

LABOR AGREEMENT

Between

**UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)**

And

**LOCAL 622
UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)**

And

**SAINT-GOBAIN CERAMICS
Latrobe Plant**

Effective: May 21, 2012

LABOR AGREEMENT

Between

**UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)**

And

**LOCAL 622
UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA (UE)**

And

**SAINT-GOBAIN CERAMICS
Latrobe Plant**

Effective: May 21, 2012

TABLE OF CONTENTS

ARTICLE I.	AGREEMENT	
Section 1.	.....	I
ARTICLE II.	INTENT AND PURPOSE	
Section 1.	.....	I
Section 2.	ADA	I
ARTICLE III.	RECOGNITION	
Section 1.	Bargaining Unit	2
Section 2.	Union Membership	2
Section 3.	Extended Probationary Period	2
Section 4.	Deduction of Union Dues	3
Section 5.	Bulletin Boards.....	3
Section 6.	Bargaining Unit Work	3
Section 7.	Local Union Representatives	3
Section 8.	International Representatives	4
Section 9.	Non-Discrimination.	4
ARTICLE IV.	MANAGEMENT	
Section 1.	Management's Rights	5
Section 2.	Subcontracting	5
Section 3.	.....	5
ARTICLE V.	WORKING TIME	
Section 1.	Hours of Employment.....	5
Section 2.	Meal Periods.....	8
Section 3.	Rest Periods.....	8
Section 4.	Overtime.....	9
Section 5.	Reporting Pay.....	10
Section 6.	Call-In.....	10
Section 7.	Shift Differential.....	11
ARTICLE VI.	VACATIONS & HOLIDAYS	
Section 1.	Holiday Pay.....	11
Section 2.	Vacation Eligibility.....	12
Section 3.	Vacation Pay	12
Section 4.	Vacation Period & Payment	13
ARTICLE VII.	OCCUPATIONS	
Section 1.	New Occupations	13

TABLE OF CONTENTS (Continued)

ARTICLE VIII.	PROBATIONARY EMPLOYEES	
Section 1.	Probationary Employees.	14
ARTICLE IX.	TRANSFERS	
Section 1.	Temporary Transfers and Rates of Pay.	14
Section 2.	. . . . .	14
Section 3.	. . . . .	14
Section 4.	. . . . .	15
Section 5.	. . . . .	15
ARTICLE X.	SENIORITY.	15
Section 1.	Special Seniority.	15
Section 2.	Loss of Seniority.	15
Section 3.	Non-Unit Employment	16
Section 4.	Layoff	16
Section 5.	Bumping	17
Section 6.	Recalls.	17
Section 7.	Promotions	18
ARTICLE XI.	LEAVES OF ABSENCE	
Section 1.	Union Activity Leave	20
Section 2.	Personal Leave	20
Section 3.	Illness Leave.	21
Section 4.	Bereavement Leave.	21
Section 5.	Jury Duty.	22
Section 6.	FMLA	22
Section 7.	Conditions For Taking Leave	22
Section 8.	Conditions Governing Return From Leave	23
ARTICLE XII	GRIEVANCE AND ARBITRATION PROCEDURE	
Section 1.	Adjustment of Grievances	23
Section 2.	. . . . .	24
Section 3.	. . . . .	24
ARTICLE XIII	WAGES	
Section 1.	Key Sheet	25
Section 2.	Starting Rates	25
Section 3.	Working Expense/Tool Allowance	26
Section 4.	Safety Shoe Allowance	26
ARTICLE XIV	HEALTH AND SAFETY	26

TABLE OF CONTENTS (Continued)

ARTICLE XV	MILITARY SERVICE	27
Section 1.	.....	27
Section 2.	.....	27
ARTICLE XVI	TERMINATION OF AGREEMENT	28
APPENDIX "A"	INSURANCE BENEFITS.....	29
	Short-Term Disability Insurance	30
	Disability	30
	Layoff/Leave of Absence.....	30
	Termination	31
APPENDIX "B"	SAVINGS PLAN	
	Eligibility	31
	Contributions	31
	Vesting	32
	Plan Amendment	32
	Qualifications	32
APPENDIX "C"	JOB DESCRIPTIONS	32
APPENDIX "D"	JOINT STATEMENT OF QUALITY, IMPROVED PRODUCTION AND INVESTMENT	41

ARTICLE I

AGREEMENT

SECTION 1. Agreement entered into and made effective as of May 21, 2012 by and between Saint-Gobain Ceramics, its successors and/or assigns, (hereinafter called the "Company"), and the United Electrical, Radio and Machine Workers of America (UE), in behalf of and in conjunction with Local 622, United Electrical, Radio and Machine Workers of America (UE), (hereinafter called the "Union").

The complete terms of the current contract shall remain in full force and effect and be binding upon the parties until 11:59 P.M., May 21, 2017.

ARTICLE II

INTENT AND PURPOSE

SECTION 1. This agreement is for the exclusive joint use and benefit of the contracting parties.

It is the intent of the parties to maintain harmonious relations between the Company, the Union and its' membership and to improve the general welfare of the Company and the employees. It is recognized by both parties that this can be obtained by high quality workmanship and satisfactory working conditions.

It is the intent of the parties to set forth in the Agreement the basic rates of pay, hours of work and conditions of employment. Both parties agree to carry out the terms of this Agreement in good faith.

SECTION 2. **ADA** - The Company and Union agree to comply with the provisions of the Americans with Disabilities Act of 1990.

The Company shall take reasonable steps to provide reasonable accommodations to disabled workers where required by the effect on bargaining unit members, the Company shall discuss such accommodation with the Union prior to its implementation. Nothing in this Agreement shall supersede an employee's statutory legal rights and/or remedies.

ARTICLE III

RECOGNITION

SECTION 1. BARGAINING UNIT. The Company recognizes the Union as the sole collective bargaining agency for all production and maintenance workers, excluding clerks, engineers, watchmen, and guards, professional employees and supervisors as defined in the National Labor Relations Act, as amended, with respect to rates of pay, wages, hours and all other conditions of employment for the plant located at 4702 Route 982, Derry Township, Latrobe, PA. Reference to sex under any of the terms of this Agreement shall be construed as applying to male and female employees.

SECTION 2. UNION MEMBERSHIP. All employees shall, as a continuing condition of employment with the Company, become members in good standing of the Union on the 60th day following the beginning of their employment or sixty (60) days after the date of execution of this Agreement, whichever is later, and shall maintain such membership in good standing in the Union during the life of this Agreement.

The following shall be the procedure in cases where the Union desires the Company to enforce these provisions:

- (a) The Union will submit, in writing, to the Company cases of employees subject to termination of employment for failure to maintain membership.
- (b) The Company will immediately investigate such cases and should it find that the employee concerned is properly subject to dismissal, it will so inform the employee and the Union in writing that the services of the employee will be terminated in two (2) weeks from the date of the written notice unless appropriate action is taken by her/him and/or the Union, and the Union notifies the Company in writing to cancel its original demand for termination of the employee's services.

The Union shall accept as members without discrimination, upon application, any employee who has served sixty (60) days and shall not refuse membership to such employees.

SECTION 3. EXTENDED PROBATIONARY PERIOD. When the Company has concerns regarding the performance of a new employee, they may, in a timely fashion, request an extension of such period, but not to exceed a total of six (6) months from the date of employment.

SECTION 4. DEDUCTION OF UNION DUES. The Company agrees to deduct Union dues and initiation fees from the wages of the members of the Union from all pay periods (52 X annually), and remit same to the Financial Secretary of the Union provided such deduction is authorized in writing by individual members whose dues are to be deducted

Such authorization shall be irrevocable for one year or to the expiration of this Agreement, whichever is sooner, after which the employee may cancel such authorization by written notice by registered mail to the Union and the Company within seven (7) days prior to such expiration.

The Union shall indemnify and save the Company harmless against any and all claims, demands, actions or other-forms of liability that may arise out of, or by reason of, any action taken by the Company for the purpose of compliance with the provisions of deduction of Union dues.

SECTION 5. BULLETIN BOARDS. Upon receipt of Company authorization, the use of Company bulletin boards and the Company's public address system will be allowed for Union notices or announcements. Union announcements may be made only at rest or lunch periods, but not periods previously scheduled for other purposes. All Company bulletins dealing with wages or working conditions will be submitted to the Union at time of posting.

A bulletin board will be made available for the Union's use for legitimate Union business. All notices will bear the signature of the local Union President or Recording Secretary. The Union shall indemnify and save the Company harmless against any and all claims, demands, actions and other forms of liability that may arise out of, or by reason of, the Company compliance with the provisions of this Section.

SECTION 6. BARGAINING UNIT WORK. Foremen and other supervising personnel will act in a supervisory capacity and will not perform work so as to deprive regular employees of work. However, their activities will not be restricted in emergencies, in the training of employees, in the development or standardization of processes, or in the performance of work incidental to the normal production process.

SECTION 7. LOCAL UNION REPRESENTATIVES.

- (a) Stewards, Chief Stewards and Members of the Grievance committee shall be employees with seniority on the active payroll of the Company.

