

USW Local 512T

035-267

K#
9979



CONTRACT

**MADE BY
ANCHOR HOCKING LLC
MONACA FACILITY**

**Formerly known as
PHOENIX GLASS PLANT**

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER,

MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND

SERVICE WORKERS INTERNATIONAL UNION

FOR THE PERIOD

**October 1, 2017
through
September 30, 2020**

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NOTE: Those paragraphs where underlining appears indicate that the underlined language is new or changed language from the 2013 Contract.

AGREEMENT

This Agreement, made and entered into as of October 1, 2017, by and between the Anchor Hocking LLC- located at the Monaca, Pennsylvania facility, formerly known as the "Phoenix Glass Plant" (hereinafter the "Monaca Facility"), wholly owned and operated by The Oneida Group Ltd. (hereinafter collectively referred to as the "Company"), and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (hereinafter referred to as the "Union"), acting for itself and its Local Union Nos. 36, and 512T will be known as "the Contract" between the parties.

The above-named parties hereby agree that the Contract as to wages, hours, and working conditions will continue in effect through September 30, 2020, or any expiration date extension as provided for in Article 24, Duration.

The parties acknowledge that during the negotiations which results in this Contract, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Company and the Union freely agree that during the life of this Contract neither party will be obligated to bargain with respect to any matter or subject not covered or referred to in this Contract and, except for the specific provisions of this Contract, there are no other agreements between the parties either express or implied. Any previous Supplementary Agreements or other verbal or written agreements not included as part of this Contract are hereby null and void. Finally, it is understood and agreed that this Contract can only be added to, detracted from, altered, amended or modified in any way by a document in writing signed on behalf of the parties hereby by their duly authorized representatives.

If any provision of this Contract, or the application of such provision to any person or circumstances, is 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 to which it is deemed invalid will not be affected thereby.

ARTICLE I RECOGNITION

Section 1.

The signatories hereto recognize the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, as the sole and exclusive bargaining agency for all hourly production and maintenance employees and Mould Makers in the Company's Monaca Facility, formerly known as the "Phoenix Glass Plant," including the Shipping Department operations at Beaver Valley Industrial Park Distribution Center to the extent provided by Federal and/or State laws and regulations except executives, administrative and professional employees, office employees, technical staff (including Laboratory, Engineering, and Mechanical Development), office janitors, plant guards, watchmen, factory clerks, and department managers and supervisors who have the authority to recommend the hiring and discharging of hourly production and maintenance employees.

Section 2.

It is agreed that supervision will not be assigned to perform bargaining unit work to an extent which would result in the displacement of employees covered by this Contract. Supervisors may, however, perform bargaining unit work under any of the following circumstances:

1. To train employees or to give additional instruction to said employees.
2. To experiment with equipment, machinery, parts, materials, products or new processes for reasonable periods of time.
3. To assist in the case of an emergency.

ARTICLE 2
UNION SHOP

Section 1.

It is a continuing condition of employment that all employees engaged in the performance of work covered by this Contract will, on and after the sixty-first (61st) working day of employment or on the sixty-first (61st) working day after the effective date of this Contract or on the sixty-first (61st) working day after it is signed, whichever is later, become and remain members of the Union in good standing during the life of this Contract, subject to the provisions of Section 8(a)(3) of the Labor-Management Relations Act of 1947.

ARTICLE 3
INTENT AND PURPOSE

Section 1.

It is the intent and purpose of this Contract to promote and improve the cooperative relationship between the Union and the Company and to set forth the basic rules regarding working conditions affecting the employees covered by this Contract and to maintain positive attitudes in the workplace.

Section 2.

The Company and the Union will not discriminate against any employees or applicants for employment because of race, color, religion, sex, age, national or ethnic origin, veteran status, gender identity or gender expression, sexual orientation, genetic information, disability or any other protected status. Further, the Company and the Union agree to comply with the provisions of the Americans with Disabilities Act and to that end no employee will be subject to discrimination in violations of such Act or State law.

Section 3.

Wherever a masculine pronoun or the word "employee" is used, it refers to both female and male employees in classifications covered by this Contract.

ARTICLE 4
CHECK-OFF OF UNION DUES

Section 1.

The Company agrees to deduct initiation fees and regular Union membership dues from the wages of those employees who are members of the Union and who so authorize it by written assignment of their wages on a form provided by the Union and acceptable to the Company. The Company also agrees to deduct United Way contributions from the wages of those employees who are members of the Union and who authorize it annually by written authorization on the official annual United Way authorization form.

Section 2.

The Union will indemnify and hold the Company harmless against any and all claims and liabilities which arise out of, or by reason of, any action taken by the Company in compliance with this Article.

Section 3.

The Company will notify the appropriate local union president as soon as possible of scheduled new hire orientation in order to provide such local union president with the opportunity to discuss check-off of union dues and related information.

ARTICLE 5

UNION RESPONSIBILITIES

Section 1.

Recognizing that the welfare of its members and the opportunities to earn a living depend upon the success and prosperity of the Company, the Union hereby pledges for itself and all its members—the employees of the Company—that they will perform their work effectively and efficiently to the best of their ability, to the end that the Company may adequately meet competitive conditions and maintain employment.

Section 2.

The Union further pledges for itself and its members that they will fully cooperate in the following: The introduction or installation of new processes or machinery, changes in or new methods of operation, and the reduction of shrinkages of all kinds; the saving of materials, tools, machinery, equipment, and all Company property by means of careful handling and use; minimizing breakage and losses of any kind caused by careless handling; maintaining a high standard of quality in all products through efficient and careful workmanship; aiding in the enforcement of all safety, good housekeeping, and health measures; and cooperating to the best interest of the Union and the Company.

Section 3.

The Company will provide bulletin board space in all departments for exclusive Union business; provided, however, that any Union notices must be reviewed and approved by Management prior to posting. The Union will post no notices elsewhere on Company property. The Company will also provide mailboxes designated for each Local Union. The Company will also provide a Human Resources mailbox next to the union mailboxes.

ARTICLE 6
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1.

The Union recognizes that except as limited by the express provisions of this Contract, the supervision, management, and control of the Company's business, operations, working forces and plants are vested solely and exclusively in the Company. Without limiting the generality of the foregoing, the Union recognizes that, subject to the express provisions of this Contract, the following rights are vested solely and exclusively in Management: to plan, direct and control the Company's business, operations, location, methods and working forces; to hire, assign, suspend, promote, transfer, or lay off employees, and, for just cause, to disqualify after thorough investigation, discipline or discharge employees; the right to determine job classifications; the establishment of work schedules, the determination of methods and equipment, the standards of performance; the right to introduce or discontinue any production methods or facilities; and the right to establish or modify plant rules including but not limited to maintaining and modifying all Company safety rules.

Section 2.

In the exercise of its rights set forth in this Contract, the Company agrees that no bargaining unit employee will be peremptorily discharged for unacceptable conduct without first having been suspended subject to discharge. Unacceptable conduct will include, but not be limited to, intoxication, unlawful possession of narcotics or drugs while on Company premises unless prescribed by a licensed physician, disorderly conduct, refusal to carry out proper work orders, carelessness, endangering life or property, or for the violation of plant rules.

ARTICLE 7
NO STRIKE / NO LOCKOUT

Section 1.

- A. During the term of this Contract, there will be no strikes of any kind, including sympathy strikes, nor will there be any walkouts, work stoppages, slowdowns, or other interruptions of work, or interference with entry into or departure from Company premises by the Union or its members.
- B. During the term of this Contract, there will be no lockouts by the Company or the Union, its officers, agents, or representatives; provided, however, that this will not be construed as requiring the Company to continue any or all of its operations at this plant.

Section 2.

Any employee who violates this Article will be subject to disciplinary action including discharge. Any such disciplinary action will be subject to the grievance and arbitration procedure. The arbitrator will not have any authority to alter, amend, modify, or eliminate the disciplinary penalty imposed by the Company if he finds the employee did participate in such prohibited activities.

Section 3.

Either party may bring an action in Federal or State court for any breach of Section 1 above.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Procedure.

In the event of any dispute arising regarding the interpretation or application of any terms of this Contract, such matters will be processed according to the grievance procedure set forth in this Article which will be for the exclusive use of the Union and bargaining unit employees.

For purposes of this Article, the term "working days" means all calendar days except Saturdays, Sundays, named Holidays under Article 16 and designated plant-wide shutdown days.

If a grievance arises, the grievant and/or Committee person will, within five (5) working days from the date of occurrence, or the date the grievant or Committee person should reasonably have had knowledge of the occurrence giving rise to the grievance, proceed as follows:

Step 1. The grievant and/or Committee person will present the grievance to the respective supervisor for discussion and settlement. The supervisor will notify them of his decision on the grievance within three (3) working days after it has been presented to him.

Step 2. If the grievance is not settled in Step 1, the Local Union President or his designee will, within five (5) working days after receiving the supervisor's decision, reduce such grievance to writing, stating the nature of the grievance, the Article(s) and/or Section(s) of this Contract alleged to have been violated, when applicable, and the remedy sought, when feasible, and have the grievance signed by the Step 1 Committee person. The Local Union President or his designee will commit in writing or e-mail to the Human Resources Manager the Local Union's availability for the Step 2 grievance meeting when the grievance is filed in writing. The Department Manager and the Human Resources Manager or his designee will meet with the Local Union President or his designee and the Step 1 Committee person, if applicable, within seven (7) working days after receipt at the Step 2 level in an effort to resolve the grievance. Any records that are not considered confidential and are pertinent to the resolution of the grievance will be supplied to the other party upon request. The Department Manager will give the Local Union President or his designee the Company's decision on the grievance in writing within five (5) working days of the Step 2 meeting.

Step 3. If the grievance is not settled in Step 2, the Local Union will refer the grievance to the International Representative who will notify the Company's Human Resources Representative, within five (5) working days of the Step 2 answer that the grievance is being advanced to Step 3. Within seven (7) working days thereafter, the International Representative of the Union or his representative, together with the Local Union Committee, will meet with the Company's Human Resources Representative, or his designee for discussion and settlement. The Human Resources Representative will give the International Representative (or his/her representative) his written response within ten (10) working days of such meeting.

Arbitration.

- A. If the grievance is not settled in Step 3, the grievance, at the written request of the International President of the Union (or his/her representative), may be appealed to arbitration within twenty (20) working days of the Company's Step 3 answer. In the event the International President of the Union (or his/her representative) gives timely notification to the Company of his intention to arbitrate a grievance, he will,

within ten (10) working days of such notification, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) prospective arbitrators who are members of the National Academy of Arbitrators. Each party shall have the right to reject one (1) panel of arbitrators and the party rejecting such panel shall, within five (5) working days of such rejection, request the Federal Mediation and Conciliation Service to submit a new panel. The International President of the Union or his representative and a representative of the Company will alternately strike one (1) name from the mutually acceptable panel of arbitrators until one (1) remains. The right to strike the first name shall be determined by a toss of a coin. Arbitration hearings must be scheduled within three (3) months of the selection of the Arbitrator unless otherwise agreed to by the Parties.

B. The arbitrator selected will not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. Further, he will have no power to add to, subtract from, or modify any of the provisions of this Contract, or to substitute his judgment for that of the Company, unless in his opinion the Company's action(s) are in conflict with any of the terms of this Contract. The decision of the arbitrator must be given in writing and will be final and binding, except as provided by law.

C. Either the Company or the Union may call any employee as witness in any proceedings before the arbitrator and the Company agrees to release said witness from work if he is on duty. The party calling an employee witness will reimburse him for time so lost. The fees and expenses of the arbitrator and the cost of any meeting room will be shared equally between the Company and the Union. All other expenses will be the responsibility of the party incurring such expense.

Section 2. General.

- A. The Presidents of each Local Union covered by this Contract, or their designee in their absence, will be allowed a reasonable amount of time during their normal working hours to investigate, process, and meet with Management to discuss grievances under this Article. The respective President, or his designee in his absence, will first obtain the permission of his supervisor and such permission will not be unduly denied or unreasonably delayed. If it is necessary in this regard for the President, or his designee in his absence, to leave his department and go into another department, the President will obtain permission from the supervisor on duty of the department to be visited.
- B. When the Company calls a Union-Management meeting, the Company will pay the employees in attendance for all hours in such meeting at their base hourly rate, including overtime premium if otherwise applicable. Employees scheduled on any shift other than day shift will be paid for their missed shift and not required to work either the previous shift or the shift following the meeting.
- C. Unless an extension of time has been mutually agreed upon, any grievance not carried to the next step in the grievance procedure within the prescribed time limits will be automatically deemed to have been settled on the basis of the Company's last written decision.
- D. If the Company fails to meet or provide a written answer as specified above at any step of the grievance procedure, the Union may refer the grievance to the next step of the procedure without a reply.
- E. Should the Union disagree with any discipline or discharge administered by the Company, it will become a matter of grievance. Discipline grievances will be entered at the Step 2 level and discharge grievances will be entered at the Step 3 level of the grievance procedure. If it is determined at any step during the grievance procedure, including arbitration, that an employee has been unjustly suspended or discharged, the employee will be reinstated as agreed to in the grievance procedure or as directed by the arbitrator.

ARTICLE 9 SENIORITY

Section 1. Definitions.

