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1968

BASIC AGREEMENT

BETWEEN

LATROBE STEEL COMPANY

AND THE

UNITED STEELWORKERS
OF AMERICA

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AGREEMENT

This Agreement dated November 4, 1968 is between Latrobe Steel Company, Latrobe, Pa., or its successors (hereinafter referred to as the Company) and the United Steelworkers of America, or its successors (hereinafter referred to as the Union). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective August 1, 1968.

The Union having been designated the exclusive collective bargaining representative of the employees of the Company as defined in Section II — Recognition, the Company recognizes the Union as such exclusive representative. Accordingly, the Union makes this Agreement in its capacity as the exclusive collective-bargaining representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

SECTION I — INTENT AND PURPOSE

A. 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 the conditions of employment to be observed between the parties hereto; and, to provide the sole 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. 1

B. The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees. The officers of the Company and the Union realize that this goal depends on more than words in a labor agreement, that it depends primarily on attitudes between people in their respective organizations and all levels of responsibility. They believe that proper attitudes must be based 2

on full understanding of and regard for the respective rights and responsibilities of both the Company and the Union. They believe also that proper attitudes are of major importance in the plant where day-to-day operations and administration of this Agreement demand fairness and understanding. They believe that these attitudes can be encouraged best when it is made clear that Company and Union officials whose duties involved negotiation of this Agreement, are not antiunion or anticompany but are sincerely concerned with the best interests and well being of the business and all employees.

C. The representatives of the Company and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in the administration of the terms of the labor agreement, including changes or innovations affecting the relations between the local parties.

D. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, sex or national origin.

SECTION II — RECOGNITION

A. 1. 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 in the Latrobe, Pennsylvania area.

2. 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 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 VII, 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. Union Security

1. Each employee hired on or after the date of this Agreement, shall, as a condition of employment, beginning on the 30th day following the beginning of such employment or the effective date of this Agreement, whichever is the later, acquire and maintain membership in the Union.

2. For the purpose of this Section, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of the fact.

C. Checkoff

1. The Company will check off monthly dues, assessments and initiation fees each as designated by the International Secretary-Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards in forms agreed to by the Company and the Union.

2. At the time of his employment the Company will suggest that each new employee voluntarily execute an authorization for the checkoff of Union dues in the form agreed upon. A copy of such authorization card for the checkoff of Union dues shall be forwarded to the Financial Secretary of the local Union along with the membership application of such employee.

3. Upon receipt by the Management of a voluntary written assignment (in a form agreed to in writing by the Company and the Union) by an employee, the Company will deduct from the second pay of such employee each month and thereafter during the existence of such assignment, his periodic Union dues for the preceding month; and, the Company shall also deduct any assessments against him which shall be general and uniform among employees who shall at the time be members of the Union, and, if owing by him, an initiation fee, all as payable to the Union in accordance with its constitution and by-laws. The Company shall promptly remit any and all amounts so deducted to the International Secretary-Treasurer of the Union, who shall notify the Company in writing

of the respective amounts of the dues, initiation fees and assessments which shall be so deducted.

4. The pay referred to for deductions of dues, initiation fees or assessments shall be the second pay closed and calculated in a month.

5. In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the second pay of the following month, provided, however, that the accumulation of dues shall be limited to two months. The International Secretary-Treasurer of the Union shall be provided with a list of those employees for whom double deduction has been made.

D. The provisions of Subsections B and C shall be effective in accordance and consistent with applicable provisions of federal law.

E. Indemnity Clause

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 for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or assignment furnished under any of such provisions.

F. Scope

When Management establishes a new or changed job in a plant so that duties involving a significant amount of production or maintenance work, or both, which is performed on a job within the bargaining unit (or, in the case of new work, would be performed on such a job) are combined with duties not normally performed on a job within the bargaining unit, the resulting job in the plant shall be considered as within the bargaining unit. This provision shall not be construed as enlarging or diminishing whatever rights exist in respect of withdrawal of non-bargaining unit duties from a job in the bargaining unit, provided that where non-bargaining unit duties are placed in a job in the bargaining unit under this provision, such duties may be withdrawn at any time. Management shall, on request, furnish to the Union reasonable information to permit determination or questions of compliance with this provision.

G. Supervisors Working

Any supervisor at a plant shall not perform work on a job normally performed by an employee in the bargaining unit at such plant; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work:

1. experimental work;

2. demonstration work performed for the purpose of instructing and training employees;

3. work required of the supervisors by emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment; and

4. work which, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee and which is negligible in amount.

Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in bargaining unit, shall not be affected by this provision.

H. Contracting Out

The parties have existing rights and obligations with respect to various types of contracting out. In addition, the following supplements protections for bargaining unit employees or affirms existing management rights, whichever the case may be, as to those types of contracting out specified below:

1. a. Production, service, and day-to-day maintenance and repair work within the plant as to which the practice has been to have such work performed by employees in the bargaining unit shall not be contracted out for performance within the plant, unless otherwise mutually agreed pursuant to paragraph 4.

b. If production, service, and day-to-day maintenance and repair work has in the past been performed within the plant under some circumstances by employees within a bargaining unit and under some circumstances by employees of contractors, or both, such contracting out shall be permissible under circumstances similar to those under which contracting out has been a practice, unless otherwise mutually agreed pursuant to Paragraph 4.

c. Production, service, and day-to-day maintenance and repair work within the plant as to which the practice has been to have such work performed by employees of contractors may continue to be contracted out, unless otherwise mutually agreed pursuant to paragraph 4. However, in the event reduced operations are anticipated in the seniority unit to which the work would most appropriately be assigned, Management shall, prior to contracting out the work, give consideration to the assignment of such work to the employees within said unit providing such work will not involve overtime for such employees or alter schedules for the completion of other jobs.

2. Maintenance and repair work performed within the plant, other than that described in paragraph 1, and installation, replacement and reconstruction of equipment and productive facilities, other than that described in paragraph 3, may not be contracted out for performance within the plant unless contracting out under the circumstances existing as of the time the decision to contract out was made can be demonstrated by the Company to have been the more reasonable course than doing the work with bargaining unit employees, taking into consideration the significant factors which are relevant. Whether the decision was made at the particular time to avoid the obligations of this paragraph may be a relevant factor for consideration.

3. New construction, including major installation, major replacement and major reconstruction of equipment and productive facilities at the plant may be contracted out, subject to any rights and obligations of the parties which, as of the beginning of the period specified above, are applicable at the plant.

4. a. A regularly constituted committee consisting of not more than four persons half of whom shall be members of the bargaining unit and designated by the District Director of District 19 of the Union in writing to the Company and the other half designated in writing to the Union by the Company, shall attempt to resolve problems in connection with the operation, application and administration of the foregoing provisions.

b. In addition to the requirements of paragraph 5 below, such committee may discuss any other current problems with respect to contracting out brought to the attention of the committee.

5. The Union committee will be given notice by the Company, when the Company believes it should have significant items of work performed in the plant by outside contractors. Such notice shall contain an adequate description of the work to be performed and shall be given at such early date as will allow good faith discussion of whether such work should or should not be contracted out, unless emergency conditions prevent such early notice. Should the Union committee believe discussion to be necessary, they shall so request the Company in writing within five days (excluding Saturdays, Sundays, and holidays) after receipt of such notice and such a discussion shall be held within three days (excluding Saturdays, Sundays, and holidays) thereafter. The Union members of the Committee may include in the meeting the Union representative from the area in which the problem arises. Should the committee resolve the matter, such resolution shall be final and binding. Should a discussion be held and the matter not be resolved or in the event a discussion is not held, then within thirty days from the date of the Company's notice a grievance relating to such matter may be filed under the grievance and arbitration procedure. Should the Company fail to give notice as provided above, then not later than thirty days from the date of the commencement of the work a grievance relating to such matter may be filed under the grievance and arbitration procedure.

SECTION III — WAGES

A. Standard Hourly Wage Scale

The Standard Hourly Wage Scales of rates for the respective job classes shall be those set forth in Appendix A and A-1 of this Agreement. Jobs shall be placed in the standard hourly wage scales in accordance with the January 1, 1963, Job Description and Classification Manual as amended (hereinafter referred to as the Manual) which is hereby made a part of this Agreement, except that master classifications will be in accordance with the Benchmark jobs set forth in the 1959 Wage Inequity

Agreement.

B. Application of the Standard Hourly Wage Scale

The standared hourly wage scale rate for each job shall be as set forth in Appendix A for non-incentive jobs and in Appendix A-1 for incentive jobs. In addition:

1. A schedule of trade or craft rates, containing:

a. A standard rate equal to the standard hourly wage scale rate for the respective job class of the job;

b. An intermediate rate at a level two job classes below the standard rate; and

c. A starting rate at a level four job classes below the standard rate, is established for each of the following repair and maintenance trade or craft jobs:

Blacksmith	Painter
Boilermaker	Pipefitter
Bricklayer	Roll Turner
Carpenter	Sheet Metal Worker
Electrician	Toolmaker
Instrument Repairman	Welder
Machinist	Mobile Equipment
Mechanical Repairman	Repairman
Electronic Repairman	Electrical Repairman

2. A schedule of learner rates for the respective learning periods of 520 hours of actual learning experience with the Company on jobs for which training opportunity is not provided by the promotional sequence of related jobs is established at the level of standard hourly wage scale rates for the respective job classes determined on the basis of the required employment training and experience time specified in factor 2 of the job classification record of the respective job for which the learner period is preparatory as follows:

a. Seven to twelve months: One learner period classification at a level two job classes below the job class of the job.

b. Thirteen to eighteen months: A first learner period classification at a level four job classes below the job class of the job, and a second learner period classification at a level two job classes below the job class of the job.

c. Nineteen Months: A first learner period classification at a level six job classes below the job class of the job; a second learner period classification at a level four job classes below the job class of the job; and a third learner period classification at a level two job classes below the job class of the job.

3. The Company, at its discretion, may apply a learner rate to a learner on any job during any period of time where another employee, other than the learner is on the job, provided the learner rate applied is:

a. The standard hourly wage scale rate for job class 1 in the case of an employee hired for the learner job; or

b. the lower figure of:

(1) the standard hourly wage scale rate of the job from which transferred; or

(2) the standard hourly wage scale rate of the job being learned in the case of an employee transferred from another job in the plant.

4. Section III - B - 4 of the October 6, 1965, Basic Labor Agreement provided for an increase by two full job classes of each of the trade and craft jobs listed in Section III - B - l.c., and similarly other jobs were increased by two full job classes pursuant to the Trade and Craft Memorandum of Understanding of the aforesaid agreement. Effective August 1, 1968 the job of Mobile Equipment Repairman was also increased 2 full job classes. Section III - B - 4 provided that this addition shall be identified as a trade or craft convention and shall be recorded as a separate item in Factor 7 of the agreed-upon classification. Such increase in Factor 7 is hereby made an adjustment in the Trade and Craft Master Job Classifications. In addition, the specific jobs adjusted by the two full job class additive under Factor 7 shall be deemed to be jobs classified under the January 1, 1963 Manual as amended. The two full job class additive provided for herein or made applicable to any new or changed job shall not be included in the base rate for the purpose of incentive calculation. However, each employee now or hereafter receiving the two full job class additive shall receive, effective August 1, 1968, a trade or craft additive of 16 cents per hour added to all other earnings, which additive shall become 16.6 cents per hour

effective August 1, 1969, and 17 cents per hour effective August 1, 1970.

C. Description and Classification of New or Changed Jobs

In the interest of the effective administration 47
of the Job Description and Classification procedures as set forth in the Manual, a Plant Union Committee on Job Classification (hereinafter called the Plant Union Committee) consisting of up to three employees designated by the District Director of the Union shall be established in the plant.

1. The job description and classification for each 48
job in effect as of the date of this Agreement shall continue in effect unless (a) Management changes the job content (requirements of the job as to the training, skill, responsibility, effort and working conditions) to the extent of one full job class or more; (b) the job is terminated or not occupied during a period of one year; or (c) the description and classification are changed in accordance with mutual agreement of officially designated representatives of the Company and the Union.

