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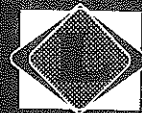
BASIC AGREEMENT

BETWEEN

LATROBE STEEL COMPANY

AND THE

*UNITED STEELWORKERS
OF AMERICA*



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AGREEMENT

This Agreement dated May 4, 1994, 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 12:01 a.m., May 4, 1994.

The Union having been designated the exclusive collective bargaining representative of the employees of the Company, the Company recognizes the Union as 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.

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.

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, religion, sex, disability or national origin. Wherever in this Agreement the male gender is used, it shall also be interpreted to mean the female gender.

SECTION I — 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 IX - Adjustment of Grievances, including arbitration if necessary.

3. When the Company 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. The Company shall, on request, furnish to the Union reasonable information to permit determination or questions of compliance with this provision.

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 such 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 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 Company 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 each pay of such employee each month or vacation pay and thereafter during the existence of such assignment, one-half (1/2) of the monthly amount of his Union dues for the preceding month; and, the Company shall also deduct one-half (1/2) of the monthly amount any assessments against the employee which shall be general and uniform among employees who shall at the time be members of the Union, and, if owing by the employee, 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.

9 4. 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 (2) months. The International Secretary-Treasurer of the Union shall be provided with a list of those employees for whom double deduction has been made.

10 D. The provisions of Subsections B. and C. shall be effective in accordance and consistent with applicable provisions of Federal Law.

E. Indemnity Clause

11 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. Supervisors Working

12 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:

- 13 1. experimental work;
- 14 2. demonstration work performed for the purpose of instructing and training employees;
- 15 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. 16

17 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.

G. Contracting Out

18 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:

19 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.

20 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.

21 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, the Company 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 (4) persons half of whom shall be members of the bargaining unit and designated by the District Director of District 15 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.

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5. Before the Company finally decides to contract out a significant item of work which comes within the scope of this Section G. and which is work to be performed within the plant, the Union committee members will be notified. Such notice will be given in advance of the final decision to contract out the work except where emergency requirements prevent such timely notice. Such notice shall be in writing and shall be sufficient to advise the Union members of the committee of the location, type, scope, duration and timetable of the work to be performed so that the Union members of the committee can adequately form an opinion as to the reasons for such contracting out. Should the Union committee believe discussion to be necessary, they shall so request the Company in writing within five (5) days (excluding Saturdays, Sundays, and holidays) after receipt of such notice and such a meeting shall be held within three (3) 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. At such meeting, the parties should review in detail the plans for the work to be performed and the reasons for contracting out such work. The Company members of the committee shall give full consideration to any comments or suggestions by the Union members of the committee and to any alternate plans proposed by Union members for the performance of the work by bargaining unit personnel. Except in emergency situations such discussions, if requested, shall take place before any final decision is made as to whether or not such work will be contracted out. 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 (30) calendar days from the date of the Company's notice a complaint relating to such matter may be filed under the complaint and grievance procedure. Should the Company fail to give notice as provided above, then not later than thirty (30) calendar days from the date of the commencement of the work a

complaint relating to such matter may be filed under the complaint and grievance procedure.

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6. It is the intent of the parties that the members of the Joint Plant Contracting Out Committee shall engage in discussions of the problem involved in this field in a good-faith effort to arrive at mutual understanding so that disputes and complaints can be avoided. If either the Company or Union members of the committee feel that this is not being done, they may appeal to the District Director of the Union who has jurisdiction of the plant and the appropriate representative of the Company for review of the complaint about the failure of the committee to properly function. Such appeal shall result in a prompt investigation by the District Director or his designated representative and the Company representative designated for such review. This provision should in no way affect the rights of the parties in connection with the processing of any complaint relating to the subject of contracting out.

SECTION II — MANAGEMENT

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The management of the works and the direction of the working forces, including any of the rights, powers, functions or authority which the Company had prior to the signing of this Agreement, or any agreement with the Union, as well as but not limited to, 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 are retained by the Company, except as those rights, powers, functions or authority are specifically abridged or modified by this Agreement or any amendment to this Agreement arrived at through the process of collective bargaining.

SECTION III -- STRIKE AND LOCKOUTS

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The Union agrees there shall be no interruption or impeding of the work such as but not limited to slowdown, concerted absenteeism, work stoppage, strike or other interferences with production during the life of this Agreement. The Company agrees there shall be no lockout

of employees during the life of this Agreement.

SECTION IV -- WAGES

A. Standard Hourly Wage Scale

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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 August 1, 1968, and August 1, 1971, (hereafter referred to as the Manual) which is hereby made a part of this Agreement, except that the manuals master job classifications will be used in conjunction with Latrobe Steel jobs currently in effect to clarify new, changed or combined jobs.

B. Application of the Standard Hourly Wage Scale

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

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

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

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b. An intermediate rate at a level two (2) job classes below the standard rate; and

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c. A starting rate at a level four (4) job classes below the standard rate, is established for each of the following repair and maintenance trade or craft jobs:

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Bricklayer	Mechanical Repairer
Carpenter	Electronic Repairer
Electrician	Roll Turner
Instrument Repairer	Mobile Equipment
Machinist	Repairer

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 (7) to twelve (12) months: One (1) learner period classification at a level two (2) job classes below the job class of the job.

b. Thirteen (13) to eighteen (18) months: A first learner period classification at a level four (4) job classes below the job class of the job, and a second learner period classification at a level two (2) job classes below the job class of the job.

c. Nineteen (19) months: A first learner period classification at a level six (6) job classes below the job class of the job; a second learner period classification at a level four (4) job classes below the job class of the job; and a third learner period classification at a level two (2) job classes below the job class of the job.

d. At any time during the learner periods an employee progresses to where he is performing the full scope of the job, he may then be moved to the full rate of the job without necessarily going through the time periods.

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

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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.

C. Description and Classification of New or Changed Jobs

In the interest of the effective administration of 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 (3) employees designated by the District Director of the Union shall be established in the plant.

The August 1, 1971, Job Description and Classification Manual along with Latrobe Steel jobs currently in effect will be used in conjunction with the Manuals Master Job Classifications to classify new or changed jobs, in accordance with the following procedure.

This procedure is not to be construed or interpreted in any way as a license for any review of job descriptions and classifications currently in effect except as provided below:

1. All new jobs, including trade or craft jobs, established on or after August 1, 1971, shall be classified by the provisions set forth in the Manual.

2. All jobs that are changed in job content (requirements of the job as to training, skill, responsibility, effort or working conditions) on or after August 1, 1971, shall be reclassified only in those factors affected by the change, using only Section V of the Manual - "The Basic Factors and Instructions for Their Application" and Section VI of the Manual - "Conventions for Classification of Designated Jobs" where

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applicable. When and if the net total of the changes in the factors affected equals less than one (1) full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to enable a subsequent adjustment of the job description and classification for an accumulation of small job content changes. When and if the net total of the changes in the factors affected, or the accumulation of such changes, equals a net total of one (1) full job class or more, a new job description and classification for the job shall be established in accordance with item 1. above.

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

4. When and if from time to time the Company at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort and working conditions) of an existing job to the extent of one (1) 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. The Company will develop a description and classification of the job in accordance with the provisions of the Manual.

b. The proposed description and classification will 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 classi-

fication shall be sent to a designated representative of the International Union.

c. If the Company and Plant Union Committee are unable to agree upon the description and classification within fifteen (15) calendar days after proposed description is submitted to the Plant Union Committee, the Company 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 thirty (30) calendar 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. Such grievance is to be processed in accordance with the provisions of Section IX-Adjustment of Grievances, commencing with Step 3. Prior to the Step 3 Meeting, the Plant Union Committee and the Company representative shall prepare and mutually sign a stipulation setting forth the factors and factor codings which are in dispute, a copy of which shall be sent to a designated representative of the Company and the designated representative of the International Union. If the grievance is submitted to arbitration, the issue shall be limited to the factors stipulated 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. In the event the parties fail to agree as provided, and no appeal to arbitration is made within the time provided, the classification as prepared by the Company shall be deemed to be approved.

d. In the event the Company does not develop a new job description and classification, the Plant Union Committee may file a grievance in Step 2 under the grievance and arbitration procedures of this Agreement requesting

that a job description and classification be developed and installed in accordance 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.

D. 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 incentive earnings, 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 a direct incentive job as defined below 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. A new direct incentive, a replacement direct incentive, or an adjusted direct incentive shall be designed to provide an incentive earnings opportunity of 35% when the employee is working at a 35% incentive effort.

a. Direct Incentive Jobs - Jobs which directly affect or control the rate of output or efficiency of equipment, shall be considered direct incentive jobs.

3. It is further understood that certain other jobs or service operations may not provide nor require full incentive effort and thus an incentive earnings opportunity of less than 35% shall be equitable compensation for work performed.