- A. Seniority, for the purpose of this Contract, is defined as follows:
1. **Plant Seniority:** The length of an employee's continuous service in the plant from the date of his last employment with the Company.
 2. **Division Seniority:** The length of an employee's continuous service in a division from the date of his most recent successful bid or permanent assignment to a department in that division.
 3. **Department Seniority:** The length of an employee's continuous service in a department from the date of his most recent successful bid or permanent assignment to said department.
- B. Where skill, ability, and physical fitness are relatively equal, then the applicable seniority as set forth above will govern. With respect to certain incidents of employment, plant seniority will apply and with respect to other incidents of employment, division or department (line of progression) seniority will apply as specifically provided.
- C. As of the effective date of this Contract, for division and department seniority purposes, the units will be identified as follows and include the specified departments:

Primary Operations Division

Automatic Machines Department
Automatic Machine Repair Department
Mix & Melt Department
Mould Cleaning Department
Mould Shop Department
Machine Shop Department

Non-Primary Operations Division

Cold End Operations Department
Shipping Department
Maintenance Department

Section 2. Seniority Lists.

An up-to-date seniority list showing plant, division, and department seniority will be furnished to each President of each Local Union upon request, provided however that the list will only be provided once in any four (4) month period.

Section 3. Introductory Employees.

An employee will be regarded as an introductory employee for the first sixty (60) working days from the date of his last hire with the Company. During his introductory period, an employee will only be eligible for statutory benefits and will not be entitled to any Company benefits unless specifically provided for by another provision of this Contract. An employee may be terminated by the Company at its discretion at any time during his introductory period and neither the employee nor the Union will have recourse to the grievance procedure, including arbitration, over such termination.

Section 4. Temporary Transfers.

- A. The Company may temporarily transfer an employee to a job classification other than that to which he is regularly assigned. When an employee is temporarily transferred to a higher rated job classification, he will receive the higher rate of pay. When an employee is transferred to a lower rated job classification for the convenience of the Company or when work is available on his own job, he will continue to receive the rate of his regular job, plus the incentive rate of the job to which transferred, if applicable. When an employee is transferred to a lower rated job classification when no work is available on his own job, he will receive the rate of the job to which he is transferred. For purposes of this provision, work will be considered as "not available" on an employee's regular job unless he is replaced by a less senior like-classified employee or an employee from another classification.
- B. In making temporary transfers to other job classifications, the Company will endeavor to consider the seniority of the employees involved; provided, however, it is recognized that skill, ability, physical fitness, shift assignment, and other similar conditions often preclude temporary transfers being made on the basis of seniority. For temporary job openings which must be filled but are anticipated to last for more than thirty (30) days, the Company will post such jobs as temporary job openings in accordance with the job posting requirements of this Article; provided, however, only temporary postings to fill vacancies in classifications due to long-term disabilities may be continued in excess of ninety (90) days without mutual agreement of the Union. An employee awarded a temporary job bid will be precluded from bidding to another temporary job while holding a temporary bid unless he is bidding to a classification in a higher labor grade.

Section 5. Reduction of Forces.

- A. When the working forces are to be reduced in excess of one (1) full working day, the affected employees will exercise their displacement rights as provided below:
1. An employee displaced from his classification in the Primary Division will use his department seniority to displace the most at work junior employee in a classification equal to or immediately lower than his classification or, if insufficient seniority to displace to that classification, to lower classifications in descending classification order in the department line of progression. In any event, such an employee must be qualified to perform the job he wishes to displace to. Before an employee is displaced from his department, he may use his department seniority to displace a junior employee in a higher classification in the department line of progression, provided he is qualified to perform the work. In the Non-Primary Operations Division, employees will be displaced by reduction from the department based upon the least senior in the department by department seniority, with the understanding that the Company will not layoff a junior employee for which there is no other available employee who is immediately qualified to perform the work being performed by said junior employee.
 2. An employee displaced from his department shall have two (2) days (Saturdays, Sundays, and holidays excluded) to exercise his division seniority rights by either electing a voluntary layoff out of the plant (but only if any employee(s) is to be laid off because of the work force reduction) or by using his division seniority to displace the most junior employee provided the displacing employee can satisfactorily perform the required work. In either event, the Company will have two (2) days (Saturdays, Sundays, and holidays excluded) from the date of receiving the employee's election decision to process the division displacement or voluntary layoff. An employee displaced from his department by an employee from another department may use his department seniority to displace a junior employee in a higher classification in the department line of progression, provided he is qualified to perform the work.

3. An employee displaced from a division will be considered for job vacancies in departments of other divisions on the basis of plant seniority, provided he has the necessary skill and ability to perform the required work. An employee who is displaced from his division who has insufficient plant seniority or does not possess the skill and ability to be considered for such job vacancies will be placed on layoff.
- C. Once an employee has elected voluntary layoff or has exhausted his displacement rights provided for by this Section and is placed on layoff, he will have no further displacement rights until he again gains active at work employee status by being recalled in accordance with Section 6 of this Article or he successfully bids in accordance with Section 7 of this Article.

Section 6. Recalls from Layoff.

- A. Recalls will be made by returning displaced at work employees and laid off employees to a job classification the employee is immediately qualified to perform in their own department based on their department seniority. In the event there are none or an insufficient number of such employees and there is no successful bidder in accordance with Section 7 of this Article, the recall will then be made on the basis of, first, division seniority on an offer down/force up basis and, then, plant seniority on an offer down/force up basis. Any laid off employee recalled to another department will retain his division/department seniority and recall rights in the department from which he was laid off.
- B. Laid off employees will be recalled by telephone followed by a certified letter which will be sent to the employee's most recent address on file in the Human Resource Department. Should a recalled employee fail to answer recall as being available for work in accordance with instructions in the recall letter within three (3) working days of receipt of the certified notice of recall or within three (3) working days after such certified notice has been returned to the Company undelivered, or fails to report for work when scheduled to do so, he will be considered as having refused recall and will incur a break in continuous service and his seniority will be terminated.
- C. It will be the responsibility of each employee to have his current address and telephone number on file in the Human Resource Department at all times.

Section 7. Job Posting.

- A. When Management elects to fill a newly created job or a permanent vacancy for which there is no like-classified displaced active at work or laid off employee in the department, the job, except skilled trade jobs where an Apprenticeship Program is in place, will be posted on a plant-wide basis on all bulletin boards designated for that purpose for a period of seventy-two (72) continuous operating hours (Saturdays, Sundays, and holidays excluded) for any employee to express his interest in the job, including an employee on layoff or occupational or non-occupational disability. The posted bid sheet will indicate the number of employees required for the vacancy(s), the base hourly wage rate, the qualifications necessary to bid for the job, and the maximum length of the trial period to be granted to the employee selected which will be no longer than forty-five (45) working days in the classification to which he has bid. The Company will post all Labor Grade 1 jobs in the process of hiring temporary employees as full-time employees.
- B. Bids will be considered, first, on the basis of bidders from the department where the newly created job or permanent vacancy exists; second, on the basis of division seniority of bidders from the division where the newly created job or permanent vacancy exists and, third, on a plant-wide basis with regard to bidders from other divisions. The bidding employee with the most seniority will be selected, provided he meets the criteria specified in Section 1, Paragraph B, of this Article and the qualifications listed on the bid sheet. The employee selected will be given the trial period indicated on the bid sheet to demonstrate his proficiency in

performing the job. Awarded bids will be filled within a reasonable time after the Company has completed the backfilling and training for any vacancies arising from the bid process.

- C. In the event two (2) consecutive bidders from the same posting have been awarded a trial period and both have been disqualified, the vacancy or new job will be reposted. An employee who has bid to a job in another department/division and who successfully completes the trial period on the new job will have his seniority in his old department/division terminated retroactive to the date he was awarded the new job and his seniority in the new department/division will be effective retroactive to the date he was awarded the job.

While the successful bidder will not be precluded from bidding to another job in a classification with a higher earnings opportunity, excluding overtime and/or shift differential premium, he will be precluded from bidding to another classification having the same or less earnings opportunity for a six (6) month period beginning with the date he is awarded such bid job.

- D. An employee who is disqualified by the Company during the trial period will be returned to his former classification. An employee who disqualifies himself before completing the first half of the maximum length of the trial period listed on the bid sheet will be returned to his former classification. If an employee disqualifies himself after completing the first half of the maximum length of the trial period listed on the bid sheet, he will be placed on available work until he next has the opportunity to exercise his bidding or displacement seniority rights. In either event, such an employee will be precluded from bidding to any classification for a six (6) month period beginning with the date he disqualified himself from such bid job.
- E. In the event there is no bidder who has the physical ability and the qualifications to perform the job, the Company will recall employees from layoff status in accordance with Section 6 of this Article. If there are no qualified available employees on layoff status, the Company will fill the job by hiring from the outside.
- F. The name of the successful bidder shall be posted on the department bulletin board within three (3) working days of the awarded bid.

Section 8. Breaks in Continuous Service.

- A. An employee will incur a break in continuous service and his seniority will be terminated by:
 - 1. Quit.
 - 2. Discharge for just cause.
 - 3. Failure to return to work upon recall from layoff in accordance with provisions of Section 6 of this Article.
 - 4. Absence due to continuous layoff equal to an employee's continuous service with the Company or a maximum period of two (2) years, whichever occurs first.
 - 5. Failure to return to work from an approved leave of absence or using a leave of absence for any reason other than for which approved as provided for in Article 18.
 - 6. Absence from work for three (3) consecutive working days without properly reporting off.

Absence due to continuous occupational disability equal to an employee's continuous service with the Company or a maximum period of four (4) years, whichever occurs first or absence due to continuous non-occupational disability equal to an employee's continuous service with the Company or a maximum period of three (3) years, whichever occurs first. Periods of disability not separated by a return to active at work status of at least two (2) full workweeks shall be treated as one (1) continuous period of disability.

Section 9. Transfers Outside Bargaining Unit.

- A. An employee accepting a temporary assignment with the Company outside of the bargaining unit will, upon request, be granted leaves of absence of not less than three (3) calendar days per leave by the Union and will continue to accumulate seniority for up to one hundred and twenty (120) calendar days per year at which time all bargaining unit seniority rights will be lost unless a longer period of time has been mutually agreed to in writing by the Company and the Union. In the event the temporary assignment becomes permanent, the time accumulated during the temporary assignment will be credited as time worked under the following paragraph below.

An employee accepting a permanent assignment with the Company outside of the bargaining unit will, upon request, be granted a leave of absence by the Union and will continue to accumulate seniority for six (6) months, at which time all bargaining unit seniority rights will be lost. The Company will inform the appropriate local union when an employee has been given such a permanent assignment.

- B. Section A, above, will expire on January 1, 2018. Upon expiration of Subsection A, the following provision will be in effect:

An employee may accept an introductory assignment with the Company outside of the bargaining unit in their home department for a full-time vacancy in management and limited to utilizing any individual in the bargaining unit one time per calendar year. The introductory assignment may only provide such coverage for up to sixty (60) consecutive days at which time all bargaining unit seniority rights will be lost.

ARTICLE 10 HOURS OF WORK

Section 1.

This Article is intended to provide the basis of establishing normal but not guaranteed work schedules and will not be construed as a guarantee of hours of work per day or per week or a guarantee of days of work per week.

Section 2. Normal Work Day/Workweek.

Eight (8) consecutive hours of work, inclusive of a thirty (30) minute paid lunch period for employees on the continuous operation schedule or interrupted by a thirty (30) minute unpaid lunch period on the non-continuous operation schedule, will constitute a normal work day. Forty (40) hours of work, Sunday through Saturday inclusive, will constitute a normal workweek.

Section 3. Lunch/Rest/Relief Periods.

- A. For purposes of this Section, a continuous machine-paced operation shift schedule is defined as one where three (3) consecutive eight (8) hour shifts are scheduled on machine-paced operations in a twenty-four (24) hour period. Any other operation scheduled will be defined as non-continuous.
- B. All employees scheduled for a normal work day on the rotating four (4) shift A, B, C, D schedule, or assigned to the Monaca 2 warehouse, or on other continuous machine-paced operations will be granted a thirty (30) minute paid lunch period at approximately the middle of their scheduled shift and a fifteen (15) minute paid rest period during the first (1st) half of their scheduled shift and a ten (10) minute paid rest period during the second (2nd) half of their scheduled shift. Employees transferred to a non-continuous operation after the start of their shift will continue to receive their continuous machine-paced operation lunch/rest/relief schedule for the balance of that shift.
- C. All employees scheduled for a normal work day on non-continuous operations will be granted a thirty (30) minute unpaid lunch period at approximately the middle of their scheduled shift and a fifteen (15) minute paid rest period during the first (1st) half of their scheduled shift and a ten (10) minute paid rest period during the second (2nd) half of their scheduled shift. Employees transferred to a continuous machine-paced operation after the start of their shift will receive the continuous machine-paced operation lunch/rest/relief schedule for the balance of that shift.
- D. Forming Department employees classified as Set-Up Persons who, because of a breakdown, are required to work through their thirty (30) minute paid lunch period will receive pay in lieu of said paid lunch period, provided the eligibility for such pay is verified by his supervisor. All employees working as Machine Repair Persons and Apprentice Machine Repair Persons will receive a thirty (30) minute paid lunch. Any employee required to work four (4) or more hours overtime on a continuous machine-paced operation will receive a ten (10) minute paid rest period within the first one-half hour of the overtime assignment.
- E. Any employee who leaves the plant premises during his lunch period, must punch out when leaving the plant and punch in upon returning to the plant. Once an employee has clocked in for his shift, he may not leave the premises without notification to his supervisor and without clocking out before leaving the premises. "Premises" is defined as Company property, including the building and surrounding parking lot.
- F. All Miscellaneous Help (LG-4) on the machines are to work for twenty (20) minutes at each place for a total of sixty (60) minutes and then will receive a twenty (20) minute break.

