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Title: **Anchor Hocking Glass Company and American Flint Glass Workers Union, AFL-CIO Locals 73, 25, 60, 144, 540, 561, 575, 576, 577, and 578 (2000)**

K#: **2303**

Employer Name: **Anchor Hocking Glass Company**

Location: **OH Lancaster**

Union: **American Flint Glass Workers Union, AFL-CIO**

Local: **73, 25, 60, 144, 540, 561, 575, 576, 577, and 578**

SIC: **3229**

NAICS: **327212**

Sector: **P**

Number of Workers: **1100**

Effective Date: **10/01/00**

Expiration Date: **09/30/05**

Number of Pages: **98**

Other Years Available: **Y**

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2303

**UNION SHOP CONTRACT**

**Governing**

**LOCAL 73**

**THE MOLD MAKING DEPARTMENT**

**Between**

**ANCHOR HOCKING GLASS  
COMPANY**

**LANCASTER, OHIO**

**And**

**AMERICAN FLINT GLASS  
WORKERS UNION  
AFL-CIO**

**Effective October 1, 2000  
Through September 30, 2005**



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## AGREEMENT

A. THIS AGREEMENT, entered into this 3rd day of October, 2000, by and between the Anchor Hocking Glass Company, West 5th Avenue, Lancaster, Ohio, a subsidiary of Newell Companies, Inc. (hereinafter designated as "the Company"), and the American Flint Glass Workers Union, AFL-CIO, Local No. 73 (hereinafter designated as "the Union"), is hereby approved and accepted by the Company and the Union, and is a Union Shop Contract through which the Company recognizes the Union as the sole collective bargaining agent for all employees set forth in Article I of this Agreement, in accordance with existing Federal and State statutes.

B. The parties acknowledge that during the negotiations which resulted in this Agreement 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 Agreement, neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement and, except for the specific provisions of this Agreement, there are no other agreements between the parties either express or implied. Any previous Local Supplemental Agreements, Shop Agreements, or other verbal or written agreements not included as part of this Agreement are hereby null and void. Finally, it is understood and agreed that this Agreement 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 hereto by their duly authorized representatives.

**Article 1**  
**UNION RECOGNITION**

**Section 1.** The Union hereby represents to the Company that its officers and representatives who signed this Agreement in its name have been granted the authority to make this Agreement in behalf of the American Flint Glass Workers Union and its Local No. 78 consisting of employees at the Company's Lancaster, OH, Plant defined in Section 2 of this Article.

**Section 2.** The Union is hereby recognized as the sole and exclusive bargaining agent for all hourly rated Mold Makers and Mold Making Apprentices.

**Section 3.** The Union accepts the responsibility imposed upon it as the exclusive bargaining agent of the employees and hereby pledges to cooperate with the Management to assure the performance of a fair day's work on the part of its members, and to assist Management in the introduction of new and more efficient methods of production.

**Section 4.** The Union recognizes that the Company's policy of expansion of production and cost reduction through mechanical development and improvement and Mold Making Department rearrangement is of vital importance to both the Company and its employees; therefore, the Union agrees to cooperate in the introduction or installation of new processes, machinery, and changes in or new methods of operation.

**Article 2**  
**UNION SHOP**

**Section 1.** It is a condition of employment that all employees engaged in the performance of work covered

by this Agreement shall, on the thirty first (31st) day following the effective date hereof, or the date it is signed, whichever is the later, become and remain members of the Union in good standing during the life of this Agreement. Nothing herein shall be construed as requiring the Union to admit any employee to membership who is ineligible for Union membership or to issue a Journeyman Mold Maker card to any employee who has not completed his apprenticeship. The provisions of this Article shall be administered in accordance with Section 8(a)(3) of the National Labor Relations Act and other applicable Federal and State laws.

**Section 2.** The Union, when notifying the Company that an employee is not in good standing in the Union, shall do so in writing and state the reason therefor. If the reason is the failure to tender the regular initiation fees and/or membership dues required by the Union, the employer, if requested by the Union, shall discharge such employee within one (1) week, unless he is reinstated in the Union within that time or otherwise entitled to employment under the provisions of existing State or Federal laws.

**Section 3.** The first forty-five (45) days of actual work after employment will be probationary; however, the provisions of this Agreement, unless specifically provided to the contrary elsewhere in this Agreement, will apply to new employees with regard to all matters, except that the discharge of a new employee unsatisfactory to the Company during his probationary period shall not be a matter for grievance. An employee who successfully completes his probationary period will be given seniority dates in accordance with Article 7, Section 1, Paragraphs A.1. and A.2.

**Section 4. A.** The Company shall check-off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct such dues in the amounts certified to the Company by the Secretary-Treasurer of the National Union and once each pay period send to the National Union and to the Local Union their respective shares as certified by the Secretary Treasurer of the National Union, and will supply the National Secretary-Treasurer of the Union and the Financial Secretary of the Local Union a list of all members who have had their dues deducted in the regular dues deduction period.

The National Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

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

### **Article 3**

#### **STRIKES OR LOCKOUTS**

**Section 1.** There shall be no strike, sympathetic or otherwise, walkout, or work stoppage by the Union or its members and there shall be no lockout by the Company during the term of this Agreement.

### **Article 4**

#### **DURATION**

**Section 1.** This Agreement shall become effective at 12:00 a.m. on October 1, 2000, and shall remain in full force and effect up to and including 11:59 p.m. on September 30, 2005. Thereafter, it shall renew itself

for successive periods of one (1) year each unless written notice is given by either party to the other not less than sixty (60) days, but not more than ninety (90) days, prior to the expiration date, or any renewal or extension thereof, that it desires to terminate or amend this Agreement.

**Section 2.** In the event such notice is given, it shall be sent by certified mail to the Company or the Union, as the case may be, and the parties shall begin negotiations at least thirty-five (35) days prior to the expiration date, or any renewal or extension thereof. If negotiations are not completed prior to the expiration date, this Agreement shall terminate absolutely and completely unless extended by mutual written agreement of the parties.

## **Article 5 WAGES**

**Section 1. Wage Rates.** During the term of this Agreement, the base hourly negotiated wage rates for all employees covered by this Agreement shall be as listed below.

Effective October 1, 2000, all base hourly wage rates shall be increased by forty-five (\$0.45) which is included in the wage rates effective October 1, 2000, in the below-listed wage schedule.

Effective October 1, 2000, all Journeymen Mold Makers shall receive a one dollar (\$1.00) skill additive which is included in the wage rates effective October 1, 2000, in the below-listed wage schedule.

Effective October 1, 2001, all base hourly wage rates shall be increased by forty-five (\$0.45) which is included in the wage rates effective October 1, 2001, in the below-listed wage schedule.

Effective October 1, 2002, all base hourly wage rates shall be increased by fifty-five (\$0.55) which is included in the wage rates effective October 1, 2002, in the below listed wage schedule.

Effective October 1, 2003, all base hourly wage rates shall be increased by forty-five (\$0.45) which is included in the wage rates effective October 1, 2003, in the below-listed wage schedule.

Effective October 1, 2004, all base hourly wage rates shall be increased by fifty-six (\$0.56) which is included in the wage rates effective October 1, 2004, in the below listed wage schedule.

**Wage Schedule**  
**October 1, 2000 through September 30, 2005**

Classification	Wage Rates				
	Effective 10/1/00	Effective 10/1/01	Effective 10/1/02	Effective 10/1/03	Effective 10/01/04
Mold Maker	\$17.66	\$18.11	\$18.66	\$19.11	\$19.67
Mold Maker Apprentice					
1st year	\$13.25	\$13.58	\$14.00	\$14.33	\$14.75
2nd year	\$13.51	\$13.85	\$14.27	\$14.62	\$15.05
3rd year	\$13.83	\$14.29	\$14.72	\$15.08	\$15.52
4th year	\$14.27	\$14.53	\$15.08	\$15.44	\$15.89

**Section 2. Relief Foreman.** Employees may be selected by Management to serve as Relief Foreman without regard to seniority, but such employees shall continue to be part of the bargaining unit and shall not be entitled to any super-seniority for layoff or recall purposes. While Relief Foremen do not have the authority to hire, terminate, lay off, or discipline employees, other instructions given by Relief Foreman shall be treated as direct instructions of supervision. Such employees, when actually performing Relief Foreman duties, shall be paid fifty cents (\$.50) per hour more than the prevailing Mold Maker rate for all hours worked. During such hours,

the employees selected to serve as Relief Foreman shall not perform bargaining unit work and shall be utilized on his regularly assigned shift except in case of emergency.

## Article 6

### MANAGEMENT RESPONSIBILITY

**Section 1.** Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of this or any other previous agreement with the Union. The sole and exclusive rights of Management which are not abridged by this Agreement shall include, but are not limited to, the right to: determine the extent of the Mold Making and Mold Repair activities; determine the materials, parts, machinery, equipment, methods and processes to be acquired or utilized as well as the production and quality standards to be adhered to; introduce technological improvements; select the number of employees in the Mold Making Department; assign work to such employees, including multiple work assignments involving more than one machine where the work to be performed lends itself to multiple assignments in accordance with the requirements determined by Management; establish work schedules and starting and quitting times; transfer and promote employees; formulate, revise, and implement plant rules and regulations including the Attendance Improvement Program, publish booklets containing same, and require employees to observe and obey such rules and regulations; and reprimand, demote, suspend, and discharge employees for proper cause.

**Section 2.** The Company shall not use its Management rights and responsibilities to discriminate against any employee for any reason; further, the application of those rights and responsibilities by Management shall not be in conflict with any other provision of this Agreement nor shall any provision of this Article void or supercede any other Section, Article, or Appendix of this Agreement.

**Section 3.** The failure of the Company to exercise any function, power, or right reserved or retained by it, or the exercise of any function, power, or right in a particular manner shall not be deemed a waiver of the right of the Company to exercise such function, power, or right, or to preclude the Company from exercising same in some other manner.

## **Article 7 SENIORITY**

**Section 1. Definitions.** A. Seniority, for the purpose of this Agreement, is defined as follows:

1. Plant Seniority: The length of an employee's unbroken continuous service in the plant from the date of his last employment with the Company.
2. Department Seniority: The length of an employee's unbroken continuous service in the Mold Making Department from the date of his most recent successful bid or permanent assignment to said department.
3. An employee who completes his probationary period shall be given a plant seniority date retroactive to his date of hire and a department seniority date junior to the least senior non-probationary employee in the department.

**Section 2. Reduction of Forces.** A. When a temporary slackness of work occurs due to a temporary reduction in orders, furnace repairs, etc., the employees shall not be laid off work but the work shall be equally divided among the employees competent to perform the work to a minimum of thirty-two (32) hours per week. Temporary shall be defined as not more than sixty (60) calendar days unless extended by mutual agreement.

B. If the reduction of forces will be for a period longer than sixty (60) calendar days or would require an equalization of work below thirty-two (32) hours per week, the necessary number of employees with the least department seniority shall be laid off, provided that the remaining employees are qualified to do the work.

**Section 3. Recalls.** A. Employees shall be recalled in reverse order of their layoff, provided they are qualified to do the work available.

B. Laid off employees shall be recalled by telephone followed by a certified letter which shall 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 available for work in accordance with instructions in the recall letter within seven (7) calendar days of the mailing date of certified notice of recall or within seven (7) calendar days after such certified notice has been returned to the Company undelivered, he shall be considered as having refused recall and shall incur a break in continuous service and his seniority shall be cancelled.

It shall 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 4. Work Center Openings.** It is understood that when the Company fills work center vacancies, they shall be filled according to department seniority, provided the senior employee is qualified to perform the required work.

**Section 5. Breaks in Continuous Service.** An employee shall incur a break in continuous service and his seniority shall be cancelled by:

1. Quit.
2. Discharge for just cause.
3. Layoff equal to the employee's length of department seniority or two (2) years, whichever is less.
4. Failure to answer recall in accordance with provisions of Section 3, Paragraph B, of this Article.
5. Worker's Compensation disability equal to the employee's length of department seniority or four (4) years from the date of disability, whichever is less.
6. Any other disability equal to the employee's length of department seniority or two (2) years from the date of disability, whichever is less.
7. Failure to return from an approved leave of absence in accordance with the provisions of Article 17.
8. Unreported absence in excess of three (3) consecutive working days for which the employee has been scheduled to work.

## **Article 8**

### **CHANGES IN EQUIPMENT, WORKING CONDITIONS AND METHODS**

**Section 1.** A. When Management makes a change by installing new equipment or changing working conditions, or methods, which change or changes has a substantial effect upon the wages, hours, or working conditions of any employee(s) covered by this Agreement,

the Company, prior to making a change, shall present the proposed change, in writing, to the Local Union with a copy mailed to the National Union. The Company will then meet with the Local Union to discuss the proposed changes. It is the Company's intention to give as much advance notice as is practical.

B. It is understood and agreed that disputes with regard to this Article are grievable under the terms and provisions of the grievance procedure provided for in this Agreement.

## **Article 9**

### **GRIEVANCE PROCEDURE**

**Section 1. Policy.** In order to provide a method by which grievances may be resolved without economic loss to the Company or the employees, there shall be no suspension of work, and the following procedure shall be followed.

**Section 2. Definition.** The term "grievance" within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute between the parties; provided, however, only grievances involving interpretation or application of any of the provisions of this Agreement shall be subject to arbitration.

**Section 3. Procedure.** If an employee has a grievance, he shall, within five (5) days from the occurrence giving rise to the grievance, proceed as follows:

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

**Step 2.** A. If the grievance is not settled in Step 1, the Shop Committee shall, within three (3) working days after receiving the foreman's decision on the grievance, reduce such grievance to writing and present it to the Department Manager, or his designated representative, who shall give the Shop Committee his decision on the grievance in writing within three (3) working days after it has been presented to him.

B. In reducing the grievance to writing, the Union shall set forth with reasonable clearness a complete statement of the facts upon which the grievance is based; the identification of the specific Article and Section number of the Agreement which the employee and/or the Union contend the Company has violated; the dates, names of all persons, or other principle factors involved in the factual situation out of which the grievance arose; the remedy or correction requested; and the signature of the aggrieved employee and the Union representative. Any records that are not considered confidential will, if they have any bearing on the grievance, be supplied by either party for review.

**Step 3.** If the grievance is not settled in Step 2, the Local Union shall, within five (5) working days after receiving the decision of the Department Manager, or his designated representative, refer the grievance to the National President. Within ten (10) days there after, the National President of the Union, or his designated representative, together with the Shop Committee, shall meet with the Vice President of Human Resources, or a designated representative, for discussion and settlement. The Vice President of Human Resources, or a designated representative, shall give the Shop Committee a decision on the grievance, in writing, within seven (7) working days after it has been presented.

### **Arbitration.**

A. If the grievance is not settled after being presented in Step 3, the grievance, at the written request of the President of the National Union, may be appealed to arbitration within twenty (20) calendar days of the Step 3 answer. If the Union does not notify the Company in writing within said twenty (20) calendar days that it wishes to carry the grievance to arbitration, the grievance will be considered as settled on the basis of the Company's Step 3 answer.