These jobs or service operations shall be called "Indirect Incentive Jobs" and "Secondary Indirect Incentive Jobs" and defined as follows:

a. Indirect Incentive Jobs - Jobs which indirectly contribute to the control of output or efficiency of equipment, shall be considered indirect incentive jobs. Indirect Incentives shall be designed to provide an incentive earnings opportunity equivalent to 67% of the earning opportunities provided by the Direct Incentive Job or Jobs to which it is related. If the Indirect Incentive Jobs are not related to Direct Incentive Jobs, the incentive shall be designed to provide earning opportunities 23% above the Incentive Calculation Rate.

b. Secondary Indirect Incentive Jobs - Jobs which are covered by incentive and do not qualify for direct or indirect incentives as defined above shall be considered secondary indirect incentive jobs. Secondary Indirect Incentives shall be designed to provide an incentive earnings opportunity equivalent to 33% of the earning opportunities of the Direct Incentive Job or Jobs to which it contributes or 50% of the earning opportunities of the Indirect Incentive Job or Jobs to which it contributes. If the Secondary Indirect Incentive Jobs do not contribute to the performance of any Direct or Indirect Incentive Jobs, the incentive shall provide earnings opportunities of 12% above the Incentive Calculation Rate. The above percentage figures are not statements of the actual percentage earnings an incentive must produce consistently to be equitable. They relate not to average earnings but to earnings opportunity.

4. The Appendix A-1 Standard Hourly Wage Rate plus the applicable hourly additive will establish minimum guaranteed hourly rates 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 multiply-

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ing 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 minor adjustments, major adjustments where the incentive is suspended and cancellation and replacement 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, materi-

als processed or quality or manufacturing standards. Such adjustments shall apply only to elements affected and will be installed upon completion of investigation. The amount of change shall be measured in accordance with the original development of the incentive and only those elements affected will be changed.

b. When such new or changed conditions as defined in paragraph 3.a., above, are of such magnitude that the Company determines the plan must be suspended for a period of time to accomplish the adjustments, an interim allowance as defined in 6., below, shall be installed.

c. The change of the adjusted standards established pursuant to 3.a.-b., above, may be challenged by the affected employee(s) through the grievance procedure in accordance with E. 5.d., below.

d. When such new or changed conditions as defined in paragraph 3., above, are of such magnitude that the Company determines that replacement of the incentive is required, the Company shall cancel the existing incentive and replace it with a new incentive in accordance with the procedure set forth in Section IV - D.2. and 3. and Section IV - E.5.

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

a. The Company will develop the proposed incentive.

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. The Company 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.

81 c. Should agreement not be reached as to its installation, the proposed incentive may be installed by the Company and the employee or employees affected may at any time after thirty (30) calendar days, but within sixty (60) calendar 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.

82 d. In the event the Company does not adjust the incentive or develop an incentive as provided above, the employee or employees affected may within thirty (30) calendar days from occurrence 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.

83 5. Replacement incentives to replace existing incentives pursuant to Section IV - E.3. d., above, shall be established in accordance with the following procedure:

84 a. The Company will develop and install the replacement incentive as soon as practicable.

85 b. The replacement incentive will be submitted to the Grievance Committee for the purpose of notification, and the Company shall furnish such explanation of the replacement as shall reasonably be required to enable the Union representative to understand how the

new incentive was developed.

86 c. When an incentive is replaced pursuant to this section, and the Company determines the incentive that is being replaced must be cancelled before the replacement incentive is ready for installation, an interim allowance as defined in 6., below, shall be installed.

87 d. The employees affected may at any time after thirty (30) calendar days, but within sixty (60) calendar 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 IV - E.3.a., b. or d., above, and the decision of the arbitrator shall be effective as of the date when the adjusted incentive or the replacement incentive was put into effect.

88 e. In the event the Company does not adjust or replace an incentive as provided in Section IV - E.3.a., b. or d., above, the employee or employees affected may, within thirty (30) calendar days from the date the change is alleged to have occurred, 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.

89 6. When an incentive is adjusted or replaced pursuant to this section, it is recognized a period of time may be required to develop the operating integrity of the new equipment, manufacturing processes or methods, materials processed and quality or manufacturing standards before the adjusted or replacement incentive can be developed and installed. During the interim period between suspension or cancellation, development and installation of the adjusted incentive or the replacement incentive, 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 during the three (3) months preceding suspension or cancellation provided that the average pay period performance, as measured by the existing standards or production rates, during such three (3) month period is maintained. When the adjusted incentive or the replacement incentive is installed, the interim incentive earnings shall cease and incentive earnings shall be calculated under the adjusted or replacement incentive. As to any job which did not exist under the incentive prior to its adjustment or replacement the average percentage calculated for jobs which did exist shall apply under the same conditions.

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.

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.

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.

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.

2. In the event an employee is assigned temporarily, at the request or direction of the Company, 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.

I. Shift Differentials

1. For hours worked on the afternoon shift there shall be paid a premium rate of 30 cents per hour. For hours worked on the night shift there shall be paid a premium rate of 45 cents per hour.

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

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

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

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

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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. 100

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: 101

a. For hours worked which would fall in the prevailing day turn of the department, no shift differential shall be paid. 102

b. For hours worked which would fall in the prevailing afternoon turn of the department, the afternoon shift differential shall be paid. 103

c. For hours worked which would fall in the prevailing night shift of the department, the night shift differential shall be paid. 104

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. 105

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-half times the employee's regular rate of pay. 106

2. For the purpose of this provision, Sunday shall be deemed the twenty-four (24) hours beginning with the turn-changing hour nearest to 12:01 a.m., Sunday. 107

3. Sunday premium based on the minimum hourly wage rate shall be paid for reporting allowance hours. 108

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 non-overtime 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. 109

K. Cost of Living Adjustment

1. The cost of living adjustment, as calculated for the February 1, 1994 adjustment date pursuant to Paragraph K.2. of Section IV of the 1990 Basic Agreement, shall continue to be paid during the term of this Agreement on the same basis as it was paid at the end of the 1990 Basic Agreement. This cost of living adjustment shall apply to all hours actually worked, overtime premium hours and for any credited reporting allowance hours under Section V.E. of this Agreement, but shall not be considered a part of the employees' pay for any other purpose and shall not be used in the calculation of any other pay, allowance or benefit. 110

2. For purposes of this Subsection K: 111

a. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers CPI-W (Revised Series) - All Items (1967 = 100)" published by the Bureau of Labor Statistics, U.S. Department of Labor. 112

b. The Consumer Price Index Base shall be determined as follows: 113

(i) For the May 4, 1994, August 1, 1994, and November 1, 1994 and February 1, 1995 Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of December, 1993 published by the Bureau of Labor Statistics, multiplied by 105%. 114

(ii) For the May 1, 1995, August 1, 1995, and November 1, 1995 and February 1, 1996 Adjustment Dates, the Consumer Price Index 115

Base refers to the Consumer Price Index for the month of December, 1994 multiplied by 105%.

(iii) For the May 1, 1996, August 1, 1996, November 1, 1996 and February 1, 1997 Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of December, 1995, multiplied by 103%. 116

(iv) For the May 1, 1997 and August 1, 1997 Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of December, 1996, multiplied by 101.5%. 117

(v) For the November 1, 1997, and February 1, 1998 Adjustment Dates, the Consumer Price Index Base refers to the Consumer Price Index for the month of December, 1996. 118

c. "Adjustment Dates" are May 4, August 1 and November 1, 1994; February 1, May 1, August 1 and November 1, 1995; and February 1, May 1, August 1, and November 1, 1996; February 1, May 1, August 1, and November 1, 1997; and February 1, 1998. 119

d. "Change in the Consumer Price Index" is defined as the difference between (i) the Consumer Price Index Base (adjusted) and (ii) the Consumer Price Index for the second calendar month next preceding the month in which the applicable Adjustment Date falls, provided, however, that in no event shall any part of such Consumer Price Index which exceeds the Consumer Price Index Base (without the applicable multiplier) multiplied by 106% be used for making any adjustment for any adjustment date. 120

e. "Cost of Living Adjustment" is calculated as below and adjustments will be made for the three-month period commencing with the Adjustment Date. 121

2. Effective on each adjustment date, a cost of 122

living adjustment equal to 1 cent per hour for each full .3 of a point change in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next adjustment date. In calculating the adjustments for May, 1995, August, 1995, November, 1995, and February, 1996, there shall be added to the amount calculated in the previous sentence an amount equal to the cost-of-living adjustment, if any, which was payable on February 1, 1995. In calculating the adjustments for May, 1996, August, 1996, November 1996, and February, 1997, there shall be added to the amount calculated above an amount equal to the cost-of-living adjustment, if any, which was payable on February 1, 1995 and February 1, 1996. In calculating the adjustments for May 1, 1997, August 1, 1997, November 1, 1997, and February 1, 1998, there shall be added to the amount calculated above an amount equal to the cost-of-living adjustment, if any, which was payable on February 1, 1995, February 1, 1996 and February 1, 1997.

