

AGREEMENT
between



PPG CANADA INC.
Coatings and Resins Group
Clarkson, Ontario
and



**COMMUNICATION, ENERGY AND
PAPERWORKERS UNION OF CANADA**
Local 200-O

Contract Duration:
November 18, 2001 - November 17, 2003

02382(07)

THIS AGREEMENT is made and entered into this 18th day of

November 2001 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 OF CANADA

Local 200- O

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 employee 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 employees, as defined in subsection (b) hereof, for the purpose of collective bargaining in respect to wages, benefits, hours of work and other working conditions.
- (b) For the purpose of this agreement, the term "employee" shall not include Facilitators; persons above the rank of 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 employees 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 employee because of membership or activity of the Union, or against any employees who may represent other employees in the discharge of their duties as members of a Union Committee.

Section 3:

The Union 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:

The Company and the Union agree that no employee will be discriminated against contrary to the Ontario Human Rights Code.

The representatives of the Union and the Employer will continue to resolve workplace issues in a professional manner and with mutual respect. The Employer and the Union recognize the right of all employees to work in an environment free from sexual, or any other type of harassment as identified in the Ontario Human Rights Code.

Section 5:

Use in this agreement of the feminine or masculine gender shall be construed as including both male and female employees, and not as specific gender designations.

Section 6:

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

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

In (d) an hourly rated employee must be present at all times. 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 five (5) members. A representative of the Communications, Energy and Paperworkers Union of Canada shall be permitted to assist the Committee in all negotiations. The Company agrees to pay employees, 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 nine (9) Shop Stewards, one from each of the following departments, and who would not necessarily be members of the Bargaining Committee:

- | | | |
|----------------------|------------------|-------------------|
| (1) Shipping | (4) Envirobase | (7) Maintenance |
| (2) Receiving | (5) Pre-Assembly | (8) Mills |
| (3) Batch Processing | (6) Filling | (9) Tank Services |

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 employees first obtain permission from their Facilitator; such permission will not be unduly withheld. The employees shall record on their labour distribution sheet 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. If the Company creates a new department, the number of Stewards may be increased by mutual agreement between the Company and the Union.

Section 3:

The Union Grievance Committee shall consist of three members appointed by the President of the Local Union. A full time National Representative 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 employees 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 employee from any department from each shift.

Section 6:

The President of the Local Union, Chief Steward, and the Co-Chairperson of the Joint Health and Safety Committee shall be allowed, upon request, to work day shifts only, providing it does not interfere with the operation of the Plant and if their respective classifications consists of at least three or more hourly rated employees. The Company must be given thirty (30) days' notice of such request to work day shifts or to revert to their normal shift. In the absence of the President and the Chief Steward a designate may be named and assigned to the day shift.

ARTICLE IV - UNION SECURITY**Section 1:**

Every employee who, at the date of execution of this Agreement, is a member of the Union shall, as a condition of employment, remain a member of the union for the duration of the Agreement. Every new employee hired by the Company during the term of this Agreement shall, as a condition of employment, become and remain a member of the Union for the duration of the Agreement. The Company agrees that new employees, upon hiring, will be given a copy of this Agreement together with an "Authorization to Deduct Union Dues" form. A copy of this form shall be forwarded to the Local Union Treasurer, by the Company, upon being signed by the employee.

The Company agrees to deduct, from each employee covered by 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 Treasurer of the Local Union no later than the 15th day of the following month. The Company shall submit to the Union, monthly, a list of those employees from whom union dues have been deducted. Dues will not be deducted for any week during which the employee is not entitled to a minimum of three days' pay. Full time employees 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 (3) 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 employees; to classify employees and to lay off, suspend, discharge, discipline or otherwise relieve employees 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 employee, that employee 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 employee is disciplined,

suspended or discharged. If, after a requested investigation, the Company determines that the employee was improperly suspended or discharged, the Company will reinstate said employee with full compensation at the regular rate for the time lost unjustly, up to and including the time reinstatement was offered. An employee 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. It is agreed, for purposes of this section, "promptly means within seven (7) working days (subject to mutual extension) of the incident that gave rise to the disciplinary action.