- (b) The Union shall notify the Company within ten (10) days after the signing of this Agreement, and promptly thereafter upon occasion of any changes in the list of its Stewards, Officers, Chief Steward and Grievance Committeemen who are authorized to act in behalf of the Union. The Company will promptly notify the Union of changes in Company personnel who deal directly with Union members.
- (c) The Company will not be obligated to recognize or deal with Union representatives in connection with grievances except as their names have been duly certified in writing to the Company by the Union.
- (d) The number and jurisdiction of Stewards shall be mutually agreed upon by the Company and the Union. The total number of Stewards shall in no event exceed 5% of the bargaining unit.
- (e) Investigation of grievances by local union representatives shall be conducted outside working hours. Discussion of grievances with the foremen at Step A and Step B and C meetings shall be scheduled during working time, but at times which would not seriously interfere with work or production.

SECTION 8. INTERNATIONAL REPRESENTATIVES. Authorized representatives of the International Union (not more than (2) at one time) shall have access to the plant during regular day shift hours, for the purpose of meeting with Company representatives, or to investigate grievances. These visits shall be confined to a reasonable amount of time.

For the purpose of negotiations with the Company and the discussions of grievances, the Union will limit its representation to not more than five (5).

SECTION 9. NON-DISCRIMINATION. The Company agrees not to discriminate against, interfere with, restrain, or coerce any employee because of membership in the Union. The Union agrees that it will not engage in or condone Union activity on working time, excepting the handling of grievances, which shall be done as outlined in this Agreement.

There will be no discrimination against employees because of race, creed, color, sex, age or national origin.

ARTICLE IV

MANAGEMENT

SECTION 1. MANAGEMENT'S RIGHTS. Management of the Company, including the right to plan, and determine schedules of production; products to be manufactured, location and department where work is to be performed; method of production and processing; the kind and operation of machinery and equipment; and the introduction and improvements of production facilities are vested in the Company.

SECTION 2. SUBCONTRACTING. The Company may engage in subcontracting with the exception of traditional production work which is defined as material handling, material preparation, forming, green machining, firing, inspection and shipping.

The Company shall not utilize non-bargaining employees to perform any production work in the Plant.

Before subcontracting any substantial maintenance work, which is within the capability and resources of the Company, the Company shall meet and confer with the Union to discuss possible alternatives to such subcontracting.

SECTION 3. The Union recognizes it is also the responsibility of Management to maintain discipline and efficiency and the Company shall have freedom of action necessary to discharge its responsibilities which includes the right to direct the working forces, hire, discharge for the proper cause, and the making of non-discriminatory shop rules which shall be posted on the bulletin boards permanently, subject to the terms of this Agreement.

ARTICLE V

WORKING TIME

SECTION 1. HOURS OF EMPLOYMENT. The specific shift of an operation shall be decided by the Company. A shift is ten (10) consecutive hours; including two paid ten (10) minute breaks, a paid five (5) minute clean-up break prior to the lunch break and a paid fifteen (15) minute lunch break. More than one type of shift may be employed in the Plant at one time.

- (a) A regular work day shall consist of ten (10) consecutive hours of work, including all paid breaks listed above, and the regular work week shall consist of forty (40) hours.

- (b) The regular ten (10) hour shifts will be as follows:

First Shift - 5:00 A.M. to 3:00 P.M.
6:00 A.M. to 4:00 P.M.

Second Shift - 3:00 P.M. to 1:00 A.M.
4:00 P.M. to 2:00 A.M.

- (c) When operations dictate, the Company may also schedule employees on swing shift for Kiln operating, Kiln loading and Pressing operations. The Company may also schedule employees on continuous operations or a special schedule starting two (2) hours earlier or later than the first shift in regard to the Spray Dryer Operation. These shifts shall be scheduled as appropriate and in co-operation with the operators and the Department Supervisor.

Such employees shall be scheduled for thirty-six (36) hours and forty-eight (48) hours in alternate weeks as in the Kiln Swing Schedule. The Swing shift shall be operated in accordance with a twelve (12) hour day; three (3) days on; three (3) days off.

- (d) Monday through Thursday and Tuesday through Friday will constitute the regular workdays and work week, except for persons employed on continuous operations or swing shift.
- (e) The starting and quitting time of the various shifts as herein provided for shall only be changed as a result of good faith bargaining on the part of the Union and the Company.
- (f) The Company and the Union have agreed to allow the starting times of the shifts to be determined departmentally with individual exceptions allowed based on supervisory approval, equipment availability and other logical business implications. As in the past, for exceptional situations, the supervisor may give approval for individual requests, however it is felt that these situations will be minimized by the new schedule and when granted will be made up during the week where possible.

The flexibility of starting times has been agreed to contingent on the following factors:

--The employee will assume responsibility for continually improving the productivity and quality of their work and will make decisions consistent with improving customer service and profitability.

--Bid and Bump decisions will "Bump/Bid" the job including shift start time. (Monday through Thursday or Tuesday through Friday, as scheduled).

--A base ground rule will be to maintain an equal number of employees on Monday through Thursday and Tuesday through Friday, except when operations dictate otherwise.

--When an employee is temporarily transferred from one job to another, the transferred employee will work the standard shift of the department as assigned.

--On each shift (Dayshift and Afternoon), there will be one specific break/lunchtime scheduled regardless of the individual's start time.

--Overtime related issues:

--Daily overtime can be worked up to six hours/day. No employee will work more than sixteen consecutive hours without taking an eight hour break with the exception of the Kiln Team Operator or other emergency situations affecting other employees.

--Overtime worked on the employee's off day shall be worked at the normal start time, exceptions must have supervisory approval.

--The number of hours of overtime will be offered based on business needs to satisfy customer requirements.

--During holiday weeks, employees will be strongly encouraged, by all parties, to adjust their work schedules to work forty (40) hours.

--It is very important that employees who do not intend to adjust their schedules inform their supervisors in advance of the holiday week so that manpower planning can be done effectively.

(For Example: In a week with a holiday on Monday, both employees in a two man department want to only work thirty (30) hours. The supervisor will suggest that one be off on Tuesday and the other be off on Friday to balance manpower availability).

--During a week when an employee uses a "Scheduling Flexibility Day", he/she will also be encouraged, by all parties, to adjust their schedules to work forty (40) hours.

--Employees in a Department will be allowed to trade "off days" periodically, as long as proper coverage of the Department is maintained and no overtime is created. The employee is responsible for requesting this option from his/her supervisor.

--The Company will pay Bereavement Leave and Jury Duty based on the employee's scheduled work hours.

- (g) The foregoing shall not be construed as a guarantee of either the number of hours of work per day or a forty (40) hour work week.

SECTION 2. MEAL PERIODS. The employee assigned to operate the Spray Dryer through their established meal periods will be paid an additional one-half (1/2) hour pay at their regular rate to compensate for the loss of lunch period. The compensation received for loss of lunch hour will not be used to calculate hours worked.

SECTION 3. REST PERIODS. All employees working a ten (10) hour shift or more, shall be given two (2) ten (10) minute rest periods each workday in addition to the regularly scheduled lunch period. Such rest periods shall be at times scheduled by the Company. During a rest period, the employee is free to leave his/her workplace to go to designated areas, but must not in any way interfere with other employees at work. Rest periods shall be paid for at the employee's regular rate and shall not result in lengthening the overall workday.

SECTION 4. OVERTIME. Overtime compensation shall be computed and paid for as follows:

- (a) At the rate of one and one-half (1-1/2) times the regular straight time hourly rate for all hours worked in excess of forty (40) in any one work week or for all hours worked in excess of ten (10) hours worked in any one workday.

WEEKEND WORK. Work performed on Saturday and Sunday shall be computed and paid at the rate of time and one-half (1-1/2) times the regular straight time hourly rate. In regard to swing shift operations where the employee works both Saturday and Sunday, the employee will receive premium pay of one and one-half (1-1/2) times his straight time hourly rate for working on his scheduled days of rest.

The Company will post overtime opportunities for the coming weekend (within the current pay period). When overtime opportunities are not determined prior to noon on Thursday, the Company will notify the Chief Steward as soon as possible once the overtime requirements are determined.

- (b) Holiday pay hours will count as hours worked for overtime purposes, except when the employee voluntarily adjusts his work schedule during a holiday week.
- (c) Overtime shall be offered to the employee who bid or bumped the job, who has the least amount of overtime hours. If this employee is temporarily transferred to another job and hasn't worked the majority of the week on his job, the overtime will be offered to the employee who has worked the job. If the said employee refuses to work the overtime, it shall be offered to the permanent employee.

If the necessary number of employees, as stated above, cannot be obtained, such overtime shall be offered to a capable Laborer who has the least amount of overtime hours.

If the necessary number of employees cannot be obtained from the Laborers, overtime shall be offered to employees who have the skill and ability and have signed the overtime list for the designated overtime period.

If the necessary number of employees cannot be obtained as determined above, the overtime opportunity will be offered to employees on vacation who have expressed their interest in working overtime during their vacation period. Should this step be necessary, the Company will notify the Chief Steward or other Steward in his/her absence.

If an employee has been denied an overtime opportunity, due to the Company's failure to follow the provision of this Section, he/she shall be given the next available opportunity.