3 a. During the first three (3) years of this Agreement, the amount of the the cost-of-living adjustments, if any, as calculated above, will be paid only in a lump sum, by separate check, in the quarter subsequent to May 1, 1995, May 1, 1996 and May 1, 1997. 123

b. The lump sum payments, if any, of the cost-of-living adjustment as provided above shall not be used in the calculation of any other pay, allowance, or benefit, regardless of any provision in this or any other Agreement providing for such benefits. 124

c. The cost of living adjustment, for the adjustment dates on and after May 1, 1997, shall be an "add-on" and shall not be part of the employee's Standard Hourly Wage Scale Rate. Such adjustment shall be payable only for hours actually worked and for reporting allowance and shall be included in the calculation of overtime premium but shall not be part of the employee's pay for any other purpose and shall not be used in the calculation of any other pay, allowance or benefit. 125

4. Should the Consumer Price Index, in its present form and on the same basis (including composition of the "Market Basket" and "Consumer Sample") as the last index published prior to May 4, 1994, become unavailable, the parties shall attempt to adjust this Section K. or, if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as of the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce as nearly as possible the same result as would have been achieved using the index in its present form.

5. If the Consumer Price Index falls below the Consumer Price Index Base, there shall be no cost of living adjustment.

L. Meal Allowance

A meal allowance of \$3.00 will be paid in accordance with the following work schedules.

When an employee works four (4) or more hours of overtime immediately following eight (8) hours of straight time or overtime.

No meal allowance will be paid when the four (4) hours precede the employee's normal eight (8) hour schedule or when the employee is notified in advance of the overtime schedule.

M. Earnings Protection Plan

1. Purpose

The purpose of the Earnings Protection Plan (EPP) is to protect a level of earnings for hours worked by employees, with particular emphasis on employees displaced in technological change, through provision of a benefit to be known as a Quarterly Income Benefit (QIB) which, when added to an employee's average earnings for hours worked in a quarter, will increase such average earnings to a specified percentage of the employee's average earnings for hours worked during a base period preceding such quarter.

2. Definitions

When used in the EPP or in any agreement relating thereto, the following terms are intended to have the meaning set forth below:

"Average Earnings" — Average straight time hourly rate of earnings, determined by dividing total earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) for all hours worked by the number of hours worked.

"Base Period" — A.) The pay periods paid in the calendar year preceding the benefit quarter. B.) For employees with twenty (20) or more years of continuous service, the pay periods paid in the second calendar year preceding the benefit quarter, or A. above whichever is greater.

"Base Period Rate" — The average earnings for the base period, plus the amount per straight time hour worked of any QIB paid for straight time hours worked in the base period.

"Benefit Quarter" — The pay periods paid in a calendar quarter with respect to which benefit determinations are to be made.

"Benefit Quarter Rate" — The average earnings for the benefit quarter.

"Eligible Employees" — Employees who have two (2) or more years of continuous service (as determined under the Company's non-contributory pension plan) as of the end of the benefit quarter and who have worked 160 or more hours during the base period.

3. Quarterly Income Benefits

a. Each eligible employee shall receive QIB, subject to all the provisions of the EPP, for any benefit quarter for which his benefit quarter rate does not equal or exceed 85% of his base period rate except for employees with twenty (20) or more years of continuous service, the benefit quarter rate is extended to 90%.

b. The amount of the QIB for an employee shall be determined with reference to the hours worked by him in the benefit quarter by multiplying (i) the sum of the number of such hours paid for at straight time plus 1.5 times the number of such hours paid for at overtime rates by (ii) the amount, if any, by which his benefit quarter rate was less than 85% (90% as provided in a. above) of his base period rate; subject to the provisions of c. and d. below	140	sonably attainable.	
		(3) Any occurrence which would disqualify the employee from a Weekly Benefit pursuant to paragraph 3.5.c.(1), (2) or (3) of the SUB Plan.	146
		b. If an employee quits or is discharged, no QIB shall be payable for the benefit quarter in which such quit or discharge occurs.	147
		5. General	
c. In determining the amount of a QIB, the base period rate and the benefit quarter rate shall be appropriately adjusted to neutralize the effect of any general wage increase or decrease occurring after the start of the base period.	141	a. Any QIB payable in accordance with the terms of this plan shall be paid promptly after the end of the benefit quarter for which it is payable, shall be considered wages for the purposes of any applicable law, and shall be included in calculating earnings for the purposes of the Company's non-contributory pension plan and vacations, but not for the SUB Plan or any other purpose. For the purposes above provided, the QIB shall constitute wages for the calendar quarter in which it is paid.	148
d. Any QIB otherwise payable shall be adjusted to the extent necessary to avoid a payment under this plan which would duplicate a payment under a worker's compensation or occupational disease law or under any other arrangement which provides an earnings supplement.	142		
4. Disqualification		b. All benefits payable under the EPP shall be paid by the Company.	149
a. An employee shall not be paid any QIB for any benefit quarter if it is determined that his benefit quarter rate was significantly lower than it otherwise would have been because of any of the following (occurring in or before such benefit quarter):	143	c. Disputes arising under the EPP shall be processed under the procedure applicable to disputes arising under the SUB Plan.	150
(1) Assignment at his own request or due to his own fault to a job with lower earning opportunities or failure to accept assignment, or to assert assignment rights, to a job with higher earning opportunities; except in the case of assignments related to the manning of a new facility or other situations where it is clear from the surrounding circumstances that such event should not affect eligibility for a QIB.	144	N. Safety Shoe Allowance	
		Each employee, other than probationary employees, will receive during the term of this Agreement two allowances up to \$70.00 per pair of metatarsal or non-metatarsal equipped safety shoes each toward the purchase of safety shoes for wear at the plant.	151
		The first allowance will be paid between May 4, 1994 and April 30, 1996. The second allowance will be paid between May 1, 1996 and May 2, 1998.	152
(2) Lower average performance under any applicable incentive than that which was rea-	145	To be eligible for the allowance for safety shoes purchased outside the Company, each employee	153

must provide proof of purchase.

This benefit is in lieu of and supersedes any local practice or agreement to pay for shoes or metatarsals.

SECTION V — HOURS OF WORK

A. Scope

This section defines the normal hours of work and shall not be considered 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 Workday

The normal workday shall be eight (8) hours of work in a 24-hour period. The hours of work shall be consecutive.

C. Normal Workweek

The normal workweek shall be five (5) consecutive workdays, 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 workday 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.

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 Company may, at the written 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 the Company. Employees

shall be given preference for schedules in accordance with their seniority.

2. All employees shall be scheduled on the basis of the normal workday and workweek except where:

a. such schedules regularly would require the payment of overtime;

b. deviations from the normal workday and workweek are necessary because of breakdowns or other matters beyond the control of the Company;

c. schedules deviating from the normal workday and workweek are established by agreement between the Executive Board of the Union and the Committeeman of the department involved and the Company; 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 practice.

4. Schedules may be changed by the Company any time provided, however, indiscriminate changes shall not be made in such schedules, provided further 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 the Company.

5. Should changes be made in schedules contrary to the provisions of paragraph 4., above, so

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that an employee is laid off on any day within the five (5) scheduled days and is required to work on what would otherwise have been the sixth or seventh work day 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 VI - 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 (4) 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 four (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 four (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 four (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 the Company, breakdown of equipment, government requirements or acts of God which 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 four (4) hours as provided in paragraph 1., above; or

d. the Company gives reasonable notice of change in scheduled reporting time or that an employee need not report.

F. Allowance for Jury Service

An employee who is called for jury service or 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 premium) 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.

G. Funeral Leave

When death occurs to an employee's legal spouse or child (including step-child when the step-child has lived with the employee in an immediate family relationship), an employee, upon request, will be excused and paid for up to a maximum of five (5) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within a five (5) consecutive calendar day period; provided, however, that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral. When death occurs to an

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employee's mother, father, mother-in-law, father-in-law, brother or sister, grandparents and grandchildren (including stepfather, stepmother, stepchildren, stepbrother or stepsister when they have lived with the employee in an immediate family relationship), an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within a three (3) consecutive calendar day period; provided, however, that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral. Payment shall be eight (8) 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.

H. Paid Lunch Period

Employees will receive a 20-minute paid lunch period. This 20-minute lunch period is not to interfere with production needs of the department.

SECTION VI — OVERTIME

A. Purpose

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

2. It is the policy of the Company insofar as practicable, to restrict production work to the regular established normal workday and workweek, and the Company agrees that in making requests for overtime work outside of the regular established normal 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 overtime unit on the shift is available. If all qualified employees in the overtime unit on the shift decline the overtime or holiday work, the qualified employee with the least seniority in the overtime unit on the shift shall be assigned the work, unless he is able to obtain a qualified replacement in the seniority unit on the shift. Overtime shall be distributed pursuant to overtime practice outlined in Subsection E., below.

