

**NSG**

GROUP

**LABOR AGREEMENT**

between

**PILKINGTON NORTH AMERICA, INC.**

and

**UNITED STEEL, PAPER, & FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS  
INTERNATIONAL UNION**

**AFL-CIO, CLC**

**("United Steelworkers" or "USW")**

*On behalf of its Rossford Local 9G*

*Effective June 29, 2024 to June 29, 2027*

***ROSSFORD, OHIO***



TABLE OF CONTENTS

<b><u>Article</u></b>	<b><u>Subject</u></b>	<b><u>Page</u></b>
<b><u>LABOR AGREEMENT</u></b>		
I.	Preamble.....	1
II.	Recognition .....	1
III.	Negotiations .....	3
IV.	Grievance Persons and Industrial Relations Committees .....	3
V.	Settlement of Grievances .....	4
VI.	Seniority .....	9
VII.	Promotion Schedule .....	11
VIII.	Temporary Transfer or Return to Former Job or Department .....	11
IX.	Departmental Transfers.....	11
X.	Complaints Against Discharge or Suspension.....	11
XI.	Reemployment Procedure.....	12
XII.	Recall of Employees .....	12
XIII.	Employment at Other Plants .....	12
XIV.	Layoffs.....	12
XV.	War Clause.....	13
XVI.	Repairs and Construction.....	13
XVII.	Wages .....	14
XVIII.	Hours and Overtime.....	14
XIX.	Bereavement and Jury Duty Pay.....	15
XX.	Rotation of Shifts .....	15
XXI.	Holidays.....	16
XXII.	Distribution of Work.....	18
XXIII.	Hours for Supervisors.....	18
XXIV.	Safety and Health .....	18
XXV.	Physical Examinations .....	19
XXVI.	Rest and Lunch Periods .....	19
XXVII.	Tools .....	20
XXVIII.	Bulletin Boards .....	20
XXIX.	Vacation Plan for Hourly Employees.....	20
XXX.	Saving Clause.....	21
XXXI.	Termination.....	22
<b><u>SECTION 2 – WAGES &amp; BENEFITS</u></b>		
	Supplemental Agreement – Wage Table Rossford Float .....	23
	Supplemental Agreement – Wage Table Rossford Assembly.....	25
	Supplemental Agreement – Health Care .....	26
	Supplemental Agreement – Life Insurance .....	42
	Supplemental Agreement – Short-Term Disability .....	46
	Exhibit – Retirement Income Programs .....	51
<b><u>SECTION 3 – ROSSFORD LOCAL AGREEMENTS</u></b>		
	Attendance Policy.....	56
	Drug and Alcohol Policy .....	58
	Progression of Discipline.....	62
	Uniform Policy .....	64
	Vacation Policy .....	65

**SECTION 4 – OTHER EXHIBITS, SUPPLEMENTS & LETTERS OF AGREEMENT**

Supplemental Agreement - Cost-of-Living Allowance .....	66
Supplemental Agreement - Work System (Float).....	68
Supplemental Agreement – Work System (Rossford Assembly) .....	79
Supplemental Agreement - Other Agreements .....	88
Supplemental Agreement - Operating Excellence .....	89
Supplemental Agreement - Severance Pay Plan of Oct. 25, 1963, as amended. ...	90
Supplemental Agreement Educational Assistance .....	94
Letter dated July 3, 2003 – Error or Omissions .....	95
Memorandum of Agreement - Transfer of Work.....	96
Letter of Agreement – Tag Relief.....	97
Exhibit "A" Payroll Deduction Authorization.....	98
Memorandum Of Understanding- Alternate Shift Schedules.....	99
Memorandum Of Understanding- Continuous Twelve Hour Shift.....	100
Memorandum of Understanding- Company use of Hiring Agency.....	102
Memorandum of Understanding- Rossford Float Offline .....	103
Skill Base Pay Disqualification Guidelines.....	104
Surveillance Cameras.....	105
Perfect Attendance.....	106

## **AGREEMENT**

AGREEMENT GOVERNING WAGES, RATES OF PAY, HOURS OF EMPLOYMENT AND OTHER CONDITIONS OF EMPLOYMENT OF THE UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, ON BEHALF OF ITS ROSSFORD, LOCAL 9G, FOR EMPLOYEES OF PILKINGTON NORTH AMERICA, INC.

As Hereinafter Defined

### **ARTICLE I** **PREAMBLE**

- 1.01 This Agreement governing wages, rates of pay, hours of employment, and other conditions of employment is between Pilkington North America, Inc. (hereinafter called the Company) and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its Rossford, Local 9G (hereinafter called the Union).
- 1.02 Use of the masculine gender in this Agreement should also be considered feminine.

### **ARTICLE II** **RECOGNITION**

- 2.01 The Union is recognized during the life of this Agreement as the sole collective bargaining agency for all production and skilled trades employees who are employed at the Company's plant located in Rossford, Ohio, excepting supervisors, process technicians and clerical employees not directly connected with production.
- 2.02 The Company recognizes and will not interfere with the right of its employees to be members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Company or any of its agents against any employee because of membership in the Union. The Company will not reclassify employees or duties or occupations or engage in any subterfuge for the purpose of defeating or evading the provisions of this Agreement.
- 2.03 During the life of this Agreement, the Company will not enter into any contract with any employee or group of employees, or with any other employees' organization in the plant above named which would supersede the provisions of this Agreement.
- 2.04 The Company agrees to continue the present practice of cooperating with the Union to the best interest of both parties.
- 2.05 Membership in the Union (the only requirements for which shall be payment of an initiation fee and regular dues of one and sixty-five one hundreds (1.65%) of the employee's gross earnings, including vacation pay) on or after the thirtieth (30th) day following the beginning of employment or the effective date of this Agreement, whichever is the later, shall be a condition of employment. During the first thirty (30) days of employment, the Union will undertake to secure the voluntary membership of the employees. After thirty (30) days of employment, the Union may notify the Plant Management in writing of any employee who has not become a member. The Company

will immediately undertake to secure the voluntary membership of such employee and will terminate the employment of any employee who, within fifteen (15) days after the notice, has not paid an initiation fee and regular dues of one and sixty-five one hundreds (1.65%) of his gross earnings (including vacation pay).

- 2.06 Each and every month the Company will deduct the Union dues, including initiation fees, from the wages for whom the Union has presented to the Company a written Check-off Authorization Card executed by the employee and in its proper legal form. The amounts so deducted shall be promptly remitted by the Company each month to the International Secretary /Treasurer of the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC. The Company shall remit any and all amounts so deducted to the International Secretary/Treasurer with a completed summary of USWA Form R –115, or its equivalent. Such remittance shall be accompanied by the amounts so deducted from his/her wages for the dues, initiation, fees and assignments together with a list of employees whose wages, dues, initiation fees have not been deducted. A copy of the referenced information in this section shall be sent to the USW Sub-1 area office.

In doing so, the Union shall have the newly hired member complete a United Steelworkers (USW) authorization form which authorizes payroll deductions for union dues and initiation fees. Withholding will begin immediately upon receipt of the authorization form and effective the first day of the pay period in which the employee reaches their thirty (30) days of employment, or effective the first day of the pay period of the next regular scheduled payroll if the authorization form is received after the thirty (30) days of employment.

All monthly membership dues, assessments and initiation fee amounts shall be designated by the International Secretary /Treasurer of the Union in accordance with the constitution of the International Union.

The Union will indemnify and save the Company harmless against any and all claims and liabilities arising out of the fact that the monies so collected for the Union dues and initiation fees from an employee's pay are remitted to the Union in accordance with this agreement.

- 2.07 With respect to employees who have not voluntarily authorized the Company to make such deduction, whenever any such employee fails to pay one initiation fee (applicable only to new employees) or dues of one and sixty-five one hundreds (1.65%) of his gross earnings, including vacation pay, the Union will notify the Plant Management in writing, specifying these items of indebtedness. Subject to any applicable legal requirements, the amount of the foregoing deductions may be changed by action of the Local or the International Union. The Company will immediately undertake to induce the employees to pay voluntarily such indebtedness to the Union, and if at the expiration of fifteen (15) days after this written notice, such indebtedness has not been paid, the Company will terminate the employment of such employee.
- 2.08 Effective when, as and if the appropriate courts rule conclusively that such action may be taken in conformity with the Labor-Management Relations Act of 1947, as amended or effective when, as and if the Labor-Management Relations Act of 1947, as amended, has been repealed or amended so that there is no longer any legal prohibition, with respect to employees who have not voluntarily authorized the deductions, as set forth in Exhibit A, whenever any such employee owes the Union a reinstatement fee not

exceeding \$2.00 for three (3) months' default in regular dues, or \$10.00 for four (4) months' or more default in regular dues, the Union may notify the Plant Management in writing, specifying these items of indebtedness. The Company will immediately undertake to induce the employees to pay voluntarily any such indebtedness to the Union as may accrue on or after the date of the conclusive court ruling or the effective date of the said repeal or amendment of the Labor-Management Relations Act of 1947, as amended, and if, at the expiration of fifteen (15) days after written notice from the Union, such indebtedness has not been paid, the Company will terminate the employment of such employee.

- 2.09 The Company will deduct Political Action Committee (PAC) contributions for active employees who have submitted authorization for such deductions from their wages. Such deduction authorizations shall be on a form acceptable to the Company and shall be promptly remitted monthly to the Secretary-Treasurer of the USW PAC Fund. The deduction will be effective with the next available payroll.
- 2.10 The Company shall allow the Union to conduct a one (1) hour orientation during working hours for newly hired bargaining unit employees during the first week of employment.

### **ARTICLE III** **NEGOTIATIONS**

- 3.01 The Company will discuss matters of mutual interest to it and those of its employees who are members of the Union with such of the Union's officers or committees as these employees may designate from time to time as their representatives, always with the object of reaching a satisfactory understanding.
- 3.02 The Company agrees to provide printed booklets of the Collective Agreement. A bid process will be used to select the printing vendor. If the bid for a Union printer is higher, the Company will meet to discuss this with the Union. The Company shall provide the Union with electronic versions of all agreements between the parties.

### **ARTICLE IV** **GRIEVANCE PERSONS AND INDUSTRIAL RELATIONS COMMITTEES**

- 4.01 The Union, for the purpose of effectively representing such of the Company's employees as are included in the bargaining unit, may appoint, and the Company will recognize and deal with (a) one or more members of the Local Union in each department to act as grievance persons or sub-grievance persons in the department for which appointed, and (b) an Industrial Relations Committee consisting in each instance of the President of the Local Union, and a mutually agreed to number of members of the Union selected by its membership. The existing full-time committee may be expanded or contracted by mutual agreement. The Company, when provided with a list of the names of such grievance persons or sub-grievance persons and with the list of the officers of the Local Union, and members of the Industrial Relations Committee, will cooperate with these employees in order that they may properly perform their duties. The Company shall promptly furnish the Union with a list of those supervisors with whom the Union shall deal in carrying out the provisions of this Agreement.
- 4.02 Effective upon the ratification of the 2003 Rossford Labor Agreement the parties agree to the following guidelines:

- (a) The local President shall only be paid by the Company fifty-six (56) hours of straight pay per week.
1. Time missed with a replacement moved up shall be deducted in accordance with the hours agreed.
  2. The rate of pay will be in accordance with the highest rate of pay achieved by the President so long as the President is qualified to hold that bid job.
  3. All contractual holidays will be considered as time worked. No additional holiday pay will be paid for time spent on duty.
  4. Any hours worked in excess of fifty-six (56) hours per week or any other premiums shall be the responsibility of the Union and not the Company.
- (b) The following shall apply to Committee persons:
1. The Committee person is part of the workforce and fills a bid position.
  2. The Committee person may act as a grievance person for the shift to which he or she holds a bided position. It is the responsibility of the Union to designate a member of the local Union to act as a grievance person or sub-grievance person in the department and for the shifts.
  3. Any overtime required by the Committee persons shall be paid in accordance with the hours and overtime rules of this agreement.
  4. Any required joint Company and Union meetings (Industrial Relations Committee or Work System Oversight meetings), in which the Committee person is called in on his day off, or called in outside his normal work schedule such person shall receive up to four (4) hours call-in pay. If the Committee person is called in for more than four (4) hours, he shall receive eight (8) hours of pay.
  5. If the Committee person is required to be out of the plant, he/she must notify the supervisor or manager of the department prior to departure.

**ARTICLE V**  
**SETTLEMENT OF GRIEVANCES**

- 5.01 Any grievance or misunderstanding involving wages, hours, or working conditions which any employee represented by the Union may desire to discuss and adjust with the Company shall be handled as follows:

Grievances under this step of the procedure must be initiated within fourteen (14) days of the disputed event.

**Step 1-** An employee or group of employees may deal directly with his or their own supervisor on routine matters. When a grievance arises, the employee or group of employees shall report the grievance to the grievance persons (committee persons) of his or their department who shall investigate the grievance and may take it up first directly with the supervisor. If the grievance does not receive

proper attention or is not properly adjusted by the supervisor, it shall then be taken up with the official of the Company directly in charge of that department.

When a representative of the Company contacts an employee or group of employees for the purpose of investigating and adjusting a grievance, the grievance person (committee person) of that department must be present.

**Step 2-** Should the grievance person (committee person) fail to secure satisfactory settlement, he shall place the grievance in writing and turn the grievance over to the Company official in charge of that department who shall give an answer within forty-eight (48) hours, excluding Saturday, Sunday and holidays, which answer shall be in writing unless otherwise notified. Such established procedure may be changed by mutual agreement. The grievance person (committee person) shall also report the matter in dispute directly to the President of the Local Union.

**Step 3-** If the grievance is not settled in Step 2, the grievance, may then be submitted by the union to Step 3.

- (a) The President of the Local Union shall, upon receiving the complaint and after investigating the same, either take up the grievance or dispute directly with the department head or refer it to the Industrial Relations Committee for its consideration and disposition with the Plant Management. Grievances submitted to the department head shall be answered within forty-eight (48) hours, excluding Saturday, Sunday and holidays, unless otherwise notified, of presentation by the Union President.
- (b) When grievances are referred to the Industrial Relation Committee representatives of the Company will meet with the Industrial Relations Committee once a month for the purpose of reaching a fair and impartial adjustment of all grievances and complaints of employees represented by such Committee, and the Company will not discriminate against any employee or grievance person (committee person) in handling or attempting to adjust complaints. Representatives of the Company will meet with the Industrial Relations Committee operating in the plant for the purpose of adjusting emergency grievances or complaints. The purpose of these meetings shall be to discuss and adjust, if possible, all general disputes or complaints, but only such individual complaints as may be referred to the Industrial Relations Committee by the department grievance person (committee person) because of his inability to adjust the grievance through direct dealing with the supervisor or superintendent of the department. Minutes shall be kept of all meetings between the Plant Management and the Industrial Relations Committee.
- (c) The Union or Company will furnish to the opposite party not later than forty-eight (48) hours before a scheduled Industrial Relations Committee meeting a written agenda of the grievances to be taken up at that meeting.
- (d) The Plant Management will in all cases investigate complaints or suggestions and endeavor to make satisfactory adjustments promptly.

**Step 4-** If the grievance is not settled in Step 3, the grievance may then be submitted by the union to Step 4. In the event of failure to adjust any complaints or grievances, it shall be referred to the International President of the Union, or his representative



duly designated by him to the Company, who shall take the matter up with the Executive Management of the Company.

The Company will provide in writing, the answers to any complaints or grievances within ten (10) business days after a meeting at this step.

- (e) The International President of the Union or his representative and the President of the Local Union shall have access to the plant in order to contact foremen, employees or members of the Industrial Relations Committee on matters pertaining to this Agreement. Such visits to the plant must be prearranged with the department head and conducted so as to avoid interference with the operation of any departments. The Company may designate someone to accompany these representatives on such visits. The Company, through plant officials, will provide plant passes in such a manner that no representative of the Union shall be inconvenienced when he wishes to make such a visit. Such visits need not be confined to any certain part of the plant and may be extended to other departments.
- (f) In discussing complaints or grievances with the Management, the President or representative of the employee or the Industrial Relations Committee shall have the right to call in any employee from the department affected, if by so doing it may be possible to better explain conditions affecting the operations under discussion.
- (g) Officers or representatives of the Local Union who are employees of the Company will be afforded time off from their work to assist in the work of the Industrial Relations Committee or executive affairs of the Union, as may be required, provided that arrangements for such time off shall first be made with the Plant Management to avoid interference with the plant operation. All conferences between these representatives and the Plant Management which must be held at the plant during regular working hours shall be without loss of earnings to any employee.
- (h) The President of the Local Union shall, upon receiving the complaint and after investigating the same, either take up the grievance or dispute directly with the department head or refer it to the Industrial Relations Committee for its consideration and disposition with the Plant Management.
- (i) Representatives of the Company will meet with the Industrial Relations Committee once a month for the purpose of reaching a fair and impartial adjustment of all grievances and complaints of employees represented by such Committee, and the Company will not discriminate against any employee or grievance person (committee person) in handling or attempting to adjust complaints. Representatives of the Company will meet with the Industrial Relations Committee operating in the plant for the purpose of adjusting emergency grievances or complaints. The purpose of these meetings shall be to discuss and adjust, if possible, all general disputes or complaints, but only such individual complaints as may be referred to the Industrial Relations Committee by the department grievance person (committee person) because of his inability to adjust the grievance through direct dealing with the supervisor or superintendent of the department. Minutes shall be kept of all meetings between the Plant Management and the Industrial Relations Committee.

- (j) The Union or Company will furnish to the opposite party not later than forty-eight (48) hours before a scheduled Industrial Relations Committee meeting a written agenda of the grievances to be taken up at that meeting.
- (k) The Plant Management will in all cases investigate complaints or suggestions and endeavor to make satisfactory adjustments promptly. In the event of failure to adjust any complaints or grievances, it shall be referred to the International President of the Union, or his representative duly designated by him to the Company, who shall take the matter up with the Executive Management of the Company.

The Company will provide in writing, the answers to any complaints or grievances within ten (10) business days after a meeting at this step.

- (l) The International President of the Union or his representative and the President of the Local Union shall have access to the plant in order to contact foremen, employees or members of the Industrial Relations Committee on matters pertaining to this Agreement. Such visits to the plant must be prearranged with the department head and conducted so as to avoid interference with the operation of any departments. The Company may designate someone to accompany these representatives on such visits. The Company, through plant officials, will provide plant passes in such a manner that no representative of the Union shall be inconvenienced when he wishes to make such a visit. Such visits need not be confined to any certain part of the plant and may be extended to other departments.
- (m) In discussing complaints or grievances with the Management, the President or representative of the employee or the Industrial Relations Committee shall have the right to call in any employee from the department affected, if by so doing it may be possible to better explain conditions affecting the operations under discussion.
- (n) Officers or representatives of the Local Union who are employees of the Company will be afforded time off from their work to assist in the work of the Industrial Relations Committee or executive affairs of the Union, as may be required, provided that arrangements for such time off shall first be made with the Plant Management to avoid interference with the plant operation. All conferences between these representatives and the Plant Management which must be held at the plant during regular working hours shall be without loss of earnings to any employee.

5.02 If a grievance or dispute under the terms, provisions or sections of this Agreement cannot be adjusted amicably through the grievance procedure as outlined in Paragraph 5.01, either party may submit the grievance or dispute for final and binding decision by an Arbitrator selected as follows:

- (a) Either party desiring to use the arbitration procedure shall transmit a notice to the opposite party, by registered mail, return receipt requested, within thirty (30) calendar days after receipt of the Step 4 written answers covering the dispute or grievance.

- (b) The Company and the Union shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) qualified arbitrators. After receiving the list of seven (7) qualified arbitrators, the Company and the Union shall, within fifteen (15) days after receipt of the list of the arbitrators, select the Arbitrator. Each party shall alternately strike a name from the list of seven (7) qualified arbitrators until one name remains unstruck. The Arbitrator shall be the last name on the list. A coin toss between the parties shall determine which party shall strike the first arbitrator.
  - (c) The Arbitrator shall decide the grievance or dispute in writing and deliver a copy or copies to each party within thirty (30) calendar days from the date of his appointment, unless the parties agree to extend this time.
  - (d) The Arbitrator shall not change or modify this Agreement or have any authority in the making of a new agreement. He shall have authority to arbitrate only such wage rates, bonus rates and values, or incentive rates as involve change in method or new operations or new or changed jobs arising during the period of this Agreement.
  - (e) Either party who appoints a representative shall pay his fees and expenses. The fees and expenses of the Arbitrator and all costs of the hearing shall be divided equally between the parties. The fees and expenses of technical assistance required by the Arbitrator shall be apportioned by the Arbitrator.
- 5.03 In view of the foregoing, it is understood that there shall be no strike, sit-down, slowdown or work stoppage during the life of this Agreement, nor shall any officer or official of the Union assist or encourage any strike, sit-down, slowdown or work stoppage during the life of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this paragraph, the Union through its proper officers will promptly notify the Company and such employee or employees, in writing, of its disapproval of such violation. The Company will not engage in any lockout during the life of this Agreement.
- 5.04 It is understood that both parties will resort to the grievance procedure as set forth herein, and neither shall have the right to resort to the courts with respect to matters required to be arbitrated under this Agreement, unless the other party defaults in its obligation to resort to the grievance procedure, including arbitration, or fails to abide by the Arbitrator's valid decision or decisions.
- 5.05 It is understood that both parties will comply with arbitration decisions as promptly as possible. Arbitrators' decisions, or other settlements of grievances, will ordinarily be retroactive to the date the specific grievance was filed, provided that the grievance was properly processed through the grievance procedure, but in no event earlier than twelve (12) months prior to the date of the arbitration submission or the date of settlement in the grievance procedure.
- 5.06 The parties may extend the time limits as outlined above by mutual agreement.
- 5.07 The Company retains the right to discharge, suspend, or otherwise discipline all employees: but no employee will be discharged, suspended or otherwise disciplined without just cause, and any such employee shall, at the time of his discharge, suspension or other discipline, be given the reason, therefore, in writing. If the

investigation proves any injustice has been done, the Management will revoke said discharge, suspension, or other discipline and will reinstate said employee and compensate him at his regular rate for any earnings lost. The department representative will be furnished with a copy of the written notice of discharge, suspension or other discipline, at the same time it is given to the employee. The Local President shall be furnished with a monthly list of such discharges, suspensions or other discipline.

- 5.08 Any corrective action for performance and or attendance shall be issued to the employee within ten (10) calendar days from the date the company was made aware of the incident. The company will notify the Union President within ten (10) calendar days if an extension is needed.

## **ARTICLE VI** **SENIORITY**

- 6.01 Departmental seniority and competency shall entitle employees to first consideration for promotion as opportunity shall offer and, in the manner, indicated by department promotion schedule. Inter-plant and inter-departmental seniority is not recognized, except as hereinafter provided. When a number of employees are considered as competent for promotion, seniority shall determine. In the reduction of forces and reemployment, seniority shall determine. If disagreement exists in any case of promotion, discharge, layoff or reemployment, the case may be handled as a formal complaint in the manner herein before provided.
- 6.02 When an operation requires specially trained production employees, they shall be employed, retained, or rehired, when conditions demand, regardless of other factors involved. Whenever a situation arises that makes necessary the use of the above, steps shall be taken promptly to correct the matter so that regular employees may be used.
- 6.03 The seniority of any employee is determined by the length of their service, computed in years, months, and days from the first date of their continuous employment. Time lost through disciplinary action, sickness or layoff shall not be deducted from employee's seniority records. Any regular employee hired after April 30, 1995, who is laid off prior to accumulating two (2) years of seniority, shall have recall rights by seniority for a period of two (2) years from the date of his last layoff. Any regular employee who has two (2) or more years of seniority as of the date of his last layoff shall maintain recall rights for a period equal to the length of his seniority, or five (5) years, whichever is less.

Employees who go out on extended sick or accident leave will maintain their seniority for a period of two (2) years at which time their employment will be considered terminated.

- 6.04 Layoffs and leaves of absence shall not affect seniority standing, except as provided in Paragraph 6.02 above. When a leave of absence is granted in accordance with established leave of absence procedures negotiated with the Local Union, an employee shall not lose his seniority rights. Leaves of absence shall be recorded in the employment records.
- 6.05 Probationary employees shall not accumulate seniority, but if and when such probationary employees become regular employees, they shall be given seniority credit for all time worked as probationary employees. Probationary employees are new

employees placed in a department for a period of four hundred and forty (440) work hours, after which they will be classified as regular employees or be dismissed as having failed to qualify for the duties required of them.

- 6.06 Any employee, upon being laid off due to shutdown, or reduction of forces, shall be responsible for keeping his address current with the Human Resources Department or appropriate HRIS system. The Company will furnish the Local Union with a list of all addresses and will furnish to the Local Union quarterly a list of addresses of new employees and of all changes in addresses of which it has been advised by the employees. In the event of recall, the Human Resources Manager shall notify each such employee, in his turn by the most convenient method. A copy of each such recall shall also be sent to the President of the Local Union. Upon direct or written contact, the employee will have 72 hours or until 5:00 p.m. of the third (3rd) workday from such contact, whichever is longer, to indicate acceptance or refusal of the recall. Saturdays, Sundays and holidays will be excluded, unless it is indicated to the employee that the Human Resources Department of the plant will be open on those days. If an employee accepts a recall, they must report for work within and not more than seven (7) calendar days from the date of their acceptance. Failure to comply with any of the requirements of recall will result in the termination of the employee and the forfeiture of all of their seniority rights. If an employee on laid-off status to the street is recalled while on sick leave, they will be recalled on paper and will remain on sick leave until released by their physician, pursuant to 6.03. The Company will keep a record of these transactions. Service records and employment lists shall be open to inspection to the Local President of the Union.
- 6.07 Employees who voluntarily quit or are discharged for cause shall be considered as new employees if again employed by the Company.
- 6.08 Full seniority status shall be retained and accumulated by employees while acting as full-time officers or employees of the Local Union or as full-time officers or employees of the International Union, or as full-time national officers or employees of the American Federation of Labor - Congress of Industrial Organizations. When requests are made in writing to the Company by the President of the International Union, leaves of absence shall be granted to employees who are employed full time by the Union, and seniority shall accumulate during such leaves. The Company shall not be obligated to have in effect at any time more than three (3) such leaves of absence and may specify that application shall be made for annual renewals of such leaves, which will be granted upon application.
- 6.09 Any employee elected to public office in the Government of the United States or any State or to full-time public office in the government of any county or of any city shall be granted a leave of absence for the period of his first term of active service in such elective office. Additional leaves of absence for service in any such elective office shall be granted upon written application by the employee. Full seniority status shall be retained and accumulated by any such employee during the period of any such leave of absence.
- 6.10 A complete seniority list of all employees will be posted in each department on the bulletin board within fifteen (15) days after the signing of this Agreement and shall be revised quarterly. This list will be available to all employees at all times.

**ARTICLE VII**  
**PROMOTION SCHEDULE**

- 7.01 A mutually satisfactory promotion schedule shall be set up and posted in each department by the Management of the plant, showing the steps of promotion employees will follow, provided they are qualified in accord with the foregoing paragraphs.

**ARTICLE VIII**  
**TEMPORARY TRANSFER OR**  
**RETURN TO FORMER JOB**  
**OR DEPARTMENT**

- 8.01 Any employee who is directed by the Company to be transferred from one job to another, or to another department, or is promoted, may resume his status quo with accumulated seniority in his former department or previous job, in the event of layoff from such new job or failure to qualify in the new department or job. The Company recognizes that the purpose of this section is to acquire a needed skill and will use this section for that purpose only.
- 8.02 Employees taken from their regular work temporarily to perform other duties paying a lower rate shall receive their regular rate. Employees assigned to work paying a higher rate shall receive the higher rate. Employees taking work voluntarily when their regular work is not available will receive the rate for the work to which they are assigned.
- 8.03 In making a temporary transfer, the Company agrees to ask the senior qualified employee and assign the junior qualified employee if all senior qualified employees decline the transfer. An employee transferred from their regular work for more than three hundred and sixty (360) working hours shall be paid an additional fifty cents (\$0.50) per hour for all hours worked in the transferred job beginning on the three hundred and sixty-one (361) hour.

**ARTICLE IX**  
**DEPARTMENTAL TRANSFERS**

- 9.01 Any employee wishing to transfer from one department to another may make application in writing to the Human Resources Department. The Company shall place the applicant on a list in accordance with his plant seniority. After the transfer is affected, an employee who is not satisfied may return to his former department within ten (10) working days and will return to his former position. Employees at the last step of the Progressive Discipline Procedure will be bypassed until their record meets acceptable standards, at which time they will be eligible for the next opening.

**ARTICLE X**  
**COMPLAINTS AGAINST DISCHARGE OR SUSPENSION**

- 10.01 Rules with respect to canceling records of disciplinary actions from employee records are covered under local agreements for absenteeism and progressive discipline.

**ARTICLE XI**  
**REEMPLOYMENT PROCEDURE**

- 11.01 Layoff lists will be maintained by department seniority and by plant seniority. In the case where a department needs more employees and there are no employees on that department layoff list, the oldest employee in point of service on the plant seniority list shall have first consideration, but in the event such employee cannot qualify, he shall be notified of the reason for his not being placed on the job.

