

THIS AGREEMENT is made and entered into this 17th day of

November 2003 between:

PPG CANADA INC.

OEM Coatings 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 200-0

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.

The Company agrees to continue to recognize the Union President or his/her designate as the local representative to address issues and concerns related to WSIB matters.

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.

Section 7:

The Local Union President shall be senior during his/her term of office as to plant layoffs. The Local Union President retained under this provision must be qualified to perform available work. Where required, training shall be offered to fulfill the expected duties.

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. Probationary employees and summer students shall pay union dues commencing at the start of their employment, for every week that 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. Prior notice will be given to the Union in cases of layoffs and/or recalls.

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 17, 2003 to November 19, 2006.

Section 2:

On a three shift operation basis, a premium of \$1.05 per hour will be paid for such work actually performed on the second shift and a premium of \$ 1.10 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 \$8.00 unless they were advised the previous day. Such meal allowance is to be paid at the time the overtime period begins. It shall be the absolute responsibility of the Facilitator to ensure the allowance money is readily available and 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 \$.55 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:

	<u>First Shift</u>	<u>Second Shift</u>
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.

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 and Department Shift Leaders who start at this time, 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 midweek changes, which is defined as Tuesday to Friday.

Section 7:

When an employee is required to work away from the Clarkson location, the hours of work shall be scheduled and confirmed with the Employee prior to departure from the Clarkson work site. Travel time, as confirmed, shall be paid as time worked at the appropriate wage rate.

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. 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:

Overtime shall be distributed evenly among Employees in accordance with this Article and the "Overtime Policy" dated November 17, 2003. In the event that an otherwise eligible Employee is by-passed for the overtime opportunity he/she will be paid for four (4) hours at their regular straight time rate of pay as a penalty payment. 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. The parties hereby agree to reduce the 8 hour rest period provided for in section 18(3) of the Employment Standards Act, to 6^{1/2} hours and therefore agree that employees shall not be scheduled to work with less than a 6^{1/2} hour rest period in between shifts. It is also agreed that employees will not be scheduled in such a manner which would result in the employee receiving less than 11 consecutive hours off in each "day." The 11 hour provision will not apply to employees who are on call and called in

during a period he or she would not otherwise have been expected to work and/or in any case of emergency. A “day” means the 24 hour period starting when an employee begins his or her first shift in a work cycle and the “day” ends 24 hours later. 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 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 November 17, 2003 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 2:00 p.m. on Thursday. 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.

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. Maritime Life Supplementary Plan (Semi-Ward Coverage) effective the first day of the month following date of employment.

- (b) Maritime Life 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:
 - a. Effective November 17, 2003 the Weekly Indemnity cap to be increased to \$700 per week.
 - b. Effective December 1, 2004 the Weekly Indemnity cap to be increased to \$720 per week.
 - c. Effective December 1, 2005 the Weekly Indemnity cap to be increased to \$740 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 Workplace Safety and Insurance Board benefits will be permitted to claim in advance from Weekly Indemnity benefits during the time period in which the Workplace Safety and Insurance Board 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 Workplace Safety and Insurance Board claim is approved,

- (d) Life Insurance for an amount of \$48,000 effective November 17, 2003 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 \$50,000 effective December 1, 2004.

Life Insurance for an amount of \$52,000 effective December 1, 2005.

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), (9 and (g), which will be continued until the end of the twelfth month following the month in which the lay-off occurs.

At the end of the twelfth 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.

- (9) 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 \$48,000 effective November 17, 2003 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 \$50,000. effective December 1, 2004.

Accidental Death and Dismemberment for an amount of \$52,000. effective December 1, 2005.

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 goes off work due to illness or injury will have the insurance benefits listed under (a), (b), (d) and (9) 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 (9) 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.S.I.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 17, 2003 LTD maximum of \$2,225.

Effective December 1, 2004 LTD maximum of \$2,300.

Effective December 1, 2005 LTD maximum of \$2,375.

- (j) Maritime Life 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.

Employees who retire on or after December 1, 2003 will be provided with a death benefit of \$7,000 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 week's 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 – HOLIDAYS

Section 1:

The following holidays are recognized under this Agreement:

DESIGNATED HOLIDAY	DATE OBSERVED
	1st Year
Christmas Day	Thursday December 25, 2003
Boxing Day	Friday December 26, 2003
New Year's Day	Thursday January 1, 2004
Day After New Year's Day	Friday January 2, 2004
Good Friday	Friday April 9, 2004
Victoria Day	Monday May 24, 2004
Floater	Wednesday June 30, 2004
Canada Day	Thursday July 1, 2004
Floater	Friday July 2, 2004
Civic Holiday	Monday August 2, 2004
Labour Day	Monday September 6, 2004
Thanksgiving Day	Monday October 11, 2004

2nd Year

Christmas Day	Monday December 27, 2004
Boxing Day	Tuesday December 28, 2004
Floater	Wednesday December 29, 2004
New Year's Day	Thursday December 30, 2004
Day After New Year's Day	Friday December 31, 2004
Good Friday	Friday March 25, 2005
Victoria Day	Monday May 23, 2005
Canada Day	Friday July 1, 2005
Floater	Monday July 4, 2005
Civic Holiday	Monday August 1, 2005
Labour Day	Monday September 5, 2005
Thanksgiving Day	Monday October 10, 2005

3rd Year

Christmas Day	Monday December 26, 2005
Boxing Day	Tuesday December 27, 2005
Floater	Wednesday December 28, 2005
New Year's Day	Thursday December 29, 2005
Day After New Year's Day	Friday December 30, 2005
Good Friday	Friday April 21, 2006
Victoria Day	Monday May 22, 2006
Canada Day	Friday June 30, 2006
Floater	Monday July 3, 2006
Civic Holiday	Monday August 7, 2006
Labour Day	Monday September 4, 2006
Thanksgiving Day	Monday October 9, 2006

Section 2:

All regular full time employees shall be paid eight hours 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 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 9 (nine) 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.S.I.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 (9) 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.

- (9) 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. For the purpose of this section, a reasonable period of time is defined as a minimum of fifteen (15) working days with a maximum of up to 60 (sixty) working days.

- (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 three (3) 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 \$190 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 for free chest x-ray examinations and pulmonary function tests, on a voluntary basis, as required.

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 (one way) 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 (one way) 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 (one way) 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 (one way) 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 17, 2003, and remains in force and effect until 11:59 p.m. November 19, 2006, and from year to year thereafter, provided however, that either 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 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 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. Employees who hold valid and required Certificates of Qualification relating to the Trade Craft in which they are employed at the Clarkson Plant, shall be reimbursed for license renewal. Proof of such certification renewal, acceptable under PPG requirements, must be presented for such reimbursement.

Section 6:

In WITNESS WHEREOF, the parties have caused these presents to be executed this 17th day of November 2003.

