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AGREEMENT

PREAMBLE

This Agreement is by and between the CEMENT ASBESTOS PRODUCTS COMPANY, Ragland, Alabama, hereinafter known as the Company, and the UNITED CEMENT, LIME AND GYPSUM WORKERS INTERNATIONAL UNION, LOCAL 437, affiliated with the American Federation of Labor and Congress of Industrial Organizations, hereinafter known as the Union.

The intention of this Agreement is to set forth certain desirable standards governing wages, hours, working condition, and other conditions of employment to prevent strikes and lockouts and for the application of collective bargaining by the Union for all employees who are represented by the Union, and for the further application of the principles of negotiations, conciliation and arbitration, if necessary, during the life of the Agreement.

Both parties agree to abide by this Agreement during its term, it being the purpose to settle all differences without disturbance to industrial peace.

It is further understood by both parties that their object is the protection of the best interest of the Company, its employees, and the Union.

ARTICLE I - RECOGNITION

Section 1. The Company recognizes the Union as the sole collective bargaining agency for all production and maintenance employees of the employer at its Ragland, Alabama plant, including the janitor, laboratory technician, and plant clerical employees, but excluding office clerical employees, professional employees, guards, and supervisors as defined in the Act.

Section 2. The parties hereto agree to continue to apply the provisions of this Agreement to all employees without regard to race, color, sex, religious creed, or national origin.

ARTICLE II - TERM OF AGREEMENT

Section 1. This Agreement shall become effective October 1, 1967, and shall continue in effect through December 31, 1969, and each year thereafter, unless sixty (60) days' written notice is given by either party prior to the expiration date. Such written notice shall contain any changes or amendments desired, and only such changes and amendments as are contained in such notices shall be discussed by the conferees.

Section 2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event of the sale or lease by the Company of its plant covered by this Agreement or in the event the Company is taken over by sale, lessee assignments, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. The Company shall give notice of the existence of this Agreement to any purchaser, lessee, assignee, etc., of this Agreement. Such notice shall be in writing with a copy to the Union not later than the effective date of sale.

ARTICLE III - HOURS AND OVERTIME

Section 1. For the purpose of establishing and determining the work day and the work week, it is agreed that the work day shall start at 6:00 A.M. and end at 6:00 A.M. of the following day and that the work week shall start at 6:00 A.M. on Monday and end at 6:00 A.M. on the following Monday. A preparatory crew may be scheduled for work prior to 6:00 A.M. on Monday or the day following a holiday and will be paid at the rate of 1½ times the regular straight-time hourly rate for all hours worked prior to 6:00 A.M.

Section 2. The work week for all employees shall be five (5) consecutive days, and the work day shall be eight (8) consecutive hours.

Section 3. Time and one-half the regular straight-time hourly rate shall be paid for all time in excess of eight (8) hours in one day or over eight (8) consecutive hours at any time and forty (40) hours in one week. Overtime paid for on a daily basis shall not be duplicated on a weekly basis.

Section 4. Time and one-half the regular straight-time hourly rate shall be paid for the sixth (6th) consecutive day worked during the employee's regularly scheduled work week.

Section 5. In the event an employee works more than twelve (12) hours in his work day, he shall be paid for all hours worked in excess of such twelve (12) hours at double the straight-time hourly rate. After an employee has been engaged in work for twelve (12) consecutive hours, he shall be paid for all consecutive hours worked immediately succeeding and in excess of such twelve (12) hours at double the straight-time rate. In no event shall the two (2) immediately preceding provisions of this Section be applied to the same hours of work; however, the provision which creates the highest earnings shall be applied. This provision does not apply to the first such occurrence during the individual's work week.

Two (2) times the regular straight-time hourly rate shall be paid for the seventh (7th) consecutive day worked during the employee's regularly scheduled work week.

Section 6. All hours worked by an employee on Sunday shall be paid at the rate of two (2) times the employee's regular straight-time hourly rate, exclusive of shift differentials.

Section 7. Employees called to work on their day or days off shall be paid time and one-half for such work. A call on the day worked will be considered a call-out, a notice prior to the day worked will not be considered a call-out.