2. When and if from time to time the Company 49
at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort and working condition) of an existing job to the extent of one full job class or more, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

a. Management will develop a description and 50
classification of the job in accordance with the provisions of the Manual.

b. The proposed description and classification will 51
be submitted to the Plant Union Committee for approval, and the hourly wage scale rate for the job class to which the job is thus assigned shall apply in accordance with the provisions of Subsection B of this Section. Copies of the proposed description and classification shall be sent to a designated representative of the International Union.

c. If Management and Plant Union Committee 52
are unable to agree upon the description and

classification, Management shall install the proposed classification, and the standard hourly wage scale rate for the job class to which the job is thus assigned shall apply in accordance with provisions of Subsection B of this Section. The Plant Union Committee shall be exclusively responsible for the filing of grievances and may at any time within 30 days from the date of installation, file a grievance with the Plant Management Representative designated by the Company alleging that the job is improperly described and/or classified under the provisions of the Manual. Thereupon the Plant Union Committee and Management shall prepare and mutually sign a stipulation setting forth the factors and factor codings which are in dispute. Thereafter such grievance shall be referred by the respective parties to the Third Step Representatives for further consideration. In the event the Third Step Representatives are unable to agree on the description and classification within 30 days, they shall prepare and mutually sign a stipulation, (which may amend the stipulation set forth by the Plant Union Committee and Management) setting forth the factors and factor codings which are in dispute, a copy of which shall be sent to a designated representative of Management and the aforementioned representative of the International Union.

d. Upon request of either party's Third Step 53
Representative, the matter may be referred to the aforementioned representative of the International Union or a designated representative of Management respectively who may request that the proposed description and classification be submitted to them for their review and resolution. In the event either of said representatives request such review, they shall meet for this purpose and shall, within 60 days, advise the Third Step Representative of their agreement or failure to reach agreement.

e. If said representatives fail to reach agreement 54
within the 60-day period, the Unions' Third Step Representative may, within 15 days thereafter, request that the issues in dispute be submitted to arbitration. If submitted to arbitration, the issue shall be limited to the factors stipulated at that time by the respective Third Step Repre-

sentatives as being in dispute and the decision shall be effective as of the date when the new job was established or the change or changes installed.

f. In the event the parties fail to agree as provided, and no request for review or arbitration is made within the time provided, the classification as prepared by the Company shall be deemed to be approved.

g. In the event Management does not develop a new job description and classification, the Plant Union Committee may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that a job description and classification be developed and installed in accordances with the provisions of the Manual. The resulting classification shall be effective as of the date when the new job was established or the change or changes installed.

3. The January 1, 1963 Job Description and Classification Manual as amended shall be used to describe and classify all new or changed jobs established subsequent to January 1, 1963. The effective date of the Manual for payment purposes is June 30, 1963.

4. Irrespective of any other provisions of this agreement, any grievance filed with respect to the classification of a job newly established or changed during the period between January 1, 1963, and June 30, 1963, shall be governed as to that period by the rules which were in effect prior to June 30, 1963.

D. Existing Incentive Plans

1. Effective as of the date specified in Appendix A-1, each employee on a job covered by an existing incentive plan shall receive for each hour worked in addition to earnings received under the prior Agreement (exclusive of the 18-1/2¢ cost-of-living adjustment), the applicable hourly additive specified in Appendix A-1.

2. It is understood that the fundamental principle of the work and wage relationship is that the employee is entitled to a fair day's pay, i.e., the Standard Hourly Wage Scale, in return for which the Company is entitled to a fair day's work. The fundamental principle of the performance and incentive wage relationship is that when regularly required on an incentive job to perform work over and above the requirements of a fair day's work, an employee is entitled to receive equitable extra compensation over and above a fair day's pay at the rate of 1% increase in pay for each 1% increase in work in excess of the established standard. The Appendix A-1 Standard Hourly Wage Rate plus the applicable hourly additive will be established minimum guaranteed hourly rate for all jobs on incentives. For hours worked on incentive jobs the employees shall receive the highest of the following.

a. The total earnings of the applicable incentive plan plus the applicable hourly additive as specified in Appendix A-1.

b. The total amount arrived at by multiplying the hours worked by the applicable Standard Hourly Wage Rate as specified in Appendix A-1 plus the applicable hourly additive.

c. The total amount arrived at by multiplying the hours worked by the existing guaranteed hourly rate.

E. New and Adjusted Incentives

1. The Company, at its discretion, may establish new incentives to cover:

a. new jobs on which the Company is not required to establish incentives;

b. jobs not presently covered by incentive application; or

c. jobs covered by an existing incentive plan where, during a current three-month period, the straight time average hourly earnings of employees under the plan are equal to or less than the average of the standard hourly wage rate for such employees.

2. The Appendix A-1 standard hourly wage rate shall be the established hourly base rate of pay under any new incentive that may be applied to the job during the term of this Agreement.

3. The following shall apply to the adjustments or replacements of incentives:

a. It is recognized that adjustment of an incentive may be required to preserve its integrity to reflect new or changed conditions occurring after

the effective date of this Agreement which are not sufficiently extensive to require cancellation and replacement of the incentive and which result from mechanical improvements made by the Company in the interest of improved methods or products, or from changes in equipment, manufacturing processes or methods, materials processed or quality or manufacturing standards. Such adjustments shall be made effective as of the date of the installation which shall be at the earliest practicable date and shall be established in accordance with the procedure set forth in Section III-E-5 below.

b. When such new or changed conditions as defined in Paragraph 3a above are of such magnitude that replacement of the incentive may be required, the Company shall adjust such incentive in accordance with the procedure set forth in Section III-E-5 below or shall establish a new incentive to replace the existing incentive. 71

4. New incentives established pursuant to Section III-E-1, 2 and 3b above shall be established in accordance with the following procedure: 72

a. Management will develop the proposed incentive. 73

b. The proposal will be submitted to the grievance committeeman or steward representing the employees affected for the purpose of explaining the incentive and arriving at agreement as to its installation. Management shall, at such time, furnish such explanation with regard to the development and determination of the incentive as shall reasonably be required in order to enable the Union representative to understand how such incentive was developed and determined and shall afford to such Union representative a reasonable opportunity to be heard with regard to the proposed incentive. 74

c. If agreement is not reached, the matter shall be reviewed in detail by designated representatives of the grievance committee and Management for the purpose of arriving at mutual agreement as to installation of the incentive. 75

d. Should agreement not be reached, the proposed incentive may be installed by Management and the employee or employees affected may at any time after thirty days, but within sixty days following installation, file a grievance alleging that the incentive does not provide equitable incentive compensation. Such grievance shall be processed under the grievance and arbitration procedure of this Agreement. If the grievance is submitted to the arbitration procedure, the Arbitrator shall decide the question of equitable incentive compensation and the decision of the Arbitrator shall be effective as of the date when the incentive was put into effect. 76

e. In the event Management does not adjust the incentive or develop an incentive, as provided in Section III-E-3b above, the employee or employees affected may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that an incentive be installed in accordance with the provisions of this Subsection. If the grievance is submitted to arbitration, the decision of the Arbitrator shall be effective as of the date when the grievance was filed. 77

f. When a new incentive is installed or replaced pursuant to Section III-E-1 or III-E-3b above, the incentive earnings thereunder shall not be less than those provided in Section III-D-2 above. 78

5. Adjusted incentives, established pursuant to Section III-E-3a or b above, shall be established in accordance with the following procedure: 79

a. Management will develop and install the adjustment as soon as practicable. 80

b. The adjustment will be submitted to the grievance committeeman for the purpose of notification, and Management shall furnish such explanation of the adjustment as shall reasonably be required to enable the Union representative to understand how much adjustment was developed. 81

c. When an incentive is adjusted pursuant to this Section, the incentive earnings (which does not include the applicable hourly additive) expressed as a percentage above the Appendix A-1 standard hourly wage rate on the adjusted incentive for the job covered thereunder, shall not be less than the percentage of incentive earnings (which does not include the applicable hourly additive) received as an average by regularly assigned incumbents of that job under that incentive 82

during the three months preceding such adjustment, provided that the average performance during such three-month period is maintained. As to any job which did not exist under the incentive prior to its adjustment, the average percentage calculated for jobs which did exist shall apply under the same conditions.

d. The employees affected may at any time after 30 days, but within 60 days following installation, file a grievance which shall be processed under the grievance and arbitration procedures of this Agreement. If the grievance is submitted to the arbitration procedure, the Arbitrator shall decide the issue of compliance with the requirements of Section III-E-5c above and the decision of the Arbitrator shall be effective as of the date when the adjustment was put into effect. 83

e. In the event Management does not adjust an incentive, as provided in Section III-E-3a or b above, the employee or employees affected may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that an adjustment to the incentive be installed in accordance with the provisions of this Subsection. If the grievance is submitted to arbitration, the decision of the Arbitrator shall be effective as of the date when the grievance was filed. 84

F. Adjustment of Personal Out-Of-Line Differentials

1. The reduction of an out-of-line rate where a job has been reclassified downwards, shall not be effective to reduce earnings of an employee regularly assigned to the given job as of the date of reclassification. However, the normal turnover of employees shall be utilized in the elimination of any such out-of-line wage rates. 85

2. As of the effective date of any increase made in job class increments in the standard hourly wage scale under this Agreement the personal out-of-line differentials of all incumbents of incentive and non-incentive jobs shall be adjusted or eliminated by applying that part of the increase in the standard hourly wage scale rate for the job which is attributable to the increase in the increments between job classes to reduce or eliminate such personal out-of-line differentials. 86

G. Wage Rate Inequity Grievances

No basis shall exist for an employee to allege a wage inequity and no grievance alleging a wage rate inequity shall be filed during the term of this Agreement. 87

H. Miscellaneous

1. The Company will not establish performance standards for non-incentive jobs not in accordance with the fundamental principle of the work and wage relationship set forth in Subsection D-2 hereof. In any dispute, the Company shall have the obligation to prove that any standard set is in accordance with this principle or to cover the job with an incentive. 88

2. In the event an employee is assigned temporarily at the request or direction of Management from his regular job to another job, such employee, in accordance with the provisions of this Section, shall receive the established rate of pay for the job performed. In addition, while performing work under such circumstances, such employee shall receive such special allowances as may be required to equal the earnings that otherwise would have been realized by the employee. This provision shall not affect the rights of any employee of the Company under any other provisions of this Agreement. 89

I. Shift Differentials

1. For hours worked on the afternoon shift there shall be paid a premium rate of 8¢ per hour. For hours worked on the night shift there shall be paid a premium rate of 12¢ per hour. Effective August 1, 1970, these differentials shall be 10¢ per hour for the afternoon shift and 15¢ per hour for the night shift. 90

2. Shifts shall be identified in accordance with the following: 91

a. Day Shift includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m. inclusive. 92

b. Afternoon Shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m. inclusive. 93

c. Night Shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 94

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 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. 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.

J. Sunday Premium

1. All hours worked by an employee on Sunday, which are not paid for on an overtime basis, shall be paid for on the basis of employee's rate of pay as defined in Paragraph 4 below at one and one-fourth times the employee's regular rate of pay.

2. For the purpose of this provision, Sunday shall be deemed the 24 hours beginning with the turn-changing hour nearest to 12:01 a.m., Sunday.

3. Sunday premium based on the minimum hourly wage rate shall be paid for reporting allowance hours.

4. The regular rate of pay, as the term is used in Paragraph 1, above, shall mean the hourly rate which the employee would have received for the work had it been performed during nonovertime hours; for employees on an incentive, tonnage or piecework basis, such regular rate of pay shall be the average straight-time hourly earnings as computed in accordance with existing practices.