Executed on behalf of:

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

T. Gallagher	R. Woolridge
E. Follett	L. Munroe
S. Appleby	D. van Nostrand

Executed on behalf of:

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

M. Frank	C. Holloway
K. Mazzon	J. Smith
T. Sutherland	B. L. Birdsall, Jr

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 MaintenanceA, 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
All new students will be eligible for Statutory Holiday pay as per the provisions of the Employment Standards Act. Returning students shall be paid for all Holidays, as per Article XII, Section 2 of the Collective Agreement.
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

	<i>Effective</i> Nov. 17/03	<i>Effective</i> Nov. 15/04	<i>Effective</i> Nov. 14/05
MAINTENANCE DEPARTMENT			
Tradesperson Millwright Leader	\$27.46	\$28.15	\$28.85
* Tradesperson Millwright	\$25.77	\$26.41	\$27.07
Instr./Electrician Leader	\$29.24	\$29.97	\$30.72
* Instrumentation Technician	\$27.55	\$28.24	\$28.95
Instrument Mechanic	\$25.77	\$26.41	\$27.07
Electrician	\$25.77	\$26.41	\$27.07
Maintenance A	\$23.80	\$24.40	\$25.01
* Maintenance Storekeeper	\$23.53	\$24.12	\$24.72
General Helper Leader	\$24.26	\$24.87	\$25.49
* General Helper	\$23.04	\$23.62	\$24.21
Waste Handler Leader	\$24.38	\$24.99	\$25.61
* Waste Handler	\$23.22	\$23.80	\$24.40
PAINT DEPARTMENT			
Batch Processor Leader	\$24.38	\$24.99	\$25.61
* Batch Processor	\$23.22	\$23.80	\$24.40
Pre-Assembler Leader	\$24.38	\$24.99	\$25.61
* Pre-Assembler	\$23.22	\$23.80	\$24.40
Mill Leader	\$24.38	\$24.99	\$25.61
* Mill Operator	\$23.22	\$23.80	\$24.40
Filling Leader	\$24.38	\$24.99	\$25.61
* Filler	\$23.22	\$23.80	\$24.40
Tank Services Leader	\$24.38	\$24.99	\$25.61
* Tank Services Operator	\$23.22	\$23.80	\$24.40
Production Janitor	\$22.61	\$23.18	\$23.76

HOURLY RATE

	Effective Nov. 17/03	Effective Nov. 15/04	Effective Nov. 14/05
ENVIROBASE DEPARTMENT			
Envirobase Leader	\$25.77	\$26.41	\$27.07
* Envirobase Operator	\$24.61	\$25.23	\$25.86
SHIPPING DEPARTMENT			
Shipping Leader	\$24.38	\$24.99	\$25.61
* Warehouse Operator	\$23.22	\$23.80	\$24.40
Truck/Shunt Driver Leader	\$25.12	\$25.75	\$26.39
* Truck Driver	\$23.95	\$24.55	\$25.16
* Shunt Driver	\$23.53	\$24.12	\$24.72
RECEIVING DEPARTMENT			
Receiver-Storekeeper Leader	\$24.38	\$24.99	\$25.61
* Receiver-Storekeeper	\$23.22	\$23.80	\$24.40
Stock Handler-Lift			
Truck Driver Leader	\$24.38	\$24.99	\$25.61
* Stock Handler-Lift Truck Driver	\$23.22	\$23.80	\$24.40
**Student A	\$13.84	\$14.19	\$14.54
**Student B – Returnees	\$14.08	\$14.43	\$14.79

***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 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.

APPENDIX B – VOLUNTARY DEFINED TERM TEMPORARY LAYOFF

PPG Canada Inc., Coatings and Resins Group Clarkson, Ontario (“Company” or “PPG”) and the Communications, Energy and Paperworkers Union of Canada, Local 200-0 (“Union”) have mutually agreed to the following relative to a Voluntary Defined Term Temporary Layoff.

Periodically, it may become necessary to implement a reduction in certain job titles within the Maintenance, Paint, Envirobase, Shipping and/or Receiving Department workforces as a result of a change in business conditions. In such an event, the Clarkson Plant will consider offering a Voluntary Defined Term Temporary Layoff for a period no longer than 120 calendar days under which the following terms and conditions would apply.

- 1) This Voluntary Defined Term Temporary Layoff Agreement shall not apply to, nor is it a replacement for normal reductions-in-force as outlined in the Collective Agreement.
- 2) When it becomes necessary to offer a Voluntary Defined Term Temporary Layoff to Maintenance, Paint, Envirobase, Shipping and/or Receiving employees, a notice to this effect shall be posted. Such notice shall include the dates of the Defined Term Temporary Layoff period and the job titles affected. The notice shall be posted no later than one (1) week prior to the scheduled layoff.
- 3) Eligibility for a Voluntary Defined Term Layoff will be as follows:

Step one: Offer the voluntary layoff, based on seniority, to the employees within the affected job title within the Department.

Step two: Should there be an insufficient number of volunteers within the affected job title within the Department, eligibility will be offered plant wide, based on seniority. Due to specialized skills, training, or number of occupants in specific job titles, some job titles may be limited, or excluded, from participation.

Employees must indicate their desire for a Voluntary Defined Term Temporary Layoff within seventy-two (72) hours of notice, on the appropriate form supplied by Management. Employees scheduled for vacation during a Voluntary Defined Term Temporary Layoff period will be required to take their vacation at the commencement of the lay-off. However, should the minimum of 2 weeks vacation have been previously taken, an employee shall have the option to forgo the remaining vacation without penalty. Alternatively, should business conditions warrant, vacation may be taken upon the employees' return, provided that this does not result in the carry over of vacation, in excess of one week, from one fiscal year to the next.

- 4) In the event it is necessary to recall some, or all employees, the appropriate number of employees shall be contacted in order of seniority, within the affected job title of the Department. In the event an appropriate number of senior employees within the affected job title decline recall, the Defined Term Temporary Layoff period

shall be cancelled for an appropriate number of junior employees within the affected job title of the department. They shall be required to report for work when scheduled. In such event, a minimum of five (5) days notice (not including weekends and holidays) shall be given to employees required to return to work. The union shall be provided copies of all notices.

- 5) If business conditions warrant an extension of the defined period a subsequent notice to this effect shall be posted. This extension will not move the total time period beyond the 120 calendar days. An employee, based on seniority, in the affected job title within the department, off work on a Voluntary Defined Term Temporary Layoff, shall be offered the first opportunity to accept or decline the extended period. Offers will then be extended plant wide if required.
- 6) Upon completion of the layoff period, employees shall be returned to their bid job and shift with no loss of seniority.
- 7) Employment Insurance benefit eligibility and amount will be solely determined by the Human Resources Development Canada Office.
- 8) Due to specialized skills, training, or number of occupants in specific job titles, some job titles may be limited, or excluded, from participation in the offering of Voluntary Defined Term Temporary Layoff. Such determination shall be made by management based upon the amount and type of work available in the respective departments.
- 9) Vacancies that develop as a result of employees accepting a Voluntary Defined Term Temporary Layoff may be filled in accordance with the Temporary Transfer

provisions outlined in Article XIII, Section 4 (d) and (e) of the current Collective Agreement.

