



A G R E E M E N T

Between

**LATROBE ELECTRIC
STEEL COMPANY**

and the

**UNITED STEELWORKERS
OF AMERICA
C I O**

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JUNE 1, 1945

LATROBE, PENNSYLVANIA



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Agreement

This Agreement dated June 1, 1945 is between Latrobe Electric Steel Company, Latrobe, Penna., or its successor or successors (hereinafter referred to as the "Company") and the United Steelworkers of America or its successor (hereinafter referred to as the "Union").

SECTION I.—INTENT AND PURPOSE

It is the intent and purpose of the parties hereto to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, and to provide procedure for prompt, equitable and adjustment of alleged grievances to the end that there shall be no interruptions or impeding of the work, work stoppages, strikes, lock-outs, or other interferences with production during the life of this Agreement.

The provisions of this Agreement in Section 2 relating to Maintenance of Membership and Checkoff, Section 3 relating to Shift Differentials, Section 5 relating to Vacations, Section 11 relating to Holidays are included in this Agreement pursuant to the Directive Order dated November 25, 1944 of the National War Labor Board, and the provisions in Section 15 relating to Termination Date are included pursuant to the Directive

Section II—Recognition

Order dated February 27, 1945 of the National War Labor Board, both of which Directive Orders were issued in Case No. 111-6230-D (14-1, et al) involving the parties hereto.

The term "employee" as used in this Agreement applies to all hourly production and hourly maintenance employees of the Company employed in and about the Company's plant.

Any dispute in regard to the above paragraph may be subject to adjustment in accordance with provisions of Section 7 hereof for the Adjustment of Grievances including arbitration, if necessary.

SECTION II.—RECOGNITION

A. The Company recognizes the Union the exclusive bargaining agency for all of its employees not excluded from membership by Section I of the Agreement.

The Company recognizes and will not interfere with the right of its employees to become members of the Union. The Union agrees that neither it nor any of its officers or members will engage in any Union activity on Company time or will engage other employees in any Union activity while such employees are on Company time; and the Company may discipline any employee who shall be proved guilty of violating this provision. Any dispute as to the facts or as to the

Section II—Recognition—(Continued)

nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section 7—Adjustment of Grievances, including arbitration, if necessary, or the Company may elect to leave to the determination of the arbitration machinery the question of the nature of the discipline to be imposed.

B. All employees, who, fifteen days after November 25, 1944 are members of the Union in good standing in accordance with its constitution and by-laws, and all employees who become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of the collective agreement in which this provision is incorporated, or until further order of the Board.

The Union, its officers and members shall not intimidate or coerce employees into joining the union or continuing their membership therein.

If a dispute arises as to whether an employee (1) was a member of the Union on the date specified above or (2) was intimidated or coerced during the fifteen-day "escape period" into joining the Union or continuing his membership therein, such dispute may be submitted for determination by an arbitrator to be appointed by the National War Labor

Section II—Recognition—(Continued)

Board. The Decision of the arbitrator shall be final and binding upon the parties.

The Company, for said employees, shall deduct from the second pay of each month the Union dues for the preceding month of (up to one dollar and a half, \$1.50) and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union of three dollars (\$3.00) shall be deducted by the Company and remitted to the International Secretary-Treasurer of the Union in the same manner as dues collection.

Where the monthly dues of a local union are less than one dollar and a half (\$1.50) on written notice signed by the authorized representatives of the Union that the dues have been increased in accordance with its constitution and by-laws in any amount up to one dollar and a half (\$1.50), the amount of dues to be checked off by the Company shall be increased accordingly.

In order to facilitate compliance with the foregoing provisions, the following are agreed to:

1. The sole authorized representative of the Union for the purpose of certifying the amount of any change in the monthly dues to be deducted by the Company shall be the International Sec-

Section II—Recognition—(Continued)

retary-Treasurer.

2. The Company will continue to deduct dues at the rate in force on November 25, 1944, until officially notified of a change as above provided.

3. If any dispute arises (as to whether there has been any violation of the pledge against intimidation or coercion), the dispute shall be referred to the National War Labor Board.

4. The Union has certified in writing to the Company that the employees who were members of the Union as of the date of the aforesaid Directive Order are still members, with any enumerated exception of those who have withdrawn from the Union in the fifteen-day escape period, and of those employees who have become members of the Union since the date of the aforesaid Directive Order.

5. Thereafter, on or before the last day of each month, the Union shall submit to the Company a certified list showing separately for the plant the name, department symbol and check or badge number of each employee who shall have become a member in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Company and showing the amount of any initiation fee to be deducted from the wages of such employee for the succeeding month

Section III—Wages

and the first month (which shall not be earlier than the month following the one in which the list was submitted) for which Union dues are to be deducted from the wages of such employee in accordance with the above provisions.

6. The pay referred to for deduction of dues or initiation fee shall be the second pay closed and calculated in a month.

There shall be no discrimination, interferences, restraint or coercion by the Company or any of its agents against any employees because of membership in the Union.

The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon certified lists furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

SECTION III.—WAGES

a. Rates now in effect shall remain in effect for the duration of this Agreement except as changes may be permissible and accomplished under the following paragraphs of this Section or under other sections of this Agreement.

