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A G R E E M E N T

THIS AGREEMENT made and entered into this ____ day
of ~~March~~, 1964, between PITTSBURGH CORNING CORPORATION, for
its Plant No. 7 located at Owentown, Texas (hereinafter
designated as the "Company"), and the OIL, CHEMICAL AND ATOMIC
WORKERS INTERNATIONAL UNION, (hereinafter designated as the
"Union").

W I T N E S S E T H:

The general purpose of this Agreement is, in the
mutual interest of the employer and the employee, to provid
for the operation of the plant under methods which will further,
t the extent practical, the general welfare, safety and health
of the employee, economy of operation, quality and quantity f
output, cleanliness of plant and protection of property.

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ARTICLE 1

Definitions

Section 1. Where the word "Company" is used in this Agreement, it means Plant No. 7 of the Pittsburgh Corning Corporation located at Owentown, Texas.

Section 2. Where the word "Union" is used in this Agreement, it means the Oil, Chemical and Atomic Workers International Union.

Section 3. Where the word "employee" is used in this Agreement, it means all hourly rated production and maintenance employees, truck drivers, warehousemen and industrial truck drivers employed by the Company at its Plant No. 7, Owentown, Texas pursuant to the Certification of Representatives by the National Labor Relations Board in Case No. 16-RC-3237; however, all of the following shall be excluded from the definition of the word, "employee", as used in this Agreement: all salaried employees, quality control employees, timekeepers, employees engaged in time motion and method studies, professional employees, plant protection employees and supervisors as defined in the Act.

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ARTICLE 2

Recognition

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for all employees as hereinbefore defined for the purposes of collective bargaining.

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ARTICLE 3

Responsibilities of Parties

Section 1. Each of the parties hereto acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section 2. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

a. There shall be no union activity on Company time, unless otherwise provided for herein.

b. There shall be no strikes, slowdowns, work stoppages or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.

c. There shall be no lockouts.

d. The applicable procedures of this Agreement will be followed for the settlement of all grievances.

e. All grievances shall be considered carefully and processed promptly in accordance with the applicable procedures of this Agreement.

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Section 3. The management of the Company and the direction of the working forces, including the right to hire, schedule shifts and hours to be worked, promote, demote, transfer, layoff, suspend, and discharge employees for proper cause and the assignment of work, are vested in the Company subject to the terms of this Agreement. Except as specifically outlined in this Agreement, there shall be no restrictions upon the Company in the management of its affairs.

Section 4. In order that each new employee may be made familiar with the provisions of this Agreement and his rights and responsibilities thereunder, the Company will provide each new employee with a copy of this Agreement at the time of employment by the Company.

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ARTICLE 4

Bulletin Board

Section 1. A bulletin board shall be furnished the Union by the Company for Union notices incident to meetings, dues, entertainment and other miscellaneous matters for official Union business only, with no matters considered injurious to the Company or its policies.

*Articles tentatively agreed
upon March 24, 1964*

*Article 4
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" 10
" 14*

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ARTICLE 5

Cooperation

Section 1. During the term of this Agreement, both parties hereby pledge that if any disputes arise, they shall be settled in the manner provided for in the Grievance Article of this Agreement. Pending the processing of such matter, the aggrieved employee or employees shall carry out the assignment as directed by Management.

Section 2. The Management's policy of expansion of output and cost reduction through mechanical improvement, plant rearrangement, or additions and developments, is of vital importance to employees and the Company, to the end that both conditions for the employees and the usefulness of the Company may be improved. The elements of methods, speeds, equipment, and the like are the exclusive responsibility of the Company for the production and sale of material of good quality, produced at a cost free of disadvantages in a competitive market. There shall be no limit on or curtailment of production.

Section 3. The Company reserves the right to set up the most efficient system of production.

Section 4. It is expected that all employees will perform their work effectively and efficiently to the best of their ability, and will cooperate in the introduction or installation of such processes, machinery, changes in, or introduction of new methods of operation, and job evaluation plans or systems

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as the Company may introduce or put into effect for the purpose of better and more efficient operations, to the end that the Company may increase production and reduce costs so that the Company may adequately meet competitive conditions and maintain employment.

