

**MASTER
AGREEMENT**

between

PPG CANADA INC.

and

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA (C.A.W.-CANADA)**

and its

LOCAL NO. 222 and NO. 1661

**Affiliated with the
Canadian Labour Congress**

**April 1, 1996
to
March 31, 1999**

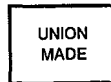


TABLE OF CONTENTS

	Section	Page
General Purpose	1	6
Recognition	2	6
Exclusions	3	6
Work Exclusions	4	7
Function of a Group Leader	5	7
Management Rights	6	8
Union Security and Check-Off of Union Dues and Initiation Fees	7	9
Strikes and Lockouts	8	10
Non-Discrimination and Non-Interference	9	10
Union Activities	10	11
Notices and Announcements	11	11
Representation	12	12
Grievance Procedure	13	16
Discipline, Suspensions and Discharge	14	20
Meetings	15	22
Seniority	16	25
Acquisition of Seniority	17	25
Loss of Seniority	18	26
Seniority Lists	19	28
Notification of Absence from Work	20	28
Inter-Plant Transfers	21	29
Preferential Hiring	22	32
Establishment of New Plants	23	34
Emergency Work Call-In Pay	24	34
Reporting for Work Provision	25	35

	Section	Page
Injury Allowance	26	35
Safety and Health	27	36
Medical Report	28	37
Change of Job Provision	29	37
Leave of Absence	30	38
Jury Duty Pay	31	39
Bereavement Allowance	32	40
Holiday Pay Plan	33	41
Vacation Pay Plan	34	44
Cost of Living Allowance	35	47
Annual Improvement Factor	36	49
Supplemental Agreements	37	50
Work Standards	38	51
Special Lay-off and Recall	39	52
Sub-Contracting	40	53
Special Placement	41	53
Agreement	42	54
Modification, Renewal and Termination	43	54
	Article	Page
Skilled Trades:		
Skilled Trades Master	1	56
Definitions	2	57
Employment	3	58
Acquisition of Seniority for Lay-off and Recall Purposes	4	58
Application of Seniority	5	59
Accumulation of Seniority	6	59
Supplemental Helpers	7	60

	Article	Page
Layoff and Recall Procedure	8	61
Discontinuance of Elimination of a Skilled Trade	9	63
Overtime Distribution	10	64
Permanent Transfers	11	64
Special Placement	12	65
Deduction of Skilled Trades Council Memberships Dues	13	65
Apprentice Agreement Exhibit "A"	14	66
Letters of Understanding		81

MASTER AGREEMENT

This Agreement made and entered into this first day of April, 1996

BETWEEN:

PPG CANADA INC.

a Corporation existing under the laws of Canada, with plants in Oshawa and Hawkesbury, Ontario, each respectively referred to in this Agreement as "Individual Company" and collectively as "Company".

OF THE FIRST PART

-and-

THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (C.A.W. - CANADA),

affiliated with the Canadian Labour Congress, referred to in this Agreement as "National Union" and its Locals No. 222 and No. 1661, each respectively referred to in this Agreement as "Local Union", said "National Union" and said "Local Unions" also being referred to jointly in this Agreement as "Union".

OF THE SECOND PART

1.

**SECTION 1
GENERAL PURPOSE**

The Parties are agreed that the general purpose of the Agreement is to promote the interest of this Company and its employees and to prevent interruption of its work and to provide for the safe efficient operation of the plant.

This Agreement is also undertaken to provide orderly collective bargaining relations between the Company and its employees, to secure prompt disposition of grievances and to maintain satisfactory wages, hours and working conditions.

**SECTION 2
RECOGNITION**

The Company recognizes the Union as the sole collective bargaining agency for all its hourly-rated employees who are not otherwise excluded by this Agreement.

**SECTION 3
EXCLUSIONS**

The term "employee" as used in this Agreement includes all employees of the Company, with the exceptions listed in the respective Local Agreements.

Throughout this Agreement where the masculine pronoun is used to represent an employee, it is understood and agreed that it is applicable to all employees.

**SECTION 4
WORK EXCLUSIONS**

Those persons excluded from the terms of this Agreement shall not be permitted to perform work on any hourly-rated job, except in the following types of situations:

1. In an emergency, when qualified employees are not available.
2. On experimental work.
3. In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

The supervisory and/or technical personnel involved will notify the zone committeemen of the nature and scope of the experimental work prior to performing such work.

**SECTION 5
FUNCTION OF A GROUP LEADER**

The Group Leader is an hourly-rated employee whose primary function is to lead the work of the group of employees of which he is a member. His function is to assist the others in the group to maintain the scheduled flow of work as well as to do productive work to which he may be assigned.

The Group Leader does not have disciplinary authority.

SECTION 6
MANAGEMENT RIGHTS

The Union acknowledges that it is the right of the Company to:

- (a) Maintain Order, discipline and efficiency.
- (b) Hire, promote, demote, and transfer employees.
- (c) Suspend, discipline or discharge, for just cause, any employee, subject to the right of the employee to submit a grievance.
- (d) Operate and manage its business and all respects, in accordance with its obligations, and to make and alter from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement.
- (e) Determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules of production, types and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products produced, and the control of materials and parts to be incorporated in the products produced

The Company agrees that these functions will be exercised so as not to violate the terms and provisions of this Agreement.

SECTION 7
UNION SECURITY AND CHECK-OFF
OF UNION DUES AND
INITIATION FEES

- 1/2 (a) Employees covered by this Agreement shall be required to become members of the Union and pay Union dues and initiation fees as a condition of employment.
- 2/1 (b) (i) Each employee shall have deducted from the weekly pay the weekly union dues or an equivalent sum. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and Bylaws of the National Union and the Local Union.
- (ii) Each new employee shall at the completion of his probationary period have deducted from his pay the Union initiation fee. The amount so deducted will be in accordance with Constitution and Bylaws of the National Union and the Local Union.
- (iii) The Financial Secretary of the Local Union will notify the Company in writing of any change in the amount of union dues and/or initiation fees that may from time to time take place.
- (iv) The Company agrees to forward to the Financial Secretary of the Local Union by cheque each month, not later than ten (10) calendar days following the end of the month, the amount deducted and

also a list of the employees, including names and clock numbers from whom the deductions were made together with a list of eligible employees from whom deductions could not be made, as such employees were not at work during the weeks. The Company will be saved harmless from deductions so made.

- (v) The Company agrees that new employees upon hiring will be given a copy of the Agreement together with a Union membership application card.
- (vi) The Company also agrees that all employees will have included the total amount of Union dues deducted for the calendar year on the T-4 slip supplied to each employee for income tax purposes.

SECTION 8 STRIKES AND LOCKOUTS

The Company and Union agree to abide by the "Ontario Labour Relations Act" with respect to strikes and lockouts.

SECTION 9 NON-DISCRIMINATION AND NON-INTERFERENCE

The Company and the Union agree that no employee shall in any manner be discriminated

7/2

against, coerced or restrained on account of membership or non-membership in a labour or labour related organization or by any reason of any activity or lack of activity in any labour or labour related organization. The Company and Union further agree that there shall be no discrimination, harassment or intimidation against employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap as defined in the Ontario Human Rights Code. The Company and the Union also recognize and support the Company's policy on workplace harassment and providing an harassment free environment.

SECTION 10 UNION ACTIVITIES

The Union shall not conduct or attempt to conduct any Union activities on Company time except as herein expressly provided.

SECTION 11 NOTICES AND ANNOUNCEMENTS

Union bulletins and notices, when approved by the Director, Human Resources or Supervisor of the Company or his designate, may be posted on bulletin boards provided by the Company, and the Union agrees that no pamphlet, circular, or petition shall be distributed to or presented in

the plant to employees during working hours without the approval of a sample by the Director, Human Resources or Supervisor of the Company or his designate.

SECTION 12 REPRESENTATION

a) Master Negotiating Committee

✓
\$@
p 23

The Union may appoint and the Company shall recognize a Master Negotiating Committee consisting of six (6) members who shall be members of the Plant Committee. The six (6) members shall consist of three (3) members of Local 222 and three (3) members of Local 1661. One member of the Committee shall be recognized as the Chairman of the Master Negotiating Committee. In addition to the above the National President and/or his delegated representative(s) of the Local Union office, as well as an hourly rated representative for Skilled Trades will be members of the Master Negotiating Committee. Notwithstanding Section 15(f) of the Master agreement the National President and/or his delegated representative(s) or a representative(s) of the Local Union Office shall not be paid for attending meeting referred to in Section 15 of the Master Agreement.

(b) Local Committees

- (i) The Company shall recognize a Union Plant Committee consisting of the Chairman, regular committee member(s) and alternate members at each of its locations

- as detailed in the Local Agreement. An alternate committeeman shall act as a substitute for the specified regular committeeman only in the event that the latter is absent or unable to act.
- (ii) Each Zone Committeeman and his elected alternate shall have a definitely assigned zone, and such Committeeman shall be employed on a day shift during his term in office. One committee member and one alternate, who must be employed in a Department included in the zone he represents, shall be from zone(s) which shall be as determined between Local Management and the Local Union from time to time. No person shall act as zone committeeman or alternate until after notice of his designation as such and of his assigned zone, and effective dates of such changes have been furnished in writing to the Human Resources Department by the Chairman of the Plant Committee.
- (iii) The Chairman of the Plant Committee will be employed on the day shift and in the event of a layoff will be continued at work while work is available in the Plant provided he is capable and willing to perform such work at the established rates of wages.
- (iv) In the event of a layoff the Zone Committeeman shall have top seniority in the zone he represents. Therefore, so long as other employees remain at work within

26/A

his zone, a Zone committeeman shall not be laid off provided he is capable and willing to do the job available at the established rates of wages for such work.

- (v) It is agreed that employees shall not be eligible to serve as a member of the Plant Committee until they have completed their probationary period as defined in Section 17 hereof and in accordance with the Union Constitution.
- (vi) The Company will sanction and recognize upon prior written notification, the appointment of additional alternates in zones where multiple shifts are required-appointments to be made only for the period for which multiple shifts are required.
- (vii) It is understood and agreed that the Plant Chairman and Committeeman, as well as other employees, have their regular duties to perform on behalf of the Company and such persons will not leave their department without first obtaining the permission of their Supervisor, which will be given as soon as possible. In the event the nature of their business takes them into another Department, they must advise the Supervisor of this new Department of their intention to speak to another employee or employees. Following his return to his Department, the Plant Chairman or Committeeman, as the case may be, will advise his Foreman of the time he resumed his regular duties.
- (viii) It is understood and agreed that the Plant

- Chairman as well as Committeemen, will not absent themselves from their regular duties for unreasonable lengths of time for the purpose of attending to matters covered by this Agreement. In accordance with this understanding, the Company will compensate such employees for time spent during working hours, on business which, by the provisions of the Agreement, require attention by committeemen, at their applicable rates of pay.
- (ix) Whenever, in the opinion of Management, more than a reasonable period of time is being taken by the Chairman or a Committeeman to function in accordance with (viii) above, Management may decline to approve payment for such period of time as it may consider to be excessive.
 - (x) Overtime representation will be as provided in the Local Agreement.
 - (xi) A committeeman will receive the rate for the classification in which he is working. However, if a committeeman is denied or defers a higher rated job due to the fact that performance of such a job might result in a conflict between attendance to his work and his union duties he will be paid the rate of such higher classification as long as he holds the position of committeeman and he has sufficient seniority to be otherwise working in the classification.

SECTION 13 GRIEVANCE PROCEDURE

- (a) It is the desire of the parties hereto that complaints of employees be adjusted as quickly as possible. If an employee has any complaint he shall first discuss the matter with the foreman concerned and may have the assistance of his Committeeman if he so requests.
- (b) An employee having complied with the provisions of Section 13 (a) and who believes that the complaint has not been adjusted satisfactorily may lodge a written grievance. The employee shall be entitled to have the assistance of his committeeman in preparing such grievance on forms supplied by the Company. The committeeman shall give the grievance to the Local Human Resources Representative who will forward it to the proper level of authority for review and reply. As part of this review, the grievance will be discussed by Management representatives, the Zone Committeeman, the Plant Chairman and the grieving employee, if required. A written reply to the grievance will be given within three(3) working days of the presentation of the grievance. Unless the parties have agreed to waive or extend the following time limit, it shall be optional to the Company to decline to consider any grievance the alleged circumstances of which occurred more than five (5) working days prior to its presentation except in the case of a grievance claiming failure on the part of the Company to give the required notice of

recall, in which instance, the period of time shall be thirty (30) days. A further exception would involve an employee, with seniority, who is suspended, in which instance, the period of time shall be five (5) working days from the employee's receipt of written notice. Probationary employees are entitled to lodge a grievance in the same manner, and to the same extent as regular employees, except with respect to their termination of employment.

- (c) If the decision given under Section 13 (b) is not satisfactory to the employee, the grievance may be presented within five (5) working days after such decision by the employee's committeeman to the local Human Resources Representative to be taken up at a meeting arranged between management and the plant committee which will be held within five (5) working days from the time of receipt of the grievance. Unless otherwise agreed Management shall give its decision in writing to the Plant Committee Chairman or his designate within 5 working days following the meeting.
- (d) If the decision of Management is not satisfactory to the employee concerned, the Chairman of the Plant Committee may, by serving written notice within fifteen (15) days of the date on which Management's decision was received, appeal therefrom to an impartial arbitrator, selected by the Company and the Union. If the Company and the Union cannot agree within five (5) working days on an arbitrator, the Minister of Labour of

the Province of Ontario shall be requested to select one. The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties hereto.

- (e) An employee with seniority, who is discharged, may present a grievance in writing through the Plant Committee to Management within five (5) working days of the employee's receipt of written notice of discharge and Management will review the grievance with the Committee and give a decision within three (3) working days after such review. If the decision of Management is not acceptable to the aggrieved, the grievance may be appealed to an arbitrator as herein provided.
- (f) The Union may file a Policy Grievance by presenting it in writing to the local Human Resources representative to be taken up at a meeting arranged between Management and the Plant Committee not later than 10 working days after such presentation. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the grievance procedure because of the nature or scope of the subject matter of the grievance. Management will give its decision to the Plant Chairman in writing not later than five (5) working days following such meeting. If the decision of Management is unsatisfactory to the Union, the Union may

- appeal the matter to an impartial arbitrator as herein provided by serving written notice within 15 days of the date on which Management's decision was received.
- (g) The Company may file a grievance by presenting the difference or allegation in writing to the Plant Chairman or his designate. Such grievance must be filed within five (5) working days following the date on which the circumstances giving rise to the grievance occurred. A meeting between Management and the Plant Committee will be held within ten (10) working days following presentation of the grievance to discuss the matter in dispute. The Union will submit its reply in writing to the Company within five (5) working days following the above mentioned meeting. If the decision is unsatisfactory to the Company, the Company may appeal the matter to an impartial arbitrator as herein provided by serving written notice within fifteen (15) days of the date on which the Union's decision was received.
 - (h) No matter may be submitted to any arbitrator which has not been properly carried through all previous stages of the grievance procedure and no person may be appointed as an arbitrator who has been directly involved in attempts to settle the grievance.
 - (i) An arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. An arbitrator, however, in respect of a grievance involving the suspension or discharge of an employee shall be entitled to

reduce or set aside such penalty if in the opinion of the arbitrator it is just and equitable to do so.

- (j) When a grievance which affects the earnings of an employee is settled in a manner which involved a change, such change shall be limited retroactively upto but not to exceed sixty (60) calendar days prior to the date on which the grievance was first submitted in writing to the Company.
- (k) At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations and to confer with necessary witnesses.

SECTION 14

DISCIPLINE, SUSPENSION AND DISCHARGE

- (a) Before an employee is interviewed by a member(s) of Supervision for the purpose of investigating alleged misconduct, which may result in his being disciplined, suspended or discharged, he and his committeeman will be notified of such purpose and he will be notified of his right to have his committeeman and/or Plant Chairman present at such an interview. If such

employee is a committeeman he will be notified of his right to have the Plant Union Chairman or his alternate present at such an interview.

- (b) Any employee who has been suspended or discharged shall be advised in writing of the reason, and before he is required to leave the plant he shall be permitted an interview with his Zone Committeeman and/or Plant Chairman in an office designated by Management.
- (c) No written warning shall be held against the record of any employee if such written warning is not given or mailed to the employee within three (3) working days after the date of the circumstances or conditions which gave rise to such suspension or written warning, unless the parties have agreed in writing to waive or extend this time limit.
- 9/1 (d) Any discipline will remain against that employee's record for a period of eighteen (18) calendar months, after which it will be destroyed and not used against him.
- (e) The Zone Committeeman and the Plant Chairman will be given or mailed a copy of any written warning or notice of suspension or discharge as referred to in (b) above issued to an employee as soon as possible but in no event later than one working day of 24 hours after issuance of such warning or notice to the employee.

SECTION 15 MEETINGS

- (a) Meetings between the Company and the Local Union Plant Committee shall be held within five (5) working days from the time of receipt of a written agenda, submitted by the party requesting the meeting. Unless otherwise agreed, the party in receipt of the agenda will reply in writing to each of the items on the agenda which were discussed at such meeting within five (5) working days following the meeting.
- (b) The Local Union Plant Committee will be recognized for the purpose of negotiating amendments to or modifications of any section or provision of the Local Agreement or the negotiating of a new Local Agreement.
- (c) Meetings between the Company and the Master Negotiating Committee shall be held within fifteen (15) working days from the time of receipt of a written agenda, submitted by the party requesting the meeting. Matters to be discussed at such meetings shall pertain to the Master Agreement. Unless otherwise agreed, the party in receipt of the agenda will reply in writing to each of the items on the agenda which were discussed at such meeting within five (5) working days following the meeting.
- (d) The Master Negotiating Committee will be recognized for the purpose of negotiating amendments to or modification of any section or provision of the Master Agreement or the negotiating of a new Master and Sup-

plementary Agreements.

(e) At any of the above mentioned meetings, the Union Committee shall be entitled to have present with them a representative or representatives of the National and/or Local Union Office.

(f) The Company shall pay the Plant Chairmen and Committeemen for any meetings referred to in this Section 15 as follows:

- 6312/1
1. (i) Master Negotiating Committee Members who are employees of the Company, shall be paid eight (8) hours per day for any meeting(s) held pursuant to the provisions of 15 (c) and 15 (d) above.
 - (ii) Payment will be at their straight time earned rate for meetings held Sundays through Saturdays inclusive including holidays recognized in Section 33 of the Master Agreement.
 2. (i) Local Plant Committee members who are employees of the Company, shall be paid eight (8) hours per day for any meeting(s) held to negotiate a new Local Agreement or for any out-of-plant meetings held for the purpose of negotiating amendments to or modifications of any section or provision of the Local Agreement during the term of that Agreement.
 - (ii) Local Plant Committee members who are employees of the Company shall be paid eight (8) hours per day for any day on which they attend a special out-of-plant meeting requested by the Company.

- (iii) Payment will be on the same basis as 1. (ii) above.
- 3. Payment will also be made on the same basis as 1. (ii) above in the event that a meeting referred to in 1. or 2. above is scheduled and cancellation of the meeting by the Company takes place on the day of the meeting.
- 4. (i) Local Plant Committee members who are employees of the Company shall be paid for that part of their regularly scheduled working hours devoted to attendance at any in plant meeting held with the company pursuant to the provisions of Sections 13 or 15 (a) above or for the purpose of negotiating amendments to or modifications of any section or provision of the Local Agreement during the term of that Agreement.
- (ii) Payment will be at their straight time earned rate for all meeting hours which are within their normal straight time shift hours Monday through Friday inclusive. For meeting hours which outside their normal straight time shift hours Monday through Friday inclusive and for all meeting hours on a Saturday, payment will be made at time and one-half (1-1/2). Payment will be made at double time (2) for all meeting hours on a Sunday or a statutory holiday recognized in Section 33 in the Master Agreement.

SECTION 16 SENIORITY

The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company except as otherwise provided for in this Master or Local Agreement.

Employees hired in positions outside the bargaining unit and subsequently transferred to positions within the bargaining unit shall enter the bargaining unit as new employees with no seniority credit.

Employees transferred to positions outside the bargaining unit will accumulate seniority while on such positions provided the time he spent out of the bargaining unit is not in excess of six (6) months. If an employee transferred as above re-enters the bargaining unit after six (6) months he shall re-enter the bargaining unit as a new employee with no seniority.

SECTION 17 ACQUISITION OF SENIORITY

- 8/20/00
- (a) An employee shall acquire seniority rights when he has worked sixty (60) days in the first twelve (12) months from his date of hire, in which case his seniority date will be his date of hire. If an employee does not accumulate sixty (60) worked days in the first twelve (12) months from the date of his hire, then, at such time as he acquires seniority by accumulating sixty (60) worked days his

seniority date will be the date twelve (12) months prior to the date on which he acquired seniority.

- (b) An employee shall be a “probationary employee” until he has acquired seniority rights, at which time he shall become a “regular employee.” The retention of probationary employees shall be solely at the discretion of the Company. However, they will be laid off and recalled pursuant to the terms of the layoff and recall provisions in each Local Agreement.

SECTION 18 LOSS OF SENIORITY

An employees seniority shall be broken:

- (a) If the employee voluntarily terminates his employment with the Company.
- (b) If the employee is discharged and such discharge is not reversed through the grievance procedure or otherwise.
- (c) If a laid off employee is recalled to work and fails to return as scheduled, unless within ten (10) working days following the scheduled recall he furnishes the Company in writing with a satisfactory explanation for the period of his absence.
- (d) If an employee fails to return to work on completion of leave of absence authorized pursuant to Section 30 hereof.
- (e) If an employee is absent from work for three(3) or more consecutive working days,

without notifying the Human Resources Department or Guard House, and failing then, or upon return, to furnish the Company with a satisfactory explanation.

- 29/97
- (f) If an employee is laid off or absent on sick leave for thirty-six (36) consecutive calendar months or for a continuous period equal to the seniority he acquired at the time of the beginning of such layoff or sick leave period, whichever is greater.
 - (g) If the employee is issued a Separation Payment cheque by the Company pursuant to the Supplemental Agreement attached hereto as Exhibit C2, his seniority shall be broken at any and all plants of the Company as of the date his application for such Separation Payment was received by the Company; provided, however, that if the employee:
 - (1) Returns the amount of the Separation Payment to the Company within 30 days of the date of the Separation Payment cheque, his seniority shall be reinstated as of the fourth working day following receipt of the return amount;
 - (2) Received such Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, his seniority shall be reinstated as though he had been on sick leave of absence during the period of his disability, provided further however, that if the period beginning with the date his seniority was broken because of the Sepa-

ration Payment, he shall be given seniority equal to the amount of seniority he had at the date of seniority break.

- (h) The Company will endeavour to notify the Plant Union Chairman within five (5) days with respect to the removal of an employee with seniority from the seniority list.

SECTION 19 SENIORITY LISTS

The Company shall maintain and suitably post departmental and plant-wide seniority lists. Separate seniority lists shall be maintained for production and skilled trades employees. The Plant Chairman and Zone Committeemen will be provided copies of such lists. All seniority lists will be revised quarterly.

SECTION 20 NOTIFICATION OF ABSENCE FROM WORK

An employee, when absent, shall be required to notify the Human Resources Department or Guard as soon as possible before the start of his first shift on the first day of absence. Wherever possible, a minimum of one (1) hour's notice will be given for the day shift and two (2) hour's notice for the afternoon and midnight shifts. Failing such notification, the absence may be considered unjustified.

.. **An** employee when absent shall also be required to give prior notification as soon as possible of his date of return to work from such absence.

SECTION 21 INTER-PLANT TRANSFERS

This section sets forth the circumstances and conditions under which an employee may transfer from one plant of the Company to another. Experimental and development work performed at the Oshawa plant for any Company division is not subject to the application of this section.

