

THIS AGREEMENT is made and entered into this 20<sup>th</sup> day of

November 2006 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-O

Hereinafter referred to as the "Union"

of the second part

## ARTICLE I – PURPOSE OF AGREEMENT

### Section 1:

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

### Section 2:

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



## **ARTICLE II – RECOGNITION**

### **Section 1:**

- (a) The Company recognizes the Union as the sole and exclusive representative and bargaining agent for the Company's employees, as defined in subsection (b) hereof, for the purpose of collective bargaining in respect to wages, benefits, hours of work and other working conditions.
- (b) For the purpose of this agreement, the term "employee" shall not include Supervisors; persons above the rank of Supervisor; 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 Supervisor or other supervisory employee (except Supervisor 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 Supervisor 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 one (1) Shop Steward for each of the following departments and who would not necessarily be members of the Bargaining Committee:

- (1) Shipping      **(4)** Envirobase      (7) Work Centre B (Toyota/CAMI)
- (2) Receiving      (5) Mills Work Centre      (8) Work Centre C (Ford/Nissan)
- (3) Maintenance      (6) Work Centre A (GM)      (9) Work Centre D (Honda/Mitsubishi)

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 Supervisor; 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 Supervisor, 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. In all cases of layoffs and/or recalls, copies of such notices shall be provided to the Union at least 24 hours prior to being distributed to the affected employees.

**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 20, 2006 to November 15, 2009.

**Section 2:**

On a three shift operation basis, a premium of \$1.10 per hour will be paid for such work actually performed on the second shift and a premium of \$ 1.15 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 Supervisor to ensure the allowance money is readily available and paid at the time the overtime period begins.

Effective January 1<sup>st</sup>, 2007, the meal allowance shall be \$10.00. Such meal allowance will be included in the pay cheque following the work week in which such meal allowance is earned, in accordance with the requirements in paragraph one.

**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 Supervisor.

**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 Supervisor 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 I:**

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 20, 2006. 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 Supervisor 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 ½ hours and therefore agree that employees shall not be scheduled to work with less than a 6 ½ 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 three (3) 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 20, 2006 and located in Appendix C, 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.

The two **(2)** hour bonus pay shall not be applicable if notification to the Steward is done in the following manner;

The Steward has been notified in writing of weekend overtime requirements by 2:00PM on Thursday.

If the Steward is on an off shift and the Supervisor has made a sincere effort to contact the Department Steward by telephone, and this effort has been confirmed. If contact is made and it is required at that time, the Steward shall be authorized by the Supervisor to book people in accordance with Article VIII, Section 6. If it is not possible to contact the Steward by these means, the Chief Steward or President shall be notified and a designate shall be assigned to book the required personnel. It shall be the responsibility of the Steward to notify the Supervisor in writing of a contact telephone number for this purpose.

2. If a Department Steward does not wish to be contacted outside of their normal working hours, he/she shall contact the Chief Steward, who shall inform the Company in writing and the Steward's designate shall be utilized and the Steward shall be bypassed, in the case of item #1 above.
3. In the absence of both the Steward and the Stewards' designate, the Company shall contact the Local President and/or Chief Steward and arrangements shall be made to book the required personnel.

It is also agreed and understood that the designate may be contacted by the Supervisor to book weekday overtime when the Steward is either off shift or not readily available. In this instance, if the designate is unavailable, then the Local President and/or Chief Steward shall be contacted. It is always preferable to use the Steward for the booking of overtime and the use of the designate is meant to support, and not substitute, the role of the Steward in the overtime distribution process.

Should a holiday fall on a Friday, then the Steward notification period shall be 2:00PM on Wednesday.

## **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 I :-

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 Company will notify the Union should the Insurance carrier change. 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) I Ontario Health Insurance Plan.
  - 2. Supplementary Plan (Semi-Ward Coverage) effective the first day of the month following date of employment.
- (b) 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 20, 2006 the Weekly Indemnity cap to be increased to \$760 per week.
  - b. Effective December 1, 2007 the Weekly Indemnity cap to be increased to \$780 per week.
  - c. Effective December 1, 2008 the Weekly Indemnity cap to be increased to \$800 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 \$54,000 effective November 20, 2006 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 \$56,000 effective December 1, 2007.

Life Insurance for an amount of \$58,000 effective December 1, 2008.

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 \$54,000 effective November 20, 2006 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 \$56,000 effective December 1, 2007.

Accidental Death and Dismemberment for an amount of \$58,000. effective December 1, 2008.

