

CONTRACT

This Collective Bargaining Contract made this 1st day of April, 1998, between UCAR Inc. Welland, Ontario, hereinafter called the 'Company' and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada) and its Local 523, hereinafter called the 'Union' for and in behalf of all employees to whom it applies.

Words importing the masculine gender shall include the feminine gender and vice versa, as the context shall require.

WITNESSETH:

WHEREAS the undersigned representatives of the Union represent and warrant that they are duly authorized to execute this Contract in behalf of the National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada) and its Local 523 and all employees to whom it applies, and the undersigned representatives of the Company represent and warrant that they have authority to execute said Contract in behalf of the Company:

NOW, THEREFORE, the parties agree together as follows:

Article 1. PURPOSE

This Contract is undertaken to provide orderly collective bargaining relations between the Company and the Union, to secure prompt and equitable disposition of grievances, to assure efficient and uninterrupted production and to maintain mutually satisfactory conditions of employment for the employees covered by this Contract.

Article 2. RECOGNITION

SECTION 1

The Company recognizes the Union as the sole and exclusive collective bargaining agency for all employees on the hourly payroll of the Company at the Welland, Ontario plant except office employees, clerical and technical employees, supervisors, Process Managers, security guards and stationary engineers.

The term 'Employees', as used in this Contract, means the employees represented by the Union as above defined.

SECTION 2

The Company recognizes the Officers, Stewards and Committees of the Union as hereinafter set forth, for the purpose of collective bargaining with employees on all matters of wages, hours, conditions and terms of employment.

Article 3. RELATIONSHIP

SECTION 1

The Company agrees that there will be no discrimination, interference, restraint or coercion by the Company, or by any of its representatives, exercised or practiced with respect to any employee because of his membership in, or connection with, the Union or for any other reason as outlined in the Ontario Human Rights Code.

SECTION 2

The Union undertakes to supply the Company with the names of its duly elected officers and representatives appointed or elected to perform any act in connection with this Contract, and the Company undertakes to supply the Union with the names of all its representatives who may be called upon to perform any act in connection with this Contract.

SECTION 3

Upon the effective date of this agreement, all new employees, within thirty (30) days of their hiring shall, as a condition of employment, become members of the Union and will complete and sign the "Application for Membership And Authorization For Checkoff of Dues and Initiation Fee" Form A230-86. This form will be supplied to the Company by the Union and the Local Union copy of this form will be returned by the Company to the Local Union Financial Secretary following its completion.

It is agreed that when new employees are hired and before they commence work, one of four Union Officers (Shop Chairman, Deputy Shop Chairman, Chief Steward, or Deputy Chief Steward) shall have the permission of the Company to interview such new employees and present them with a copy of the Union Contract during a five minute period, the time and place to be designated by the Company. The Company is only obligated to notify one of the above Union Officers.

The Company agrees to deduct from the pay of each employee an initiation fee of \$10.00, if applicable, and such uniform weekly amount for Union dues as may hereafter be established by the Union in accordance with the terms of the Union's constitution. Written notice of a change in the amount of weekly dues shall be provided to the Company, by the Local Union, at least thirty (30) days in advance of the effective date of such change. All those employed prior to April 1, 1998 have been required as a condition of employment to sign a deduction authorization on the agreed upon form attached to this agreement as Appendix F. The authorization shall remain in force, subject to the conditions set forth in the authorization.

Dues deduction for new employees shall commence after 30 days' employment with the Company.

The Union agrees that there will be no intimidation or coercion exercised or practiced upon employees of the Company by any of its members or representatives.

SECTION 4

Deductions shall be discontinued automatically for any such employee who is transferred out of the bargaining unit as defined herein.

It is understood and agreed that the Union will save the Company harmless from any and all claims which may be made against it by an employee or employees for amounts deducted from wages as herein provided.

Any dispute as to the Union membership of any employee, or as to intimidation or coercion of employees shall be treated as a grievance under the Grievance Procedure of this Contract.

SECTION 5

Employees who are outside the bargaining unit shall not perform the work of a bargaining unit employee except for the purpose of instruction, demonstration, experiment, or in an emergency.

Article 4. MANAGEMENT RESPONSIBILITIES

The Union recognizes that the functions of managing and operating the plant and of hiring and directing the working forces rest solely with the Company. These functions include but are not limited to, the right to hire, retire, promote, demote, transfer, lay off, discipline, and discharge for cause; the determination of the qualifications of an employee to perform work; the determination of the extent to which, and the methods by which, production operations shall, from time to time, be carried on; the making, publication and enforcement of rules for the promotion of safety, efficiency and discipline, and for the protection of the employees and the Company's plant, equipment, production and operation.

The exercise of these functions of Management shall be in accordance with the terms of this Contract and shall not be used for the purpose of discriminating against any employee because of his membership in, or connection with, the Union.

Article 5. HOURS OF WORK AND OVERTIME

SECTION 1

The normal working hours shall be eight (8) hours per day and forty (40) hours per week, but this shall not be construed

- (a) as a guarantee of any minimum working hours, or
- (b) as a limitation of the number of working hours which the Company may arrange or require as conditions warrant or necessitate in the judgment of the Management.

SECTION 2

For the purpose of this Contract a 'day' shall be considered as the twenty-four consecutive hours beginning at 12 o'clock midnight, and a 'week' shall commence at 12 o'clock midnight Sunday night and end at 12 o'clock midnight the following Sunday night.

SECTION 3

- (a) Work performed in excess of eight (8) hours in any one day and/or shift, or forty (40) hours in any one week, shall be deemed overtime, and shall be paid for at the rate of time and one-half provided that both daily and weekly overtime shall not be paid for the same hours.
- (b) Two times the employee's straight time hourly rate will be paid for all hours worked on the seventh consecutive 'day worked' in any week. In determining which days are to be considered 'days worked' the rules and definitions set forth in Appendix E attached to the signed copies of this Contract and made a part hereof shall be followed. Premium pay provided for in this Section 3(b) shall be paid in lieu of, and not in addition to, premium pay for overtime work.
- (c) The Company shall, whenever possible, give twenty-four (24) hours' notice when overtime over the scheduled hours is to be worked.
- (d) Overtime shall be divided as equitably as practical among employees performing a similar class of work.
- (e) In the event that an employee is the successful applicant for a classification or bumps into a classification, such employee will be entitled to share in the overtime in his old classification until transferred to his new classification. In the event that an employee is bumped to temporary employee status, such employee will be entitled to share in the overtime in his old classification until his replacement is trained.
- (f) An employee who works overtime shall not be required to take time off to offset such overtime.

SECTION 4

In any case where an employee is required to work on his regularly scheduled day or days off or outside his regularly scheduled hours of work, he shall be paid at the rate of one and one-half times his regular straight time hourly rate for all time worked on such day or days, provided he works the remainder of his work schedule, if any, during the same week, unless the Company is satisfied his failure to do so is solely the result of one or more of the following:

- (i) the employee's illness;
- (ii) the employee's injury;
- (iii) serious misfortune or other circumstances completely beyond the employee's control;
- (iv) failure of the Company to provide work;
- (v) when the employee has obtained leave of absence.

Hours worked which are paid for at the rate of one and one-half times his regular straight time rate under this Section shall not be counted in determining whether the employee worked more than forty (40) hours in the same week.

It is understood that work performed under this Section for which an employee is entitled to a greater rate of earnings under any other provisions of this Contract shall be paid for at such greater rate in lieu of but not in addition to the rate provided for in this Section. In any case where an employee who performs work under this Section is entitled to a rate of earnings under any other Section of this Contract which is equal to the rate of earnings provided for in this Section he shall be paid such rate of earnings under one Section or the other but not both, except that if an employee is required to work on his regularly scheduled day off and such day is one of the statutory holidays listed in Section 1 of Article 6, then the employee will be paid time and one-half for all hours worked plus statutory holiday allowance.

SECTION 5

- (a) A rate of one and one-quarter times the regular straight time hourly rate will be paid to all employees scheduled to work on Saturday.

For the purpose of this section, 'Saturday' shall mean the twenty-four hour period beginning at 12 o'clock midnight Friday night and ending 12 o'clock midnight Saturday night.

- (b) A rate of one and one-half times the regular straight time hourly rate will be paid to all employees scheduled to work on Sunday.

For the purpose of this section, 'Sunday' shall mean the twenty-four hour period beginning at 12 o'clock midnight Saturday night and ending 12 o'clock midnight Sunday night.

SECTION 6

- (a) Schedules of working hours shall be posted in the various departments. Any contemplated change in such schedule will be discussed with the Union before being put into effect.
- (b) The Company recognizes the desirability of scheduling time worked from Monday through Friday of each week and agrees to make every effort consistent with production requirements to schedule hours of work during such days for as many employees as is reasonably practicable. It is understood the nature of the Company's operations is such that many employees cannot be scheduled during such five days and different schedules may be arranged as operating conditions and production requirements demand, but such schedules will be held to a minimum. However, the final determination of work schedules rests with the Management.

SECTION 7

The Company agrees to provide a meal to employees who work two (2) or more hours of overtime continuous with their regular shifts. Employees who are required to work sixteen (16) consecutive hours originating on the 12 - 8 shift will be provided with a meal at the end of the first eight (8) hour shift and a second meal midway through the second eight (8) hour shift. There shall be no banking of overtime meals.

Employees will have the option of taking a non-taxable meal allowance of \$6.50 in lieu of an overtime meal.

SECTION 8

An employee required by the Company to change his shift schedule, with the change resulting in less than fifteen (15) hours between schedules, will be paid one and one-half (1 1/2) times his basic hourly rate for the first eight (8) hours worked on his new schedule. This provision shall not apply if the change in shift schedule is the result of a request by an employee or if his last shift worked prior to the change was fully paid as overtime hours.

Article 6. HOLIDAYS

Calendars for applicable years will be printed on the inside covers of the Contract booklet. Holiday dates, with the exception of Floating Holidays, will be circled on these calendars.

SECTION 1

The following days or days observed therefor shall be recognized as paid holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day,

Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and two additional holidays. Heritage Day, when proclaimed, to be a separate paid holiday. The Company shall meet with the Union in advance to discuss the placement of the additional holidays in and around the Christmas and New Year's area, if possible. However, the final determination of the additional holidays rests with the Management.

It is understood that a specified holiday as listed above shall be observed on the day on which the holiday occurs except that if such a holiday occurs on a Saturday, it shall be observed on the preceding Friday, or if such a holiday occurs on a Sunday, it shall be observed on the following Monday.

SECTION 2

It is the intent of the Company to protect employees against the loss of straight time pay on the holidays listed in Section 1 of this Article.

An employee shall qualify for such holiday pay:

(a) Provided the employee is available for work on his regularly scheduled working day immediately preceding the holiday and his regularly scheduled working day immediately following the holiday. Absence on all or part of either one or the other of these days will be excused:

(i) if the Company is satisfied that such absence is due to the employee's illness or injury and the employee is not collecting sickness and accident benefits on the day of the holiday; or

(ii) if the employee has obtained permission to be absent. Permission will not be withheld on any reasonable basis.

(b) Provided the employee works on the holiday if required to do so by the Company, unless the employee obtains a replacement from within the department satisfactory to the Company (and gives the Company advance notice), or unless the Company is satisfied his failure to do so is solely the result of one or more of the following:

(i) the employee's illness;

(ii) the employee's injury;

(iii) serious misfortune or other circumstances completely beyond the employee's control.

SECTION 3

When an employee works on any of the holidays enumerated in Section 1, he shall be paid at the rate of one and one-half times his straight time hourly rate in addition to his holiday allowance. A non-scheduled employee who is called by the Company to perform work on a holiday and receives two hours or less notification before the starting time of such work, shall receive two (2) hours' pay at his straight time hourly rate, plus two times his straight time hourly rate for all hours worked in addition to his holiday allowance.

SECTION 4

If a recognized holiday, as described in Section 1 of this Article, occurs during an employee's scheduled earned vacation, he will be entitled to an additional day off, which must be either the employee's scheduled shift immediately prior to his vacation, or his scheduled shift immediately following his vacation, provided the employee notifies the Company at least ten (10) days prior to commencing his vacation, which day he wishes to have off.

Article 7. REPORTING FOR WORK

SECTION 1

- (a) An employee who reports for work on his regular shift and has not been notified by the Company not to so report shall receive not less than four (4) consecutive hours' work, and pay therefor, or not less than four (4) hours' pay, at the discretion of the Company. This provision shall not apply in the event strikes, stoppages, or interferences with work in connection with labour disputes, catastrophes, or failure of public utilities interfere with work being provided.
- (b) Failure of any employee to keep the Human Resources Department informed of his current address and telephone number (if any) shall relieve the Company from its responsibility in regard to the above guarantee as applied to that employee.

SECTION 2

Penalty for lateness shall be in units of one-tenth of an hour.

SECTION 3

- (a) If an employee who has left the plant premises is called by the Company to perform work and such employee receives two (2) hours or less notification before the required starting time of such work, he shall receive two (2) hours pay at straight time hourly rates, plus one and one-half times his straight time hourly rate for all hours worked outside his regularly scheduled hours, as overtime pay. It is agreed that a minimum of four (4) hours pay at straight time rates shall be paid for such call-in.
- (b) An employee who has left the plant premises and is required to perform scheduled overtime shall receive a minimum of three (3) hours pay at straight time hourly rates if he has been given in excess of two (2) hours' notice of such overtime.

SECTION 4

An employee who fails to report for work or to make satisfactory explanation to the Company for his absence during ten (10) consecutive working days of his regular working schedule shall be considered a voluntary quit and shall lose his seniority rank.

Article 8. WAGES

SECTION 1

Effective on the dates shown, the following wage scales will apply :

Labour Grade	Job Evaluation Points	Effective April 1,1998 \$	Effective April 1,1999 \$	Effective April 1,2000 \$
1	000-125	19.28	19.76	20.35
2	126-144	19.54	20.03	20.63
3	145-163	19.86	20.36	20.97
4	164-182	20.17	20.67	21.29
5	183-201	20.48	20.99	21.62
6	202-220	20.82	21.34	21.98
7	221-239	21.12	21.65	22.30
8	240-258	21.50	22.04	22.70
9	259-277	21.89	22.44	23.11
10	278-292	22.32	22.88	23.57
11	293-310	22.79	23.36	24.06
12	311-324	23.21	23.79	24.50
13	325-340	23.66	24.25	24.98
14	341-354	24.11	24.71	25.45
15	355+	24.58	25.19	25.95

SECTION 2

- (a) The wage rates for new or changed jobs established by the Company during the term of this Contract shall be added to the wage schedule.
- (b) It is further agreed that no grievance will be filed or processed on behalf of an employee alleging a wage rate inequity during the term of this Contract, except such grievances as may arise under Section 2 (a) above.