- 10) Time away from work during the Voluntary Defined Term Temporary Layoff does not contribute towards the clearing of an employee's attendance or disciplinary record, nor does the time off progress an employee in the Attendance Program.
- 11) Time off shall not count towards the time worked requirement for purposes of calculating the Performance Award.
- 12) During the layoff period, employees are eligible to participate in Company benefits in accordance with and to the extent provided for laid off employees under the Collective Agreement, Article X, Section 1E. Participation in a Defined Term Temporary Layoff will not result in loss of credited service under the PPG Canada Inc. Hourly Pension Plan, provided the Employee returns to full-time employment immediately after such absence. During the Defined Term Temporary Layoff, Employee and Company contributions to the Employee Savings Plan shall cease, where applicable. Employee and Company contributions shall continue upon the return to work of the Employee.
- 13) In the event the requisite number of volunteers do not accept a Voluntary Defined Term Temporary Layoff, a reduction-in-force may be conducted in accordance with the Collective Agreement.
- 14) Should an issue with the Voluntary Defined Term Temporary Layoff procedure arise, the parties will meet in an effort to resolve the issue.

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Group Benefit Plan



PPG CANADA INC.

RECEIVED
Clarkson Plant
SEP 08 2004

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Great-West Life is a leading Canadian life and health insurer. Great-West Life's financial security advisors work with our clients from coast to coast to help them secure their financial future. We provide a wide range of retirement savings and income plans; as well as life, disability and critical illness insurance for individuals and families. **As** a leading provider of employee benefits in Canada, we offer effective benefit solutions for large and small employee groups.

Great-West Life Online

Information and details on Great-West Life's corporate profile, our products and services, investor information, news releases and contact information can all be found at our website <http://www.gwl.ca>.

This booklet describes the principal features of the group benefit plan sponsored by your employer, but **Group Policy No. 31003 and Plan Document No. 51197** issued by Great-West Life is the governing document. If there are variations between the information in the booklet and the provisions of the policy, the policy will prevail.

This booklet contains important information and should be kept in a safe place known to you and your family.

The Plan is administered by



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PROTECTING YOUR PERSONAL INFORMATION

At Great-West Life, we recognize and respect the importance of privacy. When you apply for coverage or benefits, we establish a confidential file of personal information. We limit access to personal information in your file to Great-West Life staff or persons authorized by Great-West Life who require it to perform their duties, to persons to whom you have granted access, and to persons authorized by law.

We use the personal information to administer the group benefit plan under which you are covered. This includes many tasks, such as:

- determining your eligibility for coverage under the plan
- enrolling you for coverage
- assessing your claims and providing you with payment
- managing your claims
- verifying and auditing eligibility and claims
- underwriting activities, such as determining the cost of the plan, and analyzing the design options of the plan
- preparing regulatory reports, such as tax slips

Your employer has an agreement with Great-West Life in which your employer has financial responsibility for some or all of the benefits in the plan and we process claims on your employer's behalf. We may exchange personal information with your health care providers, your plan administrator, other insurance or reinsurance companies, administrators of government benefits or other benefit programs, other organizations, or service providers working with us when necessary to administer the plan.

All claims under this plan are submitted through you as plan member. We may exchange personal information about claims with you and a person acting on your behalf when necessary to confirm eligibility and to mutually manage the claims.

For more information about our privacy guidelines, please ask for Great-West Life's **Privacy Guidelines** brochure.

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LIABILITY FOR BENEFITS

Your employer has entered into an agreement with The Great-West Life Assurance Company whereby your employer will have full liability for Weekly Income and Visioncare benefits outlined in this booklet. This means your employer has agreed to fund these benefits and they are, therefore, uninsured. **All** claims will, however, be processed by Great-West Life.

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SCHEDULE OF BENEFITS
FOR
GROUP POLICY NO. 31003
AND PLAN DOCUMENT NO. 51197

EMPLOYEES

Life Insurance*	\$48,000
Effective December 1, 2004	\$50,000
Effective December 1, 2005	\$52,000
AD&D Insurance (Principal Sum)*	\$48,000
Effective December 1, 2004	\$50,000
Effective December 1, 2005	\$52,000
Weekly Income Benefits	66 2/3% of your weekly insurable earnings up to a maximum of \$700
Effective December 1, 2004	to a maximum of \$720
Effective December 1, 2005	to a maximum of \$740

* Your amounts of Life and AD&D Insurance will each terminate automatically at age 65.

* If you retire on or after December 1, 2003, you will receive \$7,000 of Paid-Up Life Insurance.

EMPLOYEES AND DEPENDENTS

Visioncare

Deductible	Nil
Co-insurance Percentage	100%
Eye Examination, Eyeglass or Contact Lens, and Contact Lenses for Special Conditions Maximum (24-month period)	\$200

CHANGES IN BENEFITS

If your benefits change because of an amendment to the plan, or because of a change in your age, class, earnings, etc., the new benefits become effective on the date the change affecting your benefits occurred.

When a change results in increased benefits you must be actively at work to be eligible for the new benefits. If you are not at work on the date the new benefits would otherwise become effective, the change will not become effective until you return to work.

ELIGIBILITY

If you are a new employee, you will become eligible to join the Weekly Income plan on the first day of the insurance month coinciding with or next following the date on which you complete 60 working days of continuous service. You will become eligible to join Life and AD&D Insurance after you complete three months of continuous service.

- You will be covered as soon as you become eligible.
- You must be actively at work for coverage to take effect. You are considered to be actively at work if you are not disabled and you are either at work or absent for vacation, weekends, statutory holidays, or shift differentials.
- Temporary, part-time and seasonal employees may not join the plan.

DEFINITION OF DEPENDENT

Dependent means:

- Your spouse (legal or common-law)
- Your unmarried children or your spouse's unmarried children who are
 - under 21 years of age, or
 - 21 or over and in full-time attendance at a university or similar institution.
 - 21 or over who are incapable of supporting themselves because of mental or physical handicap and who were covered under this plan on the day before they reached age 21.

Unmarried children of your spouse are considered dependents only if

- they are also your children, or
- your spouse is living with you and has custody of the children.

The plan does not cover:

- children who are working more than 30 hours a week, unless they are full-time students, or
- a spouse or child who is not resident in Canada or the U.S.