B. In the event the President of the National Union gives timely notification to the Company of his intention to arbitrate a grievance, he shall send a letter to the Director of the Federal Mediation and Conciliation Service within ten (10) days of such timely notification, requesting that an identical list of seven (7) arbitrators who are members of the National Academy of Arbitrators be sent to the Company and the Union simulatneously. The arbitrators named on such list shall be professionally qualified to arbitrate the type of dispute involved.

C. Within five (5) days of the receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the Vice President of Human Resources, or his designated representative, and the President of the National Union, or his designated representative, shall alternately strike one (1) name from the list of arbitrators until any one name remains. The arbitrator whose name remains shall be the arbitrator in the case involved. The right to strike the first name shall be determined by lot.

Notwithstanding the above, each party shall have the right to reject the first (1st) panel of arbitrators by notifying the other party of its intent to reject within ten (10) calendar days of the date of the letter submitting the first (1st) panel, after which both parties shall

jointly request a second (2nd) panel of arbitrators to be selected as provided above.

D. The arbitrator so selected shall have no power to add to, subtract from, or modify any of the provisions of this Agreement.

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

F. The fees and expenses of the arbitrator and the place for the arbitration shall be divided equally between the Company and the Union. The Company and the Union shall each pay the cost of its own counsel, witnesses, stenographic and other fees.

**Section 4. General.** A. If a representative of Management fails to give his answer within the time limits specified in any step of the grievance procedure, the grievance may be processed to the next step of the grievance procedure, within the time limits set forth in each step.

B. Any of the time limits set forth in this Article 9 may be extended by mutual agreement between the Company and the Union.

C. Grievance Committee members can investigate grievances or conduct other legitimate Union business after requesting and obtaining the permission of their supervisor. Such permission shall not be unreasonably withheld by the supervisor in question.

D. Attendance at grievance meetings shall be limited to three (3) persons from the Union, and the Company's grievance meeting pay obligation shall be limited to three (3) Union representatives, inclusive of the grievant, at the Step 1, Step 2, and Step 3 meetings for time lost in such meetings.

## **Article 10 HOURS OF WORK**

**Section 1.** This Article is intended to provide the basis of establishing normal but not guaranteed work schedules and shall 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.** A. Eight (8) hours of work shall constitute a normal work day, exclusive of a thirty (30) minute unpaid lunch period at approximately the middle of the scheduled shift and inclusive of a fifteen (15) minute paid rest period during the first (1st) half of the scheduled shift and a fifteen (15) minute paid rest period during the second (2nd) half of the scheduled shift. Forty (40) hours of work, Monday through Friday, shall constitute a normal workweek.

B. The thirty (30) minute unpaid lunch period may be waived by request of the department with Management's approval.

## **Article 11 OVERTIME**

**Section 1.** Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one (1) workweek. Time and one-half shall be paid for all hours worked from 6:00 a.m. Saturday until 6:00 a.m. Monday. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one work day, and double time shall be paid for all hours worked in excess of twelve (12) consecutive hours even though some of the consecutive hours worked may fall in the following payroll day.

**Section 2.** Payment of overtime premium shall not be duplicated for the same hours worked. To the extent

that hours are compensated for at overtime premium under one provision of this Agreement, those same hours shall not be additionally compensated for at an overtime premium under another provision; however, the provision containing the higher premium applicable to such overtime hours shall be used.

**Section 3.** In order to assure continuity of production, or to cover a job vacancy until a replacement can be secured, employees will work overtime within their respective work areas; e.g. bench work, lathe work or mill work. Overtime shall be scheduled in up to four (4) hour increments and the Company shall make a reasonable attempt to divide overtime equally among those employees qualified to perform the work over periods of six (6) month intervals; provided, however, should an employee refuse an offer of overtime, said overtime shall be counted in the distribution of overtime and in any event junior qualified employees shall perform the overtime assignment.

## **Article 12 REPORTING FOR WORK PAY**

**Section 1.** When an employee reports for work at his scheduled starting time, he will be given either four (4) hours' work or four (4) hours' pay at his regular rate in lieu thereof unless he has been instructed not to report. This four-hour work or pay guarantee does not apply in the event of fire, storms, floods, tornadoes, power or fuel failures, work stoppages as a result of labor dispute or similar causes beyond Company control.

## **Article 13 CALL-IN PAY**

**Section 1.** An employee who is called in to work other than during his scheduled time will be paid four (4) hours pay at his regular rate or pay for hours worked

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

#### **Article 14 EMPLOYMENT**

**Section 1.** In the event the Company is unable to secure competent Journeymen Mold Makers, the Company shall request the Shop Committee to supply Journeymen Mold Makers, and if competent Journeymen Mold Makers are not furnished within thirty (30) days after the Committee has been notified, then the Company shall have the privilege to draw labor from any source, and at least the minimum rate shall be paid to anyone hired and placed on a Mold Making job. Application for work shall be made to the Human Resource Department of the Company.

#### **Article 15 NON-DISCRIMINATION**

**Section 1.** It is the policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, national origin, religious belief, qualified handicap which does not preclude an individual from satisfactorily performing the job, or veteran's status.

#### **Article 16 SHIFT DIFFERENTIAL**

**Section 1.** The shift differential for the second or afternoon shift shall be twenty-five cents (\$.25) per hour effective October 1, 2000 and the shift differential for the third or night shift shall be thirty cents (\$.30) per

hour effective October 1, 2000, and they shall be paid in accordance with the following procedure for all hours worked.

**Section 2.** All hours worked by an employee during a work day shall be considered as being worked on the shift on which he starts to work, except that any employee working his regularly scheduled shift and for any reason works over one (1) hour overtime into another shift will receive shift differential pay, if applicable, for all hours worked on that overtime shift.

**Section 3.** Shift differentials shall 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), or other similar payments, except as required by law.

**Section 4.** Shift differentials shall be paid for "reporting for work" time and "call-in" time when the time for which payment is made would have called for shift differential if worked.

## **Article 17 LEAVE OF ABSENCE**

**Section 1.** All employees who are members of the National Guard or Military Services shall be paid for lost time, not to exceed forty (40) hours per week, while in attendance at the National Guard or Military Reserves two (2) week summer camp. The pay shall be at the employee's base hourly wage rate for such hours lost by the employee less any pay received from the military for attendance at said encampment.

**Section 2.** Any employee who is elected to serve as a regular officer or representative in the employ of the National Union shall, upon request, be granted a leave of absence to serve the National Union for a

period of two (2) years and renewable every two (2) years for a total of six (6) years. Upon termination of such Union duties, the employee may return to work covered by this Agreement, taking his position on the seniority list indicated by his years of service including time spent on such duties for which leave was granted, provided such employee returns no later than two (2) weeks after completing such Union duties in accordance with the restrictions of this Section 2. No more than one (1) employee covered by this Agreement may be selected by the Union at the same time.

## **Article 18**

### **LOBBY FOR GLASS INDUSTRY**

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

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

## **Article 19**

### **FUNERAL LEAVE**

**Section 1.** In the event of the death of a stepparent, mother-in-law, father-in-law, sister, brother, half-sister, half-brother, grandchild, grandparent, son-in-law, or daughter-in-law of an employee who has completed his probationary period, the employee shall receive three (3) consecutive work days off, within seven (7) calendar days of the death, with pay (not in excess of three (3) shifts) at his base hourly wage rate for time lost from work on such days. Reasonable requests for additional time off without pay to attend the funeral will be honored.

**Section 2.** In the event of the death of a spouse, parent, or child of an employee who has completed his probationary period, the employee shall receive five (5) consecutive work days off, within seven (7) calendar days of the death, with pay (not in excess of five [5] shifts) at his base hourly wage rate for time lost from work on such days. Reasonable requests for additional time off without pay to attend the funeral will be honored.

**Section 3.** If an employee's vacation is interrupted by such a death and he so notifies his foreman or supervisor promptly, the number of days he normally would have been paid if working shall be added to his vacation with pay.

## **Article 20 VACATIONS**

**Section 1. A.** Each employee under the jurisdiction of this Agreement who has been in the employ of the Company for one (1) year or more, and has worked twelve hundred (1,200) hours or more during the year preceding his anniversary date shall be entitled to a vacation with pay based on the general schedule of:

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

**B.** The vacation pay calculation shall be based upon the employee's base hourly wage rate in effect at the time of his vacation.

C. It shall be the Company's prerogative to grant the third (3rd) and fourth (4th) weeks of vacation separately if deemed necessary to do so to maintain the continuity of plant operations.

D. 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 2.** Any employee who is on the Company's payroll at the end of his anniversary year, and who has worked more than four hundred (400) hours but less than twelve hundred (1,200) hours during such anniversary year shall receive vacation with pay on the basis of two percent (2%) of the total hours worked during such anniversary year times his base hourly wage rate for each week of vacation to which he is otherwise entitled.

**Section 3. A.** Hours lost due to compensable industrial accident, or in attendance as an official delegate to the convention of the Union or as an official conferee at the joint negotiating conference between the Union and the Company will be computed as hours worked (not to exceed forty [40] hours per week) for the purpose of vacation hours qualification. However, any employee who has received weekly industrial disability benefits and who has not worked for one (1) year shall not be entitled to vacation with pay until he again qualifies for vacation with pay pursuant to Sections 1 or 2 above.

B. Hours lost on temporary official National Union business limited to sixty (60) days, plus an additional sixty (60) days when jointly authorized by the Nat-

ional President of the Union and the Vice President of Human Resources for the Company per calendar year will be computed as hours worked, not to exceed forty (40) hours per week.

**Section 4.** Any employee who is terminated for any reason shall be paid any vacation pay earned in his previous anniversary year but unpaid at the time of separation. Any employee who is separated for any reason other than discharge who has completed at least twelve hundred (1,200) hours work in his current anniversary year shall receive vacation pay for said current anniversary year.

**Section 5. Department Vacation Shutdown and Vacation Scheduling.**

A. The Company shall announce the dates for any department vacation shutdown by March 15th of each year. Such vacation shutdown shall be for a one (1) week period during the time period inclusive of the last week of June and the first two (2) weeks of July. Employees otherwise eligible for vacation time off will be required to schedule one (1) week of said time off during any such vacation shutdown in years in which there is a department vacation shutdown unless required by the Company to work during the shutdown period.

B. During years in which the Company does not announce a one (1) week department vacation shutdown by March 15th, or for employees who are otherwise eligible for vacation time off in excess of one (1) week in years when there is a department vacation shutdown, or for employees who are required to work during such shutdown period, vacations will be scheduled at the time requested by the employees; provided, however, that in the event employees' preferences would result in an undue dilution of the work force during any particular week, the senior employees' prefer-

ences will be honored and the junior employees will be required to select an alternate week for their vacation. In any event, 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.

**Section 6.** Employees entitled to a third (3rd) and, if eligible, a fourth (4th) week of vacation may schedule said week(s) in increments of not less than one (1) day each, provided said day or days are scheduled at least one (1) week in advance with their immediate supervisor.

## **Article 21 HOLIDAYS**

**Section 1.** A. The recognized holidays for the term of this Agreement shall be as follows:

### **Individual Holidays**

*Memorial Day*

July 4th

Thanksgiving Day

Unpaid personal holiday

(Subject to operational requirements)

In years in which there is a vacation shutdown, the July 4th holiday shall be paid but there will be no additional time off for such day.

### **Labor Day Holiday Grouping**

This grouping will consist of three (3) holidays and will include Saturday, Sunday, and Monday (Labor Day).

### **Christmas Holiday Grouping**

This grouping will consist of six (6) holidays including December 24th, December 25th, December 31st, and January 1st. The arrangement of the other two (2) paid holidays and one (1) unpaid day will be the decision of the Company.

B. The Company agrees that there will be no production on Labor Day, Christmas Day and one (1) other holiday listed in this Article, such other holiday to be designated by the Company.

**Section 2.** Employees required to work on any of the above-named holidays shall be paid double time for such work, and in addition, holiday pay as provided in the remainder of this Article.

**Section 3.** Work on the holidays shall be voluntary with the individual workman except it is agreed that those employees who are scheduled to work in order to assure the safety, repair, maintenance, protection and plant start-up, or to handle any emergency situations in the plant will work. When the plant is scheduled to operate on a holiday, all employees scheduled to work must work. However, the intent and purpose of this Section is to make sure that there is sufficient number of qualified employees to cover the jobs and operations scheduled for production on any particular holidays, when production is permitted. Accordingly, if senior employees are scheduled for work who request to be excused they will be excused if other qualified employees, including those on layoff, are available and have been scheduled to work after being notified of the opportunity to work on the holiday.

**Section 4.** A full-time employee who has completed his probationary period shall be paid for one (1) regular shift at his hourly base rate of pay for each of the above-named holidays when no work is performed, subject to the following provisions:

1. Such employee must work, or be available for work, at his regular job on his regularly scheduled work day next preceding and next following the holiday period (and the holiday if scheduled to work).

2. No payment will be made to employees for holidays not worked due to disability or leave of absence for any reason. An employee on layoff would be determined eligible for holiday pay if the absence from work did not exceed twenty (20) consecutive days, but not including holidays, days off, vacation days, National Guard Duty, time at Union conference or convention, or funeral leave, or shutdown or partial shut downs of the plant, and otherwise meets the requirements set forth in Item 1 above.

**Section 5.** The Company will make every reasonable effort to post a notice with regard to any holiday shutdown period and operations scheduled to work during such shutdown at least seven (7) days in advance of any holiday shutdown.

**Section 6.** Holiday hours, whether worked or not worked, shall count as eight (8) hours worked in the calculation of weekly overtime when the holiday falls on an employee's regularly scheduled working day.

## **Article 22**

### **INSURANCE PROGRAM**

#### **Section 1. Active Bargaining Unit Employees.**

For the full term of this Agreement, the Company shall maintain the group insurance programs in effect on September 30, 2000, as provided for by the Summary Plan Description dated January 1, 1996, and as amended by Attachment #1 of the 2000 Settlement Agreement, and said programs are hereby incorporated by reference.

#### **Section 2. Active Employee Contributions**

A. Employees shall contribute bi-weekly contributions through payroll deduction for group insurance as follows:

Option A		Option C
Single	Family	Family
\$23.74	\$63.64	\$2.85

B. The Company and the Union agree that a true cost sharing basis be used for employee contributions for the group insurance program. Effective the first pay period on or after January 1, 2002, and for every year through 2005, employee contributions for coverage's that require contributions will increase/decrease by an amount equal to twenty-five per cent (25%) of the increase/decrease in total group insurance program cost for that coverage subject to a maximum contribution increase/decrease of fifteen per cent (15%) in any one year. Such employee contribution calculations shall be made in accordance with established past practice and shall be forwarded to and then reviewed with the Union's designated representative in December of each year.

### **Section 3. Laid Off/Disabled Employees**

A. Laid Off Employees - An employee on layoff status out of the plant will have the group insurance coverage for which he is enrolled at the time of layoff continued for the first three (3) months of layoff, provided the employee pays the monthly contribution in advance on the first of each month. During said period the monthly contribution will be the same as an active employee.

