AGREEMENT

BETWEEN

PITTSBURGH CORNING CORPORATION
PLANT NO. 7
OWENTOWN, TEXAS

AND

OIL, CHEMICAL AND ATOMIC
WORKERS INTERNATIONAL UNION

1968 — 1971

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AGREEMENT

THIS AGREEMENT made and entered into as of the 24th day of September, 1968 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").

WITNESSETH

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

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 and its Local Union 4-202.

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.

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.

Section 2. Collection of Dues:

1. Upon written authorization from any employee covered by this Agreement the Company agrees to deduct from wages of any such employee his union membership dues and to remit such dues promptly to the Secretary - Treasurer, Local Union 4-202.

2. In requesting deduction of Union membership dues members shall use the following written authorization form:

______________, 19____

Pittsburgh Corning Corporation
Tyler, Texas

You are hereby requested to deduct from wages due me the sum of $______ as my initiation fee and a like sum each succeeding calendar month as my monthly dues to Local Union No. 4-202, Oil, Chemical and Atomic Workers International Union. This authorization shall cover and be applicable to any changes in my monthly dues which may be established by such local union, provided however, that such local union shall have served you with thirty (30) days written notice of any such change. You are hereby authorized and directed to pay the sums deducted to

Local No. 4-202 for my account on or before the ________ day of the calendar month for which said deductions are made. You are further authorized and requested to continue the monthly dues deduction unless written instructions are received by you from me to advise the discontinuance of this deduction.

____
Employee

____
Address

3. The Union shall indemnify and save the Company harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company in reliance upon written authorization furnished to the Company by the Union or for the purpose of complying with any of the provisions of this Section.

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.

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, lay off, 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.

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.

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 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.

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.

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. The Company will supply the Union with a copy of such rule upon publication. Should the Union consider any such rule unreasonable, it shall be a matter for 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 and 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.)

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 wilful contamination of batch.

g. Purchasing the favor of supervisor by giving or loaning money or making gifts, and the like. 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.

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.

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.

Section 4. The present Factory Rules regarding Absenteeism and Tardiness are attached to this Agreement as Exhibits A and B respectively.

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.

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 advice, 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 Workmen's Committee and the Steward involved may discuss with management existing problems, if any, relating to health and safety at a mutually convenient time.

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 his 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 depart-

ment 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 than twelve (12) months.

B. Absence due to occupational injury for which employee receives Workmen's Compensation.

C. Time lost through layoff of less 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.

A forty-five (45) working day probationary period will continue to apply to employees successfully bidding on and filling permanent vacancies. If, during this probationary period, a promoted or transferred employee elects to return to his former job, or fails to qualify on the job, he may be returned to the last previous job on which he satisfactorily completed his probationary period. The youngest classified employees in each of the jobs affected by this backward movement will return to their former seniority status.

The employee who fails to qualify or who elects to return may do so only once in any twelve (12) month period. If on subsequent bids an employee fails to qualify or elects

to change, he may either claim a minimum rated job provided he has sufficient plant wide seniority to displace the youngest employee on such a job; or he may bid on any posted permanent vacancy; or, if unsuccessful on either, he may accept lay-off until successful in claiming a minimum rated job or in bidding on a permanent vacancy. The lay-off period would be subject to Section 3 and 4 of this Article.

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, if, jobs where re-occurring and repetitive work is to be performed, will be posted within five (5) working days and remain 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. It is understood and agreed that when employees have been demoted or laid off for lack of work that they shall be restored to their former jobs when work is resumed without the necessity of bidding, for the resumption of work will not be considered as creating a vacancy.

Section 8. Temporary vacancies of more than thirty (30) days arising out of illness or injury or occupational illness or injury for which an employee receives Workmen's Compensation, will be posted as Temporary Vacancies. The posting and filling of these temporary vacancies will follow the same procedure as for the posting and filling of Permanent Vacancies. However, an employee successfully bidding on Temporary Vacancies will not accumulate Seniority in the temporary position or department, but will continue to accumulate Seniority in his former position and department.

