

# AGREEMENT

BETWEEN

LATROBE ELECTRIC  
STEEL COMPANY

AND THE

UNITED STEELWORKERS  
OF AMERICA  
CIO

JUNE 15, 1947  
LATROBE, PENNSYLVANIA

*George Smetak*

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## AGREEMENT

This agreement dated June 15, 1947 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 adjustment of alleged grievances to the end that there shall be no interruption or impeding of the work, work stoppages, strikes, lockouts, or other interferences with production during the life of this Agreement.

### Section II—Recognition

A. The Company recognizes the Union as the exclusive collective bargaining agency for all hourly production and hourly maintenance employees of the Company employed in and about the Company's plant.

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 nature of the discipline imposed by the Company shall be adjusted in accordance with the provisions of Section VIII, 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 the date of this Agreement 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 the provision is incorporated.

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 there, such dispute may be submitted for determination by an arbitrator in accordance with Section VIII, Adjustment of Grievances. The decision of the arbitrator shall be final and binding upon the parties.

The Company, for said employee, shall

deduct from the second pay of each month the Union dues (not to exceed \$2.00) for the preceding month and promptly remit the same to the International Secretary-Treasurer of the Union. The initiation fee of the Union (not to exceed \$3.00) and assessments (not to exceed \$2.00 per year), as designated to the Company by the International Secretary-Treasurer of the Union, shall be deducted by the Company and remitted to the International Secretary-Treasurer of the Union in the same manner as dues collections.

The Company will continue to deduct dues and initiation fees at the rate in force on the date of this Agreement, until officially notified of a change as provided below.

The sole authorized representative of the Union for the purpose of certifying the amount of any change in monthly dues or initiation fees to be deducted by the Company shall be the International Secretary-Treasurer.

The Union shall certify in writing to the Company, no later than July 1, 1947, the names of the employees who were members of the Union as of the date of this Agreement and who have withdrawn from the Union during the 15-day period.

Thereafter on or before the last day of each month the Union shall submit to the Company a notarized list showing the name, 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 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.

The pay referred to for deduction of dues, initiation fees or assessments 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 employee 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. Effective April 1, 1947 each employee shall receive, in addition to his earnings received from hourly, tonnage, incentive, and piecework rates existing prior to April 1, 1947, an amount of 12½ cents for each hour worked.

B. Effective April 1, 1947 each employee, who is paid base rate plus piecework, tonnage, premium, bonus, etc., shall receive for each pay period the greater of the following

amounts as determined at each pay period.

1. Former base rate plus 12½ cents, multiplied by the number of hours worked plus any earned incentive; or
2. The new base rate multiplied by the number of hours worked.

C. 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.

D. 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.

E. 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 \$1.095 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 not be 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 these operations concerning which it is not practicable to calculate such incentive 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.

#### F. Shift Differentials

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

#### G. Rate Establishment and Adjustment

It is recognized that changing conditions and circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates or modification of wage rate plans because of the creation of new jobs, development of new manufacturing processes, changes in equipment, changes in the content of jobs, or improvements brought about by the Company in the interest of improved methods and product. Under such circumstances the following procedure shall apply:

#### 1. New Wage Rates for New Jobs.

When a bona fide new job or position is to be established:

a. Management will develop an appropriate hourly, tonnage, incentive or piece-work rate.

b. The proposed rate will be explained to the grievance committee with the objective of obtaining its agreement to the installation of the proposed rate, or, to the installation of the proposed rate for an agreed upon period which will serve as a trial period. Management may thereupon install such rate. If the rate is installed without agreement, it shall subsequently be subject to adjustment as provided below.

c. When a wage rate for a new job is installed, the employee or employees affected may, at any time within ninety (90) days, (except where the parties otherwise mutually agree) file a grievance alleging that such new rate does not bear a fair relationship to other jobs in the same plant. Such grievance shall be adjusted under the grievance and arbitration machinery of this Agreement. If the grievance be submitted to the arbitration machinery, the decision shall be effective as of the date when the employee was assigned to the new job.

