

| | | | |
|-------------------|-----|----|----|
| SOURCE | CO. | | |
| EFF. | 92 | 11 | 23 |
| AGREEMENT | 95 | 11 | 22 |
| No. OF EMPLOYEES | 135 | | |
| NOMBRE D'EMPLOYÉS | 82 | | |



PPG CANADA INC.

Coatings and Resins Group

Clarkson, Ontario

and

**COMMUNICATIONS, ENERGY
AND PAPERWORKERS UNION**

LOCAL 200



Contract Duration:

JAN 20 1994

November 23, 1992 to November 22, 1995

5037564

THIS AGREEMENT is made and entered into this 3rd day of

November 1992 between:

PPG CANADA INC.

Coatings & Resins Group at Clarkson
in the Province of Ontario

Hereinafter referred to as the Employer
or the "Company"

of the first part

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION

Local 200

Hereinafter referred to as the "Union"

of the second part

ARTICLE I -- PURPOSE OF AGREEMENT

Section 1:

The purpose and intent of this agreement is to provide an orderly procedure for collective bargaining, for the prompt and equitable disposition of grievances, and for the maintenance of mutually satisfactory hours of work, wages and working conditions.

Section 2:

in consideration of the obligations assumed by the Company in this Agreement, the Union is fully in accord with the objective of achieving in this plant the highest level of Associate performance, productivity and efficiency consistent with safety, good health and sustained effort in order that the Company may receive a fair day's work for a fair day's pay as provided for in this Agreement. Further, the Union agrees that its agents and its members will not authorize or condone any action which interferes with the attainment of such objective.

ARTICLE II -- RECOGNITION

Section 1:

- (a) The Company recognizes the Union as the sole and exclusive representative and bargaining agent for the Company's associates, as defined in subsection (b) hereof, for the purpose of collective bargaining in respect of wages, hours and other working conditions.
- (b) For the purpose of this agreement, the term "Associate" shall not include the non-working Facilitators; persons above the rank of non working Facilitator; Laboratory Technicians; Sales and Office Staff; and general office cleaning staff.

Section 2:

The company recognizes and will not interfere with the right of its Associate to become members of the Union and agrees that there shall be no discrimination, interference, restraint or coercion by the Company or any of its agents against any Associate because of membership or activity of the Union, or against any Associates who may represent other Associates in the discharge of their duties as members of a Union Committee.

Section 3:

The Union recognizes that no Associate is required to join the Union or maintain membership therein and agrees that neither the Union nor any of its members will interfere with, intimidate, abuse or coerce any worker in the Company's plants whether such worker is a member of the Union or not.

Section 4:

No Facilitator or other supervisory Associate (except Facilitator of the Maintenance Department), or Associate not covered by this Agreement shall perform duties of Associates covered by this agreement, except:

- (a) in emergencies
- (b) in connection with the instruction of an Associate
- (c) in the interest of avoiding an accident
- (d) in connection with the experimental program
- (e) tinting Facilitator

in both (d) and (e) an hourly rated Associate must be present at all times. The "Tint" addition under (e) must not exceed more than a quart of paste at one time.

It is agreed, however, that the Facilitator of the Maintenance Department shall not normally do work which other Maintenance Department personnel are capable of doing.

ARTICLE III -- REPRESENTATION

Section 1:

The Bargaining Committee shall not exceed three (3) members. A representative of the Communications, Energy and Paperworkers Union shall be permitted to assist the Committee in all negotiations. The Company agrees to pay Associates, who are members of the Bargaining Committee, straight time for those hours spent meeting with management during which they would normally have been working. These payments would continue up to Conciliation. If there are more than two (2) members of the Bargaining Committee from the same department, bargaining may have to be done outside regular working hours.

Section 2:

The Company agrees to recognize not more than ten (10) Shop Stewards, one from each of the following departments, and who would not necessarily be members of the Bargaining Committee:

- (1) Shipping
- (2) Receiving
- (3) Batch Processing
- (4) Stripping & Polishing
- (5) Pre-Assembly
- (6) Filing
- (7) Maintenance
- (8) Mills
- (9) Lye Room
- (10) Envirobase

The Shop Stewards shall be allowed time off from their work, with no loss of pay, for the purpose of investigating or handling grievances arising in this plant, providing the Associates first obtain permission from their Facilitator; such permission will not be unduly withheld. The Associates shall record on their time cards the time of leaving and returning to their jobs. The Union shall notify the Company in writing of the names of the Stewards. If it is necessary to appoint a temporary Steward to cover the afternoon or night shift, this notification to the Company need not be in writing.

Section 3:

The Grievance Committee will consist of three members as follows:

- (1) A Department Steward
 - (2) The Chairperson of the Bargaining Committee
 - (3) One member of the Bargaining Committee
- A full time or National Officer of the Union may attend the meeting if requested.

Section 4:

It is understood that either a Steward or Union official, but not both from a Department, shall, after receiving permission from the Facilitator, be permitted, during working hours, without loss of pay, to leave the regular duties for a reasonable length of time in order to investigate and settle grievances in the group the Steward represents. The Associates shall record on the labour distribution sheet the time of leaving and returning to the job. Permission is not to be unduly withheld.

Section 5:

Members of the Union, not exceeding three in number, shall be granted reasonable leave of absence without pay for the transaction of Union business upon receipt of one week's advance notice, when absence will be of more than one day's duration, and providing there is not more than one Associate from any department from each shift.

Section 6:

No hourly rated Associate may be a member of the Bargaining Committee with less than one year's seniority or a Shop Steward with less than six month's seniority.

Section 7:

The President of the Local Union shall be allowed, upon request, to work day shifts only, providing it does not interfere with the operation of the Plant and if the President's classification consists of at least three or more hourly rated Associates. The Company must be given thirty (30) days notice of such a request to work day shifts or to revert to normal shift. If the President declines this option, then the Chief Steward shall be given the same option.

ARTICLE IV -- UNION SECURITY

Section 1:

During the lifetime of this Agreement, the Company agrees to deduct from the pay of each Associate covered by this Agreement, who at the date of execution of this Agreement is a member of the Union, or who later becomes a member of the Union, and from the pay of every person not now an Associate of the Company but who becomes an Associate during the lifetime of this Agreement, the regular union dues uniformly assessed in accordance with the constitution and by-laws of the Union. Such deductions will be made weekly. The Company shall submit all such deductions for each monthly period, in accordance with their closing date for each month, to the Financial Secretary of the Local Union no later than the 15th day of the following calendar month.

The Company shall submit to the Union, monthly, a list of those Associates from whom union dues have been deducted. Dues will not be deducted for any week during which the Associate is not entitled to a minimum of three days' pay. Full time Associates shall pay union dues after completion of the initial probationary period. Students hired by the Company for a limited period shall pay dues, commencing at the start of their employment, for every week during which they are entitled to a minimum of three days' pay.

ARTICLE V -- MANAGEMENT

Section 1:

Except as otherwise provided in this Agreement, the management of the plant and the direction of the working force remains an exclusive management function. This right of management includes such functions as: the right to plan, schedule, direct and control operations; to study or introduce new or improved production methods or facilities; to maintain or establish new or improved rules and regulations covering the operation of the plant; to hire, promote, demote, assign and transfer Associates; to classify Associates and to lay off, suspend, discharge, discipline or otherwise relieve Associates from duty. In no case shall the exercise of the above prerogatives of management be in derogation of any of the terms and conditions of this Agreement.