SECTION 3

It is hereby agreed that employees who perform work on evening or night shifts, as defined, will receive a shift premium in accordance with the following:

'Day Shift' - Any shift on which work is scheduled to begin at various times between 6:30 a.m. and 9:30 a.m. and any employee who works on a shift starting between these hours will be considered as working the 'day shift'.

'Evening Shift' - Schedule to begin at various times between the hours of 3:00 p.m. and 6:00 p.m. and any employee who works on a shift starting between these hours will be considered as working the 'evening shift'.

'Night Shift' - Schedule to begin at various times between the hours of 11:00 p.m. of one day and 2:00 a.m. of the succeeding day, and any employee who works on a shift starting between these hours will be considered as working the 'night shift'.

- (a) Employees who work on a 'Day Shift' shall not be paid a shift premium.
- (b) Employee who work on an 'Evening Shift' shall receive a premium of forty (40) cents per hour for all time worked during the shift.
- (c) Employees who work on a 'Night Shift' shall receive a premium of sixty (60) cents per hour for all time worked during the shift.
- (d) An employee who is scheduled to work on a shift which begins at some hour not included in the starting hours of the 'day', 'evening', or 'night' shifts, as defined in this Section, shall receive a premium proportional to the hours worked in each shift calling for a premium, considering as the dividing line between the shifts the earliest starting hour of the next succeeding shift into which the working time extends.
- (e) An employee who by reason of working overtime hours following the regular shift shall receive the shift premium, if any, which is applicable to the hours actually worked.

Article 9. VACATIONS

SECTION 1

- (a) An employee must complete 1 year of Company Service Credit to attain initial vacation eligibility. After attainment of such eligibility and during the remainder of that calendar year, he shall receive 2 weeks of vacation.
- (b) During the calendar year in which an employee completes 2 years of Company Service Credit, he shall receive 2 weeks of vacation.
- (c) During calendar years in which an employee completes from 3 to 9 years of Company Service Credit, he shall receive 3 weeks of vacation.
- (d) During calendar years in which an employee completes from 10 to 19 years of Company Service Credit, he shall receive 4 weeks of vacation.
- (e) During calendar years in which an employee completes from 20 to 29 years of Company Service Credit, he shall receive 5 weeks of vacation.
- (f) During calendar years in which an employee completes 30 or more years of Company Service Credit, he shall receive 6 weeks of vacation.
- (g) An employee with 10 or more years of Company Service Credit may carry forward to the succeeding year 1 full week of Current Year Vacation. An employee with 20 or more years of Company Service Credit may carry forward 1 or 2 full weeks of Current Year Vacation to build towards a maximum accumulation of 3 weeks carried forward vacation credit. An employee with 30 or more years of Company Service Credit may carry forward 1, 2 or 3 full weeks of Current Year Vacation to build towards a maximum accumulation of 6 weeks carried forward vacation credit.

SECTION 2

The amount paid to an employee for a week of vacation will be his basic hourly rate in effect at the time he goes on vacation, multiplied by the average number of hours in his normal workweek. Vacation pay will include shift premiums and weekend premiums for the employee's regularly scheduled workweek. This provision will not apply to holiday premiums or to single day vacations.

The first two full weeks of an employee's vacation will be the greater of:

- i) Basic hourly rate in effect at time he goes on vacation, plus applicable shift and weekend premiums for the week scheduled.
- ii) 2% of previous year's gross employment earnings excluding vacation pay and profit sharing for that year.

This provision will not apply to single day vacations.

SECTION 3

Vacations will be scheduled by the Company as follows:

- (a) The vacation season will generally be considered the full calendar year.
- (b) The vacation season may be limited to a specified period of months within the year or a shutdown period.
- (c) The number of employees who are on vacation at the same time may be limited.
- (d) An employee's vacation may be divided into more than one period within a calendar year if circumstances warrant.
- (e) Any vacation extending into another calendar year will be considered Current Year Vacation for the year in which it was started.
- (f) Vacations may not be postponed to the following calendar year except as in Section 1 (g). Employees who qualify for a vacation under this Plan must be granted time off in accordance with the applicable statutory requirement.
- (g) It is the intention to arrange vacation time off whenever possible rather than to grant pay-in-lieu of such time off.
- (h) Any holiday observed by the Company which occurs during a vacation period entitles an employee then on vacation to equivalent additional time off, unless operating conditions or other circumstances make it impracticable to do so, in which case the employee will be entitled to pay-in-lieu thereof.
- (i) Notice to an employee of his vacation period and payment of his vacation pay shall be in accordance with the applicable statutory requirement.
- (j) Employees may schedule up to two (2) weeks of their vacation as single "V-Days".

SECTION 4

- (a) An employee who completes his first year of Company Service Credit for a vacation with pay as set forth in this Vacation Plan shall have a vested right to that vacation with pay on the day he completes 1 year of Company Service Credit.

- (b) An employee with one or more years of Company Service Credit who is on the payroll of the Company on December 31 of the year prior to the calendar year in which he is entitled to a vacation with pay as set forth in this Vacation Plan shall have a vested right on that day to such vacation with pay for the following year.
- (c) Payment of vacation pay pursuant to the terms of the Plan whether at the time an employee takes his vacation or on termination shall discharge the Company's liability to the employee under this section.

SECTION 5

- (a) When an employee without vacation eligibility is terminated, he will be entitled to the statutory requirements as set forth in the applicable legislation. If the employee is subsequently re-employed, he will become entitled to a vacation whenever his Company Service Credit meets the eligibility requirements of the Plan. However, his vacation pay shall be reduced by the amount(s) previously received due to statutory requirements, if the vacation is scheduled within 12 months following re-employment.
- (b) When an employee who has attained vacation eligibility is terminated, he is entitled to any Current Year Vacation that has not been taken, plus any applicable statutory requirement. If he is later re-employed with Company Service Credit for prior service no vacation will be granted until he has accumulated six additional months of Company Service Credit, at which time he will again become entitled to a full Current Year Vacation. These 6 months may be accumulated during intermittent periods of employment. However, his vacation pay shall be reduced by the amount(s) previously received due to statutory requirements, if the vacation is scheduled within 12 months following re-employment. Such entitlement to a full Current Year Vacation will not become effective until the following calendar year, if it would otherwise result in duplication of Current Year Vacation.

SECTION 6

- (a) Vacations for which an employee is eligible will not be affected by disability absence except that if an employee is absent for an entire calendar year no vacation will be granted for such year.
- (b) An employee who takes a leave of absence will be treated for vacation purposes in the same manner as if he were terminated as of his last day worked. If the leave does not extend into another calendar year, however, the employee may be permitted to postpone any Current Year Vacation due until after his return to work.

SECTION 7

Definition of Terms for the Purpose of Administering the Plan

Company Service Credit:-

This will be determined in accordance with the Company Service Credit rules and applies to all employees including part-time and intermittent employees.

Current Year Vacation:-

The vacation an employee is entitled to take during the current calendar year.

Basic Hourly Rate:-

The amount of pay per hour, excluding all premiums and/or other considerations, which has been established for the job to which an employee is classified at any particular time, such amount and such classification having been documented by a properly approved payroll ticket.

Normal Workweek:-

The number of hours in the regularly scheduled working week of the individual employee, as established by normal operations, and as distinguished from variations in the number of hours caused by emergency or casual overtime even though scheduled.

Termination:-

Quit, Discharge, Layoff, Retirement, Death or Removal from the Payroll because of Disability (as distinguished from disability absence where the employee is not removed from the payroll.)

SECTION 8

When a recalled employee becomes entitled to a full current year vacation and the vacation pay is reduced by the amount previously received due to statutory requirements such employee shall have the option to:-

- (a) take his full vacation entitlement with the reduced amount of vacation pay, or
- (b) take a reduced vacation period, in full weeks, that is equivalent to the amount of vacation pay. If an employee elects option (b) above, he must waive all rights to the balance of his current year vacation entitlement.

Article 10. SENIORITY

SECTION 1

- (a) The principle of seniority shall apply as set forth in this Article 10 in cases of promotion, demotion, transfer, lay off and recall, in connection with jobs covered by this Contract, subject to the ability to perform the work. There shall be no discrimination in applying this provision.

- (b) When it is necessary to fill vacancies in any department such vacancies will be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for the vacancies.

Upon completion of this polling process the resultant vacancies shall be posted on the bulletin boards at the two plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided. The employee with the greatest plant seniority who applied for such vacancy shall be placed on the job providing he is qualified to perform the necessary requirements of the job.

Employees wishing to withdraw their application for a vacancy must do so, in person, to the Human Resources Department before the posting period expires.

When a vacancy is filled or when an employee bumps into a classification in which there is more than one shift schedule in operation the senior employees in that classification will have the right to select the shift schedule of their choice. Employees will be limited to qualifying for five (5) such job vacancies per contract year. This limitation shall not apply to bumping during reductions in force or to increases in force.

- (c) Temporary vacancies are vacancies caused by authorized leave of absence, sickness, vacations, job posting period and job assignments which last thirty-one (31) days or less. Such temporary vacancies which last seven (7) days or less shall be filled by qualified employees as assigned by the Process Manager. In the case of temporary vacancies which last eight (8) to thirty-one (31) days inclusive, the initial vacancy only shall be filled by a qualified employee in the department and on the shift concerned giving preference to seniority, provided that the employee indicated his interest in the temporary opening and provided the assignment does not interfere with the normal operation of the department involved.

Temporary vacancies, as outlined above, that exceed thirty-one (31) days, or are anticipated to exceed thirty-one (31) days (excluding department shutdowns), shall be considered as temporary jobs. The initial vacancies shall be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for such vacancies. In the event that no employee from within the department accepts the vacancy such vacancy shall be posted on the bulletin boards at the two plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided. The employee with the greatest plant seniority who applied for such vacancy shall be given first opportunity for the job providing he is qualified to perform the necessary requirements of the job and it is practical to release him from his current classification. When it is necessary to assign employees to jobs outside of their regular department on a temporary basis, the Company will make a reasonable effort to assign employees on a reverse departmental seniority basis, provided such assignments do not interfere with the normal operation of the department involved.

Where there is mutual agreement between the Union and the Company that an employee will not be returning to work, due to sickness or injury, the temporary job covering his classification will be cancelled. Should the employee return to work at

a later date, he will be eligible for a 'bump' in accordance with Section 9 of this Article.

- (d) When the selection of applicants is completed, the Company will provide the Department Steward with a copy of the new department manning resulting from the polling process and shall post a list of those who applied for the interdepartment job postings, setting out their seniority standing and indicating the employee or employees selected for the job, on the job posting boards at each of the two plant entrances.
- (e) When it is necessary for the Company to cancel a job posting or reduce the number of vacancies on a posting, the reason for such cancellation or reduction will be provided on the job posting notice.

SECTION 2

- (a) Seniority rank of an employee shall be based on the seniority date established as of March 7, 1962, and shall be continuous thereafter unless the employee quits, is discharged, or for any other reason loses his prior service credit. This section applies to seniority rank only and in no way effects the Service Credit Rules of the Company which are attached hereto as Appendix C.
- (b) Employees shall acquire seniority rank when they have accumulated three (3) months of Company Service Credit in accordance with the Service Credit Rules of the Company.
- (c) An employee who loses his prior service credit under the Service Credit Rules of the Company shall lose his seniority rank unless otherwise provided in this Contract.
- (d) Union Officers, members of the Grievance Committee and Department Stewards with one year or more of plant seniority shall be exempt during their terms of office from seniority provisions of this Contract in connection with lay off on account of reduction in force only and no Department Steward shall be moved out of his department during his term of office except with his consent.

For the purpose of this section, Union Officers shall be defined as Local President, Local Secretary, Local Treasurer, Shop Chairman, Deputy Shop Chairman and Shop Secretary.

SECTION 3

- (a) The Company shall maintain a Seniority List and a Recall List and such lists shall be available at all reasonable hours to the employees and the Union. The Seniority List shall show each employee's plant and departmental seniority rank.
- (b) The departmental seniority groupings shall be based on the following list:

DEPT. NUMBER	DEPARTMENT NAME
2101	Extrusion Department

1101	Mill, Mix and Forming
2204	Cathode Production Department
1210	Carbottom Baking
1410	'E' Graphitizing
1900	Machining
4304	Auxiliary
4327	Maintenance
4342	Yard
4339	Stores
4347	Traffic
4355	Quality Control
8000	Shipping

SECTION 4

- (a) The Company and the Union agree that if and when it becomes necessary to change the normal hours of work to spread employment the working schedule may be changed to permit efficient operation of the plant, but in no case shall the hours be reduced below thirty-six (36) per week in applying the provisions of this sub-section.
- (b) If it becomes necessary to reduce the working force, the Company shall, subject to the provisions of this Section 4, take the following steps or such of them as may be deemed necessary in the order designated:

First Step - Eliminate or reduce overtime to the extent possible.

Second Step - Lay off such number of employees as may be necessary from among those who have not acquired seniority rank. If there are no such employees, or if further reduction is necessary, the surplus employees having less than twelve (12) months' plant seniority shall be transferred out of their department in accordance with their department seniority rank or laid off in accordance with their plant seniority rank.

Third Step - If further reduction is necessary after all employees with less than twelve (12) months' plant seniority have been transferred out of their departments or laid off, the Company may reduce the working hours if and to the extent agreed upon by the Company and the Union and, or shall transfer out of their departments such further number of employees as may be necessary in accordance with their departmental seniority rank or lay off such employees in accordance with their plant seniority rank.

- (c) An employee who is displaced from his regular job due to a reduction in force shall have the right to go into any job in that department which his seniority and ability will allow him to claim. If not so placed, the employee shall be assigned to a job in the same department that becomes vacant by removing the employee with the least seniority from the department. In all instances, the junior employee is reduced from his department unless he holds the position of department steward. An employee reduced out of his department in accordance with this Section 4(c), shall have the right to claim one of the following if he has the seniority and qualifications to do so:-

- (i) Any job classification in the Plant.
- (ii) Select a vacancy in any department where the vacancy was caused by an employee being laid off.

An employee displaced from his classification as in (i) above, shall also follow the procedure set out in section (c) (i) and (ii). Employees who are retained by the Company but do not hold a permanent classification shall be considered temporary employees.

Vacancies occurring during the 'bumping' process which are not a result of a reduction in force shall be immediately polled and posted.