- G. When a Forming Labor (LG-2) employee is used on a machine(s) continuously for an hour, said help will receive a twenty (20) minute break before resuming his regular duties.
- H. Should an employee who is on regular daylight shift be forced over or volunteer for overtime for a second continuance overtime shift resulting in an additional eight (8) hour shift, said employee shall receive a paid lunch on the second shift.

Section 4. Rotating Shifts.

In departments where shifts rotate on continuous operations, Management retains the right to assign, contrary to schedules, an individual or individuals where a particular need or skill exists; provided, however, this will be considered a temporary schedule assignment to ensure uninterrupted plant operations due to business or plant conditions. “Temporary” shall be defined as fourteen (14) days or fewer and the assignment is given to the least senior qualified employee. The fourteen (14) day period shall be extended by mutual agreement.

Section 5. Shift Schedule Changes.

- A. If it is necessary to change an employee's scheduled shift from one (1) shift to another, the Company will give a twenty-four (24) hour notice, except in the case of an emergency. “Emergency” will be defined as an imminent danger to employee or Company, which could include a significant business loss.
- B. When a department is on a two (2) or three (3) shift schedule and it is known the day before that one (1) or two (2) shifts will not operate the following day, Management will offer the most senior employees on the cancelled shift(s) the opportunity to work the remaining shifts.

Section 6. Interest Sheet

On December 1 of each year, an interest sheet will be posted for the shift preference for the daylight or the rotating shift schedule for the following departments: Mix and Melt, Mould Cleaning, Monaca 2 Shipping, Mould Shop, Maintenance, and Machine Repair. Such shift preferences will be assigned by seniority provided that in the transition no employee shall receive less than forty (40) hours per work week. The assignment of senior individuals who prefer and choose to work the A-B-C-D crew shift schedule shall also be by the Company.

Notwithstanding the above, the Maintenance Department will be included in the interest sheet process starting on April 1, 2018 and will be effective May 1, 2018, and December 1, each year thereafter.

ARTICLE 11

WAGES

Section 1.

A. First Year of Agreement

Effective, October 1, 2017 the Appendix A, Wage Schedule, labor grades in effect, will be increased by thirty cents (\$0.30) per hour.

B. Second Year of Agreement

Effective October 1, 2018, the Appendix A, Wage Schedule, labor grades in effect, will be increased by thirty cents (\$0.30) per hour.

C. Third Year of Agreement

Effective October 1, 2019, the Appendix A, Wage Schedule, labor grades in effect will be increased by thirty-five cents (\$0.35).

Section 2. Labor Grades

- A. The Wage Schedule labor grade rates are listed in Appendix A attached hereto; provided, however, employees hired on or after October 1, 1996, in Labor Grades 1 through 4, shall, during their first two (2) years of employment, be paid a wage rate which is one dollar (\$1.00) less than the applicable labor grade wage rate listed in Appendix A, regardless of the labor grade to which they are assigned in Labor Grades 1 through 4 at any time during said first two (2) years of employment.

Section 3. Reporting Pay.

- A. Employees who are scheduled to work, and who upon reporting to work find that work is not available on their scheduled job will be guaranteed four (4) hours pay or four (4) hours work at their regular base rate of pay unless the Company has made reasonable efforts to notify such employees not to report to work at least ninety (90) minutes prior to the scheduled starting time.
- B. This guarantee will not apply if the employee refuses a reasonable work assignment in the event there is no work available in their normal job classification.
- C. This Section will not apply if work is not available because of an emergency or conditions beyond the control of the Company such as fire, flood, explosion, storm, utility failure, major mechanical breakdown, labor dispute, or civil disturbance.
- D. Crew reductions will be administered as follows:
1. Employees, by seniority, will be released on a voluntary basis.
 2. Senior employees will be allowed to leave the plant only if there are less senior employees available who are qualified to perform the available work.
 3. Employees who volunteer to leave early will not be eligible for the four (4) hours of Reporting Pay under this section.

Section 4. Call-in Pay.

- A. An employee who has left the plant after completing his shift and who is called back to the plant, or an employee who is called into the plant on a day when he is not scheduled to work, will receive four (4) hours work or four (4) hours pay if less than four (4) hours work is available, at the base hourly wage rate of the classification for which called, including the proper overtime premium, if applicable; provided, however, if the employee completes the work for which called and elects not to perform the balance of the four (4) hours work, he will receive the overtime premium, if applicable, for only the hours worked.
- B. An employee who is called to commence his shift within four (4) hours of his regular starting time will not be entitled to call-in pay; provided, however, that in no event will the Company send the employee home prior to the end of his regular shift for the sole purpose of avoiding payment of an overtime premium.

Section 5. Payroll Periods.

- A. All employees will receive their earnings in full at least every two (2) weeks and not more than one (1) week's earnings will remain unpaid at any time. All employees hired after October 1, 2017 must enroll in payroll direct deposit at a banking institution or credit union of the employee's choosing no later than thirty (30) days from their first day of employment or the ratification of this Agreement. It is the responsibility of each employee to provide the Company and the banking institution or credit union with the required information for enrollment in payroll direct deposit. If no such information is furnished, employees will be supplied with a cash debit card and subsequent earnings will be automatically applied to the cash card. Replacement fees may apply for lost cards at the employee's expense.
- B. When a pay day falls on a recognized holiday (other than personal holidays), the Company will pay on the preceding work day if reasonably possible.
- C. After validation of a pay shortage of \$100 or more, the Company will cut a check as soon as possible.

Section 6. Training Opportunities/Trainer Premiums.

When a regular employee is designated and actually assigned as an on-the-job trainer for other employees as part of an established on-the-job training program, he will be paid an additional one (1) dollar for each hour assigned to such training. An employee who is assigned to develop or facilitate classroom training will be paid an additional one dollar (\$1.00) for each hour assigned to program development or training. Lead positions shall be excluded from any additional increase in pay for providing training. These training premiums are not intended to be paid for time spent on normal assistance and training that employees are expected to provide for each other. Such increase in pay shall be applicable only to the time spent training and not to the entire shift. This Section expressly does not include participation in any mentor/mentee programs established by the Company or as established by the Apprenticeship Program.

Section 7. Lead Person Premium.

An employee assigned by the company to lead other employees in the capacity of Lead Person will be paid an additional one dollar (\$1.00) per hour over the highest paid employee in the department for all hours spent actually leading other employees. In areas where Lead Persons are assigned by the Company, employees will be provided an annual opportunity to indicate their interest in such Lead Person positions.

Section 8. Peak Production Employees.

- A. The Company shall have the right to hire Peak Production workers to work in the Monaca Facility. Peak Production workers will not be permitted to work more than sixty (60) days in any calendar year, provided, however, that the Company may hire the same individuals to perform peak production work in successive calendar years. If hired as a full-time employee by the Company said employee will not be required to serve any further introductory period and will be subject to the recognition clause (Article 1), to the union Shop (Article 2), and to the Check off of Union Dues (Article 4) on his sixty-first (61) day of employment.
- B. Peak Production employees are not bargaining unit employees during their status as a Peak Production employee, and shall not pay Union Dues under Article 4 except as described above in subsection A in the event the employee is hired as a permanent employee. Peak Production employees will not be permitted to exercise any seniority rights under this Agreement, provided, however, that in the event that the Company hires a Peak Performance employee for regular, full-time employment in the bargaining unit, any time worked as a Peak Production employee will be considered for Plant Seniority under Article 9, Section 1(A)(1) of this Agreement, and counted for purposes of satisfying the introductory period required under Article 9, Section 3. Peak Production employees may be disciplined and/or discharged as exclusively determined by the Company..
- C. Peak Production employees assigned to work in jobs classified in any Labor Grade will be paid ninety percent (90%) of the hourly wage rate for the job classification to which they are assigned. Peak Production workers will be eligible for overtime pay in accordance with applicable law. Peak Production employees will not be eligible for any employee benefits including, but not limited to, vacation time pursuant to Article 15, paid holidays pursuant to Article 16, funeral leave pursuant to Article 17, Section 2, health insurance pursuant to Article 19 (except as required by law), retired or 401(k) plan pursuant to Article 20, or any severance pay pursuant to Article 22..
- D. Peak Production employees will be laid off prior to bargaining unit employees in the event of a reduction in force. Further, no Peak Production employees will be on site when a full-time employee retains recall rights pursuant to Article 9, Section 8, Subsection 4. Peak Production employees will have the same pre-employment requirements for background checks as regular full-time employees. The total number of Peak Production employees at any one time shall not exceed twelve percent (12%) of the total number of Local Union 512T bargaining unit employees. However, should the Company require additional Peak Production employees beyond the twelve percent (12%) limit to meet business and customer demands on a temporary basis, the Company and the Union may mutually agree to exceed such caps by separate agreement.

ARTICLE 12
OVERTIME AND PREMIUM PAY

Section 1. Overtime Pay.

- A. Time and one-half (1 ½ times) at an employee's base hourly rate will be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week and for all hours worked between 7:00 a.m. Sunday and 7:00 a.m. Monday. An employee whose regular workweek is other than Monday through Friday who is called to work on his regularly scheduled day(s) off will be paid time and one-half at his base hourly rate for all hours worked. For purposes of this provision, holiday, vacation, jury duty, and funeral leave hours paid for but not worked will be considered as hours worked in determining overtime eligibility.
- B. Double time (2 times) at an employee's base hourly rate will be paid for all hours worked in excess of the twelve (12) consecutive hours worked regardless of whether or not some of the consecutive hours worked overlap into the following work day; provided, however, no employee will be required or permitted to work in excess of the greater of two (2) full shifts or sixteen (16) consecutive hours.
- C. Mould Making Department Overtime. Wherever the word "Sunday" is used in this Article 12, Overtime and Premium Pay, "Sunday" for employees assigned to the Mould Making Department will be construed to mean "the period beginning three o'clock (3:00) p.m. on Saturday and ending at six o'clock (6:00) a.m. on Monday". Wherever the Sunday premium of "time and one-half" is used in this Article 12, it will be construed to mean "double time" for employees assigned to the Mould Making Department.

Section 2. Non-Duplication.

Payment of overtime rates will not be duplicated for the same hours worked, but the higher of the applicable rates will be used. Hours compensated for at an overtime rate will not be counted further for any purpose in determining overtime liability under the same or any other overtime provision of this Contract.

Section 3. Overtime Scheduling.

- A. Except as provided for by Appendix E of this Contract, all other overtime within an employee's own department will be scheduled on an offer down basis: first, by department seniority to employees within the classification from the prior shift; second, to qualified employees by department seniority who have signed up with their supervisor to work on their day off; third, to all qualified employees by division seniority who have signed up with their supervisor to work on their day off; and then on a force up basis; first, by employees within the job classification from the prior shift; and, second, by other qualified employees within the department from the prior shift. These provisions shall not prohibit any employees from volunteering to work on their day(s) off. No employee who volunteers to work on their day(s) off will be forced to work overtime that day.

All leads, except as described below, will follow the forced overtime scheduling procedures set forth in this Section and Appendix E (Departmental Overtime Scheduling Procedures).

If conditions warrant the need for coverage on additional shifts, the Company may force Automatic Machines Department Leads to work overtime based on needs of operations. For example, if needed, such Leads can be forced over to complete a job change, regardless of the limitations above.

- B. It is understood and agreed that any error in the assignment of overtime which is brought to the Company's attention prior to the time such overtime work actually commences in sufficient time to permit the Company

to efficiently reassign such work, will be corrected by the assignment of the appropriate employee to the available overtime, if such employee is present and available to perform the work. Failure by the Company to correct an error in overtime assignment under these circumstances will entitle the employee deprived of the overtime assignment to the wages he would have received had he received the overtime assignment.

- C. Any error in the assignment of overtime under circumstances other than those set forth in Paragraph B above will be adjusted by the priority assignment of similar future overtime work when available to the employee erroneously deprived of such work at a mutually convenient time; provided, further, should an employee be affected by this Paragraph C more than one (1) time during each calendar year during the life of the Contract, he will be paid the wages he would have otherwise received had he been correctly assigned to the overtime assignment.

Section 4. Meal Allowance.

Employees who work for more than twelve (12) consecutive hours will receive a meal voucher in the amount of six dollars (\$6.00). Employees shall receive the voucher on the day which the overtime occurs.

ARTICLE 13
SHIFT DIFFERENTIAL

Section 1.

- A. The shift differential for the afternoon or second (2nd) shift will be thirty-five cents (\$0.35) per hour and the shift differential for the evening or third (3rd) shift will be forty cents (\$0.40) per hour.
- B. It is understood and agreed that the shift differentials provided for above are not applicable to second (2nd) or third (3rd) shift Set-up Persons, Job Change crew members, Operators, Apprentice Operators, Machine Repair Persons, Feeder Mechanics, and Apprentice Feeder Mechanics.

Section 2.