Section 2:

The Company agrees that where it becomes necessary to discharge or suspend an Associate, that Associate shall, at the time of the suspension or discharge, be given the reason therefore in writing, and be informed that unless a complaint is filed in writing with the Company within forty-eight (48) hours (exclusive of Saturdays, Sundays and holidays) after such suspension or discharge, the particular case will be considered closed. A Union representative shall be present when an Associate is disciplined, suspended or discharged. If, after a requested investigation, the Company determines that the Associate was improperly suspended or discharged, the Company will reinstate said Associate with full compensation at the regular rate for the time lost unjustly, up to and including the time reinstatement was offered. An Associate who is offered reinstatement with back pay must notify the Company of acceptance within two full working days, and must report for work within five full working days.

Section 3:

The Company shall deal promptly with all matters of discipline. All records of disciplinary action taken by the Company shall not be referred to after twelve months.

Section 4:

The Company shall provide the Union with copies of notices of layoffs, recalls, and temporary and full-time job postings.

ARTICLE VI -- WAGES

Section 1:

Wage Rates and Classifications

The wage rates and job classifications shall be as set forth in Schedule "A" in this Agreement and shall be effective from November 9, 1992 to November 22, 1995.

Section 2:

On a three shift operation basis, a premium of 65 cents per hour (70 cents effective November 22, 1993 and 75 cents effective November 21, 1994) will be paid for such work actually performed on the second shift and a premium of 70 cents per hour (75 cents effective November 22, 1993 and 80 cents effective November 21, 1994) for such work actually performed on the third shift, in addition to the straight time rate of all jobs regularly scheduled on a rotating basis or a fixed second or third shift.

Section 3:

It is recognized that changing conditions may from time to time require the adjustment or modification of existing wage rates or the installation of a new wage rate not in effect on the plant's wage scale as of the date of this Agreement. This may be due to new manufacturing processes, new products, new units, new occupations, etc. In such cases, management will develop an appropriate wage rate.

Section 4:

The wage rate developed by the Company will be discussed with the Union Committee representing the Associates affected, and a sincere effort shall be made to arrive at a mutual agreement on such rate. If such agreement is not reached, the rate proposed by the Company shall be put into effect.

Section 5:

During a trial period, not to exceed thirty (30) days of work, the Union may file a complaint alleging an inequity with respect to such wage rate. If a complaint is not filed within such thirty (30) day period, the rate shall be considered satisfactory and shall remain unchanged for the life of this Agreement.

Section 6:

If a complaint filed under Section 5 of this Article is processed through the settlement of complaint procedure, and is ultimately appealed to arbitration, the arbitrator's decision shall be governed by the principle that a new or adjusted wage shall bear a fair relationship to the rate of other jobs in the plant. The decision shall be effective as of the date when the Associate was assigned to the new or adjusted wage rate.

Section 7:

Associates required to work on lower rated jobs will receive their own regular rate of pay for five (5) working days. This provision will not apply if an Associate successfully bids for a lower rated job. If required to work on higher rated jobs, Associates will receive the higher rate. However, when their regular work is not available, Associates may go home or may accept work on jobs other than their own, for which they will receive the rate of pay for the work to which they are assigned.

Section 8:

When Associates are required to work one hour or more beyond their regular quitting time, they shall receive a meal allowance of \$4.50 unless they were advised the previous day. Such meal allowance is to be paid at the time the overtime period begins.

Section 9:

An Associate, other than a Leader, who is selected by management to train another Associate for a period of time in excess of two (2) hours, will be paid 15 cents more than the regular hourly rate for the time actually spent training another Associate.

ARTICLE VII -- HOURS OF WORK

Section 1:

The provisions of this Article shall provide for the hours of work and shall not be construed as a guarantee of any specified hours to work per day or week, or of work per week, or as limiting the right of the Company to request any Associate to work any specified number of hours either per day or per week.

Section 2:

The normal daily hours of work shall be eight (8) hours per day and forty (40) hours per week. It is understood that the normal day in accordance with the present custom shall be:

| | | | |
|-----------------|------------|----|-------------------|
| Day Shift | 7:00 a.m. | -- | 3:30 p.m. |
| Afternoon Shift | 3:00 p.m. | -- | 11:30 p.m. |
| Night Shift | 11:00 p.m. | -- | 7:30 a.m. |

A thirty (30) minute lunch period shall be provided for each shift.

Pay for the period from 11:00 p.m to 12:00 Midnight Sunday night shall be at the Associate's regular straight time basic hourly rate.

Any deviation from an Associate's scheduled shift must be approved by the Facilitator.

Section 2 (a):

In the case of the Stripping & Polishing Operator and the Mill Operator, when working a continuous schedule (four crews covering twenty or twenty-one shifts of work per week), their normal days of work shall be in accordance with the posted work schedule in effect at the beginning of the work week. It is understood the specific continuous shift schedule will be reviewed with the Union at least thirty (30) days prior to implementation. Every effort will be made to take into account the desires of the Associates who will be working the continuous shift schedule,

Section 3:

A rest period of ten (10) minutes in each half shift will be provided.

Section 4:

it may become necessary to establish regular and continuing work schedules which do not conform with the above; however, every effort will be made to keep this to a minimum.

In circumstances where the Company finds it is necessary to cut back its production, before resorting to a reduction in hours of work, the Company agrees that it will reduce the work staff by 25%.

Should additional reduction become necessary, the Company shall have the option of laying off additional Associates or reducing the hours of work of the remaining Associates, subject to a maximum reduction to 32 hours per week. Should subsequent reductions be necessary, the Company will lay off additional Associates in accordance with their seniority standing.

The introduction of such new work schedule shall be discussed with the Union as far in advance as it is practical.

Section 5:

Associates in the Slurry Room, and those working in Batch preassembly, shall be permitted twenty (20) minutes at the end of their regular shift to wash up. All other Associates will be permitted five (5) minutes at the end of their regular shift for wash up.

All Associates will be permitted a five (5) minute wash up period prior to lunch period.

No deviation from the above procedures are allowable without prior consent of the Associates Facilitator for each deviation.

Section 6:

When Associates are requested to work mid-nights which are not their regular scheduled shifts, they will be paid a two (2) hour bonus each time they are requested to change shifts to mid-nights. This applies to mid-week changes.

ARTICLE VIII -- OVERTIME

Section 1:

The provisions of this Article are intended only to provide the basis for the calculations of, and payment for overtime, and shall not be construed as a guarantee that there will be any overtime per day or week.

Section 2:

Associates available for work shall work overtime if and when required, unless unable to do so because of health or personal commitments. Overtime shall be paid for hours worked in **excess** of the Associate's normal day or normal week as defined in Article VII.

Section 3:

(a) Time and One-Half Pay

Working **hours** for which Associates shall receive time and one-half are as follows:

1. For the first three (3) hours outside the Associate's regular working hours in any one day.
2. For the first three (3) hours of work performed on a Saturday.

(b) Double Time Pay

Working **hours** for which Associates will receive double time pay are as follows:

1. For hours in **excess** of three (3) hours outside the Associate's regular working hours in any one day.
2. For all hours in **excess** of three (3) hours of work performed on a Saturday.
3. For all hours on Sunday.
4. Statutory Holidays.

(c) Overtime rates will not apply to En ineer-Maintenance Personnel working on jobs regularly ~~schedule~~8 for Saturdays or Sundays. If regular Saturday and Sunday work is instituted, the Company agrees to discuss it with the Union as per Article VI, Section 3, 4, 5 and 6.

