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EFF.	96	07	01
TERM.	99	06	30
No. OF EMPLOYEES	25		
NOMBRE D'EMPLOYÉS	SA		

Agreement

between

PPG CANADA INC.

and the

**National Automobile, Aerospace,
Transportation and General
Workers Union of Canada,
(C.A.W. - Canada)**

and its

**LOCAL 1661
(T.O.P.)**

**Affiliated with the Canadian
Labour Congress**

July 1, 1996 to June 30, 1999

**CAW  TCA
CANADA**

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MEMORANDUM OF AGREEMENT

THIS AGREEMENT made
and entered into this July 1, 1996

BY AND BETWEEN

PPG CANADA INC. (HAWKESBURY PLANT)
hereinafter called the "**Company**"
OF THE FIRST PART

and

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

and Local 1661 C.A.W., hereinafter called the
"Union" **OF THE SECOND PART**

TABLE OF CONTENTS

Article	Page
1 Recognition	4
2 Management Functions	5
3 Union Security	6
4 Strikes and Lockouts	7
5 Non-Discrimination and Non-Interference	7
6 Union Activities	8
7 Notices and Announcements	8
8 Union Representation	9
9 Meetings	10
10 Leave of Absence	11
11 Grievance Procedure	12
12 Disciplinary Procedure	15
13 Notification of Absence from Work	16
14 Seniority	17
15 Loss of Seniority	18
16 Lay-Off and Recall	19
17 Promotions and Transfers	21
18 Hours of Work	24
19 Overtime	25
20 Shift Premium	28
21 Jury Duty Pay	29
22 Bereavement Pay Plan	30
23 Holiday Pay Plan	31
24 Vacations with Pay Plan	33
25 Salaries	35
26 Cost of Living Allowance	38
27 Preferential Hiring	39
28 Relocation Allowance	40
29 Emergency Work Call-In Pay	41
30 Safety and Health	42
31 Printing of Agreement	42
32 Pension and Insurances	42
33 Modification, Renewal and Termination	44

Article	Page
Appendix A - Classification	45
Appendix B. - Salary Schedules	46
Effective July 1, 1996	46
Effective July 1, 1997	46
Effective July 1, 1998	47
Appendix C. - Union Representation	47
Letters of Understanding	47
1. "Paid Education Leave"	48
2. "Tuition Assistance"	49
3. "Grievance Procedure National50 Representative	50
4. "Employees Request to Review Personal Work History Folder"	51
5. "Sexual Harassment"	52
6. "Aids in the Workplace"	53
7. "Key Positions- Qualifications"	54
Supplemental Unemployment Benefit Agreement	55
Exhibit I - Supplemental Unemployment Benefit Plan	60
Exhibit II - Separation Payment Plan	83
Exhibit III -Worker Severance Plan (WSP)	90

ARTICLE 1

RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive bargaining agent on behalf of all clerical, office and technical employees of the Company at Hawkesbury, Ontario, save and except Supervisors, persons above the rank of Supervisor, private Secretary to the Plant Manager, Secretary to the Director, Human Resources, Secretary to the Superintendent, Manufacturing Services and Plant Engineer, students employed during school vacation period and persons regularly employed for not more than twenty-four (24) hours per week.
- 1.02 The Company will advise the Chairman of the Union Office Committee in writing in advance of the employment of students during school vacation period, and of persons employed regularly for not more than twenty-four (24) hours per week. Moreover, the Company will endeavour to advise the Union in advance of positions created by a temporary condition as defined in Article 17.05 of the Collective Agreement.
- 1.02 Throughout this Agreement, where the masculine pronoun is used to represent an employee, it is understood and agreed that it is applicable to all employees.
- 1.03 All persons excluded from the terms of this Agreement shall not be permitted to perform work on any job encompassed by the bargaining unit, except in the following situations:
- a) In an emergency, when qualified employees are not available.
 - b) On experimental work when such experimental work is not a function of bargaining unit employees.

- c) In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

Supervisory and other non-bargaining unit personnel may be required to perform work which may be the same as that performed by employees covered by the Collective Agreement, provided such work will be kept to a minimum and that Supervisors and non-bargaining unit personnel will not perform work that would result in the displacement of an existing position within the bargaining unit, or the exclusion of bargaining unit employees from overtime work or from recall from layoff.

Supervision will notify the Chairman of the Office Union and Negotiating Committee of the nature and scope of all such work prior to its performance.

ARTICLE 2

MANAGEMENT FUNCTIONS

- 2.01 The Union acknowledges that it is the right of the Company to:
- a) Maintain order, discipline and efficiency.
 - b) Hire, promote, demote and transfer employees.
 - c) Suspend, discipline or discharge, for just cause, any employee, subject to the right of the employee to submit a grievance.
 - d) Operate and manage its business in all respects in accordance with its obligations, and to make and alter from time to time, rules and regulations to be observed by employees which rules and regulations shall not be inconsistent with the provisions of this Agreement.

- e) Determine the number and locations of plants, the products to be manufactured, methods of manufacturing, schedules of production, types and locations of machines and tools to be used, processes of manufacturing and assembling the engineering and designing of its products, and the control of materials and parts to be incorporated in the products produced.

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

ARTICLE 3

UNION SECURITY

- 3.01 Employees covered by this Agreement shall be required to become members of the Union and pay Union dues and initiation fees as a condition of employment.
- 3.02 1. Each employee shall have deducted from the weekly pay the weekly union dues or an equivalent sum. The amounts so deducted shall be such sums as may from time to time be assessed by the Union on its members in accordance with the Constitution and Bylaws of the National Union and the Local Union.
2. Each new employee shall at the completion of his probationary period have deducted from his pay the Union initiation fee. The amount so deducted will be in accordance with the Constitution and Bylaws of the National Union and the Local Union.
3. The Financial Secretary of the Local Union will notify the Company in writing of any change in the amount of union dues and/or initiation fees that may from time to time take place.

4. The Company agrees to forward to the Financial Secretary of the Local Union by cheque each month, not later than the 15th day of the month following the month in which the deductions were made, the amount deducted and also a list of the employees, from whom the deductions were made, together with a list of eligible employees from whom deductions could not be made as such employees were not eligible for deductions at the time of the last pay period.
5. The Company agrees that new employees upon hiring will be given a copy of the Agreement together with a Union membership application card.
6. The Company also agrees that all employees will have included the total amount of Union dues deducted for the calendar year on the T4 slip supplied to each employee for income ~~tax~~ purposes.

ARTICLE 4

STRIKES AND LOCKOUTS

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

ARTICLE 5

NON-DISCRIMINATION AND NON-INTERFERENCE

- 5.01 The Company and the Union agree that no employee shall in any manner be discriminated against, coerced or restrained because of membership or non-membership in a labour or labour

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

ARTICLE 6

UNION ACTIVITIES

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

ARTICLE 7

NOTICE AND ANNOUNCEMENTS

- 7.01 Union bulletins and notices, when approved by the Director, Human Resources of the Company or his designate, may be posted on bulletin boards provided by the Company, and the Union agrees that no pamphlet, circular or petition shall be distributed to or presented in the plant or offices to employees during working hours without the approval of a sample by the Director, Human Resources of the Company or his designate.

ARTICLE 8

UNION REPRESENTATION

- 8.01 The Company will recognize a Union Office and Negotiating Committee consisting of a Chairman from one of the departments outlined in Appendix "C", and one Committee Member from another department outlined in Appendix "C", and two (2) Alternate Members. The Alternate Committee Members shall act as substitutes for the specified regular Committee members only in the event that the latter are absent or unable to act.

In the event of overtime or the implementation of a shift where the Chairman or Committee Member is not at work the Union may designate one of the employees working on such overtime or shift to act as Union Representative for the duration of the overtime or shift.

The Chairman of the Union Office and Negotiating Committee and Committee Member shall be employed on a day shift during his term of office whenever it is practical.

- 8.02 it is agreed that employees shall not be eligible to serve on the Union Office and Negotiating Committee until they have completed their probationary period.

- 8.03 It is recognized who acts as Union Representatives as defined in subsection 8.01 above, have regular duties to perform as employees of the Company. Before leaving his job in connection with Union business, a Union Representative will obtain the permission of his Supervisor, which shall not be unreasonably withheld. He will also report to his Supervisor on his return. Any Union Representative who is privileged by agreement to take up Union business in another department

than his own will first report to the Supervisor of that department.

- 8.04** A Union Representative as defined in subsection 8.01 shall be permitted, during regular working hours and without loss of time or pay to leave his regular duties for a reasonable length of time, for the purpose of attending to matters covered by this Agreement.
- 8.05** Whenever, in the opinion of Management, more than a reasonable period of time is being taken by the Chairman or a Committee Member to function in accordance with 8.03 and 8.04 above, Management may decline to approve payment for such period of time as it may consider to be excessive.

ARTICLE 9

MEETINGS

- 9.01** Unless otherwise agreed, meetings between Company Representatives and the Union Office and Negotiating Committee shall be held within five (5) working days from the time of receipt of a detailed agenda, written or typewritten, submitted by the party requesting the conference and outlining the matters to be discussed during the meeting.
- 9.02** At any such meeting the Union Office and Negotiating Committee shall be entitled to have present with them a Representative or Representatives of the National or Local Union Office.
- 9.03** Unless otherwise agreed, the party in receipt of the agenda will reply in writing to each of the items on the agenda discussed at such meeting within five (5) working days.

- 9.04 Union Representatives as defined in Article 8.01 shall be paid for that part of the regularly scheduled working hours devoted to attendance at such meetings and meetings held with the company to negotiate wage or Collective Agreement adjustments.
- 9.05 Payment will be made at their straight time earned rate for all meeting hours held pursuant to the provisions of Sections 9.01 and 9.04 above Sundays through Saturdays inclusive, including holidays recognized in Article 23 of the Collective Agreement.

ARTICLE 10

LEAVE OF ABSENCE

- 10.01 An employee may request in writing, a leave of absence without pay for legitimate reasons and, if such leave of absence is granted in writing, seniority shall continue to accumulate during the absence. Time off in lieu of vacation will not be granted as leave of absence. Employees failing to return within the three (3) full working days after the expiration of a leave of absence will be considered to have voluntarily terminated their employment, unless they are able to give the Company a satisfactory reason for their failure to return to work. The Chairman of the Union Office Committee will be advised of leaves of absence.
- 10.02 An employee who willfully misrepresents the facts on which a leave of absence is granted will subject himself to disciplinary action or discharge.
- 10.03 An employee of the Company who is elected or appointed by the Union to engage in Union activity will, wherever possible, be granted a leave of

absence in writing for a period not to exceed one (1) full year, subject to extension, provided the Union has notified the Company in writing at least ten (10) working days in advance of such leave of absence. Members of the Union Office Committee will be granted leave of absence for Union business upon reasonable notice to the Company. Seniority will be accumulated during such leave.

ARTICLE 11

GRIEVANCE PROCEDURE

It is the desire of the parties hereto that any dispute arising out of the provisions of this Collective Agreement shall be adjusted as quickly as possible and shall be settled as follows:

11.01 Step 1

If an employee has any complaint or question which might result in a written grievance, he may be accompanied by a Union Representative to discuss the matter with the Supervisor concerned.

11.02 Step 2

An employee having complied with the above provision who wishes to lodge a written grievance, shall be entitled to have the assistance of a Union Representative in preparing such grievance on forms supplied by the Company. The Union Representative shall take it up with the Supervisor who shall give an answer in writing within three (3) working days of the presentation of the grievance, unless otherwise agreed. It shall be optional to the Company to decline to consider any grievance, the alleged circumstances of which occurred more than five (5) working days prior to its presentation except in the case of a

grievance claiming failure on the part of the Company to give the required notice of recall, in which instance, the period of time shall be thirty (30) days. Probationary employees are entitled to lodge a grievance in the same manner, and to the same extent as regular employees, except with respect to their separation from employment.

