

SOURCE	Comp		
EFF.	98	93	91
TERM.	801	75	90
No. OF EMPLOYEES	90		
NOMBRE D'EMPLOYÉS	90		

AGREEMENT
between

TEAMSTERS CHEMICAL, ENERGY AND ALLIED
WORKERS UNION
LOCAL 424

and

NORTON ADVANCED CERAMICS OF CANADA INC.
NIAGARA FALLS, ONTARIO PLANT

May 21, 1998

to

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AGREEMENT

between

**TEAMSTERS CHEMICAL, ENERGY AND ALLIED
WORKERS UNION
LOCAL 424**

and

**NORTON ADVANCED CERAMICS OF CANADA INC.
NIAGARA FALLS, ONTARIO PLANT**

May 21, 1998

to

May 20, 2001

THIS AGREEMENT, made this 26th day of October, 1998, to become effective May 21, 1998 by and between the Norton Advanced Ceramics of Canada Inc., Electric Furnace Plant of Niagara Falls, Ontario (hereinafter designated as "the Company") and Teamsters Chemical, Energy and Allied Workers Local 424 (hereinafter designated as "the Union") on behalf of all employees hereinafter defined.
WITNESSETH THAT.

PURPOSE

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees and to provide an amicable and orderly method of settling any differences or grievances which may arise from time to time, and further to promote an understanding of goodwill and confidence in dealing with the problems which are of mutual interest to the Company and its employees.

COVERAGE SECTION I

- 1.01 The Company recognizes the Union as the exclusive Collective Bargaining Agency for all hourly rated employees on the payroll of the Company at Niagara Falls with the exception of:
- a. Foremen and Assistant Foremen
 - b. Salaried and Office Employees

**RECOGNITION
SECTION II**

- 2.01 Every employee who is now a member of the Union in good standing must, as a condition of employment, maintain his membership in good standing according to the Constitution and Bylaws of the Union for the terms of this Agreement.
- 2.02 All new employees, as a condition of employment, will become members of the Union on their hiring date and remain members in good standing for the life of this Agreement.
- 2.03 The Company will, upon receipt of a signed order from employee as indicated in Section I, who are members of the Union, deduct from the wages of such employees:
- a. A uniform initiation fee.
 - b. Uniform union dues on a monthly basis.

Both as prescribed by the constitution and bylaws of Local 424 Teamsters Chemical, Energy and Allied Workers, or its successors

The amounts to be deducted, which may change from time to time will be indicated by an official communication by an appropriate official of the local Union.

**OTHER AGREEMENTS
SECTION III**

- 3.01 Wages, hours of work, and other conditions of employment are considered matters of contract between the Company and the Union

RESPONSIBILITY OF THE COMPANY

SECTION IV

- 4.01 The right to hire and to maintain order and efficiency is the sole responsibility of the Company.

PROMOTION, DISCIPLINE AND DISCHARGE

SECTION V

- 5.01 The right to promote and the right to discipline and discharge for cause are likewise the sole responsibility of the Management, provided that claims of discriminatory promotion and wrongful or unjust discipline or discharge shall be subject to the grievance procedure hereinafter provided.

SENIORITY

SECTION VI

- 6.01 Seniority will be recognized and become effective on the first day of employment. However, new employees are not considered permanent employees until they have completed a probationary period to the satisfaction of the Company as follows:
- 6.02 With respect to all new employees, the probationary period shall be 60 actual days worked by such employees. A new employee will not be allowed to make job applications with the exception of tradesmen training jobs, or be allowed to bump during his probationary period. Such employees will be assigned and reassigned by the Company to job vacancies which are available for assignment under the current

rules. The job the employee holds upon the successful completion of the probationary period will be considered his permanent job.

- 6.03** A probationary employee, as defined in this Agreement, shall have recourse to the grievance procedure except in the case of termination of services. Such probationary employees may be terminated from the Company's service on the sole discretion of the Company. The Union will be notified of such termination of services in writing prior to informing the employee of such action.
- 6.04** Seniority shall be continuous and unbroken by periods of layoff.
- 6.05** New employees hired will have their seniority continuous and unbroken as follows:
- 6.06** Employees with less than five years service and who are absent from the Company's service in excess of two years, shall forfeit all seniority previously established.
- 6.07** Employees who have more than five years service and who are absent from the Company's service in excess of four years, shall forfeit all seniority previously established.
- 6.08** Employees who have ten or more years service and who are absent from the Company's service in excess of five years, shall forfeit all seniority previously established.
- 6.09** When an employee has been removed from the payroll seniority and recall lists for the following reasons:
- (1) Rejected for medical reasons when recalled to work under Section 14 of this Agreement;
 - (2) Released from employment for medical reasons, and subsequently the employee's physical

condition improves to the satisfaction of the Company's physician to the extent that he can return to work, the employee's name will, in accordance with **6.06**, **6.07**, and **6.08** of this Section, be placed on the Seniority List in the same relative position it had prior to its removal from the list and the following rights will be restored.

- 6.10** Seniority, for the purpose of layoff, recall, job application and bumping, as defined in the current Collective Bargaining Agreement.
- 6.11** Service for the purpose of determining the allotment of vacation, as defined in the current Collective Bargaining Agreement.
- 6.12** Service for the purpose of Pensions as defined in the current Retirement Income Program Rules and Regulations.
- 6.13** An employee who returns to work under the conditions of Article **6.09** above of this section shall not accumulate the time absent as service for vacation or pension purpose.
- 6.14** Where the opinions of the employee's doctor and the Company's doctor are in disagreement with respect to the employee's mental and/or physical ability to return to normal employment, the doctors in question shall enter into discussion in an attempt to reconcile their difference of opinion. However, if this is not successful, a third doctor shall be selected by the two doctors in question to adjudicate the matter. After careful scrutiny of all aspects of the case, the third doctor's judgment with respect to the mental and/or physical ability to return to normal employment shall be final and binding. When the time taken by the Company's physician in determining his opinion exceeds three (3) of the employee's benefit days, the Company will pay the employee the difference between his benefits and normal pay for those days, in excess of the three (3) days mentioned above.

- 6.15 It is agreed that when the Company rehires employees who have been previously employed and have not lost their right to recall, such employees will be reinstated in their relative position on the Seniority List which they held when last laid off.

The credited pension service held at the time of the employee's last layoff date will be reinstated.

Employees who were vested at the time of their last layoff and lost their right to recall and were rehired, will have their vested calculation withdrawn and will be reinstated with all rights restored.

EXCEPTIONS
SECTION VII

- 7.01 The only exception to this method of determining seniority shall be leave of absence in writing granted by an official of the Company, or illness attested by a physician's certificate.

LEAVE OF ABSENCE FOR UNION REPRESENTATIVES
SECTION VIII

- 8.01 Leave of absence will be granted to elected representative of the Union when three (3) days notice of such leave of absence is given to the Company in an official notification from the Recording Secretary of the Union.

SENIORITY AND SERVICE LISTS

SECTION IX

- 9.01 A current Seniority List, updated annually, will be published and posted; which will contain the clock number, service and name in order of seniority, of all active employees and all employees on layoff, with recall rights.
- 9.02 In January of each year, a service list will be published which shows the name and accumulated service for vacation, of all employees active at that time.
- 9.03 Both of the above lists will be supplied to the Union Secretary.