- (a) If the Company decides to move work on other than a temporary basis from one plant of the Company covered by this Agreement to another plant of the Company covered by this Agreement, the Chairman of the Master Negotiating Committee together with the Chairman of the Plant Negotiating Committees of the plants affected will be advised as far in advance of such move as possible. Temporary is defined as a designated period of less than eight (8) months. If either party requests a meeting to discuss such transfer a meeting between Management and the Chairman of the Master Negotiating Committee together with the Chairman of the Plant Negotiating Committees of the Plants affected, will be held if found necessary by either party. If such move is being made and creates job openings in the Plant to which the move is being made, the Company will post notices on bulletin boards at

2 1/8

the respective Plants, listing resulting openings at the Plant to which the move is being made. A seniority employee may make application for transfer on forms supplied by the Company at the Human Resources Department within ten (10) working days following such posting. Applicants will be selected on the basis of seniority in the following sequence provided they are capable of performing the work available.

- (i) Those employee applicants who, where it can be determined, lost their regular jobs as a result of such movement of work.
- (ii) The remaining employee applicants and selected applicant will be notified of his transfer as far in advance as possible but in no event later than five (5) working days prior to his reporting date. Failure to report on the date specified, unless a satisfactory explanation is provided prior to the date specified, shall mean the forfeiture of that particular transfer right. Seniority permitting, applicants for inter-plant transfers will have preference over local recalls or local applications for such job openings. Information with respect to the number of applications received for such transfer will be provided to the respective Plant Chairmen. An employee transferred under the terms of this provision will be credited with his total seniority in the plant to which he is transferred and forfeit all seniority rights at the former plant. Any employee transfer under the

terms of this provision will be limited to once per year from date of his last transfer, unless his regular job at the new plant becomes lost by further transfer of the work (on other than a temporary basis) which resulted in his initial transfer.

- (b) (1) An employee whose seniority is transferred between the plants of the Company pursuant to paragraph 21 (9) will be paid a relocation allowance provided:
 - (i) The plant to which the employee is to be relocated is at least fifty (50) miles from the plant from which his seniority was transferred, and
 - (ii) As a result of such relocation he changes his permanent residence and furnishes satisfactory evidence, and
 - (iii) He makes application within six (6) months after commencement of employment at the plant to which he was relocated in accordance with the procedure established by the Company.
- (2) The amount of Relocation Allowance will be determined as follows:

<u>Kilometers</u> <u>Between Plants</u>	<u>Single</u> <u>Employee</u>	<u>Married</u> <u>Employee</u>
80-159	\$ 665	\$ 1,470
160-479	\$ 740	\$ 1,620
480-799	\$ 800	\$ 1,700
800-1,599	\$ 965	\$ 2,010
1,600 or over	\$ 1,120	\$ 2,310

- (3) Should an employee be eligible, to receive a relocation allowance or its equivalent under any present or future Federal or Provincial Legislation, the amount of Relocation Allowance provided under this paragraph 21 (b), when added to the amount of relocation allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph. However, when plants or operations are being closed or relocated, and the Canada Manpower Relocation program applies, the Company and the Union agree to cooperate in implementing all available aid through the program and the limitation stated above shall not apply in such case.
- (4) Only one Relocation Allowance will be paid where more than one member of an immediate family living in the same residence is relocated pursuant to paragraph 21 (a).

SECTION 22

PREFERENTIAL HIRING

An employee with seniority laid off or contemplated to be laid off for a period of fifteen (15) consecutive working days at any plant covered by this Agreement who desires employment at another plant covered by this Agreement may

make application and will be given preference for employment over other applicants.

As a convenience to laid off employees who wish to make application for employment at other plants covered by this Agreement, the Company will maintain at each plant a current list of other plants which are hiring new employees and will have available application forms. An employee hired for work at another plant will not be required to serve a probationary period but his seniority will be date of entry into the hiring plant. He will, however, retain his accrued fringe benefits based on his total Company seniority. An employee who has been hired, must report for work on the date specified by the Company or he will forfeit his right for any preferential hire for one (1) year from such specified date. An employee who exercises the preferential hiring provisions of this Section 22 and who voluntarily resigns from the new plant for any reason, shall maintain his seniority status, if any, at his original plant. However, he shall not be eligible to exercise the preferential hire provisions of Section 22 at any time in the future.

If the employee receives a recall to his former plant, he shall elect:

- (a) to accept the recall to his former plant and forfeit all seniority rights at the hiring plant, or
- (b) remain in the hiring plant, forfeit all seniority rights at the plant from which he was employed but continue to retain his accrued fringe benefits based on his total Company seniority.

SECTION 23
ESTABLISHMENT OF NEW PLANTS

In the event that the National Automobile, Aerospace, Transportation and General Workers Union of Canada, is certified as the Collective Bargaining Agent for employees at a new plant of the Company, save and except those employees excluded by the certificate, doing similar or comparable work as that done by the employees covered by this Agreement, then such Agreement covering all items, where applicable, will apply to the employees of such new plant providing it is not contrary to Provincial legislation.

It is further agreed that immediately after certification in accordance with the above, the Company and Union on a local basis in the new plant shall negotiate a Local Agreement with respect to wages, fringe benefits and working conditions. Any such Agreement will establish equity with other plants covered by this Master Agreement providing it is not contrary to Provincial legislation.

4^e/D

SECTION 24
EMERGENCY WORK CALL-IN PAY

Should any employee perform authorized emergency work after having completed his scheduled shift, and before his starting time for his next scheduled shift, he will be paid a minimum of four (4) hours' pay at his straight time rate. However, if the calculated overtime payment is greater, the greater will govern.

SECTION 25
REPORTING FOR WORK PROVISION

4/10/04
Any employee reporting for work without having been told or advised by a foreman, supervisor or member of the Human Resources Department that there will be no work, will be given a minimum of four hours' work or four hours' pay at the applicable hourly rate. This provision will not apply when:

- (a) Such lack of work is due to fire, flood, power failure or some other cause, clearly beyond the control of the Company.
- (b) The employee has failed to notify the Human Resources Department or the Security Guard of his present address and telephone number by completing the forms supplied by the Human Resources Department.

SECTION 26
INJURY ALLOWANCE

If any employee receives an injury on the job and as a result he is authorized to go home or to an outside doctor or hospital, he shall be paid for lost time at applicable rates for the balance of his shift and any authorized overtime which he was to work either on the day on which the injury occurred or in the continuous hours from his shift. An injured employee who leaves the Company premises without authorization will not be paid for such lost time unless the Company is advised in writing by the attending doctor that such lost time was justified. Transportation will be provided by the Company.

SECTION 27
SAFETY AND HEALTH

- (a) The Company will make reasonable provisions for the safety and health of its employees during working hours and the Union agrees to assist the Company in maintaining proper observation of all safety and health rules. In accordance with prevailing practice, approved protective devices, wearing apparel and other equipment necessary to properly protect an employee's health and safety shall be provided by the Company at no cost to the employee. If an employee has cause to believe that a particular job is unsafe, he shall notify his foreman and the job shall then be examined by a Company representative and a Union representative to determine the extent of the hazard before the job is resumed.
- 6/1/11
- (b) Matters concerning safety are subjects for discussion with the Joint Health and Safety Committee and may be a subject for discussion at meetings between Local Plant Management and the Local Union Committee.
- 6/6/4
- (c) The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th of each year in observance of those workers who died in industrial accidents. The one (1) minute of silence will be observed without loss of production.

SECTION 28
MEDICAL REPORT

- (a) Where a physical examination of an employee who has acquired seniority, has been made by the Company Physician, a report of such examination will be given to the personal physician of the employee, upon the written request of the employee to the Human Resources Office.
- (b) If the Company is unable to arrange a medical examination for a probationary employee within the first two weeks of his employment and the employee subsequently is released as a result of a medical examination, the Company will give a copy of the report of such examination to the personal physician of the employee upon the written request of the employee to the Human Resources Department.

SECTION 29
CHANGE OF JOB PROVISION

- (a) When an employee is assigned a lower paid job for the convenience of the Company and where work is still available on his own job, he will be paid the rate of his own job.
- (b) In the event an employee is temporarily assigned to a higher rated job classification on any given day, he will be compensated at the higher rate for all hours worked on that day, providing he works on such higher rated job classification for one (1) hour or more.

SECTION 30 LEAVE OF ABSENCE

The Company will continue its past practice in regard to the granting of leaves of absence. Accordingly:

- 634/3 (a) An employee may request, in writing, a leave of absence, without pay, for legitimate reasons, and, if such leave of absence is granted in writing, seniority shall continue to accumulate during the absence. Employees failing to return to work within the three full working days after the expiration of a leave of absence will be considered to have voluntarily quit, unless they are able to give the Company a satisfactory reason for their failure to return to work. The Chairman of the Plant Committee will be advised of leaves of absence.
- (b) An employee who willfully misrepresents the facts on which the leave of absence is granted will subject himself to disciplinary action or discharge.
- 635, k
4 (c) An employee who is elected or appointed by the Union to engage in Union activities will be granted a leave of absence, in writing, for a period not to exceed one year, subject to extension, provided the Union has notified the Company in writing in advance of such leave. Members of the Plant Committee will be granted a leave of absence upon reasonable notice to the Company. Seniority will accumulate during such leave.
- (d) An employee with one or more years of seniority may apply in writing for a leave of ab-

62A/
see p. 111

sence for the purpose of attending a recognized primary, secondary or trade school, college or university full time. Such leave will be granted providing that the course of instruction is related to the employee's employment opportunities with the Company. The employee must supply the Company proof of his attendance at the school, college or university upon the completion of each semester or other school term. Such leaves of absence will be limited in duration to one (1) year, subject to extension upon application. Seniority will accumulate during such leaves. This subsection will not apply to summer students who are employed by the Company.

**SECTION 31
JURY DUTY PAY**

63B.C
1

An employee with seniority who is summoned and reports for jury duty (including Coroner's juries) or is subpoenaed as a Crown witness, as prescribed by applicable law, shall be paid by the Company an amount equal to the difference between the amount of wages (excluding night premium) the employee otherwise would have earned by working straight time hours on that day and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he otherwise would have been scheduled to work for the Company.

In order to receive payment, an employee must give the Company prior notice that he has been summoned for jury duty and must furnish

satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

SECTION 32 BEREAVEMENT ALLOWANCE

63A
1
When death occurs in his immediate family, i.e., spouse, parent or step-parent, parent or step-parent of current spouse, grandparent or grandparent of current spouse, child or step-child, grandchild, brother, sister, stepbrother, stepsister, half-brother or half-sister, a seniority employee upon notification to the Company, will be granted three (3) day's leave of absence with pay (five (5) days for the death of current spouse, child or step-child), at his straight time hourly rate for the straight time hours the employee is scheduled to work (excluding Saturdays, Sundays and Holidays, and Vacation or in the case of seven day per week operations, excluding regular off days) immediately following the date of death provided he attends the funeral. In the event, however, that the employee is unable to attend the funeral, he will be granted one (1) day's compassionate leave with pay as provided above.

63A
1
In the case of an employee who is granted a leave of absence due to the illness of a member of his immediate family, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

**SECTION 33
HOLIDAY PAY PLAN**

- (a) The holidays to be recognized and for which payment will be made to eligible employees are as follows:

5/1/50

1st Year

April 5, 1996	Good Friday
May 20, 1996	Victoria Day
June 28, 1996 +	
July 1 1996	Canada Day
September 2, 1996	Labour Day
October 14, 1996	Thanksgiving
December 23, 1996)	
December 24, 1996)	
December 25 1996)	
December 26 1996)	Christmas
December 27 1996)	Holiday
December 30, 1996)	Period
December 31, 1996)	
January 1 1997)	
March 28, 1997	Good Friday

2nd Year

eff.

9/16/06

5/1/40

May 16, 1997 +	
May 19 1997	Victoria Day
June 27, 1997 +	
June 30, 1997	Canada Day
September 1, 1997	Labour Day
October 13, 1997	Thanksgiving
December 24, 1997)	
December 25, 1997)	
December 26, 1997)	
December 29, 1997)	Christmas
December 30, 1997)	Holiday
December 31, 1997)	Period

January 1, 1998)
January 2, 1998)

3rd Year

April 10, 1998	
	Good Friday
May 15, 1998 +	
May 18, 1998	Victoria Day
July 3, 1998 +	
July 6, 1998	Canada Day
September 7, 1998	Labour Day
October 12, 1998	Thanksgiving
December 24, 1998)	
December 25, 1998)	Christmas
December 28, 1998)	Holiday
December 29, 1998)	Period
December 30, 1998)	
December 31, 1998)	
January 1, 1999)	

- (b) Each employee with seniority as of the date of the holiday who qualifies will be paid eight (8) hours' pay at his average straight time rate (including night shift premium where applicable) for the regular hours for the pay period in which the holiday falls. If the qualified employee is not at work during that pay period his average straight time rate (including night shift premium where applicable) for the purpose of holiday pay will be based on the last pay period preceding the holiday during which the employee worked.
- (c) In order to qualify for payment for a holiday, the employee must have worked his last scheduled work day which must be no ear-

lier than four (4) weeks prior to the week in which the holiday is observed. The employee must also work his next scheduled work day after the holiday which must be not later than eight (8) weeks following the week in which the holiday is observed. However, the four (4) and eight (8) week periods above shall apply to the beginning and ending respectively of a series of consecutive holidays as set out in Section 33 (a) above.

- (d) An employee scheduled to work on the day following the holiday, and who is late in excess of one (1) hour, will not receive payment for the holiday unless he can provide a satisfactory reason to the Company for his failure to report as scheduled.
- (e) An employee qualified by seniority, who is on a sick leave certified by a medical doctor or on an authorized leave of absence, will be deemed eligible for payment of holiday pay for any holiday occurring during the first month of such absence. Moreover, if the first one or more days of a series of consecutive holidays as referred to in Section 33 (a) above fell within the first month of a sick leave certified by a medical doctor, an employee will be deemed eligible for payment of holiday pay for all such days in that series. However, this latter provision would not apply in the case of an authorized leave of absence.
- (f) In the event that a holiday occurs during an eligible employee's vacation period, the qualifying periods outlined in Section (c) shall

be applied immediately prior to his vacation period and immediately following his vacation period.

- (g) If an employee accepts an assignment to work on a holiday and fails to report for duty he will not be paid for the holiday unless he furnishes a satisfactory reason to the Company for his failure to report for such duty.
- (h) An employee who works on a holiday, as set out herein, will be paid at the rate of double time on the rate of the job he performs for all hours worked. In addition he will receive one day's holiday pay at his average hourly rate if qualified as per (b) and he works his next scheduled work day after the holiday.

SECTION 34 VACATION PAY

- (a) The vacation pay eligibility date shall be May 31st.
- (b) No employee shall receive less vacation pay than that to which he would be entitled under existing law at the time such vacation pay is payable.
- (c) (1) The expression "minimum" hours wherever used in this section shall mean a total of 1,000 hours in the vacation year which shall be the fifty-two (52) pay periods immediately preceding the vacation pay eligibility date in that year. For the purpose only of calculating mini-

imum hours worked, hours paid for holidays not worked shall be considered as hours worked.

- (2) Vacation pay, in each year, shall be calculated on the basis of the employee's average straight time rate for the last pay period in which he worked and which ended prior to April 15 or prior to May 15, whichever calculation produces the higher rate.
 - (3) Where an employee has failed to work the minimum hours in a vacation year, he shall be entitled to the vacation pay for that year to which he would have been entitled if he had worked the minimum hours for that year, reduced by five (5) per cent for each fifty (50) hours (or fraction thereof) by which he has failed to work the minimum hours for that year.
 - (4) In computing the hours worked allowance will be made for continuous absence of five (5) working days or over to cover loss of time through certified sickness or accident on the job.
- (d) (1) Each employee who has attained the required number of years of service as of the vacation pay eligibility date and has worked the minimum hours, shall become entitled to vacation and vacation pay allowance in accordance with the following:
- (i) One (1) but less than three (3) years' service - two (2) weeks' vacation with 4% of annual earnings with the

54

01 62

Company or eighty (80) hours' pay whichever is the greater.

SS/A

(ii) Three (3) but less than five (5) years' service - two (2) weeks' vacation with vacation pay of 5% of annual earnings with the Company or one hundred (100) hours whichever is the greater.

OS - 03

(iii) Five (5) but less than eight (8) years' service - three (3) weeks' vacation (two(2) weeks' consecutive) with vacation pay of 6% of annual earnings with the Company or one hundred and twenty (120) hours whichever is the greater.

(iv) Eight (8) but less than fifteen (15) years' service - three (3) weeks' vacation (two(2) weeks' consecutive) with vacation pay of 7% of annual earnings with the Company or one hundred and forty (140) hours whichever is the greater.

IS - 04

(v) Fifteen (15) or more years' service - four (4) weeks' vacation (two (2) weeks' consecutive) with vacation pay of 8% of annual earnings with the Company or one hundred and sixty (160) hours whichever is the greater.

SS/B

(vi) Employees with twenty (20) or more years' service shall receive an additional 2% of annual earning or forty (40) hours' pay whichever is the greater.

- (2) Vacation pay shall be calculated on an hour's basis for the period June 1 of the preceding year to May 31 of the current year, in accordance with the employee's total service as of June 1 of the current year.
- (3) In computing the vacation pay allowance will be made for continuous absence of five (5) working days or over to cover loss of time through certified sickness or accident on the job. In such cases, the Company will credit the earned income of the employee with an amount equal to the regular hours lost, "not including overtime, due to such illness or injury at the base rate of pay of such employee and the vacation pay shall be calculated in accordance with Section 34 (c) above.
- (e) For the purposes of vacation scheduling, the vacation period shall be from June 1st through May 31st of each year. Annual vacations as provided for in (d)(1)(i), (ii), (iii), (iv), (v) must be taken within that period and cannot be cashed or accumulated from one year to the next.

SECTION 35

COST OF LIVING ALLOWANCE

- (a) It is understood that the hourly wage rates as outlined in each Local Agreement include an amount of thirty-five cents (\$0.35) which was paid as a Cost of Living Allowance prior

to the signing of this Agreement. The remaining six cents (\$0.06) will continue to be paid as a Cost of Living Allowance which amount was being paid prior to the signing of this Agreement.

5 1/2 (b) In addition to the above, commencing with the first pay period beginning on or after July 1, 1996, and adjusted at three month intervals thereafter, each employee covered by this Agreement shall receive a Cost of Living Allowance for each hour worked based on a 1 cent increase or decrease for each 0.096 change in the three month average of the Consumer Price Indexes published by Statistics Canada (1986 = 100) during the preceding three months as compared to the previously established three-month average of the Consumer Price Indexes.

For each adjustment during the eleven three-month periods beginning July 1, 1996, and ending with the three-month period beginning January 1, 1999, in which an increase in the Cost of Living Allowance shall be required as outlined above, the amount of increase required each three-month period shall be reduced by one cent (.01) up to a maximum reduction during these eleven (.11) cents; provided, however, that in any three month period in which the Cost of Living Allowance required is equal to or less than the highest level previously reached during the term of this Agreement there shall be no one cent (.01) reduction as provided herein.

- (c) In the event that Statistics Canada does not issues the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in (b) above, any adjustment in Cost of Living Allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after the Indexes have been officially published.
- (d) No adjustment, retroactive, or otherwise, shall be made in the Consumer Price Index published by Statistics Canada for any other month on the basis of which the Cost Of Living Allowance has been published.
- (e) The amounts of Cost of Living Allowance referred to in (b) above are not added to wages rates and as such are not subject to premium payment.

SECTION 36 ANNUAL IMPROVEMENT FACTOR

The annual improvement factor provided for herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, each Production employee covered by this Agreement shall receive an improvement factor

increase in his wage rate (exclusive of cost of living allowance, shift premium and any other premiums) of thirty (30) cents per hour effective April 1, 1997, and thirty (30) cents per hour effective April 1, 1998, and each Skilled Trades employee covered by this Agreement shall receive an improvement factor increase in his wage rate (exclusive of cost of living allowance, shift premium and any other premiums) of forty-five (45) cents per hour effective April 1, 1997 and forty-five (45) cents per hour effective April 1, 1998.

SECTION 37

SUPPLEMENTAL AGREEMENTS

The parties to this Agreement have provided for a Pension Plan, an Insurance Program and a Supplemental Unemployment Benefit Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement which Supplemental Agreements are attached hereto as Exhibit '#', Exhibit "B" and Exhibit "C" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan, or the Insurance Program or the Supplemental Unemployment Benefit Plan shall be subject to the Grievance Procedure established this Agreement.

SECTION 38
WORK STANDARDS

- (a) Where there are work standards established on production operations expressed on the basis of minutes per piece, output per hour, output per shift, such standards shall be maintained or changed on a basis of fairness and equity and shall recognize the required quality of workmanship, the efficiency of operations and the reasonable working capacity of normal experienced operators.
- (b) The Company, prior to any change to a work standard which has been previously established or the introduction of a new standard, agrees to discuss such proposed change or newly established standard with the Local Plant Committee. Should a dispute result between the parties the matter may be subject to the grievance procedure and such grievance will be processed pursuant to the provisions of Section 13 of the Master Agreement.
- (c) In the event that a grievance regarding a work standards dispute referred to in (b) above is submitted to an arbitrator, the arbitrator will be a person technically competent to deal with the dispute. The arbitrator's function will be solely to determine whether the standard is fair or unfair. If the arbitrator determines it is fair the standard which the Company set will remain in effect. If, on the other hand the arbitrator determines the standard is unfair, then the

- Company is obliged to set a new standard.
- (d) Where a work standard which has been changed or newly established is in dispute, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to meet the new standard.

SECTION 39 SPECIAL LAYOFF AND RECALL

Notwithstanding the provisions of Section 3, Layoffs and Recalls, of the Local Agreements, in the event of a layoff which is known at the time to be of a temporary period of two (2) weeks or more but not exceeding sixty (60) days, the Local parties may confer to mutually arrange a layoff on the basis of inverse seniority.

It is understood that any such arrangement will include provision that employees in the department(s) affected with less than one (1) year's seniority will be laid off first and any subsequent layoffs by inverse seniority will be by job or wage classification by department. Deviations may be made by mutual agreement of the parties.

If the number of employees to be laid off on an inverse basis under such a special provision would adversely affect the efficiency of the department(s) concerned, Management may decline to effect such inverse layoff.

It is understood that the Company will not be liable for any claim for back pay resulting from the application of any inverse seniority provision.

SECTION 40
SUB-CONTRACTING

5/1

The Company agrees that it will give priority to its own employees in performing Skilled Trades, Maintenance and Service work in the plants covered by this Agreement provided that the Company has the manpower, skills, equipment and facilities to do so and the work can be performed to required specifications and within projected time limits.

The Company further agrees that it will not sub-contract work normally and historically performed by the maintenance group if employee(s) in the affected skilled trades group are on lay off or not fully utilized as provided for under the respective local agreements. It is understood that this will not apply in cases where the Company does not have the manpower, skills, equipment and facilities to do so and the work can not be performed to required specifications and within projected time limits.

SECTION 41
SPECIAL PLACEMENT

11+12
2

Should an employee have a permanent condition, either by sickness, injury, or for any other acceptable reason and is no longer capable of performing his regular job, every effort will be made by the Parties to place such employee in another job which he is capable of performing. A Local Joint Committee which includes the local Union and Company Certified Safety Representatives will meet to identify jobs that the employee is capable of performing. Upon agreement of the Local Joint Committee, a qualified third party may be utilized to determine proper placement.

All exceptions to the seniority provisions of this Agreement must be mutually agreed to by the Company and the Union.

SECTION 42 AGREEMENT

The Company undertakes to forward the copy of this Agreement to a Union printer within thirty (30) days of signature. The Company further agrees to promptly distribute such printed copies of this Agreement to all employees of the Company.



SECTION 43 MODIFICATION, RENEWAL AND TERMINATION

This Agreement shall become effective April 1, 1996, and shall continue in effect until March 31, 1999. It shall continue from year to year thereafter unless either party gives notice in writing to the other party not earlier than ninety (90) days nor later than thirty (30) days prior to the date of expiration to terminate or renew this Agreement or to negotiate a revision thereof.

