

AGREEMENT

Between

THERMAL CERAMICS INC.

and

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS,
AND HELPERS, LOCAL NO. 83**

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AGREEMENT

This AGREEMENT is made and entered into as of 12:01 AM, November 15, 2007, by and between Thermal Ceramics Inc. (hereinafter referred to as the "Company") and Local No. 83 of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers (hereinafter referred to as the "Union").

For THE PURPOSES SET FORTH, and in consideration of the mutual promises of the parties contained herein, the parties do hereby covenant and agree as follows:

ARTICLE I - PURPOSE

Section 1. It is the intent and purpose of this Agreement to promote the friendly industrial and economic relationship between the employees of the Company and to set forth herein the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

Section 2. The Union, therefore, agrees that it will cooperate with the Company and support its efforts to assure a full day's work on the part of the employees; that it will actively combat any practices which restrict production. The Union further agrees that it will support the Company in its efforts to eliminate waste in production; conserve materials and supplies; improve the quality of workmanship; prevent accidents and strengthen good will between the Company, the employees, the customers and the public.

ARTICLE II - RECOGNITION

Section 1. The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent in matters pertaining to rates of pay, hours of employment, and other conditions of employment for all production and maintenance employees at the Company's facilities located at 221 Weaver Street, Emporia, Kansas but excluding all other employees, and professional employees, guards and supervisors as defined in the National Labor Relations Act.

Section 2. The Union's representation is limited to the employees in the bargaining unit, and does not pertain to the work they perform.

Section 3. The Company agrees not to sublet any of its work to any other concern to be conducted on Company plant facilities for the sole and primary purpose of discrimination against the Union. However, this section shall not be construed to prohibit the Company from exercising any of its rights and prerogatives as provided in Article III of this Agreement.

Section 4. The employees represented by the Union and covered by this Agreement are sometimes herein collectively referred to as "employees" or individually as the "employee".

Section 5. The term "he" shall be deemed and construed to mean "he or she" and the term "man" shall be deemed to mean "male and female".

Section 6. The parties agree to abide by all valid applicable nondiscrimination laws.

ARTICLE III - MANAGEMENT RIGHTS

Section 1. The Company retains sole and exclusive responsibility for the management of the business and the direction of the working force and complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, except as specifically modified by this Agreement, including by way of general example and not by limitation, exclusive authority to determine the nature and location of operations; the sole right to hire, discipline, discharge for just cause, lay-off, recall, assign shifts, assign work or make job assignments, promote and transfer employees; to determine the source and essential character of components, parts and pre-assemblies to be produced, contracted or subcontracted and the type of products and components to be manufactured; the methods, processes, standards of production and the continuance, discontinuance, establishment, or re-establishment or modification of such methods; installation of new equipment, establishment of new departments and discontinuance of existing departments and the right to sub-contract work; subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in the express provisions of this contract, all without liability to the Union or the employees, except as may be required by law.

Section 2. The Company shall retain the right to determine the location at which its operations shall be conducted and may, in its discretion, discontinue, resume or relocate any operation without liability to the Union or the employees except as may be required by law or by an express provision elsewhere in this Agreement as that provision expressly sets forth and applies. However, the Company agrees that it will not change the location of the operations, in whole or in part, for the sole and primary purpose of discrimination against the Union, however, this section shall not be construed to prohibit the Company from exercising any of its rights and prerogatives as provided above and elsewhere herein.

Section 3. The foregoing enumeration of the rights of Management is not intended to exclude other management rights not specifically enumerated. The only limitation on any management right, power, privilege, prerogative or authority which the employer had or possessed prior to its having recognized the Union, shall be such express limitation by a specific provision of this Agreement as that provision expressly sets forth.

Section 4. The Company shall specifically retain the right to establish new departments within the bargaining unit, and employees assigned to such departments shall be paid in accordance with the provisions of Article XVI of this Agreement.

Section 5. Provisions of this Article shall not be subject to the grievance procedure or arbitration unless a specific Article of this Agreement applies to the specific situation and so provides.

Section 6. It is understood and agreed by the parties that the exercise by the Company of any of the rights and prerogatives set forth or provided herein shall not constitute a lockout.

ARTICLE IV - DISCIPLINE AND DISCHARGE

Section 1. Employees are entitled to retain their job on the basis of good behavior, efficiency, honesty and the availability of work to be performed. The Company shall have the right to discipline or discharge any employee who fails to meet the foregoing conditions, and particularly, but without limitation, the following will be considered sufficient grounds for discipline or discharge of an employee:

1. Stealing.
2. Unjustified refusal to follow instructions of a Supervisor, provided; only a bona fide reason based entirely on a bona fide question of health or safety for the employee shall constitute a justified refusal.
3. Gambling, in any form, on Company property, or on the premises of any Company project.
4. Bringing liquor or narcotics into the plant, or use while on Company property, or reporting for duty or found under the influence of them while on Company property, on a construction project, or in a Company vehicle.
5. Willful neglect or carelessness resulting in damage to Company property or equipment, or deliberate destruction or damage of property or equipment of the Company, of a customer or of another employee of the Company.
6. The Company will follow applicable law regulating their discipline of an employee for excessive garnishments.
7. Absent from work for one (1) working day without a bona fide excuse upon return to work.
8. Absent from work for three (3) consecutive working days without notification to the Company.
9. Failure to return as scheduled from a leave of absence authorized by the Company in writing.

10. Failure to return to work from a layoff within the time limits provided in Article VII, Section 7.
11. Working for another employer when the Company has available work during a scheduled work period. Sundays and holidays are not scheduled workdays unless an employee is working the continental shift or a staggered work week.
12. Unreasonable or unjustified repeated tardiness within a nine (9) month period.
13. Willfully punching, altering, making unavailable or destroying another employee's time card or falsifying any company document.
14. Refusal to accept an overtime assignment if the employee has not worked twelve (12) hours per day or sixty (60) hours per week, subject to the provisions of Article IX, Section 1.
15. Violation of safety rules including failure to wear safety equipment specified and provided directly or indirectly by the Company.
16. Recklessness or horseplay.
17. Possessing a prohibited weapon (by law) on the person on Company property.
18. Submitting or having submitted false information or omitting required information when applying for employment with the Company where such matter pertains directly or indirectly to the business or the operation thereof.
19. Intimidating, coercing, threatening or interfering with an employee or a customer of the Company on or off the Company premises.
20. Removing, destroying or defacing a Company posted bulletin or property.
21. Deliberately testifying or reporting falsely concerning a matter pertaining directly or indirectly to the business or to the operation thereof, a matter pertaining to the application or the observance of this Agreement or to any incident, situation or circumstance involved directly or indirectly in the application or the observance of this Agreement.
22. It is also agreed that there are other conditions which will justify discipline or discharge and the Company reserves the right to judge any offense in light of the actual happening. The foregoing enumeration is merely by general example and not by way of limitation.