Section III—Wages—(Continued)

b. Trade apprentices shall receive not less than the minimum common labor rate applicable at the plant for each hour worked during the first period of the trade apprentice training program.

c. Women employed to perform work on jobs heretofore performed by men shall receive the same pay for fully performing the same quantity and type of work.

d. Each employee shall be guaranteed and shall receive for each day's work an amount equal to the minimum common labor rate which shall be not less than 78½¢ per hour for the plant involved multiplied by the number of hours worked by him on that day. If however, such employee's fixed occupational hourly rate is greater than the above amount, the Company agrees and guarantees that he shall receive for each day's work an amount which shall be not less than his fixed occupational hourly rate, multiplied by the hours worked by him on that day. Further, in no case shall an employee receive for a given day less than the amount earned by him as a result of the application of piece-work tonnage or incentive rates. The turn guarantee of incentive earnings shall not apply on an individual turn basis to those operations concerning which it is not practicable to calculate such incen-

Section III—Wages—(Continued)

tive earnings on the single turn basis, but shall in such cases apply on the smallest practicable number of eight (8) hour turns.

The employee's earnings for performing a given quantity and type of work will not be decreased due to the establishment of the minimum daily guarantee.

e. Shift Differentials.

1. For hours worked on the afternoon shift there shall be paid a premium of 4c per hour. For hours worked on the night shift there shall be paid a premium rate of 6c per hour.

2. Shifts shall be identified in accordance with the following:

a. Day shift includes all turns regularly scheduled to commence between 6:00 A. M. and 8:00 A. M. inclusive.

b. Afternoon shift includes all turns regularly scheduled to commence between 2:00 P. M. and 4:00 P. M. inclusive.

c. Night shift includes all turns regularly scheduled to commence between 10:00 P. M. and 12:00 Midnight inclusive.

3. Shift differential shall be included in the calculation of overtime compensation. Shift differential shall not be added to the base hourly rate for the purpose of calculating incentive earnings

Section III—Wages—(Continued)

but shall be computed by multiplying the hours worked by the applicable differential and the amount so determined added to earnings.

4. Any hours worked by an employee on a regularly scheduled shift which commences at a time not specified in Paragraph 2 above shall be paid as follows:

a. For hours worked which would fall in the prevailing day turn of the department no shift differential shall be paid.

b. For hours worked which would fall in the prevailing afternoon turn of the department the afternoon shift differential shall be paid.

c. For hours worked which would fall in the prevailing night turn of the department the night shift differential shall be paid.

5. The shift differential which applies to the shift on which time is made up shall be paid for make-up time.

6. Shift differential shall be paid for allowed time or reporting time when the hours for which payment is made would have called for a shift differential if worked.

7. The provisions of this subsection E are effective as of December 24, 1943.

SECTION 3—A

1. Wage Rate Inequities

a. The Company and the Union shall negotiate the elimination of existing intra-plant wage rate inequities and reduction in the number of job classifications in accordance with Section X-3 and XI of the Directive Order of the National War Labor Board of November 25, 1944, which by reference are incorporated herein, and attached as an appendix.

b. Any adjustments that may be made pursuant to the aforesaid Section X-3 and XI shall be effective as of December 24, 1943; provided that the effective date and the cost incident to any wage adjustments made pursuant to the Resolution of the National War Labor Board dated December 13, 1944, dealing with the processing of pending alleged wage rate inequities, shall be in accordance with the provisions of said Resolutions.

c. Following the final resolution of matters required by Paragraph 3-a above, (1) no grievance alleging a wage rate inequity shall be filed or processed during the term of this Agreement; (2) nothing in this Agreement shall preclude the filing of a grievance alleging that an employee performing and meeting the requirements of a given job is not receiving the established wage rate for that job; and (3) the parties shall then incorporate in the Agreement a provi-

Section IV—Hours of Work

sion regarding mechanical and maintenance occupations applying the principle of upgrading when an employee, for a substantial portion of his working time, performs higher-rated job duties.

d. It is agreed that in order to accomplish the objectives sought by the provisions of Paragraph 3-a above, namely, the elimination of all wage rate inequities and a fixed wage scale in the plant of the Company, it may be necessary pending final resolution of matters required by Paragraph 3-a above, to refer the decisions of the Board of Conciliation and Arbitration, made pursuant to Paragraphs a and b above, to the Commission established by the National War Labor Board under Section X-3 of The Directive Order for review.

SECTION IV.—HOURS OF WORK

A. This section defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This section shall not be considered as any basis for the calculation of overtime.

B. The normal work day shall be eight (8) consecutive work hours and sixteen (16) hours of rest in a consecutive twenty-four (24) hour period, except for rest periods in accordance with

Section IV—Hours of Work—(Continued)

practices heretofore prevailing in the plant.

C. The normal work week shall be five (5) consecutive work days, followed by a rest period of forty-eight (48) consecutive hours within a period of seven (7) consecutive days; provided, however, that on shift changes the sixteen* (16) hours rest period within the work day need not be provided in addition to, but may be considered as a part of the forty-eight (48) consecutive hour rest period and in the case of six day schedules as a part of the twenty-four (24) consecutive hour rest period. Normal work week begins 8:00 A. M. Monday and ends 7:59 A. M. the following Monday.