If the said employee is not provided with the next available overtime opportunity, the employee shall be paid for the lost overtime. If the employee is permanently transferred from his/her job to another job before the overtime opportunity can be made, he/she shall be paid for the lost overtime.

- (d) The Provisions of this Section will not apply when the Company changes the hours of work for the convenience of the employee.
- (e) If a person is working a different job classification on their normal scheduled off day, they will receive the rate of pay of the job worked or their permanent rate, whichever is higher.

SECTION 5. REPORTING PAY. A minimum of four (4) hours work or pay at regular rate at the Company's discretion shall be paid to employees reporting for work unless such employees are notified not to report for work at least four (4) hours prior to the start of their shift. This provision shall not apply should work be interfered with due to emergencies beyond the Company's control such as power or light failure, floods, fire, work stoppage or acts of God.

SECTION 6. CALL-IN. In case of emergency, should it be found necessary to call in an employee to do necessary work, the type of job that will comprise the majority of the work involved shall determine the employee to be called-in and he/she shall be the employee customarily engaged on that type of work.

Although other jobs are involved to complete the emergency work, the employee called-in, if capable, will do these other jobs.

Employees called-in pursuant to this provision shall be paid at a rate of one and one-half (1-1/2) times the regular straight time hourly rate for all hours worked. Such employees will be guaranteed a minimum of four (4) hours work or pay in lieu thereof at said rate.

SECTION 7. SHIFT DIFFERENTIAL. All employees working on the second or third shift will receive thirty-five cents (\$.35) per hour in addition to their regular rate. All employees working swing shift will receive twenty-five cents (\$.25) per hour in addition to their regular rate.

ARTICLE VI

VACATIONS & HOLIDAYS

SECTION 1. HOLIDAY PAY. The employee must be an active, non-probationary employee and fully worked his last scheduled shift prior to and fully worked his first scheduled shift after the holiday in order to be paid for each of the following holidays.

New Years Day	10 Hours
Good Friday	10 Hours
Memorial Day	10 Hours
Fourth of July	10 Hours
Labor Day	10 Hours
Thanksgiving Day	10 Hours
Day After Thanksgiving	10 Hours
Opening Day of Pennsylvania Buck Hunting Season	10 Hours
Christmas Eve	5 Hours
Christmas Day	5 Hours

The above holidays will be observed on the same day as observed by the federal government, subject to the following:

- (a) Should any of the foregoing holidays fall on Sunday, the following Monday, instead of Sunday, will be recognized as the holiday.
- (b) Should any of the foregoing holidays fall on Saturday, the preceding Friday, instead of Saturday, will be recognized as the holiday.

Eligible employees defined in the first sentence of this Section above, shall be paid straight time hours according to the table above for the above holidays not worked. Any employees whose lay-off is effective two (2) working days before the holiday shall receive holiday pay for that holiday. Such holiday pay shall be based upon the rate of the job the employee was laid off from.

The Company will provide further encouragement for employees to voluntarily adjust their work schedule as indicated in Article V, Section 1. If an employee does adjust their work schedule and works their forty (40) hours during each of the ten hour per holiday (New Years Day, Good Friday, etc) holiday weeks, or an employee fulfills the forty (40) hour work week through a combination of hours worked, vacation, bereavement leave, and or jury duty; the Company will pay the holidays of Christmas Eve and Christmas at ten (10) hours each.

An employee who works on the observed holiday shall receive holiday pay as stated above plus one and one-half (1-1/2) times his regular straight time rate of pay for the hours worked.

SECTION 2. VACATION ELIGIBILITY. An employee becomes eligible for full vacation benefits on January 1st of each calendar year provided the employee worked a minimum of 1,100 hours in the preceding calendar year. Vacation days or weeks may not accumulate beyond the calendar year.

For each one hundred ten (110) hours worked during the preceding year, the employee will earn 1/10 of the vacation eligibility specified in the vacation schedule of this Agreement.

SECTION 3. VACATION PAY. Each day of vacation time off will be paid at the current straight time hourly rate at the time the vacation is taken multiplied by the regularly scheduled work hours for that day.

VACATION SCHEDULE

1	Year of Service	=	1 Week (40 Hours)
2 - 4	Years of Service	=	2 Weeks (80 Hours)
5 - 10	Years of Service	=	3 Weeks (120 Hours)
11 - 24	Years of Service	=	4 Weeks (160 Hours)
25+	Years of Service	=	5 Weeks (200 Hours)

For employees currently eligible for 170 vacation hours as of the 2012 ratification, they shall receive 180 vacation hours until they reach 25 years of service.

All other employees will earn vacation entitlement in accordance with the above schedule.

SECTION 4. VACATION PERIOD & PAYMENT.

- (a) The period over which the vacation may be taken will extend from January 1 to December 31 of the current year.
- (b) It is Management's responsibility to schedule vacations in advance so as to spread vacation throughout the year and avoid having an excessive number of employees off at any time. The employee's choice as to time will be given due consideration provided the employee makes the choice at least thirty (30) calendar days prior to the beginning date of the vacation, but where conflicts occur, employees with longer service will be given preference consistent with production schedules and plant efficiency.
- (c) A Plant or Department shutdown can be considered time off for vacation provided the company gives thirty (30) days notice of such shutdown.
- (d) Vacation pay will be paid on the regular payday preceding the vacation provided the paymaster is notified of the vacation at least two (2) weeks in advance.
- (e) The employee may elect to receive one (1) week of pay in lieu of vacation provided that the paymaster is notified at least two (2) weeks in advance.
- (f) In the event an employee has excess vacation hours, said employee shall be given the option of time off or pay instead of time off. Time off will be given with twenty-four (24) hour advance notice to supervisor and only after the employee has used all of their full day vacation entitlement.

ARTICLE VII

OCCUPATIONS

SECTION 1. NEW OCCUPATIONS. When a new occupation is established or if the duties of a job are changed in an existing occupation, a job classification and pay class shall be established by the employer. At the same time, a copy of the new or revised classification will be presented to the Union for review. The rate of such new or changed occupation shall go into effect on the date the new or changed job is established. If the Union disagrees with the wage rate established for the new occupation, the issue will be subject to the grievance procedure.

The Company shall not change the grades of current jobs downward.

ARTICLE VIII

PROBATIONARY EMPLOYEES

SECTION 1. PROBATIONARY EMPLOYEES. The Company shall have the right to hire and shall be the sole judge of the requirements and qualifications of applicants. New employees hired by the Company shall be considered probationary employees for a period of sixty (60) workdays, during which time the Company shall have the opportunity to determine their fitness and ability to perform the work which shall be required of them.

To accomplish this, the company may temporarily transfer probationary employees between jobs without regard to seniority. The retention or expulsion of probationary employees prior to the expiration of their probationary period shall be solely at the discretion of the Company.

ARTICLE IX

TRANSFERS

SECTION 1. TEMPORARY TRANSFERS AND RATES OF PAY. Temporary transfers will be used to meet customer requirements. Such transfers may continue for the duration of the job or a maximum of thirty (30) continuous working days. On the tenth (10th) working day, the Company will talk to the Chief Steward and if there is a need for a Union Committee meeting, it will be left to the discretion of the Chief Steward.

SECTION 2. Any laborer who is reassigned to a lower rated job during the shift will receive the higher rate for the balance of the shift.

SECTION 3. The following provisions shall apply to a temporary transfer for any reason:

- (a) If a employee is temporarily transferred to a lower rated job, he/she shall receive his/her previous rate for the duration of the temporary transfer.
- (b) If an employee is temporarily transferred to a position of equal or lower class, he/she shall receive the wage rate of the next higher class.
- (c) If an employee is temporarily transferred to a higher rated job, he/she shall receive the rate of the job to which transferred.

SECTION 4. The Supervisor shall notify the Steward if an employee is to be transferred for more than three (3) days.

SECTION 5. If a Laborer is assigned to a job to which an employee is absent, and if the Laborer has done that job, and is qualified to do the full scope of the job, he/she will be paid the rate of pay of the absent employee.

ARTICLE X

SENIORITY

In matters relating to personal leaves of absence, layoff, recall from layoff, promotions, vacations and transfers, seniority shall govern in accordance with the terms of this Agreement.

Seniority shall be on a plant wide basis from the date of the employee's hire.

SECTION 1. **SPECIAL SENIORITY.** Employees selected as Steward of the Union shall have the highest seniority in their areas in regard to layoffs or force reduction in their departments, provided they can perform available work, so that they may be present to handle grievances that may arise.

Employees selected as President, Vice President, Recording Secretary, and Chief Steward shall have the highest seniority in the plant provided that they actively participate in the day-to-day administration of the Labor Agreement. Day-to-day administration of the Contract means active involvement in the Union Negotiating and Grievance Committee. Such seniority shall be in regard to layoffs, provided that they can perform available work. The President, Vice President, Chief Steward and Recording Secretary shall be maintained on the dayshift to facilitate administration of the Agreement.

SECTION 2. **LOSS OF SENIORITY.** An employee shall cease to have seniority and his employment with the Company shall be terminated for all purposes for the following reasons:

- (a) Discharge for cause and not reinstated.
- (b) Voluntary quitting, exceeding a leave of absence, retirement or engaging in gainful employment during a leave of absence not granted for that purpose.