Section 2. Any employee who has been disciplined or discharged may appeal through the grievance procedure as provided in Article V and Article VI, Section 3(f).

Section 3. The right and responsibility of the Company to determine and establish and to maintain and enforce reasonable standards of production and standards of quality is fully recognized. Continued failure of an employee to meet the standards as established will be

considered as due cause for discipline or discharge. The Company shall not be required to retain in its employment any employee who, by himself or in concert with others, engages in an attempt or participates in any plan to control or limit the amount or speed of production or adversely affect the quality of production items.

In the event the Company decides to establish an Incentive Plan during the term of this Agreement, the Union shall be notified and given an opportunity to discuss the Incentive Plan rates before the plan is placed into effect by the Company.

Section 4. The Company shall retain the right to establish and enforce reasonable work rules.

ARTICLE V - GRIEVANCES

Section 1. Definition of Grievance

For the purpose of this Agreement, a grievance shall be limited to a written specific allegation by an employee that the Company has not complied with the express terms of a cited provision or provisions of this Agreement as such provision or provisions apply to such employee. Should any grievance arise, an earnest effort shall be made to promptly resolve such dispute, claim or complaint in accordance with the grievance procedure set forth herein.

Section 2. A grievance committee of not more than two (2) members who are actively employed by the Company may be established by the Union for the purposes of representing employees in the plant for purposes of the grievance procedure. The selection of the committee and its chairman shall be left to the Union.

Section 3. It is understood that an employee may present an oral complaint to his immediate supervisor at any time. A grievance shall be first presented in writing signed by the employee to his immediate supervisor within three (3) workdays after the grievance becomes known or should have become known to the employee. The employee and a committeeman, if the employee so desires, may meet with the employee's immediate supervisor after working hours to discuss a grievance, if a satisfactory solution is not reached at the time of filing the grievance. In no event shall the employee or a grievance committeeman leave his area of employment to discuss a grievance during working hours. The supervisor shall give his written reply within three (3) workdays following the presentation of the grievance.

Step 1. If the grievance, following such discussion has not been resolved, the employee may request a committeeman to initiate a written notice to grievance within three (3) workdays on a form provided. If the grievance is not settled at this point, it shall be handled in the following manner.

Step 2. A grievance not settled in Step 1 may be appealed by the committeeman presenting the written grievance with notice of appeal to the immediate supervisor within three (3) workdays from the supervisor's answer to Step 1. A meeting shall be held within three (3) workdays after notice of appeal is given between

the immediate supervisor and the Plant Superintendent or his designated representative, the employee, the committeeman and the chairman of the committee. Such meeting shall be held at the time designated by the Company. The Plant Superintendent or his designated representative shall give his written answer within three (3) workdays after the meeting with a copy to the chairman of the committee.

Step 3. A grievance not settled in Step 2 may be appealed by the committee presenting the written grievance with notice of appeal by a member of the committee to the Plant Manager within five (5) workdays from the receipt of the Step 2 answer. A meeting shall be held at a time designated by the Company within ten (10) workdays between the Plant Manager, or a delegate selected by the Company and any members of Management, and a Representative of the Union and the Committee. Both the Company and the Union may call in participants in previous steps in the grievance procedure. The Plant Manager, or his designee, shall give his answer within ten (10) workdays after the date of such meeting.

Section 4. Rules Governing Grievances

- (a) A written notice of grievance, submitted and replied to, may not be resolved between the aggrieved employee and any Company representative, unless the Union is represented by a committeeman at such hearing.
- (b) A grievance as provided above involving a dispute, claim or complaint between the Company and the Union over the interpretation or application of any provision of this Agreement, that affects all or a substantial number of employees, may be initiated by the Union at the third step of the grievance procedure.
- (c) Settlement of a written grievance shall be in writing with copies thereof retained by both parties, and the parties, and the participating representatives of the Company and of the Union in each step of the grievance procedure are hereby fully empowered to bind the parties in respect to the settlement of a grievance, but no such settlement shall operate as a change, modification or addition to this Agreement or constitute a precedent in future cases.
- (d) Retroactive adjustment of any grievance shall be limited to the date the grievance becomes known or should have become known to the employee in accordance with Section 3 of this Article.
- (e) Failure of the Company to answer any grievance within the time limits specified herein shall automatically move the grievance to the next step. Any of the foregoing time limitations may be extended by mutual consent of the parties.

- (f) For the purpose of this Article, Saturday, Sunday and holidays will not be considered working days.
- (g) When two or more employees have the same grievance, it shall be filed as one grievance. Regardless of the number of employees affected, the Union may select not more than two (2) employees to represent the group.

Section 5. Notwithstanding any other provision contained in this Article, at any meeting involving an employee and concerning a grievance, at the request of supervision, away from the employee's work area, the employee shall have the right to have a committeeman present upon request of the employee.

ARTICLE VI - ARBITRATION

Section 1. Arbitrability of Grievance

- (a) The arbitration procedure hereinafter provided for shall extend only to those issues which are arbitrable under this Agreement. For a grievance to be arbitrable, it shall meet the following conditions:
 - 1. It must have been properly and timely processed through the complete grievance procedure, unless the time limitations have been extended by mutual agreement.
 - 2. It must specifically allege the violation of a cited provision or provisions of this Agreement as such provision or provisions are expressly set forth.
 - 3. It must not require the arbitrator, in order to rule on the grievance, to add to, subtract, modify or to extend the express meaning to any extent of any terms of this Agreement or to exceed the scope of this jurisdiction as specified in the express terms of this Agreement.
- (b) In the event that a question of arbitrability is placed before an arbitrator, he shall decide the question of arbitrability prior to hearing of the case on its merits, if such is necessary, however, the Arbitrator has authority to determine both issues simultaneously if he desires.

Section 2. Request for Arbitration

The Union may elect to seek arbitration of any arbitrable issue as such may be specifically provided for above and in that event, a written request to arbitrate shall be made within fifteen (15) calendar days following the date of reply in the third step of the grievance procedure and such request shall state the issue proposed to be submitted to arbitration, the provision or provisions of the Agreement on which the claim rests or out of which dispute arises, and the relief or remedy sought. Failure to serve the above notice within the time limitations specified, the grievance will be considered abandoned and settled on the basis of the last answer given by the Company.