D. Should it be necessary, in the interest of efficient operations, to establish schedules departing from normal, the grievance committee of the plant and the Management of the plant may, at the request of either party, confer to determine whether, based upon the facts of the situation, mutually satisfactory modified schedules can be arranged, but the final right to arrange working schedules rests with Management in order to avoid adversely affecting operation of the plant.

E. Determination of starting times shall be made by the Company and

Section IV—Hours of Work—(Continued)

schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in such schedules and provided further that changes deemed necessary by the Company shall be made known to the plant representatives of the Union as far in advance of such changes as is possible.

F. It is agreed that diligent effort on the part of the Management should result in not less than eighty-five per cent (85%) of all employees being scheduled on normal schedules, and Management agrees to furnish the grievance committee in each plant evidence of its performance in this respect from time to time as may be desired by the grievance committee. All schedules departing from normal and mutually agreed to as provided in Sub-section D. above shall be deemed to be included in the aforementioned eighty-five per cent (85%).

G. In recognition of the difficulties imposed upon Management through failure of employees to comply with working schedules, an employee reporting late for, or absenting himself from work, without just cause, may be subject to discipline, in accordance with the provisions of this Agreement. Employees shall, wherever practicable, give prior notice to the

Section 4-A—Overtime and Allowed Time

Company whenever they either report late or absent themselves from work.

SECTION 4-A—OVERTIME AND ALLOWED TIME

A. Purpose

This section provides the basis for calculation of and payment for, over and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

B. Definition Of Terms

1. OVERTIME RATES mean the rates for the overtime hours worked as provided in subsection C.

C. Conditions under which overtime Rates shall be paid.

1. Except as provided in Paragraph 2 below, overtime rates shall be paid for:

- (a) hours worked in excess of eight (8) hours within the (24) twenty-four hour period commencing with the time the employee begins work.
- (b) hours worked in excess of forty (40) hours in a week;
- (c) hours worked on days worked in excess of five (5) days in a week;
- (d) hours worked on the sixth or seventh day of a seven (7) con-

Section 4-A—Overtime and Allowed Time (Continued)

secutive-day period during which the first five (5) days were worked, whether or not all of such days fall within the same pay period, except when worked pursuant to schedules mutually agreed to as provided for in Subsection d of Section 3; provided, however, that no overtime will be due under such circumstances unless the employee shall notify his foreman of a claim for overtime within a period of one (1) week after such sixth or seventh day is worked; or

(e) hours worked on holidays to the extent provided in Section XI—Holidays.

2.

(a) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked, in determining overtime under the same or any other provision; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determin-

Section 4-A—Overtime and Allowed Time
(Continued)

ing overtime under the provisions of Subsection C-1 above.

(b) Upon notification to the International Representative; the local Executive Officers, Grievance Committeemen and Local Plant Management may enter into a written blanket agreement signed by the parties concerned covering the department under which employees; who due to personal reasons or operating emergencies, fail, during their regularly scheduled hours, to complete the hours for which they are scheduled, may be permitted to make up such lost time (within the same pay period in which the time is lost) to a maximum of forty (40) hours per pay period without the payment of overtime rates, provided work is available and provided such employees give their supervisors twenty-four hours' notice of their desire to make up such lost time.

(c) Overtime shall be paid for at time and one-half the regular hourly rate for the occupation on which the overtime hours are worked, and for employees on an incentive, tonnage or piece-work basis the regular hourly rate will be the average hourly earnings for the pay period, and shall be arrived at by dividing the total amount earned (exclusive of overtime premiums and allowed

Section 4-A—Overtime and Allowed Time
(Continued)

time provided in Subsection D below) by the total actual hours worked during such pay period.

D. Conditions Pertaining To Allowed Time.

1. Employees who are regularly scheduled or who are notified to report and who do report for work shall be paid, in the event no work for which they were scheduled or notified to report is available, for two hours' work at the rate in effect for the occupation at which they were scheduled or for which they were notified to report. At Management's discretion the employees scheduled or notified to report may be assigned to other substantially similar work for which they may be qualified in lieu of their being released. Should employees refuse such assignment, they shall not receive the two hours' reporting pay.

2. Employees who are scheduled or who are notified to report and actually begin work at the start of a turn, and work less than four hours, or are assigned or reassigned by Management to other substantially similar work, shall be paid for a minimum of four hours at the rate in effect for the occupation at which they began work. Should employees refuse such work they shall only be paid for the actual time worked. Em-

Section 4-A—Overtime and Allowed Time

(Continued)

ployees may be assigned to additional substantially similar work beyond the 4-hour period; and employees so assigned to other work shall be paid for the actual hours worked at the rate of pay for the occupation to which they were assigned.

3. Allowed time under the foregoing provisions shall not be included in the hours worked during the work day or the pay period for purposes of calculating overtime and likewise shall not be paid for at overtime rates. Hours actually worked under the foregoing provision shall be paid for at overtime rates only when they constitute overtime under the provision of Subsection C-1 above. When the occupation for which the employees have reported for work or on which they have begun work is regularly paid on piece work, tonnage or incentive basis, the pay for allowed time shall be at the regular hourly rate arrived at by dividing the total amount earned for the pay period (exclusive of overtime premiums or allowed time) by the total actual hours worked during pay period.