- (c) Absence due to a layoff that extends continuously for a period of three (3) years. Employees on the Seniority List shall be maintained on the Seniority List for three (3) years from the date on which they last actively worked.
- (d) Failure to report for work from layoff five (5) working days after a "Return Receipt-Requested" letter is sent to him/her notifying him/her to return to work. If an employee is employed elsewhere at the time the notice is received, he/she may postpone reporting for work until fifteen (15) working days after receipt of the notice provided he/she notifies the Company regarding his/her employment within five (5) working days after the receipt of the notice. It is the sole responsibility of the employee to keep the Company advised by written notice of any address change.
- (e) Absence for three (3) working days without notifying the Company as to the reason for the absence, except where mutual agreement can otherwise be reached.

SECTION 3. NON-UNIT EMPLOYMENT. For plant supervisory positions, an employee who goes into a non-bargaining unit job may not return to the bargaining unit and shall forfeit all seniority rights.

An employee who accepts any other positions outside the Bargaining Unit will have a six (6) month period in which to return, however, seniority for the period will be forfeited.

SECTION 4. LAYOFF. A layoff is defined as a lack of work for a period greater than five (5) days. Lack of work for five (5) workdays or less shall result in temporary furlough without regard to seniority.

When layoffs are necessary, plant wide seniority shall govern reduction in force, and those employees retaining the least seniority shall be laid off first, provided the remaining employees are capable of performing the work.

In any such reduction in force the affected employees shall be given two (2) workday notice prior to layoff and shall be guaranteed work or pay for their last two (2) scheduled full shifts.

Under emergency conditions, such as cancellations of orders, temporary holds on orders, major breakdowns, shortage of materials, fire, flood or cause beyond the control of the Company, temporary furloughs are permitted for a period not to exceed five (5) working days without regard to the layoff procedure, unless extended by negotiations.

When the emergency extends beyond five (5) working days, and it is decided to resort to permanent layoffs, furloughed employees with greater seniority will replace employees with less seniority in accordance with the layoff procedure as described in this Agreement.

SECTION 5. BUMPING. In any reduction, if an employee is removed from his/her current job, he/she will use his/her plant wide seniority to bump a less senior employee on a job for a shift he/she desires in the following order:

- (a) To a job in an equal or higher class if he/she is able to perform the work provided the benefit of a twenty-five (25) day trial period. If, during this period, the conclusion is reached by the company that the employee does not have the ability for the work, he/she shall be disqualified and will make another bump according to the terms of this Section. The exception to this provision includes all Class 1 employees or employees who previously performed the work.
- (b) To a job of a lower class.

Employees who are unable to secure a job under (a) or (b) above will be laid off.

Temporary transfer time will count towards previous performance of a job.

SECTION 6. RECALLS.

- (a) Recalls from layoff shall be made in accordance with plant wide seniority provided the employee is able to perform the work.
- (b) When job opportunities are available, the Company will recall the exact number of employees needed for the opportunities.

According to seniority, the recalls will fill the open job positions--highest paying job to most senior employees.

If there is more than one job in the same class, the most senior employee will have his choice of jobs.

Job openings will be posted. If there are no successful bidders on a job, it will be awarded to the most senior employee recalled from layoff. If there is more than one job bid, the most senior employee will have his/her choice of jobs.

The employees recalled from layoff as temporary fill-ins will not be eligible to share the overtime of an occupation except in accordance with the provisions of the Labor Agreement.

- (c) If an employee does not respond to a recall immediately (within five (5) days or less) because of his/her employment elsewhere, the Company may recall the next senior employee until the employee working elsewhere is able to return to work (not to exceed fifteen (15) working days in total from the notice day).

Employees who are temporarily recalled to replace an employee whose recall has been delayed while he/she is working elsewhere, shall be permitted to refuse such temporary recall without breaking his/her seniority. In the event an employee refuses a temporary recall, the Company may continue offering temporary recalls in seniority order until the position is filled.

SECTION 7. PROMOTIONS. When new jobs or openings occur in the bargaining unit, such jobs or postings will be filled by the following procedure:

- (a) Openings plus the shift thereof will be advertised by written notice posted on the Bulletin Board; such notices will bear the time and date that they were posted.
- (b) Such notices will remain posted for a period of two (2) normal working days and during such time eligible employees shall make known their bid by signing the posting sheet.
- (c) An eligible bidder will be defined as an employee in a higher, lower or equal class of posted job.
- (d) Jobs will be awarded to the most senior bidders provided such employees have the ability to perform the work.
- (e) The employee selected for the opening under Paragraph (d) above will be entitled to a twenty-five (25) working day trial period. If, during this period, the conclusion is reached by the Company that the successful bidder does not have the ability for the work, he/she shall be disqualified and will be placed by the Company in his/her former job.

- (f) The assignment of a successful bidder to a job opening shall be done within three (3) working days from the date the bid closed. Should circumstances prevent the assignment of the successful bidder to the job in the specified time, such job will not be again posted until the successful bidder is assigned to the job, provided the assignment is made within thirty (30) calendar days of the date of the bid. After that time, all bids will be void.

Employees shall be granted two (2) successful bids during the twelve (12) month period prior to the time of the awarding of the job bid.

All bidding and bumping shall be plant wide and shall be across departmental lines.

- (g) If there are no eligible bidders, the posted job opening will be filled by recalling from layoff the most senior employee capable of performing the job.

In the event there are no laid off employees who meet the criteria set forth above, the Company may hire a new employee.

- (h) To be considered for a job posting, an employee before leaving on vacation or leave of absence for any reason must indicate to the Company, in writing, the job or jobs for which he/she wished to be considered should an opening occur while he/she is away from work.

- (i) **TEMPORARY JOB BIDS.** When an employee is out on Short-Term Disability or Worker's Compensation and depending on circumstances, the job will be posted as a temporary job.

When the incumbent returns from Leave of Absence, he/she will go back to his/her original job and the employee on the temporary job will, and in line with his/her seniority, move to a job under the BUMPING Section of the Labor Agreement. If the incumbent terminates employment, the job will be bid as a permanent job.

- (j) **SHIFT PREFERENCE.** Each employee shall be granted one (1) shift preference bump per year. Employees may only exercise shift preference when a job vacancy occurs as follows:

- (1) A successful bidder on a job posting may exercise shift preference within the occupation in which he/she was the successful bidder.
- (2) An employee who is displaced due to a shift preference bump shall be permitted to bump plant wide in line with his/her seniority and shall not be charged with a shift preference bump.

ARTICLE XI

LEAVES OF ABSENCE

SECTION 1. UNION ACTIVITY LEAVE. Employees will be allowed the necessary period of leave, without pay or benefits, to hold full-time Union offices.

During such leave, the employee's seniority will continue to accumulate for a period of one (1) year which may be renewed as long as the employee continues in the same office for which the leave was granted, but not exceeding three (3) years.

Employees will be allowed a period of leave without pay to attend Union conventions or perform other duties in the Union.

SECTION 2. PERSONAL LEAVE.

- (a) Employees who have completed twelve (12) months continuous service with the Company may be granted a Personal Leave for a period not to exceed thirty (30) consecutive days.
- (b) Employees who have five (5) or more years of total service with the Company may be granted a Personal Leave for a period not to exceed sixty (60) consecutive days.
- (c) Employees who have ten (10) or more years of total service with the Company may be granted a Personal Leave for a period not to exceed ninety (90) consecutive days.
- (d) An employee shall be ineligible for a Personal Leave who has not completed twelve (12) months of service with the Company following his/her last leave.

- (c) **LEAVE OF ABSENCE.** Employees shall be granted a Leave of Absence for good cause. Request for such Leave of Absence shall be in writing and shall specify the length of time requested, and copies shall be given to the Union. The Company agrees that it will not unreasonably deny the employee's request for such leave.

SECTION 3. ILLNESS LEAVE.

- (a) Employees who have completed their probationary period and who are unable to work due to personal illness, maternity condition or an accident outside the plant shall be entitled to an Illness Leave during such illness or injury.
- (b) The Company may require a doctor's certificate to prove such leave and also may require a doctor's certificate at the termination of the leave as proof that the employee can return to work.
- (c) An Illness Leave may extend for a period up to twenty-six (26) weeks or thereafter if circumstances justify.

SECTION 4. BEREAVEMENT LEAVE. In the event of a death in the immediate family, which will be limited to mother or step-mother, father or step-father, brother, sister, grandparents and mother and father-in-laws of an active, non-probationary employee, such employee shall be entitled to a Bereavement Leave from active employment as follows: Such employees shall be paid for ten (10) hours at his or her regular straight-time hourly rate for three days between date of death and day after burial.

When death occurs to an employee's legal spouse or child (including step-child), an employee, upon request, will be excused and paid for up to a maximum of ten (10) hours at his/her regular straight-time hourly rate for each regularly scheduled workday which fall within a five (5) consecutive calendar day period, however, that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral.

Bereavement pay for the death of employee's brother-in-law and sister-in-law and spousal grandparents will be paid for a maximum of one (1) day at the rate of ten (10) hours straight time pay.