Section 3. Selection of Arbitrator

- (a) Within ten (10) days after written notification to arbitrate has been submitted, the Company and the Union shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of five (5) arbitrators. It is recognized that either party hereto may reject in its entirety any panel submitted by the Federal Mediation and Conciliation Service. Upon receipt of an acceptable panel, the parties shall alternately strike a name from the panel until one (1) name remains and the remaining name shall be the arbitrator. As to the first arbitration case submitted under this Agreement, the Union shall be the first to strike a name and in subsequent arbitrations, the parties shall alternately strike first.
- (b) The arbitrator's jurisdiction to make an award shall be limited by the submission agreement and confined to the interpretation or application of the express provisions of this Agreement as they are expressly set forth.
- (c) The arbitrator shall not have jurisdiction to make an award which has the effect of amending, altering, enlarging or ignoring the express provisions of this Agreement, nor shall he have jurisdiction to determine that the Company or the Union by practice or implication have amended or supplemented this Agreement, unless the Company and the Union shall expressly submit to them the issue as to whether such as an agreement by practice or implication was made. The arbitrator's award so made shall be final and binding. In addition, it is understood that any past practices engaged in by management prior to the execution of this Agreement shall not be considered as an amendment or supplement.
- (d) Any claim for wages whether retroactive or not shall be limited to actual overall net losses incurred by the employee, his wages being computed at forty (40) hours per week, and deducting such other compensation as he may have received or which may be due him for the award period. In no case shall the arbitrator have authority to award punitive damages.
- (e) A grievance as provided above, alleging the violation of this Agreement and pertaining to any disciplinary action, including

discharge, taken by the Company and which was based upon a violation of a provision, work rule or regulation in/or provided for in this Agreement shall be subject to arbitration; provided in case of discharge and in such case in which the employee denies his guilt and presents a grievance as provided herein above and in so doing and at or prior to the Union's and/or employee's filing in Step 2 of the grievance procedure presents the full evidence of his innocence which he would have an arbitrator review, then in such case only, the sole question of whether the employee did commit the violation on which the disciplinary action was based may be submitted to arbitration. In such case, should the Arbitrator, reviewing only such evidence as the claimant had timely submitted to the Company and the evidence the Company had submitted in arbitration, rule that the employee has not committed the alleged violation the grievant may be restored to his former position or at the Company's option, a position of substantially equal compensation basis, together with such compensation as he would have received based upon his wage rate at the time of his termination for forty (40) hours per week, for the elapsed period dating from and including the first work day following the work day on which the Company received from him and had available during business hours, such complete and full evidence of his innocence as required above in this Section, and less any amount received by him or due him for such award period in wages, commissions or other compensation from any sources.

- (f) In any matter presented to him for arbitration, should the arbitrator find that the Company had substantial or dominant reason for its decision and/or action in the matter presented the decision and/or action of the Company shall stand.

Section 4. The expense of the arbitrator shall be borne equally by the parties.

ARTICLE VII - LAYOFFS, RECALLS AND TRANSFERS

Section 1. The parties recognize the right and need of the Company to have and maintain a qualified work force at all times. In the event of layoffs which shall exceed five (5) days, said layoffs shall be by seniority within a job classification subject to the right of the company to maintain a qualified workforce. Such determination will be based on ability, qualifications, seniority, and efficiency.

Section 2. In the event of layoffs of more than five (5) days, the following factors will be considered as to employees working in the same job classification, and when factor (a) is determined by the Company to be substantially equal as among two or more employees, factor (b) will be controlling:

Factor (a): Ability, qualifications and efficiency in performing the available and required work.

Factor (b): Seniority within classification.

For the purpose of the evaluation system only, it is agreed the term "substantially equal" is defined as a differential of above nine percent (9%).

Section 3. Employees will be retained or recalled under this Article only where such employees, in the opinion of the Company, are competent and able to do the available work and are willing to accept such work at the then prevailing wage rate for such work.

Section 4. While an employee shall not have a vested interest in a particular job assignment, in the case of a permanent transfer of an employee from one job classification to another, the Company will endeavor to give due regard to seniority when, in the judgment of the Company, the employees so considered are substantially, equally qualified (including ability, qualifications and efficiency) to perform the work that must be filled. Under the provisions of this Section, a transfer shall be deemed temporary where an employee is transferred to another job classification to fill a vacancy created by the absence of another employee or where the transfer is for a period of less than sixty (60) work days.

Section 5. The employees will be notified two (2) working days prior to a layoff and a list of employees to be laid off will be furnished promptly to the Chairman of the Grievance Committee advising of the date of the layoff.

Section 6. Employees with classification seniority who meet the above listed qualifications and who are willing and qualified to perform the work to be done shall be recalled in reverse order to that in which they are laid off and shall return to their previous work assignment as conditions permit subject to the provisions of Sections 1, 2 and 3 of this Article.

Section 7. Notice of recall may be given by telephone. If the Company is not able to contact the employee by telephone, it will notify him by Registered or Certified Mail at his last known address. Employees will have seven (7) calendar days from receipt or thirty (30) days from mailing of such notice, whichever occurs first, to report for work unless special permission is obtained from the Company. In no event shall an employee be entitled to back pay pursuant to

this clause, but shall be entitled to the work he would have been assigned if he reports to work within the time limits set forth herein.

Section 8. When the Company determines that a job opening exists within any classification or when a senior position is vacated, it shall post such openings on a Company bid board dedicated to job bid postings and awards only. Such bid board shall be located in the time clock area. The Company will post such job bids for a minimum period of not less than five (5) working days (Saturdays, Sundays, and Holidays excluded).

Any employee may bid for the open position by signing the job bid posting. The Company will review all bids and will select the best qualified bidding employee. If the qualifications of the bidding employees do not meet the job criteria then the position can be filled from outside the workforce. If two or more bidding employees do meet the job criteria, then the job bid will be awarded to the most senior bidder.

Whenever a position has been filled by temporary labor for a period of sixty (60) days, without that position having been posted for bid immediately prior to the use of temporary labor, then the Company will post such position for bid as a job opening after such sixty (60) day period, and prior to hiring a new employee or transferring a temporary employee for such position.

ARTICLE VIII - HOURS OF WORK

Section 1. An employee's work day shall be defined as a consecutive twenty-four (24) hour period beginning with the regular starting time of his shift.

Section 2. The work week payroll period shall be from 12:01 AM Monday morning, through 12:00 midnight the following Sunday. The regular scheduled shifts (except for continuous operations) shall consist of five (5) consecutive eight (8) hour days, Monday through Friday, inclusive.

Section 3. Scheduling.

- (a) The work shifts specified in this Article shall not restrict the Company's right to schedule work hours to begin and end at other times. Nothing in this Agreement shall be interpreted as guaranteeing a definite number of hours per day or days per week.
- (b) The Company may change or establish work schedules or shifts, and may increase or decrease the number of scheduled workdays per week for an operation, department or entire plant, however the Company may work an entire department or the entire plant on a reduced work week for a period of not longer than three (3) weeks.
- (c) The Company shall endeavor to give at least forty-eight (48) hours advanced written notification of employee shift assignments or work schedules, except in cases of emergency.

Section 4. Employees shall have a ten (10) minute break period for every four (4) hours worked. The time for the break period will be posted on the bulletin board. Smoking is not allowed anywhere on the Company premises.