11.03 Step3

Failing a satisfactory settlement of the grievance, the grievance may be presented within three (3) working days from the Supervisor's disposition above to the Director, Human Resources to be taken up at a meeting between Management Representatives and the Union Office Committee, which meeting will be held within five (5) working days from receipt of the grievance. Unless otherwise agreed, Management shall render its decision in writing to the Chairman of the Union Office Committee within five (5) working days following the meeting.

- 11.04** If the decision of Management is not satisfactory to the employee concerned, the Chairman of the Union Office Committee may, be serving written notice within fifteen (15) days on which Management's decision was received, appeal therefrom to an impartial umpire selected by the Company and the Union. If the Company and the Union cannot agree within five (5) working days on an umpire, the Minister of Labour of the Province of Ontario shall be requested to select one.

The decision of the umpire shall be final and binding on both parties. The fees and expenses of the umpire shall be shared equally by the parties hereto.

- 11.05** The Union or the Company may file a Policy Grievance. Such Policy Grievance will be taken up at a meeting between Management and the Union Office Committee within ten (10) working

days after the date of filing of such grievance by either party. A reply to such grievance must be given in writing within five (5) working days following such meeting. If the grievance is not resolved as a result of this meeting either party may refer the matter to arbitration in accordance with Article 11.04. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance.

- 11.06** An employee with seniority, who is discharged, may present a grievance in writing through the Union Office Committee to Management within three (3) working days of the employee's receipt and render a decision within three (3) working days after such review. If the decision of Management is not acceptable to the aggrieved, the grievance may be appealed to the umpire as herein provided.
- 11.07** No matter may be submitted to an umpire which has not been properly carried through all previous stages of the grievance procedure, and no person may be appointed as an umpire who has taken part in an attempt to negotiate or settle the grievance.
- 11.08** When a grievance which affects the rates of pay of an employee is settled in a manner which involves a change in rate, such change shall be limited retroactively up to but not to exceed sixty (60) calendar days prior to the date on which the grievance was first submitted in writing to the Company.
- 11.09** At any stages of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses and all reasonable ar-

rangements will be made to permit the conferring parties to have access to the office to view disputed operations and to confer with necessary witnesses.

- 11.10 An arbitrator shall not alter, add to, subtract from, modify or amend any part of this Agreement. He shall, however, in respect of a grievance involving the suspension or discharge of an employee, be entitled to modify or set aside such penalty, if, in the opinion of the arbitrator, it is just and equitable to do so.

ARTICLE 12

DISCIPLINARY PROCEDURE

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

If such employee is a Union Representative he will be notified of his right to have another Union Representative present at such an interview.

- 12.02 Any employee who has been suspended or discharged shall be advised in writing of the reason, and before he is required to leave the plant he shall be permitted an interview with the Union Office Chairman and/or a Committee Member in an office designated by Management.
- 12.03 Notice of disciplinary action (including the issuance of a written warning) must be given or mailed within a reasonable time not to exceed three (3) working days from the day of the offense, except in cases where the Company is unable to take

such action within this period because the offense did not and could not reasonably have been known to the Company within such a period. In such cases the Company must take disciplinary action within three (3) working days of the date on which the offense was discovered, provided it is proved the employee is at fault.

- 12.04 Any written warning will remain against that employee's record for a period of eighteen (18) calendar months, after which it will be destroyed and not be used against him.
- 12.05 The Union Office Chairman and Committee Member will be given or mailed a copy of any written warning or notice of suspension or discharge as referred to in 12.03 above issued to an employee as soon as possible but in no event later than one working day of twenty-four (24) hours after issuance of such warning or notice to the employee.

ARTICLE 13

NOTIFICATION OF ABSENCE FROM WORK

- 13.01 An employee when absent shall be required to notify the Plant Guard, the Human Resources Department, or his Supervisor, as soon as possible before the starting time of his first day of absence. A minimum of one (1) hour's notice will be given, wherever possible. Failing such notification, the absence may be considered unjustified.

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

ARTICLE 14

SENIORITY

- 14.01 Fundamentally, rules respecting Seniority are designed to provide to employees an equitable measure of security based on length of continuous service with the Company except as otherwise provided for in this Agreement.
- 14.02 An employee shall acquire seniority rights when he has worked a total of seventy (70) working days within any period of twelve (12) consecutive months.
- 14.03 An employee shall be a probationary employee until he has acquired seniority rights at which time he shall become a regular employee. The retention of probationary employees shall be solely at the discretion of the Company. There shall be no seniority among probationary employees.
- 14.04 An employee transferred out of the bargaining unit after the effective date of June 16, 1976, and who is thereafter transferred again to a position included in the bargaining unit shall return to the bargaining unit with a seniority date that represents the seniority he had accumulated immediately prior to his transfer out of the bargaining unit, except that, where any single-period of time spent outside the bargaining unit is six (6) months or less, such time will not be excluded.
- 14.05 The Company will post in suitable locations, seniority lists showing the name, classification and seniority of each employee in the bargaining unit and will revise the list every six (6) months, as required. Each Union Representative will be provided with a copy of the seniority list.

ARTICLE 15

LOSS OF SENIORITY

- 15.01 An employee shall lose his probationary time and his seniority, have his employment terminated and his name shall be removed from the seniority list for any of the following reasons:
- a) If any employee voluntarily terminates his employment with the Company.
 - b) If the employee is discharged and such discharge is not reversed through grievance procedure or otherwise.
 - c) If a laid off employee is notified at his address on record with the Company to return to work and fails to return as scheduled unless within ten (10) working days following the scheduled recall he furnishes the Company in writing with a satisfactory explanation for the period of his absence.
 - d) If an employee fails to return to work on completion of leave of absence authorized pursuant to Article hereof.
 - e) If an employee is absent from work for three (3) or more consecutive work days without notifying his Supervisor, the Human Resources Department, or the Plant Guard and failing then to furnish the Company with a satisfactory explanation.
 - f) If an employee is laid off for thirty-six (36) consecutive calendar months or for a continuous period equal to seniority he had acquired at the time of the beginning of such layoff, whichever is greater.
 - g) Retires or is retired.
- 15.02 An employee convicted of an offense as formerly covered under the Highway Traffic Act prior to the

effective date of this Agreement and who is absent from work for a period not exceeding thirty (30) days as a result of such conviction shall be treated as though he were on leave of absence without pay subject to ~~the~~ Company's right to take disciplinary action against such an employee.

However, in the event of subsequent absences for similar reasons within a two (2) year period. leave of absence will be granted at the discretion of the Company.

- 15.03 In the event that an employee quits, the Company will notify the Chairman of the Union Office Committee and will delay processing the termination for a period of 24 hours following such notification. If, during this period of 24 hours, the employee decides to remain with the Company, his reasons for quitting will be reviewed and his resignation will be rescinded, in which case he will be retained with **full** seniority rights.

ARTICLE 16

LAY-OFF AND RECALL

- 16.01 In the event of a reduction of available work in any classification, the employee in such classification having the least amount of seniority may be laid off for period or periods up to thirty (30) calendar days accumulative in any contract year. Prior to the expiry of the thirty (30) calendar days, Company Representatives and the Office Union and Negotiating Committee will confer to make satisfactory arrangements with a view to employing such laid off employee consistent with his seniority in accordance with the following procedure, providing in each case that the employee affected is able and willing and has the qualifications to do the work of the employee to be laid off.

- 16.02 The affected employee shall displace the junior employee in a classification previously held by the affected employee, provided in each case, the affected employee is able and willing and has the qualifications to do the work of the employee to be laid off.
- 16.03 In the event the affected employee is unable to displace an employee as provided in 16.02 above, he shall displace the junior in a salary level which is at the same or one (1) level below the salary level by the affected employee, or failing that he shall displace the junior employee in successively lower levels and must accept the first job to which his seniority entitles him.
- 16.04 In the event the affected employee is unable to displace an employee as provided in 16.02 of 16.03, he shall continue to be laid off.
- 16.05 In order to carry out the intent of this section, the Company shall first lay off probationary employees in the event of a reduction of available work, provided that employees are qualified to do the work of the employees to be laid off.
- 16.06 When there is an increase in the work force laid off employees will be recalled in accordance to the reverse of lay off procedure provided they are able and willing and have the qualifications to perform the available work, and that such layoff is less than twelve (12) consecutive months.
- In the event such layoff is more that twelve (12) consecutive months, an increase in the workforce will be performed in accordance with Article 17.03.
- 16.07 In the event of a layoff, a list of employees to be **laid** off will be made available to the Union Office Chairman and the Company will give employees five (5) working days advance notice of layoff.

16.08 Notwithstanding their seniority status, the Chairman of the Office Union and Negotiating Committee and the Committee Member shall be continued at work when work is available in the bargaining unit, provided they are able and willing and have the qualifications to do the work of the employees to be laid off.

16.09 Notwithstanding other provisions of this Article, in the event of a layoff in a classification with two (2) or more incumbents which is known at the time to be of a temporary period of two (2) weeks or more but not exceeding sixty (60) days, the parties may confer to mutually arrange a layoff on the basis of inverse seniority.

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

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

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

ARTICLE 17

PROMOTIONS & TRANSFERS

17.01 A promotion is any transfer to a permanent opening in a higher salary level. A transfer is any

change of classification to a lower level or a lateral change of classification at the same level.

Promotions and transfers shall be based on ability and seniority. If the ability of employees being considered for promotion or transfer is relatively equal, the employee with the greatest seniority will be entitled to the preference.

- 17.02 Employees, other than probationary employees, covered by this Agreement, who are desirous of consideration for promotion or transfer may make such preference known through the Human Resources Department by making application in writing on a form supplied by the Company. The employees will be given a copy of the application.

All applications for promotion or transfer will become cancelled on the first day of January of each year; however, an employee who desires to renew his application(s) may do so.

- 17.03 The Company will notify employees of job openings by posting a notice for two (2) working days to give employees an opportunity to file application for such vacancy if they already have not done so. It is understood and agreed that a subsequent vacancy created by the selected applicant will not be subject to posting but will open to eligible employees who have application on file at the Human Resources Department for such vacancy.

The Chairman of the Union Office Committee will be notified in writing of any job opening to be posted under the Article, such notification to be given at least two (2) hours prior to posting.

- 17.04 It shall be optional to the Company to consider the application of an employee, referred to in 17.02, who has been employed in his then current classification for a period of less than six (6) months.

- 17.05 The provisions of Article 17, Promotions and Transfers, shall not apply to positions created by a temporary condition of not longer than six (6) months. However, this period may be extended by mutual agreement of the parties. Such positions shall not be regarded as promotional or transfer opportunities.
- 17.06 If a promoted or transferred employee has demonstrated that he has not the necessary skills and ability to perform the work required, the Company shall retain the right, during the first three (3) months on the job, to remove such employee from the job and he will be returned to his former job. An employee affected as a result of a promoted or transferred employee being returned to his job will, in a like manner, be returned to his former job.
- 17.07 An employee included in the bargaining unit shall not be transferred to a position excluded from the bargaining unit unless the employee concerned agrees to such transfer
- 17.08 The Chairman of the Union Office and Negotiating Committee will be notified of the names of employees promoted or transferred under this section.
- 17.09 An employee transferred to a position included in the bargaining unit, as provided in 14.04, shall be transferred to a classification in which he worked immediately prior to his transfer from the unit and shall displace the junior man in that classification. If that classification no longer exists or if the employee's seniority does not entitle him to displace the junior employee in the classification, he shall, seniority and qualifications permitting, displace the junior employee in the office and shall enjoy seniority rights in all respects according to the provisions of this Agreement.