If notice of desire to modify or amend any section or provisions of the Agreement is given by either party, pursuant to the above hereof, negotiations will commence not later than twenty (20) days after receipt of such written notice and if such negotiations do not result in agreement prior to the anniversary date of this Agreement, then this Agreement shall continue in full force

and effect for such extended period as may be mutually agreed upon.

This Agreement supersedes all previous Agreements and Memoranda relating such previous Agreements. Signed at Oshawa, Ontario this 1st day of June, 1996.

FOR THE COMPANY: **FOR THE LOCAL UNION:**

**R.J. Straub
L.P. Abernathy
H.J. Bono
J.D. Smith
B.E. Ormiston
W.R. McBride
C.G. Faulkner
S.A. McAteer
R. Johnson
M. Lussier
A. Nasab**

**G. Seguin
M. McCarthy
D. Challice
B. Pollard
T. Moffat
R. Gauthier
M. Lecompte
M. Durocher
J. Bernique
J. Kovacs**

FOR THE NATIONAL UNION:

P. Morin

ARTICLE 1
SKILLED TRADES MASTER

- (a) Skilled trades for the purpose of this Appendix will be listed in the Local Agreements,
- (b) The term "Production" as used in this Appendix refers to all departments not included in the Skilled Trades.
- (c) All provisions of the Master and Local Agreements and all related benefits, when applicable, shall apply to the employees of the Skilled Trades sections, except as otherwise expressly provided for in this Appendix
- (d) It is understood and agreed that each Skilled Trade as listed in the respective Local Agreements has a work content and priority area as established by practice. Such practice will be continued during the life of this Agreement. If the situation should necessitate a change in this practice the parties will confer. It is understood that a temporary assignment of work to another Skilled Trade will not form a priority area or work content of the trade to which it has been assigned.

ARTICLE 2 DEFINITIONS

- (a) Journeyman - The term "Journeyman" as used in this Appendix shall mean any person who:
- (1) has completed a bona-fide apprenticeship of four (4) years - 8,000 hours, and possesses proof of such apprenticeship service, or
 - (2) holds a recognized C.A.W. journeyman card in the trade in which he claims recognition, or
 - (3) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade in which he claims journeyman status and possesses ample proof of such experience, or
 - (4) has obtained a Stationary Engineer's Certificate in accordance with the Operating Engineers Act of Ontario 1977.

Entry into the trades shall be restricted to persons,

- (1) who qualify as journeymen under the provisions set forth in the immediately preceding paragraph or
- (2) who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties or
- (3) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Trades Representative or

- (4) who provide documents within fifteen (15) working days of being promoted from any classification.

ARTICLE 3 EMPLOYMENT

- (a) Employment in a Skilled Trade shall be limited to Journeymen and Apprentices except when the provisions of Article 3 (b) and (c) will apply.
- (b) Supplemental Helpers may be employed to assist Journeymen in a Skilled Trade for temporary periods up to thirty (30) days provided, however, that if Journeymen are unavailable, the temporary period referred to above may be extended for a further period, but in any event, not to exceed sixty (60) days in total.
- (c) Employees in a Production group may be employed to do labour work associated with Skilled Trades during the maintenance clean-up period normally scheduled in the summer months.

ARTICLE 4 ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSE

A newly hired probationary journeyman shall acquire seniority rights in a Skilled Trade consistent

with the provisions of Section 17 (a) of the Master Agreement.

If a probationary journeyman in one skilled trade is transferred to another skilled trade, all time worked in either skilled trade will be credited for his acquisition of seniority. However, once he has acquired seniority, his seniority date will be his date of entry into the latter skilled trade.

The retention of probationary journeymen shall be consistent with the provisions of Section 17 (b) of the Master Agreement.

ARTICLE 5 APPLICATION OF SENIORITY

The application of seniority in the Skilled Trade departments shall be by non-interchangeable occupations or trades within a department as appear in the flow charts of each local Skilled Trades Agreement.

Seniority lists shall be by basic trades or occupations.

ARTICLE 6 ACCUMULATION OF SENIORITY

- (a) Unless otherwise agreed by the parties concerned, a Journeyman or Apprentice in a skilled trade will have date of entry seniority in such skilled trade and shall continue to accumulate plant-wide seniority.
- (b) A supplemental helper shall not accumulate seniority within a skilled trade but shall accumulate plant-wide seniority.

ARTICLE 7 SUPPLEMENTAL HELPERS

APPLICATION

An employee interested in employment as a Supplemental Helper will be required to complete an application form obtainable at the Human Resources Department, indicating all pertinent data, such as trade requested, individual qualifications, ability and proven trade related experience.

All applications will become canceled the first day of January of each year; however, an employee who desires to renew his application may do so.

SELECTION

Supplemental Helpers will be obtained in the following manner and sequence:

- (1) Laid off Journeymen, Apprentices, or Probationary Journeymen with relevant experience, and in line with their trade seniority.
- (2) Production employees with relevant experience providing they prove acceptable to the Company for such work, when in the opinion of the Company, experience and ability are relatively equal, seniority will prevail.
- (3) New Hires, providing other employees are not available,

ARTICLE 8
LAYOFF AND RECALL PROCEDURE

- (a) A production employee cannot exercise his seniority to displace a Journeyman, Apprentice or Supplemental Helper within a Skilled Trade. Conversely, a Journeyman, Apprentice or Supplemental Helper cannot exercise his seniority to displace an employee in the Production Group except as herein provided.
- (b) In the event of a layoff from a Skilled Trade the following procedure shall apply:
- First** - Supplemental Helpers who were obtained in accordance with Article 7 (2) and (3) will be laid off from the affected Skilled Trade in the inverse order of seniority and will exercise their seniority in the Production Group in accordance with the layoff and recall section of the applicable Local Agreement.
- Second** - Supplemental Helpers who were obtained in accordance with Article 7 (1) will be laid off from the affected Skilled Trade in the inverse order of seniority.
- Third** - Probationary Journeymen will be laid off from the affected Skilled Trades.
- Fourth** - Journeymen will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade. A Journeyman to be laid off from his trade may exercise his total seniority to displace the most junior supplemental employee who is employed in another Skilled Trade, provided, however, that such Journeyman has the necessary skill and ability.

Fifth - Apprentices will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade and in accordance with Article 6 of the Apprenticeship Program.

- (c) Recalls of Journeymen, Apprentices, or Probationary Journeymen within a Skilled Trade shall be made in the reverse order of layoff within such Skilled Trade affected.
- (d) Skilled Trades flow chart for layoff and recall purposes appears in each respective Local Agreement.
- (e) A laid off seniority Journeyman or Apprentice, after serving a layoff of thirteen (13) consecutive weeks can elect within a period of fifteen (15) calendar days thereafter, to continue on layoff or exercise his total plant seniority, if sufficient, to displace the most junior employee within the Production group in accordance with the Production Layoff and Recall Provisions of the respective local Agreements. It is further understood that the option of exercising his total plant seniority in the Production Group may only be exercised once during a skilled trades employee's period of employment.

The Skilled Trades employee who either exercises his total plant seniority in Production or who elects to remain on layoff, will still retain his recall rights to his former Skilled Trade. However, a skilled trades employee working in Production, who rejects a recall to his former skilled trades classifica-

tion will automatically have his total plant seniority vested in Production and forfeit recall rights to his former skilled trade.

- (f) In the event that the Company hires a laid off probationary Journeyman employee into a Production Group, the employee will forfeit any claim to his Skilled Trade and will be required to serve the full probationary period in production as outlined in Section 17 of the Master Agreement. Should such employee be laid off from production and rehired into a Skilled Trade as a probationary Journeyman, he will be required to serve the full probationary period with the Trade as outlined in Article 4.

If circumstances arise that are not covered in this article, the local Union Committee and Management will confer.

ARTICLE 9 DISCONTINUANCE OR ELIMINATION OF A SKILLED TRADE

Where the work of a skilled trade is discontinued or eliminated, or a journeyman or apprentice has served a layoff of six (6) consecutive months from his Skilled Trade, the "parties" will endeavour to place the appropriate number of employee(s) of the affected department in another Skilled Trade for which they may qualify as either a Journeyman or Apprentice in accordance with Article 6. In the event such is not possible, the provisions of Article 8 (e) shall apply.

ARTICLE 10
OVERTIME DISTRIBUTION

When overtime is scheduled in a Skilled Trade overtime sharing group, such overtime will be distributed evenly as far as possible among those employees presently working in such overtime sharing group. Such overtime will be offered first to the Journeyman and secondly to the Apprentice in such overtime sharing group and thirdly, to supplemental employees in such overtime sharing group.

Overtime sharing in the Skilled Trades will be by sharing groups as listed in Local Agreements.

ARTICLE 11
PERMANENT TRANSFERS

- (a) Should an employee in one Skilled Trade, possessing Journeyman qualifications in another Skilled Trade, as listed in the Local Agreement, be granted a transfer from his present Skilled Trade into such other Skilled Trade job vacancy, he shall retain seniority in his former Skilled Trade for thirty (30) calendar days, at which time he will forfeit his seniority rights in the former Skilled Trade and establish seniority, as per Article 6 (a) in such other Skilled Trade.
- (b) A Journeyman in a Skilled Trades Department will have priority transfer rights to another Skilled Trade within that department over other applicants from another Skilled

Trade Department or new hires providing he has the necessary qualifications, ability and proven trade related experience.

- (c) Transfers made under this Article are limited to once yearly.

ARTICLE 12 SPECIAL PLACEMENT

Should a Skilled Trade employee become incapacitated by either age, sickness, injury or for any other acceptable reason and is not longer capable of performing his regular skilled work, every effort will be made by the "Parties" to place such employee in another skilled trade which he is capable of performing in accordance with the provisions of Section 41 of the Master Agreement, and he will have total seniority in the latter Skilled Trade.

ARTICLE 13 DEDUCTION OF SKILLED TRADES COUNCIL MEMBERSHIP DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

The first deduction is to be made from the employees from the first pay received after completion of the probation period. Future deductions are to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 14
APPRENTICESHIP AGREEMENT

The parties to this Agreement have provided for an Apprenticeship Program attached hereto as Exhibit "A" which will be made part of this Agreement.

**EXHIBIT "A" TO THE MASTER
APPENDIX - SKILLED TRADES**

APPRENTICESHIP PROGRAM

between

PPG CANADA INC.

and the

**NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION
OF CANADA (C.A.W. - CANADA)**

and its

LOCALS No. 222 AND No. 1661

**April 1, 1996
to
March 31, 1999**

ARTICLE 1
DEFINITIONS

- (a) The term "Company" shall mean PPG Canada Inc., Duplate Division.
- (b) The term "Union" shall mean the duly authorized representatives of the National Union, National Automobile, Aerospace, Transportation and General Workers of Canada (C.A.W.-Canada), and its Locals No. 222 and No. 1661.
- (c) "Registration Agency" on labour standards shall mean the Industrial Training Branch of the Ministry of Colleges and Universities.
- (d) "Registration Agency" for the apprentice as a student covering related instruction, shall mean Community College selected or an appropriate Board of Education.
"Apprentice Contract" shall mean a written agreement between the Company and the person employed as an apprentice, which contract shall be approved and signed by the Chairman and Secretary of the Committee and registered with the Registration Agencies and the Local Union.
- (e) "Apprentice" shall mean a person engaged in learning and assisting in the trade to which he has been assigned under these standards and who is covered by a written agreement providing for his training in accordance with these standards of apprenticeship and who is registered with the Registration Agencies.
- (f) "Committee" shall mean the Local Joint Apprenticeship Committee organized under these standards.
- (g) "Apprentice Coordinator" shall mean the

person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

ARTICLE 2 APPLICATIONS

1. Present Employees

- (a) Notice of apprenticeship openings for specific trades will be posted on the Company's Bulletin Boards for a period of five (5) days.
- (b) Applications for apprenticeship will be accepted by the Human Resources Department from employees.
- (c) Applicants meeting the minimum eligibility requirements as outlined in Article 3 will be turned over to the Joint Apprenticeship Committee for their evaluation.

2. Outside Applicants

The Human Resources Department will assess and evaluate outside applicants and ensure that the minimum eligibility requirements as outlined in Article 3 are met. Applications will then be turned over to the Joint Apprenticeship Committee for their evaluation.

ARTICLE 3
APPRENTICESHIP ELIGIBILITY
REQUIREMENTS

- (a) Selected applicants will be subject to a battery of tests and be interviewed for an assessment of their qualifications.
- (b) Selection of apprentices under this program shall be based on the test results referred to in 3 (a) above as well as the applicants' skill, efficiency and ability to perform the work. The above being relatively equal, seniority shall govern.
- (c) When apprentices are selected, such selections shall be on the basis of two (2) from employees, then one from outside the Company. However, more applications from outside may be selected in the event that sufficient qualified employee applicants are not available.
- (d) Selection of apprentices under this program shall be made in accordance with Article 3 (a), (b), (c) above and Section 9 of the Master Agreement.
- (e) In order to be eligible for apprenticeship under these standards, the applicant must meet the following minimum qualifications:
 - (1) Applicants must have grade 12 education or its equivalent;
 - (2) Applicants must have attained a passing mark on the screening tests;
 - (3) Applicants must be 18 years of age or older;
 - (4) Applicants must be physically able to work in the trade.

ARTICLE 4

CREDIT FOR PREVIOUS EXPERIENCE

- (a) Credit for previous experience in an apprentice training program may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he has satisfactorily demonstrated that he possesses such previous experience and is able to do the job, or possesses the educational knowledge for which he is requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.
- (b) Any contemplated credit for such training will be reviewed by the Committee.

ARTICLE 5

TERM OF APPRENTICESHIP

- (a) The term of apprenticeship shall be normally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of 1,000 hours each. The hours spent on related training shall be considered as hours worked for purposes of calculating the hours referred to in this Article.

- (b) Not more than 10 percent of the total time may be assigned to optional work as set forth in the standards. Deviations from such limitations must be approved by the Committee

**ARTICLE 6
NUMBER OF APPRENTICES**

- (a) The number of apprentices that may be employed in the trade shall be in accordance with the following schedule:

of	No. of Journeymen	=	No. Apprentices
Machine Repair:	1-5	=	1
	6-11	=	2
	12-17	=	3
	18-23	=	4
	etc.		
Tool Maker:	1-5	=	1
	6-11	=	2
	etc.		
Electrician:	1-5	=	1
	6-11	=	2
	etc.		
Pipefitter:	1-5	=	1
	6-11	=	2
	etc.		

- (b) Where there are no journeymen laid off or available in the trade, or where the impact of early retirement could create a skilled manpower shortage, the Parties may mutually agree to add apprentices over and above the number shown here.

ARTICLE 7 STANDARD WORK WEEK

To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be 40 hours.

- (a) Apprentices may be assigned to overtime work as specified in Article 11 of the Master Appendix Skilled Trades, in the equalization group with which the course of their training is currently associated.
- (b) In case an apprentice is required to work overtime, he shall receive credit on the term of apprenticeship for only the hours worked.

ARTICLE 8 RELATED TRAINING

Each apprentice shall be required during the period of his apprenticeship program to complete a program of related and supplemental classroom instructions as required by the Ministry of Colleges and Universities in conjunction with the applicable Community College.

ARTICLE 9
PROGRESS REPORTS

- (a) An accurate record shall be kept of the hours worked for each apprentice under the training program. These hours shall be recorded on appropriate forms.
- (b) Progress reports will be issued as soon as possible.

210
1

ARTICLE 10
APPRENTICE RATE SCHEDULE

Each apprentice, provided he maintains satisfactory progress, shall receive a basic hourly rate in accordance with the following schedule: The 8,000-hour period of apprenticeship shall be divided into eight (8) equal periods of 1,000 hours each. The starting rate will be equal to 65% of the journeyman's base rate. The apprentices shall be entitled to an increase equal to one-eighth (1/8) of the difference between the starting rate and the applicable journeyman rate at the completion of each 1,000-hour period. However, the starting rate for apprentices selected from seniority employees will be equal to 75% of the journeyman's base rate.

- (a) An apprentice who is given credit for previous experience shall be paid the wage rate for the period for which the employee was credited.
- (b) Upon graduation, an apprentice will receive a rate of payment not less than the rate paid

- to skilled journeymen in the trade in which he has served his apprenticeship after approval of his completion of training.
- (c) The term "journeyman" when used in the Apprenticeship Program will mean a person who:
 - (1) has satisfactorily completed a bona fide apprentice training course as provided by the Company, or
 - (2) fulfills one of the definitions as outlined in Article 2 of the Collective Agreement.

ARTICLE 11

JOINT APPRENTICESHIP COMMITTEE

- (a) This Committee shall be composed of an equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Director, Human Resources or his designate shall act as Chairman of this Committee. The Secretary shall be a union member. The Committee shall meet at least once a month or on call of the Chairman or Secretary. The Union shall appoint its members of the Joint Apprenticeship Committee from the plant, one of which shall be a journeyman. This Committee shall not exceed a total of four (4) members.
- (b) Each Union member of the Joint Apprenticeship Committee will be paid his regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours he would otherwise have worked in the plant.

- (c) It shall be the duty of the Committee:
- (1) To ensure that applicants who meet the minimum qualifications are interviewed, assessed, counseled, and impressed with their responsibilities in the program. The acceptance or reaction of applications for apprenticeship shall be governed by the standards established in Article 3 (a), (b) and (c), of this program.
 - (2) To review the test results referred to in Article 3 (a) of this Program.
 - (3) To review the amount of credit to be given for previous experience and training.
 - (4) To place apprentices under agreement.
 - (5) To establish with representation of the applicable Community College the content and schedule of the course or courses for the apprentices.
 - (6) To offer constructive suggestions for improvement of training on the job.
 - (7) To certify the names of graduate apprentices in accordance with Article 9 of this program. No certificates will be issued unless approved by the Committee.
 - (8) To conduct orderly monthly meetings or as required. Minutes of such meetings will be provided by the Company.

ARTICLE 12
APPRENTICE CONTRACT

Every apprentice shall be required to sign an Apprentice Contract.

ARTICLE 13

CO-ORDINATION OF APPRENTICES

Apprentices shall be under the general direction of the Apprentice Coordinator and under the immediate direction of the Foreman of the Department while working with a journeyman to whom assigned. The Apprentice Coordinator is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

The Apprentice Coordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the foreman under whom the apprentices receive instruction and experience. Foremen shall make a report at least every thirty (30) days to the Apprentice Coordinator on the work and progress of the apprentices under their supervision.

If the Apprentice Coordinator finds that an apprentice shows a lack of interest or does not have the ability to become a competent tradesman, he shall place all the facts in the case before the Joint Committee for its decision. Under these circumstances, an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or his contract may be terminated. The Registration Agencies shall be advised of all terminations.

ARTICLE 14
SENIORITY OF APPRENTICES

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% credit for seniority of time spent in the Apprenticeship Training Program in his trade in accordance with Article 6 (a) of the Master Agreement.

Apprentices will exercise their seniority in their own group. For example, if there are three apprentices in any specific trade and a reduction in this number is required, the first enrolled in the program shall be the last laid off and the last laid off shall be the first to be recalled.

An employee having seniority in the plant who enters the Apprenticeship Training Program shall, during the period of his apprenticeship, retain and accumulate seniority in the plant, and if dismissed from the Apprenticeship Training Program, he shall return to the Production group in accordance with Section 3 of the respective Local Agreement.

An employee having seniority in the plant who enters the Apprenticeship Training Program, and during the period of his apprenticeship is laid off from the Apprenticeship Training Program, may return to the Production group in accordance with Article 8 (e) of the Master Appendix Skilled Trades.

An apprentice hired directly into an apprentice classification shall for the purposes of layoff, recall and benefit coverage have a seniority date with the Company consistent with his date of en-

try once his probationary period has been successfully completed as per Section 17 of the Master Agreement and in the event of layoff may apply for production pursuant to Article 8 (e) of the Master Appendix Skilled Trades.

**MASTER APPENDIX
SKILLED TRADES**

Entered Into This First Day of April 1, 1996

Between

PPG CANADA INC.

(hereinafter referred to as the "Company")

and

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (C.A.W.-
CANADA)**

**affiliated with *the* Canadian Labour Congress
and its Local No. 222 and No. 1661**

**Dated at Oshawa, Ontario this 1st day of June,
1996.**

FOR THE COMPANY:

**R.J. Straub
L.P. Abernathy
H.J. Bono
J.D. Smith
B.E. Ormiston
W.R. McBride
C.G. Faulkner
S.A. McAteer
R. Johnson
M. Lussier
A. Nasab**

**FOR THE
LOCAL UNION:**

**G. Seguin
M. McCarthy
D. Challice
B. Pollard
T. Moffat
M. Durocher
R. Gauthier
M. Lecompte
J. Bernique
J.Kovacs**

**FOR THE NATIONAL UNION:
P. Morin**

LETTERS OF UNDERSTANDING MASTER AGREEMENT

(The following letters of understanding which were furnished to the C.A.W. contain undertakings and commitments on the part of the Company for the duration of this Agreement unless changed by mutual agreement. They are not part of the Master Agreement but have been included in this booklet for information purposes.)

INDEX LETTERS OF UNDERSTANDING

	Letter	
	No.	Page
Sub-contracting	1	87
Union Dues Calculation and Deduction	2	86
Grievance Procedure	3	88
- Special Meeting		
Loss of Seniority - Voluntary Termination or Involuntary Absence	4	90
Workers Compensation/ Sickness and Accident Benefit Options	5	92
Identification of Employee's Immediate Supervisor	6	93
Student Employment	7	95
Skilled Trades - Coveralls, Tools and Vacations	8	97
Pay Periods	9	99
Early Retirement Pensions	10	100
Insurance Review Procedure	11	102
Windsor Employees	12	104
Grievance Procedure	13	105
National Representative		
Orientation Program	14	107
Employee Request to Review Personal Work History Folder	15	109
Paid Education Leave	16	111
Plant Closings	17	112
Sexual Harassment	18	113
Aids in the Workplace	19	115
Certified Safety Representative	20	116

	Letter No.	Page
Vacation Scheduling	21	118
Technological change	22	120
Lines of Demarcation	23	122
Medical Reports and Notes	24	124

Letter No. 1
PPG CANADA INC.

Sub-Contracting

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

With respect to Section 40 of the Master Agreement, Sub-Contracting, it is further agreed that the efficiencies and economics involved and the recognized importance of job security of Skilled Trades, Maintenance and Service employees are necessary considerations in making a decision to sub-contract.

The Company further agrees that prior to letting a contract for the performance of Skilled Trades, Maintenance and Service work, Management representatives will discuss the matter with the Plant Chairman and Committeeman concerned. The advance discussion will include information as to the nature, scope and approximate dates of the work to be performed and the reason or reasons why Management is contemplating sub-contracting the work. The Plant Chair-

man and Committeeman concerned will be afforded the opportunity to comment on the Company's contemplated plans for sub-contracting the work in question. Management will be expected to review such contemplated plans in light of the Union representative's comments and to give appropriate weight to those comments.

§) In the event there are skilled trades employees on forced layoff, the Company will not sub-contract work within that particular trade until such decision is discussed in advance with the Skilled Trades committeeman. After such discussion, laid-off skilled trades employees may be offered the work provided such work has normally been performed within the affected trade, is within the capabilities of the laid-off employees, can be completed in a timely manner, with due regard to the scope of the work and relevant economic considerations.

It is understood that the "Service" as stated in the provisions of Section 40 of the Master Agreement and this letter of understanding includes truck driving and plant cleanup work as presently performed in the respective plants.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 2
PPG CANADA INC.

Union Dues
Calculation and
Deduction

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations the Union requested that the Company deduct union dues on a weekly basis. The Company indicated that it is prepared to deduct union dues on a weekly basis, with remittance to the Union, no later than ten (10) calendar days following the end of the month. However, it is recognized that a period of time is required in order to make the necessary system changes.