**ARTICLE XII**  
**RECALL OF EMPLOYEES**

- 12.01 The Company will not call an employee to work when no work is available except in a situation beyond its control, such as cancellation of orders, or breakdown, or other situations for which the Company cannot be fairly blamed. The Company assumes no responsibility for individuals voluntarily appearing for work in the hope that work may be available. Should an employee be ordered to report for work and does report, and there is no work available, such employee shall receive four (4) hours of pay at his average hourly earned rate for his last preceding pay period.

**ARTICLE XIII**  
**EMPLOYMENT AT OTHER PLANTS**

- 13.01 The Company's obligation to offer employment at a new plant to employees, in the bargaining unit working or laid off from other plants, is limited to the following amounts:
1. Until the number of applicants who have accepted employment at the new plant equals twenty-five percent (25%) of the original manning at the new plant, or
  2. The list of applicants has been exhausted, whichever occurs sooner.

The new plant will determine the qualifications for all jobs, will establish such skills, aptitude and other tests as the Company considers necessary.

**ARTICLE XIV**  
**LAYOFFS**

- 14.01 In the case of layoff or the voluntary quitting by an employee, three (3) workdays' notice shall be given by the Company or the employee, as the case may be. In either of such cases, the employee shall be paid in full within fourteen (14) calendar days after the expiration of such three (3) workdays' notice. It is understood that this paragraph does not apply to layoffs caused by emergencies.
- 14.02 If it is known at the time of layoff or shutdown that the layoff or shutdown (including vacation shutdown) will exist for fourteen (14) days or less, there shall not be any displacement allowed and the affected employees will be laid off to the street.
- 14.03 In case of partial departmental layoffs, when a specific skill is required to work, the most senior qualified person in the affected department will be allowed to work until such time as a more senior employee who wishes to be trained can be trained.

- 14.04 In the event that a reduction of forces or a recall to work from layoff should become necessary, with the exception of the Maintenance, plant-wide seniority shall determine which employees are to be laid off or recalled. Layoffs or recalls within the Maintenance Department will be by department seniority. Employees affected by a layoff will have the opportunity to utilize their plant seniority and bid on vacancies provided they are able to perform the job or bump the least senior employee. If a production operation requires specially trained persons, less senior employees who would otherwise be laid off may be retained or recalled until a more senior person can be trained to fill the position.
- 14.05 Voluntary layoffs may be offered at the Company's discretion.

**ARTICLE XV**  
**WAR CLAUSE**

- 15.01 The Company agrees to comply with all requirements of and insure that all employees covered by this Agreement are granted all rights provided for under all federal and state legislation and/or regulations in effect during the term of this Agreement relating to or regarding veteran's reemployment rights, and retention and/or accrual of seniority rights relating thereto. In accordance with locally-negotiated leave of absence procedures, the Company will grant leaves of absence for education purposes under and in accordance with the G.I. Bill of Rights to returned veterans who were regular employees of the Company prior to joining the Armed Forces.

**ARTICLE XVI**  
**REPAIRS AND CONSTRUCTION**

- 16.01 Before a Company decision is made to hire an outside contractor to perform non-routine maintenance or new construction work, the Company will consider the following:
1. Do our Skilled Trades employees have the necessary qualifications to perform the work involved?
  2. Due to the normal workload of our Skilled Trades employees, can they perform the work within the time period required for completion of the work involved?
  3. Can the work be performed by our Skilled Trades employees within the competitive bid prices of outside contractors?
  4. Does the Company possess the necessary equipment to perform the work involved?

After consideration of the above points, if the Company determines the work involved should be accomplished by an outside contractor, then the Company will notify the Union and discuss its decision prior to letting the contract, except in cases where an emergency exists and time is of the essence. In these discussions the Company will give due consideration to any Union proposals to perform the work with Pilkington employees if the above four criteria can be met.

- 16.02 On tank repairs, the Union and the Company shall meet and discuss the manning requirements for the tank repair.



- 16.03 In situations where the Company considers it desirable to employ its own maintenance employees in construction work in conjunction with contractors' employees, the Union and the Company are to negotiate and agree as to whether or not such employees while so engaged are to be paid at a temporary adjusted rate.

**ARTICLE XVII**  
**WAGES**

- 17.01 All hourly wage rates of employees within the collective bargaining unit as agreed upon shall be signed and become a part of this Agreement and shall remain undisturbed for the life thereof, except in change of method or new operation. In that event, the matter will be discussed with the Industrial Relations Committee and other representatives in the plant or department affected and a mutually satisfactory adjustment reached.
- 17.02 Wages will be paid every two weeks by electronic fund transfer to a savings and/or checking account of the employee's choice. Deposit amounts will be credited to the employee account and will be available on the Friday following the prior week pay period. Any employer pay discrepancy resulting in a pay error owed for the pay period will be correct and direct deposited in the employee's account on the following off-cycle pay date if requested. Any employee pay error will be paid on the following regularly scheduled pay date.
- 17.03 The Company will furnish the Union with copies of the rate classifications covered by this Agreement.
- 17.04 The Company will furnish the Local Union with the hours and earnings by pay periods of the hourly employees within the collective bargaining unit, and of hourly supervisors who are paying dues to the Union.

**ARTICLE XVIII**  
**HOURS AND OVERTIME**

- 18.01 A normal work week shall be forty (40) hours in non-continuous operations and an average of forty-two (42) hours in continuous operations. No employee, except as herein otherwise provided, will be required to work more than forty (40) hour in any scheduled work week, nor more than eight (8) hours in any twenty-four (24) hour period, without the payment of overtime.
- 18.02 Employees working hours in excess of the present normal eight (8) hour day will not be required to take time off to keep within the forty (40) hour week.
- 18.03 Whenever employees work on a Saturday, they shall be compensated at one and one half (1-1/2) times their normal rate of pay for Saturday.
- 18.04 This Article 18 shall not affect in any way Management's right to schedule hours of work and the scheduled work week so as to avoid penalty payments. When two (2) or more penalty payments might be applicable to the same hours of work under this or other sections of this Agreement, only the highest will be paid. In no case will penalty payments be duplicated or pyramided.

- 18.05 Overtime shall be compensated at one and one-half (1-1/2) times the normal rate of pay.
- 18.06 A holiday, as specified in Article 21.01 and any vacation scheduled, shall be counted for overtime purposes as a day worked.
- 18.07 Employees may be required to work beyond their normally scheduled shift in cases of plant or weather emergencies. No employee will be allowed or required to work more than sixteen (16) consecutive hours. If an employee works sixteen (16) consecutive hours, the employee will not be allowed to return to work until he has been off work for not less than eight (8) hours. Saturday overtime for Assembly will be posted on the Wednesday before by 12:30pm. Any Sunday overtime for Assembly will be posted on the Thursday before by 12:30pm. Any forced overtime scheduled with less than twenty-four (24) hours' notice will be paid at double (2) times the normal rate of pay.

**ARTICLE XIX**  
**BEREAVEMENT AND JURY DUTY PAY**

- 19.01 An employee who is on the payroll and is either working or on vacation, and who has a death in his immediate family (meaning father, mother, wife, step parents, husband, son, daughter, step daughter, step son, step sibling, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, or son-in-law) on or after the date this Agreement is signed, shall be given a payment: Three (3) days paid at their rate of pay for each death in the employee's immediate family.

Employees will receive an additional two (2) unpaid days if the funeral is out of state.

An employee will be excused without pay for up to one (1) day in the event of the death of an aunt, uncle, niece and nephew.

Proper documentation must be turned in to Human Resources within seventy-two (72) hours of the return to work.

- 19.02 When an employee (who is on the payroll and is either working or on vacation) is summoned for jury duty, he shall be compensated by the Company for the hours he would normally have worked on the day or days he is on jury duty, in accordance with the following formula: The Company will pay such employee an amount equal to the multiplied by the employee's average earned rate of pay. If the employee works on all or any part of a day in which he is engaged in jury duty, he shall not receive any compensation under this provision for hours actually worked. To be eligible for such payments, an employee must furnish the payroll department with a written statement from the appropriate public official listing the dates he received pay for jury duty. This payment is included in the computation of premium pay, overtime pay, holiday pay, vacation pay, or other penalty payments.

**ARTICLE XX**  
**ROTATION OF SHIFTS**

- 20.01 Where employees work on shifts, any change of rotation shall be mutually agreed upon.

**ARTICLE XXI**  
**HOLIDAYS**

21.01 (a) the following will be considered as holidays during the term of this Agreement:

**First Contract Year**

July 4, 2024	Independence Holiday
September 2, 2024	Labor Day
November 28, 2024	Thanksgiving Day
November 29, 2024	Day after Thanksgiving
December 24, 2024	Christmas Eve
December 25, 2024	Christmas Holiday Period
December 26, 2024	Christmas Holiday Period
December 27, 2024	Christmas Holiday Period
December 30, 2024	Christmas Holiday Period
December 31, 2024	New Years Eve
January 1, 2025	New Years Day observed
May 26, 2025	Memorial Day

**Second Contract Year**

July 4, 2024	Independence Holiday
September 1, 2025	Labor Day
November 27, 2025	Thanksgiving Day
November 28, 2025	Day after Thanksgiving
December 24, 2025	Christmas Eve observed
December 25, 2025	Christmas Day observed
December 26, 2025	Christmas Holiday Period
December 29, 2025	Christmas Holiday Period
December 30, 2025	Christmas Holiday Period
December 31, 2025	New Years Eve
January 1, 2026	New Years Day observed
May 25, 2026	Memorial Day

**Third Contract Year**

July 4, 2026	Independence Holiday
September 7, 2026	Labor Day
November 26, 2026	Thanksgiving Day
November 27, 2026	Day after Thanksgiving
December 24, 2026	Christmas Eve observed
December 25, 2026	Christmas Day
December 28, 2026	Christmas Holiday Period
December 29, 2026	Christmas Holiday Period
December 30, 2026	Christmas Holiday Period
December 31, 2026	New Years Eve
January 1, 2027	New Years Day
May 31, 2027	Memorial Day

Except in the continuous processes and for such repairs as are essential to factory operation, work will be avoided. When a holiday falls on Sunday and is celebrated on

Monday, the rules concerning holiday pay will apply on Monday. If emergencies arise where work on Sundays or any of the holidays stated is required to fill emergency orders for glass or to avoid hiring of temporary employees during any rush season, it is agreed that Sunday and holiday work may be carried on.

- 21.02 If an employee does not work on the holiday specified in Section 21.01 he shall receive eight (8) /twelve (12) hours of pay-at his normal rate of pay based on their current schedule, exclusive of overtime and penalty premiums, provided he meets all of the following eligibility requirements:

An employee is eligible to receive holiday pay for the number of their normally scheduled hours for that day at their normal rate of pay, exclusive of overtime and penalty premiums, provided they meet all of the following eligibility requirements:

1. The employee has been employed at least four hundred and forty (440) work hours.
2. The employee (who is on the payroll and is either working or on vacation or on paid bereavement or on jury duty) worked their last scheduled work day prior to the holiday and their next scheduled work day after the holiday. An employee reporting to work within one (1) hour of their start time on either of their qualifying work days will not forfeit holiday pay.

During the Christmas holiday period specified in Section 21.01 above, the employee must work his last scheduled workday prior to the period, or each scheduled workday during the period, or his next scheduled workday after the period or lose pay for one (1) of the holidays specified.

If he misses both his last scheduled workday before and his first scheduled workday after the period, he shall lose pay for four (4) of the holidays specified.

3. The employee does not fail or refuse to work when scheduled to work on such holiday;
4. Payment for the Christmas Holiday Period  
Any employee on the active payroll during the month of December in the calendar year who is subsequently laid off prior to the end of the calendar year will be eligible to receive holiday pay for the Christmas holiday period provided they are recalled prior to April 1st. Employees affected will be paid for the holiday period within thirty (30) days of recall.

This provision does not change any of the other qualifications presently in this Article XXI.

- 21.03 An employee who works on the holidays specified in Section 21.01 above shall be paid for all hours worked on such days at the rate of two and one-half (2-1/2) times their normal rate of pay. This rate of pay includes holiday pay.

- 21.04 In order for employees to have maximum time off during the Christmas holiday period specified in Section 21.01 above, employees will only be scheduled for work on holidays and on weekends immediately preceding, contained within or immediately following the

Christmas holiday period, on a voluntary basis, except in emergency situations or in continuous operations.

**ARTICLE XXII**  
**DISTRIBUTION OF WORK**

- 22.01 All available work will be equally divided among regular employees in any department. Should equal distribution of work available result in such employees receiving less work than forty (40) hours per week in their department, a reduction of forces will be made so that remaining employees will receive such minimum number of hours of work per week. This provision as to minimum hours of work per week may be waived for any department upon the written request of the local Industrial Relations Committee.

**ARTICLE XXIII**  
**HOURS FOR SUPERVISORS**

- 23.01 Employees in supervisory positions shall not work hours in excess of those provided herein, if such supervisors are doing work ordinarily performed by regular employees whose hours are governed by these regulations. Supervisors, foremen or technical control personnel shall not deprive regular employees, as hereinbefore defined, of available work except when in emergency cases when additional employees are not on the job or readily or quickly obtainable. A member of the Industrial Relations Committee will be notified as soon as possible.

**ARTICLE XXIV**  
**SAFETY AND HEALTH**

- 24.01 The Company will make reasonable provisions for the safety and health of employees at its plants. Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company without cost to employees. Employees must wear and/or use such equipment which is required for the performance of their jobs. Employees are to comply with all safety rules in existence or hereinafter established during the term of this Agreement and cooperate with management in enforcing safety measures. Proper heating and ventilating systems shall be installed where needed. Suggestions as to protection against injury will be welcomed by the Company from its employees or their representatives. If their suggestions are determined to be sound, steps will be taken to put them into effect. The supervisor in each department will arrange to provide such equipment for employees as has been determined to be necessary.
- 24.02 Any employee, who is injured on the job so seriously that the doctor determines the employee cannot return to work that same day, shall be guaranteed against loss of earnings for the time lost from his scheduled shift that day as a result of the injury.
- 24.03 The wearing of safety shoes meeting the ASTM F2413 classification is mandatory for all employees working in the Rossford plant.
- 24.04 The Company and the Union have agreed to establish a Central Safety Steering Team. The Central Safety Steering Team meets monthly and reviews all plant incidents, recordable injuries, lost workday cases and action plans designed to provide continuous improvement of plant equipment and processes and provide recommendations for

training. Notes from the meetings, including any action plan or corrective actions(s), shall be provided to the Local Union President, this includes the Company monthly Health and Safety PowerPoint within ten (10) days following the monthly meeting. The Central Safety Steering Team will be comprised of both site management and union representation.

This Committee (CSST) shall engage in regularly scheduled safety observation tours of the facility no less than once each quarter, as part of the Company Health & Safety Process. Suggestions as to protection against injury will be welcomed by the Company from its employees or their representatives. If their suggestions are determined to be sound, steps will be taken to put them into effect. The leadership in each department will arrange to provide such equipment for employees as has been determined to be necessary. The union members will be active participants in the monthly 5S and safety audits.

24.05 The Company recognizes the need to provide appropriate safety and health training to all employees. Training programs shall recognize that there are different needs for safety and health training for newly hired employees, employees who are assigned to a new task and employees who require periodic training.

24.06 Should there be a near-miss, Serious Incident (SI) or recordable injury, the Company will notify the members of the CSST as soon as practicable. The CSST will work to understand the incident, be invited to participate in the root cause investigation and make any recommendations for improvements to prevent future injuries or incidents.

#### **ARTICLE XXV** **PHYSICAL EXAMINATIONS**

25.01 All new employees must pass a medical evaluation by plant nurse or physical examination, if required.

25.02 Physical examination of employees or groups of employees may be made from time to time. Should any examination disclose that a transfer to another department would be beneficial from a health standpoint, the employee shall be consulted, and the transfer made. A transfer for this reason is not to be considered a violation of the promotion schedule.

25.03 The physical examination of employees following layoff and sickness shall not be used as a guise to discriminate against any employee. If any employee feels that he has been discriminated against as a result of an examination, the case shall be reviewed by the Company and the Industrial Relations Committee in the manner hereinbefore set forth. Employees may obtain, upon request, copies of the reports of their physical examination.

#### **ARTICLE XXVI** **REST AND LUNCH PERIODS**

26.01 Reasonable relief periods will be provided for all employees working in occupations or positions where they cannot leave their stations unless relieved by others.

26.02 If practical and consistent with the type of work involved, lunch periods of uniform character and duration will be provided for each department.

26.03 Employees will not be required to remain on duty in their department or to perform work during the lunch period unless they are paid for the full period at regular rates.

26.04 The Company is willing to say that for specified contractual relief time, we will exempt that time from our General Notice regarding sleeping as long as sleeping is done in the lunchrooms. Factory working areas and locker room are still out-of-bounds.

**ARTICLE XXVII**  
**TOOLS**

27.01 Employees engaged in work where tools are taken from tool rooms shall be allowed sufficient time to return tools or equipment at the end of the shift on Company time. Employees working tag-relief tasks must follow tag-relief procedure in the work system guidelines.

27.02 Maintenance employees will receive a four hundred and sixteen dollar (\$416) allowance for the purchase of company approved tools each calendar year. This will be administered through the Maintenance Department.

**ARTICLE XXVIII**  
**BULLETIN BOARDS**

28.01 The Company will put up bulletin boards for all communications pertaining to the Union and its members wherever the Company bulletin boards are inadequate or insufficient for the purpose. All communications are to be submitted to the Human Resources Manager, or designate, for approval before being posted. Management will not delay in passing judgment on notices. When possible, the Union President will receive a seventy-two (72) hour notice of all plant wide meetings arranged by the company.

**ARTICLE XXIX**  
**VACATION PLAN FOR HOURLY EMPLOYEES**

29.01 The Company will give each employee, who has been on the active payroll during the preceding year a vacation with pay some time between the dates of January 1 and December 31 of each year based on previous service and conditions as outlined below.

<b>Completed years of Service</b>	<b>No. of Hrs Allowed</b>	<b>Pay Scale</b>
Initial Year (will be prorated)	120 hrs	120 hrs x current base rate
Two (2) to Four (4) Yrs	120 hrs	120 hr x current base rate
Five (5) Yrs	144 hrs	144 hrs x current base pay rate
Ten (10) Yrs	160 hrs	160 hrs x current base pay rate
Fifteen (15) Yrs	172 hrs	172 hrs x current base pay rate
Twenty (20) Yrs	192 hrs	192 hrs x current base pay rate
Twenty Five (25) yrs	200 hrs	200 hrs x current base pay rate

One week of vacation is equal to the average number of hours which constitutes a normal work week (40 hours).

- 29.02 Employees who enter the armed forces of the United States and employees who are retired on pension during any year and have worked during said year shall be entitled to receive their vacation pay for the succeeding year. Such vacation pay will be given each such employee when he terminates active employment.
- 29.03 Employees who are laid off and are otherwise qualified for vacation pay as outlined in Section 29.01 above, shall be paid the appropriate vacation allowance as indicated below provided they are on laid-off status as of the payment date and shall receive their vacation payment the last pay period in December of the current year.
- 29.04 In the event the Company shuts down a plant, or any portion thereof, for vacation purposes, those employees who are not eligible for and do not receive vacations during said shutdown but lose time from work as a result of and during said shutdown, shall be deemed to be involuntarily laid off by the Company during said period.
- 29.05 When a department is closed down as in Section 29.04 above, this will not preclude any employee so affected from requesting vacation time off at some other time during the vacation period.
- 29.06 The Company will endeavor to comply with the employee's vacation request, but vacation scheduling must not interfere with plant operations. In either case, a reasonable advance notice should be given.
- 29.07 Employees will be paid their eligible vacation pay on the payroll week associated with the date the employee takes his vacation.
- 29.08 All employees who are qualified for vacation pay as listed above, who have not taken their vacation prior to December 1<sup>st</sup> of each year will receive their vacation pay on the last pay period in December. Any vacation time taken in December will be included in this final payment.
- 29.09 Employees hired prior to 06-29-1998 will be paid a lump sum difference (paid last pay day in January) of his percentage (10%) of gross pay and hours of vacation at current base pay rate. Employees will be paid eligible vacation at their current base pay rate on the payroll week associated with the date the employee takes his vacation.

**ARTICLE XXX**  
**SAVING CLAUSE**

- 30.01 If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter, such term or provision is no longer in conflict with any Federal or State law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.
- 30.02 The Company and the Union recognize the moral principles involved in the area of Civil Rights and have reaffirmed in their collective bargaining agreement their commitment



not to discriminate because of race, creed, color, age, sex, national origin, disability, or military service.

**ARTICLE XXXI**  
**TERMINATION**

31.01 The foregoing constitutes an Agreement between Pilkington North America and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, on behalf of its Rossford, Local 9G, covering the Rossford plant employees, and is to become effective , June 29, 2024 and shall remain in full force and effect until 12:00 Noon on June 29, 2027, Eastern Standard Time and thereafter from year to year, automatically renewing itself unless terminated as hereinafter provided should either party desire to discontinue or modify the existing agreements upon any termination date, at least thirty (30) days prior written notice of such intent must be given to the other party hereto.

In the event of notice of cancellation or modification of the agreements, it shall be the duty of the parties to meet in conference, not less than ten (10) days prior to the expiration date of said agreement for the purpose of negotiating new or modified agreements. It is further agreed that proposed changes or new agreements shall be presented not later than the first day of the conference by the party serving notice.

## **Section 2**

# **Wages & Benefits**

**Rossford Float Plant**  
**Supplemental Agreement – Wages**

<b><u>Manufacturing Technician</u></b>	<b><u>Rate of Pay</u></b>	<b><u>Hired prior 6-29-98 –Non-Skilled Base Pay</u></b>
<b>June 30, 2024</b>	\$20.06	\$25.81
<b>June 29, 2025</b>	\$20.87	\$26.84
<b>June 28, 2026</b>	\$21.70	\$27.65

<b><u>Mechanics</u></b>	<b><u>Rate of Pay</u></b>
<b>June 30, 2024</b>	\$35.32
<b>June 29, 2025</b>	\$36.73
<b>June 28, 2026</b>	\$38.20

<b><u>Electricians</u></b>	<b><u>Rate of Pay</u></b>
<b>June 30, 2024</b>	\$36.86
<b>June 29, 2025</b>	\$38.33
<b>June 28, 2026</b>	\$39.87

<b><u>Dual Skill Trade</u></b>	<b><u>Rate of Pay</u></b>
<b>June 30, 2024</b>	\$37.88
<b>June 29, 2025</b>	\$39.39
<b>June 28, 2026</b>	\$40.97

**Table for Level 2 Cold End Skills**

<b><u>Task</u></b>	<b><u>Per Hour Base Rate Increase</u></b>
Shipping Dock	\$0.95
Advanced Vehicle Operation	\$0.95
Stacker Operations	\$0.95
Spotter Operations	\$0.75
Full Bay 5 Operations	\$0.75
Quality Rover	\$0.25
Quality Spot Check	\$0.50

**Table for Level 2 Hot End Skills**

<b><u>Task</u></b>	<b><u>Per Hour Base Rate Increase</u></b>
Pay Loader/Cullet	\$0.95
Raw Material Handling	\$0.95
General Support	\$0.95

**Table for Level 2 Coating Skills**

<b><u>Task</u></b>	<b><u>Per Hour Base Rate Increase</u></b>
Coater Cleaning	\$0.95
Coating Catwalk	\$0.95

Coating Quality	\$0.95
-----------------	--------

**Table of rates for Level 3 Cold End Skills:**

<u>Task</u>	<u>Per Hour Base Rate Increase</u>
On-Line	\$1.30
Quality Zebra	\$0.50
Quality Technician	\$0.50

**Table of rates for Level 3 Hot End skills**

<u>Task</u>	<u>Per Hour Base Rate Increase</u>
Tank Operations	\$0.80
Batch Operations	\$0.80
Bath Operations	\$0.80
Lehr Operations	\$0.80

**Table of rates for Level 3 Coating skills**

<u>Task</u>	<u>Per Hour Base Rate Increase</u>
Pollution Control Plant	\$0.95
Chemical Delivery	\$0.95
Coating Operations	\$1.30

**Advanced Skills**

<u>Task</u>	<u>Per Hour Base Rate Increase</u>
Hot Works Specialist	\$0.65
Maintenance 1 <sup>st</sup> Operator	\$1.30
Hot End Continuous Service (1 Year)	\$1.40 *available to all HE employees with optional refresh
Trainer Coordinator	\$1.00
Coating Continuous Service (1 Year)	\$1.40 *available to all Coating employees with optional refresh
Shift Support	\$0.30
Advanced Vehicle Continuous Service*	\$0.25

**Length of Service**

<u>Years of Service</u>	<u>Per Hour Base Rate Increase</u>
3+ Years	\$1.00

\*Maximum wage rate cannot exceed maximum level 3 wage rate in Cold End

\* Shift differential – \$0.50 (this applies to Dock 2<sup>nd</sup>, 3<sup>rd</sup>, C crew, D crew)

**Rossford Assembly Plant**  
**Supplemental Agreement – Wages**

Position Title:	June 30, 2024	June 29, 2025	June 28, 2026
Operator	\$18.35	\$18.60	\$18.85
Assembly Operator	\$19.00	\$19.50	\$20.00
Assembly Cell Lead	\$21.00	\$21.72	\$22.37
Assembly Process Technician	\$22.22	\$22.97	\$23.66
Assembly Tooling Process Technician	\$24.06	\$24.87	\$25.62
Encapsulation Operator	\$20.50	\$21.00	\$21.50
Encapsulation Cell Lead	\$21.50	\$22.23	\$22.90
Encapsulation Process Technician	\$22.50	\$23.26	\$23.96
Encapsulation Tooling Process Technician	\$24.36	\$25.18	\$25.93
Trucker	\$21.50	\$22.23	\$22.90
Quality Auditor	\$20.64	\$21.34	\$21.99
Quality Process Technician	\$22.22	\$22.97	\$23.66
Quality Tooling Process Technician	\$24.06	\$24.87	\$25.62
Cycle Counter	\$20.64	\$21.34	\$21.99
Inventory Control Technician	\$24.22	\$25.04	\$25.79
Service Pack Cell Lead	\$21.00	\$21.72	\$22.37
Service Pack Process Technician	\$22.22	\$22.97	\$23.66
Shipping Process Technician	\$22.22	\$22.97	\$23.66
5S Specialist	\$22.11	\$22.86	\$23.55
Materials Stores Coordinator	\$22.22	\$22.97	\$23.66
Maintenance Stores Coordinator	\$22.22	\$22.97	\$23.66
Training Coordinator	\$23.27	\$24.06	\$24.78
Mechanics	\$35.32	\$36.73	\$38.20
Electricians	\$36.86	\$38.33	\$39.87
Dual Skill Trade	\$37.88	\$39.39	\$40.97
<b>Additional for:</b>	<b>June 30, 2024</b>	<b>June 29, 2025</b>	<b>June 28, 2026</b>
Trainer	\$0.75	\$0.75	\$0.75
Training coordinator w/approved train the trainer	\$1.75	\$1.75	\$1.75
Utility Bid	\$0.35	\$0.35	\$0.35
Advanced Vehicle Operator	\$0.25	\$0.25	\$0.25
Shipping Trucker	\$0.50	\$0.50	\$0.50
Tooling Tech w/ passing accredited pneumatics &	\$2.00	\$2.00	\$2.00
Process Tech w/passingaccredited pneumatics, electrical &robotics class	\$2.00	\$2.00	\$2.00
2nd Shift Pay Differential	\$0.50	\$0.50	\$0.50
3rd Shift Pay Differential	\$0.50	\$0.50	\$0.50

Years of Service	<u>Per Hour Base Rate Increase</u>
3+ Years	\$1.00 (Additional)

# **SUPPLEMENTAL AGREEMENT - HEALTH CARE BENEFITS ROSSFORD**

Pilkington North America, Inc., (hereinafter referred to as the "Company" or "PNA") and United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("United Steelworkers" or "USW") on behalf of Rossford, Local 9G (hereinafter collectively referred to as the "Union") hereby agree as follows.

## **ARTICLE I AGREEMENT**

Effective noon, June 29, 2024, this Supplemental Agreement is a supplement to and a part of the General Agreement for bargaining unit employees of Rossford.

## **ARTICLE II MEDICAL & PRESCRIPTION DRUG BENEFITS**

Eligibility – Regular Full-Time Employees – Rossford

2.01 All regular full-time employees and their dependents (if applicable), will become eligible for medical and prescription drug coverage the first of the month following two full months of employment (not to exceed 90 days) provided the employee is actively employed on that date and has completed the enrollment process necessary to enroll in such programs. If the employee is not actively at work on the first of the month following two full months of employment, coverage will be effective on the first of the month following the day the employee returns to work on a full-time basis.

Effective January 1, 2025, the waiting period will become first of the month following one full month of employment or if not actively at work, first of the month following the day the employee returns to work on a full-time basis.