Brother-in-law shall include the employee's sister's husband, the employee's spouse's brother, and the husband of the employee's spouse's sister. Sister-in-law shall include the employee's brother's wife, the employee's spouse's sister, and the wife of the employee's spouse's brother.

The in-law relationship will terminate for purposes of this Section upon divorce or annulment (i.e., legal dissolution) of the connecting marriage which creates the in-law relationship to the employee; and the in-law relationship will terminate upon death and remarriage--that is, in the event of the death of the party with the connecting in-law relationship to the employee, the in-law relationship will not terminate until the remarriage of the surviving spouse.

An employee will not receive Bereavement Leave when it duplicates pay received for time not worked for any other reason. Lost time paid for under this provision will not be counted as hours worked for purposes of determining overtime or premium pay.

SECTION 5. JURY DUTY. Any active, non-probationary employee who, by order of any court, is required to serve as a juror in Court, shall be paid by the Company the difference between the amount received for service as juror and the amount that would have been paid to such employee by the Company for ten (10) hours for each day worked at such employee's straight-time hourly rate. Jury Duty shall be counted as hours worked. If such employee is not accepted as a juror and is released by the Court for such service, he/she shall report to work as soon as possible thereafter, but no later than his/her next regularly scheduled workday. Within twenty-four (24) hours after receipt of summons, same shall be submitted by the employee to his/her immediate supervisor, which shall constitute proper notice that such employee will be absent from work on the day or days specified in such summons. Seniority will accumulate during the term for a Jury Leave.

SECTION 6. FMLA - The parties agree to comply with the federal and state provisions of the Family and Medical Leave Act of 1993.

SECTION 7. CONDITIONS FOR TAKING LEAVE.

- (a) All application for leaves of absence shall be submitted in writing to the Company.
- (b) All leaves of absence except as set forth above shall be without pay.
- (c) An employee who fails to report after the date of expiration of the leave of absence shall be considered having voluntarily quit.

- (d) Leaves of absence will not be granted for the purpose of working elsewhere or to enable an employee to determine whether or not he is going to make a permanent change in his place of employment.

SECTION 8. CONDITIONS GOVERNING RETURN FROM LEAVE. The employee's job will be held for the duration of the leave unless a layoff necessitates a change in personnel on the job. In that case, should the employee have insufficient seniority to return to his/her job, he/she may and in line with his/her seniority move to a job in accordance with the bumping procedure outlined in this Agreement.

ARTICLE XII

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. ADJUSTMENT OF GRIEVANCES. There shall be no strikes or work stoppages or lockouts of any nature whatsoever during the term of this Agreement. During the life of this Agreement, should any dispute arise as to the meaning, interpretation or application of the provisions of this Agreement, or as to the performance by either party of obligations imposed by this Agreement, a grievance may be filed by the Union or an employee, and shall be settled in the following manner:

- STEP A.** An employee may present a grievance to his foreman, either through the Steward, personally, or with the Steward, but must do so within five (5) working days after the grievance arises. The foreman must give his/her answer within five (5) working days after presentation.
- STEP B.** If the foreman's answer is not satisfactory, the Union shall within five (5) working days of the answer inform the Company of the grievance in writing. The written grievance must set forth the nature of the grievance and the remedy or correction requested. The Company representatives will discuss with the Union representative within two (2) working days after receipt of the notice and will make every effort to settle it. The outcome of the discussion will be given in writing to the Union by the Company within two (2) working days after the discussions.
- STEP C.** If the answer is not satisfactory, the Union shall inform the Company by written notice within two (2) working days. The Company representative will discuss the grievance with the Union within three (3) working days after receipt of notice. The Company will give its written answer within two (2) working days after the final discussion.

Representatives of the International Union may be present at this meeting.

STEP D. If the grievance is not satisfactorily settled in the preceding Step, the Union shall inform the company in writing not later than ten (10) working days thereafter. The grievance shall then be submitted to arbitration. The Union and the Company shall attempt to agree informally upon an arbitrator. If this cannot be done within ten (10) working days, the Union shall apply to the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators. The parties shall alternately strike names from this panel (the party who requested arbitration shall strike first), and the remaining arbitrator shall hear the case.

An arbitrator's decision shall be final and binding upon the parties; however, an arbitrator shall not have the power to add or subtract from or modify any of the terms of this Agreement. The expense and salary incident to the services of such arbitration shall be paid jointly by the Company and the Union.

Disposition of a grievance at any Step in the grievance procedure shall be considered as final and considered settled unless the grievance is pursued to the next Step in the manner and time provided above.

A grievance may be immediately advanced to any Step in the Grievance procedure if the parties jointly so agree. Employees subject to discharge will be advised of the Company's decision in the presence of a Union Steward or Officer. A grievance concerning discharge shall be, at the Union's request, advanced immediately to Step C of the Grievance procedure and heard within seventy-two (72) hours of such request.

SECTION 2. The Company shall protect members of the Union Grievance Committee from loss of earnings due to working time missed while attending grievance meetings in Steps A through C. Step D shall be limited to protection of a loss of earnings for one (1) day maximum.

SECTION 3. Contract negotiations shall be held during the daylight shift. The Company shall protect members of the Union Negotiating Committee from loss of earnings thereby occasioned.

ARTICLE XIII

WAGES

SECTION 1. **KEY SHEET.** The following rates are effective as listed below:

	<u>05-21-2012</u>	<u>05-20-2013</u>	<u>05-19-2014</u>	<u>05-18-2015</u>	<u>05-23-2016</u>
CLASS 1 A	\$20.03	\$20.43	\$20.88	\$21.33	\$21.93
CLASS 1	\$19.53	\$19.93	\$20.38	\$20.83	\$21.43
CLASS 2	\$19.11	\$19.51	\$19.96	\$20.41	\$21.01
CLASS 3	\$18.49	\$18.89	\$19.34	\$19.79	\$20.39

SECTION 2. **STARTING RATES.** Except for those hired for Maintenance or Tool and Die Shop occupations, unless classified as apprentices, the following starting rate schedule shall apply for the occupation in which the employee is employed or hired:

STARTING RATE AND STEPS

TIME PERIOD

75%	6 months*
80%	6 months
85%	6 months
90%	3 months
95%	3 months

Upon demonstrated proficiency of the full scope of duties of the Kiln Team Operators, fully trained and qualified Kiln Team Operators will advance to the full Class 2 rate as provided for in ARTICLE XIII, SECTION 1. Kiln Team Operators will be evaluated after twenty-five (25) working days on the job. If not fully qualified after twenty-five (25) working days, the Kiln Team Operator will be re-evaluated after twenty (20) more working days, then after fifteen (15) more working days, followed by re-evaluation after fifteen (15) more working days, if necessary. Should the fully trained Kiln Team Operator bid out of the Kiln Department, he/she will revert to the applicable wage rate and step of ARTICLE XIII, SECTION 2, based on the employee's date of hire.

SECTION 3. WORKING EXPENSE/TOOL ALLOWANCE: A Working Expense/Tool Allowance will be paid in a separate payroll notice for the week of May 21, 2012, May 20, 2013, May 19, 2014, May 25, 2015, and May 23, 2016.

Working Expense/Tool Allowance for the Maintenance Craft, Tool & Die Occupation is: \$500. This will be grossed up and taxes paid.

Working Expense/Tool Allowance for the Layout and Cut Operators, Ceramic Setup, Press & Drill Operator/Ceramic Setup, and WaterJet Cutting Machine Operator is \$400. This will be grossed up and taxes paid.

For individuals who enter the occupation for which a Working Expense/Tool Allowance is provided after the award date, the Working Expense/Tool Allowance will be prorated for that year.

SECTION 4. SAFETY SHOE ALLOWANCE. The Company will provide a \$100.00 Safety Work Shoe Allowance annually upon proof of purchase. Effective January 1, 2013, the amount will increase to \$120.00 annually. Effective January 1, 2016 the amount will increase to \$130.00 annually; and effective January 1, 2017 the amount will be increased to \$135.00 annually.

ARTICLE XIV

HEALTH AND SAFETY

The Company shall institute and maintain all necessary precautions, as far as possible to assure that every employee enjoys a clean, safe, and healthful workplace.

If an employee is injured in the plant and is required to leave work, the Company will pay the difference between the hours worked and his/her regularly scheduled work hours for that day at their current rate of pay on the day of injury. If such injury requires a first return doctor's visit, which cannot be scheduled during non-working hours, the Company shall pay the difference between the hours worked and their scheduled hours.

ARTICLE XV

MILITARY SERVICE

SECTION 1. The Company shall accord to each employee who applies for re-employment after conclusion of his/her military service with the United States, such re-employment rights as he/she shall be entitled to under the existing statutes. Each employee entitled thereto shall receive his/her vacation, or pay in lieu thereof, in the calendar year in which he/she is required to enter the military service of the United States. Such employee shall receive vacations in the year in which he/she returns from military service only where he/she has met eligibility requirements for that year.

SECTION 2. If any employee should be called to temporary military service, the Company will pay that individual the difference between his/her regular pay up to forty (40) hours less his/her military pay up to a maximum of two (2) weeks per calendar year.