LOSS OF SENIORITY

SECTION X

- 10.01 Seniority as defined in Section 6 shall be broken only for the following reasons:
 - 10.02 If the employee quits.
 - 10.03 If the employee is discharged, and the discharge is not reversed through the grievance procedure.
 - 10.04 If the employee is absent five (5) working days without notice it shall be considered he has quit. The Company agrees to notify the Union when an employee is to be considered as having quit, and discuss the matter with the Union before final action is taken.

- 10.05 If the former employee does not maintain his seniority during periods of layoff in accordance with Section 6.
- 10.06 The Company agrees to notify the Union in writing, for all instances outlined in Sections 10.02, 10.03, 10.04, and 10.05.

FILLING VACANCIES AND MAKING PROMOTIONS
SECTION XI

- 11.01 In filling vacancies and in making promotions, the Company will consider the following factors and where b) and c) are relatively equal seniority shall govern:
- a) Seniority
 - b) Ability to perform the work
 - c) Physical fitness
- 11.02 In factor b) above, "Ability to perform the work" shall be understood to mean that the employee being considered shall have previously qualified on the job as recorded on the employee's "job record card" with the exception of the list of jobs agreed upon by the Company and the Union.
- 11.03 "Ability to perform the work" shall also include training acquired through the filling of temporary vacancies, by the foreman's certification that the employee has been trained.
- 11.04 For the purpose of filling vacancies and making promotions for Tradesmen, and such other jobs as may be agreed to from time to time, "ability to perform the work" shall be determined by the application of Articles 11.06 through 11.10 of this section, in the order given.

- 11.05 For the purpose of filling vacancies and making promotions for Plant Samplermen and such other jobs as may be agreed upon from time to time, "ability to perform the work" shall be determined by the application of Articles 11.06 and 11.07 of this section, in the order given.
- 11.06 As recorded on the employee's job record card.
- 11.07 Written examinations for postings when there are no applications previously qualified on the job as recorded on the employee's job record card.
- 11.08 The recall of employees covered by Section XIII of this Agreement.
- 11.09 The hiring of new employees who shall be subject to Article 11.07 above after Article 11.08 above has been complied with.
- 11.10 The Company agrees to permit the Union Committee to inspect at regular meetings of the Union Committee and Company representatives, the examination papers of any employee.
- 11.11 If any employee is disqualified on any particular job, "ability" will not be recognized on the particular job until the employee requalified on the particular job.

POSTING JOB VACANCIES FOR APPLICATIONS
SECTION XII

- 12.01 All job vacancies required through the application of the current Work Rules in effect will be posted. Such jobs will be posted for a period of not less than seventy-six (76) hours. Postings will be posted for a period of not less than one hundred (100) hours, when the period of

the posting is inclusive of a weekend or Statutory Holiday, as listed in Section 27.01. All postings will close not earlier than 11:00 a.m..

- 12.02 An employee may apply for a posted vacancy in writing using the prescribed Job Posting Application Form. Employee Job Posting Applications are to be filed with the Personnel Department within the time limits noted on the Job Posting Notice.

**STAFF REDUCTION
SECTION XIII**

- 13.01 In staff reduction, the principle of seniority will prevail and the employees last on the seniority list shall be laid off first, providing that the employees affected by the staff reduction have the qualifications or the minimum qualifications for training on the job held by men of lesser seniority, according to the above stated principle and subject to the work rules agreed upon between the Company and the Union. Any employee not laid off according to seniority can be employed only so long as he continues on the job which qualified him to be retained on the payroll. If the specific job is terminated or the employee does not wish to continue on it, he will be laid off unless he can claim a job in accordance with Sections VI and XI of this Agreement and such qualifications shall include the inactive seniority roster as well as the active seniority roster. The Union shall receive a copy of such Layoff Notice.
- 13.02 In staff reduction because of a shortage of available work, every employee with one year's continuous service at the time of layoff will be given one week's severance pay. This one week's pay will be the average of the pay for the four weeks immediately preceding the layoff.

NOTIFICATION WHEN REHIRING
SECTION XIV

- 14.01 In rehiring for Production and General Departments, employees shall be recalled in order of seniority as determined by Section VI of this Agreement provided they are physically fit and willing to perform the work required and either have the ability to do the job as defined under Section XI or have the minimum fundamental requirements for training in the vacancy that exists as shown on the list of minimum qualifications as compiled by the Union Committee and the Company. If an employee cannot qualify under the above provisions for an existing vacancy, his name will remain on the inactive seniority roster and he will be recalled in order of seniority when a vacancy occurs for which he can qualify.

Employees who do not meet the physical requirements to perform the work required when recalled, will be employed provided there is a job vacancy he can fill according to his seniority and within his physical and/or mental capabilities as determined by the Company's physician.

- 14.02 In the rehiring of employees in the trade classifications, such men shall be recalled in order of seniority provided they qualify under the provisions of Sections VI and XI of this Agreement and providing that the posting provisions of the Agreement have been complied with. An employee laid off from a trade classification, shall have the right to decline a recall for a job other than a trade classification.

When a man declines a job as outlined above, he shall be subject to recall only in the trade classifications he is qualified for under Section XI of this Agreement.

- 14.03** When re-employment is required, the Company will send notices by Registered Mail to those persons whose names appear on the inactive seniority roster. This notice shall be directed to the last recorded address appearing on the records of the Company. A copy of such notice is to be given to the Union.
- 14.04** Notices to such persons shall not constitute an obligation on the part of the Company to rehire any person who upon medical examination is found unfit.
- 14.05** Persons notified to report for work shall report for duty at the time specified. If a person fails to report for duty as directed, and also fails to notify the Company within five (5) calendar days of such direction of a valid reason for inability to report, he will be dropped from the seniority roster.
- 14.06** A person who notifies the Company within five (5) calendar days of the time he is directed to report for duty, of a valid reason for inability to report for duty as directed, shall not lose his seniority preference in respect to work vacancies subsequently occurring. The Company considers the following as valid reasons: incapacitation, permanent work for another employer when the recall is of a temporary nature, family sickness that precludes the person from working, or any other reason the Company judges to be valid.
- 14.07** Five (5) Calendar days will be allowed for mailing purposes prior to the reporting time, mentioned in **14.05** and **14.06** of this section. The Union will be supplied the names of the persons who have not replied to recalls upon the completion of the times specified in **14.06** and this article **14.07**.
- 14.08** In the event, however, that there may be a shortage of work, the Company, by mutual arrangement with the Union Committee, may

arrange to share the available work among the staff by reducing the number of working hours.

HOURS OF EMPLOYMENT
SECTION XV

- 15.01 The normal hours of employment shall be 42 hours per week, or an average of 42 hours per week based on four (4) successive weeks.

SCHEDULE OF HOURS
SECTION XVI

- 16.01 Schedules of hours of all employees, to accommodate the most efficient operation of all departments or sections of the plant, will be arrived at by mutual agreement between the Company and the Union. Schedules of hours which are presently in use or have been used in the past as outlined in the Memorandum of Agreement with respect to schedule of hours are considered mutually agreed upon. All schedules of hours will have shift starting and finishing times between the hours of 7:00 a.m. and 8:00 a.m., 3:00 p.m. and 4:00 p.m., 7:00 p.m. and 8:00 p.m., and 11:00 p.m. and 12:00 midnight, except where otherwise agreed upon. Schedules are to be designated as:

Production (including Yard); Plant Sampleroom
Plant-wide (all departments); Factory Service

**OVERTIME
SECTION XVII**

- 17.01 It is the sole responsibility of the Company to determine the need for overtime. The allocation of such overtime will be made on the basis of the current procedures agreed upon between the Company and the Union.
- 17.02 Employees who are called upon to work beyond their regularly assigned working hours in any day will be paid time and one-half for overtime. Employees who are transferred from one schedule to another and as a result work a double shift, will be paid overtime notwithstanding the fact that the second shift is the first shift of their new schedule.
- 17.03 It is understood that an employee shall not be paid both daily and weekly overtime for the same hours so worked. The payment of an overtime premium for any hour excludes that hour for overtime payment on any other basis so that there will be no duplication of overtime payment.
- 17.04 Employees who work on their regularly scheduled days off shall receive time and one-half for such work performed.