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:

The wage rates and job classifications shall be set forth in Schedule " A in this Agreement and shall be effective from November 18, 2001 to November 17, 2003.

Section 2:

On a three shift operation basis, a premium of \$1.00 per hour will be paid for such work actually performed on the second shift and a premium of \$1.05 per hour for such work 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 employees 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 days of work, the Union may file a grievance at Step 3 of the grievance procedure 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 employee was assigned to the new or adjusted wage rate.

Section 7:

Employees 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 employee successfully bids for a lower rated job. If required to work on higher rated jobs, employees will receive the higher rate. However, when their regular work is not available, employees 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 employees are required to work one hour or more beyond their regular quitting time, they shall receive a meal allowance of \$7.00 unless they were advised the previous day. Such meal allowance is to be paid at the time the overtime period begins.

Section 9:

An employee, other than a Leader, who is selected by management or selected by the Leader when requested by management to train another employee for a period of time in excess of two (2) hours, will be paid \$.45 cents more than the regular hourly rate for the time actually spent training another employee.

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 employee 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.

In addition to the above shift schedules, the Shipping Leaders, Warehouse Operators, Receiver-Storekeeper Leader, and Receiver-Storekeepers may, solely as determined by management, be scheduled in accordance with the following shifts:

	First Shift	Second Shift
Shipping	6:00 a.m. — 2:30 p.m.	10:00 a.m. — 6:30 p.m.
Receiving	6:00 a.m. — 2:30 p.m.	10:00 a.m. — 6:30 p.m.

Employees will be offered these additional shifts in accordance with their seniority within the classification. If not enough persons accept these shifts, then the junior person(s) in the classification will be forced to work the required shift.

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 employees regular straight time basic hourly rate. Employees being permitted to start at 10:45 p.m. Sunday night for the purpose of lift truck inspection shall be paid at their regular straight time basic hourly rate for the period of 10:45 p.m. to 11:00 p.m.

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

Section 2 (a):

In the case of 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 employees 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 employees or reducing the hours of work of the remaining employees, subject to a maximum reduction to 32 hours per week. Should subsequent reductions be necessary, the Company will lay off additional employees 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:

Employees 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 employees will be permitted five (5) minutes at the end of their regular shift for wash up.

All employees 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 employees Facilitator for each deviation.

Section 6:

When employees 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:

Employees 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 employee's normal day or normal week as defined in Article VII.

Section 3:

(a) Time and One-Half Pay

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

1. For the first three (3) hours outside the employee'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 employees will receive double time pay are as follows:

1. For hours in excess of three (3) hours outside the employee'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 Engineer-Maintenance Personnel working on jobs regularly scheduled 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 employees working a continuous schedule. Employees 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 employee's scheduled work day and on the employee's first scheduled day off.
3. Double time for all hours actually worked on an employee'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 employees regularly assigned to that work that requires overtime. The Shop Steward in each department shall be responsible for a record of hours charged to each hourly rated employee in the department. The Shop Steward will ask the employees, required by the Facilitator to work overtime, according to this record of department overtime. It is not the Steward's responsibility under any circumstances to approve overtime to be worked and the Steward has no authority to authorize overtime to be worked at any time. Employees shall not be scheduled to work with less than an 6 1/2 hour rest period in between shifts. For the purpose of Article VIII, Section 6, the 6 1/2 hour rest period shall not apply.

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

Employees 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 employees readily available in the affected department, additional workers will be obtained through the following sequence of steps:

- (a) Employees on temporary posting or transfer in affected department and shift.
- (b) Probationary employees in the affected department and shift.
- (c) Regular employees 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 the same department and shift.
- (e) Students from the same shift in other departments.

Section 6:

Any employees 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 four (4) hours pay at their regular rate, whichever is the greater.