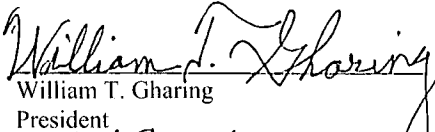
ARTICLE XVI

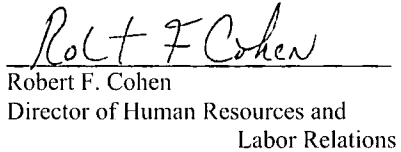
TERMINATION OF AGREEMENT

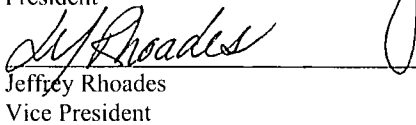
In consideration of the agreement reached by both parties, it is agreed that this Agreement shall continue in full force and effect until 11:59 P.M., May 21, 2017 and shall continue thereafter from year-to-year unless on sixty (60) days written notice before the expiration date either party may propose modifications or revisions or additions to the provisions of this Agreement. IN WITNESS WHEREOF, the parties have executed this Agreement on May 21, 2012.

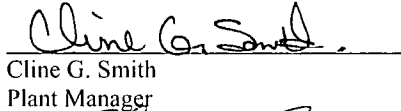
LOCAL 622, UNITED ELECTRICAL,
RADIO AND MACHINE WORKERS
OF AMERICA (UE)

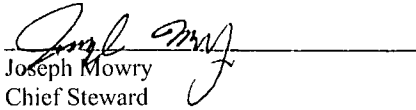
SAINT-GOBAIN CERAMICS

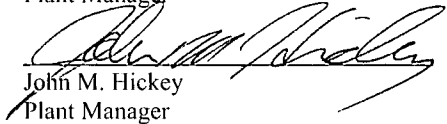

William T. Gharing
President

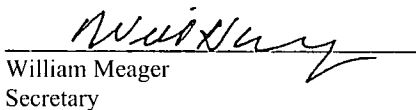

Robert F. Cohen
Director of Human Resources and
Labor Relations

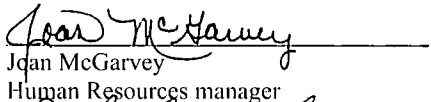

Jeffrey Rhoades
Vice President


Cline G. Smith
Plant Manager

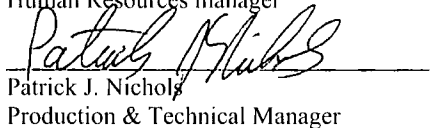

Joseph Mowry
Chief Steward

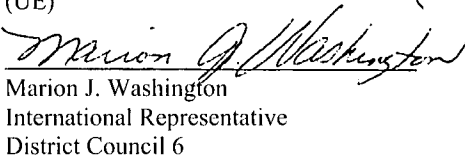

John M. Hickey
Plant Manager


William Meager
Secretary


Joan McGarvey
Human Resources manager

UNITED ELECTRICAL, RADIO AND
MACHINE WORKERS OF AMERICA
(UE)


Patrick J. Nichols
Production & Technical Manager


Marion J. Washington
International Representative
District Council 6

APPENDIX "A"

INSURANCE BENEFITS

The Company agrees to provide the Saint-Gobain Flexible Benefit Program to all eligible Bargaining Unit employees during the life of this Agreement through the end of the calendar year 2017.

- A. The menu of options available to the Bargaining Unit will be the same menu of options provided to all Non-Bargaining Unit employees, with the following exceptions:
 - 1. Bargaining Unit employees shall have an additional Basic Life Insurance menu option of \$35,000 (Effective 1-1-2013), the amount will be increased to \$40,000 (Effective 1-1-2015); which is 100% funded by the Company through the end of the calendar year 2017.
 - 2. Bargaining Unit employees shall have an additional Accidental Death and Dismemberment option of \$35,000 (Effective 1-1-2013), the amount will be increased to \$40,000 (Effective 1-1-2015); which is 100% funded by the Company through the end of the calendar year 2017.
- B. The Company will provide Flexible Benefit Credits (Choice Dollars) sufficient to pay 80% of the cost of the low cost Medical Plan; 80% of the low cost Pharmacy Plan, and 80% of the low cost dental insurance plans for all coverage tiers.
- C. Employees who are eligible, with proof of adequate alternate coverage, will receive \$900.00 rebate for declining medical coverage, and/or \$100.00 for declining Pharmacy coverage, and/or \$100.00 for declining Dental coverage. Rebates for declining medical coverage, and/or pharmacy coverage, and/or Dental coverage will be distributed over forty-eight (48) weekly paychecks. If you are covered as an employee or dependent under any Saint-Gobain Company Medical, Pharmacy, or Dental Plan, you are not eligible for the Rebates described above.
- D. The Flexible Benefits Program shall be administered solely by the Company. Any and all enhancements and/or changes which are incorporated into the various medical, pharmacy, dental, life insurance or other benefit programs offered under the Saint-Gobain Flexible Benefits Program which are offered to its' salaried employees will be included in the menu of options provided to all eligible Bargaining Unit employees, including, but not limited to the addition and/or deletion of HMO's, PPO's and DMO's. In addition, it is understood that the Company may make other changes in various programs which are offered, these changes, if any, will apply unilaterally to all salaried and hourly employees participating in the Flexible Benefits Program.

- E. New employees of the Company, excluding those at any time previously employed by the Company, or exempted by occupation, will attain eligibility for the benefits the first of the month following the end of their probationary period.
- F. The benefits are described in detail in the Saint-Gobain Flexible Benefits Program Enrollment Workbook.
- G. **SHORT-TERM DISABILITY INSURANCE** – The Company shall pay the premium required to provide Short-Term Disability Insurance for a period of twenty-six (26) weeks in the event an employee is totally disabled from working by a non-occupational disability. Benefits from such insurance are payable from the first (1st) day of accident or hospitalization and the eighth (8th) day of disabling sickness. Effective January 1, 2013 the non-occupational short-term disability benefits are \$440.00 per week. Effective January 1, 2014 The weekly rate will increase to \$475.00 and effective January 1, 2015 the weekly rate will increase to \$500.00. Employees off on non-occupational short-term disability benefits will continue to participate in the Company's Flexible Benefits Program based on their election and will continue to make the appropriate employee contributions required, if any.
- H. **DISABILITY** - Employees off due to injury or disease will be continued to be insured for life insurance and medical insurance for a period of time equal to his/her seniority, or thirty-six (36) months or until he/she is no longer disabled, whichever occurs sooner. Employees will continue to be responsible for any contribution based on their plan elections on the same basis as active employees.
- I. **LAYOFF/LEAVE OF ABSENCE** – If an employee is on layoff or leave of absence, Insurance Benefits shall terminate at the end of the month in which an employee is terminated or laid-off or otherwise ceases active employment. Where the employee receives his/her vacation entitlement at the time of layoff, his/her Insurance Benefits shall continue until the end of the month in which the employee ceases active employment. Employees will continue to be responsible for any contributions based on their plan elections on the same basis as active employees. Participation in the Flexible Spending Account (Medical or Dependent) stops as soon as an employee is no longer on the active payroll. Following termination of coverage, employees may be eligible to continue their medical and/or dental coverage through COBRA. Employees may also be eligible to convert or port any terminated life insurance directly through the life insurance carrier, based on the policy in effect at the time of their termination of coverage.

- J. **TERMINATION** – When an employee is terminated or resigns, his/her benefits shall terminate as follows: All Life-Insurance and Accidental Death & Dismemberment Insurance, Short-Term Disability Benefits, Long-Term Disability Insurance, Long-Term Care Insurance and participation in the Flexible Spending accounts shall terminate as of the employee's date of termination. Medical, Pharmacy and Dental Insurance Coverage shall terminate on the last day of the month following said termination or resignation, except as provided under COBRA or as provided under any other policy in effect.

APPENDIX "B"

SAVINGS PLAN

The Company agrees that it shall establish and maintain a defined contribution individual account savings plan during the term of this Agreement.

ELIGIBILITY: For the purpose of eligibility for the Plan, all existing bargaining unit employees employed by Saint-Gobain Ceramics who have completed their probationary period shall be immediately eligible for participation in the Plan. Employees thereafter hired will be eligible the first of the month following the end of their probationary period.

CONTRIBUTIONS: The Company will maintain the Savings Plan (Defined Contribution Plan) as outlined in Appendix B, however, the rate of contribution will be increased to one dollar and eighty-five cents (\$1.85) per hour on May 21, 2012; one dollar and ninety-five cents (\$1.95) on May 20, 2013; two dollars (\$2.00) on May 19, 2014 and two dollars and fifteen cents (\$2.15) per hour on May 23, 2016 as defined in Appendix "B" and following the necessary Plan amendments as outlined below in "PLAN AMENDMENT."

The Plan administrator will be changed to Fidelity. The Company will pay the \$50,000 Plan Setup Fee.

The Company will pay the Annual Administrative Fee (Excluding Loan and Transaction Fees).

In addition, the Company agrees to contribute ten (10) hours per day for employees who serve Jury Duty, and ten (10) hours per day up to a maximum of two (2) weeks per calendar year for Military Service.