B. Definitions of Terms

1. The payroll week shall consist of any seven (7) consecutive days used by the Company for computing the pay of employees (which may or may not coincide with a week beginning at 12:00 midnight Sunday, or at the turn-changing hour nearest to that time). 178

2. The workday for the purposes of this section is the 24-hour period beginning with the time the employee begins work. 179

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

C. Condition Under Which Overtime Rates Shall Be Paid

1. Overtime rates shall be paid for: 181

a. Hours worked in excess of eight (8) hours in a workday; 182

b. Hours worked in excess of forty (40) hours in a payroll week; 183

c. Hours worked on the sixth or seventh workday in a payroll week during which work was performed on five (5) other workdays. Hours not worked on the five (5) other days due to personal absences shall not be counted 184

as hours worked;

d. Hours worked in connection with "continuous and/or rotating schedules" on the sixth or seventh workday in 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 V - Hours of Work; provided that on shift changes, the seven (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 Section V - 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 (8) hours on his first shift, provided that his failure to work eight (8) hours on his first reporting was not caused by any of the factors mentioned in Section V - E.2. for purposes of disqualifying an employee for reporting allowance.

D. Non-Duplication

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 V 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 Section VI - C.1. c. above and hours worked on a holiday shall be counted for the purpose of calculating overtime under the provisions of Section VI - C.1.a., above.

E. Overtime Distribution

1. Sixth and Seventh Days Overtime 189

a. Overtime will be offered to the senior qualified employees in the overtime seniority unit* who worked on the same shift preceding the sixth or seventh day. 190

b. In the case of crew configuration, overtime will be offered to the crew that worked the shift and unit preceding the sixth and seventh day (Mills, Presses and PFF). 191

2. Unscheduled Overtime 192

Non-crew Units:

a. Four (4) hours or less, overtime will be offered to the senior qualified employee in the overtime seniority unit who worked the shift preceding the overtime assignment. 193

b. Over four (4) hours, overtime will be offered to the most senior qualified employee in the overtime seniority unit who is available for such assignment or may be offered equally between the senior qualified employees from the respective shifts in the overtime seniority unit; one (1) from the preceding shift and one (1) from the succeeding shift. Such method shall be at the discretion of the Company. 194

c. Four (4) hours or less preceding the first shift of new workweek or preceding a shift during the weeks where the work to be performed cannot be done immediately following the preceding shift, overtime will be offered to the senior qualified employee in the overtime seniority unit whose regular shift follows. 195

Crew Units

a. Four (4) hours or less, overtime will be offered to the crew that worked the unit preceding the overtime assignment. 196

b. Over four (4) hours, overtime will be offered to the crew on the preceding shift that worked the unit, or may be assigned equally between the preceding shift and the succeeding shift crew, that worked the unit. Such method shall be at the discretion of the Company.	197
3. If all senior qualified employees offered overtime opportunity do not accept the overtime, overtime will be assigned to the junior qualified employee in accordance with A.2. hereof.	198
4. Temporary Vacancies	199
a. Temporary vacancies will be handled in accordance with Section VIII-F.	200
5. Holiday Overtime	201
a. Assigned in accordance with 1. and 2. above.	202
6. No employee shall have the right to bump between shift to claim overtime.	203

*The seniority units as defined in Section VIII - K. - Seniority Units of the Basic Agreement have in some departments been divided into smaller units for the purpose of overtime assignments. The smaller units are designated "overtime seniority units" and are identified in Appendix B attached.

SECTION VII — VACATIONS

A. Eligibility

1. To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must:	205
a. have one (1) year or more of continuous service; and	206
b. not have been absent from work for six (6) consecutive months or more in the preceding calendar year; except that in the case of an	207

employee who completes one (1) year of continuous service in such calendar year, he shall not have been absent from work for six (6) consecutive months or more during the twelve (12) months following the date of his original employment; provided, that an employee with more than one (1) 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 (1) week's vacation with pay in such year if he shall not have been absent from work for six (6) consecutive months or more in the twelve (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.	208
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 VIII - Seniority, of this Agreement, except that there shall be no accumulation of service in excess of the first two (2) 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 VIII - Seniority) in the calculation of service for vacation eligibility.	209
4. Any employee otherwise entitled to a regular vacation pursuant to this Agreement in the calendar year in which he retires under the terms	210

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. Except as provided in Section VII, Subsection B.1.d. below, 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 17 years	3 weeks
17 years but less than 25 years	4 weeks
25 years or more	5 weeks

b. A one (1) week's vacation shall consist of seven (7) consecutive days, a two (2) week's vacation of fourteen (14) consecutive days, a three (3) week's vacation of twenty-one (21) consecutive days, a four (4) week's vacation of twenty-eight (28) consecutive days, and a five (5) week's vacation of thirty-five (35) consecutive days; provided, however, that in the event the orderly operations of the plant require, the two (2) week's vacation may be scheduled in two (2) periods of seven (7) consecutive days each and the three (3) week's vacation may be scheduled in two (2) periods of seven (7) and fourteen (14) consecutive days, or with the consent of the employee, in

three (3) periods of seven (7) consecutive days each and the four (4) week's vacation may be scheduled in two (2) periods of fourteen (14) consecutive days each or in two (2) periods of seven (7) and twenty-one (21) consecutive days or, with the consent of the employee in three (3) periods of seven (7), seven (7) and fourteen (14) consecutive days, or in four (4) periods of seven (7) consecutive days and the five (5) week's vacation may be scheduled in two (2) periods of fourteen (14) and twenty-one (21) consecutive days, or two (2) periods of seven (7) and twenty-eight (28) consecutive days, or with the consent of the employee any combination of seven (7) consecutive day periods totalling thirty-five (35) 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 (2) weeks.

C. Return from Vacation

1. Notwithstanding any provisions of Section VIII - 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.

D. Vacation Scheduling

1. The vacation period shall be from January 2, 1995 through December 31, 1995 in the vacation year 1995, and from January 1, 1996 through January 5, 1997 in the vacation year 1996, January 6, 1997 through January 4, 1998 in the vacation year 1997, January 5, 1998 through January 3, 1999 in the vacation year 1998.

2. Promptly after the Union is notified of the Company's intention regarding a plant shutdown for vacation, each eligible employee shall be requested to specify the vacation period the

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employee desires for regular vacation. Such request will be made in writing (not later than fifteen (15) calendar 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 periods is exclusively reserved to the Company in order to insure the orderly operation of the plant. Vacation scheduling will be completed by the first working day in January of each year except as provided in Paragraph 4. hereof.

3. It is understood and agreed that the plant or any department thereof may be shutdown for one (1) or two (2) week periods during the ten (10) consecutive week period commencing with the calendar week in which June 15 occurs and the Christmas week defined as follows: In 1994, the week beginning with December 25; in 1995, the week beginning with December 24; in 1996, the week beginning with December 22; and in 1997, the week beginning with December 21. 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 November 1 if the Company intends to shutdown for vacation during the succeeding vacation year 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.

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 the Company that a period is being allotted as the employee's vacation period but that the employee has the right within fourteen (14) calendar days to request some other vacation period. If any such employee notifies the Company in writing, within fourteen (14) calendar days after

such notice is sent, that the employee desires some other vacation period, the employee shall be entitled to have vacation scheduled in accordance with the foregoing Paragraph 2.

5. Time lost by an employee for a period of at least an entire payroll week due to the necessity of reducing the working force or due to bona fide sickness or injury after exhausting Sickness and Accident 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.

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

E. Reports

From time to time during the term of this Agreement 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.

F. Vacation Pay

1. Regular Vacation

Each employee granted vacation will be paid in accordance with the following:

a. At the employee's average rate of earnings per hour (as determined by dividing total earnings earned for hours worked in the calendar year preceding the vacation year by actual hours worked times the average hours worked per week in the calendar year preceding the vacation year). In no event shall credit for

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hours worked be less than forty (40) hours per week. In determining total earnings earned for any calendar year, the standard hourly wage scale rates for incentive and non-incentive jobs as set forth in Appendix A and Appendix A-1 shall be used. For earnings earned between January 1, 1994 and May 3, 1994, Appendix A and Appendix A-1 of the 1990 Basic Agreement shall be used.			
2. Vacation pay computed prior to a general wage increase or decrease for a vacation or portion thereof scheduled after such wage increase or decrease in such year shall be adjusted for such increase or decrease in such year.	226		
3. 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 spouse or his estate.	227		
4. In the event of a war or other National emergency, or Federal legislation designed to reduce the normal workweek below forty (40) hours, either party may notify the other of a desire to negotiate with respect to an appropriate modification of this plan or its termination. In the event of failure to agree within one hundred twenty (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.	228		
			continuous service in such cases.
		2.	In recognition, however, of the responsibility of the Company for the efficient operation, it is understood and agreed that in all cases of:
			a. Promotion (except promotions to positions excluded under the definitions of "employees" in Section I - Recognition) the following factors as listed below shall be considered:
			(1) continuous service and ability to perform the work.
			(2) physical fitness.
			b. Decrease in forces or rehiring after layoffs, the following factors as listed below shall be considered:
			(1) continuous service and ability to perform the work.
			(2) physical fitness.
			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. 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.

SECTION VIII — 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	229		
			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.