Section 7:

When the employees 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 employees 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) employees assigned to work in a particular production area. The specific intent is to ensure the safety of employees. Production areas do not include Maintenance or those areas where Shipping or Receiving activities are carried out unless an unsafe condition exists. Employees in production areas must be within sight of one another.

Section 9:

The OVERTIME POLICY dated October 6, 1997 shall be continued in effect for the duration of this collective agreement unless changed by mutual consent of the Company and the Union.

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, employees 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 employees reporting for work as scheduled 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 four (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. 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:

The Company agrees to continue to pay for the package insurance plan for employees and dependents for the term of this contract with the Company retaining the right to place the coverage with the carrier of its choice provided 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, as soon as they are available following ratification of this agreement.

- (a)
 1. Ontario Health Insurance Plan.
 2. Liberty Mutual Supplementary Plan (Semi-Ward Coverage) effective the first day of the month following date of employment.
- (b) Liberty Mutual Extended Health Care - effective the first of the month following the 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 per week for first 26 weeks:
 - Effective November 18, 2001 the Weekly Indemnity cap to be increased to \$660 per week.
 - Effective December 1, 2002 the Weekly Indemnity cap to be increased to \$680 per week.

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.

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 in advance from Weekly Indemnity benefits during the time period in which the Workers' Compensation Benefits claim is being processed, provided the employee files the required Weekly Indemnity claim form and signs the appropriate waiver form, provided by the Company, in order to provide for reimbursement in the event the Workers' Compensation claim is approved.

- (d) Life Insurance for an amount of **\$44,000** effective November 18, 2001 for those employees actively at work on this date, otherwise it is effective upon their return to active employment.
Life Insurance for an amount of **\$46,000** effective December 1, 2002.
Coverage is effective after three months employment with the Company.
- (e) In the event of a lay-off, the affected employee'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), (f) and (g), which will be continued until the end of the ninth month following the month in which the lay-off occurs.
At the end of the ninth month the employee 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 employee'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 **\$44,000** effective November 18, 2001 for those employees actively at work on this date, otherwise it is effective upon their return to active employment.
Accidental Death and Dismemberment for an amount of **\$46,000** effective December 1, 2002.
Coverage is effective after three months employment with the Company.

- (h) An employee that has completed their probationary period and has less than one (1) year of service, who does 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 employee for a maximum of six (6) months. An employee with one (1) or more years of service, 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 employee.

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

1. The employee's employment status is terminated under the then existent Labour Agreement for reasons other than illness or injury.
2. The employee accepts gainful employment.
3. It is medically determined there is a job in the plant the employee could perform and could hold by virtue of seniority.
4. The earlier of retirement in accordance with Section 2 of this Article or death.

- (i) An employee with one year 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 November 18, 2001 LTD maximum of \$2,050.
Effective December 1, 2002 LTD maximum of \$2,150.

- (j) Liberty Mutual Deluxe Travel Plan for out of country coverage for emergencies, accidents and illnesses will be provided to each active employee at no premium cost effective the first day of the month following the date of employment.
- (k) In accordance with the insurance agreement between CNA Insurance Company and PPG Industries Inc., the Company, will provide an Accidental Death and Dismemberment plan which provides a \$50,000 (CND) AD&D coverage for Bargaining Unit employees who are official members of the Clarkson Emergency Services Team.
- (l) Effective January 1, 1999, the Company will make available a VisionCare Plan for all full-time active employees. New employees will become eligible effective the first day of the month following date of expiration of the probationary period.

Section 2:

In the event of early retirement, the employee'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 employees who retire at age 65, or for retired employees upon attaining age 65, the employee's fringe benefit payments will terminate except for the benefits described in Article X, Section 1 (a) and (b).

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

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

Employees who retire on or after December 1, 2001 will be provided with a death benefit of \$6,500 at no cost to the retired employee.