B. Disabled Employees - An employee on occupational or non-occupational disability status out of the plant will have the group insurance coverage for which he is enrolled at the time of layoff continued for the first six (6) months of disability, provided the employee pays the monthly contribution in advance on the first of each month. During said period the monthly contribution will be the same as an active employee.

C. At the expiration of the applicable period provided for by paragraphs A or B above, the employee's group

insurance coverage will be terminated and he will be entitled to continued coverage in accordance with federal Law (COBRA), less the applicable period provided for by paragraphs A or B above.

**Section 4. Retired Employees.** For the full term of this Agreement, the Company shall maintain the retiree group insurance programs in effect on September 30, 2000, as provided for by the Summary Plan Description dated January 1, 1996, and as amended by Attachment #1 of the 2000 Settlement Agreement, for all bargaining unit retirees of record as of September 30, 2000, and active bargaining unit employees who subsequently retire to Company pension during the term of this Agreement, and said programs are hereby incorporated by reference.

**Section 5. Future Retiree Contributions.** Employees who retire on or after October 1, 2000, (future retirees) shall be required to pay monthly contributions for group insurance coverages that require contributions. Such contributions shall be made through pension deduction on a per participant basis as follows:

PPO (less than) 65 Plan Medical Only	\$78.62
PPO (less than) 65 Plan Medical & Dental	\$87.02

Effective January 1, 2002, and for each January 1st through 2005, the future retirees' contributions shall increase/decrease by an amount equal to twenty-five per cent (25%) of the increase/decrease in total group insurance program cost for that coverage subject to a maximum contribution increase/decrease of fifteen per cent (15%) in any one year.

### **Article 23**

#### **RETIREMENT INCOME PLANS**

**Section 1.** For the full term of this Agreement, the Company shall maintain the Newell Pension Plan for

Factory and Distribution Hourly Paid Employees that first became effective January 1, 1993, as detailed in the Summary Plan Description dated January 1, 1993, and as amended by Attachment #2 of the 2000 Settlement Agreement, and said Plan is hereby incorporated by reference.

**Section 2.** For the full term of this Agreement, the Company shall additionally maintain the Retirement Plan first effective January 1, 1955, and last amended January 1, 1993, for employees hired prior to October 1, 1986, and the Plan known as the "New Retirement Plan" first effective October 1, 1986, and last amended January 1, 1993, for employees hired on or after October 1, 1986, but prior to January 1, 1993, and both Plans are hereby incorporated by reference to the extent that effective January 1, 1993, there is no future benefit accruals for current employees and that no additional employees shall become eligible to participate thereunder.

#### **Article 24**

#### **401(k) LONG-TERM SAVINGS AND INVESTMENT PLAN**

**Section 1.** All Mold Making Department employees covered by this Agreement shall be eligible to participate in the Newell Long-Term Savings and Investment Plan. Participation in such Plan shall be voluntary and participants in the Plan shall be subject to the same terms and conditions, which may be changed by Management from time to time, as are applicable to all other groups of employees covered by such Plan.

#### **Article 25**

#### **METHOD OF PAYMENT**

**Section 1.** All employees shall receive their earnings in full at least every two (2) weeks and not more than one (1) week's earnings shall remain unpaid when this payment is made.

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

**Article 26**  
**UNION LABEL**

**Section 1.** All new molds made at Union mold shops shall bear the stamp of the Union or initials or name of the Company making said molds. The Company shall cooperate with the employees to the full extent of their ability to have all private new molds made in Union mold shops.

**Article 27**  
**SEPARABILITY PROVISION**

**Section 1.** If any provision of this Agreement, or the application of such provision to any person or circumstances, shall be held invalid or is in conflict with any present or future Federal or State law, the remainder of the Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid shall not be affected thereby.

**Article 28**  
**JURY DUTY**

**Section 1.** An employee on the active payroll who has completed his probationary period and who is called for and/or serves on jury duty shall be paid for his lost time at his base hourly wage rate not to exceed forty (40) hours per week. Such hours shall be included in the computation of overtime and other premium time.

**Section 2.** An employee on jury duty during any twenty-four (24) hour period shall not be required to work during said twenty-four (24) hour period.

Article 29

**EMPLOYEE DISABILITIES AND  
PHYSICAL EXAMINATIONS**

**Section 1.** Any employee who is injured while on duty and who is sent home by a physician, nurse, or his supervisor on the day he is injured as a result thereof shall receive his full pay for the day on which the injury occurs at his base hourly wage rate regardless of the time of day when the employee is injured. For such injuries, an employee will also be paid for time lost from his regularly scheduled shift on which he is working as a result of receiving required medical attention as directed by Management.

**Section 2.** When an employee is off work due to a Worker's Compensation or other disability and the Company challenges the determination of the employee's personal physician as to whether the employee is or is not disabled, the Company may require that the employee be examined by a Company physician and if that Company physician and the employee's personal physician agree on whether the employee is or is not disabled, such determination shall be final. However, if the Company physician and the employee's personal physician disagree as to whether the employee is or is not disabled, the matter shall be resolved on the basis of the final decision of a third physician who shall be chosen by agreement between the Company physician and the employee's personal physician.

**Section 3.** In the event the Company requires a physical examination of any bargaining unit employee or any prospective employee, the Company shall pay for same. If the prospective employee lives outside the Lancaster, Ohio, area, he shall be permitted to have his physical examination in the area of his present residence by a Company designated doctor.

**Article 30**  
**SUSPENSION AND DISCHARGE**

**Section 1.** It is understood and agreed that during the life of this Agreement, no employee shall be immediately discharged but, rather, shall first be suspended for a period not to exceed seven (7) days pending discharge. Any grievance with regard to suspensions and/or discharges must be presented to Management, in writing, within seven (7) working days of the suspension or discharge and the grievance will be entered at Step 3 of the grievance procedure.

**Article 31**  
**PLANT WORK**

**Section 1.** The Company shall not exercise its right to subcontract unreasonably.

**Article 32**  
**SAFETY AND HEALTH**

The Company shall comply with all Federal and State laws with regard to government-mandated safety equipment. Further, the Company has agreed to provide additional safety equipment as follows:

**Section 1. Safety Glasses.**

To the extent provided for by the Company's Safety Glasses Program and Procedures, the Company will assume the cost of furnishing to all employees safety glasses with a variety of frames to be determined by the Company, including glasses ground to prescription if the examination is paid for by the employee and the prescription is submitted to the Company. The employee shall be responsible for the cost of any non-essential features, such as "no line" bifocals, etc., through payroll deductions.

**Section 2. Safety Shoes.** The Company shall reimburse Mold Making Department employees who are required to wear steel-toed safety shoes with metatarsal guards the full cost of said safety shoes once each twelve (12) month period from the date of last purchase.

**Section 3. General.**

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

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

**Article 33**

**EMPLOYEE TOOLS**

**Section 1.** Employees who are required to furnish and use their own tools/ tool boxes in the performance of their jobs shall be reimbursed by the Company, up to a maximum of four thousand dollars (\$4,000.00), should said tools/tool boxes be destroyed on Company property by fire, flood, or other similar disaster.

**Article 34**

**SEVERANCE PAY**

**Section 1.** If the Company elects to permanently close a plant or department, the Company shall negotiate severance pay with the National and Local Union for terminated employees.

**Article 35**

**REVIEW MEETING**

**Section 1.** The Company and the Union will have a contract review meeting in Lancaster, OH, during the

month of April, 2003. One (1) month prior to the meeting, the parties will exchange a written agenda of subjects in some detail to be discussed. The meeting will be up to two (2) days.

## **Article 36**

### **APPRENTICESHIP AGREEMENT**

**Section 1.** A. Each mold shop employing two (2) or more Union Journeymen Mold Makers, as recognized by the American Flint Glass Workers Union, shall be entitled to one (1) Apprentice, but those who employ more than two (2) Journeymen Mold Makers shall not have Apprentices to exceed the ratio of twenty-five percent (25%) of the number of Journeymen employed. It is understood that this Article 36 shall not require the discharge of any present Apprentices.

B. If the Company is maintaining its full quota or more of Apprentices and a vacancy occurs among the regular Journeymen due to quit, retirement, or death, and a competent Journeyman Mold Maker is not available for hire after application of Article 14, Employment, of the Agreement between the parties, the Company may indenture another Apprentice. In such instances, the senior Apprentice having three (3) or more years of his apprenticeship completed shall advance to the Journeyman rate, but he must complete his four (4) years to be classed as a Journeyman.

**Section 2.** Apprentice hours and overtime shall be the same as Journeymen.

**Section 3.** Regularly indentured Apprentices in the Mold Making Department who, prior to the effective date of this Agreement, have enlisted or who have been inducted into and have served at least one (1) year in the armed services of the Government and who are honorably discharged and return to their former

employment in the mold shop within a period of ninety (90) days following their honorable discharge, shall be admitted to membership in the American Flint Glass Workers Union upon the completion of three (3) years of their regular term of apprenticeship, and shall then be paid not less than the minimum hourly wage rate of the Mold Making Department. These returning veteran Apprentices shall not be counted against the quota of Apprentices that the mold shop is allowed under this Article 36. However, Apprentices will complete a full four (4) years of apprenticeship.

**Section 4.** The Company recognizes that better utilization of the working force can be attained if Apprentice Mold Makers are properly trained and agree to establish a bona fide program for Apprentices after discussion with a Union committee of not more than three (3) members, which program will, consistent with the needs and facilities of the Company, provide such training. During the term of this Agreement, the Company will maintain its registered apprenticeship program, register its apprenticeship program with either the Bureau of Apprenticeship, United States Department of Labor, or a recognized state apprenticeship agency. The Union will cooperate with the Company in carrying out any such program.

**Section 5.** Apprentices will be paid their regular base rate per hour for time lost from work for each regular work day for attending school under the Company's apprentice training program. After the satisfactory completion of each course taken by an Apprentice in connection with the Company's apprentice training program, the Company will reimburse the Apprentice for required expenses of books and tuition in connection with each such course. The Company will continue its present practices with respect to

paying normal expenses incurred by Apprentices for materials in connection with its apprentice training program. If the Company does not have any such practices, it will establish a reasonable policy for same.

## **Article 37**

### **DEFINITION OF MOLD MAKING**

**Section 1.** *The following work shall be classed as Mold Making and Journeymen Mold Maker or Apprentices shall be engaged to perform this class of work:*

Planing (plane), jointing, pinning, venting, letter cutting, filing of molds; scraping in the construction of new cast figured molds; turning and chipping of molds, and keeping of same in repair; drilling neck rings, plungers, blanks and molds; making or turning of funnels, baffle plates, neck rings, blanks and IS blow heads, master forms; dowelling; the making or repair of plungers and plunger rings, thimbles, valves, profiling templates, replaceable insert molds, and master forms of duplicating and tracing. CNC and CNC basic straight line programming as currently performed, plunger stems and plunger heads.

**Section 2.** *The making of jigs, gauges, fitters, snaps, models, formers, crimps, punties, and the interchanging of valves in mold on production machine, when the valve drops into the cavity through the top of the mold and a socket head cap screw is in the valve stems, and the interchanging of two part mold tops onto the mold bottoms already on the production machine, may be done by labor drawn from any source.*

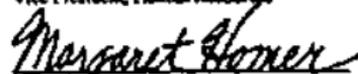
**Section 3.** *Adequate training shall be provided by Management to the Mold Making employees on any new Mold Making technology adopted by the Company.*

DATED AND EXECUTED  
on the 10th day of October, 2000.

For ANCHOR HOCKING GLASS  
COMPANY:



Victoria M. Slomba  
Vice President, Human Resources



Margaret A. Hoover  
Vice President, Operations



Ken Lewis

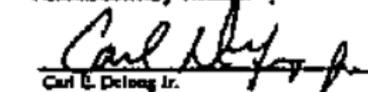
For AMERICAN FLINT GLASS  
WORKERS UNION, AFL-CIO:



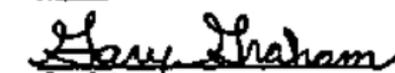
Jay Coche  
National President



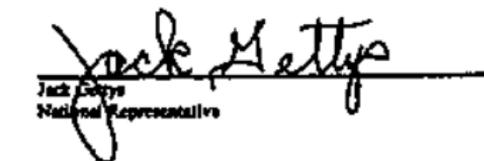
David Luontti  
National Secretary-Treasurer



Carl E. DeLong Jr.  
President



Gary Graham  
Corresponding Secretary



Jack Everts  
National Representative

## APPENDIX A LOCAL SUPPLEMENTAL AGREEMENT

The following Local Supplemental Agreement between the Company and Local 73 is to be construed as a part of this Agreement and does not exceed nor is it in conflict with the provisions of said Agreement. Said Local Supplemental Agreement is subject to change at any time during the term of this Agreement, provided such changes are approved in writing by the authorized representatives of the Company, the National Union, and Local 73.

### **Scheduled Hours of Work**

The regular schedule is Monday through Friday.

First Shift: 6:00 a.m. to 11:00 a.m.  
11:30 a.m. to 2:30 p.m.

Second Shift: 2:30 p.m. to 6:30 p.m.  
7:00 p.m. to 11:00 p.m.

Third Shift: 10:00 p.m. to 2:00 a.m.  
2:30 a.m. to 6:30 a.m.

The employees assigned to A & B shifts will rotate every other week on first and second shifts. The employees assigned to the third shift will not be involved in such rotation. For purposes of staffing the third shift, it will be staffed first by volunteers and, if no such employees volunteer, it will then be staffed by the least senior employees.

When weekend work is scheduled, the following schedule shall be followed:

Saturday Day Shift: 6:00 a.m. to 11:00 a.m.;  
11:30 a.m. to 2:30 p.m.

Sunday Day Shift: 6:00 a.m. to 10:00 a.m.

Weekend overtime will be offered to that week's first shift according to seniority and if necessary, such overtime will then be offered to the second shift according to seniority. For purposes of weekend overtime, the employees on the third shift will be assigned equally to A and B shifts. All overtime will be divided equally over a six (6) month period, however, should an employee refuse an offer of overtime, said overtime shall be counted in the distribution of overtime and in any event junior employees on the first shift for that week shall perform the overtime assignment.

Duplicate

K# 2303

**UNION SHOP CONTRACT**  
and  
**SUPPLEMENTAL  
AGREEMENTS**

governing

LOCALS 25, 60, 144, 540, 561  
575, 576, 577 and 578

between

**ANCHOR HOCKING GLASS  
COMPANY**

PLANT 1 and the  
DISTRIBUTION CENTER  
Lancaster, Ohio

and

**AMERICAN FLINT GLASS  
WORKERS UNION  
AFL-CIO**



Effective October 1, 2000  
Through September 30, 2005



**UNION SHOP CONTRACT**  
and  
**SUPPLEMENTAL  
AGREEMENTS**

governing

LOCALS 25, 60, 144, 540, 561  
575, 576, 577 and 578

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**ANCHOR HOCKING GLASS  
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PLANT 1 and the  
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and

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WORKERS UNION  
AFL-CIO**



Effective October 1, 2000  
Through September 30, 2005



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## INTENT AND PURPOSE

A. The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and at all levels of responsibility. They believe that proper attitudes must be based on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plant where day-to-day operations and the administration of this Agreement demands fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that Company and Union officials, whose duties involved negotiation of this Agreement, are not anti-Union or anti-Company but are sincerely concerned with the best interest and well-being of the business and all employees.