(d) The time and a half and double time rates shall not be applicable to Associates **working** a continuous schedule. Associates working a continuous schedule will receive the following:

1. A premium **payment** of **fifty** (50) cents for each hour actually worked **on Saturday and Sunday**, with the premium being **paid** as a supplemental payment in a manner similar to **Shift Differential**.
2. Time and a half for the first three (3) hours actually worked on overtime, and **double time** for **each** continuous hour worked thereafter, on the Associate's scheduled work day and on the Associate's first scheduled day off.
3. Double time for all hours actually worked on an Associate's second or subsequent scheduled day off.

Section 4:

Daily and weekly overtime will not both be paid for the same hours of **work**. This means that any hours worked beyond eight (8) hours a day, for which **overtime** is paid, will not be counted at the end of the week in computing total hours worked in the week. Premiums or penalty payments will under no circumstances be duplicated for the same hours of work.

Section 5:

The Company will endeavour to divide overtime equitably among the group of Associates **regularly assigned** to that work which requires overtime. The **Shop Steward** in each department shall be responsible for a record of hours charged to each hourly rated Associate in that department. The Shop Steward will ask the Associates, required by the Facilitator to work overtime, according to this record of department overtime. This overtime record shall be compared with that of the Facilitator's record.

Associates in a department as a result of the **job posting** procedure will assume the average upon entering **the department** and can work only in their new department, other than **through** the plant master list.

Associates agreeing to work scheduled overtime and failing to report will be charged **two** (2) times the scheduled time missed.

When a situation requires more overtime than can be **adequately** handled by the regular Associates readily available in the affected department, additional workers will be obtained through the following sequence of steps:

- (a) Associates on temporary posting or transfer in affected department and shift.

- (b) Probationary Associates in the affected department and shift.
- (c) Regular Associates from the same shift in other departments who, as a result of previous work experience in the affected department, are qualified to handle the job required.
- (d) Students from same department and shift.
- (e) Students from same shift in other departments.

Section 6:

Any Associates who are called back to work not continuous with their regular working hours either before or after, shall receive pay at the overtime rate applicable for the actual time worked, or shall receive not less than three (3) hours pay at their regular rate, whichever is the greater.

Section 7:

When the Associates are requested to work overtime at the end of their shift, they shall be permitted a ten minute break during the last ten minutes of their regular scheduled shift. Subsequent breaks may be taken in accordance with the break periods of the next shift. When Associates are requested to work up to three hours overtime prior to their regular scheduled shift, their breaks may be taken in accordance with the break periods of the preceding shift. They shall be permitted a ten minute break during the last ten minutes of the overtime period.

Section 8:

At no time shall there be fewer than two (2) Associates assigned to work in a particular production area. The specific intent is to ensure the safety of Associates. Production areas do not include Maintenance or those areas where Shipping or Receiving activities are carried out unless an unsafe condition exists. Associates in production areas must be within sight of one another.

Section 9:

Operators in the Stripping/Polishing Plant shall not leave their jobs at the end of their shifts until properly relieved. When a shift spot vacancy (defined as a vacancy which was not known twenty-four (24) hours in advance) occurs in the S/P Plant, and the management determines it is necessary to fill the vacancy by overtime, the sequence for filling the first four (4) hours shall be:

- (a) Offer the overtime to the off-going Associates in the classification.

- (b) Call in an Associate from **the** next shift.
- (c) If **the** vacancy is not filled by the above sequence, and no qualified **off-going** Associate volunteers to work such hours, then the **qualified** Associate with the least plant seniority will be required to fill it.

The sequence for filling the last four (4) hours shall be:

- (a) Call in an on-coming Associate in the classification.
- (b) Continue with the Associate who worked the first four hours.

Section 10:

Notification of weekend overtime will be given to the appropriate Union Stewards by the end of their **respective Thursday** shifts. If such notice is not given in accordance with the above commitment, Associates who **work Saturday** and/or Sunday shall receive a **two (2)** hour bonus at straight time for each day actually worked.

ARTICLE IX -- REPORTING TIME

Section 1:

Any Associates who are required to **report** to work at a regular scheduled time shall receive a minimum of **four (4)** hours' pay at their regular rate, but at the option of **the** Company, shall perform four (4) hours of such available work as the Company may assign, and if they refuse to **do so**, shall not be entitled to the **Your (4)** hours' pay. The provisions of this section shall not apply if any situation beyond the Company's control prevents or interferes with work being assigned.

ARTICLE X -- INSURANCE

Section 1:

In view of earlier agreements wherein insurance benefits were given in lieu of rate increases, the Company has agreed to continue to pay for the **package insurance plan** for Associates and dependents for the term of this contract with **the Company** retain the right to place the coverage with the carrier of its **choice** provide that the level of benefits and service are the same. The Union shall be provided with a copy of the contracts with the insurance carriers.

- (a)
 1. Ontario Health Insurance Plan.
 2. Blue Cross Supplementary Plan (Semi-Ward Coverage) effective the first day of the month following date of employment.

- (b) Blue Cross Extended Health Care -- effective first of the month following date of expiration of probationary period. Company to handle deductible portion as required.
- (c) **Weekly Indemnity** -- 66 2/3% of Basic Wage, to a maximum of \$550.00 per week for first 26 weeks.
 Payment first day of accident.
 Payment first day for hospitalization.
 Payment fourth day for illness.
 Non-related illness after one day at work.
 Related illness after 14 days at work.
 Effective first day of the month following date of expiration of probationary period.
- (d) Life Insurance for an amount of \$26,000 effective November 23, 1992 for those Associates actively at work on this date, otherwise it is effective upon their return to active employment.
 Life insurance for an amount of \$28,000 effective November 1, 1993.
 Life Insurance for an amount of \$30,000 effective November 1, 1994.

 Coverage is effective after three months employment with the Company.
- (e) In the event of a lay-off, the affected Associate's fringe benefits payments will be suspended for the term of the lay-off, except for the benefits described in Section 1 (a), (b), (d) and (g), which will be continued until the end of the sixth month following the month in which the lay-off occurs.

 At the end of the sixth month the Associate may continue the identified fringe benefits coverage by paying the full monthly premiums for each of the benefits. Payment is to be made on a monthly basis and may be continued until the end of the Associate's recall rights.
- (f) The Company will provide Green Shield Dental Plan plus 3, or a plan providing equivalent benefits and service, effective the first day of the month following date of expiration of the probationary period, as per the current Ontario Dental Association Schedule of fees, or as they may be revised during the term of this Agreement.

- (g) Accidental Death and Dismemberment for an amount of \$26,000 effective November 23, 1992 for those Associates actively at work on this date, otherwise it is effective upon their return to active employment.

Accidental Death and Dismemberment for an amount of \$28,000 effective November 1, 1993.

Accidental Death and Dismemberment for an amount of \$30,000 effective November 1, 1994.

Coverage is effective after three months employment with the Company.

- (h) An Associate with less than 5 years seniority, who goes off work due to illness or injury, will have the insurance benefits listed under (a), (b), (d) and (f) of this Section 1 continued at no cost to the Associate for a maximum period of 6 months. An Associate with 5 or more years seniority, who goes off work due to illness or injury, will have the insurance benefits listed under (a), (b), (d) and (f) of this Section 1 continued indefinitely at no cost to the Associate.