Eligibility - Dependents

- 2.02 (a) Eligible dependents of a full-time employee (defined in 2.01) will include:
- (1) An employee's legal spouse, provided that if the spouse is employed full-time and offered health care benefits through his or her employer, the spouse will elect at least single coverage through his or her employer in order to be eligible for coverage under the Company's health care plans.
  - (2) An employee's child who has a regular parent-child relationship and has not reached the end of the month in which their 26<sup>th</sup> birthday occurs.
  - (3) An employee's unmarried child beyond age 26 if, prior to attaining age 26, the child is.
    - a. incapable of self-sustaining employment by reason of mental or physical disability, and
    - b. principally dependent upon the employee for support and maintenance, and

- c. proof of the mental or physical disability is furnished to the Company no later than 60 days after the date the child attains age 26. It will be the employee's responsibility to provide documentation to the Company of continued proof of incapacity upon request.
- (b) A "child" for purposes of this Supplemental Agreement is defined as follows:
  - (1) A natural born child, legally adopted child, or a child under court appointed guardianship provided the child is dependent upon the employee for support and maintenance. An adopted child can be considered a "child" from the moment the child is placed in the custody of the employee and his or her spouse, and
  - (2) A stepchild, when the stepchild resides in the employee's household in a regular parent-child relationship and is principally dependent upon the employee for support and maintenance, or
  - (3) Adult children ages 19 to 26 whether or not they live with you.
- (c) If the parents of a child are employees or retirees of the Company and eligible for the Company's health care benefits, only one may elect to cover the child as a dependent.

If both a parent and an adult child are employees of the Company and eligible for the Company's health care benefits, only one may elect to cover the child (i.e. as an employee or as a dependent)
- (d) A newborn of an employee's dependent child will not be eligible for coverage under this Supplemental Agreement.
- (e) If an employee does not enroll within 31 days of the date first eligible for coverage, such employee and his or her dependents will not be eligible for coverage until the next open enrollment period.
- (f) If an employee, or employee's spouse and/or dependent children eligible for coverage under the PNA health care plan is enrolled in another employer's health care plan and subsequently loses coverage due to one of the events listed below, the employee has 31 days from the date of the loss of coverage to enroll themselves, their spouse and/or their dependents in the Company's health care plan.
  - (1) Discontinuation of healthcare coverage by the other employer,
  - (2) Death,
  - (3) Divorce,
  - (4) Lay-off,
  - (5) Retirement, or
  - (6) Resignation

## Eligibility Upon Lay-off or Recall

- 2.03 (a) Eligible employees who are laid off will be covered by group health care coverage for the lesser of:
- (1) Six (6) months following the month in which the employee last worked,
  - (2) The end of the month in which seniority terminates, or
  - (3) For the number of continuous months of coverage, the employee had as an active employee.
- (b) An employee who is laid off and has been on layoff status and is subsequently recalled, will become eligible for all group health care benefits as follows:
- (1) If the employee was on lay-off status for a period of two years or less, upon return to work the employee will be eligible for all group health care benefits the first of the month following return to work.
  - (2) If the employee was on lay-off status for a period of more than two years, upon return to work the employee will be eligible for all group health care benefits according to the new hire rules in 2.01"

## Eligibility Upon Disability or Return to Work following Disability.

- 2.04 (a) For disability (illness or accident) absences commencing on or after January 1, 2000 for Rossford, group health care coverage will be continued for employees off work due to sickness or injury for the lesser of :
- (1) the date the employee's disability ends; or
  - (2) 24 months; or
  - (3) the employee's length of service; or
  - (4) for disability (illness or accident) absences commencing on or after April 1, 2003, an employee who returns to work for a period less than 90 workdays, shall be eligible for a maximum benefit period not to exceed the number of coverage months remaining from the previous period or periods of disability absence.
- (b) In the event a disabled employee who is currently eligible for health care coverage is subsequently laid off, group health care coverage will be continued for six months following the month such employee is laid off.
- (c) In the event a disabled employee returns to work, eligibility for coverage under the Company's health care plan will commence the first of the month following the employee's return to work.

## Eligibility Upon Leave of Absence or Termination



- 2.05. (a) In the event a regular full-time employee enters the military service, terminates employment or is on a leave of absence, all coverage will be continued through the end of the month in which the employee last worked.
- (b) Employees who are on a Company approved leave of absence under the Family & Medical Leave Act (FMLA) shall be eligible for continued health care coverage for up to the maximum time allowed under FMLA under the same terms and conditions as if they were actively at work.

#### Eligibility Upon a COBRA Event

- 2.06 Continuation of coverage for active employees will be subject to the Consolidated Omnibus Budget Reconciliation Act (COBRA). In 1986, the U.S. Congress enacted the COBRA law which, in certain cases, allows employees, spouses or former spouses of employees, and dependent children to elect to temporarily continue their health care coverage at group rates after their coverage would otherwise end.

#### Eligibility for Surviving Spouses of deceased employees

- 2.07 (a) The Company will provide healthcare coverage for eligible surviving spouses and eligible dependents of deceased Rossford employees who have coverage or are eligible for coverage as surviving spouses of employees who died on or after October 1, 1968, and prior to January 1, 1996. If the deceased employee was not eligible for or receiving a pension under a pension plan of the Company at the time of his or her death, health care coverage shall continue for a period equivalent to the number of complete calendar months of Company seniority the employee had at the time of his or her death. The cost of this coverage and benefits provided shall be the same as for a retiree from the respective plant of the deceased employee.
- (b) Surviving spouses of deceased Rossford employees hired prior to June 29, 1998 who have coverage or are eligible for coverage as surviving spouses of employees who die on or after January 1, 1996, whether or not the employee is eligible for or receiving a pension under the Hourly Employees Pension Plan at the time of his or her death, shall be provided coverage by the Company until the earlier of:
- (1) the number of complete calendar months of Company seniority the employee had at the time of his or her death, or
- (2) the date the surviving spouse remarries.
- The cost of this coverage and benefits provided shall be the same as for a retiree from the respective plant of the deceased employee.
- (c) Sponsored dependent coverage is not available under the Company group health care program. Employees with sponsored dependents who were covered as of the previous elimination of this program may continue such coverage until the dependent otherwise loses eligibility.

When a participant also has coverage through another group plan or is Medicare eligible:

- 2.08 The benefits provided shall be coordinated.

- (a) The method of coordinating health care benefits with Medicare is on the basis of the "carve-out" method. Under this method, the medical plan shall determine the total amount of a claim that is eligible to be paid, and the benefit eligible to be paid by Medicare is deducted from this amount. A participant who does not enroll in Medicare Part B will have benefits calculated under the PNA plan on the same basis as if the participant had enrolled in Medicare.
- (b) The method of coordinating health care benefits with other non-Medicare plans, when the non-PNA plan is primary, will be on the basis of "non-duplication". Under this method the Preferred Provider plan (PPO) does not pay benefits that are the obligation of the primary health care plan of the employee or dependents.

#### Prescription Drug Benefits

- 2.09
- (a) The Company shall provide a prescription drug program for all eligible employees and their eligible dependents. The program will include retail and mail order pharmacy components.
  - (b) Prescriptions for drugs covered under the plan can be filled at a retail pharmacy for up to a maximum 30 day supply. A maximum of two refills of a prescription can be filled at a retail pharmacy before the mail order program becomes mandatory. Under the mail order program, a prescription can be filled for up to a maximum 90 days supply.
  - (c) Each prescription filled at retail or through the mail order pharmacy shall be subject to the co-insurance listed in the chart in section 2.11(a).
  - (d) Syringes and needles for injection of insulin and test strips for monitoring blood glucose levels are also included under the prescription drug program. The meters used for monitoring blood glucose levels are not included under the prescription drug program.
  - (e) A preferred network of pharmacies has been established. Eligible participants who elect to use a non-participating pharmacy must complete a claim form in order to apply for reimbursement of eligible prescription drug expenses. The amount of reimbursement shall be the PNA cost of the prescription if it had been filled at a preferred pharmacy minus the respective co-insurance.
  - (f) Effective January 1, 2015 in conjunction with Healthcare Reform regulations and United States Preventive Services Task Force (USPSTF) guidelines all Food and Drug Administration approved tobacco cessation medications for two 90-day treatment regimens will be provided without cost share when prescribed by a health care provider. Additional regimens within 365 days will be subject to the co-insurance listed in the chart in section 2.11(a).
  - (g) The Prescription Drug Plan does not cover (unless required for compliance under the Patient Protection and Affordable Care Act):
    - (1) Over the counter medications,
    - (2) Vaccines,
    - (3) Contraceptive devices
    - (4) Charges for administering prescription drugs and insulin

- (5) Therapeutic devices
  - (6) Appliances and supplies used in administering prescription drugs
  - (7) Off-label use of prescription medications
  - (8) Lifestyle drugs (defined as drugs intended to improve appearance, and not associated with illness or injury or medical necessity)
- (h) Unless specifically provided through the medical plan, the prescription drug program will be a separately administered program through a Prescription Benefit Manager (PBM) selected by the Company.
- (i) This section (i) has been re-formatted as compared to that in the 2006 Healthcare Supplemental Agreement, however the re-formatting shall not affect the interpretation. The prescription drug program will utilize a closed drug formulary administered by the PBM, subject to PNA exclusions.
- (1) Any future additions to the PNA specific exclusions to the closed formulary shall be discussed and agreed to by the Company and Union.
  - (2) The PBM may substitute a generic or biosimilar drug for all prescriptions in accordance with applicable state and/or federal laws.
  - (3) Any medications prescribed by a physician that are not listed on the closed formulary will be a non-covered expense.
  - (4) A participant who elects to receive such medication must pay the entire cost unless a medical appeal authorization has been approved by the PBM prior to dispensing.

#### 2.10 (a) Medical Plan

The standard medical plan shall include an Open Access Provider (OAP) network or a Preferred Provider Plan (PPO) with a Preferred Provider Network. The Plan shall include both in network and out of network benefits as listed on the chart in section 2.11. In the event the current network is no longer available, or in the event that a new Third Provider Administrator (TPA) is chosen, the Company will meet with the Union in advance to review the change.

#### (b) Alternative Health Care Plans

The Company agrees to consider alternative plan offerings that may become available in order to provide high-quality, cost-effective health care coverage. Implementation of any alternative plan shall be subject to negotiation between the Company and the Union.

#### 2.11 (a) Schedule of Benefits

**Standard Plan**

<b>Benefit Provision</b>	<b>In-Network Care</b>	<b>Out-of-Network Care</b>
<b>Medical Out-of-Pocket Maximums</b>	<b>Individual/Family</b>	<b>Individual/Family</b>
<ul style="list-style-type: none"> <li>Excludes employee contributions, prescription drug expenses, balance-billed charges and health care charges the plan does not cover</li> </ul>	2025 \$2,700 / \$5,400	2025 \$5,400 / \$10,800
	2026 \$2,800 / \$5,600	2026 \$5,600 / \$11,200
	2027 \$2,800 / \$5,600	2027 \$5,600 / \$11,200
<b>Physician Office Visits Co-payment January 1, 2024</b>	100% after Co-payment * Primary Care \$35 Specialist \$50	Deductible/Coinsurance
<b>Live Health On-line telemedicine</b>	\$20	N/A
<b>Co-insurance (100% after Med OOPM met)</b>	85% after Deductible	65% after Deductible
<b>Preventive Care</b>		
<b>Adult</b>		
Routine physical exams, including PSA	100% *	Not Covered
Routine GYN exams, including routine PAP & annual mammogram	100% *	Deductible/Co-insurance
<b>Pediatric (age 18 and under)</b>		
Routine physical exams	100% *	Not Covered
Pediatric immunizations	100% *	Deductible/Co-insurance
<b>Emergency Room Fee (if admitted, co-pay waived) Urgent Care Facility</b>	100% after \$150 Emergency Room co-payment * Effective 1/1/2026: 100 % after \$175 Emergency Room co-payment* 100% after \$60 Urgent Care co-payment *	
<b>Deductible (Individual / Family)</b>		
January 1, 2025	\$700/\$1,400	\$1,400/\$2,800
January 1, 2026	\$750 / \$1,500	\$1,500 / \$3,000
January 1, 2027	\$800 / \$1,600	\$1,600 / \$3,200
<b>Diagnostic Services</b> (Lab, X-Ray and other tests)	Deductible/Co-insurance	Deductible/Co-insurance
<b>Ambulance – Traditional, Air or Boat**</b>	Deductible/Co-insurance	Deductible/Co-insurance
<b>Hospital Services</b> (Inpatient and Outpatient)	Deductible/Co-insurance	Deductible/Co-insurance

<b>Benefit Provision</b>	<b>In-Network Care</b>	<b>Out-of-Network Care</b>
<b>Maternity</b> (initial test subject to in net Co-pay)	Deductible/Co-insurance	Deductible/Co-insurance
<b>Medical/Surgical Services</b>	Deductible/Co-insurance	Deductible/Co-insurance
<b>Infertility Counseling, Testing and Treatment</b>	Deductible/Co-insurance	Deductible/Co-insurance
<b>Assisted Fertilization Procedures</b>	Deductible/Co-insurance \$5,000 Lifetime Maximum	Deductible/Co-insurance
<b>Organ Transplants</b>	Deductible/Co-insurance (100% if a Blue Distinction Center for Transplant)	Deductible/Co-insurance
<b>Physical, Restorative Speech, and Occupational Therapies. For Cardiac Therapy benefit, see section 2.11 (i).</b>	100% after co-payment*	Deductible/Co-insurance
<b>Chiropractic</b>	100% after co-payment * Limit: \$1,200 per calendar year	Deductible/Co-insurance
<b>Durable Medical Equipment</b>	Deductible/Co-insurance	Deductible/Co-insurance
<b>Skilled Nursing Facility</b>	Deductible/Co-insurance 100 days per calendar year	Deductible/Co-insurance
<b>Private Duty Nursing</b>	90% after deductible 100 days per calendar year	Deductible/Co-insurance
<b>Home Health Care</b>	90% after deductible 100 days per calendar year	Deductible/Co-insurance
<b>Hospice</b>		100%*
<b>Hearing Aids</b>		
<ul style="list-style-type: none"> <li>• \$3,500 maximum per three calendar year period</li> <li>• Including the hearing aid and initial testing and fitting</li> <li>• Participants may access any discount programs provided by the claims administrator</li> </ul>		
<b>Mental Health Services (effective 1/1/2010)</b>	Same as medical	Same as medical
<b>Substance Abuse Services (effective 1/1/2010)</b>	Same as medical	Same as medical
<b>Pre-certification, Case Management and Retrospective Review Requirements</b>	See Section 2.11(b)	See Section 2.11(b)

**Benefit Provision****In-Network Care****Out-of-Network Care**

Prescription Drug Program applicable to the standard plan as well as to any alternative plan

- Maintain use of closed formulary. Beginning 2019 the formulary is Anthem Rx's National Formulary with PNA exclusions
- Maintain mandatory Mail Order. (Two refills allowed at retail, then Mail Order thereafter.) If a Retail 90 day supply is available at the same net cost as Mail Order, it will be offered to employees at the Mail Order co-insurance.
- Participants may appeal concerning the medical necessity of a non-formulary multi-source brand name drug. If granted, day's supply, co-insurance, and minimums and maximums will be the same as for formulary drugs. If not granted, there will be no coverage under the plan.
- If Combined OOPMs are greater than the regulatory maximum the agreed Prescription OOPM will be lowered to meet the regulatory combined OOPM.

**Prescription Out-of-Pocket Maximums**

Effective	In-Network		Out-of-Network	
	Individual	Family	Individual	Family
2025	\$2,700	\$5,400	None	None
2026	\$2,800	\$5,600	None	None
2027	\$2,800	\$5,600	None	None

**Prescription Drug deductible:** None  
Retail – 30 days' supply  
Mail Order - 90 days' supply

**Retail and Mail Order Coinsurance:** 80% Company  
20% Employee (subject to the following minimums and maximums)

Effective	Retail Co-insurance		Mail Co-insurance	
	Minimum	Maximum	Minimum	Maximum
2025	\$19	\$190	\$38	\$380
2026	\$20	\$200	\$40	\$400
2027	\$20	\$200	\$40	\$400

**Employee Contributions**

Employee contributions will be paid through pre-tax payroll deductions.

Effective Payroll	PERCENT OF TOTAL COST OF MEDICAL AND DRUGS	
	Standard and Alternative Plan & Drugs	
January 1, 2025	17%	
January 1, 2026	17%	
January 1, 2027	17%	

Also see section 2.12 for additional information about employee contributions.

\* **Not subject to the deductible.**

\*\* **If medically necessary**

Note: This benefit chart is a summary only. It does not fully describe the benefit coverage.

**Benefit Provision****In-Network Care****Out-of-Network Care**

Additional details are available in the contract and plan documents.

To be considered for coverage, all claims must be for medically necessary services or supplies.

- 2.11 (b) The Company retains the right to use utilization review vendor(s) to provide all employees and dependents under age 65 utilization services including, but not limited to, hospital pre-certification, continued stay review, individual case management, mental health and chemical dependency review and case management and chiropractic review.
- (c) Annual deductibles, co-insurance, and out-of-pocket maximums
- The Standard Plan shall have a single deductible and a family deductible applicable to eligible charges. Separate deductible amounts apply based on whether services are received in or outside of the network of contracted providers.
  - After the deductible has been satisfied, the Plan shall pay the co-insurance as shown in the chart 2.11(a) and the employee or eligible dependent will pay the remaining co-insurance until a calendar maximum has been satisfied.
  - There will be a total annual out-of pocket expense for single and family coverage, after which time the Plan will pay 100% of eligible expenses for the remainder of the calendar year. Separate out-of-maximums apply for “in” or “out” of network services.
- (d) Lifetime Maximum – Effective January 1, 2011 the lifetime limit on all active plans has been eliminated as required under the Patient Protection and Affordable Care Act.
- (e) Chiropractic Services – These services are subject to an annual maximum per person as shown in the chart 2.11 (a), provided the services are medically necessary, subject to the claim’s administrator guidelines.
- (f) Hearing Aids and Exams – Initial medical examination of the ear, audiometric examination and hearing aid evaluation tests and hearing aid devices are covered. These services shall be subject to a per person maximum as shown in the chart at 2.11 (a) once every three years.
- (g) Emergency Room Fee – Emergency room visits will be subject to the co-payment shown in the chart in section 2.11(a). The co-payment shall be waived if admission to the hospital occurs. The Emergency Room benefit shall be administered on the basis of signs or symptoms shown by the patient as verified by the physician at the time of treatment, rather than on the basis of the final diagnosis.
- (h) Outpatient restorative speech, physical, occupational, and cardiac therapy services – These will be covered services up to a maximum of twenty-five (25) days per calendar year.
- (i) Phase I Cardiac Rehabilitation services are covered separately from the Outpatient Short Term rehabilitation benefit, subject to the following:
1. Requires medical necessity,
  2. Requires case management, and

3. Limited to a maximum of 36 days per year. (The maximum may vary based on individual member needs, not to exceed 36 days).
  4. Phase II cardiac rehabilitation may be provided on an outpatient basis following diagnosis of a qualifying cardiac condition when medically necessary. Phase II is a hospital-based outpatient program which follows an inpatient Hospital discharge. The Phase II program must be physician directed with active treatment and EKG monitoring.
  5. Phase III and Phase IV cardiac rehabilitation services are not covered. (Phase III follows Phase II and is generally conducted at a recreational facility primarily to maintain the patient's status achieved through Phase I and II. Phase IV is an advancement of Phase III which includes more active participation and weight training.)
- (j) Transplant services – Transplant services for bone marrow, heart, kidney, liver, heart/lung, pancreas/kidney, or lung organ transplants will be covered when medically appropriate and necessary. Other services covered when the organ transplant is performed are as follows:
- (1) The acquisition, preparation, storage, and transportation of the donated organs,
  - (2) Transportation and living expenses for the organ transplant recipient who is a participant and family members to the transplant facility when the facility is located more than 75 miles from the residence, up to a maximum of \$10,000 per transplant.
  - (3) In the event the organ transplant recipient who is a participant must stay within the area of the facility and be medically monitored prior to the human transplant or after the transplant, the \$10,000 referenced above can be used for this purpose, except the 75-mile limit does not apply.
- (k) Hospice Care services – Services are provided to a terminally ill patient with less than six months to live. Hospice care provides palliative, supportive medical, nursing, and other health care services by or in a certified hospice agency or facility. Hospice services are covered at 100% (not subject to deductible)
- (l) Mental health and chemical dependency benefits will be administered and managed by a managed care mental health vendor of the Company's choosing. Effective January 1, 2010, the benefits available will be the same as for outpatient or inpatient medical care.
- (m) Skilled care facility services performed in a skilled nursing home, subacute unit, transitional unit connected to a hospital or in a rehabilitation hospital will be covered for maximum periods as listed in the above chart. The benefit days will commence on the first day any payment by the plan is made. All skilled facility admissions regardless of age must be precertified with the utilization review vendor for intensity of services, eligibility, and the above criteria. To qualify for benefits, the employee or eligible dependent must meet all of the following requirements:



- (1) Skilled nursing services or skilled rehabilitation/restorative services must be performed by or under the direct supervision of a licensed professional.
  - (2) The skilled services must be performed on a daily basis.
  - (3) The skilled services can only be provided on an inpatient basis but the intensity of services are less than those for general acute hospital but greater than those available to the covered person in their home.
  - (4) The condition must be temporary in nature, treatable and the patient must be expected to improve to a predictable level of recovery. If the patient reaches a plateau or maximum level of recovery possible for that particular condition and / or the condition is not expected to improve to a predictable level of recovery, services will no longer be considered skilled in nature.
  - (5) The care must not be custodial.
- (n) Skilled care services provided on a part-time or intermittent basis (less than daily and up to eight hours per day), which cannot be accessed on an outpatient basis, and do not meet the definition for skilled facility services may be covered services under Home Health Care. Home health care services must be prescribed by a physician and medically necessary.
- (1) The condition must be temporary in nature, treatable and the patient must be expected to improve to a predictable level of recovery. If the patient reaches a plateau or maximum level of recovery possible for that particular condition and /or the condition is not expected to improve to a predictable level of recovery, services will no longer be considered skilled in nature.
  - (2) The care must not be custodial.

#### Contributions for Health Care

- 2.12 (a) Participating employees will contribute on a pre-tax basis to the cost of the Standard Plan plus Prescription Drug Plan or Alternate Plan (if available) plus Prescription Drug Plan as elected during their enrollment through payroll deduction or through direct billing on a post-tax basis (when the payroll check is not adequate to cover the contribution) based on the Schedule shown in the chart in section 2.11 (a).

Beginning with the 2025 Annual Enrollment and status changes thereafter, participating employees may choose between the following tiers of coverage:

- Employee only
- Employee and Spouse
- Employee and Child(ren)
- Employee and Family

- (b) Any employee who is less than age 56 and who is eligible for post employment health care benefits and retires from PNA (exclusive of Disability Retirement under the Hourly Employees Pension Plan) shall be required to pay 100% of the premium for medical and prescription drug benefit coverage until such retiree reaches age

60. Such retiree premium shall be adjusted on an annual basis based on any cost increases to the plan of benefits elected by such retiree.

- (c) The Company will meet with the Union prior to the next annual open enrollment period to review plan costs and discuss future contribution amounts.

### **ARTICLE III DENTAL BENEFITS**

3.01 The Company has established a program to provide Dental benefits for eligible employees and their eligible dependents.

3.02 (a) Eligibility and other general provisions for Dental coverage will be the same as for the Medical and Prescription Drug Benefits program of the Company as detailed in Article II, Paragraph 2.

(b) Eligible dependents of a full-time employee (defined in 2.01) will include:

1. An employee's legal spouse, provided that if the spouse is employed full-time and offered dental benefits through his or her employer, the spouse will elect at least single coverage through his or her employer in order to be eligible for coverage under the Company's dental plan.

2. An employee's unmarried child from birth until the end of the month in which the child attains age 19 provided the child continues to meet the definition of eligible dependent as defined in the United States Internal Revenue Code.

3. An employee's unmarried child beyond age 19 provided the child is a continuous full-time student in an accredited college or university and is principally dependent upon the employee for support and maintenance. In the event the employee's child ceases to be a continuous full-time student (by reason other than graduation, illness, injury or unavailability of a class) prior to attaining the limiting age, coverage will end at the end of the month in which the child ceases to be a continuous full time student. In the event the employee's child graduates prior to attaining age 23, coverage will be continued for an additional three months from the date of graduation but in no event later than the end of the month the child attains age 23. It will be the employee's responsibility to notify the Company of such change in the child's student status and to provide documentation to the Company of continuous full-time student status upon request.

4. An employee's unmarried child beyond age 19 if, prior to attaining age 19, the child is

(a) incapable of self-sustaining employment by reason of mental or physical disability,

(b) principally dependent upon the employee for support and maintenance, and

(c) proof of the mental or physical disability is furnished to the Company no later than 60 days after the child attains age 19. It will be the employee's responsibility to provide documentation to the Company of the continued proof of incapacity upon request.

(d) A "child" for purposes of this Supplemental Agreement is defined as follows:

- (1) A natural born child, legally adopted child, or a child under court appointed guardianship provided the child is dependent upon the employee for support and maintenance. An adopted child can be considered a "child" from the moment the child is placed in the custody of the employee and his or her spouse, and
- (2) A stepchild, when the stepchild resides in the employee's household in a regular parent-child relationship and is principally dependent upon the employee for support and maintenance.

(d) Other general provisions for Dental coverage will be the same as for the Medical and Prescription Drug Benefits program of the Company as detailed in Article II, paragraphs 2.02 (c) – (f) through 2.06.

(e) Dental coverage for employees retiring shall cease at the end of the month in which the employee retires.

3.03 The following benefits shall be in effect:

- (a) Type A expenses -- reimbursed at 100% of R&C charges for preventive services including: cleanings (twice per calendar year); check-ups (twice per calendar year); fluoride treatment (to the surface of teeth); space maintainers that replace prematurely lost teeth (for children under age 18); and fissure sealants (two treatments in a lifetime for children under age 18).
- (b) Type B expenses -- reimbursed at 75% of R&C charges for minor restorative services including: fillings, extractions, x-rays (full mouth, once every 36 months; bitewing, once every six months); endodontic treatment, including root canal therapy and treatment of periodontal disease.
- (c) Type C expenses -- reimbursed at 50% of R&C charges for major restorative services including: installation, repair or re-cementing of crowns, inlays, onlays, bridges and full or partial dentures and orthodontics. Orthodontic benefits are only available to dependents under age 19 or under age 23, if a continuous full-time student and treatment began before age 19.

3.04 Effective January 1, 2019, the Rossford Union members will participate in the CIGNA Wellness Plus Dental Program where the maximum annual benefit is dependent on each family member's healthy habits. The 2025 annual maximum will increase to \$1,300 per person. Each year a family member remains in the dental plan and continues to receive preventive care an additional \$100 per person is added to the annual benefits the following year up to a maximum of \$1,600 per person per year. Only family members who receive preventive care in a given year will be rewarded with an increase in the following year. Family members who choose not to receive preventive care during a given plan year will not see a reduction in their annual dollar limit in the following year. There is a separate lifetime benefit maximum of \$2,500 for each covered dependent child or student for orthodontic service.

3.05 Employees will contribute on a pre-tax basis to the cost of the Dental Plan elected during their enrollment through payroll deduction or direct billing on a post-tax basis

(when the payroll check is not adequate to cover the contribution) based on the following contribution schedule.

	<b>Dental Plan [all tiers]</b>
January 1, 2025	17% of cost
January 1, 2026	17% of cost
January 1, 2027	17% of cost

**ARTICLE IV  
VISION CARE BENEFITS**

- 4.01 The Company will provide a Vision Care Benefits program for active employees, their spouses and eligible dependent children.
- 4.02 Eligibility for Vision Care coverage for employees and eligible dependents will be the same as for the Dental benefit program as outlined in Article III, Paragraph 3.02
- 4.03 Employees will contribute on a pre-tax basis to the cost of the Vision Plan elected during their enrollment through payroll deduction or direct bill on a post-tax basis (where the payroll check is not adequate to cover the contribution) based on the following contribution schedule.

	<b>Vision Plan [all tiers]</b>
January 1, 2025	17% of cost
January 1, 2026	17% of cost
January 1, 2027	17% of cost

**ARTICLE V  
PRE-TAX SPENDING ACCOUNTS**

Effective January 1, 2005, the Company (with the concurrence of the Union) made available medical and dependent care pre-tax spending accounts as provided for under Section 125 of the United States Internal Revenue Code.

- 5.01 An employee must designate his or her annual payroll deduction amount(s) prior to the beginning of the calendar year, unless there is a status change as allowed for by federal regulation.
- 5.02 Effective January 1, 2025, the individual flexible spending account limit is the IRS Limit for the Health Care Reimbursement Account and \$5,000 for the Dependent Care Reimbursement Account. Note: For the dependent care accounts, a married employee filing a separate federal tax return is limited to the IRS Limit.
- 5.03 For plan years beginning with 2006, to be paid claims must be:
  - claims must be incurred during the plan (calendar) year or by March 15 following the end of the plan year, and

- claims must be submitted to the administrator of the program by April 30 following the end of the plan year.