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 subparagraph (i) are subject to the termination provision of sub-paragraph (h) above.

Note A:           Effective November 20, 2006 LTD maximum of \$2,450.  
                      Effective December 1, 2007 LTD maximum of \$2,525.  
                      Effective December 1, 2008 LTD maximum of \$2,600.

- (j) 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.

Employees who retire on or after December 1, 2006 will be provided with a death benefit of \$7,500 at no cost to the retired employee.

## **Section 3:**

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

## **Section 4:**

Employees holding a Class AZ license will be reimbursed for the cost of their Class AZ license renewals provided the employee uses the license while performing the duties of their job at the Clarkson Plant or provides back-up driving services when required. 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 31<sup>st</sup>:

25% of employees in each of the following departments: Mills Work Centre, Work Centre A (GM), Work Centre B (Toyota/CAMI), Work Centre C (Ford/Nissan), Work Centre D (Honda/Mitsubishi) and Envirobase.

Maintenance Department (full calendar year):

2 \* from Maintenance A or Millwrights

1 from 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 1<sup>st</sup> through May 31<sup>st</sup> time period, vacations in the Mills Work Centre, Work Centre A (GM), Work Centre B (Toyota/CAMI), Work Centre C (Ford/Nissan), Work Centre D (Honda/Mitsubishi) and Envirobase will be granted in accordance with operating requirements and employee requests.

Note: Partial numbers will be rounded up to the next whole number. (e.g. 2.1 persons will be rounded up to 3 people).

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:

| <b>DESIGNATED HOLIDAY</b> | <b>DATE OBSERVED</b>        |
|---------------------------|-----------------------------|
|                           | <b>1<sup>st</sup> Year</b>  |
| Christmas Day             | Monday December 25, 2006    |
| Boxing Day                | Tuesday December 26, 2006   |
| Floater                   | Thursday December 28, 2006  |
| New Year's Day            | Monday January 1, 2007      |
| Day After New Year's Day  | Friday December 29, 2006    |
| Good Friday               | Friday April 6, 2007        |
| Victoria Day              | Monday May 21, 2007         |
| Floater                   | Friday June 29, 2007        |
| Canada Day                | Monday July 2, 2007         |
| Civic Holiday             | Monday August 6, 2007       |
| Labour Day                | Monday September 3, 2007    |
| Thanksgiving Day          | Monday October 8, 2007      |
|                           | <b>2<sup>nd</sup> Year</b>  |
| Floater                   | Monday December 24, 2007    |
| Christmas Day             | Tuesday December 25, 2007   |
| Boxing Day                | Wednesday December 26, 2007 |
| New Year's Day            | Tuesday January 1, 2008     |
| Day After New Year's Day  | Monday December 31, 2007    |
| Good Friday               | Friday March 21, 2008       |
| Victoria Day              | Monday May 19, 2008         |
| Floater                   | Monday June 30, 2008        |
| Canada Day                | Tuesday July 1, 2008        |
| Civic Holiday             | Monday August 4, 2008       |
| Labour Day                | Monday September 1, 2008    |
| Thanksgiving Day          | Monday October 13, 2008     |

**3<sup>rd</sup> Year**

|                          |                            |
|--------------------------|----------------------------|
| Christmas Day            | Thursday December 25, 2008 |
| Boxing Day               | Friday December 26, 2008   |
| New Year's Day           | Thursday January 1, 2009   |
| Day After New Year's Day | Friday January 2, 2009     |
| Good Friday              | Friday April 10, 2009      |
| Victoria Day             | Monday May 18, 2009        |
| Canada Day               | Wednesday July 1, 2009     |
| Floater                  | Thursday July 2, 2009      |
| Floater                  | Friday July 3, 2009        |
| Civic Holiday            | Monday August 3, 2009      |
| Labour Day               | Monday September 7, 2009   |
| Thanksgiving Day         | Monday October 12, 2009    |

**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 twelve (12) months to their pre-bumping classification.

- (b) All vacancies in respect of existing or new positions, except in cases of temporary transfer, shall be posted on the bulletin boards for five **(5)** working days, and employees may bid for such position during that period. Employees absent from work due to Weekly Indemnity, W.C.B. or L.T.D. would only be awarded job postings provided they are scheduled to return to work within ten **(10)** working days from the date the posting is removed. It is the employee's responsibility to apply for the job posted within the designated posting period. It



is understood that Tradespersons shall not have the right to bid on permanent postings outside of the skilled trade classifications. 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 a bargaining unit employee, commencing with the least senior employee of the bargaining unit (excluding Tradespersons). Should more than one position need to be filled, it will be accomplished in order of reverse seniority (eg: 1<sup>st</sup> lowest in seniority, 2<sup>nd</sup> lowest in seniority and so on). It is understood that an employee can only be appointed once per every six (6) month period. For example: An employee is placed into a position in January. In April another position becomes available. As six (6) months has not yet passed, the employee who is second lowest in seniority (excluding Tradespersons) would be placed into the position.