The insurance benefits in either case are subject to termination under the earlier of the following conditions:

1. The Associate's employment status is terminated under the then existent Labour Agreement for reasons other than illness or injury.
 2. The Associate accepts gainful employment.
 3. It is medically determined there is a job in the plant the Associate could perform and could hold by virtue of seniority.
 4. The earlier of the Associate's 65th birthday, early retirement or death.
- (i) An Associate with 5 years of service or more at the time a disability commences will be covered under a Long Term Disability Plan, a specimen of which has been presented to the Union.

The LTD premiums will be paid by the Company.

The LTD Plan will include the following:

1. Coverage shall be for disabilities commencing on or after June 1, 1979.

2. Benefits to commence after 26 weeks of total disability.
3. Amount: 66 2/3% of base pay rate as determined under the weekly indemnity benefits rate, subject to a maximum set out in "Note A" below after integration with amounts entitled under the W.C.B. or C.P.P. Adjustments to be made on initial payment only. Benefits under this sub-paragraph (i) are subject to the termination provision of sub-paragraph (h) above.

Note A: Effective December 1, 1992 maximum \$1,350
Effective December 1, 1993 maximum \$1,425
Effective December 1, 1994 maximum \$1,500

- (j) Blue Cross Fully-Pooled Deluxe Travel Plan for out of country coverage for emergencies, accidents and illnesses will be provided to each active Associate at no premium cost. (Effective January 1, 1993)

Section 2:

In the event of early retirement, the Associate's fringe benefit payments will terminate, except for the benefits described in Article X, Section 1 (a) and (b), which will be continued until age 65.

For Associates who retire at age 65, or for retired Associates upon attaining age 65, the Associate's fringe benefit payments will terminate except for the benefits described in Article X, Section 1 (a)2, (b).

Associates who retire on or after December 1, 1989 will be provided with a death benefit of \$3,500 at no cost to the retired Associate. Associates who retire on or after January 1, 1993 will be provided with a death benefit of \$4,500 at no cost to the retired Associate.

Section 3:

Effective June 1, 1980, the Company will provide a non-contributory Pension Plan. The terms and conditions of that Plan are set forth in the Plan Document.

Section 4:

Associates holding the classification of Class A Truck Driver will be reimbursed for the cost of their Class A license renewals. Class A Truck Drivers may use the on-site medical centre at the Clarkson plant for the purpose of the medical exam required by the Ministry of Transportation.

ARTICLE XI – VACATION

Section 1:

The **Company** will comply with the provisions of Hours of Work and Vacations with Pay Act and reserves the right to either shut down the plant for one week's holiday or stagger the holidays of the Associates between May 1st and November 1st in the calendar year. Associates may request to use vacation entitlement outside the normal period of May 1st to November 1st.

Section 2:

In order for Associates to be eligible for two (2) or more weeks of vacation pay during any calendar year as described in Section 3, they must have worked a minimum of 1000 hours in the previous calendar year.

New Associates hired between January 1 and June 30 in a calendar year will be eligible for one (1) week of vacation during that same calendar year provided they have completed four (4) months of service. Such Associates will be eligible for two (2) weeks vacation in the subsequent calendar year providing they have worked 1000 hours since their last date of hire.

New Associates hired between July 1 and December 31 will not be eligible for any vacation that same calendar year. They will be eligible for two (2) weeks vacation in the following calendar year provided they have worked 1000 hours.

Section 3:

The length of vacation shall be two weeks for Associates with over one year's continuous service, three weeks for Associates with five or more continuous years, four weeks for Associates with ten or more years of continuous service, and five weeks for Associates with twenty or more years of continuous service.

Section 4:

Vacation pay for all Associates shall be computed on the basis of payment at the Associate's regular rate of pay as of June 30th, or 2% of the previous 12 months' earnings for each week of vacation, whichever is the greater. Vacation credits shall be based on the Associate's seniority in the calendar year. However, for Associates who cease to be employed by the Company prior to the anniversary date of their seniority, and who have already received their vacation during that year, the difference in monetary value of the vacation time received and the vacation time earned at termination will be deducted from their final pay cheques.

Section 5:

The following rules will apply to the granting of vacation:

- (a) Vacations earned in excess of four weeks may not be taken in one continuous period.
- (b) The Company agrees to allow a minimum of six Associates from Batch Processing, three from Pre-Assembly and two from Maintenance Departments. In the event the number of Pre-Assemblers falls below twelve, the Company will allow a minimum of two Pre-Assemblers. In the event the number of Batch Processors falls below sixteen, the Company will allow a minimum of four Batch Processors.
- (c) There can be up to six Associates from each of Filling and Mill Department.
- (d) In the case of death, vacation pay owing to the deceased Associate will be paid to the heirs of the Associate.

ARTICLE XII -- STATUTORY HOLIDAYS

Section 1:

The following eleven (11) holidays are recognized under this Agreement:

| DESIGNATED HOLIDAYS | DATE HOLIDAY OBSERVED |
|--------------------------|-----------------------|
| 1st Year | |
| Boxing Day | December 24, 1992 |
| Christmas Day | December 25, 1992 |
| Floater Holiday | December 30, 1992 |
| Day after New Year's Day | December 31, 1992 |
| New Year's Day | January 1, 1993 |
| Good Friday | April 9, 1993 |
| Victoria Day | May 24, 1993 |
| Canada Day | July 2, 1993 |
| Civic Holiday | August 2, 1993 |
| Labour Day | September 6, 1993 |
| Thanksgiving Day | October 11, 1993 |
| 2nd Year | |
| Christmas Day | December 27, 1993 |
| Boxing Day | December 28, 1993 |
| Floater Holiday | December 29, 1993 |
| New Year's Day | December 30, 1993 |
| Day after New Year's Day | December 31, 1993 |
| Good Friday | April 8, 1994 |
| Victoria Day | May 23, 1994 |
| Canada Day | July 1, 1994 |
| Civic Holiday | August 1, 1994 |
| Labour Day | September 5, 1994 |
| Thanksgiving Day | October 10, 1994 |

3rd Year

| | |
|--------------------------|-------------------|
| Christmas Day | December 26, 1994 |
| Boxing Day | December 27, 1994 |
| Floater Holiday | December 28, 1994 |
| New Year's Day | December 29, 1994 |
| Day after New Year's Day | December 30, 1994 |
| Good Friday | April 7, 1995 |
| Victoria Day | May 22, 1995 |
| Canada Day | June 30, 1995 |
| Civic Holiday | August 7, 1995 |
| Labour Day | September 4, 1995 |
| Thanksgiving Day | October 9, 1995 |

Section 2:

All regular full time Associates shall be paid eight hours Statutory Holiday pay for each holiday set forth in Section 1 above, at the regular straight time base hourly rate, **although no work** is performed, provided that such Associates work the **last scheduled** work day prior to and the next scheduled work day after the holiday, and provided further there shall be no deduction if absence on the regular working day before or after such holiday is due to the expressed permission of the employer.

Section 3:

Any of the Associates who work on any of the holidays specified in Section 1, will, in addition to the payment provided for in Section 2, receive pay at the rate of double their regular rate for all such hours as may be worked on such a holiday.

Section 4:

Associates on leave of absence shall not be eligible for Statutory Holiday pay when the holiday falls during the leave of absence period except for leave granted during the Christmas-New Year period.