If a Permanent Vacancy occurs in a position filled by the Temporary Vacancy procedure, the Permanent Vacancy will be posted as such and filled in accord with Sections 5 and 7 of this Article. The employee filling the Temporary Vacancy must successfully bid on the Permanent Vacancy in order to begin to accumulate seniority in the position and department. Should such a bid be successful, the Temporary Vacancy will again be posted provided the temporary vacancy will continue for an additional period of more than thirty (30) days.

The employee who has been on an extended leave of absence resulting in a Temporary Vacancy shall be returned to his reg-

ular position when he is physically abl to efficiently perform the work and has been so released by the Company Doctor. The employee holding that position on a temporary basis will return to his former position.

Vacancies arising out of absences in excess of thirty (30) days resulting from military service or serving the Union in an official capacity on an approved leave of absence shall be posted as Permanent Vacancies.

It is the intent of this Section to protect, as far as practical, ill or injured employees in their rights under this Article and that no other employees, as a result of a Temporary Vacancy, obtain greater claims to the positions involved.

The Company will fill temporary vacancies of not more than thirty (30) days by the normal lines of progression among senior employees capable of performing the work as follows:

Relief Builders:

From the oldest qualified Master Builder on the shift.

Master Builders:

From the oldest qualified Builder on the shift.

Builders:

From the oldest qualified Feeder on the shift.

Feeder:

From the oldest qualified Production Laborer on the shift if Laborers are assigned. Normally, Production Laborers are not regularly assigned except during vacations or periods of absentee problems.

If these positions cannot be filled in this manner, and it is necessary to use employees on an overtime basis from the other shifts, the vacancy will be filled in accord with the present procedures governing distribution of overtime.

If the above procedure does not fill the temporary vacancy, the Company may then fill the temporary vacancy as necessary.

The Company and the Union may mutually agree to set aside these procedures in the case of absences longer than thirty (30) days but not in excess of sixty (60) days.

Section 9. 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.

Section 10. There shall be no bumping up.

Section 11. Continuous service records as compiled by the Company and accumulated prior to the date of this Agreement will be recognized.

Section 12. In case of dispute, Company records shall govern.

Section 13. 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 14. 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 Employer. Such leaves shall not exceed one (1) year except by mutual consent of the parties.

Section 15. 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 16. 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 twelve (12) months additional.

Such employee promoted prior to the date of this Agreement shall have accumulated seniority to that time and for an additional twelve (12) months.

Section 17. 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 18. There shall be four departments effective as of the date of this Agreement: (1) Production; (2) Finishing; (3) Maintenance; and (4) Shipping, Receiving and Warehousing.

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 of the members of the Committee shall be given to the Work 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:

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.

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 the District 4 Director, or his designee, 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. The 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 employee received his pay check pertaining to such occurrence.

Section 8. Grievances not appealed within ten (10) days from the date of decision rendered in Steps 1, 2 or 3 and thirty (30) days in Step 4, shall be considered settled on the basis of the decision last made and shall not be eligible for further discussion or appeal.

Section 9. If a grievance is not settled in Step 1, any individual employee or group of employees shall have the right to process their grievance with the Company but the settlement of such grievances shall not be inconsistent with the terms of this Agreement. A Union representative shall be given the opportunity to be present at such adjustment.

Section 10. It is agreed between the parties that there are no pending grievances and further, that no grievance shall be filed for anything that occurred prior to the date of execution of this Agreement.

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 by 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 th lower hourly rated job.

ARTICLE 12

JURY SERVICE

Section 1. In the event an employee on the active payroll is called for jury service, he shall be excused from work for each such day on which he serves or reports to serve and shall be paid for the time necessarily lost from his regular work schedule due to such jury service, provided he notifies the Company of his intended absence. The pay shall be the difference between each day's jury fee (exclusive of travel allowance) and the pay for hours of work necessarily lost computed at his individual rate for the work he would have performed. Such pay shall not be considered in the computation of overtime and other premium time. An employee excused from jury service shall report to work at the beginning of his next regularly scheduled shift. The employee will present proof of service of a jury duty notice or summons and the amount of pay received for such jury service.

ARTICLE 13

HOLIDAYS

Section 1. The following eight days shall be observed as holidays under the Agreement:

- New Year's Day
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

Section 2. Each regular full-time employee shall be paid for New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day and Christmas Day, eight (8) hours pay computed at his regular basic hourly rate, provided such employee works during the pay period in which such holiday occurs and works the scheduled hours on the last scheduled plant work day prior to

and the next scheduled plant work day after the holiday.