Section 8. Overtime occurring in the various classifications shall be divided as equally among the employees of the respective classifications as is practical. Employees shall work overtime when scheduled or requested to do so; however, employees will not be penalized for refusing to work overtime if a reasonable excuse is given and is acceptable to the Company. Overtime refused shall count as overtime worked for the purpose of equalization. An employee assigned on a temporary basis to a regularly scheduled job shall work any overtime on the job to which he is assigned.

Section 9. No employee shall be laid off during his regular work week to equalize overtime.

ARTICLE IV - BULLETIN BOARDS

Section 1. The Company shall make available ample bulletin board space for notice having to do with the official business of the Union; however, notices will be cleared with the Company before posting.

ARTICLE V - MILITARY LEAVE

Section 1. In the event an employee is drafted or enlists pursuant to the Selective Service Act of 1948 to serve in the military or naval forces of the United States of America and if, within ninety (90) days after his honorable discharge from such service, he shall make application for re-employment and shall furnish therewith formal proof of his honorable discharge, he shall be entitled to re-employment in accordance with the provisions of the Selective Service Act of 1948, or as amended, and as applied to his re-employment, his seniority standing in the job in which he was employed up to the time of his draft shall be considered as having remained continuously in effect and as having accumulated to the date of his re-employment.

ARTICLE VI - SENIORITY

Section 1. In all cases of promotions within the bargaining unit or increase or decrease of forces, the following factors shall govern:

(a) Seniority

(b) Physical fitness

(c) Ability to perform work

The Company and Union agree to apply (a), (b) and (c) of this section as follows:

(a) Seniority shall mean an employee oldest in point of service. For those employees hired on the same date, seniority shall be determined by the established Seniority List.

(b) Shall mean an employee must be physically qualified to do the job bid on or rolled to.

(c-1) The Company and Union agree that some jobs in this plant require more skill than others; shipping clerks must have had business machine training, one year or equivalent business school and must pass typing test; first-class Millwrights, Electricians, and Machinists must have three and one-half years' training; second-class must have two years' training; third-class must have one year's training; fourth-class need not have any training, only aptitude, education and physical fitness to learn the job. The Company reserves the right to fill the above jobs.

(c-2) In all other classifications, where factors (b) and (c) are substantially equal, seniority, (a), shall govern.

Section 2. New employees shall be regarded as temporary employees for the first thirty (30) working days of their employment. There shall be no responsibility on the part of the Company for the re-employment of temporary employees if they are laid off or discharged during this period. After thirty (30) working days' continuous employment, the names of such employees shall be placed on the seniority list in order of date of hiring. Seniority shall not be affected by layoffs or by illness of less than twenty-four (24) months' duration.

Section 3. In case any job is abolished, the employee on such job will be placed in accordance with Section 1 of this Article.

Section 4. When a decrease in working force is necessary, employees with the least amount of seniority will be the first to be laid off, provided the senior employee has necessary qualifications to fill the job. In restoring the working force after a decrease, recall shall be in the inverse order of layoff. Employees affected by a decrease in forces or a job abolishment shall be given three (3) days to exercise their rights under this Section.

Section 5. Within thirty (30) days of the signing of this Agreement, the Company will post on the Bulletin Board a current list of all employees in the Bargaining Unit showing date of employment and seniority position as initialed and approved initially by each employee. Once each six (6) months this list will be revised to show deletions and additions.

Section 6. All permanent vacancies or new jobs created other than at the labor grade shall be posted for bid by the Company. Such job shall be posted for three (3) days to enable employees to make written application for such job by making a notation on the posting. At the conclusion of the three-day period of posting, the job will be awarded within three (3) days to the senior bidder who has the necessary qualifications to fill the job. In the event there is a dispute as to whether or not an employee who bids for the job and who has greater seniority than the one awarded the job has the necessary qualifications, such dispute shall be handled through the Grievance Procedure, it being agreed that where the Union questions the Company's determination of qualifications, the burden at all times shall be on the Union to establish that the Company's determination was discriminatory or inherently wrong. During the period of posting and the period within which the Company is allowed to fill the job, the vacant job shall be filled on a temporary basis by the Company in its discretion. Any employee who has been assigned the job as a result of bidding shall be considered on a trial basis in the new classification for a period of fifteen (15) full shifts on consecutive work days. In the event of unsatisfactory performance in the new job or classification, he may be returned to his former classification and rate of pay at any time during such period or immediately at the end of such trial period. The employee likewise shall have the option to return to his old job during such trial period. During the trail period the employee's old job shall be filled by the Company on a temporary basis.