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:

Employees holding the classification of Class AZ Truck Driver will be reimbursed for the cost of their Class AZ license renewals. Class AZ 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 the Employment Standards Act and reserves the right to either shut down the plant for one weeks holiday or stagger the holidays of the employees between May 1st and November 1st in the calendar year. Employees may request the use of vacation entitlement outside the normal period of May 1st to November 1st.

Section 2:

In order for employees 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 employees 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 employees 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 employees 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 employees with over one year's continuous service, three weeks for employees with five or more continuous years, four weeks for employees with ten or more years of continuous service, and five weeks for employees with twenty or more years of continuous service.

Section 4:

Vacation pay for all employees shall be computed on the basis of payment at the employee'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 employee's seniority in the calendar year. However, for employees 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.

For the purpose of calculating vacation pay "earnings" shall only include: regular pay, overtime premium, shift premium, vacation pay plus vacation adjustment, holiday pay, call in and short notice pay, jury duty pay, bereavement pay, training premium, and the Performance Award Plan payout if any. It is further understood that the employer contribution to the PPG Canada Inc. Employee Savings Plan is not included in the definition of earnings for the purpose of calculating vacation pay.

Section 5:

- (a) Vacations earned in excess of four weeks may not be taken in one continuous period.
- (b) The Company agrees to allow the following minimum percentage of employees off at the same time:

Between June 1 and August 31st:

33 1/3% of employees in each of the following departments:

Batch Processing, Mills, Filling, Envirobase, Pre-Assembly and Tank Services Departments.

Maintenance Department (full calendar year):

2 * from Maintenance A or Millwrights

1 from Instrumentation Technician or Instrumentation Mechanic or Electrician.

* In the Maintenance Department during the last two weeks of December and the first week of January, one additional Maintenance A or Millwright will be allowed vacation.

During the September 1st through May 31st time period, vacations in the Batch Processing, Mills, Filling, Envirobase, Pre-Assembly and Tank Services Departments will be granted in accordance With operating requirements and employee requests.

In those areas where vacation relief cannot be utilized, vacations may be limited to two (2) weeks during the three-month period (June, July, and August).

- (c) In the case of death, vacation pay owing to the deceased employee will be paid to the heirs of the employee.
- (d) Employees with three (3) or more weeks of vacation entitlement may carry over up to one (1) week of their vacation entitlement into the subsequent calendar year if such carry over is continuous to vacation entitlement that was started in December of the current year.

ARTICLE XII - STATUTORY HOLIDAYS

Section 1:

The following holidays are recognized under this Agreement:

DESIGNATED HOLIDAY	DATE OBSERVED
	1st Year
Christmas Day	Tuesday, Dec. 25, 2001
Boxing Day	Wednesday, Dec. 26, 2001
Day after New Year's Day	Monday, Dec. 31, 2001
New Year's Day	Tuesday, Jan. 1, 2002
Good Friday	Friday, Mar. 29, 2002
Victoria Day	Monday, May 20, 2002
Floater	Friday, Jun. 28, 2002
Canada Day	Monday, Jul. 1, 2002
Civic Holiday	Monday, Aug. 5, 2002
Labour Day	Monday, Sept. 2, 2002
Thanksgiving Day	Monday, Oct. 14, 2002

2nd Year

Christmas Day	Wednesday, Dec. 25, 2002
Boxing Day	Thursday, Dec. 26, 2002
Floater	Friday, Dec. 27, 2002
Floater	Monday, Dec. 30, 2002
Day after New Year's Day	Tuesday, Dec. 31, 2002
New Year's Day	Wednesday, Jan. 1, 2003
Good Friday	Friday, Apr. 18, 2003
Victoria Day	Monday, May 19, 2003
Canada Day	Tuesday, Jul. 1, 2003
Civic Holiday	Monday, Aug. 4, 2003
Labour Day	Monday, Sept. 1, 2003
Thanksgiving Day	Monday, Oct. 13, 2003

Section 2:

All regular full time employees 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 employees 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 the absence on the regular working day before or after such holiday is due to a medically documented bona fide illness or accident or by the express permission of the Employer.