#### 2. New Wage Rates for Changed Jobs.

When changes are made in equipment, method of processing, material processed, or quality or production standards which would result in a substantial change in job

duties or requirements; or where over a period of time an accumulation of minor changes of this type have occurred which, in total, have resulted in a substantial change in job duties or requirements, adjustments of hourly, incentive, piece-work and tonnage rates, may be required. In such cases new wage rates shall be installed in the following manner:

a. Management will follow the procedure outlined in 1-a above. In addition, the rate proposal so developed will be fully explained to the Union representatives with the objective of obtaining their agreement to the proposal on the basis of equity. Negotiations may be instituted by the grievance committeeman representing affected employees or by Management. If subsequent rate studies are necessary, Management will acquaint the grievance committeeman or committee regarding such study and seek their cooperation. When the study has been completed and the proposed new wage rates computed, Management representatives will again confer with the committeeman or committee and fully explain the study. The procedure involved in explanation and negotiations will be that procedure outlined in Section VIII of this Agreement under which the first contacts will be with the foreman, with negotiations continuing through the successive steps of such procedure.

b. If Management and the Union representatives are unable to agree upon the

new rate for the changed job, Management shall have the alternative of (1) establishing the new rate; (2) setting a temporary rate for a reasonable trial period. If Management elects to set the new rate for the changed job, the employee may file a grievance at any time within ninety (90) days (except where the parties otherwise mutually agree) from the installation of the new rate, and any change in the rate so determined shall be retroactive to the date of the assignment of the employee to the changed job. If Management adopts the alternative of a trial period, the employee, during such trial period, shall be guaranteed his straight-time average hourly earnings for the three months immediately preceding the change in the job content. After the expiration of the trial period, the employee or employees affected may, at any time within thirty (30) days, file a grievance and any change in the rate so determined shall be retroactive to a date no earlier than the date of the assignment of the employee to the changed job but no later than the date immediately following the expiration of the trial period. Such grievance shall be adjusted under the grievance and arbitration machinery of this Agreement. If any grievance under this Paragraph b is submitted to the arbitration machinery, the decision shall be governed by the principle that the new rate shall be in line with other rates in the plant.

The details of applying this provision to



cases in which an employee has worked at more than one job during the three months and to other exceptional situations shall be left to negotiations between the grievance committee and Management. The grievance committee and Management may agree to the computation of guaranteed earnings on a group or departmental rather than an individual basis.

#### 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 weekday shall be 8 hours of work in a 24-hour period. The hours of work shall be consecutive except when an unpaid lunch period is provided in accordance with prevailing practices.

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. For payroll purposes a normal work week begins 8:00 A.M. Mon-

day 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, the Executive Board of the Union, 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. Schedules

1. All employees shall be scheduled on the basis of the normal work pattern except where: (a) such schedules regularly would require the payment of overtime; (b) deviations from the normal work pattern are necessary because of breakdowns or other matters beyond the control of Management; or (c) schedules deviating from the normal work pattern are established by agreement between plant management and the grievance committee and the Executive Board of the Union.

2. Schedules showing employees' work-days shall be posted or otherwise made known to employees in accordance with prevailing practices but not later than Thursday of the week preceding the calendar week in which the schedule becomes effective unless otherwise provided by local agreement.

3. Schedules may be changed by Management at any time except where by local agreement schedules are not to be changed in the absence of mutual agreement; provided, however, that any changes made after Thursday of the week preceding the calendar week in which the changes are to be effective shall be explained at the earliest practicable time to the grievance or assistant grievance committeeman of the employee affected; and provided further that, with respect to any such schedules, no changes shall be made after Thursday except for breakdowns or other matters beyond the control of Management.

