Digest of

Profit-Sharing, Savings, and Stock Purchase Plans, Winter 1961-62 (20 Selected Plans)

Bulletin No. 1325



UNITED STATES DEPARTMENT OF LABOR

Arthur J. Goldberg, Secretary

BUREAU OF LABOR STATISTICS

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Preface

This bulletin describes the principal features of 20 selected profit-sharing, savings, and stock purchase plans in effect in the winter of 1961-62. It was prepared in response to inquiries about such plans that the Bureau of Labor Statistics continuously receives from individuals and organizations at home and abroad, and as part of the Bureau's continuing program of employee-benefit plan studies.

Most of the plans in this digest are well known; the others were selected because they illustrate different means of providing benefits to workers. These plans are not presented as typical or model plans or as a representative sample of all plans in effect. All of the plans summarized cover production and related workers or non-supervisory workers; some also cover salaried and supervisory employees.

The cooperation of the companies who kindly furnished information about their plans is gratefully acknowledged. This digest was prepared in the Bureau's Division of Wages and Industrial Relations by Dorothy R. Kittner, under the supervision of Donald M. Landay.

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Digest of Selected Profit-Sharing, Savings, and Stock Purchase Plans, Winter 1961-62

Explanatory Notes

This digest summarizes the major provisions of selected profit-sharing, savings, stock purchase, and similar plans for wage and salary employees. Brief explanations of the terms used in the summary outlines are set forth below. It must be emphasized that a summary of a plan must necessarily omit many features and administrative details embodied in the plan and trust agreement which govern its operation.

Type of Plan.

Profit-Sharing Plan. A plan requiring the company to pay into a fund a part of its annual net profit, which is credited to each participant's account—usually in proportion to his annual compensation. The contribution is invested in stocks and bonds. If participants contribute, the plan is called a profit-sharing and savings plan.

Savings Plan. A plan requiring the participants as well as the employer to contribute. The worker's savings are usually invested in U.S. Savings Bonds and the employer's bonus, commonly a percentage of the worker's contribution, in stocks and bonds. These plans are often called a "thrift plan," or, where the employer's bonus is in company stock, a "stock bonus plan."

Stock Purchase Plan. A plan that permits participating employees to purchase, often through payroll deductions, shares of company stock, usually at less than the prevailing market price.

Plans identified by two or more terms include elements of two or more of the plan types described above. Some plans of either of the first two types provide retirement incomes to participants through purchase of annuities with the assets in participants' accounts. ¹

Effective Date. The effective date of the original provisions of the plan.

Date of Latest Amendment. Effective date of the most recent amendments to the plan. This digest reflects provisions in effect in the winter of 1961-62.

Participants. Workers eligible to participate in plan. Participation, except where noted, is voluntary in plans requiring worker contributions.

Participant's Contribution. The amount or percentage of earnings a participant must contribute. Conditions under which a worker may temporarily discontinue his contribution are not described in this digest.

¹ See the plans of the following companies: Eastman Kodak Co.; Federated Department Stores, Inc.; Gulf Oil Corp.; Philip Morris, Inc.; The Procter and Gamble Co.; Sears, Roebuck and Co.

Company's Contribution. The formula determining the company's contribution.

Distribution of Company Contribution. The formula determining how the company's contribution is allocated to each participant's account.

Investment of Fund's Monies. The type of investment permitted under the plan (e.g., U.S. Savings Bonds, company stock, noncompany stock, etc.), and limitations, if any, on the amount of money that can be invested in each type.

Withdrawal of Money From Fund. The conditions under which an actively employed participant may withdraw money from the fund and the restrictions on the amount that may be withdrawn. If a participant withdraws totally or partially, he is usually prohibited from participating in the plan for a specified period.

Payment From Fund in Case of Retirement, Disability, Death, and Other Specified Reasons. The amount credited to the participant's account to which he or his beneficiary is entitled on termination of employment for the reasons specified. The disability benefits in this section are those payable to disabled participants. The benefit amounts are due the participant or his beneficiary in a single lump-sum payment, unless otherwise indicated.

Vesting (Credits or Payments From Fund in Case of Separation for Other Reasons). The amount of company contributions credited to a participant's account to which a participant is entitled if his employment terminates for reasons other than those cited under payment from fund in case of retirement, disability, death, and other specified reasons.

Forfeitures. The formula determining the allocation of company contributions forfeited by participants—usually on termination of employment.

Provision in Illustrative Union Agreement. The provision quoted illustrates how the plan is referred to in one or more of the company's current collective bargaining agreements.

Profit-Sharing Plans

Name of plan:	American Motors Corp.—Union Progress Sharing Plan.	
Effective date:	October 1961.	
Participants:	All employees represented by the United Automobile Workers (AFL-CIO) and other unions recognized by company as bargaining agents.	
Participant's contribution:	None.	
Company [†] s contribution:	10 percent of profit-sharing fund base 1 in cash; and 5 percent of profit-sharing fund base in company common stock.	
Distribution of company's contribution:	10 percent of profit-sharing fund base, 1 less the amount required to be paid to the company's employee-pension trust, 2 to be used as follows:	
	First—to meet additional insurance cost for ensuing year;	
	Second—to establish and/or increase a contingency reserve;	
	Third—an amount equal to $^{1}/_{16}$ of the maximum funding of the supplemental unemployment benefit fund for the month of December of the current year transferred to the special account of the SUB fund; and the remainder, if any, to be put in a general reserve.	
	Company common stock ³ to be credited to each individual employee in manner determined by the joint committee.	
Withdrawal of money from fund:	To be determined by joint committee.	
Payment from fund in case of retirement, death, or other reasons:	To be determined by joint committee.	
Vesting:	To be determined by joint committee.	