ARTICLE XIII -- SENIORITY

Section 1:

The seniority of an Associate shall be determined by the length of service, computed in years, months and days, from the most recent date of hire coming within the scope of the Bargaining Unit.

Section 2:

New Associates, and former Associates re-hired following their **loss** of seniority, will be regarded as probationary Associates for the first sixty (60) working days of employment and will not receive seniority credit during such **period**. During such period of probationary employment, **probationary Associates** may be laid off or discharged. After Associates **have completed** their **probationary** period of employment, they shall receive seniority credit back to the date of their most recent original hire. The **probationary period** may not be extended beyond the actual 60 working days for each probationary Associate.

Section 3:

The Company shall post a seniority list and shall revise it from time to time **as** may be necessary to keep it up to date. The Union shall receive eight copies each **time**.

Section 4:

- (a) In all **cases** of promotion, demotion or in the transfer of Associates, seniority shall be the governing factor, it being understood, of course, that the Associate must have the ability to perform the new job in accordance with **Management's** judgement, subject to the grievance procedure and **Section 4(d)**.

In the event of lay-off from the plant, Associates shall be laid off in the reverse order of their bargaining unit seniority. This will not include Associates in the classifications of Tradesperson and Maintenance A, but they will not be permitted to do any work outside their classification while the provisions of this paragraph are in effect.

Associates will be recalled to work in order of their **bargaining** unit seniority, that is, the senior laid off Associate with **recall** rights will be recalled first, provided the Associate has the ability to perform the job.

- (b) All vacancies in respect of existing or new positions, except in cases of **temporary transfer**, shall be posted on the bulletin boards for three (3) **working days**, and Associates may bid for such **position** during that **period**. Associates absent from work due to **Weekly Indemnity, W.C.B.** or **L.T.D.** would only be awarded job **postings** provided they are scheduled to **return** to work within ten (10) working days from the date the **posting** is removed. It is the **ssociate's** responsibility to apply for the job posted within the designated posting period.

- (c) In the event a posted position is not filled by the posting procedures, the Company may fill the vacancy by:
1. appointing a probationary Associate; or,
 2. hiring a new Associate; or,
 3. appointing the least senior Associate within the bargaining unit.
- (d) Temporary transfers shall not exceed thirty calendar days, unless otherwise mutually agreed upon. Management shall choose the worker to be transferred. However, the Associate selected shall have the right to refuse such transfer, providing there is an Associate available in the classification with less seniority.
- (e) When the Company anticipates a temporary production or workforce condition to last more than 30 calendar days, and a maximum of three months, a Temporary Job Posting shall be made. Section 4(a), (b) and (f) of Article XIII will apply. These Temporary Job Postings will be discussed in advance with the Union. The Posting will indicate expected duration, significant qualifications, and any vacation restrictions. Any extension of the temporary Posting beyond the original published expiry date shall be by mutual agreement. If the Company, at the conclusion of the term of the Temporary Posting, decides the job shall become permanent, it shall be reposted as a permanent vacancy in accordance with Section 4(b). An Associate on a Temporary Posting shall receive the rate of that job for the duration of actual employment in that category.

It is understood that occupants of the classifications of S/P Plant Operator, Tradesperson and Maintenance A shall have the right to bid on temporary job postings. However, they will be by-passed where the awarding would result in operational inefficiency.

- (f) An Associate shall retain seniority in the former classification during the term of any temporary transfer or posting.
- (g) Students, hired by the Company to work during the periods of regular Associate vacations, may be assigned by the Company to work in any department. They may also be transferred by the Company to other departments, due to vacations or illness, as required to maintain a satisfactory level of production throughout the factory. Students will not be permitted to bid on any job postings. The Company agrees that hiring of such students shall be limited to the period of April 1 to October 1.

- (h) Associates will not be permitted to disqualify themselves following the removal of a job posting. In the event an Associate is unable to perform the duties of a new job within a reasonable period of time after being transferred to the new position, such Associate may be disqualified by the Company and returned to the former position.
- (i) An Associate is only permitted to apply for permanent job postings once every three (3) months, and only twice in any calendar year, if such Associate is the successful candidate. There will be no limit when applying for temporary postings.
- (j) Probationary Associates shall not be permitted to participate in the job posting procedure until they have successfully completed their probationary period.

Section 5:

An Associate who is promoted into a supervisory position, and subsequently returned within one year to the department, shall return with plant seniority accumulated at the time of return.

Section 6:

An Associate who accepts a full-time position with the Union may return to the former department and be credited with:

- (a) plant seniority accumulated as of the date of acceptance of the Union position, and
- (b) seniority accumulated while on the full-time Union position, but not to exceed one year.

Section 7:

Loss of Seniority

An Associate will automatically lose all seniority and cease to be an Associate of the Company for any of the following reasons:

- (a) If the Associate quits.
- (b) If the Associate is discharged for proper cause.
- (c) If the Associate exceeds a granted leave of absence without the Company's previous consent in writing, or without justifiable cause, as determined by the Company.
- (d) If the Associate accepts gainful employment while on a granted leave of absence, except as provided in Section 6 of this Article.

- (e) If the Associate is on a continuous layoff for more than ~~two~~ (2) ~~years~~.
- (f) ~~If the Associate~~ is recalled to work ~~following a~~ layoff and fails to report to work within 5 days, or fails, ~~within the 5 days~~, to give Management satisfactory reasons for not reporting to work. Associates must notify the ~~employment~~ office at ~~the~~ plant of any change of address, at ~~which~~ time they will receive a receipt from the company that such notice has been given. The Company will ~~only~~ be responsible for locating Associates by letter, mailed to ~~the~~ address shown on the employment records.
- (g) If for any reason the Associate is absent from work for ~~two~~ consecutive working ~~days~~ ~~without notifying~~ the Company, unless absent for a ~~good cause excusable~~ by management.
- (h) If the Associate suffers Injury or illness due to secondary employment for wages, other than for PPG Canada Inc., Clarkson Works, and makes claim for benefits through the PPG paid Weekly Indemnity, or represents such injury or illness to have ~~occurred~~ due to PPG Clarkson Works employment.

Section 8:

in the event of impending lay-off, the Company will give a minimum of five (5) days written notice to affected Associates whenever possible.

ARTICLE XIV -- LEAVE OF ABSENCE

Section 1:

Associates, for a reasonable cause, may be ~~granted~~ leave of absence without pay, but without loss of seniority. ~~All~~ requests for leave of absence shall be in writing and shall state the reason for the request.

Section 2:

No leave shall ~~be~~ granted for a period in excess of three months. However, Associates granted leave for three months may apply for extension, if the application is filed ten days before the expiration of the three month period, and consideration will be given to ~~their~~ request. Article XIII, Section 6, shall apply for Union business.

Section 3:

Accumulated leaves shall in no instance exceed a period of one year in duration.

Section 4:

Leaves of absence may not be granted where doing so would interfere with production.

ARTICLE XV -- SAFETY

Section 1:

The Company will continue to make reasonable provision for the safety and health of Associates at work, and the Union will encourage Associates to observe the Company's rules regarding health and safety.

The Company shall provide health and safety training and education to each Associate to enable them to work with a minimum of risk at their own job, or any job to which they may be subsequently assigned. As technological changes are introduced which require alternative safety measures, appropriate training and education shall be provided to all Associates affected by the change. The training and education shall include both an initial orientation and an ongoing program to remind Associates and deepen their awareness of health and safety issues.