Section 3:

Any of the employees 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:

Employees 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.

Section 5:

When a designated holiday is observed on a Monday, the previous Friday afternoon shift may be scheduled to start at 11:00 a.m. if mutually agreed to by the Company and the Union.

ARTICLE XIII - SENIORITY

Section 1:

The seniority of an employee 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 employees, and former employees re-hired following their loss of seniority, will be regarded as probationary employees 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 employees may be laid off or discharged. After employees 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 employee.

Section 3:

The Company shall post a seniority list at three (3) locations throughout the Clarkson facility 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 employees, seniority shall be the governing factor, it being understood, of course, that the employee must have the ability to perform the new job in accordance with Management's judgement, subject to the grievance procedure and Section 4(d).

Should the Company determine for any reason to permanently reduce the number of employees within a classification in a department as listed in Article III -- Section 2, the reduction will be accomplished on the basis of seniority in the following sequence:

-Step One: Employees whose jobs have been permanently reduced shall, in order of their seniority, displace the most junior employee in any classification within their department, excluding non-posted jobs or Tradespersons, where such a job is occupied by an employee with less seniority. However, where such an employee is not previously qualified for such a job, he/she must meet the selection requirements established for the job and go through the normal training program established for the job. The selection requirements referenced above and in Step 2 below have been given to the Union. Notification of future changes, if any, in these selection requirements will be provided to the Union in advance.

-Step Two: An employee who has insufficient seniority to maintain a position in his/her department after following the procedures in Step One, may exercise his/her seniority to displace the most junior employee in any classification in another department, excluding non-posted jobs or Tradespersons. However, where such an employee is not previously qualified for such a job, he/she must meet the selection requirements established for the job and go through the normal training program established for the job. It is understood that each sequence of moves shall be limited to four (4) including the initial person.

It is understood that a leader may be displaced in either Step One or Step Two. The person moving into the classification or department would not necessarily replace the leader.

-Step Three: After following the procedures in Step One and Step Two, those employees who are unable to hold a job in any department will be laid off from the plant in order of their seniority, junior employees first.

All employees effected by Step One or Step Two must notify Management of where they will move within three (3) working days of the notification that their classification is being reduced or they have been displaced by a more senior employee.

In the event of lay-off from the plant, employees shall be laid off in the reverse order of their bargaining unit seniority. This will not include employees 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.

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

Employees who have been bumped from a classification shall retain reversion rights by seniority for a period of 6 (six) months to their pre-bumping classification.

- (b) All vacancies in respect of existing or new positions, except in cases of temporary transfer, shall be posted on the bulletin boards for five (5) working days, and employees may bid for such position during that period. Employees 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 employee's responsibility to apply for the job posted within the designated posting period. Should the Company decide not to post a vacancy the Union will be advised.
- (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 employee; or,
 - 2. hiring a new employee; or,
 - 3. appointing the least senior employee 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 employee selected shall have the right to refuse such transfer, providing there is an employee available in the classification with less seniority.
- (e) When the Company anticipates a temporary production or workforce condition to last more than thirty (30) calendar days, and a maximum of three (3) months, a Temporary Job Posting shall be made. Sections 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 the expected duration, significant qualifications, and any vacation restrictions. Any extension of the Temporary Job 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 employee on a vacancy filled by 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 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 employee 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 employee 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. No summer students shall be employed in the Bargaining Unit when full-time employees are on lay-off. No students shall be permanently assigned to work in the same department as their immediate family members who are full time employees.
- (h) Employees will not be permitted to disqualify themselves following the removal of a job posting. In the event an employee is unable to perform the duties of a new job within a reasonable period of time after being transferred to the new position, such employee may be disqualified by the Company and returned to the former position.
- (i) An employee is only permitted to apply for permanent job postings once every three (3) months, and only twice in any calendar year, if such employee is the successful candidate. There will be no limit when applying for temporary postings.