It is also understood that the Company will consult with the Union on any specific issues that arise with respect to the implementation of weekly union dues. It is further agreed the Company will make every effort to implement the weekly union dues system as soon as practical following the

ratification of the Agreement, to be no later than
January 1st, 1997.

Yours truly,
PPG CANADA INC.

R. J. Straub
Manager, Industrial Relations

Letter No. 3
PPG CANADA INC.

Grievance Procedure
- Special Meeting

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This will confirm certain understanding reached during negotiations concerning Section 13 of the Master Agreement (Grievance Procedure).

The Union and Company agree that it is desirable to attempt to resolve grievances at the earlier stages of the grievance procedure. However, the parties also recognize that some grievances will be processed to arbitration. In such cases, if either party feels that a meeting between senior officials of the Company and the Union might assist in resolving the dispute the local plant committee or local management may, within five (5) days following management's decision under Section 13 (c), request such a meeting. If the party receiving such request is in agreement, a meeting will be held within five (5) days

following the request. Such meeting will be attended by the Director, industrial Relations or his designate on behalf of the Company and the National President of the C.A.W. or his designated on behalf of the Union. Any agreement reached at such a meeting will be put in writing and will be final and binding on the parties.

This understanding is not intended to add another step to the grievance procedure nor to substitute negotiation for the arbitration process.

Yours truly,
PPG CANADA INC.

R.J Straub
Manager, Industrial Relations

Letter No. 4
PPG CANADA INC.

Loss of Seniority
Voluntary Termination
or Involuntary Absence

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This letter makes reference to Section 18 of the Master Agreement and sets forth the Company's intent with respect to loss of seniority in the event of voluntary termination or involuntary absence.

- (a) In the event that an employee, quits, the Company will notify the Plant Chairman and will delay processing the termination for a period of 24 hours following such notification. If, during this period of 24 hours, the employee decides to remain with the Company and his reasons for quitting will be reviewed, his resignation will be rescinded, in which case he will be retained with full seniority rights.
- (b) In the event that an employee is absent involuntarily for such reason as serving a jail

sentence, the Company will review the facts in considering whether or *not to* grant a leave of absence. However, if the employee loses his seniority he may file a grievance within three (3) days following the expiration of his involuntary absence.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 5
PPG CANADA INC.

**Workers Compensation/Sickness
and Accident Benefit Options**

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

It is understood and agreed that any employee who has been injured and subsequently claims Workers Compensation Benefits will, if such claim is contested by the Company or the Workers' Compensation Board, be permitted to claim an advance from Sickness and Accident benefits during the time period in which his Workers Compensation Benefits claim is being processed provided he files the requisite S & A documents and signs a "Waiver Form" supplied by the Company.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 6
PPG CANADA INC.

Identification of Employee's
Immediate Supervisor

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During the negotiations, the matter of the identification of an employee's immediate supervisor was discussed.

In order that an employee know the name of his immediate Supervisor, the Company will indicate the name of the Supervisor in charge of a shift in a department. Where a regular Supervisor is not employed on a shift within a department, a General Supervisor or Operations Supervisor will be in charge. The employee affected will be notified of any changes in supervision.

It is Company practice that under normal circumstances an employee will be supervised by his immediate Supervisor and a member of supervision who wishes to issue instructions to an employee not under his direction will do so

through that employee's Supervisor, except in cases of emergency or when the employee's immediate Supervisor is not available.

Yours truly,
PPG CANADA INC.

R.J.Straub
Manager, Industrial Relations

Letter No. 7
PPG CANADA INC.

Student Employment

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During the negotiations, the subject of special status for student hires was discussed in connection with Section 17 of this Master Agreement, and the following understanding was agreed upon:

- (a) Should students be employed by the Company for work during the summer period, they will be granted special temporary status wherein the provisions of Section 17 for acquisition of seniority will not apply. As a condition of such employment, each student must supply the Company with a statement that it is his intention to accept temporary employment only for the summer period. The employment status of all students will be reviewed by the parties at the end of August. In any case, all students hired for temporary summer work will be terminated at the end of their summer vacation period.
- (b) Students hired under (a) above will be sub-

ject to the same wage rate applicable to other employees and will be eligible for enrollment in the various benefits programs provided for in the Supplemental Agreements referred to in Section 37 of this Agreement, unless otherwise specifically exempted in the Supplemental Agreements. Their retention will be solely at the discretion of the Company. In the event of layoff or recall during the period of their employment, they will be laid-off in reverse order of their dates of hire prior to all seniority and probationary employees and will be recalled in order of their dates of hire after all seniority and probationary employees have been recalled.

- (c) If, at the termination of such temporary employment, a student then wishes regular employment with the Company, it will be necessary for him to make appropriate application to the Company. Such application will be considered on the same basis as all other applications for employment and will not be given preference over other applications. If the student's application is accepted, acquisition of seniority will begin as of the date of hire for regular employment in accordance with Section 17 of the Agreement.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 8
PPG CANADA INC.

Skilled Trades
-Coveralls. Tools
and Vacations

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During negotiations the Company agreed to the following:

- (1) Present practice will continue with respect to the issuing of coveralls and smocks
- (2) The Company will continue its present practice with respect to the equivalent replacement of hand tools. In the event of theft, the theft must be substantiated.
- (3) The Company in scheduling vacations to its Skilled Trades employees will establish a rotational system within each Skilled Trade in order that each employee within the trade will be given an opportunity, where possible, during the course of his employment to have first choice as to the time of his vacation in a given year.

- (4) The Company will continue its present practice of making available the necessary tools required to be used on equipment designed and manufactured metrically.

Yours truly,
PPG CANADA INC

R.J. Straub
Manager, Industrial Relations

Letter No. 9
PPG CANADA INC.

Pay Periods

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations discussion took place regarding the implementation of a direct deposit pay system. It was agreed that by no later than December 31st, 1996, the Company would complete its investigation of the various issues raised by the Union and assess the feasibility of implementing a direct deposit pay system. If all issues are addressed to the satisfaction of both the Company and Union, a direct deposit system will be implemented at some time over the balance term of this Agreement.

It is also understood that the Company will consult with the Union on any specific issues that arise in the process of implementing the direct deposit pay system.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 10
PPG CANADA INC.

Early Retirement Pensions

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During negotiations the subject was discussed of providing Early Retirement Pensions under Article 4.04 (a) of the Pension Plan Agreement for employees age 55 or over who are not eligible for Total and Permanent Disability Pension or Extended Disability Benefits, but who for reasons of age or partial disability are unable to perform work in the Company satisfactorily on a regular basis.

The Company agrees that when the above circumstances arise, every consideration will be given to providing such employees with a pension based on credited service to the date of early retirement but not subject to actuarial reduction. Each individual case will be discussed first between Local Management and the Local Plant Union Committee, with appropriate involvement of the employee concerned. Where agreement is not reached at this level, the case may be ap-

pealed to the Pension Board of Administration. Discussions will give due consideration to the employee's age, his length of service with the Company, and the reasons for the employee's inability to perform satisfactorily on the job.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 11
PPG CANADA INC.

Insurance Review Procedures

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During the course of negotiations, the Company and the Union agreed on the establishment of the following appeal procedure in the event of disputes surrounding claims under the Sickness and Accident Insurance Program.

Step 1: A dispute regarding delays in payment or denial of a Sickness and Accident Insurance claim will be reviewed by a local claims review committee comprised of the Chairman of the Union Plant Committee and one other designated member of the Union Plant Committee on behalf of the Union, plus the local Director Human Resources and one other member of Management on behalf of the Company. Meetings of this committee will be held within five (5) working days of the time any such meeting is requested by either party.

Step 2: If, after the review of the claim in Step 1 at the local level, the dispute has not been resolved, the dispute may then be referred to a master claims review committee comprised of the Chairman of the Master Negotiating Committee and one designated member of the Union, plus the Director Industrial Relations, the local Director Human Resources concerned and the Compensation and Benefits Manager on behalf of the Company. Meetings of this committee will be held as promptly as possible, but in no event later than fifteen (15) working days of the time any such meeting is requested by either party.

We also discussed the establishment of a viable approach to resolving unique problems respecting unusual insurance matters. It is understood by the parties that appropriate matters of this type will be discussed using the procedure referred to above. If, after review of such a matter, circumstances preclude a satisfactory resolution to the disputed issue, the parties may seek an impartial body who shall attend to the matter in dispute. Such matters will be limited to medical and insurance benefit claims requiring expert opinion. The parties shall share equally the costs associated with the impartial body. It is further agreed that only serious and obviously ambiguous issues not capable of resolution will be subject to the impartial review.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 12
PPG CANADA INC.

Windsor Employees

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This letter makes reference to any Windsor employees who have not broken seniority in accordance with Section 18 of the Master Agreement.

It is understood by the parties that such employees will continue to be eligible for all applicable provisions of the Master and Supplemental Agreements.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 13
PPG CANADA INC.

Grievance Procedure
-National Representative

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This letter refers to an understanding reached by the Parties with respect to Section 13 of the Master Agreement.

The language of Section 13, "Grievance Procedure", provides for the resolution of grievances by the local "Parties". Some grievances, however, because they are complex or have broader policy implications arising out of provisions in the Master Agreement, may be difficult to resolve at the local level, and their resolution could be expedited short of arbitration if a representative of the National Union were involved.

Hence, if the Union feels it would be helpful to have a National Representative or the Local President participate at the last formal step of

the grievance procedure, his attendance at such a meeting would not be denied by the Company.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 14
PPG CANADA INC.

Orientation Program

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations, discussion took place regarding the introduction and implementation of an Orientation Program for new employees.

The purpose of this program is to better educate new employees with regard to the industrial plant operation, the Parties' philosophy, working conditions, safety, health and welfare. Such a program would be of mutual benefit to inform the affected employees of their obligation and the importance of regular attendance, quality of workmanship and the need for cooperation by all in getting the job done. Accordingly, the Company will, in cooperation with the Union, undertake development of an Orientation Program implemented up to a maximum of one week.

New employees participating in the programmed will perform work provided they do not

displace hourly-rated employees who normally perform such work while there are employees on layoff.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 15
PPG CANADA INC.

**Employee Request to
Review Personal
Work History Folder**

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations, the Company and the Union discussed the opportunity of employees requesting permission to review their individual personal work history folder.

The parties agree that once each year, each employee, with seniority, may request permission to review their personal work history folder, by completing a request form supplied by the Company. Contents in the folder cannot be copied or removed during such review. Such requests will be granted by the Human Resources Department. It is agreed and understood that the review will be scheduled by the Human Resources Department during the hours 8:30 a.m. to 4:30 p.m., Monday through Friday. Furthermore, each review will take place in the presence of a member of the Human Resources Department. An em-

ployee requesting a review of his personal work history folder recognizes that the review will only take place during the hours noted above and outside the employee's normal working hours.

It is understood that the grievance procedure shall not apply with respect to disagreements that arise from said reviews unless it can be shown that provisions within the Collective Agreement have been violated.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

62A8/1
SEP 29

**Letter No. 16
PPG CANADA INC.**

Paid Education Leave

April 1, 1996

Mr. G. Seguin, Chairman,
PPG-Duplate Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This letter confirms that during the negotiations, the Company agreed to contribute \$0.02 per hour worked towards a Paid Education Leave, which payment would be made quarterly to the C.A.W. Effective April 1, 1993, the Company has established a system for recording such hours and each quarter, will reimburse the C.A.W. for such hours based on \$0.02 per hour worked.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 17
PPG CANADA INC.

Plant Closings

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

During the recent negotiations, considerable discussion took place pertaining to plant closings.

The parties agreed that should the Company be compelled to cease total operations at any of its plant locations during the life of the Agreement, both parties would convene to discuss a fair and equitable settlement for those affected employees, with specific reference to benefits.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 18
PPG CANADA INC.

14/1

Sexual Harassment

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

The Union and Company recognize that sexual harassment is an unlawful employment practice in violation of the Ontario Human Rights Code.

For the purpose of this Letter of Understanding, sexual harassment shall be defined as:

“...A course of vexatious comments or conduct or sexual advance or solicitation that is known, or ought reasonably to be known to be unwelcome, perpetrated by a person’s employer, someone acting for the employer or a co-worker...”.

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by a joint committee

consisting of the Plant Chairperson of the Union,
and the Plant Director, Human Resources.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 19
PPG CANADA INC.

Aids in the Workplace

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

The Company and Union recognize and agree that AIDS is an illness and falls within the definition of handicap contained in the Human Rights Code. As a result there will be no discrimination against any employee with AIDS, except as prescribed by the Human Rights Code.

In addition, any employee with AIDS who is capable of reporting to work and performing his/her regular job will not be transferred, isolated or otherwise have his/her seniority rights violated by virtue of having this illness.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 20
PPG CANADA INC.

**Certified Safety
Representative**

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

The parties recognized during recent negotiations, that clarification of legislation is still pending on the certification process for Company and Union Health and Safety Representatives. However, until further clarification, the parties have agreed to the following:

1. Company and Union Certified Safety Representatives will be secured from the Plant Joint Health and Safety Committees.
2. There will be a total of two Certified Safety Representatives at each facility, one Company and one Union Representative.
3. Length and location of training will be determined by the Company or upon clarification of legislation.
4. In the event a Union Certified Representative terminates his participation on the Plant

Health and Safety Committee during his election period, the employee must retain his certification responsibilities until the completion of his elected period.

Your truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 21
PPG CANADA INC.

Vacation Scheduling

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
P.O. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

It was agreed during negotiations that employees will be required to take their vacation entitlement as provided for under Section 34 (e) of the Master Agreement.

However, it is recognized that during a transition stage, adjustments will have to be made to the current vacation scheduling practices during January 1, 1996 through May 31, 1997. It is understood that any vacation taken during the period January 1, 1996 through May 31, 1996 shall be allocated against vacation entitlement for the period June 1, 1996 through May 31, 1997.

It is further agreed that during the first year of the Agreement, the current practice of paying out lump sum vacation pay will continue. It is also understood that no later than March 31st, 1997, the Union will hold a vote on the issue of vacation paid as taken and the parties agree to implement the results of said vote.

The Company agrees to make every reason-

able effort to grant leaves of absence during the period January 1, 1997 through March 31, 1997 in accordance with Section 30 of the Master Agreement to those employees who had taken vacation time during the period January 1, 1996 through March 31, 1996. The parties agree that due consideration will be given to production requirements which may exist during the period January 1, 1997 through March 31, 1997.

Yours truly,
PPG CANADA INC.

R. J. Straub
Manager, Industrial Relations

Letter No. 22
PPG CANADA INC.

Technological Change

April 1, 1996

Mr. G. Seguin, Chairman,
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This will confirm certain understandings reached during negotiations concerning Technological Change.

When the Company is considering the introduction of technological change affecting members of the bargaining unit, the Union shall be notified sixty (60) calendar days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made. The Company agrees to provide for continuing consultation and cooperation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

Where any such change is introduced, the Company will assume the cost of on-the-job train-

ing to afford bargaining unit employees who are affected and required (and who have the **basic** knowledge and ability to be retrained within a reasonable time frame) the opportunity to keep current with such technological change affecting their work and job security.

Yours truly,

 **CANADA INC**

R. J. Straub

Manager, Industrial Relations

Letter No. 23
PPG CANADA INC.

Lines of Demarcation

April 1, 1996

Mr. G. Seguin, Chairman
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

This will confirm certain understandings reached during negotiations concerning Lines of Demarcation within the Skilled Trades. The Union and the Company agree that it is desirable to resolve problems in connection with work assignments of employees in the Skilled Trades classifications at the early stages of discussion.

If unresolved at such early stages, the Chairman of the Plant Committee may request the Director, Human Resources to arrange a special meeting to hear the Skilled Trades Representative's views. Such special conference will be attended by the Plant Skilled Trades Representative and the appropriate Plant Management representative for Maintenance, and the Director, Human Resources. The Trades Director of the National Union or his specified Staff Representative may attend the conference.

If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is not resolved, the Skilled Trades Representatives will provide the Company with a written statement, setting forth all the facts and circumstances surrounding the case and the position taken by the Union. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of the facts of the case and the reasons for its position.

Within thirty (30) days of such delivery, the Union shall notify the Company that the case has been withdrawn without prejudice or it may be appealed to an arbitrator for a final and binding decision. Such arbitrator shall be a person who is technically competent to deal with such a problem and will be selected under Section 13 of the Master Agreement.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

Letter No. 24
PPG CANADA INC.

Medical Reports and Notes

April 1, 1996

Mr. G. Seguin, Chairman
PPG Master Bargaining Committee
C.A.W. - C.L.C.
PO. Box 334
Hawkesbury, Ontario

Dear Mr. Seguin:

The Company will work with the insurance carrier to improve the administrative procedures which may result in the need for completion of insurance forms by a physician. It is recognized by both parties that completion of these forms is required to satisfy various obligations of the insurance benefit programs.

In order to minimize the expenses and costs associated with these requirements, the Company will waive the four week report requirement on those serious medical cases with prognosis for indefinite or long term absence (for example, broken legs, heart attacks, etc.) In those cases, claim forms will be requested on a two or three month interval, with each case determined on its individual merits in conjunction with a Local Health Professional or his/her designates.

It is understood that the Company will make every reasonable effort to minimize its requests

for additional medical notes. However, in those case(s) where the Company requires an employee to supply an additional medical note, he/she will be reimbursed for the cost of such note to a maximum of fifteen (15) dollars.

The Company and the Union will maintain an open dialogue on any future problems in this area.

Yours truly,
PPG CANADA INC.

R.J. Straub
Manager, Industrial Relations

LOCAL AGREEMENT

between

**PPG CANADA INC.
OSHAWA, WORKS 81**

and

**LOCAL 222, C.A.W. - C.L.C.
OSHAWA, ONTARIO**

April 1, 1996

to

March 31, 1999

**MEMORANDUM OF LOCAL
AGREEMENT**

PPG Oshawa Plant Contract Negotiation Status
as of Friday March 29, 1996 at 12:00 noon.

Made and Entered Into This First Day of April,
1996

BETWEEN:

**PPG CANADA INC.,
OSHAWA, WORKS 81**

**HEREINAFTER REFERRED TO AS
THE COMPANY**

AND:

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA
(C.A.W. - CANADA)
AFFILIATED WITH THE
CANADIAN LABOUR CONGRESS
LOCAL 222, OSHAWA, ONTARIO**

**HEREINAFTER REFERRED TO AS
THE UNION,**

WHEREAS

the parties, together with other parties, entered
into an agreement April 1, 1996 (hereinafter re-
ferred to as the "MASTER AGREEMENT"); AND

WHEREAS

the said Master Agreement contemplates that
certain matters may be subject to local agree-
ment, which matters are herewith made the sub-
ject of this Local Agreement.

TABLE OF CONTENTS

	Section	Page
Exclusions	1	132
Representation	2	132
Layoff and Recall	3	133
Job Transfers and Promotions	4	138
Special Assignment	5	142
Establishment of Classifications	6	143
Hours of Work and Shift Schedules	7	144
Change of Shift Provision	8	151
Night Premium Payment and Eligibility	9	152
Overtime Distribution	10(a)	153
Mechanics of Overtime Distribution	10(b)	153
Rest Periods	11	155
Wash-up Periods	12	155
Wages	13	156
Skilled Trades Local Classifications	14 Item I	157
Overtime Sharing Groups	Item II	158
Flow Chart for Layoff and Recall Purposes	Item III	160
Wages - Skilled Trades	Item IV	161
Safety, Health and Security	15	162
Modification, Renewal and Termination	16	163
Letters of Understanding		163

SECTION 1 EXCLUSIONS

Pursuant to Section 3 of the Master Agreement, the following employees will not be covered by this Agreement:

Supervisors and persons above the rank of Supervisor
Office Staff
Plant Protection Personnel
Chemists
Engineers and Engineering Technicians
Employees of the Human Resources Department
Physicists
Draftsmen
Production and Development Technicians
Laboratory Personnel
Work Standards and Methods Men
Quality Control Engineers and Technicians

SECTION 2 REPRESENTATION

- (1) Pursuant to the provisions of Section 12 (b) (i) of the Master Agreement, the Company recognizes a local Union Plant Committee, consisting of a Chairman and four (4) regular zone committeemen. The Company will also recognize four (4) alternate members. The Plant Chairman is an hourly-rated-employee whose primary function is Union Representation on a plant-wide basis and to perform work to which he may be assigned in line with the seniority provisions of the Agreement.
- (2) Pursuant to the provisions of Section 12 (b) (vii) of the Master Agreement, the Company shall

recognize three (3) additional alternates appointed by the Union on the 3rd shift and two (2) additional alternates on the 1st shift. Such appointments to be made only for the period for which such shifts are required.

- (3) Pursuant to the provisions of Section 12 (b) (x) of the Master Agreement the following provisions will apply:

When overtime is to be worked on an extension of the day shift or Saturday or Sunday or a paid holiday, the Company will advise the Plant Chairman and if he so elects, he or his designate will be retained at work on some job that is required in the plant and for which he is capable. When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday in a Zone, the Zone Committeeman will be advised and if he so elects, he or his designate will be retained at work on some job that is required in his Zone and of which he is capable.

SECTION 3

LAYOFF AND RECALL

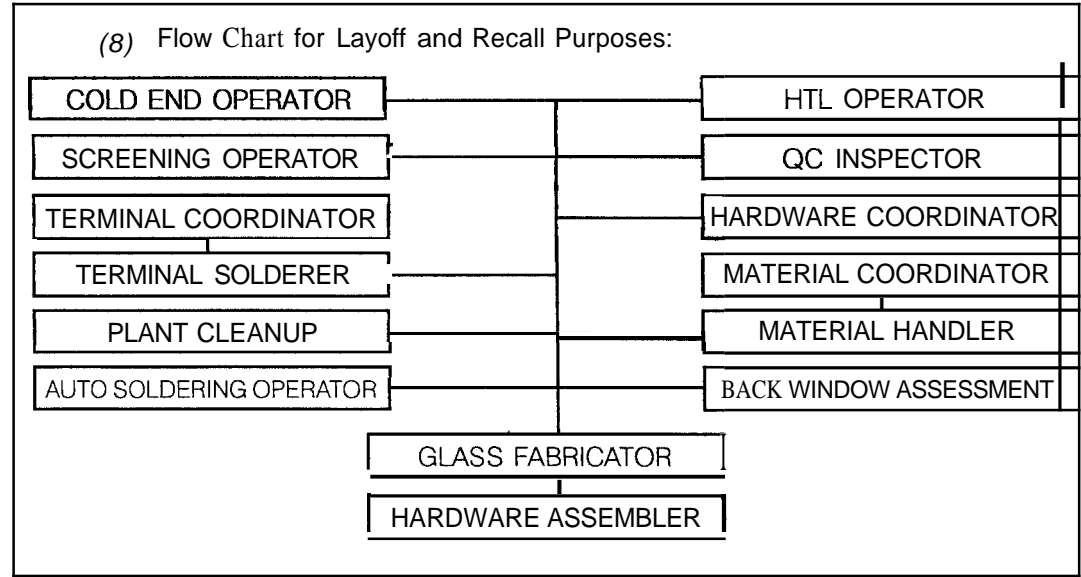
- (1) When the Company is required to reduce the work force, employees will exercise their seniority in the classification in which they are then working. Employees with insufficient seniority in the classification affected, will be laid off as per the flow chart outlined in this section. The Company will give employees who are laid off from the affected classification 24 hours' notice of layoff but this shall not apply when the layoff is necessary because of circumstances clearly beyond the control of the Company.

z/k

- (a) All employees laid off from the plant will bump into Hardware Assembly, seniority permitting.