**ARTICLE VI  
MISCELLANEOUS PROVISIONS**

- 6.01 The provisions of the medical and prescription drug, dental and vision benefits provided in this Supplemental Agreement for active employees are negotiated benefits which are subject to modification, improvement or amendment through the negotiation process.
- 6.02 It is intended that the programs of Medical and Prescription Drug, Dental, Vision and Pre-tax Spending Account benefits, as set forth in this Supplemental Agreement, shall comply with any law or laws pertaining to such programs.
- 6.03 If a National Health Insurance Program is enacted which relieves the Company of its obligation to provide Health Care Benefits as negotiated, then the Company and the Union will negotiate regarding the effects of such changes upon the provisions of this Supplemental Agreement.
- 6.04 The Company reserves the right at any time to place the programs provided for in this Supplemental Agreement with carriers other than those now providing those coverages, provided the new carrier provides benefits equal to those in effect prior to the change in carriers. Such requirements may be waived by mutual agreement.

**SUPPLEMENTAL AGREEMENT - TERM LIFE INSURANCE  
ROSSFORD**

Pilkington North America, Inc., (hereinafter referred to as the "Company" or "PNA") and United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("United Steelworkers" or "USW") on behalf of Rossford, Local 9G (hereinafter collectively referred to as the "Union") hereby agree as follows:

**ARTICLE I  
AGREEMENT**

Effective noon, June 29, 2024, this Supplemental Agreement is a supplement to and a part of the General Agreement for bargaining unit employees of Rossford.

**ARTICLE II  
GROUP TERM LIFE, ACCIDENTAL DEATH AND  
DISMEMBERMENT INSURANCE**

***Eligibility – Regular Full-Time Employees – Rossford***

2.01 All regular full-time employees will become eligible for group basic and optional term life insurance coverage the first of the month following two full months of employment (not to exceed 90 days) provided the employee is actively at work on that day. If the employee is not actively at work on the first of the month following two full months of employment (not to exceed 90 days), coverage will be effective on the first of the month following the day the employee returns to work on a full-time basis.

Effective January 1, 2025, the waiting period will become first of the month following one full month of employment or if not actively at work, first of the month following the day the employee returns to work on a full-time basis.

**Eligibility – Retirees – Rossford**

2.02 (a) An employee hired on or before December 31, 1988 who terminates PNA employment with at least 15 years of eligibility service in the Hourly Employees Pension Plan and is eligible for an immediate monthly retirement benefit will be eligible for post employment group term life insurance coverage. All employees on the seniority list who were age 40 or older on October 25, 1988, shall be "grandfathered" under the provisions of the 1985 General Agreement which required a minimum of 10 years of pension eligibility service (instead of 15 years) at retirement in order to be eligible for post employment group term life insurance coverage.

An employee hired after December 31, 1988 and prior to June 29, 1998 at Rossford, will be eligible for post-employment group term life insurance coverage upon termination of PNA employment, provided the employee attained age 60 with at least 15 years of Company service. Company service is determined from the employee's most recent date of hire through the employee's date of termination.

## Eligibility Upon Lay-Off or Personal Leave of Absence

2.03 (a) Eligible employees who are laid off or on a personal leave of absence, will continue to be covered at company expense for group basic term life insurance including AD&D in the amount that was in-force at the time of lay-off or leave of absence for the lessor of:

- 1) Six (6) months following the month lay-off or leave of absence commenced, or
- 2) The end of the month in which seniority terminates.

(b) Coverage will be reinstated on the date the employee returns to work unless the employee returns to work more than twelve (12) months from the date of lay-off or leave of absence. In such cases, coverage will be reinstated the first of the month following two full months of work after the employee is recalled or returns from the personal leave of absence.

## Eligibility – Other

2.04 (a) In the event a regular full-time employee enters the military service or terminates employment the full amount of basic and optional term life insurance, including AD&D, in force will terminate on the last day of work.

(b) Employees who are on a Company approved leave of absence under the Family & Medical Leave Act (FMLA) shall be eligible for continued term life insurance coverage up to the maximum time allowed under the FMLA under the same terms and conditions as if they were actively at work.

## Term Life Insurance Coverage Amounts – Employees

The Company shall provide basic term life insurance and accidental death and dismemberment (AD&D), for a regular full-time employee who has previously met the eligibility requirements of 2.01 and is actively at work or on sick leave of absence on the following effective dates of such insurance or on leave of absence to serve as one of the full-time officers or representatives of the Union designated in Section 6.08 of the General Agreement, will be as follows:

### Rossford Employees

<b>Effective Date</b>	<b>Basic Term Life Insurance and AD&amp;D</b>
January 1, 2024	\$49,000
January 1, 2025	\$50,000
January 1, 2026	\$51,000
January 1, 2027	\$52,000

2.05 (a) An employee who is eligible for basic term life insurance may also elect optional group term life insurance coverage, and AD&D. This optional coverage shall be available in one of the following increments:

- (1) \$ 10,000
- (2) \$ 25,000

- (3) \$ 75,000
- (4) \$125,000

An employee who first becomes eligible for optional term life insurance may elect any increment of optional term life insurance listed in 2.06(a) without having to provide a Personal Health Statement or otherwise provide Evidence of Insurability (EOI) to the insurance carrier. If the employee subsequently wants to increase the amount of optional term life insurance, the employee may do so at the next open enrollment period. An employee who elects to increase optional term life at open enrollment, may be subject to satisfying the EOI requirements of the insurance carrier.

The group rate and cost to the employee is determined by the life insurance carrier and is subject to adjustment annually.

**Term Life Insurance Coverage Amounts – Retirees**

The Company shall provide basic term life insurance, excluding AD&D, for a retiree who has met the eligibility requirements listed in 2.02 as follows:

**Rossford Retirees**

<b>Date of Retirement</b>	<b>Basic Term Life Insurance (No AD&amp;D)</b>	
	<b>Until Age 65</b>	<b>Age 65 and after</b>
11/1/1995 through 12/1/2003	\$7,500	\$7,500
1/1/2004 and after	\$5,000	\$5,000

(a) Retirees who are eligible for basic term life insurance, may elect to purchase optional group term life insurance, excluding AD&D, at the time of retirement. However, employees who retired on a disability retirement are not eligible for this optional term life insurance coverage. This optional coverage shall be available in the following increments:

- \$5,000
- \$10,000

The group rate and cost to the retiree is determined by the life insurance carrier and is subject to annual adjustment.

2.09 (a) A Living Benefits rider is included in the basic and optional term life insurance program. This rider provides an accelerated death benefit to an employee under age 60, who has been diagnosed as terminally ill by a physician and is not expected to live longer than six months.

(b) Upon the insurance company receiving satisfactory evidence of the employee's medical condition, 50% of the basic and optional term life insurance in effect will be paid to the employee in a lump sum. The remaining 50% of term life insurance will be payable to the employee's beneficiary upon death.

2.10 The following provisions are applicable to the Accidental Death and Dismemberment Insurance:

If an employee, while insured, suffers the loss of life, limbs, or the entire and irrevocable loss of sight directly from bodily injuries caused by an accident, including such losses resulting from



occupational bodily injuries, and the loss is sustained within 90 days after the date of the accident, benefits will be payable as listed in the following Table of Benefits:

Table of Benefits	
<b>In the Event of Loss of --</b>	<b>The Benefits Will Be --</b>
Life	Full Principal Sum
A Hand	1/2 of Principal Sum
A Foot	1/2 of Principal Sum
An Eye	1/2 of Principal Sum

- (a) Loss of hand or foot means dismemberment by severance through or above the wrist or ankle joint. In no case shall more than the Principal Sum be paid for all losses sustained by the employee through any one accident. No benefits are paid on account of a loss caused or contributed to by bodily or mental infirmity, ptomaines, bacterial infection, disease, medical or surgical treatment not made necessary by injury covered under the plan, war or suicide.
- 2.11 The Company reserves the right at any time to place the programs provided for in this Supplemental Agreement with carrier(s) other than those now providing coverages, provided the new carrier provides benefits substantially equal to those in effect prior to the change in carrier(s).

**SUPPLEMENTAL AGREEMENT - SHORT-TERM DISABILITY  
ROSSFORD**

Pilkington North America, Inc., (hereinafter referred to as the "Company" or "PNA") and United Steel, Paper and Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC ("United Steelworkers" or "USW") on behalf of Rossford Local 9G (hereinafter collectively referred to as the "Union") hereby agree as follows:

**ARTICLE I  
AGREEMENT**

Effective June 29, 2024, this Supplemental Agreement is a supplement to and a part of The General Agreement for bargaining unit employees of Rossford.

**ARTICLE II  
SHORT-TERM DISABILITY BENEFITS**

**Eligibility – Regular Full-Time Employees – Rossford**

2.01 All regular full-time employees will become eligible for short-term disability coverage the first of the month following two full months of employment (not to exceed 90 days) provided the employee is actively at work on that day. If the employee is not actively at work on the first of the month following two full months of employment, coverage will be effective on the first of the month following the day the employee returns to work on a full-time basis.

Effective January 1, 2025, the waiting period will become first of the month following one full month of employment or if not actively at work, first of the month following the day the employee returns to work on a full-time basis.

Eligibility Upon Lay-Off or Leave of Absence

- 2.02 (a) Eligible employees who are laid off, on a leave of absence, enter the military service or terminate employment, short-term disability coverage will terminate on the last day worked.
- (b) Coverage will be reinstated on the date the employee returns to work unless the employee returns to work more than twelve (12) months from the date of lay-off, leave of absence or return from military service. In such cases, coverage will be reinstated the first of the month following three full months of work after the employee is recalled or returns from leave of absence or military service. In such cases, coverage will be reinstated according to the new hire rules in 2.01.

Benefit Waiting Period

2.03 For disabilities beginning on or after August 1, 1998, the waiting period shall be the first seven calendar days of disability. If during the first seven days of disability the employee becomes confined as a registered bed patient in a hospital, benefits commence on the date of admission to such hospital.

For disabilities commencing on or after August 1, 2024, short term disability benefits shall be effective immediately for surgical procedures or for injuries sustained by an eligible employee. Short term disability benefits for illnesses shall begin after a waiting

period of seven (7) calendar days. Notwithstanding the waiting period for illness, if an eligible employee is hospitalized within the first seven (7) days of the illness, short term disability benefits shall commence on the date of admission.

#### Maximum Benefit Period

- 2.04 (a) The maximum benefit period for Rossford employees hired prior to June 29, 1998 shall be 52 weeks. The maximum period of benefits for employees hired on or after June 29, 1998 shall be 26 weeks.
- (b) Employees who have received Short-Term Disability benefits as a result of an illness or injury who subsequently file a claim(s) after having returned to work for less than 90 calendar days, shall be entitled to a subsequent benefit period not to exceed the number of benefit weeks remaining from the previous claim(s). Once the employee has returned to work for at least 90 calendar days, the plans maximum benefit period is re-established.

#### Disability Benefit Definitions & Miscellaneous Administrative Procedures

- 2.05 The short-term disability program provides benefit payments to an eligible employee who is unable to work because of bodily injury, illness or mental impairment who meets the plan's definition of disability and other relevant provisions.
- (a) In order to qualify for benefits, an eligible employee must meet the following:
- (1) Continuously unable to perform the material and substantial duties of his/her regular job, and;
  - (2) Unable to perform any work offered by the Company because of the disability, and;
  - (3) Not engaged in other employment or occupational activity for wages or profit without Company approval, and;
  - (4) Under the care of a physician who certifies that he/she is disabled and unable to work because of the disabling condition, and;
  - (5) Make proper application for benefits.
- (b) Material and substantial duties is defined as the necessary functions of the employee's regular job which cannot be reasonably omitted or altered. Regular job is defined as the job duties performed by the employee on his/her last day of work with the Company.
- (c) For purposes of this plan, a physician is a health care provider from whom the Company or the employee's group health plan will accept medical certification to substantiate a claim for benefits, is performing within the scope of his/her practice as defined by State law and is licensed in the state in which he/she practices.
- (d) A proper application for benefits is defined as an application completed on a form provided by the Company which contains sufficient proof that the employee is receiving regular and appropriate care for the qualifying condition(s) from a

physician whose specialty or expertise is most appropriate for the disabling condition(s) according to generally acceptable medical practice. In addition, the employee must authorize the treating physician to provide information to Pilkington North America (PNA), including but not limited to:

- (1) Date of disability
  - (2) Cause(s) of the disability
  - (3) Diagnosis and any medically necessary workplace or activity restrictions
  - (4) Prognosis of the disability
- (e) The employee is responsible for providing as much notice as possible when requesting leave, complying with appropriate requests for documentation, maintaining contact with his/her supervisors and the designated Disability Administrator(s), and returning to work as agreed upon.
- (f) Failure to provide requested medical information within 15 days of being provided the form may also result in all or in part of the absence being considered unexcused and the benefit withheld.
- (g) Short-Term Disability benefits will be offset (dollar for dollar) by disability benefits paid, payable or for which there is a right under any statutory Disability Benefit Law (e.g. workers' compensation, Social Security Disability, etc.).
- (h) The Company reserves all rights to subrogation and/or reimbursement to the fullest extent allowable. PNA will bear any expenses associated with its pursuit of subrogation. Employees receiving Short-Term Disability benefits must reimburse the Company for any benefits paid should they recover damages or compensation directly from a responsible third party. Such reimbursement will not take into account any attorney's fees paid or promised in the pursuit of the claim.

If an employee who is receiving short-term disability benefits retires and is eligible for a monthly retirement benefit payable from a pension plan funded by the Company, all short-term disability benefits shall cease on the date of such eligibility for the retirement benefits.

- (j) Claims are reviewed and administered by the designated Disability Administrator(s). Lack of conclusive medical evidence may delay approval or denial of the Short-Term Disability benefits. Recertification for continued benefits may be required periodically as determined by the Disability Administrator(s). The employee is responsible for any expense associated with such recertification.
- (k) The Company may schedule medical exams at its expense to evaluate the employee's progress and to ensure the employee is getting proper treatment, or to determine whether the employee is able to return to work or participate in a rehabilitation program.
- (l) Employees are required to obtain approval from their physician and the Company designated person(s) before returning to work.

#### Short-Term Disability Benefit Amounts – Employees

2.06 The Plan shall provide short-term disability benefit payments in the following amounts to an eligible full-time employee who becomes disabled under this plan. The employee

must have been actively at work on the following effective dates in order to receive the respective benefit amount.

<b>Disabled on or after</b>	<b>Short-Term Disability Bi-Weekly Benefit Amount</b>
Jan 01, 2024	60% of bi-weekly earnings*\$900 minimum
Jan 01, 2025	60% of bi-weekly earnings*\$930 minimum
Jan 01, 2026	60% of bi-weekly earnings*\$960 minimum
Jan 01, 2027	60% of bi-weekly earnings*\$990 minimum

\*Based on the hourly wage rate in effect on the last day worked

#### Discontinuance of Short-Term Disability benefits

- 2.08 (a) If the employee is receiving Short-Term Disability benefits on the date of layoff, benefits will continue to be paid until the earlier of the time:
- (1) The disability ends;
  - (2) The plans maximum weeks of benefits are paid;
  - (3) 26 weeks of benefits are paid from the date of layoff; or
  - (4) For any other reason listed below.
- (b) Short-Term Disability benefits for an employee off work shall end when any one of the following occurs:
- (1) The employee's health care provider or the Company's designated medical personnel determines that he/she is able to return to work.
  - (2) The employee does not consult a licensed practitioner for necessary medical care.
  - (3) The employee does not follow the prescribed treatment for the disabling condition(s).
  - (4) The medical documentation of the injury or condition does not support the claim for disability benefits.
  - (5) The employee reaches the end of the plans maximum benefit period.
  - (6) The employee engages in an act of fraud or misrepresentation involving the disability claim.
  - (7) The disability is due to service in the armed forces of any country or international authority.
  - (8) The disability is due to declared or undeclared war or any act of war.
  - (9) The disability is the result of or arises from the commission of a serious crime.
  - (10) The employee engages in any occupation for wage or profit (excluding a Pilkington approved transitional or rehabilitation program).
  - (11) The employee has elected to retire.
  - (12) The employee is incarcerated.
  - (13) The employee engages in activities which are inconsistent with the disability.

(14) The employee fails to meet all eligibility requirements.

## 2.09 Paid Family Leave

The initial Leave of Absence for employees giving birth will fall under the Short-Term Disability portion of this contract. Once the employee is cleared to return to work after the birth of the child, the birthing employee will be allowed an additional five (5) consecutive working days paid at their base rate. Additional time off will be covered under FMLA, not to exceed a total of twelve (12) weeks. Employees must qualify for FMLA to be eligible for a total of twelve (12) weeks. The appropriate paperwork and documents must be completed and returned per contract.

Employees who become biological fathers while employed will be allowed up to five (5) consecutive working days paid at their base rate. Additional time off will be covered under FMLA, not to exceed a total of twelve (12) weeks. Employees must qualify for FMLA to be eligible for a total of twelve (12) weeks. The appropriate paperwork and documents must be completed and returned per contract. This leave must be taken and completed within the first six (6) months of the birth.

Parents adopting a child will be allowed up to five (5) consecutive working days paid at their base rate. Additional time off will be covered under FMLA, not to exceed a total of twelve (12) weeks. Employees must qualify for FMLA to be eligible for a total of twelve (12) weeks. The appropriate paperwork and documents must be completed and returned per contract. This leave must be taken and completed within the first six (6) months of the adoption.

## Choice of Carriers

2.10 The Company reserves the right at any time to place the programs provided for in this Supplemental Agreement with carrier(s) other than those now providing coverages, provided the new carrier provides benefits substantially equal to those in effect prior to the change in carrier(s).

**EXHIBIT – Retirement Income Programs**  
**Rossford Union Employees**

**Introduction**

The following is a brief summary of the various retirement income programs available to Rossford employees who are members of USW Local 9G. For more detailed information, please contact the respective plan administrator.

The Pilkington North America Retirement Savings Value Plan (RSVP) described below is available to all regular employees who meet the participation requirements of the plan.

The Steelworkers' Pension Trust (SPT) was available to employees employed from August 1, 2003, through July 16, 2006. Benefits from the SPT plan are subject to the vesting requirements of that plan.

The Pilkington North America Hourly Employees Pension Plan is available to regular full-time employees hired prior to December 31, 1988.

**Pilkington North America Retirement Saving Value Plan (RSVP)**

*Eligibility*

All regular full-time employees become Plan participants 90 days after employment.

*Plan Enrollment*

New full-time employees will be provided information to allow them to call or go to the plan website to enroll. New employees receive this information about one week after receiving their first PNA pay. Employees must choose the rate they wish to contribute and make their investment decisions by calling 1-800-338-4015 or by visiting the web site at <http://pnaretire.com>. Employees should name a beneficiary for their 401(k) account.

*Automatic Enrollment*

Effective for employees hired on or after January 1, 2013, if an employee does not actively enroll and select a contribution rate and investment option for his/her funds, the employee will be automatically enrolled with a 3% pre-tax contribution rate and such funds will be invested in the Target Maturity Fund with a target date closest to the date the participant will turn age 65. According to Plan provisions, an employee may change investment funds and contribution rate by calling the retirement service center.

*Automatic Escalation*

Beginning July 1, 2013 the RSVP Plan will add the Auto Contribution Escalation feature. Participants contributing between 1% and 4% in pre-tax contributions will auto escalate to their existing pre-tax rate plus 1%. Participants will receive an auto escalation letter 30 days before the change effective date with information on the rate change as well as instructions on how to stop the escalation. Auto escalation will continue annually on August 1<sup>st</sup> for each participant until they reach their maximum company match percentage.

*Company Fixed Contributions*

As part of the 2003 negotiations, effective August 1, 2003, the company contribution of 4% of pay was no longer made to each employee's account in this Plan. As part of the 2006 negotiations, effective July 17, 2006, a Company contribution of 4.0% of participants' eligible earnings will be made to each employee's account in this Plan. Effective April 1,

2007, the Company contribution of 4.0% will be increased to 4.5% of each participant's eligible earnings

*Employee Contributions*

The minimum amount required to start contributing to the Plan is 1% of pay. Employees can increase their contributions in increments of 1% up to the Plan maximum of 40%\* of their pay.

\* Subject to IRS limits. For 2024, the IRS limits are \$23,000 for employees under age 50 and \$30,500 for employees aged 50 or older.

*Company Matching Contributions*

The matching contribution adds to an employee's savings. If an employee saves between 1% and 5%, the company will match employee contributions 50 cents for each employee dollar saved, up to a maximum match of 2.5% at the employee savings level of 5%. For complete match information, refer to the *Company Matching Schedule* section of the Summary Plan Description.

*Company Matching Schedule*

The Company Matching Contribution rates are as follows:

<b>Employee Contributes *</b>	<b>Company Contributes</b>
1%	.50%
2%	1.00%
3%	1.50%
4%	2.00%
5% - 40%	2.50%

\* Subject to IRS limits.

Effective 1-1-2025

<b>Employee Contributes *</b>	<b>Company Contributes</b>
1%	.50%
2%	1.00%
3%	1.50%
4%	2.00%
5%	2.50%
6% – 40%	3.00%

*Senior Value Contributions*

If an employee is at least age 56 and actively employed as of the end of the plan year, the employee will get an additional contribution of 1.50% of his or her pay in the first quarter of the following calendar year, provided the employee had earnings in the prior year and was on the seniority list as of the end of the calendar year.

*Vesting*

Employee contributions and Company Matching Contributions are immediately vested. Company Fixed Contributions and Company Senior Value Contributions vest at 25% per year. After 4 years of service the Company Fixed Contributions and the Company Senior Value Contributions will be 100% vested. Once an employee is vested, all future



contributions also will be 100% vested. If an employee leaves the Company, all vested money belongs to the employee.

*Investment Options (actual funds may change from time to time)*

Target Maturity Fund Options

Core Investment Options

- Guarantee Investment/Stable Value
- Fixed Income
- Balanced
- Large Cap Stock
- Mid Cap Stock
- Small Cap Stock
- International Stock

*Loan Provisions*

One home loan and one general purpose loan are available from the Plan at any one time. Each loan application will cost the employee \$75. This amount may be subject to periodic adjustment. An employee must wait 30 days after paying off a loan to apply for a new loan.

*The 401(k) Benefit Center/Website*

Employees can change their contribution level or investment options at any time by visiting the web site at <http://pnaretire.com> or by calling 1-800-338-4015. An employee's contribution rate change will become effective within two pay periods of the employee's election. Employees can also change the funds in which their money is invested. If an employee changes by 4 p.m. Eastern Time on any business day, their investment fund change will be effective on the next business day.

If an employee can't remember or has misplaced their password, the employee may call the plan's member services center at 1-800-338-4015 or log onto the service center's self-service web site at <http://pnaretire.com>. A representative will request a temporary password. For security, passwords will be mailed directly to the employee. If an employee has previously logged onto the web site and entered an email address, their temporary password can also be sent to their listed email address within 15 minutes of their request.

**Steelworkers Pension Trust (SPT)**

*Eligibility*

All regular full-time employees who were employees on August 1, 2003 were automatically enrolled in this plan. Beginning August 2, 2003, all new employees who were hired and completed 90 workdays before July 17, 2006 were automatically enrolled in this plan the first of the month following completion of 90 workdays.

*Contributions*

The Company contributed 4.0% of a participant's eligible earnings to this Plan for the benefit of the participants through March 31, 2007. Effective July 17, 2006, USW Local Union 9G withdrew from this plan and the Company ended its contribution effective that same date.

*Amount of Benefit*

The amount of retirement benefits payable from the Plan shall be determined by the SPT based on the provisions of the Plan.

*Administration of the Plan*

This plan is a defined benefit pension plan administered by the Board of Trustees of the Steelworkers Pension Trust. Application for benefits and questions about the amount of benefits payable must be directed to the Plan administrator at the following address:

Steelworkers Pension Trust  
Seven Neshaminy Interplex, Suite 301  
P.O. Box 660  
Trevose, PA 19053-0660  
Telephone: 1-800-848-1953

**Pilkington North America Hourly Employees Pension Plan**

*Eligibility*

All regular full-time employees who were employed as of December 31, 1988 were eligible for this plan. Employees hired on or after January 1, 1989 are not eligible to participate in this plan.

*Credited & Eligibility Service*

Credited service used to determine the amount of the basic retirement benefit was frozen as of December 31, 1988. Service used to determine a participant’s eligibility for the various retirement plan options has not been frozen. An employee who is a participant in this plan receives a full year of eligibility service each year in which the employee works at least 1633 hours.

*Amount of Retirement Benefits*

*Normal Retirement Option*

An employee who is a participant in the pension plan who has attained age 65 and elects to retire on or after July 1, 1987, shall have monthly pension plan benefits payable in accordance with the following:

<b>Credited Service through 12/31/1988</b>	<b>Rate Per Month Per Year of Credited Service</b>
1 <sup>st</sup> 18 years	\$16.00
Next 10 years	\$19.00
Remaining years	\$21.30

*Special Early Retirement Option*

An employee who is a participant in the pension plan who has attained age 60 and has 15 or more years of eligibility service in the plan who elects to retire on or after June 1, 2003, shall have monthly pension plan benefits payable in accordance with the following:

<b>Age at Retirement</b>	<b>Payable Until Age 65</b>	<b>Payable at Age 65</b>
60 to 65	2 Times Normal Benefit + \$200	Normal Retirement Benefit

*Special 30 Year Retirement Option*

An employee who is a participant in the pension plan who has attained age 56 and has 30 or more years of eligibility service in the plan who elects to retire on or after June 1, 2003, shall have monthly pension plan benefits payable in accordance with the following:

<b>Age at Retirement</b>	<b>Payable Until Age 62</b>	<b>Payable at Age 62</b>
56 to 62	\$1,215	Normal Retirement Benefit

Note: If the employee had 30 or more years of eligibility service in the pension plan as of May 31, 2003, the employee does not have to have attained age 56 to be eligible for the above Special 30 Year Retirement benefit.

*Administration of the Plan*

This Plan is a defined benefit pension plan administered by Empower for PNA. Upon calling the center or going onto the plan website to request retirement, the Center will prepare an application packet for employees to select among the available retirement options. To get answers to questions about the amount of benefits payable or to receive an estimate of future retirement income benefits, employees and retirees may call 1-800-338-4015.

# **Section 3**

## **Rossford Local Agreements**

**LOCAL AGREEMENT**  
**ATTENDANCE POLICY**

Pursuant to the Supplemental Agreement – Other Agreements, dated July 2, 2003, the Rossford, Local 9G and the Rossford Plant Management agree, as follows:

Regular attendance and punctuality are conditions of employment which must be observed in order to prevent working hardship on fellow employees and the Company. If you find it necessary to be absent, you must call the attendance line before the beginning of your shift. The main gate will serve as a back up to the attendance line. Notification prior to the beginning of the shift allows arrangements to be made to re-assign (re-align) your work.

1. Absences will be charged as full occurrences. Each day missed will count as one absence and one occurrence.
  - a. This includes any mandatory or voluntary overtime for which an employee has been scheduled.
  - b. The employee will only be charged one occurrence if the overtime shift is scheduled within the same workday as their current shift and they miss both shifts due to illness.
2. Late starts (less than ½ the scheduled shift) will be charged as a half occurrence (more than ½ the scheduled shift) will be charged as a full occurrence.
3. Home Early (must work ½ scheduled shift) will be charged as a half occurrence. (Less than ½ the scheduled shift) will be a full occurrence.
4. Missed Punches (5 excused in a 12-month rolling period) will be charged as a half occurrence.
5. Improper Call-Offs – will be charged at one half occurrences. (Improper Call-Off is failure to call-off prior to start of shift but calling within first 2 hours of shift).
6. Absences, Late Starts, Early Quits, Missed Punches and Improper Call-Offs will be combined and continue to be recorded on a twelve (12) month rolling period (e.g. add a new day and remove the oldest day); the procedure will be as follows:
7. When an employee reaches level of six (6) or more unexcused occurrences, discipline will be triggered. The level of discipline will depend on the employee's discipline record on absenteeism. Employees move to the next level of discipline any time unexcused occurrences reach or exceed the level of six (6), (whole occurrences).
8. In cases where an employee calls off or arrives within the first one (1) hour of their scheduled shift, they will be charged with either a tardy, late call, or absence, but not a combination of any two.
9. In the event an employee is forced to change shifts and there is supportive evidence that he has a previously scheduled appointment (doctor, dentist, etc.), he will be permitted to keep his appointment and will not be charged an attendance point for keeping his previously scheduled appointment.

The parties agree to discuss attendance issues as needed in the Oversight Committee meetings.

	Length
First Step – Written warning and counseling.	<u>Active</u> 6 months
Second Step – 2 <sup>nd</sup> Written Warning	6 months
Third Step – Final Written Warning	1 year
Fourth Step – 7 unpaid calendar day suspension	1 year
Fifth Step – Termination	

#### Notification of Absence or Tardiness

Employees must call prior to the start of the shift. Absences and tardiness must be reported to the attendance line. Employees must report the absence each day unless the employee is on an approved leave. An employee on an approved leave must keep the plant apprised of the status of their leave as indicated by the appropriate leave policy.

Failure to report for work or call an absence into the attendance line for a period of three consecutive scheduled shifts will result in termination of the employee's employment, unless the Company receives satisfactory proof that extenuating circumstances prevented the employee from reporting off.

#### Policy

Given the variety of circumstances for an employee's absence, no attempt will be made to accept, reject or otherwise judge the reason given for an absence that is charged as an occurrence. The exception to this shall be that two (2) occurrences (maximum of three (3) days) and two (2) occurrence (maximum of one (1) day) may be used during the rolling twelve (12) month period and will be excused given a valid doctor's excuse, providing the employee submits the doctor's excuse to the Medical Department within 24 hours upon return. Any of the four (4) notes during the rolling twelve (12) month period can be used for the employee or other than self with proper documentation.