1 Consolidated net annual earnings as adjusted, less 10 percent of stock-

holders' investment, as adjusted as of beginning of year.

The amount referred to is the annual contribution company must make to the employee-pension trust with respect to any increase in cost attributable to the extension and improvement in the pension plan provisions as amended September 6, 1961.

See "company's contribution."

Participants' participation in plan administration American Motors Corp.—Union Progress Sharing Plam—Continued

Joint committee, consisting of six members appointed by the union and six appointed by company, is responsible for the distribution of assets represented by the company's cash contribution under the plan.

Joint committee, consisting of three members appointed by the union and three by the company, is responsible for implementing the stock portion of the plan.

Provision in illustrative union agreement:

National collective bargaining agreement with the United Automobile Workers (AFL-CIO), Article II-A, entered into September 6, 1961, provides:

"Subject to the approval of its board of directors and also of its stockholders, if . . . , deemed necessary or advisable . . . , the company will establish a progress sharing plan . . . which is . . . made a part of this agreement as is fully set out herein for the purpose of sharing the progress of the company with employees covered by the plan . . .

American Velvet Co.

Profit-Sharing Benefit (cash bonus plan). 1

Effective date:

December 1, 1940.

Participants:

Employees, including foremen (but excluding officers, executives, and salesmen), with 160 hours of work during year.

Participant's contribution:

None.

Company's contribution:

18 percent of net annual profit.

Distribution of company's contribution:

Proportionate to wages earned during year. Distribution is made annually.

Provision in illustrative union agreement:

Collective bargaining agreement with Local 110, Textile Workers Union of America, Section 10, dated August 30, 1961, provides:

"In addition to the wages provided for in this agreement there shall be paid, distributed and/or set aside annual additional compensation of twenty-seven (27) percent of the net profits earned by the company during each fiscal year during the term of this agreement as follows: . .

"Eighteen (18) percent of such net profits shall be paid over and divided among all eligible employees . . . "2

A deferred profit-sharing plan is also in effect. (See page 6.)

² The remaining 9 percent is used to provide the deferred profit-sharing benefit.

Name of plan: American Velvet Co. American Velvet Fund (deferred profit-sharing plan). 1 Effective date: August 16, 1947. Participants: Employees, including foremen (but excluding officers, executives, and salesmen), with 160 hours of work during year. Participant's None. contribution: Company's 9 percent of net annual profit. contribution: Proportionate to wages earned during year. Distribution of company's contribution: Investment of Stocks and securities (not in company). fund's monies: Withdrawal of With 10 or more years of service, while receiving State UI benefits-\$10 per week; thereafter, \$40 per week. Maximum-\$1,300. money from fund during temporary layoff: Payment from 100 percent payable in 120 monthly installments if amount is fund in case ofover \$2,400, in lump sum if less; if participant retires at age Retirement or 60 (age 55 for women), payment deferred until age 65. disability: Death: 100 percent. Employees may choose either (1) 100 percent plus annual re-Layoff: adjustments, 2 deferred until age 65, (2) with less than 10 years of service—50 percent immediately and remainder forfeited; with 10 or more years of service-50 percent immediately and remainder deferred until age 65. With less than 10 years of service-50 percent immediately and Vesting: remainder forfeited; with 10 or more years of service-50 percent immediately and remainder deferred until age 65. Credited to account of remaining participants. Forfeitures:

Provision in illustrative union agreement:

Collective bargaining agreement with Local 110, Textile Workers Union of America, Section 10, dated August 30, 1961, provides:

"In addition to the wages provided for in this agreement there shall be paid, distributed and/or set aside annual additional compensation of twenty-seven (27) percent of the net profits earned by the company during each fiscal year during the term of this agreement as follows:

"Nine (9) percent of such net profits shall be paid into the profitsharing plan and trust fund known as the American Velvet Fund established by the agreement of August 16, 1947 . . . "3"

A cash profit-sharing benefit plan is also in effect. (See page 5.)

² Readjustments resulting from revaluation of fund and annual credit for accumulated earnings and forfeitures.

The remaining 18 percent is used to provide the cash profit-sharing benefit.

Philip Morris, Inc.

Deferred Profit-Sharing Plan.

Effective date:

October 5, 1955.

Date of latest amendment:

November 30, 1960.

Participants:

Full-time worker employed 24 months, excluding employees of nontobacco divisions.

Participant's contribution:

None.

Company's contribution:

3 percent of consolidated annual income, excluding all or part of nontobacco income.

Distribution of company's contribution:

Proportionate to participant's compensation during year.

Investment of fund's monies:

No limitation; may be invested in company's securities.

Withdrawal of money from fund:

Not permitted.

Payment from fund in case of termination of employment for any reason: 100 percent of participant's account; in cash (lump sum or installments) or an annuity, at profit-sharing committee's option.

Vesting:

100 percent of participant's account.

Forfeitures:

None.

Provision in illustrative union agreement:

Collective bargaining agreements with Tobacco Workers International Union, Louisville, Ky., and Richmond, Va., effective January 31, 1960, and February 1, 1960, respectively, provide:

"Announcement of all employee benefit programs, including . . . deferred profit-sharing plan has been made and explanation of such program shall be distributed as soon as practical to each employee and to each new employee."