B. It is the intent and purpose of this Agreement to promote and improve the relationship between the Union and the Company and to set forth the basic rules that have been agreed upon between the parties regarding wages, hours and working conditions affecting employees covered by this Agreement.

C. The principles and determination set forth in the provisions of this Agreement will be carried out with the expectation that the matter of the employee and Company relationship will be maintained, on a harmonious and sensible basis.

D. The Union accepts the responsibility imposed upon it as the exclusive bargaining agent of the employees and hereby pledges to cooperate with the Management to assure the performance of a fair day's work on the part of its members, and to assist Management in the introduction of new and more efficient methods of production.

E. The Union recognizes that the Company's policy of expansion of production and cost reduction through mechanical development and improvement and plant rearrangement of additions is of vital importance to both the Company and its employees; therefore, the Union and the Company agree

cesses, machinery, and changes in or new methods of operation.

F. Management accepts its responsibility to cooperate with the Union where special problems affecting the welfare of its employees are involved and to cooperate in maintaining a harmonious relationship consistent with sound business practices.

G. When Management makes a change by installing new equipment or changing working conditions, or methods, which change or changes has a substantial effect upon the wages, hours, or working conditions of any employee(s) covered by this Agreement, the Company, prior to making a change, shall present the proposed change, in writing, to the applicable Local Union Committee(s) with a copy mailed to the National Union. The Company will meet with the applicable local union committee(s) prior to the implementation of the change and discuss the change. It is the Company's intention to give as much advance notice as is practical.

## AGREEMENT

A. THIS AGREEMENT, which includes appended Local Supplements for Locals 25, 60, 144, 540, 561, 575, 576, 577 and 578, is made and entered into this 1st day of October, 2000, by and between the Anchor Hocking Glass Company, Lancaster, Ohio, on behalf of its employees of Plant 1 on West 5th Avenue and the Distribution Center at 2893 West Fair Avenue defined herein in Article 1 (hereinafter designated as "the Company"), and the American Flint Glass Workers Union, including Local Nos. 25, 60, 144, 540, 561, 575, 576, 577 and 578 (hereinafter designated as "the Union"), shall constitute the complete agreement between the Company and the Union.

B. The parties acknowledge that during the negotiations which resulted in this Agreement 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 Agreement neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement and, except for the specific provisions of this Agreement, there are no other agreements between the parties either express or implied. Any previous

Local Supplemental Agreements, Shop Agreements, or other verbal or written agreements not included as part of this Agreement are hereby null and void. Finally, it is understood and agreed that this Agreement 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 hereto by their duly authorized representatives.

## **Article 1 UNION RECOGNITION**

### **Section 1.**

The Union hereby represents to the Company that its officers and representatives who signed this Agreement in its name have been granted the authority to make this Agreement in behalf of the American Flint Glass Workers Union and its Local Nos. 25, 60, 144, 540, 561, 575, 576, 577 and 578 consisting of employees at the Company's Plant 1 and Distribution Center in Lancaster, Ohio, defined in Section 2 of this Article.

### **Section 2.**

The Union is hereby recognized as the sole and exclusive bargaining agent for all hourly rated production and maintenance employees and factory janitors, excluding the mold makers in Plant 1, executives, office and clerical employees, technical employees (including Laboratory, Design and Engineering Department employees), plant guards and watchmen, nurses, office janitors and factory clerks (who now are not members of the bargaining unit), sample room employees, supervisors and all supervisory employees with authority to hire, promote, discharge, discipline, or otherwise affect changes in the status of employees or effectively recommend such action.

## **Article 2 UNION SHOP**

### **Section 1.**

It is a condition of employment that all employees engaged in the performance of work covered by this Agreement shall, after the forty-fifth (45th) day of actual work after employ-

ment or forty-five (45) days after the date the Agreement is signed, whichever is the later, become and remain members of the Union in good standing during the life of this Agreement, subject to the provisions of Section 8(a)(3) of the Labor-

### Section 2.

The Union, when notifying the Company that an employee is not in good standing in the Union, shall do so in writing and state the reason therefore. If the reason is the failure to tender the regular initiation fees and/or membership dues required by the Union, the Company, if requested by the Union, shall discharge such employee within one (1) week, unless he is reinstated in the Union within that time or otherwise entitled to employment under the provisions of existing State or Federal laws.

### Section 3.

The first forty-five (45) days of actual work after employment will be probationary; however, the provisions of this Agreement, unless specifically provided to the contrary elsewhere in this Agreement, will apply to new employees with regard to all matters, except that the discharge of a new employee unsatisfactory to the Company during his probationary period shall not be a matter for grievance.

### Section 4.

A. The Company shall check-off initiation fees and Union dues on presentation of check-off authority by the employees in accordance with the law. The Company will then deduct such dues in the amounts certified to the Company by the Secretary-Treasurer of the National Union and once each pay period send to the National Union and to the Local Union their respective shares as certified by the Secretary-Treasurer of the National Union, and will supply the National Secretary-Treasurer of the Union and the Financial Secretary of each Local Union a list of all members who have had their dues deducted in the regular dues deduction period.

The National Union will indemnify the Company against all claims made against it by reason of compliance with this Article.

B. New employees may sign check-off authorization and application blanks upon receiving employment. After forty-five (45) days of actual work the Company shall then process each new employee in accordance with the first section of this Article. The National Union shall supply the Company with all necessary forms.

### **Article 3**

## **STRIKES OR LOCKOUTS**

#### **Section 1.**

There shall be no strike, sympathetic or otherwise, walkout, or work stoppage by the Union or its members and there shall be no lockout by the Company during the term of this Agreement.

### **Article 4**

## **DURATION**

#### **Section 1.**

This Agreement shall become effective at 12:00 a.m. on October 1, 2000, and shall remain in full force and effect up to and including 11:59 p.m. on September 30, 2005. Thereafter, it shall renew itself for successive periods of one (1) year each unless written notice is given by either party to the other not less than sixty (60) days, but not more than ninety (90) days, prior to the expiration date, or any renewal or extension thereof, that it desires to terminate or amend this Agreement.

#### **Section 2.**

In the event such notice is given, it shall be sent by certified mail to the Company or the Union as the case may be and the parties shall begin negotiations at least thirty-five (35) days prior to the expiration date of September 30, 2005. If negotiations are not completed prior to the expiration date, this Agreement shall terminate absolutely and completely unless extended by mutual agreement of the parties.

### **Article 5**

## **WAGES**

### Section 1. Wage Rates.

A. During the term of this Agreement all employees covered by this Agreement hired prior to October 1, 2000, and employees hired on or after October 1, 2000, shall be as listed below.

Effective October 1, 2000, the base hourly wage rates of Labor Grades 1 through 11 shall be increased by thirty-five cents (\$.35) and the base hourly wage rates of Labor Grades 12 through 21 shall be increased by two and one-quarter percent (2.25%) which are included in the wage rates effective October 1, 2000, in the below-listed wage schedule.

Effective October 1, 2000, all employees in Labor Grade 12 and above shall receive a ten cent (\$.10) incremental additive which is included in the wage rates effective October 1, 2000, in the below-listed wage schedule.

Effective October 1, 2001, all base hourly wage rates of Grades 1 through 11 shall be increased by forty cents (\$.40) and the base hourly wage rates of Labor Grades 12 through 21 shall be increased by two and one half percent (2.5%) effective October 1, 2001, in the below-listed wage schedule.

Effective October 1, 2002, all base hourly wage rates shall be increased by three and one-half percent (3.5%) which is included in the wage rates effective October 1, 2002, in the below-listed wage schedule.

Effective October 1, 2003, all base hourly wage rates shall be increased by forty-five (\$.45) effective October 1, 2003, in the below-listed wage schedule.

Effective October 1, 2004, the base hourly wage rates of labor grades 1 -11 shall be increased by forty-five cents (\$.45) and the base hourly wage rates of Labor Grades 12 through 21 shall be increased three percent (3.0%) effective October 1, 2004, in the below-listed wage schedule.

#### **Wage Schedule**

**10/1/00 - 9/30/05**

<b>Labor Rates</b>	<b>Wage Rate</b>	<b>Wage Rates</b>	<b>Wage Rates</b>	<b>Wage Rates</b>	<b>Wages Rates</b>
<b>Grade</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>	<b>Effective</b>
	<b>10/1/00</b>	<b>10/1/01</b>	<b>10/1/02</b>	<b>10/1/03</b>	<b>10/01/04</b>
1	\$9.98	\$10.36	\$10.72	\$11.17	\$11.62
2	\$10.10	\$10.50	\$10.87	\$11.32	\$11.77
3	\$10.23	\$10.63	\$11.00	\$11.45	\$11.90
4	\$10.34	\$10.74	\$11.12	\$11.57	\$12.02

5	\$10.49	\$10.89	\$11.27	\$11.72	\$12.17
6	\$10.62	\$11.02	\$11.41	\$11.86	\$12.31
7	\$10.76	\$11.16	\$11.55	\$12.00	\$12.45
8	\$10.92	\$11.32	\$11.72	\$12.17	\$12.62
9	\$11.05	\$11.45	\$11.85	\$12.30	\$12.75
10	\$11.20	\$11.60	\$12.01	\$12.46	\$12.91
11	\$11.34	\$11.74	\$12.15	\$12.60	\$13.05
12	\$12.38	\$12.69	\$13.13	\$13.58	\$13.99
13	\$12.90	\$13.22	\$13.68	\$14.13	\$14.66
14	\$13.49	\$13.83	\$14.31	\$14.76	\$15.20
15	\$14.08	\$14.43	\$14.94	\$15.39	\$15.85
16	\$14.67	\$15.04	\$15.56	\$16.01	\$16.50
17	\$15.22	\$15.60	\$16.15	\$16.60	\$17.10
18	\$15.81	\$16.21	\$16.78	\$17.23	\$17.74
19	\$16.40	\$16.81	\$17.40	\$17.85	\$18.39
20	\$16.98	\$17.41	\$18.02	\$18.47	\$19.02
21	\$17.57	\$18.01	\$18.64	\$19.09	\$19.67

### Section 2. Lead Persons.

Employees may be selected by Management to serve as Lead Persons without job posting and without regard to seniority, but such employees shall continue to be part of the bargaining unit and in addition to Lead Person duties shall continue to perform their normal bargaining unit job. Lead Persons shall not be entitled to any super-seniority for overtime in their normal bargaining unit job, layoff or recall purposes. While Lead Persons do not have the authority to hire, terminate, lay off, or discipline employees, other instructions given by Lead Persons shall be treated as direct instructions of supervision. Such employees, when actually performing Lead Person duties, shall be paid fifty cents (\$.50) per hour more or two (2) Labor Grades higher than the Labor Grade of the highest job classification being led, whichever is greater.

### Section 3. Temporary Employees.

A. The Company shall have the right to hire temporary employees as long as no qualified bargaining unit employees are out of the plant on layoff status. Temporary employees shall be forced to work overtime provided they are qualified to perform the necessary work before any employees covered by this Agreement are so required as provided for by Article 10, Section 3. Such temporary employees shall not be required to join the Union, nor shall they be covered by or subject to any of

the provisions of this Agreement, as long as they are only employed during the period June 15th through December 15th of each year; provided, however, temporary employees may be utilized during the period June 15th through September 30th of the last year of this agreement.

B. Once a temporary employee has worked forty-five (45) days of actual work, he shall not be required to serve a probationary period should he become a full-time employee, at which time he must immediately join the Union and will be given credit for seniority as defined in Article 7 of this Agreement from the first day he worked as a temporary employee.

#### Section 4. Idle Time Pay.

When an employee is scheduled to report for work and does report for work and after so reporting remains in idleness at the plant through no fault of his own, such employee shall be paid his base hourly wage rate for all such idle time.

## **Article 6 MANAGEMENT RIGHTS AND RESPONSIBILITY**

#### Section 1.

Except as limited by the other provisions of this Agreement, the Management of the plant and the direction of the working force are the responsibility of Management, including but not limited to, the establishment of work schedules, starting and quitting times; the determination of methods and equipment, production rates and processes; the right to hire, promote, layoff, and to discipline and discharge employees for proper cause; and the right to formulate, revise and implement plant rules and regulations, including the Attendance Improvement Program, publish and issue booklets containing same, and require employees to observe and obey such rules and regulations.

#### Section 2.

These responsibilities of the Company shall not be exercised in an arbitrary or unreasonable manner, but in keeping with the intent and purpose of this Agreement, and any action taken by Management hereunder insofar as it may have a

substantial effect on work assignment, wages, hours, or working conditions of employees, shall be reviewable under the Grievance Procedure provided in this Agreement.

### Section 3.

Nothing in this Article shall void or supersede any other Section or Article of this Agreement.

## **Article 7 SENIORITY**

### Section 1. Definitions.

A. Seniority, for the purpose of this Agreement, is defined as follows:

#### **1. Plant Seniority.**

The length of an employee's unbroken continuous service in the plant/distribution center from the date of his last employment with the Company.

Employees hired on or after October 1, 1963, who have the same plant seniority date shall, for plant seniority purposes, be listed in alphabetical order.

#### **2. Department Seniority.**

The length of an employee's unbroken continuous service in a department from the date of his most recent successful bid or permanent assignment to said department.

Employees who successfully bid or are permanently assigned to a department on the same date shall, for department seniority purposes, be placed at the bottom of that department's seniority list based on their plant seniority date.

3. An employee who completes his probationary period shall be given a plant seniority date retroactive to his date of hire and a department seniority date junior to the least senior non-probationary employee in the department.

4. Notwithstanding Items 1 through 3 above, employees who transferred from Plant 2 as a result of the Plant 2 closure shall use their transfer date as their department seniority date for bidding and other job assignment purposes. They shall use their transfer date for

their seniority date governing any displacement within  
former plant seniority date as their department seniority date for displacement purposes if a layoff out of their department is anticipated.

B. As of the effective date of this Agreement, for department seniority purposes, the department units shall be identified as follows:

1. Forming
2. Mix-Melt/Yard
3. Secondary Forming
4. Trades
5. Machine Shop
6. Select and Pack/Quality Assurance
7. Decorating/ Set Pack/ Auto Pack
8. Miscellaneous Maintenance/Mold Cleaning/Stores
9. Warehouse
10. Distribution
11. Paper Receiving and Paper Storage

#### **Section 2. Labor Pool.**

A. Prior to the commencement of each workweek, the Company will determine the number of employees, if any, to be scheduled for forty (40) hours work in the labor pool during the following workweek. The placements shall be made by assigning and/or recalling laid off employees by telephone to the labor pool and the laid off employees will be required to accept assignment to the labor pool on the basis of plant seniority beginning with the most senior qualified employee who has signed up with Labor Services; and, then, on a force up basis beginning with the least senior employee qualified to perform the labor pool work.