This type of policy assures consistency and fairness in application because all absences are counted without regard to circumstances, or the individuals involved. Examples of excused absences, when properly authorized, are as follows:

- Bereavement Leave (3 days in state – 5 days out-of-state)
- Jury Duty
- Military Leave
- Family Medical Leave
- Workers Compensation Injuries
- Political Office (if designated by State Law)
- Disciplinary Absences
- Natural disaster or extreme weather conditions will be considered on a case-by-case basis (applies to any county where an employee travels to get to the plant).
- Vacation
- Contractual Holidays (unless scheduled to work)
- Court Appearance with supporting documentation (considered on a case-by-case basis)
- Union Business
- Pre-approved Leaves of Absences
- H&A

**ROSSFORD**  
**MEMORANDUM OF AGREEMENT**  
**WORKPLACE DRUG & ALCOHOL POLICY**

A. Intent

The Company is legally and morally obligated to maintain a productive, efficient, safe, hazard-free and healthy work environment free of unauthorized drug and alcohol use while respecting the dignity of all employees.

The manufacture, distribution, dispensation, sale, possession, use of, or reporting to perform services for the Company while impaired by illegal/unauthorized drugs or alcohol on Company premises is prohibited and will subject any employee to immediate discharge. Impairment is defined in a manner consistent with DOT standards.

B. Testing Methods

- For all situations, urine and a breath alcohol or saliva test will be used for testing employees.
- If the initial screening for unauthorized or illegal substances is non-negative, a laboratory analysis will be used to confirm the test.
- A breath alcohol test will be used to determine level of impairment with regard to alcohol. If the initial level is .02 or higher, a confirmation will be conducted according to DOT standards. The confirmation will be used to determine further actions to be taken according to DOT guidelines. Based on the current DOT guidelines, our actions are as follows:
  - Less than .02, the employee returns to work.
  - .02 and greater results, the employee will be subject to disciplinary action up to and including discharge on the second offense.

C. Drug and Alcohol testing will be conducted in the following circumstances:

- When the Company has a reasonable suspicion that the employee is or has violated policies concerning drug and/or alcohol use.
- When determining if an employee is complying with return-to-work conditions associated with an employee's rehabilitation.
- On-the-job injury, when medical treatment is required.
- Post Incident/Accident

D. Post Incident/Accident

All Rossford plant employees involved in an industrial accident or who incur property damage greater than \$1,200 or cause a significant loss of material or product to unusual operator error, will be required to take a post incident/accident drug and alcohol test.

- For industrial accidents, the drug and alcohol test will be conducted during the employee's initial injury/illness treatment, by qualified personnel at a facility designated by the Company.

- For property damage incidents greater than \$1,200 the drug and alcohol test will be conducted during the employee's initial injury/illness treatment, by qualified personnel at a facility designated by the Company.
- Said person(s) shall be allowed to return to work under medical requirements relating to his/her injury or illness if applicable.
- The Company shall discuss with Local Union Officials the results of the investigation and what disciplinary action will be taken.

#### E. Use of Prescription or Legally Obtained Drugs Policy

The Company recognizes that prescription and non-prescription drugs can affect an employee's behavior and ability to perform his or her job. Therefore, employees must consult with a physician or pharmacist to determine whether medication they are taking may have effects on their work performance. Employees using medication while working must have a current, valid prescription for all prescription medication that is likely to have adverse behavior or performance-altering effects on his or her work performance. Any employee intending to work while taking medication, which may result in injury to the employee or others or damage to Company property, must notify the appropriate Company personnel (nurse or supervisor) of the use of this medication.

#### F. Searches

The Company, accompanied by a Union Committee person, retains the right to conduct searches to detect or deter policy violations.

If there is suspicion that an employee has sold, purchased, used or possessed alcohol, drugs, or drug paraphernalia on Company premises, the Company, with a Union Committee person, or an alternate present, reserves the right to conduct a search of the employee, the employee's locker, desk or other Company property under the control of the employee, as well as the employee's personal effects or automobile on Company property.

If there is supportive evidence that would indicate that an employee's work performance or on-the-job-behavior has been affected in any way by drugs or alcohol, the Company, along with a Union Committee person, may conduct a search of the employee, as well as the employee's personal effects or automobile parked on Company property.

The facility will communicate to its employees through posting and other appropriate means that their Company provided property and their personal property on the Company premises are subject to search.

#### G. Discipline

Any violation of the Company's Drug and Alcohol Policies, including a refusal to consent to personal searches and testing, will subject the employee to discipline up to and including discharge. In addition, employees distributing, selling, possessing or discovered in the act of using unauthorized drugs on Company premises or while engaged in Company business will be subject to discipline up to and including discharge.

Employees who are first-time alcohol offenders of the Policy and did not cause injury to themselves or others will be given a Last Chance Agreement with the following provisions:

- Twenty-one (21) calendar days unpaid disciplinary suspension.



- The employee will be subject to random alcohol screening for the next 315 work days. Any positive test results for either drugs and/or alcohol will result in termination.
- Any work rule violations during the period of this agreement will result in discharge.
- Mandatory EAP referral and compliance with recommended program. Employee must contact EAP within one (1) week of the signing of the agreement.
- Agreement is without precedent.
- Days worked is defined as reporting to work as regularly scheduled and working a minimum of eight (8) hours for the shift. Vacation, jury duty, bereavement, short-term disability and Worker's Compensation time are not considered time worked.

#### H. Drug And Alcohol Reasonable Suspicion/Cause Procedure

In the event that an employee is determined to be behaving erratically or exhibiting below standard job performance, the supervisor shall contact a representative from Human Resources or Health and Safety and a Union representative. Any employee whose behavior or job performance indicates reasonable suspicion that he/she may be under the influence or in possession of drugs and/or alcohol while on Company premises will be evaluated and assessed.

- In the event it is determined that an employee is under reasonable suspicion of violation of this policy, the person making the determination should contact the following:

##### Primary Contact

- (a) Human Resources Representative or
- (b) Health and Safety Representative and
- (c) Union Representative
- (d) Shift Grievance Person

##### Secondary Contact (if the above is unavailable)

- (a) Area Manager or
- (b) Environmental Manager
- (c) Union President/Vice-President or Financial Secretary

- The supervisor should remove the employee from the task and proceed with the steps in the process.
- The employee shall be brought into a meeting with the supervisor, Human Resource or Health and Safety representative or Area Manager, and a Union representative. The Company representative will facilitate the meeting by stating what behavior appeared suspicious or describing the job performance issue. The employee will be given the option of taking a drug/alcohol test or be subject to termination. The Union representative may consult with the employee privately at this time.
- If the employee chooses testing, the tests will be performed at qualified facility accordance with procedures. Transportation at Company expense will be provided to the employee's residence after testing. The employee will remain off work until results are received.
- If the employee elects not to take the test or not voluntarily cooperate during the test, the employee will be indefinitely suspended subject to discharge. This does not apply to employees who are physically unable to provide a urine sample or blow in the

- breathalyzer. If it is determined the employee is unable to physically provide a urine sample or unable to blow in the breathalyzer, then a blood sample will be required.
- If the employee is found not to be under the influence, the employee will be compensated for scheduled lost time.
- Employees who inform the Company and who volunteer for counseling or rehabilitation before they have any performance problems will not be subject to any type of discipline solely on the basis of their voluntary request for assistance. For a defined period of time (i.e., one (1) year), the employee may need to comply with after-care treatment, and if diagnosed with a drug or alcohol-related problem, periodic testing will be required.

In conclusion, regarding information/results and their disclosure, a release form will be signed by the employee authorizing the results to be given to the Union President or Presidents designate. All requests for rehabilitation, test results and records will be handled in a confidential manner.

**ROSSFORD PLANT**  
**LOCAL AGREEMENT**  
**PROGRESSION OF DISCIPLINE**

Pursuant to the Supplemental Agreement – Other Agreements, dated July 2, 2003, the Rossford Local 9G and the Rossford Plant Management agree as follows:

Guidelines on employee conduct and performance are necessary for this facility to compete in the global marketplace now and in the future. As incidents occur that do not conform to expected conduct, the need for discipline will arise. The discipline to be administered for engaging in any unacceptable conduct is influenced by the seriousness of the violation and will be classified as "major work rule" and "general work rules". Examples of the types of misconduct and the discipline that may result:

Major Work Rule Violations:

- Sleeping on Company-paid time as designated in the contract.
- Leaving the plant, department or job without permission
- Felony conviction
- Flagrant violation of a Major Safety Rule
- Stealing
- Refusing to do work assigned
- Deliberate damage to/of Company property or equipment
- Violation of Drug & Alcohol Policy
- Possession of weapons or fighting on plant property
- Violation of Company EEO/Harassment Policy
- Falsification of Company records
- Misrepresentation of leave time or request for leave time
- Violation of Workplace Violence Policy
- Flagrant violation of the Communication Policy

Major Safety Rule Violations (Include, But Are Not Limited To, The Following:

- Lockout/Tag Out
- Lift truck trailer entry rules
- Confined space rules
- Unauthorized removal of a machine guard
- Unauthorized access to a guarded area
- Defeating safety devices

The above Work Rule Violations subject employees to discipline up to and including discharge, even on the first offense.

General Work Rule Violations:

Examples are:

- Poor job performance
- Safe work rule violations (non-major safety rules)
- No-call/No-show absence.
- Failure to call-off per Absence Policy (employee who call off within the first one(1) hour of his shift shall not be charged with an occurrence under this Progression of Discipline Policy.)
- Failure to report a work-related injury immediately after it occurs.
- Violation of Plant work rules
- Failure to report property damage incident immediately after it occurs.
- Violation of the Communications Policy.

The progression of discipline for General Work Rule violations will be as follows:

<u>Offense</u>	<u>Discipline Action</u>	<u>Length Active</u>
First Offense	Written Warning	6 months
Second Offense	2 <sup>nd</sup> Written Warning	6 months
Third Offense	Final Written Warning	1 year
Fourth Offense	7 unpaid calendar day suspension	1 year
Fifth Offense	Termination	

The work rules listed above are not all inclusive but represent the types of unacceptable behavior which will subject an employee to discipline. All of the above Work Rule Violations constitute unacceptable performance and are taken together in the progression of discipline. The Union will be notified of all disciplinary action.

**ROSSFORD**  
**MEMORANDUM OF AGREEMENT**  
**UNIFORM POLICY**

The Company agrees to provide uniforms for employees during the term of this contract as follows:

Hot End

- Cloth coveralls will be leased and laundered for use of Hot End employees working in the Batch House.

Maintenance

- Eleven (11) sets of uniforms: 11 long-sleeved shirts and 11 pants) for all non-continuous maintenance employees. Thirteen (13) sets for all continuous maintenance employees. These uniforms are leased and laundered.

Uniforms for maintenance employees are considered Company property. Deliberate destruction of these uniforms will be handled under the disciplinary process. When employees leave the Company, they are responsible for the return of these uniforms and will have the cost of any missing uniforms deducted from their final checks.

Maintenance uniforms are regarded as part of their PPE and must be worn while working .

Safety Shoes must meet appropriate ASTM standards.

Production

- The Company agrees to provide up to \$275.00 every twelve (12) months for the purchase of safety shoes and may purchase one set of in-soles. The employee must purchase the shoes from an approved vendor within two (2) weeks of issuance of the voucher.

Maintenance & Hot End Utility

- The Company agrees to provide up to \$325.00 every twelve (12) months for the purchase of safety shoes. The employee must purchase the shoes and in-soles from an approved vendor within two (2) weeks of issuance of the voucher.

\*Note: Electricians must buy EH electrical hazard rated boots (ASTM F2413-11 section 5.5)

\*Employees subject to high heat applications must buy safety boots with high heat rated soles.

**ROSSFORD PLANT**  
**LOCAL AGREEMENT**  
**VACATION POLICY**

Pursuant to the Supplemental Agreement – Other Agreements, dated July 3, 2003, the Rossford, Local 9G and the Rossford Plant Management agree, as follows:

Hourly Vacation Request Guidelines

1. Vacation requests must be signed by a department head or supervisor and employee.
2. Vacation requests of five (5) or more days must be submitted at least fourteen (14) days prior to the date requested for vacation. Vacations of less than five (5) days must be submitted twenty-four (24) hours prior to the date requested for vacation. The standard ten (10) day notice cannot be provided in these circumstances. The Company will provide as much notice as is practicable.
3. Adding or canceling vacations may be done on the same form. Employees must give 24 hours notice on any cancellation of vacation. An employee must give a two (2) hour notice on a cancellation of a half day vacation.
4. Vacation requests of one week or more duration will take precedence over requests of one or two days.
5. Total vacations will not exceed 13% of the number of active employees per shift and core area. The employer agrees to rounding up when determining the number of employees allowed to be on vacation.
6. In the event an employee voluntarily changes shift or core areas, i.e. bids, promotes or transfers to another department or core area, all previously scheduled and approved vacations shall be carried forward to their new shift, department or core area as long as they fall within the 13% maximum allowed. Emergency vacation days are not additional vacation days but are included in the amount of vacation time allocated by contract. A request for an emergency vacation day will not be denied if the 13% rule has not been met.
7. Only two (2) Level 3 employees per shift in the Float Cold End will be allowed to take vacation at a time.
8. Rossford Assembly
  - Only one (1) Process Tech per skill block will be allowed to take vacation at a time unless there is adequate coverage.
  - Only one (1) Cell Lead employee per skill block will be allowed to take vacation at a time unless there is adequate coverage.

Emergency vacations will be limited to five (5) occurrences per year. Employees must call one (1) hour before the start of the shift. A vacation day will be charged as an emergency vacation if less than twenty-four (24) hours' notice is given and is approved by a supervisor.

Employees shall be permitted to take five (5) eight (8) or twelve (12) hour vacation days in four (4) or six (6) hour increments. These split vacation days must be submitted to the Company twenty-four (24) hours prior to the request time. Supervisors have the discretion to allow less than 24 hours' notice in cases of emergency where the 13% rule has not been met.

## **Section 4**

# **Other Exhibits, Supplements and Letters of Agreement**

**ROSSFORD**  
**SUPPLEMENTAL AGREEMENT**  
**COST-OF-LIVING ALLOWANCE**

United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO,CLC, on behalf of its Rossford, Local 9G (hereinafter referred to as the "Union") and Pilkington North America (hereinafter referred to as the "Company"), hereby agree as follows:

1. This Supplemental Agreement is a supplement to and a part of the General Agreement between the parties effective June 29, 2024; and shall be applicable to the Company's Rossford, Ohio plant.
2. The following provisions shall be applicable to the Cost-of-Living Allowance provided herein:
  - (a) The Cost-of-Living Allowance will be determined in accordance with changes in the official Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), published by the Bureau of Labor Statistics, U.S. Department of Labor (1982-84 equals 100) hereinafter referred to as the BLS Consumer Price Index.
  - (b) Continuance of the Cost-of-Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Base Period Index for June, July and August 2024. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this supplemental agreement, a monthly consumer price index in its present form and calculated on the same basis as the Indexes for June, July and August 2011.
3. On December 1, 2024, the average Consumer Price Index for the twelve months of November 2023 through October, 2024 shall be measured against the average Consumer Price Index for the twelve months of November, 2022 through October, 2023. The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate from one year to the next. If this increase equals or exceeds four and one-half percent (4.5%) then a lump sum payment shall be made to all employees on the active payroll on December 1, 2024 in the following amounts:

<u>Inflation Rate Increase</u>	<u>Lump Sum Payment Per Employee</u>
At least 4.5%, but less than 5.5%	\$150.00
At least 5.5%, but less than 6.5%	\$250.00
At least 6.5%, but less than 7.5%	\$375.00
At least 7.5%, but less than 8.5%	\$550.00
8.5%and Over	\$750.00

4. On December 1,2025, the average Consumer Price Index for the twelve months of November 2024 through October 2025, shall be measured against the average Consumer Price Index for the twelve months of November 2023 through October, 2024, The change in the two average Consumer Price Indexes shall be converted to a



percentage of increase in the inflation rate from one year to the next. If this increase equals or exceeds four and one-half percent (4.5%), then a lump sum payment shall be made to all employees on the active payroll on December 1, 2025, in the amounts determined by the chart in Paragraph 3, above.

5. On December 1, 2026, the average Consumer Price Index for the twelve months of November 2025 through October 2026 shall be measured against the average Consumer Price Index for the twelve months of November 2024 through October, 2025, The change in the two average Consumer Price Indexes shall be converted to a percentage of increase in the inflation rate from one year to the next. If this increase equals or exceeds four and one-half percent (4.5%), then a lump sum payment shall be made to all employees on the active payroll on December 1, 2026, in the amounts determined by the chart in Paragraph 3, above.

**ROSSFORD FLOAT PLANT**  
**SUPPLEMENTAL AGREEMENT**  
**WORK SYSTEM**

In order to ensure the future profitability and success of the Company as well as protect the security and prosperity of all employees, Pilkington North America (hereinafter referred to as the "Company"), and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC on behalf of its Rossford, Local 9G (hereinafter referred to as the "Union") do hereby agree to define the way work is done at the Rossford plant as follows:

**I. TEAM STRUCTURE**

Groups of employees on each shift/crew will work together as a total team sharing tasks required to operate the plant to meet customer requirements. Employees on the team will be assigned to perform required tasks using the three simple criteria that follow:

1. Safe: The task to be performed must be safe, not exposing anyone to undue hazard or risk of injury.
2. Structured: The task must have a defined method for being performed, and the employee must be properly trained to perform it.
3. Sensible: The task to be performed should make appropriate use of the particular employee's skills and qualifications.

If an employee is asked to perform a task that they feel is not safe, the following acts should be taken:

1. Respectfully decline and explain why they feel it is not safe.
2. Notify the supervisor of the details of the situation along with suggestions, ideas and recommendations for implementing safe work practices.

Once a task has been determined to be unsafe, Management and Union Leadership will evaluate the task and take appropriate action(s) to ensure that the task can be performed safely in the future, or not at all. The evaluation of any determinations will be posted on appropriate bulletin boards throughout the plant.

Both parties understand and agree that the team structure must operate with very high levels of flexibility, cooperation and employee participation in decision making. Supervisors and managers will work with the teams consistent with the guidelines above, while retaining the ultimate responsibility and authority for crewing decisions.

The Rossford Plant is organized into the following three groups:

1. The Manufacturing Group – Employees performing the tasks associated with the production and handling of glass, subdivided into the Hot End Core Area, Coating Core Area, and the Cold End Core Area.
2. The Maintenance Group – Employees working in the electrical or mechanical or dual Trade core areas to maintain plant operations.

Employees will use their plant seniority to bid to specific shifts or crews in their core area. They will then submit task preferences as determined in each area for assignments they wish to perform within that core area of their team. For bidding purposes, employees will then use their seniority and skill assessment to determine their task preferences in a core area. Within each core area, all employees in that core area will be required to qualify on specific required skills in order to work on that team. In addition, employees may be required to qualify in other skills in order to maintain the proper skill mix within that team. The Company and the Union Committee will meet to determine the number of employees who will be required to qualify in each skill area within each team and to, limit the number of employees who can qualify in specific skill areas within each team. Should the Company and Union not agree, the Company may implement the number of employees who will be required to qualify in each skill area within each team and to limit the number of employees who can qualify in specific skill areas within each team.

## **II. TRAINING AND DEVELOPMENT**

Enhancing the skill levels and qualification of all team members is perhaps the most critical factor to the success of the Work System. Every employee must have the opportunity to develop his/her skills in various areas of the operations. The Company will ensure employees receive training and assessments from acceptance of training within ninety (90) days per assessment.

There are methods to objectively assess the level of qualifications of team members. A structured system for assessing and certifying qualifications is in place and will be improved from time to time, based on business needs. To facilitate the qualification process, a specific training plan will be in place for each task. The Union Committee will be provided a copy of the training plan for each task. The employee being trained will also be provided a copy of the training plan for the task. An employee will be allowed to accept training on two (2) tasks, but only one (1) of those tasks can be a level 3.

## **III. SKILL-BASED PAY PLAN**

The Work System includes a Skill-Based Pay Plan to improve the overall skill base and reward team members for the application of these skills at work. Changes in customer requirements or technology may require a change or modification of the skills in different core area levels.

All assessments must be passed at 100%. The employee will have four (4) opportunities to pass the assessment. The employee will have two (2) weeks between testing to improve their knowledge base. An employee will be provided with Union representation during the 4<sup>th</sup> assessment.

- All increases are effective the first Sunday following successful completion of the assessment.

### **1. Probationary Employees – Level 1 Cold End Skills**

New employees working during the 440 hour probationary period will receive orientation and training to familiarize them with plant operations and Company policies and procedures, as well as specific training in areas such as safety, quality, and Total Productive Maintenance. Effective June 30, 2024 the starting rate of pay for new employees will be \$20.06. Effective June 29, 2025 the starting rate of pay

for new employees will be \$20.87. Effective June 28, 2026 the starting rate of pay for new employees will be \$21.70.

Probationary employees will be given training in a variety of areas to determine their suitability for a position at the Rossford plant. At the end of the 440 hour probationary period the employee will move to the effective post-probationary wage rate.

This Level 1/Basic Cold End Skills Block shall include the following tasks:

- Basic Total Productive Maintenance
- Packaging Operations
- Basic Safe Vehicle Operation Including Fork Truck
- General labor tasks

2. Level 2 Cold End Skills

Upon successful completion of the Level 1/Basic Cold End Skills Block, employees may then progress to either the Level 2 Cold End Skills, Level 2 Hot End Skills, or Level 2 Coating Skills. Upon successful completion of the entry level tasks as listed below, the Company will select employees from the training log in accordance with seniority to train on the following tasks.

<u>Tasks</u>	<u>Entry Level Tasks</u>
Advanced Vehicle Operations	Basic Forktruck operations
Shipping Dock Operations	Advanced Vehicle Operations
Spotter Operations	Shipping Dock operations
Stacker Operations	Level One/Basic skills
Full Bay 5 Operations	Advanced Vehicle Operations
Quality Spot Check	Level One/Basic Skills
Quality Rover	Level One/Basic Skills

After one (1) year of continuous service as a qualified advanced vehicle operator (forklift operation/inventory control and/or utility trucker/shift support) there will be a one time increase of \$.25 to the employee's base pay rate effective upon the ratification of the Labor Agreement. The employee must maintain the bid to remain eligible for the increase. The maximum wage rate cannot exceed maximum level 3 wage rate in the cold end.

An employee selected by the Company for training in the area(s) shown above, will be offered the training opportunity within three (3) months of completing their probationary period. If the employee believes the training is not adequately provided the matter will be brought forth to the Oversight Committee.

Upon successful qualification on each of the Level 2 Cold End Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

Employees who transfer to Float Cold End from Rossford Assembly must qualify in the Level 1 Basic Cold End Skills in order to remain in this department.

## Trainer Coordinator

Employee must agree to work a flexible work schedule in order to help ensure training of all employees on all shifts. The coordinator will assist with the training programs as well as keep track of the progression of the training for all employees.

- Collect and report accurate training data.
- Inspire, Drive, Communicate, Demonstrate, and help training efforts on all shifts.
- Enter / maintain training assessment and progress data in Excel and in ERS simultaneously.
- Work with Union Leadership and Plant Leadership to understand training status and discuss potential training needs.
- Responsible for working with the team to ensure completion of new hire checklists.
- Perform classroom training, SOP reviews, lessons, or testing for teams as needed.
- Introduce new employees to the work areas, assist with orientations, and support the plant in other projects as needed.

### Selection Process:

The employee will be selected for these tasks through a selection process which includes all of the following:

Seniority  
Qualifications  
Work Record (Not to exceed Last Step of Discipline for Performance)  
Interview

This is a working position, and the employee may be required to perform production duties based on business needs. Listed below are the minimum requirements that apply to the Trainer Coordinator position:

- Minimum 2-years plant experience
- Assessed in at least one Level 3 task.
- Ability to communicate with all levels of employees within the department.
- Ability to work independently.
- Intermediate Computer Skills (Microsoft Office, SAP, ERS)

### 3. Level 2 Hot End Skills

In order to achieve Level 2 Hot End qualified status, employees must be certified in the following tasks:

- Pay loader/Cullet Operations
- Raw Materials Handling
- General Support

Upon successful qualification on each of the Level 2 Hot End Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

An employee assigned to Rossford Assembly after probation may transfer to the Hot End. Such employee must complete all the hot end level 2 skill assessments or will be required to transfer to another department or Rossford Assembly.

4. Level 2 Coating Skills

In order to achieve Level 2 Coating qualified status, employees must be certified in the following tasks:

- Coater Cleaning
- Coating Catwalk
- Coating Quality

Upon successful qualification on each of the Level 2 Coating Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

An employee assigned to Rossford Assembly after probation may transfer to the Coating department. Such employee must complete all the Coating level 2 skill assessments or will be required to transfer to another department or Rossford Assembly.

5. Level 3 Cold End Skills

Upon successful completion of the Entry Level Tasks, employees may progress to the Level 3 Cold End Task(s).

<u>Tasks</u>	<u>Entry Level Tasks</u>
Quality Operations- Zebra	Quality Spot Check
Quality Technician	Quality Rover
Online Operations	Stacker Operations

Upon successful qualification on each of the Level 3 Cold End Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

- Employees in the Float Cold End Core Area will only be paid the Level 3 skill base pay when they hold a skill Level 3 tasks as their first preference, when they actually work a skill Level 3 task, or when they hold a bid as a forklift operator (forklift operation/inventory control and /or utility trucker/shift support) or when they hold a bid as a Full Bay 5 operator.
- Once an employee has passed a level 3 assessment, they remain eligible to train on level 2 tasks but ineligible to train on another level 3 task for 3 months from the date of the assessment. Unless no one else is signed up in the training log.
- Employees will be offered training within three (3) months of completing their probationary period. If the employee believes the training is not adequately provided, the matter will be brought forth to the Oversight Committee.

## 6. Level 3 Hot End Skills

Upon successful completion of the Level 2 Hot End Skills Block, employees must progress to the Level 3 Hot End Skills Block.

- Tank Operations
- Batch Operations
- Bath Operations
- Lehr Operations

Upon successful qualification on each of the Level 3 Hot End Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

After twelve (12) total months of continuous service as a fully qualified Hot End employee, there will be a one time increase of \$1.40. Transfers to Coating will maintain their current level (including continuous service) of pay until fully assessed or twelve (12) months, whichever occurs first.

### Hot End Advanced Manufacturing Skills

- Upon successful completion of Level 3 Hot End Skill Blocks, Hot End employees may then qualify for Hot Works Specialist/Utility advanced manufacturing skills.

### Hot Work Specialist/Utility

Interested employees may apply for training as a Hot Work Specialist/Utility. The number of employees holding this position will be based on business needs. The criteria and qualifications are listed below:

- Employees will be selected for training through a selection process that includes seniority, testing, qualifications, and work record. The employee will have no physical limitations to performing the essential functions of the position.
- Due to the cost and volume of training, employees who are accepted into and successfully complete this training must maintain this task as their number one preference for the duration of the bid.
- Employees holding this position must be current Hot End employees qualified in all Hot End tasks and will be utilized in these tasks as departmental and business needs require. They will, however, maintain their rate of pay regardless of task assignment.
- Like all other Hot End employees, they may be utilized in other areas of the float to meet business needs. However, it is the discretion of management whether or not they should be moved or if their qualifications are required. Employees cannot be bumped during scheduled hot work.
- It is expected these will be day shift positions, however, if business needs dictate, the shifts could change for a short duration.

- Disqualification: Employees holding this position must maintain accepted standards for safety, attendance, performance and discipline. Management reserves the right with documentation to disqualify employees who do not maintain these standards.
- The pay for this position will be \$0.65 per hour over the employee's existing pay rate.

#### 7. Level 3 Coating Skills

Upon successful completion of the Level 2 Coating Skills Block, employees must progress to the Level 3 Coating Skills Block.

- Pollution Control Plant
- Chemical Delivery
- Coating Operations

Upon successful qualification on each of the Level 3 Coating Skills, the employee will receive the indicated pay rate as shown on the Float Wage Table located on page 23, added to their base wage.

After twelve (12) months of continuous service as a fully qualified Coating employee, there will be a one time increase of \$1.40 to the employee's base pay rate. Transfers to Hot End will maintain their current level (including continuous service) of pay until fully assessed or twelve (12) months, which ever occurs first.

#### Basic Skills Desired and Classroom Training Information

As business and customer needs change and new technology becomes available, the need for employees with specialized advanced skills may arise. As these situations occur, the Company and Union agree to work through the Oversight Committee to determine the advanced skills required, however, Management reserves the right to determine how many employees need to have these skills based on business needs.

#### 6. Basic Maintenance Technician

New employees hired as presently qualified Mechanics, Electrician or Dual Skilled (Mechanic and Electrician) shall be considered to possess Basic Maintenance skills and will be paid at the starting wage rate for the specific skill.

Qualification of new hires is determined through the hiring process including a test related to the applicant's core area. After completing the probationary period, new hire employees will move to the effective post-probationary rate for the specific skill.