(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.

For the purpose of this section, all intermittent transfers to a particular classification within a department shall be considered as part of the transfer and duration, if the time between such transfers is five (5) working days or less.

(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 classification of 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. Tradespersons

shall not have the right to bid on temporary postings outside of the trade classifications.

- (f) An employee shall retain seniority in the former classification during the term of any temporary transfer or posting.
- (g) Students, hired by the Company to work during the periods of regular employee vacations, may be assigned by the Company to work in any department. They may also be transferred by the Company to other departments, due to vacations or illness, as required to maintain a satisfactory level of production throughout the factory. Students will not be permitted to bid on any job postings. The Company agrees that hiring of such students shall be limited to the period of April 1 to October 1. No summer students shall be employed in the Bargaining Unit when full-time employees are on lay-off. No students shall be permanently assigned to work in the same department as their immediate family members who are full time employees.
- (h) Employees will not be permitted to disqualify themselves following the removal of a job posting. In the event an employee is unable to perform the duties of a new job within a reasonable period of time after being transferred to the new position, such employee may be disqualified by the Company and returned to the former position. 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 \$200 in each calendar year. The purchase of insoles is allowed as part of the safety shoe allowance and must be used for work purposes. 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 management personnel or their designate(s).

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 28<sup>th</sup> 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 Supervisor 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 Supervisor is not satisfactory to the Union, or if the Supervisor 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 I:**

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 20th, 2006, and remains in force and effect until 11:59 p. m. November 15th, 2009, 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 20<sup>th</sup> day of November 2006.

Executed on behalf of:

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

T. Gallagher \_\_\_\_\_  
R. Woolridge \_\_\_\_\_  
J. Arsenault \_\_\_\_\_  
L. Munroe \_\_\_\_\_  
S. Gilliam \_\_\_\_\_  
D. van Nostrand \_\_\_\_\_

Executed on behalf of:

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

M. Frank \_\_\_\_\_  
P. Williams \_\_\_\_\_  
T. Sutherland \_\_\_\_\_  
C. McNally \_\_\_\_\_  
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 Maintenance A, as of November 29, 1991, will be eligible to progress to the Tradesperson Classification provided they obtain certification as set out by the Ministry of Skills & Development.  
  
(b) Maintenance vacancies will be posted as stated in Article XIII, Section 4 (b), of the Collective Agreement. Should no qualified candidates exist internally, the Company may fill the vacancy by:
  - i. Hiring outside; or,
  - ii. 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. Re: STUDENTWAGES  
  
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.
  
6. 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.
  
7. 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**

| <u>DEPARTMENT</u>                          | <u>HOURLY RATE</u> |
|--|--------------------|
| <b><u>MAINTENANCE DEPARTMENT</u></b>       |                    |
| Tradesperson Millwright Leader             | \$30.31            |
| * Tradesperson Millwright                  | \$28.53            |
| Instr./ Electrician Leader                 | \$32.18            |
| Electrician                                | \$28.53            |
| Maintenance A                              | \$26.47            |
| * Maintenance Storekeeper                  | \$24.72            |
| General Helper Leader                      | \$25.49            |
| * General Helper                           | \$24.21            |
| Waste Handler Leader                       | \$25.61            |
| *Waste Handler                             | \$24.40            |
| <b><u>WORK CENTRE DEPARTMENTS</u></b>      |                    |
| Mills Work Centre Leader                   | \$27.07            |
| *Mills Work Centre Operator                | \$25.86            |
| Work Centre A Leader (GM)                  | \$27.07            |
| *Work Centre Operator (GM)                 | \$25.86            |
| Work Centre B Leader (Toyota/CAMI)         | \$27.07            |
| *Work Centre B Operator (Toyota/CAMI)      | \$25.86            |
| Work Centre C Leader (Ford/Nissan)         | \$27.07            |
| *Work Centre C Operator (Ford/Nissan)      | \$25.86            |
| Work Centre D Leader (Honda/Mitsubishi)    | \$27.07            |
| *Work Centre D Operator (Honda/Mitsubishi) | \$25.86            |
| Production Janitor                         | \$23.76            |
| <b><u>ENVIROBASE DEPARTMENT</u></b>        |                    |
| Envirobase Leader                          | \$27.07            |
| * Envirobase Operator                      | \$25.86            |
| <b><u>SHIPPING DEPARTMENT</u></b>          |                    |
| Shipping Leader                            | \$25.61            |
| * Warehouse Operator                       | \$24.40            |
| Truck / Shunt Driver Leader                | \$26.39            |
| * Shunt Driver                             | \$24.72            |