- (d) When it is announced that a department is to be permanently closed or that a classification is to be eliminated, the employee(s) displaced will be allowed to claim any other classification in the plant provided he has the seniority and qualifications to do so. Other employee(s) associated with the closure or classification elimination will be identified and the junior employee(s) in such classifications will be considered the same as employee(s) of the closed department or those employees whose classification has been eliminated. Other employee(s) subsequently displaced will be entitled to these same rights.
- (e) An employee who is displaced from his regular job due to a re-alignment within his own department shall have the right to displace the junior man in that department or to select a vacancy created.
- (f) The procedure for reduction in working forces or curtailment of work as set forth in this Section 4 shall not apply to any temporary suspension of work arising from an emergency situation such as fire, equipment failure, material shortage, etc.
- (g) The Company shall give the Union such advance notice of any general reduction in force or temporary suspension of work as is possible.
- (h) Lay off allowance for employees laid off on account of reduction in force shall be in accordance with the Lay Off Allowance Plan attached hereto as Appendix D.

The parties agree that the steps outlined above in this Section 4 set forth the basic principles applicable to reduction in the working forces and in operations, and permit different schedules of working hours in the various departments as necessitated by the process or operations involved and the fluctuations in production.

SECTION 5

- (a) When production is increased following a lay off and decrease in working hours, the working hours shall first be restored to the standard schedule of hours before laid off employees are rehired for such operations.
- (b) When there is an increase in the working force in any department in which the working force had previously been reduced, the employees who were retained in the department previous to the increase in the working force will have the first

opportunity to the re-opened jobs commensurate with their seniority. The vacancies will be filled by conducting a poll, in order of seniority, of all employees classified in the department who applied for such vacancies. Upon completion of this polling process the resultant vacancies shall be posted as an increase in force at both plant entrances for a period of four (4) full working days. Employees applying for such vacancies must do so on the forms provided.

- (c) The employees outside the department in which the increase in force takes place shall have the right to the remaining vacant jobs commensurate with their seniority.
- (d) Vacancies in any department created by an increase in force will be filled in accordance with Section 1 (b) of this Article.
- (e) When additional personnel are required the Company will recall former employees on the recall list before hiring new employees. Such employees, including new hires and those employees identified in Section 4 (c) of this Article 10, shall be considered temporary until they obtain permanent classification status through the job posting procedure. All temporary employees can bid on permanent job postings. In the event a permanent posting is not satisfied the senior temporary employee(s) will be assigned to fill the vacancy(s). Time spent while a temporary employee on any job will not be considered for qualification purposes.
- (f) Failure of a laid off former employee to report for work, or to make satisfactory arrangements with the Company within five (5) days after personal notification to such employee or after written notification to such employee by registered mail, or messenger, has been sent by the Company to his last known address, shall be considered as a declination of an offered job and he shall be dropped from the Recall List.
- (g) In case a laid off former employee has been removed entirely from the Recall List and he is later rehired, he shall be considered as a new employee for seniority purposes. The Company shall not employ laid off former employees who are not on the Recall List or new employees until all former employees on the Recall List who are qualified to fill such vacancies have been offered them provided, however, that no laid off employee shall be retained on the Recall List:
 - (i) for more than four (4) years if he has less than five (5) years seniority;
 - (ii) for more than five (5) years if he has five (5) years or more seniority.
- (h) A laid off former employee on the Recall List who satisfies the Company that he is not available for offered re-employment when his services are required, due to conditions beyond his control, but does not decline such offer, shall not lose his place on the Recall List. However, the Company shall be free to offer the available work to others on the Recall List in accordance with their plant seniority. If such employee does not notify the Company of his availability for re-employment within ninety (90) days from the time he is called, he shall be dropped from the Recall List.

SECTION 6

- (a) Nothing in this Contract shall restrict the plant management in any way in the transfer or promotion of employees to supervisory positions or to other positions not covered by this Contract. Employees so transferred or promoted on a permanent basis shall, in addition to retaining their current seniority, continue to accumulate seniority during such employment for a further period of one (1) year, from the date of such promotion or transfer.
- (b) Vacancies resulting from the transfer or promotion of employees to a position outside the bargaining unit for a temporary period of thirty-one (31) days or less shall not be posted. Employees so transferred or promoted shall return to their former jobs on completion of their assignment.
- (c) Vacancies resulting from the transfer or promotion of employees to a position outside the bargaining unit for a temporary period that exceeds thirty-one (31) days, or is anticipated to exceed thirty-one (31) days, shall be considered as temporary vacancies and such vacancies shall be filled in accordance with Section 1(c) of this Article. Employees so transferred or promoted shall return to their former jobs on completion of their temporary transfer or promotion.
- (d) Employees transferred or promoted to a position outside the bargaining unit for a temporary period that exceeds ninety (90) days shall be considered as temporary transfers or promotions but the vacancies created by such transfer or promotion shall be considered as permanent vacancies and shall be filled in accordance with Section 1(b) of this Article.
- (e) Employees temporarily transferred or promoted to positions outside the bargaining unit as outlined in sub-section (b), (c) and (d) of this Section shall, in addition to retaining their current seniority, continue to accumulate seniority during such temporary promotions or transfers to a maximum accumulation of one (1) year. If an employee who accumulated seniority while in a temporary position outside the bargaining unit is subsequently permanently promoted or transferred to a position outside the bargaining unit, he shall apply one half of the seniority accumulated while in such temporary positions towards the additional one year accumulation of seniority entitlement applicable to such permanent transfer or promotion under paragraph 6(a).
- (f) If it becomes necessary for an employee, transferred or promoted on a permanent basis as outlined in subsection (a) of this Section, or transferred or promoted on a temporary basis in excess of ninety (90) days as outlined in sub-section (d) of this Section, to return to the bargaining unit, such employee shall be entitled to the highest rated classification for which he is qualified provided he has greater seniority than that of the employee of the lowest seniority in such classifications in the department from which he was promoted.

SECTION 7

An employee elected or appointed by the Union and, or its parent body to full-time Union work shall, on written request of the Union, be granted leave of absence, without pay,

for the term of the office but not to exceed one year unless otherwise mutually agreed by the parties, and such employee shall accumulate seniority during such leave of absence.

One employee, at a time, may accrue Company Service Credit while on leave of absence for union work at the local level.

Paid Education Leave:

The Company agrees to pay into a special fund two (2) cents per employee for all straight time hours worked for purpose of providing paid education leave for upgrading employee skills in all aspects of Trade Union functions. Payments will be made starting in April 1997 on a quarterly basis into a trust fund established by the National Union (CAW-Canada) and sent by the Company to the following address:

Family Education Centre
P.E.L. Training Fund
R.R. #1, Port Elgin, Ontario
N0H 2C5

Cheques will be made payable to the CAW Leadership Training Fund.

The Company further agrees that employees selected by the Union to attend such courses will be granted a leave of absence for twenty (20) days class time plus travel time where necessary, intermittent over a twelve (12) month period from the first day of leave. Employees on such leave of absence will retain all benefit coverage and continue to accrue seniority.

SECTION 8

Employees elected or appointed as delegates to conventions or other official meetings of the Union, upon giving one week's written notice to the Company, shall be granted leave of absence without pay for a reasonable length of time as mutually agreed by the parties.

The Company agrees to maintain the wages, benefits and service credit for employees granted leaves of absence under this section. The Local Union will be billed for all wages paid for leaves granted under this section and will promptly reimburse the Company.

SECTION 9

The Company and the Union shall make an honest effort to work out a satisfactory plan to protect disabled employees prior to retirement age. The parties will meet to discuss the placement of such employees prior to such placement being made.

An employee who must be removed from a job due to a disability will be given a 'bump' in accordance with the provisions of Section 4 (d).

There may be instances where, through equipment modifications, a job may be made more suitable for a disabled employee. The company is willing to spend a reasonable amount of resources to make such modifications.

Article 11. DISCIPLINARY ACTION

SECTION 1

When it is necessary to issue a written notification of disciplinary action to an employee, the employee will have the right to request the presence of his Steward. In the event his Steward is not available, he can request the presence of either the Chief Steward or Shop Chairman. A copy of the disciplinary warning will be provided to the employee and the Union on the written consent of the employee concerned.

Following the Company informing the employee of his suspension or discharge, the Company will notify the Department Steward of the decision. In the event the Department Steward is not available, the Chief Steward or Shop Chairman will be notified.

SECTION 2

If an employee is suspended or discharged and he or the Union considers that the suspension or discharge is without just cause, the case shall be reviewed by the Company and the Union representatives as in the Second Step of the Grievance Procedure, provided the employee or the Union so requests in writing within five (5) days after the suspension or discharge. If the Company and the Union agree that the suspension or discharge was without just cause, the employee shall be reinstated without loss of pay, seniority, or Company Service Credit. The joint decision of the Company and the Union shall be given in such cases within fifteen (15) days from the date of suspension or discharge. If they are not able to agree, the case shall be submitted to a Board of Arbitration as provided in Article 14 hereof if requested in writing by either party, but if not so requested within fifteen (15) days, it shall thereupon be considered settled. Should it be determined by the Board of Arbitration that the suspension was without just cause, the Company shall reinstate the employee without loss of seniority and Company Service Credit and pay him for the time lost at his regular rate of wages. Should it be determined by the Board of Arbitration that the discharge was without just cause, the Company shall reinstate the employee without loss of seniority or Company Service Credit and with or without loss of all or part of his pay at his regular rate of wages as may be directed by the Board. The suspended or discharged employee shall be permitted to interview his Steward at the place designated by the Company before leaving the premises of the Company if he so requests.

Article 12. STOPPAGE OF WORK

SECTION 1

The Union will not cause or permit its members to cause, nor will any member of the Union take part in any strike, either sitdown, stay-in, or any other kind of strike or any other kind of interference or any other stoppages, total or partial, of any of the Company operations in Welland during the term of this Contract. The Company will not cause, engage in, or permit a lock-out at such plant during the term of this Contract.

SECTION 2

In the event of an unauthorized stoppage of work, or in the event of a stoppage at the expiration of this Contract, the Union agrees that such employees as may be required to condition the furnaces for shut-down, and to protect and maintain Company property in operating condition, and protect products from damage, and to maintain and protect utilities such as power, water and sanitation, shall be permitted to perform such work. Arrangements for such work shall be made jointly by the Union and the Company prior to such stoppage, if requested by the Company.

Article 13. GRIEVANCE PROCEDURE

SECTION 1

It is mutually agreed by the parties hereto that it is the spirit and intent of this Contract to adjust grievances as quickly as possible. All time limits specified in this Article 13 shall exclude Saturdays, Sundays and holidays. A grievance which is not presented within thirty (30) days after the occurrence out of which it arose shall not be carried beyond the Second Step of the Grievance Procedure unless the Company agrees otherwise.

SECTION 2

For the purpose of adjusting grievances the Company shall recognize a Grievance Committee, Department Stewards and other representatives of the Union as set forth in this Article 13. The Union shall select a panel of not more than seven (7) employee members to constitute the base for a Grievance Committee; the Chief Steward and the Shop Chairman will always be two (2) of the seven (7) so selected. The Grievance Committee itself shall be comprised of any three (3) of the following: The Chief Steward, the Shop Chairman, a Grievance Committee Member and the Steward who filed the grievance. If the Steward who filed the grievance is not available, another Steward from the same department may substitute for him.

SECTION 3

Grievance Committee members may meet with the Company representatives as hereinafter provided with no loss of pay (at day work rates) when such meetings occur during regular working hours. This provision shall not apply beyond the Second Step of the Grievance Procedure.

SECTION 4

The number of Department Stewards shall be determined on the ratio of one (1) such Steward to twenty-five (25) employees based on the number of employees in the Bargaining Unit on the payroll on the first Sunday of each month. The Company will inform the Union of the number of Stewards to which the Union is entitled on the first Wednesday following the first Sunday. The Union will inform the Company of the required changes, if any, within seven (7) days or such additional time as determined by mutual agreement.

SECTION 5

Grievances of the Company shall begin at the Second Step of the following Grievance Procedure with written notice to the Chief Steward and shall be carried further as may be necessary in accordance with Article 13, Section 6, and Article 14.

SECTION 6

Grievances of employees shall be taken up for adjustment as may be necessary in each case as follows:

First Step - By the employee himself or by the Department Steward (in the employee's presence if the employee so chooses) in an informal manner with the employee's Process Manager. If not settled promptly in this manner, the grievance may be presented in writing to the Department Process Manager or his designate. The Department Process Manager or his designate shall make a reply in writing to the employee and the Steward within five (5) days or such additional time as determined by mutual agreement.

Second Step - If the Union decides to carry the grievance further, the Manager - Industrial Relations shall be notified in writing within five (5) days after the date of the Process Manager's reply in the First Step. Second Step grievance meetings between the parties shall be held on the first and third Thursday of every month, unless otherwise mutually agreed. The decision of the Company and, or the Union, as the case may be, shall be rendered within seven (7) days of the date of this meeting. The Company will be represented at Second Step by the Manager - Industrial Relations and the appropriate Product Manager and others as required.

Third Step - If the grievance is still not settled by the foregoing steps, it shall be submitted to arbitration, provided either party notifies the other in writing not more than twenty (20) days after the date of the decision rendered in the Second Step. Such written notice shall contain the name of the arbitrator who will represent the party requesting the arbitration.

Within ten (10) days of the receipt of such notice, the second party shall name its arbitrator. The matter shall then be referred to arbitration as provided in Article 14, Section 3.

SECTION 7

All time limits specified in this Article are mandatory. In the event these time limits are exceeded, the grievance so forfeited or abandoned shall not be considered a precedent for settling grievances of a similar substance.

Article 14. ARBITRATION

SECTION 1

A grievance arising during the term of this Contract regarding the following matters shall be subject to arbitration:

- (1) Meaning and interpretation of any provision of this Contract;
- (2) Alleged violation of any provision of this Contract by either the Company or the Union;
- (3) Alleged failure of the Company to comply with the 'Wage Schedule' agreed upon and incorporated in or attached to this Contract;
- (4) Disagreement on wage rates established during the term of this Contract for new or changed jobs on the following conditions:
 - (i) No Government agency has jurisdiction to settle the matter;
 - (ii) The arbitrator's award must be consistent with the 'Wage Schedule';
- (5) Alleged discrimination, intimidation, or coercion in violation of this Contract by either the Company or the Union;
- (6) Alleged discharge or suspension without just cause.