4. In the event that:

- a. strikes, work stoppages in connection with labor disputes, breakdowns of equipment, or failure of utilities, or acts of God interfere

Section V—Vacations

with work being provided, or

- b. an employee is not put to work or is laid off after having been put to work, either at his own request or due to his own fault.

The provisions of this Subsection D do not apply.

The provisions of this Subsection D shall not apply in the event Management gives such reasonable notice, as determined by Management and the plant grievance committee, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.

SECTION V.—VACATIONS

A. Each employee who prior to July 1 of each calendar year, and in each subsequent calendar year during the continuous of this agreement, has been continuously in the employ of the Company for one year and less than five years shall receive during such calendar year one week's vacation with pay, and each employee who has been continuously in the employ of the company for five years or more shall receive two week's vacation with pay. For the year of 1944, any vacation pay that is due under this provision and has not been paid will be paid as soon as possible after signing of contract.

Section V—Vacations—(Continued)

B. Each employee granted a vacation will be paid at his average rate of earnings per hour for the last two closed and calculated pay periods immediately preceding the actual vacation period (the vacation pay for the year 1944 shall be based upon the average rate of earnings per hour for the same pay periods as used in 1944.

Where the employee did not work in such two pay periods, the vacation pay shall be based on his average rate of earnings per hour for the two pay periods closest to July 1, 1944, during which the employee shall have worked.) For the purposes of this Section, "Pay period" shall mean a two week period or a semi-monthly period. Hours of pay for each vacation period will be the average hours per week worked by the employee during the two pay periods as defined above, but not less than 40 hours a week or the scheduled work week of the plant, whichever is the larger.

C. Continuous service shall be determined by the employee's first employment in the plant of the Company and in accordance with the provisions for determination of continuous service as set forth under Section 6 hereof.

D. It is agreed that the intent of this Section is to provide vacations to eligible employees who have been consis-

Section VI—Seniority

tently employed. Consistent employment shall be construed to mean the receipt of earnings in at least sixty percent (60%) of the pay periods within the period intervening between July 1 and June 30 of successive calendar years.

E. Notwithstanding the employee's accumulation of one or more year's continuous service, the requirement or earnings in a minimum of sixty percent (60%) of the pay periods shall be in addition to such service eligibility.

F. Vacations shall, so far as possible, be granted at times most desired by employees upon a seniority basis, but the final rights to allotment of vacation period is exclusively reserved to the Corporation in order to insure the orderly operation of the plant.

G. It is understood and agreed that a temporary shutdown in any department, for any reason, between June 1 and October 1, may be designated as comprising the vacation period for any employees of the department who are qualified to receive vacation privileges.

H. No employee shall be eligible to receive any benefits under this Section if he resigns from the employment of the Company or if he is discharged.

SECTION VI.—SENIORITY

The parties recognize that promotional

Section VI—Seniority—(Continued)

opportunity and job security in the event of promotions, decrease of forces and rehiring after lay-offs should increase in proportion to length of continuous service, and that in the administration of this Section the intent will be that wherever practicable, full consideration shall be given continuous service in such cases.

In recognition, however, of the responsibility of the Management for the efficient operation of the works, it is understood and agreed that in all cases of:

1. Promotion, (exception of promotions to positions excluded under the definition of "employees" in Section 1 hereof) the following factors as listed below shall be considered: however, only where factors "a" and "b" are relatively equal shall length of continuous service be the determining factor:

- a. Ability to perform the work;
- b. Physical fitness;
- c. Continuous service.

2. Increase or decrease in forces—the following factors as listed below shall be considered; however, only where both factors "a" and "b" are relatively equal shall continuous service be the determining factor:

- a. Ability to perform the work;

Section VI—Seniority—(Continued)

- b. Physical fitness;
- c. Continuous service.

Any employee of any department in the plant being laid off for lack of work and because he does not have sufficient department seniority to remain in the department of which he is employed shall have the right to demote to the labor pool where he shall retain employment so long as any employee of the labor pool has less seniority in the plant than the employee involved.

There shall be no deduction of any time lost which does not constitute a break in continuity of service. Continuous service is broken by:

- a. Voluntarily quitting the service;
- b. Absence due to discharge, termination or suspension, any of which continues for more than six (6) months; and unrenewed leave of absence for 30 days. Any extension of 30 days leave of absence must be approved by Management and Grievance Committee.

c. Absence due either to layoff or to disability or both which continues for more than two years; provided, however, that employees injured while on duty shall accumulate credit for continuous service until the termination of the period for which statutory compensation

Section VII—Adjustment of Grievance

is payable.

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first thirty (30) days of actual work and will receive no continuous service credit during such period. Probationary employees may be laid off or discharged as exclusively determined by Management, provided that this provision will not be used for purposes of discrimination because of membership in the Union. Probationary employees continued in the service of the Company subsequent to the first thirty days (30) of actual work shall receive continuous service credit from date of original hiring.