SECTION IV — HOURS OF WORK

A. Scope

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. Normal Work Day

The normal workday 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. Normal Work Week

The normal workweek 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) hour 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. A normal workweek begins 8:00 A.M., Monday, and ends 7:59 A.M. the following Monday, with the exception that a third turn may start on Sunday night.

D. Schedules

1. Should it be necessary, in the interest of efficient operations, to establish schedules departing from normal, the Executive Board of the Union, the Committeeman of the Department involved, 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 operations in the plant. Employees shall be given preference for schedules in accordance with their seniority.

2. 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;

c. schedules deviating from the normal work pattern are established by agreement between the Executive Board of the Union and the Committeeman of the Department involved and the Plant Management; or

d. deviations are necessary to avoid adversely affecting operations in the plant.

3. Schedules showing employee's workdays 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 schedules become effective unless otherwise provided by local agreement.

4. 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 committeeman of the employee affected; and provided, further, that with respect to any such schedules, no changes shall be made after Thursday except for breakdown or other matters beyond the control of Management.

5. Should changes be made in schedules contrary to the provisions of Paragraph 4 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.

E. 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 to work, no work is available, he shall be released from duty and credited with a reporting allowance of 4 times the hourly rate of the job (including any applicable additive in Appendix A-1) 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 reporting allowance equal to the hourly wage rate of the job (including any applicable additive in Appendix A-1) for which he was scheduled or notified to report multiplied by the unutilized portion of the 4-hour minimum.

2. The provisions of the above Paragraph 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 change in scheduled reporting time or that an employee need not report.

F. Absenteeism

1. 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. Whenever practicable such notice shall include the date the employee expects to return to work. The Company agrees to give reasonable consideration to the request of employees to be absent. An employee who reports late or absents himself from work without just cause may be subject to discipline but no employee shall be disciplined for absenting himself with just cause if he gives such notice.

2. Should an employee not have just cause for failing to give notice, he shall be subject to dis-

cipline regardless of whether or not the employee is otherwise subject to discipline for reporting late for, or absenting himself from work without just cause.

G. Allowance for Jury Service

An employee who is called for jury service or 125
subpoenaed as a witness shall be excused from work for the days on which he serves (which includes required reporting for jury duty when summoned, whether or not he is used as a juror) and he shall receive, for each such day of jury service on which he otherwise would have worked, the difference between the payment he receives for such jury service and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he not been performing such jury service (plus any Holiday in such period which he would not have worked) and the pay for each such day shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to jury service. The employee will present proof that he did serve as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefor.

H. Funeral Leave

Effective August 1, 1970, when death occurs in 126
an employee's immediate family (i.e., employee's legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother or sister), an employee, upon request, will be excused for up to three (3) consecutive scheduled days which include the day of the funeral (or for such fewer days as the employee may be absent). The employee shall receive pay for any such excused scheduled shift provided it is established that he attended the funeral. Payment shall be eight times his average straight time hourly earnings (as computed for jury pay). An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

SECTION V — OVERTIME

A. Purpose

1. This Section provides the basis for the calcu- 127
lation 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.

2. It is the policy of the Company insofar as 128
practicable, to restrict production work to the regular established basic workday and workweek, and the Company agrees that in making requests for overtime work outside of the regular established basic workday or workweek, it will recognize the employee's right to decline overtime work for good cause. No employee shall be disciplined or lose holiday pay for declining overtime or holiday work if another qualified employee with less seniority in the unit on the shift is available. If all qualified employees in the unit on the shift decline the overtime or holiday work, the qualified employee with the least seniority in the unit on the shift shall be assigned the work, unless he is able to obtain a qualified replacement in the unit on the shift. Overtime shall be distributed pursuant to local departmental practices, now in effect or as changed by mutual agreement.

B. Definitions of Terms

1. The payroll week shall consist of any 7 con- 129
secutive days used by the Company for computing the pay of employees (which may or may not coincide with a week beginning at 12:00 midnight Sunday, or at the turn-changing hour nearest to that time).

2. The workday for the purposes of this Section 130
is the 24-hour period beginning with the time the employee begins work.

3. Overtime rates shall be time and one-half the 131
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: 132

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 Subsection 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; or, if he fails to do so, files a grievance claiming such overtime within thirty (30) days after such 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 under the conditions specified in Subsection IV-D-5 - Hours of Work;

f. Hours worked on a second reporting in the same workday where the employee has been recalled or required to report to the plant after working less than eight hours on his first shift, provided that his failure to work eight hours on his first reporting was not caused by any of the factors mentioned in Subsection IV-F-2 for purposes of disqualifying an employee for reporting allowance.

D. Nonduplication

Payment of overtime rates shall not be duplicated for the same hours worked, but the higher of the applicable rates shall be used. 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 allowance under Subsection E, Reporting Allowance of Section IV shall not be used for determining hours of work or

earnings for the calculation of, or payment of overtime; provided however, that a holiday in Section XII 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 Subsection V-C-1-c above and hours worked on a holiday shall be counted for the purpose of calculating overtime under the provisions of Subsection V-C-1-a 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 one year or more of continuous service; and

b. not have been absent from work for six consecutive months or more in the preceding calendar year; except that in case of an employee who completes one year of continuous service in such calendar year, he shall not have been absent from work for six consecutive months or more during the 12 months following the date of his original employment; provided, that an employee with more than one year of continuous service who in any year shall be ineligible for a vacation by reason of the provision of this paragraph as a result of an absence on account of layoff or illness shall receive one week's vacation with pay in such year if he shall not have been absent from work for six consecutive months or more in the 12 consecutive calendar months next preceding such vacation. Any period of absence of an employee while on vacation pursuant to this Section or while absent due to a compensable disability in the year in which he incurred such disability, or while in military service in the year of his reinstatement to employment shall be deducted in determining the length of a period of absence from work for the purpose of this Subsection A-1-b.

2. An employee, even though otherwise eligible under this Subsection A, forfeits the right to receive regular vacation benefits under this Section if he quits, retires, or is discharged prior to January 1 of the vacation year.

3. Continuous service shall be determined by the employee's first employment or reemployment following a break in service, whichever is later and in accordance with the provisions for determination of continuous service as set forth under Subsection B of Section VII - Seniority, of this Agreement, except that there shall be no accumulation of service in excess of the first two years of any continuous period of absence on account of layoff or physical disability (Except, in the case of compensable disability, as provided in Subsection B-2-F, Section VII - Seniority) in the calculation of service for vacation eligibility.

4. Any employee otherwise entitled to a regular vacation pursuant to this Agreement in the calendar year in which he retires under the terms of the Pension Agreement between the Company and the Union, which makes him eligible for a special retirement payment, but who has not taken such vacation prior to the date of such retirement, shall not be required to take a regular vacation in that calendar year and shall not be entitled to regular vacation pay for that calendar year or in any subsequent year.

B. Length of Vacation

1. Regular Vacation

a. An eligible employee who had attained the years of accumulated Company continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a regular vacation (except as otherwise provided) corresponding to such years of accumulated Company continuous service as shown in the following table:

Accumulated Company Continuous Service	Weeks of Regular Vacation
1 year but less than 3 years	1 week
3 years but less than 10 years	2 weeks
10 years but less than 25 years	3 weeks
25 years or more	4 weeks

b. A one week's vacation shall consist of seven consecutive days, a two week's vacation of fourteen consecutive days, a three week's vacation of 21 consecutive days and a four week's vacation of 28 consecutive days; provided, however, that in the event the orderly operations of the plant require, the two week's vacation may be scheduled in two periods of seven consecutive days each and the three week's vacation may be scheduled in two periods of seven and fourteen consecutive days, or, with the consent of the employee, in 3 periods of seven consecutive days each and the 4 week's vacation may be scheduled in two periods of 14 consecutive days each or in two periods of 7 and 21 consecutive days or, with the consent of the employee in three periods of 7, 7 and 14 consecutive days, or in four periods of 7 consecutive days.

c. The Company may, with the consent of the employee, pay an employee vacation allowance in lieu of time off for vacation for any weeks of regular vacation in excess of two weeks in any one calendar year in which he is not scheduled for an extended vacation.

2. Extended Vacations

The purpose of Extended Vacations is to provide expanded employment opportunities by granting each employee, who becomes vested, not less than seven (7) nor more than thirteen (13) consecutive weeks of time off with thirteen (13) weeks of vacation pay once in each five (5) year period beginning January 1, 1969. Vesting of extended vacations is determined in accordance with Paragraph C below. An extended vacation, in any calendar year, shall include the regular vacation in that year subject to the provisions of A-4 above.

In the event an employee is not entitled to a regular vacation at the time his extended vacation is taken or paid, the weeks of regular vacation and pay he would have received had he been entitled will be deducted from his extended vacation and pay. In such event he shall, in addition, receive a regular vacation if he becomes entitled later in the year. In the event an extended vacation overlaps two (2) calendar years, the regular vacation for the first of the two years shall be the regular vacation included unless the employee has already taken all such regular vacation, in which event the regular vacation for the second year shall be included in the extended vacation. Provided, however, if such employee has not taken all of his regular vacation for the first year, there shall be deducted from any regular vacation he may be entitled to in the second year the number of weeks of regular vacation he took in the first

year. In addition, certain partial and retirement benefits are provided for below.

An employee on an Extended Vacation, as provided herein, shall be considered in the same status as an employee on regular vacation (except as provided in Paragraph D-2). 152

3. Vacation Bonus

For each week of regular vacation in 1969, 1970 and 1971, other than any regular vacation included within an extended vacation, the employee will receive an added payment of $30. 153

C. Vesting of Extended Vacations

The Extended Vacation Plan shall become effective January 1, 1969. To be eligible for vesting of an extended vacation an employee must have an accumulated Company continuous service of more than three (3) years. Vesting of an extended vacation shall be determined as follows: 154

1. Fifty percent (50%) of all those employees, in order of accumulated Company continuous service, who are eligible at December 31, 1968, for a regular vacation in 1969 and have three years of continuous service, shall become entitled to (vested) 13 weeks of extended vacation pay on December 31, 1968. 155

2. Fifty percent (50%) of all those employees, in order of accumulated Company continuous service, who are eligible at December 31, 1969, for a regular vacation in 1970 and have three years of continuous service, exclusive of those employees who became vested for the 13 weeks of extended vacation pay in 1969, shall have vested to them 13 weeks of extended vacation pay on December 31, 1969. 156

3. All those employees who are eligible at December 31, 1970, for a regular vacation in 1971 and have three years of continuous service, exclusive of those employees who became vested for the 13 weeks of vacation pay in 1969 or 1970 shall have vested to them 13 weeks of extended vacation pay on December 31, 1970. 157

4. In addition, an employee who was not eligible at December 31, 1968 or 1969, for a regular vacation in 1969 or 1970, but, who becomes eligible for such regular vaction during 1969 or 1970 shall thereupon have vested to him 13 weeks of extended vacation pay provided his accumulated Company continuous service entitles him to such extended vacation. 158

5. An employee who has not become entitled to an extended vacation in accordance with Paragraph 1 through 4 above shall have 13 weeks of extended vacation pay vested to him when be becomes eligible for a regular vacation during 1971, 1972, or 1973, provided he has 3 or more years of continuous service. 159

6. In addition, an employee who retires on pension, except on a deferred vested pension, on or after December 31, 1968, and who has not become vested to the 13 weeks of extended vacation pay, shall become vested for such pay subject to any applicable deduction under A-4 above. 160

7. In no event shall more than one extended vacation vest to any employee during any five year period under this plan. Promptly after the determinations are made in accordance with the above paragraphs, the Company shall notify those employees who have become vested of their vesting. 161

8. Partial Benefits

a. Partial benefits are in addition to any regular vacation to which the employee may be entitled. 162

b. An employee who retires after having an extended vacation vested shall, in addition, receive a partial benefit, which will be one week of vacation pay for six months, or major fraction thereof, between his vesting date and the date he became eligible for a normal retirement or otherwise retires, whichever date is earlier. Employees who retire on deferred vested pensions are not entitled to partial benefits. 163

c. An employee whose employment is terminated by reason of quit or discharge before he becomes vested to 13 weeks of extended vacation pay shall be entitled to a partial benefit of one week's vacation pay for each 6 months, or major fraction thereof, of Company continuous service accumulated subsequent to January 1, 1969, or when he first became eligible for a vacation, whichever is later. 164

d. An employee who is laid off or goes on sick leave after October 29, 1968 and remains on such layoff or sick leave for more than two years, or who dies after October 29, 1968, after having accumulated five (5) years of Company continuous service, and before he becomes vested, shall be entitled to a partial benefit which shall be the greater of that provided in (b) above, computed 165

from January 1, 1969, or six weeks of vacation pay. In the event a laid off employee, or an employee who was on sick leave, returns to work prior to December 31, 1973, and after having received a partial benefit, such partial benefit shall be deducted from any extended vacation pay and time off to which he may become entitled prior to December 31, 1973. An employee who would have been covered by this paragraph except for the five-year seniority requirement shall receive a partial benefit in accordance with (c) above provided he has at any time previously become eligible for a vacation, and has 3 or more years of Company accumulated continuous service.