Section 7. An employee on layoff who fails to return to work within fifteen (15) days following written notification by certified mail sent to his last address which he has maintained on file with the Company will be considered to have voluntarily quit and to have forfeited all seniority rights. Such time may be extended by the Company upon a showing during the fifteen-day period that the employee is ill and unable to return to work. Any employee on layoff status shall retain his seniority for a period not exceeding twenty-four (24) months from the date of his last employment, and at the expiration of such twenty-four (24) months shall be deemed to have lost all seniority and right of recall.

ARTICLE VII - HOLIDAYS

Section 1. All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, and Christmas Day shall be paid at two (2) times the regular straight-time rate in addition to regular holiday pay.

Section 2. If no work is required of an employee on the above holidays, he will receive eight (8) hours' pay at his regular straight-time rate, provided he meets the following qualifications:

(a) The employee shall have been employed by the Company for at least thirty (30) calendar days prior to the holiday.

(b) The employee shall have worked his last scheduled working day prior to and his first scheduled working day after such holiday unless excused therefrom by management on account of sickness, accident, layoff, death, or otherwise excused absence. In no event shall a holiday be paid for unless an employee has worked during the thirty-day period immediately preceding or immediately following the holiday.

Section 3. If any of the foregoing holidays fall on Sunday, the following Monday shall be observed as the holiday.

Section 4. If a holiday occurs during an employee's vacation, he shall receive holiday pay in addition to vacation pay.

Section 5. Employees who are ordered to report on any holidays that are their regularly scheduled work days, and who fail to do so, shall not receive holiday pay unless excused therefrom by management on account of sickness, accident, or death.

Section 6. Shift differentials shall not be considered as part of an employee's regular straight-time rate for the purpose of unworked holiday pay.

Section 7. The Company shall post a notice of those employees who are to work on a holiday as far in advance of the holiday as feasible.

Section 8. When a holiday falls on an employee's regularly scheduled work day, it shall be counted as a day worked for the purpose of computing overtime.

Section 9. Employees called out for work on holidays shall receive eight (8) hours' pay at their regular straight-time hourly rate in addition to two (2) times their regular straight-time hourly rate for all time worked, with a minimum of four (4) hours at double time.

ARTICLE VIII - VACATIONS

Section 1. Vacation year shall begin June 1 of one year and end May 31 of the following year.

Section 2. As of June 1 each year, an employee who has worked thirteen (13) weeks during the vacation year immediately preceding June 1 shall be paid vacation as follows:

(a) Each employee who has been in the service of the Company for three (3) months but less than one (1) year shall receive one-twelfth (1/12) of one week's vacation pay credit for each full month worked from the date of his employment.

(b) Each employee who has been in the service of the Company for one year but less than three (3) years shall receive one week's vacation annually with pay.

(c) Each employee who has been in the service of the Company for three (3) years but less than ten (10) years shall receive two (2) weeks' vacation annually with pay.

(d) Each employee who has been in the service of the Company for ten (10) years but less than twenty (20) shall receive three (3) weeks' vacation annually with pay.

(e) Each employee who has been in the service of the Company for twenty (20) years or more shall receive four (4) weeks' vacation annually with pay.

Section 3. One week's vacation pay shall be forty (40) times his regular occupational rate without shift differential, provided he has worked thirteen (13) weeks during the vacation year.

Section 4. Employees who have one (1) or more years of service and who are separated from service for any reason will receive vacation pay due them on the following basis: one-twelfth (1/12) vacation credit for each full calendar month worked in the current vacation year. In the event the employment of any such employee is terminated for any reason, the Company shall pay to the employee, or to his beneficiary in the event of his death, all vacation pay due.

Section 5. On five (5) days' notice, vacation pay shall be available to employees before or during their last work shift prior to beginning their vacations.