Determination of the units of the operation within the plant to which the above factors shall be applied shall be made, when required by either party, by local agreement between the Management and the Contract committee at the plant and in any event determined within ninety (90) days of the execution of this Agreement.

SECTION VII.—ADJUSTMENT OF GRIEVANCE

The procedural steps for the settlement of grievance hereinafter set forth represent a general standard which may be

Section VII—Adjustment of Grievance (Continued)

modified at the plant by agreement between the Management and the Union if the modifications agreed upon are in keeping with a procedure best suited for the orderly and expeditious settlement of grievances at the plant in question.

The Grievance Committee for the plant shall consist of not less than three (3) employees of the plant and not more than six (6) employees, designated by the Union who will be afforded such time off without pay as may be required except when meeting is called by Management.

1. To attend regularly scheduled committee meetings.
2. To attend meetings pertaining to discharges or other matters which cannot reasonably be delayed until the time of the next scheduled meeting, and
3. To visit departments other than their own at all reasonable times, only for the purpose of handling grievances, after notice to the head of the department to be visited and permission from their own departmental superintendent.

The parties agree that in the interest of proper disposition of grievances there may be appointed three (3) assistant grievance committeemen who shall aid

Section VII—Adjustment of Grievance
(Continued)

the grievance committee for the prompt handling of grievances. The assistant representatives shall be permitted to represent employees up to and including Step 2, only, in the procedure for the adjustment of grievances, set forth in this section, and will be afforded such time off, as may be required without pay.

Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any local trouble of any kind arise in the plant, there shall be no suspension of work on account of such differences, but an earnest effort shall be made to settle such differences promptly in the manner hereinafter outlined. Any grievances in the process of adjustment on the date of the execution of this Agreement shall be handled in accordance with the procedure herein outlined.

Any employee who believes that he has a just request or complaint may discuss the request or alleged complaint with his foreman with or without the departmental representative being present as he may elect in an attempt to settle same. The foreman shall answer the request or complaint within forty-eight (48) hours. Any request or complaint

Section VII—Adjustment of Grievance
(Continued)

not disposed of shall constitute a grievance within the meaning of this Section, Adjustment of Grievances.

Step 1. The employee, if dissatisfied with the disposition of the request or complaint as presented to his foreman may have his alleged grievance presented to his foreman and to the department superintendent by the departmental representative with or without the employee being present. The grievance presented in this step shall be set forth in writing on appropriate forms and the foreman and the department superintendent shall be required to answer the complaint within seventy-two (72) hours, excluding Sundays and Holidays from the time of presentation in such written form.

The grievance form shall be dated and signed by the employee and departmental representatives or grievance committee-man and three copies given the foreman and the departmental superintendent, who will insert their dispositions, sign and date same, returning two copies to the departmental representative of grievance committeeman.

Step 2. In the event no satisfactory settlement of the grievance is arrived at in Step 1 of this procedure, the griev-

Section VII—Adjustment of Grievance
(Continued)

ance committee may present the grievance to the General Superintendent of the plant, or his representative at the next regular monthly meeting of the grievance committee. Grievances to be discussed at such regular monthly meetings shall be listed on agenda forms by the grievance committee and the Management and copies of such forms shall be exchanged not less than three (3) working days before such meeting. Grievances not listed in the agenda shall not be discussed at said grievance meeting except as mutually agreed upon. Grievances in the agenda or evidence not previously discussed in Step 1 hereof may be referred back, for such discussion unless the grievances relate to matters general in character which cannot be settled by individual foremen or departmental superintendents. Nothing in this Step 2 shall preclude additional meetings, as there may be mutual recognition of such need in accordance with the intent of this Section.

Grievances to be discussed at such meetings may be fully investigated by a member of the grievance committee who shall be afforded such time off without pay as may be necessary for purposes of such complete investigation, which

Section VII—Adjustment of Grievance
(Continued)

time off shall occur between the date of filing of the Grievance in Step 1 hereof and its discussion at the meeting hereof referred to.

Grievances discussed in such meeting and not settled shall be answered in writing by plant management not later than five (5) days, exclusive of Sundays and holidays, after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon.

Grievances not appealed from the disposition in the meeting within ten (10) days thereof, or not appealed within ten (10) days from the date of the written answers as above provided shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

Minutes of all Step 2 meetings shall be prepared by the Superintendent of Industrial Relations, jointly signed by the Chairman or Secretary of the grievance committee and the Superintendent of Industrial Relations, and two copies of such minutes shall be handed the grievance committee not later than five (5) days following the date on which the meeting was held, or the date on which the written decision was made. Minutes

Section VII—Adjustment of Grievance
(Continued)

shall be typed and shall conform essentially to the following outline:

- A. Date and place of meeting.
- B. Names and positions of those present and those absent.
- C. Identifying number and description of each grievance discussed.
- D. Brief statement of Union position.
- E. Brief statement of Company position.
- F. Summary of the discussion.
- G. Decision reached.
- H. Statement of concurrence in or exception to decision.
- I. Statement as to whether decision accepted or rejected.