B. During said workweek any employees assigned to the labor pool will be assigned to work for which they are qualified in departments where needed throughout the plant and such employees shall be paid the rate of the classification to which assigned for the hours worked in said department.

C. During said workweek, should an employee(s) scheduled for work in his department unexpectedly not have forty (40) hours of work, the least senior employee(s) in the department may be absorbed into the labor pool or, in the event the Company elects not to increase the size of the labor pool,

the least senior employee(s) will be given the option of displacing to the labor pool based on his plant seniority or being laid off without other displacement rights for up to a seven (7) day period, provided, in either case, the more senior employee(s) remaining in the department must be qualified to perform the required work. However, this Paragraph C shall not be applicable to an employee who, during the course of the shift, has no further work available in his classification but will have work available to him on the following day. In such cases, that employee shall be assigned to perform other department work, if available, or be absorbed into the labor pool or, at Management's option, may be permitted to punch out for the balance of that shift and return to his normal classification the following day.

D. During said workweek, should daily absenteeism or daily scheduling demands exceed the size of the labor pool work force, the Company may:

1. Shut down less critical operations transferring the least senior employees in the department to the labor pool, provided, however, that no employee in the department shall be transferred to the labor pool in this manner as long as other labor pool employees continue to be assigned to his department. Employees transferred to the labor pool under this Paragraph D.1. shall be paid as if work were available in their own classification in accordance with Article 13, Temporary Transfers, Paragraph B, of this Agreement; AND/OR,
2. Recall additional laid off employees by telephone only to the labor pool and the laid off employees will be required to accept assignment to the labor pool beginning with the most senior qualified employee who has signed up with Labor Services; and, then, on a force up basis beginning with the least senior employee qualified to perform the labor pool work.
3. Employees assigned to the labor pool will report to the gate office "Labor Services" for work assignment.

### Section 3. Reduction of Forces.

- A. When the working forces are to be reduced in any

department(s) and Management anticipates that any employee(s) in that department will be assigned to the labor pool without any work being available in their department for

labor pool for seven (7) calendar days, Management shall shut down the operations by classification and by shift within the affected department(s) it deems necessary, and the affected employee(s) must immediately exercise their displacement rights by displacing the least senior employee in any other classification in that department on that shift provided the employee is qualified to perform the duties of the classification to which they are displacing, or to their own classification in that department on any other shift and the least senior employee(s) in that department shall be assigned to the labor pool or laid off out of the plant.

B. If Management anticipates that this reduction of forces will result in any employee(s) in any department(s) or the labor pool being placed on layoff status out of the plant without any work being available to them for seven (7) calendar days or has been reduced to laid off status out of the plant without any work being available to them for seven (7) calendar days, the affected employee(s) must immediately elect a voluntary layoff or exercise their displacement rights or declare their intention to displace when first able to do so by using their plant seniority to displace the least senior employee in the plant whose job they are qualified to perform. Management may limit the number of employees displacing to any one (1) department and/or classification at any time so that production is not adversely affected. Management will be reasonable in setting such limits.

C. In the event an employee(s) is again displaced in a subsequent reduction from the department to which they have bumped, the seven (7) day waiting period provided for in Paragraph A above shall be waived and they shall immediately be allowed to again exercise their displacement rights; provided, however, that Management shall have up to five (5) working days to implement the change.

D. An employee displaced from the plant shall be laid off.

E. Once an employee(s) has elected a voluntary layoff or has exhausted their displacement rights provided for by this Section and is laid off, they shall have no further displace-

ment rights until they again gain active at work employee status by being recalled to other than a labor pool assignment in accordance with Section 4 of this Article or they successfully bid in accordance with Section 5 of this Article.

F. Notwithstanding the provisions of this Section 3, it is clearly understood and agreed that no displacements shall be permitted during full or partial plant shutdowns due to holidays, vacations, maintenance, inventories, etc.

#### **Section 4. Recalls.**

A. Recalls, other than recalls to the labor pool provided for by Section 2 of this Article, shall only be made when forty (40) or more hours of work are available in any classification(s). In the event a subsequent reduction of forces occurs before a recalled employee works forty (40) or more hours, they will be returned to the status they held immediately prior to such subsequent reduction (e.g., bumped classification, labor pool, layoff). Recalls for forty (40) or more hours of work shall be made by returning displaced at work employees and laid off employees to their own department based on their department seniority.

B. Laid off employees shall be recalled by telephone followed by a certified letter which shall be sent to the employee's most recent address on file in the Human Resources Department. Should a recalled employee fail to answer recall as available for work in accordance with instructions in the recall letter within ten (10) calendar days of the mailing date of certified notice of recall or within seven (7) calendar days after such certified notice has been returned to the Company undelivered, they shall be considered as having refused recall and shall incur a break in continuous service and their seniority shall be cancelled.

It shall be the responsibility of each employee to have their current address and telephone number on file in the Human Resources Department at all times.

#### **Section 5. 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 or laid off employee in the department, for all jobs other than skilled trade Apprenticeship Journeyman line-of-progression jobs, the job shall be posted on a plantwide basis on all bulletin boards designated for that purpose for a

period of seven (7) calendar days for any employee, including employees on layoff status, to express their interest in the job. The posted bid sheet shall indicate the minimum prerequisites necessary to bid for the job and the maximum length of the trial period to be granted to the employee selected.

B. Bids shall be considered first on the basis of department seniority of bidders from the department where the newly created job or permanent vacancy exists and then on a plantwide basis with regard to bidders from other departments. The bidding employee with the most seniority, including employees on layoff status and disability (provided the employee returns to active work from disability and is able to commence work on the job within forty-five (45) days of the date the job is awarded) shall be selected, provided the employee has the physical ability to perform the job and meets the minimum prerequisites listed on the bid sheet. The employee selected shall be given the trial period indicated on the bid sheet to demonstrate their proficiency in performing the job.

C. An employee(s) who has bid to a job in another department and who successfully completes the trial period on the new job shall have their department seniority in their old department terminated retroactive to the date they were awarded the new job and their seniority in the new department will be effective retroactive to the date they were awarded the bid on the new job. While the successful bidder shall not be precluded from bidding to another job in a higher Labor Grade at any time, they shall only be permitted to bid to another job in the same or lower Labor Grade only one (1) time during the six (6) month period from the date they were awarded such bid job.

D. An employee who is disqualified by the Company or disqualifies himself during the trial period shall be returned to his former classification and shall be permitted to bid to another job only one (1) time during the six (6) month period from the date he is disqualified from such bid job.

E. In the event there is no bidder who has the physical ability and the minimum prerequisites to perform the job, the Company shall recall from layoff status employees in all other classifications on an offer down/force up basis by plant seniority. If there are no qualified available employees on layoff status, the Company shall fill the job by hiring from the outside.

### Section 5. Breaks In Continuous Service.

An employee shall incur a break in continuous service and his seniority shall be cancelled by:

1. Quit;
2. Discharge for just cause;
3. Layoff equal to the employee's length of plant seniority or two (2) years, whichever is less;
4. Failure to answer recall in accordance with provisions of Section 4, Paragraph B, of this Article;
5. Worker's Compensation disability equal to the employee's length of plant seniority or four (4) years from the date of the employee's disability, whichever is less.
6. Any other disability equal to the employee's length of plant seniority or two (2) years from the date of the employee's disability, whichever is less.
7. Failure to return from approved leave of absence or uses a leave of absence for any purposes other than for which granted in accordance with provisions of Article 19, Leaves of Absence;
8. Unreported absence in excess of three (3) consecutive working days for which the employee has been scheduled to work.

## **Article 8 GRIEVANCE PROCEDURE**

### Section 1. Policy.

In order to provide a method by which grievances may be resolved without economic loss to the Company or the employees, there shall be no suspension of work, and the following procedure shall be followed.

### Section 2. Definition.

The term "grievance" within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute between the parties; provided, however, only grievances involving interpretation or application of any of the provisions of this Agreement shall be subject to arbitration.

### **Section 3. Procedure.**

If an employee has a grievance, he shall, within five (5) days from the occurrence giving rise to the grievance, pro-

#### **Step 1.**

A. The employee will, with or without the Local Union Grievance Committee, request a meeting with his Supervisor and Department Manager and the grievance meeting shall be held within seven (7) days after said request. The Company shall give its answer to the Union within five (5) days of the Step 1 meeting.

B. If the matter is not settled in Step 1 and the Union wishes to pursue the matter, the Union shall reduce the grievance to writing and appeal it to the Step 2 level within seven (7) days after the Step 1 answer. In reducing the grievance to writing, the Union shall set forth with reasonable clearness a complete statement of the facts upon which the grievance is based; the identification of the specific Article and Section number of the Agreement which the employee and/or the Union contend the Company has violated; the dates, names of all persons, or other principle factors involved in the factual situation out of which the grievance arose; the remedy or correction requested; and the signature of the aggrieved employee and the Union representative.

#### **Step 2.**

In the event the Union appeals the grievance to Step 2, the Step 2 meeting will take place within fourteen (14) days from the Step 1 answer at a mutually convenient time between the Local Union Grievance Committee and the Department Superintendent or equivalent level of management, along with the Department Manager and Supervisor and a representative of the Human Resources Department. The Company shall give its answer in writing to the Union within fourteen (14) days of the Step 2 meeting.

#### **Step 3.**

In the event the Union appeals the grievance to Step 3, the Step 3 meeting will take place within twenty-one (21) days from the Step 2 answer. Grievances resulting from terminations will be entered directly at Step 3 of the grievance procedure in accordance with Article 31, Suspension and Discharge and will

be scheduled within 14 days from the date the grievance is filed. At such Step 3 meeting the matter will be reviewed by a joint committee consisting of members from the Company including the Vice President of Human Resources, or a designated Representative, and members from the Union including the President of the National Union, or a designated Representative. The Company will give its answer in writing within thirty (30) calendar days from the date of the Step 3 meeting.

#### Arbitration.

- A. If the grievance is not settled after being presented in Step 3, the grievance, at the written request of the President of the National Union, may be appealed to arbitration within thirty (30) calendar days of the Step 3 answer. If the Union does not notify the Company in writing within said thirty (30) calendar days that it wishes to carry the grievance to arbitration, the grievance will be considered as settled on the basis of the Company's Step 3 answer.
- B. In the event the President of the National Union gives timely notification to the Company of his intention to arbitrate a grievance, he shall send a letter to the Director of the Federal Mediation and Conciliation Service or the American Arbitration Association within ten (10) days of such timely notification, requesting that an identical list of arbitrators who are members of the National Academy of Arbitrators containing an odd number thereon be sent to the Company and the Union simultaneously.
- C. Within five (5) days of the receipt of the list of arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association, the Vice President of Human Resources or his designated representative and the President of the National Union or his designated representative shall alternately strike one (1) name from the list of arbitrators until any one name remains. The arbitrator whose name remains shall be the arbitrator in the case involved. The right to strike the first name shall be determined by lot. The arbitrators named on such list shall be professionally qualified to arbitrate the type of dispute involved.

Notwithstanding the above, each party shall have the right to reject the first panel of arbitrators by notifying the other party of its intent to reject within ten (10) calendar days of the date of the letter submitting the first (1st) panel, after which both parties shall jointly request a second (2nd) panel of arbitrators to be selected as provided above.

- D. If the arbitrator shall have no power to modify the terms of this Agreement, nor to establish or change standards of production or wage rates. This shall, however, in no way restrict their right to determine whether the principles of measured work standards, incentive, bonus, or extra pay plans, or the Company Job Evaluation Plan, have been applied in accordance with existing agreements.
- E. The decision of the arbitrator must be given in writing within twenty (20) calendar days of the completion of the hearing and must be complied with within five (5) days after it is announced.
- F. The expenses and fees of the arbitrator and the place for the arbitration shall be divided equally between the Company and the Union. The Company and the Union shall each pay the cost of its own counsel, witnesses, stenographic and other fees.

#### **Section 4. General.**

A. Should any named Union or Management representative not be available at their appropriate step of the grievance procedure, the Union or the Company, as the case may be, shall designate an alternate who shall have the authority to act in the representative's behalf.

B. Grievances Committee members can investigate grievances or conduct other legitimate Union business after requesting and obtaining the permission of their own supervisor and the supervisor of the department to be visited, if applicable. Such permission shall not be unreasonably withheld by the supervisor(s) in question.

C. Attendance at grievance meetings shall be limited to nine (9) persons from the Union, and the Company's grievance meeting pay obligation shall be limited to four (4) Union representatives, inclusive of the grievant, at the Step 1, Step 2 and Step 3 meetings for time lost in such meetings.

## Article 9 HOURS OF WORK

### Section 1.

This Article is intended to provide the basis of establishing normal but not guaranteed work schedules and shall 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.

Eight (8) hours of work shall constitute a normal work day. Forty (40) hours of work, Monday through Saturday inclusive, shall constitute a normal workweek. Should operational needs so require, employees may be scheduled for less than eight (8) hours per day in the case of a start-up after a holiday or other shutdown. However, the provisions of this Article in no way negate the provisions of Article 11, Reporting for Work Pay.

### Section 3.

Employees who are not assigned to a fixed or constant second (2nd) or afternoon shift or third (3rd) or night shift shall not be required to work for longer than a two (2) week duration on such second (2nd) or afternoon shift or third (3rd) or night shift. After such two (2) week period, such employees may, upon request, be transferred to the first (1st) or day shift for a minimum of two (2) weeks duration.

### Section 4.

During periods of physical inventory, the Company will make every effort to utilize qualified employees by department seniority for job assignments; provided, however, it is understood in these situations that where it is not practical to utilize the employees in their regular departments and job assignments, the Company shall be free to utilize the scheduled employees in other assignments and will be paid the rate of the job performed. It is further understood and agreed that during these situations, employees may not exercise their displacement rights.

## **Article 10**

### **OVERTIME**

#### **Section 1.**

Time and one-half shall be paid for all hours worked in excess of forty (40) hours in any one (1) workweek. Time and one-half shall be paid for all hours worked on Sunday. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one (1) work day, and double time shall be paid for all hours worked in excess of twelve (12) consecutive hours even though some of the consecutive hours worked may fall in the following payroll day. Time and one-half shall be paid for all hours worked on an employee's day or days off, provided the employee works the full schedule (at least forty (40) hours) during the workweek.

#### **Section 2.**

There shall be no pyramiding of the premium time of overtime.

#### **Section 3.**

A. On continuous machine-paced operations only, employees will remain at their place of work and will continue to work beyond the normal shift change time for up to one (1) hour until they are relieved by the employee on the incoming shift. During such one (1) hour period, the Company will attempt to secure a bargaining unit replacement as soon as possible. When such employees are retained on an overtime basis due to their not being promptly relieved at the end of their shift, they will be paid overtime at the applicable overtime rate in accordance with Section 1 of this Article.