- (2) In the event that a classification reduces its working force during the middle of a work week, affected employees will be assigned to Group 3 of the Glass Fabricator classification, on their respective shifts, provided there are no assignments available within their classification or group within the Glass Fabricator classification. Employees with insufficient seniority on the shift affected will be laid off.
- (3) At the end of each work week, the list of employees on layoff will be reviewed (if he so elects, the Chairman or his designate will be present at such review) and plant-wide seniority will be applied with changes to take effect the following work week. Employees who through the application of plant-wide seniority are to be laid off or recalled or transferred will be notified. The lists of such employees will be furnished to the Union Chairman. When it is not possible to directly notify an employee, notification shall be given, by registered mail, addressed to the last address recorded with the Human Resources Department.
- (4) (a) In the case of recalls during the work week, employees so recalled, will be allocated to openings as they occur. However, if the opening is for the balance of the week which is of more than one day's duration and an employee who has recall rights to that classification or group within the Glass Fabricators classification is at work on the same shift, he will be placed in the opening and the recalled employee will replace the reassigned employee. Employees with recall rights not moved will be recorded as if they had filled the opening.

- (b) Recalls for the following work week will be determined by applying classification seniority, except where it conflicts with plant-wide seniority, in which case the plant-wide seniority will govern. Deviations from this practice may be made by mutual agreement.
- (5) Notwithstanding 4 (b) above, layoffs from and recalls to classifications other than Glass Fabricator and Plant Clean-up, will be determined by the application of seniority among those who are qualified to perform the duties of the classification. An employee will be considered qualified in a classified position after working in such position for a minimum period of sixty (60) days. Such qualification will extend for two (2) calendar years should the employee leave the classification.
- (6) If, in the opinion of the Company, an employee eligible by seniority for placement cannot maintain the efficiency of the job available, the "parties" will confer in an attempt to place such employee on another job that he is capable of performing efficiently.
- (7) Notwithstanding any subsection above, the parties may agree to deviations from the stated practice.



(8)Flow Chart for Layoff and Recall Purposes: (cont'd)

GLASS FABRICATOR

GROUP 1

—
—

HTL'S
RE-OP

GROUP2

—

COLD ENDS

GROUP3

—

FLOATERS

SECTION 4
JOB TRANSFERS AND PROMOTIONS

27/A,c (a) Transfers, promotions, and upgrading of employees will be made on the basis of seniority and ability to perform the job.

27/s (b) (i) Where a new job classification is created or a vacancy occurs in the plant, the Company will post notice of the job opening on a plant-wide basis for at least a forty-eight (48) hour period, excluding Saturday, Sunday and holidays. During such forty-eight (48) hour period, employees (other than a Skilled Trades employee) may make written application at the Human Resources Department or Shift Supervisors office on forms supplied by the Company. If the forty-eight (48) hour period extends beyond 7:00 a.m. Friday, the necessary transfers may be delayed until the following schedule. Where a vacancy occurs in a preferred classification, consideration will be given to an employee within the group to exercise their seniority into such an opening, subject to operational constraints. The Company will not unreasonably withhold an employee in a preferred classification from transferring within his/her group. It is also understood that only one move will be permitted within the preferred classification and that the successful ap-

- plicant from the original posting will be transferred into the opening created as a result of the move within the preferred classification.
- (ii) A subsequent vacancy created by the selected applicant being transferred will not be subject to posting, but will be open to eligible employees who have an application on file at the Human Resources Department for such vacancy, provided such application is on file no later than the end of the shift on Wednesday of the week the applicant is selected.
 - (iii) All applications for transfer will become canceled on the first day of January each year, however, an employee who desires to renew his application may do so.
- (c) The selected applicant will be transferred to a job vacancy as defined below, and in accordance with (a) above. A vacancy is defined as any opening within a job classification where:
- (i) the opening is created by a demotion, quit, discharge, death or retirement, or
 - (ii) the opening was created by an increase in requirements of a week or more after all home classification employees have been recalled in accordance with Section 3 except where the opening was as a result of a seniority employee who is on the seniority list of the classification affected being on layoff for a period of forty-five (45) calendar days. Deviations

from this practice may be made by agreement between the "parties" hereto, or

- (iii) a new job classification is established.
 - (iv) this subsection (c) (iii) shall not apply to a vacancy created by a layoff due to an Act of God, or a customer's or glass supplier's labour dispute or created by an employee who is absent on account of sickness, injury, absenteeism, or a leave of absence authorized by the Company, until the Company and Union Committee are satisfied that such employee will not return to the job.
- (d) Upon an employee's transfer to another classification in accordance with (c) above, he will have immediate seniority in the new classification and will not be eligible for transfer to another classification for a period of two (2) years thereafter. However, employees will be eligible to transfer after a period of one (1) year under one of the following conditions;
- (i) employee(s) in a classified position transferring to a permanent day shift classified position; or
 - (ii) employee(s) in Glass Fabricator or Plant Cleanup classifications.
- (e) If a transferee cannot perform the work required, the Company shall retain the right, during the employee's first sixty (60) days on the job, to remove such employee from the job and he will exercise his seniority in his former classification, seniority permitting.

If no job is available, he will exercise plant-wide seniority. However, for preferred classified positions (H/E, C/E Operators), the period will be sixty (60) days following completion of the training period, with the understanding that the training period for any position will not exceed a maximum of thirty (30) days.

- (f) An employee who has applied for a transfer or has signed a job posting and has been offered a transfer and declines to accept such transfer will not be permitted to make another application until January 1st of the following calendar year. However, an employee whose transfer has been revoked as provided for under (e) will be given one (1) additional application opportunity within that calendar year.
- (g) The changing of employees from one seniority group to another, resulting from the lay-off and recall provisions of this Agreement, shall be considered as temporary transfers. However, an employee working in an unclassified position for a period of forty-five (45) calendar days may request and be granted a permanent transfer to that position.
- (h) Notwithstanding the foregoing in the event of a demotion, quit, discharge, death or retirement of a member of a classification, the Company will post a notice of the opening. Deviations from this practice may be made by agreement between the parties.

SECTION 5 SPECIAL ASSIGNMENT

Employees in the bargaining unit may be offered positions on a temporary basis which incorporated duties not associated with the bargaining unit such as those of production supervisors.

The need for these temporary positions includes accidents, sickness, vacations, start up of new processes and specialized training requirements. The period of time to be filled will not be less than one (1) week. However, it is understood that informal special assignments provided to employees from time to time are not to be included under the one (1) week time restriction.

While performing such duties, an employee shall remain a member of the bargaining unit and shall continue to pay union dues. Employees accepting such positions will remain in the position as required unless mutually agreed.

Employees accepting such positions will be restricted to up to six (6) months in any twelve (12) month period, unless otherwise mutually agreed. However, key special assignments, (i.e. QS-9000, TOPS) can be up to fifteen (15) months provided the duration of the assignment is established in advance. It is understood that after the completion of twelve (12) months in these key special assignments, the Company and the Union will meet to discuss the affected employee's status. An employee in a Special Assignment will be charged in his home classification for the overtime hours during such assignment. An employee

in a Special Assignment will not be held out of line of seniority in the event of a reduction in the workforce.

SECTION 6 ESTABLISHMENT OF CLASSIFICATIONS

16/2 Upon the establishment of a new classification not shown in the Local Agreement or if an existing job classification is so changed that it cannot be properly covered by the existing classification, Management will notify the Union in writing. Such job classification and rate will be subject to negotiation between the Local Management and the Local Plant Committee. If the parties fail to agree on a classification or rate, the Union may appeal the matter to an impartial arbitrator as provided in Section 13 of the Master Agreement by serving written notice within ten (10) working days of the date on which the last meeting was held to negotiate the classification and rate.

SECTION 7

34/4000

HOURS OF WORK AND SHIFT SCHEDULES

Hours of Work: The regular weekly hours of work shall be forty (40) hours.

1 SHIFT SCHEDULE NO. 1 (1a) THE STANDARD DAY SHIFT (non-continuous)

Lunch Period thirty (30) minutes (unpaid)

Night Premium

Hours

3:30pm to 12pm

\$0.40

Hours Paid at Straight Time & Double Time

144

Day	Clock Hours	Hours Paid at Straight Time	Hours paid at Double Time	Hours paid at Time & One-half
Monday	7 am - 3:30 pm	8		
Tuesday	7 am - 3:30 pm	8		
Wednesday	7 am - 3:30 pm	8		
Thursday	7 am - 3:30 pm	8		
Friday	7 am - 3:30 pm	8		
Saturday	7 am - 3:30 pm			8
Sunday	7 am - 3:30 pm			8
TOTALS		40	8	8

SHIFT SCHEDULE NO. 1

(1b) THE STANDARD AFTERNOON SHIFT (non-continuous)
 Lunch Period thirty (30) minutes (unpaid)

145

Day	Clock Hours	Hours Paid at Straight Time	Hours paid Time & One-half	Hours paid Double Time	Night Premium atHours 3:30pm to 12pm \$0.40
Monday	3:30 pm - 12:00 pm	8			8
Tuesday	3:30 pm - 12:00 pm	8			8
Wednesday	3:30 pm - 12:00 pm	8			8
Thursday	3:30 pm - 12:00 pm	8			8
Friday	3:30 pm - 12:00 pm	8			8
Saturday	3:30 pm - 12:00 pm		a		8
Sunday	3:30 pm - 12:00 pm			8	8
		40	8	8	56

SHIFT SCHEDULE NO. 2

THREE 8 HOUR SHIFTS (Continuous)
 Lunch Period twenty (20) minutes (paid)
 2)(a) - 7 a.m. -3 p.m.

146

Day	Clock Hours	Hours Paid at Straight Time	Hours paid at Time & One-half	Hours paid at Double Time	Night Premium Hours 3 pm to 11 pm \$0.40	11 pm to 7 am \$0.50
Monday	7 am - 3 pm	8				
Tuesday	7 am - 3 pm	8				
Wednesday	7 am - 3 pm	8				
Thursday	7 am - 3 pm	8				
Friday	7 am - 3 pm	8				
Saturday	7 am - 3 pm		8			
Sunday	7 am - 3 pm			8		
		<hr/> 40	8	a		

(2)(b) SHIFT - 3 p.m. - 11 p.m.

147

Day	Clock Hours	Hours Paid at Straight Time	Hours paid at Time & One-half	Hours paid at Double Time	Night Premium Hours 3 pm to 11 pm \$0.40	11 pm to 7 am \$0.50
Monday	3 pm - 11 pm	8			8	
Tuesday	3 pm - 11 pm	8			8	
Wednesday	3 pm - 11 pm	8			8	
Thursday	3 pm - 11 pm	8			8	
Friday	3 pm - 11 pm	8			8	
Saturday	3 pm - 11 pm		8		8	
Sunday	3 pm - 11 pm			8	8	
		40	8	8	56	

(2)(c) **SHIFT - 11 p.m. - 7 a.m.**

	Day	Clock Hours	Hours Paid at Straight Time	Hours paid at Time & One-half	Double Time	Night Premium Hours	
						3 pm to 11 pm \$0.40	11 pm to 7 am \$0.50
148	Monday	11 pm - 7 am	8				8
	Tuesday	11 pm - 7 am	8				8
	Wednesday	11 pm - 7 am	8				8
	Thursday	11 pm - 7 am	8				8
	Friday	11 pm - 7 am	8				8
	Saturday	11 pm - 7 am			8		8
	Sunday	11 pm - 7 am				8	8
	TOTALS			40	8	8	

Note: Shift starting 11:00 pm Sunday is Monday Shift and so forth.

SHIFT SCHEDULE NO. 3 (Non-continuous) - HARDWARE ASSEMBLY**Shift Scheduling**

Monday - Thursday	6:00 pm - 2:30 am
Friday	4:30 pm - 1:00 am
Saturday	3:30 pm - 12:00 pm
Sunday	3:00 pm - 12:00 pm

* 12 pm for shift purposes is midnight

- (4) (a) It is understood and agreed that, should a department be scheduled for three continuous shifts, in any month, such department will remain on continuous shift(s) for the balance of such month. If the end of the month terminates within a work week, the continuous shift(s) will remain in effect until the end of that work week.
- (b) Any deviation from the above Shift Schedules No. 1, No. 2 or No. 3 will be as mutually agreed upon between the Local Management and Local Plant Committee.
- (5) Overtime Payment
 - (a) For all hours worked beyond the shift as outlined throughout the Shift Schedules No. 1, No. 2 and No. 3, payment will be made at the applicable overtime rate.
 - (b) Time and one-half will be paid for all time worked over regular shift hours between 7 a.m. Monday and 12 p.m. Friday in the case of Shift Schedule No. 1 and 7 a.m. Monday and 2 a.m. Friday in the case of Shift Schedule No. 3.
 - (c) Time and one-half will be paid for all time worked over regular shift hours between 11 p.m. Sunday and 11 p.m. Friday in the case of Shift Schedule No. 2.
 - (d) Time and one-half will be paid for all time worked between 11 p.m. Friday and 11 p.m. Saturday in respect of Shift Schedule No. 2.

- 374/0 (e) Double time will be paid for all time worked on Sunday as indicated in Shift Schedule No. 1 and No 3.
- 376/0 (f) Double time will be paid for all time worked between 11 p.m. Saturday and 11 p.m. Sunday in respect of Shift Schedule No. 2.
- (6) Leaving the Plant
Employees leaving the plant during their scheduled shift will be required to clock out and in. Failure to abide by this procedure will subject the employee to the discipline procedure.

SECTION 8 CHANGE OF SHIFT PROVISION

- (a) Employees will receive time and one-half for any shift change within the same work week. The Company intends to lock in the schedule Thursday afternoon 3:00 p.m. No further shift change will be made until the following week.
Schedules will be posted in the Guard House and the plant.
- (b) Employee initiated shift changes will be permitted only when approved in writing by both affected shift supervisors.
An Employee will not receive a premium payment for any shift change due to the employee's request.
- (c) Employee(s) must advise the Company by Thursday, 11:00 am of the preceding week of their return to work to be placed on the

work schedule for the following week. Employee(s) providing late notice and/or returning to work during the week will be assigned to an available opening, without regard to shift or classification.

SECTION 9
NIGHT PREMIUM PAYMENT
AND ELIGIBILITY

- (1) Night shift premium will be paid as indicated in the shift Schedule No. 1, No. 2, and No. 3.
- (2) In the case of an extension of an employee's regular shift, a shift premium will be paid for hours worked beyond the eight (8) hours on the afternoon shift at forty (40) cents per hour and for hours worked beyond the eight hours on the night shift at fifty (50) cents per hour. Shift premium will not be paid for hours worked beyond the eight (8) hours on the day shift. However, if an employee works a partial shift to replace another employee who is late or absent, or he works a full shift in addition to his regular shift he will receive the applicable shift premium for the partial or full shift which he works.
- (3) Overtime premiums will not be paid on the shift premiums.

44/
100040

45/
100050

SECTION 10
OVERTIME DISTRIBUTION

- (a) Overtime Distribution
Overtime will be distributed evenly, as far as possible, among those employees working in the sharing group in which such work is normally performed. In the event that an otherwise eligible employee is by-passed for the overtime opportunity he will be paid for overtime lost at the applicable rate.
- (b) Mechanics Of Overtime Distribution
 - (1) Records of overtime are to be kept in hours paid or offered for each calendar year.
 - (2) As of December 31st of each year, all hours will be set to zero. New lists will be drawn up in ascending order of overtime hours charged as of December 31st of the previous year.
 - (3) All overtime worked for which payment is received and/or offered will be charged. Such hours will be rounded to the nearest whole hour. All overtime offered and accepted, then not worked, will be charged double.
 - (4) Newly hired or transferred employees will be credited with the average hours of the sharing group.
 - (5) Available TREs, to include employees laid off from classified positions, first, available qualified second, may be re-assigned to cover openings at any time during a shift, before an attempt is made to secure an overtime replacement

- (6) When overtime is scheduled on a shift it will first be offered to those employees who normally work on that shift, in order of their hours. Employees will not be asked to work on a shift different from their regular scheduled one, until all employees on the shift have been given the opportunity to work.
- (7) The Company will endeavor to have weekend overtime lined up by the preceding Thursday shift.
- (8) Employees on leave of absence, sick leave, temporary transfers, layoffs, Modified Work, Worker's Compensation Benefits, and vacations will be charged for the first thirty (30) days with overtime for which they would have been eligible to work, within their sharing group. After thirty (30) days the employee upon his return to work will be credited with the average overtime hours within the sharing group. Employees not at work for one of the above reasons when overtime is being scheduled, will be ineligible to work such overtime.
- (9) Employees will be restricted from working overtime which would result in their working in excess of 12 consecutive hours, unless mutually agreed.
- (10) Overtime lists will be posted weekly and finalized, with no further changes forty-eight (48) hours after posting.
- (11) All overtime offered following the first six (6) hours of the employee's regular shift preceding the overtime and declined will not be charged.

- (12) In order to satisfy customer demands it was agreed that, if necessary, the Company would schedule low overtime hours personnel by shift by classification.
- (13) When an overtime requirement cannot be filled within the sharing group, it will first be offered to the available TRES, to include laid off operators, and second to the available qualified personnel. Employee(s) from outside the sharing group, will not be asked to work in order of overtime hours. However, all overtime hours worked will be charged to an employee's home classification.

SECTION 11
REST PERIODS

The Company grants to all employees two ten (10) minute rest periods during an eight (8) hour shift. No rest period will be granted to an employee who works less than three (3) consecutive hours on overtime. When overtime is scheduled for three (3) or more consecutive hours, the Company will grant a rest period of twenty (20) minutes.

SECTION 12
WASH-UP PERIODS

The Company grants to employees a five minute wash-up period prior to the end of each shift. The Company also grants a five (5) minute wash-up period prior to the lunch period.

SOP

SECTION 13 WAGES

156

Classification	Adjusted Base Rate	COLA Fold-In	1st Year Rate	2nd Year Increase	2nd Year Rate	3rd Year Increase	3rd Year Rate
Furnace Operator HTL #6 7 8 & 9	\$19.94	\$0.35	\$20.29	\$0.30	\$20.59	\$0.30	\$20.89
Cold End Operator	\$19.94	\$0.35	\$20.29	\$0.30	\$20.59	\$0.30	\$20.89
Screening Line Operator	\$19.69	\$0.35	\$20.04	\$0.30	\$20.34	\$0.30	\$20.64
Quality Control Inspector	\$19.33	\$0.35	\$19.68	\$0.30	\$19.98	\$0.30	\$20.28
Terminal Coordinator	\$19.63	\$0.35	\$19.98	\$0.30	\$20.28	\$0.30	\$20.58
Terminal Solderer	\$19.33	\$0.35	\$19.68	\$0.30	\$19.98	\$0.30	\$20.28
Material Coordinator	\$19.63	\$0.35	\$19.98	\$0.30	\$20.28	\$0.30	\$20.58
Material Handler	\$19.25	\$0.35	\$19.60	\$0.30	\$19.90	\$0.30	\$20.20
Glass Fabricator	\$19.33	\$0.35	\$19.68	\$0.30	\$19.98	\$0.30	\$20.28
Plant Cleanup	\$19.08	\$0.35	\$19.43	\$0.30	\$19.73	\$0.30	\$20.03
Hardware Coordinator	\$19.63	\$0.35	\$19.98	\$0.30	\$20.28	\$0.30	\$20.58
Hardware Assembly	\$15.80	\$0.35	\$16.15	\$0.30	\$16.45	\$0.30	\$16.75
Back Window Assessment	\$19.58	\$0.35	\$19.93	\$0.30	\$20.23	\$0.30	\$20.53
Auto Terminal Solderer Operator	\$19.69	\$0.35	\$20.04	\$0.30	\$20.34	\$0.30	\$20.64

NOTE:

Starting rate is one dollar (\$1.00) less than listed and applies during the probationary employee's first three calendar months in the classification. Intermediate rate is fifty cents (\$0.50) less than listed and applies during the probationary employee's next three calendar months in the classification. After completion of six calendar months in the classification, the probationary employee shall receive the base rate for the classification as outlined above.

**SECTION 14
SKILLED TRADES LOCAL**

ITEM I

Pursuant to Article 1 (a) of Skilled Trades Appendix of the Master Agreement, the Local Skilled Trades are listed below:

- (1) Tool Maker
- (2) Electrician
- (3) Machine Repair
- (4) Pipefitter

Maintenance Duties Transferred To Cold Ends

Cold End Operators will assume responsibility for all elements of the changeover, (i.e. changing the wheels and drill bits, etc.) and for all running adjustments. They will also be responsible for clearing washer jam ups and cleaning rollers.

Maintenance Duties Transferred to Hot Ends

Hot End Operators or Screening Room Operators will be responsible for clearing washer jam ups and cleaning rollers.

Maintenance Duties Transferred To General Production

Painting of equipment plant wide (to include lines, railings, posts) to be done by employees on modified work and/or general production personnel when available. Cleaning and/or emptying of drains, edgers, tanks and sludge would be done by the appropriate Cold End and Hot End personnel.

New Maintenance Duties

The Maintenance Department will assume responsibility for the basic maintenance of the air compressors, recharging of fire extinguisher system, air conditioning and heating duties. The skilled trades employees in the Pipefitter classification will be responsible for heating. Air conditioning will be shared as appropriate between the Machine Repair and Electrician classifications. The Machine Repair classification will also be responsible for the air compressor and fire extinguisher recharging.

For additional information on the re-structuring of Skilled Trades duties refer to Letter of Understanding No. 20 of the Local Agreement.

ITEM II

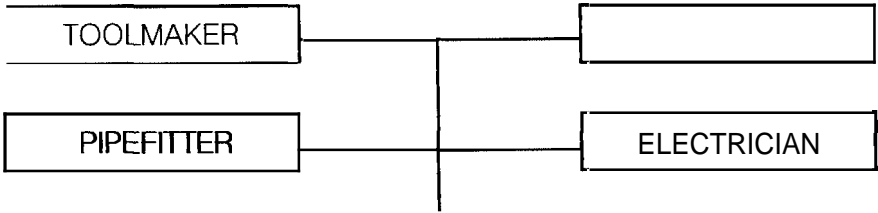
The employees in each of the Skilled Trades listed in Item I will form the sharing groups for purpose of overtime distribution as described in Article

No. 11 of Skilled Trades Appendix of the Master Agreement.

The mechanics of overtime distribution are listed in Section 10 (b) of this Local Agreement.

ITEM III
FLOW CHART FOR LAYOFF AND RECALL PURPOSES

160



**ITEM IV
OSHAWA WAGES - SKILLED TRADES**

The wage rates payable by the Company in each skilled trade are listed below:

Classification	Adjusted Base Rate	COLA Fold-In	1st Year Pate	2nd Year increase	2nd Year Rate	3rd Year Increase	3rd Year Rate
Tool Maker	\$22.86	\$0.35	\$23.21	\$0.45	\$23.66	\$0.45	\$24.11
Electrician	\$22.82	\$0.35	\$23.17	\$0.45	\$23.62	\$0.45	\$24.07
Machine Repair	\$22.63	\$0.35	\$22.98	\$0.45	\$23.43	\$0.45	\$23.88
Pipefitter	\$22.63	\$0.35	\$22.98	\$0.45	\$23.43	\$0.45	\$23.88

NOTES:

- (1) A Group Leader will receive his Journeyman's Base Rate plus twenty-five (25) cents per hour.
- (2) A Supplemental Helper will receive the wage rate of a Cold End Operator.
- (3) It is understood and agreed that these are minimum wage rates and shall not be altered during the term of this agreement, except and to the extent mutually agreed upon by the Parties hereto.

SECTION 15
SAFETY, HEALTH AND
ENVIRONMENT

- (1) Safety equipment where required must be used. Employees must wear and/or use the equipment as is provided for their job. Neglect or failure by an employee to adhere to plant safety regulations and/or use of the Company's safety devices shall be just cause for disciplinary action.
- (2) The Company shall place employees, who have been identified by the Company doctor as able to handle restricted activities on meaningful tasks within the plant, to help control the high cost associated with Workers Compensation. These tasks would include, but are not limited to, jobs such as general cleaning (sweeping), painting of equipment plant wide (i.e. lines, railings, posts). No employee will be placed in a position that could jeopardize his/her condition and proper WCB filings will be maintained. These functions will not be performed when plant cleanup or maintenance personnel are on layoff.