2. Continuous service shall be broken by: 239
- a. Voluntarily quit. 240
- b. Absence due to discharge, termination or suspension, any of which continues for more than six (6) months; and unrenewed leave of absence for thirty (30) days. 241
- c. Termination in accordance with Section XIV - Severance Allowance. 242
- 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. 243
- 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 (2) years and for an additional period equal to (1) three (3) years or (2) the excess, if any, of his length of continuous service at commencement of such absence over two (2) years, whichever is less. Any accumulation in excess of two (2) years during such absence shall be counted, however, only for purposes of this Section VIII 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 (2) years, the employee must give the Company annual written notice that he intends to return to employment when called, if the Company at least thirty (30) calendar days prior thereto has mailed him a notice at the most recent address furnished by him to the Company that he must file such notice. 244
- 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 thirty (30) days after final payment of statutory 245

compensation for such disability or after the end of the period used in calculating a lump sum payment.

g. If his employment shall be terminated by the Company, because he shall have been absent from work for ten (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. 246

3. Notwithstanding the provisions of subparagraph e. above, any employee whose continuous service was or would be broken after May 1, 1983 pursuant to the provisions of subparagraph e., above or Section VIII, Paragraph B., subparagraph 2.e. of the 1980 Basic Agreement shall nevertheless continue to accumulate continuous service but only during the term of this Agreement. Any such accumulation shall be counted only for the purpose of this Section VIII and shall not be counted for any other purpose under this or any other agreement between the Company and the Union. The provisions of Section VIII - C. of this Agreement shall apply to any such employee whose continuous service would be broken except for the provisions of this paragraph and who thereafter may be recalled. At the termination of this Agreement, the continuous service of any such employee who has not been recalled during the term of this Agreement shall be broken. 247

4. Effective January 1, 1991, any employee who was absent from work in excess of two years because of layoff or physical disability and who thereafter was returned to work shall have his plant continuous service adjusted to the date set forth on the list that has been provided to the Union. 248

C. Probationary Employees

New employees and those hired after a break in continuity of service will be regarded as probationary employees for the first 520 hours of actual work and will receive no continuous service credit during such period. Probationary 249

employees may initiate complaints under this Agreement but may be laid off or discharged as exclusively determined by the Company; provided that this will not be used for purposes of discrimination because of race, color, religion, national origin, disability, or sex or because of membership in the Union. Probationary employees continued in the service of the Company subsequent to the first 520 hours of actual work shall receive full continuous service credit from date of original hiring.

D. Seniority with Respect to Non-Bargaining Unit Occupations

250 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 sixty (60) calendar day period, he shall forfeit all accumulated seniority in the bargaining unit.

251 2. During the sixty (60) calendar day trial period, the job he left will be temporarily filled in accordance with Paragraphs A. and F. of this section.

252 3. When an employee is transferred to a temporary vacancy outside the bargaining unit jobs, he shall, during the first four (4) months following such transfer, have the right to return to the job he left with accumulated department and plant seniority. Following the expiration of the four (4) month period, he shall forfeit all accumulated seniority in the bargaining unit.

E. Posting of Job Openings

253 1. When a vacancy develops, or is expected to develop (other than a temporary job or a job of less than thirty (30) calendar days duration) in the promotional line in any seniority unit, the Company 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.

254 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 the Company at the plant.

255 3. The Company 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.

F. Temporary Vacancies

256 1. Vacancies of fourteen (14) calendar days or less, excluding temporary vacancies resulting from vacations, shall be considered temporary vacancies. Temporary vacancies may or may not be filled as determined by the Company. If the Company chooses to fill a temporary vacancy it shall be filled by any means at the Company's discretion.

257 2. Temporary vacation vacancies or temporary vacancies that exceed fourteen (14) calendar days but are less than thirty (30) calendar days duration, the Company shall to the greatest degree consistent with the efficiency of the operation and safety of employees, assign the employee with the longest continuous service in the unit provided such employee desires the assignment. Should all senior employees decline to fill the temporary vacancy, the Company may assign the junior qualified employee in the unit or may assign an employee from the Labor Pool who desires the assignment.

258 3. An employee assigned as outlined in 2., 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.

259 4. When a temporary vacancy, excluding temporary vacancies resulting from vacations, has existed for thirty (30) calendar days and it appears that it will continue in excess of thirty (30) calendar days, the Company will post tem-

porary vacancy in accordance with Subsection E., 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.

5. An employee assigned by the Company to fill a temporary vacancy shall be paid in accordance with Section IV - H.2. 260

6. An employee assigned to fill a temporary vacancy in accordance with 1. above shall be returned to the permanent job the employee held prior to the temporary assignment. 261

G. Transfers at Request of Employees

1. When an employee is transferred 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 department 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. 262

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 exception that an employee while he is laid off from the plant, or to the Labor Pool within this six (6) month 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 transfer of department more often than once in six (6) consecutive months even 263

though on layoff 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 (5) days on the new job. 264

4. If an employee makes 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. Such shift preference shall not be more often than two (2) times in any twelve (12) consecutive month period. 265

H. Transfer Due to Disability and Age

Cases of this type shall be handled by agreement between the Company and Executive Committee of the Union and Committeemen of the departments involved. Such transfers may be used for the purpose of rehabilitation. 266

I. Seniority Status of Grievance Committeemen and Local Union Officers 267

1. When the Company 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 Committeeman for the purpose of continuity of the administration of the Labor Contract in 268

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. Members of the Union Executive Board plus the Chairman of the Grievance Committee may, if they so choose, work the daylight shift so long as they are on a 15-turn schedule. This choice does not apply to rotating or 21-turn schedules.

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.

J. 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.

2. Leaves of absence shall be for a period not in excess of one (1) year and may be renewed for a further period of one (1) year.

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

K. 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, shall remain in effect during the term of this Agreement unless necessity for a revision occurs. 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 reviewed with the applicable Grievance Committeeman of the local union prior to being posted in the plant and department affected.

2. An employee affected by a revision occurring during the term of the Agreement may process a grievance in accordance with the grievance procedure.

3. In the event the Company combines seniority units or otherwise changes such seniority units, the Company will assign the jobs affected by such combination or change based upon (a) continuous service of the employees in the units being combined or in the event jobs are moved from one seniority unit to another, continuous service of the employees in the seniority unit in which the jobs were previously performed, (b) ability to perform the job and (c) physical fitness, provided such employee desires the assignment. Should all senior employees decline to fill the assignment, the Company may assign the junior qualified employee.

4. Cross Training of Employees On Jobs Other Than Their Own

a. Whenever the Company combines or otherwise changes the seniority unit pursuant to paragraph 3. above by changing the duties of an existing job or combining two (2) or more jobs to form a new job, the Company, consistent with the orderly operation of the plant, shall offer cross training, if necessary, on the new or changed job to other employees working in the same seniority unit.

b. In the event cross training is necessary, the Company shall determine the number of employees to be cross trained. Employees will be offered such cross training in seniority order starting with the most senior employee. Those employees requesting cross training on a new or changed job other than their own within the same seniority unit, who have the requisite physical fitness to do the work, may

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be provided training on such other job. Any employee absent from work because of vacation, leave of absence, layoff, or disability at the time employees within the seniority unit are offered cross training will be offered such cross training provided the employee returning to work is more senior than the most junior employee who has requested such training and the employee has the requisite physical fitness to do the work. If no employee within the seniority unit requests cross training or if the Company determines more employees other than those who requested the cross training need to be trained, then the Company may train the junior most employees within the seniority unit who have the requisite physical fitness to do the work.

c. The above paragraph is not intended to affect the application of any other provision as contained in the Basic Agreement.

L. 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.

M. 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 the Company and the Grievance Committee or Committees.

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 K. of this section or an affected employee may submit the matter to the grievance procedure.

N. Utility Pools

Where a department utility pool exists to service the temporary vacancy needs of a number of seniority units (Continuous Rolling Mill—Presses and 32" Mill—9"/12" and 16" Mills), employees in these positions who do not have a bid job in the areas which they service may exercise their departmental service in bidding on vacancies in these seniority units prior to posting such vacancies plantwide.

On layoff, employees in the units being serviced by the utility pool will exercise their department seniority (Hot Mill date in 9"/12" and 16" Mills) to hold in the position of utility prior to layoff to the Labor Pool.

Temporary vacancies in the seniority units serviced by the utility pool and temporary vacancies in the utility pool will be filled in accordance with Section VIII - F.I. and 2.

The number of employees assigned in the respective utility pools will be determined by the Company.

Employees in the utility pool not utilized to fill temporary vacancies will perform miscellaneous labor work—scale clean-up, wash-down, and other various duties in the department that the unit services.

Overtime will be distributed in accordance with the plant overtime distribution policy.

O. Labor Pool

The most junior employee in the Labor Pool who does not have department seniority will be assigned to fill a plantwide posting of a perma-

ment bidden job should no employee bid the permanent vacancy.

Employees assigned temporarily to a department from the Labor Pool on or after Monday will be considered members of the Labor Pool during that workweek.