ARTICLE 18

HOURS OF WORK

18.01 The regular work week will be either;

- a) 37-1/2 hours at the rate of 7-1/2 hours per day, Monday through Friday and shall start at 8:00 am. and end at 4:00 p.m.

or

- b) 40 hours at the rate of 8 hours per day, Monday through Friday and shall start at 7:00 a.m., 3:00 p.m. or 11:00 p.m.

or

- c) When operations are continuous seven days a week twelve hour shifts, employees shall work 42 hours, consisting of twelve (12) hour rotating shifts averaged over a four (4) week period.

In situations where the prescribed hours would adversely affect the efficiency of the operation, the Company may change the hours of work by mutual agreement with the Union.

18.02 Nothing contained in this section shall be construed as a guarantee of hours per day or days per week.

18.03 Employees will be allowed regular rest periods.

18.04 Where more than one shift is scheduled within a classification and one or more employees within that classification is scheduled on a steady daylight basis, the senior employee within the classification, if qualified, may exercise his seniority to the steady daylight schedule, provided the daylight assignment is not the result of special medical placement mutually agreed by the Company and the Union.

- 18.05 On the first day of January each year, employees may exercise their seniority to move from an 8-hour schedule to a 12-hour schedule within classifications if both schedules are in effect within the same classification. Employees exercising their seniority under this section must make such preference known in writing through the Human Resources Department no later than two (2) weeks in advance of the first of January each year.

ARTICLE 19

OVERTIME

- 19.01 Overtime premiums shall be paid for authorized work performed on five (5) day operations as follows:
- a) Time and one-half for time worked in excess of regular shift hours in any one day. However, employees shall not receive such payment for such excess time worked if it be less than 1/2 hour in any one day except that such time will be paid for when the employee is directed to work by his Supervisor.
 - b) Time and one-half for time worked on Saturdays except where such work is part of an employee's regular shift. An employee shall receive payment at time and one-half his equivalent hourly rate for authorized work performed:
 - c) Double time for time worked on Sundays and recognized holidays except where such work is part of an employee's regular shift.
- 19.02 Overtime premiums shall be paid for authorized work performed on seven (7) day operations as follows:

- a) Time and one-half for time worked in excess of regular shift hours in any one day. However, employees shall not receive such payment for such excess time worked if it be less than 1/2 hour in any one day except that such time will be paid for when the employee is directed to work by his Supervisor.
- b) Time and one-half for time worked on Saturdays where such work is not part of an employee's regular shift.
- c) Time plus one-quarter for time worked on Saturday where such work is part of an employee's regularly scheduled shift.
- d) Double time for time worked on Sundays and recognized holidays where such work is not part of an employee's regularly scheduled shift.
- e) Time and one-half for time worked on Sundays and recognized holidays where such time is part of an employee's regularly scheduled shift.
- f) Time and one-half for all hours worked on an employee's first scheduled day off when such day occurs during the work week Monday through Friday inclusive.
- g) Double time for all hours worked on an employee's second consecutive scheduled day off when such day occurs during the work week Monday through Friday inclusive.

19.03 An employee's equivalent hourly rate shall be calculated by dividing the employee's bi-weekly salary by 75 when his regular work week is defined in 18.01 (a), or 80 when his regular work week is defined in 18.01 (b) or (c). Subject to the terms of 19.01 (a) and 19.02 (a), payment shall be calculated to the nearest quarter-hour.

19.04 The Company agrees to give twenty-four (24) hours notice of overtime whenever possible.

19.05 Where overtime is to be worked in the Quality Assurance Technician and Stores Clerk classifications, such overtime will be distributed as evenly as possible.

Overtime will be offered as follows:

- a) Overtime will be offered to lowest hours in the classification.
- b) Overtime on 8-hour shift will be offered first to those employees on 8-hour shift as per a) and then to those employees on the 12-hour shift as per a).
- c) Overtime on 12-hour shift will be offered first to those employees on 12-hour shift as per a), and then to those employees on 8-hour shift as per a).
- d) Overtime on weekends will be offered as per a) regardless of the schedule of the employees.
- e) After the department has been exhausted, the overtime will be offered to those employees in the bargaining unit who have shown interest in sharing such overtime work for at least twelve (12) calendar months.
- f) In the event where no employees are available to perform such overtime, the Company will be allowed to use plant bargaining unit employees to maintain the operations. The recording of all overtime worked or offered in the Quality Assurance Technician and Stores Clerk classifications will be posted on a bulletin board, and such overtime will be distributed as equitably as possible. Overtime records for all other employees will be made available to the Union upon request.

- 19.06 Straight-time off option at choice of employee in lieu of overtime hours. The granting of the straight-time off option will depend on plant activity.
- 19.07 Overtime that is offered and accepted, not worked or canceled by the employee, will be charged double as if worked.

ARTICLE 20

SHIFT PREMIUM

- 20.01 When the regular work week is as defined in 18.01 (a) and (b), an employee who works the afternoon shift shall be paid in addition to his regular salary a special premium payment of 40 cents per hour for hours worked on that shift and an employee who works the evening shift shall be paid in addition to his regular salary a special premium of 50 cents per hour for hours worked on that shift.
- 20.02 When the regular work week is as defined in 18.01 (a) and (b), in the case of an extension to an employee's regular shift, a shift premium will be paid for hours worked beyond the eight (8) hours of the afternoon shift at 40 cents/hour and for hours worked beyond the eight (8) hours on the night shift at 50 cents in our. Shift premiums will not be paid for hours worked beyond the eight (8) hours on the day shift. However, if an employee who is late or absent or he works a full shift in addition to his regular shift, he will receive the applicable shift premium for the partial or full shift which he works.

- 20.03 When the regular work week is as defined in 18.01 (a) and (b), an afternoon shift is any shift that regularly starts between the hours of 1:00 p.m. and the following 10:00 p.m. An evening shift is any shift that regularly starts between the hours of 10:00 p.m. and the following 5:00 a.m.
- 20.04 A shift premium of 60 cents /hour will be paid for the night shift (7:00 p.m. to 7:00 a.m.) on the continuous seven days twelve (12) hour shift operation as defined in 18.01 (c).
- 20.05 No overtime premium shall apply to such additional shift premium payment.

ARTICLE 21

JURY DUTY PAY

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

In order to receive payment, an employee must give the Company prior notice that he has been summoned for Jury Duty and must furnish satisfactory evidence that he reported for or performed Jury Duty on the days for which he claims such payment.

ARTICLE 22

BEREAVEMENT ALLOWANCE

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

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

ARTICLE 23

HOLIDAY PAY PLAN

23.01 The Company will observe the following holidays with pay, and no employee covered by the Agreement shall have his salary reduced by reason of observance of same nor will double payment be made where the employee would otherwise receive pay from another benefit for that day.

1st Year

July 1, 1996	Canada Day
September 2, 1996	Labour Day
October 14, 1996	Thanksgiving
December 24, 1996)	
December 25, 1996)	
December 26, 1996)	Christmas
December 27, 1996)	Holiday
December 30, 1996)	Period
December 31, 1996)	
January 1, 1997)	
January 2, 1997)	
March 28, 1997	Good Friday
May 16, 1997) +	
May 19, 1997)	Victoria Day

2nd Year

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

January 1, 1998)	
January 2, 1998)	
April 10, 1998		Good Friday
May 15, 1998)		
May 18, 1998)		Victoria Day

3rd Year

July 3, 1998 +		
July 6, 1998		Canada Day
September 7, 1998		Labour Day
October 12, 1998		Thanksgiving
December 24, 1998)		
December 25, 1998)		
December 28, 1998)		Christmas
December 29, 1998)		Holiday
December 30, 1998)		Period
December 31, 1998)		
January 1, 1999)		
April 2, 1999		Good Friday
May 14, 1999 +		
May 17, 1999		Victoria Day

- 23.02 In order to qualify for payment for a holiday, the employee must have worked his last scheduled work day which must be no earlier than four weeks prior to the week in which the holiday is observed. The employee must also work his next scheduled work day after the holiday which must be no later than four weeks following the week in which the holiday is observed. However, the four week periods above shall apply to the beginning and ending respectively of a series of consecutive holidays as set out in Article 23.01.
- 23.03 An employee qualified by seniority, who is on an authorized leave of absence, will be deemed eligible for payment of holiday pay for any holiday occurring during the first month of such absence.

- 23.04 If an employee accepts an assignment to work on a holiday and fails to report for duty he will not be paid for the holiday unless he furnishes a satisfactory reason to the Company for his failure to report for such duty.
- 23.05 In the event that a holiday occurs during an employee's vacation period, he shall be entitled to an extra day of vacation at a time convenient to the employee and agreed upon by his Supervisor.
- 23.06 An employee who works on a holiday as set out herein will be paid in accordance with Article 19 for all hours worked. In addition, he will receive one day's holiday pay at *his* regular salary.

ARTICLE 24

VACATION WITH PAY PLAN

- 24.01 For the purpose of calculating service with respect to vacation entitlement, the vacation year will be from July 1 to the following June 30. No employee shall receive less vacation pay than that to which he would be entitled under existing law at the time such vacation pay is payable.
- 24.02 Employee with less than one year's service shall be granted a vacation on one day for each complete month worked up to a maximum of ten working days with vacation pay at his regular salary rate per day of vacation or 4% of total gross pay with the Company, whichever is greater.
- 24.03 Employees with one (1) year but less than five (5) years service shall be granted a two (2) week vacation with pay or 4% of total gross pay with the Company, whichever is greater.
- 24.04 Employees with five (5) years or more service but less than fifteen (15) years service shall be

granted a vacation totalling three (3) weeks with pay.

- 24.05** Employees with fifteen (15) years or more service but less than twenty (20) years or more service shall be granted a vacation totalling four (4) weeks with pay.
- 24.06** Employees with twenty (20) years or more service shall be granted a vacation totalling five (5) weeks with pay.
- 24.07** Vacation pay will be based on the regular salary in effect on the date immediately prior to the employee leaving on vacation.
- 24.08** To qualify for a vacation with pay in accordance with **24.03**, **24.04**, **24.05**, **24.06**, an employee shall be required to have worked twenty-five (25) weeks in the fifty-two (52) week period ending June 30 of the current year. If he works less than twenty-five (25) weeks in such period, pay for vacation will be calculated on a pro-rata basis of actual weeks worked in the year as related to fifty-two (52) but in no event shall be less than required under Provincial law. Lost time which is paid for will be counted as time worked for the purpose of determining the basis of vacation pay. A week in which an employee receives any salary will count a week worked.
- 24.09** Vacations are not cumulative and must be taken before December 31st of each year.
- 24.10** Vacation pay in the case of termination of employment will be provided on the basis of a payment to an employee's unused vacation credits based on his current salary status or an amount as provided in the "Employee Standards Act" (Ontario), whichever is greater.

ARTICLE 25

SALARIES

- 25.01 Attached as Appendix B is a schedule of salary levels that will become effective July 1, 1996.
- 25.02 Increases up to the job rate are granted in accordance with the progression steps shown in the schedule. Such increases are **conditional** upon service in the classification and satisfactory work performance.
- 25.03 An employee whose salary is on a scheduled progression point in the structure and who is **earning** less than the job rate will receive salary increases in accordance with the schedule.
- 25.04 A new employee hired at a salary below the job rate will receive salary increases in accordance with the schedule.
- 25.05 It is understood that salary increases shall be effective immediately following the completion of the progression period outlined in the salary structure.
- 25.06 In determining the months spent in a progression step for the purpose of advancing to the next higher progression step, credit will be given for those months in which the employee is in active full time employment.
- 25.07 Where an employee is assigned for the convenience of the Company, and where work is still available on his job, he will be paid the salary of his own job of the job he is assigned, whichever is greater.
- 25.08 If an employee is transferred to a classification in the same salary level he will retain his present salary and his present progression point.

25.09 If an employee is transferred to a classification in a lower salary level he will receive the salary rate of the equivalent progression point which he had attained in his previous classification.

He will be eligible for salary progression adjustments computed from the date of transfer to the lower salary level.