- (j) Probationary employees shall not be permitted to participate in the job posting procedure until they have successfully completed their probationary period.

Section 5:

An employee who is promoted into a position of employment with the Company outside of the Bargaining Unit, and subsequently returned within one year to their former department, shall return with plant seniority accumulated at the time of return.

Section 6:

An employee who accepts a full-time position with the Union shall return to their former classification and/or 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 exceed one year.

Section 7:

Loss of Seniority

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

- (a) If the employee quits.
- (b) If the employee is discharged for proper cause.
- (c) If the employee 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 employee accepts gainful employment while on a granted leave of absence, except as provided in Section 6 of this Article.
- (e) If the employee is on a continuous layoff for more than two (2) years.
- (f) If the employee 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. Employees 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 employees by letter, mailed to the address shown on the employment records.

- (g) If for any reason the employee 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 employee 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 employees whenever possible.

ARTICLE XIV - LEAVE OF ABSENCE

Section 1:

Employees, 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, employees 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.

Section 5:

An active full time regular employee with one year of continuous service and who is in the Reserve of any branch of the military service of Canada, and who is on a Military Leave of Absence in order to participate in required activities as part of their military obligations, shall receive from the Company the difference between the amount of military pay received for such activities, and their regular straight time hourly rate of pay for those days they would otherwise have been scheduled to work, excluding weekends or holidays, to a maximum of three (3) weeks per calendar year, provided they work at least one (1) day in the calendar year. For the purpose of calculating military pay, a week consists of forty (40) straight time hours.

ARTICLE XV - SAFETY

Section 1:

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

The Company shall provide health and safety training and education to each employee 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 employees affected by the change. The training and education shall include both an initial orientation and an ongoing program to remind employees 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 employees and the employer as provided in the Occupational Health and Safety Act.

Employees, 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 employees, for their protection, the use of safety equipment which it does not supply free of charge, it will make such equipment available to the employee at cost, excepting safety shoes and boots. An employee will be provided a safety shoe allowance limited to \$180 in each calendar year. If an employee leaves the Company within twelve (12) months of hiring, these will be chargeable to the employee 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 Ministry of Labour -- Industrial Health Division.

Section 5:

The Company shall supply and maintain coveralls at no cost to the employees for the protection of their clothing, which coveralls the employees 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 employees 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) The Union, and the employee injured on the job, will be provided with a copy of the Workplace Safety and Insurance Board (W.S.I.B.) Form 7 when submitted to the W.S.I.B. If the employee provides the Company with Form 6 and all attachments, the Company will provide a copy of the Form 7 attachments that were submitted to the W.S.I.B. to the employee and the Union.

Section 7:

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

Section 8:

Employees 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 employee's ability to perform all the duties of the job.

An employee 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.

Where an employee is unable to perform the essential duties of their job, the Company shall work with the Union and the affected employee to make every effort to implement an effective modified return to work program, which would not be in violation of the employee's work restrictions.

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

Section 9:

When an employee, who becomes pregnant, presents a note from their personal physician restricting work activities, which is reviewed and agreed to by the Company Physician, the Company shall make a

reasonable effort to accommodate such restrictions. If the employee cannot be accommodated, the employee may request, and will be allowed, to go on voluntary layoff status at any point prior to the sixth week before the anticipated delivery date. The employee will remain on voluntary layoff status until that point, and at such time will be placed on pregnancy leave in accordance with the Employment Standards Act.

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

Section 10:

The parties recognize April 28th as the annual day of remembrance for workers killed or injured as a result of their employment. The Company agrees to fly all flags at half-mast at the workplace and provide a minute of silence for all employees at 11:00 a.m. in memory of workers killed or injured as a result of their employment.