**OVERTIME MEAL ALLOWANCE
SECTION XVIII**

- 18.01 Overtime meal allowances will be paid in accordance with a separate Memorandum of Agreement, which in part states that a \$1.50 meal allowance will be included in the employee's pay cheque, plus 45 minutes at time and one-half will be paid after the first two hours worked overtime after his normal quitting time and for each four hours overtime thereafter.

OVERTIME PAID IN FULL
SECTION XIX

- 19.01 All overtime shall be paid for in full and employees covered by this Agreement shall not be compelled to take off time accumulated in overtime.
- 19.02 When employees work overtime and the selection of such employees has not been in compliance with the proper overtime rule, the following will apply:
- 19.03 The Company will apply the proper rule in the correct manner.
- 19.04 The employee selected according to 19.03 above, will be paid time and one-half for the same number of hours of the employee's next regularly scheduled shift worked at the same rate the original overtime job was paid including overtime meal allowance, if any.

RATES OF PAY
SECTION XX

- 20.01 An employee required to perform the duties of a higher rated position shall be paid the higher rate for the time so occupied.

MINIMUM HIRING RATE
SECTION XXI

21.01 The minimum hiring rate for hourly rated employees:

Effective May 21, 1998 shall be \$16.57 per hour.
Effective May 21, 1999 shall be \$16.92 per hour.
Effective May 21, 2000 shall be \$17.28 per hour.

Appendix "A" of this Agreement lists the job titles and rates of pay in existence at the date of the signing of this Agreement. It is agreed that additions to or deletions from this list may be made during the life of this Agreement by mutual agreement between the Company and the Union.

INCREASED RATES
SECTION XXII

22.01 The Company agrees to increase all hourly rates as follows:

May 21, 1998 by twenty-five (25) cents per hour
May 21, 1999 by thirty-five (35) cents per hour
May 21, 2000 by thirty-six (36) cents per hour

**PREMIUM PAY
SECTION XXIII**

- 23.01 Shift work performed upon the afternoon shift between the hours of 3:00 p.m. and 11:00 p.m., will be paid for at 35 cents per hour above the employee's regular rate for each hour worked. For shift work performed upon the night shift, between the hours of 11:00 p.m. and 7:00 a.m., the Company will pay 35 cents per hour for each hour worked. Shift workers who work continuously on an afternoon shift or night shift (locked shift) will receive an additional premium of 5 cents for each hour worked. Employees who work a two or three shift schedule will be paid 35 cents per hour on a continuous basis.
- 23.02 Sunday Premium \$1.50 per hour,
- 23.03 It is understood and agreed that premium pay shall not exceed the amounts stipulated in the above Sections 23.01 and 23.02 for any hour worked.

**REPORTING ALLOWANCE AND UNIT OF TIME
SECTION XXIV**

- 24.01 Employees required to report at a regular starting time and place for their day's work, when conditions prevent work being performed, are to be allowed a minimum of four (4) hours pay.
- 24.02 It is agreed that all hours worked shall be calculated to the nearest one-tenth (.10) of an hour.

GROUP INSURANCE PLANS
SECTION XXV

25.01 The Group Insurance Plans insofar as they affect active employees will continue for the duration of this Agreement, without cost to the employee. These group insurance plans will not duplicate any benefit covered by any applicable Federal or Provincial legislation. The Group Insurance Plans are briefly as follows:

25.02 **Life Insurance** - \$23,000 effective November 1, 1998
- \$25,000 effective May 21, 1999

25.03 **Accidental Death and Dismemberment** - \$10,000

25.04 **Sickness and Accident Weekly Benefits:**

a) Based on the benefit payable from the first day of accident or hospitalization, or from the completion of the waiting period for disability (non-work related);

i) Shift Schedules 8 or 8.4 hours = three (3) waiting days

ii) Shift Schedule 12 hours = two (2) waiting days

Weeks 1-26 - The benefit shall be an amount equal to 66-2/3% of the employee's basic weekly earnings (based on a 42 hour week) or the UIC maximum, whichever is greater.

It is understood and agreed that overtime earnings and any premiums are not included in the calculations of basic earnings.

b) It is understood and agreed that any and all U.I.C. premium reductions will be retained by the Company and shall be applied by the Company to provide the S & A benefit.

c) **Long Term Disability**

The benefit payable under this plan shall be fifty percent (50%) of the base weekly earnings (based on a 42 hour week) and payment of benefit will commence following expiration of the weekly Sickness and Accident Indemnity Period as stipulated above.

Payment of this benefit will be made on a monthly basis and will continue for duration of the disability as governed by the Plan to age 65.

Initial benefits under this plan will be reduced by the amount of any disability benefit received from the Canada Pension plan. Subsequent increases on the benefit received from the Canada Pension Plan will not reduce the initial benefit of the Long Term Disability Plan.

- 25.05 **Hospitalization** - Basic Hospitalization under the Ontario Health Insurance Plan with Mutual Life supplementary semi-private coverage or equivalent.
- 25.06 **Surgical, Medical, etc.** - Ontario Health Insurance Plan (OHIP).
- 25.07 **Extended Health Care** - Mutual Life Extended Health Care Plan, non deductible, or equivalent.
- 25.08 **Dental Plan** - Mutual Life or equivalent,

The Company will pay the full cost of the Dental Plan based on the 1998 ODA Schedule of Fees.

Effective January 1, 1999 - 1999 ODA Schedule of Fees.

Effective January 1, 2000 - 2000 ODA Schedule of Fees.

Effective January 1, 2001 - 2001 ODA Schedule of Fees.

25.09 Retirees Group Insurance Plan

The Company agrees to absorb the full cost of the Ontario Health Insurance Plan (OHIP) provided such cost is not paid from any other source, and Extended Health Care or the equivalent as follows:

It is understood and agreed that the Retiree Group Insurance Drug Plan for Retirees 65 years of age and over as referred to in Section 25.07 is deemed to be the "Secondary Insurance Plan" and that any government or other plan shall be deemed to be the retirees' "Primary Insurance Plan".

- a) All retirees
- b) All retirees' widows providing the employee was married to such widow prior to his retirement date.
- c) Employees' widows and such dependents which are recognized by the Insurance Contracts involved, providing the employee had attained ten (10) years service with the Company prior to his death.
- d) The coverage mentioned in b) and c) above, ceases to be paid for by the Company if and when the widow remarries.

25.10 The Company agrees to absorb the full cost of \$7,000 Life Insurance and \$5,000 Accidental Death and Dismemberment for all employees retiring after June 1, 1990.

PENSION

26.01 It is agreed that the Pension Plan recently negotiated and agreed upon is considered part of this Agreement.

- 26.02 The Company and the Union agree to a Joint Pension Administration Committees outlined in the 1993 Wyatt Company correspondence.