SECTION 2

Disputes regarding the following matters shall not be subject to arbitration during the term of this Contract:

- (1) Changes in the established 'Wage Schedule' during the term of the Contract and the established method of setting wage rates;
- (2) Exercise of functions reserved exclusively to Management in this Contract and functions customarily performed by Management which have not been expressly abridged in this Contract unless it is alleged that the Company has violated some provision of the Contract in the exercise of these functions;
- (3) Any matter which involves a modification of this Contract;
- (4) Any matter which is under the jurisdiction of a Government agency having authority to settle the dispute;
- (5) Any subject matter which is not covered by this Contract.

SECTION 3

Arbitration under this Contract shall be conducted by a Board composed of one (1) arbitrator appointed by the Company and one (1) arbitrator appointed by the Union. These arbitrators, selected in accordance with the Third Step of the Grievance Procedure, shall jointly select an impartial third person who shall be the third arbitrator and shall act as chairman. If the two arbitrators appointed as above are unable to agree on the third person to act as the third arbitrator and chairman within five (5) days after their appointment, the third person shall be appointed by the Ontario Minister of Labour and hearings shall start promptly thereafter.

SECTION 4

A joint statement, or separate statements, by the Company and the Union covering the grievance or dispute and outlining the matter to be settled by the Arbitration Board may be submitted to all members of the Board within three (3) days after their appointment.

SECTION 5

In arriving at a decision, the Arbitration Board shall be limited to the consideration of the dispute or question outlined in the statement, or statements, referred to in Section 4 and shall not in any way amend, modify or change any of the provisions of this Contract, nor change any decision of the Management unless the Board finds that the Company has violated the express terms of the Contract. The Arbitration Board recognizes that any violation of any provision of this Contract is just cause for disciplinary action including suspension and discharge.

SECTION 6

A majority decision of the three arbitrators, arrived at in accordance with the provisions of this Contract, shall constitute the award upon the arbitration and shall be final and binding upon the Company, the Union, and all persons involved.

SECTION 7

Any award made by the Arbitration Board shall not be retroactive beyond the date on which the grievance was presented in the First Step of the Grievance Procedure provided in Article 13, Section 6.

SECTION 8

The Company and the Union shall defray the expense of their respective appointees to the Arbitration Board. The expense of the third arbitrator shall be defrayed by the Company and the Union.

SECTION 9

When the Union requests the services of a Grievance Settlement Officer, the Company will pay for time lost to a maximum of six (6) times per contract year. The fee and expenses of the Grievance Settlement Officer will be shared evenly between the Company and the Union.

SECTION 10

- (a) As an alternative to the three (3) person board procedure outlined in Article 13 and Article 14, the party making application for arbitration may request that the grievance be submitted to a single arbitrator.
- (b) A single arbitrator may be selected by mutual agreement between parties within (10) ten days from the date of the receipt of the written notice to submit a grievance to arbitration. If no arbitrator is selected by mutual agreement, an arbitrator will be assigned from the following list in numerical order on a rotation basis.
 - 1. J. Emerich
 - 2. M. Saltman
 - 3. G. Brent
 - 4. D. Baum
 - 5. L. Davie
 - 6. S. Walter
- (c) In the event of any of the arbitrators listed above leaves practice, they shall be replaced as follows:
 - 1. B. Langille
 - 2. J. Devlin
- (d) It is understood and agreed that the provisions of Article 13 and Article 14 will be read and construed with the necessary changes as to give effect to this Section.

Article 15. SAFETY & HEALTH

SECTION 1

The Company shall continue to make reasonable provisions for the safety and health of the employees at the plant during the hours of their employment. The Union agrees to co-operate with the Company in the enforcement of all Safety and Health rules and in order to encourage the observance of such rules, agrees to the appointment of a Joint Safety Committee which shall act to maintain and improve safety and health conditions in the plant. The Company shall give proper consideration to all recommendations of this Committee. The Committee shall be composed of three employees selected by the Union and three Management representatives selected by the Company. The Union and Company will select two (2) members each to become certified in accordance with the certification requirements set down by the Workplace Health and Safety Agency. The term for certified members should be a minimum of two (2) years. The Union and Company will spend 8 hours a month performing facility inspections, and hold monthly

meetings for all committee members. The Joint Health and Safety Committee will participate in Quarterly Internal Health and Safety Audits as audit team members.

SECTION 2

An accident investigation will be conducted because of (1) a fatality, (2) a critical injury as defined by the Ministry of Labour, (3) a serious lost workday case which requires the immediate hospitalization of the injured employee, (4) a serious potential that could have resulted in the injury of an employee, (5) any accident where a Worker's Compensation claim is made, and is deemed necessary to be investigated by the Company, or the Union Joint Health & Safety Committee. The Company will include a Union appointed Joint Health & Safety Committee member on the accident investigation committee (where it is possible it will be a certified member.)

The Company will include the Shop Chairman or Chief Steward or the Department Steward on any committee investigation.

It is understood that for the purpose of this provision the investigation does not constitute a call-in. The designated union person will be paid for time spent at the investigation at his applicable basic wage rate.

SECTION 3

As the need arises, one pair of safety boots of a style acceptable to the Company will be supplied at no cost to employees. New employees shall be responsible for the cost of safety boots on the understanding that the amount paid will be refunded to them after six months of employment.

SECTION 4

The Company will grant up to a maximum of 20 man/days during each year of the Contract for employees to attend approved safety and health courses.

SECTION 5

Communication of Occupational Health Information

Members of Joint Health and Safety Committee to be provided with a quarterly report. Report will contain sample results received in the past three months plus a schedule of sampling to be conducted during the next three months.

Sample results will be identified as such in the quarterly report. Questionable results will be discussed at a Joint Health and Safety Committee meeting. The investigation of a sample result may include:

- (a) review of past sampling results,
- (b) resampling with input from worker members of the Joint Health and Safety Committee,

(c) sampling of other employees in same work area.

Any meetings with employees to discuss sample results will be scheduled to permit attendance by a worker member of the Joint Health and Safety Committee.

SECTION 6

The Company agrees that in addition to complying with the current Occupational Health and Safety Act and Regulations for Industrial Establishments (the Act), **both Part V – RIGHT TO REFUSE OR STOP WORK WHERE HEALTH OR SAFETY IS IN DANGER** (SECTION 43 AND 44) and Part VI – REPRISALS BY EMPLOYER PROHIBITED (Section 50) as written in the Act in effect on June 1, 1995, will constitute a minimum standard of practice for the Company and its employees if these sections of the Act are changed during the term of this agreement.

Article 16. BULLETIN BOARDS

The Union shall be permitted to maintain on the Company premises bulletin boards furnished by the Union in accordance with reasonable specifications of the Company. These boards shall be installed by the Company at locations mutually agreed upon by the parties. The Union agrees that it will not post or permit to be posted on such boards any material of a political, religious, or derogatory nature, or which is in conflict with provisions of this Contract.

Article 17. JURY SERVICE

It is agreed that in any case where an employee is kept away from work because of being called for jury service or as a Crown Witness, he shall be paid the difference between the straight time hourly earnings he would have received if he had been employed under his regular schedule, and the amount paid him for jury service or as a Crown Witness provided:

- (a) The employee furnishes to the Company satisfactory proof from the Court of such service, showing the date and the time served and the amount paid for service.
- (b) If requested to do so by the Company, the employee reports for work on his regular schedule as promptly as possible after he is dismissed by the Court on any day or when released from further jury or Crown Witness service.
- (c) Only the number of his scheduled work days actually spent in Court are to be counted in calculating payment.

Article 18. BEREAVEMENT PAY PLAN

The Company will protect an employee from loss of pay or vacation time during absence due to a death in his immediate family in accordance with the following regulations:

- (a) Five (5) consecutive working days from the day of death will be paid should a death occur to the following members of an employee's 'immediate family' - Husband, Wife, Son, Daughter, Mother (or step-mother) or Father (or step-father).
- (b) Three (3) consecutive working days from the day of death will be paid should a death occur to other members of the employee's 'family' including father-in-law, mother-in-law, brother, sister, brother-in-law (husband of employee's sister or brother of employee's wife), sister-in-law (wife of employee's brother or sister of employee's wife), son-in-law, daughter-in-law, employee's grandparents or employee's grandchildren.
- (c) In the event the employee is unable to attend the funeral, the time to be paid for will be one (1) day.
- (d) An employee will be protected against loss of pay during the time lost from his regularly scheduled hours at his regular straight time hourly rate (including shift premium, if any) subject to the following:
 - (i) Payment will be made for time lost but shall not exceed pay for the number of hours in the employee's regularly scheduled work day;
 - (ii) The hours thus paid for but not worked will be excluded in computing overtime hours;
 - (iii) If an employee is called away during any part of the day, bereavement pay will start as of the time of leaving his work and will continue up to a maximum of three (or five) normal working day's pay;
 - (iv) No extra pay allowance will be granted for multiple or simultaneous deaths occurring within the initial three (or five) day period;
 - (v) If requested by the Company, the employee will furnish satisfactory proof of death.
 - (vi) An employee's vacation will be extended or rescheduled without loss of pay by the appropriate number of days should a death occur during his vacation.
- (e) An employee will not be eligible to receive pay under this Plan if he:
 - (i) has been granted leave of absence without pay for any reason;
 - (ii) is laid off whether temporarily or indefinitely due to suspension of work or lack of work;

- (iii) is out on strike.
- (iv) is collecting sick benefit.

Article 19. GROUP INSURANCE, NON-OCCUPATIONAL DISABILITY PAY, HOSPITALIZATION AND MEDICAL PLANS

SECTION 1 - Group Insurance Plan

- (a) The Company agrees to make available benefits under the Group Insurance Plan to participating employees in the bargaining unit as set forth in the booklet entitled 'Group Benefits - Active Employees', dated April 1, 1998 (hereinafter called the 'Insurance Booklet'), a copy of which is attached hereto and made part hereof.
- (b) Participation in the Group Insurance Plan shall be on a voluntary basis.
- (c) The costs to employees for Basic Life Insurance and Supplemental Life Insurance are set forth in the Plan Contract. Sickness and Accident Insurance for participating active employees shall be non-contributory. Each participating active employee shall pay his cost of the Group Life Insurance Plan by payroll deduction pursuant to his written authorization therefore on a form supplied by the Company. An early retiree who elects the option to continue the full amount of (a) his Basic Life Insurance or (b) his Basic and Supplemental Life Insurance up to age 65, as set forth in the Insurance Booklet shall make his payments in advance twice per year to the office or postal address designated by the Company.
- (d) The Company shall retain the right to arrange through an insurance company or other carrier for coverage providing the benefits under the Group Insurance Plan, current coverage having been arranged with the Mutual Life Insurance Company (herein called the 'Insurance Company').
- (e) The administration of the Group Insurance Plan hereunder and the payment of benefits under the Plan shall be handled directly by the Insurance Company, it being understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance Plan and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as for example, but not limited to, disagreement over his earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in the principal Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his claim to the Insurance Company on the basis of the facts as determined by said award. It is

agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

SECTION 2 - Non-Occupational Disability Pay Plan

This plan is designed to provide income to active employees who are prevented from performing work solely due to non-occupational disability.

1. ELIGIBILITY

An hourly paid employee is eligible for payment under this plan subject to the 'Conditions of Payment' outlined in Section 2 below, if:

- (a) His Company Service Credit is equal to or in excess of two months as determined under the Company Service Credit Rules.
- (b) He provides the Company with a doctor's certificate, subject to confirmation by a doctor selected by the Company, as proof that his absence was due to a non-occupational illness or injury. The doctor's certificate in support of a claim for group insurance is acceptable.
- (c) Such absence due to disability is in excess of three (3) consecutive calendar days. In determining absence, any day on which an employee works less than three (3) hours will be counted as a day of absence for the purpose of this plan.
- (d) He reports his absence and the cause of his absence to the Company's Medical Department as soon as possible but within the foregoing three-day period. Exceptions to this period will be made if the Company is satisfied that failure to so report was for reasons beyond the employee's control.

2. CONDITIONS OF PAYMENT

- (a) Payments for which an employee otherwise qualifies under this plan will be made for each absence involving a different and separate disability up to a maximum of 52 weeks in each case. If the absence is due to the same or a related cause, payments will be made if the employee has worked three months since his last absence except that if the employee does not use up all the payments for which he could qualify during the first period of absence, he will be entitled to the balance of such payments during a subsequent period (or periods) of absence.
- (b) An employee will not be eligible for payments under this plan during periods of lay off (except where disability commences prior to the lay off) or leave of absence.
- (c) If a statutory holiday, as defined in Article 6 of this Contract, occurs during the period of time an employee is collecting or waiting to collect sick pay, such employee will be entitled to receive the holiday pay in addition to sick pay for that day. The statutory holiday will be considered as a waiting day for purposes of this Plan.

- (e) If an employee, while on vacation, becomes eligible in all other respects for payment under this plan, he will be eligible for payments starting with the fourth calendar day after the end of the scheduled vacation period if he is still absent due to non-occupational disability at that time. If an employee has not begun a scheduled vacation and becomes eligible for payment under this plan, the vacation may be re-scheduled and payment will be made under this disability plan. An employee may be allowed to take his vacation with pay as scheduled during a period of disability but in such cases he would not be eligible for payment under this plan for the duration of the vacation period.
- (f) If payments have been made under this plan and it is subsequently discovered that his disability is occupational, and the employee qualifies for payment by the Workers' Compensation Board, the employee will be required to refund the payments made under this plan.

3. METHOD AND AMOUNT OF PAYMENT

- (a) No payments will be made for the first three consecutive calendar days of absence except as provided for in Section 2 (2) (c) above.
- (b) Payments will begin with the fourth day of disability.
- (c) Non-occupational disability will be paid on the basis of a seven (7) day week beginning with the fourth day of disability.

Payments for part weeks of non-occupational disability will be pro-rated. Non-occupational disability benefits will be \$500 minimum per week or will equal the prevailing Employment Insurance Commission maximum weekly benefits. Effective April 1, 2000, Short Term Disability minimum benefit will be \$525 per week.

These claims will be administered by the Company.

- (d) The Company will reimburse an employee the cost of a Doctor's certificate when a receipt is presented to the Company.

SECTION 3 - Extended Health Benefits

- (1) The Company agrees that Extended Health coverage will be available to participating employees in the bargaining unit and their eligible dependants as outlined in this section.
- (2) Participation by active employees in the Plans shall be on a voluntary basis.
- (3) The Company will pay one hundred percent (100%) of the premiums for the Extended Health Plan during the term of this agreement for each active employee in the Bargaining Unit (including his eligible dependents) enrolled through the plant group.