Step 3. Grievances not satisfactorily settled in Step 2 may be appealed for discussion in an attempt to reach a mutually satisfactory settlement between the representative of the International Union certified to the Management in writing the representative of the Company, similarly certified by the Company.

Written notice of appeal shall be served by either representative designated above on the other prior to the expiration of ten (10) days following disposition in Step 2 hereof. Such notice shall

Section VII—Adjustment of Grievance
(Continued)

state subject matter of grievance, identifying number and objections taken by either party to previous dispositions.

Either party may request a further statement of facts to be made available not later than three (3) days preceding the date set for the Step 3 meeting and either party may produce witnesses, who, being familiar with the facts involved, may aid in a solution of the problem. In the interest of expeditious and unprejudiced handling of grievances it is intended that attendance at Step 3 meetings shall be limited to the representative of the Company and the International representative of the Union, unless otherwise mutually agreed upon in advance of the meeting.

Witnesses desired by either party shall be available as needed, but shall be restricted as to attendance to the time required for their testimony. Further no employees grievances shall be permitted to progress into Step 4 without review by the District Union Representative.

Step 4. Whenever either party concludes that further conference in Step 3 cannot contribute to settlement of the grievance, such grievance may be appealed by either party to an impartial arbitrator to be appointed by mutual agree-

Section VII—Adjustment of Grievance
(Continued)

ment of the parties hereto within ten (10) days following receipt by either party of a written request for such appointment. The decision of the arbitrator shall be final. The expense and salary incident to the services of the arbitrator shall be shared equally by the Company and the Union. Awards or settlement of grievances may or may not be retroactive, but in no event shall any award be retroactive beyond the date on which the grievance was first presented in written form in Step 1 of grievance procedure, as the equities of each case (discharged cases excepted) may demand.

The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions relating to the wages, hours of work and other conditions of employment set forth in this Agreement together with those which are, or may hereafter be, in effect at the plant of the Company, insofar as shall be necessary to the determination of such grievances arising hereunder, but the arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this agreement.

The representative of the Company and the International representative of the

Section VII—Adjustment of Grievance
(Continued)

union shall from time to time meet upon the request of either at a mutually satisfactory time to review the activities of the Union.

It is agreed by the parties hereto that procedure provided in this Section, if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising in any plant of the Company. It is understood and agreed that grievances to be considered must be filed promptly after the occurrence thereof. It is further understood that an interruption or impeding of the work, stoppage or strike on the part of the Union or a lockout on the part of the Company, shall be a violation of this agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section 9 of this Agreement, provided, however,

Section VIII—Management
Section IX—Discharge Cases

that prior to such discharge the Company will provide a list of names, check numbers and addresses of employees considered by it to be involved to the representatives of the Union in the District in which the plant is located.

SECTION VIII.—MANAGEMENT

The management of the works and the direction of the working forces, including the right to hire, suspend or discharge for proper cause, and the right to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the Company, provided that this will not be used for purposes of discrimination against any member of the Union.

SECTION IX.—DISCHARGE CASES

In the exercise of its rights as set forth in Section VIII, Management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be first suspended. Such initial suspension shall be for not more than five (5) days, calendar. During this period of initial suspension the employee, may, if he be-

Section IX—Discharge Cases—(Continued)

Heves that he has been unjustly dealt with, request a hearing and a statement of the offense before his department head with his departmental representative or grievance committeeman present as he may choose, or the General Superintendent or the Manager of the Plant with or without the member or members of the grievance committee present, as he similarly may choose. At such hearing the facts concerning the case shall be made available to both parties. After such hearing or if no such hearing Management may conclude whether the suspension shall be converted into discharge or, dependent upon the fact of the case that such suspension may be extended or revoked. If the suspension is revoked, the employee shall be returned to employment and receive full compensation at his regular rate of pay for the time lost, but in the event a disposition shall result in either the affirmation or extension of the suspension or discharge of the employee, the employee may within five (5) days after such disposition allege a grievance which shall be handled in accordance with the procedure of Section VII, "Adjustment of Grievances." Final decision on all suspension or discharge cases shall be made by the Company within five (5) days from the date of filing of the grievance, if any.

Section X—Military Service

Should it be determined by the Company or by an arbitrator in accordance with Step 4 of the grievance procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost.

SECTION X.—MILITARY SERVICE

A. Reemployment

Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee (other than a temporary employee) at the plant, who has entered or shall enter the military, naval or merchant marine service of the United States, be honorably discharged from such service, and shall within ninety (90) days after he is relieved from such service, or from hospitalization continuing after discharge for a period of not more than one year, apply to the Company in writing for reemployment at the plant, for the purposes of Section 6 of this Agreement, his record of continuous service at the plant shall be deemed not to have been broken by his absence on such military, naval or merchant marine service, and on the basis of said seniority, (determined in accordance with the provisions of

Section X—Military Service—(Continued)

said Section VI) he shall be entitled to re-employment at the plant, if and when work which he is qualified to perform is available in the plant in an occupation of like status and pay, and provided that he shall be given preference over any other employee with less seniority as so determined by said Section VI. If an employee so applying for reemployment shall so request, he shall be granted a leave of absence without pay not to exceed sixty (60) days before he shall return to work.