Profit-Sharing and Savings Plans

Name of plan:	Eastman Kodak Co. Wage Dividend Plan (cash bonus plan).	
Effective date:	1912.	
Date of latest amendment:	1960.	
Participants:	Workers employed on or before December 1, on payroll on last Sunday in December, and actively at work on worker's last scheduled workday in last week of year. 1	
Amount of wage dividend:	Percentage of participants' earnings during previous 5 years is determined by the amount of cash dividends paid on common stock during the year for which the wage dividend is declared as shown in following schedule:	
	If cash dividends Wage dividend rate that is declared on common applied to earnings in the stock is previous 5 years is	
	\$0.35 a share or less None.	
	\$0.36 to \$0.90 0.05 percent for each cent of cash dividend in excess of \$0.35.	
	\$0.91 to \$1.40	
	\$1.41 to \$2.20	
	\$2.21 and over 3.65 percent, plus 0.001 percent for each cent of cash dividend declared in excess of \$2.20.	

Also eligible are workers absent from work owing to sickness, accident, vacation or excused absence; laid-off workers; women on leave because of pregnancy; workers who retired during year or left company during year because of permanent and total disability; and beneficiaries of workers who died during year.

Eastman Kodak Co.

Eastman Kodak Savings and Investment Plan.

Effective date:

November 1, 1960.

Date of latest amendment:

1961.

Participants:

Employees with at least 5 years of service who earned less than \$45,000 annually.

Participant's contribution:

Employer contributes to this plan rather than to wage dividend plan, at participant's option.

Company's contribution:

At participant's option, in company stock, diversified noncompany stock, and U.S. Government securities.

Withdrawal of money from fund:

Investment of

fund's monies:

Once a year, current value of any investment made either 2 or 10 years earlier (but not both), including any earnings on that investment.

In financial emergencies, all or part of money in account, dependent on the merits of the situation; administrative committee's approval required.

Payment from fund in case of Retirement:

100 percent; lump sum (stock and cash), installments, or annuity, at administrative committee's option.

Death:

100 percent; lump sum (stock and cash).

Vesting:

100 percent of participant's account; in lump sum (stock and cash), installments, or an annuity, at administrative committee's option.

Name of plan:	Federated Department Stores, Inc. Retirement Income and Thrift Incentive Plan.
Effective date:	January 25, 1953.
Date of latest amendment:	January 24, 1961.
Participants:	Regular employees with 5 years of service and who are less than age 65.
Participant's contribution:	Thrift fund—up to 5 percent of annual compensation (not in excess of \$20,000), at participant's option.
	Retirement fund—none.
Company's contribution:	6 percent of before-tax income, but not more than an amount that reduces company's net income to 6 percent of company's invested capital for year, distributed as follows:
	Thrift fund—25 percent of participant's contributions. 1
	Retirement fund—6 percent of participant's wages (not in excess of \$20,000). 1
	Remainder, if any, is allocated in equal parts to the thrift fund and the retirement fund.
Distribution of company's	Thrift fund—proportionate to participant's contribution.
contribution:	Retirement fund proportionate to participant's compensation.
Investment of fund's monies:	Participant's contribution—government bonds.
	Company's contribution—no limitation. 2

¹ If profits are not sufficient to make maximum contributions to each fund, contributions are allocated first to the thrift fund and the remainder, if any, to the retirement fund.

² Policy is to invest in company's common stock.

Federated Department Stores, Inc. - Continued

Withdrawal of money from fund:

<u>Thrift fund</u>—only complete withdrawal permitted. Company's contribution is forfeited, but $2^{1}/_{2}$ percent interest compounded annually is paid on savings withdrawn.

Retirement fund-not permitted.

Payment from fund in case of death or disability after 20 years of employment: 100 percent in an annuity, or cash and investments in a lumpsum payment or in installments, at participant's option but with administrative committee's approval.

Retirement and vesting:

After age 65, or after age 60 with 20 years of employment—100 percent in an annuity or cash and investments in a lump-sum payment or, in installments, at participant's option but with administrative committee's approval.

Forfeitures:

Reduce company's contribution.

Provision in illustrative union agreement:

Memorandum of agreement between Bloomingdale Brothers (a unit of Federated) and Retail, Wholesale and Department Store Union, District 65, dated November 19, 1954, provides:

"The employer hereby agrees that the provisions of the Retirement Income and Thrift Incentive Plan of Federated Department Stores, Inc., dated January 25, 1953, as thereafter supplemented and amended, subject to all the limitations and qualifications therein contained, are hereby incorporated in and made part of this collective bargaining agreement . . ."

The Procter and Gamble Co. Profit-Sharing Dividend Plan.

Effective date:

May 11, 1948

Date of latest amendment:

October 31, 1961.

Participants:

12 months' employment; paid on hourly or weekly basis, or if in sales, staff, supervisory, technical, administrative or executive work, does not earn more than \$375 per month; and not participating in any other profit-sharing plan. 1

Participant's contribution:

To profit-sharing fund A-during first 6 years of participation, 5 percent of total pay up to a maximum of \$100 a year. contributions after 6 years.

To profit-sharing fund B-none.

Company's contribution: To profit-sharing fund A-percent of each participant's quarterly earnings up to \$500:

Years of participation	Percent of total pay
1st and 2d3d and 4th	5 6
5th and 6th	7
7th, 8th, and 9th	8
10th, 11th, and 12th	10
13th, 14th, and 15th	12
l6th and thereafter	15

To profit-sharing fund B-0.15 percent for each million of profit sharing base pay, applied to the first \$30 million of consolidated profit. This percentage (0.15 percent x profit-sharing base pay) \$1,000,000

is increased by one-sixth for each of the next \$10 million of consolidated profit, and so on for each additional \$10 million of consolidated profit.