Section 5. Employees shall be paid normally on Wednesday, during working hours for all work performed during the previous work week. Errors in paychecks of less than two (2) hours straight time pay or equivalent shall be corrected and adjusted on the following paycheck. Employees who are discharged shall receive their wages and personal property in full immediately when practicable but within five (5) work days thereafter. Employees who quit shall receive their wages and personal property in full on the regular payday for their last employment. An employee being laid off shall be paid on his regular payday.

ARTICLE IX - OVERTIME

Section 1. The Union recognizes the right of the Company to require overtime work. The Union pledges on behalf of the employees and itself that employees shall accept overtime assignments, occurring before and after their regularly scheduled working days or on days when work is not regularly scheduled; however, consideration shall be given by the Company when overtime would work a hardship on an employee. Every effort will be made by the Company to distribute overtime as equitable as practical among the employees within each job classification on each shift during a calendar year period, provided that in the judgment of the Company the employee is qualified and capable of doing the work available. This sentence does not imply an equal distribution of overtime. Employee or employees regularly engaged upon the job for which overtime is required shall have the first right to work during such overtime period or periods. Employees offered overtime shall be charged with those hours even though they may be permitted not to work them. For the purpose of charging overtime, an employee will be charged for hours actually paid or would have been paid if he had worked. Employees on vacation or required Military Reservist or National Guard duties shall neither be scheduled nor charged for available overtime work during the time they are on vacation, required Military Reservist or National Guard duties. When an employee is transferred into another job classification or if he is recalled from layoff status or newly hired, he shall be charged with the highest overtime hour accumulated in the newly assigned job classification. Should it be determined that an inequitable distribution of overtime does exist, the aggrieved employee shall be offered appropriate available overtime to correct the deficiency. Nothing in this Agreement shall be construed to require the Company to pay an employee in lieu of overtime not actually worked.

Section 2. In areas not working seven (7) days per week, twenty-four (24) hours per day, on a regular basis, time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work week and double time will be paid on Sunday.

Section 3. In areas working seven (7) days per week, twenty-four (24) hours per day, on a regular basis, time and one-half the regular straight time rate will be paid for all hours worked in excess of eight (8) hours in a work day (10 hours in a work day for a Continental Shift) and forty (40) hours in a work week and double time will be paid only on the scheduled seventh day of such shift. Should the company change an employee's shift that results in that employee working more than five (5) consecutive days, then that employee shall receive time and one-half their regular straight time for the sixth (6th) consecutive day worked, and shall receive double their regular

straight time rate for the seventh (7th) consecutive day worked, regardless of whether such days are in the same pay period as defined in Section 5 of this article,

Section 4. The term "Continental Shift" refers to a twenty-four (24) hour period being covered by two (2) twelve (12) hour shifts. The normal work week period consists of three (3) days (nights) on, followed by three (3) days (nights) off. The starting time of the shift constitutes the calendar day being worked.

Section 5. For purposes of calculating weekly overtime, work week is defined as from 12:01 AM Monday through midnight Sunday.

Section 6. There shall be no pyramiding of overtime and/or premium pay for the same hours worked.

Section 7. Hours paid but not worked shall not be counted in the computation of overtime, except hours paid but not worked on Company paid holidays, regularly scheduled vacations, funeral leave, jury duty, sick days, and paid lost-time due to work related accidents. A regularly scheduled vacation is one scheduled thirty (30) days prior to vacation or a designated time agreed upon by both parties, except the employee may use up to three (3) single days of vacation providing said days are scheduled no later than the end of the previous shift.

ARTICLE X - SENIORITY

Section 1. After an employee has completed his probationary period by working sixty (60) days, he shall obtain plant seniority from the first day of employment with the Company following his last date of hire except as may be provided elsewhere in this Agreement.

Section 2. Plant seniority and regular employee status shall terminate when an employee:

- (a) Quits for any reason.
- (b) Is discharged for just cause.
- (c) Fails to report for work as scheduled for three (3) consecutive days without notification to the Company.
- (d) Is laid off for a period exceeding twelve (12) months up to three (3) years service and one (1) additional month for each full year of service, thereafter, not to exceed eighteen (18) months.
- (e) Fails to return to work from a layoff within the time limits provided in Article VII, Section 7.

- (f) Is absent from work for any reason, other than military service or authorized leave of absence including an on-the-job injury, for a period exceeding six (6) months, except as provided for layoffs in item (d) of this Section.
- (g) Fails to return to work when scheduled to do so at the end of an authorized leave of absence.

Section 3.

(a) For the purpose of determining seniority for an employee being returned to the bargaining unit, any employee, who as a result of promotion or transfer by the Company becomes classified outside of the bargaining unit immediately after having served within the bargaining unit as described in Article II, Section 1, and who remains within the employ of the Company, shall continue his seniority during the period that he is classified outside the bargaining unit.

(b) For the purpose of determining seniority, an employee being promoted or transferred into a classification within the bargaining unit as described in Article II, Section 1, but who, during his continuous uninterrupted service for the Company, did not previously serve in a classification within the bargaining unit, shall accumulate seniority from the first date he serves as an employee within the bargaining unit.

Section 4. A new seniority list shall be posted on the Company bulletin board after the end of each six (6) month period.

Section 5. Shift preference will be determined by classification seniority. Any employee who wishes to transfer from one shift to the other may do so if a qualified replacement of less classification seniority is available from the shift he or she wishes to transfer to. A qualified replacement is an employee who has the skills that pertain to the work to be performed. Current classifications as shown in Appendix A.

ARTICLE XI - VACATIONS

Section 1. Except as provided in Article XIII of this Agreement, an employee's vacation time will be computed as of the anniversary date of his last date of hire with the Company and he shall be entitled to the following number of hours of straight-time pay as set forth below for vacation purposes.

- (a) After one (1) year from his last date of hire - 40 hours.
- (b) After two (2) years from his last date of hire - 80 hours.
- (c) After seven (7) years from his last date of hire - 120 hours.
- (d) After twelve (12) years from his last date of hire - 160 hours.

Section 2. Eligibility for vacation pay will be based upon continuous employment commencing with the employee's last date of hire with the Company. Therefore, when an employee has completed his first year of employment, he shall be paid his vacation pay by a separate vacation paycheck in accordance with Section 1 (a), after completing his second year of employment, he shall be paid his vacation pay in accordance with Section 1 (b), and after completing his seventh year of employment, he shall be paid his vacation pay in accordance with Section 1 (c), and after completing his twelfth year of employment, he shall be paid his vacation pay in accordance with Section 1 (d).

An employee who has completed his first year of employment with the Company and has worked a portion of the second year shall, at his option, be entitled to a pro-rata portion of his vacation (based upon one-twelfth [1/12] per each month worked in whole day increments since the anniversary date of the previous year) should he quit, be laid off or terminated, provided, however, that such employee who quits the Company has given the required two (2) week notice on the form furnished by the Company. In the event a laid-off employee is reinstated, he shall not receive vacation pay for any period for which he has already received a pro-rata.