ARTICLE XVI - BULLETIN BOARDS

Section 1:

The Union shall have a Bulletin Board made available for the sole purpose of Union notices of a non-controversial 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 employee 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 employee's steward may be present for the discussion if the employee so requests. An answer will be given within two (2) working days of the

discussion. If the complaint is not appealed to the second step within seven (7) working days from the day the Company issues a response, 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 Department Manager and the Manager, Human Resources or designate, within seven (7) working days' notice from the Union, shall discuss the grievance with the Grievance Committee (the aggrieved employee or employees 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 to discuss the grievance.

Step 3:

If the decision of the Department Manager is not satisfactory to the Union, or if the Department Manager does not submit a decision within the time prescribed above, the Union may then submit, within seven (7) working days following the date that the Step 2 decision was due, the grievance in writing to the Plant Manager. The Plant Manager and Manager, Human Resources or designate, within seven (7) working days notice from the Union, shall discuss the grievance with the Grievance Committee (the aggrieved employee or employees 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) working 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 Union Grievance Committee and, if not settled satisfactorily, the grievance shall proceed to arbitration under the provisions of Article XVIII.

Section 4:

Union Grievance-- If the Union has a Policy grievance or an employee(s) has been disciplined resulting in suspension and/or discharge, the grievance shall be initiated at Step 3 as provided for in this Agreement.

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 chose 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 for 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 employee, or employees, 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.

Section 8:

It is understood that the parties may mutually agree to use consensual mediation and/or mediation-arbitration; however, an appointee cannot extend their authority or decisions beyond the restrictions found in Article XVIII. If the parties fail to agree to use this process, the regular arbitration process shall apply. If utilized the expenses of this process will be equally shared by both parties.

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 employee, which requires the employee 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 employee travels more than 500 kilometres to attend the funeral. A fifth day, the second day after the funeral, will be granted where the employee travels more than 1,000 kilometres to attend the funeral. For the purposes of this section, a member of the immediate family is defined as: spouse (includes common-law and same-sex partner), children, step-children, father, mother, step-parents, father-in-law, mother-in-law, brother, sister and grandchildren. An employee 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 employee 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 employee'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 employee travels more than 500 kilometres to attend the funeral. A third day, the second day after the funeral, will be granted where the employee travels more than 1,000 kilometres to attend the funeral.

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

ARTICLE XXI - JURY / WITNESS

Section 1:

Employees 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, employees will not be required to perform their regular duties with the Company. Such compensation shall be payable only if the employee:

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

Employees 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, 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 employees affected by the transfer of operations to a new location in Canada, or closing of operations.

Section 2:

An employee who is permanently laid off shall be entitled to severance pay of 90 hours pay per year of service at their respective straight time base rate. The above payments are inclusive of any severance payments an employee may be eligible for under provincial statutes. An employee who accepts the severance pay as described in this Section shall forfeit his/her recall rights under Article XIII, Section 7 (e).

Section 3:

Any employees 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 employees covered by this Agreement, the Company shall provide appropriate training to the affected employees

for job vacancies covered by this Agreement at the Clarkson Plant which exist at that time, provided the employees have the basic qualifications required for the job vacancy.

In the case of employees 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 employees for outside employment opportunities.

This will occur only when employees' 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 employee in identifying outside subsidies that may exist and to assist the employee on qualifying for such subsidies.

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

ARTICLE XXIII - DURATION OF AGREEMENT

This Agreement shall become effective November 18, 2001, and remains in force and effect until 11:59 p.m. November 17, 2003, 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, unless mutually agreed otherwise.

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 Docket 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 will make available the PPG Industries, Inc., Coatings & Resins Performance Award Plan to all bargaining unit employees. 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 Collective 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, changes to the Plan measures, and/or the right to terminate the Award Plan, are the prerogative of management, and are not subject to negotiations during the term of the Collective Agreement.

Section 4:

The Company will make available the PPG Canada Inc. Employee Savings Plan to all bargaining unit employees. 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 5:

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

Section 6:

In WITNESS WHEREOF, the parties have caused these presents to be executed this 18th day of November 2001.