D. Return from Vacation

1. Notwithstanding any provisions of Section VII-B, an employee who overstays his vacation leave without first notifying his plant management and securing permission for the extension, unless such notification proves to be impractical, may be subject to disciplinary action. 166

2. An employee returning from an extended vacation shall contact his plant management in person or by telephone on the Tuesday, Wednesday, or Thursday prior to his scheduled return to indicate his intention to return and to make arrangements for his return. An employee who fails to so report shall not be entitled to reporting pay on the day of his return in the event he is not put to work. 167

E. Vacation Scheduling

1. The vacation period shall be from January 1 to December 31, inclusive. 168

2. Promptly after the Union is notified of the Company's intention regarding a plant shutdown for vacations (during the term of this Agreement the plant will have a Vacation Shutdown during the 4th of July week in accordance with the Memorandum of Agreement dated September 19, 1968.), each eligible employee shall be requested to specify the vacation period he desires for his regular and extended vacation. Such request will be made in writing (not later than 30 days after the receipt of such request) on or promptly after November 1 of each year on a form provided by the Company. Vacations shall, so far as possible, be granted at times most desired by employees on a seniority basis, but the final right to allotment of vacation 169

periods is exclusively reserved to the Company in order to insure the orderly operation of the plant.

3. It is understood and agreed that the plant or any department thereof may be shut down for a two consecutive week period at least one week of which must be in July and such period may be designated by the Company as comprising all or a part of the vacation period for any employees of the plant who are qualified to receive vacation privileges. The Union shall be notified promptly after January 1 of each calendar year if the Company intends to shut down for vacation and if so the dates of such shutdown. This paragraph is not intended to affect the application of other rules concerning the scheduling of vacations set forth in this Section. 170

4. Any employee absent from work because of layoff, disability or leave of absence at the time employees are requested to specify the vacation periods they desire and who has not previously requested and been allotted a vacation period for the calendar year, may be notified by Management that a period is being allotted at his vacation period but that he has the right within 14 days to request some other vacation period. If any such employee notifies Management in writing, within 14 days after such notice is sent, that he desires some other vacation period, he shall be entitled to have his vacation scheduled in accordance with the foregoing Paragraph 2. 171

5. Within a period of ninety (90) days, following notification of vesting of extended vacation, pursuant to Paragraph C-7, above, each eligible employee shall notify the Company of the number of consecutive weeks of time off of extended vacation he desires, which shall be not less than seven (7) weeks, nor more than thirteen (13) weeks and he shall at the same time designate, in order of preference, three times prior to December 31, 1968, during which he desires to take such extended vacation time off. The July vacation shutdown need not be consecutive with weeks of Extended Vacation time off. Employees at their option may in addition to the vacation shutdown split the number of Extended Vacation weeks they are taking off into two periods. Example: An employee taking the minimum of 7 weeks off could take 1 week for shutdown and any combination of the remaining 172

6 weeks in two periods (5-1; 4-2; 3-3).

6. Time lost by an employee for a period of at least an entire payroll week due to the necessity of reducing the working forces or due to bona fide sickness or injury after exhaustion of Accident and Sickness benefits or due to leave of absence may be applied to any vacation time to which such employee is entitled if the employee so requests. 173

7. The employee shall take his vacation as scheduled by the Management provided he has not had time lost as described applied to all regular vacation time to which he is then entitled. The employee's wishes as to the time his vacation is to be scheduled will be given consideration, in accordance with his plant seniority, but such schedule will necessarily be governed by the operating requirements of the plant. 174

8. a. Extended vacations shall consist of not less than seven (7) nor more than thirteen (13) consecutive weeks and shall be scheduled, for those entitled, once during the five year period beginning January 1, 1969, and after this benefit becomes vested. 175

b. The Company shall, to the extent practicable, schedule employees for extended vacation in approximately equal numbers each year. This shall not limit the right of the Company to schedule at an accelerated rate. 176

c. If such scheduling of extended vacations would result in undue dilution of experienced employees in a classification, department, or agreed upon sub-division thereof because of vacations starting in any one year, then the Company may schedule the starting dates of such extended vacations so that not more than 20% of those employees will have such extended vacations starting in any given year. 177

d. In the event of a substantial increase in employment, the time to schedule extended vacations shall be sufficiently extended past December 31, 1973, in order to insure the orderly operation of the plant. The Company and the Union will make the appropriate adjustment in the scheduling provisions. 178

e. An employee who becomes entitled to an extended vacation in 1973 shall be scheduled for such vacation not later than during 1974 except for (d) above. 179

f. Employees scheduled for extended vacation must be notified at least 90 days prior to the commencement of such extended vacation and no scheduled extended vacation shall be changed without at least 60 days' notice to the employee, unless the employee consents to the schedule or change in schedule. 180

g. If an employee is on layoff at any time between the date he is notified of the time of his scheduled extended vacation and 90 days prior to the commencement of such vacation, he may elect not to take such vacation and this election shall not jeopardize the subsequent scheduling thereof. With the approval and under the conditions set forth by the Plant Management, an employee entitled to an extended vacation and who is on layoff or has exhausted sickness and accident benefits may elect to have his extended vacation scheduled while on such layoff or after such exhaustion. 181

F. Reports

From time to time during the term of this Section, the Company shall furnish the Union, on forms and at times to be agreed upon, with such information as may be reasonably required for the purpose of enabling it to be properly informed concerning the operation of this Section. 182

G. Vacation Pay

Regular Vacations

1. Each employee granted a regular vacation will be paid at his average rate of earnings per hour for the first two of the last four closed and calculated pay periods worked by the employee preceding the first week of actual vacation period or the first two of the last four closed and calculated pay periods worked by the employee preceding the end of the previous calendar year, whichever is higher. Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the first two of the last four closed and calculated pay periods worked by the employee preceding the first week of the actual vacation period or the first two of the last four closed and calculated pay periods worked by the employee 183

preceding the end of the previous calendar year, whichever is higher, but not less than forty (40) hours per week. For the purposes of this Section, "pay period" shall mean a semi-monthly period.

2. Extended Vacations

The vacation pay for one week of extended vacation shall be the employee's average hours worked per week (not less than 40 hours and not more than 48 hours) multiplied by the employee's average earnings per hour (exclusive of overtime premium earnings). The employee's average hours and earnings per hour are averaged over the period of the first two of the last four closed and calculated pay periods in which the employee worked prior to the first week of actual vacation. 184

3. Vacation pay computed on base periods prior to a general wage increase for a vacation or portion thereof scheduled after such wage increase in such year shall be adjusted for such increase in such year. 185

4. In the event of death of an employee who was eligible for a vacation, the amount of vacation pay to which he would have been entitled shall be paid to his wife or his estate. 186

5. An employee who is 63 years of age or older at the time his extended vacation is scheduled (provided the scheduled date is not more than two years after his vesting date) may, at his option, take such vacation as scheduled, or elect to take such vacation during the thirteen weeks prior to retirement, or as a lump sum payment at retirement. In the event he elects to receive a lump sum, an amount equal to his regular vacation pay, whether or not he is eligible, shall be deducted from the 13 week extended vacation pay provided that no deduction will be made from an employee who retires on a disability pension unless he is not entitled to a regular vacation in the year of retirement. The amount of any regular vacation for the calendar year of retirement which is included in an extended vacation taken before retirement shall be deducted from his Special Retirement Payment. 187

6. In the event of a war or other national emergency, or federal legislation designed to reduce the normal work week below 40 hours, either party may notify the other of a desire to negotiate with 188

respect to an appropriate modification of this plan or its termination. In the event of failure to agree within 120 days from such notice, if given as a result of the above-described type of federal legislation, the plan shall remain in effect subject to the termination provision of the Agreement, but the parties shall be free to strike or lockout in support of their positions with respect to such matters (and no other) notwithstanding the provisions of any other agreement between the parties.

SECTION VII — SENIORITY

A. Seniority Status of Employees

1. 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. 189

2. 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: 190

a. Promotion (except promotions to positions excluded under the definitions of "employees" in Section II - Recognition) the following factors as listed below shall be considered: 191

(1) continuous service and ability to perform the work. 192

(2) physical fitness. 193

b. Decrease in forces or rehirings after layoffs, the following factors as listed below shall be considered: 194

(1) continuous service and ability to perform the work. 195

(2) physical fitness. 196

c. Any employee of any department in the plant being laid off for lack of work and because he does not have sufficient departmental seniority to remain in the department in which he is employed shall have the right to demote to the Labor Pool where he shall retain employment so long as any employee in the Labor Pool has less plant seniority than the employee involved. 197

The Labor Pool shall be made up of all jobs in job classes 1, 2 and 3 and such other jobs in other job classes as shall be agreed upon, the number of which shall be equal to at least the number of jobs in job class 4. Employees laid off from their department on or after Monday shall not have the right to so demote until Monday of the next week.

B. Calculation of Continuous Service

1. There shall be no deduction of any time lost which does not constitute a break in continuity of service. 198

2. Continuous service shall be broken by: 199

a. Voluntarily quitting the service. 200

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. 201

c. Termination in accordance with Section XIV - Severence Allowance. 202

d. Absence in excess of the period during which continuous service can accumulate under Paragraph e below or failure to give written notice required by said Paragraph e. 203

e. Subject to the provisions of Subparagraph f below, if an employee shall be absent because of layoff or physical disability, he shall continue to accumulate continuous service during such absence for two years and for an additional period equal to (1) three years, or (2) the excess, if any, of his length of continuous service at commencement of such absence over two years, whichever is less. Any accumulation in excess of two years during such absence shall be counted, however, only for purposes of this Section VII including local agreements thereunder, and shall not be counted for any other purpose under this or any other agreement between the Company and the International Union. In order to avoid a break in service after an absence of two years, the employee must give the Company annual written notice that he intends to return to employment when called, if the Company at least 30 days prior thereto has mailed him a notice at 204

the most recent address furnished by him to the Company that he must file such notice.

f. Absence due to a compensable disability incurred during course of employment shall not break continuous service, provided such individual is returned to work within 30 days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment. 205

g. If his employment shall be terminated by the Company, because he shall have been absent from work for 10 days or more without reasonable cause or because he shall have failed without such cause promptly to return to work after a leave of absence or when recalled to work after a layoff. 206

C. Probationary Employees

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 within a six-month period and will receive no continuous service credit prior to completion of such thirty (30) days of actual work. 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 a 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 last hiring. 207

D. Waiver of Promotions

An employee may waive promotion by signifying such intention to his supervisor or shall be considered as waiving it if he fails to step up to fill a vacancy. Such waivers shall be noted in the personnel records and confirmed by the Company in writing to the Employees and the Union. Employees may withdraw their waiver or announce their intention to fill future vacancies (which the Company shall also note in personnel records and confirm in writing), following which they shall again become eligible for promotion, but an employee who has so waived promotion and later withdraws it as herewith provided shall not be permitted to challenge the future high sequential standing of those who have stepped ahead of 208

him as the result of such waiver, until he has reached the same job level (by filling a permanent opening) as those who have stepped ahead of him, at which time his waiver shall be considered as having no further force and effect. Employees may not enter and withdraw waivers indiscriminately and without good and valid reasons.