Section 3. Except as provided in Article XIII of this Agreement, eligibility for vacation pay will be based upon continuous employment commencing with the employee's last date of hire with the Company. Continuous employment will require at least fifteen hundred (1500) hours worked during his qualifying employment year. To be eligible for any vacation pay, an employee must have worked ten hundred (1000) hours during the employee's preceding employment year. Employees who have worked at least ten hundred (1000) hours, but less than fifteen hundred (1500) hours, shall be entitled to a pro-rata portion of their vacation pay. Employees who work fifteen hundred (1500) hours during the preceding year will have full vacation eligibility.

Section 4. An employee eligible for vacation pay, and who is requested by the Company to work rather than take his vacation, shall receive the pay whether a vacation is taken or not unless the employee chooses to reschedule his vacation for an alternate period with management approval. An employee who has made prior arrangements (airline or motel reservations, etc.) shall not be required to change or forfeit his vacation.

Section 5. Vacation days will be arranged at the mutual convenience of the employee and the Company insofar as possible. The employee's request for vacation days should be made to the employee's immediate supervisor so that the request can be processed to the convenience of both employee and the Company. However, the Company reserves the right to close the

plant for one or more weeks each year for the purposes of allowing vacation time to employees.

Section 6. The Company may require an employee or employees to work during a vacation period accomplished by a plant closing where production or maintenance demands require it; however, the Company shall endeavor to permit as many employees as possible to be absent during their vacation; provided, further, employees required to work at such times shall be entitled to a vacation arranged at the mutual convenience of the employee and the Company.

Section 7. At least four (4) weeks prior to November 1 of each year, each employee shall notify the Company, in writing, of his or her first and second choice for the following year and insofar as practicable, his or her vacation will be granted at times most desired by the employee in question, with due regard for seniority, provided, however, that the final allocation of vacation periods shall rest with the Company in order to ensure continuity of plant operation. At least two (2) weeks prior to November 1, the Company will inform employees of the vacation period allotted to them.

Section 8. Employees who accrue vacation days with pay may use vacation time at their option for non-occupational sickness or injury. The following criteria must be adhered to:

- (1) Up to five (5) days of accrued vacation may be used.
- (2) Timely report off in conjunction with the report off procedure must be followed.
- (3) The first three (3) of these five (5) days will not be treated as an absence for overtime accrual.
- (4) Any of these five (5) days will not be counted as absences in the current attendance program.

No vacation will normally be scheduled to exceed two (2) consecutive weeks, however, employees may use their vacation in as many eight (8) hour segments as desired with management approval.

Any unused vacation time in excess of forty (40) hours at the end of each employees' anniversary year will be lost and uncompensated.

ARTICLE XII - HOLIDAYS

Section 1. Full time employees who have completed four hundred and eighty (480) hours, or sixty (60) work days, whichever comes first, of continuous employment shall be eligible to receive eight (8) hours straight time pay for the following holidays:

New Year's Day
Good Friday
Memorial Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day

Independence Day
Labor Day

Christmas Day
Floating Holiday*

* A floating holiday will be selected by mutual consent of the Company representatives and the employee.

Section 2. In order to qualify for such holiday pay, each employee meeting the requirements of Section 1 of this Article must also have worked their regularly scheduled workday immediately preceding and immediately following such holiday, unless such employee is on a scheduled vacation or unless prevented from doing so by illness, injury or other unusual condition or beyond the control of the employee, and the burden of proof of such condition shall rest on the employee.

Section 3. Employees who qualify for such holiday pay shall receive such pay even though the holiday falls on Saturday or Sunday, unless Monday or Friday is designated by the Company as the holiday, in which case they shall receive holiday pay for such designated holiday.

Section 4. Employees who meet all of the other requirements in this Article and who perform work on the above described holidays shall receive eight (8) hours pay for the holiday and also shall receive one and one-half (1½) times their regular hourly rate for the time worked on a shift which begins on one of the above described holidays.

Section 5. Employees who meet all the other requirements in this article and who perform work on the above described holidays shall, at their option, decline holiday pay and be paid overtime at the applicable rate and be credited for eight (8) hours of holiday pay to be taken at a later date when mutually agreed upon by both the employee and the Company.

For the purpose of this Article the Holiday is agreed as starting at the beginning of the first (1st) shift on the designated Holiday, and continuing through the succeeding second (2nd) and third (3rd) shifts.

ARTICLE XIII - LEAVE OF ABSENCE

Section 1. The Company agrees to consider the employee's request for leave of absence.

Section 2. Reasonable (as determined by the Company) leaves of absence, not to exceed six (6) months duration, may be granted where the Company determines that its operation can continue in the employee's absence and where a temporary replacement to perform the employee's job assignment is available, provided, however, when the employee's request is based upon temporary physical incapacity of the employee, availability of a replacement shall be considered. When leave of absence is due to sickness or injury of the employee, one (1) extension not to exceed an additional six (6) months duration can be requested by the employee.

Section 3. Working as a self-employed individual or working for another employer during the leave of absence without the prior written approval of the Company shall be cause for discharge.

Section 4. An employee on leave of absence that exceeds thirty (30) calendar days shall not accrue service credit during the leave except when the leave is due to a compensable occupational injury incurred while in the active service of the Company or as may be required by the Military Service Act.

ARTICLE XIV - JURY DUTY

Section 1. An employee who has completed his probationary period and who is called and reports for jury duty, or is issued a subpoena for reasons other than the employee's own actions, on a scheduled workday shall be excused from work and paid for time (not to exceed eight [8] hours) while the employee is involved in such jury duty and reasonable time for travel to and from such jury duty. The employee will be required to present documentation from the court for each instance.

Section 2. No employee shall receive pay for more than fifteen (15) eight hour days under this Article in the course of a calendar year.

Section 3. For the purpose of computing overtime pay in any week where an employee has served as a member of a jury, any day of jury service will be considered as an eight (8) hour day.

Section 4. Nothing in this Article shall be construed as relieving the employee of the duty to endeavor to notify the company forty-eight (48) hours in advance, at a minimum, that he will be absent from work. Failure to notify is just cause for non-reimbursement for jury duty pay.

ARTICLE XV - NO STRIKE - NO LOCKOUT

Section 1. The Union will not cause or engage in, or permit employees to cause or engage in, nor will any employee take part in a strike, sit-down, stay-in, slow-down, picketing, sympathy strike, or any other interference with production in or upon the premises or equipment of the Company, or interference with delivery to a customer of the Company during the life of this Agreement. Any employee who violates this provision shall be subject to such disciplinary action

without recourse including discharge as the Company may determine. Further, the Union agrees to actively combat any such strike, or any other interference with production in or upon the premises or equipment of the Company. The words "actively combat" as used in this Section shall mean commencement of positive, corrective action continuing until the strike, sit-down, stay-in, slow-down, picketing, sympathy strike, interference with production or interference with deliveries has ended.