The Company agrees to protect members of the Union Negotiating/Grievance Committee against loss of Savings Plan contributions occasioned by such member's absence due to Union business. The Company shall contribute up to forty (40) hours per calendar year for each member of the Union Negotiating/Grievance Committee when they are absent from work due to Union business.

VESTING: All persons employed must complete three (3) years of continuous service including the twelve (12) months eligibility requirement. Immediate vesting occurs in the event of total and permanent disability or if the employee dies or upon normal retirement (age 65). And three (3) years of vesting is required. All payment shall be made in a lump sum upon termination of employment in an amount equal to the employee's vested interest.

PLAN AMENDMENT: The Plan will include Profit Sharing provisions. In addition, the Plan provides for voluntary contributions to be made by the employee through regular payroll deduction. The rate of contribution will be to the maximum permitted by the IRS for such Plans and the employee may authorize to have 2% to the maximum % of amount, i.e., 10% (in 1% increments) of their regular weekly earnings deposited into their voluntary account. These accounts additions will be made monthly by the Company.

QUALIFICATIONS: In the interest of employees and the Company, the Company intends to modify the Saint-Gobain Advanced Ceramics Savings and Retirement Plan to accommodate the above provisions and in a manner to gain the necessary IRS and ERISA qualifications and approval where applicable. The program is conditional upon the Company obtaining and retaining favorable determination from the above government agencies.

APPENDIX "C"

JOB DESCRIPTIONS

ALL JOB DESCRIPTIONS REQUIRE THAT EACH EMPLOYEE BE RESPONSIBLE FOR MAINTAINING A NEAT AND ORDERLY WORK AREA.

MATERIAL HANDLER – CLASS 3

Responsible for the moving of all materials to and from the storeroom, inspection areas, manufacturing areas, and receiving and shipping as requested. Makes piece count for the storeroom clerk. Performs the heavier type of work. Responsible for orderly arrangement and cleaning up of assigned area. Operates hi-lift.

EXTRUSION PRESS OPERATOR – CLASS 3

Responsible for operation of extrusion presses. Requires knowledge of vacuum and pressure system and proper pressures for various designs. Also operates small mixer under supervision.

EXTRUSION PRESS OPERATOR – CLASS 3 (Continued)

Incumbent should be requested to learn simple setup. Failure to perform such setup would not disqualify an incumbent to hold the job. The performance of such setup would not result in the elimination of the normal setup man's responsibility and job.

The incumbent is requested to learn such setups in order to broaden his/her range of skills and abilities.

CAR LOADER AND UNLOADER – CLASS 3

Loads and unloads tunnel kiln cars or periodic kiln cars. Responsible for proper building and loading of cars. Loads all types of ceramics. Exercises care in loading to prevent damage to parts.

INSPECTOR – CLASS 3

Responsible for inspection and entire product in all stages of manufacture. Requires knowledge of inspection properly packed and shipped in accordance with Company procedures and instructions as listed on sales order.

Puts material into inventory seeing that they are located in the proper area. Ships materials from inventory. Maintains proper records to indicate stock materials in inventory, additions to and shipments from inventory.

SHIPPING OPERATOR – CLASS 3

Performs all operations associated with the Shipping Department. These operations include such duties as identification of products, all types of packing, labeling, verification of counts, inspection, installation of inserts, loading and unloading of trucks, receiving incoming materials and supplies, movement of material as required, operates hi-lift, pallet trucks, or hand trucks or other related equipment to the Shipping Department.

MIXER/BATCH WEIGHER – CLASS 3

Loads, unloads and operates mixing, screening, ball milling and de-ironing or ferro-filtering machines. Adds lubricants and blends dry pressing materials.

Weighs all mixer charges and directs the work of the mixers. Mixes special batches and glaze. Must be familiar with raw material characteristics. Must exercise great care in weighing accurately to prevent wrong materials from entering batch.

Records necessary information on log sheets, sets aside Q/C samples and performs other miscellaneous functions directly related to the job such as, required slip rheological checks and required powder property checks, etc.

Considerable responsibility is involved.

PRESS TEAM OPERATOR – CLASS 3

Operates presses on manual or automatic operation, checks size of parts produced, makes simple adjustments to control quality of parts and loads pressed parts onto kiln decks or handling equipment as required. Uses adjacent mounted drill press to drill holes in parts during press cycle as required.

Will operate all automatic presses, including rotary, under supervision of setup person. Repetitive work with no knowledge of setups required. The incumbent is encouraged to learn setups and adjustments to broaden his/her range of skills and abilities. The incumbent will put product up and take off tables, conveyors, plates, manipulators and cleaning machines as required and put in proper containers to insure quality, quantities, identification and disposition of products. Prepares material for firing and desands as needed. The incumbent will be required to move their own material and to use statistical process control as needed.

CERAMIC OPERATIONS LABORER – CLASS 3

Primarily will be assigned to production on a day-to-day basis to support customer requirements.

Will be responsible to complete all types of work in which limited skills are required, for example: maintenance/carpenter helper assignments.

CARPENTER/MASON B – CLASS 3

Ability to take care of construction and repair work under direction of the Carpenter/Mason. Knowledge of all types of carpenter work required.

SPECIAL CONSIDERATION

The position will be posted as a Labor Grade 3 requiring a two-year training period. If work is performed at quality level, the individual will be promoted to Labor Grade 2 at the end of the two-year training period. The successful bidder will be required to stay in the occupation for the two years and will not be subject to bidding, bumping or layoff.

NOTE: The person serving as Carpenter/Mason B for the two-year training period will be the first person considered if an opening occurs for a Carpenter/Mason – Class 1.

PRODUCTION UTILITY PERSON – CLASS 3

Responsible for moving materials from the various production departments. Primary responsibilities are to support continuous production and inventory control. Secondary job responsibilities will be a Press Team Operator.

NOTE: This position includes variable break and lunch periods.

WATERJET CUTTING MACHINE MATERIAL HANDLER – CLASS 3

Performs, and is required to become proficient in operations necessary to maximize throughput of quality preengineered products with a low rate of rejection, while meeting required delivery dates.

The above includes: material handling, efficient use of green stock including drops, inspection, marking product for identification, removal of scrap, monitoring operation of the machines, and empty water tank as required. Incumbent must also keep accurate records of number and type of parts produced, inventory, order process documents, and other data including quality control/quality assurance records. Must be capable of reading blue prints, and of using common measuring equipment such as tape measure, straight edge, feeler gage, verniers, and performs other miscellaneous functions directly related to the job, such as drill press.

CERAMIC SETUP – CLASS 2

Sets up all machines with responsibility of maintaining proper operation of machines within specifications. Adapts tools, jigs, fixtures, and related equipment necessary for the manufacturer of special or sample parts. May be required to run trial and factor prints for size control. Reads and interprets blueprints. Provides at his/her own expense tools required to perform the job.

SLIP CASTER/MOLD MAKER START-UP OPERATOR – CLASS 2

Includes all operations to produce a quality product. The above operations includes, but are not limited to: moldmaking, mold preparation, slip casing, defining, drying, material handling, mold storing, kiln loading and inspection.

SPRAY DRYER OPERATOR/BATCHER MIXER – CLASS 2

Responsible for the start-up, operation and shutdown of the Bowen Spray Dryer. Requires an understanding of the function of all of the component parts of the Spray Dryer as well as related equipment, i.e., slip tanks, pumps. Must occasionally use own initiative and judgment to determine which control adjustments are necessary to assure continued efficient operation of the equipment.

Accurately sets and regulates spinner, oilers, water flow, damper, scrubber, cyclone and other associated equipment to control various temperatures, pressures, speeds and other critical settings according to established procedures.

Drums, labels, palletizes and stores finished material with use of hi-lift equipment. Records necessary information on log sheets, sets aside Q/C samples, and performs other miscellaneous functions directly related to the job.

Loads, unloads and operates mixing, screening, ball milling and de-ironing or ferro-filtering machines. Adds lubricants and blends dry pressing materials.

SPRAY DRYER OPERATOR/BATCHER MIXER – CLASS 2 (Continued)

Weighs all mixer charges and directs the work of the mixers. Mixes special batches and glaze. Must be familiar with raw material characteristics. Must exercise great care in weighing accurately to prevent wrong materials from entering batch. Considerable responsibility is involved.

KILN TEAM OPERATOR – CLASS 2

Operates all kilns, furnaces and dryers by following established procedures as far as necessary to ensure proper processing of the product.

Starts kilns and dryers, maintains proper operations by checking temperatures, pushers, instruments, operator valves, kiln pressure and burners. Dryer operations shall be construed as applying only to off-production hours. Installs charts, takes optical reading, places pyrometric cones and makes record of these observations. Must be able to make changes in the computer program to insure proper kiln operations.

Makes visual observations of kiln interiors, kiln cars, motors, belts and blowers to determine damage, malfunctions or deterioration. Performs routine operations such as maintaining sand seals and miscellaneous minor adjustments to assure high quality kiln processes.

Reports malfunction to supervisor and maintains kiln repair log.

Acts as plant fireman and maintains instrument panels, controls, control motors, transfer cars and associated equipment in clean and orderly fashion.

Statistical process control will be a function of the job duties.

Responsible for proper building and loading of cars. Loads all types of ceramics. Exercises care in loading to prevent damage to parts.