Maximum—an amount that would not reduce consolidated net profit to below \$30 million, and is not in excess of 15 percent of profit-sharing base pay (pay in excess of \$2,000 per year) of all participants.

If profits are not sufficient to make full contribution to this fund and to the Procter and Gamble profit sharing trust plan covering salaried employees, company contribution is to be divided between them in proportion to the applicable remuneration of the participating employees.

Profit-sharing trust plan is in effect for salaried employees earning more than \$250 a month.

Profit-sharing base pay is pay in excess of \$2,000 per year per participant. ³ Consolidated profit (including subsidiaries') before providing for U.S.

Federal taxes.

Consolidated profit (including subsidiaries') after providing for U.S. Federal taxes.

The Procter and Gamble Co. - Continued

Distribution of company's contribution:

Profit-sharing fund A—for first 6 years of participation, each participant's account credited with profit-sharing dividends according to number of years of continuous participation. After 6 years, quarterly cash payments are made. (See company contribution to fund.)

Profit-sharing fund B—each participant's account is credited with a pro rata share based upon the relationship of his share (determined by the following schedule) to the total of all shares.

Years of participation	pay in excess of \$2,000 a year
1st and 2d 3d and 4th 5th and 6th 7th, 8th, and 9th 10th, 11th, and 12th 13th, 14th, and 15th 16th and thereafter	5 6 7 8 10 12

Investment of fund's monies:

Profit-sharing fund A—company's common stock (see annual distribution).

<u>Profit-sharing fund B</u>—company's common stock, U.S. securities, or other securities, as determined by trustees.

Withdrawal of money from funds:

Prohibited while actively employed.

Payment from funds in case of— Retirement, death, or disability: Profit-sharing funds A and B-100 percent of investments and cash, an immediate annuity or some other equitable distribution, at trustees' option.

Transfer to nonmember subsidiary or associated company: 100 percent of participant's account.

Vesting:

Profit-sharing fund A—after 6 years of participation: 100 percent of participant's account. Under 6 years, employee contributions plus 4-percent interest.

⁵ Reduced to 3 years of participation for women leaving to be married within 60 days after termination of employment, and for women leaving company who married while employed by company.

The Procter and Gamble Co. - Continued

Vesting:— Continued

Profit-sharing fund B—with 10 years of participation: 100 percent of participant's account. If participant terminates employment, distribution is made in five annual installments. If participant directs trustees to purchase a deferred annuity (which participant may do after completing 10 years of service) and if the employee then resigns or is dismissed, such annuity is held by trustees for 5 years from date purchased unless death or disability occurs prior to completion of 5 years.

Annual distribution:

On completion of 6 years of continuous participation: Certificate for number of shares of common stock issued and delivered to participant; thereafter, all dividends on stock paid to him as shareholder. Also, as long as he retains the shares acquired during the first 3 years of active participation, he receives company's contribution (profit-sharing dividends) in cash.

Forfeitures:

Reduce company's contribution to funds A and B.

Provision in illustrative union agreement:

Collective bargaining agreement with Ivorydale and St. Bernard Employees' Representation Association, Ivorydale and St. Bernard, Ohio, Article XVIII, effective February 13, 1960, provides:

"The employer has set up plans for the benefit of employees, such as . . . profit sharing . . . The employer hopes it can keep these plans in effect. It is understood that this agreement in no way affects the employer's right to change or stop these plans."

Name of plan:	Sears, Roebuck and Co. Savings and Profit Sharing Pension Fund of Sears, Roebuck and Co. Employees.	
Effective date:	July 1, 1916.	
Date of latest amendment:	November 22, 1961.	
Participants:	Regular employees with 1 year of service.	
Participant's contribution:	5 percent of compensation up to a maximum contribution of \$500 annually. 1	
Company's contribution:	The percentage of consolidated net profits, before taxes and dividends, shown by the following schedule:	
Distribution of company's contribution:	Consolidated net annual profit uted \$ 50 million but less than \$ 100 million 5 \$ 100 million but less than \$ 150 million 6 \$ 150 million but less than \$ 175 million 7 \$ 175 million but less than \$ 200 million 8 \$ 200 million but less than \$ 250 million 9 \$ 250 million and over 10 Proportionate to service, age, and deposits of participant and his group classification. Ratio of company contribution for each dollar deposited A Less than 5 years 1 for 1 B 5 or more but less than 10 years 7 wice group A C 10 or more years, excluding group D Three times group A D 15 or more years and 50 or more years of age Four times group A	
Investment of fund's monies:	No limitation; insofar as practicable, in company's common stock.	

¹ For employees whose annual compensation exceeds \$10,000, the supplemental savings and retirement plan of Sears, Roebuck and Co. provides additional benefits.

Sears, Roebuck and Co.—Continued

Withdrawal of money from fund:

In order to further retirement security, a depositor of 10 or more consecutive calendar years may apply for withdrawal of one-half of the credits added to his account beginning with the 10th year less the total of all withdrawals made prior to such withdrawal; a group D depositor with 15 or more years of service and over age 50 may apply for withdrawal of larger amounts. Trustees' approval required.

<u>For any reason</u>, a depositor of 15 or more calendar years may apply for withdrawals equal to one-half of credits added to his account beginning with the 15th year, less previous withdrawals. Trustees approval required.

To purchase home to provide adequate living facilities for himself and family, a depositor with 5 or more years of service may apply for a withdrawal providing the proposed withdrawal will be used to further the depositor's retirement security. Such withdrawals plus all previous withdrawals cannot exceed 60 percent of all monies and securities credited to his account since joining the fund. Trustees' approval required.