Section 2. The Company agrees that there will be no lockout of employees during the life of this Agreement. It is understood that a lockout means a voluntary cessation of operations of the Company for the sole primary purpose of preventing employees from working. It is further understood and agreed by the parties that the exercise by the Company of any of its rights, privileges or prerogatives set forth as provided in Article III or elsewhere in this Agreement shall not constitute a lockout.

Section 3. An employee who is on strike shall forfeit all wages which might otherwise become due for the period he is on strike, all benefits as they would otherwise apply during such period as he is on strike except where the employee has paid for such benefit, and he shall not accrue seniority or credit for service toward qualifying for any wage increase or benefit during such period as he is on strike.

ARTICLE XVI - WAGES

Section 1. The minimum rate and maximum rate for an employee normally shall be in accordance with the rates set forth in Schedule A attached hereto and by reference made a part hereof.

Section 2. Following the completion of a new hire's probation period (60 days), such employee shall advance in the wage group level 40% of the difference from the minimum rate of the classification scale to the maximum rate, and each three (3) months thereafter, by way of a regular length of service increase and performance evaluation, receive an increase of forty cents (\$.40) per hour until the employee's rate reaches the maximum for such classification. All existing employees who are not at the maximum rate of their group would qualify under this criteria. In no event will any employee be paid more than the maximum of his/her wage classification.

Section 3. The Company shall have the sole discretion of designating and assigning leadmen as it deems appropriate. The Company agrees to pay all leadmen one dollar and fifty cents (\$1.50) per hour above his regular hourly rate of pay.

Section 4. It shall be the sole and exclusive right of the Company to pay higher rates and/or grant other compensation than are provided in this Agreement to an employee in any classification without prejudice to itself or to other employees.

Section 5. Shift differential shall be seventy-five cents (\$0.75) per hour for all consecutive hours of work which begin on the second or third shift.

Section 6. When an employee is temporarily transferred to another classification paying a higher rate, he shall receive the higher rate for the duration of such employment; except in a case where in the judgment of the Company, the employee had not established

his qualifications to perform the work of the higher classification and the employee had been assigned to the higher classification primarily for training purposes; in which case he shall be paid at the regular rate of his former position until qualified or disqualified within a period of two (2) months; but when an employee is temporarily transferred to another classification receiving a lower rate, his wages shall not be reduced.

In the event an employee bids on a lower paying classification, as a permanent transfer, then that employee's wage rate shall be carried to that lower classification, provided, however, that such wage rate shall not exceed the top wage for the classification the employee is moving to.

Section 7. Leadmen/Group Leaders will participate in the performance evaluations of their subordinate employees. Such performance evaluations will be reviewed with the employee not later than thirty (30) days following the employee's evaluation. Employees will be provided a copy of their performance evaluation upon request.

Section 8. Any employee called back after having clocked out and after leaving the plant shall be guaranteed four (4) hours pay at straight time rate or actual hours worked at one and one-half (1½) times the regular rate of pay whichever is greater. Any employee called in on a holiday shall receive a minimum of four (4) hours straight time pay and time and one half their regular straight time rate for all hours worked.

Section 9. Those individuals that are charged with the responsibility of responding in a timely manner to a situation involving the operation and/or repair of equipment of Cost Center 93 during unscheduled hours will be compensated for "on call" status at the rate of seventy-five cents (\$.75) per hour for all hours not already compensated.

Temporary release or re-assignment of this responsibility during vacations or requested personal time off will be authorized through the Manufacturing Foreman (primary) or Plant Manager (secondary) only. Any electronic means deemed necessary that will facilitate the required communication will be provided by the Company, and will be used by the assigned individuals.

ARTICLE XVII - GENERAL PROVISIONS

Section 1. In cases of sickness, accident or suspected illness, physical injury or impairment of an employee, the Company may require an employee to submit to a physical examination by a doctor selected by the Company. Unless the physical examination shows physical competence and freedom from contagious or infectious diseases, the employee shall not be permitted to resume work.

Section 2. The Company will erect a bulletin board in a suitable place to be used solely by the Union for posting notices. Notices shall be restricted to the following types:

- (a) Notices of Union recreational and social affairs.
- (b) Notices of Union elections, appointments and results of Union elections pertaining to the local Union.
- (c) Notices of Union meetings.

The bulletin board shall not be used by the Union for disseminating propaganda of any kind whatsoever; and among other things, shall not be used for posting or distributing pamphlets or political materials.

Section 3. It is understood that the Company may fill any supervisory, group leader or leadman position as it sees fit.

Section 4. All inventions, ideas, techniques or processes developed by employees that have any relation to the work performed for the Company, during the course of their employment by the Company, shall become the sole property of the Company.

Section 5. It is not the intent of the Company to replace any employee by working foremen, however, in the event a foreman is required to work, the Union steward would be notified of the need. If such notification is impossible, the shop steward would be notified at the earliest practical convenience of both.

There shall be no restriction on the work performed by leadmen or group leaders.

Section 6. If an employee is physically unable to perform his assigned work due to health or other physical reasons and at the same time is physically able to satisfactorily perform other work assignments within the bargaining unit, the Company will endeavor to assign the employee to another work assignment in line with his seniority and ability.

Section 7. Employees shall be required to clock in and out of the plant. Clocking in shall not be permitted at a time earlier than fifteen (15) minutes prior to the commencement of the scheduled work shift. An employee shall not receive compensation for such time unless approval is first received from his immediate supervisor. Employees completing their work schedules shall immediately clock out and leave the plant. No employees shall be permitted to clock in a card of another employee.

Section 8. The Company agrees to make any necessary and reasonable provisions for the safety and health of the employees during the hours of their employment. Protective devices, equipment and clothing shall be provided by the employer whenever the Company deems necessary to properly protect employees against occupational injury or disease. The Company shall provide necessary lockers and other facilities for maintaining sanitary conditions throughout the plant. The Company shall reimburse each employee, in a twelve (12) month period not more than one hundred fifty dollars (\$150.00) each year of the contract for safety shoes, and in a twelve (12) month period not more than one hundred fifty dollars (\$150.00) for prescription lens safety glasses or not more than one hundred eighty dollars (\$180.00) for bi/trifocal lens safety glasses, if the glasses are a style approved by the Company. Examination, prescription, or fitting fee can be added to the cost of the safety glasses, not to exceed the above reimbursements. Reimbursement will be made only after submission of proof of purchase. It shall be the obligation of the employee to provide and wear such safety equipment during his work hours. Prescription safety glass allowance up to a maximum of seventy-five dollars (\$75.00) may be used for regular eye exams for those employees not currently required to wear prescription glasses.

For those employees who work in the Smelter Department, a second allowance will be allowed for lenses only.

It is understood and agreed by the parties that the Company shall not be in any way responsible to any extent for any claim resulting directly or indirectly from the use of or failure

of any safety equipment provided by the Company directly or indirectly under the above reimbursement plan.

Section 9. Medical Treatment.