E. Seniority With Relations to Non-Bargaining Unit Occupations

1. When an employee is transferred to fill a permanent vacancy, he shall, during the first sixty (60) calendar days following such transfer, have the right to return to the job he left with accumulated department and plant seniority. Following the expiration of this 60 day period, he shall forfeit all accumulated seniority in the bargaining unit. 209

2. During the sixty (60) day trial period, the job he left will be temporarily filled in accordance with Paragraphs A and G of this Section. 210

F. Posting of Job Openings

1. When a vacancy develops, or is expected to develop (other than a temporary job or a job of less than 30 days' duration) 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 assignment for a period of five (5) working days and in such manner as may be appropriate at the plant. Such posted jobs shall be outlined on the posted notice as to content, rate of the job posted and incentive, if any. 211

2. 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. 212

3. 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. 213

G. Temporary Vacancies

1. In cases of temporary vacancies because of absence of the incumbent involving temporary assignments within a seniority unit, the Company shall, to the greatest degree consistent with efficiency of the operation and safety of employees, 214

assign the employee with the longest continuous service in the unit (on the shift in the case of day-to-day vacancies), provided such employee desires the assignment.

2. In the application of 1 above, should all of the senior employees decline to fill the vacancy, the Company may assign the junior qualified employee in the unit (on the shift in the case of day-to-day vacancies) or may assign any employee from the Labor Pool who desires the assignment. 215

3. An employee assigned as outlined above shall be returned to the job he left when the incumbent returns to the job or when the job is filled as set forth in Paragraph 4 hereof, or to any job he may have bid while on temporary assignment. 216

4. When a vacancy has existed for thirty (30) days and it appears that it will continue in excess of thirty (30) additional days, by agreement between the Company and the Union the vacancy may be posted for bid in accordance with Subsection F above subject to the right of the absent incumbent to return to the job in which case the employee who was awarded the job in his absence shall be returned to the job he left to fill the vacancy. If the incumbent does not return to the job, the job shall be considered as permanently filled on the basis of the posting. 217

H. Transfers at Request of Employees

1. When an employee is tranferred at his own request from one department to another, such transfer shall be probationary for a period of fourteen (14) calendar days or a minimum of ten (10) working days. At any time within the period specified, the employee may return of his own volition to his original department, or may be returned by the Company to his original department. In such case, the employee shall retain his original departmental seniority. If the employee elects to remain in the new department, after the expiration of the fourteen (14) calendar days (or a minimum of ten (10) working days) period, he becomes a new employee in the new department and loses his seniority in his old department. 218

2. Employees with one (1) or more years of continuous service shall not be permitted to make such a transfer of department more often than once in six (6) consecutive months, with the ex- 219

ception that an employee while he is laid off from the plant, or to the Labor Pool within this six (6) months period, may make a new application for a transfer of department. However, employees with less than one (1) year of continuous service shall not be permitted to make such a transfer of department more often than once in six (6) consecutive months even though on lay off or in the Labor Pool.

3. If an employee who makes application to transfer from one department to another or to a new job in the same department, and once accepts assignment to the job, later withdraws his application, he shall not be eligible to make further application for any job for a period of six (6) months. This paragraph shall not apply to an employee transferring to a new job in the same department until he has had a trial period of five days on the new job. 220

4. If an employee makes a transfer of job within a department to a job of equal or lower rate of pay, he must work at that job for a minimum period of twelve (12) months before becoming eligible for another transfer within the department except that he may transfer to a job at a higher rate of pay or to a preferential shift. 221

I. Transfer Due to Disability and Age

Cases of this type shall be handled by joint agreement between the Management and Executive Committee of the Union and committeeman of the departments involved. Such transfers may be used for the purpose of rehabilitation. 222

J. Seniority Status of Grievance Committeemen and Local Union Officers

1. When Management decides that the work force of 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 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 of 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. 223

2. 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. 224

K. Leaves of Absence for Employees Who Accept Positions with the International or Local Unions

1. 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 provisions to be made to fill the job to be vacated. 225

2. 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. 226

3. Continuous service shall not be broken by the leave of absence but will continue to accrue. 227

L. Seniority Units

1. The existing seniority unit or units to which the seniority factors shall be applied and the rules for application of the seniority factors, including service dates within these units, covered by existing local agreement, shall remain in effect unless or until modified by local written agreement signed by Management and the President and Chairman of the Grievance Committee of the Local Union. Changes in such seniority units or the inclusion of a new job or jobs in an existing seniority unit or units or the establishment of a new seniority unit or units shall be negotiated and signed on behalf of the Union by the President and the Grievance Committeeman of the Local Union and shall be posted in the plant and department affected. 228

2. In any case in which local agreement cannot be consummated as to a change in such existing seniority units or the inclusion of a new job or 229

jobs in an existing seniority unit or units or the establishment of a new seniority unit, Management shall make such change or shall include such job or jobs in the most appropriate seniority unit, or if more appropriate, establish a new seniority unit subject to the grievance procedure of this Agreement.

M. Seniority Lists

The Company shall make available to the Local Union, lists showing the relative continuous service of each employee in each seniority unit. Such lists shall be revised by the Company from time to time, as necessary, but at least every six (6) months, to keep them reasonably up-to-date. The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists. 230

N. Interplant and Intraplant Transfers

1. It is recognized that new plant or department capacities may be added or expanded, necessitating transfer of employees. It is agreed that problems arising out of the transfer of employees, or the retransfer of employees from new plants to the plants or departments from which they were originally transferred or the transfer of employees from discontinued departments or plants to new plant or departments are matters for which adjustment shall be sought between Management and the grievance committee or committees. 231

2. In the event the above procedure does not result in agreement, the International Union and the Company may work out such agreements as they deem appropriate irrespective of seniority agreements existing pursuant to Subsection L of this Section or may submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree. 232

SECTION VIII — ADJUSTMENT OF GRIEVANCES

A. The procedural steps for the settlement of grievances, hereinafter set forth, represent a general standard which may be modified at the plant by agreement between 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. It is agreed that the procedure provided in this Section if followed in good faith by both parties, is adequate for fair and expeditious settlement of any grievances arising. Grievances to be considered must be filed promptly after the occurrence thereof. 233

B. 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 grievance in the process of adjustment on the date of the execution of this Agreement shall be handled in accordance with the procedure herein outlined. 234

C. Grievance Procedure

Step 1

1. Any employee who believes that he has a justifiable request or complaint shall discuss the request or complaint with his foreman, with or without the grievance committeeman being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his grievance committeeman and in such event the grievance committeeman, if he believes the request or complaint merits discussion, shall take it up with the employee's foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires. 235

2. If the foreman and grievance committeeman, after full discussion, feel the need for aid in arriving at a solution, they may by agreement, invite such additional Company or Union representatives from the plant as may be necessary and available to participate in further discussion, but such additional participants shall not relieve the foreman and grievance committeeman from responsibility for solving the problem. 236

3. If a complaint or request has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2 if the grievance committeeman determines that it constitutes a meritorious grievance. If the complaint or request concerns only the individual or individuals involved, and its settlement will have no effect upon the rights of other employees, the individual or indi- 237

viduals involved may effectively request that the matter be dropped.

Step 2

1. A grievance, to be considered further must be filed in writing in triplicate with the Department Superintendent on forms, furnished by the Company, promptly after the conclusion of the Step 1 discussions. It shall be dated and signed by the grievance committeeman or the employee (or other employees affected) and should include such information and facts as may be of aid to the Company and the Union in arriving at a fair, prompt and informed decision. The answer to the grievance shall be given within 72 hours from the time of presentation and shall be in writing on the grievance form. Such answer shall indicate the date the grievance form was received, shall be signed and delivered to the grievance committeeman. 238

2. Grievances filed in writing will set forth the following minimum information: 239

a. Department, unit, and/or employee(s) involved; 240

b. Date on which grievance was discussed with supervision; 241

c. Name of the Supervisor with whom the grievance was discussed; 242

d. Decision of Supervisor; 243

e. Nature of the grievance and remedy sought; 244

f. Specific contract provision or practice under which the grievance is filed; 245

g. Date of presentation of grievance; 246

h. Signature of grievance committeeman or the aggrieved. 247

Step 3

1. In order for a grievance to be considered further it shall be presented by the Union for consideration of the Grievance Committee and the Vice President of Industrial Relations, or his representative or representatives, at the next special or regular meeting. The Grievance Committee along with the local Union President (if he so desires) and the designated representative of the Company shall hold regular monthly meetings at which, among other appropriate matters, pending grievances in Step 3 shall be discussed. Either party may call witnesses 248

who are employees of the Company and attendance shall be limited to the time required for their testimony.

2. Grievances discussed and not settled in a regular or special Step 3 meeting shall be answered in writing by Plant Management within 5 days after the date of such meeting. 249

3. Grievances which allege violations directly affecting employees working under more than one foreman or Department Superintendent shall be filed initially in Step 3 and processed in accordance with the foregoing Step 3 procedure. 250

Step 4

1. In order for a grievance to be considered further, written notice of appeal shall be served, within 10 days after receipt of the Step 3 grievance answer by the Chairman of the Grievance Committee, by the representative of the International Union, certified to Management in writing, upon the representative of the Company, similarly certified to the Union by the Company. No employee grievances shall be permitted to progress into this Step without review by the District Union Executive. Such notice shall state subject matter of grievance, identifying number, and objections taken by either party to previous dispositions. 251

2. If the Management's decision in Step 3 is not appealed to Step 4 within the prescribed time limit, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal. In exceptional cases, however, where the Union can satisfactorily demonstrate that the failure of the Union representative charged with the responsibility for such appeal was caused by conditions justifiable under the circumstances and does, in fact, appeal within ten days from the date of the default, the appeal shall be accepted as though it had been timely. The Company's liability for any retroactive payments resulting from the application of the preceding sentence shall exclude the period of the delay in the appeal. 252

3. Discussion of the appealed grievance shall take place at the earliest date of mutual convenience following receipt of the notice of appeal, but not later than 30 days thereafter unless either party shall request in writing, with reasons therefor, that the meeting take place at a later date. 253

4. Grievances discussed in such meeting shall be answered in writing, by the representative of the Company within 10 days after the date of such meeting. 254

5. Either party may request a further statement of facts to be made available no later than 3 days preceding the date set for the Step 4 meeting and either party may call witnesses whose attendance shall be restricted to the time required for their testimony. Except for witnesses, the Step 4 meetings shall be limited to the representatives of the Company and the representatives of the Union, unless otherwise mutually agreed upon in advance of the meeting. 255

6. Whenever either party concludes that further Step 4 meetings cannot contribute to the settlement of a grievance, the dissatisfied party may, by written notice served on the other party within 30 days from receipt of the answered grievance from the last Step 4 meeting, appeal the grievance to arbitration. 256

D. Time Limits

1. The time limitations herein shall not include Saturdays, Sundays and holidays and may be extended at any step by mutual agreement of the representatives involved in such step. 257

2. If a grievance is not refered or appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Company's answer, but such settlement shall not constitute a precedent in any other case. 258

3. If a grievance is not answered by the Company within the specified time limits, the Local Union Grievance Committee, in the first three steps and the International Representative of the Union in the fourth step, shall have the right to declare the grievance granted and, upon notification the Company shall comply therewith, but such settlement shall not constitute a precedent in any other case. 259

E. Arbitration

Step 5

1. Either party serving notice of appeal of a grievance to arbitration will submit with such notice a list of at least four arbitrators who are acceptable for hearing the case. 260