Employees assigned temporarily to a department for a week and such assignment is made prior to the beginning of the week, will work the schedule of the department to which assigned.

P. Same Hire Date

When two (2) or more employees have the same hire date or when two (2) or more employees with the same hire date are assigned to a department on the same date, the procedure for determining relative seniority will be as follows:

1. Employees will be placed on the seniority list in order of the date they file an application with the Company.

2. If filing dates are the same, they will be placed on the seniority lists in the order of the date they were interviewed for employment.

3. If 1. and 2. above are the same, they will be placed on the seniority list in order of the time of the day they were interviewed.

Q. Temporary Summer Employees

1. Temporary summer employees are to be paid at a rate of 90% of the applicable job class rate of the job class being performed in accordance with Appendix A and A-1 rate schedules.

2. Temporary summer employees hired will receive no continuous service credit with the Company and agree to voluntarily resign their employment on a date to be designated by the Company.

SECTION IX — ADJUSTMENT OF GRIEVANCES

A. It is agreed that the procedure provided in this section is adequate for fair and expeditious settlement of any grievances. Grievances to be considered must be filed within thirty (30) calendar days after the occurrence thereof.

B. Should differences arise between the Company and the Union or an employee as to the meaning and application of the provisions of this Agreement or should any dispute 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 grievance procedure outlined in the 1990 Basic Agreement.

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 immediate supervisor in the department where he has the request or complaint, with or without a member of the Grievance Committee being present, as the employee may elect, in an attempt to settle the request or complaint.

2. If a complaint or a request has not been satisfactorily resolved in Step 1, it can be presented in writing and processed in Step 2 if a member of the Grievance Committee determines that it constitutes a meritorious grievance.

Step 2

1. A grievance, to be considered further must be filed in writing with the employee's immediate supervisor or in his absence the Department Manager, on forms furnished by the Company,

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within ten (10) calendar days after the issuance of the forms by the Company. It shall be dated and signed by the employee (or other employees affected) and a member of the Grievance Committee 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. A Step 2 Meeting will be scheduled by the Company within ten (10) calendar days following receipt of appeal to Step 2. The meeting will be between the employee, a member of the Grievance Committee, the Department Manager or his designated representative. The answer to the grievance shall be given by the Department Manager or his designated representative within five (5) calendar days following the Step 2 Meeting and shall be signed and delivered to the employee and a member of the Grievance Committee.

2. Grievances filed in writing will set forth the following minimum information: 294

a. Department, unit and employee(s) involved; 295

b. Date on which grievance was discussed with supervision; 296

c. Name of the supervisor with whom the grievance was discussed; 297

d. Decision of supervisor; 298

e. Nature of the grievance and remedy sought; 299

f. Specific contract provision under which the grievance is filed, if applicable; 300

g. Date of presentation of grievance; 301

h. Signature of the aggrieved employee and a member of the Grievance Committee. 302

Step 3

1. In order for a grievance to be considered 303

further it must be appealed in writing to the labor relations representative of the Company, signed by a staff representative of the International Union, within ten (10) calendar days following the receipt of the Step 2 answer by a member of the Grievance Committee.

A Step 3 Meeting will be scheduled by the Company within thirty (30) calendar days following receipt of the appeal to Step 3. The meeting will be between the employee (if he so desires), the members of the Grievance Committee (maximum of four (4), one of which is the Chairman of the Grievance Committee), the local Union President, the Staff Representative of the International Union and the labor relations representative and/or duly designated representatives of the Company (maximum of four (4)). 304

A written answer to the grievance shall be given by the labor relations representative or his representative within ten (10) calendar days following the Step 3 Meeting mailed to the Staff Representative of the International Union post-marked no later than ten (10) calendar days following the Step 3 Meeting with a copy to the aggrieved employee and Chairman of the Grievance Committee. 305

2. Grievances which allege violations directly affecting employees working under more than one supervisor, or Department Manager shall be filed initially in Step 3. 306

3. If the Company's decision on Step 3 is not appealed to arbitration within the prescribed time limits, the grievance shall be considered settled on the basis of the Company's answer, but such settlement shall not constitute a precedent in any other case. 307

4. If a grievance is not answered by the Company within the specified time limits, the Staff Representative of the International Union shall have the right to declare the grievance granted and, upon written notification, the Company shall comply therewith, but such settlement shall not constitute a precedent in any other case. 308

D. Arbitration

Step 4

1. If the employee and the Union desire to appeal the grievance to arbitration, the Staff Representative of the International Union must mail to the General Manager - Corporate Services of the Company written notice post-marked within ten (10) calendar days from receipt of the Step 3 answer. 309
2. The Staff Representative of the International Union when serving notice of appeal of a grievance to arbitration, will submit a list of at least four (4) arbitrators who are acceptable for hearing the case. 310
3. Upon receipt of the appeal and list of arbitrators, the Company will, within ten (10) calendar days, either accept one of the arbitrators or submit an alternate list of four (4) arbitrators for consideration by the Union. 311
4. If representatives of the Company and the Union cannot agree on an arbitrator from either list, within thirty (30) calendar days from the receipt of the notice of appeal date, the Union shall, within five (5) calendar days thereafter, request a list of seven (7) recognized arbitrators from the Federal Mediation and Conciliation Service, such list to be sent to both parties. A representative of the Company and the Union shall, within ten (10) calendar days after the Company receives the list from Federal Mediation and Conciliation Service alternately strike the names of arbitrators from the list. The remaining arbitrator not so stricken shall be requested to hear the case. A copy of the Union's request to the Federal Mediation Service shall be sent to the General Manager - Corporate Services. 312
5. Upon the selection or appointment of an arbitrator, the Company will within five (5) calendar days of selection of the arbitrator, forward to the arbitrator a copy of the written grievance, prior dispositions by Company representatives, 313

copy of Agreement between the parties, and notifying the arbitrator that a hearing must be scheduled within sixty (60) calendar days after the date of the letter to the arbitrator. A copy of the Company's letter to the arbitrator will be sent to the Staff Representative of the International Union.

6. The arbitrator shall provide his award within thirty (30) calendar days after receipt of final briefs of the parties. Final briefs must be post-marked within fourteen (14) calendar days following the close of the hearing. Failure of the arbitrator to issue a timely award, the parties shall select another arbitrator in accordance with Section D. 314

7. The arbitrator's decision shall be final and binding on both parties and his compensation and the expenses of the hearing shall be borne equally by both parties. If desired by either party, or by the arbitrator, a stenographic record shall be made of all testimony taken before the arbitrator and such record shall be furnished to the arbitrator. If the record is desired by both parties or by the arbitrator, the cost of the record furnished to the arbitrator shall be shared equally by the parties. If both parties do not desire a record, or, if the arbitrator does not request a record but it is desired by either party, the cost of the record shall be borne by the party desiring it. 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 thirty (30) days prior to the date on which the grievance was filed in writing 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 insofar as shall be necessary to the determination of such grievances arising hereunder, but the arbitrator shall not have jurisdiction or authority to substitute his discretion for the Company's discretion (in cases where discretion is reserved to the Company under this Agreement) or to add to, detract from, or alter in any way the provisions of this Agreement. 315

E. General Provisions Applying to Grievances

1. At all steps in the grievance procedure, and particularly at the Third Step, the grievant 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.

2. a. Except for disciplinary action grievances, in order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be filed by an affected employee or the Union and the facts of alleged additional violations (including the dates thereof) may be presented in writing in the appropriate Step on a form supplied by the Company. Such additional claims shall be filed promptly and must be signed by each additional grievant.

b. When the original grievance is resolved in the grievance or arbitration procedure, the parties resolving such grievance 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.

F. Union Grievances

The grievance procedure may be utilized by the 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.

G. Suspension of Grievance Procedure

It is further understood that an interruption or impeding of the work, stoppage or strike on the part of the Union or a lockout on the part of the Company, shall be a violation of this Agreement, and that under no circumstances shall the parties hereto discuss the grievance in question or any other grievances while the work interruption, impeding or suspension of work is in effect. It is further agreed that, if this procedure is not followed and as a result of such failure an interruption or impeding of the work, stoppage, or strike occurs, the offending person or persons refusing to resume normal work may be suspended and later discharged from the employ of the Company in accordance with Section X of this Agreement, provided, however, that prior to such discharge the Company will provide a list of names, clock numbers and addresses of employees considered by it to be involved to the Staff Representative of the International Union in the District in which the plant is located.

H. Union Grievance Committee

1. The Grievance Committee for the plant shall consist of not less than three (3) and not more than nine (9) employees, designated by the Union in writing to the Company, who will be afforded such time off without pay as may be required, except when meeting is called by the Company, to:

a. Attend scheduled committee meetings,

b. Attend meetings pertaining to discharge or grievance meetings, and

c. Visit departments other than their own at all reasonable times, only for the purpose of handling grievances, after notice to the head of the department to be visited and permission from their own department heads.

2. The maximum number of Grievance Committee members permitted to attend a meet-

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ing with Company representatives or investigate a grievance shall be four (4).

