor Glass Container Corporation

Agreed:

Timothy J. Tuttle, Chairman
USW Flint Glass Conference

May 9, 2014

Tim Tuttle, Chairman
USW Flint Glass Industry Conference
5 Gateway Center
Pittsburg, PA 15222

Re: Safety & Health

Dear Mr. Tuttle:

This letter is to confirm our discussions during the 2014 negotiations concerning the Company's commitment to participate in 2014 United Steel Worker Management Health Safety and Environmental Conference.

The Union will designate two bargaining unit members to attend the conference. The Company designate two management members to participate. Any expenses associated with our employees attending, will be borne by the Company.

Sincerely,

David J. Emmo
Vice President of Human Resources
Anchor Glass Container Corporation

This Agreement, made and entered into this 30th day of May, 2014, by and between Anchor Glass Container Corporation and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its local unions herein listed and to continue in effect through August 31, 2017.

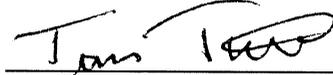
USW

USW

Anchor Glass
Container Corporation



Leo Gerard
International President



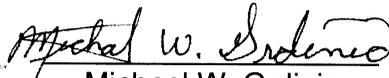
Timothy J. Tuttle
Chairman



David Emmo
VP, Human Resources



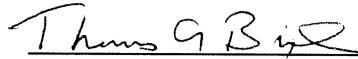
Stan Johnson
International Secretary-Treasurer



Michael W. Grdinic
MMNC Chair



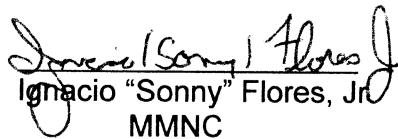
Thomas M. Conway
Vice President, Administration



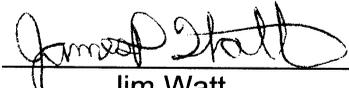
Tom Bixler
MMNC Secretary



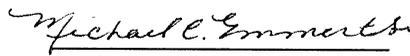
Fred Redmond
Vice President, Human Affairs



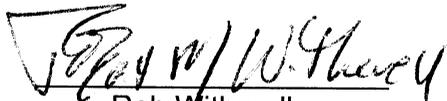
Ignacio "Sonny" Flores, Jr
MMNC



Jim Watt
Staff Representative



Michael C. Emmert
MMNC



Rob Witherell
Technician



James Rotello
MMNC



A. Geno Sibert
MMNC

**PLANT LOCATIONS and LOCAL UNIONS
USW FGIC-ANCHOR GLASS CONTAINER
CONTRACT 2013-2017**

Name of Company And Headquarters	Plant Locations	L.U.
Anchor Glass Container Corporation PO Box 30182 Tampa, Florida 33634		
	Elmira, NY	135T
	Henryetta, OK	145
	Jacksonville, FL	38
	Lawrenceburg, IN	138
	Shakopee, MN	133T
	Warner Robins, GA	3T
	Zanesville, OH	121T

**APPENDIX A
SCHEDULE OF BENEFITS -
USW UNION HSA HEALTHWISE MEDICAL PLAN**

This table is a Schedule of Benefits and is subject to all other terms and conditions of the Plan:

To maximize your Benefits, seek medical services from a Participating Provider who participates in the Preferred Provider Organization (PPO). Please call 1-800-810-2583 or access our website at www.MyHealthToolkitFL.com to find out if your Provider is a Participating Provider.