Section 5. The Company may in accordance with the above Sections of this Article establish such fair and reasonable rules and effect such changes as are necessary to meet its operational requirements. *New*

Section 6. In the event that the Company creates a new job classification or modifies an existing classification by materially changing its content the rate of pay shall be on the basis of the relation between the job content of such new or modified classification and the job content of the classifications for which rates of pay are established by this Agreement. Within thirty (30) days after the establishment of such job rate the Union may protest the rate and present the matter as a grievance if it so desires starting with Step 2 of the grievance procedure. *New*

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ARTICLE 6

Factory Rules

Section 1. The Company shall have the right to make and, after proper publication thereof, to enforce any reasonable factory rule. Should the Union consider any such rule unreasonable, it shall be a matter of joint consideration as a grievance by the representatives of the Union and those of the Company, under this Agreement. It is recognized that factory rules, forbidding the following offenses, are at present in force, and that any violation thereof by an employee shall justify the Company in imposing an appropriate disciplinary action including the penalty of suspension or discharge:

- a. Insubordination, inefficiency or incompetency of any employee.
- b. Failure to conform to rules of the Company, public laws or regulations pertaining to health or safety.
- c. Bringing intoxicating liquors into the plant, use of intoxicating liquors on Company property, or reporting for work or working while under the influence of liquor. (Also applies to narcotics in any form.)

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- d. Wilful destruction, damage, or stealing of any Company property or the property of any employee on Company premises.
- e. Fighting or gambling on Company property.
- f. Careless or willful contamination of batch.
- g. Purchasing the favor of supervisor by giving or loaning money or making gifts, and th lik . Both the employee and supervisor shall suffer a like penalty.
- h. Altering time punched in or out on time card, or punching another employee's time card.
- i. Smoking in prohibited areas.
- j. Wilful hindering or limiting production.
- k. Sleeping during working hours.
- l. Habitual carelessness or recklessness, playing of tricks or pranks dangerous to other employees.

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Section 2. In addition to the Factory Rules set forth in Section 1, the parties agree to the following absentee rules:

- a. Regular attendance is expected of every employee and all employees must use their best efforts to reduce absenteeism and tardiness to a minimum.**
- b. If an absence or a tardiness is unavoidable an employee should give as much advance notice as possible to the Company at designated telephone numbers.**
- c. Employees who have excessive absences or tardiness after the date of this Agreement without good cause shall be subject to appropriate disciplinary action including the penalty of suspension or discharge. This shall be uniformly administered.**
- d. Provided prior approval of the department head is obtained, employees may temporarily be permitted to exchange shifts for good personal reasons among employees in the same classification provided there is no additional cost to the Company.**

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Section 3. Any employee who feels he has been unjustly disciplined or discharged for the infraction of any above Company rule shall have the right to a hearing if he desires it; and the case of any employee desiring such hearing shall be handled as a grievance under this Agreement.

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ARTICLE 7

Military Service

Section 1. The Company shall accord to each employee who applies for re-employment after conclusion of his military service with the United States such re-employment rights as he shall be entitled to under then existing statutes.

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ARTICLE 8

Safety and Health

Section 1. The Company shall make reasonable provisions for the safety and health of the employees of the Plant during their hours of employment in accordance with the law. Protective devices, wearing apparel, and other equipment deemed necessary by the Company to properly protect employees shall be provided, and the employee will be responsible for such equipment and must turn it in to secure a replacement.

Section 2. It is understood that employees recalled from lay-off and employees returning from absence due to ill health of over one week may be required to submit to physical examination by the Company doctor before being assigned to jobs.

Section 3. The Company may, on the basis of medical advise, refuse to place any employee on any job which the Company feels will be detrimental to the health and safety of the employee or his fellow employees; however, in case there is a dispute in this regard between doctors, the dispute may be submitted to an impartial doctor selected by the Company doctor and the employee's doctor for determination.

Section 4. The Workman's Committee may discuss with management problems relating to health and safety at a mutually convenient time.

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ARTICLE 9

Seniority

Section 1. For the first forty five (45) working days of his employment, an employee shall be on probation, and during such period, shall be subject to discharge at the sole discretion of the Company. At the end of this probationary period, the employee shall have his name entered on the seniority roster and his seniority date shall be that of the first day of his employment.

Section 2. For the purpose of the following applications, seniority shall be designated as Plant-wide and Departmental. Plant-wide seniority is determined by an employee's length of service with the Company at the Owentown Plant, including service with the Owentown Plant of Union Asbestos and Rubber Company, subject to the provisions of Section 4 of this Article. Department seniority is determined by length of continuous service computed in years, months and days from the last date the employee permanently entered the Department, subject to the provisions of Section 4 of this Article. It is agreed that when an employee successfully bids on a job in another department after the date of this Agreement, he shall not lose his seniority in the former department but shall not continue to accumulate seniority in that former department. (This clause shall not be retroactive.)