Section 3. If an employee is scheduled or requested to work on a holiday but fails or refuses to work, he shall not be paid for the holiday.

Section 4. Any employee who works on any of the eight holidays named above shall receive in addition to the eight (8) hours holiday pay provided in Section 2 above, compensation at his regular basic hourly rate for each hour worked during the first eight hours worked on such holiday, and for hours worked in excess of eight on such holiday, shall be paid at double time. This provision is in lieu of the provisions of Article 16 respecting overtime and there shall be no duplication or pyramiding of premium pay under these Articles.

Section 5. If the holiday falls on Sunday, it shall be observed on the following Monday.

Section 6. An unworked holiday shall be considered as a day worked in computing weekly overtime; however, in no case shall holiday or other premium or overtime pay be pyramided.

Section 7. An employee will be paid for a holiday falling within his scheduled vacation provided he has worked the scheduled hours on the last scheduled plant work day prior to and the next scheduled plant work day after his vacation.

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.

ARTICLE 15

FUNERAL LEAVE

Section 1. In case of death of a member of the immediate family of an employee, the

employee shall be granted time off to attend the funeral of the deceased but not to exceed three (3) scheduled work days. He shall be compensated for such scheduled time lost at his regular hourly straight time rate of pay.

Members of the immediate family shall be: wife (or husband), son, daughter, father, mother, brother, sister, mother-in-law or father-in-law.

No time off or pay shall be granted when the employee does not attend the funeral of the deceased.

ARTICLE 16

HOURS OF WORK AND OVERTIME

Section 1. A normal work day shall be eight (8) hours of work in a twenty-four (24) hour period, and the normal work-week shall consist of forty (40) hours made up of five (5) normal work days in seven (7) consecutive days. This Section defines the normal hours of work and is not to be construed as a guarantee of hours of work per week or per day.

Section 2. Overtime at the rate of time and one-half an employee's regular rate of pay shall be paid:

a. For hours worked by the employee in excess of eight (8) in a work day.

b. For hours worked by the employee in excess of forty (40) in a work week.

Section 3. Any hours which are paid for at overtime rates under any Section, Article, or provision of this Agreement shall not be counted as hours worked for the purpose of any other Section, Article, or provisions of this Agreement calling for overtime or premium pay.

Section 4. Employees shall work such overtime as may be required by the Company. Further, any employee who continuously finds it inconvenient to work overtime may be transferred by the Company to another job which is less apt to require overtime.

Section 5. It is understood that when overtime is required, the employee who is regularly assigned to the performance of the particular job or operation on which overtime is required shall be given preference on the overtime work. In the case where more than one qualified employee is assigned to a particular operation or on identical jobs, the Company will endeavor to assign the overtime work as equally as feasible.

ARTICLE 17

VACATION PLAN

Section 1. Employees who complete one thousand (1,000) hours or more of work by September 1 and who take vacation time off will qualify for one (1) weeks vacation. Employees with five (5) years or more of continuous service on September 1 of the vacation year

and who have completed one thousand (1,000) hours or more of work by September 1 and who take vacation time off will qualify for two (2) weeks vacation. Effective January 1, 1969, employees with two (2) years or more of continuous service on September 1 of the vacation year and who have completed one thousand (1,000) hours or more of work by September 1 and who take vacation time off will qualify for two (2) weeks vacation. Employees with ten (10) years or more of continuous service on September 1 of the vacation year and who have completed one thousand (1,000) hours or more of work by September 1 and who take vacation time off will qualify for three (3) weeks vacation.

Section 2. Employees qualifying for one (1) weeks vacation and who take vacation time off from work will receive vacation pay equal to forty (40) hours at their base pay. Employees qualifying for two (2) weeks vacation and who take vacation time off from work will receive vacation pay equal to eighty (80) hours at their base pay. Employees qualifying for three (3) weeks vacation and who take vacation time off from work will receive vacation pay equal to one hundred twenty (120) hours at their base pay. Vacation pay will not be paid to employees who qualify but who do not take vacation time off.