GENERAL PROVISIONS		
When a Benefit is listed below and has a dollar or percentage amount associated with it then the Benefit will be provided to Covered Members subject to the terms of the Plan of Benefits. When a Benefit has a "Covered" notation associated with it, the Benefit will pay based on the location of the service. When a Benefit has a "Non-Covered" notation associated with it, the Benefit is not available to the Covered Member. All Benefits are subject to the dollar or percentage amount limitation associated with each Benefit in this Schedule of Benefits.		
Effective date	01/01/15	
Benefit Year	This Schedule of Benefits applies from 01/01 through 12/31	
Anniversary date	01/01	
	PPO Providers	Non-PPO Providers
Benefit Year Deductible	The Benefit Year Deductible is \$2,600 per family and may be met by any combination of one or more Covered Members. Covered Members with single coverage must meet \$1,300.	The Benefit Year Deductible is \$4,800 per family and may be met by any combination of one or more Covered Members. Covered Members with single coverage must meet \$2,400.
Covered Expenses that are applied to the Benefit Year Deductible shall contribute to both the Preferred Provider and Non-Preferred Provider Benefit Year Deductibles.		
Annual Out-of-Pocket Maximum	\$3,000 per Covered Member and \$6,000 per family at a Participating Provider. Allowable Charges are paid at 100% after the Out-of-Pocket Maximum is met.	\$6,000 per Covered Member and \$12,000 per family at a Non-Participating Provider. Allowable Charges are paid at 100% after the Out-of-Pocket Maximum is met.
Covered Expenses that are applied to the Out-of-Pocket Maximum shall contribute to both the Preferred and Non-Preferred Provider Out-of-Pocket Maximums.		
Pre-Existing Condition Waiting Period:	There is no Pre-Existing Condition Waiting Period under this Plan of Benefits. See the ELIGIBILITY REQUIREMENTS section of the Plan of Benefits for information on qualifying for Special Enrollment.	
Dependent Child, in addition to meeting the requirements contained in this Plan of Benefits; the maximum age limitation to qualify as a Dependent Child is:	A Child under the age of 26.	
In the event that two or more Covered Members of one family incur charges for Covered Expenses as a result of injuries received in the same accident, only one Benefit Year Deductible will be applied to Covered Expenses that are incurred by all such Covered Members as a result of injuries sustained in that same accident.		

INPATIENT HOSPITAL (other than Mental Health and Substance Abuse Services)* Semiprivate room and board, and Special Care Units		
Benefit	PPO Providers	Non-PPO Providers
Hospital charges for room and board related to Admissions	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Skilled Nursing Facilities	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)
Inpatient physical Rehabilitation services	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)
<p>* Preadmission certification is required for all Admissions; Emergency Admissions require notification within 24 hours of Admission or by close of business the next business day; for Pre-Certification call 1-888-376-6544. If Pre-Certification is not obtained, there will be a \$300 per-occurrence penalty if the incurred charges are greater than \$300. If the charges are less than \$300, the Covered Member will be responsible for the entire amount.</p>		
Maternity Care	PPO Providers	Non-PPO Providers
Hospital charges	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Routine nursery charges	90% of the PPO Allowance	90% of the Allowable Charge
Physician charges for the mother	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Physician charges for newborn care	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the Benefit Year Deductible
OUTPATIENT HOSPITAL (other than Mental Health and Substance Abuse Services)*		
Benefit	PPO Providers	Non-PPO Providers
Emergency room services for true emergencies	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the Benefit Year Deductible
Emergency room services for non-emergencies	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Surgery	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Maternity	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Medical	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible

Diagnostic lab and x-ray	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
*Pre-Certification may be required for certain outpatient procedures. Please refer to the "Health Care Services" section.		
PHYSICIAN SERVICES		
Benefit	PPO Providers	Non-PPO Providers
Diagnostic lab and x-ray	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Surgery, in Hospital visits, Second Surgical Opinions and inpatient and outpatient consultations	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Physician office services, including surgery, Allergy Injections, contraceptives and birth control devices*, lab and x-ray, dialysis treatment, Second Surgical Opinion and obesity-related services	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Family planning services including office visits, tests, counseling and contraceptive devices (when provided in the Physician's office)**	90% of the PPO Allowance, subject to the Benefit Year Deductible	Non-covered
*Benefits will pay based on place of service filed. Contraceptives and contraceptive devices covered under PPACA will pay at 100% of the PPO Allowance at PPO Providers. No Benefits are payable at Non-PPO Providers. **PPACA eligible services will pay at 100% of the PPO Allowance at PPO Providers. No Benefits are payable at Non-PPO Providers.		
PREVENTIVE CARE SERVICES		
Benefit	PPO Providers	Non-PPO Providers
Preventive Benefits under Patient Protection and Affordable Care Act (PPACA) (Refer to www.healthcare.gov for guidelines)	Covered	Non-covered
SUSTAINED HEALTH SERVICES		
These Benefits do not include preventive Benefits offered under PPACA. Payment will be made for PPACA preventive Benefits prior to Sustained Health Services. See the Preventive Care Services section in this Schedule of Benefits for payment of preventive Benefits under PPACA.		
Benefit	PPO Providers	Non-PPO Providers
Routine Well Baby Care/Well Child Care to age 18	100% of the PPO Allowance	70% of the Allowable Charge
Routine Physical, including well woman exams, for age 18 and above	100% of the PPO Allowance	70% of the Allowable Charge