**REC JG**

|  |         |
|--|---------|
| Receiver-Storekeeper Leader            | \$25.61 |
| * Receiver-Storekeeper                 | \$24.40 |
| Stock Handler-Lift Truck Driver Leader | \$25.61 |
| * Stock Handler-Lift Truck Driver      | \$24.40 |
| Warehouse Stock Handler Leader         | \$25.61 |
| * Warehouse Stock Handler Operator     | \$24.40 |

A lump sum payment of \$1,500 less applicable taxes for employees of record as of November 20<sup>th</sup>, 2006 to be paid on the third pay period following ratification of this agreement to employees actively at work.

A lump sum payment of \$1,500 less applicable taxes for employees of record as of November 19<sup>th</sup>, 2007 to be paid on the second pay period following this date to employees actively at work.

A lump sum payment of \$1,500 less applicable taxes for employees of record as of November 17<sup>th</sup>, 2008 to be paid on the second pay period following this date to employees actively at work.

**\*POSTED POSITIONS**

**NOTES:**

1) If a position that was previously removed from this Schedule is reintroduced as it previously existed (covering the same job duties), the rate of pay will be the same as prior to its elimination plus any increases, in said rate, that accumulated after its elimination.

2) The customers are included for each work centre for clarification purposes only. The identification of Work Centre customer(s) is subject to change at management's discretion.

**\*\*SUMMER STUDENTS**

|                       |         |
|-----------------------|---------|
| Student A             | \$14.54 |
| Student B - Returnees | \$14.79 |

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 Supervisor 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.

The Union and the Company agree that for the purpose of the Ontario Occupational Health & Safety Act (OH&SA) that the classification of Leader, and those employees within those classifications are workers referred to in the OH&SA – Duties of Workers – Part III, Section 28. It is not, and it has not been the intent of the parties, to deem those employees as Supervisors for the the purpose of the OH&SA.

## **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-O ("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.

## APPENDIX C - OVERTIME POLICY

A copy of the weekly record of overtime hours will be posted in their respective departments. This record is not to be altered in any way by anyone other than the Steward or the Steward's designate. Anyone caught doing so will be subject to discipline under the C.E.P by-laws.

2. The only time in which overtime hours will revert back to zero will be January 1st of each year.
3. The person with the lowest hours in the department will have the choice of which shift they work.

You shall be given 10 minutes to decide whether you wish to work or not. It is the responsibility of the person being asked to contact the Steward with an answer within the 10 minutes.

If the person does not work, the first decline will be considered to be for the first available shift. If their hours are low enough, and there are openings available on subsequent shifts, they shall be charged accordingly. For the purposes of this section, shifts, which are touching, will be considered one shift. (Friday midnight/Saturday day, Sunday day / Sunday afternoon.)

In the case of Weekend Overtime, once an individual has agreed to work a particular shift s/he shall not be permitted to switch that shift with another individual.

Once booked into one department, you are unavailable to work in another.

4. People on vacation Monday through Friday during the week will not be entitled to work overtime during that week, including the weekend.

People on vacation other than Monday through Friday will be considered eligible for weekend overtime based on the 6 1/2 hour rule from their last scheduled shift worked or till the next scheduled shift to be worked. For the purposes of this section a Statutory Holiday shall be considered a workday. People on Vacation other than Monday through Friday shall contact their Steward or designate by 3:00 PM Thursday in order to be booked for weekend overtime.

5. People who are on temporary transfers, vacation, or are off-site are responsible for contacting their Stewards if they wish to work overtime. It is the responsibility of the person wishing to work overtime to confirm the booking with their Steward, Steward's designate or the Chief Steward (otherwise it's a no, charge and bypass, no triple charge).