You cannot be covered as a dependent if you are insured under the plan as an employee.

LIFE INSURANCE FOR EMPLOYEES

- If you die, your beneficiary will be paid the amount of your group life insurance. (See the **Schedule of Benefits** at the front of this booklet for the amount.)
- If you become disabled while insured and before reaching age 65, and your disability continues without interruption for at least six months, your life insurance will remain in force without further premium payment. After you have been totally disabled for six months, you should submit the appropriate claim forms to Great-West Life. Your premiums will be waived upon satisfactory proof of your disability but only until you reach age 65. Proof of continued disability may be required each year.

If you are not approved for waiver of premium your life insurance will be continued on a premium paying basis until the earlier of the following:

- (1) the date your insurance is terminated by your employer, or
 - (2) the date your insurance would normally terminate under the Termination of Insurance section.
- If you have less than 5 years seniority and are absent from work due to illness or injury your Life Insurance will be continued at no cost to you for a period of 6 months. If you have 5 years seniority or more and are absent from work due to illness or injury your Life Insurance will be continued indefinitely at no cost to you.
 - If any or all of your insurance terminates **at or before age 65**, you may be able to apply for an individual conversion policy.

Application for an individual conversion policy must be made within 31 days after termination of insurance. During this period your life insurance under this plan will remain in force free of charge.

See your employer for complete details about the types of conversion policies available.

**ACCIDENTAL DEATH, DISMEMBERMENT AND
LOSS OF SIGHT INSURANCE**

If you suffer the loss of life, limb or sight as the result of an accident occurring while you are insured, Great-West Life will pay up to the "Principal Sum". (See the **Schedule of Benefits** at the front of this booklet for the amount.)

TABLE OF LOSSES

For loss of:	The amount payable will be:
Life	The Principal Sum
Both hands or both feet	The Principal Sum
Sight of both eyes	The Principal Sum
One hand and one foot	The Principal Sum
One hand and sight of one eye	The Principal Sum
One foot and sight of one eye	The Principal Sum
One arm or one leg	3/4 Principal Sum
One hand or one foot or sight of one eye	1/2 Principal Sum
Thumb and index finger or at least 4 fingers of one hand	1/4 Principal Sum
All toes of one foot	1/8 Principal Sum

Points to Note About AD&D Insurance

- The Principal Sum is the **maximum amount** that would be paid for injuries to any one person resulting from any one accident. This means that if you were to lose both hands and both feet in an automobile accident, you would receive the Principal Sum only, not double the Principal Sum.
- Not more than \$1,000,000 in benefits would be paid for all covered losses suffered by members of this group plan as a result of any one aircraft accident. For losses in excess of \$1,000,000, the amount which would otherwise be payable to each insured member will be reduced proportionately so that the total amount payable by Great-West Life for all insured members of the plan who have suffered losses in the accident equals \$1,000,000.
- No benefits will be paid for injury or death resulting from intentional self-mutilation, suicide, viral infection, bacterial infection, any form of disease or illness or physical or mental infirmity, medical or surgical treatment, participation in a riot, war or any act of war, insurrection, service in the armed forces of any country, commission of a crime by the insured, air travel serving as a crew member, air travel in aircraft owned, leased or rented by your employer, or air travel where the aircraft is not properly licensed or the pilot is not properly certified to operate the aircraft.
- Benefits will be paid only if the loss occurs within 365 days after the accident.
- "Loss" means complete loss by severance except that in the case of loss of sight it means loss beyond remedy by surgical or other means.

WEEKLY INCOME BENEFITS

If you are unable to earn your living because of an accident or illness, your Weekly Income Benefits would provide you with a weekly income. (See the Schedule of Benefits at the front of this booklet for the amount.)

- To receive Weekly Income benefits you need not be confined at home, but your disability must be severe enough to prevent you from performing your regular work, and you must be under the continuous care and personal attendance of a physician.
- Weekly Income benefits begin with the first day of disability due to injury or the fourth consecutive day of disability due to illness.

If you have not seen a physician on or before the date benefits would otherwise start, they will not start until after your first visit to the physician.

If you are hospitalized for at least 24 hours or have day surgery before the fourth consecutive day of illness, benefits will begin on the first day of hospitalization or the date of surgery.

- Weekly Income benefits will be paid for a total of not more than 26 weeks for each period of disability.
- The plan will not pay for
 - disability due to injury sustained while working for pay or profit.
 - disability due to illness for which you are covered under Workplace Safety and Insurance Act or similar program, or
 - disability due to or associated with treatment rendered for aesthetic purposes.

- disability during a period you are serving a prison sentence.
- disability during the scheduled duration of a leave of absence including maternity leave. Maternity leave is considered to begin on the earlier of the date agreed upon by you and your employer or the date of birth.

This limitation does not apply to any portion of a period of maternity leave during which you are disabled due to pregnancy

- disability during the scheduled duration of any lay-off unless you become disabled
 - (a) before notice of lay-off is given, or
 - (b) more than 2 months before the date the lay-off is scheduled to begin, whether or not notice of lay-off has been given.
 - disability resulting from self-inflicted injury, war, or engaging in a riot or insurrection.
- Successive absences from work are considered to be in the same period of disability unless separated by
 - two complete consecutive weeks of active, full-time work, or
 - one full day of work if the disability is due to completely different causes.
 - Your Weekly Income benefits will be reduced by any amounts payable under an Automobile Insurance Plan where permitted by law.
 - If you have been injured, claim Workplace Safety and Insurance Board (W.S.I.B.) benefits you are permitted to claim in advance from your Weekly Income benefit during the period your claim W.S.I.B. claim is being processed. You must submit the required Weekly Income claim form and sign the appropriate waiver form provided by your employer in order to provide for reimbursement in the event your W.S.I.B. claim is approved.

VISIONCARE

Visioncare Insurance provides protection against the cost of vision services and supplies rendered or prescribed by an ophthalmologist or an optometrist. Visioncare Insurance covers only those expenses which are considered reasonable and customary for the service provided in the area where the expenses are incurred.

Covered Expenses

The plan pays 100% of the following covered expenses to a maximum of \$200 in any (24-month period) for all benefits combined:

- Eye examinations (including refractions) **but only for residents of a province in which the Medical Care Insurance Plan does not cover these services in whole or in part.**
- Eyeglass frames and lenses (or contact lenses selected in place of lenses and frames).
- Prescription sunglasses
- Prescription safety glasses
- Contact lenses which are prescribed because the regular surface of the lens of the eye (the cornea) is impaired in some way and visual acuity cannot be improved to at least the 20/40 level in the better eye with ordinary eyeglasses.