B.—VACATIONS

If an employee who would otherwise have been entitled to a vacation with pay, or in lieu thereof to vacation allowance, under the provisions of Section V of this Agreement, during the calendar year in which he shall enter the military, naval or merchant marine service of the United States before he shall have taken such vacation, or before he shall have accepted vacation allowance in lieu of a vacation, he shall be paid an amount equal to the vacation pay which he would have been entitled to receive for the period of such vacation.

An employee who, after being honorably discharged from military, naval or merchant marine service of the United States, is reinstated pursuant to this

Section XI—Holidays

Section XII—Safety and Health

Section X, shall be entitled to a vacation with pay or in lieu thereof to vacation allowance in and for the calendar year in which he is reinstated in accordance with the provisions of Section V of this Agreement, without regard to the requirement of being consistently employed as defined in Section V.

SECTION XI.—HOLIDAYS

The following days shall be considered holidays:

July 4th

Labor Day

Christmas Day

New Year's Day

Thanksgiving Day

Decoration Day

Time and one-half will be paid all employees working on holidays. For the purpose of determining whether an employee has worked six days in his regularly scheduled work week, holidays shall be considered as days worked, whether worked or not, and regardless of whether they are scheduled as days of work or rest.

SECTION XII—SAFETY AND HEALTH

The Company shall continue to make reasonable provisions for the safety and

Section XIII—Prior Agreements

health of its employees at the plant during the hours of their employment. Protective devices, wearing apparel, safety shoes, goggles, gloves, fire and water-proof clothes, and other articles necessary to properly safeguard the health of employees, and protect employees from injury shall be provided by the Company in accordance with practices now prevailing. Proper heating and ventilating systems shall be installed by the Company where needed.

SECTION XIII—PRIOR AGREEMENTS

This Agreement terminates all prior Agreements between the parties. No grievance alleged because of conditions existing while any prior agreement between the parties was in effect shall be presented for adjustment except insofar as the conditions upon which said grievance is based continue in effect and are the proper subject of a grievance under this Agreement, and except further that any grievance, which as of the date of this Agreement has been presented in writing and is in the process of adjustment under the grievance procedure of the prior Agreement may be considered under the grievance procedure set forth in this Agreement and settled in accordance with the applicable provisions of the prior Agreement in effect at the time

Section XIV—Severance Allowance

the grievance was presented.

SECTION XIV—SEVERANCE ALLOWANCE

Section V of the November 25, 1944 Directive Order of the National War Labor Board provides as follows:

The Union demanded from the companies a provision for dismissal or severance pay for employees displaced as a result of a permanent closing down of plants or portions thereof.

(a) The principal points developed in the presentation of the case to the Board are: (1) that in the steel industry, plants and facilities have been built during the war which are more efficient than many of the older plants and facilities; (2) that when the demands of war production fall off, the companies may permanently close down less efficient plants or portions thereof. The problem presented to the Board concerns the permanent displacement of groups of employees which may result from the closing down of plants and facilities after the war and the concentration of production in the plants and facilities which have been built or technologically improved during the war, for the purpose of reducing the overall cost of such production. The Board believes that it would be fair

Section XIV—Severance Allowance (Continued)

and equitable for the companies to devote a portion of any such benefit to a severance payment to displaced workers, and that, as contended by the Union, such a payment would be consonant with the carry-back provisions of the tax laws. Particular regard should be given to the regular working forces rather than employees who have entered the industry for temporary war service only. Ordinary technological displacements incident to peace-time improvements in machinery and processes were not covered in the presentation of this case sufficiently to enable the Board to pass on this subject, and the Board's order does not cover such displacements.

(b) The principle of severance payment for these purposes, and under the circumstances of this case, being hereby approved, it remains for the parties to develop by collective bargaining appropriate provisions for severance payment. The Board approves the principle that severance pay should be limited to employees with a certain seniority and that the older employees in point of service should be entitled to a larger severance pay. Among the provisions which should be worked out through collective bargaining are those relating to

Section XV—Termination Date

the eligibility of employees, the amount of severance pay benefits, the circumstances under which the benefits should be paid, the transfer of employees to other suitable employment, the relation to existing pension and retirement plants, etc.

(c) The Board directs the company and the Union to negotiate the terms of a severance pay agreement appropriate to each plant or company. The Board will approve under the wage stabilization program reasonable provisions for severance payments which may be mutually agreed to. If no agreement is reached within 60 days from the date of this directive order or such extended period mutually agreed upon, the issues still in dispute shall be reported by the companies and the Union to the Board together with the nature and results of their negotiations.

SECTION XV.—TERMINATION DATE

The terms and conditions of this Agreement shall continue in effect until October 15, 1946; provided, however, that if there shall be any change in the National Wage Stabilization Policy during the life of this Agreement which permits of adjustments in the wage rate structure in effect under this Agreement,

Section XV—Termination Date (Continued)

either party may, by giving written notice to the other party, reopen the matter of wages. If the matter of wages is thus reopened either party shall have the right to request the Board to resume its consideration of the demand for a general wage increase and of the procedure that might then be appropriate, as provided in Section I of the Directive Order of the National War Labor Board dated November 25, 1944, in case No. 111-6230-D. (14-1 et al)

Thirty days prior to the expiration of this agreement the parties shall meet in conference at the Office of the Company in Latrobe, Pennsylvania, unless otherwise mutually agreed for the purpose of negotiating the terms and conditions of a new agreement.