B. Except as provided in Paragraph A above or otherwise by individual department option with agreement of the employees and department management, all overtime within an employee's own department shall be scheduled by shift, first, on an offer down basis by classification by department seniority; second, from qualified employees who have signed up with Labor Services to work on their day off; and, third, on a force up basis of, first, temporary employees assigned to that department if applicable, second, affected department labor pool employees assigned to that department by department seniority and then, non-departmental labor pool employ-

ees assigned to that department by plant seniority. In any event, the most junior qualified employee shall be required to perform said overtime.

C. Any employee who, after working sixteen (16) straight hours, will have the opportunity to work his next regularly scheduled shift if he so desires. No employee will work more than twenty-four (24) consecutive hours unless to provide plant maintenance, continuity of production, plant protection, or to cover a job vacancy until a replacement can be secured. Should an employee work overtime which creates twenty-four (24) consecutive hours of work, that individual is not entitled to work their normally scheduled shift.

## **Article 11**

### **REPORTING FOR WORK PAY**

#### **Section 1.**

When an employee reports for work at his scheduled starting time, he will be given either four (4) hours' work or four (4) hours' pay at his regular rate in lieu thereof unless he has been instructed not to report. This four (4) hour work or pay guarantee does not apply in the event of fire, storms, floods, tornadoes, power or fuel failures, work stoppages as a result of labor dispute or similar causes beyond Company control.

#### **Section 2.**

A. When a vacancy occurs because Management fails to mark up enough help to cover the scheduled jobs, the Company shall make a reasonable effort to secure qualified help as quickly as possible according to seniority, provided there is no loss of production or loss in continuity of operations due to delay in securing such help. The employee or employees called in to fill such vacancies shall be paid the regular rate of the job from the starting time of the shift, provided the employee reports for work within one (1) hour after being notified to report. However, this does not apply to unforeseen or unscheduled work which happens after the start of a shift, or in the case of a start-up after a holiday or other shutdown.

B. When a vacancy caused by failure of an employee to report for work occurs, the Company shall make a reason-

able effort to secure qualified help as quickly as possible according to seniority, provided there is no loss of production or ~~of the plant~~ ~~operations~~ due to delay in securing such help. The employee or employees called in to fill such vacancies shall be paid the regular rate of the job from the calling time, provided the employee reports for work within one (1) hour after being notified to report.

## **Article 12 CALL- IN PAY**

### **Section 1.**

"Call-in" is when a supervisor or Management specifically requests an employee to return to the plant to do unscheduled, unforeseen or emergency work after the employee has left the plant premises upon completion of his regular day's work but before he is scheduled to return to work the next day.

### **Section 2.**

When an employee is called in on such a service call, he shall be paid four (4) hours' pay at his regular rate or he shall be paid for the actual hours worked at the applicable premium time, which ever is greater; provided, however, that when an employee has been called into the plant for a type of situation specified in Section 1 above, he may be required to remain in the plant for service on other unscheduled, unforeseen emergency work during said four (4) hour period.

## **Article 13 TEMPORARY TRANSFERS**

### **Section 1.**

A. Management reserves the right to transfer at work department employees from one classification to another classification as needed to satisfy operational requirements. These transfers may occur before employees assigned to the labor pool are utilized.

B. Any employee temporarily transferred to any other job paying a lower rate shall be paid his base hourly wage rate,

including incentive or bonus, if work is available for the employee(s) on their job. If work is not available on their job, they shall be paid the rate of the job to which transferred, including incentive or bonus.

## **Article 14 NON-DISCRIMINATION**

### **Section 1.**

It is the policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, sex, age, national origin, religious belief, qualified handicap which does not preclude an individual from satisfactorily performing the job, or veteran's status.

## **Article 15 SHIFT DIFFERENTIAL**

### **Section 1.**

The shift differential for the second (2nd) or afternoon shift shall be twenty-five cents (\$.25) per hour and the and the shift differential for the third (3rd) or night shift shall be thirty cents (\$.30) per hour and such shift differentials shall be paid in accordance with the following procedure for all hours worked.

### **Section 2.**

The second (2nd) or afternoon shift and the third (3rd) or night shift shall be identified as follows:

- a. Second (2nd) or afternoon shift: Includes all operations regularly scheduled to commence between 1:00 p.m. and before 9:00 p.m.
- b. Third (3rd) or night shift: Includes all operations regularly scheduled to commence between 9:00 p.m. and before 4:00 a.m.

### **Section 3.**

All hours worked by an employee during a work day shall be considered as being worked on the shift on which he starts to work, except that any employee working his regularly scheduled shift and for any reason works over one (1) hour overtime into another shift will receive shift differential

pay, if applicable, for all hours worked on time or overtime.

**Section 4.**

Shift differentials shall 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), bonus or other similar payments, except as required by law.

**Section 5.**

Shift differentials shall be paid for "call-in" time and "reporting for work" time when the time for which payment is made would have called for shift differential if worked.

## **Article 16 INCENTIVES**

**Section 1.**

Incentive compensation is a premium paid for the effective application of skills and effort above normal. Properly designed incentive or extra pay plans will result in increased production and efficiency, increase the earnings of employees and reduce the costs of the Company. The establishment of new incentive systems shall be at the discretion of the Company. Existing incentive or extra pay plans will be maintained unless they are revised pursuant to Section 2 or are discontinued by mutual agreement.

**Section 2.**

The Company shall periodically review and, when necessary, revise its incentive and/or extra pay plans and incentive and extra pay rates. Where there has been a measurable change, or an accumulation of changes resulting in measurable change, made in method, product, quality, equipment or working conditions, the Company shall restudy the job or jobs affected, and establish new standards that are appropriate.

**Section 3.**

A. The Company will explain to the Union Committee involved the details of the new or revised incentive or extra pay

plan. The plan may be installed for a thirty (30) working day trial period, during which the Union pledges a fair trial. Following installation of the plan, periodic meetings shall be held to review the progress of the plan and to correct any inequities therein.

B. If, after the expiration date of the trial period, the Union wishes to contest the Company position, the Union may submit a grievance directly into Step 3 of Section 3 of Article 8, Grievance Procedure.

#### **Section 4.**

An employee when working on an incentive or extra pay plan shall be guaranteed the base hourly wage rate of the job.

#### **Section 5.**

Incentive or extra pay rates shall be made available to the employees involved for their inspection.

## **Article 17 LUNCH AND REST/RELIEF PERIODS**

#### **Section 1.**

For purposes of this Article, 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 schedule shall be defined as non-continuous.

#### **Section 2.**

Except as provided in Appendix A of this Agreement, if applicable, all employees scheduled for a normal work day on continuous machine-paced operations shall be granted a twenty (20) minute paid lunch period in approximately the middle of their scheduled shift and a ten (10) 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 receive the continuous machine-paced operation lunch/ rest/relief schedule for the balance of that shift.

**Section 3.**

A. Except as provided in Appendix A of this Agreement, if applicable, all employees scheduled to work on non continuous operations shall be granted a thirty (30) minute unpaid lunch period in 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 fifteen (15) 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.

B. The thirty (30) minute unpaid lunch period for employees on non-continuous operations may be waived by request on a department by-department basis and Management approval.

**Section 4.**

Should unreasonable unforeseen working conditions prevail, the Company will give fair consideration to correcting or providing additional relief at the request of the Union.

**Section 5.**

It is the intention of the Company and the Union that no employee shall be required to perform any work during his regularly assigned lunch or rest/relief periods. In the event that, due to unusual conditions, an employee is required to perform work during his regularly assigned lunch or rest/relief periods, he will be provided alternate lunch or rest/relief time during the course of that same shift.

## **Article 18 WORK OF SUPERVISORS**

**Section 1.**

Supervisors or salaried workers shall not perform work customarily performed by members of the Union, except in cases of extreme emergency (such as fires, floods, power or fuel failures), experimental work, provided no substantial amount of work is performed, necessary instruction and the making of minor adjustments and changes, and provided personnel doing such work are not available.

**Section 2.**

Notwithstanding the above, to maintain and improve production efficiency, the supervisor may assist the employee in making improvements.

**Section 3.**

It is the Company's intention to confine and assign bargaining unit work to members of the bargaining unit instead of to supervision, except as provided above.

**Article 19  
LEAVES OF ABSENCE**

**Section 1.**

At the discretion of Management, an employee may be granted a personal leave of absence of not less than five (5) days not to exceed thirty (30) days without loss of seniority. An employee desiring a personal leave of absence shall file application with the Human Resources Department on a form provided for such purpose.

**Section 2.**

Any employee who uses a leave for any other purpose than for which granted or fails to return to work upon expiration of his leave will be removed from the payroll as a voluntary quit; provided, however, that if an employee's failure to return to work on time is due to some unavoidable emergency which is proven to Management to make it impossible for the employee to return to work at the end of the employee's leave, the failure will be excused if the employee has notified Management of the emergency as soon as possible and the employee does return to work as soon as the employee can, consistent with the other provisions of this Agreement.

**Section 3.**

Notwithstanding Section 1 or 2 above, any employee who is elected to serve as a regular officer or representative in the employ of the National Union shall, upon request, be granted a leave of absence to serve the National Union for a period not to exceed ten (10) years unless such leave was extended by agreement between the Company and the Union for an additional two (2) years.

## **Article 20**

### **LOBBY FOR GLASS INDUSTRY**

#### **Section 1.**

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

#### **Section 2.**

The Company shall compensate any employee who it requests to conduct any business under this Article. Such compensation shall be at the employee's base hourly wage rate for time lost from work, and reasonable expenses, as a result of the Company's request.

## **Article 21**

### **FUNERAL LEAVE**

#### **Section 1.**

In the event of the death of a step-parent, mother-in-law, father-in-law, sister, brother, half-sister, half-brother, grand child, grandparent, son-in-law, or daughter-in-law of an employee who has completed his probationary period, the employee shall receive three (3) consecutive work days off, within seven (7) calendar days of the death, with pay (not in excess of three (3) shifts) at his base hourly wage rate for time lost from work on such days. Reasonable requests for additional time off without pay in connection with the death will be honored.

#### **Section 2.**

A. In the event of the death of a spouse, parent, son, daughter, or stepchild of an employee who has completed his probationary period, the employee shall receive five (5) consecutive work days off, within seven (7) calendar days of the death, with pay (not in excess of five (5) shifts) at his regular base hourly wage rate for time lost from work on such days. Reasonable requests for additional time off without pay in connection with the death will be honored.

B. In the event of a multiple death covered under this Section 2, the employee will be granted five (5) additional consecutive work days off with pay for time lost from work on such days.

### Section 3.

It is understood that in the event the death of a relative referred to in Sections 1 and 2 above occurs while the employee is on vacation, the vacation period will be extended by the number of days of paid funeral leave the employee is entitled to pursuant to this Article, provided the employee notifies the Company as soon as possible of the death of the relative involved so that the employee's return to work can be properly scheduled.

## **Article 22 VACATIONS**

For vacation purposes, the calendar year in which the employee is working toward earning a vacation and vacation pay is the "calculation year" and the calendar year which immediately follows the calculation year is the "vacation year" during which vacations are taken and/or paid.

### Section 1.

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

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

Provided, however, an employee who by virtue of his continuous service becomes eligible for a second (2nd), third (3rd) or fourth (4th) week of vacation by November 30th of the vacation year shall be entitled to receive vacation pay and

time off after his anniversary day for such an additional week of vacation in that vacation year if he is otherwise eligible. If an employee who has not received an anniversary day of his continuous service becomes eligible for such an additional week of vacation, he shall be entitled to receive vacation pay for such an additional week of vacation if he is otherwise eligible, but shall not receive additional time off in that vacation year.

B. The vacation pay calculation shall be based upon the employee's base hourly wage rate of his bid, bump, or otherwise permanently assigned classified job in effect at the time of his vacation.

It shall be the Company's prerogative to grant the third (3rd) and fourth (4th) weeks of vacation separately if deemed necessary to do so to maintain the continuity of plant operations.

C. 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 towards the employee's vacation rights after the employee has again worked with the Company for more than three (3) years.

## **Section 2.**

A. Any employee who is on the Company's payroll at the end of a calendar year, and who has worked more than four hundred (400) hours but less than one thousand (1000) hours during such calendar year shall receive vacation with pay on the basis of two percent (2%) of their total hours worked during such calendar year times his base hourly wage rate for each week of vacation to which he is otherwise entitled. Any employee who is on the Company's payroll at the end of a calendar year and who has worked greater than thousand (1000) hours and less than twelve hundred (1200) hours during the calendar year shall receive vacation with pay on the basis of three percent (3%) of their total hours worked during such calendar year times their base hourly wage rate for each week of vacation to which they are otherwise entitled.

B. An employee(s), if they desire, may take the amount of weeks they are entitled to even though they will only receive a percentage of vacation pay.

### Section 3.

A. Hours of work lost due to an industrial accident for which weekly disability benefits are received by the employee from the Industrial Commission of Ohio, will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualifications. Any hours of work lost due to an industrial accident for which only medical benefits are received from the Industrial Commission shall not be computed as hours worked for the purpose of vacation hours qualifications. Actual hours of work due to personal attendance at a hearing before the Industrial Commission of Ohio on the employee's Industrial injury claim will be computed as hours worked for the purpose of vacation hours qualification.

B. However, any employee who has received weekly industrial or disability benefits and who has not worked for one (1) year can only use the weekly industrial disability benefits for a maximum of fifty-two (52) consecutive weeks for the purposes of vacation hours qualification and the employee shall not be further entitled to vacation with pay until he again qualifies for vacation with pay pursuant to Section 1 or 2 above.

C. Hours lost on temporary official National Union business limited to sixty (60) days, plus an additional sixty (60) days when jointly authorized by the National President of the Union and the Vice President of Human Resources for the Company per calendar year will be computed as hours worked, not to exceed forty (40) hours per week, for the purpose of vacation hours qualifications. Hours of work lost in attendance as an official delegate to the convention of the Union or as an official conferee at joint wage negotiating conference between the Union and the Company and pre-negotiations meetings will be computed as hours worked (not to exceed forty (40) hours per week) for the purpose of vacation hours qualification.

### Section 4.

Any employee who quits or is terminated shall be paid any vacation pay for which he has qualified during the previous calendar year but which he had not received.

### Section 5.

Any employee who retires shall receive vacation with pay for hours worked in the year in which he retires based upon the applicable schedule provided in Section 1 or 2 above.

Vacation Scheduling

A. Beginning January 15th of each vacation year, every employee eligible for vacation time off may schedule the vacation time off to which he is entitled in accordance with the below-listed procedure. Vacations will, insofar as practical, be granted at the time requested by the employees; provided, however, that in the event employees' 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.

1. During the period January 15th to March 1st of each vacation year, requests for vacation time off will be maintained on a list posted in each department. In the event there are requests in excess of the quotas allotted for each classification in any particular vacation time slot, department seniority shall govern for vacation scheduling requests made during this period of time.
2. Beginning March 1st of each vacation year, the remainder of the vacation time slots on the posted list shall be filled on a first-come, first-served basis.
3. Employees entitled to vacation may schedule up to two (2) weeks of available vacation in increments of not less than one (1) day, provided said day or days are scheduled at least one (1) week in advance with their immediate supervisor.