Section 6. An employee will not be called to work while on vacation against his will.

Section 7. The Company will schedule all vacations, and shall have the right to schedule vacations during periods of scheduled plant vacation shutdowns. Where vacations are scheduled during times when the plant is in operation, recognition will be given in scheduling vacations to preferences in the order of seniority to the extent the Company determines to be practicable.

ARTICLE IX - WAGES

Section 1. The schedule of Basic Wage rates agreed upon and attached hereto shall become effective as of signing of this Agreement and shall remain in effect during the period of this Agreement.

Section 2. Any job not mentioned in the Agreement or any job with substantial changes in duties, equipment, or requirements, or any new jobs created in the Company's plant shall be open for negotiations by the Company and the Union as to wages upon proper written notice from either party to the other party. It is understood that the foregoing is subject to the provisions of Article XV - Grievances.

ARTICLE X - SHIFT DIFFERENTIALS

Section 1. Working shifts, for the purpose of shift differentials, normally shall be considered to be:

Day Shift:	6:00 A.M. to 2:00 P.M.
Afternoon Shift:	2:00 P.M. to 10:00 P.M.
Night Shift:	10:00 P.M. to 6:00 A.M.

Section 2. A differential of six (6) cents an hour shall be paid for all work performed by employees scheduled (including relief) and working on the afternoon shift, and a differential of twelve (12) cents an hour shall be paid for all work performed by employees scheduled (including relief) and working on the night shift. Shift differentials shall be included in the calculation of overtime compensation.

Section 3. Regular day workers, as distinguished from shift workers, temporarily assigned to shift jobs as relief or to shifts set up on a temporary basis shall receive the applicable shift differential for all hours worked on such shift work.

Section 4. Shift differentials shall not apply to regular day workers except as set forth in Section 3 above.

ARTICLE XI - DEDUCTIONS

Section 1. The Company will withhold fees and dues upon presentation of the following authorization, printed on a form furnished by the Union and signed by the employee:

> "I, ____________________, authorize and direct the Cement Asbestos Products Company, Ragland, Alabama to deduct from any earnings accumulated to my credit, membership dues and initiation fees charged against me by the United Cement, Lime and Gypsum Workers International Union, Local 457, upon presentation and formal demand by the proper authorities of that organization, agreeing that the Cement Asbestos Products Company, Ragland, Alabama, shall be saved harmless for deductions made under this circumstance.
>
> "Such voluntary authorization is irrevocable for a period of one (1) year or until termination date of the present Agreement, whichever occurs sooner, and shall be automatically renewed as an irrevocable authorization from year to year unless revoked by written notice to the Company and the Union within a period of fifteen (15) days immediately preceding termination date of any applicable Agreement or yearly period."

ARTICLE XII - UNION ACTIVITIES

Section 1. Union activities are not to be conducted on Company time except upon mutual agreement between the Company and the Union Committee.

Section 2. Any employee selected and acting as a representative of the International Union, District Council, or Local Union, shall be granted a leave of absence for such appointment with continuity of seniority rights. This leave will be limited to one (1) year, subject to renewal.

Section 3. A leave of absence will be granted to employees to attend Union conventions or other like Union activities without impairment of seniority and other employment rights and benefits. It is agreed that the Union will cooperate in selecting such employees so as not to interfere with plant operations. This leave will not exceed one (1) week.

ARTICLE XIII - TERMINATIONS

Section 1. The Company reserves the right to discharge or lay off any employee for just cause. The Company shall notify the Union in writing within three (3) days of the date of such discharge or disciplinary layoff of any employee and state the reason or reasons for such discharge or disciplinary layoff, and the Union must file an appeal within ten (10) days from date of discharge or disciplinary layoff, or the right of appeal is lost. Should it be determined through the grievance procedure that an employee has been unjustly discharged or laid off, such employee shall be reinstated to his former position without loss of wage rate or seniority and shall receive full-time pay at his regular straight-time hourly rate, provided, however, that the Company may credit against such pay any earnings or remuneration he has received from any source during such period.

