

Section 10. Seniority: seniority 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.

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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.

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... employee provisions prior to the date of this Agreement,
shall have no effect. The provisions of this Agreement shall
be the final agreement between the parties.

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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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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 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.

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Section 6. Any dispute shall be considered as arising from
the date of filing of the grievance 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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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 the lower hourly rated job.

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ARTICLE 12
Jury Service

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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.

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ARTICLE 13

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

New Year's Day
Memorial Day
July Fourth
Labor Day

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, 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 seven holidays named above shall receive in addition to the eight (8) hours' holiday pay provided in Section 2 above, compensation at

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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 those 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.

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Section 1. The Company agrees not to call employees to work when no work is available, and agrees to place as many employees finishing one contract as they can on other work 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 efforts to notify employees when not to report for work, but every employee is advised to be notified must provide reasonable telephone numbers 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 15

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Article 15.02

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.

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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 as overtime wages under any Section, Article, or provision of this Agreement shall not be counted as hours worked for the purposes 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.

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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.

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ARTICLE 17
Vacation Plan
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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) week's vacation

Section 2. Persons qualifying for vacations and who take vacation time off from work, will receive vacation pay equal to forty (40) hours at their base pay. Vacation pay will not be paid to employees who qualify but who do not take vacation time off. In the event a holiday occurs within an employee's vacation, he must take an additional day off if he wishes to receive holiday pay for which he has qualified. Vacation pay and holiday pay will not be pyramided.

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, 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

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for part or all of the vacation periods and to have the employees take their vacations at such times.

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 layoff, 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.

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Section 1. Workers employed on the second shift will
be paid six (6) cents per hour as a premium for such work.

Section 2. Workers employed on the third shift will
be paid eight (8) cents per hour as a premium for such work.

Section 3. This Article shall be effective March
4, 1953.

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ATTACHED 19

~~CONFIDENTIAL~~

NOTE: THIS DOCUMENT DID
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Section 1. The Company and the Union hereby agree upon the continuation of the existing insurance program for the term of this Agreement plus effective August 1, 1964 increasing the group accident and sickness insurance benefits from a minimum of thirteen (13) weeks to a maximum of twenty-six (26) weeks.

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.

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WHILE 20

NOTE: THIS DOCUMENT DID
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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 classification and evaluation shall require change.

Section 2. Effective April 1, 1964, there shall be a general hourly wage increase of four (4) per cent per hour, adjusted to the nearest half-cent (1/2¢).

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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 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 renegotiation of any provisions of this Agreement.

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

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~~EXCLUDED FROM RELEASE~~

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 Midnight, March 31, 1965, 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.

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WITNESS the execution of this Agreement by the duly
authorized representatives of the Company and of the Union on
this 23th day of July, 1964.

OIL CHEMICAL AND ATOMIC WORKERS
INTERNATIONAL UNION

PITTSBURGH CORNING CORPORATION
Plant No. 7
Owentown, Texas

By: W. L. Murphy
Dial Murphy, International
Representative

By: C. L. Kelley
C. L. Kelley, Assistant to
Vice President, Manufacturing

WORKMEN'S COMMITTEE

J. W. McGillan
J. W. McGillan,
Works Manager, Plant 7

By: Leon J. Musick
Leon J. Musick, Chairman of
Workmen's Committee

James G. McMurry
James G. McMurry, Plant
Supervisor

W. D. Bass
W. D. Bass, Chairman of
Pittsburgh Corning Group

Wm. B. Jenkins
Wm. B. Jenkins, Supervisor,
Shipping, Receiving and
Warehousing

Bobbie Oglesby
Bobbie Oglesby,
Committee

Robert D. Simpson
Robert D. Simpson,
Committee

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