#### Section 7.

The Executor, Administrator or designated heir (or heirs) of any deceased employee shall receive vacation pay earned by the deceased employee in the calendar year of his death as provided by the Ohio Law. Payment will be made on the schedule of hours qualifications outlined in Section 1 or Section 2 of this Article, whichever is applicable.

## **Article 23 HOLIDAYS**

#### Section 1.

A. The recognized holiday groupings for all holidays for the term of this Agreement shall be as follows:

**July 4th Holiday Grouping**

This grouping will consist of four (4) holidays and will always include the 4th of July. The arrangement of the other three (3) holidays will be the decision of the Company.

**Labor Day Holiday Grouping**

This grouping will consist of three (3) holidays and will always include Saturday, Sunday and Monday (Labor Day).

**Christmas Holiday Grouping**

This grouping will consist of four (4) holidays including December 24th, December 25th, December 26th, and December 27th.

**Personal Holiday**

This holiday will be taken at the employee's discretion consistent with present scheduling practices.

B. The Company agrees that there will be no production on Labor Day, Christmas Day and one (1) other holiday listed in this Article, such other holiday to be designated by the local plant management.

C. Notwithstanding the provisions of Paragraph A above, the Distribution Department shall observe three (3) days of the July 4th holiday grouping and three (3) days of the Christmas holiday grouping to include December 24th, December 25th, and December 26th. The remaining holiday groups will continue to be observed as per this Article. The two (2) days not used from these groupings will be observed on Memorial Day and Thanksgiving Day.

**Section 2.**

Employees required to work on any of the above-named holidays shall be paid double time for such work, and in addition, holiday pay if otherwise eligible as provided in the remainder of this Article.

**Section 3.**

Work on the holidays shall be voluntary with the individual workman except it is agreed that those employees who are scheduled to work in order to assure the safety, repair, maintenance, protection and plant start-up, or to handle any

emergency situations in the plant will work. When the plant is scheduled to operate on a holiday, all employees scheduled to work must work. However, the intent is to

ensure to make sure that there is sufficient number of qualified employees to cover the jobs and operations scheduled for production on any particular holidays, when production is permitted. Accordingly, if senior employees are scheduled for work who request to be excused they will be excused if other qualified employees including those on layoff, are available and have been scheduled to work after being notified of the opportunity to work on the holiday.

#### **Section 4.**

A full-time employee who has completed his probationary period shall be paid for one (1) regular shift at his base hourly wage rate for his bid, bump, or otherwise permanently assigned classified job for each of the above-named holidays when no work is performed, subject to the following provisions:

1. Such employee must work, or be available for work at his regular job on his regularly scheduled work day next preceding and next following the holiday period (and the holiday if scheduled to work).

2. No payment will be made to employees for holidays not worked due to disability or leave of absence for any reason. An employee on layoff would be determined eligible for holiday pay if the absence from work did not exceed twenty (20) days, but not including holidays, days off, vacation days, National Guard Duty, time at Union conference or convention, or funeral leave, or shutdown or partial shutdowns of the plant, and otherwise meets the requirements set forth in Item 1 above.

#### **Section 5.**

The Company will make every reasonable effort to post a notice with regard to any holiday shutdown period and operations scheduled to work during such shutdown at least seven (7) days in advance of any holiday shutdown.

#### **Section 6.**

Holiday hours, whether worked or not worked, shall count as eight (8) hours worked in the calculation of weekly over-

time when the holiday falls on an employee's regularly scheduled working day.

**Section 7.**

The day off schedule will be followed in each department during the week in which a holiday is observed.

**Article 24**  
**INSURANCE PROGRAM**

**Section 1. Active Employees.**

A. For the full term of this Agreement, the Company shall maintain the group insurance program in effect on September 30, 2000, as provided for by the Summary Plan Description dated January 1, 1996, and as amended by Attachment #1 of the 2000 Settlement Agreement, and said program is hereby incorporated by reference.

**Section 2. Active Employee Contributions**

A. Employees shall contribute bi-weekly employee contributions through payroll deduction for group insurance as follows:

Option A		Option C
Single	Family	Family
\$23.74	\$63.64	\$2.85

B. The Company and the Union agree that a true cost sharing basis be used for employee contributions for the group insurance program. Effective the first pay period on or after January 1, 2002, and for every year through 2005, employee contributions for coverages that require contributions will increase/decrease by an amount equal to twenty five per cent (25%) of the increase/decrease in total group insurance program cost for that coverage subject to a maximum contribution increase/decrease of fifteen per cent (15%) in any one year. Such employee contribution calculations shall be made in accordance with established past practice and shall be forwarded to and then reviewed with the Union's designated representative in December of each year.

**Section 3. Laid Off and Disabled Employees**

**A. Laid Off Employees**

Employees on layoff status out of the plant will have the group

insurance coverage for which they are enrolled at the time of layoff continued for the first three (3) months of layoff, provided the employee pays the monthly contribution in advance on the first of each month. Coverage will terminate on the last day of the contract month. During said period the monthly contribution will be the same as an active employee.

**B. Disabled Employees**

Employees on occupational or non-occupational disability status out of the plant will have the group insurance coverage for which they are enrolled at the time of disability continued for the first six (6) months of disability, provided the employee pays the monthly contribution in advance on the first of each month. Coverage will terminate on the last day of the contract month. During said period the monthly contribution will be the same as an active employee.

C. At the expiration of the applicable period provided for by paragraphs A or B above, the employee's group insurance coverage will be terminated and he/she will be entitled to continued coverage in accordance with federal law (COBRA), less the applicable period provided for by paragraphs A or B above.

**Section 4. Retired Employees**

For the full term of this Agreement, the Company shall maintain the retiree group insurance programs in effect on September 30, 2000, as provided for by the summary Plan Description dated January 1, 1996, and as amended by Attachment #1 of the 2000 Settlement Agreement, for all bargaining unit retirees of record as of September 30, 2000, and active employees who subsequently retire to Company pension during the term of this Agreement and said programs are hereby incorporated by reference.

**Section 5. Future Retiree Contributions**

Employees who retire on or after October 1, 2000, (future retirees) shall be required to pay monthly contributions for group insurance coverages that require contributions. Such contributions shall be made through pension deduction on a per participant basis as follows:

PPO < 65 Plan Medical Only	PPO < 65 Plan Medical & Dental
\$78.62	\$87.02

Effective January 1, 2002, and for each January 1st through 2005, the future retirees' contributions shall increase/decrease

by an amount equal to twenty-five per cent (25%) of the increase/decrease in total group insurance program cost for that coverage subject to a maximum contribution increase/decrease of fifteen per cent (15%) in any one year.

## **Article 25 RETIREMENT INCOME PLANS**

### **Section 1.**

For the full term of this Agreement, the Company shall maintain the Newell Pension Plan for Factory and Distribution Hourly Paid Employees that first became effective January 1, 1996, as detailed in the Summary Plan Description dated January 1, 1996, which is hereby incorporated by reference.

### **Section 2.**

For the full term of this Agreement, the Company shall additionally maintain the Retirement Plan first effective January 1, 1955, and last amended January 1, 1996, as detailed in the Summary Plan Description dated January 1, 1996 for all employees hired prior to January 1, 1996 and which provides that there shall be no future benefit accruals for current employees after December 31, 1995 and that no additional employees shall become eligible to participate thereunder after December 31, 1995.

### **Section 3.**

Effective January 1, 1996, all employees covered by this Agreement shall be eligible to participate in the Newell Long-Term Savings and Investment Plan. Participation in such Plan shall be voluntary and participants in the Plan shall be subject to the same terms and conditions, which may be changed by Management from time to time, as are applicable to all other groups of employees covered by such Plan.

## **Article 26 METHOD OF PAYMENT**

### **Section 1.**

All employees shall receive their earnings in full at least every two (2) weeks and not more than one (1) week's earnings shall remain unpaid when this payment is made.

When a pay day falls on a holiday, ~~the company~~ \_\_\_\_\_  
on the preceding day if possible.

## **Article 27 UNION LABEL**

### **Section 1.**

The official Union label shall appear on all cartons, cases, or containers, of any kind, or on ware if buyer desires. The Company will cooperate fully with the Union in promoting the use of the Union label.

## **Article 28 SEPARABILITY PROVISION**

### **Section 1.**

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

## **Article 29 JURY DUTY**

### **Section 1.**

A. Any employee covered by this Agreement who is called for jury duty will receive his regular base hourly wage rate not in excess of forty (40) hours per week without bonus, for time lost from work as a result of such call for jury duty.

B. An employee on jury duty who is regularly scheduled for work on a first/day shift or a second/afternoon shift will be excused from work and paid as indicated above for such shift(s).

C. An employee on jury duty who is regularly scheduled for work on a third/night shift will be excused from work and paid as indicated above for the third/night shifts preceding and following his scheduled jury duty. However, it is understood that the employee will, at the earliest opportunity, notify his immediate supervisor when he will be available to return to work. It is also understood that if an employee's jury

duty is cancelled, he will return to work for the balance of his shift if requested by his supervisor to do so .

D. Hours lost due to jury duty shall be computed as hours worked toward vacation. Such hours will be included in the computation of overtime and other premium time.

## **Article 30 EMPLOYEE DISABILITIES**

### **Section 1.**

Any employee who is injured while on duty and who is sent home by a physician, nurse, or his supervisor on the day he is injured as a result thereof shall receive his full pay for the day on which the injury occurs at his regular base hourly wage rate regardless of the time of day when the employee is injured.

### **Section 2.**

When an employee is off work due to a Worker's Compensation or other disability and the Company challenges the determination of the employee's personal physician as to whether the employee is or is not disabled, the Company may require that the employee be examined by a Company physician and if that Company physician and the employee's personal physician agree on whether the employee is or is not disabled, such determination shall be final. However, if the Company physician and the employee's personal physician disagree as to whether the employee is or is not disabled, the matter shall be resolved on the basis of the final decision of a third physician who shall be chosen by agreement between the Company physician and the employee's personal physician.

## **Article 31 SUSPENSION AND DISCHARGE**

### **Section 1.**

It is understood and agreed that during the life of this Agreement, no employee shall be immediately discharged but, rather, shall first be suspended for a period not to exceed seven (7) days pending discharge. Any grievance with regard to suspensions and/or discharges must be presented to Management, in writing, within seven (7) working days of the suspension or discharge and the grievance will be entered at Step 3 of the grievance procedure.

**Article 32**  
**JOB EVALUATION**

**Section 1.**

The Job Evaluation Plan shall cover all employees in the collective bargaining units referred to in Article 1, Section 1, of this Agreement. The Plan is described in the booklet entitled "Consumer Products Division Hourly Job Evaluation Plan" dated October 1, 1989, which is incorporated by reference into this Agreement.

**Section 2.**

All existing descriptions and evaluations for all job classifications have been completed in accordance with the principles of the Job Evaluation Plan and the parties agree that unless a job classification has significantly changed there shall be no grievances filed or processed concerning such job classification or assigned labor grade. However, it is understood that any disagreement between the Company and the Union with respect to the evaluation of a new or significantly changed existing job classification may be entered at Step 3 of the grievance procedure. In the event it is determined that a job classification has not been evaluated in accordance with the principles of the Job Evaluation Plan, the Company shall make the appropriate adjustment to make the evaluation of the job classification involved conform to the principles of the Plan and such adjustment(s) shall be retroactive to the date the grievance is filed.

**Section 3.**

The Company will pay the negotiated base hourly wage rates of pay for the various labor grades as set forth in Article 5, Wages, of this Agreement and as provided for under the Job Evaluation Plan.

**Article 33**  
**PLANT WORK**

**Section 1.**

The Company shall have the exclusive right to determine the location, relocation or termination of its plant facilities or parts thereof.

## **Section 2.**

A. The Company states that it will be its policy and intention to use the employees covered by this Agreement and will not sub contract work customarily performed by such employees to another firm or transfer such work to another of its plants not covered by this Agreement unless adequate existing equipment and/or other facilities are not available to perform the work when it is needed or unless the Company does not have employees covered by this Agreement in sufficient number and/or with sufficient skill to perform such work when needed or unless such work cannot be done in the plant covered by this Agreement as economically as it can be done in some other firm or plant, or unless it is deemed necessary to transfer or subcontract such work because of other demands on such equipment and other facilities to do other work which is to be performed.

B. Any dispute arising as a result of action taken by the Company under this Article shall be reviewable under the Grievance and Arbitration Procedure provided in this Agreement.

## **Article 34**

### **PAYMENT FOR ATTENDANCE AT LABOR-MANAGEMENT MEETINGS**

## **Section 1.**

It is the agreed practice with Local Union Nos. 25, 60, 540, 561, 575, 576, 577 and 578 that payment of employees who attend meetings between the Company and the Union is:

If an employee is working and comes to a meeting, regardless of who calls the meeting, the employee is paid for the employee's lost time from the employee's job.

If an employee is not working and comes in for a meeting, the employee is not paid by the Company, regardless of who calls the meeting.

## **Section 2.**

It is the agreed practice with Local Union No. 144 that payment of employees who attend meetings between the Company and the Union is:

When the Company calls the meeting, the Company will pay the employees attending.

When the Union calls the meeting, the Company will not pay the employees attending.

## **Article 35**

### **SAFETY EQUIPMENT**

The Company shall comply with all Federal and State laws with regard to government-mandated safety equipment. Further, the Company has agreed to provide additional safety equipment as follows:

#### **Section 1. Gloves.**

Where gloves are required in performing certain operations, the Company shall provide new or clean used gloves, depending upon the operation involved, at no cost to the employees. The Union will cooperate with the Company to insure the efficient use of gloves issued. All glove transactions shall be handled by the employee's supervisor and no glove re-issues will be made without the return of old gloves.

#### **Section 2. Safety Glasses.**

To the extent provided for by the Company's Safety Glasses Program and Procedures, the Company will assume the cost of furnishing safety glasses to all employees, including glasses ground to prescription if the examination is paid for by the employee and the prescription is submitted to the Company.

#### **Section 3. Safety Shoes.**

A. In areas of the plant where employees are required to wear steel-toed safety shoes, the Company will reimburse affected employees up to eighty dollars (\$80.00) toward the purchase of safety shoes once each twelve (12) month period from the date of last purchase.

B. In areas of the plant where employees are required to wear steel-toed safety shoes with metatarsal guards, the Company will reimburse affected employees up to one hundred and five dollars (\$105.00) toward the purchase of said safety shoes once each twelve (12) month period from the date of last purchase.

## **Article 36 BULLETIN BOARDS**

### **Section 1.**

The Company shall provide a bulletin board for each Local Union at Plant 1, including the Distribution Center for use by the Local Unions.

## **Article 37 REVIEW MEETINGS**

The Company and the Union will have a contract review meeting in Lancaster, Ohio, during the month of April, 2003. One (1) month prior to the meeting the parties will exchange a written agenda of subjects, in some detail, to be discussed. The meeting will be up to two (2) days.