The Health & Safety training program shall include recognition and reporting of hazards, emergency procedures to be followed in the event of an accident, and the rights and responsibilities of the Associates and the employer as provided in the Occupational Health and Safety Act.

Associates, who are members of the Health and Safety Committee, shall be entitled to a minimum of one paid leave per year to attend a health and safety training session approved by the Committee.

Section 2:

Whenever the Company recommends to Associates, for their protection, the use of safety equipment which it does not supply free of charge, it will make such equipment available to the Associate at cost, excepting safety shoes and boots. An Associate will be provided a safety shoe allowance limited to \$140.00 in each calendar year. If an Associate leaves the Company within twelve (12) months of hiring, these will be chargeable to the Associate at full cost. It is mandatory that safety shoes be worn during working hours.

Section 3:

The Company will supply, free of cost, hooded winter jackets, according to departmental requirements.

Section 4:

The Company will arrange free chest x-ray examinations and pulmonary function tests as offered by the Ontario Department of Labour -- Industrial Health Division.

Section 5:

The Company shall supply and maintain coveralls at no cost to the Associates for the protection of their clothing, which coveralls the Associates are required to wear. A reserve supply of coveralls should be kept on hand for emergency situations.

Section 6:

- (a) A Joint Safety Committee shall be **established**. There shall be three representatives from each of the Company and the Union. The Union shall select their members. This committee shall meet once each month on the **Company** premises. Those Associates will be paid for regularly **scheduled** time lost.

A copy of the minutes is to be given to the Union.

- (b) A combined plant tour shall be conducted by the Company, along with delegates from the Union Safety Committee, not more than **five** days prior to the next scheduled Joint Safety Meeting.

The Company will be represented by a minimum of one and a maximum of **two** from the following:

Works Manager, **Factory** Facilitator, Safety & Security Facilitator, Facilitator-- Engineering Services.

The Union will be represented by a maximum of two from the Union Safety Committee.

Action recommended by the Joint Safety Committee shall be given priority by management.

- (c) An Associate injured on the job will be **provided** with a copy of W.C.B. Form 7 when submitted to the Workers' Compensation Board.

Section 7:

Non-prescription safety glasses will be supplied at no cost to the Associate.

Section 8:

Associates off work due to sickness or injury may be required to be examined by a Company designated physician before returning to work when the nature of the sickness or injury may limit the Associate's ability to perform all the duties of the job.

An Associate is to be compensated, at the regular hourly rate of pay, for the time spent on such examination. Disagreements between the doctors shall be resolved by a third physician, selected by the Company and the Union.

1. Associates **who are** unable to perform all **the** duties of their job, and whose **restrictions** are projected to **continue** for more than six (6) months, shall be removed from their job. An effort shall be made to reach agreement with the Union on special placements to existing jobs which would not be in violation of the restrictions. Failure to agree on special placement shall result in such Associate being laid off.
2. For Associates who are unable to perform **all** the duties of their job, and whose restrictions are projected to continue for less than six (6) months, **an** effort will be made to utilize such Associates where operational requirements permit.

An Associate who cannot be provided employment, and who becomes laid off, will be considered on lay off **status** for seniority purposes.

Section 9:

An Associate who becomes pregnant, and who presents a note from their **personal** physician restricting work activities, may request, and will be allowed, to go on **voluntary lay** off status at any point prior to the sixth week before the **anticipated** delivery date. **The** Associate will remain on voluntary lay off status until that point, and at such time will be placed on Pregnancy Leave in accordance with the Employment Standards Act.

Upon return, the Associate shall be reinstated to the position held prior to the leave, unless the position has been discontinued, in which case the Associate will be given a comparable job.

ARTICLE XVI -- BULLETIN BOARDS

Section 1:

The Union shall have a Bulletin Board made available for the sole purpose of Union notices of a noncontroversial nature. Such notices, before posting, must be officially signed by an authorized representative of the Union and must have the approval of Plant Management.

ARTICLE XVII -- GRIEVANCE PROCEDURE

Section 1:

It is the desire of the parties hereto that grievances be processed and adjusted as promptly as possible and, in order to effectuate the foregoing, it is agreed that the procedure be as follows:

Step 1:

Any Associate having a complaint under this Agreement shall present said complaint to the Department Facilitator for discussion within ten (10) working days of the occurrence of the event on which the complaint is based.

The Associate's steward may be present for the discussion, if the Associate so requests. An answer will be given within two (2) days of the discussion. If the complaint is not appealed to the second step within seven (7) days, the answer will be final.

Step 2:

If the decision of the Facilitator is not satisfactory to the Union, or if the Facilitator does not submit a decision within the time prescribed above, the Union may then submit, within seven (7) working days, the grievance in writing to the Manager, Human Resources. The Manager, Human Resources, within seven (7) working days' notice from the Union, shall discuss the grievance with the Grievance Committee (the aggrieved Associate or Associates may be present or otherwise, at their option) and shall submit a decision in writing to the Union within the four (4) working days following the day on which the meeting was held to discuss the grievance.

Step 3:

If the decision of the **Manager**, Human Resources, is not **satisfactory** to the Union, or if **the** Manager, Human Resources, does not submit a decision within the time prescribed above, the Union may then submit, within seven (7) working days, the grievance in writing to the Local Manager. The Local Manager, within seven (7) working days' notice from the Union, shall discuss the grievance with the **Grievance** Committee (the aggrieved Associate or Associates may be present or otherwise, at their option) and shall submit a decision in writing to the Union within four (4) working days following the day on which the meeting was held.

Section 2:

If the decision of the Local Manager is not satisfactory to the Union, or if the local **Manager** does not submit a decision to the Union within the time prescribed above, the Union may, within fifteen (15) days following the day on which the grievances were discussed by the Union with the Local **Manager**, refer the grievance to arbitration, the procedure in respect of such arbitration being as contained in Article **XVIII**, next following.

Section 3:

Company Grievance-- If the Company has a grievance it shall be taken up with the Plant **Committee** and, if not settled satisfactorily, the **grievance** shall proceed to arbitration under the provisions of Article **XVIII**.

ARTICLE XVIII -- ARBITRATION

Section 1:

It is agreed that any alleged misinterpretation or violation of any of the provisions of this Agreement, including any **grievance** which has been carried through the prescribed steps of the Grievance Procedure outlined in **Article XVII**, which has not been settled, will be referred to a Board of Arbitration at the written request of either the parties hereto, provided that such requests must be received not later than fifteen (15) days after the decision has been rendered as provided in Step 3 of the Grievance Procedure.

Section 2:

The Board of Arbitration will be composed of one person appointed by the **Company**, one person appointed by the Union, and a third party, to act as **Chairperson** of the Board, chosen by the other two members of the Board.

No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance. The Union and the Company shall each, within (10) days from the notice of Arbitration, appoint its arbitrator. Each party shall forthwith give notice of such appointment to the other party. Should the person chosen by the Company and the person chosen by the Union to act on the Board fail to agree on a third person within seven (7) days, then they will notify the Minister of Labour or the Province of Ontario and request the Minister to select an impartial Chairperson.

Section 3:

The Board of Arbitration shall not change or modify this Agreement or have any authority in the making of a new Agreement. They shall have the authority to arbitrate only such wage rates as involve change in the method of new operations, or, new or changed jobs arising during the period of this Agreement.

Section 4:

The decision of a majority of the members of the Board shall be the decision of the Arbitration Board and shall be binding upon both parties.