If a Kiln Team Operator needs to have his/her workday fulfilled, use the existing language in the Labor Agreement.

LAYOUT CUT OPERATOR – CLASS 2

Setup and/or operate machines normally used in layout cut work such as milling machines, lathes, band saws and drill presses with the responsibility of maintaining proper operation within specifications.

May be required to run trial and factor prints for size control. Makes templates and simple fixtures for cutting operations. Reads and interprets blueprints. Provide at his/her own expense tools required to perform the job.

TOOL & DIEMAHER – CLASS 2

Capable of making, assembling and adjusting all types of tools, dies and fixtures efficiently using all machines and equipment normally required in the tool and diemaker craft. Must be able to work from blueprints, sketches and instruction to required tolerances and specifications with a minimum of supervision. Capable of brazing when required in the construction of tools, dies and fixtures.

Will provide at his/her own expense tools necessary to perform the job.

Can progress to Senior Tool and Diemaker classification.

PRESS & DRILL OPERATOR/CERAMIC SETUP – CLASS 2

Operates presses on manual or automatic, checks size of parts products and makes simple adjustments to control quality of parts. Uses adjacent mounted drill press to drill holes in parts during press cycle.

NOTE: Primary job responsibilities will be Press & Drill Operator and secondary job responsibilities will be Ceramic Setup.

ISO MANUFACTURING OPERATOR – CLASS 2

In accordance with procedures, operates the Iso Press and produces parts. The incumbent will setup and/or operate lathe turning, cutting or other green finishing equipment within his/her work area with the responsibility of maintaining proper operation within specifications. Reads and interprets blueprints.

Concurrently incumbent may be required to run more than one piece of equipment.

LAB TECHNICIAN – CLASS 2

Performs in-process inspection, sampling production or developmental lots/parts as directed or according to established procedures at various stages of the manufacturing processes.

The incumbent will accurately operate the required equipment to perform and document any of the characterization techniques available internally to support the efforts and objectives of the Quality and Process Engineers. These tests include, but are not limited to the following: slurry or slip rheological tests and adjustment, including operation of the sedigraph; various powder tests for density and size or shape distribution; various components parts tests for dimensions, density, wear resistance, etc.

The incumbent will maintain neat, accurate records and logs of data. In addition, he/she must be able to utilize simple PC based spreadsheet and quality programs for data base entry.

LAB TECHNICIAN – CLASS 2 (Continued)

In addition, the incumbent will be required to perform various tasks as needed. These include, but are not limited to the following: Batching of stamping ink, patching slip, and PVA glue; also batch processing of lab jar mills and testing of developmental batches, as required.

SPECIAL CONSIDERATION:

The incumbent will require specialized training to operate the various characterization equipment. Based on these circumstances, it is necessary to restrict movement in this occupation for a period of time to insure that the above objectives are met. Therefore, the job will be posted with a six month probationary training period, as a Class 2 Lab Tech. After the training period, the individual in the occupation will be promoted to Labor Grade 1.

During the training period, the incumbent will not be subject to bidding or bumping for any reason, aside from this, the position will be treated according to the terms of the Labor Agreement.

WATERJET CUTTING MACHINE OPERATOR – CLASS 2

Performs, and is required to become proficient in operations necessary to maximize throughput of quality preengineered products with a low rate of rejection, while meeting required delivery dates.

The above includes: operation of waterjet cutting equipment, material handling, efficient use of green stock including drops, inspection, marking product for identification, removal of scrap, monitoring operation of the machine, change/clean filters, orifices and empty water tank as required. Incumbent must also keep accurate records of number and type of parts produced, inventory, order process documents, and other data including quality control/quality assurance records. Must be capable of reading blue prints, and of using common measuring equipment such as tape measure, straight edge, feeler gage, verniers, and performs other miscellaneous functions directly related to the job, such as drill press. Must occasionally use own initiative and judgment to determine which control adjustments are necessary to assure continued efficient operation of the equipment.

NOTE: To maintain skill level at operating waterjet, successful bidder must operate Waterjet Cutting Machine at least two full shifts per week.

NOTE: This position includes variable break and lunch periods.

CARPENTER/MASON – CLASS 1

Performs all duties of Carpenter/Mason B.

In addition performs various masonry work in connection with rebuilding kilns and kiln cars and installation and relocation of machinery specific to the Latrobe facility.

In performance of above duties, may be required to lay brick, pour and finish cement, read blueprints and layout machine installations from prints, use a transit, and requisition materials necessary to the job.

CERAMIC MAINTENANCE MECHANIC – CLASS 1

Installs and repairs machines. Fabricates machines, does sheetmetal work and all types of welding, pours bearing metals, pipe fitting, requisitions necessary materials and performs a variety of other work incidental to the repair and maintenance of the plant and plant machinery. Ability to make all repairs and adjustments under general direction.

Must provide at his/her own expense, tools necessary to perform the job as listed in the department.

SENIOR TOOL & DIEMAKER – CLASS 1

Capable of making all types of dies, tools, fixtures and jigs, especially ceramic pressing dies, pierce and punching dies, form dies and drawing dies. Must be capable of operating all types of machines in the Tool and Die Shop normally required of those in the tool and diemaker craft, efficiently to within the limits of the capabilities of the machine and equipment. Must be able to take component parts of a tool, die jig, fixture or machine and check size and be able with a minimum of guidance, to make necessary adjustments to cause the tool, die, fixture or jig to assemble properly and function with a minimum of maintenance. Must be able to work with all types of tool or die materials and prepare them for machining. Must be able to braze, when required, in the construction of tools, dies, fixtures, or jigs, and to operate electrical discharge machine. Capable of instructing others. Works without supervision.

ELECTRICIAN – CLASS 1

Install and repair all types of electrical equipment including instruments and automatic control panels with only general direction. Knowledge of all types of electrical and instrumentation work required. Must provide at his/her own expense tools necessary to perform the job as listed in the department.

LEAD PERSON – CLASS 1

A lead person classification will be established for second and third shift at a rate of pay equal to Labor Class 1. The lead person shall perform the job to which he/she is assigned, as well as direct and assist work of other employees.

MASTER LAYOUT AND CUT OPERATOR – CLASS 1

Performs all operations of the layout and cut positions and in addition, instructs, trains and performs other work in support of the development of new products or processes or the improvement of existing products or processes.

ELECTRO MECHANIC – CLASS 1A

Fabricate, install, repair and maintain from prints or by general direction various types of electrical equipment including, but not limited to: instrumentation, automatic controls, poly phase motors and general plant power distribution components. Possesses welding and burning skills. Fabricate, install, repair and maintain from prints or general direction, various types of mechanical equipment including, but not limited to: hydraulic drives, pumps, machine tools and fluid power components. Possesses sheetmetal, pipefitting and structural fabricating skills. Ability to make all repairs and adjustments under general direction. Capable of instructing others and requisitioning materials. Will perform any testing and measuring when required with machine maintenance. Must provide at own expense tools necessary to perform the job.

Responsible for maintaining various types of equipment, operating logs, programs and records as designated.

Proficient with effective trouble shooting and problem solving techniques.

Should possess one of the following: Journeyman's Card, Associated Technical Degree, or appropriate years of equivalent experience.

SENIOR TOOL & DIEMAKER – CLASS 1A

Capable of making all types of dies, tools, fixtures and jigs, especially ceramic pressing dies, pierce and punching dies, form dies and drawing dies. Must be capable of operating all types of machines in the Tool and Die Shop normally required of those in the tool and diemaker craft, efficiently to within the limits of the capabilities of the machine and equipment. Must be able to take component parts of a tool, die jig, fixture or machine and check size and be able with a minimum of guidance, to make necessary adjustments to cause the tool, die, fixture or jig to assemble properly and function with a minimum of maintenance. Must be able to work with all types of tool or die materials and prepare them for machining. Must be able to braze, when required, in the construction of tools, dies, fixtures, or jigs, and to operate electrical discharge machine. Capable of instructing others. Works without supervision. Must be certified as a Journeyman Tool & Diemaker.

APPENDIX "D"

JOINT STATEMENT OF QUALITY, IMPROVED PRODUCTION AND INVESTMENT

Saint-Gobain Ceramics and the UE recognize that special effort will be required by all Company employees to improve the Saint-Gobain organization in general. From time-to-time, the Company may undertake special studies and activities to address such issues. Saint-Gobain Ceramics management shall make the results of reports, studies and activities known to the Negotiating Committee of UE Local 622.

UE Local 622 urges all of its members to continue to improve the quality and efficiency of their work. Saint-Gobain Ceramics management reaffirms its commitment to attempt to attract greater investment and new products to the plant in order to protect current jobs and create increased employment opportunity.

The Negotiating Committee of Local 622 is most eager to work with management to resolve any problems or technical difficulties which might arise from new investment and product introduction in the Latrobe facility and will support management in its effort to attract such investment.

All jobs contain quality as an integral element of the daily activities. Saint-Gobain Ceramics' philosophy and policy place the primary responsibilities for quality of product, workmanship and service in the hands of each individual employee as pertinent to his/her individual work task. Consistent with the requirement of ISO-9000 certification all employees will need to support and comply with procedures and documentation of compliance as needed.