4. Should changes be made in schedules contrary to the provisions of Paragraph 3 above so that an employee is laid off on any day within the 5 scheduled days and is required to work on what would otherwise have been the sixth or seventh workday in the schedule on which he was scheduled to commence work, the employee shall be paid for such sixth or seventh day worked at overtime rates in accordance with Section V, Overtime.

#### F. Reporting Allowance

1. An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to a minimum of four hours of work on the job for which he was scheduled or notified to report or, in the

event such work is not available, shall be assigned or reassigned to another job paying at least an equal hourly rate, provided he is qualified to do the work. In the event, when he reports for work, no work is available, he shall be released from duty and credited with a reporting allowance of 4 times the hourly wage rate of the job for which he was scheduled or notified to report. When an employee who starts to work is released from duty before he works a minimum of 4 hours, he shall be paid for the hours worked at the rate for the work performed and credited with a reporting allowance equal to the hourly wage rate of the job for which he was scheduled or notified to report multiplied by the unutilized portion of the 4-hour minimum.

2. The provision of the above section 1 shall not apply in the event that:

a. Strikes, work stoppages in connection with labor disputes, failure of utilities beyond the control of Management or acts of God interfere 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; or

c. an employee refuses to accept an assignment or reassignment within the first 4 hours as provided in Paragraph 1 above.

d. Management gives reasonable notice of a change in scheduled reporting time or that an employee need not report. Local management and grievance committee shall promptly determine what constitutes reasonable notice.

#### G. Absenteeism

Whenever an employee has just cause for reporting late or absenting himself from work, he shall, whenever practicable, give notice as far in advance as possible to his Supervisor or other person designated to receive such notice.

Should an employee not have just cause for failing to give notice, he shall be subject to discipline regardless of whether or not the employee is otherwise subject to discipline for reporting late for or absenting himself from work without just cause.

### Section V—Overtime

#### A. Purpose

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

#### B. Definition of Terms

1. The payroll week shall consist of any 7 consecutive days used by the Company for computing the pay of employees (which may or may not coincide with a week beginning at 12:01 A. M. Sunday or at the turn-changing hour nearest to that time.)

2. The workday for the purposes of this Section is the 24-hour period beginning with the time the employee begins work.

3. Overtime rates shall be time and one-half the applicable hourly rate for the job on which the overtime hours are worked; except for employees on an incentive, tonnage or piecework basis, the applicable hourly rate shall be the average straight-time hourly earnings as computed in accordance with existing practices.

#### C. Conditions under which Overtime Rates shall be paid:

1. Overtime rates shall be paid for:
  - a. hours worked in excess of 8 hours in a workday;
  - b. hours worked in excess of 40 hours in a payroll week;
  - c. hours worked on the sixth or seventh workday in a payroll week during which work was performed on 5 other workdays;
  - d. hours worked on the sixth or seventh workday of a seven (7) consecutive day period during which the first five (5) days were worked, whether or not all of such days fall within the same payroll week, except when worked pursuant to schedules mutually agreed to as provided for in Sub-section D of Section IV—Hours of Work; 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; and provided further that on shift changes the 7-consecutive-day period of 168 consecutive hours may become 152 consecutive hours depending upon the change in the shift;

e. hours worked on January 1, Memorial Day (by local agreement another day may be chosen provided such agreement is reached prior to April 1 of each year), July 4, Labor Day, Thanksgiving Day, Christmas Day.

2. Payment of overtime rates shall not be duplicated for the same hours worked. 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, and reporting allowances under Subsection F of Section IV—Reporting Allowance shall not be used for determining hours of work or earnings for the calculation of or payment for overtime; provided, however, that a holiday in Subsection C-1-e above, whether worked or not and whether scheduled as a day of work or not, shall be counted as a day worked in determining overtime under the provisions of Sub-section C-1-c above.

## Section VI—Vacations

### A. Eligibility

1. To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must

a. have performed work during such calendar year,

b. have one year or more of continuous service, and

c. have received earnings in at least 60% of the pay periods in the preceding calendar year; except that in the case of an employee who completes one year of continuous service in such calendar year, he shall have received earnings in at least 60% of the pay periods during the twelve months following the date of his original employment.