Section 5:

Each of the parties hereto will bear the expense of its appointee on the Board, and will jointly share the expenses, if any, of the Chairperson.

Section 6:

At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the Associate, or Associates, concerned and any necessary witnesses and relative records; 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 the necessary witnesses.

Section 7:

No matter may be submitted for arbitration which has not been carried through the prescribed steps of the grievance procedure as set forth in Article XVII.

ARTICLE XIX -- NO STRIKE -- NO LOCKOUT

Section 1:

The Union agrees that there shall be no strike, sit down, slowdown or work stoppage in this plant during the life of this Agreement. The Company will not engage in any lockout during the life of this Agreement.

ARTICLE XX -- BEREAVEMENT PAY

Section 1:

When death occurs in the immediate family of an associate, which requires the Associate to be absent from work, the Company will pay not to exceed three (3) day's pay, eight (8) hours for each day, at straight time for scheduled working time lost as a result of such death. A fourth day, the day after the funeral, will be granted where the Associate travels more than 500 kilometres to attend the funeral. A fifth day, the second day after the funeral, will be granted where the Associate travels more than 1,000 kilometres to attend the funeral. For purposes of this section, a member of the immediate family is defined as: wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister and grandchildren.

An Associate who fails to attend the funeral of the deceased shall be ineligible for this benefit. However, the Company will provide one (1) day off with pay for mother, father, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, when not practical to attend the funeral.

In addition, an Associate will be granted one (1) day off with pay (eight (8) hours straight time pay) for scheduled working time lost as a result of attending the funeral for the Associate's grandparents, spouse's grandparents, brother-in-law and sister-in-law. A second day, the day after the funeral, will be granted where an Associate travels more than 500 kilometres to attend the funeral. A third day, the second day after the funeral, will be granted where the Associate travels more than 1,000 kilometres to attend the funeral.

If such death occurs during an Associate's vacation, arrangements should be made for the Associate to receive the same number of days off with pay as would have been received under this section.

ARTICLE XXI -- JURY / WITNESS

Section 1:

Associates who have acquired seniority and who are required by law to serve as jurors or crown witnesses, shall be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week. For any day on which they receive jury or witness fees, Associates will not be required to perform their regular duties with the Company. Such compensation shall be payable only if the Associate:

1. gives the Company prior notice of call for such service; and,
2. presents proper evidence as to the service performed.

Associates working evening or midnight shift will be considered as if they were working day shift for purposes of this section.

ARTICLE XXII -- PLANT RELOCATION

Section 1:

The Company agrees that in the event a decision is made to close or transfer its manufacturing operations, or part thereof, to any other location in Canada, the Union will be advised within thirty (30) calendar days of making the decision, but in any event, no later than sixty (60) calendar days prior to the plant closure date.

The Company further agrees that it shall offer employment by seniority to Associates affected by the transfer of operations to a new location, or closing of operations.

Section 2:

Any Associate who is laid off because of transfer of operations or closing of operations, or who does not wish to accept employment at a new location, and there are no job opportunities available at Clarkson Works, shall be entitled to severance pay as follows:

- (a) Associates with one to ten years of service will receive 40 hours pay per year of service at their respective straight time base rate.
- (b) Associates with eleven to nineteen years of service will receive 60 hours pay per year of service at their respective straight time base rate.

- c) Associates with twenty or more years of service will receive 80 hours pay per year of service at their respective straight time base rate.

Section 3:

Any Associates transferred under the provisions of this article, if the move is over 80 kilometres from Clarkson, shall be allowed a reasonable moving expense.

Section 4:

In the event of a plant closure, or partial plant closure which would involve a permanent workforce reduction of Associates covered by this Agreement, the Company shall provide appropriate training to the affected Associates for job vacancies covered by this Agreement at the Clarkson Plant which exist at that time, provided the Associates have the basic qualifications required for the job vacancy.

In the case of Associates who do not qualify for a job vacancy as stated above, or in the event that no job vacancy exists, the Company will participate with the Union and the government in identifying training programs designed to prepare Associates for outside employment opportunities.

This will occur only when Associates' recall rights have expired or they have waived their recall rights by accepting severance pay in accordance with Article XXII, Section 2.

The Company and the Union agree to assist the Associate in identifying outside subsidies that may exist and to assist the Associate in qualifying for such subsidies.

Outside contractors shall not perform the duties of Associates covered by this Agreement to the extent that the performance of such work will result in the lay off of any Associates in the bargaining unit.

ARTICLE XXIII -- DURATION OF AGREEMENT

This Agreement shall become effective November 23, 1992, and remains in force and effect until 11:59 p.m. on November 22, 1995, and from year to year thereafter, provided, however, that either party may, not less than sixty (60) days nor more than ninety (90) days prior to the termination date hereof, give notice in writing to the other party to terminate this Agreement or to negotiate a revision thereof. In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within thirty (30) days following such notification.

ARTICLE XXIV -- MISCELLANEOUS

Section 1:

Letters of Agreement negotiated between the Company and the Union during the term of this Agreement shall, upon their execution between the parties, become part of the Agreement

Section 2:

The Company **agrees** to print the Collective Agreement in pocket size form and the Union shall be supplied with three hundred (300) **copies**. It shall be the Union's responsibility to provide a copy to every Union member and to those who later **become** Union members. The Company will pay 100% of the cost.

Section 3:

The Company agrees to discuss with the Union questionable areas of departmental responsibilities. This does not abrogate Article V, Section 1. These clarifications shall be publicized, to all parties concerned, by Management memorandum.

Section 4:

The Company will make available the PPG Industries Inc. **Blueprint** Award Plan to all **bargaining** unit Associates. The terms and conditions of the Plan are **specified** in the Plan Document **provided** by the Company, a copy of which has been given to the Union and is by reference incorporated as part of this **Agreement**, and which will govern the operations of the Award Plan in **all cases**. The Union agrees that any changes to the terms of the Award Plan, including, but not limited to, increases or decreases to the Award schedule and/or the right to terminate the Award Plan, are the prerogative of Management and cannot be made the subject of any grievance or arbitration, and are not subject to negotiation during the term of the Collective Agreement.

Section 5:

The **Company** will make available the PPG Canada Inc. Employee Savings **Plan** to all **bargaining** unit Associates. The terms and conditions of the Plan are **specified** in the Plan Document, which will govern the operations of the Plan in all cases. The Union **agrees** that any changes to the terms of the Plan, including, but not **limited to**, increases **or** decreases to the level of benefits and/or the right to terminate the Plan, are the prerogative of Management and cannot be made the subject of any grievance or **arbitration**, and are not subject to negotiation during the term of the **Collective** Agreement.

Section 6:

For Tradespersons and Maintenance A Associates, the Company will replace those personal tools that are broken, worn or misplaced. It is understood that Tradespersons and Maintenance A Associates will exercise reasonable care in maintaining their tools.

Section 7:

In WITNESS WHEREOF, the parties have caused these presents to be executed this 3rd day of November 1992.

Executed on behalf of:

COMMUNICATIONS, ENERGY & PAPERWORKERS UNION

LOCAL 200

A. Rossell

D. Little

Don Jamieson

J. Sokkanen

Executed on behalf of:

PPG CANADA INC.