**HOLIDAYS
SECTION XXVII**

- 27.01 When work is performed on the following twelve (12) holidays, double time and one half shall be paid, provided that the employee works the regular working day before and the regular working day after the holiday. One hour grace shall be allowed on each qualifying day. These holidays are:

NEW YEAR'S DAY	LABOUR DAY
GOOD FRIDAY	THANKSGIVING
VICTORIA DAY	REMEMBRANCE DAY
CANADA DAY	CHRISTMAS DAY
CIVIC HOLIDAY	BOXING DAY
EMPLOYEES BIRTHDAY	FLOATING HOLIDAY

- 27.02 A regular employee will be paid for all the twelve (12) holidays listed in 27.01 above without having to render service providing the employee works the regular working day before and the regular working day after the holiday. One hour grace shall be allowed on each qualifying day. Notwithstanding the above, any employee who has worked any time during the calendar year will be paid for any holiday which falls within a period in which he is absent from work due to sickness or injury or if he is absent either or both of the qualifying days for the same reasons. Such absence must be attested to by a qualified physician.
- 27.03 No payment will be made for holidays during a period when an employee is on a leave of absence.

- 27.04 In the event that the employee's birthday falls on one of the remaining eleven holidays listed above, his first working day following such a holiday will be considered his birthday for the purpose of this rule.
- 27.05 In no event will more than double time and one-half be paid to any employee.

VACATIONS
SECTION XXVIII

28.01 The Company will attempt to schedule vacations at the times requested by the employees, with due regard to work requirements. Preferences shall be given to applications for the allotment of vacation time, by department or section in accordance with the plant-wide seniority of the applicant. The ultimate determination of vacation time, however, will be vested by the Company to ensure the efficient operation of the Plant. Employees will be entitled to vacations as follows:

1 year of service and over, but must include one year continuous service to December 31st 2 weeks

5 years of service and over, but must include one year of continuous service to December 31st 3 weeks

11 years of service and over, but must include one year of continuous service to December 31st 4 weeks

20 years of service and over, but must include one year of continuous service to December 31st 5 weeks

- 28.02 Vacation pay will be an amount equal to the average weekly earnings of the employee for the four full weeks prior to his vacation' or 2% of his previous year's total earnings (including Sickness and Accident Pay), whichever is the greater.
- 28.03 Should any of the twelve (12) holidays as listed in Section XXVII fall within the employee's regular vacation period, he will be given an extra day's vacation with pay or an extra day of vacation pay.
- 28.04 a) The "prime period" for vacation scheduling shall be the end of the second (2nd) full week of June through the Saturday following Labour Day in September, each year.
- b) The Company will permit a maximum of two (2) weeks vacation during the "prime period", provided that:
- c) Employees will have submitted their vacation requests for vacation before March 1st of the current year. Final approval of vacation requests will be made and the vacation schedule will be posted by April 1st.
- d) Requests for vacation submitted after March 1st, will not be guaranteed i) seniority preference as to scheduling, or ii) minimum of two (2) weeks during the "prime period".
- e) Extra days due to Holidays during the "prime period vacation will be permitted to be taken during the "prime period as per c) and d) above.
- f) If an employee's vacation request is denied, the employee will have the right to request vacation, for another period.

• As indicated in a separate Memorandum of Agreement.

SERVICE
SECTION XXIX

29.01 Service will be recognized and will be based on the total time employed by the Company as determined by the Company records.

After May 21, 1998, it is mutually agreed that if the Company rehires employees who have been previously employed, who have:

- a) Lost their right to recall,
or have
- b) Quit,
or have
- c) Been discharged and not reinstated via the grievance procedure,

such employees will not be credited with previous service.

DISABILITY DUE TO ACCIDENT
SECTION XXX

30.01 If the Medical Department decides that an injury sustained on the job is serious enough to prevent the employee from working, the Personnel Department shall authorize the payment for **lost time** for the remainder of the shift on which the injury occurs, or the remainder of the subsequent shift should the injury become aggravated or not be evident when it occurred. However, there shall be no payment made by the Company for any lost time paid for by the Workplace Safety & Insurance Board.

JURY DUTY
SECTION XXXI

- 31.01 It is agreed the Company shall pay the difference between the fees received for jury duty or subpoenaed witness and the employee's normal earnings for those days he is scheduled to work but instead is called for jury duty or subpoenaed witness.

COMPASSIONATE LEAVE
SECTION XXXII

- 32.01 Five (5) days compassionate leave with the normal day's pay for those days (to a maximum of 42 hrs. pay) will be granted to an employee to attend the funeral of an immediate relative, provided the employee actually attends the funeral, and if requested by the Company, furnishes proof of death. The five (5) days may be combined in any sequence with the employee's normal days off. However, one of the days in the sequence must be the day of the funeral. An immediate relative as defined in this section will include only the employee's father, step-father, mother, step-mother, spouse, son, step-son, daughter and step-daughter. Compassionate leave of three (3) days with normal day's pay (to a maximum of 24 hrs. pay) will be provided as per the above for the death of the employee's brother, sister, father-in-law, mother-in-law, grandfather, grandmother, son-in-law, daughter-in-law, and grandchildren.
- 32.02 Three days compassionate leave with a normal day's pay (to a maximum of 24 hrs. pay) will be granted when because of distance, the funeral cannot be attended in case of the death of the employee's mother, father, brother, sister, son, daughter, and grandchildren. Proof of death must be furnished to qualify for such payment.

- 32.03 Compassionate leave during an employee's vacation or approved leave of absence will result in payment of the five (5) or three (3) days applicable, plus a corresponding extension of the vacation or leave. Compassionate leave occurring while an employee is absent and in receipt of S & A or WSIB benefits, will result in the Company topping up, or paying the difference between the employee's S&A or WSIB benefit and the employee's normal pay for the days provided under this section.

**GRIEVANCE PROCEDURE
SECTION XXXIII**

- 33.01 Any grievance brought to the attention of the Company by the Union or an individual employee will not be considered by the Company if more than thirty (30) calendar days have elapsed since the occurrence of the cause of such grievance.

33.02 Step 1

Should an employee have a complaint concerning the application, interpretation, administration, to an alleged violation of any provision of this agreement, he shall take the matter up orally with his Supervisor or a designated management representative.

His Supervisor or Management Representative shall, when requested by the employee, arrange for the participation of the Plant Chairman of the Union, or in his absence, a Union Committee Member or Union Steward who may be available at the time.

The Supervisor or Management Representative shall render a decision within seven (7) calendar days.

Step II

If a resolution of the complaint has not been reached at Step I: the employee/or Union Representative shall submit a grievance in writing, in duplicate, to the Manager of Human Resources (within fourteen (14) calendar days). The grievance shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and the redress sought.

The Manager of Human Resources shall give his reply in writing within fourteen (14) calendar days.

Step III

If a settlement has not been reached an appeal may be made by the Union Committee in writing to the Manager of Human Resources and the matter will be placed on the agenda for discussion at the next scheduled Union Management Meeting or within forty (40) calendar days, whichever is sooner.

Written reply to this grievance shall be given to the Union within fourteen (14) calendar days.

- 33.03 Any of the time allowances provided in this Article may be extended by mutual agreement, in writing between the Union and the Company.
- 33.04 Any grievance not initiated or appealed at any stage of the grievance procedure including reference to arbitration within the time limits stipulated, shall be considered on the basis of the last decision and not subject to further appeal.
- 33.05 Both parties to this Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of the Agreement which concerns all or a group of employees. Such grievance shall

be presented in writing to the party, as per Section 33.02 and shall be entered in at Step III, of the grievance procedure.