Services Not Paid for by Visioncare

In addition to the limitations outlined in the **General Limitations** section at the back of this booklet, no benefits are paid for the following:

- eye tests or examinations required by an employer, school or government for screening purposes
- artificial eyes

TERMINATION OF COVERAGE

Your coverage will terminate when:

- you stop making required contributions, or
- your employment ends, or
- for Life and AD&D, you reach age 65, or
- the group plan terminates, or
- you are no longer in an eligible class.

If your employment ends because of injury, sickness, leave of absence or temporary lay-off, you may be entitled to continued coverage under this plan. Your employer will provide you with the details on the types of coverage, if any, that may be continued and the length of the extensions available.

Extended Weekly Income Benefits Benefits After Termination

If your coverage terminates while you are disabled you will continue to receive Weekly Income benefits during that period of disability, up to the maximum noted in the Weekly Income benefit description.

CONTINUATION OF HEALTH BENEFITS FOR DEPENDENTS

If you die, the health benefits for your dependents will be continued for a period of 1 year.

- If your surviving children cease to qualify as eligible dependents (as defined earlier in this booklet), the health benefits being continued after your death will terminate on the date they no longer qualify.
- If a dependent is disabled on the date insurance under this continuation terminates, his insurance payments will be continued until the earliest of the following:
 - the date the disability ends,
 - 90 days from the date the insurance terminated.

Please Note: If your dependent is in the hospital on the last day of this 90-day period, insurance payments for that dependent will be continued until the hospital confinement ends or until maximum benefits have been paid.

HOW TO MAKE YOUR CLAIMS

Life Insurance

- If you die, your employer will contact your beneficiary to explain what is required before payment of the insurance money can be made.
- For disability waiver of premium benefits, contact your employer for claim forms and procedures.

AD&D Insurance

- For accidental dismemberment or other loss as defined, ask your employer for the proper claim forms. Be sure these are completed correctly and return them to your employer.
- If you die accidentally, your employer will explain the claim requirements to your beneficiary.

Weekly Income

- Obtain claim form M5454 from your employer. Complete the employee portion of the form and have your doctor complete the portion titled "Attending Physician's Statement". Return the completed form to your employer as soon as possible, but no later than 3 months after the end of the waiting period.
- From time to time other forms may be forwarded to you. Have your doctor complete these forms and return them to your employer.

Visioncare

- Ask your employer for form M1214D. Have your doctor or optometrist complete this form and send it to the benefit payments office.

Pension Booklet

PPG
Canada Inc.

Pension Plan for Hourly Employee
At Coatings & Resins Clarkson Plant

Handwritten signature and date
10/10/2004

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PPG Canada Inc. provides a Pension Plan for its hourly employees at the Company's Clarkson Coatings & Resins Plant in accordance with a Collective Agreement between the Company and the Communications, Energy and Paperworkers Union of Canada, Local 200-O. The Company pays the full cost of the Plan. This Pension Plan was established effective June 1, 1980.

With this booklet, the Company hopes to provide you with an easy reference for understanding your pension benefits. This booklet includes the pension benefit improvements which were effective December 1, 2003.

We hope you will read this booklet carefully. If you have any questions regarding your pension benefits, you should refer to your Human Resources Department.

Prepared February 2004

WHEN MEMBERSHIP STARTS

You automatically become a member of the Plan on the first of the month after you have completed one year of Continuous Service.

Employees with one or more years of Continuous Service at June 1, 1980 became members at that date.

YOUR SERVICE

"Continuous Service" means your service with the Company since your last date of hire, including any period of Approved Leave of Absence. Continuous Service affects your eligibility for membership benefits and vesting. It does not affect the calculation of your benefit.

Effective February 1, 1985, "Credited Service" means your Continuous Service at the Clarkson Plant, excluding any period of Approved Leave of Absence. This determines the amount of benefits you earn.

"Approved Leave of Absence" means that period of a leave of absence in excess of 3 consecutive months, or such other period as determined by the Company in its discretion, or that period of an absence which is in excess of one year if due to sickness, accident or disability, provided that the member returns to full-time employment immediately after such absence.

WHEN YOU MAY RETIRE

Normal Retirement

Your Normal Retirement is at age 65.

Your monthly pension when you retire at your Normal Retirement Date is determined by multiplying your Credited Service by the pension rate in force at the date of your retirement.

The rates in force at present are:

<i>Retirement Date</i>	<i>Pension Rate</i>
On or after January1, 1996 but prior to January1, 1997	\$31.00 for each year of Credited Service
On or after January1, 1997 but prior to January1, 1998	\$32.50 for each year of Credited Service
On or after January1, 1998 but prior to January1, 1999	\$34.00 for each year of Credited Service
On or after January1, 1999 but prior to January1, 2000	\$37.00 for each year of Credited Service
On or after January1, 2000 but prior to January1, 2001	\$39.00 for each year of Credited Service
On or after January1, 2001 but prior to December 1, 2001	\$41.00 for each year of Credited Service
On or after December 1, 2001 but prior to December 1, 2002	\$43.00 for each year of Credited Service
On or after December 1, 2002 but prior to December 1, 2003	\$45.00 for each year of Credited Service
On or after December 1, 2003 but prior to December 1, 2004	\$46.00 for each year of Credited Service
On or after December 1, 2004 but prior to December 1, 2005	\$47.00 for each year of Credited Service
On or after December 1, 2005	\$48.00 for each year of Credited Service

Example

If you retire at age 65 in December 2003 with 27 years 9 months of Credited Service, your monthly pension would be:

$$27 \frac{9}{12} \times \$46.00 = \$1,276.50 \text{ per month}$$

Early Retirement

Age 55 and 2 Years of Plan Membership

You may retire early any time after you reach age 55 and complete 2 years of membership in the Plan. The amount of pension you receive on your early retirement date is calculated like your normal retirement pension, based on your Credited Service and the pension rate when you retire, but reduced actuarially because payment will be made for a longer period.

Age 55 and 10 Years of Continuous Service

You may retire early any time after you have reached age 55 and completed 10 years of Continuous Service. You will receive a pension payable immediately. The amount of pension you receive on your early retirement date is calculated like your normal retirement pension, based on your Credited Service and the pension rate when you retire, but reduced because payment will be made for a longer period.

If you have not attained age 60, this reduction is 1/4 of 1% for each month payments are made before age 61.

If you have attained age 60, no reduction will apply.

Termination of Employment

*2 Years of Plan **Membership***

If you leave the Company before you are eligible for normal or early retirement, you may still be eligible for a pension. You will be entitled to a deferred vested pension if you have completed 2 or more years of plan membership at the date of termination. This pension, payable at age 65, is calculated like your normal retirement pension, based on your Credited Service and the normal pension benefit rate in effect at the time of your termination of employment.