ARTICLE XIV - MANAGEMENT FUNCTIONS

Nothing in this Agreement shall limit the Company in the exercise of its functions of management, under which it shall have, among other things, the right to select and hire new employees; to plan, direct, and control the working forces, to discipline, suspend, or discharge employees for just cause; to transfer or lay off employees because of lack of work; to require employees to observe Company rules and regulations not inconsistent with the provisions of this Agreement; to decide the number and location of its plants, the products to be manufactured, the methods and processes of manufacture, and the schedules of production, the schedule of hours of work; to determine the number of employees that it will employ at any time; to sell, close, liquidate, or consolidate the operations performed in the plant in whole or in part; and to separate and transfer employees in connection therewith, provided that the Company will not use these reserved functions of management for the purpose of discriminating against an employee. It is agreed that the enumeration of these functions of management shall not be deemed to exclude other functions not enumerated. The rights reserved under this paragraph, except those inconsistent with the terms of this Agreement, shall not be subject to the procedure set out in Article XV.

It is further agreed that any rights granted to or acquired by the employees or the Union under this Agreement or during its life shall have no application to or in any plant in which the Company may be interested in any location other than the location of the plant here involved.

ARTICLE XV - GRIEVANCES

Section 1. Step 1. Any dispute concerning the interpretation or application of any of the provisions of this agreement shall be presented by the employee or employees involved or on their behalf by the job steward to the immediate supervisor involved within five (5) calendar days of the act or occurence complained of.

Step 2. If the dispute is not settled between the employee involved and the immediate supervisor, the grievance may be reduced to writing and signed by the employee or employees involved and presented to the immediate supervisor involved within five (5) calendar days after the meeting in Step One (1). The plant manager shall meet with the committee and both parties will render their decisions on the grievance form in writing within five (5) calendar days after the written grievance is presented to supervisor.

Step 3. If the dispute is not settled in Step 2, it may, within ten (10) calendar days from the date of written decision of Step 2, be referred, in writing, to the Vice President and General Manager of the Company or his representative and an International or District Representative of the Union. A Federal mediator may be used in this step by mutual request of both parties.

Step 4. In the event no settlement is reached within thirty (30) calendar days from the date of the referral in writing under Step 3, either party may elect to submit the dispute to arbitration by written notice to the other party. The party requesting arbitration shall, within seven (7) calendar days of such written notice, request in writing, with copy of request to other party, the Director of the Federal Mediation and Conciliation Service to submit a list of seven (7) names to the parties, from which an arbitrator shall be selected by alternately striking names within ten (10) calendar days after receipt of the list. The Federal Mediation and Conciliation Service shall be notified promptly in writing, with a copy to the other party, of the arbitrator so selected by the party requesting arbitration.

Section 2. Grievances which are not appealed within the time limits provided above for any step shall be without effect and void, and another grievance shall not be filed covering the incident of the grievance dropped.

Section 3. After hearing the evidence and receiving briefs, if filed, the Arbitrator shall, within thirty (30) calendar days, render his decision, which shall be final and binding on the parties. The Arbitrator in his decision shall not add to, subtract from, modify, or nullify any of the terms of this Agreement or impair the rights reserved to management under Article XIV, either directly or indirectly, by way of interpretation. The decision of the Arbitrator shall be void insofar as it fails to comply with the foregoing limitations or insofar as it attempts to pass upon a request for a change in the wage schedules set out in this Agreement, except as set forth in Article IX, Section 2, of this Agreement.

Section 4. No more than four grievances will be submitted at one time to a single arbitrator. Each grievance involving a discharge shall be submitted as a separate hearing for each individual with no more than four cases to be presented to a single arbitrator.

Section 5. The expenses incident to the services of the arbitrator shall be paid for jointly by the parties.

Section 6. The Union and the Company agree to faithfully follow the above procedure in all matters of alleged violations.

ARTICLE XVI - SAFETY AND WELFARE

Section 1. The Company shall install such safety devices for the protection of the lives and health of its employees as may be reasonably necessary. Necessary protective clothing, gloves, boots, etc., will also be furnished by the Company.