- (4) No person will be insured as an employee and also as a dependent under the Basic and/or Extended Health Plans.
- (5) The Company may change carriers for the Plans with the objective of maintaining satisfactory services and economy, or in the event of the enactment or amendment of any Federal or Provincial law providing for benefits similar in whole or in part, to those covered by the Basic Plans. If the carrier is changed, the existing level of benefits under the Plans will be maintained.

SECTION 4 - Eyewear Plan

The Company will provide for active employees and their dependents (dependents are considered to be spouse and dependent children to age 21 or to age 25 if dependent child is a full time student) in the maximum amount of \$200 per person in any two year period. Effective April 1, 2000, the maximum amount will be increased to \$225 per person in any two year period.

Effective April 1, 1998, vision care benefits will be extended to all future retirees on the same basis as active employees.

SECTION 5 - General

During the term of this agreement, the Company Service Credit for an employee for the purpose of determining eligibility for Benefits under Section 1, 2, 3 and 4, and of computing the amount of such Benefits shall be determined in accordance with the Company Service Credit Rules set forth in Appendix C.

Article 20. PLANT CLOSURE

In the event that employees are to have their employment terminated because of the permanent discontinuance of all or part of the business, then the following provisions shall apply:

- (a) The Company shall notify the Union of this circumstance not later than the first date on which the Company is required to give any affected employee a notice of termination under Section 57 of the Employment Standards Act.
- (b) Upon the request of the Union, the Company and the Union shall bargain in good faith and make every reasonable effort to make an adjustment plan.
- (c) The Company and the Union shall meet for the purpose of bargaining within seven days after the Union makes the request.
- (d) The adjustment plan may include provisions respecting any of the following:
 - 1) Consideration of alternatives to terminating employees' employment.
 - 2) Human resource planning and employee counselling and retraining.
 - 3) Notice of termination.
 - 4) Severance pay and termination pay.
 - 5) Entitlement to pension and other benefits including early retirement benefits.
 - 6) A bipartite process for overseeing the implementation of the adjustment plan.
 - 7) Such other matters as the parties may agree upon.

ARTICLE 21 - MAINTENANCE

SECTION 1 Guidelines For The Assignment Of Overtime In The Maintenance Department

Introduction

- (a) The Maintenance Department will assign overtime in accordance with Article 5, Section 4(d) of the contract "Overtime shall be divided as equitably as practical among employees performing a similar class of work". However, due to the special conditions present in the Maintenance Department, strict adherence to Item 6 of the Letters of Understanding is not possible.
- (b) Overtime for Bricklayers and Building Maintenance Labourers will be assigned according to the procedures of the Production Department to which they are assigned.

Overtime Areas

- (c) The department is broken up into the following areas for purposes of overtime distribution:
 - (i) #1 Shop (Mechanical, Electrical, Garage, Machinists, painter)
 - (ii) #2 Shop (Mechanical, Electrical) including 48 Bldg. **and** Plumbers

Equality of Overtime

- (d) An attempt is made to equalize overtime within each trade in each area but not between members of the same trade in different areas.

Overtime Groups

- (e) A tradesmen, B apprentices and C apprentices within one trade are considered one group for purposes of overtime. The Process Manager will assign overtime work, within that group, according to the procedures outlined below providing the individual, in the opinion of the Process Manager, has the required skills.

Overtime Records

- (f) An overtime record will be kept for each employee in the department. This will list overtime hours worked and also those refused. The number used for determining eligibility for overtime will be the total of these two figures.

Transfer of Overtime

- (g) When a man is transferred permanently, or temporarily, from one area to another, he will take his total overtime hours with him. A man will be eligible for overtime on non-continuing work in the area from which he is first assigned at the start of the shift.

Absences

- (h) When a man is absent for a period exceeding four weeks unless on vacation, the average number of total overtime hours in his area and trade will be added to his overtime record.

New Employees

- (i) When an employee enters the department, he will be assigned the total overtime hours of the second highest individual in his trade in the area to which he is first assigned.

Overtime Outside Assigned Area

- (j) When a man is asked to work overtime in another area, the overtime or refusal is charged against his overtime record.

Continuing Work

- (k) When overtime is required on a job that has already been started, those who last worked on the job within the previous four days (96) hours will be given the first chance at overtime. If they decline, a refusal will be given equal to the number of hours actually worked by another crew on that job.

Eligibility For Overtime Not Defined As Continuing Work

- (l) When overtime is required on a job which is not "Continuing Work" the selection will generally be as outlined in Item 9 of "Letters of Understanding". The steps will be modified as listed below so that they specifically apply to the Maintenance Department:

- (i) If the department has notice, comprising less than 8 hours of Process Manager's working time, that overtime is required the selection will follow the order of steps listed below:

Step 1 - Employee in the department, in the area, on the classification in the plant, and with the least number of overtime hours.

Step 2 - Employee in the department, outside the area, on the classification in the plant, and with the least number of overtime hours.

Step 3 - Employee in the department, on the classification, in the area, outside the plant, and with the least number of overtime hours.

Step 4 - Employee in the department, outside the area, outside the plant, on the classification, and with the least number of overtime hours.

Step 5 - Employees not on the classification but qualified to perform the work.

- (ii) If there is notice of more than 8 hours of Process Manager's working time that overtime is required, the selection will follow the order Step 1, Step 3, Step 2, Step 4, Step 5.

Polling For Non Continuing Work

(m) The steps to be followed when polling groups in the order outlined in **(1) - Eligibility For Overtime Not Defined As Continuing Work** are as follows:

- (i) A list containing the information outlined in (f) - Overtime Records, will be kept for each trade in each area.
- (ii) The totals will be updated on a daily basis.
- (iii) Non continuing overtime will be offered to tradesmen qualified to perform the work in the order of ascending overtime (i.e. those with lowest overtime will be assigned first).
- (iv) The totals as of Friday morning will be used when assigning work for Friday, Saturday, Sunday and Monday (if a holiday). If Friday is a holiday, the Thursday morning totals will be used for Thursday, Friday, Saturday and Sunday.
- (v) The area Process Manager will ask every man, during the morning of the last day shift before the weekend whether he can work overtime that weekend if it is available. If an employee does not give the Process Manager a definite yes or no by 12:30, it will be assumed he is not available for work.
- (vi) The Process Manager will indicate on his list who is available if there is overtime. Separate marks will be made for Friday evening, Saturday, Sunday and holidays (if any). A similar procedure will be followed on the last shift prior to their RSDO for an employee working a day shift other than Monday to Friday. On the shift immediately prior to their RSDO, employees working other than day shift will inform their Process Manager whether they will be available for overtime on their RSDO's.
- (vii) The Process Manager will assign overtime to people in the following manner provided they have the training and ability for the available work:
 - Crews for "continuing work".

- Assign the remaining work, to those people who have signified their desire to work, starting with those with the lowest total overtime hours.

(viii) If he cannot fill all the required overtime from his available crew, he will contact other people using the procedure outlined in **(1) - Eligibility For Overtime Not Define As Continuing Work.**

Late Developing Overtime

(n) In cases where the Process Manager becomes aware of an overtime job within the last 1½ hours of a shift, he will attempt to assign work as in **(m)(v) - Polling For Non Continuing Work.** However, if this is not reasonably practical in this particular situation, the Process Manager will fill the job with a man who is readily available.

Updating Overtime Records

(o) Overtime hours worked and refused will be recorded in the appropriate space on the sheet outlined in **(m)(i) - Polling For Non Continuing Work** in the manner listed below:

- (i) Actual hours worked
- (ii) Anyone who declined non continuing work but has less hours of overtime than the last man who did work (other than on “Continuing Work”), will be charged with a refusal.
- (iii) Anyone who declined continuing work will be charged a refusal as stated in (k) - Continuing Work.
- (iv) Hours worked or refused outside the employees assigned area will be charged to his overtime as outlined above.
- (v) Overtime hours worked or refused on holidays will be added to the employee’s record. Where all scheduled shift men are required to work on a holiday, this will not be considered overtime. If coverage is only required for a part of the normal shift rotation, the work will be considered overtime and will be assigned on the same basis as above.

Evening And Weekend Call In

(p) It is not practical to handle call ins on nights or weekends as outlined in **(1) - Eligibility For overtime Not Defined As Continuing Work,** since the Process Manager or Weekend Co-ordinator making the calls has neither the time nor sufficient information. Also, since it is a critical situation, an attempt is made to contact the man with the most knowledge of the particular problem. The order of calls that will be followed is as listed below. However, calls will not necessarily be made in order of ascending overtime.

- (i) On classification in area.
- (ii) On classification outside area.
- (iii) Out of classification but qualified and in area.
- (iv) Out of classification but qualified and outside of area.

(q) Overtime actually worked following a call in will be added to the employee's total. Employees who decline call ins will be given a refusal equal to the hours worked by another employee on the same job.

Seventh Day Of Work

(r) The department attempts not to plan work for the seventh day worked whenever feasible.

SECTION 2 Welders Testing

- (a) Each Welder will have the opportunity to take the test twice with a dry-run preceding each test.
- (b) Should a Welder fail each of these tests, he will remain an "A" Welder and have a further opportunity to take another test, preceded by a dry-run, after an interval of six (6) months.
- (c) Should the Welder fail this third test, his hourly rate will be reduced to the midpoint between Welder "A" and Welder "B".
- (d) After a further period of six (6) months, the Welder becomes eligible to attempt the tests as in **(a)** above. In the event a Welder continually fails the test, his hourly rate of pay will remain at the midpoint between the "A" and "B" Welder rates.

SECTION 3 Maintenance Shops #1 and #2

When there is a permanent change in manning levels in either the #1 or #2 Maintenance Shop the employee(s) with the least amount of seniority in the affected classification will be moved unless a more senior employee in that classification volunteers.

SECTION 4 Shift Selection

- (a) An employee who selects a shift by polling or bumping is locked into that shift for a period of one year. These selections are for shifts NOT areas. It is understood and agreed that all shift schedules other than the Monday to Friday steady day shift schedule will be considered "shifts" for the purposes of this section.
- (b) A change in shift opportunities initiated by the Company will result in a poll within the affected trade. All employees within that trade will have a period from Monday to Thursday of a given week to apply on the poll regardless of any previous one year commitments. Following a poll, employees who were not successful or did not apply, revert to their original one year commitment.
- (c) A senior employee who bumps onto a shift will displace the most junior employee in that shift regardless of one year commitment status. There will be no poll.
- (d) Bumps will be allowed in any given week up to Tuesday at 3:30 p.m. At that time, schedules for the next week will be finalized.

ARTICLE 22. MODIFICATION OR TERMINATION OF CONTRACT

SECTION 1

This Contract shall continue in effect until 12:01 a.m. April 1, 2001, and shall automatically continue thereafter for further periods of one (1) year each from its applicable expiration date unless either party notifies the other in writing not more than ninety (90) days nor less than forty-five (45) days prior to its applicable expiration date that a modification or discontinuance is desired. In the event of such notice, the parties shall meet within twenty (20) days in an effort to reach an agreement. IN WITNESS WHEREOF the parties to this Contract declare that it contains responsibilities and obligations for each such party and that in signing the Contract it binds the parties during the Contract term to do everything they are required to do by the Contract and to refrain from doing anything they are expressly forbidden to do by the Contract. The parties further understand and declare that in case any of the provisions of this Contract are now or hereafter inconsistent with, or are not in conformity with, any applicable public laws, governmental orders, regulations, or rulings, such provisions shall be thereby rendered null and void, or be applied in such manner as will conform with such laws, orders, regulations or rulings.

It is further agreed by the Company and the Union that all other terms and provisions of the said Collective Bargaining Contract shall remain in full force and effect for the balance of the term thereof.

UCAR INC.

P. Calarco - General Manager
B.E. Blowes - Manager Administrative Services
J.F. Accursi - Product Manager - Carbon
K.A. Stinson - Product Manager - Graphite
M.D. Stranges - Manager - Industrial Relations

NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA
(C.A.W. CANADA) AND ITS LOCAL 523

C. Fry
R. Royer
B. Hall
D. Landry
G. Cook
B. Forster - CAW
M. Menicanin - CAW

APPENDIX 'A'
**SCHEDULE OF JOB CLASSIFICATIONS
AND WAGE RATES**

		Labour 4/1/98	Effective	
	Grade	\$	4/1/99	4/1/00
			\$	\$
Auxiliary Services Department (4304)				
Janitor	2	19.54	20.03	20.63
Stores Department (4339)				
Stores Clerk A	6	20.82	21.34	21.98
Stores Clerk A (Training)	5	20.48	20.99	21.62
Maintenance Department (4327)				
Automobile Mechanic A	15	24.58	25.19	25.95
Electrician A	15	24.58	25.19	25.95
Machinist A	15	24.58	25.19	25.95
Millwright A	15	24.58	25.19	25.95
Plumber & Pipefitter A	15	24.58	25.19	25.95
Scale Repairman A	15	24.58	25.19	25.95
Welder A	15	24.58	25.19	25.95
Carpenter A	14	24.11	24.71	25.45
Bricklayer A	14	24.11	24.71	25.45
Painter A	11	22.79	23.36	24.06
Apprentice B	9	21.89	22.44	23.11
Bricklayer Apprentice B	9	21.89	22.44	23.11
Maintenance Utilityman	6	20.82	21.34	21.98
Truck Driver	6	20.82	21.34	21.98
Apprentice C	5	20.48	20.99	21.62
Bricklayer Apprentice C	5	20.48	20.99	21.62
Building Mtce. Labourer	5	20.48	20.99	21.62
Janitor	2	19.54	20.03	20.63

Traffic Department (4347)				
Special Equipment Operator	7	21.12	21.65	22.30
Truck Driver - Gas	5	20.48	20.99	21.62

Yard Department (4342)

Ground Maintenance Man	6	20.82	21.34	21.98
Ground Maintenance Helper	5	20.48	20.99	21.62
Yard Labourer	5	20.48	20.99	21.62

Extrusion Department (2101)

Head Miller	9	21.89	22.44	23.11
Press Operator	9	21.89	22.44	23.11
Head Mixman	7	21.12	21.65	22.30
Crane Operator	7	21.12	21.65	22.30
Weighman	6	20.82	21.34	21.98
Miller	6	20.82	21.34	21.98
Lift Truck Operator	6	20.82	21.34	21.98
Moveman B	5	20.48	20.99	21.62
Pondman	5	20.48	20.99	21.62
Janitor	2	19.54	20.03	20.63
Coal Forming Operator A	9	21.89	22.44	23.11
Coal Forming Operator B	10	22.79	23.36	24.06
Coal Forming Operator C	8	21.50	22.04	22.70
Coal Forming Operator D	7	21.12	21.65	22.30
Utilityman	7	21.12	21.65	22.30