Section 3. The normal vacation period is May 1 to September 15. Any vacation not completed during a calendar year cannot be carried over to the next year. Vacations will, so far as possible, be granted at times most desired by the employees between May 1 and September 15; however, if an employee has completed one thousand (1,000) hours or more, at the Company's discretion, he may be allowed to take his vacation outside the normal vacation period of May 1 to September 15; but the final right to allotment of vacation period is reserved by the Company so that orderly operations of the plant may be insured. The Company may shut down any or all of its operations for part or all of the vacation periods and to have the employees take their vacations at such times. It is of course, understood that no employee can have more than one vacation each calendar year.

With regard to employees entitled to three (3) weeks vacation, the Company reserves the right to limit such vacation time to two (2) weeks off (without affecting vacation pay) if it so deems necessary.

Section 4. An employee, even though otherwise eligible, forfeits the right to receive any vacation benefits under this plan if he is discharged for cause prior to January 1 of the vacation year.

Section 5. If at the time of lay-off, quit, death, or retirement, an employee has qualified for and not received his vacation for the year, vacation pay will be paid by the Company.

Section 6. It is agreed that if an employee wishes to add an additional day to his vacation when a holiday falls within his vacation period he may do so provided he has made known his request at the time his vacation is scheduled. This will not affect his vacation or holiday pay.

ARTICLE 18

SHIFT DIFFERENTIAL

Section 1. Effective September 23, 1968, workers on the second shift will be paid ten (10c) cents per hour as a premium for such work.

Section 2. Effective September 23, 1968, workers employed on the third shift will be paid twenty (20c) per hour as a premium for such work.

ARTICLE 19

INSURANCE BENEFITS

Section 1. The Company and the Union hereby agree upon the continuation of the existing insurance program for the term of this Agreement, plus the following changes:

A. Effective November 1, 1968, the Blue Cross - Blue Shield Insurance will be increased to the standard $350 level, $15 Room and Board daily allowance. The $25 Medical deduction is continued.

B. Effective October 1, 1968, the Life and Accidental Death and Dismemberment insurance will be increased from $4,000 to $5,000.

C. Effective November 1, 1969, the Blue Cross - Blue Shield Insurance will be further increased by increasing the $15 Room and Board allowance to $20 per day.

D. Effective October 1, 1969, the Accident and Sickness Insurance benefits will be increased from $35 to $45 per week.

E. Employee contributions for dependancy coverage under the Blue Cross - Blue Shield Insurance program will be reduced to $10 per month, effective with the November 1, 1968 insurance premium.

F. No other changes will be made in the existing insurance program.

For a regular employee to be eligible for such insurance plans, he must be employed by the Company for a period of ninety (90) days. Coverage will then be made effective as of the first day of the following month.

Section 2. If after the effective date of this Agreement there should be an increase in the cost of the dependency insurance coverages, the employees shall pay the full cost of such increase. Failure to authorize such payroll deductions shall result in cancellation of the insurance coverages.

Section 3. The costs and benefits under this insurance program shall be credited against the requirement of any law requiring the same in whole or in part during the term of this agreement.

ARTICLE 20

WAGE RATES

Section 1. Wage rates and job classifications as agreed upon are attached as the Wage Rate Schedule and shall be on File at the Personnel Office of the Company and shall remain undisturbed for the life of the Agreement, except when substantial changes in, or introduction of new methods of operation, or job classifications and evaluation shall require change.

Section 2. Effective September 3, 1968, there shall be a general hourly increase of fifteen (15c) cents per hour.

Effective October 1, 1969, there shall be a general hourly increase of thirteen (13c) cents per hour.

Effective October 1, 1970, there shall be a general hourly increase of twelve (12c) cents per hour. An additional increase of four (4c) cents per hour will become effective October 1, 1970.

ARTICLE 21

PENSION PROGRAM

Section 1. The existing pension program shall continue unchanged during the term of this Agreement.

ARTICLE 22

SUPERVISORY EMPLOYEES

Section 1. Supervisors shall not perform work usually performed by employees covered by this Agreement except as a temporary measure in cases of emergency, instruction or training of employees, experimental and development work, the making of minor adjustments or changes, and when needed to keep the production line moving.