Section 2. It is mutually agreed that the efforts of both the Company and the Union shall be directed to continue to maintain all equipment and tools in a safe and efficient working order, and that the regulations and safety codes adopted by the Department of Labor and Industries in the interest of protecting safety and health of industrial workmen as they affect this industry shall be strictly observed by both parties.

Section 3. The Company will continue to maintain a washhouse with heat, light and plenty of hot and cold running water and keep it in a sanitary condition and supply good drinking water in a sanitary manner wherever necessary about the plant.

Section 4. The Company shall equip and maintain a first aid supply kit with all necessary first aid supplies to perform any emergency treatment which may arise from an employee's work for the Company. The Company agrees to have a man from the plant trained to perform first aid work.

Section 5. The Company will make every effort toward the elimination of dust in the plant and will supply salt tablets and respirators to all employees needing them.

Section 6. The Company agrees to pay the cost of an insurance plan for each of their employees covered by this agreement, such insurance plan to provide for the following benefits:

1. $3,500.00 life insurance, with waiver of premium provision in event of total disability for employees under 60 years of age.

2. $3,500.00 accidental death or dismemberment, as per Standard Schedule.

3. $35.00 per week for twenty-six (26) weeks if disabled due to accident off the job or sickness. Accident benefits to begin first day of disability. Sick benefits to begin with eighth (8th) day of disability.

4. $18.00 per day for a maximum of forty-five (45) days for any one confinement for room and board while in hospital. Up to $250.00 maximum for hospital extras, such as fees for operating room, X-rays, drugs, etc.

5. $300.00 for surgery, as per Standard Schedule.

(A) Enrollment dates for new employees shall be on the first of the month following thirty (30) working days continuous service with the Company.

(B) Any employee who is laid off shall have his premium paid by the Company for thirty-one (31) days, after which he shall then have thirty-one (31) days during which he can convert his life insurance, if he so desires.

(C) Any employee laid off and recalled to work within twenty-four (24) months retains seniority and shall be enrolled in insurance programs upon his return to work, provided he was employed for a period of six (6) months prior to being laid off.

(D) The Company agrees to pay for dependents hospital insurance coverage, as per paragraphs 4 and 5 above, including maternity benefits up to $200.00. Enrollment date for dependents shall be same as for employee.

(E) Effective October 1, 1968, Item 4 above: $18.00 per day shall be increased to $25.00 per day.

ARTICLE XVII - WORKING CONDITIONS

Section 1. In the event of lack of work, any employee who is required to report for work or is not notified not to report for work, shall receive at least four (4) hours' pay for each day he so reports at straight-time hourly rates, provided, however, that the provision shall not apply where work is unavailable, owing to unforeseen emergencies that are beyond the control of the Company.

Section 2. In case of an emergency, when an employee is called for work during any hours after leaving plant, in addition to his regular shift or working week, he shall receive one and one-half (1-1/2) times his regular rate with a minimum of four (4) hours' pay.

Section 3. Employees called to work within eight (8) hours prior to and continuous with his shift will be allowed to work his normal eight-hour shift.

Section 4. An employee working any part of one-quarter (1/4) hour shall be paid for one-quarter (1/4) hour; over one-quarter (1/4) hour and less than one-half (1/2) hour shall be paid for one-half (1/2) hour; over one-half (1/2) hour and less than three-quarters (3/4) of an hour shall be paid for three-quarters (3/4) of an hour; over three-quarters (3/4) of an hour and less than one (1) hour shall be paid for one (1) hour.

Section 5. If an employee is temporarily transferred to another job for the convenience of the Company, he shall be paid his own rate or the rate of the job to which he is transferred, whichever is higher. If an employee is temporarily transferred to another job to avoid a layoff or for his personal reasons, he shall receive the rate of the job to which he is transferred or his own rate, whichever is lower.

Section 6. Employees shall obtain and put away tools and other equipment, and clean up premises on Company time.

Section 7. The Company shall furnish all tools and equipment for its employees, except to repairmen and other skilled trades, in which case these employees shall furnish their own hand tools. In case of breakage, the Company will replace or repair such tools; such breakage shall be reported immediately to the Company.