All hours worked by an employee during a work day will be considered as being worked on the shift on which he starts work except that an employee who works four (4) or more hours overtime will receive the shift differential, if any, applicable to the shift on which the overtime is worked for all overtime hours worked.

Section 3.

Shift differentials will be paid for report-in time when the time for which payment is made would have called for shift differential, if worked.

Section 4.

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

**ARTICLE 14
INCENTIVES**

Section 1.

The hot form bonus incentive plan has been discontinued. However, the Company reserves the right to establish a hot form bonus plan in the future if the Company determines such a plan is in the best interests of the plant.

Section 2.

The employees working in the hot form bonus eligible job classifications shall receive the following special additive to the wage rate in Appendix A.

<u>Job Classifications</u>	<u>10/1/2017</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
Miscellaneous Help (LG 4)	<u>1.57</u>	<u>1.60</u>	<u>1.63</u>
(LG 5) Forming Parts Cleaner/Preparer	<u>2.42</u>	<u>2.47</u>	<u>2.52</u>
Operator (LG 9)	<u>3.13</u>	<u>3.20</u>	<u>3.27</u>
Set-Up Person (LG 11)	<u>3.40</u>	<u>3.47</u>	<u>3.54</u>
Job Change Person (LG 11)	<u>3.40</u>	<u>3.47</u>	<u>3.54</u>
Machine Repair Person (LG 11)	<u>3.40</u>	<u>3.47</u>	<u>3.54</u>
Feeder Mechanic (LG 12)	<u>3.50</u>	<u>3.57</u>	<u>3.64</u>

Such special additive to the wage rate shall be effective throughout the duration of this contract. Such special additive shall be included in the wage rate for all hours worked and included in all premium pay calculations and shall also be subject to the general wage rate increases.

Section 3. Monaca Performance Bonus.

Employees will be eligible for a Monaca Performance Bonus contribution as outlined in Appendix F. At the employee's election, the Bonus shall be paid quarterly through payroll channels or as a 401(k) contribution as outlined in Article 20, 401(k) Savings Plan. Appropriate tax deductions will apply. If the employee does not so elect, the amount will be paid via payroll, subject to applicable taxes.

The Performance Bonus will be awarded based on individual and/or facility performance in four key areas: (1) Safety; (2) Quality; (3) Service; and (4) Rapid Continuous Improvement.

Prior to setting annual targets for Quality and Service, the Company will discuss the Corporate annual target metrics with the Joint Performance Committee. Then, the Joint Performance Committee will advise regarding the site-specific targets, and the implementation and processes needed to achieve the Corporate annual targets. The Committee will consist of four (4) Union members appointed by the USW Staff Representative and four (4) Company members appointed by the Monaca Site Director.

ARTICLE 15
VACATIONS

Section 1. Definitions.

- A. For vacation purposes, the calendar year (January 1 - December 31) in which the employee is working toward earning a vacation and vacation pay is the "calculation year" and the calendar year (January 1 - December 31) which immediately follows the calculation year is the "vacation year" during which vacations are taken and/or paid.
- B. For employees who are on other than a four (4) shift work schedule, their vacation week will run from Monday at 7:00 a.m. to the following Monday at 7:00 a.m. For those employees who are on a four (4) shift work schedule, their vacation week may be any seven (7) consecutive calendar days off from work that is mutually agreeable to the Company and the employee.

Section 2. Eligibility.

- A. Each employee under the jurisdiction of this Contract who has been in the employ of the Company for one (1) year or more, has worked at least twelve hundred (1200) hours during the calculation year, and is on the Company's payroll at the end of the calculation year, will be entitled to a vacation with pay based on the following schedule:

Continuous Service	Vacation	Vacation Pay
1 year	1 week	40 hours
4 years	2 weeks	80 hours
10 years	3 weeks	120 hours
15 years	4 weeks	160 hours

Notwithstanding the above, an employee employed by the Company on October 1, 2009, shall be entitled to vacation pay of one hundred eighty (180) hours after twenty-five (25) years of continuous service and two hundred (200) hours of vacation pay after thirty (30) years of continuous service.

- B. Notwithstanding the above, each employee who has been in the employ of the Company for less than one (1) year, but who has worked at least four hundred (400) hours during the calculation year and is on the active payroll at the end of the calculation year, will be eligible for the following:
 - 1. If the employee has worked at least four hundred (400) hours but less than twelve hundred (1200) hours, he will be entitled to two percent (2%) of his base hourly rate times the total number of hours worked during the calculation year with one (1) week of time off during the vacation year.
 - 2. If the employee has worked twelve hundred (1200) hours or more, he will be entitled to one (1) week of vacation pay with one (1) week of time off during the vacation year.
- C. Employees who vest to a 2nd, 3rd, or 4th week of vacation time off, or an additional twenty (20) hours of vacation pay, during the vacation year based on their continuous service, and who are on the active payroll on July 1st of the vacation year, will, after July 1st, be eligible for the additional week of vacation time off

and/or pay to which they are entitled, provided they had worked at least twelve hundred (1200) hours during the calculation year.

- D. Scheduled working time lost because of an injury which is covered by Worker's Compensation Insurance will be credited toward the twelve hundred (1200) hours worked requirement during the calculation year; provided, however, the use of said hours will be used to qualify an employee for only one (1) year's vacation before he returns to work and again qualifies for vacation with pay in accordance with this Section 2.
- E. When an employee with one (1) or more years of continuous service has worked at least four hundred (400) hours but has failed to meet the twelve hundred (1200) hours worked requirement during the calculation year due to his being on layoff, he will be eligible for the vacation time off to which otherwise entitled but with prorated vacation pay for each week of vacation in accordance with Paragraph B.1. of this Section. Notwithstanding the above, an employee with thirty (30) years or more of continuous service will only have prorated vacation for one (1) week of vacation.
- F. For the purpose of vacation hours qualification, all hours of work lost by a Local Union representative on the following legitimate business of the Union will be computed as hours worked, not to exceed forty (40) hours per week:
 - 1. Regular monthly and special Local Union meetings.
 - 2. Labor Council meetings.
 - 3. Glass Workers' Protective League meetings.
 - 4. Contract negotiating meetings with the Company.
 - 5. International Conventions.
 - 6. Any assignment by the International President.

It will be the responsibility of any Union representative claiming such credit under these provisions to produce for the Company, upon request, such proof as it may require to substantiate any hours being claimed for credit.

- G. An employee who previously worked for the Company for more than three (3) years and then is or has been re-employed with the Company shall have such prior service credited toward the employee's vacation rights after the employee has again worked with the Company for more than three (3) years.

Section 3. Vacation Pay.

- A. Except as otherwise provided, the vacation pay allowance for each week of vacation will be the equivalent of forty (40) hours at the employee's permanent classification base hourly rate in effect at the time of his vacation. However, for employees working in Labor Grades 1 through 4, the vacation pay allowance will be the greater of the average of the regular hourly rate paid for all hours worked during the calculation year or the base hourly rate for the employee's permanent classification in effect at the time of the vacation.
- B. All vacation pay is subject to applicable statutory with-holdings and normal employee deductions in effect at the time of payment. Full weeks of vacation pay will be paid on the employee's last regular pay day preceding his scheduled vacation, provided he has requested such pay at least one (1) week in advance. Individual days of vacation pay will be paid in the normal pay check for that payroll period.
- C. An employee who quits or is discharged during the vacation year will receive vacation pay to which he vested during the preceding calculation year but for which he has not yet been paid.

- D. An employee who retires during the vacation year will receive any unpaid vacation pay to which he vested during the preceding calculation year and any vacation pay earned in the year of his retirement as provided below. The executor, administrator, or designated heir(s) of an employee who dies during the vacation year will receive any unpaid vacation pay to which he vested during the preceding calculation year and any vacation pay earned in the year of his death as provided by Pennsylvania law and provided below.
 - 1. If the employee has worked at least four hundred (400) hours but less than twelve hundred (1200) hours, vacation pay will be based on two percent (2%) of his base hourly rate times the total number of hours worked during the year of his retirement or death for each week of vacation to which he would otherwise have been eligible.
 - 2. If the employee has worked twelve hundred (1200) hours or more, vacation pay will be based on the amount of vacation pay to which he would have otherwise been entitled during the next vacation year beginning January 1st.
- E. All vacation pay earned in a calculation year, but not paid in a vacation year, will be paid to the employee in the employee's last pay check in the vacation year.

Section 4. Vacation Shutdowns.

If the Company decides to close the plant for one (1) separate week during any vacation year, employees will be required to take up to one (1) week of their vacation during said shutdown, provided the Company gives notice of such shutdown by December 31st prior to the said vacation year. Employees entitled to more than one (1) week of vacation may schedule their 2nd/3rd/4th weeks of vacation in accordance with Section 5 of this Article and, furthermore, said employees will not be required to take their 1st week of vacation during any shutdown that occurs during the period January 1st through May 31st if another shutdown of at least one (1) week has been scheduled to commence on or after June 1st of that vacation year.

Section 5. Scheduling.

- A. Employees entitled to 2nd/ 3rd/4th weeks of vacation or employees required to work during the vacation shutdown may schedule their vacation time off for the appropriate number of week(s) of vacation in accordance with the below listed procedures; provided, however, employees who would otherwise have been scheduled to work during a vacation shutdown will not be required to use up to one (1) week of their vacation time if they are on sick leave or Workers' Compensation.
 - 1. During the period January 1st through January 31st of any vacation year, requests for vacation time off will be approved on the basis of an employee's department seniority.
 - 2. After January 31st of any vacation year, requests for vacation time off will be approved on a first-come, first-served basis.

Vacations will, insofar as practical, be granted at the time requested by the employees; provided, however, that the Company reserves the right to determine the number of employees who can be on a vacation at any given time and, provided further, that if employee preferences would result in an undue dilution of the work force during any particular week, the final right to schedule vacations and to change such schedules is exclusively reserved to the Company in order to assure the orderly and efficient operation of the plant.

- B. If the Company cancels a previously scheduled vacation shutdown, then the employees who had been required to reserve a week of vacation for such vacation shutdown shall have until the end of the vacation year to take the previously reserved week of vacation, provided however, if the vacation shutdown that is cancelled was originally scheduled for the last quarter of the vacation year, then the employees shall have until April 1st of the next vacation year to take the previously reserved week of vacation.

- C. With at least twenty-four (24) hours advance approval of Management, an employee may take vacation time off with pay as individual days rather than by the week at times mutually acceptable to the Company and the employee involved. An employee normally assigned to a Monday through Friday schedule only, who takes a Friday as a day of vacation will, upon request, be excused from working the following Saturday and Sunday.
- D. If an employee, while on a three (3) shift schedule, submits his vacation request by January 31st and is scheduled to take any of his vacation time off on a Monday to Monday basis, the Company will not change his vacation schedule because the employee is subsequently placed on a four (4) shift operation.
- E. If a recognized holiday falls during a plant vacation shutdown, the affected employee(s) will receive an additional eight (8) hours of pay but no additional time off.
- F. If a recognized holiday falls during an employee's scheduled vacation time, he will have the option of receiving either an additional day off with pay or an additional eight (8) hours of pay but no additional time off.
- G. Subject to the terms and conditions set forth in this Section, the Company will permit employees to schedule vacations as follows in the Cold End Operations Department. Department staffing of the A-B-C-D scheduled employees at any time, ten percent (10%) employees will be permitted to schedule vacation. Departmental staffing of steady dayshift (currently set-pack, quench, light duty) employees will be ten percent (10%) that will be permitted at any time to schedule vacation. Percentages shall be rounded up to the highest number.

ARTICLE 16
HOLIDAYS

Section 1. Schedule.

A. The following recognized holidays will be observed during the term of this Contract:

New Year's Day	Christmas Eve Day
July 4 th	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	Four (4) Personal Floating Holidays **

**Such day must be scheduled and approved by Management at least twenty-four (24) hours in advance when it is to be taken and must be taken on a day that is mutually accepted to the Company and the employee.

The Company agrees that there will be no production on Independence Day and Christmas Day. The Company agrees that any production on Labor Day will first be staffed with employees who volunteer to work that day and, if the production schedule requires more employees, then employees will be forced to work. All volunteering and forcing will be done in accordance with the procedures for overtime.

B. A holiday will be considered as beginning at 7:00 a.m. on the day of the holiday and ending at 7:00 a.m. on the day following the holiday.

Section 2. Holiday Pay.

A. All full-time employees covered by this Contract who have been continuously employed for thirty (30) calendar days will be paid for one (1) regular shift, not to exceed eight (8) hours, at their base hourly rate for each of the recognized holidays in Section 1, provided they meet the following eligibility requirements:

1. An employee must work as scheduled on his last regularly scheduled working day before the holiday and on his first regularly scheduled working day following the holiday, except that such employee will not be disqualified for failure to meet this requirement if such failure is due to justifiable lateness (up to a maximum of one-half hour) on his last regularly scheduled working day before the holiday and/or his first regularly scheduled working day following the holiday.
2. An employee who is off work due to occupational or non-occupational disability or individual layoff will be paid for the holiday(s) which fall within the first fifteen (15) days from the date such disability or layoff occurs; provided, however, that holiday pay for occupational or non-occupational disability will be the difference between the employee's holiday pay and the amount he is receiving from Workers' Compensation or Sickness and Accident benefits.