3. The Union may appoint 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. The Union shall notify the Company in writing of all duly appointed and authorized stewards.

SECTION X—SUSPENSION AND DISCHARGE CASES

A. In the exercise of its rights as set forth in Section II - Management, the Company agrees that an employee shall not be peremptorily discharged or suspended for a period of five (5) workdays or more, but that in all instances in which the Company may conclude that an employee's conduct may justify discharge or suspension of five (5) workdays or more, he shall first be suspended for a period of five (5) workdays 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.

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 Manager and/or designated representative of the Company with the Union President, Chairman of the Grievance Committee, and his steward or member of the Grievance Committee as he 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, the Company 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, sus-

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tained 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) calendar days after such disposition file a grievance in Step 3 in accordance with the procedure of Section IX - Adjustment of Grievances. Final decision on all suspension or discharge cases shall be made by the Company within five (5) calendar days from the date of filing the grievance, if any.

D. In discharge cases, the time limits as set forth in Section IX - Adjustment of Grievances shall apply except:

1. File grievance within ten (10) calendar days after discharge.

2. Step 3 hearing within fifteen (15) calendar days after appeal to Step 3.

3. Step 3 answer within five (5) calendar days after Step 3 meeting.

4. Arbitration hearing within forty-five (45) calendar days after Company letter to arbitrator.

5. Arbitrator award within thirty (30) calendar days after receipt of final briefs of the parties. Final briefs must be postmarked within fourteen (14) calendar days following the close of the hearing.

E. Should it be determined by the Company after the hearing or by an arbitrator in accordance with Step 4 of the Grievance Procedure that the employee has been discharged or suspended unjustly, the Company shall reinstate the employee and pay for the time lost in accordance with such determination.

F. 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

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accordance with Section IX - Adjustment of Grievances.

G. 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.

H. Reports covering disciplinary penalty of four (4) day's suspension or less of an employee will not be held against such employee who has a clean record for at least two (2) years following the date of his last disciplinary report. Reports covering disciplinary penalty of five (5) days or more will not be held against any such employee who has a clean record for at least five (5) years following the last disciplinary report.

SECTION XI—MILITARY SERVICE

A. Reemployment

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 State, 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 VIII - 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

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of said Section VIII) 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 VIII. 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.

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 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

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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 the Company 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 VII - 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.

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 a regular vacation based upon his years of continuous service.

C. Military Encampment Allowance

An employee with one (1) 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 (2) 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 (2) weeks (plus any holiday in such two (2) 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 encamp-

ment. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

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.

SECTION XII — HOLIDAYS

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

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Easter Monday	Day after Thanksgiving
Memorial Day	First Day Buck Season
July 4th	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-half times their regular rate of pay.

3. The holiday shall be the 24-hour period beginning at the turn-changing hour nearest 12:01 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 eight (8) times their average straight time hourly rate of 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 their scheduled or assigned work, such employee shall become ineligible to be paid for

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the unworked holiday unless such employee has failed to perform such work because of sickness or because of death in the immediate family or because of similar good cause.

2. As used in this section, an eligible employee is one who: 349

a. has completed the probationary period of hours of actual work; 350

b. performs work in the pay period in which the holiday is observed (or the next preceding pay period), except where such employee 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 351

c. works as scheduled or assigned both on the employee's last scheduled work day prior to and the employee's first scheduled work day following the day on which the holiday is observed, unless such employee has failed to work because of sickness or because of death in the immediate family or because of similar good cause. 352

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 VII to take a vacation during a period when a holiday occurs, shall be paid for the unworked holiday in addition to the employee's vacation pay. 353

b. The provisions of Section XII - B.3. shall apply to (1) an employee whose vacation has been scheduled prior to layoff and who thereafter is laid off and takes vacation as scheduled, or (2) an employee who is not at work at the time the employee's vacation is scheduled, but who thereafter returns to work and then is absent from work during a holiday week because of the employee's scheduled vacation. An employee who is not at work at the time of scheduling the employee's vacation and is not working at the time the employee's vacation commences is not eligible for holi- 354

day pay for a holiday occurring during the employee's vacation within the meaning of Section XII - B.2.b. or Section XII - B.3.a.

C. In determining whether an employee has worked on more than five (5) days in any week for the purposes of Section VI, a holiday occurring in such week shall be considered as a day worked by the employee whether or not the employee 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 the employee shall have been scheduled to work on such holiday and shall have failed to perform the work to which the employee was assigned on such day, such holiday shall not be considered as a day worked by the employee. 355

D. If an eligible employee performs work on a holiday, but works less than eight (8) hours, the employee shall be entitled to the benefits of this section to the extent that the number of hours worked by the employee on the holiday is less than eight (8). This section applies in addition to the provisions of paragraph E. of Section V, where applicable. 356

SECTION XIII — SAFETY AND HEALTH

A. Objective and Obligation of the Parties

The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment. 357

At plants where devices which emit ionizing 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. 358

The Company will continue its program of periodic 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 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; fire-proof, water proof, or acid-proof protective clothing, when necessary and required shall be provided by the Company without cost, except that the Company may assess a fair charge to cover loss or willful destruction thereof by the employee. Where any such equipment or clothing is now provided, the present practice concerning charge for loss or willful destruction by the employee shall continue. Proper heating and ventilating systems shall be installed where needed.

C. Joint Safety Committee

1. A Safety Committee consisting of three (3) employees designated by the Union and three (3) 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

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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 safety representative of the Company 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 thirty (30) calendar days after the Company puts such rule or requirement into effect. In the event that the grievance progresses through the grievance procedure to arbitration, the arbitrator shall determine whether such rule or requirement is appropriate to achieve the objective set forth in Subsection A.

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 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 Step 3 of the grievance procedure and process it according to the provisions of Section IX - Adjustment of Grievances.

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 (1) or more years prior to the date of the event which is the subject of such arbitration.

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 VIII - Seniority, of this Agreement and paragraph B.2. below, shall be entitled to a severance allowance in accordance with and subject to the following provisions.

B. Eligibility

1. a. Such an employee to be eligible for a severance allowance shall have accumulated three (3) or more years of continuous Company service as computed in accordance with Section VIII - Seniority, of this Agreement. 368

b. In lieu of severance allowance, the Company 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 VII - Vacations, his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer. 369

2. As an exception to Paragraph 1. above, an employee otherwise eligible for severance pay who is entitled under Section VIII - 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. 370

C. Scale of Allowance

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

Continuous Company Service	Weeks of Severance Allowance
3 years but less than 5 years	4
5 years but less than 7 years	6
7 years but less than 10 years	7
10 years or more	8

D. Calculation of Allowance

A week's severance allowance shall be determined in accordance with the provisions for calculation of vacation pay as set forth in Subsection F. of Section VII - Vacations.

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 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

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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 thirty (30) days or to continue on layoff status for an additional thirty (30) 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.

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.

SECTION XV — OTHER AGREEMENTS

A. Pensions

Pension benefits are provided for pursuant to a separate signed agreement between the Company and the Union.

B. Insurance

Insurance benefits are provided for pursuant to a separate signed agreement between the Company and the Union.

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C. SUB

SUB benefits are provided for pursuant to a separate signed agreement between the Company and the Union.

D. Prior Agreements

1. The terms and conditions established by this Agreement replace those established by the Agreement of May 1, 1990, except as otherwise provided in this 1994 Agreement.

2. Any memorandum of understanding or agreement not contained herein shall be considered null and void.

Any letter of understanding, memorandum agreement or arbitration award involving any other company shall not be considered as binding between the parties to this Agreement.

SECTION XVI - FAMILY AND MEDICAL LEAVE

The parties agree to follow the Family and Medical Leave Act of 1993 in connection with the reinstatement and employment of employees.

SECTION XVII — TERMINATION DATE

A. Except as otherwise provided below, this Agreement shall terminate at the expiration of sixty (60) days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than 12:01 a.m. May 3, 1998.

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 thirty (30) days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by

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12:01 a.m. May 3, 1998 or by the end of sixty (60) days after the giving of such notice, whichever is later, 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).

C. Any notice to be given under this Agreement shall be given by certified mail; be completed by and at the time of mailing; and, if by the Company, be addressed to the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, and if by the Union to the Company at 2626 South Ligonier Street, Latrobe, Pennsylvania 15650. Either party may, by like written notice change the address to which certified mail notice to it shall be given.