2. Upon receipt of the appeal and list of arbitrators, the other party will either accept one of the arbitrators or submit an alternate list for consideration by the party submitting the grievance to arbitration. 261

3. If the parties cannot agree on an arbitrator from either list, within 45 days from the notice of appeal date, either party may request a list of seven recognized arbitrators from the Federal Mediation and Conciliation Service and the parties shall alternately strike the names of arbitrators from the list. The remaining arbitrator not so stricken shall be requested to hear the case. 262

4. As part of the joint submission to arbitration, the arbitrator shall be requested to provide his award within 30 days following the hearing. 263

5. The arbitrator's decision shall be final and binding on both parties and his compensation and the expense of the hearing shall be borne equally by both parties. Awards or settlements of grievances may or may not be retroactive but in no event may any award in a continuing grievance be retroactive to a date earlier than 30 days prior to the date on which the grievance was filed unless otherwise provided in this Agreement. 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. 264

F. General Provisions Applying to Grievances

1. At all steps in the grievance procedure, and particularly at the Third Step and above, the grievance and the Union representative should disclose to the Company representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, Company representatives should disclose all the pertinent facts relied upon by the Company. 265

2.a. In order to avoid the necessity of filing 266

numerous grievances on the same subject or event, or concerning the same alleged contract violation occuring on different occasions, a single grievance may be processed and the facts of alleged additional violations (including the dates thereof) may be presented in writing in the appropriate Step on a special form supplied by the Company. Such additional claims shall be filed promptly and be signed by each additional grievant.

b. When the original grievance is resolved in the 267
grievance or arbitration procedure, the parties resolving such grievance (the Fourth Step representatives if resolved by arbitration) shall review such pending claims in the light of the decision in an effort to dispose of them. If any claim is not settled, it shall be considered as a grievance and processed in accordance with the applicable procedure and the applicable time limitations.

3. Grievances which are not filed initially or dis- 268
cussed in the proper step of grievance procedure may be referred to the proper step for discussion and answered by the Company and the Union representatives designated to handle grievances in such step.

G. Union Grievances

The grievance procedure may be utilized by the 269
Union in processing grievances which allege a violation of the obligations of the Company to the Union as such. In processing such grievances, the Union shall observe the specified time limits in appealing and the Company shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provision of this Agreement.

H. Company Grievances

The Grievance procedure may be utilized by the 270
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.

I. Suspension of Grievance Procedure

It is further understood that an interruption or 271

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 X 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.

J. Waiver of Grievance Procedure

Notwithstanding the procedure herein provided 272
any grievance may be submitted to arbitration at any time by agreement of the parties to this Agreement.

K. Access to the Plant

The District Director and the representative of 273
the Union who customarily handles grievances in Step 4 shall have access to the plant subject to established rules of the plant, at reasonable times to investigate grievances with which he is concerned.

L. Union Grievance Committee

1. The Grievance Committee for the plant shall 274
consist of not less than three (3) and not more than nine (9) 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, to:

a. Attend regularly scheduled committee 275
meetings,

b. Attend meetings pertaining to discharge or 276
other matters which can not reasonably be delayed until the time of the next scheduled meeting, and

c. Visit departments other than their own at all 277
reasonable times, only for the purpose of handling grievances, after notice to the head of the de-

partment to be visited and permission from their own departmental superintendent.

2. The parties agree that in the interest of proper disposition of grievances, there may be appointed representative stewards who shall aid the Grievance Committee in the prompt handling of grievances. The stewards 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. 278

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. The Company in the exercise of its rights shall observe the provisions of this Agreement. 279

SECTION X — SUSPENSION AND DISCHARGE CASES

A. In the exercise of its rights as set forth in Section IX — Management, Management agrees that a member of the Union shall not be peremptorily discharged or suspended for a period of five (5) days or more from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify discharge or suspension of five (5) days or more, he shall first be suspended for a period of five (5) calendar days and given written notice of such action. A copy of such notice shall be furnished to the employee's Grievance Committeeman as soon as practicable. 280

B. 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 or his designate with his steward, Union President and/or grievance committeeman present as he may choose, or the General Superintendent or the Manager of the Plant with or without the members of the Grievance Committee present, as he similarly 281

may choose. At such hearing, the facts concerning the case shall be made available to both parties.

C. After such hearing, or if no such hearing is requested, Management shall conclude whether the suspension shall be converted into discharge, or, dependent upon the facts of the case, that such suspension shall be extended, reduced, sustained 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. In the event the 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 filed in Step 3 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 the grievance, if any. 282

D. Should it be determined by the Company after the hearing or by an arbitrator in accordance with Step 5 of the Grievance Procedure that the employee has been discharged or suspended unjustly, or that the penalty should be modified, the Company shall reinstate the employee and pay full compensation at the employee's regular rate of pay for the time lost in accordance with such determination. 283

E. If such initial suspension is for not more than four (4) calendar days and the employee affected believes that he has been unjustly dealt with, he may file a grievance and have it processed in accordance with Section VIII — Adjustment of Grievances. 284

F. An employee who is summoned to meet in an office with a supervisor other than his own immediate supervisor for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by his grievance committeeman if he requests such representation, provided such representative is then available, and provided further that, if such representative is not then available, the employee's required attendance at such meeting shall be deferred only for such time during the shift as is necessary to provide opportunity for him to secure the attendance of such representative. 285

G. Reports covering disciplinary penalty of four days' suspension or less of an employee will not be held against any such employee who has a clean record for at least two years following the date of his last disciplinary report. 286

SECTION XI — MILITARY SERVICE

A. Re-employment

1. Except as shall be otherwise provided by law or by agreement in writing between the parties hereto, should any employee other than temporary employees at the plant, who has entered or shall enter the military 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 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 and 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 entitled, 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 a period other than a national emergency. 287

2. Any employee entitled to reinstatement under this Section who applies for reemployment and who desires to pursue a course of study in accordance with the Federal law granting him such opportunity before or after returning to his employment with 288

the Company, shall be granted a leave of absence for such purpose. Such leave of absence shall not constitute a break in the record of continuous service of such employee, but shall be included therein provided the employee reports promptly for reemployment after the completion or termination of such course of study. Any such employee must notify the Company and the Union in writing at least once each year of his continued interest to resume active employment with the Company upon completing or terminating such course of study. Any employee entitled to reinstatement under this Section who entered the armed forces of the United States and who returns with service connected disability incurred during the course of his service shall be assigned to any vacancy which shall be suitable to such impaired condition during the continuance of such disability irrespective of seniority; provided, however, that such impairment is of such a nature as to render the veteran's returning to his own job or department onerous or impossible; and provided further that the veteran meets the minimum physical requirements for the job available or for the job as Management may be able to adjust it to meet the veteran's impairment.

B. Vacations

1. 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 service of the United States before he shall have accepted vacation allowance in lieu of 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. 289

2. An employee, who after being honorably discharged from the Armed Forces, is reinstated pursuant to the Company's Military Service Regulations, shall, in the year of his reinstatement, be entitled to: 290

a. A regular vacation provided he is not scheduled in the year of his reinstatement for an extended vacation to which he may become entitled under (b) and, 291

b. an extended vacation provided that he would have become entitled to such an extended vaca- 292

tion had he not been on the military leave of absence.

C. Military Encampment Allowance

An employee with one or more years of continuous service who is required to attend an encampment of the reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two weeks in any calendar year, the difference between the amount paid by the Government, not including travel, subsistence and quarters allowance, and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such two weeks (plus any holiday in such two weeks he would not have worked) and the pay for each such day shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two weeks in any calendar year, the period on which such pay shall be based shall be the first two weeks he would have worked during such period. 293

D. Advisory Committee

A committee consisting of equal 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. 294

SECTION XII — HOLIDAYS

A. 1. The following days shall be considered holidays: 295

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

2. For all hours worked by an employee on any of the holidays specified above, overtime shall be paid at the rate of two and one-fourth times his regular rate of pay. 296

3. The holiday shall be the 24-hour period beginning at the turn-changing hour nearest to 12:01 297

a.m. of the holiday. If any of these holidays shall fall on a Sunday, the following Monday (and not such Sunday) shall be observed.

B. 1. Effective as of the date of this Agreement, an eligible employee who does not work on a holiday listed above shall be paid 8 times his average straight-time hourly rate earnings (including applicable incentive earnings but excluding shift differential and Sunday and overtime premiums) during the payroll period in which the holiday occurs; provided, however, that if an eligible employee is scheduled to work on any such holiday but fails to report and perform his scheduled or assigned work, he shall become ineligible to be paid for the unworked holiday, unless he has failed to perform such work because of sickness or because of death in the immediate family or because of similar good cause. 298

2. As used in this Section, an eligible employee is one who: 299

a. has worked 30 working days since his last hire; 300

b. performs work in the pay period in which the holiday is observed (or the next preceding pay period), except where he has not performed work in the pay period because of sickness, disability or layoff, but has worked or is on vacation in both the pay period preceding and the pay period following the holiday pay period; and 301

c. works as scheduled or assigned both on his last scheduled workday prior to and his first scheduled workday following the day on which the holiday is observed, unless he has failed to work because of sickness or because of death in the immediate family or because of similar good cause. 302

3. a. An eligible employee who would otherwise be entitled to pay for an unworked holiday and who shall be scheduled pursuant to the provisions of Section VI to take a vacation during a period when a holiday occurs, shall be paid for the unworked holiday in addition to his vacation pay. 303

b. The provisions of Section XII-B-3-a shall apply to (1) an employee whose vacation has been scheduled prior to his layoff and who thereafter is laid off and takes his vacation as scheduled, 304

or (2) an employee who is not at work at the time his vacation is scheduled, but who thereafter returns to work and then is absent from work during a holiday week because of his scheduled vacation. An employee who is not at work at the time of scheduling his vacation and is not working at the time his vacation commences is not eligible for holiday pay for a holiday occurring during his vacation within the meaning of Section XII-B-2-b or Section XII-B-3-a.

C. In determining whether an employee has worked 305
on more than five days in any week for the purposes of Section D, a holiday occurring in such week shall be considered as a day worked by him whether or not he shall have worked on such holiday and regardless of whether it was scheduled as a day of work or a day of rest; provided, however, that if he shall have been scheduled to work on such holiday and shall have failed to perform the work to which he was assigned on such day, such holiday shall not be considered as a day worked by him.

D. If an eligible employee performs work on a 306
holiday, but works less than 8 hours, he shall be entitled to the benefits of this section to the extent that the number of hours worked by him on the holiday is less than 8. This section applies in addition to the provisions of Paragraph E of Section IV where applicable.

E. Effective January 1, 1970, add the day of the 307
Union picnic as an additional paid holiday.

SECTION XIII — SAFETY AND HEALTH

A. Objective and Obligation of the Parties

The Company and the Union will cooperate in 308
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.

At plants where devices which emit ionizing 309
radiation are used, the Company will continue to maintain safety standards with respect to such devices not less rigid than those adopted from time to time by the Atomic Energy Commission and will maintain procedures designed to safeguard employees and will instruct them as to

safe working procedures in event of an incident involving such device.

The Company will continue its program of periodic 310
inplant air sampling and testing under the direction of qualified personnel. Where the Union Co-Chairman of the Safety Committee alleges a significant on-the-job health hazard due to inplant air pollution, the Company will also make such additional tests and investigations as are necessary. A report based on such additional tests and investigations shall be reviewed and discussed with the Joint Safety Committee.

B. Protective Devices, Wearing Apparel and Equipment

Protective devices, wearing apparel and other 311
equipment necessary to protect properly the employees from injury shall be provided by the Company in accordance with practices now prevailing in each separate department or as such practices may be improved from time to time by the Company. Goggles; gas masks; face shields; safety glasses; respirators; special purpose gloves; fireproof, 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 Committee

1. A safety committee consisting of three em- 312
ployees designated by the Union and three Management members designated by the Company shall be established in the 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. Advice 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 objectives set forth in Subsection A.