25.10 If an employee is transferred to a classification in a higher salary level he will receive the starting rate of the higher salary level or his present salary whichever is higher. However, if his present salary is between two progression points his salary will be adjusted to the higher progression point.

He will be eligible for salary progression adjustments computed from the date of transfer to the lower salary level.

25.11 If an employee is transferred to a classification in a higher salary level in which he worked previously, he will receive the same salary he formerly held on that classification including time accrued toward the next progression step or his present salary, whichever is greater. However, if his present salary is between two progression points his salary will be adjusted to the higher progression points.

25.12 When the Company introduces a new job into the office or revises an existing job, the Company will establish a classification and salary level for that job. A written notice of the classification and salary level will be given to the Union within thirty (30) days of the establishment of such classification and salary level.

25.13 If the Union disagrees with the classification or salary level established by the Company, the Union may file a grievance directly with the Human Resources Director as outlined in Article **11.03** of the Collective Agreement within thirty

(30) days of the date of the notice provided for in 25.12 above.

- 25.14 If the parties fail to agree on a classification or salary level for the established job, the Union may submit the matter to an impartial umpire as provided in Article 11.03. The umpire's decision shall be limited to the matter in dispute and determining the propriety of the classification and the salary level of the job in dispute.
- 25.15 Each employee will receive salary increases in accordance with the following table:

EFFECTIVE DATE			
Salary Level	1stYear	2ndYear	3rdYear
1	58	46	46
2	58	46	46
3	58	46	46
4	58	46	46
5	65	52	47
6	62	49	49
7	65	52	52
8	67	53	53
9	74	60	55
10	72	57	57

Such increases will only be provided, however, where **the** employee's rate prior to the increase date is less than the rate at his appropriate progression point.

- 25.16 Employees eligible for salary progression adjustments will receive such adjustments in accordance with the schedule and as provided in Article 25.03.

ARTICLE 26

COST OF LIVING ALLOWANCE

- 26.01a) It is understood that the monthly salaries as outlined in Appendix "B" include an amount of \$57.00 per month (\$170.00 per quarter of the current \$226.00 per quarter) which was paid as a Cost-of-Living Allowance prior to the signing of this Agreement. The remaining \$56.00 per quarter will continue to be paid as a Cost-of-Living Allowance.
- b) In addition to the above, effective with the first pay period beginning on or after October 1, 1996, each employee covered by this Agreement shall receive a Cost-of-Living Allowance based on a \$5.00 per quarter increase or decrease for each 0.096 change in the Consumer Price Index published by Statistics Canada (1986=100). This Cost-of-Living Allowance will be based on the change in the Consumer Price Index published during the month of September, 1996, as compared with the Consumer Price Index published during the month of June, 1996. Thereafter, the Cost-of-Living Allowance will be adjusted each three (3) months on the basis of \$5.00 per quarter increase or decrease for each 0.096 change in the Consumer Price Index compared with the Consumer Price Index published three (3) months previously.
- c) Effective with the Cost-of-Living Allowance payable in October, 1996, the amount of increase required each three-month period shall be reduced by \$5.00 per quarter up to a maximum reduction during these eleven three-month periods of \$55.00; provided, however, that in any three-month period in which the Cost-of-Living Allowance required is equal to or less than the highest level previously reached during the term

of this Agreement there shall be no \$5.00 reduction as provided herein.

d) Payment will be made by special cheque during the months of October, January, April, and July.

26.02 In the event that Statistics Canada does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in 26.01 above, any adjustment in the Cost of Living Allowance required by such appropriate Indexes shall be effective at the beginning of the first pay period after the Indexes have been officially published.

26.03 No adjustment, retroactive or otherwise, shall be made in the Consumer Price Index published by Statistics Canada for any month on the basis of which the Cost of Living Allowance had been determined.

26.04 The amounts of the Cost of Living Allowance are not added to salaries and as such are not subject to premium payment. The Cost of Living Allowance shall be paid on overtime hours on a straight-time basis.

ARTICLE 27

PREFERENTIAL HIRING

27.01 An employee who is permanently laid off as a result of the transfer of work to another location or as a result of a reduction in work will be given preference for employment to job openings over applicants at other Company locations based on his qualifications and work record.

27.02 An employee who wishes to make application for work at another Company location must do so in writing on forms supplied by the Company at the

Hawkesbury Human Resources Department office within ten (10) days following his layoff, stating his job and location preference.

- 27.03 If an employee refuses to accept a job for which he has applied or fails to report to the location at which he has been accepted for employment within five (5) working days following receipt of the offer to work at another location he will forfeit his preferential hiring rights.
- 27.04 An employee who is transferred to another location will retain his accrued service and fringe benefits where applicable.
- 27.05 If an employee who is transferred to another location subsequently is recalled to the Hawkesbury Plant and refuses such recall he will forfeit his seniority rights at the Hawkesbury Plant.

ARTICLE 28

RELOCATION ALLOWANCE

- 28.01 An employee transferred under Article 27 will be eligible for a Relocation Allowance provided that,
- a) The office to which the employee is to be relocated is at least fifty (50) miles from the Hawkesbury Plant, and
 - b) As a result of such relocation he changes his permanent residence, and
 - c) He makes application within six (6) months after commencement of employment at the office to which he was relocated in accordance with the procedure established by the Company.
- 28.02 The amount of the Relocation Allowance will be determined as follows:

RELOCATION AMOUNTS

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

- 28.03 In the event an employee who is eligible to receive a Relocation Allowance under provisions is also eligible to receive Relocation Allowance or its equivalent under any present or future Federal or Provincial Legislation, the amount of Relocation Allowance provided under this Article 28, when added to the amount of Relocation Allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this Article. However, when the plant or operation is being closed or relocated, and the Canada Manpower Relocation program applies, the Company and the Union agree to cooperate in implementing all available aid through the program and the limitations stated above shall not apply in such case.
- 28.04 Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated.

ARTICLE 29

EMERGENCY WORK CALL-IN PAY

- 29.01 Should any employee perform authorized emergency work after having completed his scheduled shift, and before his starting time for his next scheduled shift he will be paid a minimum of four

(4) hours' pay at his straighttime rate. However, if the calculated overtime payment is greater, the greater will govern.

ARTICLE 30

SAFETY AND HEALTH

- 30.01** The Company will make reasonable provisions for the safety and health of its employees during working hours and the Union agrees to assist the Company in maintaining proper observation of all safety and health rules.
- 30.02** The Company agrees to allow employees one (1) minute of silence on April 28 of each year in observance of those workers who died in industrial accidents. The one (1) minute of silence will be observed without loss of production.

ARTICLE 31

PRINTING OF AGREEMENT

- 31.01** The Company agrees to provide a copy of this Agreement to all employees covered by this Agreement. Additional copies will be made available to the Local and National Union.

ARTICLE 32

PENSION AND INSURANCES

- 32.01** The Company will make available to eligible employees covered by this Agreement and their dependents as described in the booklets referred

to in 32.02, the following benefit programs and plans.

- a) The PPG CANADA INC., HAWKESBURY PLANT Salaried Bargaining Unit Pension Plan.
- b) The PPG CANADA INC., Hawkesbury Plant Salaried Bargaining Unit Insurance Program including:
 - (i) Group Life Insurance Plan.
 - (ii) Accidental Death and Dismemberment Benefit.
 - (iii) Long Term Disability Insurance Plan (including the Salary Continuance provisions set out in the Insurance Program booklet).
 - (iv) Hospital and Medical Expenses Benefits (including Provincial Health Insurance, Liberty Mutual Semi-Private Hospital Care Plan, and Liberty Mutual Extended Health Insurance Plan).
- c) The PPG CANADA INC., Hawkesbury Plant Salaried Bargaining Unit Dental Plan.

32.02 Descriptions of these programs and plans (including provisions for eligibility and enrollment for payment of the cost of the plans and for employee contributions where required) are provided in booklets or other memoranda that may be published by the Company from time to time. Such booklets will be made available to all employees covered by this Agreement.

32.03 No matter respecting the provisions of these programs or plans shall be subject to the grievance procedure established in this Agreement. However, if an employee has any question or complaint regarding the administration of the programs or plans, he may have the assistance of the Chairman or member of the Office Union

and Negotiating Committee in discussing such question or complaint with the Director, Human Resources.

ARTICLE 33

MODIFICATION, RENEWAL AND TERMINATION

33.01 This Agreement shall become effective on the **1st** day of July, **1996** and shall continue in effect up to and including the 30th day of June **1999**. It shall continue after the 30th day of June **1999**, unless either party gives to the other party notice in writing of its intention to terminate the Agreement, or of its desire to modify or amend any section or provision thereof. Such notice must be given not more than seventy-five (75) days prior to an anniversary date.

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

Signed at Montreal, Quebec, this 27th day of June, 1996.

For the Local Union: For the National Union: For the Company:

L. Lacelle
L. Dicaire
J. Berniquer

P. Morin

R. Straub
J.D. Smith
M. Lussier
R. Johnson

APPENDIX A

Level	Classification
1	Traffic Clerk Quality Control Clerk Utility Clerk
2	
3	Production Planning Clerk
4	
5	Shipper / Receiver Payroll Clerk
6	Stores Clerk Senior Accounting/Systems Clerk Operations Clerk Quality Assurance Technician
7	Engineering Technician
8	Senior Quality Control Technician
9	Senior Engineering Technician

APPENDIX "B"

SALARY SCHEDULE EFFECTIVE THE FIRST YEAR OF THE AGREEMENT DOES NOT INCLUDE COST OF LIVING ALLOWANCE

Salary Level	Minimum	3 Months	6 Months	1 Year	18 Months	2 Year Job Rate
1	2991	3011	3089	3109	3129	3154
2	2991	3011	3089	3109	3129	3154
3	2991	3011	3089	3109	3129	3154
4	2991	3011	3089	3109	3129	3154
5	3079	3099	3184	3204	3229	3254
6	3207	3232	3319	3344	3369	3394
7	3366	3391	3481	3506	3531	3556
8	3464	3494	3586	3611	3636	3661
9	3554	3584	3688	3718	3743	3768
10	3689	3724	3826	3856	3886	3911

SALARY SCHEDULE EFFECTIVE THE SECOND YEAR OF THE AGREEMENT DOES NOT INCLUDE COST OF LIVING ALLOWANCE

Salary Level	Minim	3 Months	6 Months	1 Year	18 Months	2 Year Job Rate
1	3037	3057	3135	3155	3175	3200
2	3037	3057	3135	3155	3175	3200
3	3037	3057	3135	3155	3175	3200
4	3037	3057	3135	3155	3175	3200
5	3131	3151	3236	3256	3281	3306
6	3256	3281	3368	3393	3418	3443
7	3418	3443	3533	3558	3583	3608
8	3517	3547	3639	3664	3689	3714
9	3614	3644	3748	3778	3803	3828
10	3746	3781	3883	3913	3943	3968

**SALARY SCHEDULE
EFFECTIVE THE THIRD YEAR OF THE AGREEMENT
DOES NOT INCLUDE COST OF LIVING ALLOWANCE**

Salary Level	Minimum	3 Months	6 Months	1 Year	18 Months	2 Year Job Rate
1	3083	3103	3181	3201	3221	3246
2	3083	3103	3181	3201	3221	3246
3	3083	3103	3181	3201	3221	3246
4	3083	3103	3181	3201	3221	3246
5	3178	3198	3283	3303	3328	3353
6	3305	3330	3417	3442	3467	3492
7	3470	3495	3585	3610	3635	3660
8	3570	3600	3692	3717	3742	3767
9	3669	3699	3803	3833	3858	3883
10	3803	3838	3940	3970	4000	4025

APPENDIX "C" UNION REPRESENTATION

DEPARTMENTS

Engineering
Manufacturing Services
Accounting
Production
Quality Assurance

LETTERS OF UNDERSTANDING

(The following letters of understanding which were furnished to the C.A.W. are not part of the Collective Agreement but have been included in this booklet for information purpose).