Alternatively, you may elect, within 90 days of being notified of the amount of your retirement pension, that the value of the pension be:

- transferred to another registered pension plan, if such plan permits and agrees to administer such sum in accordance with government legislation, or
- transferred to a LIRA (Locked-in Retirement Account), LIF (Life Income Fund), LRIF (Locked-in Retirement Income Fund), or
- used to purchase a pension from an insurance company commencing not earlier than age 55 or later than the end of the year in which you reach age 69.

If you do not make an election as outlined above, you may elect in writing to the Company within 30 days prior to the date on which you wish your pension to commence, to receive a reduced pension commencing on any date subsequent to your 55th birthday.

HOW YOUR PENSION IS PAID

The normal form of pension, if you do not have a Spouse or Same Sex Partner, is a retirement pension which will be payable monthly with the first payment falling due on your Normal Retirement Date or Early Retirement Date, as applicable. The monthly pension will be paid for your entire lifetime and cease with the last payment made immediately prior to your death.

The normal form of pension if you have a Spouse (including a common-law Spouse) or Same Sex Partner when your pension commences will be a joint life and survivorship pension which will provide to your Spouse or Same Sex Partner upon your death a lifetime monthly pension equal to 60% of your pension. The pension payable to you will be actuarially reduced to take into account that payments will be made over the lifetime of you and your Spouse or Same Sex Partner. You may change this form of payment only if both you and your Spouse or Same Sex Partner agree in writing on the prescribed form to an alternate form of payment.

Alternate Form of Payment

This option provides that if your Spouse or Same Sex Partner is within 5 years of your age, your pension will be reduced to 90% and on your death 50% of the reduced pension will be continued to your Spouse or Same Sex Partner if s/he survives you. If your Spouse or Same Sex Partner is more than 5 years older than you, the 90% will be increased by 1/2% for each year that s/he is more than 5 years older to a maximum of 100%. If s/he is more than 5 years younger than you, the 90% will be reduced by 1/2% for each year that s/he is more than 5 years younger. For instance, if s/he is 10 years younger, the reduction will be $(90\% - 5 \times 1/2\%) = 87.5\%$.

Definition of Spouse

"Spouse" means the person of the opposite sex who is legally married to you on the earlier of your date of death or the date your retirement benefit payments commence or in the absence of a lawful Spouse, a common-law Spouse being a person of the opposite sex with whom you have lived for at least 3 years and has been publicly represented as your Spouse; or the person with whom you are the natural or adoptive parents of a child.

Definition of Same **Sex** Partner

"Same Sex Partner" means the person of the same sex who is living with you in a conjugal relationship

- continuously for a period of not less than 3 years, or
- in a relationship of some permanence, if you and the person are the natural or adoptive parents of a child, both as defined in the Family Law Act.

DEATH BENEFIT

Pre-Retirement Death Benefits (Completion of 2 Years of

If at the time of your death you have completed 2 or more years of plan membership, your Spouse or Same Sex Partner will receive a pension based on the value of your pension based on your Credited Service from January 1, 1987 and the normal pension benefit rate in effect at the time of your death.

Alternatively, your Spouse or Same Sex Partner may elect, within 90 days of written notice from the Company of the amount of pension which is payable, that the pension be paid in a lump sum. In lieu of the lump sum, your Spouse or Same Sex Partner may elect to receive an immediate or deferred annuity with payment commencing not later than the end of the calendar year in which your Spouse or Same Sex Partner attains age 69.

If there is no Spouse or Same Sex Partner, distribution will be made in a lump sum to your beneficiary.

Pre-Retirement Death Benefits (Completion of 10 years of Credited Service and Age 55)

If at the time of your death you have completed 10 or more years of credited service and have attained at least age 55, your Spouse or Same Sex Partner will receive a pension based on the pension you would have been entitled to receive assuming you had elected to retire early on the date of your death.

Post-Retirement Death Benefits

If you die after pension payments start, the amount of benefit payable to your Spouse, Same Sex Partner or beneficiary, as applicable, will depend on the form of pension you had chosen. If you had not chosen one of the options, the normal form of pension payment would apply.

WHAT ELSE YOU SHOULD KNOW

Plan Administration

The Company is responsible for establishing the administration of the Plan. The Administrator will supply you with all the necessary forms for applying for benefits.

Continuation of the Plan

If the Plan is ever terminated, the Administrator will allocate and distribute the assets of the trust fund in accordance with the applicable government legislation.

Government Benefits

The benefits described above are in addition to your government benefits. The maximum pension payable from the Canada Pension Plan for a person retiring at age 65 in 2004 is \$814.17 per month. The Old Age Security Pension at January 1, 2004 amounts to \$462.47 per month. These amounts are based on current law and on the assumption you will be fully eligible for these benefits.

Assignment of Benefits

The Plan is designed to ensure that you receive an income at retirement. For this reason you may not assign any of its benefits other than by naming a beneficiary except where division of benefits is permitted under applicable provincial or federal legislation determined pursuant to a marriage breakdown order or a written separation agreement issued under a provincial matrimonial property act.

Pension Statement

You will receive annually a personal statement showing your accrued retirement pension earned to date and your estimated retirement pension commencing on your normal retirement date.

Remember - This booklet is for your convenience only. It is intended to tell you about the main provisions of the Pension Plan. Not all details are included. If you have any questions on the Pension Plan or on your individual situation, contact your Human Resources Department.

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PPG CANADA INC.

Your Group Benefit Plan

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ISSUED DATE: APRIL 2004

TORONTO PLAN • RETIRED EMPLOYEES

YOUR GROUP BENEFITS

PPG CANADA INC.

TORONTO PLANT - RETIRED EMPLOYEES

GROUP CONTRACT NUMBER: 2315

EFFECTIVE DATE REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: Nil.

You can contact Maritime Life at

1-800-COVER ME^{TM/MD}

(1-800-268-3763)

In the Metro Toronto area, (905) 946-4050

or visit our web site at:

WWW.COVER-ME.COM

IMPORTANT INFORMATION

This **material** summarizes the important features of your group benefit plan. This booklet is prepared as **information only**, and does not, in itself, constitute a contract. The exact terms and conditions of your **group** benefits are described in the Contract **held** by your Employer.

The **information** contained in **this** booklet is important and should be kept in a safe place.

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SUMMARY OF BENEFITS

Benefits Underwritten By The Maritime Life Assurance Company

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible - \$10. per benefit year.
Family Deductible - \$20. per benefit year.
100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologist

First visit - up to \$35.
Subsequent visits - up to \$20. per hour
Maximum amount allowable - \$200. per person per benefit year.

b) Registered Masseur:

Per treatment - up to \$7.
Maximum number of treatments - 12 per person per benefit year.

c) Speech Pathologist

Maximum amount allowable - \$200. per person per benefit year.

Semi-Private Hospital Accommodation

Deductible - **NIL**.
100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

EHB Overall Lifetime Maximum - Unlimited.