Plant shutdown days will not be counted against the fifteen (15) day qualification periods. Vacation days taken during shutdown periods or fifteen (15) day qualifying periods will extend the qualifying period by the number of vacation days taken.

3. An employee who is off work due to a planned shutdown of the total production operations for the purpose of performing major repairs or installations will be paid for the holiday(s) which fall during such shutdown, provided the employee has worked sometime within the forty-five (45) calendar day

period immediately before the holiday and the forty-five (45) calendar day period immediately following the holiday. However, if the planned shutdown of the total production operation lasts more than forty-five (45) calendar days, then an employee will be paid for the holiday(s) which fall during such shutdown if the employee works as scheduled on the employee's last regularly scheduled working day before the shutdown and on the employee's first regularly scheduled working day following the shutdown.

Section 3. Work on Holiday.

- A. When less than all employees in any classification in a department are required to work on any of the above-named holidays, employees will be scheduled by offering said work to the most senior active employees within the department by their A, B, C, D schedule rotation who would otherwise have been scheduled to work if the day were not a holiday on an offer down/force up basis.
- B. When work is performed on any of the above-named holidays, it will be paid for at the rate of double time (2 times) for all hours worked, plus holiday pay if qualified.
- C. The Company will make every reasonable effort to post a notice and provide a copy of the notice to all Local Union Presidents in the local union mailbox with regard to any operations scheduled to work on any Holiday at least seven (7) calendar days in advance of such Holiday.

ARTICLE 17
JURY DUTY AND FUNERAL LEAVE

Section 1. Jury Duty.

Employees will be paid the difference between eight (8) times their permanent bid job base wage rate, and the payment they receive for jury duty for a maximum of thirty (30) working days each calendar year, subject to the following requirements:

1. Payment will be made only for service on a jury in Federal, state, or county court, and the employee must notify the Company within forty-eight (48) hours, after receipt of summons.
2. The employee must present to the Company proof of jury duty and the amount of pay received therefor.
3. This provision will not apply where an employee voluntarily seeks jury service, and the Company reserves the right to request that an employee be excused from jury duty.
4. An employee will not be required to work the same work day that he reports for jury duty. For an employee working the midnight shift, this means the midnight shift before the employee reports for jury duty.

Section 2. Funeral Leave.

- A. In the event of the death of a step-parent, step-child, brother, sister, grandparent, grandchild, son-in-law, daughter-in-law, or parent-in-law of an employee who has completed his introductory period, the employee will receive five (5) working days off, within seven (7) calendar days of the death, with pay at his permanent bid job base wage rate for eight (8) hours per day.
- B. In the event of the death of a brother-in-law or sister-in-law of an employee who has completed his introductory period, the employee will receive three (3) working day off within seven (7) calendar days of the death, with pay at his permanent bid job base wage rate for eight (8) hours per day.
- C. In the event of the death of a spouse, parent, or child of an employee who has completed his introductory period, the employee will receive five (5) working days off, within fourteen (14) calendar days of the death, with pay at his permanent bid job base wage rate for eight (8) hours per day.
- D. In the event of a multiple death of an employee's spouse, parent, or children, the employee will be granted five (5) additional consecutive working days off with pay. In the event of the death of an employee's spouse or child, a reasonable request for additional time off without pay will be honored.
- E. In order to qualify for funeral leave, the employee must attend the funeral and provide the Company with proof of death and relationship if requested by the Company. Such proof must be supplied within five (5) calendar days after the request by the Company. The Company may withhold any applicable pay until proof is provided to and accepted by the Company; acceptance will not be unreasonably withheld. If an employee is disqualified for funeral leave because he is unable to attend the funeral, he will receive one (1) day off from work within seven (7) calendar days of the death to bereave the loss of a member of his immediate family as specified in Paragraphs A and B above. The day to be taken will be mutually

agreed upon and the employee will receive up to eight (8) hours pay at his permanent bid job base wage rate.

- F. If an employee's vacation or holiday time off is interrupted by the death of a member of his immediate family as specified in Paragraphs A and B above, his vacation or holiday time off will be extended by the number of days of paid funeral leave the employee is entitled to pursuant to this Section 2, provided the employee promptly notifies his Department Manager or Supervisor of the death so that the employee's return to work can be properly scheduled.
- G. Reasonable requests for additional time off without pay will be honored provided the applicant employee follows the Leave of Absence procedure as provided in Article 18, Section 2.

ARTICLE 18
LEAVES OF ABSENCE

Section 1. FMLA Leave.

- A. Employees shall have such rights and options as are guaranteed to them by the Family Medical Leave Act (FMLA) and the Company shall have such rights and options as are allowed to it by the Family Medical Leave Act. The Company tracks FMLA leave using a 12-month period measured forward from the date of any employee's first FMLA leave begins. The Company reserves the right to require medical clearance to return to work following a return from leave due to the employee's own medical condition. The Company will permit, but not require, an employee to use vacation during FMLA leave.
- B. Company will provide information to employees related to the Americans With Disability Act (ADA) as required by law.

Section 2. Personal Leave.

Leave of absence of up to sixty (60) days without pay may be granted by the Company for good and sufficient cause by prior written approval of the Company, provided it is practical for the Company to grant such leave. Such leave may be renewed up to an additional thirty (30) days. In the event of unusual circumstances, the Company may agree to an additional third period of up to thirty (30) days. Such leaves of absence, once approved, will not be revoked.

Section 3. Military Leave.

- A. Company and the Union agree to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- B. Employees who are members of the National Guard and Military Reserve Units shall be granted necessary time off for the purpose of fulfilling their military obligations. These employees must notify the Human Resources representative immediately upon receiving notifications of training period or other obligations requiring a military leave of absence. Employees may elect to use earned vacation benefits (if eligible) during periods of military service.
- C. The Company will pay an employee who is a member of the National Guard or Military Reserves the difference between his base hourly rate and the military pay he receives for two (2) separate weeks of forty (40) hours each or one (1) continuous two (2) week period (eighty [80] hours) per calendar year. The employee will submit to the Company verification of the amount of military pay received.

Section 4. Union Leave.

Any employee who is elected to serve as a regular officer or representative in the full-time employ of the International Union will, upon request, be granted a leave of absence—without pay and without benefits—to serve the International Union for a period not to exceed nine (9) years unless such leave is extended by agreement between the Company and the Union for an additional three (3) years. In such cases, an employee's seniority will be frozen for the period of time he is absent from the bargaining unit, and there will be no accumulation of seniority while the employee is absent from the bargaining unit. Such an employee's benefits will be reinstated upon return to active employment based on his credited services with the Company.

Section 5. General

An employee who fails to return to work upon the expiration of a leave of absence without notifying the Company of his expected return to work date will be considered to have abandoned his position and the Company may terminate his employment. The Company may immediately terminate an employee who uses a leave of absence for any purpose other than for which it was approved.

ARTICLE 19
INSURANCE

Section 1. Group Medical Plan.

- A. During the term of this Agreement, bargaining unit employees who have completed ninety (90) days of Continuous Service will be eligible to participate in the United Steelworkers group medical benefit program (“Medical Plan”) as defined in the Summary Plan Documents.
- B. The extent of coverage under the Medical Plan will be governed by the terms and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. As required by law, the Company will provide bargaining unit employees with Summary Plan Descriptions with respect to the Medical Plan. Any questions or disputes concerning any benefit programs for individual claims will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article 8 of this Agreement.
- C. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

Section 2. Employee Contributions.

- A. During the term of this Agreement, employee contributions through biweekly payroll deduction will be determined based upon total employee contribution share at an amount equal to 25% of the total group insurance program cost for that coverage. Biweekly contributions through payroll deduction will be determined as follows for the period of January 1, 2018 through December 31, 2018:

	Individual	Employee/Child	Employee/Children	Employee/Spouse	Family
Medical/ Prescription Drug	\$59.53	\$136.32	\$135.32	\$142.23	\$192.43
Dental	\$3.69	\$9.23	\$9.23	\$7.38	\$11.08
Vision	\$0.36	\$0.73	\$0.87	\$0.73	\$0.87

The Health Plan premiums may increase over the course of the Agreement, but in no case shall the increases be more than 11% in Year 2 or 12% in Year 3.

- B. During the term of this Contract, the Company will apply the IRS Code Section 125 to all active employee contributions for group insurance coverage.

Section 3. Coverage During Disability.

- A. An employee who is off work due to a non-occupational disability will be entitled to continue the group insurance coverage for which he is enrolled at the time his disability commences for up to six (6) months following the end of the month in which the disability occurs, provided the employee continues to pay his contribution for the coverage that was in effect at the time of his non-occupational disability.
- B. An employee who is off work due to an occupational disability will be entitled to continue the group insurance coverage for which he is enrolled at the time his disability commences for up to six (6) months following the end of the month in which the disability occurs, provided the employee continues to pay his contribution for the coverage that was in effect at the time of his occupational disability.
- C. At the expiration of the six (6) month period or at any time during such period when the employee fails to make the required contribution, his group insurance coverage will be terminated and he will be entitled to continued coverage in accordance with Federal Law (COBRA), less the six (6) month period provided for above.
- D. Provided, however, that in either event, if an employee returns to work after his group insurance coverage has terminated but before his continuous service is terminated in accordance with Article 9 - Seniority, his active employee group insurance coverage will be reinstated following completion of forty (40) hours of work within any fourteen (14) day period.

Section 4. Coverage During Layoff.

- A. An employee employed by the Company on October 1, 2009, who is off work due to a layoff will be entitled to continue the group insurance coverage for which he is enrolled at the time his layoff commences for up to three (3) months following the end of the month in which the layoff occurs, provided the employee continues to pay his contribution for the coverage that was in effect at the time of his layoff.

An employee hired after October 1, 2009, who is off work due to a layoff will be entitled to continue the group insurance coverage for which he is enrolled at the time his layoff commences in accordance with the following schedule based upon the employee's seniority on the date of the layoff provided the employee continues to pay his contribution for the coverage that was in effect at the time of his layoff:

Seniority	Period of Continuation
Less than 2 yrs	The end of the month in which the layoff occurs
2 yrs or more	The end of the month in which the layoff occurs plus 3 months

Notwithstanding this schedule, an employee hired after October 1, 2009, with less than two (2) years of seniority whose date of layoff is on or after the 23rd of a month will be entitled to continue the group insurance coverage for the next month after the month of his layoff provided the employee continues to pay his contribution for the coverage that was in effect at the time of his layoff.

- B. At the expiration of the three (3) month period or at any time during such period when the employee fails to make the required contribution, his group insurance coverage will be terminated and he will be entitled to continued coverage in accordance with Federal Law (COBRA), less the three (3) month period provided for above.

- C. Provided, however, that if an employee returns to work after his group insurance coverage has terminated but before his continuous service is terminated in accordance with Article 9 - Seniority, his active employee group insurance coverage will be reinstated following completion of forty (40) hours of work within any fourteen (14) day period.

Section 5. Retiree Health Insurance.

Employees, and for employees only, with five (5) years or more of continuous service who separate from employment with the Company at age 62 or older and employees with thirty (30) years or more of continuous service who separate from employment with the Company at age 60 or older during the term of this Contract will be entitled to five thousand dollars (\$5,000) of reimbursement for medical expenses incurred after separation from employment and during the life of the former employee; provided, however, the surviving spouse of a former employee who dies during the term of this Contract will be entitled to said reimbursement regardless of whether the expenses were incurred before or after the death of the retiree.

Section 6. Group Life Insurance

Employees will be eligible to participate in a Company-sponsored group life insurance program with a death benefit of \$35,000. Coverage under all the Company's group life insurance program will be governed by the terms and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. Any individual questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article 8 of this Agreement.

Section 7. Short-Term Disability Program

During the term of this Agreement, bargaining unit employees who have completed one hundred eighty days (180) of Continuous Service will be eligible to participate in the Company's short-term disability ("STD") plan. The weekly benefit under the STD plan will be \$350 for up to twenty-six (26) weeks per twelve (12) month period, measured forward from the date of employee's first use of STD.

Employees will not automatically receive STD plan benefits during FMLA leave. Coverage under all the Company's short-term disability program will be governed by the terms and conditions set forth in applicable insurance policies and/or plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. Any individual questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the grievance procedures set forth in Article 8 of this Agreement.

ARTICLE 20
401(k) SAVINGS PLAN

Section 1.

Employees covered by this Agreement will be eligible to participate in the Anchor Hocking LLC 401(k) Savings Plan (the "401(k) Plan") that is maintained by the Company. However, the participation of eligible employees in the 401(k) Plan during the term of this Agreement shall be subject to the following provisions of this Article, and the 401(k) Plan shall be amended to the extent necessary to reflect the terms of this Article.

Section 2. Pre-Tax Elective and Matching Contribution Parts of 401(k) Plan.

- A. For the full term of this Agreement, eligible employees covered by this Agreement shall continue to be permitted to make pre-tax elective contributions to the 401(k) Plan in accordance with the current terms of the 401(k) Plan.
- B. The Company shall make matching contributions to the 401(k) Plan each year on behalf of each eligible employee who makes pre-tax elective contributions in accordance with the terms of the 401(k) Plan equal to the sum of:
 1. 100% of the portion of the eligible employee's pre-tax elective contributions for such year that does not exceed 2% of the employee's Compensation for such year; and
 2. 50% of the portion of the eligible employee's pre-tax elective contributions for such year that exceeds 2%, but does not exceed 4% of the employee's Compensation for such year.