Any notice to be given under this Agreement shall be given by registered mail to be completed by and at the time of mailing, and if by the Company be addressed to the United Steelworkers of America, Commonwealth Building, Pittsburgh, Pennsylvania, and if by the Union to the Company at Latrobe, Pa. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

LATROBE ELECTRIC STEEL CO.

By M. W. SAXMAN, JR.
President

UNITED STEEL WORKERS
OF AMERICA

PHILIP MURRAY
President

DAVID J. McDONALD
Secretary-Treasurer

CLINTON S. GOLDEN
Assistant to President

VAN A. BITTNER
Assistant to President

WM. J. HART
District Director

JAMES B. FEENEY
Field Representative Dist. 19

JOHN T. CASLIN
President Local Union 1537

STANLEY E. PYNOS

APPENDIX

Extracts from, November 25, 1944,
Directive Order of the National
War Labor Board in the Basic
Steel Case.

X.—RATE ESTABLISHMENT
AND ADJUSTMENT

3. Wage Rate Inequities

(a) The Union requests Boards approval of a principle stated as "equal pay for similar work throughout the industry," to be used as a guide in collective bargaining for the elimination of wage-rate inequities. This request of the Union is denied, because the phrase has been so variously interpreted by the parties that it would not be a useful guide, and because if interpreted to mean industry-wide equalization of all wage-rates, the principle would be contrary to the terms of Executive Order 9328 and the May 12 Supplement of the Director of Economic Stabilization.

(b) The problem of adjusting inequitable intra-plant wage-rate relationships in this industry is one of long standing. Previous contracts with many of the companies provided machinery to adjust such wage-rate inequities. In some contracts, a joint management-union commission was agreed upon to develop a procedure for that purpose.

Those commissions failed to find the answer to the problem, largely because of lack of agreement upon the extent to which the adjustment of intra-plant inequities should affect pay rolls.

The National War Labor Board now has the task of specifying guide posts to facilitate collective bargaining directed to the solution of that long-standing problem.

(c) The Company and the Union shall negotiate the elimination of existing intra-plant wage rate inequities, and reduction in the number of job classifications, in accordance with the following steps:

- (1) Describe simply and concisely the content of each job.
- (2) Place the jobs in their proper relationship.
- (3) Reduce the job classifications to the smallest practical number by grouping those jobs having substantially equivalent content.
- (4) Establish wage rates for the job classifications in accordance with the provisions of paragraph (d) below.

(d) The following guide-posts are established for collective bargaining:

- (1) The extent of wage adjustments required to eliminate intra-plant

wage-rate inequities will vary between the companies. From the record, it appears that little or no increase to eliminate intra-plant wage-rate inequities will be needed in some plants where wage-rates are now in a sound relationship. The largest increases in payroll costs may be expected where little or nothing has been done in the past to correct wage-rate inequities.

- (2) The maximum increase for any one company shall not exceed an amount equivalent to an average of 5c per hour for all its employees covered by this Directive Order.
- (3) The wage-rate adjustments which may be made are to be solely for the purpose of eliminating intra-plant wage-rate inequities. They cannot be general across-the-board wage increases and any such general increases will be disapproved.
- (4) As an aid to determining the correct rate relationship between the jobs in the particular plant, the company, and the union may take into account the wage-rate relationships existing in compar-

able plants in the industry. The contention that wage-rate relationships in other plants in the industry have no significance for this purpose is rejected.

- (5) The reduction of an out-of-line wage rate shall not be effective to reduce the wages of present incumbents.

(e) It shall be the duty of the Commission, referred to in paragraph (f) below, to see that these limitations, and the principles contained in paragraph (d) above, are observed.

(f) Any agreement reached between the Company and the Union regarding the elimination of inequities shall be transmitted to a Commission, to be established as hereinafter mentioned, for its approval before becoming effective. If agreement is not reached, the matters in dispute shall be referred to the Commission for determination. Action of the Commission shall be subject to such review as the Board shall hereafter prescribe.

(g) The Commission referred to in paragraph (f) above, will be established after the Board has received suggestions from the parties as to how the Commission shall be constituted, and its powers,

functions, duties and procedures, including the relationship between the functions of the Commission and arbitrators under contracts. These suggestions shall be transmitted to the Board within twenty days after receipt of this Directive Order.

(h) Except as otherwise provided by this Directive Order or by subsequent order of the Board, or by mutual consent, the wage rate structures now in effect in the respective plants of the companies shall remain in effect for the duration of the new agreement.

XI.—Establishment of Rates For Mechanical and Maintenance Occupations

The provisions of Section X3 above, shall include mechanical and maintenance employees, and the number of classifications for each of the mechanical and maintenance occupations shall be reduced to three whenever practical. The question when the total time worked at a higher-rated job or jobs justifies a transfer to a higher rated job classification, is a matter to be negotiated between the Company and the Union.