D. Typographical or printing errors shall not be construed to change the meaning and intent of the parties.

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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

George Becker
Leo Gerard
Richard Davis
Leon Lynch
Andrew V. Palm
Jack Coates
William H. Ehman
Theodore J. Pynos
William R. Burns
Joseph J. Domalik
Ronald A. Moyer

LATROBE STEEL COMPANY

Charles J. DeVirgilio
Gene F. Zurawsky
Lori A. Wisener

**APPENDIX A
STANDARD HOURLY WAGE SCALE**

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

JOB CLASS	EFFECTIVE 94-05-04 (1)	EFFECTIVE 95-05-01 (2)	EFFECTIVE 96-05-01 (3)	EFFECTIVE 97-05-01
1	12.055	12.205	12.305	12.305
2	12.055	12.205	12.305	12.305
3	12.232	12.392	12.492	12.492
4	12.409	12.579	12.679	12.679
5	12.586	12.766	12.866	12.866
6	12.763	12.953	13.053	13.053
7	12.940	13.140	13.240	13.240
8	13.117	13.327	13.427	13.427
9	13.294	13.514	13.614	13.614
10	13.471	13.701	13.801	13.801
11	13.648	13.888	13.988	13.988
12	13.825	14.075	14.175	14.175
13	14.002	14.262	14.362	14.362
14	14.179	14.449	14.549	14.549
15	14.356	14.636	14.736	14.736
16	14.533	14.823	14.923	14.923
17	14.710	15.010	15.110	15.110
18	14.887	15.197	15.297	15.297
19	15.064	15.384	15.484	15.484
20	15.241	15.571	15.671	15.671
21	15.418	15.758	15.858	15.858
22	15.595	15.945	16.045	16.045
23	15.772	16.132	16.232	16.232
24	15.949	16.319	16.419	16.419
25	16.126	16.506	16.606	16.606
26	16.303	16.693	16.793	16.793
27	16.480	16.880	16.980	16.980
28	16.657	17.067	17.167	17.167

(1) Includes a \$.25 general increase effective May 4, 1994 with job class increment of \$.01.

(2) Includes a \$.15 general increase effective May 1, 1995 with job class increment of \$.01.

(3) Includes a \$.10 general increase effective May 1, 1996.

* Jobs not covered by incentive will receive in addition to rates set forth above a \$.25 per hour incentive allowance in lieu of incentive coverage. This incentive allowance does not apply to performing unmeasured work on jobs covered by incentives.

APPENDIX A-1

STANDARD HOURLY WAGE SCALE

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

JOB CLASS	Effective 94-05-04 (1)		Effective 95-05-01 (2)		Effective 96-05-01 (3)		Effective 97-05-01	
	INCENTIVE CALCULATION RATE	HOURLY ADDITIVE	INCENTIVE CALCULATION RATE	HOURLY ADDITIVE	INCENTIVE CALCULATION RATE	HOURLY ADDITIVE	INCENTIVE CALCULATION RATE	HOURLY ADDITIVE
1	4.900	7.155	4.900	7.305	4.900	7.405	4.900	7.405
2	4.900	7.155	4.900	7.305	4.900	7.405	4.900	7.405
3	5.019	7.213	5.029	7.363	5.029	7.463	5.029	7.463
4	5.138	7.271	5.158	7.421	5.158	7.521	5.158	7.521
5	5.257	7.329	5.287	7.479	5.287	7.579	5.287	7.579
6	5.376	7.387	5.416	7.537	5.416	7.367	5.416	7.637
7	5.495	7.445	5.545	7.595	5.545	7.695	5.545	7.695
8	5.614	7.503	5.674	7.653	5.674	7.753	5.674	7.753
9	5.733	7.561	5.803	7.711	5.803	7.811	5.803	7.811
10	5.852	7.619	5.932	7.769	5.932	7.869	5.932	7.869
11	5.971	7.677	6.061	7.827	6.061	7.927	6.061	7.927
12	6.090	7.735	6.190	7.885	6.190	7.985	6.190	7.985
13	6.209	7.793	6.319	7.943	6.319	8.043	6.319	8.043
14	6.328	7.851	6.448	8.001	6.448	8.101	6.448	8.101
15	6.447	7.909	6.577	8.059	6.577	8.159	6.577	8.159
16	6.566	7.967	6.706	8.117	6.706	8.217	6.706	8.217
17	6.685	8.025	6.835	8.175	6.835	8.275	6.835	8.275
18	6.804	8.083	6.964	8.233	6.964	8.333	6.964	8.333
19	6.923	8.141	7.093	8.291	7.093	8.391	7.093	8.391
20	7.042	8.199	7.222	8.349	7.222	8.449	7.222	8.449
21	7.161	8.257	7.351	8.407	7.351	8.507	7.351	8.507
22	7.280	8.315	7.480	8.465	7.480	8.565	7.480	8.565
23	7.399	8.373	7.609	8.523	7.609	8.623	7.609	8.623
24	7.518	8.431	7.738	8.581	7.738	8.681	7.738	8.681
25	7.637	8.489	7.867	8.639	7.867	8.739	7.869	8.739
26	7.756	8.547	7.996	8.697	7.996	8.797	7.996	8.797
27	7.875	8.605	8.125	8.755	8.125	8.855	8.125	8.855
28	7.994	8.663	8.254	8.813	8.254	8.913	8.254	8.913

- (1) Includes a \$.25 general increase effective May 4, 1994 with a job class increment of \$.01
- (2) Includes a \$.15 general increase effective May 1, 1995 with a job class increment of \$.01
- (3) Includes a \$.10 general increase effective May 1, 1996.

APPENDIX "B"
OVERTIME SENIORITY UNITS

Annealing Furnace Operator (21 Turn)
 Annealing Gangleader and Annealer (15 Turn)
 Bricklayer
 Bricklayer Helper
 Carpenter
 Chem Lab
 Cold Mill Batch Anneal
 Cold Mill BUMPER Straightener
 Cold Mill Centerless Grinder
 Cold Mill Continuous Anneal
 Cold Mill Groupleader
 Cold Mill M&R
 Cold Mill Cut-off Operator
 Cold Mill Die Maker
 Cold Mill Draw Bench
 Cold Mill High Lift Stocker A
 Cold Mill Inspector
 Cold Mill Medart Straightener
 Cold Mill Oiler
 Cold Mill Pickler
 Cold Mill Polisher
 Cold Mill Roll Stand Operator
 Cold Mill Rotary Straightener
 Cold Mill Shape Straightener
 Cold Mill Shipper
 Cold Mill Straightener
 Cold Mill Swage Pointer
 Cold Mill Utility
 Cold Mill Wire Drawer
 Continuous Mill Furnace/Service Line
 Continuous Mill Unit
 Continuous Mill Set Up
 Continuous Mill Utility
 Crane Department
 Electrician
 Electronic Repair
 Grinding Department
 Hot Mill Finish "B" Inspector
 Hot Mill Finish "B" Lathes
 Hot Mill Finish "B" Machining Unit
 Hot Mill Finish "B" Material Handler
 Hot Mill Finish "B" Small Bar Module
 Hot Mill Finish "B" Scale Operator
 Hot Mill Finish "B" Straightener
 Hot Mill Finish "B" Shot Blast Operator
 Inspection Laboratory Immersion
 Inspection Laboratory Inspection Lab
 Inspection Laboratory Ref lectoscope
 Instrument Repair
 Laborer

Machine Shop
 Maintenance Helper Bulb Changer
 Maintenance Helper Tractor Mower
 Maintenance Helper High Lift Operator
 Maintenance Helper Maintenance Helper
 Maintenance Helper Sweeper Machine Operator
 Maintenance Helper Utility Crane Operator
 Maintenance Helper Crane Operator - #49
 Maintenance Specialist
 Mechanical Repair
 Melt Shop
 Mill Utility (9"/12", 16" Mills)
 Mill 9"/12" Furnace Attendants 9" Crew
 Mill 9"/12" Furnace Attendants 12" Crew
 Mill 9"/12" Mill Line 9" Crew
 Mill 9"/12" Mill Line 12" Crew
 Mill 9"/12" Recorder 9" Crew
 Mill 9"/12" Recorder 12" Crew
 Mill 16" Furnace Attendant
 Mill 16" Mill Line
 Mill 16" Recorder
 Mill 32" Mill Line
 Mill 32" Utility Pool (Presses/32" Mill)
 Mobile Equipment Repair
 Precision Forging Facility
 Press Department (Mesta)
 Press Department (Sack)
 Press Department Utility Pool (Presses/32" Mill)
 Primary Processor (15 Turn)
 Primary Processor (21 Turn)
 Primary Processor Crane Operator - #41
 Production Saws Department
 Roll Shop
 Scrap Bin Attendants
 Scrap Bins Test Preparer
 Scrap Recovery (Primary)
 S.P.D.
 Stocker
 Storeroom Attendant
 Tool Room Attendant
 Truck Driver (Material Movement)
 Vac Arc
 Warehouse Bar Peeler
 Warehouse Bar Peeler Helper
 Warehouse Crane Operator
 Warehouse Centerless Grinder
 Warehouse Eddy Current
 Warehouse Inspector
 Warehouse Material Handler
 Warehouse Saw Operator
 Warehouse Saw/Scale Operator
 Warehouse Scale Operator
 Warehouse Scale Helper
 Warehouse Side Loader Operator

Warehouse Stocker
 Warehouse Straightener
 Warehouse Truck Driver (Pgh)
 Warehouse Truck Loader
 Warehouse Truck Loader (Lead Off)
 Warehouse Utility Worker

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