In event of illness of depositor or death or illness in immediate family, a depositor with 5 or more years of continuous service may apply for partial withdrawals not otherwise permitted. Depositors with less than 5 years of service may in no instance apply for withdrawal in excess of their own deposits. Trustees' approval required.

Other reasons: Only complete withdrawals permitted. (Participants with less than 5 years of service forfeit company's contribution.)

Payment from fund in case of retirement, death, or disability: Up to 100 percent of company stock, cash and/or an annuity contract as requested, subject to trustees' approval. Within 5 years of retirement date, trustees may, on request of participant, purchase single premium annuity, either individual or joint and survivors, contract.

Vesting:

After 5 years of service, 100 percent of participant's account.

Forfeitures:

Lapsed accounts of depositors with less than 5 years' service are credited at yearend to remaining participants' accounts in proportion to number of shares of company capital stock to their credit at beginning of year and not withdrawn during year.

Participants' participation in plan administration: Advisory council, consisting of 19 participants elected by employees in specified areas, meets with board of trustees semiannually to discuss and make recommendations.

Name of plan:	Standard Oil Co. of California Stock Plan.	
Effective date:	July 1, 1952.	
Participants:	Employees with 5 years of service and who are at least 35 years of age.	
Participant's	Percentage of regular earnings:	
contribution:	Type of Amount of contribution on annual earnings contribution Up to \$4,800 In excess of \$4,800 In	
	Basic $2^{1}/_{2}$ 0 Optional 0 $2^{1}/_{2}$ or 5	
Company's contribution:	2 percent of its quarterly consolidated net income before income taxes and before the contribution.	
Distribution of company's contribution:	Proportionate to participant's contribution.	
Investment of fund's monies:	Company's common stock.	
Withdrawal of money from fund:	Only complete withdrawal permitted. Stock and cash, attributable to company's contribution are forfeited.	
Payment from fund in case of retirement at or after age 60, death, or disability:	100 percent of participant's account.	
Vesting:	With less than 10 years of plan membershipnone.	
	With 10 years or more plan membership—25 percent of stock purchased with company's contribution; plus an additional 5 percent of stock for each additional year of plan membership.	
	At or after age 60-100 percent.	
Forfeitures:	Credited to accounts of remaining participants.	
Provision in illustrative union	Collective bargaining agreements with Oil, Chemical and Atomic Workers International Union, El Segundo, Calif., effective April 9, 1959, Article XV, provides:	
agreement:	"Employees covered by this agreement will receive employee benefits in accordance with the provisions set forth in the published benefit plans of the company. The company agrees to inform the union in advance of any revisions or amendments to its published benefit plans but reserves the right to amend said plans in accordance with the provision thereof"	

¹ Earnings levels automatically adjusted to the maximum annual amount of wages on which social security taxes are paid.

Savings Plans

Name of plan:

E. I. Dupont de Nemours Co. The Dupont Thrift Plan.

Effective date:

September 1, 1955.

Date of latest amendment:

July 1, 1960.

Participants:

Employees with 2 years of service.

Participant's contribution:

\$12.50, \$18.75, \$25, \$31.25, or \$37.50 monthly, at participant's option.

Company's contribution:

One-fourth of participant's contribution.

Distribution of company's contribution:

Proportionate to participant's contribution.

Investment of fund's monies:

Participant's contribution: U.S. Savings Bonds.

Company's contribution: Company's common stock.

Payment from fund during active employment: After 4 years of participation, bonds purchased during first year delivered to participant together with any full share of company stock registered in his name for at least 2 years; thereafter, each year participant receives 1 year's purchase of bonds and the stock registered in his name for 2 years.

Withdrawal of money from fund:

Only complete withdrawal permitted. Participants with less than I year of service forfeit stock purchased with company's contribution.

Payment from fund in case of retirement, or layoff: 100 percent of participant's account.

Vesting:

After 1 year of participation, 100 percent of participant's account.

Forfeitures:

Reduce company's contribution.

Provision in illustrative union agreement:

Collective bargaining agreement with Martinsville Nylon Employees' Council Corp., Martinsville, Va., Article IX, effective June 8, 1959, provides:

"The company has adopted certain plans and practices, known as industrial relations plans and practices, listed below, designed to promote employee security... These plans and practices are administered solely according to company rules, regulations and interpretations, and may be changed or withdrawn by the company when, in its judgment, it becomes advisable, provided, however, that as long as any one of such plans and practices is in effect within the company, it shall not be withdrawn from the employees covered by this agreement.

. . . thrift plan."

General Electric Co.

General Electric Savings and Security Program.

Effective date:

January 1, 1959.

Participants:

All employees except those represented by unions which did not accept the program and certain other employees who initially elected not to participate. Major executives not eligible.

Participant's contribution:

1, 2, 3, 4, 5, or 6 percent of earnings, at participant's option.

Company's contribution:

50 percent of participant's contribution.

Distribution of company's contribution:

Based on participant's contribution (see above).

Investment of fund's monies:

<u>Participant's contribution</u> all in U.S. Government Savings Bonds or at participant's option, 10, 20, 30, 40, or 50 percent in company's common stock and remainder in bonds.

Company's contribution—U.S. Government Savings Bonds or company's common stock, at participant's option.

Withdrawal of money from fund due to— Layoff for

lack of work:

After 2 weeks—all or part of amount to his credit because of his contribution without affecting his eligibility to company contribution.

After 6 months—entire amount (based on his and company contribution).

Strike absence:

Without earnings for more than 2 weeks—withdrawals of his savings are permitted without affecting his eligibility to company's contribution.

Other reason:

At any time—participant may withdraw savings; however, he forfeits his eligibility to company's past contribution.