(a) Any employee who is injured on the job to the extent that medical care is required shall be provided transportation at the time of injury to and from the place where such care is given and shall be paid at his regular hourly rate for such time lost, not to exceed the regular scheduled shift. Should the employee be sent home because of injury, he shall be compensated for the balance of the day not worked at his regular hourly rate.

(b) Any employee who is required to take time off from his employment during working hours to secure medical treatment or diagnosis as a result of an injury arising out of and in the course of his employment, shall be paid at his regular hourly rate not to exceed the regular scheduled shift for such time required to be lost, provided the employee reports to either a doctor of his or her choice or to the doctor designated by the Company.

Section 10. Employees at their discretion will be permitted to clock out and leave the premises upon their receiving notice of a tornado alert.

Section 11. The Company will agree to grant promotions within the bargaining unit to employees in preference to newly hired employees when an eligible, qualified candidate is available.

ARTICLE XVIII - INSURANCE PROGRAM

Section 1. Life Insurance

For the term of this Agreement, active, full-time employees who have completed their probationary period will be covered by life insurance in the amount of \$20,000. The cost of this program will be paid by the Company. Further details of coverage are provided in a descriptive booklet which will be furnished to each employee, and in the applicable policy or plan which governs all matters of interpretation and administration.

Section 2. Medical Insurance

For the terms of this agreement, active, full-time employees who have completed their probationary period will be covered by a Comprehensive Medical/Dental Benefit plan. This plan will be the Morgan USA 80/20 Out-of-Area Plan. This will be the same plan as for the Emporia salary employees in effect at any time. The Company agrees to maintain substantially equal benefits. Should it become necessary to make substantial changes, the Company will discuss the terms of this Section with Union Representation. This plan will become effective January 1, 2005. Further details of coverage are provided in a descriptive booklet which will be furnished to each employee, and in the applicable policy or plan which governs all matters of interpretation and administration.

Employee contributions will be as follows:

<u>Coverage</u>	<u>Contribution per month</u>		
	<u>Year 2008</u>	<u>Year 2009</u>	<u>Year 2010</u>
Employee	\$130.00	\$130.00	\$130.00
Employee/Spouse	\$232.00	\$232.00	\$232.00
Employee/Child	\$157.00	\$157.00	\$157.00
Family	\$259.00	\$259.00	\$259.00

Section 3. Sickness and Accident

For the term of this Agreement, the Company will provide to each active, full-time employee who has completed his probationary period, coverage under a sickness and accident plan. Payments for up to 26 weeks of disability, in the amount of \$300.00 per week will be paid beginning with the first day of a disability due to an injury and on the eighth day of a disability due to illness. Further details of coverage are provided in a descriptive booklet, which will be furnished to each employee, and in the applicable policy or plan which governs all matters of interpretation. The cost of this program will be paid by the Company.

ARTICLE XIX - PENSION PROGRAM

Section 1. Effective January 1, 1985, the Company will provide a pension plan for employees covered by this Agreement. To be eligible for plan membership, an employee must be under age 60 when hired with the Company. Only Company service will be recognized for the purposes of this Plan. A summary of the plan features will be distributed to all participants in a booklet form. The cost of funding this program will be paid by the Company. All matters of interpretation and administration of this plan are provided in the official plan text and trust agreement which legally governs the operations of the plan. The Company will continue this pension plan until the expiration date of this Agreement.

The monthly multiplier will be \$20.50 for 2008 and 2009, and \$21.25 for 2010.

Section 2. The Company agrees to institute the same 401-K Plan now in effect for salary employees. This plan is described in the summary plan description.

ARTICLE XX - AUTHORIZATION TO VISIT PLANT

Authorized representatives of the International Union may request authorization to visit the plant or operation of the Company during the working hours. The request must first be approved by the Company, but it is agreed that the authorization shall not be arbitrarily withheld. It is understood that such visits will not interfere or disrupt plant operations.

ARTICLE XXI - FUNERAL LEAVE

In case of death in the immediate family of an employee who has completed his probationary period, he shall be paid at his regular rate for time lost during his normal workweek up to a maximum of eight (8) hours per day and up to a maximum of three (3) regularly scheduled work days. Payment will not be made for any of said days which are non-scheduled work days for the employee. Members of the immediate family shall be the spouse, parent, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents and grandchildren. No time off or pay shall be granted when the employee does not attend the funeral of the deceased. The employee will be required to present proof of the funeral for the deceased family member.

In the event of the death of a co-worker, the Company will allow employees adequate unpaid time off to attend the funeral, subject to the need to keep running continuous operations.

ARTICLE XXII - LEGALITY OF CONTRACT

Should any individual Article or Section of this Agreement be held to be illegal by courts of law or Administrative Agencies, and therefore, invalid in whole or in part, the parties shall meet within thirty (30) days of the effective date of such invalidation or within an extended period as may be agreed upon by the parties, and shall attempt to negotiate a renewal or appropriate modification of such other Articles and/or Sections of this Agreement as may be affected or which may derive new or reduced application of significance because of such invalidation; provided, such invalidation shall not result in a reopening of the contract for consideration of provisions not affected as provided above, and such illegality and invalidity shall not affect the legal and valid provisions of this Agreement.

ARTICLE XXIII - CHECK-OFF SYSTEM

Section 1. Label Check-Off System.

The Company agrees to make payroll deductions for Union dues for each employee who authorizes such deductions in the form set forth in Schedule B of this Agreement. The deductions shall be made for the current month on the second (2nd) and fourth (4th) pay periods of the month, and shall be transmitted to the Financial Correspondent Secretary of Local Lodge 83.

Section 2. Company Protection.

The Union agrees to defend, indemnify and hold harmless, the Company from any and all claims, suits and damages arising out of or in any way connected with action by the Company taken for the purpose of complying with this Article of the Agreement, including disposition of such funds after they have been remitted by the Company to the Union.

Section 3. Personnel Changes.

The Company will advise the Union monthly of the names and classifications of any employees hired into or laid off or terminated from the bargaining unit.

ARTICLE XXIV - SICK LEAVE

Section 1. Each hourly employee will be allowed two (2) paid sick days of eight (8) hours straight time to be used for the first two absences in each calendar year. These are sick days and count as absences under the absence policy. Days not used may not be carried over but will be paid at the employees regular rate of pay at the end of the calendar year. These days will be used preceding the option to use a vacation day .

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall take effect as of 12:01 AM November 15, 2007 and shall remain in full force and effect through Twelve Midnight, November 14, 2010 and shall continue in full force and effect from year to year, thereafter, unless written notice is given by either party to the other at least sixty (60) days prior to the original or any subsequent date of expiration of a desire to terminate or modify this Agreement, in which event the Agreement shall terminate at the anniversary date.

Thermal Ceramics Inc.