For purposes of this Article, "Compensation" means the compensation that is taken into account under the current terms of the 401(k) Plan for purposes of determining the Company's contributions made for any eligible employee.

- C. An eligible employee shall be fully vested at all times in the portion of his or her 401(k) Plan account that is attributable to his or her pre-tax elective contributions and the matching contributions made for him or her to the 401(k) Plan.

Section 3. Non-Elective Contributions.

- A. During the term of this Agreement, the Company shall make a contribution, known herein as a "non-elective base contribution," for each eligible employee. The non-elective base contribution that is to be made for any eligible employee shall be equal to 1% of the employee's Compensation. The non-elective base contribution that is to be made for any eligible employee shall be deposited into the eligible employee's account on a bi-weekly basis.
- B. In addition, employees will be eligible for a Monaca Performance Bonus, which may be paid to the employee as a 401(k) plan contribution, or cash payment via payroll on a quarterly basis, as outlined in Article 14, Section 3.

Section 4. Other Plan Changes.

The 401(k) Plan will be governed by the terms and conditions set forth in applicable plan documents, and such benefit programs may be modified or amended by the plan sponsor from time to time in accordance with the terms of the applicable plan documents. Copies of the full Plan Document and Summary Plan

Descriptions for the Anchor Hocking LLC 401(k) Savings Plan (the "401(k) Plan") that is maintained by the Company shall be provided upon written request to the International Representative and each Local Union President signatory hereto. Any individual questions or disputes concerning any benefit programs will be resolved in accordance with the terms and conditions set forth in the applicable plan documents and will not be subject to the grievance procedures set forth in Article 8 of this Agreement.

The failure of the plan administrator(s) to provide any benefit for which it obligated will not result in any liability to the Company, nor shall such failure be considered a breach by the Company of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve the 401(k) Plan, or their respective Plan Administrators, from any liability they may have to the Company, bargaining unit employees or beneficiaries of bargaining unit employees.

ARTICLE 21
SAFETY AND HEALTH

Section 1. Safety and Health Laws.

The Company will comply with all Federal and State Safety and Health laws and regulations.

Section 2. Safety Team

- A. To further the Company and Union's shared commitment to safety, a Joint Safety Team consisting of both Union members and Company representatives will be established. The duties of the Safety Team shall be to develop and recommend to the Company safe work rules that are equal to or greater than the standards as established by the Occupational Safety and Health Act of 1970 and/or applicable Federal and State laws. Such rules, and other safety rules provided in this Article, are minimum rules and are not intended to imply that the Union objects to the establishment and imposition by the Company of additional or more stringent safety rules the Company may implement to protect the health and safety of all employees. The Safety Team shall meet monthly at a minimum. Safety Team Members will be notified of Safety Team meetings at least seven (7) calendar days in advance of said meeting, except in instances of emergency meetings of the Safety Team.
- B. The Safety Team will work together to advise and make recommendations to the Company of the following:
- a. Safe work practices
 - b. Written safety programs
 - c. Updates to current safety rules, safe work practices, safety training and safety programs.
 - d. Conduct workplace safety inspections and audits
 - e. Investigate accidents
 - f. Safety equipment.
- C. The Safety Team will consist of no fewer than eight (8) members, with four (4) Company representative members and four (4) members appointed by the Union. The four (4) Union appointees shall consist of the Union's Safety Leads, and shall be compensated as such. However, should the Safety Leads fail to adequately comply with or carry out the duties of a Safety Lead, the Company shall notify the Union with support, and the Union shall designate a new Safety Lead.
- D. The Company will take the Safety Team's recommendations under advisement, as operationally and economically feasible and a reasonable attempt shall be taken to implement said recommendations.
- E. The Company will supply the Safety Team with requested safety and health statistics reasonably related to the Safety Team's objectives.
- F. Minutes from each meeting shall be posted on all Company bulletin boards in the plant.
- G. The Company shall provide Union Safety Committee members no less than one (1) hour per month to meet independently.

H. The Company will provide annual safety training to the Safety Team members based on safety priorities.

Section 3. Personal Protective Safety Equipment

The Company shall furnish all personal protective safety equipment. This equipment will include, where necessary, standard safety glasses, earplugs inclement weather gear and safety shoes.

Section 4. Prescription Safety Glasses.

Where employees are compelled to wear safety glasses as a matter of Company policy, the Company will furnish or assume the cost of furnishing basic safety glasses. A standard pair of safety glasses will have a frame, side shields, and the appropriate protective lens. Employees who require or wish to have prescription safety glasses will be reimbursed up to \$150.00 for such safety glasses requiring prescription lenses. The Company will reimburse an employee for a replacement pair of prescription glasses for actively at work employees whose prescription changes, but in no event shall the Company be obligated to replace prescription safety glasses more frequently than once each twelve (12) months of continuous service; provided, however, they will be replaced as necessary if they are damaged during the course of performing his normal duties for the Company.

Section 5. Safety Shoes.

Employees assigned to the Primary Operations Division will be required to wear steel-toed safety shoes (or equivalent) equipped with any other safety apparatus as specified by the Federal Occupational Safety and Health regulations during all working hours. Employees assigned to the Maintenance Department will be required to wear steel-toed safety shoes (or equivalent) which are appropriate for electrical hazards (EH) during all working hours. The Company will directly pay for up to \$150 each per two (2) pairs of safety shoes per contract year in the Primary Operations Division and Maintenance Department and up to \$75 per one (1) pair of safety shoes per contract year for all other departments in the Non-Primary Operations Division which are purchased from vendors approved by the Company. Said safety shoes shall be in compliance with the Company Dress Code. Introductory employees who leave the Company for any reason prior to the expiration of the introductory period may be subject to a payroll deduction in the amount paid for safety shoes by the Company. If an employee should require an additional pair of safety shoes due to wear, such employee shall see the Company Safety Manager for approval, which shall not be unreasonably withheld.

Section 6. Inclement Weather Gear.

Each employee classified as a Mix and Melt, Railcar Unloader, Basement Attendant, Machine Repair Parts Cleaner, Maintenance Mechanic in the Maintenance Department or a Fork Truck Operator, Cycle Counter or Truck Driver in the Shipping Department will be entitled to cold weather gear. The Company shall establish accounts with approved vendors in the amount not to exceed \$150.00 annually per designated employee to supply cold weather/ inclement gear.

In situations where prolonged exposure to inclement weather is expected, appropriate gear will be provided by the Company. The Safety Team shall review and update recommendations for applicable individuals and departments. The inclement weather gear will include: long johns, insulated socks, jackets, hat liners, and/or coveralls as needed.

Section 7. Gloves.

The Company will provide proper heavy-duty gloves (twenty-six [26] ounces or equivalent substitute) upon request of the employee to employees working in the Primary Operations Division and will provide replacement, or additional, gloves when needed. All other employees will be supplied with suitable gloves as required.

Section 8. Employee Tools.

- A. An employee who is required to provide his own tools which are maintained on Company property will be reimbursed by the Company with the same brand of tool, if possible, on the following basis:
 - 1. Should the Tool be damaged while being used on the job, stolen from a locked locker, or destroyed due to fire or water damage, at one hundred percent (100%) of the replacement value.
 - 2. Should the tool be lost by theft other than as provided for by item 1 above, at fifty percent (50%) of the replacement value.
- B. The Company agrees to supply suitable tool cabinets for the Operators and Set-Up Persons. At the Company's sole discretion, a retiring long-term employee may take his tool cabinet upon retirement.

Section 9. On-the-Job Injury.

An employee who is injured while on duty and who is sent home as a result thereof, by the Company doctor, nurse, or authorized Company representative, will be paid at his base hourly rate for scheduled working time lost on the day the injury occurs up to a maximum of eight (8) hours.

Section 10. Medical Examinations.

In the event the Company requires a medical examination due to work-related injury or to determine fitness for duty as a result of said work related injury of any employee covered by this Contract, the Company will pay for such examination. Employees required to be tested for Substance or Alcohol Abuse will be paid at their base rate for the time required for testing.

Subject to applicable laws and statutes, and to ensure the safety of all employees, the Company may require a medical examination to determine risk factors and ability to work or accommodations. This is needed to ensure the safety of all employees when no work injury has occurred. Such conditions could be a non-work injury, or a non-injury medical condition that would inhibit an employee's ability to safely perform the functions of his job. The Company will pay for such physical examination.

Section 11. Alcohol and Drug Free Workplace

- A. Company reserves the right to conduct random drug testing of bargaining unit employees as part of its exclusive rights under the Company's Drug and Alcohol Policy. Limits and testing procedures will follow U.S. Department of Transportation guidelines.
- B. The Parties agree that the Company has the right to maintain the current Alcohol and Drug Free Workplace Policy and to modify the Policy in the future, provided, however, that prior to modifying the Alcohol and Drug Free Workplace Policy solely as it relates to random drug testing for any reason other than compliance with current law, the Company agrees to bargain with the Union over such modification to random drug testing.

ARTICLE 22
SEVERANCE PAY

If the Company elects to permanently close a plant or department, the Company will negotiate severance pay for terminated employees with the International and Local Union.

ARTICLE 23
UNION LABEL

The official Union label shall appear on all cartons, cases, containers or ware if the customer requests.

ARTICLE 24
DURATION

Section 1.

This Contract will remain in full force and effect through September 30, 2020 and, thereafter, for successive periods of one (1) year each, unless written notice of termination or desired modification is given at least sixty (60) days prior to the expiration date, or any renewal or extension thereof, by either of the parties hereto.

Section 2.

In the event such notice is given, it will be sent by certified mail to the Company or the Union as the case may be. If negotiations are not completed prior to the expiration date, this Contract will terminate absolutely and completely unless extended by mutual written agreement of the parties.

ARTICLE 25
SUBCONTRACTING

During the 2017 negotiations, the Union has expressed concern over the matter of contracting out work and the effect it has on the bargaining unit. Sharing the Union's concern, the Company agrees that preference shall be given to Production and Maintenance employees rather than contracting out where practicable, taking into consideration the economic desirability of contracting out, the availability of employee skills and abilities, the availability of materials, equipment, and technology, the ability of employees to perform the work in the timeframe desired by the Company, and the Company's continued desire to operate any particular business segment, division, line, or operation. Except during a tank rebuild and otherwise described herein, no sub-contractors will be permitted to perform work in the plant when any maintenance or primary operation qualified bargaining unit employees are on lay-off or unavailable.

ARTICLE 26

JOB CLASSIFICATIONS, WORK ASSIGNMENTS AND TRAINING

Section 1. Job Classifications

- A. The job classifications and their corresponding labor grade assignments are listed in Appendix C attached hereto, and subject to the procedures in Section 2 of this Article for new and/or permanent job modifications. The duties listed in the classifications indicated on Appendix C are not all-inclusive and only serve as a general guide of the classification. Other duties shall be performed as assigned. All classification duties shall include continuous improvement activities as scheduled by the Company.
- B. The lines of progression in each department are listed in Appendix D attached hereto.
- C. Qualification for each position may be demonstrated through written and/or on-the-job training, as indicated on Appendix C. Licensing may be required where indicated on Appendix C. Progression through Apprenticeship level may be required where indicated on Appendix D.

Section 2. New/Changed Job Classifications.

When the Company establishes a new job or substantially and permanently changes the job content outlined on Appendix C of an existing job to the extent that a change in classification results, the following procedure is applied:

- A. The Company shall not discuss with individual Union members prior to talking with the Union committee about the job class or rate.
- B. The Company will prepare a job description which will be explained to the Union for clarification.
- C. The Company will evaluate the job and determine the appropriate wage rate that bears a fair relationship with compatible jobs.
- D. The wage rate designated by the Company shall be fully explained to and discussed with the Joint Job Evaluation Committee, within thirty (30) days of such request if possible, with the objective of obtaining their agreement to the installation of the proposed wage rate.
- E. The Joint Job Evaluation Committee shall consist of at least three (3) members of Company representatives and at least (3) members appointed by the Union, and shall be established via charter within sixty (60) days of the ratification of this Agreement.
- F. If agreement is reached, the wage rate shall be installed. If agreement is not reached, the parties may submit to Federal Mediator for resolution. If mediation is unsuccessful, the Union may grieve the Company's instituted wage rate per the procedures outlined in Article 8 (Grievance Procedure) at Step 3 of the grievance procedure. When a grievance is filed requesting a reevaluation said reevaluation is performed and there is an upgrade of the job, all hours worked by the employees in such classification will be adjusted for all hours worked from the time that the grievance is filed.

Section 3. Team Concept

The Company and Union are committed to improving plant performance to a high performing and sustainable facility. The Company may assign employees to perform minor and incidental tasks to assist in performing an assignment or to assist another trade/craft employee. None of this section should be construed to expand an employee's job duties or to be more than minor or incidental work. Such tasks will not occur daily and will not expand any current job classification. In such instance of minor and incidental task assignments, employees will remain classified in their labor grade/trade/craft as outlined in Appendix C. Trade/craft employees will also assist each other within their own trade/craft, as assigned, to foster a productive work environment.