6. People on temporary job postings are entitled to work overtime only in their new department, other than through the plant master list (out of department overtime). Overtime in their old department will be calculated as if they were absent.
7. People on temporary job transfers are entitled to work overtime in either department. Should they choose to work in their new department, they shall be charged for any hours worked over and above what they were entitled to work in their old department. For example, an individual is offered 8 hours in their old department. They turn this down and work 12 hours in their new department. Individual is charged 12 hours in their old department.
8. People on modified duties who are restricted from working overtime shall have their hours calculated as if absent.
9. People on suspension shall have their hours calculated as if they were absent
10. Individuals being paid overtime by the Company will be charged for those hours whether it is production related or not. This includes out of department overtime with the exception of people working in their new department while on a temporary posting.
11. An individual may not be charged for turning down late notice overtime. Late notice overtime will be defined as follows:
  - I. Overtime which is offered, when the individual is already working the shift where the overtime is available, or
  - II. Overtime, which is offered, where short notice pay applies.
12. An individual shall not be charged for turning down overtime in order to attend a Union sanctioned event. In the case of a Union meeting held on a Saturday, this includes turning down the Friday midnight shift. At the time of booking the overtime, the individual will be charged. On the following Monday, provided the individual has attended the function, s/he will be credited back the eight hours. In the case of a Union meeting, the individual must attend at least half of the meeting. A person who accepts weekend overtime then cancels and attends the Union Meeting will be charged with the hours they originally accepted.
13. In the event that Company paid, non-production related overtime is offered while production overtime is offered; the individual will be charged only for the hours of non-production related overtime should they choose to attend. For example, Saturday overtime of 8 hours is available. The individual is also asked to attend a four-hour Fire Brigade meeting on the Saturday. The individual turns down the production overtime and attends the Fire Brigade meeting. The individual is charged four hours. If s/he turns down both, s/he will be charged for the productions hours. if the meeting is for four hours and the person leaves

prior to the conclusion of the meeting, they will be charged in accordance with Article VIII, Section 5 of the Collective Agreement. It is understood that the company controls the length of the meeting.

14. All overtime hours accumulated outside of the department shall be added on at 11:00 p.m. on the Sunday following receiving the information from the Chief Steward. This would include any overtime paid which is not worked in the department and triple charging.
15. In the event that an individual receives straight time "bonus" hours (hours which the individual is paid but did not work), s/he will not be charged for those hours.
16. People requesting to be called at home for overtime inside of their own department shall be responsible for leaving their current telephone number with the appropriate Steward.
17. People requesting to be called at home for overtime outside of their own department shall be responsible for leaving their current telephone number with the Chief Steward.
18. When people are called at home, they will be passed over for any one of the following reasons:
  - I. if there is no answer.
  - II. If the phone is answered by an answering machine.
  - III. If the line is busy for more than 10 minutes.
  - IV. If, for whatever reason, the Steward, Steward's designate, or the Chief Steward is unable to get a definite yes or no answer.

Note: Once the Steward, Steward's designate, or Chief Steward has been given a yes answer, the individual will be booked accordingly and will also be charged triple if the individual fails to show up. A yes or no answer will be accepted from anyone who answers the phone.

19. People who miss scheduled overtime will be charged triple the amount of the hours missed, regardless of excuse. If eight hours are scheduled and the individual only works four, s/he will be charged sixteen hours.
20. The only way in which a person may avoid being triple charged for missed overtime shall be if the individual notifies the Steward or designate and a replacement is booked.

Also, if everyone in the effected department has already been asked. In the case of out of department overtime, "the effected department" shall be those people who had indicated they wished to work out of department overtime.



21. Stewards are responsible to assign weekend overtime as soon as they receive notice from their Supervisor, then pass on any relevant information, (people required for their department or people available to work in other departments), to the Chief Steward by 8:00 am Friday morning, so that the Chief Steward may book the out of department overtime accordingly.

People wishing to work out of department overtime must go through their Steward or designate. Directly notifying the Chief Steward or his/her designate will not be recognized or accepted.

22. Each Steward will be responsible to designate someone to look after the overtime hours in his or her absence. The Steward will inform the Chief Steward and all in the affected department as to who the individual will be.
23. Only the Chief Steward, or his/her designate shall book out of department overtime.
24. In order for a department, as a whole, to deviate from these rules, it must have the signed agreement of 75% of the regular members of the department and the Chief Steward's approval to do so. In all other cases, if one person in the department complains, these rules must be followed.
25. In any dispute, relating to the interpretation and/or application of these rules, the outcome shall be decided by the Chief Steward; his/her decision shall be final and absolute.

Effective: November 20, 2006

John Arsenault

Chief Steward – C.E.P Local 200-O

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