ARTICLE 23

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 during the term of this Agreement there shall be no re-opening 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 re-negotiation of any provisions of this Agreement.

Section 3. The Company will mak every reasonable effort where possible, to give ne week's notice of change of schedule from five day to a six day operation.

Section 4. This Agreement constitutes the sole Agreement between the parties.

ARTICLE 24

TERM OF CONTRACT

Section 1. This Agreement shall become effective on the date of its execution unless otherwise specified above, and shall remain in full force and effect until 11:59 P.M. September 30, 1971 and thereafter shall continue in force from year to year, unless either party hereto shall notify the other in writing at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year, of an intention to make changes in or terminate this agreement. Such written notice shall specify any changes or amendments desired by the party giving such notice and shall be sent by registered mail.

WITNESS the execution of this Agreement by the duly authorized representatives of the Company and of the Union on the date first above written.

PITTSBURGH CORNING CORPORATION
Plant No. 7
Owentown, Texas

By: (s) BYRL M. STOUT
Vice-President Manufacturing

By: (s) CARLTON L. KELLEY
Assistant to Vice-President Manufacturing

By: (s) CHARLES E. VAN HORNE
Works Manager, Plant 7

By: (s) JAMES McMILLAN
Consulting Engineer

By: (s) EDMUND M. SNAVELY
Works Accountant

By: (s) DENMAN A. WARREN
Plant Supervisor

By: (s) WILLIAM B. JENKINS
Supervisor, Shipping, Receiving and Warehousing

OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION

By: (s) J. B. STOKES
International Representative

OIL, CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION
LOCAL NO. 4-202 WORKMEN'S COMMITTEE

By: (s) B. J. MILLER
Chairman of Pittsburgh Corning Group

By: (s) H. D. SPENCER
Committeeman

By: (s) H. L. YANDLE
Committeeman

By: (s) J. C. YANDLE
Committeeman

PITTSBURGH CORNING CORPORATION

ABSENTEE RULE

(Exhibit A)

Effective April 1, 1965

An unauthorized absence is defined as absence from scheduled work which had not been approved in advance by the employee's foreman, excepting only the following:

— Absences caused by an injury while at work

— Absences for which benefits are paid under the Group Accident and Sickness Insurance

— Absences due to injury or sickness of shorter duration, duly certified by the employee's doctor

— Absences due to illness or injury in the immediate family duly certified by th employee's doctor

— Absences resulting from a death in the immediate family

— Absences authorized by an approved Leave of Absence

— Absences for Jury Service as provided in Article 12

— Absences because of vacation as provided in Article 17

NOTE: "Immediate Family" is defined in Article 15 of the current Agreement.

Following each unauthorized absence, the Foreman shall discuss it with the employee to determine the reason for the absence, review the past absentee record of the employee and to take such disciplinary action as is warranted.

The first unauthorized absence will result in an oral warning.

The second unauthorized absence will result in a written warning with a copy sent to the Chairman of the Workmen's Committee.

The third unauthorized absence will result in a three working day suspension.

The fourth unauthorized absence will result in discharge.

This absentee rule in no way supersedes or affects the requirement that employees must be physically fit to perform their work; nor the requirement that three consecutive days absence without notifying the Company and without a reasonable excuse will result in removal from the rolls.

A period of ninety working days without an unauthorized absence will be sufficient to clear the record to the extent a new sequence is established.

The application of a second suspension

within a twelve month period will result in discharge.

It is agreed that the Company may check with Undertakers or Physicians in the event of death or personal illness or illness in the family and that in cases of illness the Company has the right of visitation. Malingering on the part of any employee will not be condoned under any circumstances.

PITTSBURGH CORNING CORPORATION
TYLER, TEXAS

TARDINESS RULE

(Exhibit B)

Effective April 1, 1965

Tardiness is defined as unexcused failure to report for work on time as reasonable and prudent men would find.

The first offense will result in an oral warning.

The second offense will result in a written warning with a copy to the Chairman of the Workmen's Committee.

The third offense will result in a three working day suspension.

The fourth offense will result in a ten working day suspension.

The fifth offense will result in discharge.

Ninety working days without an offense will be sufficient to clear the record to the extent a new sequence is established.

The application of a third suspension within a twelve month period will result in discharge.