33.06 Step IV

If a settlement has not been reached at Step III, the grievance may be referred to Arbitration within thirty-five (35) calendar days of the receipt of the Step III reply.

- a) The Company and the Union agree to the use of a single Arbitration to settle Step IV grievances and agree that the Arbitrator will not be authorized to alter, modify, amend, or enlarge on any part of this Agreement or Work Rules, that may be involved in the arbitration case.
- b) The selection of the single Arbitrator indicated in a) will be selected in the following manner:
 - i) The party who is requesting the Arbitrator will submit three (3) names to the other party for selection.
 - ii) If the parties cannot agree upon one of the three names submitted, the Ontario Ministry of Labour will be requested to appoint an arbitrator to adjudicate the case.
 - iii) Each of the parties to this Agreement will bear equally the expenses of the arbitrator.

**DISCIPLINARY PROCEDURES
SECTION XXXIV**

34.01 The Foreman and/or Company representative will, when requested by the employee, arrange for the participation of a Union Representative who may be available at the time for disciplinary actions, exclusive of verbal and verbal written warnings.

UNION COMMITTEE
SECTION XXXV

- 35.01 The actual number of members of the Union Committee shall be mutually agreed upon between the Chippawa Plant Manager and the Union and in no case shall this number exceed three.
- 35.02 Any member of the Union Committee shall have the right to visit departments other than his own at all reasonable times for the **purpose** of transacting the legitimate business of the Union Committee, after notice to, and permission from his department foreman or his designated representative.

UNION STEWARDS
SECTION XXXVI

- 36.01 The Union may have one Union appointed Steward on each shift for each department in operation when the total hourly employment is 200 or less. When the total hourly paid employment exceeds 200, two Stewards per department may be appointed as indicated above.

UNION MANAGEMENT MEETINGS
SECTION XXXVII

- 37.01 Representatives of the Company and the Union committee shall meet monthly to consider any matters of mutual interest such as grievances or contemplated changes in departments or schedules. The Company and Union agree to establish a schedule for Union Management Meetings on a monthly basis. The date and time of the scheduled meeting may be changed by mutual agreement.

UNION MANAGEMENT COOPERATION
SECTION XXXVIII

- 38.01 The Union Committee representing the Union agrees to cooperate with the Company and will support the enforcement of Company rules and regulations on the part of employees covered by this Agreement.
- 38.02 Both parties will attempt to settle grievances according to the Grievance Procedure herein contained, and during the term of this Agreement, the Company agrees that there shall be no lockout and the Union Committee for the Union agrees that there shall be no slowdown strike, or other stoppage or interference with work.

UNION OFFICE
SECTION XXXIX

- 39.01 The Company agrees to furnish office space in the Entrance Building for legitimate business of the Union.
- 39.02 The Union agrees that such office will not be used by employees during their regular working hours.

DISMISSAL
SECTION XL

- 40.01 The Company will notify the Union of its intention and reason for discharge of employees in writing prior to informing the employee of such action.

PROTECTION UNDER FEDERAL AND PROVINCIAL LAW
SECTION XL I

- 41.01 Nothing in this Agreement shall be construed as waiving any rights or protection under any applicable FEDERAL OR PROVINCIAL Law.

UNINTERRUPTED PRODUCTION
SECTION XL II

- 42.01 There shall be no strike, slowdown, or stoppage of work on the part of the Union or any of its members, or lock-out on the part of the Company during the life of this Agreement.

PLANT RELOCATION
SECTION XL III

- 43.01 Should the Company decide to discontinue part or all of its operations at the Niagara location and move such discontinued operations to another location, the Company will offer the available jobs in the new location to the employees in the department or departments that are discontinued on the basis of qualifications and seniority, and meet the legal requirements of the new location without any undue restrictions on the Company. It is also understood that the manufacture of new products are not considered part of this agreement.
- 43.02 In the case of a permanent shutdown or movement of the entire plant to another location outside the City of Niagara Falls, Ontario, the Company will provide a severance pay of a week's pay for each year of service with the Company to those employees who do not relocate to the new location.



SAFETY COMMITTEE
SECTION XLIV

- 44.01 The Company will continue to endeavor to improve working conditions in the plant having regard to the health and safety of the employees. Consistent with the above, the Company agrees to recognize a Safety Committee comprised of an even number of members appointed by the Company and an even number of members appointed by the Union. The Committee will function as indicated, under a separate Memorandum of Agreement.

SAFETY SHOES
SECTION XLV

- 45.01 As a condition of employment, all employees must wear safety shoes of a standard established by the Company. Therefore, the Company will pay a safety shoe allowance in the amount indicated in the Memorandum of Agreement covering such allowance.

DURATION OF AGREEMENT
SECTION XLVI

- 46.01 ~~This Agreement shall become effective as of the 21st day of May, 1998 and shall remain effective until the 20th day of May, 2001, and hereafter shall be automatically renewed from year to year, unless in any year at least sixty days before the termination day either party shall furnish the other with notice of termination of or proposed revision of, or addition to, any provision hereof.~~
- 46.02 In such event, negotiations on any such proposal, revision or addition to, shall take place between the parties within thirty days of such

notice. All provisions not so terminated or proposed to be revised or added to, to continue in force and effect.

- 46.03 In witness whereof the Company and the Union have caused these presents to be executed by their duly authorized representatives on the 23rd day of March, 1999.

MEMORANDUMS OF AGREEMENT

SECTION VI **SENIORITY**

- 1.0 It is agreed that when the Company rehires employees who have been previously employed and have not lost their right to recall, such employees will be reinstated in their relative position on the Seniority List which they held when last laid off.

The credited pension service held at the time of the employee's last layoff date will be reinstated.

Employees who were vested at the time of their last layoff and lost their right to recall and were rehired, will have their vested calculation withdrawn and will be reinstated with all rights restored.

SECTION X **LOSS OF SENIORITY**

- 10.01 Seniority as defined in Section 6 shall be broken only for the following reasons:

- 10.02 If the employee quits.
- 10.03 If the employee is discharged, and the discharge is not reversed through the grievance procedure.
- 10.04 If the employee is absent five [5] working days without notice it shall be considered he has quit. The Company agrees to notify the Union when an employee is to be considered as having quit, and discuss the matter with the Union before final action is taken.
- 10.05 If the former employee does not maintain his seniority during periods of layoff in accordance with Section 6.
- 10.06 The Company agrees to notify the Union in writing, for all instances outlined in Sections 10.02, 10.03, 10.04, and 10.05.

SECTION XI
UNION OFFICIALS HEADING SENIORITY LIST

10.1 DELETE.

Agreed to on May 27th, 1998.

SECTION XIII
POSTING JOB VACANCIES FOR APPLICATIONS

- 13.01 All job vacancies required through the application of the current Work Rules in effect will be posted. Such jobs will be posted for a period of not less than seventy-six (76) hours. Postings will be posted for a period of not less than one hundred (100) hours, when the period of the posting is inclusive of a weekend or Statutory Holiday, as listed in Section 28.01. All postings will close not earlier than 11:00 a.m.
- 13.02 An employee may apply for a posted vacancy in writing using the prescribed Job Posting Application Form. Employee Job Posting Applications are to be filed with the Personnel Department within the time limits noted on the job posting notice.