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Note:

A benefit year is any period of 12 consecutive months beginning from the date on which the first eligible expense is incurred.

If you have not enrolled for **all** the benefits described, please refer to your Identification Certificate for details of your personal coverage.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your legally married spouse, or a person of the opposite or same sex who lives with you in a conjugal relationship outside marriage;;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability.

TERMINATION OF BENEFITS

Coverage for you and your dependents **will** cease on the earliest of

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to **death**, age limitation, change in classification, etc.;
- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits **to** the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist). If assignment is acceptable to the provider, present your Identification Certificate and the provider **will bill** Maritime Life directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Maritime Life must include original receipts and a completed **claim** form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims **must** indicate the prescription number, name, strength and quantity of the **drug** plus the **drug** identification number.

Claims must be sent to the address indicated on the claim form.

Written proof of claim must be received by Maritime Life not later than the end of the calendar year following the year in which the **claim** was incurred. However, on termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Maritime Life plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second to the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer,

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 60 days of leaving the group.

SEMI-PRIVATE HOSPITAL ACCOMMODATION

BENEFITS

Semi-Private Hospital Accommodation - if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Maritime Life, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

Chronic Care - if you are confined in a chronic hospital or chronic care unit of a public general hospital, payment **will** be made to a **maximum** of \$3 per day for semi-private accommodation for a total of 120 days per 12 consecutive months. Benefits are not payable for accommodation in psychiatric hospitals or nursing homes.

Out of Province

When semi-private hospital accommodation charges are incurred outside Ontario, Maritime Life **will** not pay an amount which is greater than it **would** pay for semi-private hospital accommodation when incurred in Ontario.

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EHB (EXTENDED HEALTH BENEFIT) PLAN

The benefits described below are available to you through Maritime Life Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "**Summary of Benefits**" for information regarding reimbursement of ~~this~~ benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Maritime Life from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

1. **DRUGS** - Formulary Two: **Drugs**, medicines and injected allergy sera, and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor and which are listed in Maritime Life Formulary Two, but not to include vitamins or vitamin preparations (unless injected), smoking cessation aids, general public (G.P.) products or **drugs** not approved for **legal** sale to the general public in Canada.
2. **PRIVATE NURSING** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when **such** services are provided in the home by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is not a relative of the patient. RN services must be certified medically necessary by the attending physician, and will be reimbursed to a **maximum** of 90 eight hour shifts per covered person per calendar year, Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Maritime Life. When the services are extended for more ~~than~~ 30 days, prior approval must be obtained from Maritime Life on a monthly basis.

3. **PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services. Reimbursement will be based on the amount that would have been allowed by OHIP if he/she were registered with them.
4. **DIAGNOSTIC SERVICE:** For provinces where diagnostic services are not covered by the provincial health plan, diagnostic services performed at a hospital or licensed medical laboratory.
5. **PRIVATE ROOM** Difference in cost between semi-private accommodation and a private room (not a suite) in a public general hospital.
6. **ACCIDENTAL, DENTAL:** Dental care necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Maritime Life must be notified immediately. Payment will be based on the monetary rates shown in the Ontario Dental Association Fee Guide for General Practitioners in effect at the time of treatment. Where the patient is less than 18 years of age at the time of the accident, treatment must be completed prior to attainment of age 19.
7. **PRIVATE HOSPITAL:** Charges up to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a licensed private hospital.
8. **PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, external breast prostheses (following mastectomies), ostomy supplies (where a surgical stoma exists), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made orthopaedic boots or shoes or adjustments to stock item footwear.
9. **DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.
10. **MEDICAL SERVICES AND SUPPLIES** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. **AMBULANCE** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).

12. PARAMEDICAL SERVICES Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:

- a. Clinical Psychologist;
- b. Masseurs - when the patient's attending physician authorizes in writing that such treatment is necessary;
- c. Speech Pathologists - when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.

No payment **will** be made for completion of reports, assessments, tests or evaluations.

13. EXTRA MEDICAL FEES When charges are incurred for the emergency services of a licensed physician, while travelling or temporarily residing outside your province of residence, payment **will** be made for the reasonable and customary charges which are in excess of the amount listed in the provincial Medical Association Fee Schedule.

LIMITATIONS

Extended Health Benefits are not payable for:

services covered by any provincial government plan or any workplace safety and insurance board.

any care, services or supplies which are not medically necessary, as determined by Maritime Life.

care, services or supplies utilized as treatment of lifestyle choices, as determined by Maritime Life.

services or supplies ~~which~~ are primarily for cosmetic purposes.

rest cures, travel for health reasons or examinations for the use of a third party.

services or supplies provided in a health spa, psychiatric or chronic care hospital or chronic care unit of a general hospital.

services or supplies provided while confined in a nursing home or home for the aged.

charges for dental care due to an accident which occurred prior to the effective date of coverage.

~~drugs~~ or medicines, services or supplies which have been self prescribed, or prescribed by or for family members.

~~drugs~~, injectables, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.

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- charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces,
- additional, duplicate or replacement appliances or devices, except where the replacement is required because the **existing** appliance can no longer be made serviceable due to normal wear and tear, or as the result of a pathological change, unless prior approval in writing is obtained from Maritime Life.
- vaporizers.
- charges incurred as a result of self-inflicted injury or while committing, or attempting to commit, a criminal offence.
- charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- expenses incurred for benefits or that part of benefits which cease to be payable under any government program.



Group Insurance Plan



PPG CANADA INC.
COATINGS AND RESINS
CLARKSON PLANT

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GROUP INSURANCE PLAN FOR EMPLOYEES OF
PPG Canada Inc.

Group Long Term Disability Policy

H 11195 Division: 502 - Coatings and Resins - Clarkson Plant

The following outlines the benefits available from November 17th, 2003.

BENEFIT

Long Term Disability

66.67% of monthly earnings to a maximum of \$2,225.

66.67% of monthly earnings to a maximum of \$2,300 effective December 1, 2004.

66.67% of monthly earnings to a maximum of \$2,375 effective December 1, 2005.

Any amount which is not an integral multiple of \$1.00 will be rounded to the next \$1.00.

Benefit payments are taxable.

Benefits are paid monthly in arrears after an elimination period of 180 days and terminate on the earlier of your cessation of disability, death, or attainment of age 65.

Changes In Coverage

Changes in coverage due to gross salary will take effect on the date of the change. You must be actively at work in order for your insurance to increase.

Termination of Benefits

This benefit terminates at age 65.

YOUR IGIBIL

You are eligible to be insured from the first day of the month coincident with or next following **12** months of continuous employment. This is provided you work at least **30** hours per week on a regular basis.

Commencement of Your Coverage

You automatically become covered on your eligibility date, provided you **have** completed an application and are actively at work.