SECTION 16
MODIFICATION, RENEWAL, AND
TERMINATION

This local agreement for the purpose of modification, renewal, and termination is subject to the provisions of Section 43 of the Master Agreement.

Dated at Oshawa, Ontario this 1st day of June, 1996.

**FOR THE
FOR THE COMPANY:**

**FOR THE
LOCAL UNION:**

**R.J. Straub
B.E. Ormiston
W.R. McBride
C.G. Faulkner**

**M. McCarthy
D. Challice
T. Moffat
B. Pollard
K. Hamer**

FOR THE NATIONAL UNION:

P. Morin

LETTERS OF UNDERSTANDING
OSHAWA PLANT

(The following letters of understanding which were furnished to the C.A.W., contain undertakings and commitments on the part of the Company for the duration of this Agreement, unless changed by mutual agreement. They are not part of the Oshawa Local Agreement but have been included in this booklet for information purposes.)

INDEX
LETTERS OF UNDERSTANDING

		Page
Representation	1	165
1st & 2nd Shifts		
Skilled Trades Program	2	166
Staffing for Inventory	3	167
Layoff and recall	4	168
Heat Relief	5	170
PPE and Designated	6	172
Smoking Policies		
Quality Control Department	7	173
Rotation System	8	174
Trained Replacement	9	175
Employee		
Job Transfers and Promotions	10	178
Leaving the Plant	11	179
Metatarsal Safety Boots and	12	180
Safety Glasses		
Posting/Disabled Employees	13	182
Special Electrician Rate	14	184
Re-Assignment of Glass		
Fabricator	15	186
Classified Position Training	16	188
Non-Continuous Shift Operations	17	189
Shift Schedule No. 1		
Re-Alignment Skilled Trades	18	191
Continuous Improvement	19	193
Re-structuring of	20	195
Skilled Trades		
Employee Involvement	21	199

Letter No. 1
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Representation - 1st and 3rd Shifts

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During recent negotiations, the Company and the Union discussed the subject of representation on the 1st and 3rd shift. It was agreed that an alternate on the 1st or 3rd shift, when meeting Management on such cases as discipline, etc., may have the presence of an alternate from another zone to assist him in such meeting.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 2
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Skilled Trades Program

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm understandings reached during the negotiations with respect to the Skilled Trades Program.

(1) An Electrician, when assigned as the shift electrician, will receive a premium rate equivalent to that of a Group Leader.

(2) The Pipefitter on the first and third shift will receive a premium rate equivalent to that of a Group Leader.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 3
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Staffing for Inventory

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During negotiations, the matter of inventory taking was discussed and the Company agreed that it would follow past practice with respect to the employment of hourly rated employees.

Yours Truly,
PPG CANADA INC

William R. McBride
Director, Human Resources

Letter No. 4
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

26/8

Layoff and Recall Provision

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During our recent negotiations, discussion took place regarding the retention of qualified employees during periods of layoff, out of line of seniority.

It is the intention of Management, that in the event of a reduction in the work force resulting in the retention of employees out of line of seniority for a period in excess of sixty (60) calendar days due to the application of Section 3 (5), the Company representatives and the Union Committee will confer to make satisfactory arrangements to train employees on such classifications with a view to employing them in line of seniority. The intent expressed as above shall

not apply to a layoff created due to an Act of God, or a customer's or supplier's labour dispute.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 5
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Heat Relief

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During recent negotiations, the Company agreed that it would provide heat relief based on inside WBGT Monitor readings as follows:

1. TEMPERING LINES

When the temperature exceeds 28 degrees Celsius, a twenty (20) minute break will be provided in an hour that does not include scheduled breaks.

2. CUTTING LINES

When the temperature exceeds 28 degrees Celsius, a fifteen (15) minute break will be provided in an hour that does not include scheduled breaks.

3. TERMINALS

When the temperature exceeds 28 degrees Celsius, a fifteen (15) minute break will be provided every hour over the period heat relief is in force.

4. BONDING

When the temperature exceeds 30 degrees Celsius, a fifteen (15) minute break will be provided every hour over the period heat relief is in force. However, it is understood that if and when the new Bonding Line is commissioned into full production a fifteen (15) minute break will be provided every hour over the period heat relief is in force, when the temperature exceeds 28 degrees Celsius.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

**Letter No. 6
PPG CANADA INC.
WORKS 81
OSHAWA PLANT**

PPE and Designated Smoking Policies

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During the negotiations, discussions were held with respect to the PPE and Designated Smoking Policies.

The Company and the Union recognize that it is important that employees strictly adhere to the PPE and Designated Smoking Policies. Accordingly, the Union will assist the Company in ensuring the employees are aware of all rules respecting PPE and Designated Smoking Policies and that they are properly observing such policies.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 7
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Quality Control

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

The Company agreed during the negotiations that if Quality Control is operating on the 1st and 3rd shifts without a Supervisor, or if the Supervisor is absent from the plant for a period of four (4) hours or more during the day shift, the most senior employee on the shift will receive a premium of twenty-five (25) cents per hour in consideration of the fact that he will be required to make decisions not normally required of a regular Quality Control Inspector.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 8
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Rotation Systems

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During the negotiations the Company agreed to allow rotation of the tempering and terminal lines.

THE ROTATION WILL COINCIDE WITH REST AND LUNCH PERIODS.

The continuation of the above rotations are conditional in that production and quality must be maintained without loss.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 9
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Trained Replacement Employee

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During the negotiations, discussion took place regarding the status of extra (trained) employees.

As a result of these discussions, the following understanding was reached:

- (1) Selection would be via the posting procedure.
- (2) Employees laid off from classified positions will automatically become senior within their respective TRE group(s).
- (3) Only those employees in the Glass Fabricator classification will be eligible for TRE positions. However, it is understood that the Company can extend the eligibility to the Terminal Solderer classification should re-

quirements not be met within the Glass Fabricator classification. Also, an employee can only hold one trained classification in addition to his/her current classification.

- (4) Employees holding TRE positions will not be eligible for transfer out of the position for a period of two (2) years, unless he/she was permanently transferred into a classified position.
- (5) Employees holding TRE positions will be distributed equally across all shifts.
- (6) A TRE may be re-assigned to cover openings at any time during a shift, before an attempt is made to secure an overtime replacement.

A TRE may also be re-assigned to cover for sickness, vacation, leave of absence, injury, bereavement, and plant meetings and training sessions.

- (7) For overtime purposes, the trained replacement would share in the overtime in his/her regular classification when he/she is working as a TRE for less than one (1) week. Overtime would be updated in his/her regular classification at all times.

For assignments of one (1) week or more, he/she would enter the classified sharing group as high plus one (1) overtime hours. Overtime hours would be maintained for the period of time the TRE worked as a replacement.

Once back in his/her own classification, the over-

time worked as a TRE would be canceled. If the employee was called back in the next week or later, the hours would again be high plus (1).

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 10
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Job Transfers and Promotions

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the following understanding reached by the parties during negotiations on Section 4 of the Local Agreement.

In the case of a discharged employee who is appealing his discharge, the opening created will not be subject to the application of Section 4 (b) of the Local Agreement for a period of 30 calendar days from his date of discharge.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 11
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Leaving the Plant

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

The Company will allow the practice of leaving the Plant up to ten (10) minutes prior to the end of their shift without a corresponding reduction in pay, providing the employees have been relieved by the succeeding shift. Employees are required to remain at their job until properly relieved, following the end of their shift, if required.

The wash-up period will be provided by the relief man prior to the end of the shift.

This will only apply to continuous operations.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 12
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Metatarsal Safety Boots
and Safety Glasses

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the agreement reached during the negotiations with respect to safety boots and safety glasses.

Safety Boots

The wearing of metatarsal safety boots is compulsory throughout the plant and this rule is a condition of employment. An employee with seniority will be able to purchase one (1) pair of approved metatarsal safety boots up to \$100.00 per contract year. The Company will also pay the tax on the purchase price of the footwear up to that amount. Effective November 1st, 1996, November 1st, 1997 and November 1st 1998, the parties will confer to determine if an adjustment of the above price, in either direction, is required.

Safety Glasses

The Company will provide as required and at no cost to a seniority employee, safety glasses or replacement parts on the following basis:

- (i) One pair of "plano" safety glasses per year.
- (ii) One pair of prescription glasses or lens every two years, or as prescribed by a certified eye specialist.
- (iii) Damaged or broken safety lenses, frames or temples will be replaced as required provided, however, that the employee furnished the Company with a satisfactory explanation as to the cause of such damage.

A year for the purposes of this provision is defined as one year from the date of issue or purchase of employee's glasses or prescription lens replacement.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 13
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Posting/Disabled Employees

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During the negotiations, discussions took place regarding the posting of positions currently held by employees on long term illness (disability). As a result of these discussions, the following understanding was reached:

1. The identified employee must be medically assessed and a probability of return must be determined.
2. If the probability of return is extremely remote, the position will be posted and filled.
3. The posting will specify that in the event that the disabled employee returns, the successful candidate filling the position would be placed back via plant-wide seniority and

would be eligible for posting as though he/
she had not taken the conditional position.

4. The above would be reached by mutual understanding and agreement.

Yours Truly,
 **CANADA INC**

William R. McBride
Director, Human Resources

Letter No. 14
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Special Electrician Rate

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

During the negotiations, the subject of a premium rate of pay was discussed for electricians who have achieved a specific capability and knowledge in certain areas in keeping with technological change.

These areas would include, but not be limited to: PLC capability, robotics capability, N/C capability, electronics and instrumentation knowledge and overall troubleshooting capability.

Electricians who possess these capabilities will be identified and receive the journeyman electrician rate plus a twenty-five (25) cents per hour premium in recognition of their talents and contributions.

New hire electrician journeymen must exhibit skills referred to above during their probation period and will be paid commensurate with their proven skill level.

Yours Truly,
PPG **CANADA** INC.

William R. McBride
Director, Human Resources

Letter No. 15
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Re-Assignment of Glass Fabricator

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the understanding reached during the negotiations with respect to the re-assignment of Glass Fabricators.

1. Glass Fabricator relief personnel can relieve in any of the Glass Fabricator classifications.
2. Glass Fabricators in either Group 1 or Group 2 can be reassigned in reverse order of seniority, as necessary during the shift, to meet production manning requirements.
3. In the event of a production disruption, Glass Fabricators can be reassigned as follows;
 - (i) Between Glass Fabricator 1 and 2 Groups Glass Fabricators in either Group 1 or 2 can be reassigned in reverse order of seniority, to another Glass Fabricator Group as required.
 - (ii) Within A Glass Fabricator Group

The displaced Glass Fabricator can be reassigned to other duties as required within his respective group.

4. Qualified Glass Fabricators are eligible to trade shifts with other qualified Glass Fabricators in any group. However, Glass Fabricators who trade shifts will assume lowest of seniority of the two employees involved in the shift trade and each will retain his respective overtime hours for overtime distribution purposes.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 16
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Classified Position Training

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

The Company recognizes the importance of a structured training and certification process for classified positions. A Joint Task force will be established to prioritize, develop and implement this process.

Yours Truly,
PPG CANADA INC

William R. McBride
Director, Human Resources

Letter No. 17
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Non-Continuous Shift Operations
Shift Schedule No. 1

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the understanding reached during the negotiations with respect to Non-Continuous shift operations on the Day Shift 7:00 AM - 3:30 PM and Afternoon Shift 3:30 PM - 12:00 Midnight.

1. The Company would provide the Union with a minimum of two (2) weeks notice prior to the implementation of a Non-Continuous Shift operation.
2. Non-Continuous Shift Operations would be installed for no less than a one (1) month period at any given time.
3. Senior classified and unclassified personnel would be given first opportunity to work the Non-Continuous Shift Operations. The

- balance of manpower requirements would be filled in reverse order of seniority.
4. Maintenance and production service manpower requirements for the Non-Continuous Shift Operations would be filled in the same manner as outlined in (3).
 5. The plant scheduling options for Non-Continuous Shift Operations are as follows:
 - (i) Entire Plant
 - (ii) All Side Lite Furnaces
 - (iii) All Side Lite Cutting Lines
 - (iv) All Backlite Furnaces
 - (v) All Backlite Cutting Lines
 - (vi) All Terminals

or any combination of the above

Any change from the above options would be by mutual consent.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

Letter No. 18
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Re-Alignment Skilled Trades

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the understandings reached during the negotiations with respect to the skilled trades:

1. The Millwright classification will be fully amalgamated into the Machine Repair classification. Reference to skilled trade classification of Millwright will be deleted from the applicable sections of the Local Agreement.
2. The Press Block/Template Maker will be deleted from the applicable sections of the Local Agreement and Steve Damant will be red circled in the Machine Repair classification with the following conditions;
 - (a) He will continue to be paid at the Machine Repair skilled trade hourly rate.
 - (b) He will only be eligible and charged for

overtime offered and/or worked in the performance of Press/Block Template Maker duties.

(c) Current practices for skilled trades coverage for Press/Block Template Maker duties by Machine Repair for vacations, sickness, availability etc. will continue until such time as Steve Damant leaves the job.

(d) At such time Steve Damant leaves the job, the duties will revert to the Toolroom.

3. Wheel dressing responsibilities will be consolidated and performed by one (1) Machine Repair person, assigned to the Day shift.

Yours Truly,
PPG CANADA INC

William R. McBride
Director, Human Resources

Letter No. 19
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Continuous Improvement

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

In order to remain continually competitive, it is agreed that it is in the best interest of the Company, the Union and all employees to participate jointly in developing new and innovative approaches to manufacturing.

It is recognized that these approaches will cover, but not necessarily be restricted to, such items as product redesign, cellular, manufacturing concepts, employee awareness and involvement; with the target of being a totally participative and self directed work force making full use of all the talents available to the Company.

It is agreed that both management and the union committee will recognize at least two (2)

key individuals each, in addition to the Plant Manager, to ensure implementation of the above objectives.

Yours Truly,
PPG CANADA INC

William R. McBride
Director, Human Resources

Letter No. 20
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Re-Structuring Of Skilled Trades

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

This letter will confirm the understandings reached during the negotiations with respect to the skilled trades:

1. Amalgamation

There will be no amalgamation and the skilled trade classifications will remain as outlined in Item I of the Local Agreement. However, the Union recognizes the occasional need for employees to assist with basic work not normally within their skilled trade classification and is willing to address this issue of maintenance work flexibility on a case by case basis.

2. Duties Transferred To General Production

Painting of equipment plant wide (to include lines, railings, posts) to be done by employees on modi-

fied work and/or general production personnel when available. It is understood that painting of machinery is to remain within the maintenance department. Cleaning and/or emptying of drains, edgers, tanks and sludge would be done by the appropriate Cold End and Hot End personnel.

3. Maintenance Duties Transferred to

Cold Ends

Cold End Operators will assume all elements of the changeover, including changing the wheels and drill bits etc., during the run. They will also be responsible for clearing washer jam ups and cleaning rollers.

4. Maintenance Duties Transferred to Hot Ends

Pipefitters will retain the responsibility for reconnecting and disconnecting lift jets during the changeover. However, it is agreed that should excessive waiting time continue as a result of Pipefitters failing to respond, the issue will be addressed under item one (1) of this letter. Hot End Operators or Screening Room Operators will be responsible for clearing washer jam ups and cleaning rollers.

5. New Maintenance Duties

The Company will make provisions for the Maintenance Department to assume responsibility for the basic maintenance of the air compressors, recharging of fire extinguisher system, air conditioning and heating duties currently being performed by outside contractors. It is understood that this will exclude major installations, modifi-

cations and repairs. The effective date of the maintenance department assuming these duties will be dependent on the nature and duration of the skill upgrading requirements within the maintenance department. The skilled trades employees in the Pipefitter classification will be responsible for heating. Air conditioning will be shared as appropriate between the Machine Repair and Electrician classifications. The Machine Repair classification will also be responsible for the air compressor and fire extinguisher recharging.

6. Permanent Manpower Reductions

There will be no forced manpower reductions over the term of the agreement in the skilled trades classifications affected by the transfer of maintenance duties. Any permanent reductions in maintenance manpower compliment will be handled through attrition over the term of this agreement. The maximum number of manpower reductions in the Machine Repair classification as a result of these changes will be six (6). It is anticipated that there will be up to six (6) retirements in the Machine Repair classification over the term of the agreement. However, the Company agrees to make every practical effort to add new skilled trade duties to the Machine Repair classification to minimize the anticipated Machine Repair manpower reductions through attrition.

It is understood that employees in maintenance and production areas will cooperate fully to affect a smooth transfer of duties. It is also recognized that over the transition period, different issues may arise and the Union and Company agree to consult with each other to minimize problems and facilitate a smooth transfer of duties.

Yours Truly,
PPG Canada Inc.

William R. McBride
Director, Human Resources

Letter No. 21
PPG CANADA INC.
WORKS 81
OSHAWA PLANT

Employee Involvement

April 1, 1996

Mr. Mike McCarthy, Chairman,
Works 81 Oshawa, Bargaining Unit,
Local 222, C.A.W.,
1425 Phillip Murray Avenue,
Oshawa, Ontario L1J 8L4

Dear Mr. McCarthy:

Over the last few years, there has been enormous change in the working environment. Although most of the attention has been focused on technological change, employee working structure and organization has also undergone similar change. It is the Company's belief that employee involvement systems and processes will be the predominant way organizations approach and manage work in the future.

The Company and the Union, during negotiations, discussed some of these changes and the issues that they raise in the workplace. The Union has expressed its interest in working to make Oshawa Works #81 a better workplace for its members as well as a more effective production unit. It is the understanding of the Union and the Company that in developing mutually beneficial

employee involvement activities, both these objectives - a better workplace and more effective production - need to be met.

The Union and the Company have identified a number of employee involvement activities which include improved production performance, safe and healthy work, a comfortable workplace, training and improved workplace relations as their targets.

As a first step towards establishing a joint Union/Management approach to employee involvement at Oshawa Works #81, a Joint Employee Involvement Steering Committee as provided for under Letter Of Understanding No. 19, has been created. The Joint Committee has developed a list of operating guidelines, as outlined in the "Union/Management Employee Involvement Policy Statement Oshawa Works #81," which will apply to all employee involvement activities and be revised and updated from time to time as required.

It is recognized that both the Union and Management Committees need to develop a framework for an effective "Employee Involvement Culture" at Oshawa Works #81.

Yours Truly,
PPG CANADA INC.

William R. McBride
Director, Human Resources

LOCAL AGREEMENT

between

**PPG CANADA INC.,
HAWKESBURY, WORKS 80**

and

**LOCAL 1661, C. .W. - C. .C.
HAWKESBURY, ONTARIO**

April 1, 1996

to

March 31, 1999

MEMORANDUM OF LOCAL
AGREEMENT

Made and Entered into this First Day of April
1, 1996:

BETWEEN:

PPG CANADA INC.,
HAWKESBURY, WORKS 80

HEREINAFTER REFERRED TO AS
THE COMPANY

AND:

THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION
OF CANADA (C.A.W.)
AFFILIATED WITH THE
CANADIAN LABOUR CONGRESS,
LOCAL 1661, HAWKESBURY, ONTARIO,
HEREINAFTER REFERRED TO AS
THE UNION,

WHEREAS

the parties together with other parties, entered
into an agreement April 1, 1996 (hereinafter re-
ferred to as the "MASTER AGREEMENT") and

WHEREAS

the said Master Agreement contemplates that
certain matters are the subject of local agree-
ment, which matters are herewith made the sub-
ject of this Local Agreement.

TABLE OF CONTENTS

	Section	Page
Exclusions	1	208
Representation	2	208
Layoffs and Recalls	3	210
Transfers	4	215
Preferred Classifications	5	223
Establishment of		
Classifications	6	226
Hours of Work	7	226
Changes of Shift Provision	8	232
Overtime Distribution	9	233
Rest Periods	10	239
Wages	11	240
Skilled Trades Local	12	242
Classifications	Item I	242
Overtime Sharing		
Groups	Item II	242
Internal Moves	Item III	243
Wages - Skilled Trades	Item IV	245
Rate of Pay	Item V	247
Special Electrician		
Premium Rate	Item VI	247
Vacation for Skilled		
Trades Employees	Item VII	248
Flow Chart for Layoff		
or Recall Purpose	Item VIII	249
Modification, Renewal		
and Termination	13	249
Letters of Understanding		249

SECTION 1 EXCLUSIONS

Pursuant to Section 3 of the Master Agreement, the following employees will not be covered by this agreement:

- Supervisor and persons above the rank of Supervisor
- Office and Sales staff
- Quality Control Technicians
- Security Officers

SECTION 2 REPRESENTATION

- (a) Pursuant to the provisions of Section 12 (b) (i) of the Master Agreement, the Company recognizes a local Union Plant Committee consisting of a Plant Chairman and three regular Zone Committeemen. The Company will also recognize one alternate committeeman for each regular committ-eeman. The Plant Chairman is an hourly-rated employee whose primary function is Union Representation on a plant-wide basis and to perform work to which he may be assigned in line with the seniority provisions of the Agreement.
- (b) Pursuant of the provisions of Section 12 (b) (vi) of the Master Agreement, the Company shall recognize the appointment of additional alternates in zones where multiple shifts are required. Such appointments are to be made only for the period for which multiple shifts

are required.

- (c) Pursuant to the provisions of Section 12 (b)(x) of the Master Agreement, the following provisions will apply: When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday, the Company will advise the Plant Chairman and if he so elects he or his designate will be retained at work on some job that is required in the Plant and of which he is capable.

When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday in a zone, the Zone Committeeman will be advised and if he so elects, he or his designate will be retained at work on some job that is required in his zone and of which he is capable.

- (d) The following list of Zones was agreed upon for representation purposes:

Zone 1 Cutting 3, Cut 4, Lehr 3 and 4, Forming, Skilled Trades, Process Engineering

Zone 2 Laminating, Labour Pool, Lam-4

Zone 3 Finishing, Plant Services, RePack, Bonding

For the purpose of representation, it is understood that the Plant Chairman shall be without a zone and his jurisdiction shall be the whole Plant for all shifts.

It is further understood that Labour Pool who are assigned to work in another Zone, they will be represented by the Committeeman in the Zone where they are performing the work.

- (e) In addition to the Committeeman for the zone

which includes the Skilled Trades Classifications, the Company will recognize, upon prior written notice, a representative from such Skilled Trades. This representative would be scheduled on day shift and deal with in-plant problems associated with and limited to the Skilled Trades Sections of the Agreement, he will also sit on any meetings of general concern to the plant as a whole, and will sit at 5 days of Local Negotiations. The Company would also recognize an appointee whenever the regular representative cannot act.

SECTION 3 LAYOFFS AND RECALLS

- (a) The Company will give employees twenty-four (24) hours' notice on layoff but this will not apply when the layoff is necessary because of circumstances beyond the control of the Company. Notification will be given directly when possible and posted on the Departmental Bulletin Boards.
- (b) (1) Layoffs from and recalls to preferred job classifications are determined by applying departmental seniority among the group of employees who have acquired seniority rights in such preferred classifications as provided in Section 5 of this Local Agreement.
- (2) Any employee having acquired seniority rights within a preferred classification who is displaced from such preferred classification will then exercise

his seniority pursuant to the provision of (c) below.