Section 3. Seniority shall not be broken by:

- A. Time lost through illness or injury of less ¹⁷⁴⁵¹ than twelve (12) months.
- B. Absence due to occupational injury for which employee receives Workmen's Compensation

- C Time lost through layoff of 1 as than eighteen (18) months.
- D. Serving the Union in an official capacity with an approved leave of absence.
- E. Granted leaves of absence.
- F. Service in the Armed Forces, as set forth in the Military Clause of this Agreement.

Section 4. Seniority shall be broken by any of the following contingencies:

- A. If an employee quits or resigns.
- B. Discharge by the Company for just cause.
- C. Lay-off longer than eighteen (18) months.
- D. Failure or refusal to report for work within seven (7) days after being recalled to work by notice sent by registered letter to employee's last known address on file with the Company.
- E. If employee is absent for three (3) consecutive days without notifying the Company and without a reasonable excuse.
- F. Illness or injury longer than twelve (12) months, except occupational injury for which an employee receives Workmen's Compensation.

Section 5. It is agreed that departmental seniority shall govern in cases of promotions and filling of permanent vacancies provided the senior employee is capable of performing the work required. In the event no employee in the affected

department bids for the promotion or permanent vacancy, then the bid shall be open to plant wide bidding and plant wide seniority shall govern provided the senior employee is capable of performing the work required.

Section 6. It is agreed that in case of lay offs, that first, departmental seniority shall govern among employees capable of doing the required work; however, in case such an employee does not have enough seniority to keep a job in his department, then he shall be entitled to use his plant wide seniority to obtain a minimum rated job provided an employee with less plant seniority is holding such a job. Laid off employees subject to recall will be recalled to work in the order of their plant seniority before new employees are hired.

Section 7. Permanent vacancies will be posted for three (3) full working days. Any employee desiring to bid on the job will do so by signing the bid notice, copies of which shall be given to the Union.

Section 8. The Company shall furnish every six (6) months to the Union and post for six (6) months a list of all employees covered by the Agreement showing their seniority status. This list may be challenged by the Union within thirty (30) days of original posting. If within this period, the Union does not challenge said list, it shall be deemed final and as having the approval of both the Company and the Union.

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Section 9. There shall be no bumping up.

Section 10. Continuous service records as compiled by the Company and accumulated prior to the date of this Agreement will be recognized.

Section 11. In case of dispute, Company records shall govern.

Section 12. In case more than one employee is hired on any one day, each such employee's seniority shall be determined by actual time of hire.

Section 13. Any member of the Union who is elected to office or who is delegated to perform any union activity necessitating a temporary leave of absence shall be granted a leave of absence without pay and without loss of seniority, and shall at the end of service be reinstated to his former job or another similar job in line with seniority and ability, provided, however, reasonable notice shall be given the Employer. Such leaves shall not exceed one (1) year except by mutual consent of the parties.

Section 14. Employees upon request and reasonable cause, may be granted leaves of absence without pay, not to exceed thirty (30) days. Such leaves shall not adversely affect an employee's seniority.

Section 15. An employee promoted from the unit to a supervisory position after the date of this Agreement shall not lose the seniority which he has accumulated, and shall continue to accumulate seniority after such transfer for a period not to exceed eighteen (18) months additional.

Such employee promoted prior to the date of this Agreement shall have accumulated seniority to this time and for an additional eighteen (18) months.

Section 16. It is agreed that a temporary lay off for a period of seven (7) working days or less shall not be considered a decrease in force and shall not involve the exercise of seniority.

Section 17. There shall be three departments effective as of the date of this Agreement: (1) Production; (2) Maintenance; and (3) Shipping, Receiving and Warehousing.

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ARTICLE 10

Grievance and Arbitration Procedure

Section 1. The Union shall designate a Workmen's Committee as its representative in the Plant, and the names f the members of the Committee shall be given to the Plant Manager. This Committee shall represent the Union on all matters relating to the application, interpretation and administration of this Agreement. The Workmen's Committee shall not consist of more than four (4) employees of the Company's Owentown Plant, made up of three (3) committeemen and one (1) chairman.

Section 2. Differences or disputes between the Company and the Union or employees covered by this Agreement as to the meaning and application of or compliance with the provisions of this Agreement shall be settled in accordance with the provisions of this Article.

Section 3. Such differences or disputes shall be settled in the following manner:

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Step 1.

An employee who believes he has a just grievance shall discuss the alleged grievance with his Foreman accompanied by his steward if the employee so requests within fifteen (15) days after the occurrence in an attempt to settle same, consistent with the terms of this Agreement. The Foreman shall verbally answer the grievance within two (2) working days.