### B. Length of Vacation

1. An eligible employee shall receive a vacation of

a. one week, provided such employee has attained one year and less than five years of continuous service in any calendar year during the term of this Agreement;

b. two weeks, provided such employee has attained five or more years of continuous service in any such calendar year;

c. three weeks, provided such employee has attained 25 or more years of continuous service in any such calendar year.

2. A one week's vacation shall consist of seven consecutive days, a two weeks' vacation of fourteen consecutive days and a three weeks' vacation of 21 consecutive days provided, however, that in the event the orderly operations of the plant require, the two weeks' vacation may be scheduled in two periods of seven consecutive days each and the three weeks' vacation may be scheduled in two periods of seven and fourteen consecutive days.

### C. Vacation Pay

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 worked by the employee preceding the first week of the actual vacation period. Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the last two closed and calculated pay periods worked by the employee preceding the first week of the actual vacation period, but not less than (a) forty (40) hours per week, or (b) the scheduled workweek of the plant, whichever is larger, nor more than (c) forty-eight (48) hours per week, or (d) the scheduled workweek of the plant, whichever is larger. For the purposes of this Section, "pay period" shall mean a two (2)-week period or a semi-monthly period.

D. 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 contin-

uous service as set forth under Section VII hereof.

E. 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 Company in order to insure the orderly operation of the plant.

F. 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.

G. An employee, even though eligible under this Subsection A, forfeits the right to receive vacation benefits under this Section if

1. he quits without giving two weeks' written notice, or
2. he is discharged prior to receiving vacation pay or vacation allowance.

## Section VII—Seniority

### A. Seniority Status of Employees

The parties recognize that promotional opportunity and job security in event of promotions, decrease of forces and rehiring after layoffs 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 Management for the efficient operation of the works, it is understood and agreed that in all cases of:

1. promotion, (except promotions to positions excluded under the definition of "employees" in Section II, Recognition) the following factors as listed below shall be considered:

- a. continuous service and ability to perform the work
- b. physical fitness

2. decrease in forces or rehiring after layoffs, the following factors as listed below shall be considered:

- a. continuous service and ability to perform the work
- b. physical fitness

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:

1. Voluntarily quitting the service;
2. 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.

3. 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 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 (30) days of actual work shall receive continuous service credit from date of original hiring.

#### B. Posting of Job Openings

When a vacancy develops, or is expected to develop (other than a temporary vacancy) in the promotional line in any seniority unit, Management shall, to the greatest degree practicable, post notice of such vacancy or expected vacancy, or job assignments for such period of time and in such manner as may be appropriate at the plant.

Employees in the seniority unit who wish to apply for the vacancy or expected vacancy may do so in writing in accordance with rules developed by Management at the plant.

Management shall, if in its judgment there are applicants qualified for the vacancy or expected vacancy, fill same from among such applicants in accordance with the provisions of Subsection A of this Section.

#### C. Seniority Status of Grievance Committeemen and Local Union Officers.

When Management decides that the work force in any seniority unit in the plant is to be reduced, the member of the plant grievance committee, if any, in that unit shall, if the reduction in force continues to the point at which he would otherwise be laid off, be retained at work and for such hours per week as may be scheduled in the department in which he is employed, provided he can perform the work of the job to which he must be demoted. The intent of this provision is to retain in active employment the plant grievance committeemen for the purpose of continuity in the administration of the labor contract in the interest of employees so long as a work force is at work, provided that no grievance committeeman shall be retained in employment unless work which he can perform is available to him in the plant area which he represents on the grievance committee.

This provision shall apply also to employees who hold any of the following offices in the local union or unions in which the employees of the plant are members:

President; Vice President; Recording Secretary; Financial Secretary and Treasurer.