- (c) When the Company is required to reduce the work force such reduction will be carried out in the following manner:
- (1) Employees with seniority within a classification affected will be displaced from his job within that classification in reverse order of seniority.
 - (2) If the total number of employees presently included in the work force is to be reduced for the following work week Monday through Friday or longer, employees with insufficient plant-wide seniority to be included in such work force shall be laid off with probationary employees being laid off first. Those employees with sufficient plant-wide seniority to be included in the work force for the following work week will be allocated to the various departments first on the basis of departmental seniority and then on a plant wide basis.
 - (3) If the total number of employees included in the work force for a given work week is to be reduced for a period of twenty-four (24) hours or less, employees will exercise their seniority in the department(s) and/or classification and on the shift(s) affected. Employees with insufficient seniority to remain at work in the department(s) and on the shift(s) affected will be laid

- off in the reverse order of their seniority with probationary employees being laid off first.
- (4) In the event of a temporary reduction (referred to in (c) (2) and (c) (3) of Section 3) in a classification, the Company will displace the most junior classified employee on the shift affected performing such job within the total classification.
 - (5) If the total number of employees included in the work force for a given work week is to be reduced for a period of time in excess of twenty-four (24) hours but in no event for a period of time in excess of the remainder of the work week, employees will exercise their seniority in the department(s) and/or classification affected. Employees with insufficient seniority to remain at work in the department affected will be laid off in reverse order of their seniority with probationary employees being laid off first.
- (d) When the Company is required to increase the work force, such increase will be carried out in the following manner:
- (1) In the case of recalls during the work week, employees laid off in accordance with (c) (3) above will be recalled on the basis of their seniority in the department(s) and/or classification on the shifts affected.
 - (2) In the case of recalls during the work week, employees laid off in accordance with (c) (4) above will be recalled

on the basis of their seniority in department(s) and/or classification affected.

- (3) In the case of recalls during the work week the Company will endeavour to recall displaced employees to their respective department and/or classification *on* the shift they are then working. Employees not previously included in the work force will be recalled to openings on the basis of their plant-wide seniority.
- (4) If the total number of employees to be included in the work force for the following work week is increased, employees at work and/or recalled from layoff will be allocated to the various departments and/or classification firstly on the basis of their departmental seniority and secondly on the basis of their plant-wide seniority.
- (e) **At** the end of each work week, the list of employees to be included in the work force for the following work week as well as employees who were laid-off and recalled during the current work week will be reviewed by the Director, Human Resources or his designate and the Plant Chairman or his designate.
- (f) If an employee eligible by seniority to be included in the work force cannot maintain the efficiency of the job available, Union and Management will confer to arrange a satisfactory job exchange with another employee.

- (g) A probationary employee will be laid off and recalled on the basis of his probationary time but shall not be permitted to displace another probationary employee in another department.
- (h) An employee who replaces another employee who is sick, on leave of absence, vacation, or temporary assignment will, upon the return of the regular employee, be returned to his former job classification seniority permitting.
- (i) When it is not possible to directly notify an employee of his recall, notification shall be given by registered mail addressed to the last address recorded with the Human Resources Department. Accordingly, the employee must notify the Human Resources Department immediately if he changes his address or telephone number.
- (j) Seniority will be as the name appears on the seniority list.
- (k) Displaced employees
During the recent negotiations with respect to Section 3 of the Local Agreement, the Company has agreed that subsequent to the placement of displaced employees within their department on a shift such employees will be offered any available job opening within a classification on the basis of their departmental seniority. This selection will remain in effect for the duration of the employees' displacement when practicable.
- (l) Displaced Assigned Employees
An employee, assigned by schedule, who

completes his assignment prior to the end of the work week, will be allowed to displace the employee who is covering him if on the same shift and seniority permitting; otherwise, he will take the available opening.

(m) Call-in procedure

In order to eliminate the necessity of an employee having to be available for recall at any time during a particular day, the following list of recall times has been established.

6:00 a.m. - 8:30 a.m.

2:00 p.m. - 4:30 p.m.

6:00 p.m. - 8:30 p.m. (12-hour shifts)

10:00 p.m. - 12:30 a.m.

It would be the responsibility of each employee on layoff to be available for recall during these times. If an employee is recalled during the specified time and is not available or does not report to work, he will forfeit his Short Work Week for that day.

SECTION 4 TRANSFERS

- (a) Transfers will be dealt with on the basis of seniority and ability to perform the job.
- (b) A permanent vacancy *is* defined as any opening within a job classification or department after all eligible employees have been recalled and
 - (i) the opening *is* created by a quit, discharge, death, retirement, transfer or

disqualification, or

- (ii) A new classification is being established, or
- (iii) A specific job classification is permanently increasing the number of employees who hold the classification. However, an opening created within such classification by a temporary condition of not longer than thirty (30) consecutive working days will be considered as a temporary vacancy and will not be subject to this subsection, unless mutually agreed otherwise by the parties.

For the purpose of this subsection, an employee who is displaced from his classification for a continuous period of three (3) consecutive months will lose his recall rights to his former classification and will become non-classified in the department. The working of less than an eight (8) hour shift during the period above does not constitute a classification recall.

For the purpose of this subsection, an employee who is displaced from his department for a continuous period of three (3) consecutive months will have no recall rights to any department and will become unassigned. The working of less than an eight (8) hour shift during the period above does not constitute a Department recall.

For the purpose of this subsection, an employee who is displaced from

a preferred classification for a continuous period of six (6) consecutive months will lose his recall rights to his former classification and will become non-classified in the department provided he retains his department as per (b) (iii), 3rd paragraph above.

An employee being displaced from his job within his classification for a period of three (3) consecutive months will lose all recall rights to his former job, and will apply his seniority within his classification in the available opening. (Excluding preferred classification)

- (iv) In reference to Section 4 (b) (iii), 2nd paragraph, at the time an employee becomes non-classified within his department, for scheduling and overtime sharing purposes during a period of **assignment**, he will temporarily be classified in a lower classification having the greater number of employees.
 - (v) An opening, created by an employee who is absent due to sickness, injury, work assignment, vacation or leave of **absence** authorized by the Company, will not be considered as a vacancy until it becomes apparent to the parties that the employee will not return to his job.
- (c) Such employee transfers will be limited to two (2) in twelve (12) consecutive months dated from the first transfer of the previous calendar year. However, no more than two

(2) such transfers may be exercised in any one calendar year. A move from classification to classification within a department or from department to department constitutes a transfer. Employees will not be eligible for transfer after having made application for retirement.

Employees accepting Group Leader or line Operator classifications (includes: Operator Classification of the Forming, Cutting 3, Cutting 4, Lehr 3 and Lam 4 excluding embedding) cannot transfer for twelve (12) consecutive months from date of transfer, unless they become non-classified or unassigned as per Section 4(b) (iii). Employees accepting Group Leader or line Operator classifications in the Process Engineering Department cannot transfer for three (3) consecutive years from the date of transfer.

- (d) All transfers completed under this section shall be on a thirty (30) calendar day tentative basis, and a fifty (50) calendar day basis for Group Leader and line Operator classifications (includes Operator classification of the Forming, Cutting 3, Cutting 4, Lehr 3 and Lam 4 excluding embedding), and within the Process Engineering, six (6) months and three (3) months for the Group Leader classification respectively, after which such transfers will be automatically confirmed.

The Company shall retain the right to remove such employee from the job if during the above respective periods, the trans-

free cannot perform the required work satisfactorily for the Company.

An employee so removed will be reassigned to an available opening in the department and/or plant, or failing that, may exercise seniority on a plant-wide basis.

Should an hourly employee cease to be qualified for his job and fail to succeed in qualifying after additional training, the employee so removed will be reassigned to an available opening in the department and/or plant, or failing that, may exercise seniority on a plant-wide basis.

- (e) In the event that a new classification is established, the Company will post the classification on the Departmental bulletin board. In the event that a new department is established, the Company will post the departmental classification(s) plant-wide. Such postings will have a general description of the classification(s) in order to allow employees with seniority to make application. Such application must be made within 120 hours from the time of posting.

"If within two (2) weeks after the information provided by the Company on a job closure does not materialize, the employee who has signed a transfer should then have the choice to return to his former job, canceling his transfer and/or move to his new transfer job." (Job closure excludes plant activity and schedule.)

- (f) Seniority employees will be granted transfers to permanent vacancies in the follow-

ing manner:

- (i) Permanent vacancies within a job classification will be verbally offered to employees holding such classification on the basis of their seniority and signed by the employee on a form supplied by the Company, indicating acceptance or refusal. Refusing to sign at the time of asking will be considered as refused.
- (ii) Permanent vacancies in a department will be verbally offered and signed by departmental employees on a form supplied by the Company, indicating acceptance or refusal. Refusing to sign at the time of asking will be considered as refused. If no employee in the department makes application, the senior non-classified employee holding departmental seniority will be assigned to such permanent opening.
- (iii) Permanent vacancies on a plant-wide basis will be posted in all departments for a period of 120 hours. Employees making application for such posting will automatically be granted such transfers in accordance with (a) above. The employee will be applying for the specific job opening within the classification in the department. If no employee makes application for such posting the Company shall permanently assign the senior unassigned employee having no departmental

seniority to such permanent opening. Probationary employees will not be considered for such transfers until they acquire seniority. Prior to posting openings on a plant wide basis, employees in the department would be allowed to change shift within the same job only on the openings. (This change must be done within the posting period).

- (g) Whenever possible the Company will begin filling permanent vacancies on Monday of each work week for the following work week schedule.
- (h) The Director, Human Resources or his designate and the Plant Chairman or his designate will review any transfers under this section and supply a copy to the Union indicating all information pertaining to such applications at the end of each work week.
- (i) If the number of employees to be transferred at any one time under this section would adversely affect the efficiency of the department(s) concerned, a reasonable delay may be necessary in physically effecting such transfers in order to provide adequate employee training.
- (j) In the event that an employee has either been removed from a classification or discharged, and a grievance has been filed, the resulting vacancy will not be considered as permanent until the arbitrator's decision has been rendered.
- (k) If an applicant qualifies for more than one

department, he would be verbally offered his choice of department.

- (l) Should a new department be established or departments not listed above be affected by technological change, the parties will meet to discuss if the Operator classification is to be treated in the "line Operator" context of Section 4 (c) and (d).

(m) Transfers Processing

In the event of sick leave, leave of absence inverse layoff, or vacation, the parties agree to the following:

- (i) If an employee is not at work at the time of asking as per the date on the transfer matrix, and has not advised the Human Resources Department in writing of his transfer selection, he will be bypassed, without the right of recourse.
- (ii) An employee with the appropriate seniority who has notified his transfer selection as per this letter will be assigned to the vacancy and shall not

have a right of recourse.

**SECTION 5
PREFERRED CLASSIFICATIONS**

223

Department	Job Classification	Minimum Days of Experience for Seniority Right	Maximum Coverage
Forming	Group Leader	30 Working Days	No Maximum
	Operator	30 Working Days	No Maximum
Cutting 3	Group Leader	30 Working Days	No Maximum
	Group Leader	30 Working Days	No Maximum
Cutting 4	Operator	30 Working Days	No Maximum
	Group Leader	30 Working Days	No Maximum
Lehr 3	Operator	15 Working Days	1/shift
	Group Leader	30 Working Days	No Maximum
Lehr 4	Operator	15 Working Days	1/shift
	Group Leader	30 Working Days	No Maximum
Laminating	Operator	30 Working Days	No Maximum
	Group Leader	30 Working Days	No Maximum

Department	Job Classification	Minimum Days of Experience for Seniority Right	Maximum Coverage
Laminating 4	Group Leader	45 Working Days	No Maximum
	Operator	45 Working Days	No Maximum
Plant Services Re Pack	Operator	15 Working Days	No Maximum
	Group Leader	30 Working Days	No Maximum
Process Eng.	Group Leader	40 Working Days	after job acceptance No Maximum
Bonding	Group Leader	30 Working Days	1/shift

Finishing Group Leader 30
Working Days No Maximum

- (a) Any employee requesting and receiving a permanent transfer from such a Preferred Job Classification will forfeit such classification seniority rights for recall.

A non-preferred employee who replaces an employee who is on sick leave, leave of absence, assignment, displacement, inverse layoffs, or vacation in a Preferred Job Classification will not be credited with such time spent in such preferred Job Classification. It is understood in the application of Transfer section 4 (b) (iii) - last paragraph, regarding preferred classifications, refers to jobs within the classification, not the whole classification.

- (b) Retention of Preferred Employees During Periods of Layoff

It is the intention of Management that, in the event of a reduction in the work force resulting in the retention of employees out of line of seniority for a period in excess of ninety (90) calendar days due to the application of Section 5, the Company representatives and the Union Committee will confer to make satisfactory arrangements to train employees on such classifications with a view to employing them in line of seniority. Management and the Union Committee will review such layoff condition four (4) weeks subsequent to the beginning of such layoff to determine its duration.

Notwithstanding the above, the parties agree

that employees may be retained at work in the plant and/or their respective departments, on the basis of their seniority. In order to avoid retaining employees out of line of their seniority, the Company agrees to discuss with the Union, the retention of such employees in a preferred classification providing they have the required ability and qualifications to perform the work.

SECTION 6 ESTABLISHMENT OF CLASSIFICATIONS

Upon the establishment of a new classification not shown in the Local Agreement or if any existing job classification is so changed that it cannot be properly covered by the existing classification, Management will notify the Union in writing. Such job classification and rate will be subject to negotiation between the Local Management and the Local Plant Committee. If the parties fail to agree on a classification or rate, the Union may appeal the matter to an impartial arbitrator as provided in Section 13 of the Master Agreement by serving written notice within ten (10) working days of the date on which the last meeting was held to negotiate the classification and rate.

SECTION 7 HOURS OF WORK

- (a) Nothing contained in this section shall be construed as a guarantee of hours per day

or days per week.

- (b) When operations are continuous seven days a week twelve (12) hour shifts, employees shall work forty-two (42) hours, consisting of twelve (12) hour rotating shifts averaged over a four (4) week period. When operations are on a normal five (5) day work week, the regular work week shall consist of (40) hours comprised of five (5), eight (8) hour days Monday to Friday inclusive. Hours of work in the case of seven (7) day eight (8) hour shift operations shall average 40 hours per week over a period of four (4) weeks. Their starting and quitting times will be in accordance with shift schedule No. 2. With the exception of employee working on seven (7) day operations the regular work week shall consist of forty (40) hours comprised of five (5), eight (8) hour days Monday to Friday inclusive. Hours of work in the case of seven (7) day operations shall average 40 hours per week over a period of four (4) weeks. Their starting and quitting times will be in accordance with shift schedule No. 2.
- (c) Any deviation from the shift schedules contained in this section will be as mutually agreed upon between the Local Management and Local Union Plant Committee.
- (d) Whenever a group of employees on a line in a classification are scheduled to work in accordance with Shift Schedule No. 2, all employees in such classification on such line will work in accordance with Shift Schedule No. 2.

(1) Shift Schedule No. 1 (unpaid lunch period)

			Hours Paid at Straight Time	Hours Time & one-half	Paid at Double Time	Night Hours Premium at \$0.40at \$0.50
Day Shift	A.M.	P.M.				
Monday to Friday	7:00	3:30	8			
Saturday	7:00	3:30		8		
Sunday	7:00	3:30			8	
Afternoon Shift	P.M.	A.M.				
Monday to Friday	3:30	12:00	8			8
Saturday	3:30	12:00		8		8
Sunday	3:30	12:00			8	8

(2)Shift Schedule No. 2 (paid lunch period)

			Hours Paid at Straight Time	Hours Paid at Time & one-half	Double Time	Night Premium Hours at \$0.40 at \$0.50
Night Shift	PM.	A.M.				
Sunday to Thursday	11:00	7:00	8			8
Friday	11:00	7:00		8		8
Saturday	11:00	7:00			8	8
Day Shift	A.M.	PM.				
Monday to Friday	7:00	3:00	8			
Saturday	7:00	3:00		8		
Sunday	7:00	3:00			8	
Afternoon Shift	PM.	A.M.				
Monday to Friday	3:00	11:00	8			8
Saturday	3:00	11:00		8		8
Sunday	3:00	11:00			8	8

NOTE:

Shift starting 11:00 PM. Sunday is Monday shift and so forth.

(e) Overtime premiums shall be paid for on the following basis:

- (1) Five day operations
 - (i) Time and one-half for time worked in excess of the regular shift hours.
 - (ii) Time and one-half for time worked on Saturday except where such work is part of an employee's regular shift.
 - (iii) Double time for time worked on Sunday except where such work is part of an employee's regular shift.
- (2) Seven day operations
 - (i) Time and one-half for time worked in excess of the regular shift hours.
 - (ii) Time and one-half for time worked on Saturday where such work is not part of an employee's regularly scheduled shift.
 - (iii) Time plus one-quarter for time worked on Saturday where such work is part of an employee's regularly scheduled shift.
 - (iv) Double time for time worked on Sunday where such work is not part of an employee's regularly scheduled shift.
 - (v) Time and one-half for time worked on Sunday where such time is part of an employee's regularly scheduled shift.
 - (vi) Time and one-half for all hours worked on an employee's first scheduled day off when such day occurs during the work week Monday through Friday inclusive.
 - (vii) Double time for all hours worked on an employee's second consecutive

scheduled day off when such day occurs during the work week Monday through Friday inclusive.

(f) Shift Premiums

- (1) A shift premium of 40¢/hour will be paid for regular hours worked on the afternoon shift.
- (2) A shift premium of 50¢/hour will be paid for regular hours worked on the night shift.
- (3) A shift premium of 60¢/hour will be paid for the night shifts on the continuous seven days twelve (12) hour shift operation (7:00 PM to 7:00 AM).
- (4) In the case of an extension of an employee's regular shift, a shift premium will be paid for hours worked beyond the eight (8) hours on the afternoon shift at 40¢/hour and for hours worked beyond the eight (8) hours on the night shift at 50¢/hour. Shift premiums will not be paid for hours worked beyond the eight (8) hours on the day shift. However, if an employee works a partial shift to replace another employee who is late or absent, or he works a full shift in addition to his regular shift, he will receive the applicable shift premium for the partial or full shift which he works.
- (5) Overtime premiums will not be paid on the shift premiums.

(g) Shift Rotation

The Company will endeavour to rotate an

ing on multiple shifts. This practice reflects the current situation in the plant and should conditions change, the practice may be changed. Whenever possible, the Company will provide notification to the Plant Chairman or his designate of such change.

SECTION 8

CHANGE OF SHIFT PROVISION

- (a) Employees who are working in a given department during a given work week, will not receive time and one-half for the first scheduled change of shift within that work week. However, an employee working in such a given department will receive time and one-half for any other changes of shift within the same work week in such given department.
- (b) If the Company requests an employee to change his scheduled shift within his work week, he will receive the applicable overtime premium on his earned hourly rate for the first new shift worked.
- (c) However, employees who are changed to another shift due to the application of seniority, or at the employee's request, will not receive overtime pay for that shift.

SECTION 9

OVERTIME DISTRIBUTION

- (a) When overtime is to be worked in a department, such overtime will be distributed as evenly as far as possible among those employees in a classification who regularly perform the work in such classification.

Mechanics of Overtime Distribution

- (b) (1) Records of overtime will be kept in "Paid Hours" for each calendar year.
- (2) Newly-hired, transferred or temporarily assigned employees will be credited with the highest in the classification plus one hour. Employees transferring into classifications which require a training period will be credited with the highest in the classification plus one hour only at the completion of such training period. Assigned employees will also retain overtime rights in their own classification on the shift they are then working. All overtime worked will be charged in both classifications. For the purposes of this paragraph, the assigned employee will first qualify for overtime in his assigned job, if there is overtime in both classifications. Transferred employees will be credited with the highest in the classification plus one on the day they perform work in such classification. (Unless such employee is already scheduled in such classification).

period of eight (8) hours or less will also retain overtime rights in their own classification on their respective shift and be charged accordingly.

- (3) Overtime records for each classification will be reduced to zero on January first of each year.
- (4) Employees on layoff or displaced will be charged with overtime occurring in their classification during their absence which they would have been eligible for if employed in their classification.
- (5) Employees on leave of absence, sick leave, vacation will be charged with overtime occurring in their classification on their respective shift during their absence, for which they would have been eligible if employed in their classification.
- (6) Except as outlined in (b) (2) second paragraph above, all overtime worked and/or for which payment is received will be charged against an employee only in the classification in which the employee is working immediately prior to the overtime hours.
- (7) Governing hours for the asking of weekend overtime would be the hours at the end of an employee's regular shift on Wednesday. Furthermore, Wednesday hours will also govern for the following Sunday for Departmental employees, and Unassigned em-

ployees scheduled in the department either in consecutive weeks or for the work week in which the Sunday falls., including 12 hour continuous operations. Wednesday hours will also govern for long weekend overtime.

- (8) Overtime that is offered and accepted, not worked or cancelled by the employee, will be charged double as if worked. Overtime offered, refused, will be charged as if worked, provided the employee has received notice prior to the last four (4) hours of his last regular shift preceding such overtime.
- (9) Overtime which would result in the working of a double, unbroken shift will not be charged against the employee upon refusal. However, an employee who is offered overtime caused by absenteeism or lateness of which the Company had less than two (2) hours prior knowledge, will be charged for such hours if he declines the overtime offered, as will the absent employee. Such overtime will be offered first to the employees on the shift preceding such overtime in the classification concerned. However, any overtime which results in more than twenty-four (24) hours notice will be offered to low hours regardless of shift. This also includes any short notice to the company up to 24 hours includ-

ing overtime to be offered for Monday on Friday. (Such overtime will be offered to the employees scheduled on Monday, day shift). Overtime offered when called at home will not be charged upon refusal. Overtime offered and declined outside your department will not affect any overtime that could occur in your department during the same day, however, overtime occurring in your own department will be offered only once. Employees refusing overtime in a first instance will not be offered overtime during that same day. Employees qualifying to work weekend overtime will apply their seniority in their respective job during such overtime.

- (10) When additional employees are required to work overtime in a classification other employees in the department in which such classification is located will be eligible to share in overtime.
- (11) Whenever it can be determined and possible to do so, weekend overtime will be offered to multiple shift employees on the Thursday shift preceding such overtime. In the event that additional employees are required in a classification for weekend overtime, only those employees in such classification on the comparable shift on the Friday preceding such overtime will

- be eligible.
- (I2) Overtime offered and declined by employees outside their classification, but in their department, will be charged.
 - (13) The hours of regular committee members, as outlined in Section 2 of the Local Agreement, will not be used in respect to (2) above. If at the end of his term, the committee member has greater hours than those in the group he represents, he will be credited with the highest in his then current classification plus one hour.
 - (14) Both parties recognize that overtime may and will result without prior notification. However the Company will post production overtime to be worked whenever practicable.
 - (15) For the purposes of weekend overtime, employees will be charged only the hours offered, upon refusal
 - (16) In the event that an eligible employee who is available to work overtime in a classification or department is not provided with the opportunity to work such overtime, then such employee will be reimbursed for lost wages. Furthermore, should such missed opportunity be a result of circumstances of which the Company had less than two (2) hours prior knowledge, there will be no reimbursement to the employee
 - (17) Where employees within the same

- (17) Where employees within the same classification are on difference shift schedules (7-day operation), overtime hours will be adjusted at H + 1 for those employees reporting back to shift schedules 1 or 2 only if their hours are higher.
- (18) **Cancelled overtime by the Company**
Cancelled overtime would not be charged. whether or not such overtime had been accepted or refused.
- (19) The company and the union have agreed that when operations are on continuous seven days a week twelve (12) hour shifts, that the overtime mechanism will be modified as follows: the overtime shall be first offered on the line where the overtime is occurring, if additional employees are required in the department on Line 1 or 3 where the overtime occurs, the employees will be asked to share such overtime before it goes plant-wide with the exception of the CVS where the overtime will remain as presently. If during the course of this agreement the 12-hour shifts were to be dropped to an 8-hour shift, this paragraph would then not be in effect and the overtime would be shared by the entire department until operations resume back to twelve (12) hour shifts.

SECTION 10 REST PERIODS

An employee will be granted rest periods totaling thirty (30) minutes each full shift.

No rest periods will be granted to an employee who works less than three (3) consecutive hours on overtime. When overtime is scheduled for three (3) or more consecutive hours, the Company will grant a rest period of twenty (20) minutes.

For employees working a double shift, the Company will provide a twenty (20) minute rest period prior to the commencement of such overtime, or as soon as possible after the start of the shift.