Section 4. Training

- A. The parties recognize that advanced and continuous improvement training is the key to a high-performance facility. The Company has the right to implement efficiency and productivity improvements which include but are not limited to additional training to continue to improve within an employee's job classification. The Union realizes that a more efficient and productive workforce creates job security, advancement opportunity and a high-performance facility. The team training concept expects all employees to participate and engage in the performance of minor tasks as well as with major projects in order to assist your Union sisters and brothers and Company when possible. This team concept includes all employees at all Labor Grades. This section is intended to reflect that the parties are committed to fostering an environment of opportunity that encourages employee development, teamwork, training and rapid continuous improvement.
- B. Maintenance Mechanics will be offered training to qualified employees who express their interest on new or existing processes and equipment. Insofar as practical and when possible, such training will be offered by seniority.

Section 5. Apprentice Program.

- A. The Company and the Union agree that apprenticeship programs and/or on-the-job training programs for trade, craft, and assigned maintenance jobs shall be established where it is practicable to do so. Trainees will be employed where there is an identifiable and foreseeable need. Apprenticeship programs which may be established shall be in conformity with the Federal and/or State Apprenticeship Standards. Upon request, representatives of the Company and the Union will meet to negotiate, collaborate, and modify only the details regarding such programs.
- B. Training programs may vary and, therefore, should be established and maintained in accordance with the established guidelines and plant needs and work requirements. Each such training program must contain an equal employment opportunity statement which insures that initial hire into the pool of present employees, and the selection of trainees from the pool, shall be made on a completely nondiscriminatory basis. Training programs should provide that trainee vacancies will be filled consistent with present seniority practices. Any tests or examination procedures utilized in determining eligibility for apprentice vacancies should be directly related to the duty and performance requirements of the particular job involved. Proposed training programs should be reviewed with the appropriate representatives of the Federal and/or State Apprentice and Training Bureaus for possible approval and/or registration and sent to the designated representatives of the Company and the International Union for review prior to implementation.
- C. Notwithstanding the fact that a training program may be in effect, the Company will continue to fill Trade, Craft, or Assigned Maintenance jobs from the inside if qualified employees are available. Before hiring

from the outside, an applicable apprentice bid shall be posted and bidders will be tested to determine the qualifications of bidders. Outside applicants shall also be tested to determine their qualifications.

- D. The Company may post "temporary" bids for all Apprentice positions provided that the "temporary" position will exist for the entirety of the apprenticeship program and that during the apprenticeship program the bid holder will continue to retain seniority in the bid holder's home department. The bid holder will participate in the offer and forcing of overtime in the department in which the employee is currently working.
- E. Notwithstanding Article 9, Section 7, Subsection C. in situations involving bids for a labor grade 9 or higher position in the Automatic Machines Department, the employee's seniority date will be the date the employee became continuously assigned on a permanent basis to a labor grade 9 or higher position in the Automatic Machines Department, except as provided within the Apprenticeship Program.

Section 6. Leads.

- A. When assigning a Lead position, the Company shall first notify the Local Union President in writing of its intention to post a Lead position, including the Lead job description and required qualifications. Second, the Company shall post an interest sheet for the Lead position including job description and required qualifications. Third, the Company shall assign the position to the most senior employee who meets the posted qualifications.

Required qualifications shall include but are not limited to skill, ability, and leadership capability.

- B. In the Hot End, there will be a Lead present during each shift.

Section 7. Department Specific Staffing Requirements

- A. Maintenance Department.

Maintenance Department and Machine Repair employees may coordinate to install and place all forming machines and burn-off machines. Any joggng or fine-adjusting in positioning machines, if necessary, will be performed by Machine Repair Department employees. It is further the responsibility of Machine Repair Department employees to disconnect and position forming machines, burn-off machines, glazers and conveyors for their removal, but said removal will be performed by Maintenance Department employees.

- B. Automatic Machines Department.

- 1. In the Automatic Machines Department, every crew will be assigned a Production Lead.
- 2. Additional Set-Up Persons: In a four (4) shop or more operation, the lead Set-Up persons will be in addition to the two (2) Set-Up persons. In a three (3) shop or fewer operation, the lead Set-Up person will be in addition to the one (1) Set-Up person.
- 3. Feeder Watch. In order to assure that no single employee is subject to undue safety risk during Feeder Watch, said Feeder Watch shall be comprised of two (2) individuals and assigned on an offer down basis to the qualified personnel on the shift following the A, B, C, D schedule.

- C. Mould Making Work.

- 1. The following work will be classed as mould making and Journeymen Mould Makers or Apprentices will be engaged to perform this class of work: planning (plane), joining, pinning, venting, letter cutting, filing, scraping in the construction of new cast figured moulds, turning and chipping of moulds,

and keeping same in repair, also drilling neck rings, plungers, blanks, and mould and making or turning of funnels, baffles, neck rings, and blanks, plungers, blow heads, master forms, welding of mould-related equipment, and the making of blank and plunger profiles and gauges.

2. The making of fixtures, gauges, fitters, snaps, formers, and keeping of same in repair, may be done by labor drawn from any source.

Section 8. Tank Rebuild

The Company may elect to staff Tank Rebuild projects with bargaining unit employees. The parties will engage in bargaining to provide for the terms and conditions of supplying labor as in the past. If the Company so elects, tank rebuild work will be offered: First, to employees in Local Union 36 by seniority, Second, to other bargaining unit employees on a plant-wide basis by seniority. No bargaining unit employees will be forced to work a tank rebuild.

ARTICLE 27
SUCCESSORSHIP

Section 1.

The Company agrees that it will not consummate any transaction resulting in a Change of Control of the Company, nor will it sell, convey, assign or otherwise transfer, using any form of transaction, any plant or significant part thereof covered by this Agreement (any of the foregoing, a Sale) to any other party (Buyer), unless the following conditions have been satisfied prior to the closing date of the Sale:

- A. The Buyer shall have entered into an Agreement with the USW recognizing it as the bargaining representative for the Employees working at the plant(s) to be sold; and
- B. Either (i) the Buyer shall have assumed the Agreement or (ii) the Buyer shall have entered into an agreement with the USW establishing the terms and conditions of employment to be effective as of the closing of the Sale.

Section 2.

Change of Control is defined as the purchase or acquisition by any person or entity of securities that constitute or are exchangeable for a majority of the common equity or voting securities of the Company; or, in the case of a merger, in which holders of the Company's equity prior to the merger hold less than fifty percent (50%) of the common equity and voting shares of the succeeding entity.

Section 3.

This Article shall not apply to (i) any transactions solely between the Company and any of its Affiliates or (ii) a public offering of registered securities.

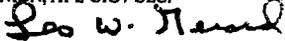
Signed the year and date first written by the duly authorized representatives of the parties.

DATED and EXECUTED on the 22 day of December, 2017.

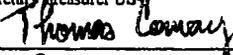
For ANCHOR HOCKING LLC:


James E. Miller Senior Manager, Human Resources

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

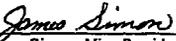

Leo W. Gerard
International President USW

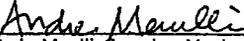

Stan Johnson
Secretary Treasurer USW


Thomas Conway
Vice President of Administration USW

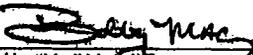
For LOCAL UNION 36:


Dan Carlin, President

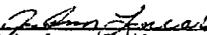

James Simon, Vice President


Andre Merulli, Committee Member

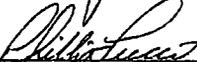

Fred Redmond
Vice President of Human Affairs USW

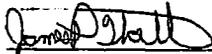

Bobby "Mac" McAviffe
Director District 10 USW

For LOCAL UNION NO. 512T:


JoAnn Loncar, President


Edward J. Chirico, Committee Member


Phillip Lucci, Committee Member


James P. Watt
USW Staff Representative

APPENDIX A
WAGE SCHEDULE

	Effective October 1, 2017	
	New Hire Rate	After 2 Years
LG1	\$13.92	\$14.92
LG2	\$14.17	\$15.17
LG3	\$14.46	\$15.46
LG4	\$14.77	\$15.77
LG5	\$16.14	\$16.14
LG6	\$16.56	\$16.56
LG7	\$17.05	\$17.05
LG8	\$17.78	\$17.78
LG9	\$20.80	\$20.80
LG10	\$21.59	\$21.59
LG11	\$22.41	\$22.41
LG12	\$23.07	\$23.07
LG13	\$25.51	\$25.51

	Effective October 1, 2018	
	New Hire Rate	After 2 Years
LG1	\$14.22	\$15.22
LG2	\$14.47	\$15.47
LG3	\$14.76	\$15.76
LG4	\$15.07	\$16.07
LG5	\$16.44	\$16.44
LG6	\$16.86	\$16.86
LG7	\$17.35	\$17.35
LG8	\$18.08	\$18.08
LG9	\$21.10	\$21.10
LG10	\$21.89	\$21.89
LG11	\$22.71	\$22.71
LG12	\$23.37	\$23.37
LG13	\$25.81	\$25.81

	Effective October 1, 2019	
	New Hire Rate	After 2 Years
LG1	\$14.57	\$15.57
LG2	\$14.82	\$15.82
LG3	\$15.11	\$16.11
LG4	\$15.42	\$16.42
LG5	\$16.79	\$16.79
LG6	\$17.21	\$17.21
LG7	\$17.70	\$17.70
LG8	\$18.43	\$18.43
LG9	\$21.45	\$21.45
LG10	\$22.24	\$22.24
LG11	\$23.06	\$23.06
LG12	\$23.72	\$23.72
LG13	26.16	\$26.16

APPENDIX B

APPRENTICESHIP PROGRESSION SCHEDULE

The Progression Schedules for Apprentices in the Journeyman Craft classifications of Operator, Machine Repair Person, Feeder Mechanic, Maintenance Mechanic, Machinist, and Mould Maker are listed below. The length of apprenticeship is determined by the individual Apprenticeship Program for the specific craft. Hours listed on the schedule refer to credited hours which shall be reviewed and approved by the Apprenticeship Committee as successfully completed.

Percentage of Journeyman Base Hourly Rate		
HOURS REQUIRED	1) Machine Operator Only	1)Mould Maker 2)Maintenance 3)Machinist
	<i>24-Month Program</i>	<i>48-Month Program</i>
1 st 1,040 hours	80%	80%
2 nd 1,040 hours	85%	82.5%
3 rd 1,040 hours	90%	85%
4 th 1,040 hours	95%	87.5%
Completion	100%	
An additional 4160 hours required for Machine Repair, and Feeder Mechanic Upon completion of Operator Apprenticeship		
HOURS REQUIRED	Feeder Mechanic and Machine Repair Mechanic	Continu ed from above
5 th 1,040 hours	92%	90%
6 th 1,040 hours	94%	92.5%
7 th 1,040 hours	96%	95%
8 th 1,040 hours	98%	97.5%
Completion	100%	100%
Mould Maker and Maintenance Apprenticeships are Four Year Programs		

APPENDIX C

JOB CLASSIFICATIONS

<i>Labor Grade</i>	<i>Job Classification</i>	<i>Skills / Duties Required</i>
1	Cold End – General Laborer	Assemble and supply complete cartons for packing operations; perform packing operations; seal and palletize cartons and/or trayed ware. Load ware on lehrs; wash and wipe ware as needed. Pack ware in cartons. Operate taper; hand tape as needed; bundle taped cartons.
2	Forming Department Laborer	Sweep department and perform miscellaneous work.
** 3	Cold End Operations Floor Person	Stack and stencil cartons; truck ware boards, skids and pallets; haul cullet; service lehrs and packers; operate fork truck as needed. Record production information on reports/terminal; stack and stencil cartons; truck ware boards, skids and pallets; haul cullet; service lehrs and packers; set-up packing stations; service spray machines as required; operate fork truck as needed.
**	Maintenance Labor	General labor work; operation of fork truck; truck driving and painting duties.
	Cold End Operations Operator	Sort ware at the lehrs, light box, or other locations as needed; visually inspect for all cosmetic and critical defects, gauge and/or pack as required.
	Bulk Palletizer Attendant	Attend bulk palletizer load supplies to machine. Attend automatic strapping unit. Attend carton erector when bulk palletizer not in operation. Band pallets with automatic or manual gun.
4	Miscellaneous Help	Take ware out of moulds; carry ware to lehr; load burn-off machine; transfer rings from blow mould to blank mould.
	Cold End Operations Quench Processor	Operate speed fan machines, saws, drills, inspect, gauge and pack ware as required Assist in set-up or changeover of machines as assigned. Unload ware from lehr, place on Quench machine and reload ware onto final lehr; provide relief to other jobs required/assigned.
**	Shipping Fork Truck Operator	Operate fork trucks to load ware for shipment; transport items from production to ware house as required and within department; document items loaded for shipment as required.