Payment from fund in case of— Retirement, disability, or plant closing: 100 percent.

Other absence or termination of employment:

If amount based on contribution is left with company for remainder of holding period, participant is entitled to entire account, including company's contribution.

Vesting:

100 percent—at end of 3 years from January 1 following the year in which the securities are credited. Participant may have stocks and bonds delivered to him or he may leave them with the company until retirement or termination of employment.

Forfeitures:

Reduce company's contribution.

Name of plan: General Electric Co. General Electric Employees Savings and Stock Bonus Plan. 1 Effective date: October 1, 1948. Date of latest November 21, 1958. amendment: All employees represented by unions which did not accept the Participants: "General Electric Savings and Security Program" and certain other employees who initially elected not to participate in same savings and security program. Major executives not eligible. Participant's At participant's option: Minimum—\$0.75 weekly. contribution: Maximum-\$10.00 weekly. Aggregate employees' savings under plan limited to \$50,000,000 annually. Company's 15 percent of aggregate cost of bonds purchased annually by contribution: participant. Distribution Based on participant's contribution. of company's contribution: Investment of Participant's contribution—U.S. Savings Bonds. fund's monies: Company's contribution—company's common stock. Withdrawal Withdrawal permitted of either all bonds purchased with particiof money pant's contribution or those purchased during year. Company's from fund: contribution (stock bonus) forfeited. 100 percent-bonds plus stock bonus, although bonds were not Payment from held by company for 5 years. fund in case of Death: Other: Distribution after normal holding period. (See "Vesting" below.) 100 percent at end of 5 years from January 1, following year Vesting: in which bonds were purchased. Bonds and stock will be delivered to participant following completion of said 5-year holding period. Forfeitures: Reduce company's contribution.

Plan is in addition to existing savings plan which does not require worker to deposit bond with company for a 5-year period.

Name of plan: Gulf Oil Corp. Employees Savings Plan. January 1, 1950. Effective date: Date of latest April 1, 1961. amendment: Workers with at least 6 months' continuous service and earn-Participants: ing less than \$16,854 annually. At participant's option, up to 9 percent of compensation allo-Participant's contribution: cated as follows: Annuity fund-3 percent of compensation (or amount of contribution, if less than 3 percent). Savings fund—amount in excess of 3 percent of compensation. Annuity fund—amounts actuarially computed to provide the Company's contribution: amounts required, in addition to participants' accumulated contributions, for the benefits payable. Savings fund--none. Stock bonus fund—50 percent of participant's total aggregate contributions to the savings fund. Distribution of Annuity fund-no allocations made to individual accounts. company 's Stock bonus fund-no allocations made to individual accounts. contribution: At the end of term, the fund is distributed to participants in proportion to the amount then in their accounts in the savings fund. 1 Investment of Annuity fund-stocks and securities (not in company). fund's monies: Savings fund-U.S. savings bonds. Stock bonus fund-company's common stock. Withdrawal Annuity fund—not permitted. of money from funds: Savings fund—permitted; however, such withdrawals reduce benefits from stock bonus fund. (See "payment from funds during active employment.") Payment Annuity fund—none. from funds Savings fund—at the close of each term, the bonds held in the during active account of the participant in that term and any cash balance are employment:

delivered to the participant.

¹ A term runs for 3 consecutive calendar years. Contributions to the savings fund and the stock bonus fund are made only during the first year of each term; the remaining 2 years constitute a holding period. A new savings fund and a new stock bonus fund are established for each term.

Gulf Oil Corp. -- Continued

Payment from funds during active employment:—
Continued

Stock bonus fund—at the close of each term, 2 the assets of the fund of that term are distributed to members in whose accounts bonds or cash are still held by the savings fund of that term, based on the proportion which the total of the purchase price of the participant's bonds at that time plus cash in account bears to the purchase price of all bonds and cash held by the savings fund of that term.

Payment from funds in case of—
Retirement:

Annuity fund—annuity actuarially equivalent to twice participant's accumulated contributions.

Savings fund—100 percent of all of participant's accounts in the savings funds.

Stock bonus fund—stock equal in cost to one-half the value of the total purchase price of bonds held in participant's account in the savings fund of the same term.²

Death:

Annuity fund—lump-sum payment equal to twice worker's accumulated contributions.

Savings fund and stock bonus fund-same as for retirement.

Vesting:

Annuity fund—with less than 10 years of service—none; with at least 10 years of service, if participant leaves his contribution in account until age 65—100 percent. Payment is made in the form of an annuity actuarially equivalent to twice the participant's accumulated contributions.

Stock bonus fund—none (see "payment from funds during active employment").

Forfeitures:

Annuity fund—not applicable.

Stock bonus fund—all assets remain in fund until end of term and thus increase amount of bonus that is distributed to remaining participants.

Provision in illustrative union agreement:

Stipulation covering welfare and benefit plans with Oil Workers International Union, CIO (now Oil, Chemical and Atomic Workers International Union, AFL-CIO), Article II, dated September 19, 1950, covering clerical employees at the Port Arthur Refinery, Port Arthur, Tex., provides:

"The company will establish the "Employees' Savings Plan of Gulf Oil Corporation," hereinafter referred to as the "Savings Plan," a copy of which is attached hereto as exhibit "A" and made a part of this agreement to the extent applicable to the employees represented by the Union and covered by this supplemental agreement, as if fully set out herein."

² Op. cit., footnote 1.

Pacific Gas and Electric Co. Savings Fund Plan.

Effective date:

April 1, 1959.

Date of latest amendment:

November 23, 1959.