Mill, Mix & Forming Department (1101)

Operator A	11	22.79	23.36	24.06
Operator B	10	22.32	22.88	23.57
Operator C	8	21.50	22.04	22.70
Operator D	7	21.12	21.65	22.30
Distribution Man	8	21.50	22.04	22.70
Extrusion Operator	8	21.50	22.04	22.70
Crane Operator	7	21.12	21.65	22.30
Assistant Extrusion Operator	6	20.82	21.34	21.98
Lift Truck Operator	6	20.82	21.34	21.98
Assistant Distribution Man	5	20.48	20.99	21.62
Pondman	5	20.48	20.99	21.62
Utility Man	6	20.82	21.34	21.98
Janitor	2	19.54	20.03	20.63

Cathode Production Department (2204)

Baking Kiln Repairman	14	24.11	24.71	25.45
Head Kiln Loader	9	21.89	22.44	23.11
Head Kiln Fireman	7	21.12	21.65	22.30
Crane Operator Kilns	7	21.12	21.65	22.30
Lift Truck Operator	6	20.82	21.34	21.98
Kiln Loader	5	20.48	20.99	21.62
Coke Conditioning Operator	5	20.48	20.99	21.62
Janitor	2	19.54	20.03	20.63
Cathode Utilityman A	10	22.32	22.88	23.57
Cathode Utilityman B	10	22.32	22.88	23.57
Cathode Utilityman C	8	21.50	22.04	22.70
Cathode Utilityman D	10	22.32	22.88	23.57
Cathode Utilityman E	10	22.32	22.88	23.57
Cathode Line Operator	9	21.89	22.44	23.11

Carbottom Baking Department (1210)

Furnace Controlman	11	22.79	23.36	24.06
Head Operator Baking	9	21.89	22.44	23.11
Control Operator P.I.	10	22.32	22.88	23.57
Crane Operator	8	21.50	22.04	22.70
Operator Baking	6	20.82	21.34	21.98
Lift Truck Operator	6	20.82	21.34	21.98
Janitor	2	19.54	20.03	20.63
Head Tester	8	21.50	22.04	22.70

E-Graphitizing Department (1410)

Head Operator Graphitizing	9	21.89	22.44	23.11
Crane Operator	7	21.12	21.65	22.30
Operator Graphitizing	7	21.12	21.65	22.30
Pack System Operator	6	20.82	21.34	21.98
Lift Truck Operator	6	20.82	21.34	21.98
Sweeper Operator	7	21.12	21.65	22.30
Janitor	2	19.54	20.03	20.63
Head Tester	8	21.50	22.04	22.70
Graphite Power Coordinator	12	23.21	23.79	24.50
Utilityman	8	21.50	22.04	22.70

Machining Department (1900)

(a) Graphite Machining

CNC Machine Operator	11	22.79	23.36	24.06
Pin Machine Operator	10	22.32	22.88	23.57
Hob & Cutter Grinder	8	21.50	22.04	22.70
Palletizer	5	20.48	20.99	21.62
Lift Truck Operator	6	20.82	21.34	21.98
Turning Lathe Operator	7	21.12	21.65	22.30
Head Threading Inspector	8	21.50	22.04	22.70
Threading Inspector	7	21.12	21.65	22.30

(b) Carbon Machining

Shop Utilityman	9	21.89	22.44	23.11
Moveman A	7	21.12	21.65	22.30
Janitor	2	19.54	20.03	20.63
Carbon Threading Inspector	8	21.50	22.04	22.70

Shipping Department (8000)

Lift Truck Operator	6	20.82	21.34	21.98
Pallet Maker	7	21.12	21.65	22.30
Car Loader & Crater	5	20.48	20.99	21.62
Janitor	2	19.54	20.03	20.63
Inventory Control & Shipping Insp.	7	21.12	21.65	22.30

Quality Control Department (4355)

Sample Preparation Operator	7	21.12	21.65	22.30
Sifter	5	20.48	20.99	21.62

1)

2) JOB EVALUATION PROGRAMME

- 1) The Job Evaluation Programme will be implemented on April 1, 1991 and will continue in effect for the term of this Agreement.
- 2) The Job Evaluation Plan (hereinafter referred to as 'the Plan') which is attached hereto as Schedule 1, has been agreed to by the parties and will be the sole basis for the evaluation of all jobs performed by bargaining unit employees in the Plant. The Plan as such may not form the subject of a grievance nor shall it be arbitrable.
- 3) Each job in effect as of April 1, 1991, has been evaluated in accordance with the Plan and each such Job Evaluation has been agreed to. Attached hereto as Schedule 2 is a list of all such jobs showing their agreed to Labour Grade.
- 4) Attached hereto as Schedule 3 is a list of Benchmark Jobs which have been agreed to by the parties. Such Benchmark Jobs will be used, together with the Plan, for the purposes of determining the proper ranking relationship and job factor comparison of new or changed job evaluations. A Benchmark Job may not be the subject of a grievance nor shall it be arbitrable.
- 5) The responsibility for the evaluation of any job will continue to be vested in the Company and such evaluation will continue to be made consistent with and conforming to the provisions of this Programme.
- 6) The agreed to Job Evaluation for each job and others subsequently agreed upon shall continue in effect and will not be subject to appeal, except as hereinafter provided.
- 7) When the Company introduces a new job, changes and/or re-evaluates an existing job the Company will send the Union a copy of the new Job Identification and Evaluation. The Company will inform the Union, within thirty (30) days, of the effective date of implementation or change.
- 8) In the event that the Union disagrees with the Company's evaluation of such new or changed job, it may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below, within thirty (30) days following the date the new Job Evaluation was sent to the Union.
- 9) In the event that the Union alleges that the Company has changed the primary function or the content of the work as contained in the Job Identification of an existing job to the extent that the Job Evaluation should be changed from one Labour Grade to another, the Union may file an appeal in accordance with the notification and appeal procedure as provided in paragraph 10 below.

10) a) The Chairman of the Union Job Evaluation Committee will file in writing with the Chairman of the Company Job Evaluation Committee any appeal being processed in accordance with paragraphs 8 and 9 above. Such written appeal shall list all the alleged changes that have been made to the job. Any Benchmark Job or other agreed to jobs being relied upon by the Union to support their claim shall be listed and reasons given.

b) Upon receipt of such appeal, the Company will review the job and will send the Union a written answer giving reasons for its position with respect to each of the alleged changes within thirty (30) days of receipt of the appeal.

In the event that such written response by the Company is not satisfactory, the Union may request the Company Committee Chairman to establish a meeting date, within thirty (30) days of such request or such other period as mutually agreed, to discuss and attempt to resolve such disputed job evaluation.

c) In the event that such appeal is not resolved by the committees, the Company Chairman, within thirty (30) days following the date of the meeting, will send the Union Committee Chairman an answer in writing.

d) If the Company's answer is not satisfactory, the Union may, within thirty (30) days following the date of the Company's answer, refer the appeal to Arbitration as described in the Basic Agreement.

e) The Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of this Appendix nor to adjudicate any matter not specifically referred to in the written appeal filed under the provisions of paragraph 10 (a) above and the authority of the Arbitration Board shall be limited to:

- (i) confirming the job evaluation of the Company, or
- (ii) assigning a revised ranking if the Board determines that the job was improperly ranked as a result of inconsistent application of the Plan and the disputed Job Evaluation does not bear a proper ranking relationship to other undisputed job evaluations or Benchmark Jobs, in which event the provisions of paragraphs (f) and (g) below shall apply.

f) In the event a job evaluation is changed from one labour Grade to another by agreement between the parties or by decision of the Arbitration Board and such change in Labour Grade results from an appeal filed under the provisions of:

- (i) paragraph 8 above, the revised Labour Grade for such job shall become effective on the date specified by the Company in paragraph 7:
- (ii) paragraph 9 above, the revised Labour Grade for such changed job evaluation shall become effective ten (10) days prior to the date of receipt of the Union's written appeal.

- g) The Company will advise the Union in writing of job changes which affect the factoring of the job in question but do not result in a change in Labour Grade.
 - h) Any employee, who has occupied a job for which the Job Evaluation is revised in accordance with the above provisions, shall be paid the applicable Job Rate for the Labour Grade to which the job is assigned retroactively to the effective date specified in paragraph (f) above, provided that the revised Labour Grade is higher than the Labour Grade assigned by the Company.
- 11) The Union may select three (3) employees to act as its Job Evaluation Committee, one of whom will be designated as Chairman. Each such member of the Union Committee will be paid at his straight time Labour Grade Job Rate for hours spent at meetings scheduled by the Company under the provisions of paragraph 10 (b) above or for hours spent in the Plant researching new, combined or changed jobs. Such payment shall not exceed a total of nine (9) hours in any calendar Month for the whole Committee and the hours may be cumulative during the term of this Agreement. The Chairman of the Union Committee, or in his absence, another member of the Committee will be allowed access to any department to observe a job whose Evaluation has been sent to the Union in accordance with paragraph 7 or has been appealed by the Union in accordance with paragraph 9, provided the employee member notifies the Process Manager of the department in advance and does not interfere with production.
- 12) In the event that a Benchmark Job changes from one Labour Grade to another, the job shall be deleted from the list of Benchmark Jobs and the provisions of paragraph 7 and 8 shall be applied. For every job which is deleted from such list, the parties will select another job to be added to such list, such other job to be selected on the basis that it is representative and comparable to the former Benchmark Job and the Labour Grade for which it was selected.

SCHEDULE 2

Labour Grade	Job Title	Department
2	Janitor	ALL
5	Moveman B	2101
	Pondman	2101
	Pondman	1101
	Assistant Distribution Man	1101
	Coke Conditioning Operator	2204
	Palletizer	1900
	Bricklayer Apprentice C	4327
	Apprentice C	4327
	Building Maintenance Labourer	4327
	Yard Labourer	4342
	Ground Maintenance Helper	4342
	Stores Clerk A (Training)	4339
	Truck Driver - Gas	4347
	Sifter	4355
	Car Loader & Crater	8000
6	Lift Truck Operator	ALL
	Miller	2101
	Weighman	2101
	Utilityman	1101
	Assistant Extrusion Operator	1101
	Kiln Loader	2204
	Operator Baking	1210
	Pack System Operator	1410
	Maintenance Utilityman	4327
	Ground Maintenance Man	4342
	Stores Clerk A	4339

7	Sample Preparation Operator	4355
	Crane Operator	2101, 1101, 2204, 1410
	Utilityman	2101
	Head Mixman	2101
	Coal Forming Operator D	2101
	Operator Graphitizing	1410
	Sweeper Operator	1410
	Turning Lathe Operator	1900
	Threading Inspector	1900
	Truck Driver	4327
	Special Equipment Operator	4347
	Inventory Control & Shipping Inspector	8000
	Pallet Maker	8000
8	Coal Forming Operator C	2101
	Operator C	1101
	Extrusion Operator	1101
	Distribution Man	1101
	Operator D	1101
	Crane Operator	1210
	Head Tester	1210
	Head Tester	1410
	Utilityman	1410
	Hob & Cutter Grinder	1900
	Head Threading Inspector	1900
	Carbon Threading Inspector	1900
	Moveman A	1900
	Cathode Utilityman C	2204
9	Coal Forming Operator A	2101
	Press Operator	2101
	Head Miller	2101
	Head Kiln Loader	2204
	Head Kiln Fireman	2204
	Head Operator Baking	1210
	Head Operator Graphitizing	1410
	Shop Utilityman	1900
	Cathode Line Operator	2204
	Bricklayer Apprentice B	4327
	Apprentice B	4327

10	Coal Forming Operator B	2101
	Operator B	1101
	Control Operator P.I.	1210
	Pin Machine Operator	1900
	Cathode Utilityman A	2204
	Cathode Utilityman B	2204
	Cathode Utilityman D	2204
	Cathode Utilityman E	2204
11	Operator A	1101
	CNC Machine Operator	1900
	Painter A	4327
12	Graphite Power Coordinator	1410
13	Furnace Controlman	1210
14	Baking Kiln Repairman	2204
	Carpenter A	4327
	Bricklayer A	4327
15	Electrician A	4327
	Machinist A	4327
	Automobile Mechanic A	4327
	Plumber & Pipefitter A	4327
	Scale Repairman A	4327
	Welder A	4327
	Millwright A	4327

SCHEDULE 3
BENCHMARK JOBS

LABOUR DEPARTMENT	JOB CLASSIFICATION	GRADE
2101	Coal Forming Operator D	7
1101	Coke Forming Operator B	10
2204	Kiln Loader	5
1210	Head Operator Baking	9
1410	Head Tester	8
1410	Crane Operator	7
1900	CNC Machine Operator	11
1900	Lift Truck Operator	6
4355	Sifter	5
4327	Millwright A	15

APPENDIX 'C'

COMPANY SERVICE RULES

I. COMPANY SERVICE CREDIT

Introduction

The length of an employee's Company Service Credit has a direct bearing on the value of his benefit plans.

1. No Previous UCAR Inc. Employment

In the case of a UCAR Inc. employee who, at the date of his employment with the Company, has no previous service with UCAR Inc., his Company Service Credit begins at the date of employment.

2. Effect of Layoff

In case an employee has been or is subsequently laid off by UCAR Inc. on account of reduction in force and through no fault of his own, Company Service Credit will be given for service prior to such lay-off immediately on recall from the lay-off.

3. Effect of Leave of Absence

In the case of absence caused by temporary suspension of work (other than 'lay-off' as in paragraph 2 above), disability or absence-with-leave which is authorized by the Management of UCAR Inc., employment will be considered as continuous if it does not exceed three months. However, in case such absence does exceed three months, the period of absence in excess of three months will not be considered as Company Service Credit unless otherwise authorized by the Manager-Administrative Services. If an employee who is thus absent fails to return to work when able to do so and at the time designated by such Management he will be considered as voluntarily terminating his employment when absence commenced.

4. Effect of Rehire after Voluntary Termination

In case of rehire subsequent to voluntary termination of employment, prior Company Service Credit will be reinstated immediately upon re-employment only if such employee was rehired within three months after his voluntary termination, and Management deems it to be in the interest of UCAR Inc. to authorize reinstatement of Company Service Credit for service prior to such voluntary termination.

5. Effect of Rehire after Discharge

In case of rehire or reinstatement subsequent to discharge for cause or resignation at the request of UCAR Inc., prior Company Service Credit will not be reinstated unless otherwise authorized by the Manager-Administrative Services.