If you are not Actively at Work on the date your coverage should commence, you will become covered when you return to work.

HEALTH EXCLUSIONS

No part of the cost will be payable for any charge that results either directly or indirectly from, in any manner or form, if it is occasioned by, any one or more of the following:

- a) Intentionally **inflicted injury** while sane or insane,
- b) war, **insurrection** or **rebellion** of **any** kind **whether** or **not** you or your **dependent** were a **participant** in such **action**.
- c) **participation** in a riot or civil commotion,
- d) committing or attempting to commit a criminal offence or provoking **an** assault.

Additional exclusions are listed under the respective Benefit description in this booklet.

TERMINATION OF INSURANCE

You are no longer insured from the date your employment terminates or the policy terminates. Insurance may terminate on the last day of the month that follows the month you began a temporary lay-off. Insurance terminates the day before you enter service in any naval, military or air force.

For benefits on termination see Extension of Benefits on termination of employment following the health benefit description.

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LONG TERM DISABILITY BENEFIT

You will be paid a monthly amount based on your **pre-disability** monthly income after the elimination period of **180** days if you become disabled while insured.

Benefits are **paid** only if you are under the continuing care of a legally licensed physician or surgeon. For a disability arising from any medical condition, you must be receiving appropriate treatment as agreed upon by Canada Life and your treating physician. We reserve the **right** to seek and accept an independent medical opinion from a physician specialized in the treatment of the medical condition.

No benefits will be paid during the Elimination Period. **If** you cease to be totally disabled, return to work and within six months again become totally disabled from the same or related cause, the Elimination Period is not applicable again. **If**, however, you return to work for more than **six** months, the Elimination Period is again applicable.

Definition of Disability

Disabled and Disability means your complete inability due to injury, disease, illness, pregnancy or **mental** disorder to engage in any and every gainful occupation for which you are reasonably fitted by education, training or experience, without consideration to the availability of such occupation.

If you engage in any business or occupation except in a rehabilitation program approved by Canada Life, you will be deemed to **no** longer be disabled.

Waiver of Premium

Canada Life will waive the premium payments while you are receiving benefits from the date of disability.

Rehabilitation Provision

With the consent of Canada Life, you may engage in rehabilitative employment. In such cases, the monthly benefit payable will be reduced

1. by 50% of the income received from the rehabilitative employment, or
2. to the extent necessary so that you are not receiving in total more than 100% of what you were earning prior to disability.

You may not be on rehabilitative employment for more than 24 months.

Integration of Benefits

The monthly benefit provided by this plan will be reduced by the amount you are entitled to receive from the Workplace Safety and Insurance Act and the Canada/Quebec Pension Plan. The amount deducted will not include any additional amount payable due to the marital status, or number of children or any cost of living increases.

If you receive a disability Income from another source (except from an individual insurance policy) benefits under this plan will be reduced so that the total benefits received, with or without Income from another source, will not exceed 80% of your pre-disability earnings.

Exclusions

The following exclusions are in addition to those described in the General Health Exclusions. No benefits will be **paid** with respect to the disability

- e) **during** the period which you are on leave of absence, including Pregnancy Leave of Absence. If you become disabled while on leave of absence, the leave of absence **will** be deemed to end on the day before the date on which you are scheduled to return to work.
- f) during any period while you are permanently or temporarily outside of Canada or the United States. If you become disabled, your disability will be deemed to commence on the date you return to Canada **or** the United States.

Extension of Benefits

if you are disabled at the time of termination of employment or cancellation of the plan, your payments **will** continue to be paid for that one period of disability, provided you are entitled to this benefit.

How to Submit a Claim

Claim Forms are available from your employer. This form must be completed in full and submitted immediately but no later than **90** days after the elimination period. It is in your best interest to submit your claim as soon as possible since it helps to ensure prompt payment.

if the Group Insurance Policy terminates, no payment will be made for any claim unless proof is submitted within **90** days of the termination date.

DEFINITIONS

Actively at Work means that you are

- (a) actually performing your normal duties, if it is a scheduled work day, or
- (b) capable of performing your normal duties, if you were not at work due to a non-scheduled work day, holiday or vacation, at your normal place of employment or at some other location where your employer's business requires you to be.

Earnings means your gross base earnings from your employer, excluding any income you receive from your employer such as bonuses, dividends, overtime and profit sharing, etc.

If your income includes commissions, earnings will be calculated as follows:

- (a) If you have been employed for at least two calendar years, your average gross earnings during the preceding two calendar years as set forth on your T-4 Taxation Form.
- (b) If you have been employed for less than two calendar years, the amount that is estimated by your employer. The estimate must reflect a reasonable expectation of the income to be earned. Canada Life will verify the estimate with your employer at the time a claim is submitted.

Your benefits will be based on the lesser of (1) your actual earnings and (2) the estimated level of earnings on which premiums were being paid. A premium refund will be made if necessary.

- (c) Any change in your earnings will be deemed to take effect only on April 1st in each year.

Pregnancy Includes childbirth or miscarriage and any disease or infirmity resulting from or aggravated by the pregnancy.

Pregnancy Leave of Absence means

- (a) any period of pregnancy leave taken by you pursuant to Provincial or Federal statute or pursuant to a mutual agreement between you and your employer, or
- (b) any period of pregnancy leave which your employer requires you to take pursuant to Provincial or Federal statute.

THIRD PARTY BILL

If you have the right to recover damages from any person or organization with respect to which benefits are payable by Canada Life, you will be required to reimburse Canada Life in the amount of any benefits paid out of the damages recovered.

The term damages will include any lump sum or periodic payments received with respect to:

- (1) past, present or future loss of income, and
- (2) any other benefits, otherwise payable by Canada Life.

If you receive a lump sum payment under judgement or settlement for benefits which would otherwise be payable by Canada Life, no further benefits will be paid by Canada Life until the benefits that would otherwise be payable equal the amount of the lump sum.

if a claim for damages is settled before trial, you will be required to reimburse Canada Life the amount that reasonably reflects the loss of benefits that would otherwise be payable by Canada Life.

You must notify us of any action commenced against a third party and of any Judgement or settlement in the circumstances described above.

PHYSICIAN EXAMINATION

A physician of Canada Life's choice may be required to examine anyone in respect to a claim. if required, payment will only be considered after the examination. Canada Life will pay all expenses of such examination.

LEGAL ACTION

No action or proceeding against Canada Life concerning a claim may be started within sixty days of the date on which initial proof of the claim is given to Canada Life, or more than one year (or longer by law) after the end of the period when initial proof of claim is required.

PURPOSE OF THIS BOOKLET

These booklet pages are provided solely for the purpose of explaining the principal features of the Group insurance Plan. All rights with respect to your benefits as a member of the plan will be governed by the Group Policy issued by The Canada Life Assurance Company.

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