SECTION XIV
NOTIFICATION WHEN REHIRING

In staff reduction, the principle of seniority will prevail and the employees last on the seniority list shall be laid off first, providing that the employees affected by the staff reduction have the qualifications or the minimum qualifications for training on the job held by men of lesser seniority, according to the above stated principle and subject to the work rules agreed upon between the Company and the Union. Any employee not laid off according to seniority can be employed only so long as he continues on the job which qualified him to be retained on the payroll. If the specific job is terminated or the employee does not wish to continue on it, he will be laid off unless he can claim a job in accordance with Sections VI and XII of this agreement and such qualifications shall include the inactive seniority roster as well as the active seniority roster.

The Union shall receive a copy of such layoff notice.

SECTION XV
NOTIFICATION WHEN REHIRING

1. When re-employment is required, the Company will send notices by registered mail to those persons whose names appear on the inactive seniority roster. This notice shall be directed to the last recorded address appearing on the records of the Company. A copy of such notice is to be given to the Union.

SECTION XXX
SERVICE

1. Service will be recognized and will be based on the total time employed by the Company as determined by the Company records.
After May 21, 1998, it is mutually agreed that if the Company rehires employees who have been previously employed, who have:
 - a) Lost their right to recall,
or have
 - b) quit,
or have
 - c) been discharged and not reinstated via the grievance procedure,
such employees will not be credited with previous service.

WORK RULES
SECTION 2

1.B The Union shall receive a copy of the employee qualification(s), including the qualifying date.

The Union shall also receive a current qualification list by January 31 of each calendar year.

WORK RULES - SECTION 2
TRAINING RULES
RECOGNITION OF PREVIOUS TRAINING

Training and experience will be recognized as qualifying a man for any particular job even though the training and experience was acquired by temporary placement on a job. Such placement must have been made according to the rules in effect at the time. An employee must be certified by his foreman as having been trained and qualified for the job and have the qualification so recorded on his "job record card". A copy of the qualification will be given to the employee and to the Union.

WORK RULES
SECTION 5
PLANT-WIDE STANDBY GROUP

DEFINITION

- a) The Plant-Wide Standby Group is comprised of employees whose function is to provide adequate coverage for absent employees, temporary vacancies, or temporary increases in work on all jobs, with the exception of the Factory Service Department.
- b) To train other employees when required by the Foreman.

POSTING AND QUALIFICATIONS

The Plant-Wide Standby Group Jobs will be posted. Successful applicants will be selected on the basis of seniority from the applicants who possess qualifications on three production jobs paid at Labour Grade 7 or higher plus two Section Leader's qualifications.

- a) If sufficient qualified employees are not obtained through the posting, the Company will then train the Senior Applicant(s) who have one Section Leader and three Labour Grade 7 qualification or higher.

If no applicants have the qualifications in a) above, then the applicants will be selected on the following basis.

- b) Those applicants who possess the most qualifications required by the posting, however, must include a Section Leader's qualification.

- c) If no applicants possess a Section Leader's qualification, the Company will train the applicant with three Labour Grade 7 qualifications or higher.

The Plant-Wide Standby Group employees may be trained on jobs as needed to fill vacancies which may arise.

RATES OF PAY

Employees holding this job will be paid the rate of the highest paying job for which they are qualified while that particular job is actually being filled and in use at the time. Standby rate of pay will be paid at all times while the employee holds a Plant-Wide Standby Group job classification on a full time basis.

It is agreed that temporary Plant-Wide Standby Group employees will be paid the Plant-Wide Standby Group rate of pay at all times while holding such job. When temporary Plant-Wide Standby Group employees hold a Section Leader's qualification, they will be paid no **less** than two labour grades above the job used for minimum qualifications for the Section Leader's job. When temporary Plant-Wide Standby Group employees are occupied as Section Leaders, the full rate of pay for Section Leaders will apply.

ASSIGNMENTS

Plant-Wide Standby Group employees are subject to assignment and re-assignment at any time for the reasons indicated in this rule.

**BASIS OF PAYMENT WHEN CHANGING FROM ONE LINE AND/OR
SCHEDULE OF HOURS TO ANOTHER**

Where Plant-Wide Standby Group employees are assigned from one line and/or Schedule of Hours to another, they will be paid on the following basis [same as General Labour Pool]:

- a) When an employee's scheduled hours in the four week cycle exceed 168, such excess hours will be paid on an overtime basis.
- b) When an employee's scheduled hours in the four week cycle are less than 168, such shortage will be paid on a make-up basis to 168 hours.
- c) Such make-up and the half time for overtime payment will be paid in the pay period following completion of each four week cycle.
- d) Employees who are in the Plant-Wide Standby Group for less than the four week cycle will have their scheduled hours calculated on the four week cycle including their scheduled hours outside the Plant-Wide Standby Group.
- e) Absenteeism for any reason and regular overtime hours will be disregarded for the purpose of calculating the four week cycle mentioned in (a) and (b) above. Regular overtime will be paid in the pay period for the week in which it occurs.
- f) The cycle for the purpose of this rule shall begin January 18, 1998 and shall be calculated at four week intervals thereafter.

OTHER ASSIGNMENTS

Plant-Wide Standby Group employees when not filling temporary vacancies shall be employed as General Labourers. However, the Plant-Wide Standby rate of pay will be maintained.

TEMPORARY VACANCIES IN PLANT-WIDE STANDBY GROUP

When the Plant-Wide Standby Group is depleted because of assignments or there is no one in the Plant-Wide Standby Group who has the qualifications for a particular vacancy, the vacancy will be filled in the following order:

1. The lowest seniority qualified employee from the General Labour Pool will be assigned to the job.

When a qualified Plant-Wide Standby Group employee becomes available, the assigned employee will be re-assigned to the General Labour Pool.

OVERTIME

Plant-Wide Standby Group employees are eligible for overtime polls according to the Production and Allied Departments' Overtime Rule.

DECREASING AND ELIMINATION OF PLANT-WIDE STANDBY GROUPS

- a) The reduction and elimination of Plant-Wide Standby Groups shall be accomplished on a seniority basis disregarding qualifications.
- b) When Plant-Wide Standby Group employees' job(s) are affected, they will be issued a bump slip as per Section Seven (7) (Bumping) of the Work Rules.

NOTE: This Memorandum of Agreement replaces Section 5 in its entirety, in the existing Work Rules, as at the signing date of this Agreement.

WORK RULES - SECTION 6
PART B
RULES GOVERNING OVERTIME WORK

USE OF OUTSIDE CONTRACTORS

It is the intent of the Company to use Norton employees wherever and whenever possible. Priority will be given to Norton Factory Service employees to perform normal maintenance work, on their off-shift, if the required skills and necessary equipment are available.

CALL-INS FOR FACTORY SERVICE DEPARTMENT

Call-Ins for Factory Service Department will be conducted as follows:

- a) According to seniority in the classification indicated by the Foreman from the group of employees who are currently assigned to perform maintenance work in the department or departments concerned.
- b) If employees are not available under (a) above, employees in the classification required shall be called in according to seniority from the Factory Service as a whole.
- c) If the classification indicated is not available from the Factory Service Department as a whole, it then shall be offered in a higher or lower classification at the discretion of the Foreman first in the original group and if not available, then from the Factory Service as a whole.

- d) For the purpose of this rule "currently assigned shall be for a three month duration beginning April 1st. Employees appearing on the Call-In List will be called in to their assigned department or departments for that period regardless of re-assignments that may occur during that period.