D. Leaves of Absence for Employees who accept Positions with the International or Local Unions.

Leaves of Absence for the purpose of accepting positions with the International or Local Unions shall be available to a reasonable number of employees. Adequate notice of intent to apply for leave shall be afforded local plant management to enable proper provision to be made to fill the job to be vacated.

Leaves of absence shall be for a period not in excess of one year and may be renewed for a further period of one year.

Continuous service shall not be broken by the leave of absence but will continue to accrue.

#### E. Seniority Study

Within sixty days following the date of this Agreement, the Company and the Union shall each designate three members to a joint committee. The committee shall study seniority practices in effect in the Company and recommend practices best calculated to assure to the Company qualified employees in each job in the interest of safe and efficient operations and to the employees the greatest degree of opportunity for advancement increasing with length of service as are consistent with the objectives of the parties which are safe and efficient operations, protection of the employees and cooperative employer-employee relationships.

## Section VIII—Adjustment of Grievances

The procedural steps for the settlement of grievance hereinafter set forth represent a general standard which may be modified at the plant by agreement between the Management and 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 discharge 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 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 without pay, as may be required.

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 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 griev-



ance 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 representative or grievance committeeman 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 grievance 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 foreman or departmental superintend-

ents. 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 time off shall occur between the date of filing of the Grievance in Step 1 hereof and its discussion at the meeting herein 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 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 exceptions 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 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 employee grievances shall be permitted to progress into Step 4 without review by the District Union Representative.

Step 4. Whenever either party concludes that further conferences 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 agreement 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 (discharge cases excepted) may demand.

The arbitrator shall only have jurisdiction and authority to interpret, apply or determine compliance with the provisions relating to 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.

**Company Grievances**—The Grievance procedure may be utilized by the Company in processing Company grievances. In processing such grievances, the Company shall observe the specified time limits in appealing and the Union shall observe the specified time limits in answering.

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 the 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 VIII of this Agreement, provided, however, 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 IX—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 X—Discharge Cases

In the exercise of its rights as set forth in Section IX, 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 believes 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 VIII "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. 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 XI—Military Service

### A. Re-employment

Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee, other than 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 in the case of disabled veterans within ninety (90) days after the completion of hospitalization continuing after discharge, apply to the Company in writing for reemployment at such plant, for the purposes of Section VII—Seniority, his record of continuous service at that 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 said Section VII) he shall be entitled to reemployment at such plant, if and when work which he is qualified to perform is available in such plant to a position, wage rate and status which he would have reached in normal job and wage progression had he not left the Company for such services, he shall be given preference over any other employee with less seniority as so determined by said Section VII. Should the employee be unable to perform the job to which he is thereby en-

titled he shall be granted a reasonable program of training so that he may have the opportunity to perform the work required. 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 returns to work. The above provisions shall not apply where employees enlist or reenlist during period other than during a national emergency.

#### 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 VI, Vacations, during the calendar year in which he shall enter the military, naval or merchant marine service of the United States 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, 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 VI.

#### C. Advisory Committee

A committee consisting of representatives of the Company and the Union shall be established in the plant for the purpose of

advising on problems relating to reemployment and readjustment of returning service personnel.

### Section XII—Holidays

The following days shall be considered holidays:

July 4th	New Year's Day
Labor Day	Thanksgiving Day
Christmas	Decoration Day

Time and one-half time will be paid all employees working on holidays.

For the purpose of determining whether an employee has worked six days in his regularly scheduled workweek, 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 XIII—Safety and Health

#### A. Objective and Obligations of the Parties

The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment.

#### B. Protective Devices, Wearing Apparel and Equipment

Protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with practices now prevailing in each separate plant

or as such practices may be improved from time to time by the Company. Goggles; gas masks; face shields; respirators; special purpose gloves; fire proof, water proof or acid proof protective clothing when necessary and required shall be provided by the Company without cost, except that the Company may assess a fair charge to cover loss or willful destruction thereof by the employee. Where any such equipment or clothing is now provided, the present practice concerning charge for loss or willful destruction by the employee shall continue. Proper heating and ventilating systems shall be installed where needed.