## **Article 38 EMPLOYEE TOOLS**

Employees in craft classifications who are required to furnish and use their own tools/tool boxes in the performance of their jobs shall be reimbursed by the Company up to a maximum of two thousand dollars (\$2000.00) should said tool/ tool

boxes be destroyed on Company property by fire, flood, or other similar disaster.

## **Article 39 SEVERANCE PAY**

### **Section 1.**

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

### **Section 2.**

Any employee who is laid off because of a plant or department closing shall have the right to exercise their plant seniority in displacing to other departments covered by this Agreement.

DATED and EXECUTED on the ninth day of October, 2000.

Vicki Skonka

Vicki Skonka  
Vice President, Human Resources

Margaret Horner

Margaret Horner  
Vice President, Operations

Charles M. Smith

Charles Smith  
Superintendent, Primary Operations

Mark Hamann

Mark Hamann  
Superintendent, Secondary Operations

Fred Stoltz

Fred Stoltz  
Manager, Machine Shop &  
Machine Repair

Dennis Harvey

Dennis Harvey, Local 25

Ron Miller

Ron Miller, Local 60

Joseph Scholtz

Joseph Scholtz, Local 140

Kyle Hanson

Kyle Hanson, Local 144

Chris Hall

Chris Hall, Local 540

Robb Burcham

Robb Burcham, Local 540

Harold Wolfinger

Harold Wolfinger, Local 540

Vernon Stamburzer

Vernon Stamburzer, Local 561

Lewis Kaestler

Lewis Kaestler, Local 561

Joe Cocchio

Joe Cocchio  
National President

David Luustal

David Luustal  
National Secretary-Treasurer

Ken LaFever

Ken LaFever  
National Representative

Sam Farrington

Sam Farrington  
National Representative

For LOCAL UNION NOS. 25, 60, 144, 540,  
561, 575, 576, 577, and 578:

Charles H. Frank

Charles H. Frank, Chairman  
Executive Council

Mike Thomas

Mike Thomas, Local 575

Steve Poston

Steve Poston, Local 576

Carl Larson

Carl Larson, Local 576

Marcia Eckard

Marcia Eckard, Local 576

Mark Tignor

Mark Tignor, Local 577

Troy McCremmon

Troy McCremmon, Local 577

Curtis Knight

Curtis Knight, Local 578

Larry Blush

Larry Blush, Local 578

## APPENDIX A LUNCH/RELIEF SCHEDULE

### Continuous Machine-Paced Operations

#### Forming

Operator, Similar Job	10/16-5/15: 10 minutes relief after each 50 minutes of work
Classifications	5/16-10/15: 10 minutes relief after each 40 minutes of work

H-28 Specialist, Feeder Man, Floor Operator	Same as above but not physically relieved
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#### Secondary Forming

Secondary Forming Equipment Operator, Similar Job	10/16-5/15: 10 minutes relief after each 50 minutes of work
Classifications	5/16-10/15: 10 minutes relief after each 40 minutes of work

	Paid Lunch	No.	Paid Relief Each Break
Selector portion of Selector/Packer	20 minutes	5	10 minutes
Selector/Packer	20 minutes	4	10 minutes
Other	20 minutes	3	10 minutes

### Non-Continuous Operations

	Unpaid Lunch	No.	Paid Relief Each Break
<b>Decorating</b>			
Selector portion of Selector/Packer	20 minutes	5	10 minutes
Selector/Packer	20 minutes	4	10 minutes
Machine Attendant	20 minutes	5	10 minutes
<b>Set Pack</b>	20 minutes	5	10 minutes
	Paid Lunch	No.	Paid Relief Each Break
<b>Paper Receiving And Paper Storage</b>	20 minutes	2	10 minutes

Distribution/Warehouse 20 minutes 2 10 minutes

for non-continuous operations may be redistributed at the department's request and Management approval.

## APPENDIX B

### LOCAL SUPPLEMENTAL AGREEMENTS

The following Local Supplemental Agreements between the Company and the respective listed Local Union(s) are to be construed as a part of this Agreement and do not exceed nor are in conflict with the provisions of said Agreement. Said Local Supplemental Agreements are subject to change at any time during the term of this Agreement provided such changes are approved in writing by the authorized representatives of the Company, the National Union, and the applicable Local Union(s).

#### Local 25 - Trades

1. When a temporary slackness of work occurs due to a temporary reduction in orders, furnace repairs, etc., the employees shall not be laid off, but the work will be equally divided among employees competent to perform it within their respective job classifications. Division of time will be for up to thirty (30) working days, at the end of which the Company and the Union will meet to discuss appropriate action, and reach mutual agreement.

1b. Reduction in Force. In the event of a permanent reduction at the West Side Manufacturing or the Distribution Center, employees may exercise their recognized Skilled Maintenance Trades Group Seniority in a classification within the group which they previously permanently held and are currently qualified to perform all aspects of the job. The ability of the employee to perform all aspects of the job will be determined within a thirty (30) day trial period by management. For purposes of layoff and recall, the employee will be placed in the classification based upon recognized Skilled Maintenance Trades Group seniority. However, they will be the least senior person in that group for job assignment.

2. Electrical/Electronic Technician "A" or Chief will have the right to be present for all scheduled vendor service repairs on furnace computer control equipment.

3. Automatic Handling Call-In/Overtime Procedure;

a. **Set-Up Crew:** The two (2) man crew that normally works on the particular piece of equipment in question is called first regardless of their seniority. If they cannot be reached then the rest of the set-up group is called in order of seniority. If not enough men are contacted then the two (2) employees who are scheduled to work the following shift are called in early.

Whenever partial set-up crew is scheduled to work on Saturdays, they are scheduled in such a way as to give equal time to all of the set-up personnel. In the event there are not enough people available to schedule Saturday work, then the relief men are scheduled. If this will not work out, then the most senior person who has that day off is scheduled.

Personal holidays, sickness and vacations are covered by the available relief men.

b. **Shift Person:** In the event a person calls off for his shift, the shift will be covered by working the previous shift person over four (4) hours on the tank where the person who called off is assigned to work on a daily basis, regardless of seniority. Then the person on the following shift on that same tank is called to come in four (4) hours early. If he cannot be reached, then the other person who is coming in on the following shift will be called. If neither can be reached, then the person who is working over is required to work both shifts.

Personal holidays, sickness and vacations are covered by the two (2) relief men.

4. **Machine Repair Set-up Crew:** When apprentice(s) assigned to the set-up crew perform a job which is eligible for bonus pay, the most senior journeyman in the set-up crew rotation, who is not then performing a job which is eligible for bonus pay, will also receive the bonus pay. The Shift Mechanic assigned to the day shift that day will also receive bonus pay.

**Local 60 - Machine Shop**

1. When a temporary slackness of work occurs due to a temporary reduction in orders, furnace repairs, etc., the employees shall not be laid off, but the work will be

equally divided among employees competent to perform it within their respective job classifications. Division of time will be made on a (20) machine basis at the end of which the Company and the Union will meet to discuss appropriate action, and reach mutual agreement.

2. Hours of work will be arranged in shifts that are satisfactory to both the Company and the Shop Committee.

The regular schedule is Monday through Friday.

First shift: 6:30 a.m. to 2:30 p.m.

Second shift: 2:30 p.m. to 10:30 p.m.

Saturday and Sunday: 6:30 a.m. to 2:30 p.m.

Thirty (30) minutes of paid break time will be observed during each eight (8) hour shift.

#### Local 144 - Forming

1. When a temporary slackness of work, causing layoff in Local 144 occurs within plant operations, Journeymen Operators will have first preference for all work, without regard to shift.
2. Journeymen Operators have first priority for all operating work, and will be given preference for overtime and premium work, including Sunday and holiday work. When Journeymen or Apprentices are not available at straight time, Journeymen are given preference for overtime and double shifts.
3. Day off and shift assignments of Journeymen Operators may be changed when agreed upon between the individual operator and his supervisor with notification to the shift committee, including the week in which a holiday is observed.
4. In the event of a bent stem, forming machine wreck or replacement of tubes, needles, rotors and orifice rings, whether the appropriate set-up employees are called in or not for repairs, the Lead Operator, Apprentice Operator, or Operator and Supervisor assigned to this machine, with the assistance of the Shift Millwright, will proceed with removing and replacing the bent stem or repairing the minor wreck. In such case, the Lead Operator, Apprentice Operator, or Operator who worked on the repair will be paid two (2) hours pay at the Lead Operator base hourly rate. Work historically performed by Machine Operators, such as removing plungers, rings, blowmolds, molds,

spring assemblies, blanks, etc., is not intended to be covered under this pay provision.

5. Nothing in this Supplemental Agreement shall be construed to permit Operators or Lead Operators to perform work that has been exclusively done by the Trades Department (Local 25). It is understood that the Operators and Lead Operators will cooperate with members of Local 25 in the performance of said work.
6. Whenever it becomes necessary to replace hot spouts, two (2) Feeder personnel or two (2) Operators or a combination of one (1) Feeder Person and one (1) Operator assigned by Management to work on replacement of hot spouts (two people per spout change; one must have prior experience) shall receive eight (8) hours pay at the applicable rate.

#### **Local 540- Select and Pack**

When there is a scheduled or an unforeseen change in the work schedule resulting in employees having less than 8 hours of work in their department due to, including but not limited to, job changes, pack changes, equipment downtime, material shortages and/or color changes, employees may be temporarily transferred in the following manner:

1. Employees will be transferred in the following order: temporary employees, labor pool employees, and then by least senior in the department. Employees will be returned to the transferring department in the following order: the most senior, labor pool and then temporary employees.
2. When possible, the employees will be scheduled on job change lines in the order specified in part 1 of this procedure.
3. When there are more than three (3) people on a line and the line has been running for at least three (3) hours of the current shift, management can transfer the existing crew on that line out of the department for the remainder of the shift. If the line goes down before three (3) hours in the shift or if there is less than three (3) people on the line, management will transfer employees as in part 1 of this procedure.
4. While performing jobs in another department, the employees will receive the amount of relief time and lunch required. If employees have not been returned to their transferring department by the time the last regularly scheduled lunch break has begun, the employees will be relieved for lunch at that time.

5. When there are volunteers to come in late (for job changes etc.) they will be reassigned based on their seniority.

**Overtime Scheduling:**

1. The work schedule will be posted prior to the beginning workweek.

2. Volunteer sign up sheets will be posted for the shift openings for the required number of employee(s).

3. Departmental overtime will be awarded according to seniority, volunteer down, force up.

4. Voluntary overtime will be awarded as follows:

A. Overtime will be awarded in four (4) hour increments first to the most senior volunteer(s) assuming there is a match.

B. If there is no match, overtime will be awarded in eight (8) hour increments to the most senior eight (8) hour volunteer(s). Eight (8) hour early volunteer(s) will have precedents over eight (8) day off volunteers(s).

C. Employee(s) must sign the overtime sheet and specify four (4) hours and/or eight (8) hours. Employee(s) will only be considered for the increment(s) they specify. More than one increment of time can be specified by the employee(s).

D. Failure to specify overtime hours will result in a waiver of the employee(s) right to work said overtime.

5. Scheduled/forced overtime hours will be assigned as follows:

A. Temporary employee(s) will be scheduled first, departmental Labor Pool employee(s) second, least senior department employee(s) third, then regular Labor Pool employee(s).

B. Machine Attendants (Auto Palletizing), Equipment Coordinator, Lab Technician, Checker and Material Handlers will be forced to work overtime when the Company is utilizing mandatory overtime.

C. First shift employee(s) will not be scheduled/forced to start at 3 A.M.

D. If scheduled/forced overtime is not needed, the Company will notify the affected employee(s) at least two (2) hours prior to the start of said overtime. The employee(s) must have a 24 hour valid working contact phone number where messages can be received seven (7) days/week.

E. If late volunteers come forward after overtime has been assigned, the most senior forced overtime employee(s) may be released.

### **Local 561 - Mix-Melt/Yard**

#### **1. Employees on the 7-1-7-1-7-5 Schedule:**

Employees working this schedule will be paid time and one-half for all hours worked on their day off, providing all other hours in their normal work schedule have been worked.

### **Local 575 - Paper Receiving and Paper Storage**

All assigned overtime is based on department seniority of employees qualified to perform the work.

1. If four (4) hours or less work is offered, the qualified employees on the shift that is working will be asked by department seniority.

2. If over four (4) hours is offered, or known weekend work is available, qualified employees on all shifts and days off will be asked by department seniority.

3. At all times if the workload is not voluntarily covered, the least senior qualified employee, in each case, will be forced.

### **Local 576 - Decorating/ Set Pack/AutoPack**

When there is a scheduled or an unforeseen change in the work schedule resulting in employees having less than 8 hours of work in their department due to, including but not limited to, job changes, pack changes, equipment downtime, material shortages and/or color changes, employees may be temporarily transferred in the following manner:

1. Employees will be transferred in the following order: temporary employees, labor pool employees, and then by least senior in the department. Employees will be returned to the transferring department in the following order: the most senior, labor pool and then temporary employees.

2. While performing jobs in another department, the employees will receive the amount of relief time and lunch required. If employees have not been returned to their transferring department by the time the last regularly scheduled lunch break has begun, the employees will be relieved for lunch at that time.

### **Local 577 - Miscellaneous Maintenance/Mold Cleaning Stores**

#### **Overtime Procedure in the Mold Cleaning Department**

1. If it is decided by Management that help is needed for an entire shift,

A. the most senior employee on that shift who is off that day will be called.

B. if no one from the shift where the vacancy exists is

willing to work their day off, help will then be secured by calling the most senior employee(s) in the Department who is ~~not on~~ If this procedure would require that an employee work a double shift, it is ~~not~~ parties that employee will not be called.

2. When it has been decided by Management that help is needed for a period of less than a full shift's duration, the most senior employee(s) on the preceding shift will be asked to stay over.

3. After a shift has started and it is felt by Management that additional manpower is needed, then help can be secured by calling personnel in from the incoming shift four (4) hours early. The aforementioned contacts will be made according to seniority.

4. During shutdowns on Holidays, the senior employees on the day shift, including employees on their day off, will be scheduled first. If it is determined by Management that additional help is needed, employees will be secured from the other shifts based on department seniority.

#### **Local 578- Distribution/Warehouse Departments**

1. Rotating the day off schedule may be utilized. In such cases, the least senior employee(s) may be rescheduled to balance the work force.

2. If the Company decides to reduce head count in a classification for a time period of greater than two (2) weeks, the affected employee(s) will have the choice to return to their last previously held position, providing the employee(s) being displaced have less department seniority. In addition, in order to return to their last previously held position, the employee(s) qualifications need to be current. If not current, the employee will be given training of up to two (2) weeks to upgrade their skills to meet the requirements of the position. If the employee chooses not to return to their last previously held position or is unable to meet the requirements of the employee's last previously held position, then the employee will be placed in an entry level position where seniority allows at the Distribution Center.