6. Effect of Previous Service with UCAR Inc.

The Company Service Credit for a person who becomes employed by UCAR Inc. who had previously been employed for one or more periods by the Company shall be determined as follows:

(a) If the person was immediately theretofore employed by UCAR Inc., then commencing with the initial date of employment, prior Company Service Credit shall be granted according to rules set out in Appendix 1.

(b) If the person has lost such Company Service Credit because of (i) lay-off , or (ii) termination for any cause, he will be eligible to have full restoration of such prior Company Service Credit, for all purposes, upon having completed a total of two (2) years of currently accredited Company Service Credit with UCAR Inc. following re-employment.

II. CONTINUOUS SERVICE CREDIT

An employee's Continuous Service Credit is based on the most recent period of uninterrupted employment with UCAR Inc., or a Predecessor Company of UCAR Inc. calculated from the employee's latest date of employment, and includes any periods of temporary suspension of employment, with or without pay, in accordance with the company's recognized and established practices.

APPENDIX 'D'

LAY OFF ALLOWANCE PLAN

Purpose of the Plan

This plan is intended to assist an employee, laid off on account of lack of work pending the location of another position or during the waiting period for Employment Insurance Benefits.

Conditions Governing Payment

1. The lay off allowance will be additional to accrued vacation pay which may be payable under the Company Vacation Plan.
2. In cases involving lay off for lack of work, it is Company policy to give as much advance notice as feasible, whether or not lay off allowance is also payable under the plan.
3. A lay off allowance is payable to an employee who has three months or more of Company Service Credit and who is laid off on account of lack of work, unless the lay off is caused by a temporary suspension of work or the employee was hired for intermittent or casual work or as a temporary worker for a limited time or specific project.
4. A lay off allowance is not payable to an employee who terminates his employment voluntarily, or who is discharged, or who resigns by Company request or who is granted leave of absence, or who is retired.

5. Unless approval is given by the Company Management concerned to make the payments in lump sum or otherwise, payments of lay off allowance will be made by the regular paymasters on the regular pay days during the respective periods authorized.

Re-employment

In case an employee is re-employed by the Company after he has been paid a lay off allowance, his Company Service credit for any subsequent lay off allowance consideration shall start from the date of such re-employment.

Schedule of Payments

A lay off allowance will be paid to an employee eligible therefore under this plan in accordance with the following schedule. The amount payable will be calculated as follows:

- (a) For straight day workers: At straight time hourly rate for the regularly scheduled work week in effect at the time of lay off excluding overtime premium.
- (b) For a shift worker: At the rate calculated as in (a) above plus the shift bonus in effect at the time of lay off if on a fixed shift or the average shift bonus if on a rotating shift.
- (c) Company Service Credit under 3 months - No allowance. Company Service Credit 3 months and under 1 year - Lay off allowance - Same proportion of 1 week's pay as completed months of service are of 12 months.
Example: 8 months Company Service Credit - allowance 8/12 of 1 week's pay.

Company Service Credit	Lay Off Allowance
1 year and under 3 years	1 week's pay
3 years and under 5 years	1 1/2 week's pay
5 years and under 7 years	2 week's pay
7 years and under 10 years	3 week's pay
10 years	4 week's pay
11 years and over	Same as for 10 years, plus 1/2 week additional for each additional year of Company Service Credit.

Addendum

Employees laid off will be covered for Extended Health, Semi-private Hospital, Group Insurance, Dental and Eyewear benefits (employee pays his share of insurance premiums) for a period of 35 weeks from the date of lay off for employees with 10 years or greater Company Service Credit or 13 weeks from the date of lay off for employees with less than 10 years Company Service Credit.

APPENDIX 'E'

DEFINITION OF DAY WORKED

In determining which days are to be considered 'days worked' the following rules shall govern:

(a) Any day on which an employee works some time but less than full time shall be considered a 'day worked' if the Company is satisfied that the failure of the employee to work full time is due solely to one or more of the following conditions:

- (i) the employee's illness;
- (ii) the employee's injury;
- (iii) serious misfortune or other circumstances completely beyond the employee's control;
- (iv) failure of the Company to provide work;

(b) Any day shall be considered a 'day worked' on which an employee personally reports on the job with reasonable expectation of work and is sent home because of lack of work or because of other circumstances which the Company is satisfied are completely beyond the employee's control.

(c) Any day on which an employee performs no work for the Company, or on which he works some time but less than full time for any reason other than those stated in (a) above, will be excluded entirely in computing 'days worked'.

(d) A full day's absence will not be credited as 'day worked' in calculating the seventh day worked in a week for any reason except under the condition mentioned above, namely, days on which the employee reports for regular work but is sent home because of lack of work or other reasons beyond his control.

(e) When an employee works part of a day, he may be given credit for a full 'day worked' but in case he is not credited with a full 'day worked' the part day will be completely disregarded in calculating 'days worked'. Full credit or no credit is given, in accordance with the provisions outlined above.

APPENDIX 'F'

DEDUCTION AUTHORIZATION

Date.....

To the Paymaster:

Pursuant to Contract Agreement entered into by UCAR Inc. Welland, Ontario, plant, and National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. Canada) and its Local 523, I hereby authorize and request you to deduct from my wages an amount as specified in Article 3, Section 3, and to pay each week the amount so deducted to the Treasurer of the said Union.

This authorization shall be effective commencing..... (month).....(year), and shall continue in effect during the life of the said Contract unless I am transferred out of the bargaining unit, or cease to be an employee of the Company during the Contract.

In the event said Contract is automatically renewed for a further period of twelve months, or a new Contract is entered into by the Company and the Union which contains a similar Union dues deduction authorization provision, I hereby extend the life of this authorization to cover such further period.

Signed.....

Witness.....

APPENDIX 'G'

APPRENTICESHIP TRAINING PROGRAM

Purpose -

To provide qualified employees with a thorough knowledge of methods and practices of their chosen trade, to develop and maintain high standards of workmanship, and offer an opportunity to qualified UCAR Inc. employees to become fully qualified and responsible tradesmen.

Qualifications of Applicants -

Applicants for the Apprenticeship Program must have the necessary qualifications as determined by the Company.

Number of Apprentices -

The number of apprentices to be employed in the trade shall not exceed one (1) apprentice for the first qualified 'A' tradesman and (1) additional apprentice for every three (3) additional 'A' tradesmen employed in the trade.

Continuity of Training -

Provided their progress is satisfactory to the Company, apprentices shall continue in the program except for circumstances beyond the control of the Company; for example loss of business, anticipated business not materializing, etc. During the course of the apprenticeship, the apprentice will be expected to successfully pass practical tests which the Company may from time to time require. The apprentice will also be required to successfully complete all classroom training and pass the Government test for an 'Ontario Certificate of Qualification' in the applicable trade. Should the apprentice fail to satisfy any of these requirements, he will be given one further opportunity only to meet the requirements.

When a reduction of the 'A' tradesmen force is necessary, apprentices shall be laid off in accordance with the ratio of apprentices to 'A' tradesmen in the reverse order of their entry into the apprenticeship program. If, following the reduction, apprentices are again required, those who were removed from the program in accordance with the above, will be returned to the program in the reverse order of their removal before new apprentices are assigned.

Duration -

The duration of training and instruction will be in accordance with the Contract of Apprenticeship and the Tradesmen's Qualification Act and Regulations. A new apprentice will start at the Apprentice 'C' wage rate and progress to Apprentice 'B' wage rate when he has two years left in the apprenticeship.

APPENDIX 'H'

PENSION PLAN

GROUP INSURANCE PLAN

DENTAL ASSISTANCE PLAN

LONG TERM DISABILITY PLAN

PART 'A' - PENSION PLAN

The parties hereby agree upon the maintenance of the Pension Plan for the bargaining unit employees represented by the Union at the Welland Plant, subject to the following terms and conditions:

1. The Company agrees to make available benefits under the Non-Contributory Pension Plan as set forth in the Pension Plan document amended and restated as of January 1, 1992 (herein called the 'Pension Plan') a copy of which is attached hereto and made a part hereof.
2. It is understood that if any dispute shall arise between the Company and any bargaining unit employee under the Pension Plan as to:
 - A. The calculation of his Company Service Credit;
 - B. The age of the employee;
 - C. The Earnings Average of the employee as defined in the Pension Plan;then such dispute as stated in either 'A', 'B' or 'C' above may be taken up through the Grievance Procedure of the principal Collective Bargaining Contract between the parties then in effect. It is understood that an employee who retires and commences to receive a Pension Benefit will have no rights to resume active employment with the Company.

3. The obligation of the Company to maintain the Pension Plan as herein provided is subject to the following conditions:
 - A. That the Pension Plan, as herein provided, be approved by the Minister of National Revenue For Canada, the Pension Commission of Ontario and/or other appropriate government authority, whether Federal or Provincial, and that such approval be maintained continuously thereafter; and
 - B. That the Pension Plan qualify under the Income Tax Acts, the Ontario Pension Benefits Act and any other applicable Federal or Provincial tax and pension benefit laws (as such Acts or laws are now in effect or are hereafter amended or enacted); and
 - C. That the Company be entitled and have the right to deduct for income tax purposes any and all contributions made by the Company under the Pension Plan, pursuant to the Income Tax Acts and any other laws, Federal or Provincial, having to do with taxation (as such Acts or laws are now in effect, or are hereafter amended or enacted). In the event that any revision in the Pension Plan is necessary to receive or maintain the approval referred to in 3A hereof, or in order to obtain or retain the right to make the deduction referred to in 3C hereof, the Company and the Union shall resume negotiations for the purpose of reaching an agreement on such revision, it being understood that such revision shall be held to a minimum adhering as closely as possible to the intent of the Company and the Union as expressed in the Pension Plan and in this Agreement.
4. The Pension Plan referred to in this Agreement shall be non-contributory.
5. During the term of this Agreement, the Company Service Credit for an employee for the purpose of determining eligibility for Benefits under the Pension Plan, and of computing the amount of such Benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the principal collective bargaining contract.
6. For the term of this agreement, any employee who elects to retire will receive a 10% enhancement to their basic pension benefit to be taken as a bridge benefit from retirement age to age 65.
7. The definition of spouse is amended to include continuous cohabitation for one year.
8. For pension purposes, a Plan member continues to accrue Credited Service for periods of Short Term Disability. Earnings during such period are based on straight time rate X forty (40) hours.
9. For the term of this agreement, Early Retirement is permitted for a member having both attained age fifty (50) and completed ten (10) years Credited Service as a Plan member. An employee who has attained age 50 and has 85 points (age & service) will be eligible for an unreduced pension benefit.

10. For the term of this agreement, the Level Income Option is amended to age sixty (60) based on the Member's expected Canada Pension Plan Benefit at age sixty (60).
11. A plan member accrues Credited Service as follows: up to 17 weeks for pregnancy leave, up to 18 weeks for parental/adoptive leave and for all time off work while on a WSIB claim.

PART 'B' - GROUP INSURANCE PLAN

1. The Company agrees to make available benefits under the Group Insurance Plan to eligible employees who participate in the Plan as set forth in the booklet entitled 'Group Benefits - Active Employees', dated July 20, 1995 (hereinafter referred to as the 'Plan Contract'), a copy of which is attached hereto and made a part hereof.
2. Participation in the Group Insurance Plan shall be on a voluntary basis.
3. The costs to employees for Basic Life Insurance are set forth in the Plan Contract. Any increase in these costs during the term of this Agreement will be shared equally by the Company and employees. The costs to employees for Supplemental Life Insurance are set forth in the Plan Contract and these costs will be adjusted as and if necessary in order to maintain total employee payment of Supplemental Life Insurance during the term of this agreement. Each participating active employee shall pay his cost of the Group Insurance Plan by payroll deduction pursuant to his written authorization therefore on a form supplied by the Company. An early retiree who qualifies for and elects the option to continue the full amount of (a) his Basic Life Insurance or (b) his Basic and Supplemental Life Insurance up to age 65, as set forth in the Plan Contract, shall make his payments in advance twice per year to the office or postal address designated by the Company.
4. The Company shall retain the right to arrange through an insurance company or other carrier for coverage providing the benefits under the Group Insurance Plan, current coverage having been arranged with Mutual Life Insurance Company (herein called the 'Insurance Company').

In the event of the enactment or amendment of any Federal or Provincial Law providing the benefits similar in whole or in part, to those covered by Part B of this Agreement, and requiring either (a) compulsory participation by any employee or the Company; or (b) compulsory payment of taxes or contributions by any employee or the Company; or (c) benefit costs either to any employee or the Company different from those provided for under Part B of this Agreement, then the parties hereto agree that they will amend this Agreement so as to provide that the total cost to the Company for insurance benefits or whatsoever nature for its employee will not be greater in amount than such costs as provided by law or by Part B of this Agreement, which costs are greater.

5. The administration of the Group Insurance Plan hereunder and the payment of benefits under the Plan shall be handled directly by the Insurance Company, it being

understood that a claimant whose benefits claim is denied may contest such denial with the Insurance Company, but that he shall have no redress whatsoever against the Company. It is agreed, however, that in any case in which an employee claiming benefits under the Group Insurance Plan and desiring to file such claim with the Insurance Company, becomes engaged in a non-medical factual dispute with the Company in connection with such claim (such as, for example, but not limited to, disagreement over his earnings group, eligibility, employment status, amount of Company Service Credit, or other non-medical factual question), such employee and the Union may process such dispute through the Grievance Procedure set forth in the Principal Collective Bargaining Contract then in effect between the parties. It is agreed that any arbitration award as to such factual dispute shall be final and binding upon the parties hereto and the employee thereafter may present his claim to the Insurance Company on the basis of the facts as determined by said award. It is agreed, however, that any and all medical questions in dispute shall be determined solely by the Insurance Company.

PART 'C' - DENTAL ASSISTANCE PLAN

1. The Company agrees to make available benefits under the Dental Assistance Plan to eligible employees who participate in the Plan as set forth in the booklet 'Group Benefits- Active Employees' amended July 20, 1995, a copy of which is attached hereto and made a part hereof.
2. Employees and their eligible dependents will be automatically enrolled in the Dental Assistance Plan on the first day of the month following the date of hire.
3. The Company agrees for the term of this agreement to pay the full cost of benefits under the Dental Assistance Plan for employees and their eligible dependents for the period of the employees' active employment with the Company. In the event that the costs for present coverage are increased during the term of this agreement the Company shall pay for such additional costs and, in the event the costs for such coverage is reduced, or if similar coverage is subsequently provided by any Federal, Provincial or Municipal body through a taxation system during the term of this agreement, the parties agree that there shall be deemed to be no savings thereby and the Company shall not be obliged to provide any other additional benefits in substitution for such coverage.
4. No person shall be eligible to file a claim as an employee and also as a dependent under the Dental Assistance Plan.
5. All claims under the Dental Assistance Plan will be paid by a Claims Administrator, the present Claims Administrator being the Mutual Life Assurance Company. It is understood that the Company retains the right to select and/or change the Claims Administrator, providing the level of benefits remain similar to or better than presently provided.