PPG CANADA INC.

Letter No. 1 :

"Paid Education Leave"

July 1, 1996

**Mr. G. Myers
National Representative,
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW - Canada)**

Dear Mr. Myers:

This letter confirms that during the 1990 negotiations, the Company agreed to contribute \$.02 per hour worked towards a Paid Education Leave, which payment would be made quarterly to the C.A.W. Effective July 1, 1990, the Company has established a system for recording such hours and each quarter, will reimburse the C.A.W. for such hours based on \$.02 per hour worked.

Yours truly,

**PPG CANADA INC.
HAWKESBURY PLANT**

**J.D. Smith,
Manager,
Human Resources
Automotive & Aircraft Products Group**

PPG CANADA INC.

Letter #2:

"Tuition Assistance"

July 1, 1996

Mr. G. Myers

**National Representative,
National Automobile Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)**

Dear Mr. Myers:

This letter is to inform you that the Company will extend to employees covered by the Collective Agreement, the tuition assistance practice presently applicable to salaried employees.

Yours very truly,

**PPG CANADA INC.
HAWKESBURY PLANT**

J.D. Smith

**Manager,
Human Resources
Automotive & Aircraft Products
Glass Group**

PPG CANADA INC.

Letter #3:

"Grievance Procedure- National Representative"

July 1, 1996

**Mr. G. Myers
National Representative,
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)**

Dear Mr. Myers:

This letter refers to an understanding reached by the Parties with respect to Article 11 of the Collective Agreement.

The language of Article 11 "Grievance Procedure" provides the mechanics for the resolution of grievances. Some grievances, however, because they are complex or have broader policy implications may be difficult to resolve and their resolution could be expedited short of arbitration if a Representative of the National Union and/or Local President were involved.

Hence, if the Union feels it would be helpful to have a National Representative participate at the last formal step of the grievance procedure, his attendance at such a meeting would not be denied by the Company.

Yours very truly,

**PPG CANADA INC.,
HAWKESBURY PLANT
J.D. Smith
Manager,
Human Resources
Automotive & Aircraft Products
Glass Group**

**"Employees Request to Review
Personal Work History Folder"**

July 1, 1996

Mr. G. Myers

National Representative, National Automobile,
Aerospace and Agricultural Implement Workers Union
of Canada (CAW-Canada)*Dear Mr. Myers:*

During recent negotiations, the Company and the Union discussed the opportunity of employees requesting permission to review their individual personal work history folder. The parties agreed that once each year, each employee, with seniority, may request permission to review their personal work history folder, by completing a request form supplied by the Company. Contents in the folder cannot be copied or removed during such review. Such requests will be granted by the Human Resources Department.

It is agreed and understood that the review will be scheduled by the Human Resources Department during the hours of 8:00 a.m. to 4:00 p.m. Monday through Friday. Furthermore, each review will take place in the presence of a member of the Human Resources Department. An employee requesting a review of his personal work history folder recognizes that the review will only take place during the hours noted above and outside the employee's normal working hours.

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

*Yours very truly,*PPG. CANADA INC.
HAWKESBURY PLANTJ.D. Smith, Manager,
Human Resources

Automotive & Aircraft Products - Glass Group

PPG CANADA INC.

Letter #5:

"Sexual Harassment"

July 1, 1996

Mr. G. Myers
National Representative,
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW-Canada)

Dear Mr. Myers:

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

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

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

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the Chairperson of the Union Office Committee, and/or the Committee Member, and the Plant Manager and/or the Plant Director, Human Resources.

This letter of understanding is not intended to restrict any employees' rights under the Ontario Human Rights Code.

Yours truly,

PPG CANADA INC.,
HAWKESBURY PLANT
J.D. Smith,
Manager,
Human Resources
Automotive & Aircraft Products
Glass Group

PPG CANADA INC.

Letter #6:

"Aids in the Workplace"

July 1, 1996

M. G. Myers

National Representative,
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW - Canada)

Dear Mr. Myers:

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

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

Yours truly,

PPG CANADA INC.
HAWKESBURY PLANT

J. D. Smith,
Manager,
Human Resources
Automotive & Aircraft Products
Glass Group

PPG CANADA INC.

Letter #7:

"Key positions- Qualifications"

July 1, 1996

Mr. G. Myers
National Representative,
National Automobile, Aerospace and
Agricultural Implement Workers
Union of Canada (CAW - Canada)

Dear Mr. Myers,

During Negotiations, the parties agreed to the removal of the qualifications criteria referenced in Article 17.06 provided 17.01 and new 17.06 applies to non-key positions.

In the case of key positions, specially jobs classified in Level 7 and greater, transfers and promotions will be on the basis of ability, skills, qualifications and seniority.

Yours very truly,

PPG CANADA INC.,
HAWKESBURY PLANT
J.D. Smith,
Manager,
Human Resources
Automotive & Aircraft Products
Glass Group

**SUPPLEMENTAL UNEMPLOYMENT
BENEFIT AGREEMENT**

between

PPG CANADA INC.

and the National Automobile, Aerospace,
Transportation and General Workers Union of
Canada
(C.A.W. - Canada)

and its

Local 1661
(T.O.P.)

Affiliated with the Canadian Labour Congress

July 1, 1996 to June 30, 1999

SUPPLEMENTAL AGREEMENT

SECTION 1.

EFFECTIVE DATE OF AGREEMENT

This Agreement covering the Supplemental Un-employment Benefit Plan, the Separation Payment Plan, and the Worker Severance Plan, hereinafter referred to as the SUB Plan, the SP Plan, and the WSP respectively, is entered into this 1st day of July, 1996.

SECTION 2.

AMENDMENT OF PLANS

The SUB Plan and SP Plan which were attached to the Collective Agreement between the parties dated July 1, 1978 as Exhibits I and II respectively, and the WSP which was attached to the Collective Agreement between the parties dated July 1, 1993 as Exhibit III, shall be amended as set forth in the attached Exhibits I, II, and III, and shall be maintained by the Company, as amended, for the duration of the Collective Bargaining Agreement of which this Agreement is part, subject to the terms and conditions of the amended Plans.

SECTION 3.

EFFECTIVE DATE OF AMENDMENTS

Provisions for payment of benefits and separation payments under the SUB Plan, the SP Plan, and the WSP shall be made on the basis of the respective Plans as set out in the attached Exhibits effective from July 1, 1996, July 1, 1997, and July 1, 1998, in anticipation of the receipt of

favourable government rulings as provided under Section 4 of this Agreement.

SECTION 4.

GOVERNMENTAL RULINGS

The amendments to the SUB Plan, the SP Plan, **and the WSP provided for in this Agreement and** incorporated in the attached Exhibits I, II, and III shall not be effective prior to receipt by the Company of rulings satisfactory to the Company.

(i) from the Minister of National Revenue holding that the SUB Plan as amended continues to be acceptable to the Minister of National Revenue as a "Registered Supplemental Unemployment Benefit Plan" under the provisions of Section 79A of the Canadian Income Tax Act, Chapter 148, R.S.C. 1952 as amended and now in effect or as hereafter may be amended during the term of this Agreement.

(ii) from the Unemployment Insurance Commission holding that the SUB Plan as amended **continues** to be an approved plan under Section 172 (3)(d) of the Unemployment Insurance Regulations as now in effect or, as hereafter may be amended during the term of this Agreement.

SECTION 5.

APPLICATION RULINGS

The Company shall apply promptly for the rulings described in Section 4 of this Agreement.

SECTION 6.

REVISIONS RESULTING FROM RULINGS

Notwithstanding any other provisions of this Agreement, the SUB Plan, the SP Plan, and the WSP, the Company, with the consent of the Union, may during the term of this Agreement, make revisions in such Plans not inconsistent with the purposes, structure and basic provisions thereof which shall be necessary to obtain or maintain the rulings referred to in Section 4 of this Agreement or in Article 9 of the SUB Plan. Any such revisions shall adhere as closely as practicable to the language and intent of such Plans.

SECTION 7.

TERMINATION OF SUB PLAN PRIOR TO EXPIRATION DATE OF AGREEMENT

In the event that the SUB Plans shall be terminated in accordance with its terms prior to the expiration date of this Agreement so that the Company's obligation to contribute to the SUB Plan shall cease entirely, the parties thereupon shall negotiate with respect to the use that shall be made of the money which the Company otherwise would be obligated to contribute under the SUB Plan.

SECTION 8.

OBLIGATIONS DURING TERM OF AGREEMENT

Except as provided in Section 5 or Section 6 of this Agreement, during the term of this Agreement, neither the Company nor the Union shall request any change in, deletion from, or addition to the SUB Plan, the SP Plan, or the WSP, or this

Agreement, and during such period no change in, deletion from, or addition to any provision, or interpretation, of such Plans or this Agreement, nor any dispute or difference arising in any negotiations pursuant to Section 6 of this Agreement, shall be an objective of, or reason or cause for, any action or failure to act, including, without limitation, any strike, slowdown, work stoppage, lockout, picketing or other exercise of economic force, or threat thereof, by the Union or the Company.

SECTION 9.

TERM OF AGREEMENT

This Agreement shall remain in full force and effect without change until June 30, 1999. As of that date this Agreement may be terminated, modified, changed, or continued, subject to and in accordance with the provisions of the Collective Bargaining Agreement of which this Agreement forms a part. Anything herein which might be construed to the contrary notwithstanding it is understood that termination of this Agreement shall not have the effect of automatically terminating the SUB Plan, the SP Plan, or the WSP.

EXHIBIT I

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

Table of Contents

Article	Page
1 Purpose of Plan	61
2 Eligibility for Benefits	61
3 Credit Units	64
4 Amount of Benefits	65
5 Duration of Benefits	67
6 Establishment of Fund	68
7 Maximum Funding, Percentage Position, and Credit Unit Cancellation Base	68
8 Contribution by Company	70
9 Conditions to Effectiveness and Continuation of Plan	71
10 Administration	73
11 Miscellaneous	77
12 Definitions	80

EXHIBIT I

SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

ARTICLE 1 - PURPOSE OF PLAN

- 1.01 It is the purpose of the Plan to supplement UI Benefits to the levels herein provided and not to replace or duplicate them.

ARTICLE 2 - ELIGIBILITY FOR BENEFITS

- 2.01 Application for Benefits:

No employee may receive a Benefit unless he shall have made due application therefore in accordance with the procedures established hereunder and shall have met the eligibility requirements of Article 2.02.

- 2.02 Eligibility:

- a) Except as provided below in subsection (b) of this Article 2.02, an applicant shall be eligible for a Benefit if, with respect to the Week or part thereof for which application for Benefits is made, the applicant:
- 1) is laid off from employment in the Bargaining Unit; and
 - 2) has to his credit a Credit Unit or fraction thereof; and
 - 3) has registered at and complied with the reporting requirements of an unemployment office maintained in conjunction with Unemployment Insurance; and
 - 4) is eligible for a Benefit under the Plan at least \$2.00; and

5) has received an UI Benefit only for one or more of the following reasons:

- i) he did not have prior to his layoff a sufficient period of work in employment covered by Unemployment Insurance;
- ii) because of a limit under Unemployment Insurance on the period of time which UI Benefits are payable to the applicant;
- iii) he was serving an Unemployment Insurance "waiting period" immediately following a Week for which he received UI Benefits;

b) However, an applicant, otherwise eligible for a Weekly Supplemental Benefit in accordance with subsection (a) above of this Article 2.02 shall be ineligible for a Benefit with respect to the Week or part thereof for which application for Benefits is made, if:

1) The layoff was:

- i) for disciplinary reasons; or
- ii) a consequence of any strike, slowdown, work stoppage, picketing or other concerted action involving Employees; or
- iii) a consequence of any fault attributable to the applicant; or
- iv) a result of any war or hostile act of a foreign power (but not government regulations or controls connected therewith); or
- v) a result of sabotage or insurrection; or
- vi) a consequence of an Act of God for the third and/or subsequent Weeks of layoff, or

2) the applicant has failed or refused to accept employment deemed suitable under Unemployment Insurance; or

3) the applicant has refused work when recalled pursuant to the Collective Agreement or has refused an offer by the Company of any other available work within 20 miles of the Plant from which he was laid off under the Collective Agreement; or

4) the applicant was receiving or claiming any statutory or Company financed disability (other than a survivor's allowance under Worker's Compensation laws or a disability benefit which he received while in active employment with the Company prior to layoff); or

5) the applicant received or was eligible for an unemployment benefit from or under a contract, plan or arrangement of another employer with whom he has greater seniority than he has with the Company.