2. When the Company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the safety committee in advance with the objective of increasing cooperation. Should differences result from such discussions, a grievance may be filed in the Third Step by the Chairman of the Grievance Committee within 30 days after Management puts such rule or requirement into effect. In the event that the grievance progresses through the grievance procedure to arbitration, the Board shall determine whether such rule or requirement is appropriate to achieve the objective set forth in Subsection A. 313

3. In the event the Company requires an employee to testify at the formal investigation into the causes of a disabling injury, the employee may arrange to have the Union Co-Chairman of the safety committee or the Union member of such committee designated by the Union Co-Chairman to act in his absence, present as an observer at the proceedings for the period of time required to take the employee's testimony. The Union Co-Chairman will be furnished with a copy of such record as is made of the employee's testimony. In addition, in the case of accidents which resulted in disabling injury or death to employees under this agreement and require a fact-finding investigation, the Company will, after making its investigation, at the request of the Union Co-Chairman of the Safety Committee, supply to him a statement of the nature of the injury, the circumstances of the accident, and any recommendations available at that time. In such cases, when requested by the Union Co-Chairman, the Company Co-Chairman 314

of the Safety Committee, or his designated representative, will review the statement with the Union Co-Chairman. Also, in such cases, the Company Co-Chairman of the Safety Committee, or his designated representative, when requested by the Union Co-Chairman, will visit the scene of the accident with the Union Co-Chairman, or in his absence, his designated substitute..

D. Disputes

An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question shall have the right to file a grievance in the Third Step of the grievance procedure for preferred handling in such procedure and arbitration. 315

E. Limitation on Use of Disciplinary Records

Written records of disciplinary action against the employee involved for the violation of a safety rule but not involving a penalty of time off will not be used by the Company in any arbitration proceeding where such action occurred one or more years prior to the date of the event which is the subject of such arbitration. 316

SECTION XIV—SEVERANCE ALLOWANCE

A. Conditions of Allowance

When in the sole judgment of the Company, it decides to close the plant permanently or discontinue permanently a department of the plant or a 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. 317

B. Eligibility

1.a. 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. 318

b. In lieu of severance allowance, the Company 319

may offer an eligible employee a job in at least the same job class for which he is qualified in the same general 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 in the new department 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 the purposes of Section VI - Vacation, 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 in entitled under Section VII - Seniority, to a job in at least the same job class 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. 320

C. Scale of Allowance

An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous Company service: 321

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 pay as set forth in Subsection C of Section VI - Vacations. 322

E. 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 323

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.

F. Election Concerning Layoff Status

Notwithstanding any other provision of this Agreement, an employee who would otherwise have been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in Section XIV-A may, at such time elect to be placed upon layoff status for 30 days or to continue on layoff status for an additional thrity days if he had already been on layoff status. At the end of such 30-day period, he may elect to continue on layoff status or to be terminated and receive severance allowance if he is eligible to any such allowance under the provisions of Section XIV; provided, however, if he elects to continue on layoff status after the 30-day period specified above, and is unable to secure employment with the Company within an additional 60-day period, at the conclusion of such additional 60-day period, he may elect to be terminated and receive severance allowance if he is eligible for such allowance. Any Supplemental Unemployment Benefit payment received by him for any period after the beginning of such 30-day period shall be deducted from any such severance allowance to which he would have been otherwise eligible at the beginning of such 30-day period. 324

G. Payment of Allowance

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement. 325

SECTION XV — SUPPLEMENTAL UNEMPLOYMENT BENEFITS PROGRAM

A. Description of Plan

The Supplemental Unemployment Benefit Plan effective January 1, 1969, (the Plan) will be con- 326

tained in a booklet entitled "Supplemental Unemployment Benefit Plan, 1969", incorporating the changes shown in Appendix D, a copy of which will be provided each employee. The booklet constitutes a part of this Section as though incorporated herein.

B. Coverage

1. The Plan shall, for the period specified in the termination provisions of this Agreement, be applicable to the employees represented by the Union. 327

2. The Plan, without change may be applicable to such other groups of employees of the Company who are entitled to overtime compensation on the basis of law, contract of custom as are covered on December 31, 1968, by the Prior Plan (the Supplemental Unemployment Benefit Plan in effect prior to January 1, 1969) and to any other such group, and under such conditions, as the Company and the Union may agree. Any modification of the Plan necessitated by the requirements of federal or state laws shall also apply to such other groups to which it is applicable. 328

3. There shall be one trust fund under the Plan applicable to all employees covered by the plan, and any determinations under the Plan will be based on the experience with respect to everyone covered thereby. 329

C. Reports to the Union

The Company will provide the Union with information on the forms agreed to by the parties and at the times indicated thereon, and such additional information as will reasonably be required for the purpose of enabling the Union to be properly informed concerning operations of the Plan. 330

SECTION XVI — SUB AND INSURANCE GRIEVANCES

The following procedure shall apply only to disputes concerning the Supplemental Unemployment Benefit Plan (SUB) and the Insurance Agreement, but it shall not apply to a claim for life insurance. 331

If any difference shall arise between the Company and any employee as to the benefits payable to him. 332

a. pursuant to the SUB, or

b. pursuant to the Insurance Agreement because his claim was denied in whole or in part,

or between the Company and the Union as to the interpretation or application of or compliance with the provisions of the SUB and such difference is not resolved by discussion with a representative of the Company it shall, if presented in writing under the following provisions, become an SUB grievance or an Insurance Grievance (in either case hereinafter referred to as grievance) and it shall be disposed of in the manner described below:

1. A grievance must, in order to be considered, be presented in writing within 30 days after the action giving rise to such difference on a form to be furnished by the Company which shall be dated and signed by the employee involved and the representative designated by the local Union to handle such grievances and presented to a local representative of the Company designated to receive and handle such grievances. The grievance shall be discussed by such representatives within 10 days after it has been presented to the representative of the Company. The representative of the Company shall note in the appropriate place on the form his disposition of the grievance, his reasons therefor and the date thereof and shall return two copies of the form to the local representative of the Union within 10 days after the date on which it was last discussed by them unless he and the local representative of the Union agree otherwise. Minutes of any discussion between the Union and the Company shall be prepared and signed by the local representative of the Company within 10 days after all the discussion is held and shall be signed by the representative of the local Union. If the representative of the local Union shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. Unless the grievance is appealed as set forth below within 10 days after the date of delivery of the minutes to the representative of the local Union, it shall be deemed to have been settled and no appeal therefrom shall thereafter be taken. Notwithstanding the first sentence of this paragraph, (a) a grievance relating to Short Week Benefits under the SUB must be pre- 333

sented within 30 days after the date of the Short Week Benefit draft if the dispute relates to the amount of the benefit or within 60 days from the end of the week in question if the dispute relates to eligibility for benefit and (b) a grievance relating to the Insurance Agreement must be presented within 30 days after the earliest date on which the grievant knew or reasonably should have known of the action on which it is based.

2. In order for a grievance to be considered further, written notice of appeal shall be served, within 10 days after receipt of the minutes described above, by the representative of the District Director of the Union, certified to the Company in writing, upon the representative of the Company, similarly certified to the Union by the Company. Such notice shall state the subject matter of the grievance, the identifying number and objections taken to the previous disposition. A grievance which has been so appealed shall be discussed within 30 days of such notice by such representative, in an effort to dispose of the grievance. Minutes of the discussion, which shall include a statement of the disposition of the grievance by the representative of the Company, his reasons therefor and the date thereof, shall be prepared and signed by him and delivered to the representative of the Union within 10 days after the discussion is held. The representative of the Union shall sign such minutes and shall deliver a copy to the representative of the Company and in the event he shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. If an appeal from the action taken with regard to the grievance in accordance with the foregoing procedure is not made in the manner set forth below, the grievance shall be deemed to have been settled in accordance with such action and no appeal therefrom shall thereafter be taken. 334

3. If the procedure described in Paragraphs 1 and 2 above has been followed with respect to a grievance and it has not been settled, it may be appealed by the District Director, or his representative, to arbitration by written notice served on the certified representative of the Company described in Paragraph 2 above within 20 days after the date of delivery of the minutes to the representative of the Union. An Arbitrator will be selected in accordance with the procedure set forth in Section VIII, E. 335

4. The decision of the arbitrator on any grievance which has properly been referred to him shall be final and binding upon the Company, the Union, and all employees involved in the grievance. 336

5. Should a difference arise with respect to Section 15, as to which resolution by processing of an SUB grievance is not appropriate, the applicable portions of the SUB grievance provisions shall govern the procedure to be followed. 337

SECTION XVII — OTHER AGREEMENTS

A. Pensions

Pension benefits are provided for pursuant to a separate agreement between the Company and the Union and the same shall be amended effective August 1, 1969, as provided in Appendix B hereto. 338

B. Insurance

Insurance benefits are provided for pursuant to a separate agreement between the Company and the Union and the same shall be amended effective August 1, 1970, as provided in Appendix C hereto. 339

C. Incentive Studies and Provisions for Incentive Coverages as Contained in Appendix E Hereto. 340

D. Prior Agreements

1. The terms and conditions established by this Agreement replace those established by the Agreement of October 6, 1965. 341

2. Any grievance which as of the effective date of this Agreement has been presented in writing and is in the process of adjustment under the grievance procedure of the October 6, 1965 Agreement may be continued to be processed under the grievance and arbitration procedures of this Agreement and settled in accordance with the applicable provisions of the Applicable prior agreement for the period prior to the effective date of this Agreement and for any period thereafter in accordance with the provisions of this Agreement. 342

3. Any grievance filed on or after the effective date of this Agreement which is based on the 343

occurrence or non-occurrence of an event which arose prior to the effective date of this Agreement must be a proper subject for a grievance under this Agreement and processed in accordance with the grievance and arbitration procedures of this Agreement. Such grievance shall be settled in accordance with the applicable provisions of the October 6, 1965 Agreement, for the period prior to the effective date of this agreement, and for any period thereafter in accordance with the applicable provisions of this Agreement.

SECTION XVIII — TERMINATION DATE

A. Except as otherwise provided below, this Agreement shall terminate at the expiration of 60 days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than August 1, 1971. 344

B. If either party gives such notice it may include therein notice of its desire to negotiate with respect to insurance, pensions and supplemental unemployment benefits, (existing provisions or agreements as to Insurance, Pensions, and Supplemental Unemployment Benefits to the contrary notwithstanding), and the parties shall meet within 30 days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by the end of 60 days after the giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position in respect to such matters as well as any other matter in dispute (the existing agreements or provisions with respect to Insurance, Pensions, and Supplemental Unemployment Benefits to the contrary notwithstanding). 345

C. Notwithstanding any other provisions of this Agreement, or the termination of any or all other portions hereof, the Extended Vacation Plan set forth in Section VI, Vacations, shall remain in effect until expiration of 120 days after written notice of termination served by either party on the other party on or after September 3, 1973, and the Supplemental Unemployment Benefits Program shall remain in effect until expiration of 120 days after written notice of termination served by either party on the other party on or after September 3, 1971. 346

D. Notwithstanding the foregoing paragraphs A, 347

B, and C, it is agreed that if the United States Steel Corporation has not reached agreement with the Union by 30 days prior to any of the strike or lockout dates of its collective bargaining agreement dated August 1, 1968, the corresponding strike or lockout date of this Agreement shall be extended to a date 30 days following the date upon which the United States Steel Corporation and the Union reach final agreement on a successor agreement. The effective date of any new contract terms or conditions between the Company and the Union shall, wherever appropriate, be the same as the effective date of such agreement reached by the United States Steel Corporation and the Union.

E. Any notice to be given under this Agreement shall be given by registered mail; 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 2626 Ligonier Street, Latrobe, Pennsylvania. Either party may, by like written notice change the address to which registered mail notice to it shall be given. 348

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in the respective names by their respective representatives thereunto duly authorized, as of the day and year first above written.