6. All claims under the Dental Assistance Plan shall be filed by the claimant with the Claims Administrator on the prescribed claim form according to the procedure set out in the Dental Assistance Plan booklet. If any dispute shall arise between the claimant and the Claims Administrator in regard to the filing of claims or the authenticity of a claim, such dispute shall be resolved by the claimant and the Claims Administrator.
7. Effective April 1, 1998 all claims under the Dental Assistance Plan shall be administered under the applicable 1997 Provincial Dental Association fee schedule. Effective April 1, 1999, all claims under the Dental Assistance Plan shall be administered under the applicable 1998 Provincial Dental Association fee schedule.

Effective April 1, 2000, all claims under the Dental Assistance Plan shall be administered under the applicable 1999 Provincial Dental Association fee schedule.
8. Effective April 1, 1991, orthodontic coverage will be added to the Major Restorative portion of the Plan for dependent children to age 21 with a lifetime maximum of \$1750 per child.
9. Effective April 1, 1995, Pit and Fissure sealants are added to the list of eligible benefits for dependents up to and including age 14.
10. Effective April 1, 1995, the annual maximum dental benefit is \$1,500.
11. Effective April 1, 1998, the reimbursement rate for basic coverage is increased to 90%.
12. Effective April 1, 1998, deductibles on Major Restorative are eliminated.
13. Effective April 1, 2000, the annual maximum dental benefit for Basic & Major Restorative is \$1800.

PART 'D' - LONG TERM DISABILITY PLAN

1. The Company agrees to make available benefits under the Long Term Disability Plan to eligible employees as set forth in the Agreement between UCAR Inc. and The Mutual Life Assurance Company of Canada dated April 1, 1992.
2. Participation in the 'Basic' portion of the Long Term Disability Plan will be available to all eligible employees. Premiums for this 'Basic' portion will be paid entirely by the Company.
3. Participation in the 'Optional' portion of the Long Term Disability Plan will be available to all eligible employees. Premiums for this 'Optional' portion will be paid entirely by the employee through payroll deduction.

4. Any employee collecting Long Term Disability Benefits will continue to accumulate Company Service Credit for the purposes of determining Pension Benefits.

PART 'E' - GENERAL PROVISIONS

1. During the term of this agreement, the Company Service Credit of an employee for the purpose of determining eligibility for benefits under the Pension, Group Insurance, and Dental Assistance Plans, and of computing the amounts of such benefits, shall be determined in accordance with the Company Service Credit Rules set forth in the Principal Collective Bargaining Contract then in effect between the parties.

Mr. B. Forster, Business Agent,
C.A.W., Local 523
16 Steel Street,
Welland, Ontario.

Dear Mr. Forster:

Letters of Understanding

During the term of the Collective Agreement between the parties effective April 1, 1998, the following understandings have been reached:

Item 1 - Shift Change

- (a) In the event that the employee(s) agrees to a shift change and the Company subsequently cancels such change, the Company will pay the employee(s) concerned time plus one-half the basic hourly rate for the first 8 hours worked on his next regular shift. This provision shall not apply if the change in shift schedule is the result of a request by the employee(s).
- (b) Should the Company post a schedule of working hours which requires the employee(s) to work overtime, such schedule will not be changed. In the event the employee's normal work is not available, non-classified work will be provided.

Item 2 - Vacation Entitlement - Lay Off

When an employee is laid off by the Company and such employee is entitled to receive a vacation payment equal to 4% of his earnings, the employee can elect to receive this payment either at time of layoff or during the last week of the calendar year in which layoff occurs.

Item 3 - Coveralls

It is the intention of the Company to review, with regard to regulated substances only, the issue of coveralls.

Item 4 - Technological Change

During the lifetime of this Agreement if the Company plans plant closure or the discontinuation of an existing operation within the bargaining unit that may cause a lay off or anticipates the introduction of new technology that may cause a lay off, the Company will notify the Union as soon as reasonably possible of the planned change.

In the event of the introduction of new technology, that is likely to have an impact upon employees, the Company will give the Union notice thereof and will discuss with the Union the implications of such new technology including ways of helping employees deal with the change.

When new or greater skills are required by affected employees, training will be provided to the number of such employees required in accordance with their seniority and abilities. When training for new technology is required, the Company and the Union will discuss the methods of training and the individuals most appropriate to receive the training.

Item 5 - Overtime Work Assignments

Whenever it is possible to do so, the Company will assign qualified employees to overtime work assignments. For example, the overtime scheduling procedure will be exhausted before an employee who is not qualified to perform the overtime work is assigned to a job. When it is necessary to assign work to an employee who is not qualified, the Company will provide the employee with the necessary instructions to do the specific work required safely.

Item 6 - Distribution of Overtime

If the department has 8 hours' or less notice that overtime is required, the selection must be made on the following basis:-

STEP 1 -Employee in the department, on the classification, in the plant and with the least number of overtime hours.

STEP 2 -Employee in the department, in the plant, outside the classification but qualified to perform the work, and with the least number of overtime hours.

STEP 3 -Employee in the department, on the classification, outside the plant, and with the least number of overtime hours.

STEP 4 -Employee in the department, outside the plant, outside the classification but qualified to perform the work, and with the least number of overtime hours.

If the department has more than 8 hours' notice that overtime is required, the selection must be made on the following basis:

STEP 1 -Employee in the department, on the classification, and with the least number of overtime hours.

STEP 2 -Employee in the department, outside the classification but qualified to perform the work, and with the least number of overtime hours.

In the interest of safety, employees will not be asked to work more than two consecutive sixteen hour shifts unless all other qualified employees in the department have declined or are not available to perform the work. Should an employee decline to work the third consecutive overtime shift, these overtime hours will not be charged against him.

No individual shall be entitled to work more than sixteen (16) hours in any twenty-four (24) hour period except in an emergency. Temporary employees as defined in Article 10 Section 5(e) will be eligible for overtime after Step 2 of the above procedure has been exhausted.

Overtime hours worked or refused on holidays will be added to the employee's record. Where all scheduled shift men are required to work on a holiday, this will not be considered overtime. If coverage is only required for a part of the normal shift rotation, the work will be considered overtime and will be assigned on the same basis as above.

An overtime record will be kept for each employee in the department. This will list overtime hours worked and also those refused. The number used for determining eligibility for overtime will be the total of these two figures.

When an employee is absent for a period exceeding four weeks, unless on vacation he will be assigned the total overtime hours of the second highest individual in his classification upon his return to work.

When an employee enters a department he will be assigned the total overtime hours of the second highest individual in his classification.

Item 7 - Safety and Health

1. The Company agrees to notify employees that when medical testing relating to the workplace is required, they can select a doctor of their choice on the understanding the employee pays the total cost involved and provides the Company physician with the information required.
2. The Company will continue to undertake all biological monitoring and medical testing and examination during working hours without cost to the employee.
3. The Company agrees to post any medical requirements pertaining to a job on the job posting form.

Item 8 - Contracting Out

This letter is written to confirm the Company's policy regarding the performance of Bargaining unit work with our own employees and equipment.

It is recognized that at times and for varying reasons, it may not be considered practical or advisable for certain work to be performed by our own Company. The Company, therefore, reserves the right to decide how and by whom such work is to be performed. However, provided we have the necessary facilities and equipment and can perform the work required with our own work force in a manner that is competitive in terms of cost, quality and within projected time limits, it is our intention and desire to keep such work within the Company. The Company will provide the Union with advance notice of outside contracting relating to work which is normally performed by Bargaining Unit members.

No Bargaining Unit employee with the present skill and ability shall be laid off while work, which is normally performed by Bargaining Unit members, is being performed by outside contractors provided that the Company has the necessary facilities and equipment and the work can be performed by such employees in a competitive manner.

The Company agrees to convene a meeting once every two (2) months, at a mutually convenient date, between the Manager - Administrative Services and the Appropriate Product Manager(s) with the Shop Chairman or his designate and one other Union official. The Shop Chairman will notify the Supervisor-Industrial Relations at least five (5) days prior to such meeting of the subject matter which the Union wishes to discuss at the meeting. The purpose of such meetings will be to discuss matters of mutual concern with regard to the contracting out of work, including but not restricted to:

- (i) the reasons for such work being contracted out and the expected duration;
- (ii) future plans of the Company with respect to major contracted services;
- (iii) ways and means of practically minimizing contracting out which is of concern to the Union, thereby improving employment opportunities for employees; and
- (iv) review the effectiveness of the utilization of the Trades group to minimize the use of outside contractors.

Item 9 - Temporary Transfers

If it becomes necessary to transfer employees, for temporary periods in excess of thirty-one (31) days, to other departments, such temporary periods will not exceed eight (8) weeks. This provision will be triggered by :-

1. A Special customer order or
2. A temporary imbalance in production requirements (eg. a reduction in coke forming coincident with an increase in another department).

Temporary transfers will be made on a reverse departmental seniority basis. When applying this provision, which will not be used in conjunction with the temporary assignment as outlined in Article 10 Section 1(c), the Company will limit its use to four (4) times per year and the maximum number of employees transferred on each occasion will be ten (10). The Company will notify the Shop Chairman and Chief Steward in advance the reasons for the temporary transfers, the number of employees

involved and the duration. Upon completion of the temporary transfer the employees involved will return to their permanent classifications. Employees in the department where the additional manpower is required will have first opportunity to the temporary vacant positions based on their seniority and the employees transferring to that department will select a remaining vacancy in accordance with their plant seniority or displace a temporary employee in another department. In such an event the temporary employee will replace the transferred employee and be placed on the last vacant job. Transferred employees will be paid the higher of the rate of the temporary classification or the rate of his permanent classification.

Departments 4327; 4355; 4342; 4347; 4304; 4339 and 8000 will be excluded from this provision. The Company agrees that no department will be affected more than twice in any one year. In the event that overtime is required in an employee's temporary classification, the employee involved will be entitled to share in such overtime. At the conclusion of the temporary transfer the overtime charged to the employee while on the temporary classification will be compared to the overtime charged to employees holding the same permanent classification for the same period. If the average overtime charged to employees in his permanent classification is greater, the employee concerned will be paid fifty (50) per cent of this difference.

ITEM 10 - Direct Deposit

The Company and the Union agree that all employees will be paid by direct deposit.

ITEM 11 - Team Concept

The parties recognize that joint co-operative support of the Team Concept is an essential element of the success of UCAR Inc.

In order to facilitate this process, a Joint Committee comprised of the Union Executive and an equal number of upper management representatives will be established within two (2) months of ratification of this agreement.

The Joint Committee will meet on a monthly basis to plan and assess team development and to seek opportunities for ongoing improvement of plant operation, working conditions and other matters of mutual benefit.

Item 12 - In-Plant Union Office

The Company agrees to provide an in-plant union office with a desk, chairs, locking file cabinet and telephone. All long distance telephone charges will be paid by the Union. Access and use of this office will be limited to the shop chair, chief steward, union job evaluation chair and union joint health and safety chair for joint committee meeting preparation, joint health and safety meeting preparation and job evaluation meeting preparation, as authorized by management. Department issues will continue to be resolved in the operating areas.

Item 13 – Disability Related to Alcohol or Drug Use

A disability related to alcohol or drug use is recognized to be a serious medical and social problem that can affect employees. The Company and the Union have a strong interest in encouraging early treatment and assisting employees toward full rehabilitation.

The Company will continue to provide a comprehensive approach when dealing the employees with such disabilities and their related problems. Company assistance may include referral of employees to appropriate counseling services or treatment and rehabilitation facilities.

The Company will provide all normal group insurance benefits while an employee with a disability related to drug or alcohol use is undergoing a medically prescribed course of treatment. If an institute as selected is not covered under OHIP, the Company will pay the cost of the treatment.

It is recognized that cooperation between the Company and the Union is of benefit to the rehabilitation process and that confidentiality is essential.

Item 14 – Workplace Harassment

The Company and the Union are committed to providing a harassment-free workplace. Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the ground such as: gender, disability, colour, sexual orientation or other prohibited grounds as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Item 15 – Disability Dispute Resolution Process

The Company and the Union wish to see short term disability claims processed in a fair and expedient manner.

A. Notice of Suspension of Short Term Disability Benefits

The Company will provide an employee on short term disability leave with at least two weeks notice of intention to suspend benefits. The notice will state the intended date of suspension, the reason for suspension, and, if appropriate, any actions the employee may take to maintain benefit continuation. The Union Plant Chairperson will receive a copy of the notice. Notice will be written and verbal.

B. Dispute Resolution Process

Where there is a dispute between two physicians on the ability of the employee to return to work, the dispute will be resolved as follows:

- (1) The employee shall continue on disability claim during the period of dispute to a maximum of four (4) weeks.
- (2) The Company will provide the physicians with a description of the employee's job duties and a Job Demands Analysis. The physicians will be asked to discuss the case by phone to see if there is agreement.
- (3) If the physicians still disagree, the Union and the Company shall review the matter and determine the appropriate examiner (i.e. general practitioner, specialist) for a third party independent medical opinion (IMO). The IMO shall be binding.
- (4) The Company will give the employee 48 hours advance written or verbal notice of the scheduled third party examination.
- (5) The examination report will include a statement of "able to return to work", "not able to return to work" or "able to return to work with restrictions". The written notification of results to the employee determined to be "able to return to work" or "able to return to work with restrictions" will include instructions to report to the Health Services Department to inform him of his status.

C. Termination of Short Term Disability Benefits

Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employee is able to return to work with or without restrictions, disability benefits shall terminate as of the date of the examination or, if later, the date that the examination results are made available to the employee.

D. Where the company requires a medical note, including but not limited to a third party IMO, the Company shall cover the cost of the note.

- E. If an employee must travel more than 20 kilometres (one way) for a medical examination required by the Company, the Company shall reimburse the employee at the current rate per kilometre.

Item 16 – Disabled Employees

The Company agrees that the practice of reserving janitorial jobs for disabled employees will continue and will endeavor to maintain the current number of these jobs during the term of this agreement. The Company will not require a Functional Abilities Evaluation (FAE) for employees returning to work after a period of layoff.

Yours truly,

Brian E. Blowes
Manager Administrative Services

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