Anyone capable of passing the hiring test for both trade skills will be considered fully dual skilled. They will be able to fulfill all task requirements of either skill.

Current employees wishing to become dual skilled will be allowed to take the hiring test. In event the employee is unable to pass the test, the employee will not be permitted to take the test a second time:



- for a period of one (1) year or
- until the employee can provide a certificate from a technical school showing successful completion of appropriate training courses.

### 1<sup>st</sup> Operator Maintenance

Based on business needs, there may be times when there is an opportunity for hourly union employees to take on a leadership role with a particular work group or in a particular area.

- These employees will be selected for these positions through a process that includes all of the following:
  - Seniority
  - Testing
  - Qualifications
  - Absentee and/or work record
- This is a working position, and these employees will continue to work on their regularly assigned tasks in addition to the 1<sup>st</sup> Operator responsibilities.
- Employees seeking these positions will be provided with a listing of the 1<sup>st</sup> Operator duties and responsibilities for the work group or area to which they are applying. Listed below are requirements that apply to all 1<sup>st</sup> Operators.
  - 1<sup>st</sup> Operators must demonstrate leadership qualities. Coordinates and provides a leadership role to ensure plant safety and housekeeping guidelines are adhered to.
  - 1<sup>st</sup> Operators must support the continuous improvement process, team concepts and act as a facilitator for the team.
  - 1<sup>st</sup> Operators must recognize sub-standard production performance and product quality. Variances to standard will be accurately reported in a timely manner and corrective actions will be taken.
  - 1<sup>st</sup> Operators will assist production, maintenance and/or engineering to ensure process equipment is repaired or replaced to provide a quality product.
  - 1<sup>st</sup> Operators must attend all training courses as assigned, possess and demonstrate problem solving skills, work all scheduled hours as assigned, have working knowledge of all operations within the area he or she is assigned and report to area management.
- These individuals will maintain their rate of pay even if assigned to other areas or tasks unless they voluntarily remove this task as their first preference. Any self-disqualification will move the employee's 2<sup>nd</sup> task preference to their 1<sup>st</sup> preference and so on.
- Employees holding the 1<sup>st</sup> Operator position cannot be bumped for the term of the bid.
- Disqualification: Employees holding this position must maintain accepted standards for safety, attendance, performance, and discipline. Management reserves the right to disqualify employees with documentation who do not maintain these standards. If for any reason, a 1<sup>st</sup> Operator is medically disqualified or disqualified by the Company, that person has the right to exercise his or her seniority within their home department, other than that of another 1<sup>st</sup> Operator position.

The Company and Union agree that this position will be paid \$1.30 per hour over the employee's existing pay rate.

As business and customer needs change and new technology becomes available, the need for employees with specialized advanced skills may arise. As these situations occur, the Company and Union agree to work through the Oversight Committee to develop a format and pay rate for these skills however, Management reserves the right to determine how many employees need to have these skills based on business needs.

#### **IV. ROTATION OF ASSIGNMENTS AND REFRESHER TRAINING IN QUALIFIED SKILLS**

The Company and the Union understand and agree that this Work System cannot function effectively without some system of job rotation. Employees must be regularly rotated between assignments in order to keep their skills current, and to perform the various tasks for which they are being compensated. Therefore, a system mutually developed by both parties that allows for periodic performance of qualified skills needs to be part of the daily movement system. This system must ensure that production employees are given the opportunity to perform all Skill Level Three (3) tasks during the course of their normal shift rotation.

If any employee has not had the opportunity to perform the above identified qualified skill for a period of greater than three (3) months because of absence restrictions or lack of opportunities, then the employee may be required to take a refresher training and/or assessment and/or demonstrate proficient ability in the skill to a trainer and/or immediate supervisor.

#### **V. SENIORITY**

Both parties fully recognize the important role that seniority has played in the past and will continue to play into the future. Likewise, both parties understand that a strict seniority-based system for making day-to-day job assignments will not allow employees enough opportunity to upgrade and refresh their skills, nor provide the Company the flexibility required to maximize efficiency and productivity. Therefore, the use of seniority will continue as one criterion in making assignment decisions and will prevail as long as the business needs of the operations are met. Some examples of situations where seniority would not prevail are:

- The job rotation system requires someone to get refresher training
- Employees require the opportunity to qualify on a task to achieve movement under the Skill Based Pay Plan
- The mix of qualifications on a crew/shift requires assignment contrary to seniority in order to maintain production
- Team openings that occur during the course of the shift

Employees who are reporting to work on coverage shift will use their seniority, based on their task preferences, to fill the assignments required to operate the shift. Vacancies occurring during the first two (2) hours of the shift, which will need to be filled for the balance of the shift, will be filled in the same manner, except that no employee will be moved from his number one task preference unless he/she is needed to perform work because of qualifications. Vacancies arising after the first two (2) hours of the shift, which need to be filled for the balance of the shift, will be filled by a qualified employee

available to perform the assignment, while making the minimal number of personnel moves and will thoroughly be explained to the union.

In a case where more than one employee desires the opportunity to receive training on a given task or assignment, seniority will be used to allow the employee with the most service time to get the training opportunity first. Employees at the last step of the Progressive Discipline Procedure will be bypassed until their record meets acceptable standards at which time, they will be eligible for the next training opportunity.

Employees at the last step of the Progressive Discipline or Attendance Procedure cannot transfer to the Hot End and will be bypassed until their record meets acceptable standards at which time, they will be eligible for the next transfer opportunity.

In a case where it becomes necessary to limit the numbers of employees that can be provided training opportunities and thereby Skill Based Pay Level progressions, seniority will be used to determine which employee or employees will receive the opportunity for progression.

#### **VI. CREW/SHIFT SCHEDULES**

The Company agrees to consult with the Union in advance of the shift change implementation in order to gain insight regarding employees' preferences on various schedule options.

#### **VII. MOVEMENT AND ASSIGNMENT PREFERENCES**

In lieu of creating and posting the traditional promotion schedule, the parties agree to track and make available to all employees a schedule containing the seniority standing of all employees, their qualification status, their task assignment preferences, and their preferences for future training opportunities. This schedule will be used to guide supervisors and employees in determining day-to-day job assignments and in allocating training resources and opportunities.

Each core area within the plant (Float Cold End, Float Hot End, Float Coating and Maintenance) will participate in a core area bid that will commence within sixty (60) days of contract ratification. There will be a second bid during the term of this agreement effective January 2026.

Vacancies on a given shift/crew that occur during the course of the term of the bid will be filled by allowing employees on all crews in the core area to bid to the vacancy by plant seniority. Department bids for openings will not be done more than bi-weekly or when business needs dictate. An employee at the last step of the Progressive Discipline Procedure will be bypassed until their record meets acceptable standards at which time, they will be eligible for future bid opportunities.

It is also understood that the parties agree that employees in the Maintenance Group may be assigned to assist production employees in the performance of some traditional production tasks, such as assisting with production changeovers, changing windows, etc. Such assignments will be of short duration, most frequently in conjunction with maintenance work in process. However, there may be times when maintenance employees will work in production tasks for short duration to meet urgent business requirements.

Both parties recognize the need to keep a proper skill balance on each of the crews/shifts. Additionally, Management reserves the right to assign or retain employees on a specific shift or crew, based on seniority, qualifications and the needs of the operations.

**VIII. QUALIFICATION DECISIONS**

Decisions on whether an employee has successfully qualified on a task needs to be a joint Union/Management decision to the extent possible. Therefore, input on the status of employee qualifications will be gathered from the employee being trained (through assessment) from the trainer conducting the training, and from the employee's immediate supervisor. The final qualification decision will rest with the employee's department manager with input from the employee's Union representative.

**IX. OVERSIGHT COMMITTEE**

The role of this group will be to monitor the operation of the system to ensure that the letter and the spirit of this agreement is upheld. It will also be the role of the committee to maintain a conduit for employees to have input regarding the functioning of the Work System and to resolve disputes should they arise. The Oversight Committee will be made up of the Union Bargaining Committee and an equivalent a number of Rossford management representatives, including the Plant Manager. This group will be co-chaired by the Plant Manager and the Union President. Either co-chair may request a meeting to address any issues or present recommendations.

**X. APPLICATION AND MODIFICATION OF AGREEMENT**

Because of the fact that this Agreement represents a fundamental change in the nature of how the workplace will operate, it is recognized that many of the concepts contained herein may not be fully developed. It is also understood that there will likely be many issues or points of contention that will surface which are not now foreseen by either party. Much like the workplace of the future, this Agreement must therefore remain flexible enough to accommodate those issues into the future.

As a consequence of the foregoing, either party may request discussions to consider modification of or addition to this Agreement. Such modifications or additions will be submitted in writing to the opposite co-chair forty-eight (48) hours in advance of the meeting and will be included in the agenda for the meeting. It is agreed that neither party will unreasonably withhold agreement to enter into such discussions and will participate in such discussions in good faith.

In the event that any provision of this agreement is inconsistent or in conflict with any provision of the current Labor Agreement, the provisions of this agreement shall take precedence over and supersede those provisions of the prior Labor Agreement.

This Agreement will serve as a supplement to and a part of the General Labor Agreement between the parties and will continue in effect for the duration of the current Labor Agreement, effective June 29, 2024, to June 29, 2027.

**ROSSFORD ASSEMBLY DEPARTMENT  
SUPPLEMENTAL AGREEMENT  
NEW WORK SYSTEM**

In order to ensure the future profitability and success of the Company as well as protect the security and prosperity of all employees, Pilkington North America (hereinafter referred to as the "Company"), and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC on behalf of its Rossford, Local 9G (hereinafter referred to as the "Union") do hereby agree to define the way work is done at the Rossford Assembly Department as follows:

**I. TEAM STRUCTURE**

Groups of employees on each shift will work together as a total team sharing tasks required to operate the department to meet customer requirements. Employees on the team will be assigned to perform required tasks using the three simple criteria that follow:

1. Safe: The task to be performed must be safe, not exposing anyone to undue hazard or risk of injury.
2. Structured: The task must have a defined method for being performed, and the employee must be properly trained to perform it.
3. Sensible: The task to be performed should make appropriate use of the particular employee's skills and qualifications.

If an employee is asked to perform a task that they feel is not safe, the following acts should be taken:

1. Respectfully decline and explain why they feel it is not safe.
2. Notify the Supervisor immediately of the details of the situation along with suggestions, ideas and recommendations for implementing safe work practices.

Once a task has been determined to be unsafe, Management and Union Leadership will evaluate the task and take appropriate action(s) to ensure that the task can be performed safely in the future, or not at all. The evaluation of any determinations will be posted on appropriate bulletin boards throughout the plant.

Both parties understand and agree that the team structure must operate with very high levels of flexibility, cooperation and employee participation in decision making. Supervisors and managers will work with the teams consistent with the guidelines above, while retaining the ultimate responsibility and authority for crewing decisions.

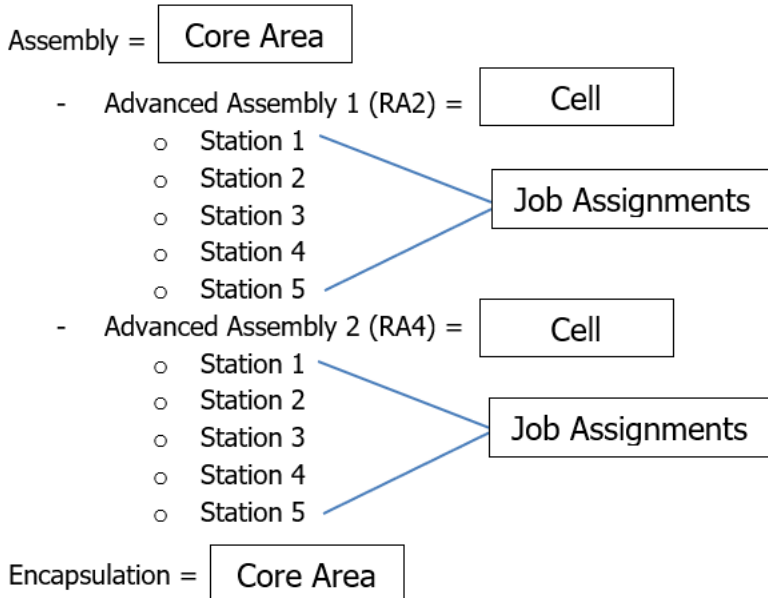
The Rossford Assembly plant is organized into the following core areas:

1. The Manufacturing Group – Employees performing the job assignments associated with the production and handling of glass in the Assembly, Encapsulation, Trucking and Support functions.

Listed below are the Rossford Assembly work system definitions:

- Core Area – the primary production areas within the plant. (Assembly, Encapsulation, Support and Trucking)
- Cell – within each core area there are multiple assembled products.
- Job Assignments – are all stations/areas associated within the Cell.

## Example



Employees will use their plant seniority to bid to specific shifts in a core area within a cell. Within each core area, all employees will be required to qualify on all job assignments within the cell in order to work on that team. The Company and the Union Committee will meet to determine the number of employees who will be required to work in each core area. Should the Company and Union not agree, the Company may determine the amount of employees within each core area.

### **Wages:**

Employees will only be paid Assembly Operator, Encapsulation Operator, Cell Lead, or Process Tech/Tooling Tech pay rates when they hold an Assembly Operator, Encapsulation Operator, Cell Lead, or Process Tech/Tooling Tech bid or when they actually work an Assembly Operator, Encapsulation Operator, Cell Lead, or Process Tech/Tooling Tech. In cases where there are no available bid openings on any shift, that an employee is eligible to bid to, they will retain their wage. If an opening becomes available that an employee is qualified for, on any shift, the employee will be required to bid to that opening, or they will not retain their wage.

## **II. TRAINING AND DEVELOPMENT**

Enhancing the skill levels and qualification of all team members is perhaps the most critical factor to the success of the Work System. Every employee must have the opportunity to develop his/her skills in various core areas of the operations. The Company will ensure employees receive training within sixty (60) days of acceptance of the bid. After completion of training it is the responsibility of the employee to request an assessment.

There are methods to objectively assess the level of qualifications of team members. A structured system for assessing and certifying qualifications is in place and will be improved

from time to time, based on business needs. To facilitate the qualification process, a specific training plan will be in place for each job assignment. The Union Committee will be provided a copy of the training plan for each job assignment. The employee being trained will also be provided a copy of the training plan for the job assignment.

Disqualification Process for Cell Leads and Process Tech/Tooling Tech:

- Employees holding this position must maintain accepted standards for safety, attendance, performance and discipline. Management reserves the right with documentation, to disqualify employees who do not maintain these standards.
- If for any reason, an employee is medically disqualified or disqualified by the Company, that employee has the right to exercise their seniority within the department, other than that of another position at their current level or above.
- The employee may not bid to another position at their current level for six (6) months.

Basic Skills Desired and Classroom Training Information

As business and customer needs change and new technology becomes available, the need for employees with specialized advanced skills may arise. As these situations occur, the Company and Union agree to work through the Oversight Committee to determine the advanced skills required, however, Management reserves the right to determine how many employees need to have these skills based on business needs.

**III. ASSESSMENT PROCESS**

All assessments must be passed at 100%. The employee will have four (4) opportunities to pass the assessment. The employee will have two (2) weeks between testing to improve their knowledge base. An employee will be provided with Union representation during the 4<sup>th</sup> assessment.

- All increases are effective the first Sunday following successful completion of the assessment.
- Once an employee has passed a Cell Lead or Process Tech/Tooling Tech assessment, they are then frozen in the bid position nine (9) months from the date of awarded bid unless it is an opportunity for advancement or to the exact cell on a different shift.

**Probationary Employees – Basic Skills:**

New employees working during the 440-hour-probationary period will receive orientation and training to familiarize them with plant operations and Company policies and procedures, as well as specific training in areas such as safety, quality, and Total Productive Maintenance.

1. Operators:  
Upon successful completion of the probationary period employees may then bid to an open position that their seniority will hold. They will be eligible for an increase once they have successfully passed the assessment associated with that of Assembly Operators or Encapsulation Operators.
2. Assembly/Encapsulation Operators:  
Upon successful completion of the probationary period employees may then bid to an open position that their seniority will hold.
3. Cell Lead:  
Upon successful qualification of an Assembly/Encapsulation Operator Assessment,

employees are then qualified to bid to Cell Lead vacancies based on the selection process below for that specific vacancy. (Exception is the Support Bid where an Assembly Operator bid may not be defined).

They will be eligible for an increase once they have successfully passed the assessment associated with that Cell Lead bid.

1<sup>st</sup> Assessment in Cell Lead position must be completed within 60 days of start of training.

This is a working position and these employees will continue to work their regularly assigned duties in addition to the Cell Lead responsibilities for the core area to which they are applying.

Listed below are the requirements that apply to all Cell Lead Positions:

- Must pass the assessment before pay is adjusted.
- Must ensure plant safety and housekeeping guidelines are adhered to.
- Must support the continuous improvement process, team concepts and act as a facilitator for the team.
- Must recognize sub-standard production performance and product quality. Variances to standard will be accurately reported in a timely manner and corrective actions will be taken.
- Will assist production, maintenance and/or engineering to ensure process equipment is repaired or replaced to provide a quality product.
- Must attend all training courses as assigned, possess and demonstrate problem solving skills, work all scheduled hours as assigned, have working knowledge of all operations within the area he or she is assigned and report to area management.
- Once qualified in your bid as a Cell Lead, you cannot be bumped for the term of the bid.

#### 4. Stores Coordinator

Employee (s) must agree to work a flexible work schedule with one week notice in cases of a shift change.

##### Selection Process:

These employees will be selected for these tasks through a selection process which includes all of the following:

- Seniority
- Testing
- Qualifications
- Work Record (not to exceed last step of progressive discipline)

This is a working position and these employees may be required to perform production duties based on business needs. Listed below are the requirements that apply to the Stores Coordinator:

- Minimum 2 years plant experience
- Ability to communicate with all levels of employees within the department
- Ability to work independently
- Intermediate Computer Skills (Microsoft Office, SAP, Microsoft Access and



## Mainframe Legacy Programs)

### 5. Process Technician:

Upon successful completion of all Cell Lead assessments in the Core Area, employees are then qualified to bid to the Process Technician based on the selection process below for that specific core area. They will be eligible for the Process Technician wage once they have successfully passed the assessment(s) associated with that Process Technician core area. Employee(s) must agree to work a flexible work schedule with one week notice in cases of a shift change/rotation/training needs. Once qualified in your bid as a Process Technician, you cannot be bumped unless by a qualified employee during the area bid process. (VIII. MOVEMENT AND ASSIGNMENT PREFERENCES, Assembly Work System)

#### Selection Process:

- Must have prior work experience defined as having passed a Cell Lead assessment for that associated core area.
- They must achieve a 100% score on the assessment.
- Ability to communicate with all levels of employees within the department
- Ability to train others
- Basic Computer Skills (Microsoft Office)
- Seniority
- Work record (not to exceed last step of progressive discipline)
- If the selected employee has completed and passed,
  - Accredited college class in pneumatics, electrical and robotics they will be paid an additional \$2.00 per hour.

## **IV. ADDITIONAL DUTIES AND ASSIGNMENTS**

The duties and assignments listed below fall outside of the normal job assignments. These positions are limited in number based on the business needs. Each position has additional qualifications listed below. When a team member holds these bids, they will be paid the specified rate above and beyond their assessed skill wage rate.

### 1. Training Coordinator:

Employee (s) must agree to work a flexible work schedule with one week notice in cases of a shift change. You cannot be bumped unless by a qualified employee during the area bid process. (VIII. MOVEMENT AND ASSIGNMENT PREFERENCES, Assembly Work System)

#### Selection Process:

- Must have prior work experience defined as having passed the assessment for the core area.
- They must achieve a 100% score on the assessment.
- Ability to communicate with all levels of employees within the department
- Ability to train others
- Basic Computer Skills (Microsoft Office)
- Seniority
- Work record (not to exceed last step of progressive discipline)
- Three (3) years experience in at least two (2) Assembly Operators assessments or held the trainer bid for a minimum of one year.
- If the selected employee has completed and passed,
  - Certificate in Train the Trainer, they will be paid an additional \$1.75 per hour.

## 2. Trainer

Any employee training another employee assigned by the Training Coordinator and/or Supervisor will be paid an additional \$0.75.

## 3. Utility Positions:

Employee(s) must agree to be flexible on a daily basis based on the production needs of the plant. They will be required to fill open positions on the production floor due to vacations, open bids, training, etc... These positions will be bid out via the normal bid process and any employee holding a Utility Position will be paid an additional \$0.35 while holding the bid.

## 4. Tooling Technician:

Employee (s) must agree to work a flexible work schedule with one week notice in cases of a schedule change. You cannot be bumped unless by a qualified employee during the area bid process. (VIII. MOVEMENT AND ASSIGNMENT PREFERENCES, Assembly Work System)

- Must have prior work experience defined as having passed a Blue Print & Welding Class
- Must have prior work experience defined as having passed the Process Technician assessment in that core area.
- They must achieve a 100% score on the assessment.
- Work Record (not to exceed last step of progressive discipline)
- Seniority
- Trucking qualified
- If the selected employee has completed an accredited college class in pneumatics and hydraulics, they will be paid an additional \$2.00 per hour

## 5. Advanced Vehicle Operator

After (1) year of continuous service as a qualified advanced vehicle operator (forklift operation, or shipping, or utility trucker/shift support, or quality), there will be a one time increase of \$0.25 to the employees base pay rate effective upon the ratification of the Labor Agreement. The employee must maintain the bid to remain eligible for the increase.

## 6. Inventory Control Technician

Employee(s) must agree to work a flexible work schedule with short notice in cases of a schedule change. You cannot be bumped unless by a qualified employee during the area bid process. (VIII. MOVEMENT AND ASSIGNMENT PREFERENCES, Assembly Work System)

### Selection Process:

- Must have prior work experience defined as having passed the assessments for the cycle counter in that support core area.
- They must achieve a 100% score on the assessment.
- These employees will be selected for these positions through a selection process which includes all of the following: safety, seniority, testing, qualifications
- Work record (not to exceed a final step of **progressive** discipline).
- Seniority

## **V. ROTATION OF ASSIGNMENTS AND REFRESHER TRAINING IN QUALIFIED SKILLS**

The Company and the Union understand and agree that this Work System cannot function

effectively without some system of job rotation. Employees must be regularly rotated between assignments in order to keep their skills current, and to perform the various duties for which they are being compensated. Therefore, a system mutually developed by both parties that allows for periodic performance of qualified skills needs to be part of the daily movement system.

If any employee has not had the opportunity to perform the above duties for a period of greater than three (3) months because of absence restrictions, lack of opportunities, or technical changes in the skill block, then the employee may be required to take a refresher training and/or assessment and/or demonstrate proficient ability in the skill to a trainer and/or immediate supervisor.

## **VI. SENIORITY**

Both parties fully recognize the important role that seniority has played in the past and will continue to play into the future. Likewise, both parties understand that a strict seniority-based system for making day-to-day job assignments will not allow employees enough opportunity to upgrade and refresh their skills, nor provide the Company the flexibility required to maximize efficiency and productivity. Therefore, the use of seniority will continue as one criterion in making assignment decisions and will prevail as long as the business needs of the operations are met. Some examples of situations where seniority would not prevail are:

- The job rotation system requires someone to get refresher training.
- Employees require the opportunity to qualify on a job assignment to achieve movement.
- The mix of qualifications on a crew/shift requires assignment contrary to seniority in order to maintain production.
- Team openings that occur during the course of the shift

Employees who are reporting to work on coverage shift will use their seniority based on their bids to fill the job assignments required to operate the shift. Vacancies occurring during the first two hours of the shift, which will need to be filled for the balance of the shift, will be filled in the same manner—except that no employee will be moved from his bid unless he/she is needed to perform work because of qualifications. Vacancies arising during the last six (6) hours of the shift, which need to be filled for the balance of the shift, will be filled by a qualified employee available to perform the assignment, while making the minimal number of personnel moves and will thoroughly be explained to the union.

In a case where more than one employee desires the opportunity to receive training on a given assignment, seniority will be used to allow the employee with the most service time to get the training opportunity first. Employees at the last step of progressive discipline will not be allowed to train at Cell Lead or Process Tech until their record meets accepted standards. At this time, they would be eligible for the next available training opportunity.

In a case where it becomes necessary to limit the numbers of employees that can be provided training opportunities, seniority will be used to determine which employee or employees will receive the opportunity for progression.

## **VII. SHIFT SCHEDULES**

The Company agrees to consult with the union in advance of the shift change implementation in order to gain insight regarding employee's preferences on various schedule options.

## **VIII. MOVEMENT AND ASSIGNMENT PREFERENCES**

In lieu of creating and posting the traditional promotion schedule, the parties agree to track and make available to all employees a schedule containing the seniority standing of all employees and their qualification status. This schedule will be used to guide supervisors and employees in determining day-to-day job assignments and in allocating training resources and opportunities.

Rossford Assembly will participate in an area bid that will commence within sixty (60) days of contract ratification. Another bid will be offered in January of 2026.

Vacancies on a given shift that occur during the course of the term of the bid will be filled by allowing employees to bid to the vacancy by plant seniority. Department bids for openings will be done Bi-Weekly or when business needs dictate. An employee must meet acceptable standards for safety, and their progressive discipline record may not exceed a final step. An employee will be bypassed until their record meets acceptable standards at which time they will be eligible for future bid opportunities

Both parties recognize the need to keep a proper skill balance on each of the shifts. Additionally, Management reserves the right to assign or retain employees on a specific shift or crew, based on seniority, qualifications and the needs of the operations.

## **IX. QUALIFICATION DECISIONS**

Decisions on whether an employee has successfully qualified on a job assignment needs to be a joint Union/Management decision to the extent possible. Therefore, input on the status of employee qualifications will be gathered from the employee being trained (through assessment) from the trainer conducting the training, and from the employee's immediate supervisor. The final qualification decision will rest with the employee's department manager with input from the employee's Union representative.

## **X. OVERSIGHT COMMITTEE**

The role of this group will be to monitor the operation of the system to ensure that the letter and the spirit of this agreement is upheld. It will also be the role of the committee to maintain a conduit for employees to have input regarding the functioning of the Work System and to resolve disputes should they arise. The Oversight Committee will be made up of the Union Bargaining Committee and an equivalent number of Rossford management representatives, including the Plant Manager. This group will be co-chaired by the Plant Manager and the Union President. Either co-chair may request a meeting to address any issues or present recommendations.

## **XI. APPLICATION AND MODIFICATION OF AGREEMENT**

Because of the fact that this Agreement represents a fundamental change in the nature of how the workplace will operate, it is recognized that many of the concepts contained herein may not be fully developed. It is also understood that there will likely be many issues or points of contention that will surface which are not now foreseen by either party. Much like the workplace of the future, this Agreement must therefore remain flexible enough to accommodate those issues into the future.

As a consequence of the foregoing, either party may request discussions to consider modification of or addition to this Agreement. Such modifications or additions will be submitted in writing to the opposite co-chair forty-eight (48) hours in advance of the meeting and will be included in the agenda for the meeting.

It is agreed that neither party will unreasonably withhold agreement to enter into such discussions and will participate in such discussions in good faith.

In the event that any provision of this agreement is inconsistent or in conflict with any provision of the current Labor Agreement, the provisions of this agreement shall take precedence over and supersede those provisions of the prior Labor Agreement.

This Agreement will serve as a supplement to and a part of the General Labor Agreement between the parties and will continue in effect for the duration of the current Labor Agreement, effective June 29, 2024 to June 29, 2027.

## **SUPPLEMENTAL AGREEMENT – OTHER AGREEMENTS**

Pilkington North America (hereinafter referred to as the “Company”) and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Rossford Local 9G (hereinafter referred to as the “Union”) do hereby agree as follows:

All agreements, local or otherwise, made by the parties must be specifically given contract status in order to be deemed valid. Only valid agreements can be considered enforceable under Article V of the Labor Agreement. All other agreements (excluding overtime), practices, or understandings, absent contract status, cannot be enforced through the parties’ contractual grievance and arbitration procedures.

In order for any agreement to be considered a valid agreement with contract status, such agreement must explicitly so state, and bear the signatures of a representative of the International Union, and an Officer of the Company or the Company’s Director of Human Resources.

Any pre-existing agreements, practices, or understandings not revised during these negotiations, or by June 29, 2024, to be consistent with this Agreement will be considered invalid.

This Agreement serves as a supplement to and a part of the parties’ General Labor Agreement, and will continue in effect for the duration of the current Labor Agreement.

**ROSSFORD PLANT 6**  
**SUPPLEMENTAL AGREEMENT**  
**OPERATING EXCELLENCE**

Pilkington North America, Inc. (hereinafter referred to as the "Company") and the United Steelworkers of America, ABG Division, United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO,CLC on behalf of its Rossford, Local 9G (hereinafter referred to as the "Union"), do hereby agree as follows:

During the course of the 1998 contract negotiations, the parties held significant discussions related to the need to improve plant efficiency, safety, operating performance, and customer satisfaction. The Company and the leadership of United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC understand and agree that the pursuit of Operating Excellence principles and techniques is fundamentally important to making those required improvements into the future. The Company and the Union hereby confirm their commitment to jointly explore and implement Operating Excellence concepts such as:

5S

Statistical process control

Total productive maintenance (TPM) such as operators, cleaning, painting, lubricating, etc.