Participants:

Employees with at least 5 years of service who are members of retirement plan.

Participant's contribution:

Percentage of pay, varying according to length of service:

Years	of	service

Percentage, at participant's option

5 but less than 10 _____ 2, 3, or 4 percent 10 but less than 15 ____ 2, 3, 4, or 5 percent 15 and over ____ 2, 3, 4, 5, or 6 percent

Company's contribution:

50 percent of participant's contribution.

Distribution of company's contribution:

Proportionate to participant's contribution.

Investment of fund's monies:

Participant's contribution—equally in company's common stock and U.S. Savings Bonds or entirely in either one, at participant's option.

Company's contribution—company's common stock.

Withdrawal of money from fund:

Participant permitted to withdraw all or part of stocks, bonds, and cash attributable to his contribution at any time, and stocks and cash attributable to company's contribution at end of year in which a vested right is obtained (in case of unusual hardship this provision may be waived).

If participant withdraws amount attributable to his contribution for any year for which company's contribution is not vested (see "Vesting"), company's contribution for that year is forfeited.

Payment from fund in case of retirement, death, or disability: 100 percent of participant's account.

Vesting:

Stock and cash attributable to company contributions vested in worker at the end of the third year following the year in which the contributions were made.

Forfeitures:

Reduce company's contribution.

Socony-Mobil Oil Co., Inc. Employees Savings Plan.

Effective date:

September 1, 1951.

Date of latest amendment:

January 1, 1961.

Participants:

Regular employees contributing to retirement plan after 1 year of continuous active service.

Participant's contribution:

1, 2, 3, 4, or 5 percent of base pay, at worker's option.

Company's contribution:

Based on participant's years of service and contribution:

	Percent of participant's
Years of service	contribution employer contributes

Less than 10	60
10 but less than 20	80
20 and over	100

Distribution of company's contribution:

Proportionate to participant's contribution.

Investment of fund's monies:

At participant's option, in U.S. Savings Bonds, company's capital stock, and shares of common stock of eligible investment companies.

Withdrawal of money from fund:

Before 5 years of participation—complete withdrawal of amount equal to the value of his entire account minus total company contributions, or the percentage of his account which was attributable to his own contributions, whichever is greater. Remainder in account is forfeited.

After 5 years of participation—complete withdrawal or partial "allotment" withdrawal of up to 50 percent of his total contributions less cumulative withdrawals previously made (but not more than value of entire account at time of withdrawal). Thereafter, at 2-year intervals, similar withdrawals may be made.

Socony-Mobil Oil Co., Inc.—Continued

Payment from fund in case of retirement, death, or disability: 100 percent of participant's account, regardless of years of participation.

Vesting:

After 5 years of participation, 100 percent of participant's account.

Forfeitures:

Reduce company's future contribution.

Provision in illustrative union agreement:

Collective bargaining agreement with Independent Union of Socony-Mobil Oil Co., Inc., of California, Article XIV, effective July 1, 1960, provides:

"No employee covered by this agreement, who is receiving any benefit . . . shall suffer any . . . loss of benefit . . . because of the application of this agreement."

"No employee covered by this agreement shall by reason of membership in the Union be deprived of any privileges or benefits under the policies and plans heretofore established or which may hereafter be established and carried on by the company generally for the benefit of all its employees. Said privileges and benefits are not subject to collective bargaining within the meaning of this agreement, but all such plans shall be governed by their respective provisions."

Name of plan: Swift and Co. Savings and Security Plan. Effective date: December 1, 1959. Date of latest December 1, 1961. amendment: Participants: Employees represented by the National Brotherhood of Packinghouse Workers. 1 \$1, \$1.20, \$1.60, \$2, or \$2.40 weekly, at participant's option. Participant's contribution: 50 percent of participant's contribution. Company's contribution: Distribution Proportionate to participant's contribution. of company's contribution: Investment of Participant's contribution—U.S. Savings Bonds. fund's monies: Company contribution—Either in U.S. Savings Bonds or in company stock, at participant's option. If laid off for more than 2 weeks, may withdraw securities in Withdrawal of his account without forfeiture except those purchased with commoney from fund due topany contributions which have not been held for the 2-year holding period; if laid off for 6 months, may withdraw entire account. Temporary layoff because of lack of work: Other reasons: May withdraw securities held for the 2-year holding period without forfeiting securities and monies remaining in account. Such withdrawals must be made for one or more calendar years at a time. May withdraw his entire account. Company's contributions forfeited except those invested in securities held for the 2-year holding period or longer.

Also includes employees represented by other unions that have accepted the plan and other selected groups of workers not under collective bargaining.

Swift and Co.—Continued

Payment from fund in case of retirement, death, disability, or permanent separation because of closing of department or unit of business, or technological changes in production

100 percent of securities and cash.

Vesting:

100 percent of securities held for the 2-year holding period.

Forfeitures:

Credited to accounts of remaining participants.

Provision in illustrative union agreement:

Exhibit 7 of collective bargaining agreement with National Brotherhood of Packinghouse Workers (Ind.), executed October 22, 1959, provides:

"Swift and Company (hereinafter called the Company) and National Brotherhood of Packinghouse Workers (hereinafter called the Union) hereby agree that the Company will make available to the employees covered by the Master Agreement executed on this date by the Company and the Union the Swift and Company Savings and Security Plan."

Union Carbide Corp.

Savings Plan for Employees

Effective date:

July 1, 1953.

Participants:

Employees with 1 year of service, except officers of corporation.

Participant's contribution:

Up to $7^{1}/_{2}$ percent of earnings; maximum—\$83 per month.