- c) an otherwise eligible applicant who is ineligible for some but not all of the days of a specific Week in accordance with the terms of subsection (b) (1) or (b) (4) of this Article 2.02 will be deemed eligible for a Weekly Supplemental Benefit for that part of the Week for which he meets the eligibility requirements.

2.03 Disputed Claims for Unemployment Insurance Benefits:

With respect to any Week for which an applicant for Benefit under the Plan has been denied an UI Benefit (except for one of the reasons set forth in Article 2.02 (a) (5)) and such denial is being appealed by the applicant through the procedure provided therefore under Unemployment Insurance, there shall be no Benefit payable from the Fund, but upon adjudication by the Unemployment Insurance Commission, the applicant or the Fund shall be made whole in accordance with the adjudication.

ARTICLE 3 - CREDIT UNITS

3.01 Accrual of Credit Units:

- a) Credit Units shall have no fixed value in terms of either time or money but shall be a means of determining duration of Benefits under the varying circumstances prevailing from time to time. Credit Units shall be credited to an Employee at a rate specified in subsection (b) of this Article 3.01 provided that,
 - 1) no Employee may have to his credit in the aggregate at any one time more than 52 Credit Units under the Plan, and
 - 2) no Employee shall be credited with any Credit Units prior to the first day as of which he
 - i) had at least one year of Seniority and
 - ii) is in Active Service in the Bargaining Unit (or was in Active Service within 30 days prior to such first day), but as of such day he shall be credited with Credit Units based upon his Work Weeks subsequent to his Seniority date.
 - 3) All employees on the payroll as of the effective date of this Agreement will receive a number of Credit Units for which they otherwise would have been eligible as if they had been accumulating such Credit Units from date of hire. But in no event, will any employee receive more Credit Units than specified in (1) and (2) above.
- b) Credit Units shall be credited to an Employee at the rate of one-half (.50) of a Credit Unit for a Work Week for which he receives any pay from the Company.

3.02 Forfeiture of Credit Units:

An employee shall forfeit permanently all Credit Units with which he shall have been credited if any time (i) he shall incur a break in Seniority, (ii) he shall willfully misrepresent any material fact in connection with an application for Benefits under the Plan.

ARTICLE 4 - AMOUNT OF BENEFITS

4.01 Weekly Supplemental Benefits:

Except as provided in the next paragraph, on or after July 1, 1996, the Weekly Supplemental Benefit payable to an eligible applicant shall be 80% of his equivalent weekly salary or \$530.00, whichever is less; on or after July 1, 1997, the Weekly Supplemental Benefit payable to an eligible applicant shall be 80% of his equivalent weekly salary or \$550.00, whichever is less; on or after July 1, 1998, the Weekly Supplemental Benefit payable to an eligible applicant shall be 80% of his equivalent weekly salary or \$570.00, whichever is less; less the sum of wages, remuneration and unemployment compensation including gross UI benefits received by the applicant in respect of such week; provided, however, that such benefit will not exceed \$125.00 per week effective July 1, 1996; \$135.00 per week effective July 1, 1997; \$145.00 per week effective July 1, 1998.

The Weekly Supplemental Benefit payable to an eligible applicant who is completely disqualified from receiving UI Benefits only for one or more of the following reasons:

- (i) he did not have, prior to his layoff, a sufficient period of work in employment covered by Unemployment Insurance;
- (ii) he had exhausted his Unemployment Insurance entitlement;

(iii) he was serving the second week of his Unemployment Insurance waiting period;

(iv) he was serving an Unemployment Insurance waiting period or part thereof occurring within less than 52 weeks since his last U.I. benefit; shall be \$335.00 on or after July 1, 1996, ~~\$355.00~~ on or after July 1, 1997, ~~\$375.00~~ on or after July 1, 1998, plus \$2.00 per dependent child for each of the first five dependents.

Wages and other remuneration shall not include a survivor's allowance under Worker's Compensation or a disability benefit to which the Employee was entitled whether or not he was in active service. The calculation of the benefit applying to a part of a week eligibility as covered in Article 2.02(c) will be one fifth (1/5) of the weekly supplemental benefit for each eligible work day.

(v) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

4.02 Effect of Low CUCB:

If the CUCB is between \$18.00 and \$58.50, the Benefit payable to an eligible applicant shall be reduced by 20 per cent.

4.03 Withholding Tax:

If the Trustee shall be required at any time to withhold any amount from any Benefit payment by reason of any federal, provincial or municipal law or regulation, the Trustee shall have the right to deduct such amount from such payment and to pay only the balance to the recipient.

4.04 In addition, in the event an employee is laid-off in excess of thirty (30) calendar days accumulative

in any contract year as provided in Article 16.01, a Supplementary Benefit will be provided:

Effective July 1, 1996, \$50.00 per week. These amounts in combination with the Supplementary Unemployment Benefit, wages remuneration and UI Benefits will not exceed 80% of an employee's weekly salary. The payment of these amounts will be made for no more than twenty (20) working days of lay-off in any contract year.

ARTICLE 5 - DURATION OF BENEFITS

5.01 Number of Weeks of Benefits:

An eligible applicant shall receive Benefits so long as he continues to have Credit Units provided that the CUCB is equal to or greater than \$18.00.

5.02 Cancellation of Credit Units:

The number of Credit Units to be cancelled for the Benefit shall be determined by (i) the Seniority of the Employee to whom such Benefit is paid and (ii) the CUCB applicable to the Week for which such Benefit is paid, in accordance with the following table :

If the CUCB applicable to the Week for which a Weekly Supplement Benefit is paid is	And as of the Last Day of the Week for which the Weekly Supplemental Benefit is paid to the Employee, his Years of Seniority are:		
	1-5 Yrs.	5-10 Yrs	10 + Yrs
	The Credit Units to be canceled shall be:		
\$382.50 or more	1.00	1.00	1.00
\$342.00-\$382.49	1.11	1.00	1.00
\$301.50-\$341.99	1.25	1.11	1.00
\$261.00-\$301.49	1.43	1.25	1.00
\$220.50-\$260.99	1.67	1.43	1.00
\$180.00-\$220.49	2.00	1.67	1.00
\$139.50-\$179.99	2.50	2.00	1.00
\$ 99.00-\$139.49	3.33	2.50	1.00
\$ 58.50-\$ 98.99	5.00	3.33	1.00
\$ 18.00-\$ 58.49	10.00	5.00	1.00
Under \$ 18.00	No Weekly Supplemental Benefit Payable		

If the number of Credit Units to be cancelled for an eligible applicant exceeds the total number of Credit Units remaining to his credit, he shall be entitled to a full Weekly Supplemental Benefit and the remainder of his Credit units shall be cancelled.

ARTICLE 6 - ESTABLISHMENT OF FUND

- 6.01 The Company shall establish and maintain a Fund, in accordance with the Plan with a qualified trust company selected by the Company, as Trustee. The Company's contributions shall be made into the Fund, the assets of which shall be held, invested and applied by the Trustee, all in assets, permissible for investment by pension trust funds. The Company will be responsible for the Fund in accordance with the terms of a trust agreement which the law requires to be established between the Company and the Trustee.

ARTICLE 7 - MAXIMUM FUNDING, PERCENTAGE POSITION AND CREDIT UNIT CANCELLATION BASE

- 7.01 Maximum Funding:
- Maximum Funding for any calendar month shall be an amount determined by multiplying \$500.00 by ~~the~~ the sum of (i) the number of Employees in Active Service and (ii) the number of Employees laid off from work or having Credit Units and who are not included in (i), both numbers to be determined by the Company as of the end of the most recent Payroll Period for which the figures are available prior to the first Sunday of the month for which such Maximum Funding is being determined.
- 7.02 Value of Assets and Percentage Position of Fund:

The value of the assets of the Fund at the beginning of each calendar month shall be determined by taking the current market value of the total assets in the Fund, as of the close of business on the Friday preceding the first Sunday of such month, as certified by the Trustee and deducting there from, as provided in Article 8.02, any remaining amount of reduction not previously used to reduce Company contributions. For each calendar month a Percentage Position shall be determined by dividing the value of the assets at the beginning of the month by the Maximum Funding of the fund for such month. The Percentage Position for any particular month shall be applicable to each of the Pay Periods beginning within such month.

7.03 Credit Unit Cancellation Base:

A CUCB shall be determined for each calendar month in the following manner: The value of the assets of the Fund at the beginning of the month shall be divided by the average number of Employees used in determining Maximum Funding for the Fund for such month.

7.04 Finality of Determination:

No adjustment in the Maximum Funding or the Percentage Position of the Fund shall be made on account of any subsequently discovered error in the computations of the figures used in making the computations, except, (i) in the case of an error in bad faith, or (ii) in the case where after discovery of an error, adjustment is practicable and then the adjustment shall be only prospective in effect.

ARTICLE 8 - CONTRIBUTIONS BY COMPANY

8.01 Rate of Contribution:

With respect to each calendar month commencing on or after July 1, 1996, for which the Percentage Position is less than 100 per cent, the Company shall make a contribution to the fund as follows:

If the Percentage Position of the Fund is:	The applicable number of dollars per month will be:
87.5% or more but less than 100%	\$10.00
75.0% or more but less than 87.5%	\$11.50
62.5% or more but less than 75.0%	\$13.00
50.0% or more but less than 62.5%	\$14.50
37.5% or more but less than 50.0%	\$16.00
Less than 37.5%	\$17.50

multiplied by the total number of employees covered by this Agreement on the payroll for any part of such month or such lesser amount as will bring the sum of the total market value of the assets of the Fund up to the Maximum Funding.

8.02 Reduction in Contributions:

- a) The Company shall reduce its contributions to the fund, as determined under Article 8.01 by the following amounts:
 - i) Any premiums for Provincial Health Insurance, Supplementary Hospital Expense Benefits and Extended Health Plan Benefits by the Company.
 - ii) Any Separation Payments made by the Company in accordance with the SP Plan. (Exhibit II).
- b) If the total amount of reduction from contributions as determined in accordance with subsection (a) above, exceeds the amount of the Company's contribution to the Fund for any Pay Period, then

the amount of reduction remaining shall be used to reduce the Company contributions for subsequent Pay Periods.

Any such remaining amount of reduction shall be deducted from the market value of the assets of the Fund for purposes of determining the value of the assets of the Fund at the beginning of the month.

8.03 Remittance of Contributions:

The contribution by the Company shall be made within three (3) weeks of the end of the month with respect to which such contributions are being made.

8.04 Effect of Withholding:

If the Company shall be required at any time to withhold any amount from any contribution to the Trust Fund by reason of any federal, provincial or municipal law or regulation, the Company shall have the right to deduct such amount from such contribution and to pay only the balance to the Fund.

ARTICLE 9 - CONDITIONS TO EFFECTIVENESS AND CONTINUATION OF PLAN

9.01 Registration for Income Tax:

This Plan is designed to be registered under the Income Tax as a registered supplemental unemployment benefits plan. The Company shall not be required to make any contribution to the fund or to place the Plan in operation unless and until it shall have received from the Minister of National Revenue a currently effective ruling or rulings holding that this Plan is acceptable as a registered supplemental unemployment benefits plan and that contributions shall constitute a currently deductible expense under the Income Tax Act, as

now in effect or as it may be hereafter amended or under any other applicable federal income tax law.