These rules will be applied uniformly and without discrimination.

PITTSBURGH CORNING CORPORATION
Owentown, Texas

WAGE RATE SCHEDULE

Effective: September 3, 1968, including inequity adjustments effective September 23, 1968

Production Department	
Production Laborer	$2.055
Feeder	2.055 - 2.155
Builder Trainee	2.155 - 2.21
Builder	2.21 - 2.365
Master Builder	2.415
Relief Builder	2.415 - 2.52
Oven Man	2.105
Finishing Department	
Saw Room Laborers	$2.055
Saw Feeder	2.105
Tying Machine Operator	2.105
Saw Room Utility Man	2.205
Scale Man	2.21
Inspector	2.21
Shipping, Receiving and Warehousing Department	
Shipper	$2.105 - 2.315
Loading and Unloading Labor	2.055
Maintenance Department	
Maintenance Man	$2.21 - 2.64
General Laborer	2.055

PITTSBURGH CORNING CORPORATION
Owentown, Texas

WAGE RATE SCHEDULE

Effective: October 1, 1969

Production Department	
Production Labor	$2.185
Feeder	2.185 - 2.285
Builder Trainee	2.285 - 2.34
Builder	2.34 - 2.495
Master Builder	2.545
Relief Builder	2.545 - 2.65
Oven Man	2.235
Finishing Department	
Saw Room Laborers	$2.185
Saw Feeder	2.235
Tying Machine Operator	2.235
Saw Room Utility Man	2.335
Scale Man	2.34
Inspector	2.34
Shipping, Receiving and Warehousing Department	
Shipper	$2.235 - 2.445
Loading and Unloading Labor	2.185
Maintenance Department	
Maintenance Man	$2.34 - 2.77
General Laborer	2.185

PITTSBURGH CORNING CORPORATION
Owentown, Texas

WAGE RATE SCHEDULE

Effective: October 1, 1970

Production Department	
Production Labor	$2.345
Feeder	2.345 - 2.445
Builder Trainee	2.445 - 2.50
Builder	2.50 - 2.655
Master Builder	2.705
Relief Builder	2.705 - 2.81
Oven Man	2.395
Finishing Department	
Saw Room Laborer	$2.345
Saw Feeder	2.395
Tying Machine Operator	2.395
Saw Room Utility Man	2.495
Scale Man	2.50
Inspector	2.50
Shipping, Receiving and Warehousing Department	
Shipper	$2.395 - 2.605
Loading and Unloading Labor	2.345
Maintenance Department	
Maintenance Man	$2.50 - 2.93
General Laborer	2.345

The following procedures apply to work performed in occupations with Rate Ranges:

Feeder

Starting rate will be paid during the training period. At the end of ten (10) full shifts of training, the top rate will then be paid, provided the employee qualifies.

Builder Trainee

Starting rate will be paid during the training period. At the end of ten (10) full shifts of training, the top rate will then be paid, provided the employee qualifies.

Builder

Starting rate will be paid during the training period. At the end of twenty (20) full shifts of *training, a ten (10c) cent* increase will be given provided the employee qualifies. At the end of another twenty (20) full shifts of training, the top rate will then be paid, provided the employee qualifies.

Master Builder

This classification is limited to two men per shift. Positions to be filled from the Builder classification from those Builders who are fully qualified.

Relief Builder

This classification is to be filled from the Master Builder classification. Starting rate will be *paid during the training period.* At the end of twenty (20) full shifts of training, the top rate will then be paid, provided the employee qualifies.

Maintenance Men

Starting rate will be paid during the first three months an employee is regularly assigned to this position. At the end of the first three month period, an automatic increase of five (5c) cents will be made. At the end of each succeeding six (6) month period, an additional five (5c) cent increase will be granted until the top of the rate range is reached.

Shipper

Starting rate will be paid during the first three months an employee is regularly assigned to this position. At the end of the first three month period, an automatic increase of five (5c) cents will be made, provided the employee qualifies. At the end of the next six month period an automatic increase of five (5c) cents will be *made, provided the employee qualifies.* Thereafter, increases in increment of five (5c) cents will be made not earlier than six months nor later than twelve months from the preceding increase until the top of the rate is reached.