Executed on behalf of:

**COMMUNICATIONS, ENERGY & PAPERWORKERS
UNION OF CANADA
LOCAL 200-0**

J. Bailey	R. Woolridge
R. Leahy	S. Gilliam
S. Appleby	K. Beemer

Executed on behalf of:

**PPG CANADA INC. , COATINGS AND RESINS GROUP,
CLARKSON, ONTARIO**

M. Frank	A. Henshaw
K. Mazzon	H. Tappen
S. Cameron	C. Holloway
B. L. Birdsall, Jr.	L.P. Abernathy

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 employees.
2. (a) It is agreed by the Company and the Union that employees 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 employees except Tradespersons shall be paid at a rate of twenty-five cents (\$.25) per hour lower than the rate of the classification in which they employed 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 Handler 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: STUDENT WAGES
Rate "A" -- First Time Student
Rate "B" -- Returning Student
Only Returning Students shall be paid Statutory Holidays.
8. 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.
9. For the purpose of this Agreement, the term "Tradesperson" shall refer to the following classifications: Tradesperson Millwright Leader, Tradesperson Millwright, Instrument/Electrical Leader, Instrument Mechanic, Instrumentation Technician and Electrician.

SCHEDULE "A"
WAGE SCALE

	HOURLY RATE	
	Effective 11/18/01	Effective 11/18/02
MAINTENANCE DEPARTMENT		
Tradesperson Millwright Leader	\$25.41	\$26.17
* Tradesperson Millwright	\$24.29	\$25.02
Instr./Electrician Leader	\$27.09	\$27.90
* Instrumentation Technician	\$25.97	\$26.75
Instrument Mechanic	\$24.29	\$25.02
Electrician	\$24.29	\$25.02
Maintenance A	\$22.44	\$23.11
* Maintenance Storekeeper	\$22.17	\$22.84
General Helper Leader	\$22.86	\$23.55
* General Helper	\$21.72	\$22.37
Waste Handler Leader	\$22.98	\$23.67
* Waste Handler	\$21.88	\$22.54
PAINT DEPARTMENT		
Batch Processor Leader	\$22.98	\$23.67
* Batch Processor	\$21.88	\$22.54
Pre-Assembler Leader	\$22.98	\$23.67
* Pre-Assembler	\$21.88	\$22.54
Mill Leader	\$22.98	\$23.67
* Mill Operator	\$21.88	\$22.54
Filling Leader	\$22.98	\$23.67
* Filler	\$21.88	\$22.54
Tank Services Leader	\$22.98	\$23.67
* Tank Services Operator	\$21.88	\$22.54
Production Janitor	\$21.31	\$21.95
ENVIROBASE DEPARTMENT		
Envirobase Leader	\$24.29	\$25.02
* Envirobase Operator	\$23.19	\$23.89

SHIPPING DEPARTMENT

Shipping Leader	\$22.98	\$23.67
* Warehouse Operator	\$21.88	\$22.54
Truck Driver Leader	\$23.68	\$24.39
Truck Driver-Part Time Stock Handler Class AZ	\$22.57	\$23.25
* Stock Handler-Part Time Truck Driver Class AZ	\$22.17	\$22.84

RECEIVING DEPARTMENT

Receiver-Storekeeper Leader	\$22.98	\$23.67
* Receiver-Storekeeper	\$21.88	\$22.54
Stock Handler-Lift Truck Driver Leader	\$22.98	\$23.67
* Stock Handler-Lift Truck Driver	\$21.88	\$22.54

**Student A	\$13.05	\$13.44
**Student B - Returnees	\$13.27	\$13.67

*** POSTED POSITIONS**

****SUMMER STUDENTS —** 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 hourly group of employees 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 employee who is responsible for the following:

1. Fairly assigning and distributing the work duties in the department in order to maximize safety, quality, efficiency, and employee training. The Facilitator will not modify the work assignments of employees 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. 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 training as deemed appropriate.

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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