9.02 Registration with Unemployment Insurance Commission:

The Plan is designed to be registered with the Unemployment Insurance Commission as a supplemental unemployment benefit plan in order that Benefits paid under this Plan will not serve to reduce UI Benefits. The Company shall not be required to make any contribution to the Fund or to place the Plan in operation unless and until it shall have received from the Unemployment Insurance Commission a currently effective approval under Section 172 (3)(d) of the Unemployment Insurance Regulations as now in effect or as hereafter may be amended.

9.03 Application for Rulings:

The Company shall apply promptly to the appropriate agencies for the rulings described above in this Article.

9.04 Revocation or Modification of Rulings:

In the event that any ruling required under Articles 9.01 or 9.02 having been obtained shall be revoked or modified in such manner as no longer to be satisfactory to the Company all obligations of the Company to make contributions under the Plan shall cease and the Plan shall thereupon terminate and be of no further effect (without in any way effecting the validity or operation of the Collective Agreement), except for the purpose of paying the expenses of administration with the provisions of the Plan, until the assets of the Fund shall have been exhausted except that the provision of the last line of the table in Article 5.02 with respect to a CUCB of less than \$18.00 shall not apply and the cancellation of Credit Units for

CUCB of less than \$58.50 shall apply until the Fund shall be exhausted.

ARTICLE 10 - ADMINISTRATION

10.01 General:

The determination of the eligibility of any applicant for a Benefit shall be made in accordance with the provisions of this Article 10.

10.02 Application for a Benefit:

- a) The Company shall establish reasonable rules, regulations and procedures concerning the times and places at which Employees desiring to establish eligibility for and/or to apply for a Benefit may report in order to comply with the eligibility requirements of the Plan, and concerning the form, content, and substantiation of application for Benefits.
- b) **So** far as practicable, an applicant shall be required to apply for a Benefit under the Plan for any Week of layoff promptly after he shall have received his UI Benefit for such Week. The Company shall designate a location at or in the general area of the Plant where applications may be filed.
- c) An applicant may be required to exhibit his UI Benefit cheque for the Week with respect to which application is made or to exhibit other satisfactory evidence of receipt of an UI Benefit, unless he was ineligible solely for a reason set forth in Article 2.02 (b), in which case he may be required to furnish satisfactory proof of the reason for his ineligibility.
- d) In addition, an applicant will be required to state in writing (i) whether he received or was entitled to receive any benefit from any sources other than the Plan for the Week with respect to which application is made, and, if **so**, the source and

amount thereof; (ii) the amount of any earnings during such Week; and (iii) such further evidence and information as the Company may deem necessary to determine his eligibility for a Benefit.

10.03 Determination of Eligibility Payment Procedure:

- a) When an applicant files an application for a Benefit and furnishes the evidence and information required to be furnished under Article 10.02, the Company shall determine promptly whether a Benefit is payable to him and if so, the amount thereof.
- b) If the Company determines that a Benefit is payable, it shall arrange payment by the Trustee as promptly as practicable.
- c) If the Company determines that any Benefits paid under the Plan should not have been paid or should have been paid in a lesser amount (as a result of a subsequent disqualification for UI Benefits or otherwise), written notice thereof shall be mailed to the recipient within 120 days from the date the overpayment was established or created and shall return the amount of overpayment to the Trustee, provided the cumulative overpayment exceeds \$3.00. No time limitation will apply, however, in the event that the overpayment is the result of fraud or willful misrepresentation. If such recipient shall fail to return such amount promptly the Trustee shall arrange for an amount of overpayment to be reimbursed to the Fund by making a deduction from future Benefits otherwise payable to such recipient, or by requesting the Company to make a deduction from compensation otherwise payable to him, or both. The Company may make such deductions from the Employee's compensation and in such event shall pay the amount deducted to the Trustee. At such time as such overpayment is recovered by the Fund, the number of Credits, Units, if any,

therefore cancelled with respect to such overpayment of Benefits shall be restored to such Employee, subject to the provision of Article 3.

- d) Payment of Benefits under the Plans shall be made by, and the return of amounts of overpayment shall be made to, the representative of the Trustee appointed by it for such purposes. Such representative may be a person or persons employed by the Company.
- e) If the Company determines that an applicant is not entitled to a Benefit for which he has applied, it shall send prompt written notice thereof to him.
- f) The Company shall forward to the Office Union Chairman a copy of all notices and denials and overpayment.

10.04 Powers and Authority of the Company:

The Company shall have such powers and authority as are necessary and appropriate in order to carry out its duties hereunder, including but not limited to the following:

- a) To obtain from Employees, the Trustee, and elsewhere such information as the Company shall deem necessary in order to carry out its duties under this Article.
- b) To investigate the correctness of information furnished by any applicant for a Benefit.
- c) To make appropriate determinations pursuant to this Article.
- d) To determine the Percentage Position of the Fund and to collect the data necessary to make such determinations.
- e) To establish appropriate procedures for giving company notices required to be given under this Article.

- f) To establish and maintain necessary records.

10.05 Cost of Administering the Plan:

- a) Expense of the Trustee: The costs and expenses incurred by the Trustee under the Plan shall be charged to the Fund.
- b) Cost of Company Administrative Services: The Company shall be entitled to be reimbursed each year for 50 percent of the cost of the Company of services performed by it during the preceding year in carrying out its duties under the Plan as certified to by a qualified independent firm of chartered accountants selected by the Company.

10.06 Reports:

- a) Reports by the Company:
 - 1) The Company shall notify the Union with reasonable promptness of the CUCB as determined by it from time to time under the Plan, and shall furnish a statement showing the number of Employees in Active Service and the number of laid off Employees with Credit Units used in the computation.
 - 2) The Company shall furnish the Union monthly lists showing type and amount of all benefits and to whom paid.
- b) Reports by the Trustee:
 - 1) Within ten days after the commencement of each month, beginning with the month in which the Company shall have made its first contribution under the Plan, the Trustee shall be required to furnish to the Union, and the Company, statement showing Trust Fund receipts during the preceding month.
 - 2) No later than the 10th day of each month beginning with the month following the first Anniversary Date, the Trustee shall furnish to the Union, and

the Company (i) a statement showing the total market value of the Funds as of the close of business on the Friday following the last Sunday of the preceding month; and (ii) a statement showing the amounts if any, paid from the fund during the preceding month.

ARTICLE 11 - MISCELLANEOUS

11.01 Liability:

- a) The provisions of Article 8 of the Plan express completely the Company's obligation with respect to financing the Plan and providing the Benefits, should the assets of the Fund prove insufficient to pay the Benefits which might otherwise be payable under the Plan.
- b) The Company, the Union, the Trustees and each of them shall be entitled to rely upon the correctness of any information furnished to it by an authorized representative of any of the others; and each of them shall not be liable because of any act or failure to act on the part of any of the others, except that nothing herein shall be deemed to relieve any such individual from liability for his own fraud or bad faith.

11.02 Rights and Responsibilities:

Neither the rights of the Employees to employment nor the Company's right to discipline or discharge shall be enlarged or limited by reason of any provision of this Plan. Nothing contained herein shall be deemed to qualify, limit or after in any manner the Company's sole and complete authority and discretion to establish, regulate, determine, or modify at any time levels of employment, hours or work, the extent of hiring and layoff, production schedules, manufacturing methods, the products and parts thereof to be manufactured. where and when work shall be

done, marketing of its products, or any other matter relating to the conduct of its business or the manner in which its business or the manner relating to the conduct of its business or the manner relating to the conduct of its business or the manner in which its business is to be managed or carried on, all these functions to be exercised so as not to violate the terms and provisions of the Collective Agreement, in the same manner and to the same extent as if this Plan were not in existence; nor shall it be deemed to confer either upon the Union say voice in such matters.

11.03 No Vested Interest:

No persons shall have any right, title, or interest in or to any of the assets of the Trust Fund or in or to any Company contributions thereto.

11.04 To Whom Benefits are Payable Under Certain Conditions:

Benefits shall be payable hereunder only to the person who is eligible therefore, except that if the Company shall find that such person is deceased or is unable to manage his affairs for any reason, any Benefits otherwise payable to him shall be paid to his appointed legal representative, if there be one, or if not, the spouse, parents, children or other relatives or dependents of such person as the Company in its discretion may determine, any such payment so made shall be a complete discharge of any liability with respect to such Benefit. In the case of death, no Benefit shall be payable with respect to any period following the last **Full** Week of layoff immediately preceding the person's death.

11.05 Non-Alienation of Benefits:

No Benefit shall be subject in any way to alienation, sale transfer, assignment, pledge, attachment, garnishment, execution, or encumbrance

of any kind and attempt to accomplish the same shall be void. In the event that the Company shall find that such an attempt has been made with respect to any Benefit, in its sole discretion it may direct application of the amount of such benefit to or from the Benefit of such person, his spouse, parents, children, or other relations or dependents as the Company may determine, and any such application shall be a complete discharge of any liability with respect to such Benefit.

11.06 Status of Person Receiving Benefits:

Neither the Company's contribution nor any Benefit paid under the Plan shall be considered a part of any Employee's wages for any purpose. No person who receives any Benefit shall for that reason be deemed an Employee of the Company during such period, nor shall he thereby accrue any greater right to participate in, accrue credits or receive benefits under any other employee benefit plan to which the Company contributes than he would if he were not receiving such Benefit.

11.07 Amendment and Termination of the Plan:

- a) So long as any Agreement between the Company and the Union concerning the Plan shall remain in effect, the Plan shall not be amended, modified, suspended or terminated, except as may be proper or permissible under the terms of the Plan or such Agreement. Upon termination of such Agreement, the Company shall have the right to continue the Plan in effect or to modify, amend, suspend, or terminate the Plan, except as may be otherwise required by a subsequent Agreement between The Company and the Union.
- b) Upon any termination of the Plan, the Plan shall terminate in all respects except that the assets then remaining in the Fund shall be subject to all of the applicable provisions of the Plan then in

effect and shall be used until exhausted to pay expenses of administration and continue to pay Benefits to eligible applicants for one year if not exhausted sooner, in the order, each week, of the respective dates as of which, eligible applicants were laid off, in which event the provision of the last line of the table in Article 5.02 with respect to a CUCB of less than \$18.00 shall not apply and the cancellation of Credit Units for a CUCB of less than \$58.50 shall apply until the Fund shall be exhausted. At the end of one year the parties will negotiate to dispose of the remaining assets of the Fund for employee benefits not inconsistent with the purpose of the **Plan**.

ARTICLE 12 - DEFINITIONS

12.01 As used herein:

1. "Active Service" means the status of an Employee in any calendar month for which he draws pay.
2. "Anniversary Date" means each July 1st, 1975.
3. "Bargaining Unit" means the unit of Employees covered by the Collective Agreement.
4. "Benefit" means a Weekly Supplemental Benefit or any benefit in substitution therefore established in accordance with Article 9 of the Plan.
5. "Break in Seniority" means any break in or **loss on Seniority** pursuant to the Collective Agreement.
6. "Collective Agreement" means the **currently effective** Collective Agreement between the Company and the Union.
7. "Company" means PPG CANADA INC., HAWKESBURY PLANT.
8. "Credit Unit" means a unit, or fraction of a unit, credited to an Employee under the Plan.