COATINGS AND RESINS GROUP, CLARKSON, ONTARIO

S. Holler

W. Hall

L.P. Abernathy

R. Desjardins

A. Demille

NOTES ON CLASSIFICATION

1. Leaders positions shall not be bid jobs. Their selection shall be at the Company's discretion. The following will be considered:
 - (a) Seniority.
 - (b) Ability to perform all duties of the classification.
 - (c) Ability to instruct and co-ordinate the activities of fellow Associates.
2. (a) It is agreed by the Company and the Union that Associates in the classification of Maintenance A, as of November 29, 1991, will be eligible to progress to the Tradesperson Classification provided they obtain certification as set out by the Ministry of Skills & Development.
 - (b) Maintenance vacancies will be posted as stated in Article XIII, Section 4 (b), of the Collective Agreement. Should no qualified candidates exist internally, the Company may fill the vacancy by:
 - (1) Hiring outside; or,
 - (2) Making the Apprenticeship Program available to eligible candidates as per the guidelines set forth by the Ministry of Skills & Development.
3. New Associates shall be paid at a rate of ten (10) cents per hour lower than the rate of the group they are employed in for the first sixty (60) working days of their employment.
4. Leader's responsibility will be as described in Appendix "A".
5. The classification of Truck Driver-Part Time Stock Handlers shall not be a bid classification, but shall be progressed to from the Stock Handler-Part Time Truck Driver Classification, providing that there are qualified candidates.

If there are no qualified candidates in this classification, then it shall be open to plant wide bidding. If there are no qualified candidates, the Company may hire to fill the position.
6. When required to drive a Company delivery truck for more than one consecutive hour in a day, a Stock Handler-Part Time Truck Driver shall receive Truck Driver rate for all such driving hours in that day.

7. Re: STUDENTWAGES

Rate "A" -- First Time Student
Rate "B" -- Returning Student

Only Returning Student shall be paid Statutory Holidays

- 3. Instrumentation Technicians must be certified as Tradespersons (licensed under the Ministry of Skills & Development) and, in addition, must possess a certificate in Technical Instrumentation recognized by the Ministry of Skills & Development and the Ministry of Colleges & Universities.**

SCHEDULE "A"

WAGE SCALE

| JOB CLASSIFICATION | HOURLY RATE | | |
|---|-----------------------|-----------------------|-----------------------|
| | effective 11/09/92 | effective 11/22/93 | effective 11/21/94 |
| MAINTENANCE DEPARTMENT | | | |
| Tradesperson Millwright Leader | \$19.70 | \$20.25 | \$20.8 |
| Tradesperson Millwright | \$18.70 | \$19.25 | \$19.8 |
| Instr./Electrical Leader | \$21.20 | \$21.75 | \$22.3 |
| *Instrumentation Technician | \$20.20 | \$20.75 | \$21.3 |
| Electrician | \$18.70 | \$19.25 | \$19.8 |
| Maintenance A | \$17.04 | \$17.59 | \$18.1 |
| *Maintenance Storekeeper | \$17.04 | \$17.59 | \$18.1 |
| General Helper Leader | \$17.65 | \$18.20 | \$18.7 |
| General Helper | \$16.65 | \$17.20 | \$17.7 |
| STRIPPING AND POLISHING DEPARTMENT | | | |
| S/P Plant Leader | \$17.97 | \$18.52 | \$19.0 |
| *S/P Operator | \$16.97 | \$17.52 | \$18.0 |
| PAINT DEPARTMENT | | | |
| Batch Processor Leader | \$17.77 | \$18.32 | \$18.8 |
| Batch Processor | \$16.77 | \$17.32 | \$17.8 |
| Pre-Assembler Leader | \$17.77 | \$18.32 | \$18.8 |
| *Pre-Assembler | \$16.77 | \$17.32 | \$17.8 |
| Mill Leader | \$17.77 | \$18.32 | \$18.8 |
| *Mill Operator | \$16.77 | \$17.32 | \$17.8 |
| Filling Leader | \$17.77 | \$18.32 | \$18.8 |
| Filler | \$16.77 | \$17.32 | \$17.8 |
| Lye Room Leader | \$17.77 | \$18.32 | \$18.8 |
| *Lye Room Operator | \$16.77 | \$17.32 | \$17.8 |
| Production Janitor | \$16.27 | \$16.82 | \$17.3 |
| ENVIROBASE DEPARTMENT | | | |
| Enviro Leader | \$18.95 | \$19.50 | \$20.0 |
| *Enviro Operator | \$17.95 | \$18.50 | \$19.0 |

| | effective 11/09/92 | effective 11/22/93 | effective 11/21/94 |
|--|------------------------------|------------------------------|------------------------------|
| SHIPPING DEPARTMENT | | | |
| Shipping Leader | \$17.77 | \$18.32 | \$18.87 |
| Warehouse Operator | \$16.77 | \$17.32 | \$17.87 |
| Shipping Helper | \$16.65 | \$17.20 | \$17.75 |
| Truck Driver Leader | \$18.40 | \$18.95 | \$19.50 |
| Truck Driver-P.T. Stock Handler Class A | \$17.40 | \$17.95 | \$18.50 |
| Stock Handler-P.T. Truck Driver Class A | \$17.04 | \$17.59 | \$18.14 |
| RECEIVING DEPARTMENT | | | |
| Receiver -- Storekeeper Leader | \$17.77 | \$18.32 | \$18.87 |
| Receiver -- Storekeeper | \$16.77 | \$17.32 | \$17.87 |
| Stock Handler--LT Dr. Leader | \$17.77 | \$18.32 | \$18.87 |
| Stock Handler -- LT Driver | \$16.77 | \$17.32 | \$17.87 |
| Student A | \$11.06 | | |
| Student B -- Returnees | \$11.25 | | |

POSTED POSITIONS

- * **SUMMERSTUDENTS** -- In addition to the above, summer students will be paid an amount equal to **\$0.75** per hour for all hours worked until the date agreed to by the Company and the student at the beginning of the summer employment. Such amount will also be paid in the event the summer student is terminated by the Company prior to the agreed upon date, unless terminated for proper cause.

APPENDIX A -- DEPARTMENT SHIFT LEADER

In recognition of the excellent leadership skills that exist within the hour group of Associates and accepting that the individuals doing the job know it best, we want to further encourage the development of the Leader classification at Clarkson.

The Leader is an hourly Associate who is responsible for the following:

1. **Assigning the work** in the department in order to maximize safety, quality, efficiency, and Associate training. Except in an emergency situation, the Facilitator will not modify the work assignments of Associates without consulting the Leader.
2. **Ensuring the tools and equipment** in the department are in good repair. Initiate and follow up on maintenance work requests.
3. Track the on-the-job training of all associates in the department and schedule work to facilitate this training.
4. Maintaining charts measuring department performance for those measures supporting the Quality Plan, i.e. safety, housekeeping, cycle time, throughput, quality, etc.
5. Communicating with other departments to ensure customer requirements are met.

In order to be effective at these responsibilities, the Leader must be a person with excellent communication skills, planning and organizing skills, problem-solving skills, and team building skills.

The company will provide the Leaders training in the following areas:

Communication Skills, Quality Process, Team Building, SPC, MAPS, Conflict Resolution, etc.

The Leaders will also be supported through the use of written feedback on a regular basis by the facilitator team. This feedback is designed to promote and improve the relationship between the Leaders and the Facilitators in achieving the Quality Plan goals. In this way both the Company and the Leaders will have an opportunity to share constructive criticism and build continual improvement.

The selection of Leaders will be made at the company's discretion; however, there should be evidence of the types of skills listed above to support those decisions.

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