Routine mammography screening for age 40 and above*	100% of the PPO Allowance	70% of the Allowable Charge
Diagnostic mammography*	100% of the PPO Allowance	70% of the Allowable Charge
Prostate screening (interpretation & lab work only)*	100% of the PPO Allowance	70% of the Allowable Charge
Pap Smear screening (interpretation & lab work only)*	100% of the PPO Allowance	70% of the Allowable Charge
Routine immunizations (to age 18)	100% of the PPO Allowance	70% of the Allowable Charge
Flu immunizations (including Flu Mist)	100% of the PPO Allowance**	70% of the Allowable Charge
Routine colonoscopy*	100% of the PPO Allowance	70% of the Allowable Charge
Bone density screening	100% of the PPO Allowance	70% of the Allowable Charge
Shingles vaccine (limited to one dose per Covered Member per Benefit Year for age 60 and above)	100% of the PPO Allowance	70% of the Allowable Charge
*Benefits for colonoscopy, mammography, Pap Smear and Prostate Screenings will pay at 100% of the PPO Allowance at a PPO Provider regardless whether the Benefit is for preventive or diagnostic services. Benefits for Non-PPO Providers will pay at 70% of the Allowable Charge.		
**Flu shots administered at Retail Health Clinics will pay as all other flu shots.		
OTHER COVERED SERVICES		
Benefit	PPO Providers	Non-PPO Providers
Durable Medical Equipment, prosthetics, Orthopedic Devices and Orthotics*	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Habilitation and Rehabilitation related to speech therapy	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Habilitation and Rehabilitation related to occupational and Physical Therapy	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Clinical pathology	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Preadmission testing	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Ambulance Services for true emergencies (including air ambulance)	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the PPO Benefit Year Deductible and PPO Out-of-Pocket Maximum

Ambulance Services for non-emergencies (including air ambulance)	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Human organ and tissue transplant services Human organ and tissue transplant services are only covered if provided at Blue Distinction Center of Excellence or a transplant center approved by the Corporation in writing.	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)
Travel & lodging for human organ and tissue transplant services for donors, recipients and their family members, limited to a Maximum Payment of \$10,000 per transplant	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the Benefit Year Deductible
Chiropractic Services, including spinal manipulation/subluxation, chiropractic modalities, chiropractic office visits, and x-rays	90% of the PPO Allowance, subject to the Benefit Year Deductible; limited to a combined PPO and Non-PPO maximum of 30 visits per Covered Member per Benefit Year	70% of the Allowable Charge, subject to the Benefit Year Deductible; limited to a combined PPO and Non-PPO maximum of 30 visits per Covered Member per Benefit Year
Treatment for Morbid Obesity, including surgical procedures	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Treatment for obesity	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Treatment for Temporomandibular Joint Disorder (TMJ)*	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Hearing Aids and screenings	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Routine foot disorders when associated with foot care for diabetes and peripheral vascular disease and only when Medically Necessary	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible
Orthognathic Surgery	Covered	Covered
*Benefits will pay based on place of service filed.		
HOME HEALTH AND HOSPICE CARE		
Benefit	PPO Providers	Non-PPO Providers
Home Health Care (including private duty nursing in the home)	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)

Hospice Care*	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)	
*Bereavement counseling when provided as part of Hospice Care will be covered as part of Hospice Care for inpatient or outpatient services.			
MENTAL HEALTH SERVICES AND SUBSTANCE ABUSE SERVICES			
Benefit	PPO Providers	Non-PPO Providers	
Inpatient Hospital services*	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)	
Inpatient Physician Services*	90% of the PPO Allowance, subject to the Benefit Year Deductible (Pre-Certification required)	70% of the Allowable Charge, subject to the Benefit Year Deductible (Pre-Certification required)	
Outpatient Hospital services or clinic charges*	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible	
Outpatient or office Physician Services*	90% of the PPO Allowance, subject to the Benefit Year Deductible	70% of the Allowable Charge, subject to the Benefit Year Deductible	
Emergency room facility services	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the Benefit Year Deductible	
Emergency room Physician Services	90% of the PPO Allowance, subject to the Benefit Year Deductible	90% of the Allowable Charge, subject to the Benefit Year Deductible	
*Bereavement counseling when provided by a mental health professional will be covered under the mental health Benefits.			
PRESCRIPTION DRUGS			
Prescription Drugs	Mail Service Pharmacy	Participating Network Pharmacy	Non-Participating Network Pharmacy
Generic Drugs	Prescription Drugs will be covered at 100% after a \$20 Copayment, after the Benefit Year Deductible is met, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$10 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$10 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply
Preferred Brand Drugs	Prescription Drugs will be covered at 100% after a \$70 Copayment, after the Benefit Year Deductible is met, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$35 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply*	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$35 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply

Non-Preferred Drugs	Prescription Drugs will be covered at 100% after a \$100 Copayment, after the Benefit Year Deductible is met, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$50 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply*	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$50 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply
PREVENTIVE PRESCRIPTION DRUGS (including blood thinning medications, birth control pills, and diabetic medications)			
Prescription Drugs	Mail Service Pharmacy	Participating Network Pharmacy	Non-Participating Network Pharmacy
Generic Drugs	Prescription Drugs will be covered at 100% after a \$20 Copayment, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$10 Copayment, up to a 31 day supply	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$10 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply
Preferred Brand Drugs	Prescription Drugs will be covered at 100% after a \$70 Copayment, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$35 Copayment, up to a 31 day supply*	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$35 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply
Non-Preferred Drugs	Prescription Drugs will be covered at 100% after a \$100 Copayment, up to a 90 day supply	Prescription Drugs will be covered at 100% after a \$50 Copayment, up to a 31 day supply*	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100%, after a \$50 Copayment, after the Benefit Year Deductible is met, up to a 31 day supply
Prescription Drug Deductible**	\$1,300 per Covered Member per Benefit Year	\$1,300 per Covered Member per Benefit Year	\$2,400 per Covered Member per Benefit Year
Prescription Drug Out-of-Pocket**	\$3,000 per Covered Member per Benefit Year	\$3,000 per Covered Member per Benefit Year	\$6,000 per Covered Member per Benefit Year
Maximum Prescription Drug Benefit	\$0.00 (No Maximum Prescription Drug Benefit)	\$0.00 (No Maximum Prescription Drug Benefit)	\$0.00 (No Maximum Prescription Drug Benefit)

**PRESCRIPTION DRUGS
(continued)**

If the Employer has elected to include the following as Benefits under the Plan of Benefits (as shown by a "Covered" notation below), Covered Expenses will be paid at the above listed Prescription Drug rates.

Prescription Drugs	Mail Service Pharmacy	Participating Network Pharmacy	Non-Participating Network Pharmacy
Contraceptives***: Generic oral contraceptives, generic injections, Mirena intrauterine device (IUD), Nexplanon implant, Ortho Evra patch, Nuvaring, Ortho Flex, Ortho Coil, Ortho Flat, Wide-seal, Omniflex, Prentif and Femcap-vaginal	Prescription Drugs will be covered at 100%, up to a 90 day supply	Prescription Drugs will be covered at 100%, up to a 31 day supply	The Covered Member will be responsible for 100% of the Allowable Charge at the Pharmacy, then will be reimbursed at 100% of the Allowable Charge, up to a 31 day supply
All other contraceptives**** (Prescription Drugs)	Covered	Covered	Covered
Tobacco cessation Prescription Drugs	Covered	Covered	Covered
Obesity/weight control Prescription Drugs	Covered	Covered	Covered
Diabetic supplies*****	Covered	Covered	Covered
Sexual dysfunction Prescription Drugs	Non-covered	Non-covered	Non-covered
Infertility Prescription Drugs	Non-covered	Non-covered	Non-covered
Cosmetic Prescription Drugs	Non-covered	Non-covered	Non-covered

*Including Specialty Drugs.

**The Prescription Drug deductible is integrated in the Benefit Year Deductible. Once the Benefit Year Deductible is satisfied the Prescription Drug deductible is satisfied, and the Covered Member is only responsible for remaining Coinsurance/Copayment. Coinsurance/Copayments for Prescription Drugs are integrated in the Annual Out-of-Pocket.

***Contraceptives listed above are covered under the participating medical Benefits at the same payment levels. Refill quantities for the contraceptives listed above may vary.

****All other contraceptives are paid at the Generic Drugs, Preferred Brand Drugs and Non-Preferred Drugs payment levels.

*****One Copayment applies for all supplies purchased on the same day.