9. "CUCB" (Credit Unit Cancellation Base) means an amount determined monthly pursuant to the provisions of Article 7 by dividing the value of the assets of the Fund, at the beginning of the month by the sum of the number of Employees in Active Service plus those on layoff with Credit Units.
10. "Employee" means an employee in a Bargaining Unit Covered by the Plan.
11. "Full Week or "Week" when used in connection with a period of layoff means a Work Week for which an Employee shall not receive pay from the Company sufficient in amount to disqualify him for a Benefit under the Plan.
12. "Fund or Trust Fund" means the trust fund established under the Article 6 of the Plan from which Benefits may be payable to Employees.
13. "Plan" means this Supplemental Unemployment Benefit Plan also referred to as the SUB Plan.
14. "Seniority" means seniority status under the Collective Agreement.
15. "Separation Payment" means a lump sum amount payable in accordance with the SP Plan.
16. "SP Plan" means the Separation Payment attached to the Collective Agreement.
17. "Supplementation" means the receiving by a laid off Employee of both an UI Benefit and a Weekly Supplemental Benefit under the Plan for the same time and without reduction of the UI Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.
18. "Trustee" means the trustee or trustees of the Trust Fund as provided for under Article 6 of the Plan.
19. "UI Benefit" means a benefit payable under Unemployment Insurance.

20. "Unemployment Insurance" means the program, for paying benefits to persons on account of the unemployment under the Unemployment Insurance Act, 1971, Chapter 48, S.C. 1971 as in effect or as amended while this Plan continues in existence.
21. "Union" means National Automobile Aerospace, Transportation and General Workers Union of Canada (C.A.W.) and its Local 1661.
22. "Weekly Supplemental Benefit" means the weekly benefit provided for under Article 4 of the Plan.
23. "Work Week" means the week commencing 11:00 p.m. Saturday and ending at 11:00 p.m. the following Saturday.
24. "Years of Seniority" means the number of years and fractions thereof since the Employee's date of Seniority.

EXHIBIT II - SEPARATION PAYMENT PLAN

Table of Contents

Article	Page
1 Purpose of Separation Payment Plan . . .	83
2 Financing of SP Plan	83
3 Eligibility	84
4 Deferral of Payments	a5
5 Amount of Payments	85
6 Overpayments	87
7 Effect of Separation Payment on Seniority	88
8 Effect of Re-Employment	88
9 Information for the Union	88
10 Notice of Application Time Limits	88
11 Definitions	89

EXHIBIT II - SEPARATION PAYMENT PLAN

ARTICLE 1 - PURPOSE OF SEPARATION PAYMENT PLAN

- 1.01 The SP Plan is established to provide lump sum payments to qualifying Employees who are not entitled to any further income payments from the Company other than a deferred pension benefit under any pension to which the Company contributes.

ARTICLE 2 - FINANCING OF SP PLAN

- 2.01 Any Separation Payment to be made shall be payable by the Company to an eligible applicant in a lump sum. However, the Company may reduce its subsequent contributions to the SUB Plan by the amount of any Separation Payments made under this SP Plan.

ARTICLE 3 - ELIGIBILITY

3.01 Conditions for Eligibility:

Except as provided in subsection (b) an Employee shall be eligible for a Separation Payment if:

- i) on or after July 1, 1976 he:
 - 1) has been on layoff from the Company for a continuous period of at least 12 months (or any shorter period determined by the Company) and such layoff is not a result of any of the circumstances or conditions set forth in Article 2.02 (b) (1) of the SUB Plan; or
 - 2) is terminated at or after age 60; and
- ii) he had one or more Years of Seniority on the last day for which he was paid while in Active Service, and such years of Seniority had not been broken, except by termination under subsection 3.01 (i) (2) above, on or prior to the earliest date on which application can be made to the Company; and
- iii) he had made application for a Separation Payment prior to 24 months after the commencement date of layoff or termination provided that in the case of layoff no application may be made prior to 12 continuous months of layoff from the Company (or any shorter period determined by the Company).

3.02 Conditions for Ineligibility:

However, an otherwise eligible applicant, shall be ineligible for a Separation Payment if:

- i) he is eligible to receive a monthly pension or a monthly retirement benefit other than a deferred pension under any other Company plan or program then effect; or

- ii) he has refused an offer of work pursuant to any of the conditions set forth in Article 2.02 (b) (3) of the SUB Plan, on or after the last day he worked for the Company, and prior to the earliest date on which he can make application for a Separation Payment, except that refusal of an offer of work after termination under subsection 3.01 (i) (2) shall not result in ineligibility.
- iii) he is eligible to receive payment from the Worker Severance Plan.

3.03 Effect of Short Return to Work

For the purpose of subsection 3.01 (i) (1) above, an Employee will be deemed to have been on layoff from the Company for a continuous period if, while on layoff, he accepts an offer of work by the Company and subsequently is laid-off again within not more than 5 work days from the date he was reinstated.

ARTICLE 4 - DEFERRAL OF PAYMENTS

4.01 Percentage Position Below 7-1/2 percent:

If the application of an eligible applicant is received by the Company during or subsequent to a Pay Period for which the Percentage Position of the Fund is less than 7-1/2 percent, the payment of his Separation Payment may be deferred. No payments shall be made until the Percentage Position of the Fund is again equal to or in excess of 7-1/2 percent. At such time Separation Payments shall become payable in order of date of receipt by the Company since the last date on which a Separation Payment was paid.

ARTICLE 5 - AMOUNT OF PAYMENTS

- 5.01 The Separation Payment payable to an eligible employee on and after July 1, 1976, shall be an amount determined by multiplying (1) the em-

ployee's average weekly salary (in effect during his last week of employment, excluding overtime and Shift Premium) by (2) the applicable weeks' pay as shown in the following table:

Separation Payment Table

Years of Seniority on Last Day	Number of on the Active Employment Roll	Weeks' Pay
1 but less than 2		1
2 but less than 4		2
4 but less than 6		4
6 but less than 8		6
8 but less than 10		8
10 but less than 12		10
12 but less than 14		13
14 but less than 16		16

5.02 Effect of Low Percentage Position:

If the Percentage Position of the Fund as of the date application is received by the Company is below 36 percent, the amount of such Separation Payment shall be reduced by one percent for each full .36 percent by which the Percentage Position of the Fund is less than 36 percent as of such date; provided, however, that with respect to Separation Payments deferred because the Percentage Position of the Fund is, or was, less than 7-1/2 percent, the Percentage Position in effect as of the date the cheque in payment of such Separation Payment is issued by the Company shall be used in the above computation.

5.03 Reduction for Insurance Program:

Payments described under Article 8.02(a)(i), SUB Plan paid or payable, or any payment received or receivable with respect to any layoff or separation

of the employee from the Company subsequent to the last day worked for the Company.

5.04 Effect of prior Separation Payment:

If an employee has been paid a prior Separation Payment and thereafter was hired again by the Company within 3 years from the last day he worked in the Bargaining Unit,

- i) Years of Seniority for purposes of determining the amount of his current Separation Payment shall mean the sum of the years of seniority used to determine the amount of his prior Separation Payment plus any other Years of Seniority which he acquired thereafter and which he has on the last day he was on the Active Employment Roll with respect to his current Separation Payment, and
- ii) these shall be subtracted from the Number of Hours' Pay based on his Years of Seniority determined as provided in (i) above, the Number of Hours' Pay used to calculate his prior Separation Payment.

5.05 Withholding Tax:

The Company shall deduct from the amount of any Separation Payment as computed under this Separation Payment Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial or municipal government.

ARTICLE 6 - OVERPAYMENTS

- 6.01** If the Company determines after issuance of a Separation Payment that the Separation Payment should not have been issued or should have been issued in a lesser amount, written notice thereof shall be mailed to the former Employee

and he shall return the amount of the overpayment to the Company.

ARTICLE 7 - EFFECT OF SEPARATION PAYMENT ON SENIORITY

- 7.01 An Employee who is issued and accepts a Separation Payment shall cease to be an Employee and shall have his Seniority cancelled as of the date his application for the Separation Payment was received by the Company.

ARTICLE 8 - EFFECT OF RE-EMPLOYMENT

- 8.01 If an Employee is again employed by the Company after he has received a Separation Payment, no repayment (except with respect to any overpayment) of the Separation Payment, shall be required or allowed, and no Seniority cancelled previously shall be reinstated.

ARTICLE 9 - INFORMATION FOR THE UNION

- 9.01 Copies of Application and Determinations:
The Company shall furnish promptly to the Office Union and Negotiating Committee a copy of each application for a Separation Payment and a copy of all Company determinations of Separation Payment ineligibility or overpayment.

ARTICLE 10 - NOTICE OF APPLICATION TIME LIMITS

- 10.01 The Company shall provide written notice of the time limits for filing a Separation Payment application to all Employees and former Employees who may be eligible for Separation Payments. The notice shall be mailed to the last address on record not later than 30 day prior to both the earliest and the latest date as of which applica-

tions may be filed pursuant to the application time limit provision.

ARTICLE 11 - DEFINITIONS

- 11.01 Any term used and herein which has a counterpart that is defined in the SUB Plan shall have the same meaning as such term has under the SUB Plan.

EXHIBIT III - WORKER SEVERANCE PLAN

WORKER SEVERANCE PLAN (WSP)

1. Effective July 1, 1996, in the event of a permanent job loss due to technological change, product change, or full or partial plant closure, employees actively at work with ten (10) or more years of seniority will be eligible for benefits under the WSP.
2. "PARTIAL PLANT CLOSING" means the permanent elimination of a complete operation from a Corporation plant due solely to the cessation of a product or product line (not a decreased volume of a continuing operation due to economic and/or market conditions).

It is further understood that the Worker Severance Plan will not be activated as a result of a permanent job loss unless active employment levels, fall below sixteen (16) bargaining unit employees.

3. In the event of a "PARTIAL PLANT CLOSING", layoffs will be offered to the Bargaining Unit employees in order of inverse seniority, and if eligible, employees shall collect SUB until the exhaustion of credit units. Regardless, employees on inverse layoff will be restricted to a maximum of ten per cent (10%) of the active work force during any given year.
4. Employees will be eligible for benefits under the Severance Pay Plan once they have exhausted their SUB entitlements. Any employee who exhausts SUB benefits under the WSP and is eligible to receive an Early Retirement pension benefit, excluding 6.02 (a), will receive a special one (1) time severance payment of fifteen thousand dollars (\$15,000).

5. Severance pay benefits will be inclusive of legislated requirements. Also, employees receiving severance pay will not be eligible for any benefits under the Separation Payment Plan.
6. Employees not eligible for, or in receipt of SUB benefits will irrevocably sever their seniority upon acceptance of severance pay benefits.
7. Any employee laid-off under the Worker Severance Plan who is not recalled prior to exhausting SUB credit units will irrevocably sever their seniority upon receipt of the severance payment.
8. In the event there are no employees on normal layoff and the Company increases the workforce, employees collecting SUB benefits will be recalled beginning with the most junior under the Worker Severance Plan. Those employee(s) who subsequently refuse a call to work will be disqualified for SUB benefits and will be required to accept the applicable severance payment.
9. The Company shall deduct from the amount of any severance payment as computed under this Worker Severance Plan any amount required to be withheld by the Company by reason of any law or regulation, for payment of taxes or otherwise to any federal, provincial, or municipal government. The Severance Payment hereunder shall also be reduced by the amount of any insurance premiums paid or payable by the Company for any insurance coverage provided employees under Article 8.02 (a) (i) while collecting SUB under the Worker Security Program.
10. Benefits under this plan will consist of a Severance Pay amount payable by the Company, and such amount shall be determined in accordance with the Employee's years of service prior to the Employee's layoff. The payment amount will be in accordance with the following Table.

Years of Service on Last Day of Work	Severance Pay
10 but less than 11	15,000
11 but less than 12	16,000
12 but less than 13	17,000
13 but less than 14	18,000
14 but less than 15	19,000
15 but less than 16	20,500
16 but less than 17	21,500
17 but less than 18	22,500
18 but less than 19	23,500
19 but less than 20	24,500
20 but less than 21	26,000
21 but less than 22	27,500
22 but less than 23	29,000
23 but less than 24	30,500
24 but less than 25	32,000
25 but less than 26	33,500
26 but less than 27	35,000
27 but less than 28	36,500
28 but less than 29	38,000
29 but less than 30	39,500
30 and over	41,000