Local Lodge No. 83 of the International
Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers

By: _____

Date _____

SCHEDULE A

GROUP MINIMUM AND MAXIMUM HOURLY RATES

<u>EFFECTIVE DATE</u>	<u>SCALE</u>	<u>GROUPS</u>			
		<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
11/19/2007 (3%)	Minimum	14.32	10.82	9.79	7.42
	Maximum	19.17	18.74	17.78	16.38
11/17/2008 (3%)	Minimum	14.32	10.82	9.79	7.42
	Maximum	19.75	19.30	18.31	16.87
11/16/2009 (3%)	Minimum	14.32	10.82	9.79	7.42
	Maximum	20.34	19.88	18.86	17.38

GROUP CLASSIFICATIONS

WAGE GROUP I

Senior Fiber Fabricator
Senior Maintenance/Fiber Fabricator
Senior Warehouse/Product Fabricator
Senior Product Fabricator
Senior Maintenance Technician
Senior Utility Technician

WAGE GROUP II

Fiber Fabricator A
Maintenance/Fiber Fabricator A
Warehouse/Product Fabricator A
Product Fabricator A
Maintenance Technician A

WAGE GROUP III

Fiber Fabricator B
Maintenance/Fiber Fabricator B
Warehouse/Product Fabricator B
Product Fabricator B

WAGE GROUP IV

Fiber Fabricator C
Maintenance/Fiber Fabricator C
Warehouse/Product Fabricator C
Product Fabricator C

SCHEDULE B

AUTHORIZATION FOR CHECK-OFF FROM WAGES

I hereby authorize _____
(Name of Employer)

to deduct from any wages earned or to be earned by me, as your employee, and assign _____ to Local Lodge No. 83, of the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, the sum of money set by the Union in accordance with its Constitution and Bylaws, in payment of my membership dues. The deductions are to be made monthly on a pay period agreed to by the Union and Management.

This assignment, authorization and direction shall be irrevocable for the period of _____ thirty (30) days, or until the termination of the current Agreement between the Employer _____ and the Union, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed and shall be irrevocable for successive periods of thirty (30) days each, or for the period of each succeeding applicable Agreement between the Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and _____ not less than ten (10) days prior to the expiration of each period of thirty (30) days, or of _____ each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

Executed at _____ this _____ day of _____, _____.

Employee's Clock Number _____

Employee's Signature

APPENDIX A

	<u>NAME</u>	<u>JOB CLASSIFICATION</u>	<u>SENIORITY DATE *</u>
1.	Phillip H. Dunn	Fiber Fabricator A	11-17-84 (A)
2.	Davey L. Crouch	Senior Maintenance Technician	11-17-84 (B)
3.	Joe A. Redeker	Product Fabricator B	11-17-84 (C)
4.	Carey L. Ogleby	Senior Utility Technician	11-17-84 (E)
5.	Larry G. Meyers	Leadman / Senior Fiber Fabricator	11-17-84 (F)
6.	Edsel R. Schroeder	Leadman / Senior Product Fabricator	11-17-84 (G)
7.	Fred L. Johnson	Leadman / Senior Warehouse & Shipping	11-17-84 (H)
8.	Edward A. Keighley	Senior Fiber Fabricator	01-02-85
9.	Rebecca A. Webb	Warehouse & Shipping B	11-02-88
10.	Steven J. Kusmaul	Warehouse & Shipping B	03-07-89
11.	Fred Richardson	Product Fabricator B	11-07-89
12.	Henry D. Todd	Product Fabricator B	09-23-91
13.	Jarrod J. Lindbloom	Maintenance/Fiber Fabricator A	11-25-91
14.	David H. Williamson	Senior Maintenance/Fiber Fabricator	06-01-92
15.	Frank D. Finley	Maintenance / Fiber Fabricator A	09-20-93
16.	Rowlinda J. Justus	Product Fabricator B	01-16-95
17.	Dallas D. Shipley	Product Fabricator B	01-30-95
18.	Ronald D. Hastings	Product Fabricator B	08-12-96
19.	Gary W. Gasche	Fiber Fabricator A	12-06-96
20.	Mary M. Simmons	Product Fabricator B	02-02-98
21.	Louis J. Oelke	Maintenance / Fiber Fabricator A	04-30-98
22.	Mark D. Bulson	Product Fabricator B	01-18-99
23.	Blake M. Henoeh	Fiber Fabricator A	01-29-01
24.	Daniel J. Sage	Product Fabricator B	07-16-01
25.	Robert A. Clements	Fiber Fabricator A	04-10-02
26.	Darrin T. Lowry	Fiber Fabricator A	11-04-03
27.	Clinton Peet	Senior Fiber Fabricator	11-22-04
28.	Roy L. Nuessen	Product Fabricator B	02-09-05(A)
29.	Humberto Esparza	Product Fabricator B	02-09-05(B)
30.	Michael A. O'Connor	Fiber Fabricator A	10-17-05
31.	Paul G. Hernandez	Warehouse & Shipping B	01-23-06
32.	Aaron Say	Fiber Fabricator B	03-06-06
33.	Leon Bahr	Fiber Fabricator B	08-14-06
34.	Curtis E. Repp	Product Fabricator B	08-28-06
35.	Tina M. Crofutt	Product Fabricator C	10-16-06

*For job placement purposes only, when seniority is a consideration, the relative position of the above employees will be based on the alphabetical designation; i.e., "A" will be considered over "B", etc.

**LETTER OF AGREEMENT
BETWEEN
THERMAL CERAMICS INC.
AND
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS
IRON SHIP BUILDERS, BLACKSMITHS
FORGERS AND HELPERS, LOCAL NO. 83**

Notwithstanding the provisions of the Collective Agreement dated November 15, 2007, the parties agree to abide by the wording of the Collective Agreement dated November 15, 2004 and the changes thereto dated November 15, 2007, should there be any inadvertent typographical errors in the November 15, 2007 Collective Agreement.

Thermal Ceramics Inc.

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers,
and Helpers, Local No. 83

_____ Date

_____ Date

**LETTER OF AGREEMENT
BETWEEN
THERMAL CERAMICS INC.
AND
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Thermal Ceramics Inc.

International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers,
and Helpers, Local No. 83

Nikhil H. Nanda
Christina Butterell
Thomas D. Gillespie

John Steward
Carey Ogilby
FL Adams
Kenneth Justice
Edward Fitzgerald

November 15, 2007 Date

November 15, 2007 Date

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall take effect as of 12:01 AM November 15, 2007 and shall remain in full force and effect through Twelve Midnight, November 14, 2010 and shall continue in full force and effect from year to year, thereafter, unless written notice is given by either party to the other at least sixty (60) days prior to the original or any subsequent date of expiration of a desire to terminate or modify this Agreement, in which event the Agreement shall terminate at the anniversary date.

Thermal Ceramics Inc.

Local Lodge No. 83 of the International
Brotherhood of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and Helpers

By: Arthur J. Nanc
Christina Bitterell
Donald L. Gillespie

John S. Swartz
Carey Ogilby
FL Tomp
Kawlinde Justice
Edward Kuzhbu

Date November 15, 2007