The Company and the Union agree that the Unit M#4 Furnace Assistant Operator and the Unit M #3 Furnace Assistant Operator jobs be classified separately.

MEMORANDUM OF AGREEMENT

This agreement will be effective upon ratification of the **1998** Contract Proposal. The Company and the Union agree to the following:

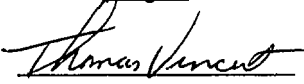
- (1) All Memorandums of Agreements and Letters of Understanding which the parties agree to will be binding and included in this Collective Agreement.
- (2) The parties will modify any existing or add memos upon mutual agreement.
- (3) All memorandums not identified and/or agreed to will be considered null and void as of November **30, 1998**. There may be an extension of this date by mutual agreement.
- (4) Both parties agree to work together and share any and all documents during this time period.
- (5) Mislocated documents found after November **30, 1998** will only be included in the Collective Agreement upon mutual agreement.
- (6) The parties will develop a library for these Memoradums with an Index endorsed by both parties whenever there are changes to the Memorandums or deletions and additions.

The Company and the Union agree that within thirty (**30**) days of the ratification of the Contract, a Committee comprised of the Union Negotiating Committee and Company Representatives will be established to discuss the Work Rules as they relate to the distribution of overtime.

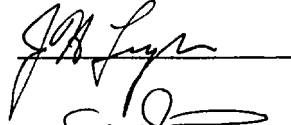
In the event that the parties reach unilateral agreement, such agreement will be subject to a secret ballot made by the membership prior to being adapted.

NORTON ADVANCED CERAMICS OF CANADA INC.
(Niagara Falls Plant)

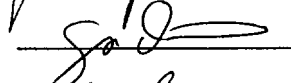
T. Vincent



J.H. Leighton



G.F. Dean

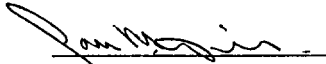


L. Grossi



TEAMSTERS CHEMICAL ENERGY AND ALLIED WORKERS.
LOCAL 424

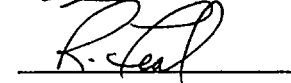
J. Hill



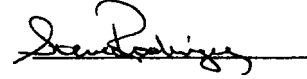
A. Scordino



R. Teal



S. Rodriguez



APPENDIX A

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
UNIT C					
C-102-7	Production Operator	17.27	17.52	17.87	18.23
C-103-7	Product Man	17.27	17.52	17.87	18.23
C-104-6	Material Transterman	17.08	17.33	17.68	18.04
C-105-4	Binman	16.70	16.95	17.30	17.66
UNIT L					
S-69-7	Casting Furnace Operator	17.27	17.52	17.87	18.23
L-32-7	Production Operator (Unit L)	17.27	17.52	17.87	18.23
L-34-7	Product Breaker (Unit L)	17.27	17.52	17.87	18.23
L-35-6	Material Transferman	17.08	17.33	17.68	18.04
UNIT K					
K-1-7	Operator	17.27	17.52	17.87	18.23
K-2-6	Assistant Operator	17.08	17.33	17.68	18.04
K-3-6	Helper	17.08	17.33	17.68	18.04
K-103-7	Production Operator			17.87	18.23
UNIT M					
M-1-9	Operator (2 Furnaces)	17.65	17.90	18.25	18.61
M-1-7	Operator (Single Furnace)	17.27	17.52	17.87	18.23
M-2-6	Assistant Operator				
	- #3 Furnace	17.08	17.33	17.68	18.04
M-2-6	Assistant Operator				
	- #4 Furnace	17.08	17.33	17.68	18.04

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
M-3-4	Helper	16.70	16.95	17.30	17.66
M-6-6	Materials Handling Operator	17.08	17.33	17.68	18.04
M-7-7	Briquetting Plant Operator	17.27	17.52	17.87	18.23
M-8-9	Grain Processing Plant Operator	17.65	17.90	18.25	18.61
M-9-7	Ass Operator - Grain Proc. Plant	17.27	17.52	17.87	18.23
M-10-6	Material Handling Operator - Briq. Plt.	17.08	17.33	17.68	18.04

AZ Grain Plant

M-13-8	Packager	17.46	17.71	18.06	18.42
M-14-9	Shipper	17.65	17.90	18.25	18.61
M-11-10	Sizing Operator	17.84	18.09	18.44	18.80

UNIT R

R-14-4	Helper	16.70	16.95	17.30	17.66
R-15-7	Operator	17.27	17.52	17.87	18.23
R-16-8	Processor	17.46	17.71	18.06	18.42

UNIT S

S-1-7	Operator	17.27	17.52	17.87	18.23
S-3-4	Helper	16.70	16.95	17.30	17.66

32 PROCESSING PLANT

S-6-8	Operator32PP	17.46	17.71	18.06	18.42
S-7-5	Operator's Helper32PP	16.89	17.14	17.49	17.85

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
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MISCELLANEOUS

S-64-5	Utility Man	16.89	17.14	17.49	17.85
S-71-4	Industrial Vehicle Operator 'C'	16.70	16.95	17.30	17.66
S-81-2	General Pool Labour & Dept. Labour	16.32	16.57	16.92	17.28
S-83-7	Plant Masonry Maintenance Man	17.27	17.52	17.87	18.23
S-84-4	Plant Masonry Maintenance Helper	16.70	16.95	17.30	17.66

YARD AND MATERIALS MOVEMENT DEPARTMENT

Y-1-2	General Pool & Dept. Labour	16.32	16.57	16.92	17.28
Y-3-4	Industrial Vehicle Operator 'C'	16.70	16.95	17.30	17.66
Y-4-6	Industrial Vehicle Operator 'A'	17.08	17.33	17.68	18.04
Y-5-2	Janitor	16.32	16.57	16.92	17.28
Y-6-6	Yard Service Operator	17.08	17.33	17.68	18.04

GENERAL DEPARTMENT

G-3-2	Janitor (Entrance Building)	16.32	16.57	16.92	17.28
G-4-2	Watchman	16.32	16.57	16.92	17.28

PLANT SAMPLE ROOM

P-1-6	Plant Sampleman	17.08	17.33	17.68	18.04
P-1-3	Plant Sampleman's Trainee	16.51	16.76	17.11	17.47

FACTORY SERVICE DEPARTMENT

F-1-8	Blacksmith - Step 5	17.60	17.85	18.20	18.56
F-2-6	Blacksmith - Step 4	17.18	17.43	17.78	18.14