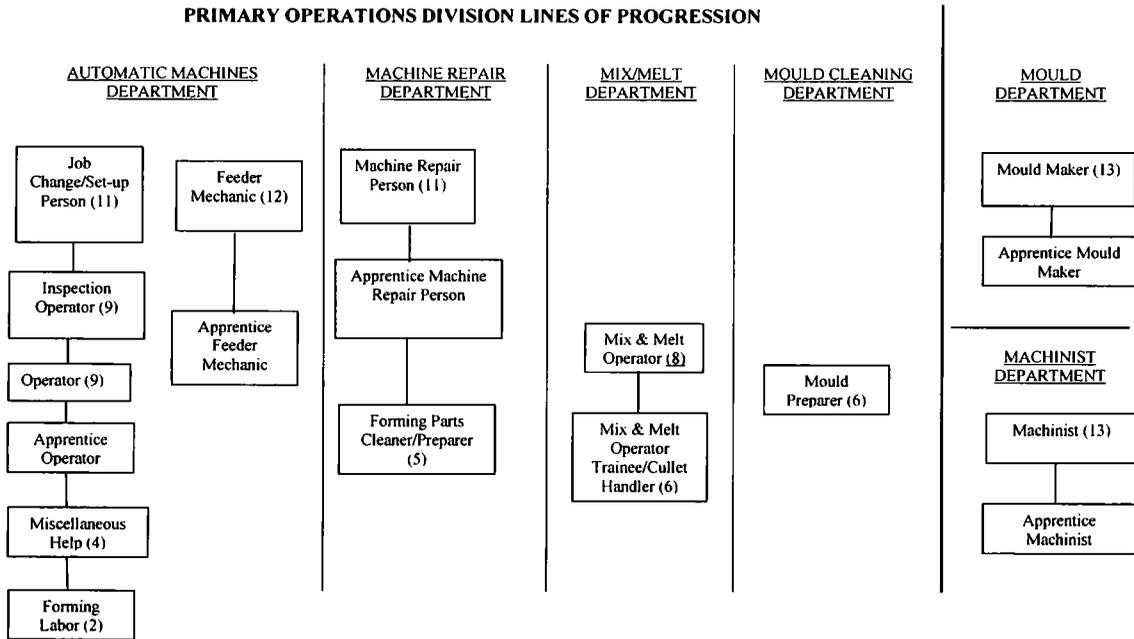
<i>Labor Grade</i>	<i>Job Classification</i>	<i>Skills : Duties Required</i>
** 5	Line Coordinator	Control components ordered/delivered for all stations, return materials upon job completions, and operate label machine.
	Forming Parts Cleaner and Preparer	Clean and prepare job change parts for all machines, control parts inventory, operate parts and machine cleaning equipment.
6	Mould Preparer	Prepare all moulds and mould equipment for production, including cleaning, pasting, polishing and transportation.
**	Cullet Handler	Perform any work required in the Mix & Melt Department as assigned; assist and learn Operator assignments.
**	Process Auditor	Record and report information to shift supervisor and communicate information to primary and finishing operations regarding issues, defects, and quality requirements. Audit ware on a regular basis. Ensure selecting is to quality standards. Make discard/pack decisions and communicate to all affected areas.
**	Material Control Clerk	Accurately record pieces produced and travel ticket inventories in the finishing operations processes; key and post production; inventory and track ware and materials; communicate all aspects of production counts.
** 7	Cold End Operations Set-Up Person	Setup spray machines. Obtain and mix colors. Setup and maintain quench, speed fan equipment, drills, and saws. Setup abrasive blast line. Setup and monitor lehrs. Adjust lehr burners as required. Repair stencils, spray guns, fixtures, and masks. Assist in operation of machines as needed. Perform floor person duties as required.
	Cold End Production Support	Regular inspection, maintenance and trouble-shooting on production equipment to ensure use in a safe, efficient and productive manner. Conduct regular training of workers in trouble-shooting, use and operation of production equipment. Full job description with HR department.
	Canning Line Operator	Ensure clean and consistent operation of the capping line and all its functions; review photo eye inspection equipment; maintain adequate stock of materials needed for canning line machine; oversee all duties of the capping line operation assuring maximum uptime and quality production.
** 8	Mix/Melt Operator	Operate tank, unload trucks and rail cars, mix batch material.
**	Shipping Truck Driver	Operate yard truck, moving trailers within plant and between main plant and outside warehouse.

<i>Labor Grade</i>	<i>Job Classification</i>	<i>Skills / Duties Required</i>
*** 9	Operator	Operate machines.
**	Inspection Operator	Efficiently setup and operate Hot-Lab machine to support shift operations, measure blank temperatures, generate records and assist operators.
*** 11	Set-Up Person	Set-up machines for operation; repair machines as required; assist operators.
***	Machine Repair Person	Repair machines as required; adjust set-up, and repair automatic handling equipment as required.
***	Job Change Person	Complete job changes as required.
*** 12	Maintenance Mechanic	Responsible for general plant maintenance including but not limited to the installation and removal of equipment, servicing utilities, repairs to electrical/electronic equipment and set-up/repair of selected mechanisms.
***	Feeder Mechanic	Set up and maintain all feeder equipment.
*** 13	Mould Maker	Build and repair moulds.
***	Machinist	General equipment repairs (experienced).

- ** Qualification for position must be demonstrated through written and/or on-the-job testing. Licensing may be required.
- *** Qualification for position must be demonstrated through written and/or on-the-job testing. Progression through "trainee" level required.

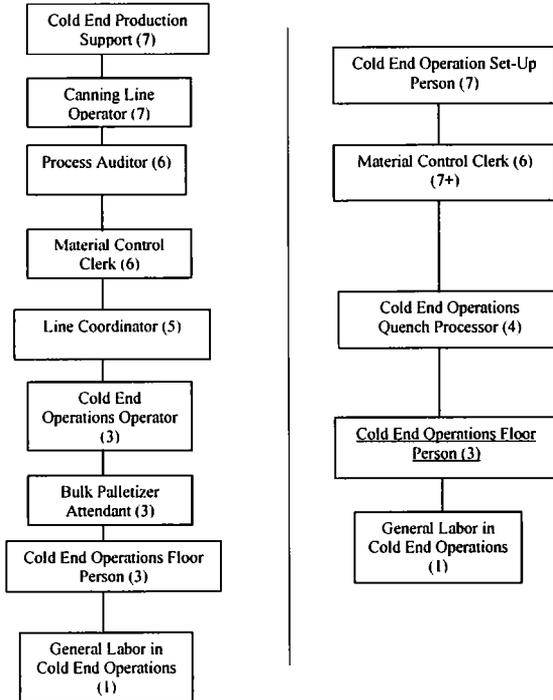
APPENDIX D

PRIMARY OPERATIONS DIVISION LINES OF PROGRESSION

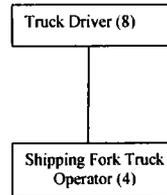


NON-PRIMARY OPERATIONS DIVISION LINES OF PROGRESSION

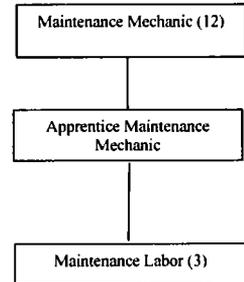
COLD END OPERATIONS DEPARTMENT



SHIPPING DEPARTMENT



MAINTENANCE



APPENDIX E

DEPARTMENTAL OVERTIME SCHEDULING PROCEDURES

Section 1. Cold End Operations Department.

- A. Offer by department seniority to qualified employees within the department based upon the voluntary sign-up list for weekly scheduled overtime.
- B. Offer by divisional seniority to qualified employees within the division based upon the voluntary sign-up list for weekly scheduled overtime.
- C. Offer by plant seniority to qualified employees outside the division based upon the voluntary sign-up list for weekly scheduled overtime.
- D. Offer by department seniority to qualified employees from the prior shift.
- E. Offer by department seniority to qualified employees within the department based upon the voluntary sign-up list for daily overtime.
- F. Force-up by department seniority to qualified employees from the prior shift.
- G. Insofar as practical, the Company will endeavor to reduce short-shifting and forced overtime.
- H. Temporary bidders from outside the department will be included in both offered and forced overtime on the basis of zero department seniority.
- I.
 - 1. Employees will not be forced to work their regularly scheduled days off according to the regular A, B, C, D, 5-2 and Monday through Friday schedules. The regularly scheduled days off means the shifts that start four (4) hours or more after the end of an employee's last regularly scheduled shift of work.
 - 2. Employees on a supplemental schedule will not be scheduled and required to work more than five (5) days during the workweek. This shall not prevent an employee from being forced to work the shift after the employee's scheduled shift of work on any day.
- K. No employee will be forced for more than four (4) hours before or after the employee's regular shift of work except an employee may volunteer for eight (8) hours.

Section 2. Shipping Department

- A. Offer by department seniority to qualified employees within the department.
- B. Offer by division seniority to qualified employees within the division.
- C. Force-up by department seniority to qualified employees from within the employee's department.
- D. Force-up by division seniority to qualified employees within the division.
- E. Insofar as practical, the Company will endeavor to reduce short-shifting and forced overtime.

- F. Temporary bidders from outside the department will be included in both offered and forced overtime on the basis of zero department seniority.
- G. Employees will not be forced to work their regularly scheduled days off according to the regular A, B, C, D, 5-2 and Monday through Friday schedules. The regularly scheduled days off means the shifts that start four (4) hours or more after the end of an employee's last regularly scheduled shift of work.

Section 3. Maintenance Department.

- A. Offer by department seniority within the classification, provided the skill and ability required to perform the overtime are relatively equal among the classified employees.
- B. Force-up basis by department seniority to qualified employees.
- C. If an unscheduled overtime assignment is estimated to be two (2) hours or less duration, the employee(s) performing the work during the normal shift will be entitled to the overtime assignment.
- D. If an unscheduled overtime assignment is estimated to be of more than four (4) hours duration and if skill and ability required to perform the overtime assignment are relatively equal among the classified employees, said overtime will be offered in department seniority order to the classified employees and the most junior classified employee(s) must accept the overtime assignment.

Section 4. Automatic Machines Department.

- A. Local #36 overtime will be offered to their members of overtime assignments in Labor Grade 9 and above. Former Local #544 overtime will be offered to their members for overtime assignments in Labor Grade #8 and below by the following procedures:
 - 1. Offer by department seniority to qualified employees from the prior shift.
 - 2. Offer by department seniority to qualified employees within the department on the off shifts.
 - 3. Offer to qualified employees from Local 36 and former Local 544 from within the department.
 - 4. Offer by division seniority to qualified employees from within the division.
- B.
 - 1. Overtime on a forced-up basis by department seniority to qualified employees within Local Union 36 and former Local Union 544 from the prior shift provided, however, no employee will be forced to work overtime two (2) consecutive days.
 - 2. An employee who volunteers to work overtime on a regular scheduled workday will not be forced to work overtime the next day, provided that there are other available qualified employees to be forced to work that day.

Section 5. Machine Repair Department.

- A. Offer by department seniority to classified employees from the prior shift.
- B. Offer by department seniority to classified employees.
- C. Force-up basis by department seniority to classified employees from the prior shift.

Section 6. Machine Shop Department.

- A. See overtime procedures listed in Article 16, Section 3.

Section 7. Mix/Melt Department.

- A. Offer by department seniority to qualified employees within the department.
- B. In the event an employee is not relieved at the end of his shift, he will remain on an overtime basis until relieved by an employee on the incoming shift or by supervision.

Section 8. Mould Department.

- A. As provided for by the provisions of Article 16, Overtime and Premium Pay, Section 3 of the Contract, the Company, with the cooperation of the Union, will make a reasonable attempt to divide overtime equally among those employees qualified to perform the work, except for work on Labor Day, which will be staffed in accordance with the provisions of Article 16, Section 3, Paragraph A.
- B. The shift starting times for the first (1st) shift, in order to provide additional hours of coverage by mould makers, will be staggered and senior employees will have their preference as to starting times in accordance with the Company's staffing requirements for each starting time.
- C. If conditions warrant the need for coverage on any additional shifts, employees having the least department seniority will be required to work the shift needed on a steady basis. If the Company decides to hire additional employees to suit their needs in the department, then the new employees will be required to work the additional shifts.

Section 9. Mould Cleaning Department.

- A. Offer by department seniority to qualified employees from the prior shift.
- B. Offer by department seniority to qualified employees within the department from the off-shifts.
- C. Force-up by department seniority to qualified employees from the prior shift.
- D. For weekend overtime for regular daylight employees, offer to qualified daylight employees by department seniority, then offer to qualified shift employees by department seniority and then force up by department seniority to qualified daylight employees.

APPENDIX F

MONACA PERFORMANCE BONUS

Key Area	Definition	Payout Calculation
Safety	Employee engagement and commitment to Safety. Individual attendance on all trainings and huddles; individual compliance with PPE requirements (no PPE violations).	\$75 paid per quarter
Quality	Defects Per Million – Target for facility set annually.	\$25 paid per quarter
Customer Service	Service levels for “complete” and “on time” orders – Target for facility set annually.	\$25 paid per quarter
Rapid Continuous Improvement (RCI)	Employee engagement and commitment to improving the Monaca facility and operations via: <ul style="list-style-type: none">- Implementation of Daily Visual Management and KPI Review in each department to identify gaps in performance for continuous improvement.- Continuous improvement;- Individual attendance and active participation on Kaizen, Super Kaizen, and Problem Solving RCI events as scheduled. teams and RCI events when available. Participation in team “huddles” and, as applicable, use of visual management tools.	\$25 paid per quarter

2018

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2019

JANUARY

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APRIL

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JULY

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AUGUST

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

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

NOVEMBER

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

DECEMBER

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

2020

JANUARY

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

FEBRUARY

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

MARCH

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

APRIL

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

MAY

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

JUNE

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

JULY

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

AUGUST

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

SEPTEMBER

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

OCTOBER

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

NOVEMBER

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

DECEMBER

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