Step 2.

The aggrieved party, if not satisfied, shall then refer his grievance in writing to the Workmen's Committee which will make an investigation of the grievance promptly, and in the event the grievance, in the opinion of the Workmen's Committee, is justified, it shall be presented in writing by the aggrieved and his Steward to the Department Head involved in an effort to settle the grievance. The Department Head shall give his answer in writing within three (3) working days.

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Step 3.

If the grievance is not settled in the second step it may be appealed to the Works Manager. The Works Manager or his representative will meet with the Workmen's Committee within two (2) weeks. The Works Manager shall give his answer in writing within one (1) week.

Step 4.

If the grievance is not settled in the third step it may be appealed to the proper officials of the Company and a representative of the Oil, Chemical and Atomic Workers International Union. The Company representatives will meet with a representative of the International Union within three (3) weeks, subject to mutual extension, from date they are requested to meet with the International Union representative.

Arbitration:

If the grievance is not settled in Step 4 it may be appealed by either party to an impartial Arbitrator, provided that notice of such appeal is given in writing to the other party within fifteen (15) days following the answer in Step 4. The impartial Arbitrator shall be selected by mutual agreement of the parties within ten (10) days following receipt of such notice, or, if they are unable to agree within that time, a joint request shall be addressed promptly to the Director of the Federal Mediation and Conciliation Service to provide a panel of nine arbitrators, from which the parties shall each alternately strike one name until but one remains, and the remaining one shall be the impartial Arbitrator for that case. The decision of the Arbitrator shall be final and binding on both parties; provided, however, that the Arbitrator shall have authority only to interpret and apply the provisions of the Agreement and shall have no authority to add to, detract from or alter its terms. Expenses of arbitration shall be shared equally by Company and Union, and shall be paid promptly. Questions concerning arbitrability must be decided by the Impartial Arbitrator before any decision on the merits of any particular case.

Section 4. Time limitations specified in this Article refer to calendar days.

Section 5. If the Workmen's Committee is required to meet with the Company during the member's regular working hours, time lost from work by the member will be allowed at his regular rate of pay.

Section 6. A grievance that affects a group of employees may be filed by the Workmen's Committee and will be first considered at Step 2.

Section 7. If a dispute should occur pertaining to pay rates, it will be recognized that the date of occurrence shall start on the date the employee received his pay check pertaining to such occurrence.

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ARTICLE 11

Temporary Work Assignments

Section 1. An employee temporarily transferred to a higher paid position will receive the higher rate which goes with that position; but an employee temporarily transferred to a lower paid position will continue to receive his regular rate of pay. However, if transferred to a lower paid position to avoid lay off due to lack of work on his regular job, an employee will receive the regular rate of job to which he is temporarily assigned. The provisions of this Section do not apply when on the preceding day employee is properly scheduled for a different job irrespective of work availability.

Section 2. Such temporary assignment of an employee to a lower rated hourly job at the rate on the higher rated job, will not constitute a change in rate of pay for the lower hourly rated job.

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ARTICLE 14

Call-in Pay

Section 1. The Company agrees not to call employees to work when no work is available, and agrees to plan so that employees finishing one day may know whether or not to report the next day.

Section 2. The Company assumes no responsibility for individuals voluntarily appearing in the hope that work may be available.

Section 3. The Company will make reasonable effort to notify employees when not to report for work, but every employee who expects to be notified must provide reasonable telephone facilities by which he may be reached. If an employee has been regularly scheduled or notified to report for work and is not thereafter given reasonable notice by the foreman that work is not available, and reports for work, the Company will guarantee four (4) hours of work, or four (4) hours of pay at the employee's base rate for his scheduled work, except in cases where the lack of available work is caused by conditions over which management has no control.

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ARTICLE 21

Miscellaneous

Section 1. In the event that any of the terms or provisions of this Agreement shall be or become invalid by reason of any Federal or State law, such invalidity or unenforceability shall not affect or impair any other terms or provisions of this Agreement.

Section 2. This Agreement is in full settlement of all the issues in dispute between the Company and the Union and the parties hereto expressly agree that there are no pending grievances and that during the term of this Agreement there shall be no reopening for collective bargaining negotiations or demands therefor as to any matter or issue not covered by the provisions of this Agreement, including, any and all other matters pertaining to pension plan, insurance, or any health or welfare plans, or for the renegotiation of any provisions of this Agreement.

Section 3. This Agreement constitutes the sole Agreement between the parties.

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