Enhanced training and development

8 Step Problem Solving

Standardized Work

Continuous Improvement

The parties also understand that Operating Excellence represents a basic shift in the way the plant does business, and pledge to promote this culture change through the existing TQI program and Steering Committee. This will entail joint involvement in the selection of "black belts" and facilitators, and the organization of projects, improvement events and training programs.

It is very clearly recognized that the full involvement and support of the plant leadership and of all Rossford employees will be vital to the successful implementation of Operating Excellence. Therefore, it is further agreed the Local Union and Management will meet to establish mutually acceptable implementation guidelines within 30 days of ratification of a new labor agreement. Such implementation guidelines will govern the day-to-day operation of this process and the introduction of new concepts.

This Supplemental Agreement and the General Agreement and all other Supplements to the General Agreement constitute a complete agreement with respect to all issues between the parties in these negotiations.

## **SEVERANCE PAY PLAN OF OCTOBER 25, 1963, AS AMENDED**

United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO,CLC (hereinafter referred to as the "Union") and the Pilkington North America (hereinafter referred to as the "Company") hereby agree as follows:

1. Wherever used herein:

(a) The term "bargaining unit" means the bargaining unit covered by the labor agreement between the Union and the Company effective as of October 25, 1963, and amended.

(b) "Pension Plan" means the Pension Agreement between the parties dated January 14, 1950, as amended.

(c) "Layoff" means a layoff from a plant within the bargaining unit because of a reduction of forces and shall not include discharge, suspension for disciplinary reasons, lack of work because of a strike, work stoppage, or other labor dispute, or lack of work because of the inability of the Company to operate one or more of its plants due to war, disaster, or acts of God.

(d) "Recall" means an offer of employment by the Company which the employee is not entitled to refuse under the then existing practices and agreements under the labor agreements.

2. An employee laid off from employment within the bargaining unit on or after October 25, 1963, shall be eligible to apply for severance pay provided that:

(a) at the time of his layoff he had two or more years of continuous service credit under the Pension Plan.

(b) he is not on the date of his application eligible for benefits under state unemployment compensation.

(c) his layoff has been continuous, and he has not during the period between his layoff and the date of the filing of his application refused any mandatory recall; and

(d) at the date of filing his application he is not receiving or eligible upon application to receive any type of immediate monthly benefit under the Pension Plan.

3. An application for severance payment shall be filed by an employee in writing on forms provided by the Company and shall be deemed to be filed when it is received by the Company.

4. The amount of severance pay for an employee making application on or after May 1, 1995, shall be determined by multiplying two hundred dollars (\$200.00) by a number which is two less than the number of years of his continuous service under the Pension Plan at the time of his layoff. Each full month of continuous service credit shall be considered 1/12 of a year.



5. Severance pay will be paid to an eligible employee in a lump sum within 30 days after filing of his application. Payment will be subject to any withholding required by any law or regulations of any federal, state, or local government.

6. Payment of severance pay by the Company to an employee will automatically:

(a) terminate all his seniority rights under the labor agreement and any supplements thereto;

(b) terminate all participation by him in any of the Company's insurance plans or programs; and

(c) constitute a break in continuous service under the Pension Agreement and terminate all of his rights to benefits under the Pension Plan, except such as may be vested on the date of his application for severance pay.

7. A former employee who has received severance payment shall be considered for all purposes a new employee if subsequently reemployed by the Company.

8. Technical Information and ERISA Rights

(a) This section contains technical information about the Severance Pay Plan and lists the administrators of the Plan. This section also contains certain other benefit plan details and an "ERISA Rights Statement" which the Company is required to provide you under the Employee Retirement Income Security Act of 1974 ("ERISA").

**Plan Sponsor:** **Pilkington North America**  
811 Madison Avenue  
Toledo, OH 43697-0799  
(419) 247-3731

Agent for Service of Legal Process: Vice President, General Counsel & Secretary  
Pilkington North America  
811 Madison Avenue  
Toledo, OH 43697-0799  
(419) 247-3731

(Service of legal process also may be made upon a plan trustee or a plan administrator.)

Employee Identification Number: 34-1506654

Plan Administrator: Pilkington North America  
811 Madison Avenue  
Toledo, OH 43697-0799  
1-800-685-4335

Plan Year: Calendar Year

Name of Plan: Severance Pay Plan for Hourly Employees

Plan Number:	508
Funding:	Benefits are paid from the Company's general assets.

(b) ERISA Rights

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

Examine without charge, at the Plan administrator's office (Employee Benefits Department, 811 Madison Avenue, Toledo, OH) and at other Company locations, all Plan documents, including insurance contracts, and copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

Obtain copies of all Plan documents and other Plan information upon written request to the Plan administrator. The Plan administrator may make a reasonable charge for the copies. (A duplication charge of \$.25 per page is made for these copies).

Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Employee Benefit Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA.

If your claim for a benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan administrator review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials and do not receive them within 30 days, you may file a suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if it finds your claim is frivolous), the court may order you to pay these costs and fees.

If you have any questions about your Plan, you should contact the Plan administrator. If you have any questions about your rights under ERISA, you should contact the nearest Area Office of the U.S. Labor-Management Services Administration, Department of Labor.

(c) Appealing a Claim Denial

If all or part of your claim is denied, Pilkington or the entity responsible for administering the Plan will explain the reason for the denial and the steps to be taken if you wish to appeal. You may, within 60 days after receiving this notice, request a review of the denial. This request should be in writing to the Human Resources Department.

You will receive a full and fair review and, within 60 days of your request for review, you will be advised in writing about the outcome of the review. The Plan administrator has the final authority in resolving questions about any benefits under these plans.

The fiduciary determining the employee's eligibility for benefits and the construction of the Plan's terms shall have the power to exercise his discretion in the construction of doubtful, disputed or ambiguous terms or provisions of the Plan, in cases where the Plan's instruments are silent, or in the application of the Plan's terms or provisions to situations not clearly or specifically addressed in the Plan.

All decisions made within the scope of the fiduciary's authority shall be final and binding upon all persons, including the Company, all participants and beneficiaries, their heirs and personal representatives and all labor unions or other similar organizations representing participants. All such decisions, if subject to judicial review at any time, shall be subject to an arbitrary and capricious standard of review.

(d) Modification and Discontinuance of Benefits

Pilkington North America reserves the right to modify, amend or terminate any and all of the benefits and other features of the Severance Pay Plan, subject to any collective bargaining obligation.

This Supplemental Agreement and the General Agreement and all other supplements to the General Agreement constitute a complete agreement with respect to all issues between the parties in these negotiations.

**SUPPLEMENTAL AGREEMENT**  
**EDUCATIONAL ASSISTANCE**

Pilkington, North America, Inc (hereinafter referred to as the "Company" and the United Steelworkers of America, ABG Division, United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO, CLC and its Rossford, Local 9G, (hereinafter referred to as the "Union"), do hereby agree as follows:

The Company will provide a budget of twenty thousand dollars (\$20,000) per calendar year for our current Education Policy. The Education Policy and Procedure will be re-written to establish reimbursement for education classes and programs that are related to employee's job advancement or the Company business. (Some specific examples are computer programming, electrical or mechanical trades, welding, metal fabrication, engineering, accounting, marketing, finance, etc.) Any monies not used by the end of the calendar year will revert back to the Company.

This Supplemental Agreement and the General Agreement and all other Supplements to the General Agreement constitutes a complete agreement with respect to all issues between the parties in these negotiations.

Signed and accepted this the 2nd day of October 2013 in Toledo, Ohio.

**United Steel Workers of America,  
ABG Division, United Steel , Paper &  
Forestry, Rubber, Manufacturing,  
Energy, Allied Industrial  
and Service Workers International  
Union AFL-CIO**

**Pilkington North America, Inc.**

**By /s/Chris Martinez  
Stierle  
Representative - Rossford  
MGR**

**By /s/ Brian  
Staff Regional HR  
Resources**

**Pilkington North America, Inc.**

811 Madison Avenue  
Toledo, OH 43604-5684  
Phone: 419-247-3731  
Fax: 419-247-3821

June 29, 2021

Chris Martinez  
United Steelworkers International Union  
Five Gateway Center  
Pittsburgh, Pennsylvania 15222

Dear Chris,

This is to confirm that should the Company or Union find any errors or omissions in the new Labor Agreement, both parties will sit down and make the appropriate changes.

Sincerely,

Jeff Mercer

Jeff Mercer  
Regional Human Resources Manager

Cc: Christopher Martinez  
Wallace Hardin  
John January  
David Kania  
Bonnie Kratzman  
Terry Caris

Marvin Martin  
David Anderson

**MEMORANDUM OF AGREEMENT**  
**TRANSFER OF WORK**

NSG Group/Pilkington North America, Inc. (hereinafter referred to as the "Company") and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO,CLC (hereinafter referred to as the "Union"), hereby agree as follows:

1. The Company agrees to give the Union sixty (60) days prior written notice of, and further agrees to negotiate in good faith concerning, any decision regarding adding new capacity which will transfer work out of the present bargaining unit plants covered by the General Labor Agreement, and which will result in partial plant closing(s) or plant closing(s) ("transfer work"). Notwithstanding the Company's above-identified agreement, the Union recognizes the Company's right to transfer work, and further acknowledges that failure of the parties to reach an agreement regarding the Company's decision to transfer work is not a bar to the Company exercising its right to make and implement a decision to transfer work.
  
2. Moreover, this Agreement shall also be construed as a clear and unequivocal waiver by the Union of its right under contract and/or law, if any such right exists, to require the Company to negotiate to agreement regarding any decision to transfer work. Notwithstanding the above, the Company retains its contractual right, as established by long past practice, to reassign work from plant-to-plant within the glass division as required to best meet the production requirements of its customers, without incurring the bargaining and notice requirements identified in paragraph one (1) above.

This Agreement is a supplement to and a continuation of the General Labor Agreement between the parties effective October 25, 1985.

**Executed as of January 30, 1986, at Columbus, Ohio.**

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

**NSG Group/Pilkington North America, Inc.**

**By /s/Tim Tuttle**  
**Harris**  
**Chairman Glass Conference**

**By /s/ Spencer**  
**Regional Director of Human  
Resources**

**LETTER OF AGREEMENT**  
**TO PILKINGTON NORTH AMERICA**

In order to support the tag relief of continuous maintenance employees (i.e. calls) we need to implement the following past practice.

We will bid one shift mechanic (may be dual trade) and one shift electrician (may be dual trade) on all shifts. These employees will be required to relieve one another per the tag relief outlined in the work system guidelines.

It is expected that these employees will perform the task of calls while on shift or any other task assigned by supervisor. In the event of vacations we will fill the opening based on business needs.

In the event of a call off we expect to ask the oldest and force the youngest available to take the radios.

Signed and accepted this the 26th day of June 2009 in Toledo, Ohio

UNITED STEELWORKERS of AMERICA,  
ABG DIVISION, UNITED STEEL, PAPER  
& FORESTRY, RUBBER, MANUFACTURING,  
ENERGY, ALLIED INDUSTRIAL and  
SERVICE WORKERS INTERNATIONAL  
UNION AFL-CIO,

PILKINGTON NORTH AMERICA, INC.

By: /s/ Chris Martinez  
Chris Martinez  
Staff Representative – Rossford  
June 29, 2018

By: /s/ Spencer Harris  
Spencer Harris  
Regional Director– Human Resources N.A.  
June 29, 2018

**Pilkington North America, Inc.**

811 Madison Avenue  
Toledo, OH 43604-5684  
Phone: 419-247-3731  
Fax: 419-247-3821

**EXHIBIT A**

**CHECK-OFF AUTHORIZATION**

\_\_\_\_\_  
**Employer**

\_\_\_\_\_  
**Facility**

\_\_\_\_\_  
**Date**

Pursuant to this authorization and assignment, please deduct from my pay each month, while I am in employment with the collective bargaining unit in the Employer, and irrespective of my membership status in the Union, monthly dues, assessments and (if owing by me) an initiation fee each as designated by the International Secretary/Treasurer of the Union.

The aforesaid payment shall be remitted promptly by you to Stanley W. Johnson, or his successor, International Secretary/Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC, (also known in short as the "Union", "United Steelworkers" or USW) or its successor, Five Gateway Center, Pittsburgh, PA 15222.

This assignment and authorization shall be effective and cannot be cancelled for a period of one (1) year from the date appearing above or until the termination of the date of the current collective bargaining agreement between the Employer and the Union, whichever occurs sooner.

I hereby authorize you to continue the above authorization and assessment in effect after the expiration of the shorter of the periods above specified, for further successive periods of one (1) year from such date. I agree that this authorization and assignment shall become effective and cannot be cancelled by me during any such years, but that I may cancel and revoke by giving to the appropriate management representative of the facility in which I am then employed, an individual written notice signed by me and which shall be postmarked or received by the Employer and the Union covering my employment if such date shall occur within one of such annual periods. Such notice of revocation shall become effective respecting the dues for the month following the month in which such notice is given; a copy of any such notice will be given by me to the Financial Secretary of the Local Union.

While contributions or gifts to the USW are not tax deductible as charitable contributions for Federal Income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

**(USW) Local Union No:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Witness:** \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**ROSSFORD ASSEMBLY**  
**ALTERNATE SHIFT SCHEDULES**

During the course of the 2024 contract negotiations, Pilkington North America and the United Steelworkers discussed the subject of alternate shift schedules for the Assembly operations. At the conclusion of these discussions the parties have agreed, that during the term of the new labor agreement, the parties will continue to explore the possibilities of alternate shift schedules at the Rossford Assembly facility.

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager AGNA**

**June 29, 2021**

**For the Union:**

**/s/ Christopher Martinez**

**Staff Representative**

**June 29, 2021**

**MEMORANDUM OF UNDERSTANDING**  
**ROSSFORD FLOAT**  
**CONTINUOUS TWELVE HOUR SCHEDULE**

Pilkington North America (hereinafter referred to as the “Company”) and the United Steel, Paper & Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Rossford Local 9G (hereinafter referred to as the “Union”) do hereby agree as follows:

1. The parties to this agreement have jointly established the terms of a continuous twelve (12) hour work schedule.
2. The shift hours will be as follows:  
Day Shift – 6:30 a.m. to 6:30 p.m.  
Night Shift – 6:30 p. m. to 6:30 a.m.
3. Employees working hours in excess of twelve (12) hours in a twenty-four period and in excess of thirty-six (36) hours in the work week will be paid overtime.
4. Employees assigned to the twelve (12) hour schedule will receive three (3) thirty-minute paid breaks.
5. An employee’s accrued vacation time will be rounded up to cover the nearest half day based on their current work schedule. The employee will only be paid for available vacation time per the contract. Please see examples listed below.
  - a. John, an employee of three (3) years, is eligible for eighty (80) hours of vacation. While on the 8-hour shift schedule he used (and was paid for) forty-eight (48) hours (6 days). He then switches to the 12-hour shift schedule and used (and was paid for) thirty (30) hours (2.5 days). He has two (2) hours of vacation time remaining. He will be allowed six (6) hours of excused time off but will only be paid for two (2).
  - b. Bob, an employee of fifteen (15) years, is eligible for one hundred and sixty (160) hours of vacation. He works the 12-hour shift schedule and used and was paid for one hundred and fifty-two (152) hours (12.5 days). He has eight (8) hours of vacation time remaining. He will be allowed twelve (12) hours of excused time off but will only be paid for eight (8).
6. Section 18.03, 18.04, 18.05, 18.06, 18.07 will apply to employees working the twelve (12) hour schedule.
7. An employee who does not work on the holidays specified in Section 21.01 of the Labor Agreement shall receive holiday pay for twelve (12) hours at his normal rate of pay provided he meets all of the eligibility requirements referenced in Section 21.02. An employee who works on the holidays specified in Section 21.01 of the Labor Agreement shall be paid for all hours worked on such days at the rate of two and one half (2½) times their normal rate of pay. This rate of pay includes holiday pay.

8. All other paid time off such as jury duty and bereavement will be paid based on the employee's scheduled shift.
9. The parties may by mutual agreement, modify this MOU at any time during the period of the contract.
10. Unless otherwise modified by this MOU all of the provisions of the Collective Bargaining Agreement continue to be applicable.

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager AGNA**

**June 29, 2018**

**For the Union:**

**/s/ Christopher Martinez**

**Staff Representative**

**June 29, 2018**

**MEMORANDUM OF AGREEMENT**  
**COMPANY USE OF HIRING AGENCY FOR ROSSFORD FLOAT AND ASSEMBLY**  
**OPERATIONS**

This Memorandum of Agreement ("Agreement") is between Pilkington North America (hereinafter referred to as the "Company") and the United Steel, Paper & Forestry, Rubber Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC on behalf of its Rossford Local 9G (hereinafter referred to as the "Union"), collectively the "Parties."

The Parties agree to the use of a hiring agency for the purpose of hiring permanent employees at the company's Rossford, Assembly Operations and/or Float Operations in accordance with the following:

The use of hiring agency employees by the Company will be governed by the collective bargaining agreement unless modified herein:

- a. The Company may supplement their hiring of permanent employees through the use of a hiring agency. Such employee will be considered as having completed their probationary period after working 440 hours and will be considered a permanent employee under the terms of the collective bargaining agreement providing, he/she passes the hiring process for either Float or Assembly. Their seniority shall start on the first day of employment and all the terms of the labor agreement shall apply and the employee will be obligated to pay dues beginning the 31st day of employment.

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager AGNA**

**June 29, 2021**

**For the Union:**

**/s/ Christopher Martinez**

**Staff Representative**

**June 29, 2021**

**MEMORANDUM OF UNDERSTANDING**

**ROSSFORD FLOAT- OFFLINE**

During the course of the 2024 contract negotiations, Pilkington North America and the United Steelworkers discussed the wages of personnel that were receiving Offline Pay.

At the conclusion of these discussions the parties have agreed that the affected employees will be paid a lump sum in the amounts listed below. All contractual raises will remain in effect.

Offline	Lump Sum Payment
June 30, 2024	\$600
June 30, 2025	\$550
June 30, 2026	\$500

For the Employer:

/s/ Ronald J Mercer

Regional HR Manager

July 31, 2024

For the Union:

/s/ Dan Voorhees

Staff Representative

July 31, 2024

## **Skill Based Pay Disqualification Guidelines**

The Work System includes a skill-based pay plan to improve the overall skill base and reward team members for the application of these skills at work.

In the event that an employee is unable to perform the essential functions of the job he/she may become disqualified from that task. The Company recognizes the need to help define how a disqualification may occur and have listed the below guidelines to help our employees succeed within our skill-based system. The Company maintains its rights to keep a proper skill balance on each of the crews/shifts and the rights to assign or retain employees based on the needs of the operations.

The final decision on disqualification will rest with the employee's department manager with input from the employee's Union representative.

- Management and the union will meet prior to disqualification of an employee. If it is determined that an employee is to be disqualified, management will have the right of disqualification for failure to meet job requirements. The job requirements include standards for safety. All other standards will be followed per the CBA.
- A disqualified employee will not be able to bid on the position he/she is disqualified from for a minimum of one year. If after the period of disqualification, the employee demonstrates the ability to perform the essential functions of the job through training and job assessment he/she will be able to bid the job.
- Self-disqualification may only take place in lieu of receiving a Final Written Warning or above listed in the Progressive Discipline policy.
- Self-disqualification may only occur once within an eighteen (18) month period. If disqualified, the employee's hourly wage will be reduced to the level of skills for which he/she is qualified.
- Employees that have been disqualified (self or imposed) will be able to use his/her seniority to fill an open position that the employee is qualified for. No bumping.

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager**

**July 29, 2024**

**For the Union:**

**/s/ Dan Voorhees**

**Staff Representative**

**July 29, 2024**

## **Surveillance Cameras**

The Union and Company agree to the installation of surveillance cameras for the sole expressed purpose, as set forth below, for the Company to improve security to meet its obligation under the Customs and Trade Partnership against Terror Act (C-TPAT).

1. There will be a common implementation plan with agreed dates for all PNA Plants.
2. A formal notice to employees regarding the installation of surveillance cameras will be given two (2) weeks prior to the installation date.
3. Surveillance cameras will be limited to the facility's perimeter fencing, gates, cargo handling and storage areas.
4. Prior to the installation of surveillance cameras the Company will disclose to the Union the location of each camera.
5. Surveillance cameras will be limited to video only, not audio.
6. Surveillance cameras will not be located in private areas such as bathrooms, showers, dressing and break areas.
7. Camera data will not be used as evidence for disciplinary action with the exception of flagrant safety violations, physical altercations, deliberate damage to, or abuse of Company property or equipment. The Company will first notify the Local Union President or designee to explain the nature and probable cause to investigate an intentional act. In no event will video tape that is ten (10) days or older be used for disciplinary purposes.
8. The Company shall provide access to the Local Union President to monitor all Surveillance Cameras. Such access will be coordinated with the local Human Resource Manager and will not be unreasonably denied. In addition, the company will keep the Union apprised of any changes in the CTPAT regulations that affect the facility.
9. Security Guards at each facility will be responsible to clear all trucks for entrance to company property. The Receiving Department at each location will be responsible to restrict drivers to a secured area and unload freight per C-TPAT procedures.
10. The Company maintains its right to install cameras for the purposes of monitoring processes and equipment. As an example, the installation of a camera to monitor glass flow in the hot end or on a tempering furnace to detect scratches.

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager**

**July 29, 2024**

**For the Union:**

**/s/ Dan Voorhees**

**Staff Representative**

**July 29, 2024**

### **Perfect Attendance**

All hourly Employees who work all normally scheduled hours (including mandatory overtime) and have no attendance points earned or absences (partial or whole shift) during a month qualify for the appropriate perfect attendance as outlined in this section.

Newly hired team members are eligible for the Perfect Attendance Program the first of the month following their hire date.

Notwithstanding the above, below is a list of types of absences that are allowed and do not count against an employee's perfect attendance. These absences may require supporting documentation from the Employee or other individual as appropriate.

- An absence related to timely reported work-related injuries or illnesses.
- Jury Duty
- Subpoenaed court appearance other than as a defendant or plaintiff
- Military leave
- Bereavement leaves as defined in the bereavement leave policy.
- Any NSG instituted change that results in an unavailable absence.
- NSG-observed holidays, unless scheduled to work.
- Scheduled vacation
- Union Business
- Approved leave absences under the Family Medical Leave Act
- One of the allowed excused absences with a valid doctor's excuse per calendar year as outlined in the Attendance Policy in Section 3 of Rossford Local Agreements

\$75	Monthly (first full month following ratification)
\$500	1 Calendar Year- (Effective 1-1-2025)
\$750	2 Calendar Years
\$1000	3 Calendar Years
\$1500	5 Calendar Years

**For the Employer:**

**/s/ Ronald J Mercer**

**Regional HR Manager**

**07/30/2024**

**For the Union:**

**/s/ Dan Voorhees**

**Staff Representative**

**07/30/2024**



**EXHIBIT**

**POST EMPLOYMENT HEALTH CARE AGREEMENT**

**Between**

**PILKINGTON NORTH AMERICA**

**and**

**UNITED STEELWORKERS OF AMERICA, AFL-CIO,  
CLC**

**Effective April 1, 2003**

**POST EMPLOYMENT HEALTH CARE AGREEMENT  
PILKINGTON NORTH AMERICA UNION RETIREES & SURVIVING SPOUSES**

Pilkington North America, Inc., (hereinafter referred to as the "Company" or "PNA") and The United Steelworkers of America, AFL-CIO,CLC (hereinafter referred to as the "Union") hereby agree as follows.

## **ARTICLE I AGREEMENT**

Effective April 1, 2003, this Post Employment Health Care Agreement covers eligible bargaining unit retirees and surviving spouses of employees of Lathrop, Laurinburg, Ottawa, Rossford and the closed plants of Shreveport, Charleston, Liberty Mirror and Mason City.

## **ARTICLE II MEDICAL & PRESCRIPTION DRUG BENEFITS**

Eligibility – Retirees – Lathrop, Ottawa, Rossford and the closed plants

- 2.01 (a) An employee hired on or before December 31, 1988 who terminates PNA employment with at least 15 years of eligibility service in the Hourly Employees Pension Plan and is eligible for an immediate monthly retirement benefit will be eligible for post employment health care coverage. All employees on the seniority list who were age 40 or older on October 25, 1988, shall be grandfathered under the provisions of the 1985 General Agreement which required a minimum of 10 years of pension eligibility service (instead of 15 years) at retirement in order to be eligible for coverage continuation.
- (b) An employee hired after December 31, 1988 and prior to June 29, 1998 at Rossford and prior to November 1, 1999 at Ottawa and Lathrop, will be eligible for post employment health care coverage upon termination of PNA employment, provided the employee
- (1) attained age 60 with at least 15 years of Company service; or
  - (2) attained 30 years of Company service.

Company service is determined from the employee's most recent date of hire through the employee's date of termination.

Eligibility – Retirees - Laurinburg

- 2.02 An employee hired before August 1, 1997 at Laurinburg will be eligible for post employment health care coverage upon termination of PNA employment, provided the employee had:
- (a) attained age 60 with at least 15 years of Company service; or
  - (b) attained age 55 or older with combined age and service totaling 85 or more, or
  - (c) as of December 31, 1998, was age 60 or older and had 10 or more years of Company service.

Eligibility - Dependents

- 2.03 (a) Eligible dependents of an eligible retiree (defined in 2.01 and 2.02) will include:

- (1) A retiree's legal spouse, provided that if the spouse is employed full-time and offered health care benefits through his or her employer, the spouse must elect at least single coverage through his or her employer in order to be eligible for coverage under the Company's health care plans.
  - (2) A retiree's unmarried child from birth until the end of the month in which the child attains age 19 provided the child continues to meet the definition of eligible dependent under the Internal Revenue Code.
  - (3) A retiree's unmarried child beyond age 19 provided the child is a continuous full-time student in an accredited college or university and is principally dependent upon the retiree for support and maintenance. In the event the retiree's child ceases to be a continuous full-time student (by reason other than graduation, illness, injury or unavailability of a class) prior to attaining the limiting age, coverage will end at the end of the month in which the child ceases to be a continuous full-time student. In the event the retiree's child graduates prior to attaining age 23, coverage will be continued for an additional three months from the date of graduation but in no event later than the end of the month the child attains age 23. It will be the retiree's responsibility to notify the Company of such change in the child's student status and to provide documentation to the Company of continuous full-time student status upon request.
  - (4) A retiree's unmarried child beyond age 19 if, prior to attaining age 19, the child is (a) incapable of self-sustaining employment by reason of mental retardation or physical disability, (b) principally dependent upon the employee or retiree for support and maintenance and (c) proof of the mental retardation or physical disability is furnished to the Company no later than 60 days after the date the child attains age 19. It will be the retiree's responsibility to provide documentation to the Company of continued proof of incapacity upon request.
- (b) A "child" for purposes of this Agreement is defined as follows:
- (1) Natural born child, legally adopted child, or a child under court appointed guardianship provided the child is dependent upon the retiree for support and maintenance. An adopted child can be considered a "child" from the moment the child is placed in the custody of the employee or retiree and his or her spouse, and
  - (2) Stepchild, when the stepchild resides in the retiree's household in a regular parent-child relationship and is principally dependent upon retiree for support and maintenance.
- (c) If both parents of a child are employees or retirees of the Company and eligible for health care benefits, only one may elect to cover the child as a dependent.
- (d) For purposes of dependent eligibility, dependents of retirees in the following two classifications will be limited to those dependents (spouse and/or child) who were eligible dependents as of the date of the retiree's retirement; except that in the event the retiree adds an eligible spouse subsequent to his or her retirement ("New Eligible Spouse"), such New Eligible Spouse will be eligible for health care coverage. In the event of the retiree's death, a New Eligible Spouse will be eligible for continuation of coverage until the earlier of the date the New Eligible Spouse remarries or the number of months such deceased retiree and New Eligible Spouse were married. This section applies to:
- (1) Dependents of employees who retired on or after October 1, 1990 at Rossford,

- (2) Dependents of employees who retired on or after January 1, 1992 and prior to January 1, 2001 at Lathrop or Ottawa and prior to April 1, 2003 at the closed plants.
- (e) The eligible dependents of a retiree who retired on or after January 1, 2001 at Lathrop or Ottawa and on or after April 1, 2003 at Rossford, Laurinburg and the closed plants will be limited to those dependents (spouse and/or children) who were eligible dependents as of the date of the retiree's retirement.
- (f) If a retiree enrolls his or her dependent within 30 days of the dependent's initial eligibility, coverage will be effective beginning on the first day of the dependent's eligibility unless the dependent (other than a newborn) is hospital confined. If a dependent is hospital confined (other than a newborn), coverage will begin the first day following the dependent's discharge from the hospital.
- (g) A newborn of a retiree's dependent child will not be eligible for coverage under this Agreement.
- (h) If a retiree does not enroll within 30 days of the date first eligible for coverage, such retiree and his or her dependents will not be eligible for coverage until the next open enrollment period.
- (i) If a retiree or retiree's spouse and/or dependent children eligible for coverage under the PNA health care plan is enrolled in another employer's health care plan and subsequently loses coverage due to one of the events listed below (1–6), the retiree has 30 days from the date of the loss of coverage to enroll themselves, their spouses and/or their dependents in the PNA health care plan.
  - (1) Discontinuation of healthcare coverage by the other employer,
  - (2) Death,
  - (3) Divorce,
  - (4) Lay-off,
  - (5) Retirement, or
  - (6) Resignation

#### Eligibility for Surviving Spouses

- 2.04 (a) The Company will provide healthcare coverage for eligible surviving spouses and eligible dependents of deceased Lathrop, Ottawa, Rossford and closed plant employees who have coverage or are eligible for coverage as surviving spouses of employees who died on or after October 1, 1968, and prior to January 1, 1996. If the deceased employee was not eligible for or receiving a pension under a pension plan of the Company at the time of his or her death, health care coverage shall continue for a period equivalent to the number of complete calendar months of Company seniority the employee had at the time of his or her death. The cost of this coverage and benefits provided shall be the same as for a retiree from the respective plant of the deceased employee.
- (b) Surviving spouses of deceased Lathrop and Ottawa employees hired prior to November 1, 1999 and Rossford employees hired prior to June 29, 1998 who have coverage or are eligible for coverage as surviving spouses of employees who die on or after January 1, 1996, whether or not the employee is eligible for or receiving a pension under the Hourly Employees Pension Plan at the time of his or her death, shall be provided coverage by the Company until the earlier of:
  - (1) the number of complete calendar months of Company seniority the employee had at the time of his or her death, or
  - (2) the date the surviving spouse remarries.