UNITED STEELWORKERS OF AMERICA

I. W. Abel, President
J. P. Molony, Vice President
Walter J. Burke, Secretary-Treasurer
Wm. J. Hart, Director, District 19
Andrew Fedele, Staff Representative
R. Reissman
Fred B. Smith
George Smetak
Joseph DeFail
Regis Murphy
Lyle Lowman
Ed Slezak

LATROBE STEEL COMPANY

W. C. Stonehouse, Jr., Vice President
Industrial Relations
J. W. Pischke, Manager of Labor Relations

APPENDIX A

The standard hourly wage scale of rates for non-incentive jobs shall be as follows:

Job Class	Effective 8/1/68	Effective 8/1/69	Effective 8/1/70
1-2	$2.645	$2.765	$2.885
3	2.725	2.848	2.970
4	2.805	2.931	3.055
5	2.885	3.014	3.140
6	2.965	3.097	3.225
7	3.045	3.180	3.310
8	3.125	3.263	3.395
9	3.205	3.346	3.480
10	3.285	3.429	3.565
11	3.365	3.512	3.650
12	3.445	3.595	3.735
13	3.525	3.678	3.820
14	3.605	3.761	3.905
15	3.685	3.844	3.990
16	3.765	3.927	4.075
17	3.845	4.010	4.160
18	3.925	4.093	4.245
19	4.005	4.176	4.330
20	4.085	4.259	4.415
21	4.165	4.342	4.500
22	4.245	4.425	4.585
23	4.325	4.508	4.670
24	4.405	4.591	4.755
25	4.485	4.674	4.840
26	4.565	4.757	4.925
27	4.645	4.840	5.010
28	4.725	4.923	5.095
29	4.805	5.006	5.180
30	4.885	5.089	5.265
31	4.965	5.172	5.350
32	5.045	5.255	5.435
33	5.125	5.338	5.520

APPENDIX A-1

The hourly wage scale of rates for incentive jobs shall be as follows:

Job Class	Standard Hourly Wage Scale (Incentive Calculation Rate)	Hourly Additive Effective 8/1/68	Hourly Additive Effective 8/1/69	Hourly Additive Effective 8/1/70
1-2	$2.10	$0.545	$0.665	$0.785
3	2.17	.555	.678	.800
4	2.24	.565	.691	.815
5	2.31	.575	.704	.830
6	2.38	.585	.717	.845
7	2.45	.595	.730	.860
8	2.52	.605	.743	.875
9	2.59	.615	.756	.890
10	2.66	.625	.769	.905
11	2.73	.635	.782	.920
12	2.80	.645	.795	.935
13	2.87	.655	.808	.950
14	2.94	.665	.821	.965
15	3.01	.675	.834	.980
16	3.08	.685	.847	.995
17	3.15	.695	.860	1.010
18	3.22	.705	.873	1.025
19	3.29	.715	.886	1.040
20	3.36	.725	.899	1.055
21	3.43	.735	.912	1.070
22	3.50	.745	.925	1.085
23	3.57	.755	.938	1.100
24	3.64	.765	.951	1.115
25	3.71	.775	.964	1.130
26	3.78	.785	.977	1.145
27	3.85	.795	.990	1.160
28	3.92	.805	1.003	1.175
29	3.99	.815	1.016	1.190
30	4.06	.825	1.029	1.205
31	4.13	.835	1.042	1.220
32	4.20	.845	1.055	1.235
33	4.27	.855	1.068	1.250

APPENDIX B

Pension improvements effective August 1, 1969:

1. Increase the $5.00 minimum to $6.50.

2. Eliminate $60 Social Security offset under 1% formula.

3. Change Rule of 75 to Rule of 70, retaining minimum age requirement of 55.

4. Make improvements in items 1., 2. and 3. applicable August 1, 1969 to employees retired on or after July 31, 1968.

5. Survivor Benefit Provisions - Effective August 1, 1969:

Any participant (1) who has not retired (active participant), who is age 55 or more and who has 15 or more years of continuous service, or (2) who shall have retired on or after July 31, 1969 after having attained age 50 (retired participant) and who is at least 55 years of age but under age 65 shall be covered by survivor benefit protection until the later of retirement or attainment of age 65. (Note: At the later of retirement or attainment of age 65, any survivor option which may have been elected becomes effective.)

A survivor benefit shall be payable upon the death of a covered participant, but only to a surviving spouse. The benefit shall be (1) 50% of the amount of regular pension (not including the supplement provided under paragraph 3.8) paid to a retired participant (2) 50% of the regular pension amount which would have been payable if the deceased active participant had been age 65 and had retired on the date of his death, or (3) if greater, $75. If the spouse is below age 50, the benefit shall be reduced at the rate of 1/2% for each year below age 50. If the spouse is age 62 or more at the death of the covered participant, or upon attainment of age 62 thereafter, the benefit shall be reduced by 65% of the widow's or widower's unreduced Social Security benefit to which the surviving spouse is, or upon application would become entitled, provided such reduction does not result in a benefit payable of less than $25. A widow or widower who is not eligible for such Social Security benefit shall, for purposes of this provisions, be deemed to be so eligible. The benefit shall continue for life of the spouse.

6. The new Pension Agreements shall be concluded on or before June 30, 1969 and shall include the following termination provision:

"This Agreement shall remain in effect until December 31, 1971 and thereafter subject to the right of either party on 120 days' written notice served on or after September 3, 1971 to terminate this Agreement."

APPENDIX C

PROGRAM OF INSURANCE BENEFITS EFFECTIVE AUGUST 1, 1970

1. Life Insurance - Increase life insurance prior to retirement by $1,000.

2. Hospitalization Benefits - Increase the private room allowance to an amount equal to the hospital's most common charge for semi-private accommodations.

3. Major Medical Coverage

Provide a Major Medical Program superimposed over the Hospitalization and Physicians' Services Benefits paying 80% of covered medical costs not otherwise provided, including limited psychotherapeutic treatment and certain convalescent nursing home care, subject to a calendar year deductible of $50 for one covered individual but not more than $100 deductible per family, with a maximum of $10,000 in a calendar year and $20,000 lifetime.

4. Include the following termination section in the new Insurance Agreements:

"This Agreement shall remain in effect until December 31, 1971 and thereafter subject to the right of either party on 120 days' written notice served on or after September 3, 1971 to terminate this Agreement."

APPENDIX D

SUB PLAN EFFECTIVE JANUARY 1, 1969

1. In the formula for calculating Weekly Benefits, increase 24 hours to 26 hours, increase the $37.50 maximum applicable to Weekly Benefits to $52.50, and increase the $60.00 maximum applicable to Weekly Benefits to $80.00.

2. Earnings Protection

The parties will study and develop an arrangement to protect a level of earnings for hours worked by employees with particular emphasis on employees displaced in technological change. The study will be completed on or before June 30, 1969, and the most suitable plan will be adopted, with payments to begin for the three months beginning August 1, 1969. The arrangement is to be part of the SUB Plan and is to be designed to cost not more than 2¢ per hour worked. These benefits will be provided only to the extent they do not interfere with provision of the regular benefits of the SUB Plan.

3. Change the financing arrangement in the SUB Plan as follows:

a. For any contribution month starting with January, 1969, raise the maximum hourly obligation to 10.5¢.

b. For each contribution month starting with January, 1969, up to 5.5¢ per hour out of any amount by which the accruals to the finances of the SUB Plan are less than 10.5¢ for each hour worked in such month shall be added to ACL.

APPENDIX E

Incentives

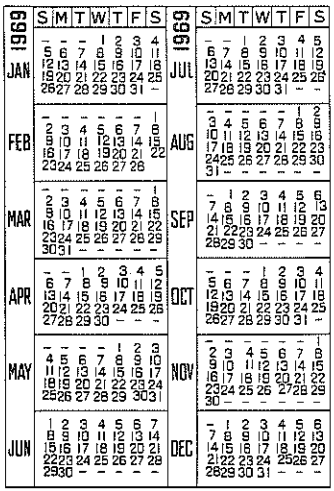
The Company and the Union agree that the following procedures will be followed at the Latrobe Steel plant in Latrobe, Pennsylvania regarding incentives:

1. Between August 1, 1968 and July 31, 1970 the Company will review all present incentive plans and where appropriate, and practicable, revise them in accordance with the provisions of Section III, D and E of the Agreement. During this period, those employees presently covered by incentives, whose earnings under the appropriate incentive plan are less than 10¢ per hour, will be paid an allowance which will provide earnings of 10¢ per hour.

2. By July 31, 1971, the Company will develop and install incentives covering an additional 200 employees, the positions to be covered to be determined by mutual agreement between the Company and the Union. Between July 31, 1970

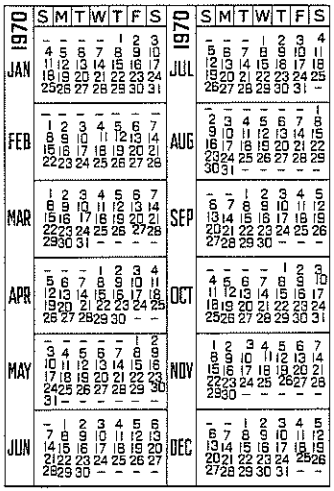
and July 31, 1971, the individuals working on the positions to be covered shall be paid an allowance of 10¢ per hour until their incentive earnings exceed this amount.

3. The Joint Study Committee will review the results of the Basic Steel Incentive Study and apply appropriate changes by mutual agreement and also by mutual agreement establish additional jobs to be covered by Appendix E, paragraph 2.



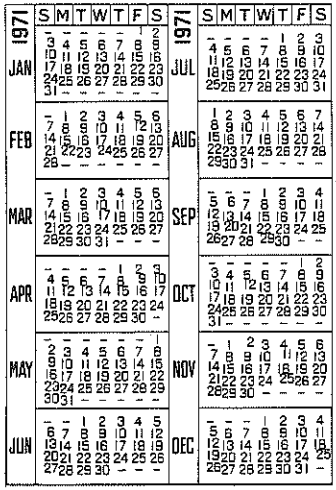
1969	S	M	T	W	T	F	S
JAN	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	–
FEB	–	–	–	–	–	–	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	–
MAR	–	–	–	–	–	–	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	–	–	–	–	–
APR	–	–	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	–	–	–
MAY	–	–	–	–	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
JUN	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	–	–	–	–	–

1969	S	M	T	W	T	F	S
JUL	–	–	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31	–	–
AUG	–	–	–	–	–	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	–	–	–	–	–	–
SEP	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	–	–	–	–
OCT	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	–
NOV	–	–	–	–	–	–	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	–	–	–	–	–	–
DEC	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	–	–	–



1970	S	M	T	W	T	F	S
JAN	–	–	–	–	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
FEB	–	–	–	–	–	–	–
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
MAR	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	–	–	–	–
APR	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	–	–
MAY	–	–	–	–	–	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	–	–	–	–	–	–
JUN	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	–	–	–	–

1970	S	M	T	W	T	F	S
JUL	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	–
AUG	–	–	–	–	–	–	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	–	–	–	–	–
SEP	–	–	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	–	–	–
OCT	–	–	–	–	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
NOV	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	–	–	–	–	–
DEC	–	–	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31	–	–



1971	S	M	T	W	T	F	S
JAN	–	–	–	–	–	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	–	–	–	–	–	–
FEB	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	–	–	–	–	–	–
MAR	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	31	–	–	–
APR	–	–	–	–	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	–
MAY	–	–	–	–	–	–	1
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31	–	–	–	–	–
JUN	–	–	1	2	3	4	5
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	–	–	–

1971	S	M	T	W	T	F	S
JUL	–	–	–	–	1	2	3
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
AUG	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	–	–	–	–
SEP	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	–	–
OCT	–	–	–	–	–	1	2
	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	–	–	–	–	–	–
NOV	–	1	2	3	4	5	6
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	–	–	–	–
DEC	–	–	–	1	2	3	4
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	–