### C. Joint Safety Committees

A safety committee consisting of three employees designated by the Union and three Management members designated by the Company shall be established in each plant. The safety committee shall hold monthly meetings at times determined by the committee, preferably outside of regular working hours. Time consumed on committee work by committee members designated by the Union shall not be considered hours worked to be compensated by the Company. The function of the safety committee shall be to advise with plant management concerning safety and health matters but not to handle grievances. In the discharge of its function, the safety committee shall: consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules and recommend adoption of new practices and

rules. Advices of the safety committee, together with supporting suggestions, recommendations and reasons, shall be submitted to the plant General Superintendent for his consideration and for such action as he may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and the mutual objective set forth in Subsection A.

## Section XIV—Severance Allowance

### A. Conditions of Allowance

When, in the sole judgment of the Company, it decides to close permanently a plant or discontinue permanently a department of a plant or substantial portion thereof and terminate the employment of individuals, an employee whose employment is terminated either directly or indirectly as a result thereof because he was not entitled to other employment with the Company under the provisions of Section VII Seniority of this Agreement and Paragraph B-2 below, shall be entitled to a severance allowance in accordance with and subject to the following provisions.

### B. Eligibility

Such an employee to be eligible for a severance allowance shall have accumulated 3 or more years of continuous Company service as computed in accordance with Section VII—Seniority of this Agreement.

1. In lieu of severance allowance, the Company may offer an eligible employee a job, in the same job class for which he is qualified, in the same gen-

eral locality. The employee shall have the option of either accepting such new employment or requesting his severance allowance. If an employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of the transfer, except that for the purposes of severance pay under this Section and for purposes of Section VI-Vacations, his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

2. As an exception to Paragraph 1 above, an employee otherwise eligible for severance pay who is entitled under Section VII-Seniority to a job in the same job class in another part of the same plant shall not be entitled to severance pay whether he accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance pay provided he otherwise qualifies under the terms of this Section.

#### C. Scale of Allowance

An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous Company service:

Continuous Company Service	Weeks of Severance Allowance
3 years but less than 5 years.....	4
5 years but less than 7 years.....	6
7 years but less than 10 years.....	7

10 years or more ..... 8

#### D. Calculation of Allowance

A week's severance allowance shall be determined in accordance with the provisions for calculation of vacation allowance as set forth in Subsection C of Section VI—Vacations.

#### E. Payment of Allowance

Payment shall be made in a lump sum at the time of termination.

#### F. Non-duplication of Allowance

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the states, districts or territories thereof subject to its jurisdiction, the total amount of such payments shall be deducted from the severance allowance to which the individual may be entitled under this Section, or any payment made by the Company under this Section may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this paragraph.

#### Section XV—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 the grievance was presented.

### Section XVI—Termination Date

The terms and conditions of this Agreement shall continue in effect until Midnight May 31, 1949, provided, however, that either party may, on May 1, 1948, give written notice to the other party of its desire to negotiate a general and uniform change in rates of pay. Within 5 days after the giving of such notice, the parties shall meet for the purpose of negotiating such issue. Failing agreement on such issues on or before May 31, 1948, this Agreement shall remain in effect until Midnight May 31, 1949.

Forty-five days prior to June 1, 1949, 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 COMPANY**

*M. W. Saxman, Jr.*

President

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**UNITED STEELWORKERS OF AMERICA**

*Phillip Murray*

President

*David J. McDonald*

Secretary-Treasurer

*Van A. Bittner*

Vice-President

*James G. Thimmes*

Vice-President

*Wm. J. Hart*

District Director

*Raymond Hearn*

Staff Representative

*George R. Sabota*

President—Local Union No. 1537

*Joseph A. Gray*

Vice-President

*George Smetak*

Financial Secretary

*Hubert J. Merlin*

Chairman, Grievance Committee