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
F-3-4	Blacksmith - Step 3	16.76	17.01	17.36	17.72
F-4-2	Blacksmith - Step 2	16.34	16.59	16.94	17.30
F-100-2	Blacksmith - Step 1	16.34	16.59	16.94	17.30
F-6-8	Carpenter - Step 5	17.60	17.85	18.20	18.56
F-7-6	Carpenter - Step 4	17.18	17.43	17.78	18.14
F-8-4	Carpenter - Step 3	16.76	17.01	17.36	17.72
F-9-2	Carpenter - Step 2	16.34	16.59	16.94	17.30
F-101-2	Carpenter - Step 1	16.34	16.59	16.94	17.30
F-10-12	Electrician - Step 5	18.44	18.69	19.04	19.40
F-11-8	Electrician - Step 4	17.60	17.85	18.20	18.56
F-12-5	Electrician - Step 3	16.97	17.22	17.57	17.93
F-13-2	Electrician - Step 2	16.34	16.59	16.94	17.30
F-102-2	Electrician - Step 1	16.34	16.59	16.94	17.30
F-15-17	Instrumentation Technician	19.59	19.84	20.19	20.55
F-20-10	Machinist - Step 5	18.02	18.27	18.62	18.98
F-21-7	Machinist - Step 4	17.39	17.64	17.99	18.35
F-22-4	Machinist - Step 3	16.76	17.01	17.36	17.72
F-23-2	Machinist - Step 2	16.34	16.59	16.94	17.30
F-103-2	Machinist - Step 1	16.34	16.59	16.94	17.30
F-24-12	Maintenance Machinist	18.44	18.69	19.04	19.40
F-26-10	Maintenance Mechanic - Step 5	18.02	18.27	18.62	18.98
F-27-7	Maintenance Mechanic - Step 4	17.39	17.64	17.99	18.35
F-28-4	Maintenance Mechanic - Step 3	16.76	17.01	17.36	17.72
F-29-2	Maintenance Mechanic - Step 2	16.34	16.59	16.94	17.30
F-104-2	Maintenance Mechanic - Step 1	16.34	16.59	16.94	17.30

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
F-38-10	Plumbing Maintenance Man - Step 5	18.02	18.27	18.62	18.98
F-39-7	Plumbing Maintenance Man - Step 4	17.39	17.64	17.99	18.35
F-46-4	Plumbing Maintenance Man - Step 3	16.76	17.01	17.36	17.72
F-41-2	Plumbing Maintenance Man - Step 2	16.34	16.59	16.94	17.30
F-42-2	Plumbing Maintenance Man - Step 1	16.34	16.59	16.94	17.30
F-43-9	Sheet Metal Layout Man - Step 5	17.81	18.06	18.41	18.77
F-44-7	Sheet Metal Layout Man - Step 4	17.39	17.64	17.99	18.35
F-45-4	Sheet Metal Layout Man - Step 3	16.76	17.01	17.36	17.72
F-46-2	Sheet Metal Layout Man - Step 2	16.34	16.59	16.94	17.30
F-48-10	Welder - Step 5	18.02	18.27	18.62	18.98
F-49-6	Welder - Step 4	17.18	17.43	17.78	18.14
F-50-4	Welder - Step 3	16.76	17.01	17.36	17.72
F-51-2	Welder - Step 2	16.34	16.59	16.94	17.30
F-109-2	Welder - Step 1	16.34	16.59	16.94	17.30
F-52-2	Janitor	16.34	16.59	16.94	17.30
F-63-12	Millwright	18.44	18.69	19.04	19.40
F-53-11	Industrial Motor Vehicle Mechanic - Step 5	18.23	18.48	18.83	19.19

<u>CODE #</u>	<u>JOB TITLE</u>	<u>Old Rate</u>	<u>05/21/98</u>	<u>05/21/99</u>	<u>05/21/2000</u>
F-54-6	Industrial Motor Vehicle Mechanic- Step 4	17.18	17.43	17.78	18.14
F-110-4	Industrial Motor Vehicle Mechanic- Step 3	16.76	17.01	17.36	17.72
F-111-2	Industrial Motor Vehicle Mechanic- Step 2	16.34	16.59	16.94	17.30
F-112-2	Industrial Motor Vehicle Mechanic- Step 1	16.34	16.59	16.94	17.30
F-69-10	Plant Services Maint. Man • Step 5	18.02	18.27	18.62	18.98
F-65-7	Plant Services Maint. Man - Step 4	17.39	17.64	17.99	18.35
F-66-5	Plant Services Maint. Man • Step 3	16.97	17.22	17.57	17.93
F-67-2	Plant Services Maint. Man - Step 2	16.34	16.59	16.94	17.30
F-68-2	Plant Services Maint. Man - Step 1	16.34	16.59	16.94	17.30
F-113-5	Utility Man	16.97	17.22	17.57	17.93
F-115-6	Lubrication Maintenance Man	17.18	17.43	17.78	18.14

GROUP LEADERS

F-58-14	Equipment Repair (Step 5 Maint. Mech.)	18.96	19.21	19.56	19.92
F-59-15	Electrical	19.17	19.42	19.77	20.13
F-60-14	Garage	18.96	19.21	19.56	19.92
F-70-13	Plant Service Maintenance	18.65	18.90	19.25	19.61
F-71-16	Equipment Repair (Millwright)	19.38	19.63	19.98	20.34

CODE #	JOB TITLE	Old Rate	05/21/98	05/21/99	05/21/2000
F-72-12	Welder & Sheet Metal Layout	18.44	18.69	19.04	19.40
F-73-14	Machine Shop	18.96	19.21	19.56	19.92
M-15-11	AZ Shipper - Group Leader	18.03	18.28	18.63	18.99

MISCELLANEOUS

Y-6-7	Yard	17.27	17.52	17.87	18.23
P-4-7	Sampleman	17.27	17.52	17.87	18.23
S-85-11	Plant Masonry Maintenance	18.03	18.28	18.63	18.99

SECTION LEADERS

C-101-13	Unit C Casting	18.41	18.66	19.01	19.37
L-38-13	Unit L Casting	18.41	18.66	19.01	19.37
K-4-13	Unit K Casting	18.41	18.66	19.01	19.37
M-5-13	Unit M Casting	18.41	18.66	19.01	19.37
M-12-13	AZ Sizing Section Leader	18.41	18.66	19.01	19.37
M-16-17	AZ Sizing Technician			19.77	20.03
P-5-14	Plant Sampler room	18.60	18.85	19.20	19.56
Y-7-14	Yard	18.60	18.85	19.20	19.56
F-74-16	Machine Shop	19.38	19.63	19.98	20.34
F-75-16	Sheet Metal Shop	19.38	19.63	19.98	20.34
F-76-17	Garage	19.59	19.84	20.19	20.55

NOTES

NOTES

2000

JANUARY							MAY							SEPTEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1		1	2	3	4	5	6	7						1	2	3	
2	3	4	5	6	7	8	8	9	10	11	12	13	14	4	5	6	7	8	9	10		
9	10	11	12	13	14	15	15	16	17	18	19	20	21	11	12	13	14	15	16	17		
16	17	18	19	20	21	22	22	23	24	25	26	27	28	18	19	20	21	22	23	24		
23	24	25	26	27	28	29	29	30	31					25	26	27	28	29	30			
FEBRUARY							JUNE							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5			1	2	3	4							1			
6	7	8	9	10	11	12	5	6	7	8	9	10	11	2	3	4	5	6	7	8		
13	14	15	16	17	18	19	12	13	14	15	16	17	18	9	10	11	12	13	14	15		
20	21	22	23	24	25	26	19	20	21	22	23	24	25	16	17	18	19	20	21	22		
27	28						26	27	28	29	30	23	24	25	26	27	28	29				
MARCH							JULY							NOVEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
		1	2	3	4	5					1	2			1	2	3	4	5			
6	7	8	9	10	11	12	3	4	5	6	7	8	9	6	7	8	9	10	11	12		
13	14	15	16	17	18	19	10	11	12	13	14	15	16	13	14	15	16	17	18	19		
20	21	22	23	24	25	26	17	18	19	20	21	22	23	20	21	22	23	24	25	26		
27	28	29	30	31			24	25	26	27	28	29	30	27	28	29	30					
APRIL							AUGUST							DECEMBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2			1	2	3	4	5	6						1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24		
24	25	26	27	28	29	30	28	29	30	31	25	26	27	28	29	30	31					