The cost of this coverage and benefits provided shall be the same as for a retiree from the respective plant of the deceased employee.

(c) Sponsored dependent coverage is not available under the Company group health care program. Retirees with sponsored dependents who were covered as of the previous elimination of this program may continue such coverage until the dependent otherwise loses eligibility.

When a participant also has coverage through another group plan or is Medicare eligible:

2.05 The benefits provided shall be coordinated.

(a) The method of coordinating health care benefits with Medicare is on the basis of the "carve-out" method. Under this method, the Comprehensive Plan for Medicare eligible participants shall determine the total amount of a claim that is eligible to be paid, and the benefit eligible to be paid by Medicare is deducted from this amount. A participant who does not enroll in Medicare Part B will have benefits calculated from the PNA plan on the same basis as if the participant had enrolled in Medicare.

(b) The method of coordinating health care benefits with other non-Medicare plans, when the non-PNA plan is primary will be on the basis of "non-duplication". Under this method the Preferred Provider Plan for Non-Medicare eligible participants does not pay benefits that are the obligation of the primary health care plan of the retiree, surviving spouse or dependents.

#### Prescription Drug Benefits

2.06 (a) The Company shall provide a prescription drug program for all eligible retirees, surviving spouses and their eligible dependents. The program will include retail and mail order pharmacy components.

(b) Prescriptions for drugs covered under the plan can be filled at a retail pharmacy for up to a maximum 30 day supply. A maximum of two refills of a prescription can be filled at a retail pharmacy before the mail order program becomes mandatory. Under the mail order program, a prescription can be filled for up to a maximum 90 days supply.

(c) Each prescription filled at retail or through the mail order pharmacy shall be subject to the deductibles and co-insurance listed in the following table:

Calendar Year	Annual Deductible	Co-Insurance	Minimum Co-Insurance		Maximum Co-Insurance	
	Retail/Mail		Retail/Mail	Retail	Mail	Retail
2003	\$250/ person	20%	\$5	\$10	\$50	\$100
2004	\$250/ person	20%	\$6	\$12	\$60	\$120
2005	\$250/ person	20%	\$7	\$14	\$70	\$140

(d) Syringes and needles for injection of insulin and test strips for monitoring blood glucose levels are also included under the prescription drug program. The meters used for monitoring blood glucose levels are not included under the prescription drug program.

- (e) A preferred provider participating network of pharmacies has been established. Eligible participants who elect to use a non-participating pharmacy must complete a claim form in order to apply for reimbursement of eligible prescription drug expenses. The amount of reimbursement shall be the PNA cost of the prescription if it had been filled at a preferred pharmacy minus the respective deductible and/or co-insurance.
- (f) The prescription drug program will cover a "once per lifetime" federal legend smoking deterrent treatment. The once per lifetime coverage must be a continuous program as indicated by the medication brochure and prescribed by a medical doctor or doctor of osteopathic medicine.
- (g) The Prescription Drug Plan does not cover over the counter medications, vaccines, contraceptive devices nor charges for administering prescription drugs and insulin. It does not cover therapeutic devices nor appliances and supplies used in administering prescription drugs. It does not cover off-label use of prescription medications.
- (h) Unless specifically provided through the medical plan, the prescription drug program will be a separately administered program through a Prescription Benefit Manager (PBM) selected by the Company.
- (i) The prescription drug program will utilize a closed drug formulary administered by the PBM, subject to PNA exclusions. Any future additions to the PNA specific exclusions to the closed formulary shall be discussed and agreed to by the Company and Union. The PBM may substitute a generic drug for all prescriptions in accordance with applicable state and/or federal laws. Any medications prescribed by a physician that are not listed on the closed formulary will be a non-covered expense. A participant who elects to receive such medications must pay the entire cost unless a medical appeal authorization has been approved by the PBM prior to dispensing.
- (j) Effective April 1, 2003, prescription drug benefits will not be subject to an annual cap for participants covered by this agreement .

## 2.07 Retiree Medical Plans

- (a) The standard plan shall be a Preferred Provider Plan (PPO) with Preferred Provider Network for eligible participants who are Non-Medicare eligible and a Comprehensive Medical Plan for eligible participants who are Medicare Eligible. If any participant or eligible dependent is Medicare eligible, the participant and all covered dependents are subject to the plan for Medicare eligible participants. The benefits and limitations of the Preferred Provider Plan and the Comprehensive Plan are listed in 2.08 and 2.10, respectively.

The cost to provide these plans for 2003 is listed in 2.10. The cost to provide these plans for 2004 will be determined after 2003 actual costs have been reviewed and discussed with the Union.

- (b) The Company agrees to use its best efforts to review alternative plan offerings that may become available at major locations in which retirees reside, in order to provide high quality, cost effective health care coverage. In the event a high quality, cost effective Alternative Health Care Plan can be located, the Company will discuss such plan with the Union prior to implementation.

The Company agrees for the period April 1, 2003 through December 31, 2004 to continue to offer retirees HMO and EPO plans as alternatives to the Preferred Provider Plan or Comprehensive Plan. The cost to provide these optional plans for 2003 is listed in 2.10. The cost to provide these plans for 2004 will be determined after 2003 actual costs have been reviewed and discussed with the Union.

2.08 (a) Schedule of Benefits

**Preferred Provider Plan (PPO) 80/60 Program  
For Non-Medicare Eligible Retirees and Dependents**

<b>Benefit Provision</b>	<b>In-Network Care</b>	<b>Out-of-Network Care</b>
<b>Out-of-Pocket Maximums (Individual / Family)</b> • Excludes deductible, co-payments, prescription drug expenses, amounts over "usual and customary"	2003 - \$1,500 / \$3,000 2004 - \$1,600 / \$3,200 2005 - \$1,700 / \$3,400	2003 - \$2,500 / \$5,000 2004 - \$2,700 / \$5,400 2005 - \$2,900 / \$5,800
<b>Lifetime Maximum</b> • Amounts counted toward the out-of-network lifetime maximum also count toward the in-network lifetime maximum.	\$1,000,000	\$300,000
<b>Physician Office Visits</b>	100% after \$15 co-payment *	60% after deductible
<b>Preventive Care</b>		
<b>Adult</b> Routine physical exams, including PSA Routine GYN exams, including routine PAP & Mammogram	100% after \$15 co-payment ** 100% after \$15 co-payment *	Not Covered 60% after deductible
<b>Pediatric</b> Routine physical exams (age 6 and below) Pediatric immunizations (age 6 and below)	100% after \$15 co-payment * 100% after \$15 co-payment *	Not Covered 60% after deductible
<b>Emergency Room Fee</b>	100% after \$50 co-payment *(waived if admitted)	60% after deductible***
<b>Urgent Care Facility</b>	100% after \$25 co-payment *	60% after deductible
<b>Deductible (Individual / Family)</b>		
2003	\$250 / \$600	\$500 / \$1,200
2004	\$300 / \$700	\$600 / \$1,400
2005	\$350 / \$800	\$700 / \$1,600
<b>Co-insurance</b>	80% after deductible until out-of-pocket maximum is met, then 100%	60% after deductible until out-of-pocket maximum is met; then 100%
<b>Diagnostic Services (Lab, X-Ray and other tests)</b>	80% after deductible	60% after deductible
<b>Ambulance – Traditional, Air or Boat ****</b>	80% after deductible	60% after deductible
<b>Hospital Services (Inpatient and Outpatient)</b>	80% after deductible	60% after deductible
<b>Maternity (initial in-network test at \$15 co-pay)</b>	80% after deductible	60% after deductible
<b>Medical/Surgical Services</b>	80% after deductible	60% after deductible
<b>Infertility Counseling, Testing and Treatment</b>	80% after deductible	60% after deductible
<b>Assisted Fertilization Procedures</b>	80% after deductible	60% after deductible
	\$5,000 Lifetime Maximum	
<b>Organ Transplants</b>	80% after deductible (100% if a LifeSource Network Provider)	60% after deductible
<b>Physical, Restorative Speech, Occupational, and Cardiac Therapies</b>	100% after \$15 co-payment *	60% after deductible
	25 days/year	
<b>Chiropractic</b>	100% after \$15 co-payment *	60% after deductible
	Limit: \$1,000/year	
<b>Durable Medical Equipment</b>	80% after deductible	60% after deductible
<b>Skilled Nursing Facility</b>	80% after deductible	60% after deductible
	100 days/year	
<b>Private Duty Nursing</b>	80% after deductible	60% after deductible
<b>Home Health Care</b>	80% after deductible	60% after deductible
	100 visits/year	
<b>Hospice</b>	100% (not subject to deductible); Limit \$12,000 lifetime maximum	

\* Not subject to the deductible. \*\* Subject to a \$300 annual maximum in 2003, \$350 in 2004 and \$400 in 2005

\*\*\* If out of network or not a true emergency \*\*\*\* If medically necessary



Benefit Provision	In-Network Care	Out-of-Network Care
<b>Hearing Aids</b> <ul style="list-style-type: none"> <li>\$3,000 maximum per three year period</li> <li>Including the hearing aids and initial testing and fitting</li> <li>Members may access any discount programs provided by the claims administrator</li> </ul>		
<b>Mental Health Services</b> <i>Inpatient</i>	80% after deductible	60% after deductible
Inpatient Limit: 60 days/year		
<i>Outpatient</i>	80% after deductible	60% after deductible
Outpatient Limit: 30 visits/year		
<b>Substance Abuse Services</b> <i>Inpatient</i> Detoxification & Rehabilitation	80% after deductible	60% after deductible
45 days per year; \$50,000 lifetime maximum		
<i>Outpatient</i>	80% after deductible	60% after deductible
60 visits per year; 120 visits lifetime maximum		
<b>Pre-certification, Case Management and Retrospective Review Requirements</b>	See Section 2.09 (a)	See Section 2.09 (a)
<b>Prescription Drug Program</b> <ul style="list-style-type: none"> <li>Maintain use of closed formulary. The formulary is the MEDCO RxSelection Formulary with PNA exclusions.</li> <li>Maintain mandatory Mail Order. (Two refills allowed at retail, then Mail Order thereafter.)</li> <li>Participants may appeal to Medco concerning the medical necessity of a non-formulary multi-source brand name drug. If granted, days supply, co-insurance, and minimums and maximums will be the same as for formulary drugs. If not granted, there will be no coverage under the plan.</li> </ul>	<b>Prescription Drug Deductible: \$250 per person per year</b>  Retail – 30 days supply Mail Order - 90 days supply  <b>Retail and Mail Order Coinsurance:</b> 80%  <b>Retail</b> Minimum co-insurance: 2003=\$5 2004=\$6 2005=\$7 Maximum co-insurance: 2003=\$50 2004=\$60 2005=\$70  <b>Mail Order</b> Minimum co-insurance: 2003=\$10 2004=\$12 2005=\$14 Maximum co-insurance: 2003=\$100 2004=\$120 2005=\$140	
<b>Retiree Contribution</b> <ul style="list-style-type: none"> <li><b>Preferred Provider Plan and Drug Program</b></li> <li><b>HMO/EPO and Drug Program</b></li> </ul>	Calculated based on the amount needed to satisfy the 4% cumulative annual limit in increased costs Pilkington North America will absorb.	

\* Not subject to the deductible

Note: This benefit chart is a summary only. It does not fully describe the benefit coverage. Additional details are available in the contract and plan documents.

To be considered for coverage, all claims must be for medically necessary services or supplies

2.08 (b) Schedule of Benefits

**Comprehensive Plan - Secondary to Medicare  
For Medicare Eligible Retirees and Medicare Eligible Dependents**

Benefit Provision	Benefits
<b>Deductible (Individual / Family)</b> 2003 2004 2005	\$300 / \$600 \$350 / \$700 \$400 / \$800
<b>Out-of-Pocket Maximums (Individual / Family)</b> • Excludes deductible, co-payments, prescription drug expenses, amounts over "usual and customary"	2003 - \$1,500 / \$3,000 2004 - \$1,600 / \$3,200 2005 - \$1,700 / \$3,400
<b>Lifetime Maximum</b> • Lifetime maximum amounts counted in the Non-Medicare plan count toward the retiree lifetime maximum.	\$1,000,000
<b>Physician Office Visits</b>	80% after deductible
<b>Preventive Care</b> <b>Adult</b> Routine physical exams, including PSA Routine GYN exams, including routine PAP & Mammogram <b>Pediatric</b> Routine physical exams (age 6 and below) Pediatric immunizations (age 6 and below)	80% after deductible ** 80% after deductible 80% after deductible 80% after deductible
<b>Emergency Room Fee</b> (\$50 co-pay waived if admitted)	100% after \$50 co-payment *
<b>Urgent Care Facility</b>	80% after deductible
<b>Co-insurance</b>	80% after deductible until out-of-pocket max is met, then 100%
<b>Diagnostic Services</b> (Lab, X-Ray and other tests)	80% after deductible
<b>Ambulance – Traditional, Air or Boat ***</b>	80% after deductible
<b>Hospital Services</b> (Inpatient and Outpatient)	80% after deductible
<b>Maternity</b>	80% after deductible
<b>Medical/Surgical Services</b>	80% after deductible
<b>Infertility Counseling, Testing and Treatment</b>	80% after deductible
<b>Assisted Fertilization Procedures</b>	80% after deductible \$5,000 Lifetime Maximum
<b>Organ Transplants</b>	80% after deductible (100% if a LifeSource Network Provider)
<b>Physical, Restorative Speech, Occupational and Cardiac Therapies</b>	80% after deductible 25 days/year
<b>Chiropractic</b>	80% after deductible Limit: \$1,000/year
<b>Durable Medical Equipment</b>	80% after deductible
<b>Skilled Nursing Facility</b>	80% after deductible 100 days/year
<b>Private Duty Nursing</b>	80% after deductible
<b>Home Health Care</b>	80% after deductible 100 visits/year
<b>Hospice</b>	100% (not subject to deductible) Limit \$12,000 lifetime maximum

\* Not subject to the deductible.    \*\* Subject to a \$300 annual maximum in 2003, \$350 in 2004 and \$400 in 2005

\*\*\* If medically necessary

Benefit Provision	Benefits
<b>Hearing Aids</b> <ul style="list-style-type: none"> <li>\$3,000 maximum per three year period</li> <li>Including the hearing aids and initial testing and fitting</li> <li>Members may access any discount programs provided by the claims administrator</li> </ul>	
<b>Mental Health Services</b> <i>Inpatient</i>	80% after deductible
	Inpatient Limit: 60 days/year
<i>Outpatient</i>	80% after deductible
	Outpatient Limit: 30 visits/year
<b>Substance Abuse Services</b> <i>Inpatient</i> Detoxification & Rehabilitation	80% after deductible
	45 days per year; \$50,000 lifetime maximum
<i>Outpatient</i>	80% after deductible
	60 visits per year; 120 visits lifetime maximum
<b>Pre-certification, Case Management, and Retrospective Review Requirements</b>	See Section 2.09 (a)
<b>Prescription Drug Program</b> <ul style="list-style-type: none"> <li>Maintain use of closed formulary. The formulary is the MEDCO RxSelections Formulary with PNA exclusions.</li> <li>Maintain mandatory Mail Order. (Two refills allowed at retail, then Mail Order thereafter.)</li> <li>Participants may appeal to Medco concerning the medical necessity of a non-formulary multi-source brand name drug. If granted, days supply, co-insurance, and minimums and maximums will be the same as for formulary drugs. If not granted, there will be no coverage under the plan.</li> </ul>	<p align="center"><b>Prescription Drug Deductible: \$250 per person per year</b></p> <p align="center">Retail – 30 days supply Mail Order - 90 days supply</p> <p align="center"><b>Retail and Mail Order Coinsurance:</b> 80%</p> <p><i>Retail</i> Minimum co-insurance: 2003=\$5 2004=\$6 2005=\$7 Maximum co-insurance: 2003=\$50 2004=\$60 2005=\$70</p> <p><i>Mail Order</i> Minimum co-insurance: 2003=\$10 2004=\$12 2005=\$14 Maximum co-insurance: 2003=\$100 2004=\$120 2005=\$140</p>
<b>Retiree Contribution</b> <ul style="list-style-type: none"> <li><b>Comprehensive Plan and Drug Program</b></li> <li><b>HMO/EPO/Supplements and Drug Program</b></li> </ul>	<p>Calculated based on the amount needed to satisfy the 4% cumulative annual limit.</p> <p>Calculated based on the amount needed to satisfy the 4% cumulative annual limit PLUS the incremental cost of the HMO/EPO/Supplements.</p>

Note: This benefit chart is a summary only. It does not fully describe the benefit coverage. Additional details are available in the contract and plan documents.

To be considered for coverage, all claims must be for medically necessary services or supplies

This plan is secondary to Medicare. It is not a supplemental plan. If Medicare has an obligation to pay what this plan would have otherwise paid, this plan will pay no more.

2.09 (a) The Company retains the right to use utilization review vendor(s) to provide all retirees, surviving spouses and dependents under age 65 utilization services including, but not limited to, hospital pre-certification, continued stay review, individual case management, mental health and chemical dependency review and case management and chiropractic review.

(b) **Annual deductibles, co-insurance and out-of-pocket maximums** – The Preferred Provider Plan (PPO) shall have a single deductible and family deductible applicable to eligible charges. Separate deductible amounts apply based on whether services are received in or outside of the preferred provider network. After the deductible has been satisfied, the Plan shall pay 80% (In-Network) or 60% (Out-Of-Network) of usual, reasonable and customary eligible expenses and the retiree or eligible dependent will pay the remaining co-insurance until a calendar maximum has been satisfied. There will be a total annual out-of-pocket expense for single and family coverage, after which time the Plan will pay 100% of eligible expenses for the remainder of the calendar year. Separate out-of-pocket maximums apply for “in” or “out” of network services.

The Comprehensive Plan shall have a single deductible and family deductible applicable to eligible charges. After the deductible has been satisfied, the Plan shall pay 80% of usual, reasonable and customary eligible expenses and the retiree or eligible dependent will pay the remaining co-insurance until a calendar maximum has been satisfied. There will be a total annual out-of-pocket expense for single and family coverage, after which time the Plan will pay 100% of eligible expenses for the remainder of the calendar year.

(c) **Lifetime Maximum** – The Retiree Medical Plans shall provide for a combined lifetime benefit of \$1,000,000. Amounts from the Comprehensive Plan administered by Unicare shall be carried over to the Preferred Provider Plan or Comprehensive Plan administered by CIGNA effective April 1, 2003.

(d) **Chiropractic Services** – These services are subject to an annual maximum of \$1,000 per person, provided the services are medically necessary, subject to the claims administrator guidelines.

(e) **Hearing Aids and Exams** – Initial medical examination of the ear, audiometric examination and hearing aid evaluation tests and hearing aid devices are covered. These services shall be subject to a \$3,000 per person maximum once every three years.

(f) **Emergency Room Fee** – Emergency room visits will be subject to a \$50.00 co-payment. The co-payment shall be waived if admission to the hospital occurs. The Emergency Room benefit shall be administered on the basis of signs or symptoms shown by the patient as verified by the physician at the time of treatment, rather than on the basis of the final diagnosis. A medical emergency will not be considered to exist if treatment is not secured within seventy-two (72) hours of the onset of the condition.

(g) **Outpatient restorative speech, physical, occupational and cardiac therapy services** – These will be covered services up to a maximum of twenty-five (25) days per calendar year.

- (h) **Transplant services** – Transplant services for bone marrow, heart, kidney, liver, heart/lung, pancreas/kidney or lung organ transplants will be covered when medically appropriate and necessary. Other services covered when the organ transplant is performed are as follows:
- (1) The acquisition, preparation, storage and transportation of the donated organs, up to a maximum of \$25,000 per transplant.
  - (2) Transportation and living expenses for the organ transplant recipient who is a participant and family members to the transplant facility when the facility is located more than 75 miles from the residence, up to a maximum of \$10,000 per transplant.
  - (3) In the event the organ transplant recipient who is a participant must stay within the area of the facility and be medically monitored prior to the human transplant or after the transplant, the \$10,000 referenced above can be used for this purpose, except the 75 mile limit does not apply.
- (i) **Hospice Care services** – Services are provided to a terminally ill patient with less than six months to live. Hospice care provides palliative, supportive medical, nursing and other health care services by or in a certified hospice agency or facility. Hospice services are covered at 100% (not subject to deductible) up to a lifetime maximum of \$12,000.
- (j) **Mental health and chemical dependency** benefits provided under Non-Medicare eligible plans must be precertified or benefits will not be payable. These benefits will be administered and managed by a managed care mental health vendor of the Company's choosing and the benefits available will be as listed in the charts.
- (k) **Skilled care facility** services performed in a skilled nursing home, subacute unit, transitional unit connected to a hospital or in a rehabilitation hospital will be covered for maximum periods as listed in the above charts. The benefit days will commence on the first day any payment by the plan is made. All skilled facility admissions regardless of age must be precertified with the utilization review vendor for intensity of services, eligibility and the above criteria. To qualify for benefits, the retiree, surviving spouse or eligible dependent must meet all of the following requirements:
- (1) Skilled nursing services or skilled rehabilitation/restorative services must be performed by or under the direct supervision of a licensed professional.
  - (2) The skilled services must be performed on a daily basis.
  - (3) The skilled services can only be provided on an inpatient basis but the intensity of services are less than those for general acute hospital but greater than those available to the covered person in their home.
  - (4) The condition must be temporary in nature, treatable and the patient must be expected to improve to a predictable level of recovery. If

the patient reaches a plateau or maximum level of recovery possible for that particular condition and /or the condition is not expected to improve to a predictable level of recovery, services will no longer be considered skilled in nature.

(5) The care must not be custodial.

(l) **Skilled care services** provided on a part-time or intermittent basis (less than daily and up to eight hours per day), which cannot be accessed on an outpatient basis, and do not meet the definition for skilled facility services may be covered services under Home Health Care. Home health care services must be prescribed by a physician and medically necessary.

(1) The condition must be temporary in nature, treatable and the patient must be expected to improve to a predictable level of recovery. If the patient reaches a plateau or maximum level of recovery possible for that particular condition and /or the condition is not expected to improve to a predictable level of recovery, services will no longer be considered skilled in nature.

(2) The care must not be custodial.

Contributions for Health Care

2.10 (a) Effective April 1, 2003, retirees will contribute monthly to the cost of the Preferred Provider Plan plus Prescription Drug Plan or the Comprehensive Plan plus Prescription Drug Plan or Alternate Plan (if available) plus Prescription Drug Plan elected during their enrollment through pension deduction, or direct billing (when the pension is not adequate to cover the contribution) based on the following schedules.

Non-Medicare Eligible Retiree/Surviving Spouse	PPO Plan		Alternative Plans	
	Single	Family	Single	Family
4/1/2003 – 12/31/2003				
• PPO	\$100	\$200	\$125	\$250
• Paramount			\$125	\$250
• OSF			\$125	\$250
• Kaiser			\$125	\$250
• Pacificare			\$125	\$250
January 1, 2004 – December 31, 2004	TBD *	TBD *	TBD *	TBD *

\* TBD = To Be Determined

<b>Medicare Eligible Retiree/Surviving Spouse</b>	<b>Comprehensive Plan</b>		<b>Alternative Plans</b>	
	<b>Single</b>	<b>Family</b>	<b>Single</b>	<b>Family</b>
4/1/2003 – 12/31/2003 <ul style="list-style-type: none"> <li>• Comprehensive</li> <li>• Paramount</li> <li>• OSF</li> <li>• Kaiser</li> </ul>	\$50	\$100	\$85 \$115 \$115	\$170 \$230 \$230
January 1, 2004 – December 31, 2004	TBD *	TBD *	TBD *	TBD *

\* TBD = To Be Determined

- (b) Any employee who is less than age 56 and who is eligible for post employment health care benefits (see 2.01 and 2.02) and retires from PNA (exclusive of Disability Retirement under the Hourly Employees Pension Plan) shall be required to pay 100% of the premium for medical and prescription drug benefit coverage until such retiree reaches age 60. Such retiree premium shall be adjusted on an annual basis based on any cost increases to the plan of benefits elected by such retiree.
- (c) The Company will meet with the Union prior to the next annual open enrollment period to review plan costs and discuss future monthly contribution amounts.

**Company Reimbursement for Medicare Coverage**

2.11 An employee who retires from the Company and is eligible for continuation of health care coverage (other than COBRA) will be reimbursed until age 65 in an amount not greater than the Medicare Part B premium provided such retiree is eligible for and subscribes to Medicare Part B insurance. The Medicare Part B reimbursement shall not exceed the following schedule:

<u>Period</u>	<u>Maximum</u>
4/01/03 through 12/31/04	\$54.00

**ARTICLE III  
POST RETIREMENT HEALTH CARE LIMIT**

3.01 The Company and Union agree to a limit on the future annual rate of increase in per capita health care costs to be borne by the Company for retirees, surviving spouses and their eligible dependents. Beginning with 1993 as the base year, if the actual rate of increase in per capita costs is expected to exceed 4% in any year, contributions from participating retirees and surviving spouses, or corresponding reductions in benefit levels will be required in order to achieve the 4% limit on Company cost increases.

- (a) For purposes of the above calculation, the per capita cost for individuals who are not Medicare eligible was \$789 as of January 1, 2003.

- (b) For purposes of the above calculation, the per capita cost for individuals who are Medicare eligible was \$239 as of January 1, 2003.
- 3.02 Per capita costs will be determined on a paid basis combining indemnity and PPO claims, HMO premiums, EPO claims, Prescription Drug claims and administrative fees. In addition, per capita costs will be determined separately for individuals under age 65 and those age 65 or older that are covered by Medicare.
- 3.03 Annually, the Company will determine the actual aggregate cost of paid retiree health benefits net of any contributions for the twelve month period ending in December of the year preceding the year for which retiree contributions are to be set. Based on an actuarial assessment, the actual aggregate experience will be allocated to average per capita costs which will then be compared to the maximum company costs for the year based on the 4% annual rate of increase since 1993 and any excess will be the required retiree contributions or corresponding reductions in benefit levels for that year.
- 3.04 (a) The actual paid per capita costs for prior years will be compared to those previously projected for the purposes of setting retiree contributions to determine if there was any surplus or deficit in retiree contributions, the amount of the deficit will be added to any required contributions for the next year. These adjustments will only apply for one year and do not become a permanent part of the contributions.  
  
(b) Effective for claims paid on or after January 1, 2003, the actual paid per capita costs for prior years will be compared to those previously projected for the purposes of setting retiree contributions if there are was any surplus or deficit in retiree contributions. The amount of the deficit or surplus will be added to or subtracted from any required contributions for the next year. These adjustments will only apply for one year and do not become a permanent part of the contributions.
- 3.05 The Company and Union agree to monitor the basis upon which retiree contributions are calculated, including the development of aggregate cost. The Company and Union will meet at least semi-annually (e.g. April 15th and October 15th), but not more often than quarterly, unless otherwise agreed to by the parties (Company and Union).

**ARTICLE IV  
ELIMINATION OF DENTAL BENEFITS**

- 4.01 Effective April 1, 2003, the Dental Plan shall be eliminated for all participants covered by this Supplemental Agreement.

**ARTICLE V  
MISCELLANEOUS PROVISIONS**

- 5.01 The provisions of the medical and prescription drug benefits provided in this Agreement for retirees (whether retired prior to the term of this Agreement or during the term of this Agreement) are negotiated benefits which are subject to modification, improvement or amendment through the negotiation process.



- 5.02 It is intended that the programs of Medical and Prescription Drug benefits, as set forth in this Agreement, shall comply with any law or laws pertaining to such programs.
- 5.03 If a National Health Insurance Program is enacted which relieves the Company of its obligation to provide Health Care Benefits as negotiated, then the Company and the Union will negotiate regarding the effects of such changes upon the provisions of this Agreement.
- 5.04 The Company reserves the right at any time to place the programs provided for in this Agreement with carriers other than those now providing those coverages, provided the new carrier provides benefits equal to those in effect prior to the change in carriers.