On continuous seven day operations (12 hour shifts) employees will be granted rest periods totaling sixty (60) minutes each shift. In addition, the normal 30 minute lunch period will be granted.

**SECTION 11
WAGES**

The wage rates payable by the Company shall be those listed below for the respective job classifications listed
It is understood and agreed that these wage rates shall not be altered during the terms of this Agreement except and to the
extent, mutually agreed upon by the Parties hereto

	Classification	April 1, 1996	April 1, 1997	April 1, 1998
Forming	Group Leader	\$19 96	\$20 26	\$20 56
	Operator	\$19 71	\$20 01	\$20 31
Cutting #3	Group Leader	\$19 96	\$20 26	\$20 56
	Operator	\$19 71	\$20 01	\$20 31
	Senior Personnel	\$19 62	\$19 92	\$20 22
Cutting #4	Personnel	\$19 57	\$19 87	\$20 17
	Group Leader	\$19 96	\$20 26	\$20 56
	Operator	\$19 71	\$20 01	\$20 31
	Senior Personnel	\$19 62	\$19 92	\$20 22
Lehr #3	Group Leader	\$19 96	\$20 26	\$20 56
	Operator	\$19 71	\$20 01	\$20 30
	Senior Personnel	\$19 62	\$19 92	\$20 22
Lehr #4	Personnel	\$19 62	\$19 92	\$20 22
	Group Leader	\$19 96	\$20 26	\$20 56
Laminating	Operator	\$19 71	\$20 01	\$20 31
	Personnel	\$19 62	\$19 92	\$20 22
	Group Leader	\$19 96	\$20 26	\$20 56
Finishing	Operator	\$19 71	\$20 01	\$20 31
	Senior Personnel	\$19 62	\$19 92	\$20 22
	Personnel	\$19 57	\$19 87	\$20 17
	Group Leader	\$19 96	\$20 26	\$20 56
	Senior Personnel	\$19 62	\$19 92	\$20 22
	Personnel	\$19 57	\$19 87	\$20 17

240

	Classification	April 1, 1996	April 1, 1997	April 1, 1998
Plant Services	Operator	\$19.62	\$19.92	\$20.22
	Senior Personnel	\$19.53	\$19.83	\$20.13
	Personnel	\$19.43	\$19.73	\$20.03
Re-Pack	Group Leader	\$19.96	\$20.26	\$20.56
	Senior Personnel	\$19.62	\$19.92	\$20.22
Lam #4	Group Leader	\$19.96	\$20.26	\$20.56
	Operator	\$19.71	\$20.01	\$20.31
	Senior Personnel	\$19.62	\$19.92	\$20.22
Labour Pool	Personnel	\$19.62	\$19.92	\$20.22
Process Engr.	Group Leader	\$19.96	\$20.26	\$20.56
SPC	Group Leader	\$19.96	\$20.26	\$20.56
	SPC Leader	\$19.71	\$20.01	\$20.31
Bonding	Group Leader	\$19.96	\$20.26	\$20.56
	Personnel	\$16.15	\$16.45	\$16.75

NOTE: Starting rate is one dollar (\$1.00) less than listed and applies during the probationary employee's first three calendar months in the classification. Intermediate rate is fifty cents (\$.50) less than listed and applies during the probationary employee's next three calendar months in the classification. After completion of six calendar months, the probationary employee shall receive the base rate for the classification as outlined above.

The training rate in a Group Leader's classification will be the highest rate associated with the classification in the Department concerned (except Group Leader), or retain his current rate whichever is the higher.

SECTION 12

SKILLED TRADES LOCAL

ITEM 1

Pursuant to Article 1 (a) of the Skilled Trades Master Agreement the local skilled trades are as listed below:

- (1) 3rd Class Stationary Engineer
- (2) Machine Repair
- (3) Electrician

In order to retain flexibility in the Machine Repair and Electrician classifications, an employee within these Skilled Trades may be required to perform work not normally within his skilled trade. A Machine Repairman may perform electrical work and an electrician may perform machine repair work as required, provided, however, that the employee so assigned has the requisite skills to perform the work to which he is assigned.

ITEM II

- (a) The employees in each of the skilled trades listed into Item I will form the sharing groups for the purpose of overtime distribution as described in Article II of the Skilled Trades Master Agreement.
- (b) When additional employees are needed in overtime, it is understood that the company will offer the overtime to skilled trade employees not within the skilled trades where the overtime is required, provided that the employee has the requisite skills to perform the work for which overtime is required. It is also understood that the reshuffling of

planned and scheduled teams would not occur because of cancelled overtime by employees.

- (c) Within the Machine Repair group, overtime in the Mould Shop will first be offered in the Mould personnel group, regardless of governing hours and then in the Mechanical personnel group. This same procedure applies for the overtime to be offered in the Mechanical personnel group.
- (d) The mechanics of overtime distribution are listed in Section 9 of the Local Agreement. In addition, all hours offered in regards to emergency work within the Skilled Trades shall be charged. Employees in the Skilled Trades working extended hours to the production work week and coming in early for start-up will be charged for overtime offered for Saturdays and Sundays

ITEM III

If an employee wants to move from his job within his classification, the Company will post once a year on April 1. Such opening to be filled by seniority. If no employee applies, then the most junior employee within that classification will be assigned to such job, except if such employee holds a preferred classification. It is also understood that the employee who displaces the most junior employee does have the requisite skills after a reasonable period of training. An employee will not be eligible to exercise such

privilege before a period of 24 months has expired on his new job within his classification. The Company has also agreed in posting all twelve hour shift jobs December 1st of each year in the Maintenance Department.

ITEM IV
HAWKESBURY WAGES - SKILLED TRADES

The wage rates payable by the Company in each Skilled Trade are listed below:

245

Classification	April 1, 1996	April 1, 1997	April 1, 1998
Electrician	\$23.17	\$23.62	\$24.07
Machine Repair	\$22.98	\$23.88	\$23.62
Stationary Engineer 3rd Class	\$22.98	\$23.43	\$23.88

NOTES:

- (1) The relevant experience of an employee accepted as a supplemental helper within a skilled trade will determine the applicable wage rate according to the following table, and will be subsequently progressed as follows:
 - Less than 1 year's experience
75% of the Journeyman's Base Rate
 - 1 year but less than 3 years experience
80% of the Journeyman's Base Rate
 - 3 years but less than 5 years experience
85% of the Journeyman's Base Rate
 - 5 years but less than 7 years experience
90% of the Journeyman's Base Rate
 - 7 years but less than 8 years experience
95% of the Journeyman's Base Rate
 - 8 years experience
100% of the Journeyman's Base Rate
- (2) A Group Leader will receive his Journeyman's Base Rate plus twenty-five (25) cents per hour.
- (3) It is understood and agreed that these are minimum wage rates and shall not be altered during the term of this Agreement, except and to the extent mutually agreed upon by the Parties hereto.
- (4) The Company will reimburse the cost of the license renewal to the Boilerroom Skilled Trades personnel (annual), Electricians (once every three years), and tradesman holding a maintenance gas fitter license (once every two years), provided the employee provides the paid receipt to the Human Resources Department.

ITEM V: Rate of Pay

The 4th Class Stationary Engineer, while acting as supplemental personnel to the regular Boiler Room work force, will be remunerated at twelve (12) cents per hour less than the base rate of the every three years), and tradesman holding a maintenance gas fitter license (once every two years), provided the employee provides the paid receipt to the Human Resources Department. 3rd Class Stationary Engineer. The Company has agreed to provide the Group Leader rate for the first floater on the alternate shift to include Electrician / Machine Repair / Stationary Engineer, in doing so the first floater shall then be responsible of inputting work orders on the systems, report deficiencies in writing, take care of call-ins and work order distribution during these alternate shifts.

ITEM VI: Special Electrician Premium Rate

The subject of a premium rate of pay was discussed for electricians who have achieved a specific capability and knowledge in certain areas in keeping with technological change.

These areas would include, but not be limited to: PLC capability, robotics capability, N/C capability, electronics and instrumentation knowledge, and overall troubleshooting capability.

Electricians who possess these capabilities will receive the journeyman electrician rate plus a \$0.50 per hour premium in recognition of their talents and contributions.

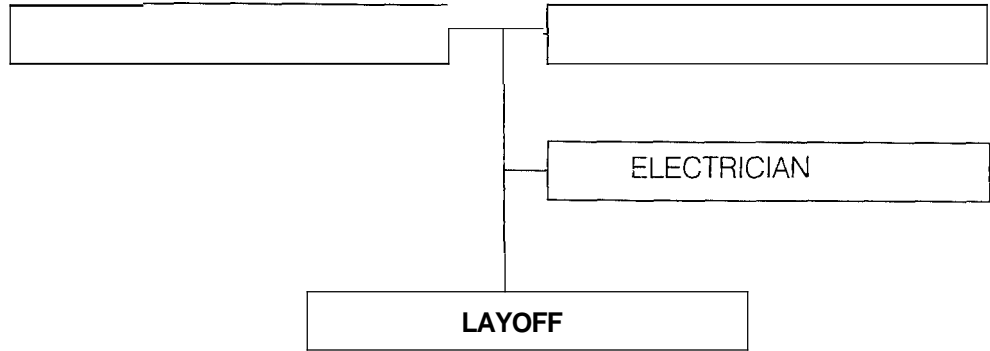
ITEM VII: Vacation for Skilled Trades Employees

The Company will give serious consideration to requests from the Skilled Trades employees to schedule vacation during the plant summer shutdown where granting of such requests will not have an adverse effect on the efficiency and costs of the operation.

ITEM VIII

FLOW CHART FOR LAYOFF AND RECALL PURPOSE

248



LAYOFF

ELECTRICIAN

**SECTION 13
MODIFICATION, RENEWAL, AND
TERMINATION**

This local agreement for the purpose of modification, renewal, and termination is subject to the provisions of Section 43 of the Master Agreement.

Signed at Hawkesbury, Ontario this 1st day of June, 1996.

**FOR THE
COMPANY:**

R.J. Straub
R. Johnson
M. Lussier
A. Nasab

**FOR THE
LOCAL UNION**

G. Seguin
M. Durocher
R. Gauthier
M. Lecompte

FOR THE NATIONAL UNION:

P. Morin

**LETTERS OF UNDERSTANDING
HAWKESBURY PLANT**

(The following letters of understanding which were furnished to the C.A.W. contain undertakings and commitments on the part of the Company for the duration of this Agreement unless changed by mutual agreement. They are not part of the Hawkesbury Local Agreement but have been included in this booklet for information purposes.)

INDEX
LETTERS OF UNDERSTANDING

	Letter	
	No.	Page
Heat Relief	1	251
Quebec Medicare	2	253
Coveralls	3	254
Off-line work	4	255
Supplemental Health Care Coverage for Employees		
Residing in the Province of Quebec	5	256
Selection Procedures of General Labour Employees	6	258
Metatarsal Safety Footwear and Safety Eyewear	7	260
Training Attendee Work Hours	8	263
Length of Special Assignment	9	264
Temporary Transfer	10	266
Plant-wide Inventory	11	268
ShiftRelief	12	269
12-Hour Shifts	13	271

**Letter No. 1
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

Heat Relief

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

During negotiations, the Company agreed to grant heat relief to its hourly-rated employees covered by this Agreement. Requests for heat relief are to be made by the employees to the supervisor concerned and will be granted only when necessary on the basis of sound judgment, common sense and consideration of the existing working conditions in the areas concerned.

Such heat relief will apply to employees working in the Lehr Department, and Laminating Senior Personnel (restricted to Heat Seal area), Cutting 3 Personnel (restricted to BGK offload).

Should circumstance change, the parties will meet to determine if heat relief would apply to other areas during the term of the agreement.

In the event that a dispute arises, the Committeeman will discuss the matter with the Production Superintendent and if the problem remains unresolved, the Plant Manager or his designate and the Plant Chairman or his designate will confer.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

Letter No. 2
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Quebec Medicare

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

During the recent negotiations, the subject of a premium-based Quebec Medicare Plan was discussed.

Should the Province of Quebec revert to such a system, the Company agrees to pay each employee who is a resident of the Province of Quebec, an amount equal to the employee's contributions to the Quebec Medicare Plan arising from his earnings with the Company.

This amount will be calculated and paid each year at the time the employee's T-4 Income Tax Form is prepared.

Yours truly,
PPG **CANADA** INC.

M. Lussier
Director,
Human Resources

Letter No. 3
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Coveralls

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations, discussions took place regarding the provision of coveralls to employees in certain classifications in the plant. The Company will provide a one-piece suit coverall for the paint room personnel.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

Letter No. 4
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Off-line work

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Séguin:

During recent negotiations, discussion took place regarding the assigning of senior employees to off-line work.

For any period less than 30 minutes, the work will be offered to the most senior employee and if refused, the work will be assigned to the Labour Pool

It is the intention of Management to continue the present practice with respect to the assigning of the senior employee in designated classifications, on a continuous basis, where this assignment does not have an adverse effect on productivity.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

**Letter No. 5
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

**Supplemental Health Care
Coverage for Employees
Residing in the
Province of Quebec**

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations, discussions took place regarding Supplemental Health Care coverages for employees residing in the Province of Quebec.

Provided an employee is not making contributions to Quebec Medicare Plan as contained in Letter No. 5, the Company will provide supplemental coverage for eligible employees residing in the Province of Quebec to equate to covered expenses available to respective employees who reside in the Province of Ontario.

Benefits would be provided under such supplemental coverages upon submission of proof satisfactory to the Insurance Carrier that a member received covered services thereunder.

The benefit payment for covered expenses incurred would equal the lesser of (a) the actual charge for such covered services, or (b) the reasonable and customary charge for such covered services, but in no case would exceed the amount provided for such services under the Ontario Health Insurance Act and applicable regulations (as now in effect or as hereafter amended).

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

Letter No. 6
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Selection Procedure of
General Labour Employees

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

The Company will implement the following procedure for selecting employees who will work as General Labour during the summer shutdown:

- (i) The Company will, where possible, post a notice for a period of forty-eight (48) hours, specifying the appropriate number of employees and the dates required;
- (ii) Employees may file applications in the Security Guard Office during this period;
- (iii) Management will select applicants on the basis of their seniority and ability to perform the work.
- (iv) Employees so selected to work as General Labour will be remunerated at the Plant Clean-up rate,

However, if in the opinion of the company, the scheduling of such employee's vacation at a later date would have an adverse effect on the efficiency and costs of operations, Management could decline to grant such request.

Yours truly,
PPG **CANADA** INC

M. Lussier
Director,
Human Resources

Letter No. 7
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Metatarsal Safety Footwear and
Safety Eyewear

April 1, 1996

Mr. G. Séguin, Chairman
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Séguin:

This letter will confirm agreement reached during the negotiations regarding metatarsal safety footwear and safety eyewear protection.

The wearing off metatarsal safety footwear and safety eyewear is compulsory, a condition of employment, and in keeping with Company's Policies.

Metatarsal Safety Footwear

An employee with seniority will be able to purchase one (1) paid per contract year of approved metatarsal safety footwear. The company will pay up to \$100,00 per pair. The Company will also pay the applicable tax on purchases up to these amounts. Effective April 1, 1997 and April 1, 1998, the parties will confer to determine if an adjustment of the above prices, in either direction is required.

A second purchase of safety footwear will be permitted, upon approval, should a situation arise where purchased safety footwear is returned as non-serviceable due to normal wear and tear within the plant. Non-serviceable footwear status must be confirmed by the Human Resources Department. Payment for a second pair will not be made if non-serviceable footwear is the result of abuse or lack of proper care. A second pair payment will be in the amount as outlined above. Should a second pair replacement be made in the last quarter of the contract year, the Company reserves the right to qualify the replacement as the next contract year's purchase.

Safety Eyewear

The Company will provide as required at no cost to a seniority employee, safety glasses or replacement parts on the following basis:

- (i) One pair of "plano" safety glasses per year.
- (ii) One pair of prescription safety glasses or lens every two years, or as prescribed by a certified eye specialist.
- (iii) Damaged or broken safety lenses, frames or temples will be replaced as required, provided however that the employee furnishes the Company with a satisfactory explanation as to the cause of such damage or breakage.

A year for the purpose of this provision is defined as one year from the date of issue or purchase of employee's safety glasses or prescription lens replacement.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

Letter No. 8
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT

Training - Attendee Work Hours

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

For all training provided by the Company, employees scheduled for training will work the hours as per the Shift Schedule of their workweek in accordance to Section 7 of the Local Agreement.

Should an employee leave after a course but prior to his scheduled shift finishing time, it is understood it is on a non-paid basis.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

**Letter No. 9
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

Length of Special Assignments

April 1, 1996

Mr. G. Seguin, Chairman
Duplate Bargaining Unit
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

During recent negotiations, the parties discussed the length of special assignments and have agreed to the following:

Special assignments will be of a maximum duration of 15 calendar months per employee.

At the completion of 12 calendar months within the assignment, the parties will meet to discuss whether this assignment be made a regular position, and that the assigned employee be offered this regular position.

Should the Company determine that this assignment remain temporary, the assigned employee may be offered to continue in this assignment, and upon acceptance, forfeit all recall rights to his classification and become non-classified in the department upon completion of the assignment provided he retains his department as per Section 4 (b) (iii).

Should the employee decline to continue on assignment, beyond the 15 calendar months from the start of the assignment, the Company will select a replacement. The replacement will complete the extended assignment in accordance with the above conditions.

Yours truly,
PPG CANADA INC.

M. Lussier,
Director,
Human Resources

**Letter No. 10
PPG Canada Inc.
Works 80
Hawkesbury Plant**

Temporary Transfer

April 1, 1996

Mr. G. Seguin, Chairman
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Seguin:

The Company and the Union agree to implement a system of Temporary Transfer. This system would apply to cover production employee absences under the following situations:

- Inverse Lay-Off
- Special Assignment
- Workmen's Compensation
- Sickness and Accident
- Union Committeeman
- Replacement (3 year term)

PROCEDURE

Would apply for the following work week schedule. There will be a plant-wide posting every twelve months on April 1st of every year for all departments for employees who wish to apply.

The employee must remain in the temporary transfer position until the next posting or for the

full duration of the temporary transfer. An employee accepting a transfer under Section 4 will be entitled to choose to stay on the temporary transfer or move to his new position, as long as it does not have an adverse effect on the efficiency of the department.

At no time would the temporary transfer supersede the Collective Agreement and/or established departmental practices.

Temporary transferee would participate in off-line work in line of seniority occurring during the work week.

Temporary transferee would qualify for overtime only in the temporary transfer department and/or classification.

Overtime occurring in the employee's permanent department and/or classification; the employee would be considered as being absent and charged accordingly.

No more than one (1) employee holding a preferred classification per department can be transferred at one given time.

This temporary transfer system will not permit multiple moves to occur for one temporary transfer.

Yours truly,
PPG CANADA INC

M. Lussier
Director
Human Resources

**Letter No.11
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

Plant Wide Inventory

April 1, 1996

Mr. G. Séguin, Chairman
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Séguin:

During recent negotiations, discussion took place regarding the staffing for plant wide inventory. The Company and the Union agreed to the following:

The Company will make a plant wide posting for the staffing of the plant wide inventory. The posting information will include the number of employees needed, the date, and the agreed date for determining low hours which will govern to whom the overtime will be offered. Provision under Section 9 will apply for the plant wide inventory.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

**Letter No. 12
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

Shift Relief

April 1, 1996

Mr. G.Séguin, Chairman
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Séguin:

This is to advise you that the Company intends to continue the current practice of Shift Relief as it is currently instituted in the following Department:

Boiler Room
Forming
Laminating - Finishing #1
Cutting - Lehr
Laminating - Finishing #3
Plant Services (Personnel)

1. The Department concerned must be operating on a two (2) or more shift schedule.
2. Employees will be permitted to leave their workplace up to 15 minutes prior to the end of their shift, provided they have been replaced. This constitutes the employee's normal work day.
3. Employees who have not been replaced will be required to remain on the job past the end of their normal shift and will be paid accordingly.
4. Overtime will be offered as per Section 9 of

the Local Agreement provided the employee has not been replaced.

5. An employee, not normally relieved, will be required to work up to the end of such shift as defined in Section 7 of the Local Agreement.

It was understood and agreed that the Company reserves the right of discontinuing such program should there be continued violation of any of the above mentioned conditions.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources

**Letter No. 13
PPG CANADA INC.
WORKS 80
HAWKESBURY PLANT**

12 Hour Shifts

April 1, 1996

Mr. G. Séguin, Chairman
Local 1661, C.A.W.
Hawkesbury, Ontario

Dear Mr. Séguin:

During recent negotiations, the subject of continuous operations seven days a week, twelve (12) hour shift rotation was discussed. The Company and the Union agreed on the following whenever this company chooses to schedule its operations in part or in whole to continuous operations (12 hour shifts)

1. **Hours of work**

The regular hours of work will be:
7:00 PM to 7:00 AM for the night shift
7:00 AM to 7:00 PM for the day shift

The normal scheduled work week for twelve (12) hour shifts will be from 7:00 PM Saturday to the next Saturday 7:00 PM.

2. Rate of Pay

- (i) The hours worked on the twelve (12) hour Shift Schedule will be compensated at the regular rate of pay, and are subject to Section 7, paragraph (a) for overtime premiums.
- (ii) On a four (4)-week period, an employee will be eligible to be paid thirty-six (36) hours at the applicable rate for his three-shift schedule; forty-eight (48) hours at the applicable rate for his four-shift schedule; thirty-six (36) hours at the applicable rate for the second three-shift schedule; and forty (40) hours at the applicable rate plus eight (8) hours at overtime for the second four-shift schedule.

3. Holidays

This section is subject to Section 33 of the Master Collective Agreement.

An employee with seniority who qualifies will receive double time for working a holiday, plus eight (8) hours holiday pay at straight time.

An employee not working on a holiday or if a holiday falls on an employee's vacation period, will receive eight (8) hours pay at his regular rate of pay for such holiday, but will not be entitled to an extra day off.

When on continuous seven days a week twelve hour shift operation, if the Company chooses to shut down operations during a weekend where a holiday occurs (3 day shut down or 4 day shut down) and returns to

twelve hour shifts after the long weekend, employees will receive twelve (12) hours pay at their regular rate of pay for such holiday(s).

4. **Bereavement**

When death occurs in the immediate family (as defined in Section 32 of the Collective Agreement), a seniority employee upon notification to the Company, will be granted two (2) twelve (12)-hour shifts of Bereavement Allowance pay for shifts he is scheduled to work immediately following the date of death provided he attends the funeral. Bereavement Allowance will be paid at the applicable rate.

In the event that the death occurs on the Friday prior to an employee working Saturday, Sunday and Monday, Bereavement Allowance and Leave will be given for the Saturday and Sunday. Upon request, an employee will be granted a leave of absence on the Monday, provided he attends the burial service performed on that day and will be paid for (4) hours at the applicable rate.

In the event that the employee is unable to attend the funeral, he will be granted one twelve (12)-hour shift Compassionate Leave, and will be paid for the shift at the applicable rate.

5. **Jury Duty**

Jury Duty administration will be in accordance with Section 31 of the Collective Agreement.

The employee will be paid twelve (12) hours for each day on which he otherwise would have been scheduled to work for the Company, at the applicable rate.

6. **Sickness and Accident Benefits**

Sickness and Accident benefits entitlement and administration will be in accordance with the Collective Agreement.

Sickness and Accident weekly benefits shall be paid for scheduled days only and accordingly, on the basis of three (3) days in a thirty-six (36) hour week and four (4) days in a forty-eight (48) hour week respectively.

7. An employee entitled to Workers' Compensation will receive such benefits as per the existing procedures.
8. Should there be any conflict between the existing Collective Agreement and this Letter of Agreement on the twelve (12)-hour shift schedule, this Letter of Agreement will prevail.

Yours truly,
PPG CANADA INC.

M. Lussier
Director,
Human Resources