Section 8. Whenever the installation of mechanical equipment, change in production methods, the installation of new or larger equipment, the combining of jobs or the elimination of jobs, will have an effect on the job status of one or more employees, the Company will give the Union reasonable advance notice of same and, upon request by the Union, will promptly meet with the Union to review and explore the effects of such installation or installations or change or changes upon the working force.

Section 9. Supervisory employees shall not perform work on any hourly rated job classification if the result would be to displace an employee in the bargaining unit, but this will not prevent such work (1) in emergencies endangering life or property; (2) in the instruction or training of employees; (3) in testing materials and production; and (4) in the performance of necessary work when production difficulties are encountered without displacing or replacing regular employees.

Section 10. Recognizing that jury service is a civic duty of every qualified citizen, it is agreed that the Company shall share in any wage loss incurred by a regular employee (as distinguished from a probationary employee) because of such jury service by payment of the difference between the amount received for such jury service on the date such employee would have been regularly scheduled to work at his regular rate of pay; except that, if the time required for jury service on any day is a half day or less, the employee will be required to devote the remainder of the day to regular duties with the Company..

ARTICLE XVIII - CONTRACTORS

Section 1. All production and maintenance work other than new construction customarily performed by the Company in its own plant and with its own employees shall continue to be performed by the Company with its own employees as long as equipment and personnel are available and the work can be done without requiring unreasonable overtime hours.

ARTICLE XIX - PENSIONS

The parties will start negotiating a pension plan six months prior to expiration of this contract, and the pension plan will be made a part of the next contract.

ARTICLE XX - PROGRESSION PLAN

Section 1. All unskilled employees in the Mechanical Department classifications of Millwright, Electrician, and Machinist shall advance as follows and under the following conditions to the standard classification of the respective job as such jobs become available.

Beginner - 4th Class

After one year - 3rd Class

After two years - 2nd Class

After three years and six months - 1st Class

Section 2. The work of each such employee on a progression rate during the preceding period shall be reviewed by the Plant Superintendent, or his designated agent, with respect to qualifications and performance standards, and the employee will be furnished a copy of his merit rating.

Section 3. If the merit rating indicates the employee to be eligible, he will be advanced in accordance with the above schedule until he reaches the 2nd Class classification, or to 1st Class in the event such rating is open and available to him, in accordance with other provisions of this contract.

ARTICLE XXI - NO STRIKES OR LOCKOUTS

There shall be no interruption to or suspension of work through strike or lockout during the term of this agreement. Any employee who violates this agreement by interfering with or stopping work, or by advocating, encouraging, promoting or instigating such violation may be discharged and the only issue which may be the subject of a grievance or arbitration in such a case will be whether the discharged employee in fact engaged or joined in such interruption or work stoppage or other prohibited conduct in violation of this Agreement.

IN WITNESS WHEREOF, This Agreement between the parties has been executed by their duly authorized representatives this 16 day of [illegible], 1967.

FOR: UNITED CEMENT, LIME AND CYPSUM WORKERS INTERNATIONAL UNION, LOCAL 457	FOR: CEMENT ASBESTOS PRODUCTS COMPANY
Connie M. McGuffie	[illegible]
Leonard L. Higginbotham	W. W. Jensen
Tony R. Henderson	W. F. Beverly
Tyrone Perkins International Representative	

CAPCO ALV 0032438

BASIC HOURLY WAGE RATES

	October 1, 1967	October 1, 1968
Labor and Janitor	$ 2.33	$ 2.43
Load Unitizing, Tray Loader, Coupling Cutting Machine and Lathe Operator, Coupling Tester, Calender Operator, Stripper Operator, Pipe Lathe Operator, Flex-test Inspector and Production Report, Hydro-Test Inspector, Short Pipe Lathe Operator, Fork Truck Operator, Laboratory Technician, Shipping Clerk, Fittings Man, Cut-off Saw Operator, Scrap Grinder Operator	2.50	2.60
Pipe Machine Tender, Pipe Machine Operator, Batch Operator, Relief Operator, Autoclave Charger	2.71	2.81
Millwrights, Electricians, and Machinists - 4th Class	2.42	2.52
3rd Class	2.62	2.72
2nd Class	2.87	2.97
1st Class	3.12	3.22