Company's contribution:

Percent of participant's contribution depending on years of service, as shown below:

Years of service	Percent of participant's contribution
1	10
2	20
3 or more	30

Placement of participant's and company's contributions:

During first 3 years of service, in general savings fund; after 3 years of service, at participant's option, all in general savings fund, all in personal savings account, or half in each.

Investment of fund's monies:

General savings fund—Government securities.

Personal savings account—equally in U.S. Savings Bonds and company's common stock, or entirely in either, at participant's option.

Payment from funds during active employment: General savings fund—Every 2 years, lump-sum payment equal to participant's and company's contributions to fund plus 2 percent interest compounded annually, proportionate share of earnings for fund, and forfeitures.

Personal savings account-none.

Withdrawal of money from funds:

General savings fund—prior to the biennial distribution date, only complete withdrawal of savings plus interest permitted. Company contribution forfeited.

Personal savings account-

With less than 24 months of payments—an amount equal to participant's contribution plus interest and dividends or value of account less company contributions, whichever is greater, permitted.

After 24 months of payments to account—complete withdrawal of entire account, or partial withdrawal of not more than one-third the current market value of account, permitted.

Payment from fund in case of retirement, death, or disability: General savings fund and personal savings account-100 percent.

Vesting:

General savings fund—less than 3 years of service—none. After 3 years of service—100 percent.

Personal savings account-100 percent.

Forfeitures:

Credited to accounts of remaining participants.

Stock Purchase Plan

Name of plan:	American Telephone and Telegraph Co. Employees' Stock Plan.		
Effective date:	January 1958.		
Date of latest amendment:	April 1961.		
Participants:	Regular employees of company and subsidiaries, except officer of American Telephone and Telegraph Co.		
How partici- pants pay for stock:	Through payroll deductions, a specified amount per share per pay period over a 24-month "purchase period." Money credited to participant's account collects 3-percent interest compounded semiannually.		
Number of shares of stock participant may purchase:	Up to one share for each \$133.33-1/3 of annual basic rate of pay; maximum—300 shares during period ending the last busines day of purchase period. 2 3		
Cost of share of stock to participant:	85 percent of average market price on last business day of purchase period; minimum—\$33.34 per share, maximum—85 percent of market price on day of announcement. ³		
Withdrawal of money from fund:	At any time, participant may cancel his election to purchase stock and receive cash plus interest or use the amount credited to his account to purchase stock.		

July 1961 through June 1963. Announcement day is usually on last business day of April preceding the beginning of purchase period.

of April preceding the beginning of purchase period.

This information reflects the 3-for-1 split of the company stock effective

April 24, 1959.

In the 1961-63 purchase period, participants pay \$4.24 per share monthly which, together with interest, totals \$104.87—the maximum price per share.

Purchase periods have run for 2 years from July through June; e.g.,

Stock Purchase and Savings Plan

Name of plan: General Foods Corp.

Employees Savings-Investment Plan.

Effective date:

1953.

Date of latest amendment:

January 1, 1961.

Participants:

All regular employees with 2 years of service, who are at least 21 years of age. 1

Participant's contribution:

At participant's option, through regular payroll deductions or in a lump-sum payment, an amount varying according to earnings:

Annual wage or salary rates	amounts of	nd maximum payroll de- pay period ¹ For em- ployees on a semi- monthly payroll	Lump- sum contri- bution
Below \$2,000	\$3 to \$6 \$3 to \$7 \$4 to \$8 \$4 to \$10 \$5 to \$12 \$5 to \$14 \$6 to \$16 \$6 to \$18 \$7 to \$20 \$7 to \$22 \$8 to \$24 \$8 to \$26 \$9 to \$28 \$9 to \$30 \$10 to \$32 \$10 to \$34 \$11 to \$36 \$11 to \$38 \$12 to \$40 \$12 to \$42	\$6 to \$12 \$6 to \$14 \$8 to \$16 \$8 to \$20 \$10 to \$24 \$10 to \$28 \$12 to \$36 \$14 to \$40 \$14 to \$44 \$16 to \$48 \$16 to \$52 \$18 to \$56 \$18 to \$60 \$20 to \$64 \$20 to \$68 \$22 to \$72 \$24 to \$80 \$24 to \$84	\$60 \$70 \$80 \$100 \$120 \$140 \$160 \$180 \$200 \$220 \$240 \$260 \$300 \$320 \$340 \$360 \$380 \$400 \$420

Contributions may be made only in even dollars.

² To be made 48 times per year and no more than four times in any calendar month.

Excludes employees for whom a compensation award has been made or allotted for any year under the corporation's executive compensation plan.

General Foods Corp.—Continued

Investment of participant's contribution:

Company's common stock.

Company's contribution:

One-sixth of cost of shares purchased by participant, or \$1 for for every \$5 contributed by participant.

Withdrawal of money from fund:

Only complete withdrawal of amount in account is permitted.

Payment from fund in case of retirement, death, or reasons other than discharge or resignation: 100 percent of amount credited to participant's account, which participant or beneficiary may request trustee to use to purchase company's common stock.

Vesting:

100 percent of amount credited to participant's account.

Provisions in illustrative union agreement:

Collective bargaining agreement between the Post Division and the Carton and Container Division of the Corporation and Retail, Wholesale and Department Store Union, Local 374, AFL—CIO, Battle Creek, Mich., date November 10, 1960, provides:

"Employees shall have the benefit of all vacation, insurance, retirement, sick benefits and other recorded benefit plans for which they are eligible and which are promulgated by the company in the field of personnel administration from time to time. Publications issued by the company explaining benefit plans for hourly rated employees will be furnished to the union."